REVISED

CITY OF REDLANDS

CITY COUNCIL
FINANCE AUTHORITY

A G E N D A S

MAY 17, 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

DANIEL J. McHUGH
City Attorney
Extraordinaire

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 meetings of the City Council of the City of Redlands and the Redlands Financing Authority of the City of Redlands at the times noted below.

TUESDAY, MAY 17, 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):
Dial **1-877-853-5247**
Enter the **Meeting ID 824 4618 0187**

Should the City lose connectivity on Zoom, we will halt the meeting until it can be restored. To check on the status of remote connectivity in the event of an outage, go to the City's website at www.cityofredlands.org or to the City's Facebook page at @CityofRedlands or the Instagram page at @CityofRedlands_CityHall.
In the event the City cannot reestablish Zoom connectivity in a reasonable amount of time, the mayor will adjourn the meeting to a future date.

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

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



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

5:00 P.M.

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

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

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

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

One Case:

a. Lydia Rodriguez v. City of Redlands, San Bernardino Superior Court Case No. CIVDS1935452

6:00 P.M.

D. **Reconvene City Council Meeting**

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

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

G. **Presentations**

1. Presentation of proclamation commending Daniel J. McHugh for his years of service to the City and Community of Redlands (Mayor Barich)

H. **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.)

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

1. Approve minutes of the regular meeting of May 3, 2022 (City Clerk Donaldson)

2. Authorize issuance of a proclamation commending Daniel J. McHugh for his years of service to the City and Community of Redlands (Mayor Barich)

3. Authorize issuance of a proclamation celebrating Redlands Youth Council (Council Member Davis)

4. Approve Resolution No. 8349 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)

5. Reject bids for the 21/22 Community Development Block Grant (CDBG) Joslyn Center Renovation Project, Project No. FCS10252021ER (Assistant City Manager Chris Boatman)

6. Report regarding Emergency Resolution No. 8065 proclaiming the existence of a local emergency in response to COVID-19 (Coronavirus Disease 2019) (Fire Chief Sessler)

7. Approve a Second Amendment to Independent Contractor Agreement between the City of Redlands and Dr. Phong Nguyen increasing the annual fee for the provision of medical director services (Fire Chief Sessler)

8. Approve Resolution No. 8328 establishing a 270 foot 'No-Parking Zone' on Lugonia Avenue at the northwest corner of the Lugonia Avenue and Texas Street intersection, and determine that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

9. Approve a Fiscal Year 21/22 purchase order modification of $150,000 with Ferguson US Holdings, Inc. to purchase Neptune Water Meters and related supplies (Municipal Utilities and Engineering Director Harris)

10. Approve a Second Amendment to the Professional Services Agreement with Huitt-Zollars, Inc. to Provide Final Engineering Services for the Live Oak Canyon Creek and Oakmont Park Project (Municipal Utilities and Engineering Director Harris)

11. Approve Resolution No. 8333 adopting the Citywide Wastewater Master Plan, and determine 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 (Municipal Utilities and Engineering Director Harris)

12. Approve the purchase of two (2) Mitsubishi Caterpillar Forklift Trucks from Naumann Hobbs in the amount of $68,482.72 (Municipal Utilities and Engineering Director Harris)

13. Approve the purchase of one 4-Post Vehicle Lift from Stertil-Koni in the amount of $83,911.69 (Assistant City Manager Boatman)

14. Receive and File Annual Report of the Citrus Preservation Commission by Chairman Michael Day (Assistant City Manager Boatman)

15. Approve a request for in-kind support in the amount of $19,824 related to the 2022 Summer Music Festival event hosted by the Redlands Bowl Performing Arts and determine that the event is categorically exempt from environmental review pursuant to Section 15301 of the state's guidelines implementing the California Environmental Quality Act (Assistant City Manager Boatman)

16. Approve a Fiscal Year 2021-22 purchase order modification in the amount of $12,000 with Gabriel Jacobs for Tennis classes at Ford Park for the remainder of the fiscal year (Assistant City Manager Boatman)

17. Approve Resolution No. 8329 for a Master Lease and Purchase Agreement with Caterpillar Financial Services, Inc., for the lease and purchase of a 2021 Caterpillar Model 420-07 Backhoe Loader in the amount of $160,105.60 (Assistant City Manager Boatman)

18. Approve a First Amendment to the Public Works Contract with Matich Corporation for the PMP 2021 Street Resurfacing Project to increase Contractor's compensation in the amount of $176,291.47 for the Community and Senior Center access parking lot and ADA improvements (Assistant City Manager Boatman)

19. Approve Resolution No. 8319 Setting Priorities for Filing of Written Arguments Regarding an Initiative Ordinance (City Clerk Donaldson) THIS ITEM WAS REMOVED AND WILL NOT BE HEARD

20. Approve Resolution No. 8318, adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election (City Clerk Donaldson)

21. Approve an agreement between the City of Redlands and the University of Redlands for event services for the Redlands Emergency Services Academy, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Police Chief Catren)

J. **Communications**

1. Video Series: Working for You: Making Redlands a Better Place (Public Information Officer Baker)

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. Annual Report of the Municipal Utilities/Public Works Commission Annual Report by Adekunle Ojo (Municipal Utilities and Engineering Director Harris)

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

K. **New Business**

1. Consideration of an agreement with Redlands Ranch Market in an amount not to exceed $2,024,400 to provide a maximum of 1,687 monthly grocery gift cards for the ARPA Resident Grocery Gift Card Program (Assistant City Manager McConnell)

2. Consideration of the University of Redlands' Alternate Ballot Measure to the Redlanders for Responsible Growth Management Measure for the November 2022 Election and determination that placement of such ballot measure on the ballot is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines for implementing the California Environmental Quality Act (Development Services Director Desatnik)
THIS ITEM WAS REMOVED AND WILL NOT BE HEARD

3. Consideration of Resolution No. 8317 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 consolidate said election with the election to be held on Tuesday, November 8, 2022, and submitting a ballot measure to the voters of the City of Redlands (City Clerk Donaldson)

THIS ITEM WAS REMOVED AND WILL NOT BE HEARD

4. Consideration of an agreement with Applied LNG Technologies, LLC for supply and delivery of renewable liquefied natural gas in an amount not-to-exceed $637,098.00 for the initial term of one year, with the option to extend by two additional one-year terms for a total amount not-to-exceed $1,911,294 (Assistant City Manager Boatman)

5. Consideration of a Construction Contract award to Universal Construction and Engineering for the 2021 Citywide Sidewalk and ADA Ramp Replacement Phase II Project in an amount not-to-exceed $981,152.05, approval of an additional appropriation in the amount of $849,538; 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)

6. Consideration of a Construction Contract with Elecnor Belco Electric, Inc. for the University Street and Brockton Avenue Traffic Signal Improvements Project in an amount not-to-exceed $507,745, 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 Resolution No. 8335 Reducing Fiscal Year 22/23 Wastewater Rates and Charges (Municipal Utilities and Engineering Director Harris)

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

M. **Adjournment**
The next regular meeting of the City Council will be held on June 7, 2022.

N. **Redlands Financing Authority**

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

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

3. Approve the minutes of the regular meeting of January 18, 2022 (Secretary Donaldson)

4. Adjourn Redlands Financing Authority meeting
The next Redlands Financing Authority meeting will be held on September 20, 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 meeting begins.

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

Regular meetings are televised live on Redlands TV Channel 3 (Spectrum) and Channel 35 (Frontier) and re-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/Financing Authority Meeting **I. 1.**

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the regular meeting of May 3, 2022 (City Clerk Donaldson)

MOTION:

I move to approve the minutes of the regular meeting of May 3, 2022.

Attachments

Regular Meeting Minutes of May 3, 2022

MINUTES

Regular meetings of the City Council and the Board of Directors of the Successor Agency of the former Redevelopment Agency of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on May 3, 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; Dan McHugh, 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

Mayor Barich called the meeting to order and explained that comments could be presented in-person, via Zoom, via cell phone or landline. He announced there were no Closed Session items to consider.

CLOSED SESSION

No closed session matters.

RECONVENE CITY COUNCIL MEETING

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

PRESENTATIONS

SCE WISE Program

Municipal Utilities and Engineering Director Harris introduced Christian Torres, Key Accounts Advisor with Southern California Edison, who provided background of the WISE Program and presented an energy efficiency incentive check, in the amount of $290,007.70 to Mayor Barich. The City was recognized for the significant energy savings achieved through the upgrades performed at the Wastewater Treatment Plant, and specifically upgrades of the Membrane Bio-Reactor process.

Proclamation Asian American and Pacific Islander Heritage Month

Council Member Davis presented a Proclamation to Willis Saloman of The Artlands, declaring the month of May as Asian American and Pacific Islander Heritage Month and celebrating the achievements and contributions of Asian Americans and Pacific Islanders that enrich our history, society and culture.

Proclamation Redlands Open World Week

Council Member Gallagher and Mayor Barich presented proclamations to six Serbian university educators who are visiting Redlands through the Open World Program. The program increases civic, culture, and professional exchanges between the United States and young Eurasian leaders, improves mutual understanding, encourages goodwill, and promotes peaceful interchange of ideas among all people. For the last several years, the Sunrise Rotary Club of Redlands has been honored to support the program and host the delegates.

PUBLIC COMMENT

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

In-Kind Requests & More - Dennis Bell argued that no matter what the City chose to call a gift of public funds, whether it be called an in-kind request or a fee waiver request, he stated it was still a gift of public funds, and he complained the City was less than transparent when reporting these types of expenditures in the budget. He raised concerns with the Bicycle Classic, questioning the value of spending public funds on the event when he claimed the popularity of the Classic has continued to steadily decline over the years. He recommended the City slow down its spending of Measure T money.

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 regular meeting of April 19, 2022, and the special meeting of April 20, 2022.

Vote: 5 - 0 Passed

Citrus Preservation Commission Appointments

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously reappointed Marc Shaw, Roger Hardy, and Jack Steward to serve four-year terms on the Citrus Preservation Commission ending April 16, 2026; and appointed Thomas Lanza to serve a four-year term on the Citrus Preservation Commission ending April 16, 2026.

Vote: 5 - 0 Passed

Cultural Arts Commission Appointment

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously appointed Daniel Rodriguez to serve the remainder of a four-year term on the Cultural Arts Commission ending January 6, 2026.

Vote: 5 - 0 Passed

Proclamation Asian American Pacific Islander Heritage Month

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved the issuance of a proclamation declaring May 2022, as Asian American Pacific Islander Heritage Month.

Vote: 5 - 0 Passed

Proclamation Redlands Open World Week

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved the issuance of a proclamation declaring May 1st through May 7th, 2022 as Redlands Open World Week.

Vote: 5 - 0 Passed

Resolution No. 8336 Remote Teleconference Meetings

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved Resolution No. 8336, authorizing remote teleconference meetings by the City Council and all Boards, Commissions, and Committees of the City in accordance with Assembly Bill 361 (2021) for a period of 30 days.

Vote: 5 - 0 Passed

Ordinance No. 2932 Military Equipment Use Policy

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved Ordinance No. 2932, adopting a military equipment use policy.

Vote: 5 - 0 Passed

Release of Liability & Agreement Redlands Jiu Jitsu

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved a Warning, Waiver and Release of Liability and Agreement to Participate between the City of Redlands and Redlands Jiu Jitsu to conduct training, presentations, and testing from May 3, 2022, to May 3, 2025.

Vote: 5 - 0 Passed

Redlands Arts Festival Event

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined 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; approved the request by the Redlands Arts Festival, Inc. to hold the Redlands Festival of Arts event on May 28-29, 2022; authorized street closures related to the event; approved a request for in-kind support in the amount of $5,747.00; and authorized the sale and consumption of alcoholic beverages at the event.

Vote: 5 - 0 Passed

Redlands Crush Baseball Sports Field Use Agreement

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined that the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act; and approved a Sports Field Use Agreement with Redlands Crush Baseball.

Vote: 5 - 0 Passed

Resolution No. 8294 Annual SLD and LMD Assessments

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved Resolution No. 8294, initiating proceedings to continue levying assessments, appointing an assessment engineer, and ordering the preparation of an Engineer's Report for Street Lighting District No. 1 and Landscape Maintenance District No.1.

Vote: 5 - 0 Passed

MUED Purchase Order Modification

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved the Fiscal Year 21/22 Purchase Order modification for Municipal Utilities and Engineering Department in the amount of $18,000 with Cintas for uniform, laundry, and janitorial services.

Vote: 5 - 0 Passed

Local Water Company Annual Meetings Summary Report

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously agreed to receive and file the Summary of Local Water Company Annual Meetings.

Vote: 5 - 0 Passed

Brookside Mobile Home Park Water System Intent to Consolidate

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved a Letter of Intent to Initiate the Planning Process to Consolidate the Brookside Mobile Home Park Water System with the City of Redlands Water System.

Vote: 5 - 0 Passed

COMMUNICATIONS

Accelerate Neighborhood Climate Action

Mayor Pro Tem Tejeda announced this was the third of a series of presentations by Accelerate Neighborhood Climate Action (ANCA), and he introduced Dr. Valerie Rountree, PhD, Assistant Professor of Environmental Studies at the University of Redlands. She provided a brief overview of the work the organization was doing within the City as it relates to the effects of climate change. She encouraged others to seek ways to reduce their carbon footprint, stressed the importance of learning to live with less energy and discussed ways to build climate resiliency, through mitigation and adaptation.

Traffic and Parking Commission Annual Report

Traffic and Parking Commissioner Eric Shamp provided the annual report and review of accomplishments of the Traffic and Parking Commission over the past year. The Commission's purpose and mission is to receive complaints and suggestions relating to traffic matters and recommend to the City Council ways of promoting safety, improving traffic conditions and the enforcements of traffic regulations. He described recent activity to include, the installation of various stop signs, mid-block crosswalk additions and the realignment of Eureka Street and Brookside with a right-turn only lane and a left-turn pocket lane. He pointed out the public can easily submit their traffic concerns via the City's website.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved to receive and file the Traffic and Parking Commission Annual Report, as presented orally.

Vote: 5 - 0 Passed

NEW BUSINESS

Household Hazardous Waste Collection

Fire Chief Sessler offered a summary of the household hazardous waste collection program and a multi-year contract with the San Bernardino County Fire Protection District not to exceed $717,933.79 over a five-year period. Mayor Pro Tem Tejeda pointed out this program was an excellent example of working to keep harmful items out of our landfills.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved a multi-year contract with San Bernardino County Fire Protection District for household hazardous waste collection management in an amount not to exceed $717,933.79 over a five-year period.

Vote: 5 - 0 Passed

On-Call General Architectural Services

Assistant City Manager Boatman detailed a professional services agreement with Miller Architectural Corporation for on-call general architectural services and explained the on-call agreement will expedite projects planned by the Facilities and Community Services department and will allow for a more efficient utilization of the available funds. The funding for this agreement will be derived from individual project budgets in an amount not-to-exceed $300,000.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Jenna Guzman-Lowery, the City Council unanimously approved a professional services agreement with Miller Architectural Corporation in an amount not-to-exceed $300,000 for a period of two years.

Vote: 5 - 0 Passed

Arts and Culture Master Plan & Arts Economic Impact Study

Assistant City Manager Boatman offered a brief recap of events leading to tonight's presentation of the Arts Economic Impact Study and introduced Randy Cohen, Vice President of Research, of Americans for the Arts. In 2019, the City Council authorized the Cultural Arts Commission to contract with Americans for the Arts to conduct a separate economic impact analysis focused solely on the nonprofit arts and culture industry in the City. The Cultural Arts Commission identified a total of 26 eligible nonprofit arts and culture organizations, fourteen of which participated in this study, with a 53.8% response rate. Also included was a total of 708 valid audience-intercept surveys, collected from in-person attendees to arts and culture performances, events, exhibits, experiences, and facilities that took place in the City during the period from June 2019 to August 2021. Mr. Cohen was pleased to report the findings as shown on a summary sheet. Partial findings included: Direct Economic Activity for Total Industry Expenditures was $14,222,546; Average event-related spending per person was $20.85 for resident attendees; $33.77 for Nonresident Attendees and $23.25 for All Cultural Audiences.

Allan Griesemer, of the Redlands Art Collaborative, thanked the Council and staff for their support of the Economic Impact Study, explained it was a long-time in the making, and gave special thanks to Kimberli Munkres and the Art Collaborative for their vision and

willingness to financially contribute funds for the study. Council Member Guzman-Lowery pointed out the arts provide substance to people's lives and their value should not be underestimated, as shown in the positive economic numbers just reported. Council Member Davis expressed her gratitude for all those who were instrumental in moving this study forward and making it come to fruition.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously agreed to receive and file the Arts Economic Impact Study completed for the City of Redlands by the Americans for the Arts.

Vote: 5 - 0 Passed

2022 Fourth of July Celebration

Assistant City Manager Boatman introduced the request from the Redlands Fourth of July Committee asking the City to financially partner with the Committee in support of the 2022 Fourth of July Celebration event and authorize $30,000 for the cost related to the fireworks show. He pointed out that the City, on occasion, authorizes the use of City resources in support of a special event, when it is determined the financial support for the event serves a public benefit. The Committee intended to submit a request for in-kind services but as yet, has not done so, leaving a few questions unanswered. Council Members expressed concerns with the site location and its accessibility, they questioned whether the event provides a public benefit, and they were hesitant to move forward with the request. It was agreed to table the matter. As public comment, Dennis Bell wondered exactly how the Committee would spend the $30,000, and he recommended the City provide more oversight of resources allocated to serve a public benefit.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously agreed to table the matter until the City Council meeting scheduled for May 17, 2022.

Vote: 5 - 0 Passed

Business License Tax for Distribution Center Businesses

Management Services/Finance Director Garcia provided background for a proposed ordinance on the ballot for the November 8, 2022 General Municipal Election to increase the Business License Tax for Distribution Center Businesses (warehouses) operating within City limits and explained that Mayor Pro Tem Tejeda requested this item be considered. If the voters were to approve an increase, Mayor Pro Tem Tejeda stated his purpose behind raising the tax was to provide an additional funding source to offset warehouse impacts made on the City's infrastructure and environment.

The current business license rates for warehouses and distribution centers were established in December 2007 after being approved by the voters of Redlands. The City’s rate structure for warehouses and distribution centers is based on a per square foot model, with the initial set at $0.035/square foot and providing for an annual increase by a CPI factor up to a maximum of $0.05/square foot. Relative to other cities charging by square foot, Redlands is the second lowest based on past research from 2019. If the City were to increase rates to that

of Rialto and Fontana ($0.075/sf), the additional revenue generated is estimated to be roughly $255,300/year. She offered a projected timeline and noted the deadline to submit a measure to the County Registrar of Voters was August 12, 2022. City Manager Duggan suggested the item could be brought back for Council's consideration in July and at that time, staff would recommend an increase to the Business License Tax and present the necessary documents to place an ordinance on the ballot later this year.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously directed staff to prepare the required documents and make their recommendations to place an ordinance on the ballot for the November 8, 2022, General Municipal Election to increase the Business License Tax for Distribution Center Businesses.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Mayor Barich encouraged everyone to get involved with one of the many projects planned at various site locations for the Community Day of Service scheduled for May 7, 2022.

Mayor Barich participated in the San Bernardino Valley Municipal Water District for the Upper Santa Ana River Water Forum with Municipal Utilities and Engineering Director Harris. He attended the Annual Teacher Appreciation event, hosted by the Church of Latter Day Saints and enjoyed the Town and Gown Annual Awards of Distinction Dinner at the University of Redlands on April 16, 2022.

Council Member Davis attended the Confire Board meeting, Dinner at the Grove School, and she announced next week was the last meeting for the Redlands Youth Council before a summer hiatus. A graduation ceremony was planned for participants.

ADJOURNMENT

There being no further action required the meeting adjourned at 7:25 P.M. The next regular meeting of the City of Redlands City Council will be held on May 17, 2022.

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

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

PUBLIC COMMENT

None forthcoming

Minutes

On motion of Vice Chair Tejeda, seconded by Board Member Davis, the minutes of the regular meeting of April 5, 2022, were unanimously approved.

Vote: 5 - 0 Passed

ADJOURNMENT

There being no further business, the Successor Agency Board of Directors' meeting was adjourned at 7:26 P.M. The next regular meeting of the Agency will be held on June 7, 2022.

"A City That Works"

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

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation commending Daniel J. McHugh for his years of service to the City and Community of Redlands (Mayor Barich)

MOTION:

I move to authorize the issuance of a proclamation commending Daniel J. McHugh for his years of service to the City and Community of Redlands.

Attachments

Proclamation

City of Redlands

Proclamation

Commending City Attorney Daniel J. McHugh
for His Years of Service to the City and Community of Redlands
1994 ~ 2022

WHEREAS, Daniel J. McHugh was hired as the City's first in-house attorney in February 1994; and

WHEREAS, Dan had been a representative attorney with the law firm of Best, Best & Krieger, contracted by the City of Redlands for more than nine years; and

WHEREAS, Dan has served as the principal legal advisor to the City Council, City Manager and all City departments, reviewing reports, studies, policy proposals, ordinances, resolutions, contracts and official actions of the City to determine their legal implications and make recommendations to the City Council; and

WHEREAS, during his 28 years as the City Attorney, Dan has served with and advised 10 mayors, four City Managers, three Interim City Managers and one Acting City Manager; and

WHEREAS, during that time, Dan has been intricately involved in many of the most important decisions and developments in our community; and

WHEREAS, Dan has been a source of institutional knowledge for the City Council, City Manager and other City staff; and

WHEREAS, Dan devoted early mornings, late nights and weekends frequently sending and responding to emails and other communications at all hours of the day and night; and

WHEREAS, Dan has earned the respect of his peers and colleagues for his knowledge, wisdom and contributions to the City of Redlands;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby commend, with appreciation, gratitude and respect, City Attorney Daniel J. McHugh for his conscientious 28 years of service to the City of Redlands;

BE IT FURTHER RESOLVED that the City Council of the City of Redlands wishes City Attorney Daniel J. McHugh the very best as he enjoys his retirement.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 17th day of May, 2022.

Attest:

Jeanne Donaldson, City Clerk

Paul T. Barich, Mayor

Eddie Tejeda, Mayor Pro Tempore

Denise Davis, Council Member

Jenna Guzman-Lowery, Council Member

Mick Gallagher, Council Member

"A City That Works"

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

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation celebrating Redlands Youth Council (Council Member Davis)

MOTION:

I move to authorize the issuance of a proclamation celebrating Redlands Youth Council.

Attachments

Proclamation Celebrating Redlands Youth Council

PROCLAMATION

Celebrating Redlands Youth Council

WHEREAS, the Redlands Youth Council was established by Council Member Denise Davis in September 2021 to provide local high school students with learning and development opportunities related to local government and civic engagement; and

WHEREAS, the Redlands Youth Council has met monthly from September 2021 to May 2022 and has heard from City Department Directors, local and regional elected officials, and community leaders; and

WHEREAS, the Redlands Youth Council students have been engaged in projects around homelessness, sustainability, and mental health awareness; and

WHEREAS, the inaugural cohort of the Redlands Youth Council volunteered locally handing out Covid-19 supplies; and

WHEREAS, the high school students in the inaugural Redlands Youth Council participated fully and enhanced the conversations about important issues to the Redlands Community

NOW, THEREFORE, LET IT BE DECLARED, that the Redlands Youth Council deserves recognition and celebration for their dedication and achievement in this first year cohort.

IN WITNESS THEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 17th day of May, 2022.

_____

Paul T. Barich, Mayor

_____

Denise Davis, Council Member

Attest:

_____

Jeanne Donaldson, City Clerk

"A City That Works"

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

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8349 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. 8349.

DISCUSSION:

On May 3, the City Council adopted Resolution No. 8336 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 June 2, 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. 8349, the City Council is reaffirming its findings and compliance to AB 361 for an additional 30 days ending June 16, 2022.

SUBMITTED BY:
Council Member Denise Davis

Attachments

Reso. 8349 Teleconference Meeting

RESOLUTION NO. 8349

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) June 16, 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 17th day of May, 2022.

_____

ATTEST: Paul T. Barich, Mayor

_____

Jeanne Donaldson, City Clerk

"A City That Works"

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

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Reject bids for the 21/22 Community Development Block Grant (CDBG) Joslyn Center Renovation Project, Project No. FCS10252021ER (Assistant City Manager Chris Boatman)

MOTION(S):

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

I move that the City Council reject all bids received for the 21/22 CDBG Joslyn Center Renovation Project.

RECOMMENDATION:

Staff recommends that the City Council reject all bids received on December 20, 2021 for the 21/22 CDBG Joslyn Center Renovation Project.

DISCUSSION:

In July 2021, the City Council approved the County of San Bernardino's FY 21/22 CDBG grant funding. One of the approved projects included in the grant funds was the renovation of the Joslyn Senior Center kitchen. The scope of the project consists of the construction of a commercial kitchen, renovation of existing restroom facilities, installation of a grease interceptor, minor site improvements, selective demolition, connection to existing utilities, structural shoring, roof equipment replacement, interior and exterior ADA upgrades, and roof repair. SGH Architects prepared plans and specifications and City staff advertised the project on November 10, 2021. On December 20, 2021, the City Clerk's office received and opened three bids for the project. Staff reviewed the bids and identified R-Dependable Construction Inc. as the lowest responsive bidder with a total bid amount of $808,000.00.

On February 24, 2022 the City received a letter from R-Dependable

Construction Inc. requesting a 10% increase to the contract amount as a result of increasing subcontractors' and material supplier's prices since the opening of the bid. The additional cost increased to a total of $888,800.00 which still was the lowest responsive bidder. As such, staff prepared a report and recommended the approval of the contract with R-Dependable Construction Inc. for March 15, 2022 City Council meeting. However, the City received a second letter from R-Dependable Construction Inc. requesting the amount be increased to $945,000.00 on March 14, 2022 due to uncertainty in supply-chain issues.

The requested increased amount of $945,000.00 by R-Dependable Construction Inc. is still the lowest among the two other bidders, but exceeded the funding and additional appropriation.

BID OPENING REPORT SUMMARY	
Bidder	**Bid Schedule Total Price**
1. R-Dependable Construction Inc., San Bernardino, CA	$808,000.00
2. Corner Keystone Construction Corp., Walnut, CA	$1,177,000.00
3. MLC Constructors, Corona, CA	$1,265,823.00

ALTERNATIVES:

City Council may elect to award the project to the lowest bidder; however, this alternative is not recommended as the bids are higher than the engineer's estimate and available funding.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Dan McHugh, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Tabitha Kevari, Senior Manager/FCS
Joe Bierma, Administrative Analyst/FCS

PREPARED BY:
Jawad Naderi, Associate Engineer

Fiscal Impact

Fiscal Year: FY 2021-22
Revenue Generating: N
Appropriation Required Y/N: N
Amount: N/A
Budgeted Y/N: Y
Account No.: Various
Discussion:

There is currently $977,680.00 in funds available for this project, which includes $413,984.51 from the County Community Development Block Grant, $305,202.22 in donated funds, and on February 10, 2022, the Parks and Recreation Advisory Commission voted unanimously to recommend to City Council the use of Nevada-Palmetto Grove proceeds in the amount of $258,493.27 to fund the remaining portion of Joslyn Center Renovation. A total of $1,039,500.00 is needed to complete the project ($945,000 plus a 10% contingency of $94,500), which equates to a funding shortfall of $61,820.

PROJECT FUNDING	
Community Development Block Grant Funds	$413,984.51
Joslyn Center Donation Funds	$305,202.22
Nevada Palmetto Grove Fund	$258,493.27
TOTAL	**$977,680.00**

Attachments

Bid opening report
Bid Analysis

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **20th of December at 2:00 p.m.** on behalf of the Facilities and Community Services Department for **2021 CDBG Joslyn Center Renovation Project FCS10252021ER.** The bid amounts have not been checked and are subject to correction after the bids have been completely reviewed.

No.	Plan Holder's Name	Bid Signed	Bid Bond	Addenda Acknowledged (1)	Total Bid Amount
1	R. Dependable Construction, San Bernardino CA	Yes	Yes	Yes	$945,000.00
2	Corner Keystone Construction Corp., Walnut CA	Yes	Yes	Yes	$1,177,000.00
3	MLC Constructors, Corona CA	Yes	Yes	Yes	$1,265,823.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Tabitha Kevari

2021 CDBG JOSLYN CENTER RENOVATION PROJECT
FCS10252021ER

Item No.	Bid Item	Qty.	CORNER KEYSTONE CONSTRUCTION		MLC CONSTRUCTORS		R. DEPENDABLE CONSTRUCTION	
			Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
BASE BID								
			$1,085,000.00	$1,085,000.00	$1,215,823.00	$1,215,823.00	$808,000.00	$808,000.00
	TOTAL BID PRICE WHEN ADDED			$1,085,000.00		$1,215,823.00		$808,000.00
	TOTAL ON SUBCONTRACTOR's WRITTEN BID PRICE			$1,177,000.00		$1,265,823.00		$945,000.00
	DIFFERENCE BETWEEN THE TWO			-$92,000.00		-$50,000.00		-$137,000.00
	ADDITIVES IF ANY							
	Additive 1		$92,000.00	$92,000.00	$50,000.00	$50,000.00	$137,000.00	$137,000.00
	BASE BID PRICE		$1,085,000.00	$1,085,000.00	$1,215,823.00	$1,215,823.00	$808,000.00	$808,000.00
	Additive 1		$92,000.00	$92,000.00	$50,000.00	$50,000.00	$137,000.00	$137,000.00
	TOTAL BID PRICE PLUS ADDITIVE(s)			**$1,177,000.00**		**$1,265,823.00**		**$945,000.00**

"A City That Works"

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

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Report regarding Emergency Resolution No. 8065 proclaiming the existence of a local emergency in response to COVID-19 (Coronavirus Disease 2019) (Fire Chief Sessler)

DISCUSSION:

On March 17, 2020, the City Council adopted Resolution No. 8065 proclaiming the existence of a "local emergency" in accordance with Chapter 2.52 of the Redlands Municipal Code and determined that there was substantial evidence to proclaim a local emergency due to COVID-19 Pandemic. This proclamation was done after the declaration of a public emergency by the United States Department of Public Health and Human Services, the State of California, and the County of San Bernardino County Health Officer and the Board of Supervisors.

Since the declaration of the local emergency, the City's Emergency Operations Center was activated and remains at a Level III activation. Additionally, several measures were put in place to adhere to California Department of Public Health and to keep employees and residents safe. As of this time, all City facilities and services are being provided to the public while adhering to state guidelines.

Updates for San Bernardino County

San Bernardino County, along with the rest of the state, fully reopened its economy on June 15, 2021, eliminating various restrictions and discontinuing the color-coded county tier system. Community COVID-19 profile for San Bernardino County remains low according to the CDC website. In addition:

- Restaurants, bars, retail stores, theaters, hotels and entertainment centers have returned to usual operations with no capacity limitations and no requirements for social distancing.
- Fully vaccinated individuals can resume activities without wearing a mask or physically distancing, except where required by federal, state, local, tribal, or territorial laws, rules, and regulations, including local business and

workplace guidance.

Emergency Operations Planning and Response

The Emergency Operations Center (EOC) remains activated at a Level III since it was originally activated on March 16, 2020. A team of Responders was put together consisting of several City Department staff including Fire, Police, Information Technology, Human Resources Risk & Safety Division, Finance, and the City Manager's Office. The objective of the EOC Team, and the City as a whole, is to provide and maintain the safety for all City employees and the community, to keep essential services open and available to the community, provide a consistent message, and reduce the risk of the exposure and spread of COVID-19. Responders met regularly for status briefings and to ensure proper preparation, planning, prevention, and response to the COVID-19 pandemic.

With a focus on preparation, planning, prevention, and response, the EOC Team included specific roles for a PIO (primary and alternate), for the dissemination of consistent and critical information, a Safety Officer, and a Community Liaison. Additional categories were also added for Operations, Logistics, and Finance & Recovery. The focus of Finance & Recovery is to track personnel and non-personnel expenditures related to COVID-19 in order to seek reimbursement from the state.

The Latest COVID-19 Statistics:

As of Wednesday, May 10, 2022, COVID-19 numbers in the city of Redlands are as follows:

Total Cases: 18,420
Community Cases: 17,900
Deaths: 330
Total Tests: 276,036

Vaccinations and Testing

Vaccinations are in good supply and readily available to any resident aged 12 and over, and there are vaccination sites located throughout the County. For more information on COVID-19 vaccinations please visit sbcovid19.com/vaccine/.

Testing appointments can be made through the San Bernardino County COVID-19 Response website as follows: https://sbcovid19.com/testing-sites/.

In addition, self-tests for COVID-19 are recommended by the CDC as they give rapid results and can be taken anywhere, regardless of vaccination status or whether or not symptoms are present. Self tests detect current infection, and

give results in a few minutes. Self-tests along with vaccinations, wearing a well-fitted mask, and physical distancing, help protect all by reducing the chances of spreading COVID-19, however, they do not detect antibodies which would suggest a previous infection, and they do not measure your level of immunity. Self-tests can be obtained through local health departments, and online or in pharmacies and retails stores.

SUBMITTED BY:
Rich Sessler, Fire Chief

RECOMMENDED BY:
Charles M. Duggan, Jr., City Manager
Janice McConnell, Assistant City Manager

Fiscal Impact

Discussion:

The fiscal impact to the City due to COVID-19 as of May 11, 2022 is as follows:
Personnel: $4,777,735.04 (Fully Burdened)
Non-Personnel: $513,286.79 (Equipment and Supplies)

Total: $5,291,021.83

"A City That Works"

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

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Second Amendment to Independent Contractor Agreement between the City of Redlands and Dr. Phong Nguyen increasing the annual fee for the provision of medical director services (Fire Chief Sessler)

MOTION(S):

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

I move to approve the Second Amendment to the Independent Contractor Agreement with Dr. Phong Nguyen.

RECOMMENDATION:

Staff recommends the City Council approve the Second Amendment to the Independent Contractor Agreement with Dr. Phong Nguyen to increase annual fee to $18,000 for the provision of medical director services.

DISCUSSION:

The Redlands Fire Department began utilizing the services of a Medical Director in 1989. With the inclusion of this oversight and consultant service, the City of Redlands became the first paramedic program in San Bernardino County to have this element within its program. During the initial years, this service was provided on a volunteer basis. Through growth, program development and changes in policy, protocols, and practices, many additional hours of service became necessary, and resulted in the need to contract to pay for this valuable service.

In 1995, the City of Redlands began contracting for medical director services, and retained the professional services of the Emergency Department Medical Director at Redlands Community Hospital. This choice was to provide for the

optimum in education, practice, and operational continuity between the City of Redlands and the Redlands Community Hospital Emergency Department.

Initial duties for the Medical Services Director included consultation, protocol oversight, medical quality improvement program review, data analysis, and unit inspection. The past several years have brought about increases in education, policy, protocols, and adoption of new programs, such as Bike Medics, the City-wide AED program, and a more in-depth Medical Quality Improvement Program.

Under the original agreement, compensation was paid to the Medical Services Director at an hourly rate. On March 15, 2005, a First Amendment to the agreement was approved to increase the annual compensation to a flat rate of $15,000 per year. Although the Medical Director's services have increased through the years with the growth of the Fire Department programs and education within the Fire Department, the annual compensation has remained the same since 2005. Staff is now requesting City Council approval to increase the annual fee to mirror fees paid by surrounding and comparable agencies for the same services.

ALTERNATIVES:

Not approve the Second Amendment Independent Contractor Agreement for Medical Director services.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Rich Sessler, Fire Chief

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

REVIEWED BY:
Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Bruni Reyes, Management Analyst

Fiscal Impact

Fiscal Year: 2022

Revenue Generating: No

Discussion:

The annual cost of the Second Amendment to the Independent Contractor Agreement for Medical Director Services is $18,000. This is an increase of $3,000 from the current agreement. There are sufficient funds in the Fire Department's operating budget to cover the increase.

Attachments

Second Amendment to ICA

First Amendment to ICA

Original ICA

SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROVIDING MEDICAL DIRECTOR SERVICES TO REDLANDS FIRE DEPARTMENT

This second amendment ("Second Amendment") to the agreement for the provision of Medical Director services for the Redlands Fire Department dated September 19, 1995 ("Agreement), by and between the City of Redlands, a municipal corporation and general law city ("City") and Dr. Phong Nguyen, an individual ("Contractor"), is made and entered into this 17th day of May, 2022.

RECITALS

WHEREAS, it is the desire of City and Contractor to amend Section 2 of their existing Agreement to increase Contractor's total compensation to the amount of eighteen thousand dollars ($18,000);

NOW, THEREFORE, the Agreement between City and Contractor is hereby amended as follows:

Section 1. Section 2 of the Agreement, titled, "Payment for Services," is amended to read as follows:

"As compensation for Contractor's services hereunder, City shall pay Contractor at the rate of one hundred twenty-five ($125) dollars per hour, exclusive of "ride-along" time, for each hour of services provided by contractor; provided, however, such payment shall not exceed the sum of eighteen thousand ($18,000) dollars for any consecutive twelve (12) month period."

Section 2. Section 4 of the Agreement, titled "Contractor's Employees," is hereby deleted in its entirety.

Section 3. Section 11 of the Agreement, titled "Insurance," is hereby amended to read as follows:

"Section 11. Insurance. Contractor shall obtain and maintain during the term of this Agreement all insurance required by this Section and shall submit to City certificates of insurance and appropriate endorsements evidencing that the insurance is in force and effect. Evidence of such insurance shall be provided to City within fifteen (15) days of the Effective Date of this Agreement, and prior to commencement of any Services. Acceptance of the certificates by City shall not relieve Contractor of any of the insurance requirements contained herein, nor decrease the liability of Contractor.

A. If applicable, workers' compensation and employer's liability insurance for its employees throughout the term of this Agreement pursuant to Labor Code Sections 1860 and 3700, and in amounts which satisfy statutory requirements.

B. Comprehensive and general liability insurance with a carrier acceptable to City in an amounts not less than One Million Dollars ($1,000,000) per occurrence and Two

Million Dollars ($2,000,000) aggregate for public liability, property damage and personal injury. Such insurance shall not be cancelled unless thirty (30) days prior written notice is provided to City.

C. Except for workers' compensation and employer's liability insurance, City shall be named as an additional insured on all policies and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City."

Section 4. All other provisions of the Agreement shall remain unchanged by this Second Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as May 17, 2022.

CITY OF REDLANDS

_____
Paul T. Barich, Mayor

DR. PHONG NGUYEN

_____
Dr. Phong Nguyen

ATTEST:

_____
Jeanne Donaldson, City Clerk

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROVIDING MEDICAL DIRECTOR SERVICES TO REDLANDS FIRE DEPARTMENT

This first amendment (this "First Amendment") to the Agreement for providing Medical Director services to Redlands Fire Department dated September 19, 1995 (the "Agreement"), by and between the City of Redlands ("City") and Dr. Phong Nguyen ("Contractor") is made and entered into this 15th day of March, 2005 by City and Contractor.

RECITALS

WHEREAS, it is the desire of City and Contractor to amend their existing Agreement to change the scope of services to be provided by Contractor;

NOW, THEREFORE, the Agreement between City and Contractor is hereby amended as follows:

Section 1. Section 2 entitled, "Payment for Services," is amended to read as follows:

"As compensation for Contractor's services hereunder, City shall pay Contractor the total sum of Fifteen Thousand dollars ($15,000) for any consecutive twelve (12) month period."

Section 2. All other sections of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of March 15, 2005.

CITY OF REDLANDS

Susan Peppler, Mayor

ATTEST:

Lorrie Poyzer, City Clerk

CONTRACTOR

Dr. Phong Nguyen

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 19th day of September, 1995 by and between the City of Redlands, a municipal corporation (hereinafter "City") and Dr. Phong Nguyen, an individual, (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor has expressed an interest in providing Medical Director services to City which generally consist of the review and provision of input into the development of all City operational policies and procedures that impact patient care; and

WHEREAS, Contractor has represented to City that it has the requisite experience, special knowledge and expertise similar to other professionals in the industry to provide such Medical Director services;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Redlands and Dr. Phong Nguyen hereby agree as follows:

AGREEMENT

Section 1. Services. City hereby engages Contractor to provide Medical Director services to City as more fully set forth in Exhibit "A," attached hereto and incorporated herein by this reference. Contractor shall determine the method, details and means of performing the above-described services and shall advise City of the same prior to commencing any activities under this Agreement. Contractor further agrees to perform such services to the best of its ability and in an efficient, safe and competent manner.

Section 2. Payment for Services. As compensation for Contractor's services hereunder, City shall pay Contractor at the rate of Twenty-Four ($24.00) dollars per hour, exclusive of "ride-along" time, for each hour of services provided by contractor; provided, however, such payment shall not exceed the sum of five thousand ($5,000) dollars for any consecutive twelve month period.

Section 3. Independent Contractor. It is the express intention of the parties hereto that Contractor is an independent contractor and not an employee or agent of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between Contractor and City. Both parties acknowledge and agree that Contractor is not an employee of City for State tax, Federal tax or any other purpose.

Section 4. Contractor's Employees. A listing of all Contractor's employees and agents who may participate in the performance of Contractor's obligations hereunder is attached hereto as Exhibit "B" and incorporated herein by this reference. No other employees or agents of Contractor shall participate in the performance of services hereunder without the prior written consent of City.

Section 5. Business License. Contractor shall obtain a City of Redlands business license as a pre-condition of performing the services required hereunder.

Section 6. Termination. City shall have the right to terminate this Agreement, with or without cause, upon ten (10) days prior written notice to Contractor.

Section 7. City Indemnity. Contractor shall defend, indemnify and hold City, its elected officials, officers, employees and agents harmless from and against any and all actions, damages, losses, causes of action and liability imposed or claimed relating to the injury or death of any person or damage to any property, including attorney's fees and other legal expenses, arising directly or indirectly from any act or omission of Contractor in performing its services hereunder.

Section 8. Contractor Indemnity City shall defend, indemnify and hold Contractor harmless from and against any and all actions, damages, losses, causes of action and liability imposed or claimed relating to the injury or death of any person or damage to any property, including attorneys' fees and other legal expenses, arising directly or indirectly from any negligent act or omission of City in connection with this Agreement.

Section 9. Entire Agreement/Modification. This Agreement represents the entire Agreement of the parties hereto as to the matters contained herein. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties hereto.

Section 10. Assignment. This Agreement shall not be assigned without the prior written consent of City. Any assignment, or attempted assignment, without such prior consent, shall be null and void and, at the option of City, result in the immediate termination of this Agreement.

Section 11. Insurance. Contractor shall obtain and maintain during the term of this Agreement, all insurance required by this Section and shall submit to City Certificates of Insurance evidencing the fact that such insurance is in force prior to Contractor performing any services under this Agreement. Acceptance of the Certificates of Insurance by City shall not relieve Contractor of any of the insurance requirements contained herein, nor decrease the liability of Contractor.

(a) Workers' compensation and employer's liability insurance in the State required statutory amounts.

(b) Comprehensive automobile and general liability insurance in amounts not less than $500,000 for each. Such insurance shall not be cancelled unless thirty (30) days prior written notice is provided to City.

(c) City shall be named as an additional insured on all policies and such insurance shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City.

Section 12. Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs or other relief, be entitled to recover its reasonable attorneys' fees.

CITY OF REDLANDS

Swen Larson, Mayor

Date October 17, 1995

ATTEST: Lorrie Poyzer, City Clerk

Contractor

Date 9/18/95

DJM651LE

EXHIBIT "A"

TITLE: MEDICAL DIRECTOR

REPORTS TO: EMERGENCY SERVICES BATTALION CHIEF

Overview

The Medical Director is responsible for reviewing and providing input into the development of all operational policies and procedures that directly or indirectly impact patient care.

Specific Responsibilities

The Medical Director is:

1. Responsible for the evaluation of City operational policies and procedures to determine if they may have any negative impact on patient care or expose the City to unreasonable risk or medical malpractice; and recommends the suspension of any operational policy or procedure that has not been reviewed and approved and which poses a risk to patients or personnel.

2. Responsible for providing input into the development of capital and operating budgets, staff scheduling and deployment of system resources, and dispatch management.

3. Responsible for the design and administration of a comprehensive quality improvement and assurance (quality management) program that monitors and corrects clinical and operational variance. Specific to this responsibility, the Medical Director is responsible for determining:

    a. That newly hired personnel have appropriate levels of medical training to ensure medical competence in both field and telecommunications capacities;

    b. That existing and proposed City and other agency-based concurrent field and telecommunications evaluation processes are capable of identifying sub-optimal performance. Relative to the execution of this responsibility, the Medical Director is responsible for the design and execution of routine prehospital morbidity and mortality research;

    c. That existing and proposed City and other agency-based continuing medical education programs address City needs for medical and operational training for both telecommunications and field personnel;

    d. That existing and proposed City and other agency-based retrospective review processes are capable of determining the delivery of appropriate prehospital medical care that is consistent with City and other agency-based protocols

and procedures.

4. Has responsibility to recommend temporary suspension of personnel from performing medical responsibilities when such suspension is deemed necessary to protect patients and the City from unreasonable risk or injury.

5. Responsible for providing input into disciplinary actions that have medical considerations.

6. Responsible for routinely meeting with the medical community to ensure that the practices of the City and its personnel are satisfactorily meeting their needs relative to treatment and operational policies.

7. Has responsibility and authority to assume medical command role in patient treatment sector of disasters or mass casualty situations (when available to respond).

"A City That Works"

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

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8328 establishing a 270 foot 'No-Parking Zone' on Lugonia Avenue at the northwest corner of the Lugonia Avenue and Texas Street intersection, and determine that approval of the resolution is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Harris)

MOTION(S):

If the City Council determines that the Traffic and Parking Commission and staff recommendations are appropriate, the following motion is provided:

I move to approve Resolution No. 8328.

RECOMMENDATION:

TRAFFIC AND PARKING COMMISSION RECOMMENDATION

On March 24, 2022, the Traffic and Parking Commission voted unanimously to recommend establishing a 270 foot 'No-Parking Zone' on Lugonia Avenue at the northwest corner of the Lugonia Avenue and Texas Street intersection.

STAFF RECOMMENDATION

Staff recommends City Council approve Resolution No. 8328 establishing a 270 foot 'No-Parking Zone' on Lugonia Avenue at the northwest corner of the Lugonia Avenue and Texas Street intersection, and determine this action is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) recently received a request to restrict on-street parking on Lugonia Avenue at the northwest corner of the Lugonia Avenue and Texas Street intersection. Currently, westbound Lugonia Avenue transitions from two (2) lanes to one (1) lane within a corridor of approximately 320 feet as it crosses Texas Street. Local residents are concerned with the frequency of accidents caused by merging vehicles sideswiping vehicles parked along the Lugonia Avenue curb within this corridor.

MUED staff met onsite with the residents and determined that the existing fourteen feet (14') right lane width does not allow sufficient room for on-street parking in this location. The American Association of State Highways and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets recommends a minimum lane width of eighteen feet (18') for on-street parallel parking adjacent to a through lane. Although "No Parking" signs are currently installed along this segment of Lugonia Avenue, City Council must adopt a resolution formalizing this segment as a No Parking zone to allow enforcement.

This item was first presented to, and discussed by the Traffic and Parking Commission (TPC) on February 23, 2022, and the TPC asked the MUED staff to consider additional motor vehicle safety improvements. The item was presented to the TPC again on March 24, 2022, with additional striping and signage to delineate on-street parking areas, and clearly identify the merging lane limits. The proposed configuration is consistent with similar merging lane configurations elsewhere within the City, including the Lugonia Avenue and Dearborn Street intersection. On March 24, 2022, the TPC voted unanimously to recommend City Council approval of this revised design.

Approval of Resolution No. 8328 is exempt from environmental review pursuant to Section 15301(c) of the State's guidelines implementing the California Environmental Quality Act as the project involves negligible or no expansion of the existing street.

ALTERNATIVES:

City Council may deny the Traffic and Parking Commission and staff recommendations.

STRATEGIC PLAN:

N/A

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

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

REVIEWED BY:
Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Christopher R. Catren, Chief of Police
Rich Sessler, Fire Chief
Chris Boatman, Assistant City Manager
Goutam K. Dobey, Engineering Manager

PREPARED BY:
Johana Silva, Assistant Engineer

Fiscal Impact

Fiscal Year:	FY 21/22
Revenue Generating:	N
Appropriation Required Y/N:	N
Budgeted Y/N:	Y

Discussion:

There is no fiscal impact associated with approval of this item. The project includes routine maintenance tasks that are included in the approved FY 21/22 Facilities and Community Services operating budget.

Attachments

Resolution No. 8328

Attachment B - Location Map

RESOLUTION NO. 8328

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING TRAFFIC REGULATIONS PURSUANT TO TITLE 10 OF THE REDLANDS MUNICIPAL CODE ESTABLISHING A 270 FEET 'NO-PARKING ZONE' ON LUGONIA AVENUE AT THE NORTHWEST CORNER OF THE LUGONIA AVENUE AND TEXAS STREET INTERSECTION.

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

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

Section 1. This City Council determines that approval of this Resolution is exempt from environmental review under California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15301(c) which provides exemption for minor alterations of existing public streets and sidewalks. This City Council finds with certainty that the improvements involve negligible or no expansion of an existing use.

Section 2. Pursuant to Section 10.40.040 of the Redlands Municipal Code, the City Council hereby establishes a 270 feet 'No-Parking Zone' on Lugonia Avenue at the northwest corner of the Lugonia Avenue and Texas Street intersection.

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

ADOPTED, SIGNED AND APPROVED this 17th day of May, 2022.

_____
Paul T. Barich, Mayor

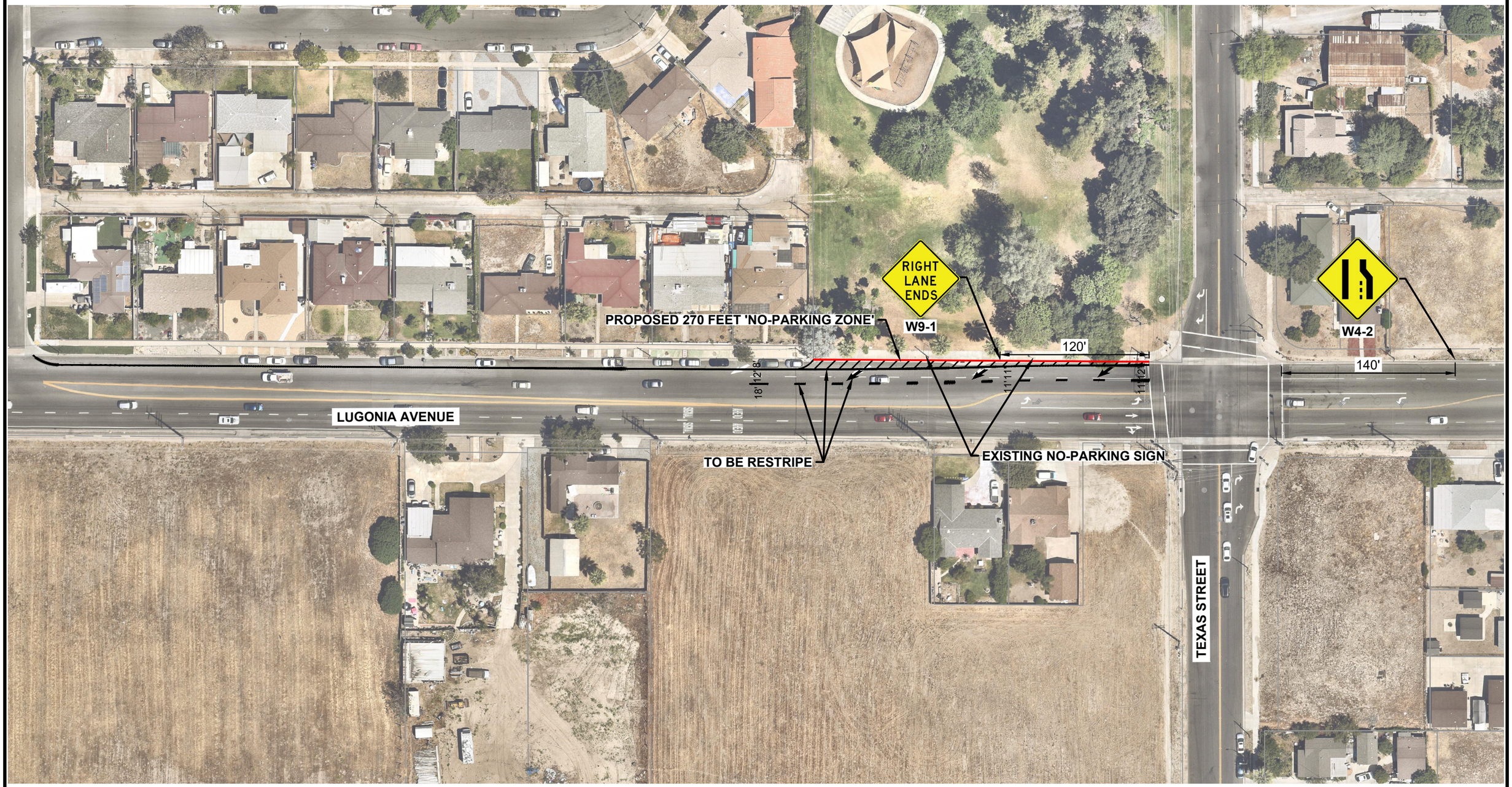
ATTEST:

_____
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 17th day of May, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk



LEGEND

- PROPOSED NO PARKING ZONE
- RECOMMENDED LANE STRIPING
- RECOMMENDED EDGE STRIPING
- PROPERTY RIGHT-OF-WAY LINE

CITY OF REDLANDS
Municipal Utilities and Engineering Department

LUGONIA AVENUE
PROPOSED 'NO-PARKING ZONE'

EXHIBIT
NTS

N
W E
S

SHEET 1 OF 1

"A City That Works"

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

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Fiscal Year 21/22 purchase order modification of $150,000 with Ferguson US Holdings, Inc. to purchase Neptune Water Meters and related supplies (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 Fiscal Year 21/22 purchase order modification with Ferguson US Holdings, Inc. in the amount of $150,000 to purchase Neptune Water Meters and related supplies.

RECOMMENDATION:

Staff recommends City Council approval of a Fiscal Year 21/22 purchase order modification with Ferguson US Holdings, Inc. to purchase Neptune Water Meters and related supplies.

DISCUSSION:

In June 2021, City Council approved the annual Municipal Utilities and Engineering Department (MUED) purchase order (PO) with Ferguson US Holdings, Inc. (Ferguson) to purchase Neptune water meters and related supplies for an amount not-to-exceed $280,000. Ferguson is the exclusive vendor for Neptune water meters and related components, which are standardized for use within the Redlands water service area. MUED provides water meters for new residential and commercial services, and is reimbursed for this expense by the construction permit holder. The pace of new construction has exceeded Fiscal Year 21/22 projections, and additional water meters are necessary to support this growth. A $150,000 increase to the previously approved Ferguson purchase order is necessary to purchase these additional

water meters. If approved, the original Ferguson purchase order will be increased to $430,000.

ALTERNATIVES:

City Council may deny the staff 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:
Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Procurement Manager
Kevin Watson, Utilities Operations Manager

PREPARED BY:
Ashley Rosario, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 21/22
Revenue Generating:	Y
Appropriation Required Y/N:	N
Amount:	$150,000
Budgeted Y/N:	Y
Account No.:	501900

Discussion:

There is no fiscal impact associated with this purchase order modification. Sufficient funds are available in the approved FY 21/22 Water Service budget.

Attachments

Ferguson US Holdings Inc PO# 222210210

PURCHASE ORDER

Fiscal Year 2022

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

Purchase Order Number **22210210**

Purchase Order Date **06/30/2021**

Department **MUNICIPAL UTIL & ENGINEERING**

Required By **07/01/2021**

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

.

Vendor 200004

FERGUSON US HOLDINGS INC
DBA: FERGUSON WATERWORKS
12500 JEFFERSON AVENUE
NEWPORT NEWS, VA 23602

Ship To WTRDTR

MUED- Water Distribution
1270 W. Park Avenue
Building B
Redlands, CA 92373

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
951-452-9370		200004	12210218	Leann Moore	AS NEEDED

NOTES

NEPTUNE WATER METERS AND SUPPLIES

PROVIDE NEPTUNE WATER METERS AND SUPPLIES
501900-7808.

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PURCHASE ORDER TERM:
JULY 1, 2021 - JUNE 30, 2022.

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PURCHASE ORDER AS PER CITY COUNCIL APPROVAL DATED JUNE 1, 2021.

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NOT TO EXCEED DOLLAR AMOUNT PER YEAR. THIS PO WILL BE CLOSED WHEN THE TOTAL AMOUNT IS EXHAUSTED.

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ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PROVIDE NEPTUNE WATER METERS AND SUPPLIES ON A NEED-BY-NEED BASIS FOR THE CITY OF REDLANDS MUNICIPAL UTILITIES ENGINEERING DEPARTMENT, WATER DISTRIBUTION DIVISION.	1.0000	EA	$280,000.0000	$280,000.00

PURCHASING DIVISION - 1270 W. PARK AVE. REDLANDS, CA 92373 - Email: Purchasing@cityofredlands.org

Deana Abramovich-Daniel
PROCUREMENT MANAGER

Total Ext. Price $280,000.00

Purchase Order Total $280,000.00

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/Financing Authority Meeting **I. 10.**

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Second Amendment to the Professional Services Agreement with Huitt-Zollars, Inc. to Provide Final Engineering Services for the Live Oak Canyon Creek and Oakmont Park Project (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

1. I move to approve a Second Amendment to the Professional Services Agreement with Huitt-Zollars, Inc. to provide final engineering for the Live Oak Canyon Creek and Oakmont Park Project.

RECOMMENDATION:

Staff recommends City Council find that approval of a Second Amendment to the Professional Services Agreement with Huitt-Zollars, Inc. 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 that City Council approve a Second Amendment to the Professional Services Agreement with Huitt-Zollars, Inc. to provide final engineering services for the Live Oak Canyon Creek and Oakmont Park Project.

DISCUSSION:

On October 15, 2019, City Council approved a professional services agreement with Huitt-Zollars, Inc. (HZ) in an amount not-to-exceed $319,650 to engineer bank stabilization improvements within Live Oak Canyon Creek and Oakmont Creek. The project was temporarily suspended soon after HZ began work due to COVID-19 impacts to City and HZ staff. On October 5, 2021, City Council approved a first amendment to the HZ professional services agreement that

extended the termination of services date to October 15, 2023, and identified John R. Harris as the city's project representative. At that time, the original scope of work was revised to limit bank stabilization improvements to the upstream portions of Oakmont Creek, adjacent to Oakmont Park. Total project funding expended and encumbered to date is $172,722.52.

HZ recently completed Preliminary Engineering and an Environmental Study for the project, and City Council adopted an Initial Study/Mitigated Negative Declaration on February 15, 2022. Construction permits were submitted to the State Water Resource Control Board, U.S. Army Corps of Engineers, and California Department of Fish and Wildlife, and staff has attended meetings with these agencies to solicit initial feedback. The level of engineering for the Project must now be advanced to receive approved permits from these agencies.

Staff recently negotiated a revised scope of work and service fee with HZ to advance the project design. HZ will produce final engineering plans, specifications, and construction cost estimates adequate for permitting agency review and approval, and construction bidding. The HZ service fee to complete this task is $199,500, which exceeds the original project budget by $52,572.52. However, the FY 21/22 Stormdrain Construction budget, which is the source of the original project budget, has sufficient remaining balance to fund the additional project costs. Therefore, an additional funding appropriation is not necessary.

ALTERNATIVES:

City Council may deny the staff 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:
Daniel J. McHugh, 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
Budgeted Y/N:	Y
Account No.:	405400

Discussion:

There is no fiscal impact associated with approval of the Second Amendment to the Professional Services Agreement with Huitt-Zollars, Inc.

Attachments

Huitt-Zollars Second Amendment
Huitt-Zollars PSA First Amendment
Huitt-Zollars Agreement

SECOND AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This second amendment ("Second Amendment") to the agreement for engineering services for to the Live Oak Canyon Creek and Oakmont Park restoration project dated October 15, 2019 ("Agreement") by and between the City of Redlands, a municipal corporation ("City"), and Huitt-Zollars, Inc. ("Consultant"), is made and entered into this 17th day of May, 2022.

RECITALS

WHEREAS, it is the desire of City and Consultant to amend their existing Agreement, specifically to revise the Scope of Services to include final engineering plans, specifications and construction cost estimates;

NOW, THEREFORE, City and Consultant agree as follows:

AGREEMENT

Section 1. The scope of work performed by Consultant pursuant to Exhibit "A" of the Agreement, titled "Scope of Services," is hereby amended to include the work that is identified in Exhibit "1."

Section 2. Section 5.1 of the Agreement, titled "Payments to Consultant," is hereby amended to read as follows:

"5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of Three Hundred Seventy Two Thousand Two Hundred Twenty Two Dollars and Fifty Two Cents ($372,222.52). City shall pay Consultant on a time and materials basis in accordance with the hourly rates set forth in Exhibit "C," titled "Cost Proposal," attached hereto and incorporated herein by reference."

All other provisions of the Agreement shall remain unchanged by this Second Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment, to be effective as of May 17, 2022.

CITY OF REDLANDS

_____
Paul T. Barich, Mayor

HUITT-ZOLLARS, INC.

_____
Johnny Murad, Vice President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “1”

ADDITIONAL SCOPE OF SERVICES

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. ı 3990 Concours ı Suite 330 ı Ontario, CA 91764-7970 ı 909.941.7799 phone ı 909.941.7789 fax ı huitt-zollars.com

March 31, 2022

City of Redlands
35 Cajon Street, Suite 22
Redlands, CA 92373

Re: Oakmont Park Channel Rehabilitation
Live Oak Canyon Creek Geological Assessment Project
Scope Modification for Construction Documents
City of Redlands, CA
HZ Project R310845.01

Mr. John Harris:

Huitt-Zollars appreciates the opportunity to provide this proposal to the City of Redlands for professional services required to deliver construction documents (PS&Es – Plans, Specifications and Estimates) for the rehabilitation of the channel at Oakmont Park. It is our understanding that the environmental regulatory permitting phase recommends a design level of approximately 60% design. The primary goal of the 60% design will be to define an environmental impact boundary that encompasses the aesthetic and erosive goals for the project. In this phase we will continue to consider the project's hydraulics and scouring (h/s) study as necessary to arrive at less erosive flow velocities and coordinate the details necessary to deliver the desirable aesthetics. We are focusing our effort on a design that looks natural, addresses unstable conditions, promotes self-healing, and most importantly aligns a final design the City's ultimate objective.

In the preliminary phase our team evaluated the hydraulics and scour analysis to provide some initial recommendations. It was determined that the use of check dams, practical slope armoring, and slope cut backs of 2:1 would address the existing erosive conditions. The design also reviewed the use of culverts to provide pedestrian crossings and to help protect oak tree's in proximity of the channel. We detailed non-grouted rip-rap, gabions, and geotextiles that we considered minimally acceptable to reduce flow velocities. The City requested that the design provide the aesthetic appeal of a recreational park and that the team consider larger riprap slabs with subtle entry into the channel, as seen in pictures that were provided. They have further expressed that protection of slope be considered in both east and west banks to equalize the feel of the channel. To deliver construction documents that builds from the preliminary design with an intent to refine the h/s study, details, and proposes alternatives to address aesthetics we are requesting support from in house leads in landscape and structural design. We are also recommending that the project engage the geotechnical engineer to evaluate the soil conditions and provide geotechnical recommendations within the project boundary.

The following scope for preparation of construction documents for the Oakmont Park Channel Rehabilitation is based solely upon the scope of services, compensation, schedule, terms and conditions as specifically detailed herein:

HUITT-ZOLLARS

I. SCOPE OF SERVICES:

1.0 Engineering Services: As described above the scope of services in all task below is limited to analysis of a portion of the channel at Oakmont Park. More specifically limits that begin at an upstream end with the outlets at Sutherland Drive and extend approximately 800 linear feet downstream, as shown in our preliminary design drawings.

1.1 Channel Design: Provide drawings (plan and profile) for 100% design of the Oakmont Park channel. The design will continue to identify locations along the channel for application of specific erosive reduction measures such as check dams, slope armoring, culverts, gabions, and grading to stabilize the channel's erosion. Availability of materials with local quarries will be verified. A rough grading plan will be generated to establish the anticipated limits of work, as well as construction entrance(s) to the bottom of the channel. More specifically HZ will provide an evaluation of the design revisions related to the landscape design. This includes changes to slope and application of rip-rap through the channel. We will develop details and cross sections to deliver on the city's goal for aesthetics. The plans will provide sufficient information for an engineer's estimate of probable cost.

Deliverable:

70% Progress Design and Engineer's Estimate Only
90% PS&Es
100% (Final Design) PS&Es

1.2 Hydraulic and Scour Evaluation: Update the hydraulic model for the proposed design to reflect the 100% design. Our current preliminary analysis will be used to provide recommendations for 100% design for the Oakmont Park channel and then modified to match the deliverable at 70% and 90% design. The final hydraulic study will include a hydraulic model for the extents of the project, sizing of the bank repairs, check dams, pedestrian culvert crossing, and rip-rap aprons.

1.3 Landscape Support: Huitt-Zollars' landscape architect will coordinate with the city and research local stone quarries to determine the type of boulders or boulder slabs available in the area. The landscape design team will then work closely with the civil engineer to develop the detail and cross sections that deliver on the city's goal(s) for aesthetics.

Separate landscaping and irrigation plans are excluded and if required a separate scope and fee will be provided to the CLIENT for review and approval.

1.4 Structural Support: The design will require structural support to evaluate the stability of large boulders or boulder slabs and other erosive measure. Our structural team will work closely with the design team to provide supporting calculations.

HUITT-ZOLLARS

1.5 Geotechnical Engineering: To access the stability of soils, determine structural parameters, and provide recommendations to protect from further erosion damage. Our geotechnical consultant will conduct a field investigation and prepare a report which includes:

- **Project Setup**
  - Geotech will determine and field mark boring locations
  - Notify Underground Service Alert (USA)
  - Engage a drill rig to sample the subsurface soils
- **Field Investigation**
  - Plan for three (3) borings along the channel
  - Approximate depth of 25 feet
  - Drilled with a track-mounted rig equipped (hollow-stem augers)
  - Backfill with loose soil cuttings
  - City shall monitor and backfill settlement as necessary, if construction is delayed
- **Laboratory Testing**
  - In-place moisture and density
  - Expansion index
  - Laboratory maximum density
  - Direct Shear
- **Engineering Analysis and Report**
  - Project description
  - Summary of conditions
  - Description of the field procedures
  - Discussion of materials encountered
  - Discussion of properties
  - Exploratory logs
  - Approximate depth of groundwater, if encountered
  - Discussion of lab test results
  - Location of active faults within 62 miles
  - Seismic coefficient based on 2016 CBC
  - Discussion of Liquefaction
  - Slope stability evaluation
  - Slope construction recommendations
  - Soils bearing capacity
  - Lateral earth pressures

1.6 Engineer's Estimate of Probable Cost: Huitt-Zollars will prepare an engineer's estimate of probable cost at 70%, 90% and 100% design. The opinion of probable construction cost will use industry-standard unit costs, ENR construction costs, and available City cost database.

1.7 Specifications: Huitt-Zollars will prepare one set of project specifications. Specifications will be derived from city's boilerplate document and/or APWA standard specifications. Specification will be submitted at 90% and 100% design.

HUITT-ZOLLARS

2.0 Meeting and Project Management:

2.1 Meetings and Project Management: This item includes time for meetings, phone calls, conference calls, coordination, and other project management tasks.

2.2 ECORP's Meetings and Coordination: This item includes time for Ecorp's participation in meetings, phone calls, conference calls, coordination, and other project tasks.

II. COMPENSATION:

All services provided for this project will be billed monthly on a time and materials (T&M) based on 2022 hourly rates (See Attachment A).

1.0 Engineering Services:

1.1	**Channel Design**	$56,500
1.2	**Hydraulic and Scour Evaluation**	$32,000
1.3	**Landscape Support**	$30,000
1.4	**Structural Support**	$19,500
1.5	**Geotechnical Engineering**	$20,500
1.6	**Engineer's Estimate**	$ 9,000
1.7	**Specifications**	$10,500
	Sub Total for Engineering Services:	**$178,000**

2.0 Meetings and Project Management:

2.1	**Meetings & Project Management:**	$16,000
2.2	**ECORP's Meeting and Coordination:**	$ 5,000
	Sub Total for Meetings and Project Management:	**$21,000**

3.0 Reimbursable Expenses

3.1 Reimbursable expenses are estimated at **$500** which include deliveries, mileage, and production of bidding and construction documents. Expenses shall be compensated as agreed upon in the original contract.

The total estimated budget for all above items: $199,500

HUITT-ZOLLARS

III. DELIVERABLE:

Updated Hydraulics Analysis Report
Details and Cross-Sections (2 Sheets)
Oakmont Park Channel Design
Plan and Profile (2 Sheets)
Rough Grading (2 Sheets)
Final Grading (2 Sheets)
Storm Drain (1 Sheet)
Landscape Details (2 Sheets)
Quantities
Geotechnical Report
Structural Calculations

Sheet Format:
24”x36” Sheets
1” = 20’ Horizontal Scale
1” = 8’ Vertical Scale

IV. EXCLUDED SERVICES:

Surveying
Topography
Tree Surveys
Task not set forth in Scope
Third Party Fees

V. CLIENT PROVIDED ITEMS:

Client shall provide Huitt-Zollars with the following:

1. Written Notice to Proceed (WNTP)
2. Boilerplate Specifications, if available

VI. SCHEDULE:

Following receipt of a written notice to proceed we anticipate requiring 40 working days for geotechnical studies and approximately 160 working days to complete final design. A detailed milestone schedule that includes dates for 70%, 90% and 100% will be provided after NTP.

HUITT-ZOLLARS

VII. TERMS & CONDITIONS

The originally agreed to Terms and Conditions for the Live Oak Canyon and Oakmont Park restoration project dated October 15, 2019 between the City of Redlands and Huitt-Zollars with a revised scope and fee as provided herein will apply to this Project

We are ready to begin work as soon as we receive authorization via the Written Notice to Proceed. If you have any questions about any aspect of this proposal, please do not hesitate to give us a call.

Sincerely,

HUITT-ZOLLARS, INC.

Johnny Murad, P.E., QSD/P
Vice President / Managing Principal
C67512

Miguel Angel Hernandez, P.E., P.L.S., QSD/P
Senior Project Manager
C61378

EXHIBIT “2”

COST PROPOSAL

HUITT-ZOLLARS

Southern California

2022
HOURLY RATE SHEET

Engineering/Architecture

Principal	$ 280.00
Sr. Project Manager	$ 250.00
Design Principal	$ 220.00
QA Manager	$ 220.00
Project Manager	$ 215.00
Sr. Civil Engineer	$ 215.00
Sr. Structural Engineer	$ 205.00
Sr. Mechanical Engineer	$ 185.00
Sr. Electrical Engineer	$ 190.00
Civil Engineer	$ 160.00
Structural Engineer	$ 170.00
Mechanical Engineer	$ 170.00
Electrical Engineer	$ 170.00
Plumbing Engineer	$ 170.00
EIT	$ 145.00
Sr. Architect	$ 215.00
Architect	$ 200.00
Architect Intern 3	$ 165.00
Architect Intern 2	$ 135.00
Architect Intern 1	$ 120.00
Sr. Designer	$ 185.00
Designer	$ 160.00
Sr. CADD Technician	$ 145.00
CADD Technician	$ 115.00

Interior Design

Sr. Interior Designer	$ 170.00
Interior Designer	$ 120.00

Survey

Survey Manager	$ 220.00
Sr. Project Surveyor	$ 185.00
Project Surveyor	$ 155.00
Survey Technician	$ 125.00

Survey Crews

1-Person Survey Crew	$ 165.00
2-Person Survey Crew	$ 250.00
3-Person Survey Crew	$ 315.00

Construction

Construction Manager	$ 180.00
Resident Engineer	$ 165.00
Inspector/Owner's Representative	$ 130.00
Sr. Project Representative	$ 125.00
Resident Project Representative	$ 100.00

Administrative

Sr. Project Support	$ 110.00
Project Support	$ 85.00

Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	IRS Standard Business Mileage Rate

Hourly rates are subject to annual adjustment

FIRST AMENDMENT TO AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This first amendment ("First Amendment") to the Agreement for the Provision of Professional Services ("Agreement") dated October 15, 2019, by and between the City of Redlands, a municipal corporation and general law city ("City"), and Huitt-Zollars, Inc. ("Consultant"), is made and entered into this 5th day of October, 2021.

RECITALS

WHEREAS, it is the desire of the City and Consultant to amend their existing Agreement, specifically to extend the date for termination of the Services to October 15, 2023, and to make certain administrative changes;

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 3.2 of the Agreement, titled "Responsibilities of City," is hereby amended to read as follows:

"3.2 City designates John R. Harris, City's 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."

Section 2. Section 4.2 of the Agreement, titled "Performance of Services," is hereby amended to read as follows:

"4.2 The term of this Agreement shall be for a period of four (4) years commencing as of the Effective Date, unless terminated earlier as provided herein."

All other provisions of the Agreement shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of October 5, 2021.

CITY OF REDLANDS

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

HUITT-ZOLLARS, INC.

By: Johnny Murad, Vice President

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AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of professional engineering services for the Live Oak Canyon Creek and Oakmont Park restoration project ("Agreement") is made and entered in this 15th day of October, 2019 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Huitt-Zollars, Inc. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide professional engineering services for the Live Oak Canyon Creek and Oakmont Park restoration project which includes, but is not limited to, geological assessment and design services for City (the "Services").

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

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," entitled "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, State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.

3.2 City designates Chris Boatman, City's Interim 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," entitled "Project Schedule," which is attached hereto and incorporated herein by reference.

4.2 The term of this Agreement shall be for a period of two (2) years commencing as of the Effective Date, unless terminated earlier as provided 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 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.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Total compensation for Consultant's performance of the Services shall not exceed the amount of three hundred nineteen thousand six hundred fifty dollars ($319,650). City shall pay Consultant on a time and materials based upon the hourly rates set forth in Exhibit "C," entitled "Cost Proposal," 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, 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	Johnny Murad, Vice President
City of Redlands	Huitt-Zollars, Inc.
35 Cajon Street	3990 Concours, Ste 330, Ontario, CA 91764
P.O. Box 3005 (mailing)	Email: jmurad@huitt-zollars.com
Redlands, CA 92373	Phone Number: (909) 941-7799

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" entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to performance of the Services.

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

C. 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.

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 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, results 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 its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to

perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

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

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

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

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

CITY OF REDLANDS

By: _____
Paul W. Foster, Mayor

Attest:

_____
Jeanne Donaldson, City Clerk

HUITT-ZOLLARS, INC.

By: _____
Johnny Murad, Vice President

EXHIBIT "A"
SCOPE OF SERVICES



Live Oak Canyon Creek (LOCC), also known as Yucaipa Creek, drains westerly from Yucaipa into Redlands. The creek walls are slowly eroding and closing the gap between the creek and Live Oak Canyon Road just southerly of the Creek. LOCC may have experience increased erosion from current rainfall. Of specific concern is the area where drainage from Oakmont Park merges with LOCC, directly north of 31313 Live Oak Canyon Road.

Huitt-Zollars has visited the project site and noted that at this location, while the erosion is still a significant distance away from the road, it continues to show a rapid rate of erosion in a direction that may compromise the City's infrastructure.

Scope of work also includes improvements to the so-called "Oakmont" tributary stream to LOCC located within Oakmont Park, with a focus to be placed within the range of the existing gabions.



Consultant to conduct an analysis of the geological conditions specific to the location of concern in two phases that addresses, but is not limited to:

- Current geotechnical condition of soil in creek bed and walls
- Project condition given rate of erosion
- Design of required mitigation measures to prevent erosion
- Protection of oak trees and the trail system in Oakmont Park
- Necessary permits to construct improvements
- Approval from regulatory agencies
- Signage and barriers for safety
- Affected public areas
- Safety practices and Best Management Practices (BMP)
- Monitoring



It is understood that the project scope will be delivered in two phases.

Phase 1 – Evaluate the condition of the creek bed and surrounding walls, identify vulnerabilities, and make recommendations that assure public safety and protect property in LOCC. Evaluate the creek bed and surrounding walls based on post- development

hydrology, evaluate vulnerability of failing check dams, and make recommendations of minimal impact that will protect oak trees and the trail system in Oakmont Park. Recommendations will be associated with cost effective alternatives and presented in a written report. A draft report will be presented to the City for review prior to submittal of the final report. The final report that summarizes the finding and proposed recommendations will be presented to City Council.

Phase 2 – Develop Plans, Specifications, and Estimates (PS&E) of the recommended alternatives to prevent further significant erosion. The consultant will secure permits from required regulatory agencies and assist the City during the bid process. The proposed alternative(s) shall include a monitoring program.

A comprehensive approach to the design services will include:
- Geotechnical Investigation and Recommendations
- Environmental Services
- Topography of Existing Condition
- Preliminary Design Report – Findings, Alternatives, and Recommendations
- A Monitoring Program
- Obtaining all necessary permits
- Final Construction Documents (Plans, Specifications, and Estimates)

Services to assist the City with construction include:
- Bidding Support
- Construction Administration

Coordination and research will be required with:
- San Bernardino County
- City of Yucaipa
- California Fish and Wildlife
- Santa Ana Regional Board
- Army Corps of Engineers

EXHIBIT "B"
PROJECT SCHEDULE

Milestone	Anticipated Timeline
PHASE I	
Notice to Proceed	November 4, 2019
Kick-Off Meeting	November 11, 2019
Aerial Topography	November 22, 2019
Geotechnical Assessment	December 20, 2019
Environmental Assessment	December 20, 2019
Design Report - Draft Submittal	January 17, 2020
City Review	January 31, 2020
Design Report - Final Submittal	February 21, 2020
City Council Presentation	March 2, 2020
PHASE II	
Environmental CE	March 27, 2020
**(or Environmental IS/MND)*	August 10, 2020
80% Design Submittal	May 29, 2020
City Review	June 26, 2020
90% Plans, Specification, & Estimates	July 24, 2020
City Review	August 21, 2020
Final Submittal	September 11, 2020
Regulatory Permitting (401/404/1602)	September 25, 2020
** (if IS/MND) Regulatory Permitting (401/404/1602)*	February 5, 2021
Bid Support	8 weeks
Construction Support	20 weeks
Monitoring Survey	1 week
Record Drawings	1 week

**Assumes February 17, 2020 Kickoff*

EXHIBIT "C"
COST PROPOSAL

Work Task	PRINCIPAL		SR. PROJECT MANAGER		CIVIL ENGINEER		PROJECT SURVEYOR		Field Crew (2-Person)		CONVERSE GEOTECHNICAL	ECORP ENV.	TOTAL HOURS	TOTAL FEE (est)
DESCRIPTION	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	COST	COST		
Phase I - Preliminary Project Report (PDR)														
I.A Hydraulic and Geomorphic Evaluation			40	$9,000	180	$27,900							220	$36,900
I.B Geotechnical Desktop Study			4	$900							$5,500		4	$6,400
I.C Environmental Assessment			4	$900								$14,500	4	$15,400
I.D Topographic Surveying			2	$450	4	$620	32	$4,800	32	$7,520			70	$13,390
I.E Signage and Public Trails			8	$1,800	40	$6,200							48	$8,000
I.F Preliminary Design Report, Exhibits	4	$960	24	$5,400	60	$9,300							88	$15,660
I.G Project Administration and Meetings (Includes City Council Presentation)	6	$1,440	24	$5,400									30	$6,840
Phase I Subtotals:	**10**	**$2,400**	**106**	**$23,850**	**284**	**$44,020**	**32**	**$4,800**	**32**	**$7,520**	**$5,500**	**$14,500**	**464**	**$102,590**
Phase II - PS&E and Construction Support														
II.A 65%, 90%, and 100% PS&E	8	$1,920	80	$18,000	440	$68,200							528	$88,120
II.B 90% SWPPP			8	$1,800	40	$6,200							48	$8,000
II.C Design Geotechnical Recommendations			4	$900							$19,300		4	$20,200
II.D Bid Phase Support			24	$5,400	24	$3,720							48	$9,120
II.E Construction Phase Support			40	$9,000	24	$3,720							64	$12,720
II.F CEQA and 401/404/1602 Permitting			4	$900								$69,000	4	$69,900
II.G Project Administration and Meetings			40	$9,000									40	$9,000
Phase II Subtotals:	**8**	**$1,920**	**200**	**$45,000**	**528**	**$81,840**					**$19,300**	**$69,000**	**736**	**$217,060**
GRAND TOTALS:	**18**	**$4,320**	**306**	**$68,850**	**812**	**$125,860**	**32**	**$4,800**	**32**	**$7,520**	**$24,800**	**$83,500**	**1200**	**$319,650**
Reimbursable (~2% of Fee)														$6,400

The above-referenced hours for the identified tasks are estimates only. Huitt-Zollars, Inc. will conduct the above scope on an hourly time and materials basis, and will be compensated up to the not to exceed amount of three hundred nineteen thousand six hundred fifty dollars ($319,650).

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.

Huitt-Zollars, Inc. Date: 10/15/19

By: _____
Johnny Murad, Vice President

"A City That Works"

City Council/Financing Authority Meeting **I. 11.**

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8333 adopting the Citywide Wastewater Master Plan, and determine 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 (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to approve Resolution No. 8333

RECOMMENDATION:

MUNICIPAL UTILITIES AND PUBLIC WORKS COMMISSION (MUPWC) RECOMMENDATION

On April 4, 2022, the Municipal Utilities and Public Works Commission voted unanimously to recommend City Council adoption of the Citywide Wastewater Master Plan.

STAFF RECOMMENDATION

Staff recommends that City Council approve of Resolution No. 8333 adopting the Citywide Wastewater Master Plan, and determine 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.

DISCUSSION:

A Citywide Wastewater Master Plan (Plan) is a valuable tool that City staff uses to ensure the sustainability of wastewater infrastructure. The Plan includes short and long term Capital Improvement Programs (CIP) recommendations, as well as recommended implementation schedules. The City's last Plan update was completed in July 1998 by Camp Dresser & McKee, Inc. Since the last update, the City's population has increased significantly. The Plan will assist staff with CIP project prioritization to meet current and future customer demands. In September 2020, City Council approved a Professional Services Agreement with Dudek to update the 1998 Plan. After a yearlong effort, the Plan is complete. On April 4, 2022, the Municipal Utilities and Public Works Commission (MUPWC) reviewed the Plan and unanimously recommended City Council adoption.

Approval of Resolution No. 8333 is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

ALTERNATIVES:

City Council may deny the MUPWC and staff recommendations.

STRATEGIC PLAN:

Strategic Plan Priority D-3 Infrastructure: Develop and implement Water and Wastewater Utility Master Plans to ensure facilities are improved and maintained to meet the needs for our expanding community.

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Daniel J. McHugh, 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 this action.

Attachments

Resolution No. 8333

RESOLUTION NO. 8333

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING THE CITY OF REDLANDS WASTEWATER MASTER PLAN

WHEREAS, the City of Redlands ("City") desires to plan for short and long term Capital Improvement Program ("CIP") projects and establish an infrastructure improvement schedule for the following twenty (20) years; and

WHEREAS, the Municipal Utilities and Engineering Department was authorized by the City Council on September 1st, 2020, to enter into an agreement with Dudek, a professional engineering services firm, to update and develop a Citywide Wastewater Master Plan ("Plan"); and

WHEREAS, the City's consultant has utilized the Plan prepared in 1998, and the City's records of information, in developing a comprehensive master plan; and

WHEREAS, the City's Plan will be used as the foundation for implementing structural CIP projects when funding is available; and

WHEREAS, the Plan is now complete and requires City Council adoption;

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

Section 1. That approval of this Resolution is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) of the State's Guidelines implementing CEQA.

Section 2. The City Council hereby adopts the City of Redlands' Wastewater Master Plan attached hereto as Exhibit "A."

ADOPTED, SIGNED AND APPROVED this 17th day of May, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT “A”

CITYWIDE WASTEWATER MASTER PLAN

[ATTACHED]

Citywide Wastewater Master Plan

Summary Report

Prepared for:

City of Redlands
35 Cajon Street
Redlands, California 92373

Prepared by:

DUDEK
605 Third Street
Encinitas, California 92024

December 2021

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B. 2021 SOP Plant Power Outage
C. Cogeneration Pre-Cleaning Technologies
D. Cogeneration Unit Cut Sheet
E. Project Cost Summary Detail

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Acknowledgements

We appreciate the combined efforts of the entire project team in the development and preparation of the sewer master plan. Our project team includes staff from the City and Dudek. The efforts of the following individuals are respectfully and gratefully acknowledged for their contributions to the completion of the evaluations presented in this report:

City of Redlands

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Agata Bugala EIT, Project Engineer

Acronyms and Abbreviations

afy	acre-feet per year
ac	acre
ADWF	average dry weather flow
AQMD	Air Quality Management District
AWWF	average wet weather flow
BOD	biological oxygen demand
CAS	conventional activated sludge
CEM	continued emissions monitoring
CHP	combined heat and power
CIP	Capital Improvement Program
City	City of Redlands
cu. ft	cubic ft (ft^3)
d/D	Depth to Diameter ratio
DAFT	dissolved air flotation tanks
du or DU	dwelling unit
D/S	downstream
EPS	extended period simulation
EQ	equalization
FOG	fats, oils, and grease
ft	feet
GIS	Geographic Information System
gpd	gallons per day
gpd/acre	gallons per day per acre
gpd/DU	gallons per day per dwelling unit
H2S	hydrogen sulfide
HDR	high density residential
HMI	Human Machine Interface
HRT	hydraulic retention time
i.e.	that is
I/I	inflow and infiltration
in-diam	inner diameter
kWh	kilowatt-hour
LF	Lineal feet
LTSA	long term service agreement
MBR	membrane bioreactor
MGD	million gallons per day
O&M	operations and maintenance
OPH	operation hour
PDWF	peak dry weather flow
PLC	Programmable Logic Controller
PS	pump station
PVC	polyvinyl chloride
PWWF	peak wet weather flow
RCP	reinforced concrete pipe
SCADA	supervisory control and data acquisition
SCAQMD	South Coast Air Quality Management District
SCR	selective catalytic reduction
SMP	Sewer Master Plan
SOP	standard operating procedure
SSO	sanitary sewer overflow
TBD	to be determined
UNK	unknown
UPS	Uninterrupted Power Supply
U/S	upstream
VCP	vitrified clay pipe
VS	volatile solids
VSS	volatile suspended solids
WDR	Waste Discharge Requirements
WWTP	Wastewater Treatment Plant

Executive Summary

This Executive Summary provides highlights from the following Citywide Wastewater Master Plan report, summarizing the key findings and recommendations of each section. The Executive Summary consists of the following sections:

- Key Project Objectives
- Service Area and System Overview
- Future Flow Projections
- Collection System Hydraulic Model Development and Calibration
- Collection System Capacity Analysis Summary
- Wastewater Treatment Plant (WWTP) Process Evaluation
- Capital Improvement Program (CIP) Recommendations

ES-1 Key Project Objectives

In September 2020, the City of Redlands (City) retained Dudek to prepare the City's citywide wastewater collection system master plan. The goal of this project was to develop a clear understanding of the sewer collection system needs, both existing and future, and establish a management plan that supports those needs.

This 2021 Citywide Wastewater Master Plan seeks to address the following key objectives:

- Construct a new collection system hydraulic model based on current flow and wastewater facilities data and confirm existing and future dry and wet weather capacity.
- Perform a capacity analysis and high-level process evaluation on the City's wastewater treatment plant.
- Develop project costs and prioritization of recommended capital improvement projects.

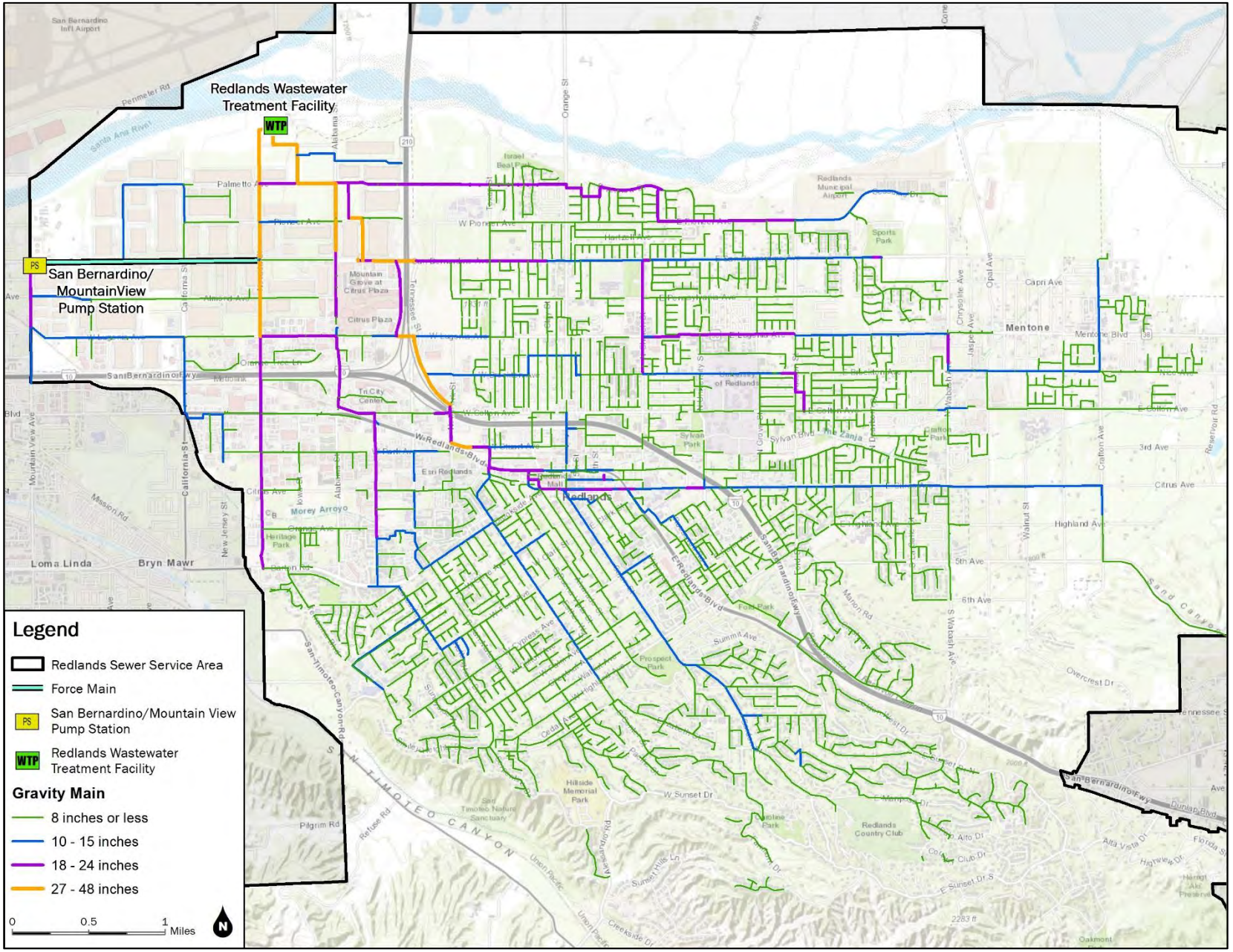
ES-2 Service Area and System Overview

The City of Redlands sewer service area covers approximately 48 square miles and is located 60 miles east of Los Angeles within San Bernardino County in Southern California. The City provides wastewater collection service to most parcels within the City limits through approximately 245 miles of gravity sanitary sewer pipelines, and one City-owned lift station, as shown in **Figure ES.1**.

All sewage generated within the service area is ultimately conveyed to the City's 9.5 million gallons per day (MGD) wastewater treatment plant. The WWTP currently operates two parallel treatment systems, a membrane bioreactor (MBR) treatment process with the capability to produce up to 6.0-MGD of recycled water and a conventional process with a capacity of 3.5-MGD.

More than a third of the land within the sewer service area is open space/recreation (36%) and more than a quarter is single family residential (26%). After residential and open space/recreation, a large portion of the land use is public/institutional (18%) and the remaining 20% is made up of agricultural (8%), industrial (6%), commercial (3%) and multi-family residential (2%).

Figure ES.1: Sewer Collection System



ES-3 Future Flow Projections

The City's 2019 population of approximately 72,200 is expected to grow to a buildout population of 90,000 by 2070. This City-wide population growth, combined with 1.1 MGD of additional flows from 55 developments currently planned to be built between 2020 and 2030, produces the estimated total average dry weather flows (ADWFs) and total average wet weather flows (AWWFs) for the City's collection system found in **Table ES.1**.

Table ES.1: Existing and Projected Sewer Flows

Year	ADWF (MGD)	PDWF (MGD)	AWWF (MGD)	PWWF (MGD)
2020	5.8	8.1	6.5	12.0
2030	6.9	10.4	7.6	12.9
2045	7.7	10.9	8.4	14.2
2070	8.0	11.6	8.7	15.0

ES-4 Collection System Hydraulic Model Development and Calibration

Available City GIS data for sewer pipelines 10-inches or greater in diameter (plus approximately 13,000 LF or 2.5 miles of 8-inch pipe) were used to develop and Innovyze® InfoSewer® model of the system. To load the model's dry weather scenarios, ADWFs measured at the WWTP in August 2020 were distributed proportionately through the existing system based on water usage data from the City's water billing database for calendar years 2017, 2018 and 2019. Similarly, wet weather flows measured at the WWTP on March 12, 2020 were used to distribute loads in the model's wet weather scenarios.

Once developed, the sewer model was calibrated. Model calibration is a process to ensure model outputs, including average flows, peak flows, and diurnal flow patterns, are consistent with field measured data. Sewer flow monitoring, while commonly used to assist with model calibration, was not performed due to time, and cost limitations. Hourly flow measurements entering the WWTP were exclusively utilized for developing the flow loading of model nodes. The hydraulic model is considered calibrated when both hourly flows and 24-hour flows were within 10% of field measurements. The results of the model calibration are presented in **Table ES.2**.

Table ES.2: Sewer Hydraulic Model Calibration Results

2020	WWTP Field Measured Flow (MGD)	WWTP Modeled Flow (MGD)	Percentage Difference
ADWF	5.8[1]	5.8	0%
PDWF	8.1[2]	8.1	0%
AWWF	6.4[3]	6.5	2%
PWWF	12.0[4]	12.1	1%

Notes:
[1] Based on average flows measured from August 1 through August 31, 2020.
[2] Value based on average of daily peak flows measured from August 1 through August 31, 2020.
[3] Value based on average flows measured on March 12, 2020 wet weather day.
[4] Actual measured PWWF on March 12, 2020 was 10 MGD due to limitations of the WWTP influent flow meter, though flow trajectories implied this value was higher. With concurrence with City staff, a value of 12 MGD was used to calibrate the hydraulic model for PWWF.

ES-5 Collection System Capacity Analysis Summary

The capacity of a sewer collection system is typically evaluated under peak wet weather flow (PWWF) conditions when flows are the highest. The calibrated hydraulic model developed for this project was used to evaluate system capacity under PWWF for existing (2020). Anticipated future flow scenarios (2030, 2045 and 2070) were loaded based on the results of the future flow projections analysis and then evaluated for system capacity. Collection system capacity was evaluated by determining the maximum depth over diameter (d/D) values in the system estimated during peak flows. The existing and future capacity analyses resulted in approximately 10,500 linear feet (LF) of pipeline being identified for improvement based on a d/D trigger criterion of 1.0 (100% full flow) under anticipated PWWF conditions. Recommended upsizing of pipelines are based on meeting pipeline design criteria under anticipated ultimate (2070) PWWF conditions.

In addition to evaluating pipeline capacity, the capacity of the lift station and wet well were also evaluated. Based on projected sewer inflow rates and with the largest pump out of service, the San Bernardino/Mountain View lift station is capable of handling PWWF throughout buildout of the system. When the pump in the San Bernardino/Mountain View lift station is in operation, the existing 12-inch and 14-inch forcemain velocities fall within the range allow by this master plan's design criteria, or between a minimum 2.5 feet per second (fps) and a maximum of 8 fps.

The existing wet well of the San Bernardino/Mountain View lift station does not meet the design criteria for emergency storage of 6 hours of ADWF. However, in the event of a power outage, there is an existing overflow discharge pipe that will take excess sewage flow by gravity from the San Bernardino/Mountain View lift station to the San Bernardino Wastewater Facility. The wet well currently provides approximately 2.5 hours of emergency storage. As development continues, that storage duration is projected to drop to approximately 1.5 hours in 2045.

ES-6 WWTP Process Evaluation

For this master plan, a high-level WWTP treatment processes evaluation was performed with a focus on near-term, long-term and buildout capacity. Individual unit process capacities were evaluated under current loading conditions as well as anticipated future loadings (2030, 2045, 2070). Results from the evaluation are intended to assist the City to determine potential near-term, long-term, and buildout upgrade needs and operations & maintenance (O&M) considerations for the WWTP. Unit process capacities normalized to average daily influent flow are summarized in **Table ES.3**.

Table ES.3: Redlands WWTP Effective Capacity

Unit Process	Avg. Flow Projections (MGD)				
	ADF Permitted Capacity	Current (2019-2020)	Near-Term (2030)	Long-Term (2045)	Buildout (2070)
Headworks	9.5	6	7	7.8	8.1
Raw Sewage PS	9.5	6	7	7.8	8.1
Primary Clarifiers	9.5	6	7	7.8	8.1
Peak Ponds (Flow Equalization)	9.5	6	7	7.8	8.1
Aeration Basins (CAS)	3.5	3.25	3.25	3.25	3.25
Aeration Basins (MBR)	6	2.8	3.8	4.6	4.9
Fine Screens (not existing)	-	-	-	-	-
MBR System	6	2.8	3.6	4.4	4.8
Chlorine Contact Tanks	6.6	2.8	3.6	4.4	4.8
Recycled Water PS	6.6	1.8	-	-	-
Effluent PS	9.5	6	7	7.8	8.1
Percolation Ponds (TBD)	-	-	-	-	-
DAF Thickeners	9.5	-	7	7.8	8.1
Digesters	9.2	-	7	7.8	8.1
Centrate Management (TBD)	-	-	-	-	-
Centrifuges (TBD)	-	-	-	-	-
Digester Gas Facilities (TBD)	-	-	-	-	-

The analysis found that the present treatment system is sufficient to meet projected demands in the near-term, long-term, and ultimate buildout. Solids treatment capacity and performance requires additional evaluation to address changes to influent loading concentrations and/or if the City pursues energy resource recovery through acceptance of food waste and/or FOG in conjunction with digester gas cogeneration and/or treatment and sale. A high-level cost estimate suggests that a cogeneration system would conservatively have a payback period between 11 and 16 years and save the City between $1 to $3 million over its 20-year useful life, before accounting for waste heat recovery. A cogeneration system would help the City reduce greenhouse gas (GHG) and other air quality emissions while saving on electricity costs.

The property size of the WWTP is large enough to accommodate the phased replacement and upgrade of facilities over time without causing significant constructability or maintenance of plant operations issues. A large portion of the plant site is used for sludge drying beds, which can be removed and replaced with mechanical dewatering and sludge cake storage if necessary. In addition, when the secondary clarifiers are abandoned in lieu of a full process conversion to membrane bioreactors (MBR), this portion of the site can be utilized for additional solids handling and/or gas handling facilities.

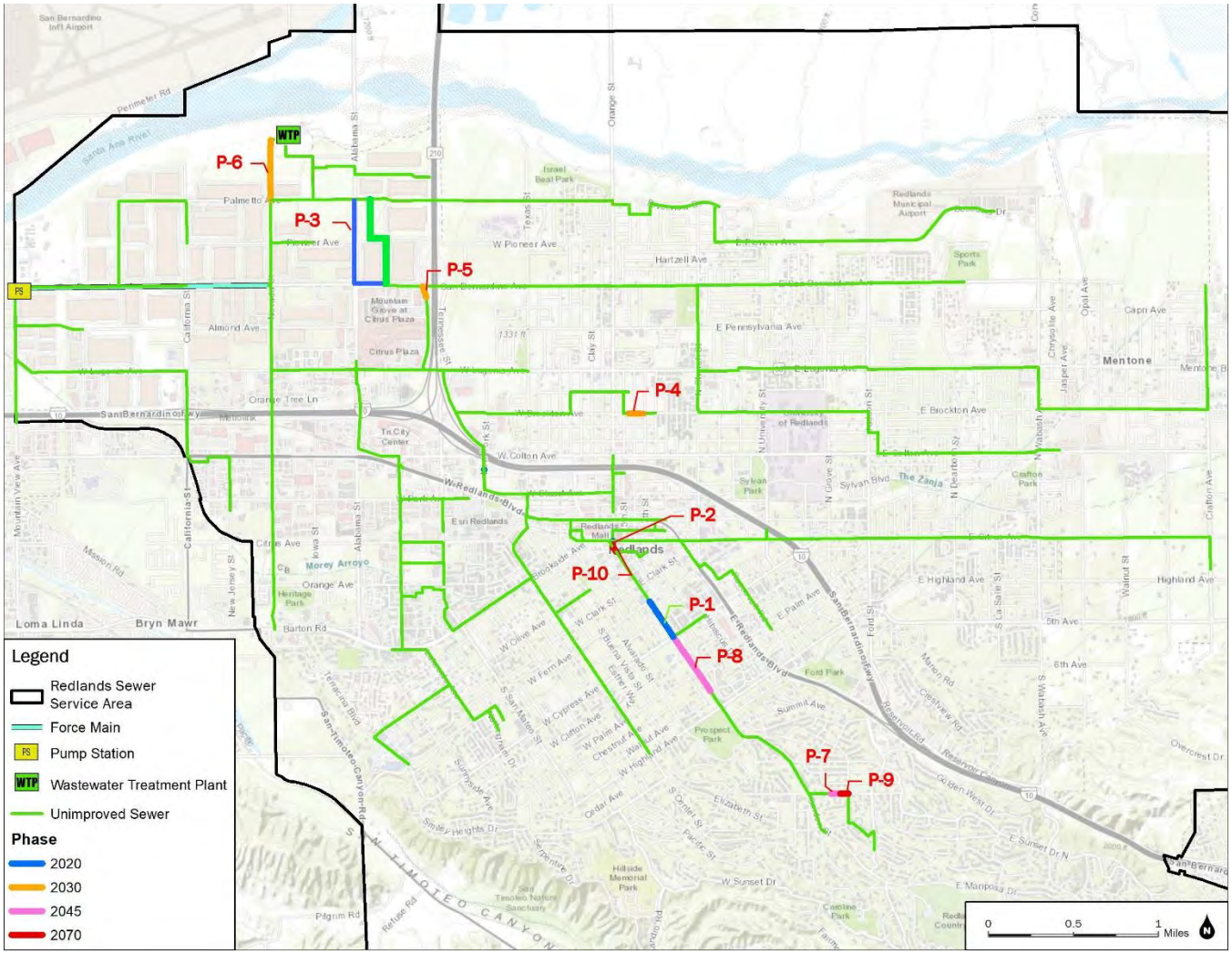
ES-7 CIP Recommendations

Capital Improvement Plan (CIP) projects were identified for pipelines, the San Bernardino/Mountain View Lift Station, and the WWTP.

A total of 10 pipeline improvements were identified, shown graphically in **Figure ES.2**. Due to the capacity analysis being based on a hydraulic model calibrated on only the WWTP influent flow meter, it is recommended that system-wide flow monitoring (CIP Project P-0) be performed prior to commencing each improvement. The system-wide flow monitoring should ensure a flow meter at each of the recommended pipeline improvement locations noted below.

It is recommended the City conduct an Optimization Study on the San Bernardino/Mountain View Lift Station to determine if there are opportunities to optimize operations to reduce power costs.

Figure ES.2: Recommended Pipeline Improvement Projects



It is recommended that the City develop a Solids Management Plan (Project WWTP-01) in the event the City elects to receive food waste, fats, oils and grease (FOG), and/or if solids loads to the WWTP increase. Additionally, it is recommended the City to consider replacing the existing, not-in-use cogeneration system with a new modern system (Project WWTP-02), as this could reduce electricity usage rates by utilizing WWTP produced biogas. A new, optimized cogeneration system can also significantly reduce air pollution levels from the plant as biogas wouldn't be directly flared off to the atmosphere and would function as a reliable source for any heating process within the WWTP. Project costs for the preliminary design of this new modern Cogeneration Facility and other CIP projects are listed in **Table ES.4**.

Table ES.4: Project Cost Summary

Project ID	Project Name	Description	Justification	Project Costs by Planning Period ($)			
				Existing (2020)	Near-Term (2030)	Long-Term (2045)	Buildout (2070)
Gravity Sewer Projects							
P-0	System-Wide Flow Monitoring	Install thirty (30) flow meters throughout existing sewer system	Confirm the need for each improvement based on real-time flow monitoring data	$ 162,000	-	-	-
P-1	Cajon St, Cypress Ave to Fern Ave, Pipeline Upsizing	Upsize 1,350 LF of 10-inch to 12-inch	Max d/D is 1.0 under 2020 PWWF	$ 827,000	-	-	-
P-2	Cajon St at Citrus Ave Pipeline Upsizing	Upsize 100 LF of 12-inch to 15-inch	Max d/D is 1.0 under 2020 PWWF	$ 141,000	-	-	-
P-3	Alabama St Pipeline Upsizing and Realignment	Install concrete plug to abandon 3,100 LF of existing 24-inch and 30-inch; Build 920 LF of new 24-inch in San Bernardino Ave; Build 2,700 LF of 36-inch in Alabama St	Max d/D is 1.0 under 2020 PWWF	$ 4,967,000	-	-	-
P-4	Brockton Ave Pipeline Upsizing	Upsize 700 LF of 8-inch to 10-inch	Max d/D is 1.0 under 2030 PWWF	-	$ 445,000	-	-
P-5	Citrus Plaza Dr Pipeline Upsizing	Upsize 350 LF of 24-inch to 27-inch	Max d/D is 1.0 under 2030 PWWF	-	$ 671,000	-	-
P-6	Nevada St Pipeline Upsizing	Upsize 1,900 LF of 27-inch to 30-inch	Max d/D is 1.0 under 2030 PWWF	-	$ 2,452,000	-	-
P-7	South Ave West of Franklin Ave Pipeline Upsizing	Upsize 300 LF of 8-inch to 10-inch	Max d/D is 1.0 under 2045 PWWF	-	-	$ 233,000	-
P-8	Cajon St between Highland Ave and Cypress Ave Pipeline Upsizing	Upsize 2,180 LF of 10-inch to 12-inch	Max d/D is 1.0 under 2045 PWWF	-	-	$ 1,136,000	-
P-9	South Ave at Franklin Ave Pipeline Upsizing	Upsize 300 LF of 8-inch to 10-inch	Max d/D is 1.0 under Buildout PWWF	-	-	-	$ 233,000
P-10	Cajon St at Vine St Pipeline Upsizing	Upsize 300 LF of 12-inch to 15-inch	Max d/D is 1.0 under Buildout PWWF	-	-	-	$ 346,000
			Total Gravity Sewer Projects:	**$ 6,097,000**	**$ 3,568,000**	**$ 1,369,000**	**$ 579,000**
Lift Station Projects							
LS-1	San Bernardino/Mountain View LS Optimization Study	Conduct study to evaluation optimization of the MVLS	Pumps consistently operating at reduced speeds	$ 40,000	-	-	-
			Total Lift Station Projects:	**$ 40,000**	**$ -**	**$ -**	**$ -**
Wastewater Treament Plant Projects							
WWTP-1	Solids Management Plan	Determine present solid loads and solids handling capacity at the plant.	Needed in the event the City elects to receive food waste, FOG and/or if solids loads to the plant increase.	$ 150,000			
WWTP-2	Cogeneration Facility Preliminary Design	Preliminary design of new cogeneration facility for the WWTP.	Estimated 11 year payback period for construction of new Cogen facility.	$ 300,000			
			Total WWTP Projects:	**$ 450,000**	**0**	**0**	**0**
			TOTAL:	**$ 6,587,000**	**$ 3,568,000**	**$ 1,369,000**	**$ 579,000**

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1 Introduction

This Wastewater Master Plan report for the City of Redlands (City) evaluates the operation and capacity of the existing wastewater collection system and wastewater treatment plant within the City of Redlands and makes recommendations for future system improvements. The report was prepared by Dudek. This introductory section provides background information on the scope and objectives of the Master Plan report, the City sewer system and services area, and the contents and organization of the report.

1.1 Background and Master Plan Objectives

In September 2020, the City retained Dudek to prepare the City's first wastewater master plan in over two decades. The City's sewer master plan was updated in 1998. Prior to 1998, the last master plan had been completed in 1972. As part of the 1998 master plan, the City had a computerized hydraulic model of the collection system prepared in conjunction with a geodatabase (GIS) of the infrastructure.

This 2021 Citywide Wastewater Master Plan update seeks to address the following key objectives:

- Construct a new collection system hydraulic model based on current flow and wastewater facilities data and confirm existing and future dry and wet weather capacity.
- Perform a high-level capacity analysis and process evaluation on the City's wastewater treatment plant.
- Develop project costs and prioritize recommended capital improvement projects.

1.2 Previous Master Plans

The primary objective of the 1998 Wastewater Collection System Master Plan was to identify collection system improvements and extensions that would be required within the planning period of 1996 to 2030. Additionally, the 1998 Master Plan converted the City's wastewater collection system maps to a GIS database to facilitate creation of a new hydraulic model of the primary (trunk) sewers. Analysis of the existing (1996) and buildout (2030) land use databases led to a projection that the potential sewer drainage area would more than triple from 9,160 acres in 1996 to 29,400 acres in 2030. The 1998 Master Plan ultimately recommended 14 primary sewer improvement projects totaling 26,500 lineal feet (LF) designed to correct hydraulically deficient pipes in the existing system. None of these projects had been implemented at the time of writing this report. To further accommodate the City's anticipated growth, the 1998 Master Plan also identified three primary sewer extensions: (1) San Timoteo/Live Oak Canyons Extension, (2) East Valley Corridor Extension, and (3) Eastern Mentone Extension; totaling approximately 37,940 ft of new sewer mains ranging from 12-inch to 18-inch in diameter. Like the primary sewer improvement projects, no sewer extension projects had been undertaken at the time of writing this report.

1.3 Service Area Overview

The City of Redlands was incorporated in 1888. A map of the region is presented in **Figure 1.1**. The current (2019) population of the City is approximately 72,200. Sewer system collection and treatment operation and maintenance is provided by the City Municipal Utilities and Engineering Department.

The City of Redlands sewer service area covers approximately 48 square miles and is located 60 miles east of Los Angeles in Southern California. The City is surrounded by several other Cities and unincorporated areas of San

Bernardino County, as shown in **Figure 1.2**. Average annual precipitation is 14 inches and most rainfall occurs between December and March.

The City of Redlands provides wastewater collection service to most parcels within the City limits through approximately 245 miles of gravity sanitary sewer pipelines. The City's wastewater collection system conveys untreated wastewater to their existing 9.5-MGD wastewater treatment plant. The wastewater treatment plant (WWTP) currently operates two parallel treatment systems, a membrane bioreactor treatment process with the capability to produce up to 6.0-MGD of recycled water and a conventional process with a capacity of 3.5-MGD.

1.4 Summary of Scope of Work

The following are primary tasks completed as part of the research, analysis, assessment and preparation of the master plan.

- Data Collection and Review
- Model Development, Calibration and Capacity Analysis
- WWTP Process Evaluation
- Recommended CIP Projects
- Wastewater Master Plan Report

Figure 1.1: Regional Map

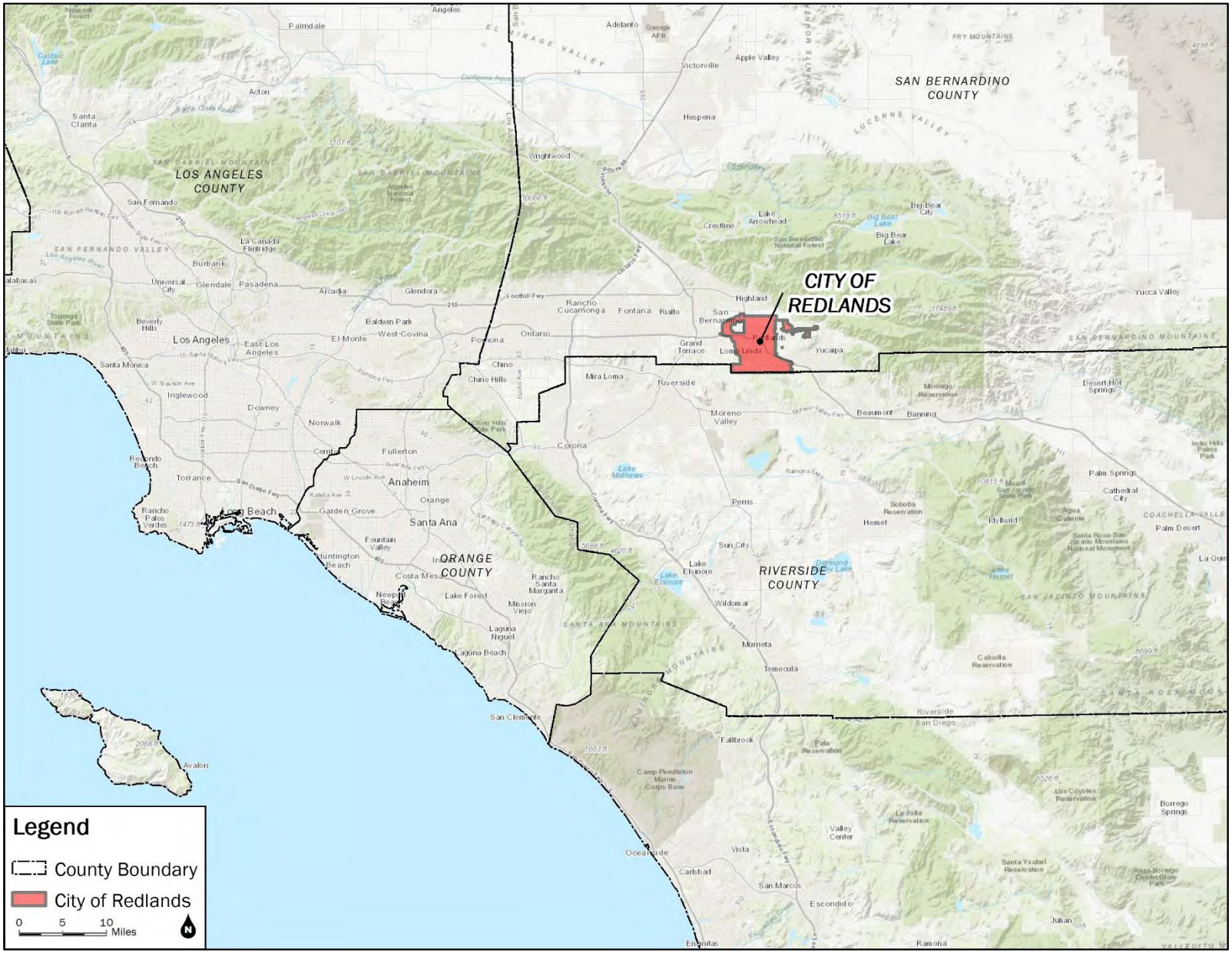
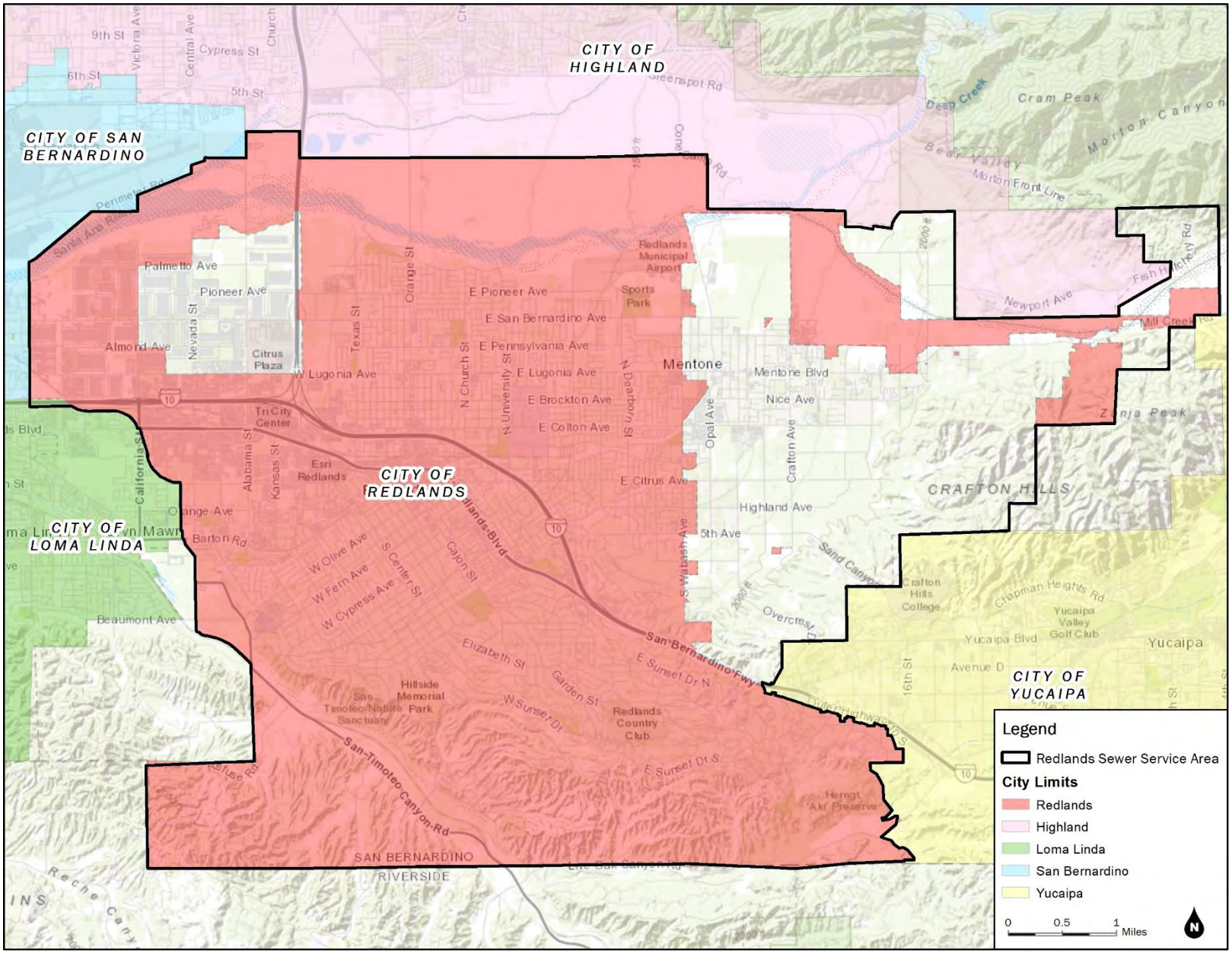


Figure 1.2: Service Area Boundary



1.5 Report Organization

The following list summarizes sections included in this report.

- 1.0 – **Introduction** describes the Master Plan Update background, objectives, scope of work, and report organization, key characteristics of the collection system, WWTP, and service area.
- 2.0 – **Existing System Description** summarizes the existing land use and current collection system infrastructure elements. Also included is a summary of the WWTP and WWTP inflow patterns used to calibrate the hydraulic model.
- 3.0 – **Future Flow Projections** summarizes anticipated growth in the sewer service area and the sewer loadings used in the future capacity analysis scenarios.
- 4.0 – **Collection System Capacity Analysis** describes the process for development and calibration of the sewer model as well as the results of the existing and future system capacity analysis.
- 5.0 – **Wastewater Treatment Plant Process Evaluation** provides a high-level evaluation of WWTP unit processes under existing, near-, mid-, and long-term capacity projections. A 72-hr power outage evaluation was performed to assess deficiencies in WWTP infrastructure and operational strategies. In addition, a cost benefit analysis for cogeneration of heat and power from digester and landfill gas is presented to assess the viability of the system.
- 6.0 – **Recommendations** provides a summary of the recommended system improvements identified in the collection system capacity analysis and the WWTP process evaluation.

Included as Appendices to the report are the following supporting materials.

A. Near-Term Developments
B. 2021 SOP Plant Power Outage
C. Cogen Pre-Cleaning Technologies
D. Cogen Unit Cut Sheet
E. Project Cost Summary Detail

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2 Existing System Description

This section summarizes facilities of the City of Redlands wastewater collection system. These facilities include gravity collection sewers, one City-owned lift station and associated force main, and a wastewater treatment plant. Information regarding the existing wastewater collection system facilities was obtained from the City's sewer system Geographic Information System (GIS), previous reports and City staff input.

The following section provides information on the following elements of the existing system:

- Sewer Collection System Summary
- Siphons
- Diversion Manholes
- Sewer Lift Stations and Force mains
- Sewer Flow Patterns
- Sewer Treatment
- Land Use

2.1 Sewer Collection System Summary

The existing sewer collection system is comprised of approximately 245 miles of gravity sewer pipelines with pipe diameters ranging from 3- to 48-inch, as detailed in **Table 2.1**. The majority (80%) of the pipes are 8-inches in diameter or smaller. Approximately 82% of the system is made up of vitrified clay pipe (VCP) with approximately 16% being polyvinyl chloride (PVC). The pipes range in age from 2 to approximately 120 years old (i.e. 1902 installation date) with approximately 34% of pipelines being over 50 years old, as presented in **Table 2.2**. All flows generated within the City are conveyed to the City's existing 9.5-MGD wastewater treatment plant for treatment and disposal. **Figure 2.1** summarizes the existing sewer collection system infrastructure.

Table 2.1: Gravity Pipeline Summary by Diameter, Material and Length[1]

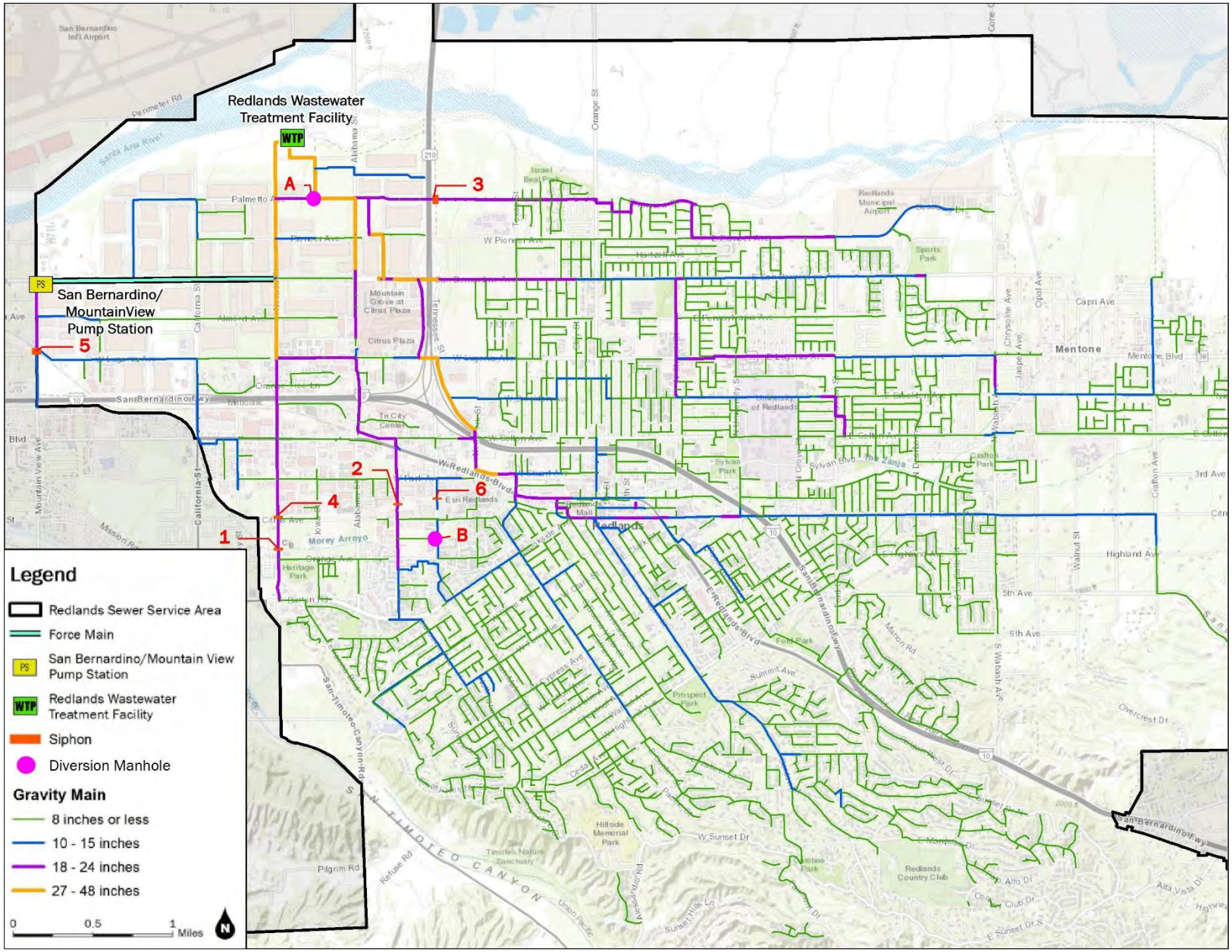
Diameter (inches)	Length of Pipe (ft)[2]						% of Total
	VCP	Concrete/RCP	CIP/DIP	PVC	Other[3]	Total	
3	200	-	-	-	-	200	0.0%
4	1,912	-	-	-	531	2,443	0.2%
6	31,799	-	-	379	-	32,179	2.5%
8	793,914		5,042	188,993	12,394	1,000,342	77.3%
10	34,022	1,150	663	342	52	36,230	2.8%
12	54,625	-	1,627	4,582	1,318	62,153	4.8%
14	633	-	33	-	3	669	0.1%
15	46,465	-	-	10,234	10	56,709	4.4%
18	43,000	-	205	2,646	671	46,523	3.6%
20	2,726	-	-	-	664	3,389	0.3%
21	14,082	-	-	-	-	14,082	1.1%
24	16,792	-	357	-	-	17,150	1.3%
27	2,177	-	-	-	2,338	4,515	0.3%
30	9,359	-	1,471	1,691	1,324	13,844	1.1%
36	130	-	-	1,932	-	2,063	0.2%
48	-	1,361	-	-	-	1,361	0.1%
Totals	**1,051,837**	**2,511**	**9,399**	**210,800**	**19,304**	**1,293,850**	**100%**
% of Total	81.3%	0.2%	0.7%	16.3%	1.5%	100%	–

Notes:
[1] Summary of data from GIS provided by City in 2020 for this study.
[2] Material type definitions include vitrified clay pipe (VCP), reinforced concrete pipe (RCP), cast iron pipe (CIP), ductile iron pipe (DIP) and plastic/polyvinyl chloride (PVC).
[3] Other pipeline materials include asphalt concrete, elastometric-coated steel, truss and unknown.

Table 2.2: Gravity Pipeline by Age

Install Year	Length of Pipe (ft)	% of Total
Unknown	3,034	0.2%
1902-1949	70,661	5.5%
1950-1959	161,492	12.5%
1960-1969	202,744	15.7%
1970-1979	276,124	21.3%
1980-1989	247,100	19.1%
1990-1999	118,627	9.2%
2000-2009	166,417	12.9%
2010-2019	47,651	3.7%
Total	**1,293,850**	**100%**

Figure 2.1: Sewer Collection System



2.2 Siphons

The existing sewer collection system contains six (6) siphons, as detailed in **Table 2.3** and shown graphically in **Figures 2.2**, **2.3** and **2.4**. An inverted siphon is a dip or sag in a sewer used to cross under a structure, channel, or stream. The sewer pipe in the inverted siphon is below the hydraulic grade line of the sewage flow and thus is always full of wastewater and under low pressure. In siphon design, it is good practice to have a multi-barrel siphon configuration to allow for both redundancy and cleaning during normal operation, as five of the six do in the City's system. The reduced diameter of the siphons, as designed for the City's multi-barrel configurations, increases flushing velocity, which is also a good design factor to note.

Table 2.3: Existing Sewer Siphons

Siphon No.	Name	Location & Manhole ID	Structure Crossing	Pipe Size (inch)	Length (ft)	U/S & D/S Pipe Diam (inch)	Install Year
1	Nevada & Orange	Nevada St north of Orange Ave (MH ID I37-5 to J37-4)	Morey Arroyo Creek	Triple Barrel / 15", 8", 15"	105	21" & 21"	1986
2	Kansas St	Kansas St at Orange Blossom Trail (MH ID J36-9 to J36-8) 3188	Flood Control Channel	Double Barrel / 10" & 15"	72	24" & 24"	1960
3	Domestic	West of the west end of Domestic Ave (MH ID N35-12 to N35-14)	Flood Control Channel	Triple Barrel / 12", 6", 12"	192	18" & 18"	1983
4	Nevada & Orange Blossom Trail	Nevada St at Orange Blossom Trail (MH ID I37-1 to J37-7)	Flood Control Channel	Triple Barrel / 15", 8", 15"	101	21" & 21"	1986
5	Mountain View Ave	Mountain View Ave at Lugonia Ave (MH ID L39-12 to L39-15)	Flood Control Channel	Triple Barrel / 12", 6", 12"	215	15" & 18"	1979
6	Tennessee St	Tennessee St at Orange Blossom Trail (MH ID J35-52 to J35-54)	Flood Control Channel	10"	64[1]	10" & 10"	UNK

Notes:
[1] There was no as-built drawing provided for this siphon; therefore, siphon length was estimated using the straight-line distance from a GIS aerial dataset.

Figure 2.2: Orange Blossom Trail and Morey Arroyo Creek Siphons

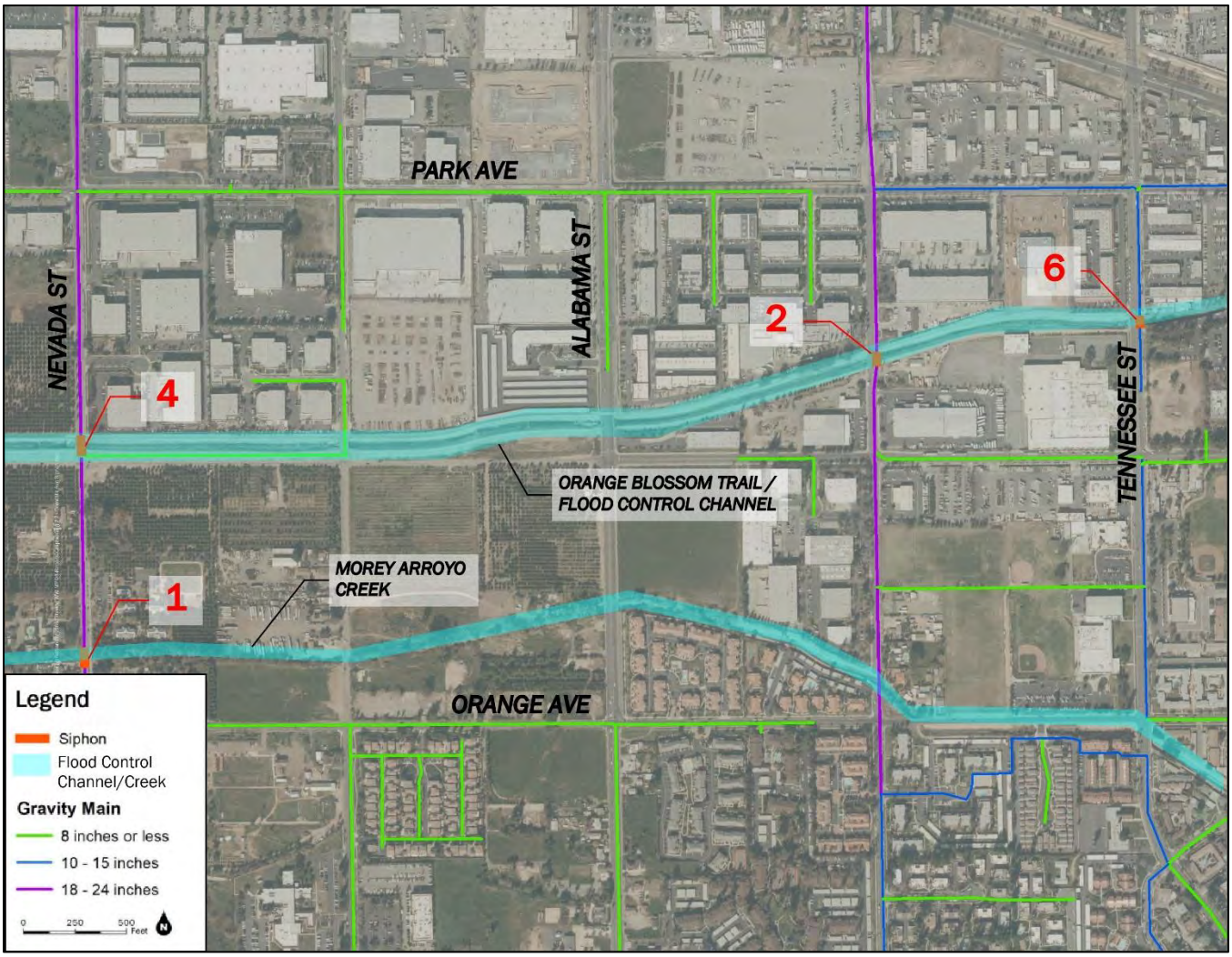
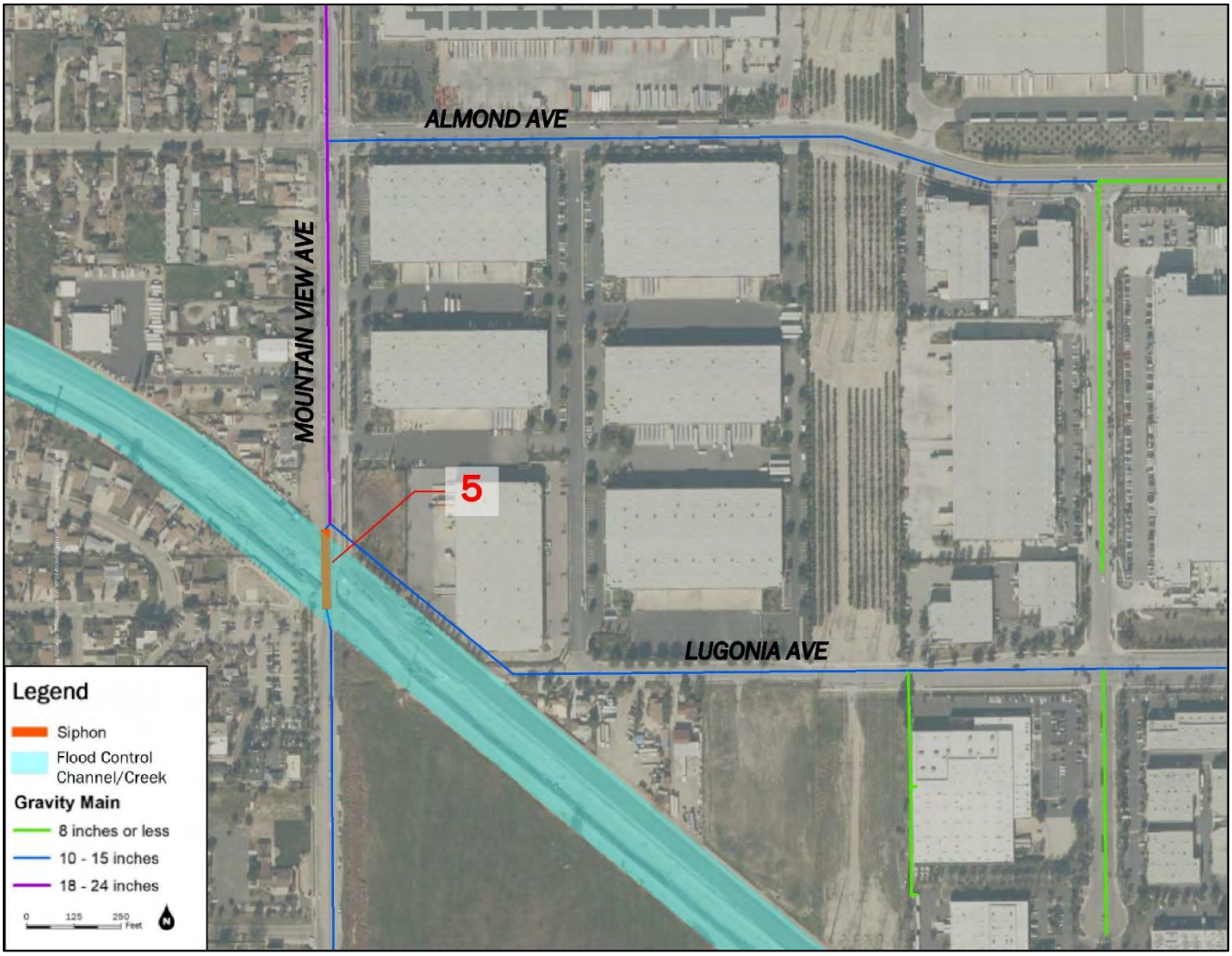


Figure 2.3: Domestic Ave West End Siphon



Figure 2.4: Mountain View Ave at Lugonia Ave Siphon



2.3 Diversion Manholes

Diversion manholes are unique manholes where sewer flow can be conveyed through more than one outlet. Typically, stop logs are used to intentionally block one outlet to force water into an intended downstream path. When evaluating system capacity, the accurate representation of flow patterns through diversion manholes is important. During the process of investigating the City's GIS data, two (2) diversion manholes for pipes larger than or equal to 10-inches were identified, as shown graphically on Figure 2.1. The diversion manholes are listed in **Table 2.4**.

Table 2.4: Existing Diversion Manholes (10-inch pipe and larger)

ID	MH No.	Location	Main Invert Elevation (ft)	Main Invert Diameter (inch) and Cardinal Direction	Overflow Invert Elevation (ft)	Overflow Invert Diameter (inch) and Cardinal Direction	Difference Between Overflow and Main Inverts (ft)
A	MH_N37_8	Palmetto Ave 1,300 ft east of Nevada St	1195.2	48", North	1197.89	20", West	2.7
B	MH_I35_22	Tennessee St 650 ft north of Orange Ave	1262.31	10", North	1262.81	8", East	0.5

2.4 Sewer Lift Stations and Force Mains

The existing sewer system includes one (1) active, City-owned, operated and maintained sewer lift station located at San Bernardino Ave and Mountain View Ave, and shown graphically in **Figure 2.5**. In the event of a power outage, the San Bernardino/Mountain View Lift Station has a discharge pipe that diverts flow to the San Bernardino Wastewater Facility. A street view of the exterior of the lift station is shown in **Figure 2.6**. **Table 2.5** provides general available lift station information.

Table 2.5: City-Owned Sewer Lift Station Data

Lift Station Name	Location	Year Built	Number of Pumps	Design Flow per Pump (MGD)	Force Main Diameter (inch)	Individual Force Main Length (ft)
San Bernardino/ Mountain View	Southeast corner of San Bernardino Ave and Mountain View Ave	1989	2 (duty/standby) on VFD	4.0	Dual (12"/14")	7,800

Figure 2.5: Sewer Lift Station Location Map

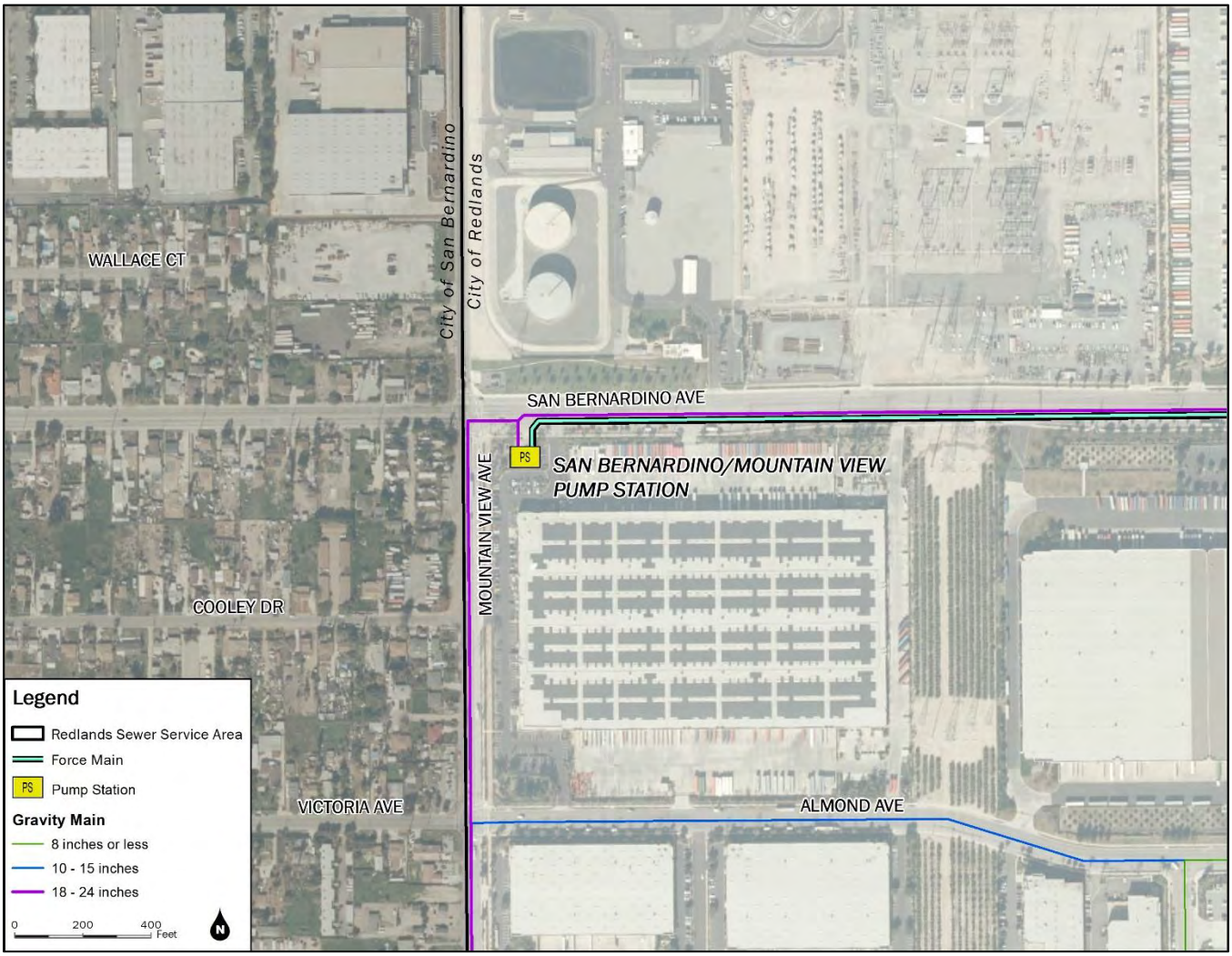
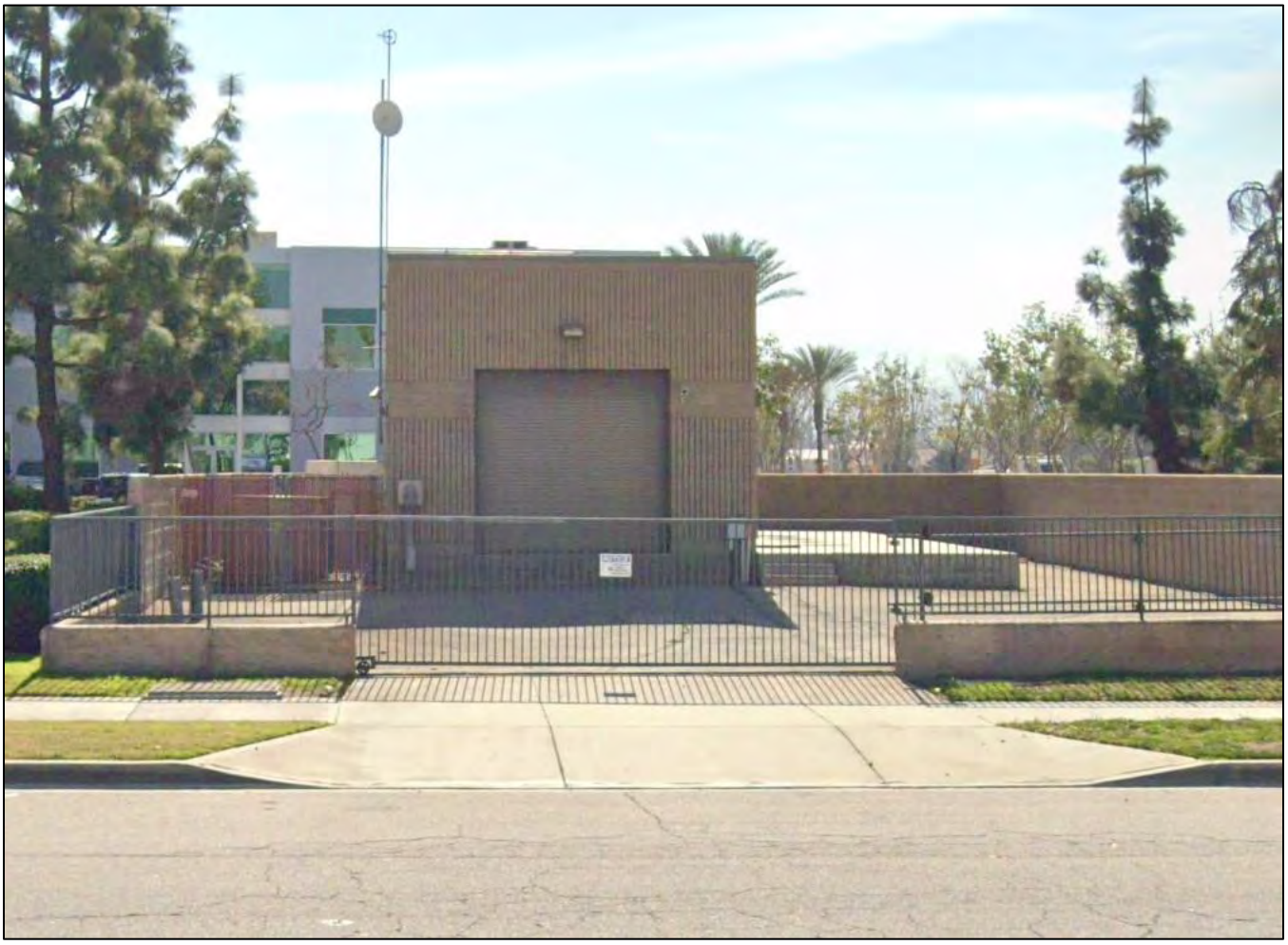


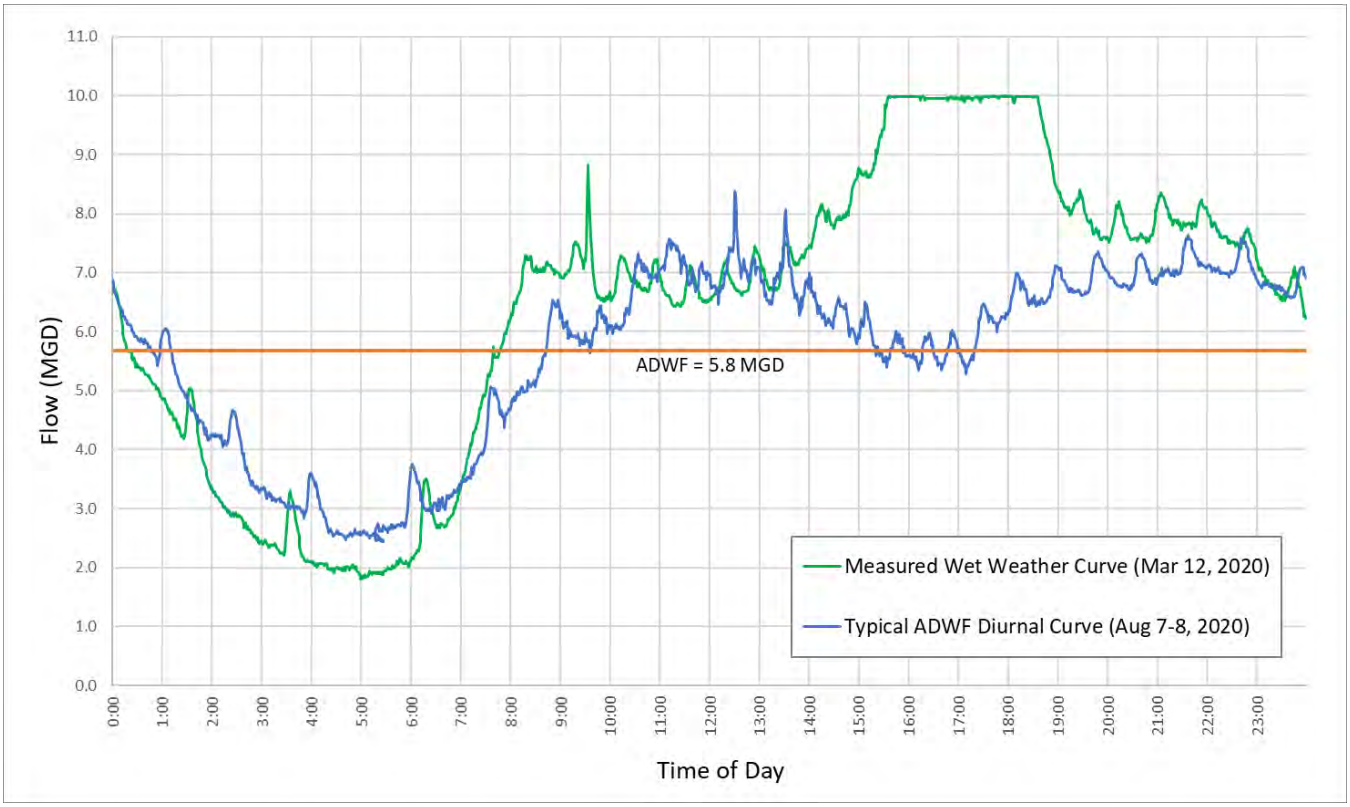
Figure 2.6: Street View of Mountain View Lift Station



2.5 Sewer Flow Patterns

The City does not have recent sewer collection system flow monitoring data. However, data from the WWTP influent flow meter was available to assess overall sewer flow patterns in the City's collection system. Hourly influent flow meter data was obtained from the WWTP from March through September 2020 to evaluate wet weather and dry weather flow patterns, respectively. **Figure 2.7** presents a typical 24-hour dry weather flow pattern at the City's WWTP. Systemwide average dry weather flow (ADWF) as measured at the WWTP is estimated at 5.8 MGD based on average flows for the month of August 2020. Figure 2.6 also shows one-minute WWTP influent flow meter data from the maximum wet weather influence day measured, which was the March 12, 2020 wet weather event. As evidenced in the graph, the WWTP influent flow meter measures to a maximum of 10 MGD. It is assumed that flow was greater than 10 MGD from approximately 3:30 pm to 6:30 pm that day. The WWTP influent flow meter was not able to measure flows above 10 MGD.

Figure 2.7: WWTP Influent Flow 24-Hour Dry Weather (August 7-8, 2020) and Wet Weather (March 12, 2020) Diurnal Curves



2.6 Sewer Treatment

The City of Redlands WWTP system provides for the collection, treatment, and disposal of municipal sewage. The system was constructed in 1962 and the most recent facility rehabilitation occurred in 2021. The WWTP has a permitted annual average flow of 9.5 million gallons per day (MGD). Currently, the WWTP operates two parallel treatment systems, a membrane bioreactor (MBR) process with the capability to produce up to 6.0 MGD of recycled water and a conventional activated sludge (CAS) process with a capacity of 3.5 MGD. Typical influent

average daily flow is approximately 5.8 MGD. More detail on the City's sewer treatment program can be found in Section 5.

2.7 Land Use

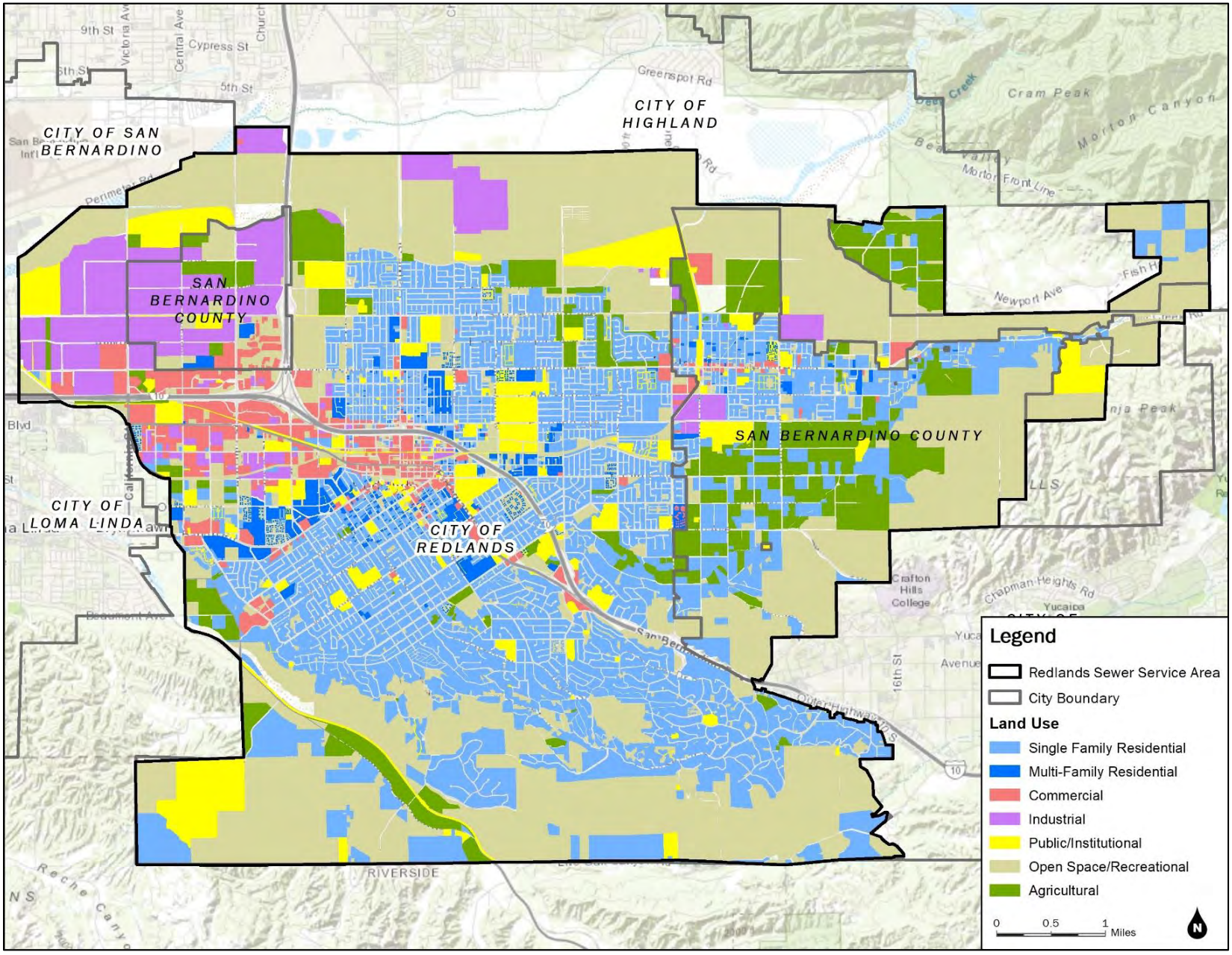
Table 2.6 summarizes the distribution of various land uses within the City's sewer collection system service area, which extends beyond the City boundary and into San Bernardino County. **Figure 2.8** presents the land use map of the sewer service area based on the most recent City data provided.

Table 2.6: Land Use Summary

Land Use Type	Area (acres)	Percentage of Total City Area
Single Family Residential[1]	8,095	26%
Multi-Family Residential	590	2%
Commercial	1,063	3%
Industrial	1,831	6%
Public/Institutional[2]	5,394	18%
Open Space/Recreation[3]	11,155	36%
Agricultural	2,553	8%
TOTAL	**30,681**	**100%**

Notes:
[1] Includes mobile home parks.
[2] Includes public facilities, transportation, schools, utilities, and right-of-way
[3] Includes parking lots, but does not include bodies of water

Figure 2.8: Land Use within Sewer Service Area



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3 Future Flow Projections

3.1 Population Growth Projections

This section describes the City's current and projected population throughout the 2070 planning horizon.

3.1.1 Existing Population

According to the 2019 Community Profile available on the City's website, the current population of the City was estimated at 72,172 in 2019.

3.1.2 Projected Population

Table 3.1 provides future (2025 through 2070) population projections based on population growth estimates provided in the City of Redlands General Plan 2035 (written in 2017), which projected population growth through 2035.

Table 3.1: Existing and Projected Population

Year	2019[1]	2025[2]	2030[2]	2035[2]	2040[3]	2045[3]	2070[4]
Population	72,172	73,500	76,300	79,100	82,200	85,500	90,000

Notes:
[1] Current estimate from City website for 2019.
[2] Assumed based on 0.8% growth from the City's 2035 General Plan.
[3] Assumes 0.8% growth rate from the City's 2035 General Plan continues to 2045.
[4] Per 2035 General Plan, buildout population is estimated to be approximately 90,000.

3.2 Projected 2030 (Near-Term) Flow Projections

According to data received from City staff, there are 55 development projects currently planned to be built between 2020 and 2030. Of the 55 projects, 22 are residential (totaling approximately 1,869 dwelling units), 20 commercial, seven (7) industrial, two (2) institutional, and three (3) hotels. Additionally, there is one large mixed-use development, the Transit Villages Specific Plan project, consisting of 2,000 high density residential dwelling units, 10.4 acres of commercial use, 1.3 acres of institutional use, and two hotels. Eleven (11) of the projects are redevelopment projects. The location of the development projects included in near-term are shown in **Figures 3.1** and **3.2**. **Appendix A** provides additional detail on each of the 55 near-term development projects shown in the following figures.

To estimate sewer generation from planned development projects, sewage flow factors were developed for each land use type, based on information from neighboring agencies and industry standards. **Table 3.2** presents the unit sewage flow factors applied to 54 of the 55 near-term developments (the Transit Villages Specific Plan development has its own unit sewage flow factors listed in a subsequent table). The projected sewage load of each near-term development project was used in conjunction with 2020 measured flows to create the hydraulic model near-term (2030) loading scenario, as described in more detail in Chapter 4.

Figure 3.1: Near-Term Development Projects Location Map

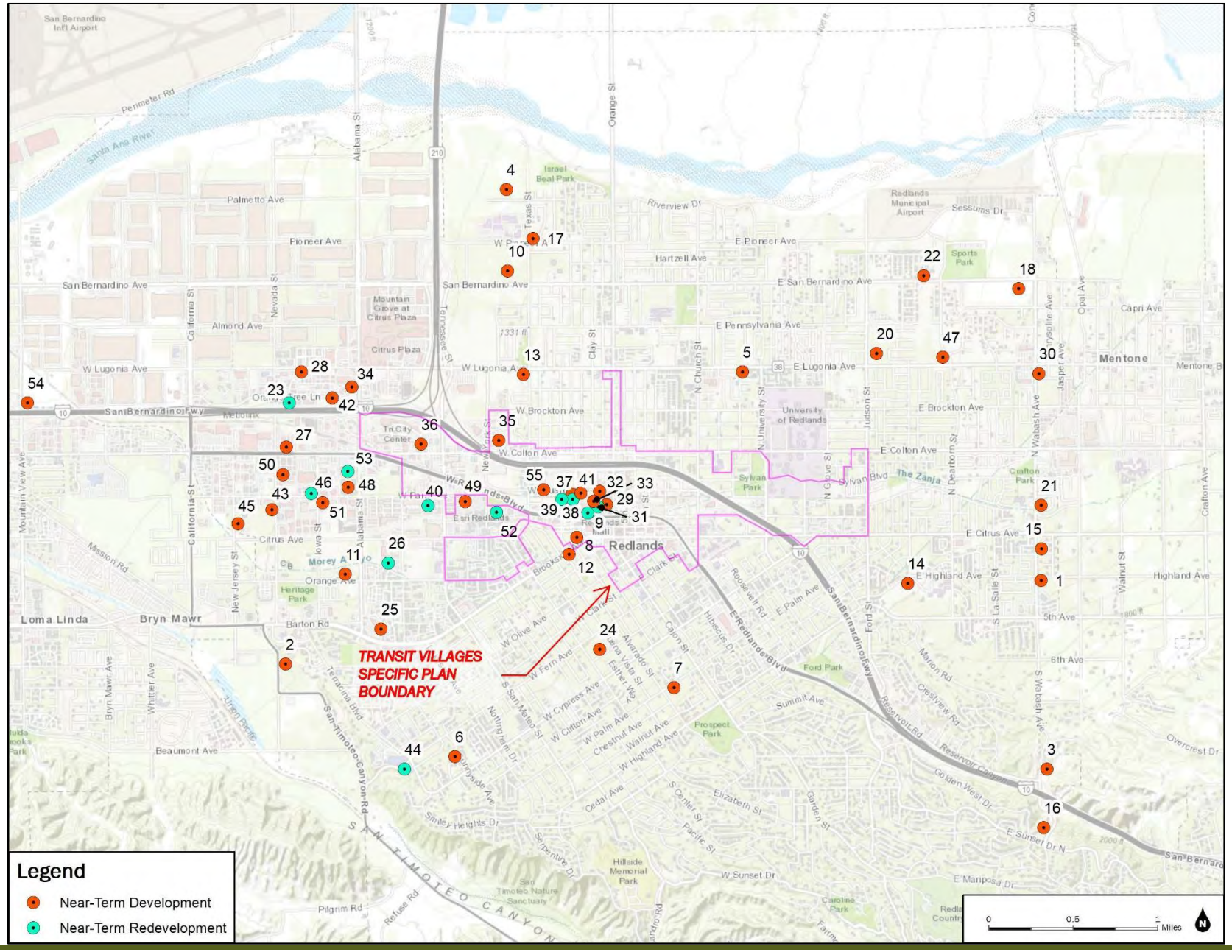


Figure 3.2: Near-Term Development Projects Location Map (Downtown Redlands Area)

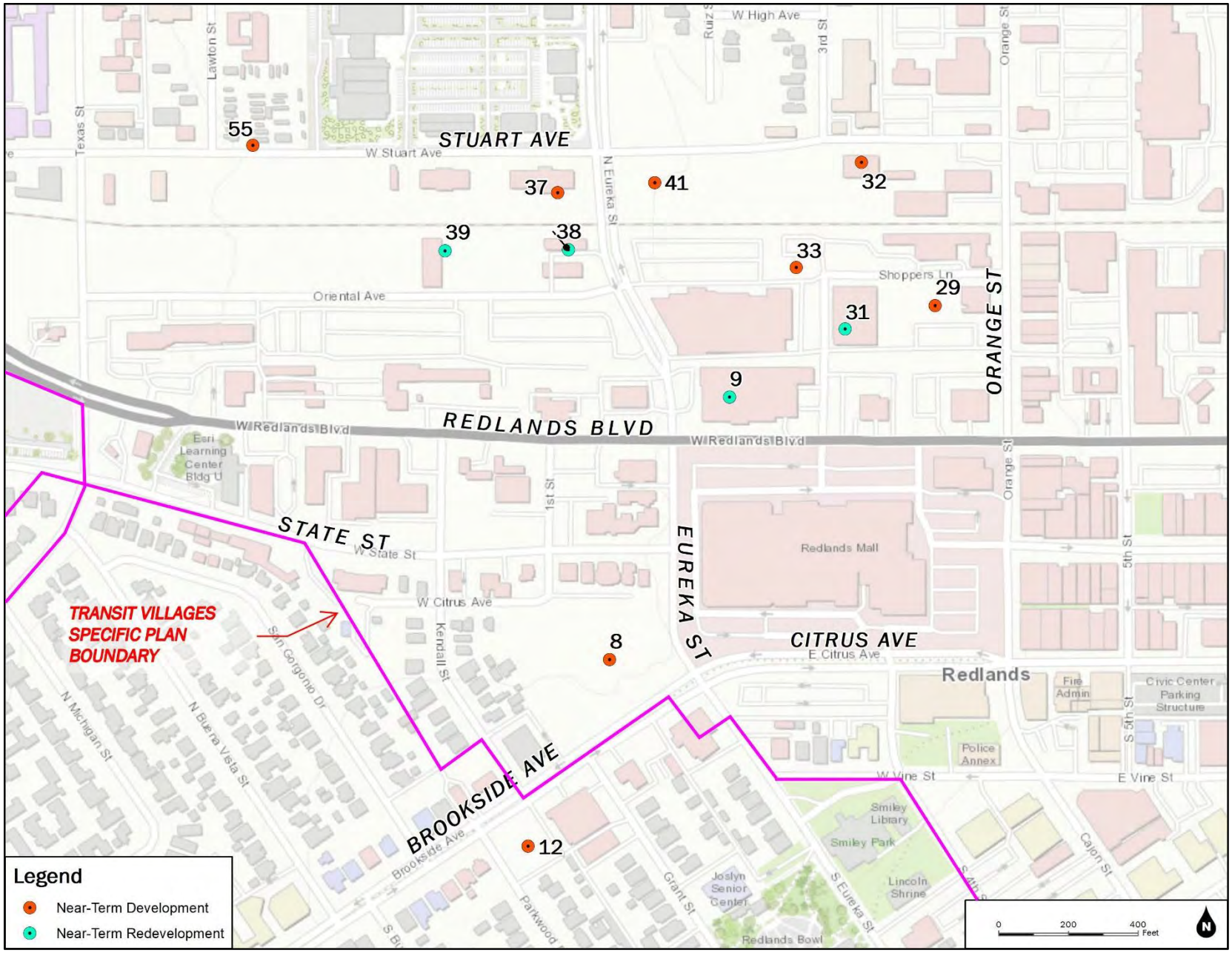


Table 3.2: Unit Sewage Flow Factors

Land Use	Unit Flow Factor		
	gpd/DU	DU/acre	gpd/acre
High Density Residential	120	30	-
Medium Density Residential	165	15	-
Single Family Residential	210	3	-
Hotel	110		-
Institutional	-		1,000
Commercial	-		3,000
Industrial	-		3,200

Notes:
gpd = gallons per day
DU = dwelling unit

The total projected near-term sewage loads from the 55 planned developments are summarized in **Table 3.3**.

Table 3.3: Additional Loads from Near-Term Developments

Development Type	Dev't Count	Dev't Acreage	Total No. DUs	Total Hotel Rooms	ADWF (MGD)
High Density Residential	2	1.5	177	-	0.02
Medium Density Residential	5	37.32	683	-	0.11
Single Family Residential	15	342.1	1,009	-	0.21
Hotel	3	6.04	-	288	0.03
Institutional	2	21.4	-	-	0.02
Commercial	20	36.3	-	-	0.11
Industrial	7	41.5	-	-	0.13
Transit Villages Specific Plan[1]	1	75.6	2,000	219	0.47
Totals	**55**	**561.76**	**3,869**	**507**	**1.1**

Notes:
[1] Transit Villages Specific Plan development is further described in Tables 3.4 & 3.5.

Note that the Transit Villages Specific Plan projected load of 0.47 MGD is 43% of the total projected loads of all near-term developments combined (1.1 MGD). The ADWF of Transit Villages used sewage flow factors from draft Transit Villages Specific Plan, as shown in **Table 3.4**. **Table 3.5** breaks down the different land use types and associated ADWF of the Transit Villages Specific Plan Development.

Table 3.4: Transit Villages Unit Sewage Flow Factors[1]

Land Use	Unit Flow Factor	
	gpd/DU	gpd/acre
High Density Residential (HDR)	210	-
Hotel	100[2]	-
Institutional	-	4,536
Commercial	-	2,178

Notes:
gpd = gallons per day
DU = dwelling unit
[1] Source: Table 8-3 Draft Transit Villages Specific Plan
[2] Hotel unit factor is 100 gpd per room

Table 3.5: Transit Villages Specific Plan Development

Development Type	Acreage	Size (DU)	Size (Rooms)	ADWF (MGD)
High Density Residential (HDR)	63.9[1]	2,000	-	0.42
Hotel		-	219	0.02
Institutional	1.3	-	-	0.01
Commercial	10.4	-	-	0.02
Totals	**75.6**	**2,000**	**219**	**0.47**

Notes:
[1] Transit Villages Specific Plan does not differentiate between the HDR and Hotel areas.

Using the estimated 2020 ADWF of 5.8 MGD from WWTP influent flow meter data, the addition of the estimated loads from the 55 developments anticipated to be built by 2030 projects a system-wide ADWF of approximately 6.9 MGD in 2030. While approximately 11 of the 55 projects are redevelopment (replacement of existing sewer loads), the full 1.1 MGD of anticipated ADWF was used to augment existing flows to provide a conservative sewer flow growth estimate.

3.3 Projected 2045 (Long-Term) Flow Projections

The City's existing and projected populations in Table 3.1 were used to calculate the percentage increase in population from 2019 to 2045 (i.e. the population growth factor). This population growth factor of 1.18 (calculated as the 2045 population of 85,500 divided by the 2019 population of 71,172) was multiplied across the existing (2020) collection system ADWF to estimate the increase in sewer loading due to a general infill scenario throughout the service area. The resulting increase in ADWF through 2045 due to infill was summed with the total near-term (2030) development ADWF in Table 3.3 to determine the total projected 2045 ADWF sewer loading.

3.4 Projected 2070 (Ultimate) Flow Projections

As with the 2045 (Long-Term) projections, the projected ultimate sewer flows were determined using a population growth factor, based on the percentage increase in population from 2019 to 2070 in Table 3.1. The population growth factor of 1.25 (calculated as the 2070 population of 90,000 divided by the 2019 population of 71,172) was multiplied across the existing (2020) collection system ADWF to estimate the increase in sewer loading due to a general infill scenario throughout the entire service area. The resulting projected increase in ADWF through 2070 due to infill was summed with the near-term (2030) development ADWF to produce the total projected 2070 (ultimate) ADWF sewer loading.

3.5 System Flow Summary

Wet weather flows were estimated for each scenario using the 2020 wet weather flow scenario as the base wet weather flow rate, as captured by the March 12, 2020 wet weather event, and adding the increase in ADWF for each planning period described in the previous sections. For example, the estimated 2030 wet weather flow scenario is equal to the measured 2020 AWWF of 6.5 MGD plus the increase in ADWF between 2030 and 2020 of 1.1 MGD; for a total estimated 2030 AWWF of 7.6 MGD. **Table 3.6** summarizes the ADWF and AWWF in each sewer model loading scenario, from existing (2020) to projected ultimate (2070).

Table 3.6: Existing and Projected Sewer Flows

Year	ADWF (MGD)	AWWF (MGD)
2020	5.8	6.5
2030	6.9	7.6
2045	7.7	8.4
2070	8.0	8.7

4 Collection System Capacity Analysis

The capacity of the sewer system is analyzed with a hydraulic model and results are evaluated with respect to established and verified design criteria to identify capacity deficiencies. This section describes the design and evaluation criteria, the collection system hydraulic model development and the results of the existing and future capacity evaluations of the City's sewer collection system. The evaluation method employs the use of the Innovyze® InfoSewer hydraulic modeling software, which performs hydraulic calculations within extended period simulations (EPS).

4.1 Design Criteria

Design and evaluation criteria provide the standards against which the existing system is evaluated. These criteria are also the basis for planning of new facilities to improve existing service or to handle future wastewater flows. The design criteria recommended for use in this Master Plan Update are based on the 1998 City of Redlands Wastewater Collection System Master Plan's sewer analysis criteria, criteria from similar and neighboring sewer agencies, as well as industry standards. The recommended sewer design and evaluation criteria for this study are summarized in **Table 4.1**. It is noted that diurnal patterns used in the hydraulic analysis are based on historical dry and wet weather peak flows observed from WWTP influent flow data, as previously presented in Section 2 and discussed in more detail at the end of this section.

Table 4.1: Design and Evaluation Criteria

Gravity Main Criteria	Minimum pipe diameter	8-inches
	Minimum allowable velocity at peak dry design flow	2 ft per sec
	Manning's Roughness Coefficient	0.013
Depth-to-Diameter Ratio for Gravity Mains	For sewer mains ≤ 12-inch	0.50
	For sewer mains > 12-inch	0.75
Lift Station Criteria	Minimum Number of Pumps	2
	Minimum Pump Capacity	Duty pumps capable of handling PWWF
	Standby Capacity	100% of the largest pump capacity
	Emergency Storage Capacity[1]	6 hours of ADWF
Velocity for Force Mains	Minimum allowable velocity	2.5 ft per sec
	Maximum allowable velocity	8 ft per sec

Note:
[1] Emergency storage capacity calculated based on volume between lag pump start level and max high-water level in the wet well.

The most common capacity evaluation criterion for gravity sewers is the ratio of depth of flow divided by diameter (d/D), which is calculated in the hydraulic model based on Manning's Equation. The capacity of each gravity sewer is based on the relative depth of flow within the respective pipeline reach. Gravity sewers are not typically

designed to flow full, as unoccupied space at the top of the pipe is used for conveyance of sewage gases and to provide contingent capacity for wet weather inflow and infiltration (I&I). Pipeline sizing is typically based on the pipeline flowing 75% full at the PWWF if the pipe is larger than 12-inches in diameter (d/D = 0.75). For a pipeline with a diameter of 12-inches or smaller, a d/D factor of 0.50 is used.

Manning's coefficient of friction factors for pipelines vary with the material and the age of the pipe. A roughness factor as indicated by a Manning's coefficient ("n") of 0.013 is commonly used to evaluate existing gravity sewers and for projection of future sizing needs. Studies have indicated that this value provides a conservative estimate of the average friction factor of pipelines over their useful life.

In the design of sewer lift stations, it is required that spare pumping units be included for mechanical reliability. A wastewater facility must be capable of conveying peak wet weather flows with the largest operating unit out of service. Lift stations are typically equipped with two or more pumps, including one pump of the largest size as a standby unit, and have a secondary or emergency power source consisting of either installed generators or a connection for a portable generator. In lieu of emergency backup power, a lift station may have the ability to overflow to another facility with sufficient capacity to accommodate excess flows. Force mains are evaluated based on maintenance of a minimum or maximum allowable flow velocity, recommended to vary between 2.5 and 8.0 fps. Velocities less than 2.5 fps may result in deposition in the force main, while velocities greater than 8.0 fps can damage the pipeline through excessive abrasion.

4.2 Pipeline Evaluation

As stated in the previous section, the design criteria for gravity sewers provides unoccupied space at the top of the pipe for conveyance of sewage gasses and to provide contingent capacity for wet weather inflow and infiltration. In this Master Plan, the PWWF analysis assumes the timing of peak I&I rates coincide with the PDWF, and the duration of the PWWF condition is brief. When gravity pipelines are evaluated to determine if there is adequate capacity under the PWWF condition, separate pipeline evaluation criteria are often used to determine the permissible flow level before the pipeline should be upsized. These criteria are often referred to as "trigger" criteria. Based on criteria from the City's 1998 master plan, consistent with those established by other agencies, gravity sewers are permitted to flow up to 100% full (d/D = 1.0) at the PWWF before improvement projects will be identified.

4.3 Hydraulic Model Development

The principal tool utilized in the capacity analysis is a hydraulic model that simulates flow conditions, such as wastewater depth, flow rate, and velocity within the City's wastewater collection system. The City had GIS data prepared as part of the 1998 Wastewater Collection System Master Plan. As part of this master planning effort, the available GIS data was converted to InfoSewer® modeling software, which is an ArcGIS-based computer program developed by Innovyze® that allows for direct importation of the existing sewer GIS data maintained by the City. Existing sewer GIS data imported into the model includes pipelines and manholes.

Due to the absence of a significant number of invert elevations in the existing GIS data for pipelines under 10-inches in diameter, the hydraulic model was developed for larger diameter (10-inches and greater) pipelines only, plus a few key sections of 8-inch diameter pipe. These pipelines constitute the reaches with the highest amounts of wastewater flow and therefore the higher potential impact in the event of a sewer overflow. Controls in the model were added at the sewer lift station, as well as the two diversion structures in the model, to ensure modeled flows matched field conditions. Additionally, sewer as-builts were used to verify or update the model for areas where the existing data created hydraulic conditions not typical of a gravity fed sewer system.

4.3.1 Dry Weather Flow Loading

Recent collection system flow monitoring data was not available for loading and calibration of the hydraulic model. In order to allocate flows appropriately, average dry weather wastewater flows measured at the WWTP in August 2020 were distributed proportionately through the existing system based on water usage data from the City's water billing database for calendar years 2017, 2018 and 2019. Therefore, areas with higher water usage were assumed to have higher relative wastewater generation. Once distributed, modeled flows at the WWTP discharge location in the model were calibrated to measured WWTP influent flows to ensure total dry weather sewer flows in the system were consistent with real world data. This calibration is described in Section 4.3.3.

4.3.2 Wet Weather Flow Loading

As with the dry weather flow loading, wet weather flow monitoring data within the collection system were not collected in the field. Modeled flows at the WWTP location in the model were calibrated to measured WWTP influent flows to ensure total wet weather sewer flows in the system were consistent with real world data on March 12, 2020. This calibration is described in the following section.

4.3.3 Model Calibration

Model calibration is a process to ensure model outputs, including average flows, peak flows, and diurnal flow patterns, are consistent with field measured data. For this hydraulic analysis, because collection system flow monitoring data was not available upstream of the WWTP, model calibration was achieved by comparing and adjusting average dry and peak wet weather flows and 24-hour diurnal flow curves used in the model until the flow patterns within the model output replicated field flow monitoring results at the WWTP influent flow meter for both existing dry and wet weather scenarios. Existing dry weather conditions were based on WWTP influent flow meter data from August 2020, while existing wet weather conditions were based on WWTP influent flow meter data from the March 12, 2020 wet weather day. The hydraulic model was considered calibrated when both hourly flows and 24-hour flows were within 10% of field measurements.

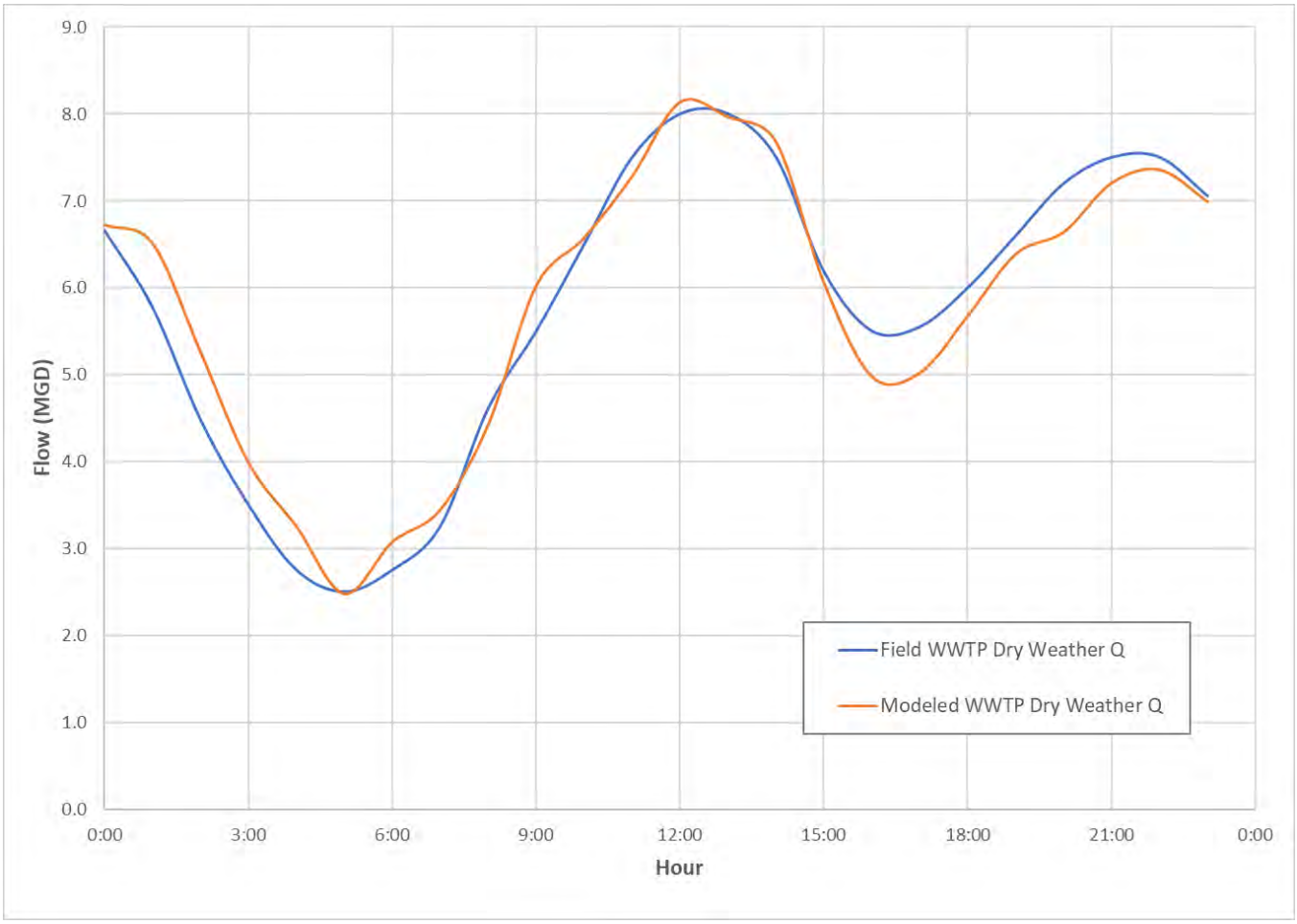
Table 4.2: Sewer Hydraulic Model Calibration Results

2020	WWTP Field Measured Flow (MGD)	WWTP Modeled Flow (MGD)	Percentage Difference
ADWF	5.8[1]	5.8	0%
PDWF	8.1[2]	8.1	0%
AWWF	6.4[3]	6.5	2%
PWWF	12.0[4]	12.1	1%

Notes:
[1] Based on average flows measured from August 1 through August 31, 2020.
[2] Value based on average of daily peak flows measured from August 1 through August 31, 2020.
[3] Value based on average flows measured on March 12, 2020 wet weather day.
[4] Actual measured PWWF on March 12, 2020 was 10 MGD due to limitations of the WWTP influent flow meter, though flow trajectories implied this value was higher. With concurrence with City staff, a value of 12 MGD was used to calibrate the hydraulic model for PWWF.

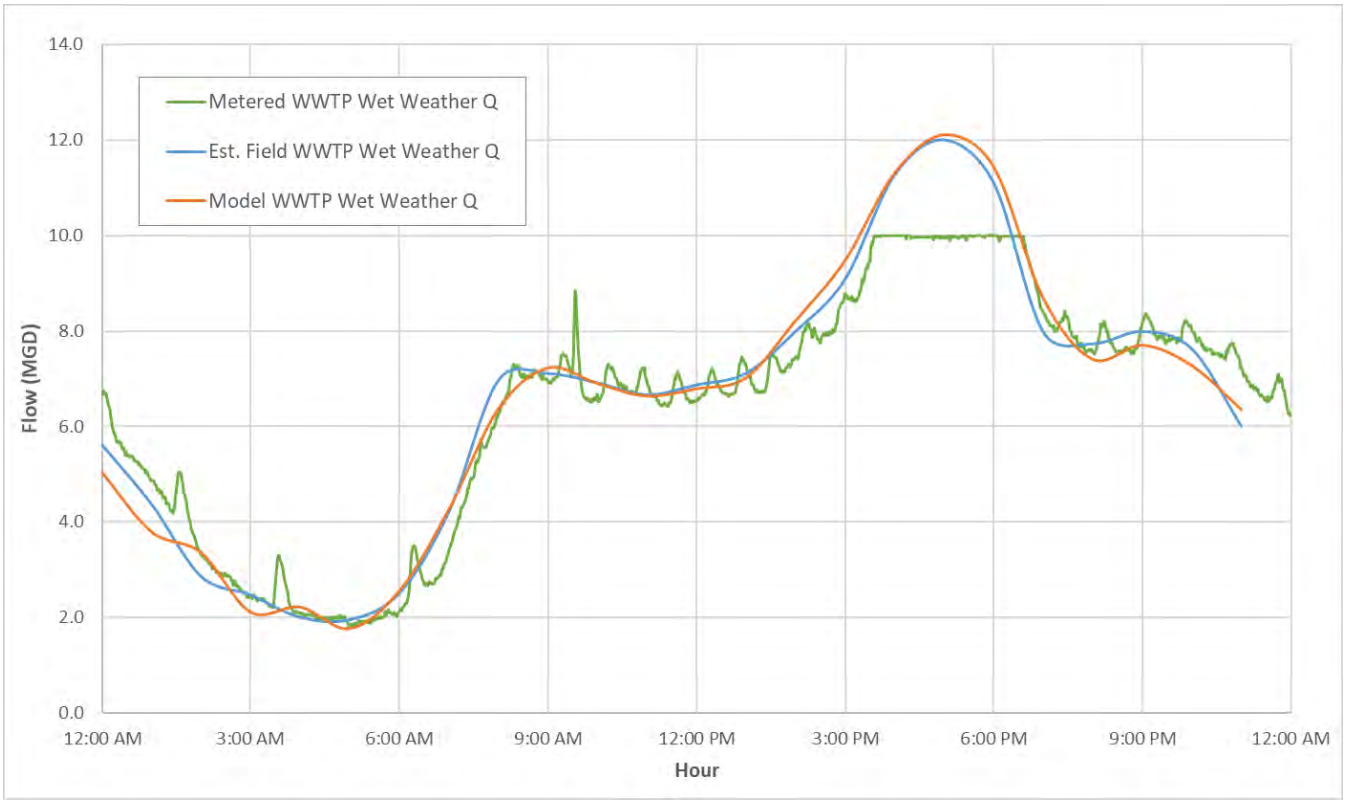
The following 24-hour flow graph shown on **Figure 4.1** presents the field measured and resultant model dry weather flows at the WWTP in the 2020 dry weather hydraulic model scenario.

Figure 4.1: 24-Hour WWTP Dry Weather Calibration



The following 24-hour flow graph (**Figure 4.2**) shown presents the field measured, estimated, and modeled wet weather flows at the WWTP in the 2020 wet weather hydraulic model scenario. Note that the WWTP inflow meter cannot measure flows above 10 MGD, though flow trajectories implied this value was higher; therefore, with concurrence with City staff the peak flow was estimated at to be 12 MGD and to occur between the hours of 3:00 PM and 6:00 PM.

Figure 4.2: 24-Hour WWTP Wet Weather Calibration



4.4 Capacity Analysis

The following sections summarize the results of the existing (2020), near-term (2030), long-term (2045) and buildout (2070) capacity analyses for the City's wastewater collection system. Capacity analyses, and sizing of collection system pipelines, are based on an anticipated maximum peak wet weather flow (PWWF) condition; therefore, the PWWF loading values presented in Chapter 3 were used for these analyses. Results of lift station and forcemain analyses are presented in Section 4.4.5.

4.4.1 Existing (2020) Flow Capacity Evaluation

A capacity analysis of the existing collection system was performed under 24-hour peak wet weather flow (PWWF) loading conditions. An extended period simulation (EPS) was run on the system. Maximum depth over diameter (d/D) ratios for all pipes were compared against the d/D of 1.0 (full pipe) trigger criteria discussed in Section 4.2. Pipes that reach the trigger criteria were flagged for potential upsizing as a CIP project. Three (3) pipeline reaches were found to exhibit a d/D of 1.0 in the existing (2020) PWWF analysis, as presented in **Figure 4.3**. Each site is shown in more detail in **Figures 4.4**, **4.5** and **4.6**. The recommended upsizing for the pipes listed in **Table 4.3** were analyzed under buildout (2070) PWWF conditions and found to meet the gravity main criteria listed in Table 4.1.

Initially, the recommended upsizing for the pipeline running between Palmetto Ave and San Bernardino Ave (east of Alabama St) was 36-inches. However, capacity analysis of long-term (2045) peak wet weather flow conditions revealed additional segments of pipe at this location reaching the d/D of 1.0 trigger criteria. To avoid mobilizing two capacity improvement projects at the same location, the recommendation includes the full length of deficient pipelines found in both scenarios. Additionally, due to the pipeline being located within an industrial site, it is recommended the pipeline be re-routed to be located withing roadways. The new proposed route for this stretch of pipe allowed for increased slope. A model simulation of the system with the new proposed alignment and the recommended upsizing confirmed flow velocities did not drop below 2 fps under existing conditions.

Table 4.3: Recommended Existing (2020) System Capacity Improvements

Project ID	Location	Ex. Diameter (inch)	PWWF Max d/D	Length (LF)	Recommended Upsizing (inch)[1]
P-1	Cajon St, between Cypress Ave and Fern Ave	10"	1.0	1,350	12"
P-2	Cajon St, south of E Citrus Ave	12"	1.0	100	15"
P-3	Alley east of Alabama St, between San Bernardino Ave and Palmetto Ave	24" and 30"	1.0	3,100	24" (920 LF) 36" (2700 LF)[2]
			TOTAL	**4,550**	–

Notes:
[1] Recommended upsizing based on accommodating projected buildout (2070) PWWF sewer loads.
[2] Due to this pipeline currently being located within the driveway of an industrial building, a new alignment is proposed for this section of pipe, as detailed in further detail in Chapter 6.

Figure 4.3: Results of Existing (2020) PWWF Capacity Evaluation

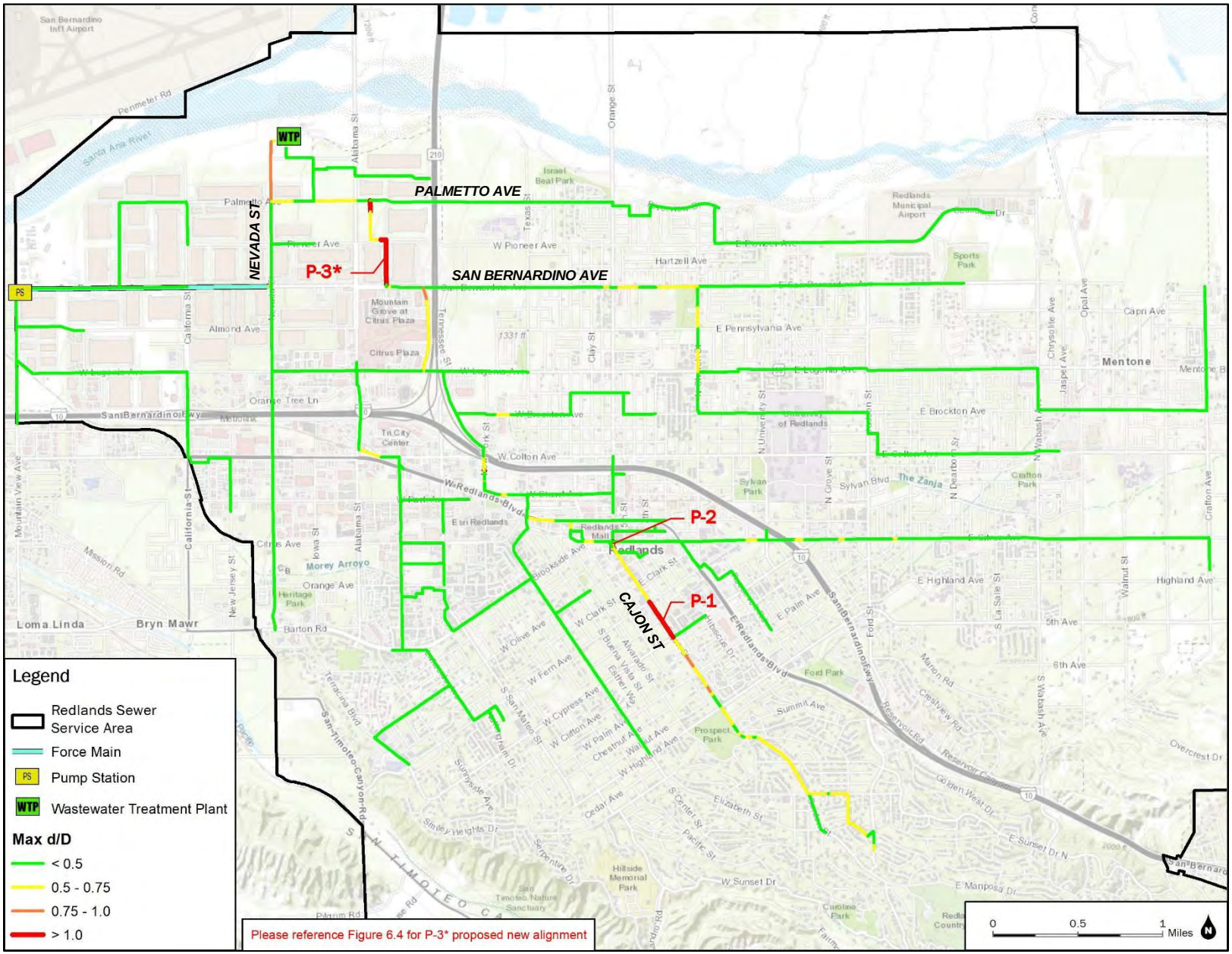


Figure 4.4: Cajon St (Between Cypress Ave and Fern Ave) Capacity Evaluation

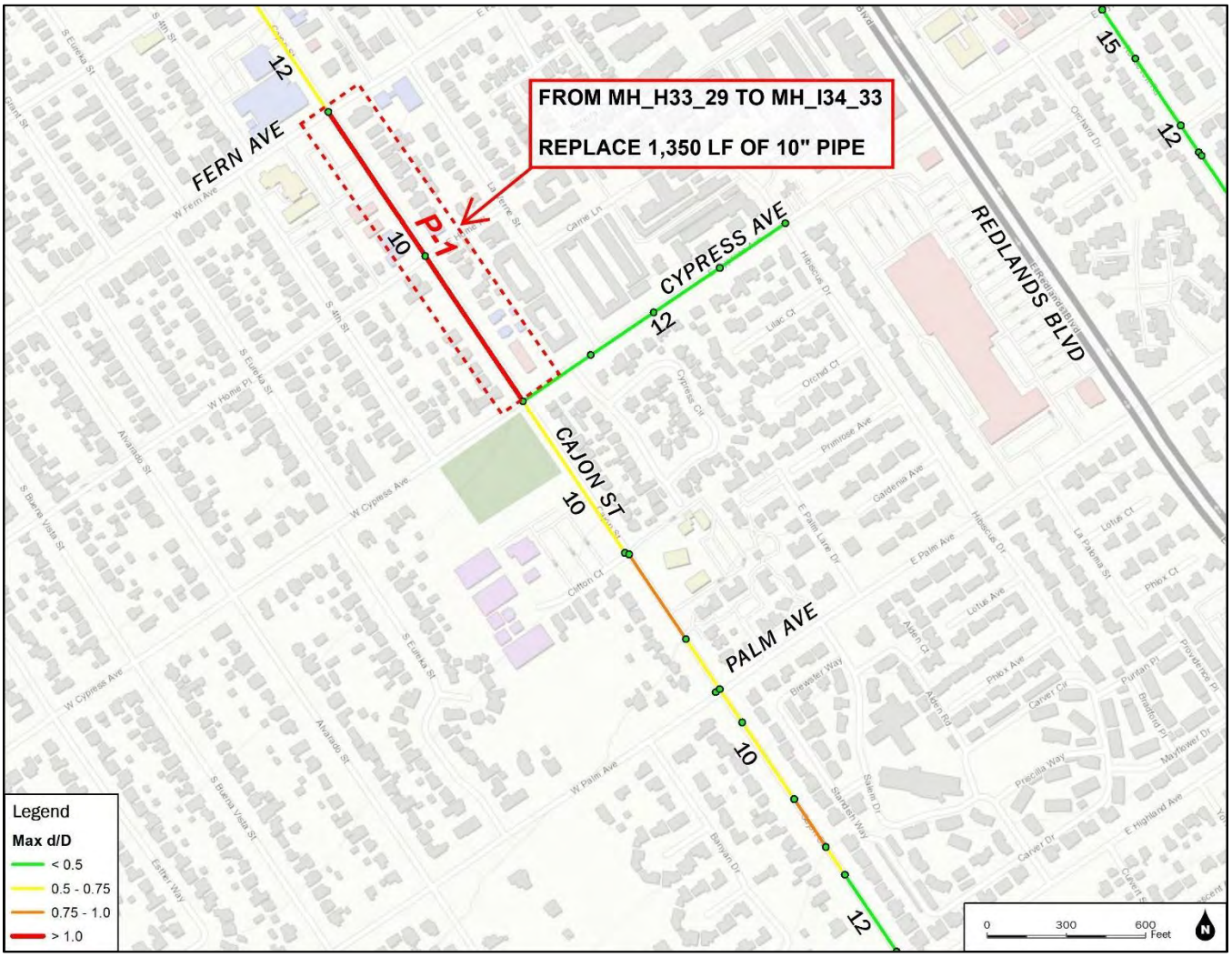
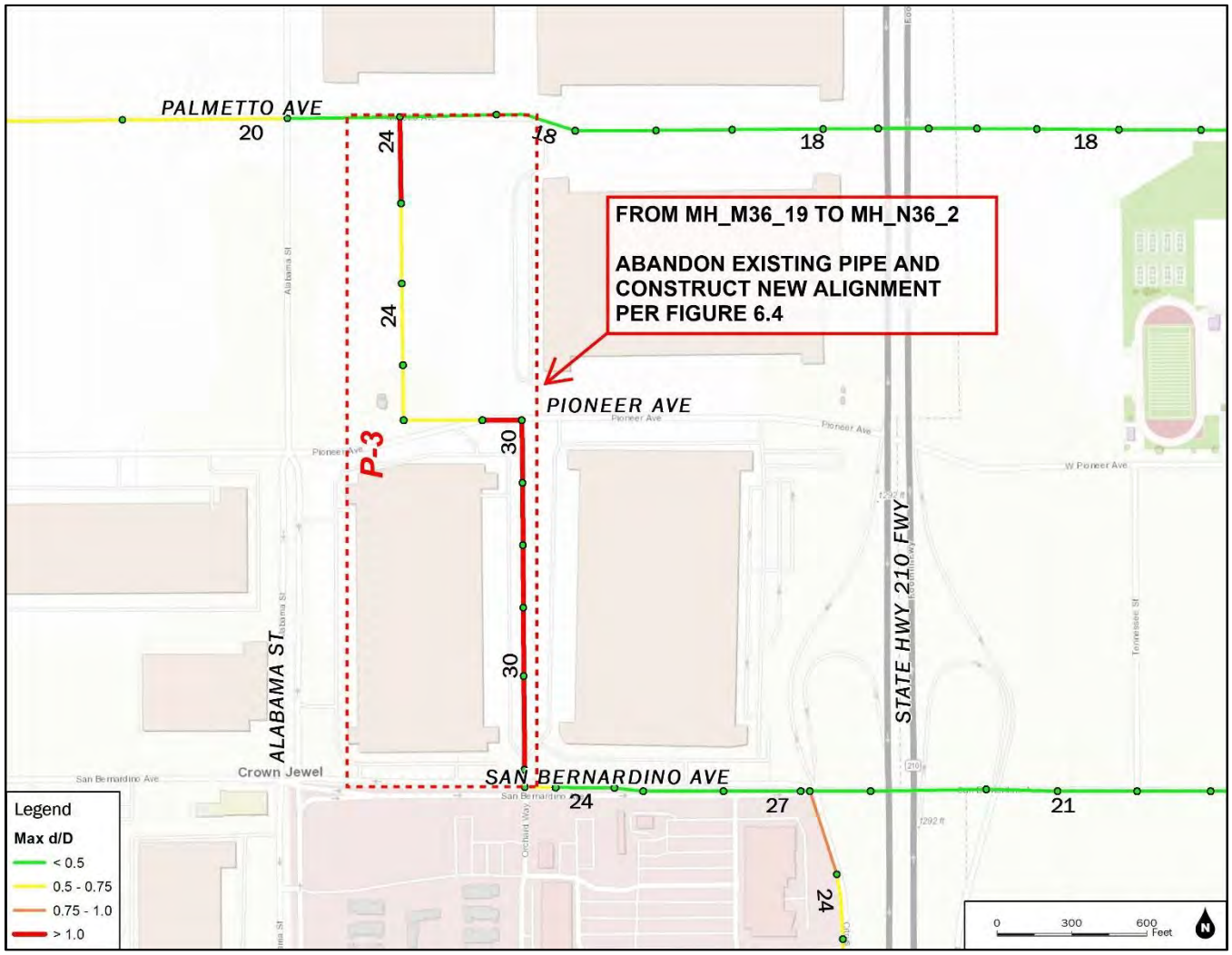


Figure 4.5: Cajon St (South of E Citrus Ave) Capacity Evaluation



Figure 4.6: Alley East of Alabama St (Between San Bernardino Ave and Palmetto Ave) Capacity Evaluation



4.4.2 Near-Term (2030) Flows Capacity Evaluation

The existing (2020) capacity improvements listed in Table 4.3 were incorporated into the collection system, and a capacity analysis was performed under near-term (2030) peak wet weather flow loading conditions. An EPS was run on the system. Maximum depth over diameter (d/D) ratios for all pipes were compared against the d/D of 1.0 trigger criteria discussed in Section 4.2. Results of the near-term (2030) PWWF analysis with existing (2020) improvements are presented in **Figure 4.7**. These results indicate that three (3) additional reaches, beyond those identified in the existing (2020) PWWF scenario, exceeded the trigger criterion of d/D of 1.0, as shown in **Figures 4.8**, **4.9** and **4.10**. As with the existing (2020) evaluation, the recommended upsizing for the pipes listed in **Table 4.4** were analyzed under buildout (2070) PWWF conditions and found to meet the gravity main criteria in Table 4.1.

Note: Figure 4.8 identifies an 8-inch pipe with a max d/D of 0.40 at Brockton Ave and Herald St that the City recommended for upsizing.

Note: Figure 4.7 shows a short pipe at the inlet of the collection system at the south end of Ford St exhibits a maximum d/D of 1.0 under near-term (2030) PWWF conditions. This pipe was not flagged as a capacity improvement project because the system was assumed to have all adjacent residential loads (picked up by 8-inch sewer pipes) begin at the south end of Ford St and would not take into account the peak hour dampening effect that would normally be seen in the collection system.

Table 4.4: Recommended Near-Term (2030) System Capacity Improvements

Project ID	Location	Ex. Diameter (inch)	PWWF Max d/D	Length (LF)	Recommended Upsizing (inch)
P-4	Brockton Ave at 6th St & Herald St	8	1.0	700	10
P-5	Citrus Plaza Dr, south of San Bernardino Ave	24	1.0	350	27
P-6	Nevada St, north of Palmetto Ave	27	1.0	1,900	30
			TOTAL	**2,950**	–

Figure 4.7: Results of Near-Term (2030) Capacity Evaluation with 2020 Improvements

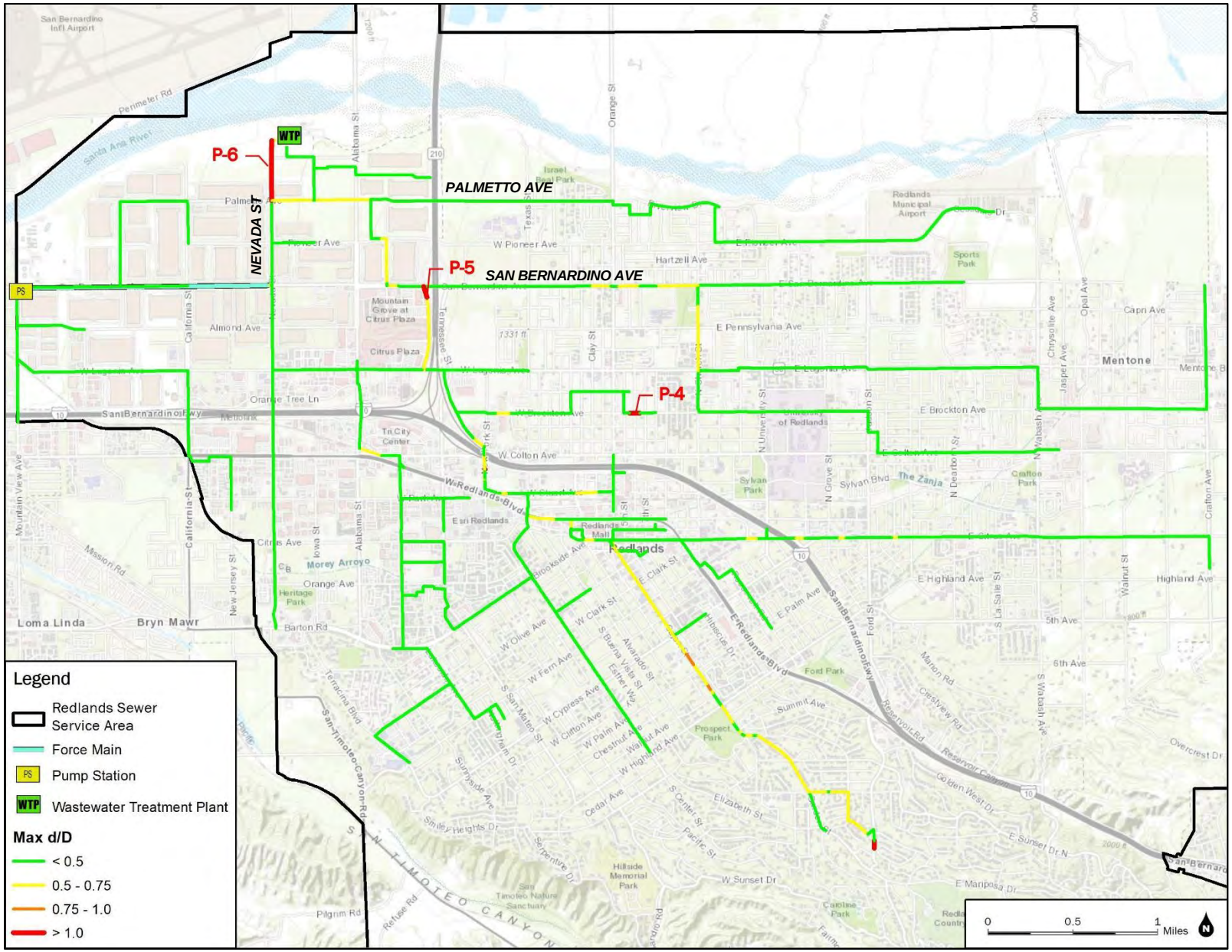


Figure 4.8: Brockton Ave at 6th St & Herald St Capacity Evaluation

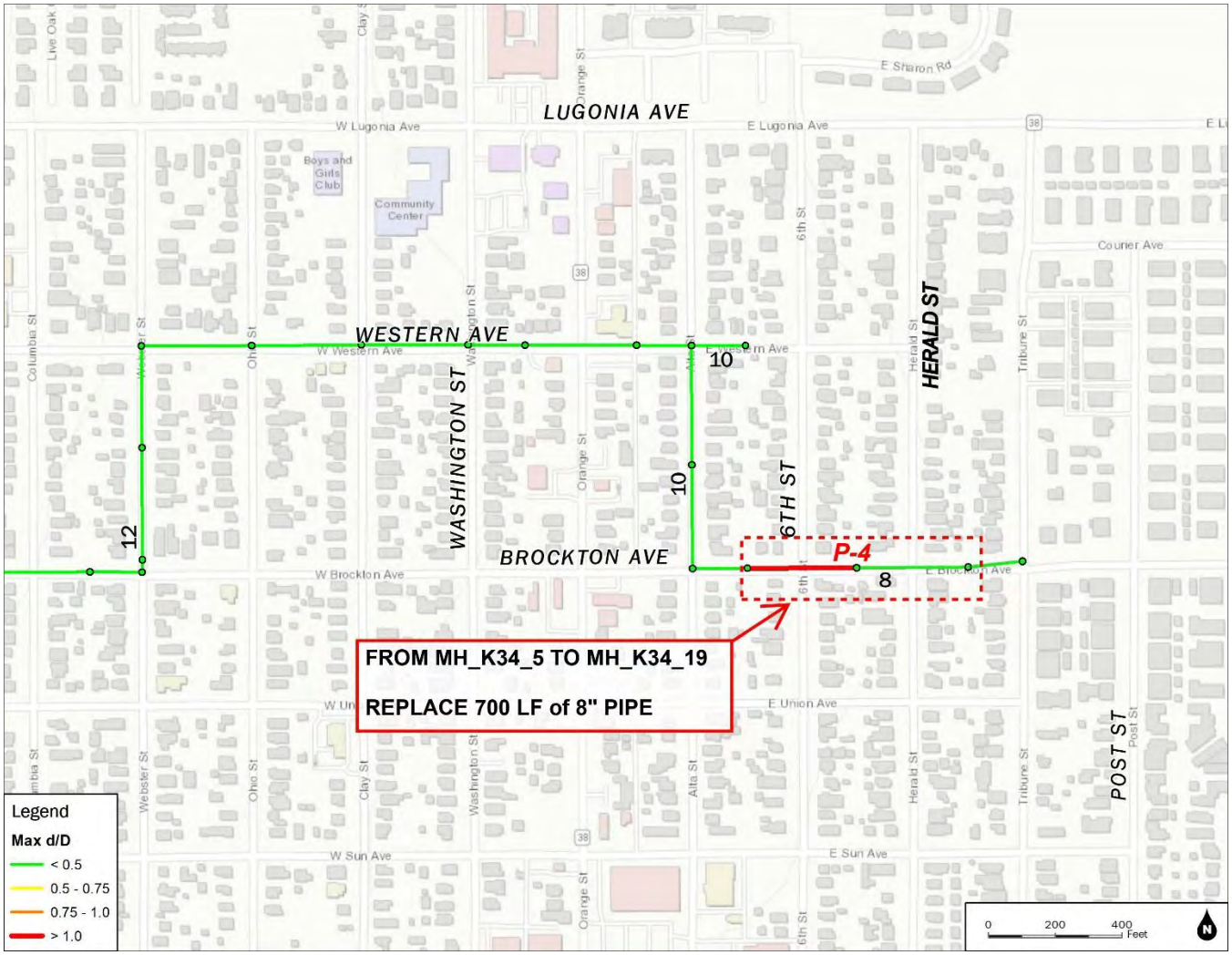


Figure 4.9: Citrus Plaza Dr (South of San Bernardino Ave) Capacity Evaluation

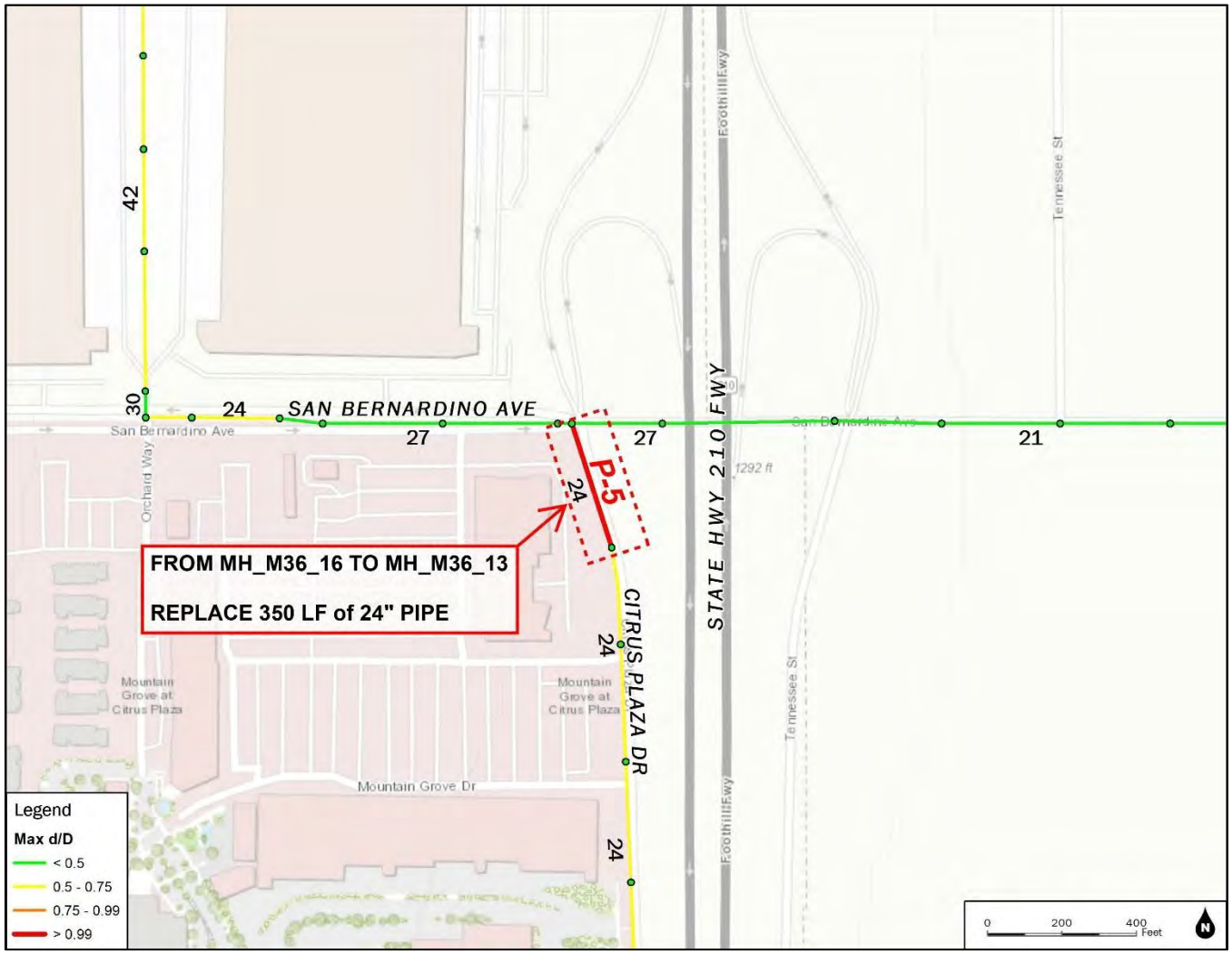
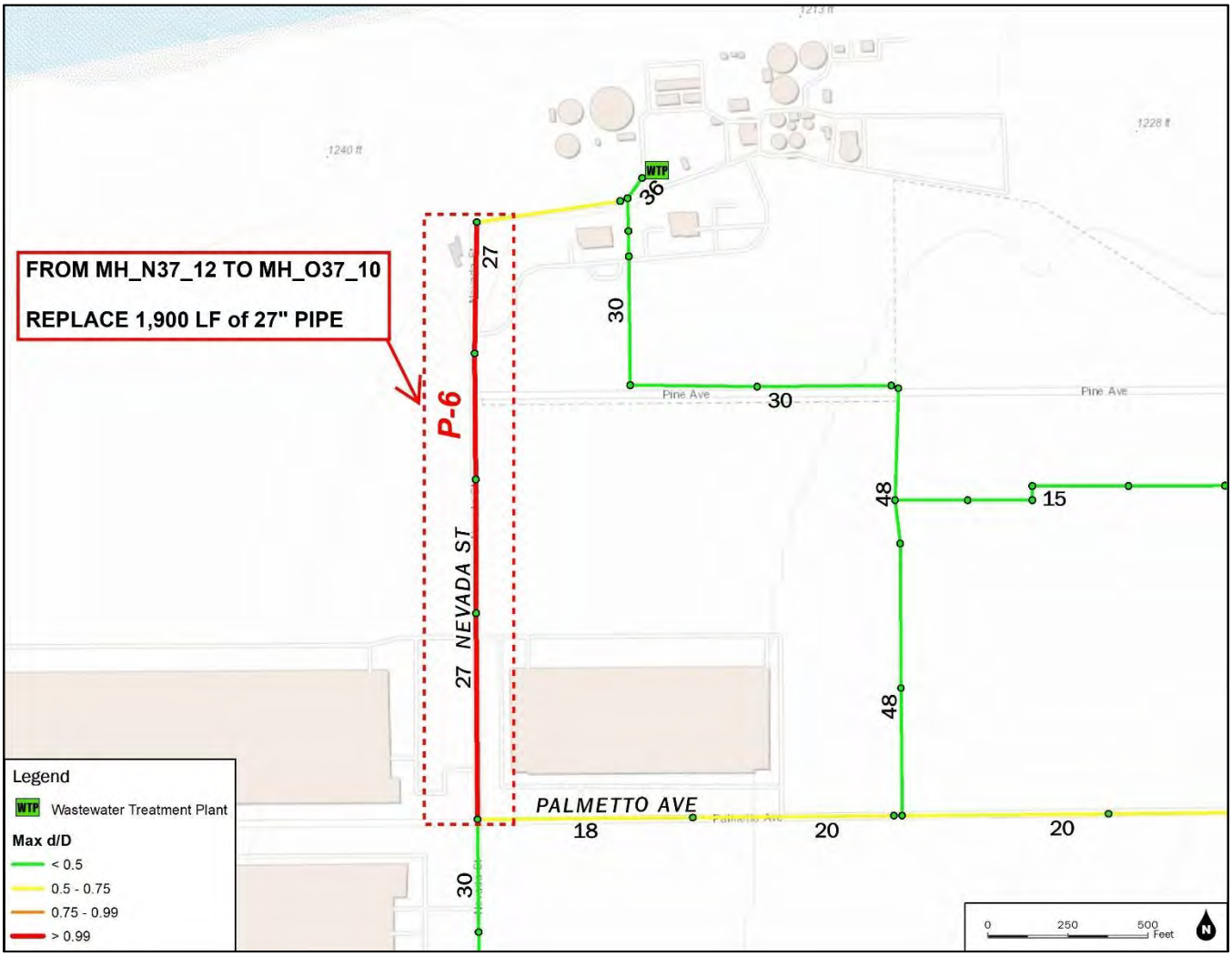


Figure 4.10: Nevada St (North of Palmetto Ave) Capacity Evaluation



4.4.3 Long-Term (2045) Capacity Evaluation

The existing (2020) and near-term (2030) capacity improvements listed in Tables 4.3 and 4.4 were incorporated into the collection system, and a capacity analysis was performed under long-term (2045) peak wet weather flow loading conditions. An EPS was run on the system. Maximum depth over diameter (d/D) ratios for all pipes were compared against the d/D of 1.0 trigger criteria discussed in Section 4.2. Results of the long-term (2045) PWWF analysis with existing (2020) and near-term (2030) capacity improvements are presented in **Figure 4.11**. These results indicate that two (2) additional reaches beyond those identified in the existing (2020) and near-term (2030) PWWF scenarios exceeded the trigger criterion of d/D of 1.0, as presented in **Figures 4.12** and **4.13**. As with the previous scenarios discussed in this section, the recommended upsizing for the pipes listed in **Table 4.5** were analyzed under buildout (2070) PWWF conditions and found to meet the gravity main criteria in Table 4.1.

Table 4.5: Recommended Long-Term (2045) System Capacity Improvements

Project ID	Location	Ex. Diameter (inch)	PWWF Max d/D	Distance (LF)	Recommended Upsizing (inch)
P-7	South Ave, between Garden St and Franklin Ave	8	1.0	300	10
P-8	Cajon St, between 600 feet north of Highland Ave and Cypress Ave	10	1.0	2,100	12
			TOTAL	**2,500**	–

Figure 4.11: Results of Long-Term (2045) Capacity Evaluation with 2020 and 2030 Improvements

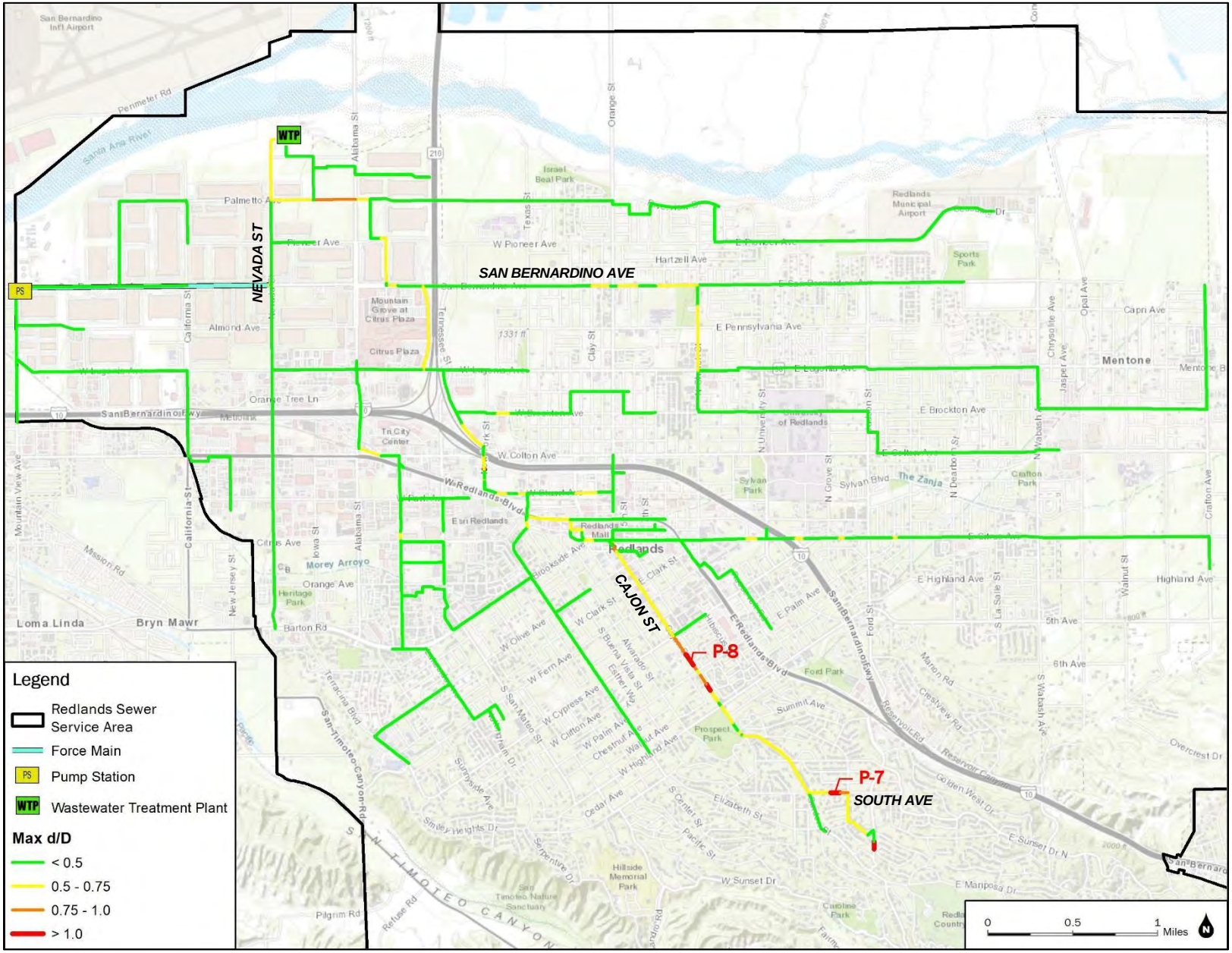


Figure 4.12: South Ave (Between Garden St and Franklin Ave) Capacity Evaluation

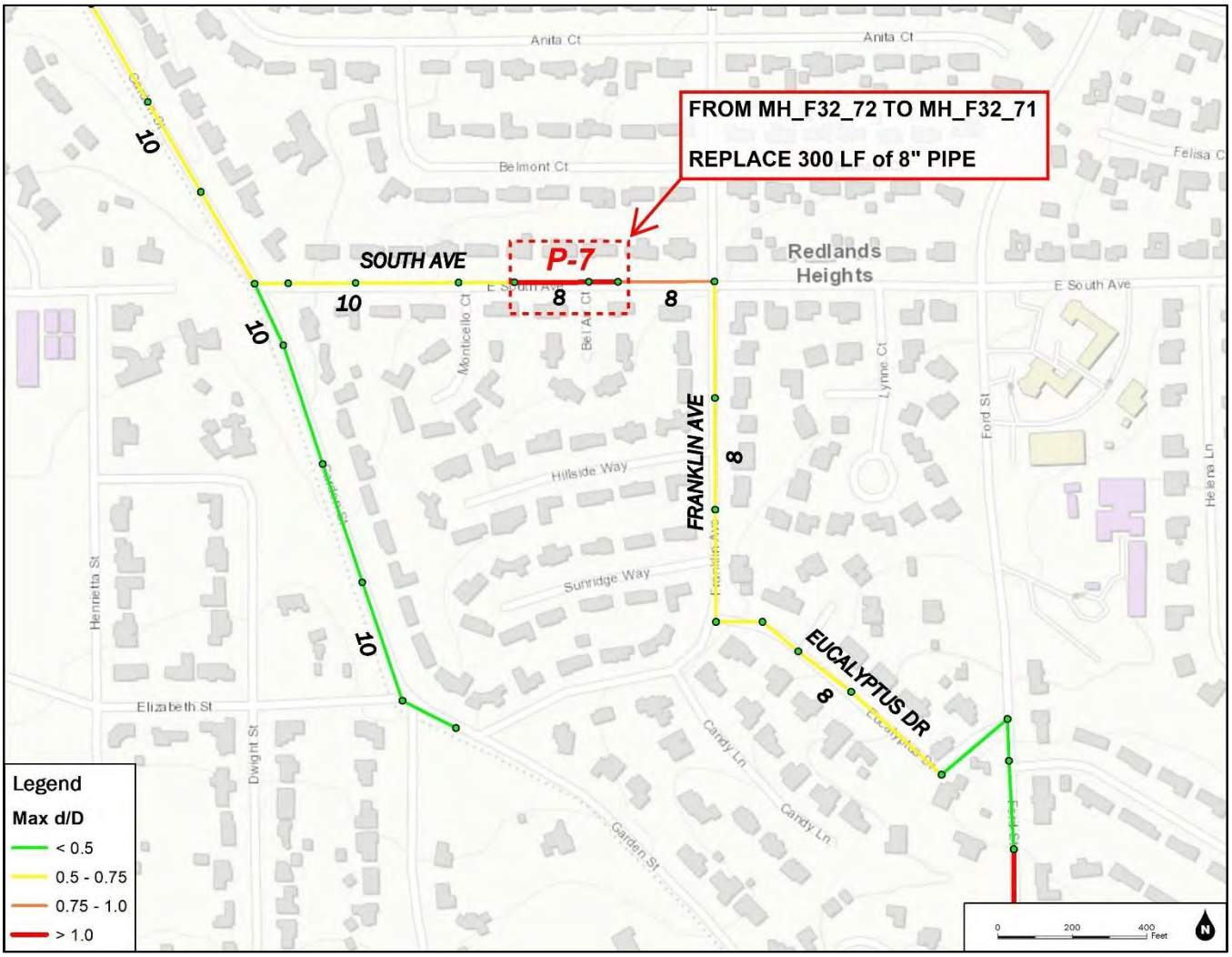
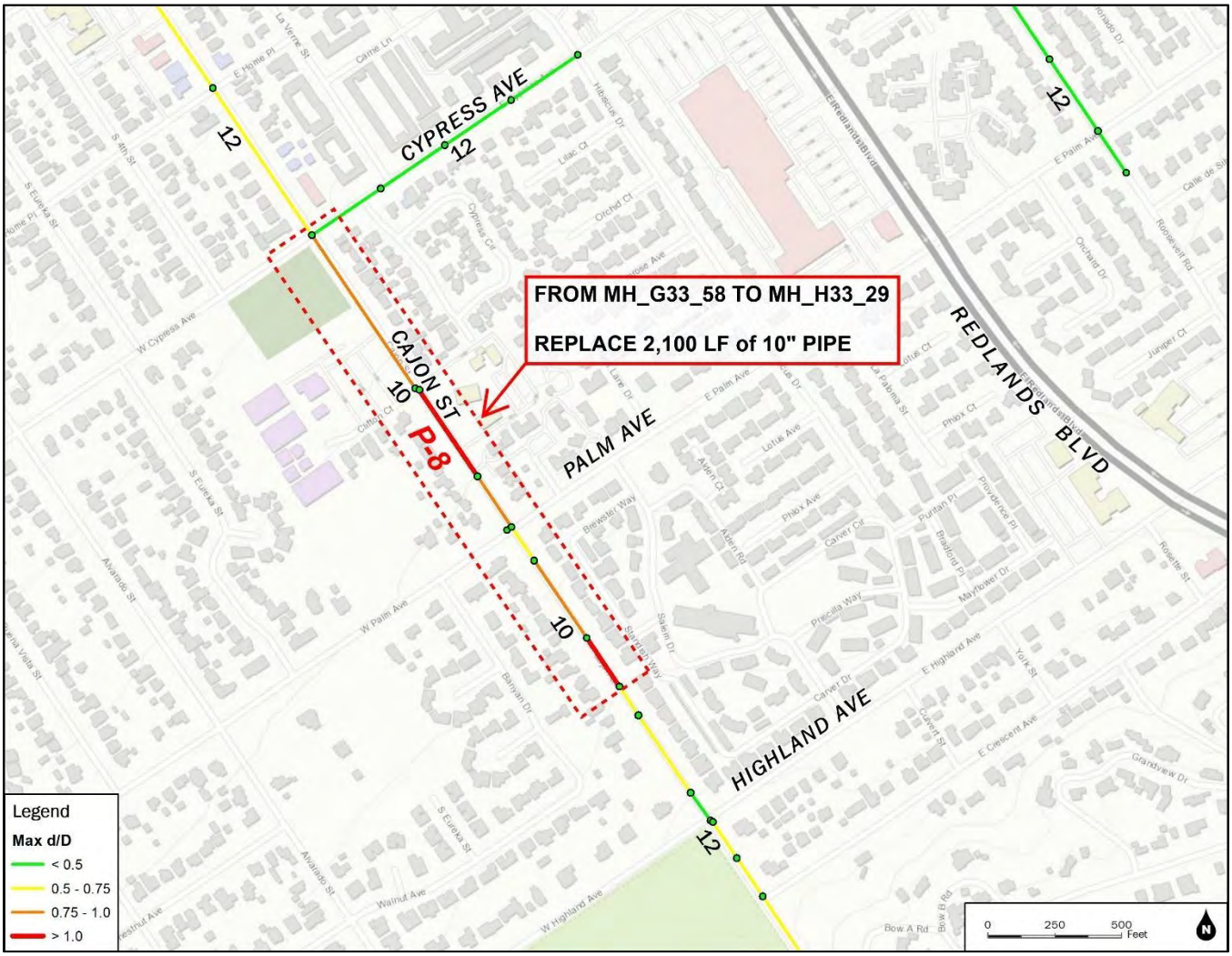


Figure 4.13: Cajon St (Between 600 feet North of Highland Ave and Cypress Ave) Capacity Evaluation



4.4.4 Buildout (2070) Flows Capacity Evaluation

The existing (2020), near-term (2030), and long-term (2045) capacity improvements listed in Tables 4.3, 4.4, and 4.5 were incorporated into the collection system, and a capacity analysis was performed under anticipated buildout (2070) peak wet weather flow loading conditions. An EPS was run on the system. Maximum depth over diameter (d/D) ratios for all pipes were compared against the d/D of 1.0 trigger criteria discussed in Section 4.2. Results of the buildout (2070) PWWF analysis with existing (2020), near-term (2030), and long-term (2045) capacity improvements are presented in **Table 4.6** and **Figure 4.14**. These results indicate that two additional pipelines beyond those identified in the previous PWWF scenarios exceeded the trigger criterion of d/D of 1.0, as presented in more detail in **Figures 4.15** and **4.16**.

Table 4.6: Recommended Buildout (2070) System Capacity Improvements

Project ID	Location	Ex. Diameter (inch)	PWWF Max d/D	Distance (LF)	Recommended Upsizing (inch)
P-9	South Ave at Franklin Ave	8	1.0	300	10
P-10	Cajon St, north of Vine St	12	1.0	300	15
			TOTAL	**600**	–

Figure 4.14: Results of Buildout (2070) Capacity Evaluation with 2020, 2030, and 2045 Improvements

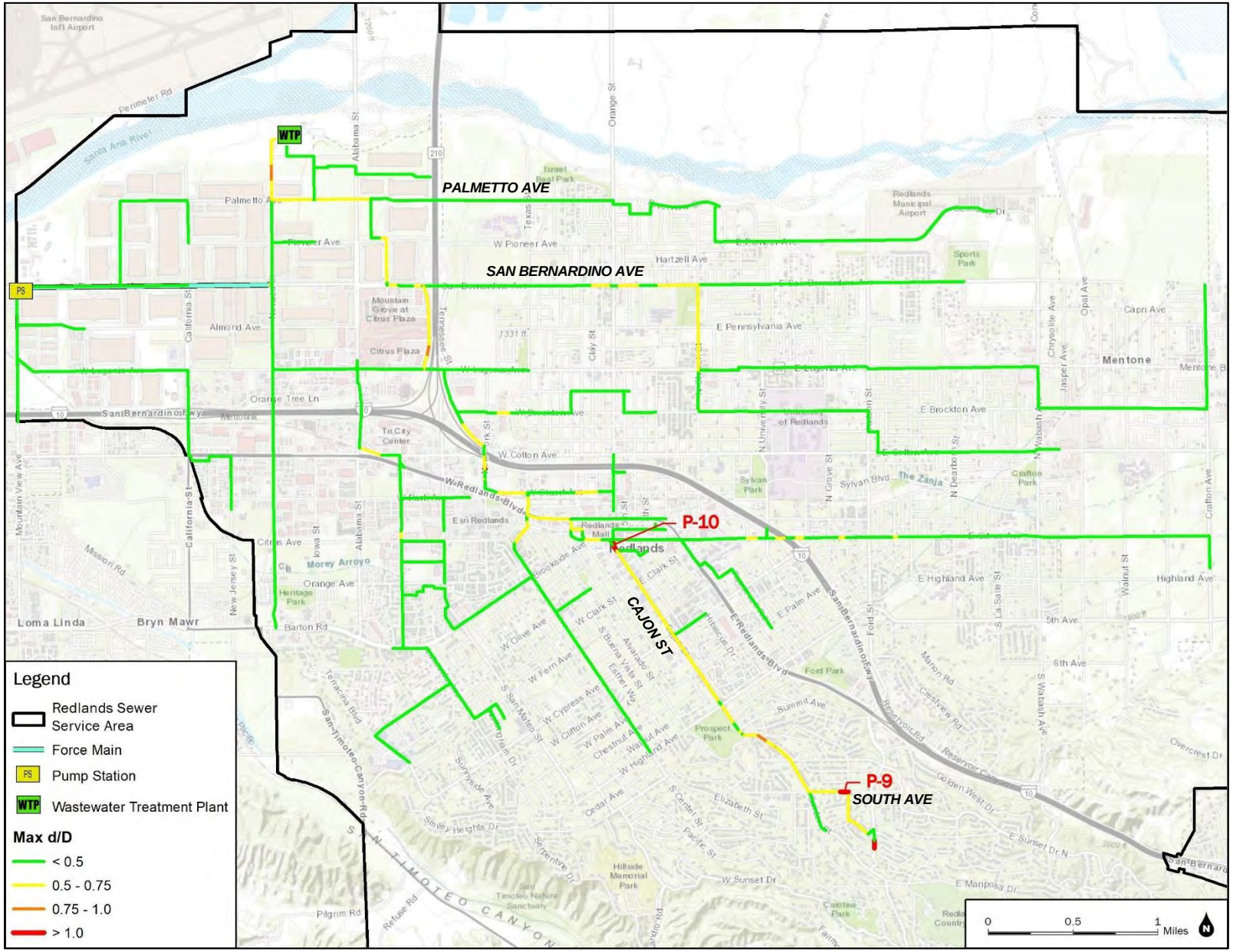


Figure 4.15: South Ave at Franklin Ave Capacity Evaluation

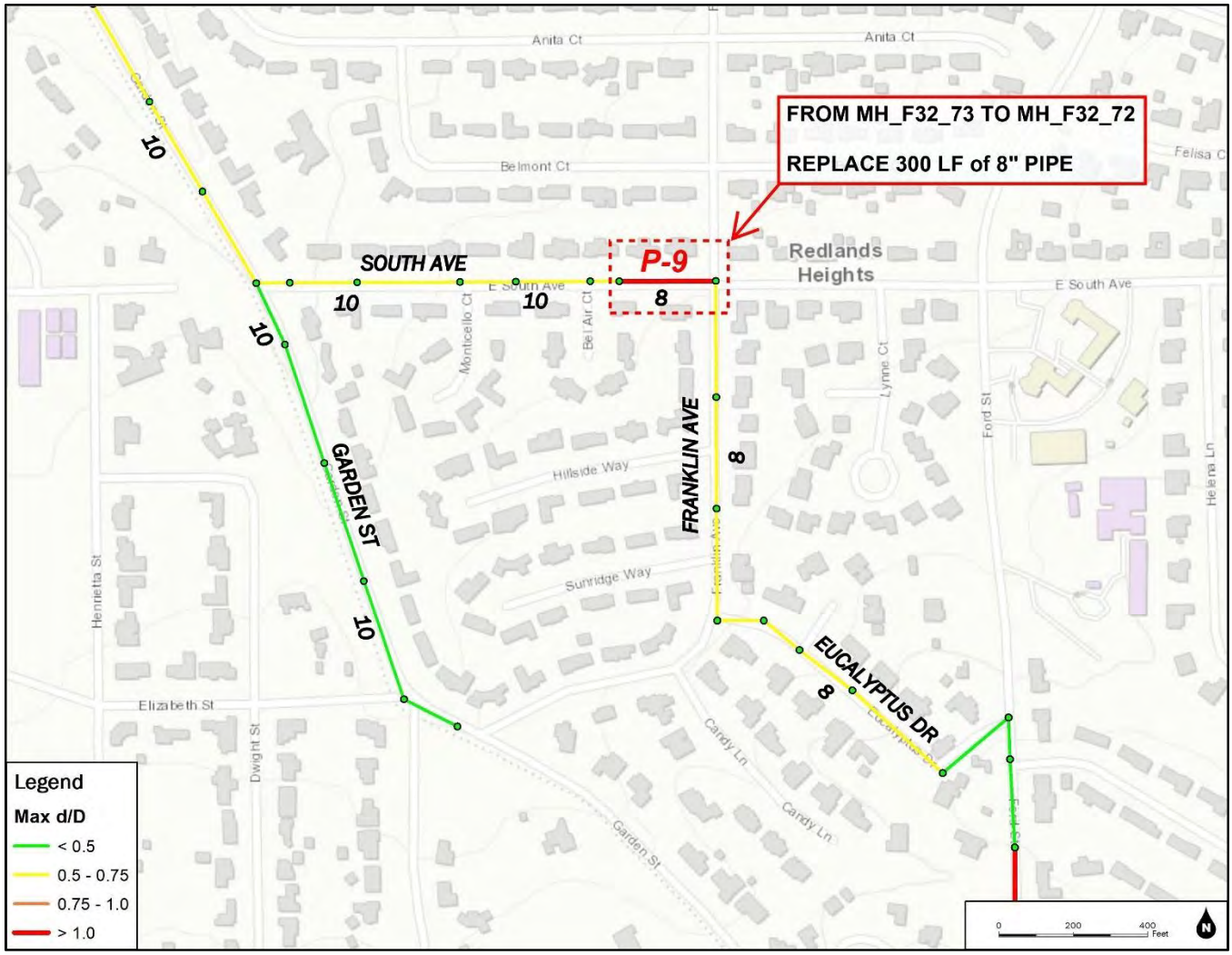
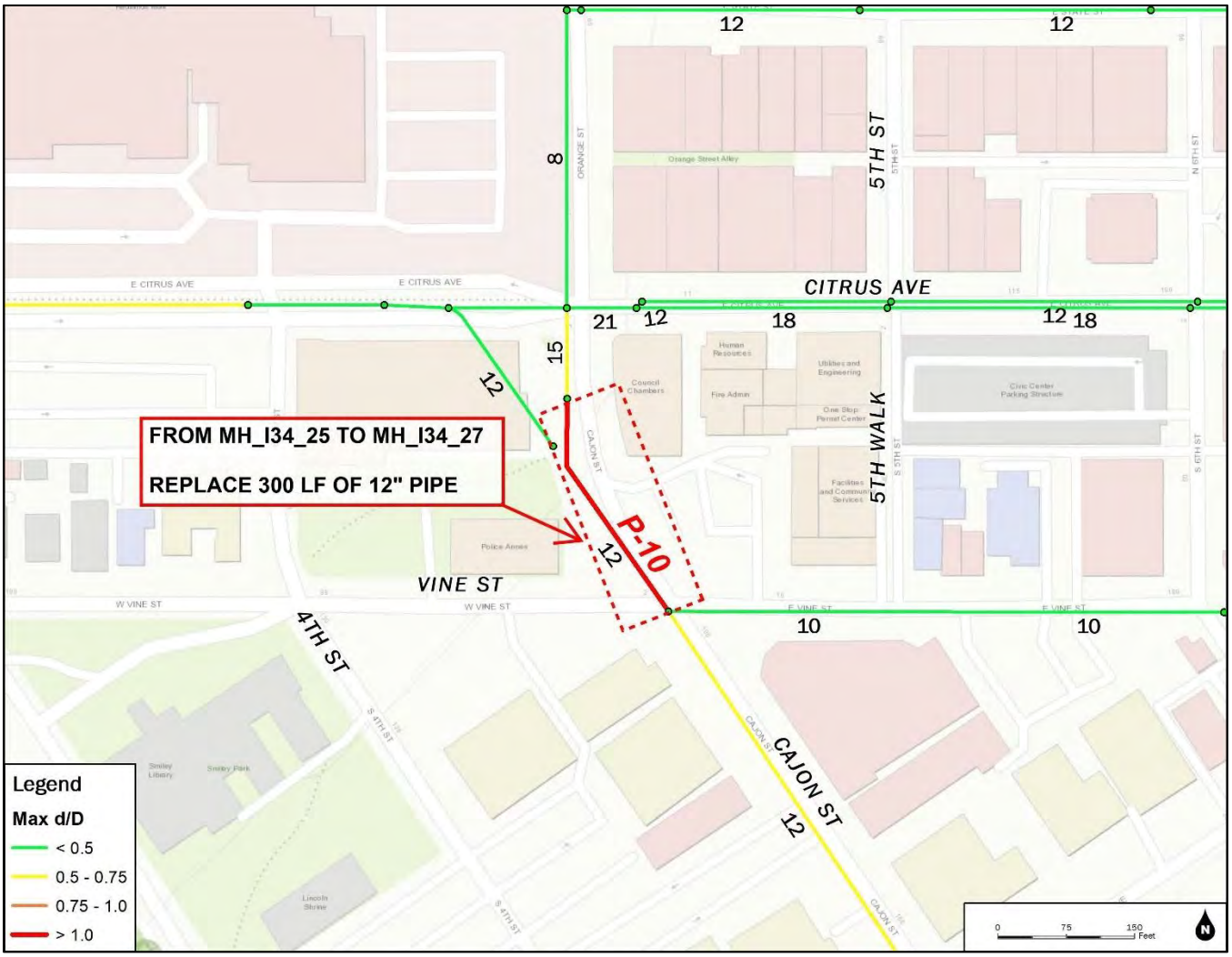


Figure 4.16: Cajon St at Vine St Capacity Evaluation



4.4.5 Lift Station and Forcemain Analysis

The San Bernardino/Mountain View lift station has two (2) pumps, each with a design point of 4.0 MGD at 140 feet, a 0.057 MG wet well and a hookup for a portable backup generator. A capacity analysis was performed for the lift station pumps and wet well based on the criteria listed in Table 4.1, as presented in **Tables 4.7** and **4.8**. The pump capacity analysis compared existing firm pump capacity of the lift station to the projected PWWF influent into the lift station, based on the hydraulic model. The firm capacity of the lift station is the capacity with the largest pump taken out of service. The model results presented in Table 4.7 indicate that with the largest pump out of service, the San Bernardino/Mountain View lift station is capable of handling PWWF throughout buildout of the system.

When the pump is in operation, flow through the 12-inch forcemain produces a velocity of 4.2 fps. Flow through the 14-inch forcemain produces a velocity of 3.7 fps. Both the 12-inch and 14-inch forcemain velocities fall within the 2.5 to 8 fps velocity requirements listed in Table 4.1.

Per the design criteria in Table 4.1, the lift station wet well should ideally have sufficient emergency volume to accommodate 6 hours of ADWF. Emergency volume is defined as the volume of wet well capacity between the maximum high-water level of the wet well (18-ft depth) and lag pump on setting (12-ft depth). As presented in Table 4.8, the existing wet well does not meet the design criteria for emergency storage of 6 hours of ADWF; however, in the event of a power outage, there is an existing overflow discharge pipe that can convey excess sewage flow from the San Bernardino/Mountain View lift station to the San Bernardino Wastewater Facility. Currently, the wet well provides approximately 2.5 hours of emergency storage. As development continues, that storage duration is projected to drop to approximately 1.5 hours.

Table 4.7: PWWF San Bernardino/Mountain View Lift Station Capacity Analysis

Model Scenario Timeframe	Capacity (MGD)		Total Capacity		Firm Capacity		PWWF (MGD)	Capacity Deficient
	Pump No. 1	Pump No. 2	(gpm)	(MGD)	(gpm)	(MGD)		
Existing (2020)	4.0	4.0	5,556	8.0	2,778	4.0	0.41	No
Near-Term (2030)	4.0	4.0	5,556	8.0	2,778	4.0	0.50	No
Long-Term (2045)	4.0	4.0	5,556	8.0	2,778	4.0	0.55	No
Buildout (2070)	4.0	4.0	5,556	8.0	2,778	4.0	0.57	No

Table 4.8: ADWF San Bernardino/Mountain View Wet Well Capacity Analysis

Model Scenario Timeframe	Total Wet Well Volume[1] (MG)	Operational Volume[2] (MG)	Emergency Volume[3] (MG)	ADWF (MGD)	Required Emerg. Storage Capacity[4] (MG)	Emerg. Volume Deficiency (gal)	Duration of Emerg. Storage Provided (hrs)	Capacity Deficient[5]
Existing (2020)	0.045	0.025	0.02	0.19	0.05	27,500	2.5	Yes
Near-Term (2030)	0.045	0.025	0.02	0.30	0.08	55,000	1.6	Yes
Long-Term (2045)	0.045	0.025	0.02	0.32	0.08	60,000	1.5	Yes
Buildout (2070)	0.045	0.025	0.02	0.33	0.08	62,500	1.5	Yes

Notes:
[1] Total Wet well volume is based on maximum high-water elevation of 1,087.6 ft indicated on wet well as-built.
[2] Operational volume includes the volume below the lag pump on setting of 12 ft.
[3] Emergency storage is calculated as total wet well volume minus the operational volume.
[4] Required emergency storage capacity is 6 hours of ADWF per Table 4.1
[5] In the event of a power outage, excess sewage above the wet well emergence volume will be discharge to the existing wet well overflow pipe.

There may be an opportunity for optimization of this lift station. The City currently operations the pumps at a reduced speed (approximately 62.5%), which is not efficient; smaller pumps may be warranted. An optimization study may demonstrate opportunities for the City to improve lift station operation and reduce costs.

4.4.6 Capacity Analysis Summary

The following **Table 4.9** summarizes the existing and projected sewer flows at the wastewater treatment plant under both dry and wet weather conditions.

A summary of the recommended improvements for each phase of capacity evaluation are summarized in **Table 4.10** and shown graphically in **Figure 4.17.** Note: Due to model calibration being based only on the WWTP influent flow meter rather than system-wide flow monitoring, it is recommended the City conduct a system-side flow program to confirm capacity restrictions are occurring.

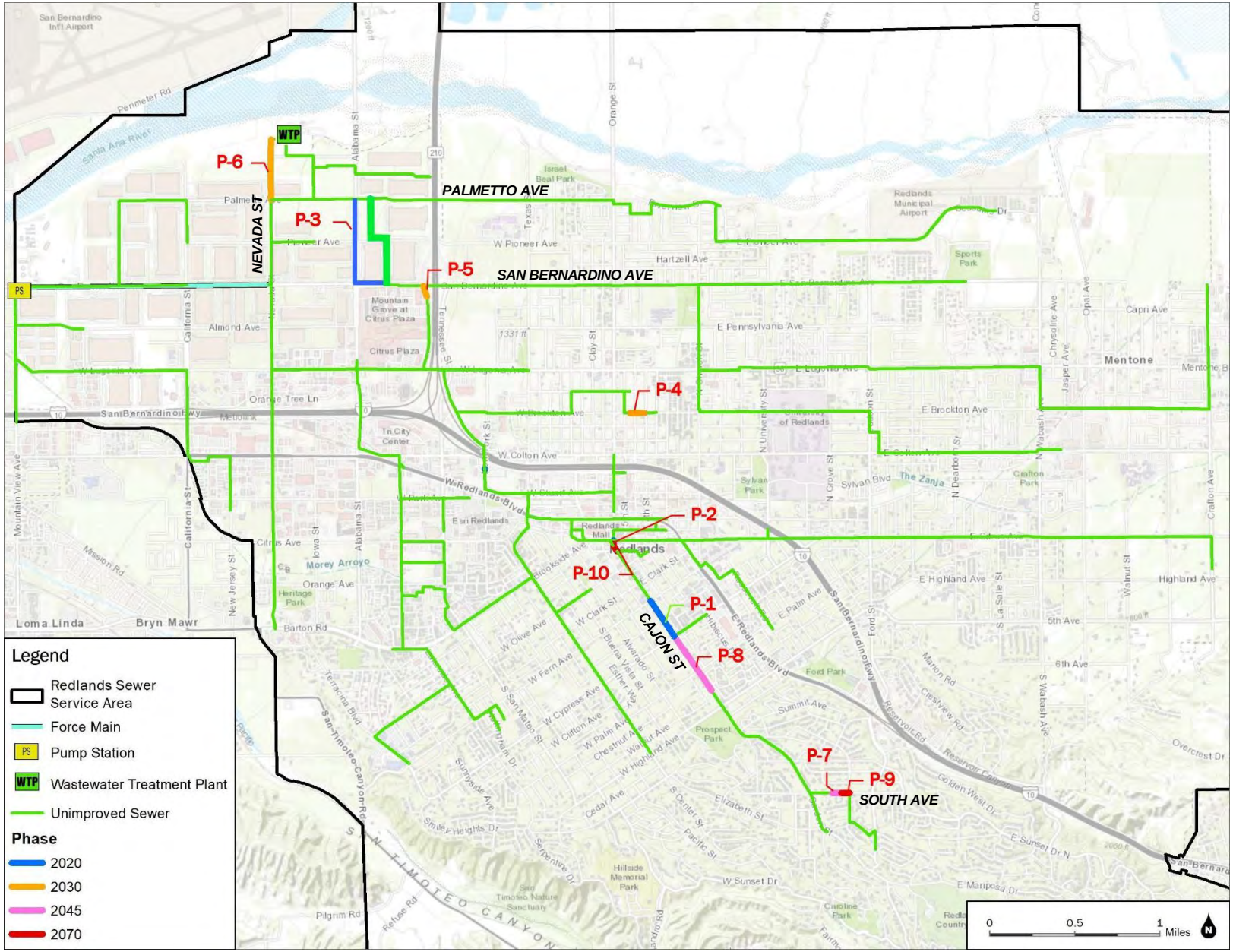
Table 4.9: Existing and Projected Sewer Flows

Year	ADWF (MGD)	PDWF (MGD)	AWWF (MGD)	PWWF (MGD)
2020	5.8	8.1	6.5	12.0
2030	6.9	10.4	7.6	12.9
2045	7.7	10.9	8.4	14.2
2070	8.0	11.6	8.7	15.0

Table 4.10: Summary of Recommended System Capacity Improvements (All Phases)

Phase	Project ID	Location	Ex. Diameter (inch)	Distance (LF)	Recommended Upsizing (inch)
Existing (2020)	P-1	Cajon St, from Fern Ave to Cypress Ave	10	1,350	12
	P-2	Cajon St, south of E Citrus Ave	12	100	15
	P-3	Palmetto Ave to San Bernardino Ave, east of Alabama St	24 and 30	3,100	42
Near-Term (2030)	P-4	Brockton Ave at 6th St & Herald St	8	700	10
	P-5	Citrus Plaza Dr, South of San Bernardino Ave	24	350	27
	P-6	Nevada St, north of Palmetto Ave	27	1,900	30
Long-Term (2045)	P-7	South Ave, between Garden St and Franklin Ave	8	300	10
	P-8	Cajon St, between 600 feet north of Highland Ave and Cypress Ave	10	2,100	12
Buildout (2070)	P-9	South Ave at Franklin Ave	8	300	10
	P-10	Cajon St, North of Vine St	12	300	15
			TOTAL	**10,500**	-

Figure 4.17: Recommended Capacity Improvements (All Phases)



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5 WWTP Process Evaluation

The City's collection system conveys raw wastewater to the City's WWTP for treatment. The plant was originally constructed in 1962 and has been upgraded several times, most recently in 2021. At the time of this report, the City is in the process of design and construction of another round of major process upgrades at the WWTP to improve facility reliability and performance.

In this section, a high-level WWTP treatment processes evaluation is performed with a focus on near-, mid-, and long-term capacity. Individual unit process capacities are evaluated under current loading conditions as well as for loadings at the planning horizons detailed in **Section 4**. Results from the evaluation are intended to assist the City to determine potential near-term, long-term, and buildout upgrade needs and operations & maintenance (O&M) considerations for the WWTP. Information regarding existing WWTP infrastructure and operating conditions was obtained from the record drawings, data provided by the City, the 2020 Task 1 Comprehensive Condition Assessment Final Report, and City staff input.

The section is organized as follows:

- Process overview
- Summary of regulatory permits
- Individual unit process performance evaluation
- Effective capacity evaluation
- 72-hour power outage evaluation
- Potential sites for future WWTP expansion
- Cost benefit analysis for the use of digester gas and landfill gas in cogeneration system

5.1 Process Overview

The City of Redlands WWTP system provides for the collection, treatment, and disposal of municipal sewage. The system was constructed in 1962 and the most recent facility rehabilitation occurred in 2003. The WWTP has a permitted annual average flow of 9.5 million gallons per day (MGD). Currently, the WWTP operates two parallel treatment systems, a membrane bioreactor (MBR) process with the capability to produce up to 6.0 MGD of recycled water and a conventional activated sludge (CAS) process with a capacity of 3.5 MGD. Typical influent average daily flow is approximately 6 MGD.

The WWTP treatment process consists of preliminary, primary, secondary treatment (conventional activated sludge system and MBR), chlorine contact disinfection used only for the MBR system to achieve disinfected secondary 2.2 recycled effluent, as defined by the California Code of Regulations Title 22. The MBR secondary effluent is provided to the Mountainview Power Company to serve as recycled water for cooling towers and to a nearby landfill for dust control. Effluent is also used by other approved downstream users for irrigation and agricultural users. Excess recycled water is sent to the effluent pump station and co-mingles with the secondary CAS effluent before being discharged to the percolation ponds. The secondary CAS effluent is discharged to percolation ponds without being disinfected. Sludge wasted from the primary and secondary clarifiers, is thickened in Dissolved Air Floatation Tanks (DAFTs), digested in anaerobic digesters, and then dewatered using centrifuges. The WWTP process flow diagram and site layout are shown in **Figure 5.1**, **Figure 5.2** and **Figure 5.3**, respectively.

Figure 5.1: Liquids Process Flow Diagram

Courtesy of Task 1 Comprehensive Condition Assessment Final Report, October 2020.

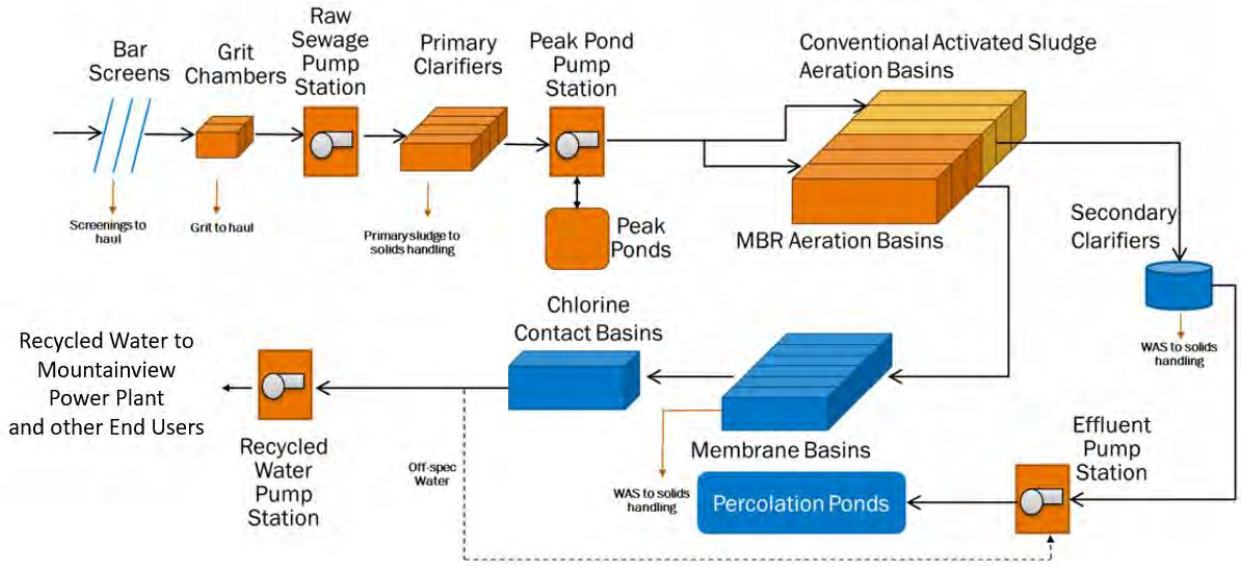


Figure 5.2: Solids Process Flow Diagram.

Courtesy of Task 1 Comprehensive Condition Assessment Final Report, October 2020.

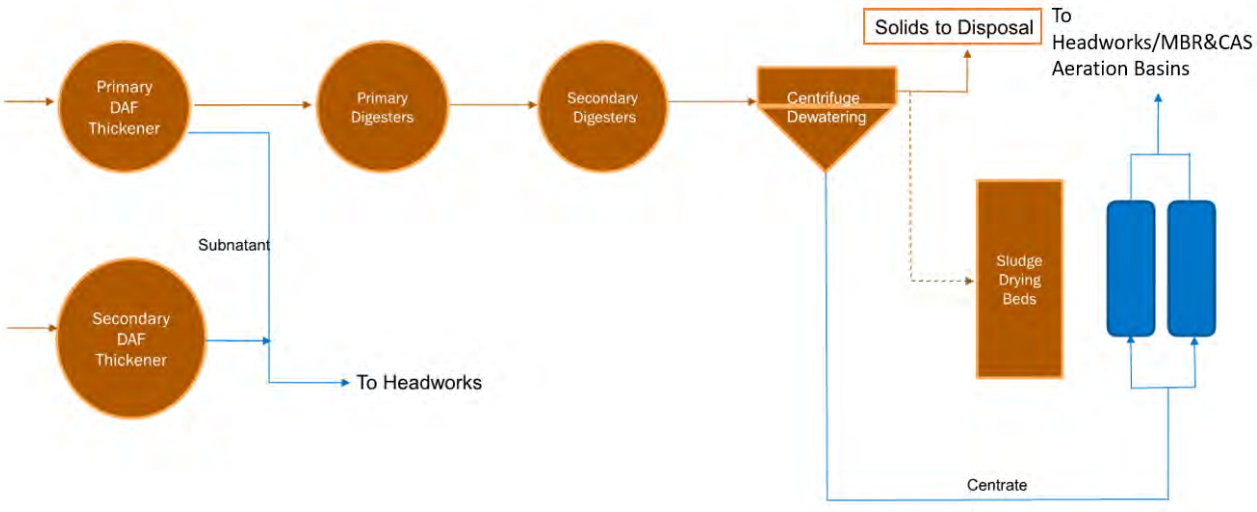
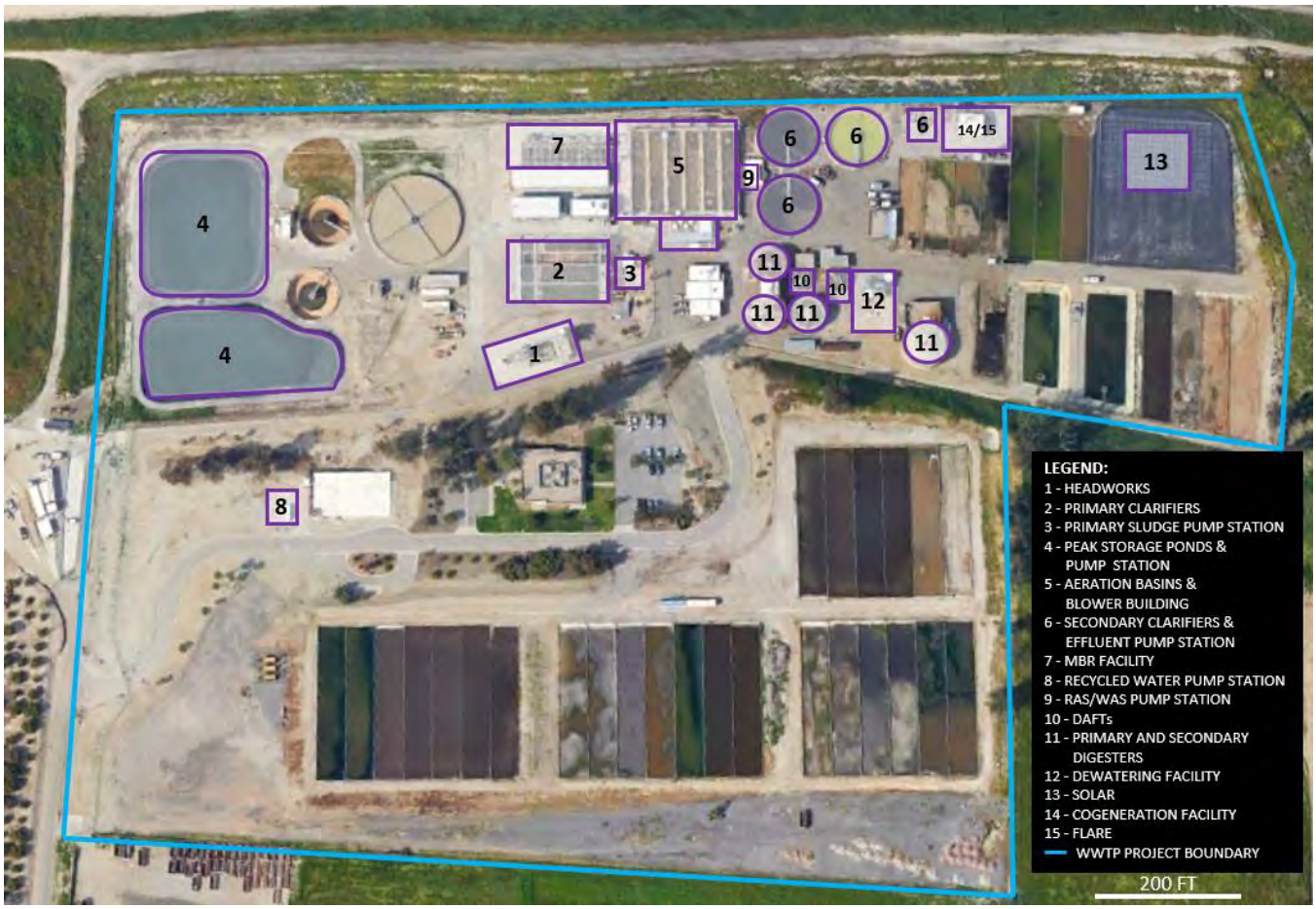


Figure 5.3: Existing WWTP Site Layout.



5.1.1 Previous Studies

The project team was provided with the following previous report, record drawings, and other relevant records from the City for review. **Table 5.1** details the name, brief description, and year of the previously completed study.

Table 5.1: Summary of Previous Report

Document Name	Description
City of Redlands: Task1 Comprehensive Condition Assessment Final Report Year Completed: 2020	**Contents:** In October 2020, the City performed a comprehensive condition assessment evaluation of the wastewater treatment unit operations, equipment, aboveground pipelines, electrical, instrumentation and controls, structural, civil, and subsurface utilities components of the WWTP. The assessment identified key treatment process performance parameters and capacities, as well as the remaining lifetime of the existing unit treatment processes before preforming any major upgrades. Additionally, it was determined that the conventional treatment process will be phased out and the MBR system will be expanded during the second phase of plant upgrades.

5.2 Summary of Regulatory Permits

The WWTP is regulated by two sets of permits: the Waste Discharge and Producer/User Water Recycling Requirements (WDRs), Board Order No. R8-2006-0008 and Mountainview Power Company Discharge Requirements. The WDR permit includes discharge requirements for conventional effluent which is discharged to the percolation ponds as well as for the reclaimed effluent used for recycled water by the Mountainview Power Company. The Mountainview Power Company imposes additional requirements for recycled water which are stricter than the WDR recycled water requirements. The WDR and Mountainview Power Company permits are detailed in **Table 5.2** and **Table 5.3**, respectively.

Table 5.2: Conventional and Recycled Water Effluent Discharge Requirements

Parameter	Units	Conventional Effluent	Recycled Water[1]	Notes
	mg/L	30	20	Avg. Monthly
BOD_5	mg/L	-	30	Avg. weekly
	mg/L	30	20	Avg. monthly
TSS	mg/L	-	30	Avg. weekly
pH	std units	6-9	6-9	Instantaneous min. - Instantaneous max.
TDS	mg/L	440 or water supply + 250	440	-
TIN	mg/L	10	-	12-month flow weighted running avg.
	NTU	-	0.2	More than 5% of the time in any 24-hr period
Turbidity	NTU	-	0.5	Any time
	MPN/100 mL	-	2.2	Weekly avg.
	MPN/100 mL	-	23	More than one sample in any 30-day period
Coliform	MPN/100 mL	-	240	Any time
CCB CT	mg-min/L	-	450	-
CCB Modal Contact time	min	-	90	Peak dry weather design flow

Notes:
[1] Based on City of Redlands Wastewater Treatment Plant "Task 1 Comprehensive Condition Assessment Final Report – October 2020"

Table 5.3: Mountainview Power Company Discharge Requirements

Parameter	Units	Recycled Water[1]	Notes
BOD_5	mg/L	<5	90% of the time
	mg/L	<10	100% of the time
TSS	mg/L	<2	90% of the time
	mg/L	<5	100% of the time
pH	mg/L	6-8.5	Instantaneous Min. - Max.
TDS	mg/L	<500	-
NH_3-N	mg/L	<1	90% of the time
	mg/L	<2	100% of the time
TIN	mg/L	<12	-
COD	mg/L	<35	90% of the time
	mg/L	<45	100% of the time
PO4	mg/L	<4	90% of the time
	mg/L	<5	100% of the time
Silica	mg/L	<25	90% of the time
	mg/L	<30	100% of the time
Coliform	MPN/100 mL	2.2	Weekly Avg.
	MPN/100 mL	23	More than one sample in any 30-day period
Chlorine residual	mg/L	0.5	Min.
	mg/L	5	Spiking
Temperature	degrees F	<90	-

Notes:
[1] Based on City of Redlands Wastewater Treatment Plant "Task 1 Comprehensive Condition Assessment Final Report – October 2020"

5.3 Process Performance and Capacity Evaluation

This section summarizes individual unit process performance and capacity. Unit process performance is evaluated by analyzing process flowrates and water quality data and comparing the data to both plant design criteria and typical industry ranges. In addition, process capacities and deficiencies at current and future conditions are evaluated to identify plant reliability.

5.3.1 Individual Unit Process Performance

A process performance overview for the WWTP is provided in **Table 5.4**. Average values of the data are provided as available, along with design criteria, M&E typical ranges, and regulatory limits. Data was obtained between September 2019 and August 2020 unless otherwise noted. Design criteria were taken from the process capacity evaluation performed by Parsons in October 2020.

Table 5.4: Redlands WWTP Process Performance Summary

Parameter	Units	Value		Metcalf & Eddy Typical Range	Regulatory Limit for Conventional Effluent
		WWTP in Operation	Design Criteria[1]		
Plant Influent					
Total Plant Influent Flowrate	MGD	6.0	9.5	-	-
Influent COD	mg/L	-	863	600 – 900	-
Influent tBOD	mg/L	-	382	200 – 400	-
Influent BOD_5	mg/L	302	344	200 – 400	-
Influent TSS	mg/L	293	391	195 – 389	-
Influent VSS	mg/L	-	340	-	-
Influent Ammonia	mg/L	40	50	12 – 45	-
Influent TKN	mg/L	61	76	20 – 75	-
Influent Alkalinity	$mgCaCO_3/L$	-	305	200	-
Primary Treatment					
COD Removal	%	-	40%	-	-
Primary Effluent BOD	mg/L	234	-	-	-
BOD Removal	%	22%	33%	20 – 40	-
Primary Effluent TSS	mg/L	100	-	-	-
TSS Removal	%	65%	65%	45 – 65	-
Primary Effluent Ammonia	mg/L	36	-	-	-
Ammonia Removal	%	-	5% of VSS removed	-	-
Conventional Aeration Basins					
Influent Flowrate	MGD	3.3	3.5	-	-
RAS Flowrate	gpm	2,200	1,800 - 2,200	-	-
Secondary Effluent BOD	mg/L	13	-	<30	-
Secondary Effluent TSS	mg/L	9	-	-	-
MLSS	mg/L	2,200	3,000	2,000 – 4,000	-
SVI	mg/L	161	-	-	-
Ammonia	mg/L	<1	-	<3	-
Nitrate	mg/L	<9	-	-	-
TIN	mg/L	<10	-	-	-
Dissolved Oxygen (DO)	mg/L	-	-	1.5 – 2	-
MBR					
Influent Flowrate	MGD	2.8	6	-	-
BOD	mg/L	2.1	-	-	-
TSS	mg/L	0.4	-	-	-
MLSS	mg/L	7,800	8,000	6,000 – 10,000	-
SVI	mg/L	-	-	-	-
Ammonia-N	mg/L	<1	-	-	-
Nitrate	mg/L	<8	-	-	-
TIN	mg/L	-	-	-	

Table 5.4: Redlands WWTP Process Performance Summary

Parameter	Units	Value		Metcalf & Eddy Typical Range	Regulatory Limit for Conventional Effluent
		WWTP in Operation	Design Criteria[1]		
Secondary Clarifiers					
Sludge Blanket	ft	-	2	-	-
Chlorine Disinfection for MBR					
Flowrate	MGD	2.8	6.6	-	-
Chlorine Residual (Plant Effluent)	mg/L	-	-	-	0.5 / 5
MBR Turbidity	NTU	<1.0	-	-	2 / 5 / 10
Effluent to Percolation Ponds (CAS)					
Effluent Flowrate	MGD	3.3	3.5	-	-
Effluent TSS	mg/L	8.8	-	30 / 45	30
Effluent VSS	mg/L	-	-	-	-
Effluent COD	mg/L	-	-	-	-
Effluent BOD_5	mg/L	13.5	-	25 / 40	30
Effluent NH_3	mg/L	1.8			-
pH	std units	-	-	6.0 – 9.0	6.0 – 9.0
Effluent TDS	mg/L	-	-	-	440 or water supply +250
Effluent TIN	mg/L	-	-	-	10
Turbidity	NTU	-	-	75 / 100 / 225	-
Reclaimed Effluent from MBR (to Mountainview Power Plant)					
Effluent Flowrate	MGD	0.9	1.7	-	-
TSS	mg/L	0.4	1	-	<2 / <5
TOC	mg/L	-	5	-	-
COD	mg/L	-	10	-	<35 / <45
BOD	mg/L	2	2	-	<10
Ammonia-N	mg/L	0.2	0.04	-	<1 / <2
Nitrate	mg/L	-	8.2	-	-
TIN	mg/L	-	8.2	-	<12
PO4-P	mg/L	-	1.2	-	-
Silica	mg/L	-	22.5	-	<25 / <30
PO4	mg/L	-	3.6	-	<4 / <5
Turbidity	NTU	-	0.1	-	2 / 5 / 10
Solids Thickening (DAFTs) and Dewatering (Centrifuges)					
Primary DAFT Thickened Solids	%	1.4	-	Up to 2	-
WAS DAFT Thickened Solids	%	4.4	-	Up to 2.5	-
Dewatering Cake Solids	%	18	-	10 – 35	-
Anaerobic Digesters					
Digester Feed Flow (avg. combined)	gpd	38,368	-	-	-
Primary Digester Temperature	degrees F	95-105		-	-

Table 5.4: Redlands WWTP Process Performance Summary

Parameter	Units	Value		Metcalf & Eddy Typical Range	Regulatory Limit for Conventional Effluent
		WWTP in Operation	Design Criteria[1]		
Primary Digester HRT	days	13-26 (varies)	14.5	15 days for Sludge Class B	-
Primary Digester VSS	lb/d	5,815	-	-	-
Primary Digester TS	%	0.02	-	-	-
Primary Digester Alkalinity	ppm	3,679.5	-	-	-
Primary Digester Volatile Acid / Alkalinity	-	0.01	-	-	-
Biogas Production	ft^3/d	92,150	-	-	-
Specific Gas Production	ft^3/lb VSS	-	-	12 – 18	-

Notes:
[1] Based on City of Redlands Wastewater Treatment Plant "Task 1 Comprehensive Condition Assessment Final Report – October 2020"

The WWTP operating parameters are shown in **Table 5.5**.

Table 5.5: Redlands WWTP Operating Parameters

Parameter	Units	WWTP Operation	Design Criteria [1]	Metcalf & Eddy Typical Range
Preliminary Treatment				
Number of Bar Screens Online	#	2 of 2	-	-
Avg. Design Flow per Bar Screen	MGD	3	4.8	-
Number of Grit Chambers Online	#	2 of 2	-	-
Avg. Flow per Grit Chamber	MGD	3	9.5	-
Grit Chamber Detention Time (Peak)	min	2.1	2.4	2-5
Airflow per Grit Chamber	SCFM/LF	-	-	3-8
Air Supplied to Each Chamber	SCFM/each	38	38	-
Raw Sewage Lift Station Pumps Online	#	3 of 4	-	-
Capacity, each	gpm	-	4,200	-
Primary Treatment				
Number of Clarifiers Online	#	4 of 4	4 of 4	-
Avg. Flowrate	MGD	6	9.5	-
Clarifier 1 & 2 Surface Overflow Rate (ADWF)[1]	gpd/ft^2	693	1,100	800-1200
Clarifier 3 & 4 Surface Overflow Rate (ADWF)[1]	gpd/ft^2	480	760	800-1200
Primary Sludge Thickness	ft	-	2-3	5-9
Avg. Primary Sludge Flow	gpm	20	-	-
Conventional Aeration Basins				
Number of Aeration Basins Online	#	6 of 6	6 of 6	-
Avg. Flowrate	MGD	3	3.5	-
MLSS	mg/l	2,200	3,000	2,000-4,000

Table 5.5: Redlands WWTP Operating Parameters

Parameter	Units	WWTP Operation	Design Criteria [1]	Metcalf & Eddy Typical Range
MLVSS	mg/l	1,600	2,400	1,600-3,200
Total Conventional Volume	MG	1.01	1.01	-
Anoxic Percentage of Total Volume	%	25	25	20-40
Avg. MCRT	days	14.5	7.2	3-15
F:M_{TOTAL} (MM BOD)	lb BOD/lb MLVSS/d	-	0.33	0.2-04
F:M_{TOTAL} (Avg. BOD)	lb BOD/lb MLVSS/d	-	0.28	0.2-0.4
Secondary Clarifiers				
Number of Clarifiers Online	#	3 of 3	-	-
Side Water Depth	ft	15	15.0	11-20
Surface Overflow Rate (ADWF)	gpd/sf	147	183.0	400-700
Solids Loading (ADWF)	lb/ft^2/h	9	14.8	24-36
Avg. RAS Flow	gpm	2,200	-	-
Avg. WAS Flow	gpm	50	35	-
MBR				
Number of Tanks Online	#	6 of 6	-	-
MLSS	mg/l	7,800	8,000	8,000-12,000
MLVSS	mg/l	6,240	6,400	4,800-8,000
Avg. Flowrate	MGD	2.8	6	-
Total MBR Aeration Volume	MG	1.01	1.01	-
Anoxic Percentage of Total Volume	%	25	25	20-40
Avg. MCRT	days	22	11	3-15
F:M_{TOTAL} (MM BOD)	lb BOD/lb MLVSS/d	-	0.21	0.2-04
F:M_{TOTAL} (Avg. BOD)	lb BOD/lb MLVSS/d	-	0.18	0.2-0.4
Avg. RAS Flow	gpm	8,290	-	-
Avg. WAS Flow	gpm	60	60	-
CHLORINE CONTACT BASINS				
Number of Tanks Online	#	1 of 1	-	-
Total Volume	MG	0.56	0.56	-
Avg. Flowrate	MGD	2.8	6.6	-
MBR Modal Contact Time	min	-	120	-
MBR Contact Time	mg-min/L	450	450	-
DAFT				
Number of DAFT	#	2 of 2	-	-
WAS Solids Loading Rate	lb/ft^2/h	-	0.96[2]	Up to 2
PS Solids Loading Rate	lb/ft^2/h	-	1.71[2]	Up to 2.5
ANAEROBIC DIGESTERS				

Table 5.5: Redlands WWTP Operating Parameters

Parameter	Units	WWTP Operation	Design Criteria [1]	Metcalf & Eddy Typical Range
Number of Primary Digesters[2]	#	3	-	-
Primary Digester Volume (combined)	MG	0.99	0.99	-
Number of Secondary Digesters	#	1 of 1		
Secondary Digester Volume	MG	0.26	0.26	-
Primary Digesters HRT	d	13-26 (varies)	14.5	15-20
Primary Digester VS Loading Rate	lb VS/cf-d	-	0.19	Up to 0.2
Secondary Digester HRT	d	-	3.80	-
Secondary Digester VS Loading Rate	lb VS/cf-d	-	0.49	-
Temperature	F	95-105	-	85-100
Estimated Volatile Solids Destruction	%	0.3	0.5	-
Avg. Gas Production	ft^3/d	92,150	-	-
Specific Gas Production	ft^3/lb VSS	-	-	12-18
CENTRIFUGE				
Number of Centrifuges [1]	#	1 of 2	-	-
Digested Sludge Flow	gpm	175[1]	190	-
Solids Loading Rate	lb/hr	-	2150	-

Notes:
[1] Based on "Task 1 Comprehensive Condition Assessment Final Report – October 2020"
[2] There is two-stage digestion process. The first stage consists of 3 primary digesters and the second stage consists of a secondary digester used as a holding tank

5.3.2 Effective Capacity

Effective process capacity and potential deficiencies at current and future conditions are summarized in **Table 5.6.** The assessment of the existing capacity of all unit operations and components of the WWTP and design criteria are based on past studies, record drawings, review of current operations, and flow model output (see **Section 4**).

Table 5.6: Redlands WWTP Effective Capacity

Unit Process	Avg. Flow Projections (MGD)				
	ADF Permitted Capacity	Current (2019-2020)	Near-Term (2030)	Long-Term (2045)	Buildout (2070)
Headworks	9.5	6	7	7.8	8.1
Raw Sewage PS	9.5	6	7	7.8	8.1
Primary Clarifiers	9.5	6	7	7.8	8.1
Peak Ponds (Flow Equalization)	9.5	6	7	7.8	8.1
Aeration Basins (CAS)	3.5	3.25	3.25	3.25	3.25
Aeration Basins (MBR)	6	2.8	3.8	4.6	4.9
Fine Screens (not existing)	-	-	-	-	-
MBR System	6	2.8	3.6	4.4	4.8

Table 5.6: Redlands WWTP Effective Capacity

Unit Process	Avg. Flow Projections (MGD)				
	ADF Permitted Capacity	Current (2019-2020)	Near-Term (2030)	Long-Term (2045)	Buildout (2070)
Chlorine Contact Tanks	6.6	2.8	3.6	4.4	4.8
Recycled Water PS	6.6	1.8	-	-	-
Effluent PS	9.5	6	7	7.8	8.1
Percolation Ponds (TBD)	-	-	-	-	-
DAF Thickeners	9.5	-	7	7.8	8.1
Digesters	9.2	-	7	7.8	8.1
Centrate Management (TBD)	-	-	-	-	-
Centrifuges (TBD)	-	-	-	-	-
Digester Gas Facilities (TBD)	-	-	-	-	-

5.4 72-Hour Power Outage Evaluation

This section describes a 72-hr power outage evaluation, indicates the potential deficiencies in WWTP structure, and provides operational strategies to mitigate plant failure in case of an outage.

5.4.1 Existing Backup Power Generators

The City has an existing 1,250 kW diesel-powered backup generator on standby to meet WWTP power demand during a power outage. According to the 2020 Comprehensive Condition Assessment Report, the existing standby generator was installed in 2015. Based on the information provided by the City, the standby generator can supply 100% of the plant's electrical services at 100% load in case of an emergency or power outage. Historically, the longest continuous usage of the backup generator has been no longer than 8 hours. During the longest event, centrifuges were not in operation, so electrical load was not at 100%.

5.4.2 Existing Protocols

Currently there is a written Standard Operating Procedure (SOP) for plant describing how to operate and maintain the facility in emergency working conditions during a 72-hr power outage. The existing SOP can be found in **Appendix B**. Dudek recommends dry testing of the procedure annually to ensure smooth operation.

5.4.3 Existing Operational Challenges

Based on the City's operations experience, the list of anticipated key operational challenges and issues in the event of a 72-hr power outage is described below:

- Possible wasting to beds due to the load on the generator being unable to support centrifuge operation
- Maintaining blower operations for MBR & Conventional process
- Maintaining process control
- Telemetry problems
- Valve functioning
- Running SCADA

- Drainage of UPS batteries for power to computers, PLC, SCADA, & HMI
- Maintaining generator & fuel supply
- Maintaining sodium hypochlorite disinfection dosage
- Lighting at night
- Maintaining adequate temperatures for digesters during winter season

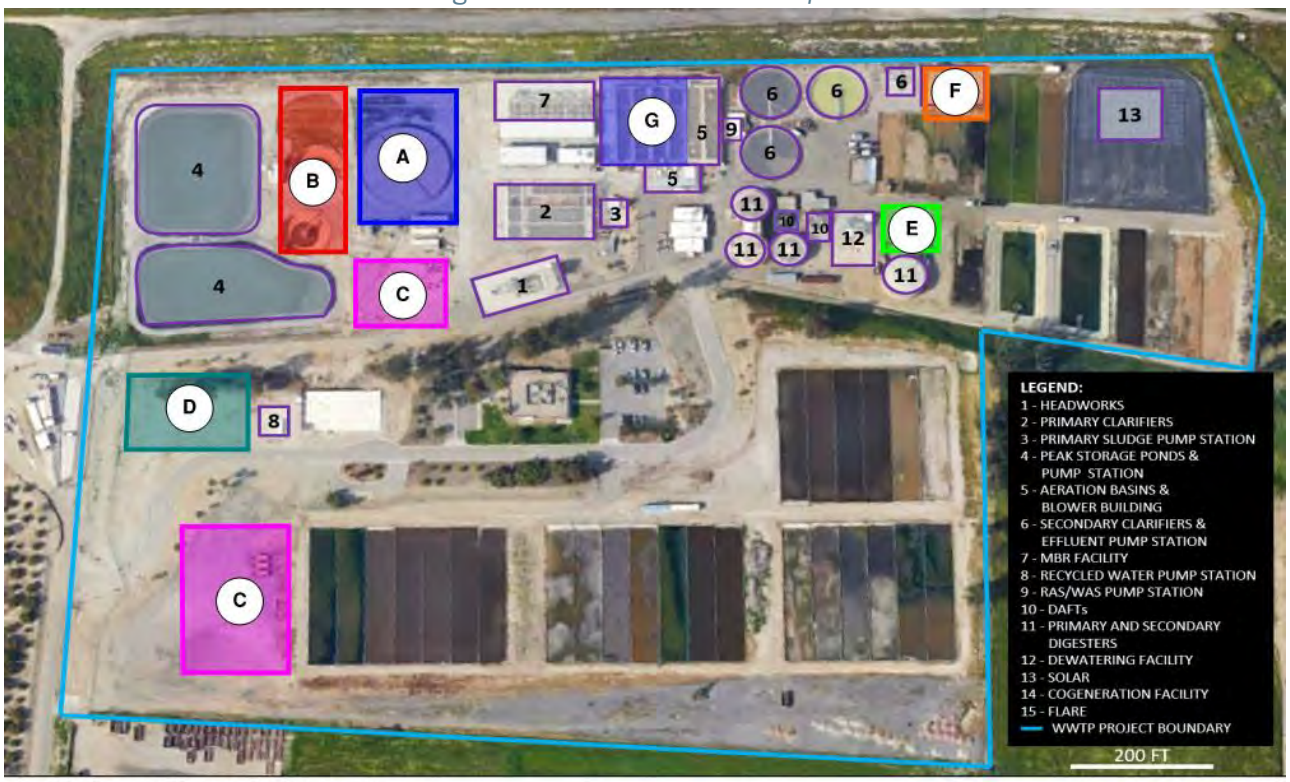
5.4.4 Mitigation Strategies

- Install CHP/cogeneration system to provide onsite, back-up generated electricity in order to support facility needs during a power outage and also offset energy costs during normal operations.
- Install solar panels with battery storage to provide sustainable power source to support energy needs during a power outage and offset energy costs during peak demand time operations.
- Utilize waste heat from CHP for process heat (i.e. hot water, steam, and other types of process heat) to supplement temperature for digesters. This could potentially decrease system operation time and increase digester efficiency, as well as save energy.

5.5 Potential Sites for Future WWTP Expansion

This section details potential sites which may be used for any future WWTP expansion, which is either detailed in this report or may be suggested in the future. These sites are identified by letters (A-F) in **Figure 5.4**. This includes areas for MBR expansion, EQ basin expansion, a contractor staging zone, onsite recycled water storage, and a cogeneration system.

Figure 5.4: Potential Areas of Expansion



POTENTIAL FUTURE EXPANSION AREAS

- (A) AREA FOR MBR EXPANSION AND FINE SCREENS
- (B) USE CLARIFIER AREA FOR FUTURE EQ BASIN EXPANSION
- (C) USE FOR POTENTIAL CONTRACTOR STAGING AREA
- (D) USE DESIGNATED AREA FOR FUTURE RECYCLE WATER STORAGE
- (E) USE AESIGNATED AREA FOR NEW SLUDGE HANDLING EQUIPMENT
- (F) USE DESIGNATED AREA FOR NEW COGENERATION EQUIPMENT
- (G) USE ACTIVATED SLUDGE BASINS FOR FUTURE MBR EXPANSION

5.6 Cogeneration Cost-Benefit Analysis

The purpose of this section is to evaluate the potential of using WWTP-generated biogas for onsite power generation utilizing a pre-packaged, containerized CHP/cogeneration system. A 20-year life-cycle cost analysis on the use of landfill and digester-produced gas for cogeneration is presented. A comparison is made between baseline and cogeneration operating costs under a normal (90% operational usage) and a worst-case (75% operational usage) scenario, although the focus is on the worst-case scenario. The life-cycle cost analysis finds that cogeneration is more cost-efficient under projected higher electricity rates even in the worst-case scenario.

5.6.1 Background on Cogeneration

Anaerobic digesters and landfills generate biogas, is a mixture of gasses including methane and carbon dioxide. The methane in biogas can be captured and used to produce electrical and thermal energy at a WWTP using a combined heat and power (CHP) system, providing a reliable and resilient source of power for WWTPs. CHP systems increase energy security by producing energy at the point of use and reduce overall plant energy costs from outside sources. Additionally, CHP systems function to reduce the carbon footprint of WWTP's by capturing the energy in GHG emissions and offset grid power generation emissions that provide grid energy. CHP systems consist of equipment such as gas treatment tanks, engine generators, heat recovery equipment, and electrical interconnections. Typical CHP systems are internal combustion engines, microturbines, gas turbines, or fuel cell

modules. The general characteristics of each type of CHP system are provided in **Table 5.7** and a typical process flow diagram block is provided in **Figure 5.5**.

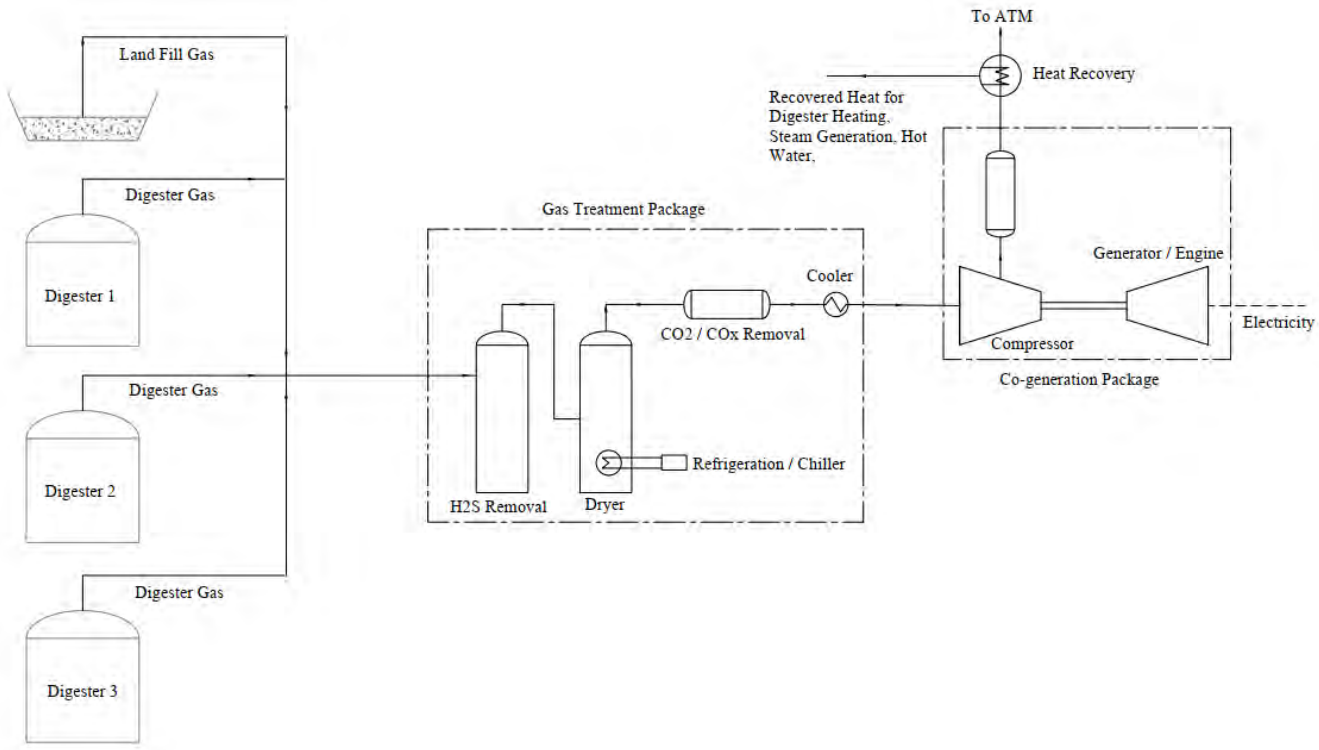
Table 5.7: CHP Engine Types and Specifications

CHP Technology	Size	Electric Conversion Efficiency with Higher Heating Value	CO_2 Emissions (lbs per MWh)
Internal Combustion	100 kW – 5 MW	28% – 29%	410 – 1,030
Microturbines	30 kW – 400 kW	23% – 26%	1,540 – 1,780
Gas Turbines	1 – 5.5 MW	21% – 28%	890 – 1,450
Fuel Cells	250 kW modules	36% – 42%	-

The technologies described in Table 5.7 convert biogas into electric power. The energy in the fuel that is not converted to electricity is released as waste heat, which may also be harnessed for use at the facility.

In addition to methane and carbon dioxide, digester biogas contains hydrogen sulfide (H2S), siloxanes, nitrogen, hydrogen, and water vapor that can significantly decrease the performance of CHPs. High H2S concentrations can cause equipment corrosion and increased maintenance costs. Therefore, prior to feeding biogas to CHP systems, gas pre-treatment is required. The gas pre-treatment involves integrated control systems which typically consist of a gas cleanup skid, compressor, cooling, heat exchanger, and flare in order to properly control and maintain the performance of CHP systems. The design of gas cleaning systems can vary and therefore, this aspect needs to be considered during the design process. Refer to **Appendix C** for the most common techniques available for gas-pretreatment. Most gas treatment units are skid mounted and can be installed outdoor or under a shelter.

Figure 5.5: Typical Process Flow Diagram for Cogeneration



5.6.2 Opportunity for Cogeneration at Redlands WWTP

Historically, there was one 1-MW rated cogenerator at the WWTP which was installed in 2003 and remained in operation until 2009. In 2009, the cogenerator stopped operating due to exceeding AQMD emission standards. According to the Task 1 Comprehensive Condition Assessment Final Report, the existing cogeneration equipment is currently inoperable. Presently the plant does not utilize any energy recovery through cogeneration and biogas from the onsite landfill and anaerobic digesters is flared off. Current heat exchangers are fueled by digester gas. Natural gas is used in absence of digester gas or as a supplemental fuel source.

The quantity of biogas being produced presents an opportunity for a CHP system which would provide onsite generated electricity and thermal energy to the plant. Therefore, Dudek performed an evaluation and life-cycle analysis of a standalone, containerized, packaged cogeneration unit that converts biogas and landfill gas into electric heat and power. The new packaged unit consists of a gas conditioning/cleaning package, engine/generator, engine controls, radiators, Continuous Emissions Monitoring (CEMs) unit, Selective Catalytic Reduction (SCR)/oxidation catalyst, exhaust stack, and prechamber gas compressor. Refer to **Appendix D** for details. All relevant air quality emission levels e.g. NOx concentrations, would be reduced to comply with SCAQMD accepted levels using the SCR system and urea, and emissions monitored with a CEM device, as a CEM unit is currently required by the SCAQMD. A gas conditioning pre-treatment system would remove moisture, H2S, siloxanes, and other critical organic compounds to improve efficiency.

5.6.3 Life-Cycle Cost Analysis Model

A 20-year life-cycle cost model was prepared for two scenarios 1) 75% operational usage of cogeneration system (conservative scenario), and 2) 90% operational usage of cogeneration system (expected scenario). Equipment suppliers verified these scenario assumptions as reasonable. Both scenarios are compared with the existing conditions of having no cogeneration system in place. The life-cycle cost model parameters are shown in **Table 5.8**. Capital costs (e.g. construction costs) and O&M costs are estimated based on vendor equipment quotations and third-party vendor service and installation fees. Unit O&M costs are escalated by an annual inflation rate of 3% (Table 5.8). Capital cost estimate is shown in **Table 5.10**. O&M includes savings on electrical costs from onsite power generation. The present worth values of the annual loan payments and annual O&M costs are discounted at a rate of 6% (Table 5.8). The life cycle cost analysis compares scenarios based on their present worth value. O&M includes savings on electrical costs from onsite power generation.

Table 5.8: Lifecycle Cost Model Inputs

Parameter	Units	Value
Starting Year	-	2021
Ending Year	-	2041
Loan Duration	yr	20
Loan Interest Rate	%/yr	3
Discount Rate	%/yr	6
Inflation Rate	%/yr	3
O&M Escalation Rate[1]	%/yr	1
Electricity Cost, Year 2021[2]	$/kWh	0.13

Notes:
[1] Escalation rate provided by the third-party
[2] Electricity cost obtained based on 2020-2021 electricity bills data provided by the City.

5.6.3.1 Baseline Conditions

The WWTP doesn't currently utilize cogeneration. Biogas coming from two-stage digestion process and landfill is flared off. Based on the Monitoring and Summary process evaluation data from March 2020 – February 2021, approximately 219,000,000 cu.ft/year of biogas is flared off. For the purposes of this evaluation, there is no capital cost associated with maintaining the existing system. Additionally, since labor and maintenance costs for operating the current system are unknown, only electrical costs are considered. Refer to **Table 5.9** to see breakdown of estimated annual O&M cost for the existing WWTP.

Table 5.9: O&M Cost Estimate for Existing Conditions

O&M COST ITEM DESCRIPTION	ENGINEERING ESTIMATE	
	UNIT COST	TOTAL
Power, Year 2021		$ 901,435
Total Annual O&M Cost, Year 2021		**$ 901,435**
20-year Present Worth O&M Cost		**$ 13,920,000**

5.6.3.2 75% Operational Usage (Conservative Scenario)

In the conservative scenario, the cogeneration system is assumed to operate only 75% of the year. Other major assumptions include:

- General Requirements are estimated based on 5% of total construction cost.

- The prepacked cogeneration unit is containerized to eliminate additional costs for maintaining a building
- The engine is prepackaged/containerized to reduce capital costs, complexity, and risk while having one company as a single point of responsibility for commissioning, maintenance, and long-term service.
- Electrical capital costs are estimated to be 5% of total construction cost.

Table 5.10 and Table 5.11 summarize estimated 75% operating cogeneration scenario capital and year 2021 O&M costs, respectively. Capital costs were developed using a third-party budgetary cost estimate.

Table 5.10: Capital Cost Estimates

CAPITAL COST ITEM DESCRIPTION	ENGINEERING ESTIMATE TOTAL $/Unit	ENGINEERING ESTIMATE TOTAL Net Cost $
Division 1 – General Requirements		**$ 300,000**
General Requirements (5% of overall construction cost)	$ 300,000	$ 300,000
Division 11 - Equipment		**$ 4,030,300**
Pre-packaged Cogeneration Unit (1,000 kW)	$ 4,030,300	$ 4,030,300
Division 15 - Mechanical		**$ 90,000**
Stainless Steel Pipes (8”)	$ 120	$ 60,000
Valves	$ 30,000	$ 30,000
Division 16 - Electrical		**$ 460,000**
Electrical (5% of overall construction cost)	$ 300,000	$ 300,000
Control Panel	$ 160,000	$ 160,000
Division 17 - Instrumentation		**$ 75,000**
Sensors and Alarms	$ 75,000	$ 75,000
	Construction Subtotal	**$ 4,960,000**
	Construction Contingency (20%)	$ 992,000
	Construction Total	**$ 5,950,000**

Annual O&M costs were developed for each alternative using a third-party budgetary Gold Long-Term Service Agreement (LTSA) services as a baseline. Major assumptions include:

- Cogeneration system is in operation for 75% of the year.
- Operational fee is $28/OPH/Engine.
- Single point of responsibility for maintenance.
- Standard services include oil changes, coolant changes, vibration analysis, annual alignment, emission testing verification, engine batteries, minor overhaul, generator reconditioning at overhaul.
- Standard fluids/consumables, and basic analysis kits e.g. engine lubricant oil sample kits are included.

Table 5.11: O&M Cost Estimate for 75% operation

O&M COST ITEM DESCRIPTION	ENGINEERING ESTIMATE	
	UNIT COST	TOTAL
Excess Power Purchased, Year 2021	$/kWh/yr	$ 229,179
O&M, Year 2021	$/yr	$ 224,240
Total Annual O&M Cost, Year 2021		**$ 453,419**
20-year Present Worth O&M Cost		**$ 7,000,000**

5.6.3.3 90% Operational Usage (Normal Scenario)

The estimated capital costs for the normal scenario are the same as the conservative scenario ($5,950,000). However, the annual O&M costs are lower as the cogeneration system operates 90% annually and additional onsite electricity is generated, making the system more cost-effective. All other major assumptions for the O&M in the 90% are the same.

Table 5.12 lists O&M for 90% of operation (normal scenario)

Table 5.12: O&M Cost Estimate for 90% operation

O&M COST ITEM DESCRIPTION	ENGINEERING ESTIMATE	
	UNIT COST	TOTAL
Excess Power Purchased, Year 2021	$/kWh/yr	$ 91,672
O&M, Year 2021	$/yr	$ 224,240
Total Annual O&M Cost, Year 2021		**$ 315,912**
20-year Present Worth O&M Cost		**$ 4,900,000**

5.6.4 Summary and Comparison

A payback period for the two alternatives was determined based on capital cost, annual O&M, and any annual energy cost savings compared to the existing treatment system. A summary of these costs and the payback periods is shown in **Table 5.13**. The most significant cost savings from the cogeneration scenarios comes from the decreased power usage.

Table 5.13: Comparison of major cost items between existing and proposed upgrades over 20 years

Item	Existing Conditions	Conservative Scenario	Normal Scenario
Total Capital Cost	$0	$5,950,000	$5,950,000
Annual Power Usage (kWh)	7,051,660	7,051,660	7,051,660
Annual Power Generation (kWh)	$0	5,288,700	6,346,500
Annual Cost of Energy to be Purchased ($)	$901,435	$229,179	$91,672
Annual Cost Reduction (%)	$0	75%	90%
Annual O&M	$901,435	$453,419	$315,912
Payback Period (years)	0	16	11
Life Cycle (20 years) Savings	$0	$965,000	$3,088,000

In the conservative scenario, the CHP system is capable of generating 5,288,700 kWh, and only 1,762,900 kWh needs to be purchased from the grid. The payback period of the system is expected to be approximately 16 years. By comparison, in the normal scenario the CHP system is capable of generating 6,346,500 kWh, and only 705,200 kWh needs to be purchased from the grid. The total payback period is estimated to be approximately 11 years. Cogeneration can help reduce the current plant electricity costs from nearly $1 million per year to less than $100,000 per year.

Note that cost/benefit analysis for cogeneration is using conservative estimates and does not include the additional benefit of waste heat recovery. The City currently heats the anaerobic digesters with boilers. Typically, it is recommended to capture and utilize the waste heat from the generators to heat the digesters, which would lead to additional energy and O&M savings by reducing boiler run times by 75%-90%.

5.7 WWTP Process Evaluation Conclusions and Recommendations

The following conclusions and recommendations are based on the above analysis of process treatment capacity and cogeneration system evaluation. Key takeaways include:

- WWTP unit processes have sufficient capacity to maintain performance and reliability of the plant in the near, mid, and long term. Plant expansion to accommodate additional flows is not anticipated.
- Conservative assessment of the cost/benefit for a cogeneration system suggests that payback would range from 11 to 16 years. This does not include the additional benefit of waste heat recovery to heat the anaerobic digesters, which would reduce the payback period. The project team believes that if a detailed preliminary design is completed a shorter payback period may be achievable when costs are refined. In addition, increases in energy costs over time have not been considered and would also reduce the payback of the facility beyond what is calculated. A cogeneration system with an expected useful life of 20 years would save the City between $1 million to $3 million after 20 years, not accounting for savings related to waste heat recovery, if that is utilized.
- The capacity and performance of solids treatment facilities (i.e. digesters, thickening, and dewatering) should be further evaluated. Additional solids handling capacity may be required in the future if the City elects to receive food waste, FOG, and/or if solids loads to the plant increase.

- There is room in the WWTP's footprint for expansion. However, area to expand solids handling and gas handling facilities are tight. Sludge drying beds and/or clarifiers (assuming the conventional activated sludge train is abandoned and MBR is expanded) may be removed to allow for space for future facilities.
- An optimized and engineered cogeneration system would reduce the air pollution and carbon monoxide emissions compared to the status quo of direct flaring of digester gas. Meanwhile, cogeneration would provide a source for heating requirements within the plant.
- The cogeneration system and SCR unit would have environmental benefits, namely greenhouse gas emissions and carbon footprint reduction compared to purchase of grid energy and gas flaring. Utilizing a sustainable source of biogas would contribute towards California's Carbon Zero 2045 initiative. The SCR unit would also reduce other air quality emissions to acceptable SCAQMD regulatory limits.
- The City of Redlands' Climate Action Plan identifies a goal of 10% reduction in GHG emissions from water utilities by 2035. Utilizing the renewable biogas on site for generation would offset net GHG emissions and contribute to meeting both the City and State's climate action goals.
-

6 Recommendations

This section incorporates the findings of previous sections and outlines the estimated costs of the recommended collection system and WWTP improvements. The identified improvements are subsequently prioritized into a recommended list of capital improvement program projects based on pipeline capacity and the WWTP process evaluation.

6.1 Pipeline Capacity Project Recommendations

In Chapter 4, a total of 10 pipeline improvements were identified. Each improvement project was assigned a project ID as presented in **Table 6.1** and shown graphically in **Figure 6.1.** Due to the capacity analysis being based on a hydraulic model calibrated on only the WWTP influent flow meter, it is recommended that system-wide flow monitoring be performed prior to commencing each improvement. The system-wide flow monitoring should ensure a flow meter at each of the recommended pipeline improvement locations noted below.

Please note that while some areas recommended for upsizing in the 1998 SMP were also found in this updated analysis, several were not identified as part of this master plan. This could be due to two factors. First, water conservation efforts within the last twenty years have led to a decrease in sewer flows and therefore less capacity deficiencies. Second, the 1998 analysis did use collection system flow monitoring, which allows for more accurate evaluation of flow volumes in any individual pipe compared to using solely the WWTP influent flow meter measurements allocated by water usage, as done for this study. This is also why it is recommended the City perform flow monitoring prior to commencing the following recommended improvements.

Table 6.1: Recommended Pipeline Capacity Projects

Project ID	Phasing	Project Description[1]
P-0	2021-2030	System-wide Flow Monitoring Program (up to 30 meters)
P-1	2021-2030	Install 1,350 LF of 12-inch pipe on Cajon St, from Cypress Ave to Fern Ave
P-2	2021-2030	Install 100 LF of 15-inch pipe on Cajon St, directly south of E Citrus Ave
P-3	2021-2030	Install 920 LF of 24-inch pipe on San Bernardino Ave and 2,700 LF of 36” inch pipe on Alabama St
P-4	2021-2030	Install 700 LF of 10-inch pipe on Brockton Ave at 6th St & Herald St
P-5	2021-2030	Install 350 LF of 27-inch pipe on Citrus Plaza Dr, just south of San Bernardino Ave
P-6	2021-2030	Install 1,900 LF of 30-inch pipe on Nevada St, beginning north of Palmetto Ave
P-7[2]	2030-2045	Install 300 LF of 10-inch pipe on South Ave, between Garden St and Franklin Ave
P-8	2030-2045	Install 2,100 LF of 12-inch pipe on Cajon St, between 600 feet north of Highland Ave and Cypress Ave
P-9[2]	2045-2070	Install 300 LF of 10-inch pipe on South Ave at Franklin Ave
P-10	2045-2070	Install 300 LF of 15-inch pipe on Cajon St, just north of Vine St

Note:
[1] It is recommended all capacity restricted areas be flow monitored to confirm capacity restrictions exist.
[2] These two projects could be combined into one.

Figure 6.1: Recommended Pipeline Improvements

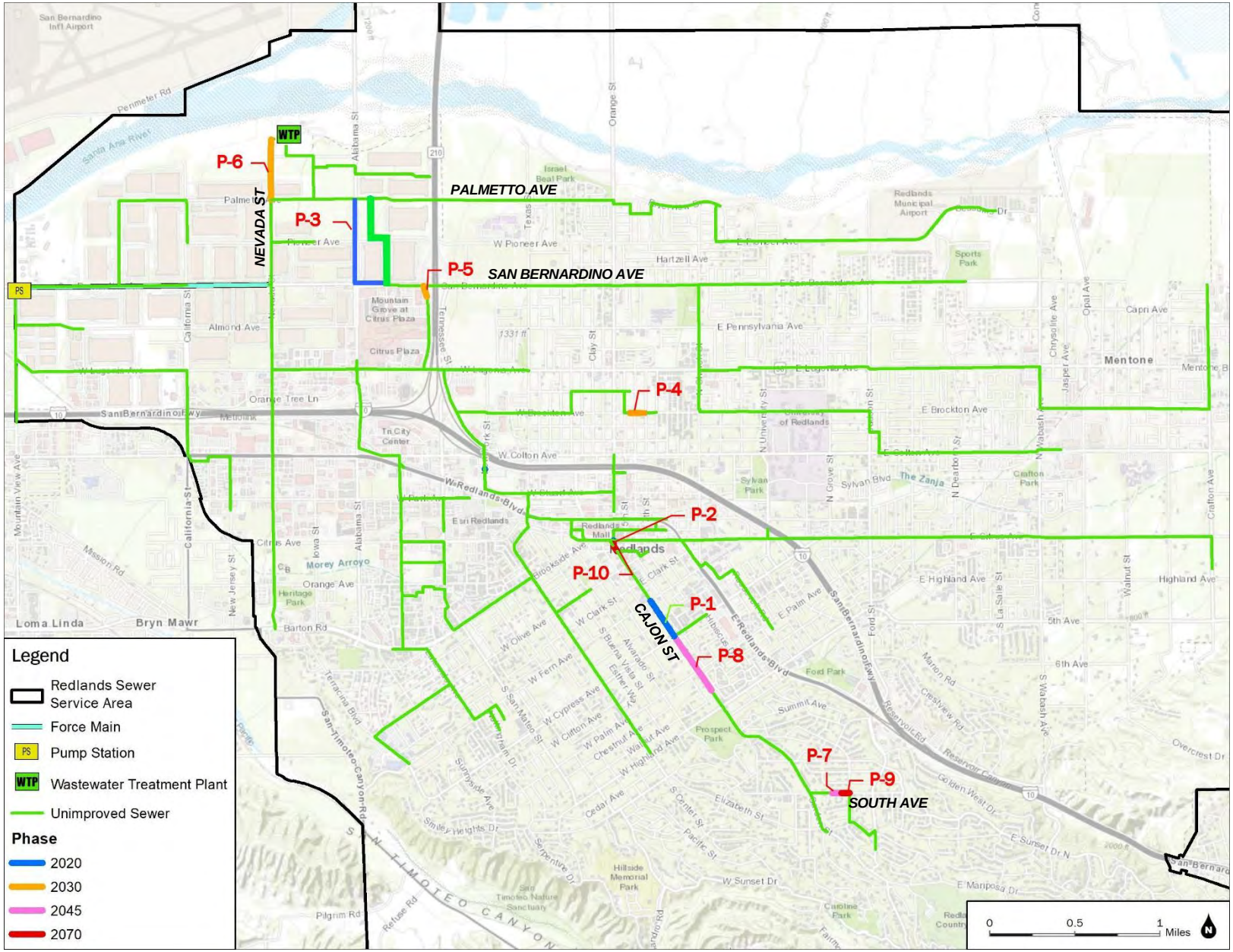


Figure 6.2: Results of Cajon St (Between Cypress Ave and Fern Ave) Capacity Improvement Under Existing (2020) Conditions, Sized for Buildout (2070) Conditions

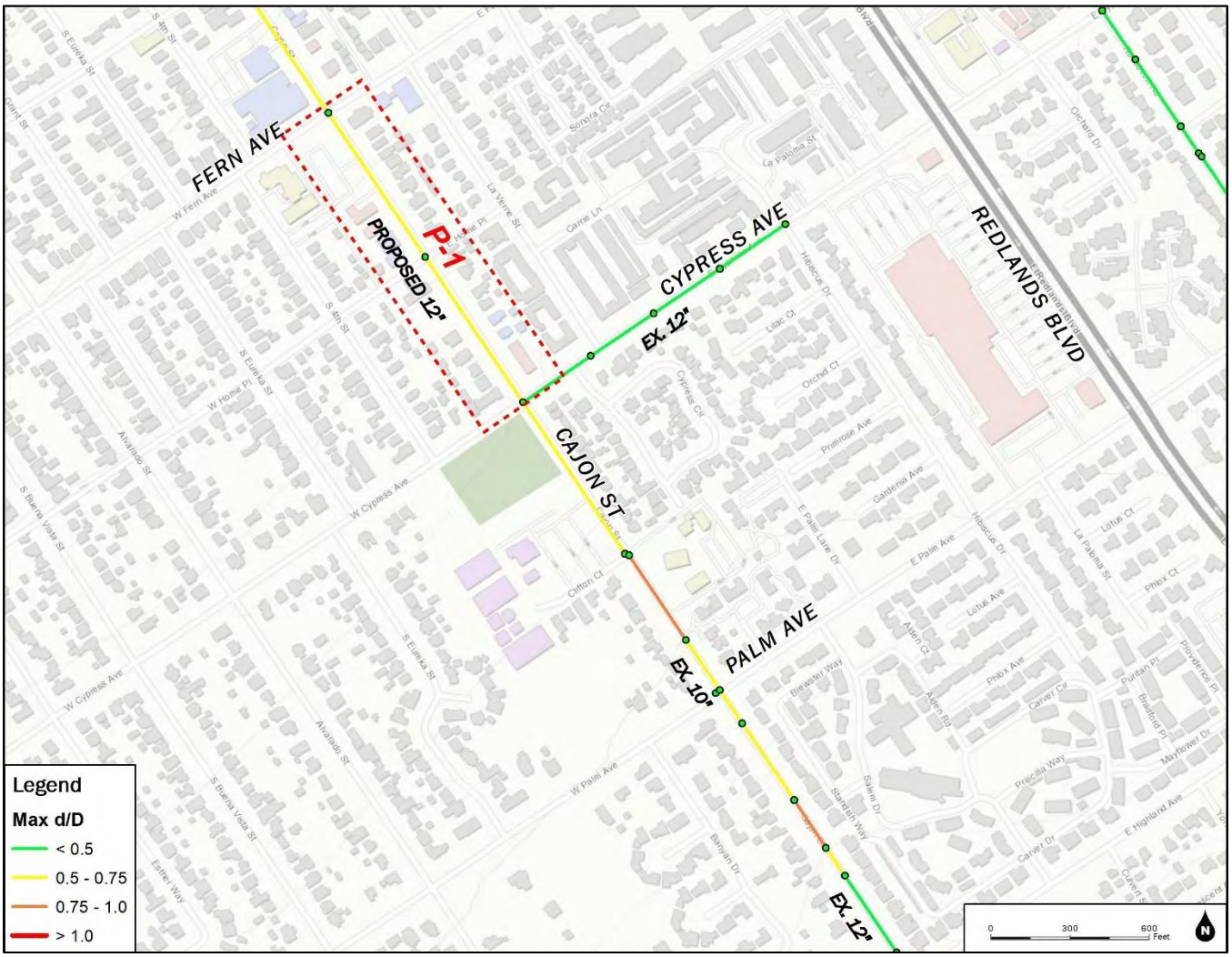


Figure 6.3: Results of Cajon St (South of E Citrus Ave) Capacity Improvement Under Existing (2020) Conditions, Sized for Buildout (2070) Conditions



Figure 6.4: Results of Alley East of Alabama St (Between San Bernardino Ave and Palmetto Ave) Capacity Improvement Under Existing (2020) Conditions, Sized for Buildout (2070) Conditions

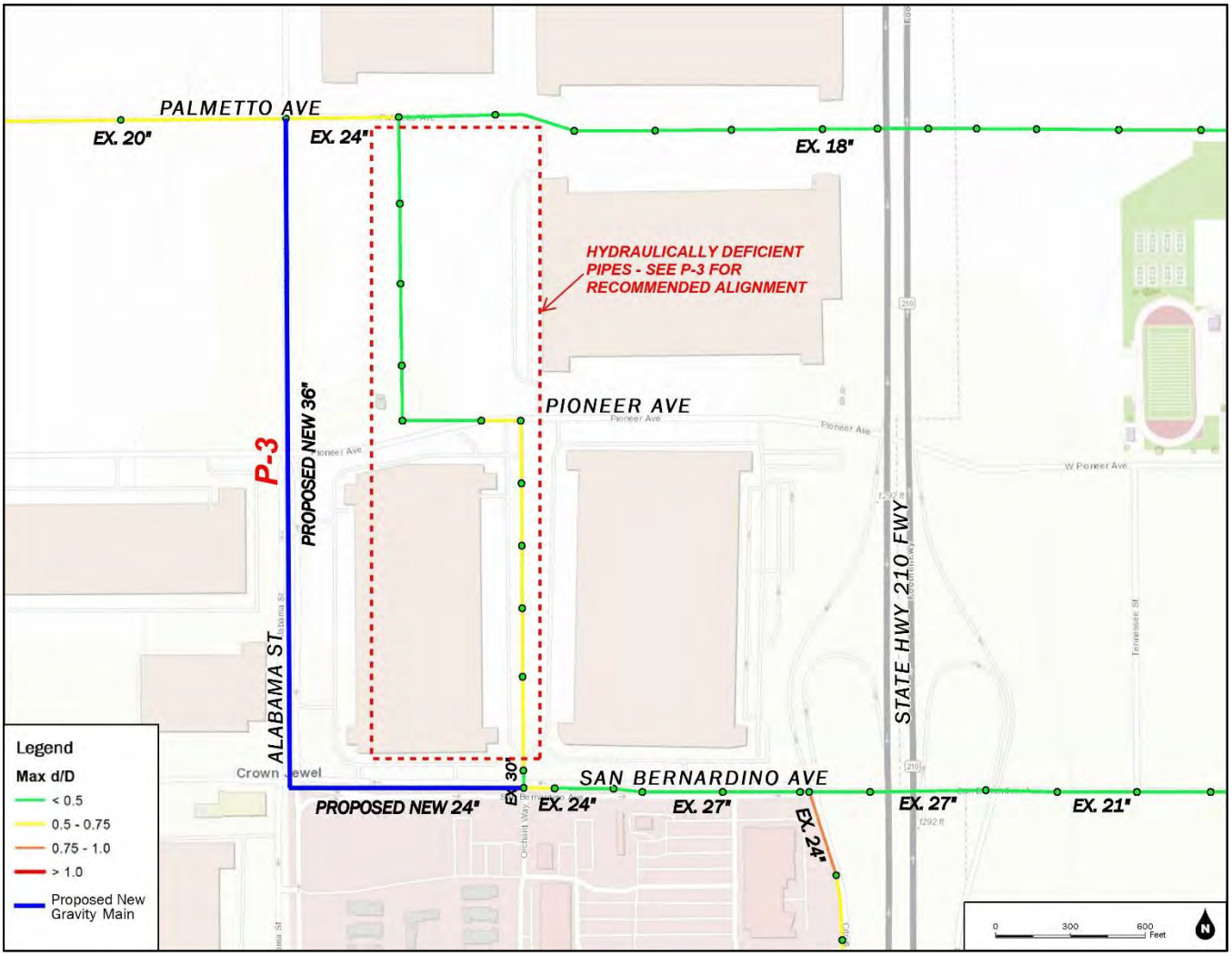


Figure 6.5: Results of Brockton Ave at 6th St & Herald St Capacity Improvement Under Near-Term (2030 Conditions), Sized for Buildout (2070) Conditions

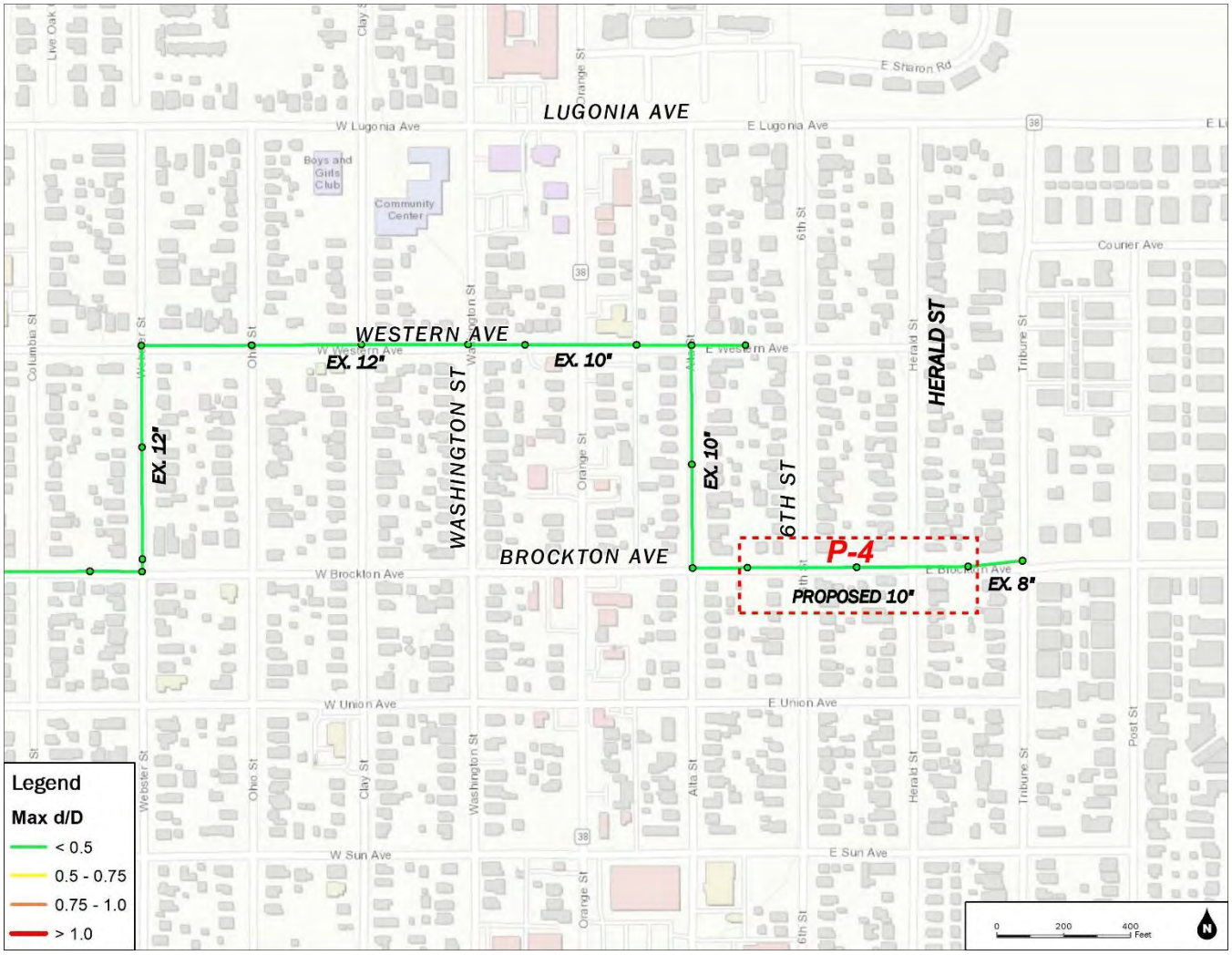


Figure 6.6: Results of Citrus Plaza Dr (South of San Bernardino Ave) Capacity Improvement Under Near-Term (2030 Conditions), Sized for Buildout (2070) Conditions

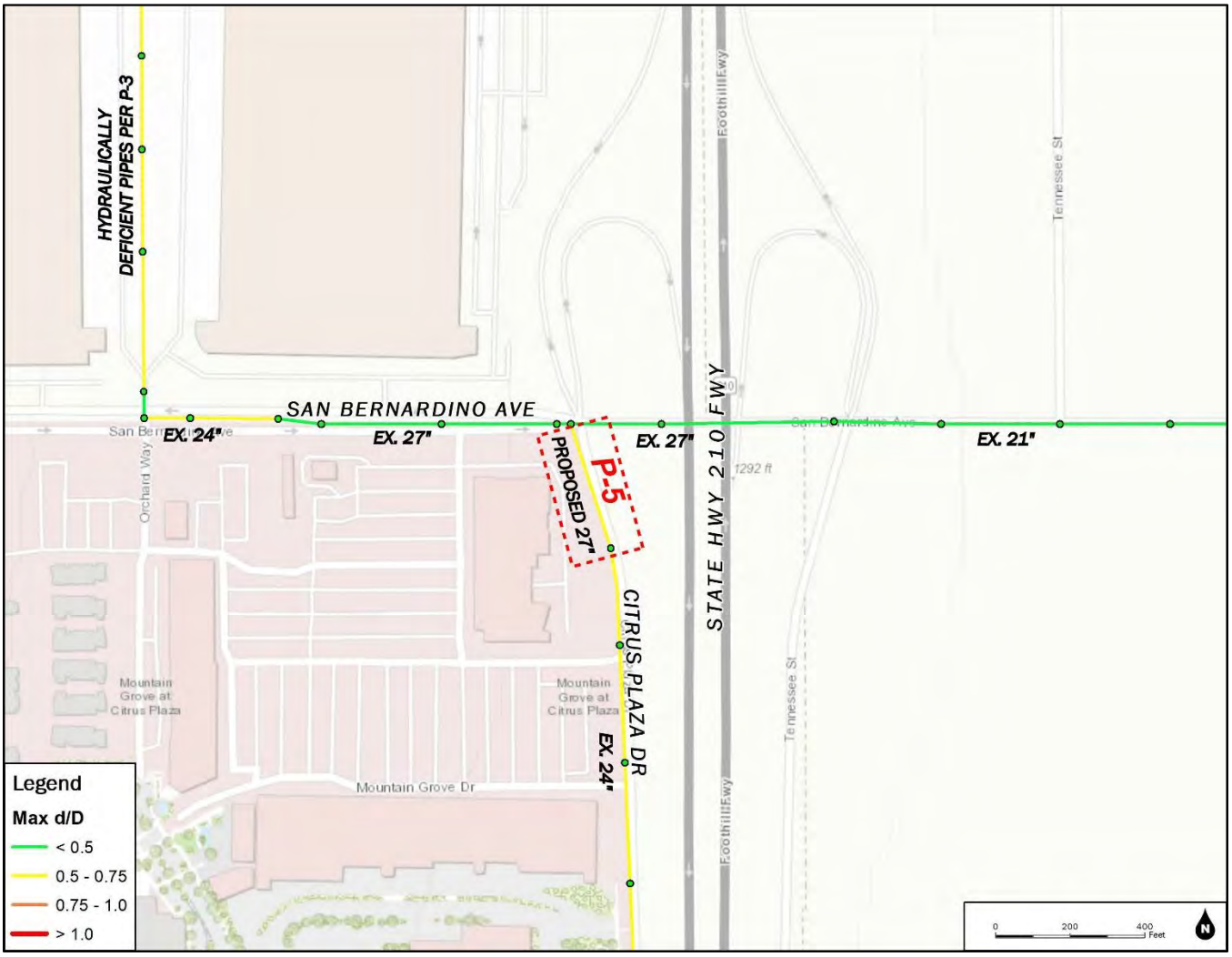


Figure 6.7: Results of Nevada St (North of Palmetto Ave) Capacity Improvement Under Near-Term (2030 Conditions), Sized for Buildout (2070) Conditions

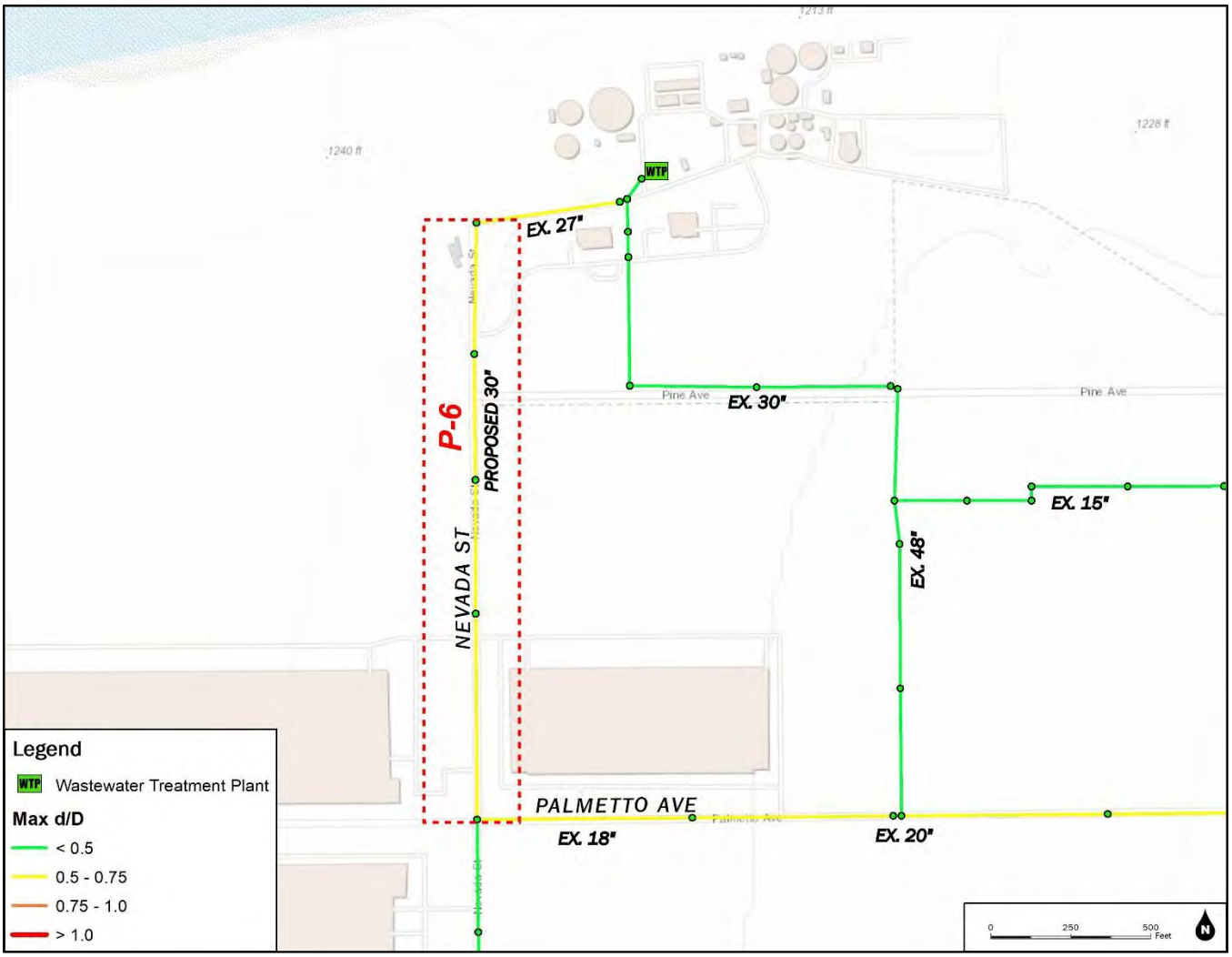


Figure 6.8: Results of South Ave (Between Garden St and Franklin Ave) Capacity Improvement Under Long-Term (2045) Conditions, Sized for Buildout (2070) Conditions

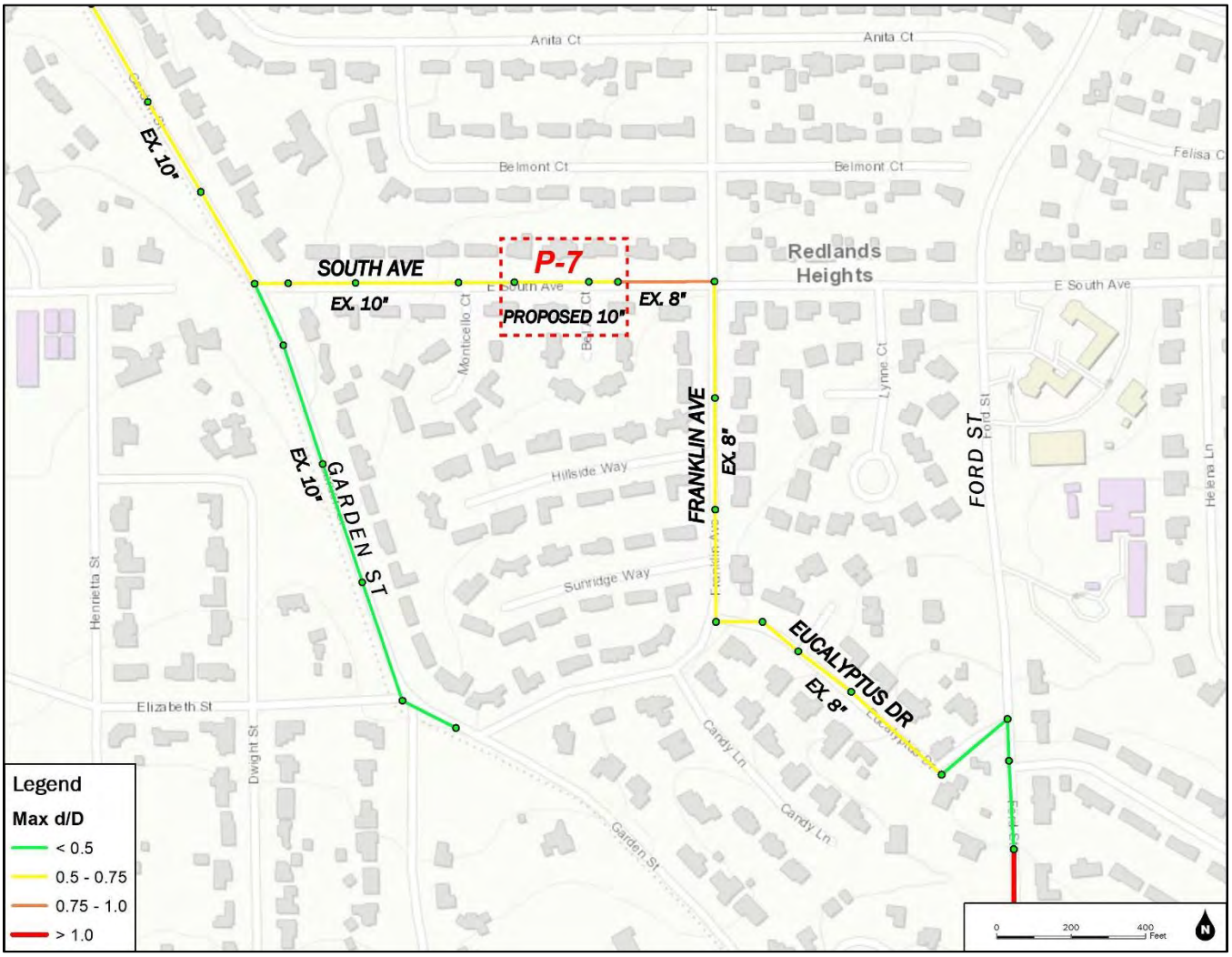


Figure 6.9: Results of Cajon St (Between 600 feet North of Highland Ave and Cypress Ave) Capacity Improvement Under Long-Term (2045) Conditions, Sized for Buildout (2070) Conditions

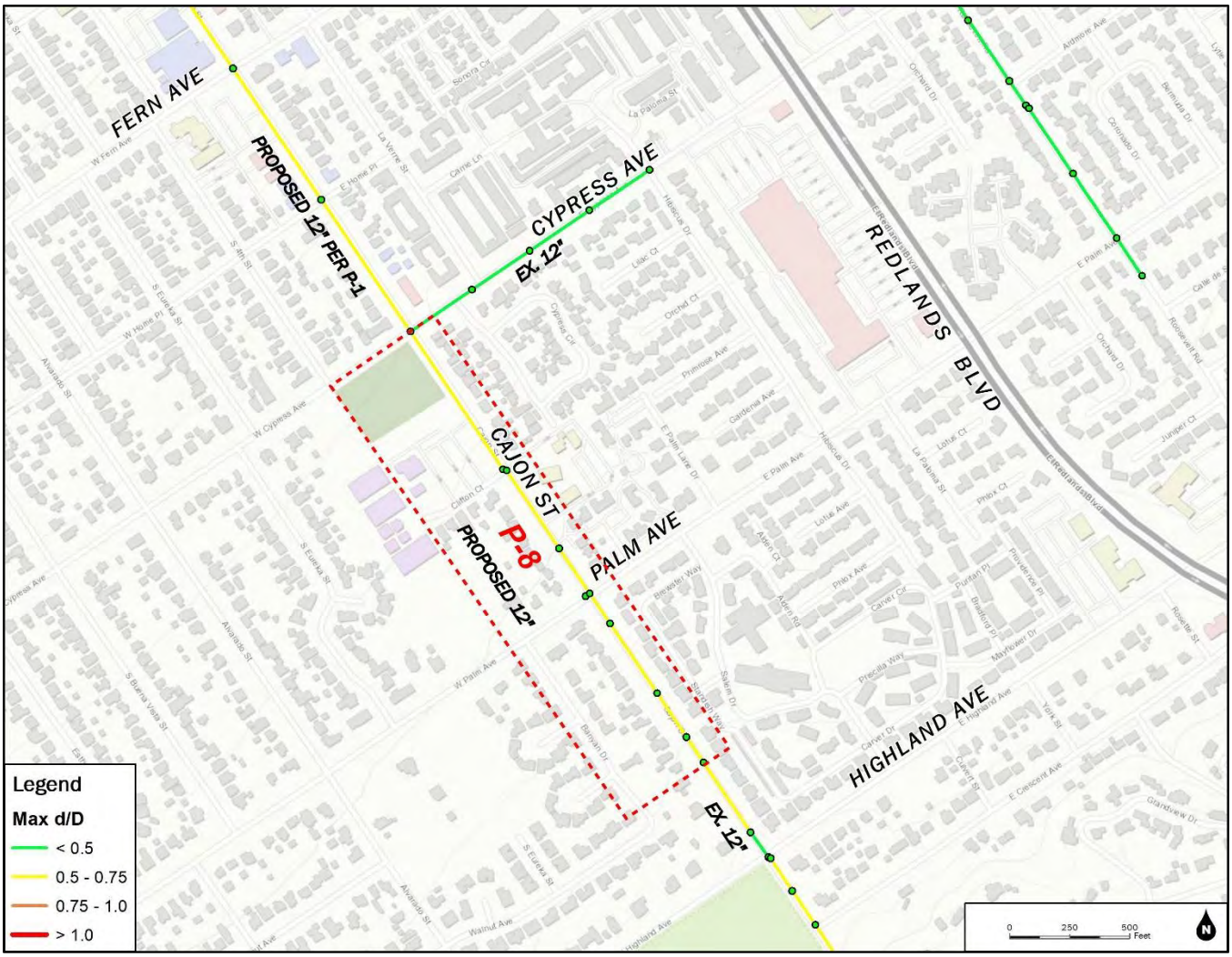


Figure 6.10: Results of South Ave Capacity Improvement Under Buildout (2070) Conditions

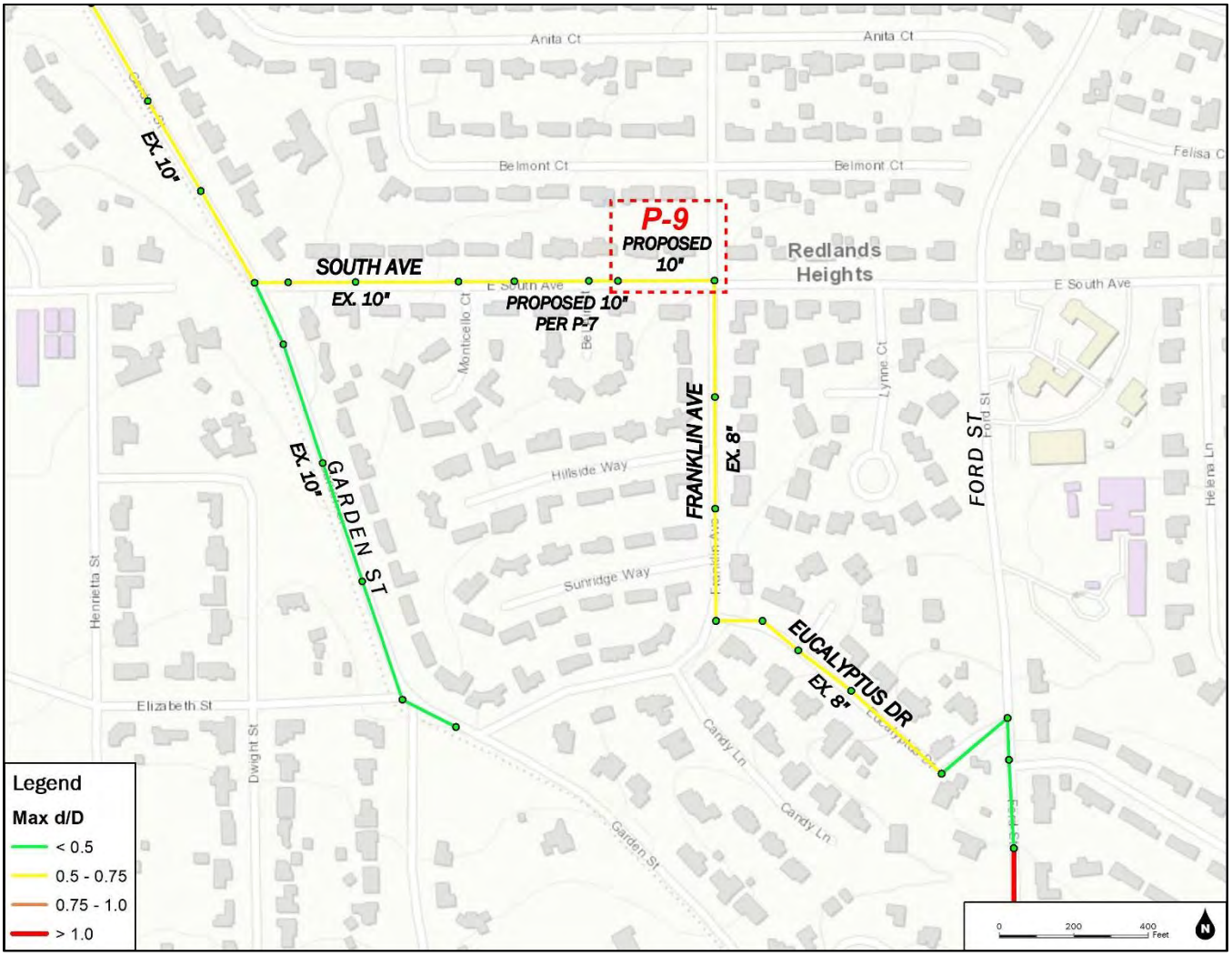
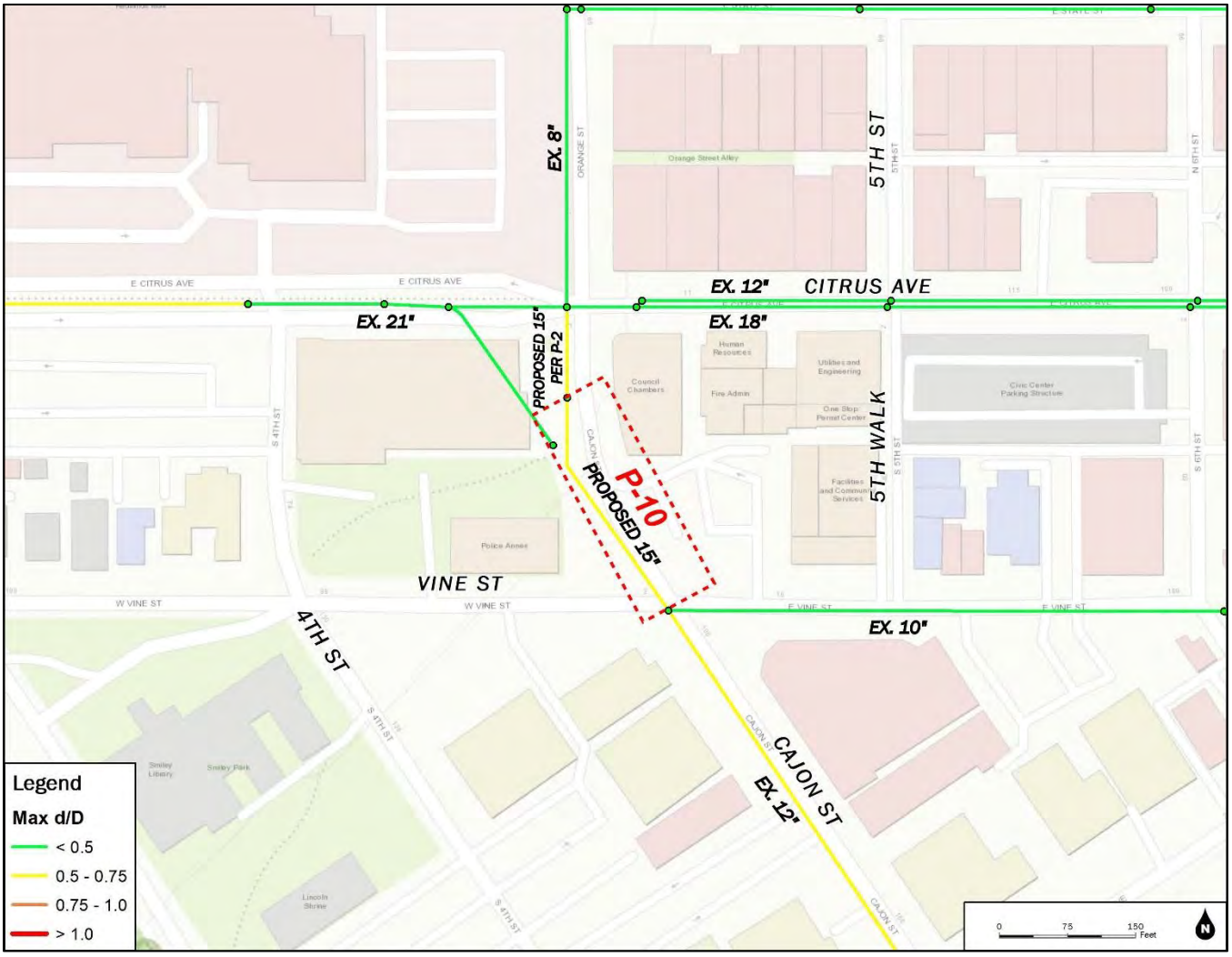


Figure 6.11: Results of Cajon St (North of Vine St) Capacity Improvement Under Buildout (2070) Conditions



6.2 Lift Station Operations Recommendations

It is recommended the City conduct an Optimization Study on the San Bernardino/Mountain View Lift Station to determine if there are opportunities to optimize operations. The existing pumps, sized to efficiently operate at 4 MGD, are operated at 2.5 MGD. Operating the existing pumps at 2.5 MGD is likely causing extra power usage through efficiency losses.

Table 6.2: Lift Station Recommendations

Project ID	Description
LS-1	Lift Station Optimization Study to improve power consumption

6.3 WWTP Process Recommendations

It is recommended that the City develops a solid treatment plan in the event the City elects to receive food waste, FOG, and/or if solids loads to the plant increase. For solids treatment, it is recommended to determine present solid loads and solid handling capacity at the plant. Additionally, it is recommended the City to consider replacing the existing, not-in-use cogeneration system with a new modern system, as this could reduce electricity usage rates by utilizing plant produced biogas. A new, optimized cogeneration system can also significantly reduce air pollution levels from the plant as biogas wouldn't be directly flared off to the atmosphere and would function as a reliable source for any heating process within the plant.

Table 6.3: WWTP Process Recommendations

Project ID	Description
WWTP-1	Solids Management Plan
WWTP-2	Cogeneration Facility Preliminary Design

6.4 Project Cost Summary

The following **Table 6.4** provides a summary of probable construction and project costs associated with each of the above recommended capital improvement projects. A detailed tabulation of each projects cost elements in included in **Appendix E**. Note that due to the varying lengths of the pipeline replacement projects, standard multipliers were not used. Cost ratios are typically higher for shorter replacement projects and reduce as the size of the replacement length increases. Instead, mathematical equations were used to calculate estimated pipeline replacement costs ($/in-diam/LF) as well as the Engineering multipliers

Table 6.4: Project Cost Summary

Project ID	Project Name	Description	Justification	Project Costs by Planning Period ($)			
				Existing (2020)	Near-Term (2030)	Long-Term (2045)	Buildout (2070)
Gravity Sewer Projects							
P-0	System-Wide Flow Monitoring	Install thirty (30) flow meters throughout existing sewer system	Confirm the need for each improvement based on real-time flow monitoring data	$ 162,000	-	-	-
P-1	Cajon St, Cypress Ave to Fern Ave, Pipeline Upsizing	Upsize 1,350 LF of 10-inch to 12-inch	Max d/D is 1.0 under 2020 PWWF	$ 827,000	-	-	-
P-2	Cajon St at Citrus Ave Pipeline Upsizing	Upsize 100 LF of 12-inch to 15-inch	Max d/D is 1.0 under 2020 PWWF	$ 141,000	-	-	-
P-3	Alabama St Pipeline Upsizing and Realignment	Install concrete plug to abandon 3,100 LF of existing 24-inch and 30-inch; Build 920 LF of new 24-inch in San Bernardino Ave; Build 2,700 LF of 36-inch in Alabama St	Max d/D is 1.0 under 2020 PWWF	$ 4,967,000	-	-	-
P-4	Brockton Ave Pipeline Upsizing	Upsize 700 LF of 8-inch to 10-inch	Max d/D is 1.0 under 2030 PWWF	-	$ 445,000	-	-
P-5	Citrus Plaza Dr Pipeline Upsizing	Upsize 350 LF of 24-inch to 27-inch	Max d/D is 1.0 under 2030 PWWF	-	$ 671,000	-	-
P-6	Nevada St Pipeline Upsizing	Upsize 1,900 LF of 27-inch to 30-inch	Max d/D is 1.0 under 2030 PWWF	-	$ 2,452,000	-	-
P-7	South Ave West of Franklin Ave Pipeline Upsizing	Upsize 300 LF of 8-inch to 10-inch	Max d/D is 1.0 under 2045 PWWF	-	-	$ 233,000	-
P-8	Cajon St between Highland Ave and Cypress Ave Pipeline Upsizing	Upsize 2,180 LF of 10-inch to 12-inch	Max d/D is 1.0 under 2045 PWWF	-	-	$ 1,136,000	-
P-9	South Ave at Franklin Ave Pipeline Upsizing	Upsize 300 LF of 8-inch to 10-inch	Max d/D is 1.0 under Buildout PWWF	-	-	-	$ 233,000
P-10	Cajon St at Vine St Pipeline Upsizing	Upsize 300 LF of 12-inch to 15-inch	Max d/D is 1.0 under Buildout PWWF	-	-	-	$ 346,000
			Total Gravity Sewer Projects:	**$ 6,097,000**	**$ 3,568,000**	**$ 1,369,000**	**$ 579,000**
Lift Station Projects							
LS-1	San Bernardino/Mountain View LS Optimization Study	Conduct study to evaluation optimization of the MVLS	Pumps consistently operating at reduced speeds	$ 40,000	-	-	-
			Total Lift Station Projects:	**$ 40,000**	**$ -**	**$ -**	**$ -**
Wastewater Treament Plant Projects							
WWTP-1	Solids Management Plan	Determine present solid loads and solids handling capacity at the plant.	Needed in the event the City elects to receive food waste, FOG and/or if solids loads to the plant increase.	$ 150,000			
WWTP-2	Cogeneration Facility Preliminary Design	Preliminary design of new cogeneration facility for the WWTP.	Estimated 11 year payback period for construction of new Cogen facility.	$ 300,000			
			Total WWTP Projects:	**$ 450,000**	**0**	**0**	**0**
			TOTAL:	**$ 6,587,000**	**$ 3,568,000**	**$ 1,369,000**	**$ 579,000**

Appendix A

Near-Term Developments

APPENDIX A - NEAR TERM DEVELOPMENTS

Dev't Number	Development Name	Status	Location	Redevel-opment	APN	Total Acreage of Dev't	Sq. Ft of Dev't Building	SFR (DU)	SFR (DU/ acre)	Instit (acre)	Hotel (No. of rooms)	Comm (acre)	Indust (acre)	SFR (DU)	SFR (DU/ acre)	MDR (DU)	MDR (DU/ acre)	HDR (DU)	HDR (DU/ acre)	Mixed Use (acre)	Instit (acre)	Hotel (No. of rooms)	Hotel (acre)	Comm (acre)	Indust (acre)
1	Tract 20378	Submitted	SE corner of Wabash Ave and Highland Ave	No	029-941-118, -119, -120, -121, -123, -124	9.8										120	12.2								
2	Canyon Ranch			No		22								27	1.23										
3	Tract 20320	In Process	Wabash Ave, north of Reservoir Rd and I10	No	017-428-113, -133, -134, -135 & 029-921-311 to-314, -321	65								67	1.03										
4	Citrus Valley SP (Tract 20336)	In Process	North side of Domestic Ave, west of Texas St and east side of I210 fwy	No	016-703-102 to -107, -116	58								317	5.47										
5	Casa Loma Apts (Tract 20126)	Planning Commission 12-16-2020	SW corner of University St and Lugonia Ave	No	121-237-101, -105 to -120											147									
6	Citrus Greens SP (Tract 20283)	In Process	NW Corner of Sunnyside Ave and Linda Vista Ave	No	017-223-107, -105	5								20	4.00										
7	Tract 20305	Historic Commission TBD	301 W. Palm Ave	No	017-323-105	8.8								30	3.41										
8	City Center Mixed Use Project (CUP No. 1138)	In Process	NW Corner of Brookside Ave and Eureka St	No	017-110-101 to -105, 017-121-113 to -121, 017-121-125	3														3					
9	The Grand Apartments	In Process	NE Corner of Redlands Blvd and Eureka St	Yes	016-928-130	1.5												149	99						
10	Tract 20257 (i.e. Heritage SP)	Approved	West side of Texas St, north side of San Bernardino Ave and south side of Pioneer Ave	No	016-709-102, -104, -105, -108	37								207	5.59										
11	LuxView Apts	Approved	North & South side of Orange Ave between Alabama St and Iowa St	No	029-216-708, -711, -712, -713, -718, -725, -803, -816	21.8										328	15.0								
12	Brookside Apts	Approved	317 Brookside Ave	No	017-124-124											8									
13	Liberty Lane Apts	Approved	SW corner Lugonia Ave & Texas St	No	016-902-119	4.72										80	16.9								
14	Tract 20065	Approved	South side of E. Highland Ave, west of Redlands St	No	017-416-125	10								29	2.90										
15	Tract 19956	Approved	East of Wabash Ave, north of Highland Ave, and south of Citrus Ave	No	029-942-101 to -142	18.5		40	2.16																
16	Tract 17080	Approved	West side of S. Wabash Ave, north of E. Sunset Dr and south of I10	No	030-001-209, -210	7								8	1.14										
17	Tract 17022	Approved	NE Corner of W. Pioneer Ave & Texas St	No	016-788-106 to -120	4.3								12	2.79										
18	Tract 16878	Approved	SW Corner of Wabash Ave & E. San Bernardino Ave	No	016-813-201 to -205	41								76	1.85										
19	Tract 16402	Approved	South side of Madeira Ave, approximately 1,750 ft east of Crafton Ave and 350 ft east of Whitewood Dr	No	029-821-109, -139	8.5								26	3.06										
20	Tract 20126	Under Construction	NE corner of Lugonia & Judson	No	016-891-101 to -154, 016-892-101 to -155	39		23	0.59					82	2.10										
21	Tract 19942	Under Construction	East of Wabash Ave, north of Sylvan Blvd	No	029-943-101 to -138	12		13	1.08					21	1.75										
22	Tract 20079	Completed	1485 E. San Bernardino Ave	No		6		14	2.33																
53	Autofit	Submitted	1625 W. Redlands Blvd	Yes		2.51	109,147					2.51													
23	Symbiosis LLC, Medical Transport	Planning Commission 12-16-2020	1801 Orange Tree Ln	Yes		0.34	15,000					0.34													
24	CUP No. 1145	In Process	600 North Place	No	017-301-139	1	12,585										0.0	28							
25	SP 26, Amendment No. 3	Approved	1500 Barton Rd	No		0.09	4,052																	0.09	
26	Redlands Christian School	Approved	125 & 141 Kansas St	Yes		1.91	83,000			1.91															
27	Commission Review & Approval No. 909	Approved	North side of W. Redlands Blvd, approximately 250 feet east of Nevada St	No		1.89	16,714																	1.89	
28	Marriott Springhill Suites	Approved	Lugonia Ave, between Nevada & Alabama St	No		1.67	55,465															88	1.67		
29	Retail Center	Approved	SW Corner of Orange St & Shoppers Lane	No		0.35	15,200																	0.35	
30	Jack In the Box	Approved/Plan Check	1248 N. Wabash Ave	No		0.07	3,000																	0.07	
31	Redlands Food Hall - Mutual Orange Distributors (MOD) Packinghouse	Approved/Plan Check	330 N. Third St	Yes		0.77	33,676																	0.77	
32	Third Street Retail Building	Approved/Plan Check	31 W. Stuart Ave	No		0.85	36,825																	0.85	
33	Downtown Parking Structure	Under Construction	South side of W. Stuart Ave at Third St	No		3.27	142,460																	3.27	
34	Self-Serve Carwash	Under Construction	SW Corner of Alabama St and Orange Tree Lane	No		1	7,967																	1.00	
35	Commission Review & Approval No. 908	Under Construction	North side of W. Colton Ave, 300 ft east of New York St	No		3.41	62,458																	3.41	
36	Hilton Home2 Suites	Under Construction	1342 Industrial Park Ave (adjacent to I10 off-ramp and west of Tennesee St)	No		1.67	44,540															77	1.67		
37	Packing House District, Phase 2	Under Construction	SW Corner of Stuart Ave & Eureka St	No		3.9	15,250																	3.90	
38	CUP No. 1130	Under Construction	349 N. Eureka St	Yes		0.11	4,730					0.11													
39	CUP No. 1132	Completed	440 Oriental Ave	Yes		0.20	8,520					0.20													
40	Lugonia Station Post Office	Completed	1615 W. Park Ave	Yes		0.55	24,000																	0.55	
41	CUP NO. 1129	Completed	SE Corner of Stuart Ave & Eureka St	No		0.06	2,400																	0.06	
42	Woodspring Suites Hotel	Completed	1700 Orange Tree Ln	No		2.7	48,224				123	2.7													
43	Commission Review & Approval No. 923	In Process	10756 Nevada St	No		1.96	85,430																		1.96
44	Parking Lot Expansion (CUP No. 158)	In Process	SW Corner of Terracina Blvd & Fern Ave	Yes	017-214-107, -108, -111, -115, -116, -119	2.78								-2.78	-1.00										
54	Planned Development No. 4	In Process	NE Corner of Mountain View Ave and I10	No		22	420,000																		22
45	Commission Review & Approval No. 912	In Process	10843 New Jersey St	No		9	179,400																		9
46	Phelps Office Building	City Council 12-15-2020	1702 W. Park Ave	Yes		0.17	7,198																		0.17
47	CUP No. 1136	In Process	NW Corner of E. Lugonia Ave & Dearborn St	No		19.5	161,804														19.5				
48	Commission Review & Approval No. 900	Under Construction	NW Corner of Park Ave & Alabama St	No	029-215-410, -417	3.54	154,000						3.54												
49	ESRI Office Building	Under Construction	South side of Park Ave, between New York St and Tennesee St, adjacent to the existing ESRI campus	No		8.8	110,479																	8.8	
50	Commision Review & Aprroval No. 891	Completed	614, 624, 634 Nevada St	No		1.3	18,296						1.3												
51	Commission Review & Approval No. 894	Completed	SE Corner Park Ave & Iowa St	No		3.54	154,000																		3.54
52	Preliminary Review No. 1421	Completed	404 New York St	Yes		2.41	105,000					2.41													
55	Transit Villages SP (NewYork/ESRI Station)			No		19.2											0.0	489						2.31	
	Transit Villages SP (Downtown Station)	Draft complete; EIR being prepared				30.3											0.0	916				90		2.4	
	Transit Villages SP (University Station)					26.1											0.0	595			1.29	129		5.69	

Appendix B

2021 SOP Plant Power Outage

CITY OF REDLANDS

PLANT POWER OUTAGE

STANDARD OPERATING PROCEDURE

Joseph Hamburger
Wastewater Plant Supervisor

June 2021

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3. Resource Requirements	4
4. Safe Practices and Procedures	4
5. Record Keeping	4
6. Procedure	5

Introduction

This Standard Operating Procedure (SOP) is to assist Operations and or Maintenance staff for a plant power outage. This is a guideline to help restore the wastewater plant back to normal operations and to minimize the possibility of a sewer overflow.

This Standard Operating Procedure (SOP) is designed to provide clear directive by identifying the following:

- Roles and Responsibilities
- Resource Requirements
- Safe Practices and Procedures
- Procedure, Maintain Plant

Roles and Responsibilities

The goal for defining the roles and responsibilities is to ensure that restoring the wastewater plant is conducted in a manner constant with plant safety and City policies and procedures. The major roles and responsibilities of staff can be best described as:

Wastewater Operations Superintendent

- Provide the leadership necessary to ensure the activities listed in the SOP are executed properly and safely.

Wastewater Operations Supervisor

- Assign, supervise, and review the activities listed in the SOP that are performed by Operations Staff.

Wastewater Operations Staff

- Come in to restart wastewater plant equipment.
- Maintain flow and process.
- Oversee safety practices and assist maintenance staff.
- Assist contractors as need, if needed.

Maintenance Supervisor

- Assign, supervise, and review the activities listed in the SOP performed by Maintenance Staff.
- Have maintenance staff restore any equipment failures
- Maintain standby generator.

Maintenance Staff

- Maintain standby generator and supply fuel when needed.
- Restore all failed equipment.

Collection Supervisor

- Assign collection staff to assist with Vactor truck, sewer overflows if needed.

Collection Staff

- Stop and clean-up all sewer overflows.

Contractor, TESCO, SUEZ, & Southern California Edison (SCE) Power Plant

- Restore all failed equipment that city staff could not put online.
- Restore SCADA issues.
- Restore MBR.
- Abide by City safety policies.
- Operations will notify SCE Power Plant at 800-655-4555

Resource Requirements

Personnel

- Wastewater Operations Superintendent
- Wastewater Operations Supervisor
- Wastewater Operations Staff
- Maintenance Supervisor or Foreman
- Collections Supervisor
- Maintenance Staff
- Collections Staff

Equipment Requirement

- Fuel for Generator

Personal Safety Equipment Requirements

- Safety glasses
- Gloves rubber or Latex
- Safety shoes

Safe Practices and Procedures

It is the responsibility of every employee to ensure that all applicable safety rules and regulations are adhered to during the performance of their duties. Specific safety policies and guidelines are located in the City of Redlands Injury and Illness Protection Policy.

Staff shall use appropriate Personal Protective Equipment (PPE) to protect themselves from hazards that may be encountered. If at any time a hazard is identified requiring additional PPE staff is to notify their supervisor prior to performing the task. Additionally the supervisors are to perform periodic inspections to ensure that activities are being performed in a safe manner, consistent with the applicable policies and regulations.

The minimum items of personal protective equipment are:

- Gloves rubber or Latex
- Safety shoes
- Safety glasses

Contractor will follow city's and company safety procedures.

Record Keeping

In order to document the activities performed in the SOP, it is essential that accurate records be maintained. It is imperative that the Daily logbook of actives is complete and entered correctly. All required records must be completed in a timely manner.

Power Outage Procedure

1. In the event of loss of power at the wastewater treatment plant, the Kohler emergency generator is electronically configured to automatically start and supply standby power to the plant whenever the MPAC 1500 Controller senses a loss of power exceeding 30 seconds. After this delay the Kohler standby generator is sent a run signal and starts automatically to supply emergency power to the wastewater treatment plant. Plant equipment is able to be operated once the standby power is available, however, an operator must physically reset and start plant equipment. The operator is notified of the loss of power by the plant's auto dialer.

2. The Supervisory Controlled Data Acquisition (SCADA) system initiates a call from the plant's auto dialer to the "on call" wastewater treatment plant operator. The "on call" operator acknowledges the alarm by pressing the number 9 on the "on call" cell phone. In the event that the operator should fail to acknowledge the alarm after two repeated calls, the auto dialer will call the operations supervisor one time and there after call the "on call" operator again twice.

3. The operator is to immediately respond to the call out, which should not exceed 30 minutes, and take the following steps:

   a. The "on call" operator will notify a second operator to come in and assist with restoring plant equipment as soon as they get the call from the auto dialer that it is a loss of power alarm.
   b. The operator will remotely log in and observe the alarms displayed on SCADA and take the appropriate steps to reset plant equipment. The critical equipment will be the Raw Sewage Pumps, Peak Storage Pond Pumps, Conventional Effluent Pumps, Aeration Blowers, Zenon Air Compressors, Zenon Recirculation Pumps, and Zenon Membrane Trains.
   c. The following equipment can be reset via laptop: Raw Sewage Pumps, Peak Storage Pond Pumps, Conventional Effluent Pumps, and Aeration Blowers. The Zenon equipment will re-start on its own so long as there is sufficient air psi to operate the cyclic valves and aeration blower valves.

   d. The operator will call Southern California Edison to get an estimated time of when the power will be restored at 800-655-4555.The operator should go thru the prompts until given the option to speak to a live operator. Once the 24hrs/ day available operator picks up the phone, the operator must identify themselves as a City of Redlands employee and request priority for power restoration due to being a wastewater treatment facility. Plant address is 1950 North Nevada Street and (Note: Operator should call every 2-3 hours to get updates of time of restoration)

   e. Upon arrival at the wastewater treatment plant, the operator will put his safety approved ear protection on and open the generator door using the key that is hanging on the operations key board. The operator will start the plant's assessment with the standby generator to ensure that it is performing well and observe the various parameters on the generator's HMI such as: oil psi, generator coolant temp, amps being drawn by equipment.

   f. By pressing the menu button and selecting the #1 on the standby generator main panel, the operator can view the kW amp draw, volts, and kvar by scrolling down using the arrow down button. The operator can also check the engine's performance by pressing the menu button and scrolling down using the arrow down button.
   g. Normal oil psi: 168 psi. Low oil psi warning; 57. Low oil psi shut down; 43.

h. Normal coolant temp. 150 to 185 degrees Celsius. High coolant temp warning: 198 degrees Celsius. High coolant temp shut down: 208 degrees Celsius. Engine warmed up: 100 degrees Celsius. Engine cooled down 150 degrees Celsius.
i. The standby generator consumes 7.9 gal/hour per 100 kw. The standby generator can run up to 16-18 hours on 1000 gallons of diesel fuel.

j. The operator will perform a general plant site assessment and restart the drives on the secondary clarifiers and dissolved air flotation thickeners.

k. The main concern that the operator should focus on is compliance with the limits established by the State of California Regional Water Quality Control Board for the City of Redlands.

Note: If there is a problem with the generator not starting up a due to a blown fuse or other reason, maintenance personnel must be notified immediately. If the power outage occurs after hours directly call the on call maintenance worker. The on call maintenance worker can be reached by calling (909) 557-3376.

The following equipment needs to be reset via SCADA in order to go online after a power outage:

The following equipment requires resetting after a power outage. This applies to when the standby generator comes on due to loss of utility power and when it shuts off and transfers to utility power.

1) Zenon Membrane Trains all default to start delay and need to be re-started at SCADA.

   (a) Re-start the membrane trains gradually to prevent a surge at the chlorine contact basin and to prevent a surge in amperage draw from the standby generator.

   (b) Aeration Blowers will need to be re-started at SCADA and must be started gradually with only one blower to operate the plant while the generator is running, if there is a need for more aeration, this can be performed after all of the plant equipment has been reset and started for at least 25 minutes.

2) Reset Peak Pond Pumps and put back to Auto on SCADA. Verify that the flow set point to the Zenon and aeration basins is set to desired flow.

3) Headworks: multiple equipment failures will need to be reset on SCADA. It is critical to ensure that the influent pumps are running and the wet well level is within the operating range. The Headworks raw sewage pumps will need to be monitored to ensure that there are no glitches in the plc preventing these from running and the UPS battery will need to be checked to ensure it is not preventing the PLC from working. The online automatic bar screen will need to be reset along with the rag compactor and grit screw.

The following equipment needs to be physically checked and verified that it is operating in the automatic run mode at each station and reset:

1) Chlorine Contact Station: check and prime the influent and effluent sample pumps for the chlorine and turbidity analyzers, reset the GFI on sample pumps; check the PLC and UPS battery at the PLC panel for normal operation, check the dog house analyzers, check the water quality to ensure that the reclaimed water

is meeting specification to send out. If there are any issues with water quality it is best to manually close the reclaimed water valve and leave closed until any issues that develop have passed through. It will be necessary to monitor the water quality continuously in order to determine when to put the reclaimed water valve back to the normal-auto position, it is recommended that at least a half hour has passed after water quality improves to specification limits. It will be necessary to contact Mountain View Power to notify them that we will be closing our valve as a result of a power outage. They can be reached at 909-478-1738

2) Headworks: grit screw needs to be reset at the VFD panel; check and reset PLC, UPS battery, and VFD's as necessary. The UPS may need to be put to bypass and left in bypass until repairs can be made if the UPS battery fails.

   Rag screw conveyor needs to be checked and verified that it is running and reset if necessary.

   Primary clarifier flights need to be checked for proper operation and reset as needed.

   Ferric chloride pump needs to be reset and re-started at the panel inside the chemical storage area.

3) Peak Pond Pump Station: check pumps to verify that these are running, check the dog house for normal operation of the pump VFD's. Check the UPS battery and PLC for normal operation.

4) Aeration Basins: check and reset the mixers as needed.

   Verify that the ferric feed line is dripping at the Zenon mixed liquor distribution box.

   Observe air distribution system on the aeration basin to confirm normal operation.

   Check the PLC for the Zenon membrane trains and verify that it is operating normally.

   Verify that the UPS battery is not displaying a red light and reset as needed by putting to bypass.

5) Secondary Clarifier: Restart skimming arm.

   Conventional Effluent Pump station may need to be physically reset.

6) WAS and Primary DAFs: Restart skimming arms and recirculation pumps at both DAFs. Make sure there is an established air pad. Check digester indicator to make sure it is functioning.

7) Digester 1 & 2 Room: Make sure recirculation pump is running.

8) Digester 3: Reset recirculation pump.

9) Centrifuge: Load setting needs to be reset from default settings.

10) Flare: Start air compressor before firing up flare. Start computer.

The operator should monitor the operation of the generator throughout its operation and arrange for refueling when the fuel tank reaches 50 percent on the fuel gauge. Aaron Jenkins, Fleet Services Coordinator, can be reached during the day at extension 7568, and after normal work hours by means of an email ajenkins@cityofredlands.org.

In the event that Aaron is not available and it is an emergency
Merit Oil can be contacted at the following numbers:
Perry 909-877-4126
Office 909-877-2651
A request for 500 gallons of diesel fuel for the standby generator will be made.

The follow is a list of City of Redlands staff that must be contacted in the event of a power outage in order of priority:

Wastewater Operations Supervisor, Joseph Hamburger, work cell (909) 353-9049.

Operations:

Operations Standby Phone, cell: (909) 841-3505
Jeff Belanger, Wastewater Operator III, cell: (909) 362-3055
John Serrano, Wastewater Operator III, cell: (909) 831-4075
Blake Dorsey, Wastewater Operator III, cell: (951)-440-8221
Edgar Reyes, Wastewater Operator III, cell (424)-240-6057
Daniel Hernandez, Wastewater Operator III, cell (909)-801-4496

Maintenance:

Maintenance Standby Phone, cell: (909) 557-3376
Sean Kilday, Utilities Maintenance Foreperson, work cell (909) 557-6653
Ruben Gallardo, Plant Mechanic, cell: (909) 747-4047
David Giannini, Plant Mechanic, cell: (951) 505-8467
Alek Kunf, Plant Mechanic, cell: (909) 477-9468
Hanna Shields, Maintenance Worker, cell: (951) 265-1193
Chris Thornburg: (909) 856-4936

In the event that the Wastewater Operations Supervisor cannot be reached, contact Fernando Mata, Wastewater Operations Superintendent, work cell (909) 841-3142.

In the event the Wastewater Operations Superintendent cannot be contacted notify Utilities Operations Manager Kevin Watson, work cell (909) 725-7979.

Once the plant operator has reset the plant equipment and the utility power has been restored, the operator will have to go back out into every section of the plant and physically reset all affected equipment again.

Operations and Maintenance staff will be onsite 24 hours a day and will continue to follow this SOP until the plant has been place on permanent utility power.

Appendix C

Cogeneration Pre-Cleaning Technologies

Various Gas Cleaning Methods

Methods	Description
Iron Sponge	• Wood chips impregnated with iron oxide • Simple and in use for almost 150 years • Can be regenerated to some extent with oxygen • Regeneration reaction is exothermic • Requires changeout of media and landfill disposal • May require maintenance of pH, moisture, and temperature
Iron Oxide Pellets	• Iron Oxide coated beads or pellets • Simple system • More uniform media size and shape for more equal gas distribution • Media must be replaced and hauled for disposal • Media has potential to bind requiring use of water for removal
Biotrickling Filter	• Microorganisms grown within media • Water fed top to bottom and drained out • Ability to remove H2S, NH3, volatile fatty acids, organic odors, and select VOCs • Less expensive than most options • Media requires changeout approximately every 10 years
Scrubbing	• Ability to neutralize corrosive gasses using sodium hydroxide scrubbing solution • Well established technology • High removal efficiency compared with other technologies • High cost of chemicals and electricity • May require maintenance of caustic replacement • Recirculates water
Activated Carbon	• Granular activated carbon comes in a variety of forms to fit various applications • High amount of adsorption area per pound of media • Not selective to H2S and may also readily remove other compounds such as volatile organics, reducing usable life of the bed • Some forms of carbon are not as effective as others in removing hydrogen sulfide • Requires replacement and disposal of spent media

Appendix D

Cogeneration Unit Cut Sheet

JENBACHER

Technical Description

Cogeneration Unit-Container

JMC 320 GS-B.L

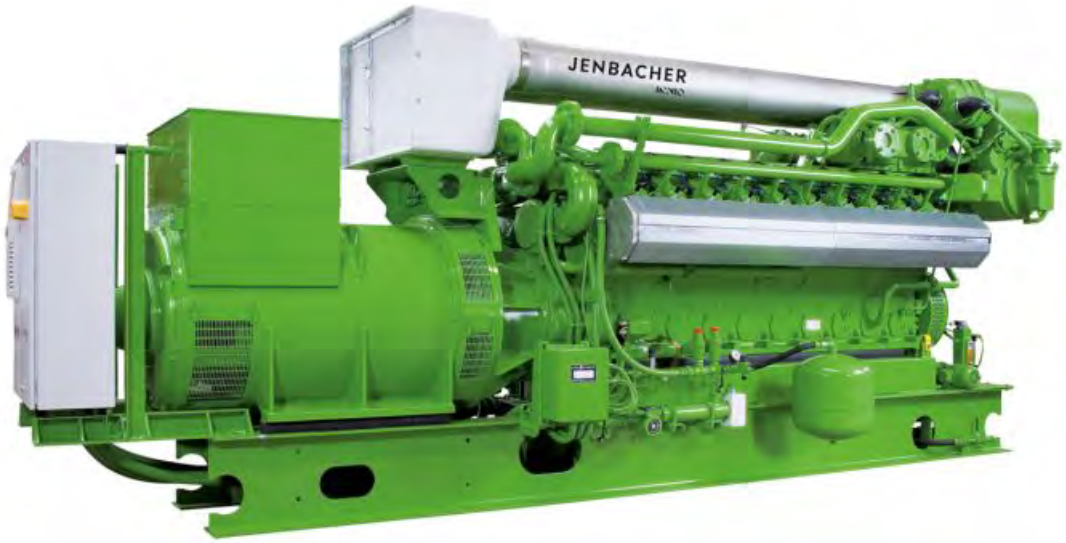
Mains Parallel with Island Operations & Blackstart

City of Redlands WWTP

JMC320 D825 480v

Northeast-Western Energy Systems

Full rating of the engine is for an installation at an altitude ≤ 1189ft and combustion air temperature ≤ 88.7°F. At air temperature 88.7°F < T < 104°F a de-rate of 0.83%/°F will apply. At T > 104°F a derate of 1.1%/°F will apply. Specific derate information may change upon factory order submission.



Electrical output	1062	kW el.
Thermal output	4398	MBTU/hr

Emission values

NOx < 1.1 g/bhp.hr (NO2)

0.01 Technical Data (on container) 4
Main dimensions and weights (on container) 5
Connections 5
Output / fuel consumption 5
0.02 Technical data of engine 6
Thermal energy balance 6
Exhaust gas data 6
Combustion air data 6
Sound pressure level 7
Sound power level 7
0.03 Technical data of generator 8
Reactance and time constants (saturated) at rated output 8
0.04 Technical data of heat recovery 9
General data - Hot water circuit 9
General data - Cooling water circuit 9
Exhaust gas heat exchanger 9
connection variant C 10
0.10 Technical parameters 11
1.00 Scope of supply - Module 13
1.01 Spark ignited gas engine 13
1.01.01 Engine design 13
1.01.03 Engine accessories 15
1.01.04 Standard tools (per installation) 15
1.02 Generator-low voltage 16
1.03 Module Accessories 18
1.03.01 Engine jacket water system 19
1.03.02 Automatic lube oil replenishing system incl. extension tank 20
1.05.01 Gas train <500mbar (7.3 psi) 20
1.07 Painting 21
1.11 Engine generator control panel per module- DIA.NE XT4 incl. Single synchronization of the generator breaker 21
Touch Display Screen: 22
Central engine and module control: 26
Malfunction Notice list: 27
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0.01 Technical Data (on container)

			100%	75%	50%
Power input	[2]	MBTU/hr	9,387	7,292	5,204
Gas volume	*)	scfhr	21,629	16,801	11,990
Mechanical output	[1]	bhp	1,468	1,101	735
Electrical output	[4]	kW el.	1,062	795	527
Recoverable thermal output (calculated with Glykol 37%)					
~ Intercooler 1st stage	[9]	MBTU/hr	593	229	66
~ Lube oil		MBTU/hr	611	536	464
~ Jacket water		MBTU/hr	1,133	942	778
~ Exhaust gas cooled to 356 °F		MBTU/hr	2,061	1,785	1,300
Total recoverable thermal output	[5]	MBTU/hr	4,398	3,491	2,608
Heat to be dissipated (calculated with Glykol 37%)					
~ Intercooler 2nd stage		MBTU/hr	178	98	45
~ Lube oil		MBTU/hr	---	---	---
~ Surface heat	ca. [7]	MBTU/hr	336	~	~
Spec. fuel consumption of engine electric	[2]	BTU/kWel.hr	8,838	9,175	9,881
Spec. fuel consumption of engine	[2]	BTU/bhp.hr	6,392	6,623	7,081
Lube oil consumption	ca. [3]	gal/hr	0.10	~	~
Electrical efficiency			38.6%	37.2%	34.5%
Thermal efficiency			46.8%	47.9%	50.1%
Total efficiency	[6]		85.5%	85.1%	84.7%
Hot water circuit:					
Forward temperature		°F	194.0	182.9	172.0
Return temperature		°F	140.0	140.0	140.0
Hot water flow rate		GPM	182.6	182.6	182.6
Fuel gas LHV		BTU/scft	434		

*) approximate value for pipework dimensioning
[_] Explanations: see 0.10 - Technical parameters

All heat data is based on standard conditions according to attachment 0.10. Deviations from the standard conditions can result in a change of values within the heat balance and must be taken into consideration in the layout of the cooling circuit/equipment (intercooler; emergency cooling; ...). In the specifications in addition to the general tolerance of ±8 % on the thermal output a further reserve of +5 % is recommended for the dimensioning of the cooling requirements.

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Main dimensions and weights (on container)

Length	in	~ 490
Width	in	99-118
Height	in	~ 110
Weight empty	lbs	~ 64,540
Weight filled	lbs	~ 67,840

Connections

Hot water inlet and outlet [A/B]	in/lbs	3"/145
Exhaust gas outlet [C]	in/lbs	10"/145
Fuel gas connection (on container) [D]	in	6"/232
Fresh oil connection	G	28x2"
Waste oil connection	G	28x2"
Cable outlet	in	31.5x15.7
Condensate drain	in	0.7

Output / fuel consumption

ISO standard fuel stop power ICFN	bhp	1,468
Mean effe. press. at stand. power and nom. speed	psi	218
Fuel gas type		Biogas
Based on methane number | Min. methane number	MN	135 | 117 d)
Compression ratio	Epsilon	12.5
Min./Max. fuel gas pressure at inlet to gas train	psi	1.16 - 2.9 c)
Max. rate of gas pressure fluctuation	psi/sec	0.145
Maximum Intercooler 2nd stage inlet water temperature	°F	140
Spec. fuel consumption of engine	BTU/bhp.hr	6,392
Specific lube oil consumption	g/bhp.hr	0.22
Max. Oil temperature	°F	~ 189
Jacket-water temperature max.	°F	~ 203
Filling capacity lube oil (refill)	gal	~ 90

c) Lower gas pressures upon inquiry
d) based on methane number calculation software AVL 3.2

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0.02 Technical data of engine

Manufacturer		JENBACHER
Engine type		J 320 GS-D825
Working principle		4-Stroke
Configuration		V 70°
No. of cylinders		20
Bore	in	5.31
Stroke	in	6.69
Piston displacement	cu.in	2,970
Nominal speed	rpm	1,800
Mean piston speed	in/s	402
Length	in	131
Width	in	53
Height	in	81
Weight dry	lbs	11,464
Weight filled	lbs	12,566
Moment of inertia	lbs-ft²	204.35
Direction of rotation (from flywheel view)		left
Radio interference level to VDE 0875		N
Starter motor output	kW	7
Starter motor voltage	V	24

Thermal energy balance

Power input	MBTU/hr	9,387
Intercooler	MBTU/hr	771
Lube oil	MBTU/hr	611
Jacket water	MBTU/hr	1,133
Exhaust gas cooled to 356 °F	MBTU/hr	2,061
Exhaust gas cooled to 212 °F	MBTU/hr	2,549
Surface heat	MBTU/hr	191

Exhaust gas data

Exhaust gas temperature at full load	[8]	°F	936
Exhaust gas temperature at bmep= 163.2 [psi]		°F	~ 1011
Exhaust gas temperature at bmep= 108.8 [psi]		°F	~ 1042
Exhaust gas mass flow rate, wet		lbs/hr	13,091
Exhaust gas mass flow rate, dry		lbs/hr	12,143
Exhaust gas volume, wet		scfhr	163,819
Exhaust gas volume, dry		scfhr	144,962
Max.admissible exhaust back pressure after engine		psi	0.870

Combustion air data

Combustion air mass flow rate	lbs/hr	12,046
Combustion air volume	SCFM	2,488
Max. admissible pressure drop at air-intake filter	psi	0.145

base for exhaust gas data: natural gas: 100% CH4; biogas 65% CH4, 35% CO2

Sound pressure level

Aggregate a)			dB(A) re 20µPa		99	
31,5	Hz		dB		81	
63	Hz		dB		93	
125	Hz		dB		95	
250	Hz		dB		92	
500	Hz		dB		95	
1000	Hz		dB		93	
2000	Hz		dB		92	
4000	Hz		dB		90	
8000	Hz		dB		93	
Exhaust gas b)			dB(A) re 20µPa		122	
31,5	Hz		dB		97	
63	Hz		dB		108	
125	Hz		dB		118	
250	Hz		dB		110	
500	Hz		dB		113	
1000	Hz		dB		114	
2000	Hz		dB		117	
4000	Hz		dB		115	
8000	Hz		dB		114	

Sound power level

Aggregate	dB(A) re 1pW	120
Measurement surface	ft²	1,292
Exhaust gas	dB(A) re 1pW	130
Measurement surface	ft²	67.60

a) average sound pressure level on measurement surface in a distance of 3.28ft (converted to free field) according to DIN 45635, precision class 3.
b) average sound pressure level on measurement surface in a distance of 3.28ft according to DIN 45635, precision class 2.
The spectra are valid for aggregates up to bmep=217.55661 psi. (for higher bmep add safety margin of 1dB to all values per increase of 15 PSI pressure).
Engine tolerance ± 3 dB

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0.03 Technical data of generator

Manufacturer		STAMFORD e)
Type		PE 734 C e)
Type rating	kVA	1,536
Driving power	bhp	1,468
Ratings at p.f.= 1.0	kW	1,062
Ratings at p.f. = 0.8	kW	1,053
Rated output at p.f. = 0.8	kVA	1,316
Rated reactive power at p.f. = 0.8	kVAr	789
Rated current at p.f. = 0.8	A	1,583
Frequency	Hz	60
Voltage	V	480
Speed	rpm	1,800
Permissible overspeed	rpm	2,250
Power factor (lagging - leading) (UN)		0,8 - 1,0
Efficiency at p.f.= 1.0		97.0%
Efficiency at p.f. = 0.8		96.1%
Moment of inertia	lbs-ft²	861.54
Mass	lbs	6,541
Radio interference level to EN 55011 Class A (EN 61000-6-4)		N
Cable outlet		~
Ik'' Initial symmetrical short-circuit current	kA	16.14
Is Peak current	kA	41.07
Insulation class		H
Temperature rise (at driving power)		F
Maximum ambient temperature	°F	104

Reactance and time constants (saturated) at rated output

xd direct axis synchronous reactance	p.u.	2.235
xd' direct axis transient reactance	p.u.	0.139
xd'' direct axis sub transient reactance	p.u.	0.097
x2 negative sequence reactance	p.u.	0.146
Td'' sub transient reactance time constant	ms	10
Ta Time constant direct-current	ms	20
Tdo' open circuit field time constant	s	2.20

e) JENBACHER reserves the right to change the generator supplier and the generator type. The contractual data of the generator may thereby change slightly. The contractual produced electrical power will not change.

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0.04 Technical data of heat recovery

General data - Hot water circuit

Total recoverable thermal output	MBTU/hr	4,398
Return temperature	°F	140.0
Forward temperature	°F	194.0
Hot water flow rate	GPM	182.6
Design pressure of hot water	lbs	145
min. operating pressure	psi	51.0
max. operating pressure	psi	131.0
Pressure drop hot water circuit	psi	14.50
Maximum Variation in return temperature	°F	+0/-21
Max. rate of return temperature fluctuation	°F/min	18

General data - Cooling water circuit

Heat to be dissipated (calculated with Glykol 37%)	MBTU/hr	178
Return temperature	°F	140
Cooling water flow rate	GPM	110
Design pressure of cooling water	lbs	145
min. operating pressure	psi	7.0
max. operating pressure	psi	73.0
Loss of nominal pressure of cooling water	psi	~
Maximum Variation in return temperature	°F	+0/-21
Max. rate of return temperature fluctuation	°F/min	18

Exhaust gas heat exchanger

Type	shell-and-tube

PRIMARY:

Exhaust gas pressure drop approx	psi	0.22
Exhaust gas connection	in/lbs	10"/145

SECONDARY:

Pressure drop hot water circuit	psi	2.90
Hot water connection	in/lbs	4"/145

The final pressure drop will be given after final order clarification and must be taken from the P&ID order documentation.

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connection variant C

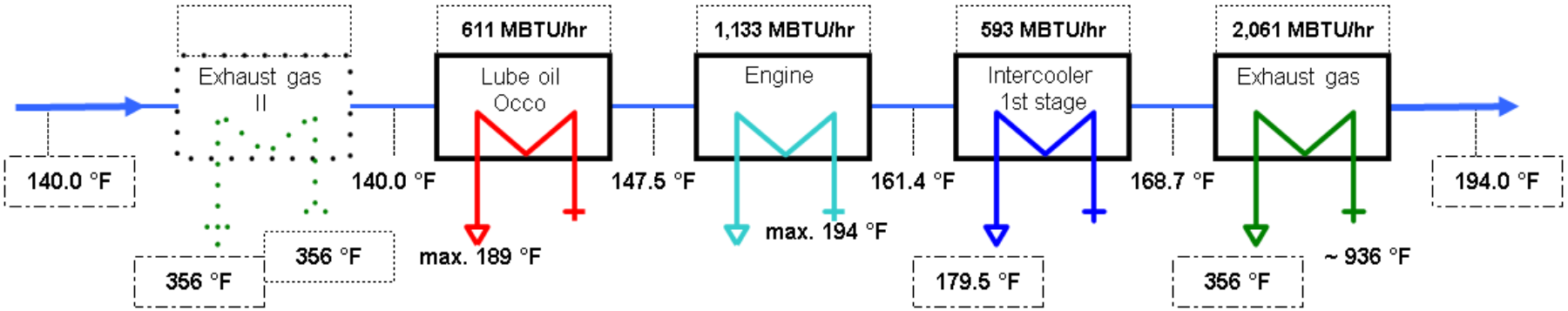
J 320 GS-D825

Hot water circuit (calculated with Glykol 37%)

Recoverable thermal output = 4,398 MBTU/hr

(±8 % tolerance +5 % reserve for cooling requirements)

Hot water flow rate = 182.6 GPM

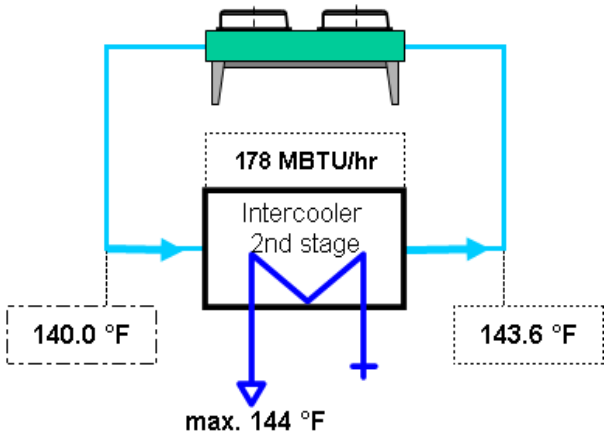


Low Temperature circuit (calculated with Glykol 37%)

Heat to be dissipated = 178 MBTU/hr

(±8 % tolerance +5 % reserve for cooling requirements)

Cooling water flow rate = 110.1 GPM



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0.10 Technical parameters

All data in the technical specification are based on engine full load (unless stated otherwise) at specified temperatures as well as the methane number and subject to technical development and modifications. For isolated operation an output reduction may apply according to the block load diagram. Before being able to provide exact output numbers, a detailed site load profile needs to be provided (motor starting curves, etc.).

All pressure indications are to be measured and read with pressure gauges (psi.g.).

[1] At nominal speed and standard reference conditions ICFN according to ISO 3046-1, respectively.
[2] According to ISO 3046-1, respectively, with a tolerance of +**5** %.
Efficiency performance is based on a new unit (immediately upon commissioning).Effects of degradation during normal operation can be mitigated through regular service and maintenance work.
reference value --> 65%CH4 / 35%CO2
[3] Average value between oil change intervals according to maintenance schedule, without oil change amount
[4] At p. f. = 1.0 according to VDE 0530 REM / IEC 34.1 with relative tolerances, all direct driven pumps are included
[5] Total output with a tolerance of ±8 %
[6] According to above parameters [1] through [5]
[7] As a guiding value at p.f. 0.8 and only valid for (engine, generator, TCM). Other peripheral equipment is not considered.
[8] Exhaust temperature with a tolerance of ±8 %
Note: an optimized operating mode to minimize methane slip can result in changed exhaust gas data (exhaust gas temperature, NOx emissions, etc.) and must be taken into account in the design of the exhaust gas aftertreatment
[9] Intercooler heat on:
*** standard conditions** - If the turbocharger design is done for air intake temperature > 86°F w/o de-rating, the intercooler heat of the 1st stage need to be increased by 2%/K starting from 77°F. Deviations between 77 – 86°F will be covered with the standard tolerance.
*** Hot Country application (V1xx)** - If the turbocharger design is done for air intake temperature > 104°F w/o de-rating, the intercooler heat of the 1st stage need to be increased by 2%/K starting from 95°F. Deviations between 95 – 104°F will be covered with the standard tolerance.

Radio interference level
The ignition system of the gas engines complies the radio interference levels of CISPR 12 and EN 55011 class B, (30-75 MHz, 75-400 MHz, 400-1000 MHz) and (30-230 MHz, 230-1000 MHz), respectively.

Definition of output
- ISO-ICFN continuous rated power:
  Net break power that the engine manufacturer declares an engine is capable of delivering continuously, at stated speed, between the normal maintenance intervals and overhauls as required by the manufacturer. Power determined under the operating conditions of the manufacturer's test bench and adjusted to the standard reference conditions.
- Standard reference conditions:
  Barometric pressure: 14.5 psi (1000 mbar) or 328 ft (100 m) above sea level

Air temperature: 77°F (25°C) or 298 K
Relative humidity: 30 %

- Volume values at standard conditions (fuel gas, combustion air, exhaust gas)
  Pressure: 1 atmosphere (1013.25 mbar)
  Temperature: 32°F (0°C)

Loss of engine performance

a) Performance reduction due to gas quality

If the reference methane number is not reached and the knock control responds, the ignition timing at full performance is adjusted in conjunction with the engine management system; only then is performance reduced.

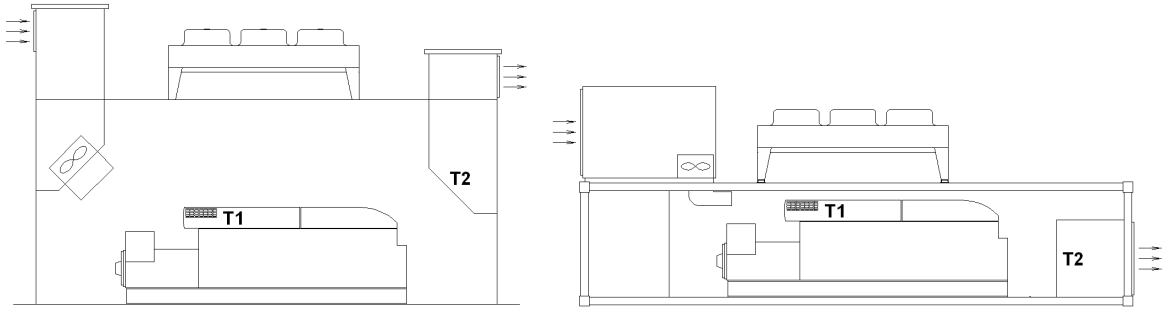
H2 admixtures in the range of 3–5 Vol% into the natural gas network are generally regarded as non-critical. Prerequisites for this are rates of change according to TA 1000-0300, as well as the knock resistance (minimum methane number) of the natural gas-H2 mixture according to the specification. For reliable compliance with required NOx emissions, the JENBACHER LEANOX^{plus} control is recommended (measurement of NOx emissions and correction of the LEANOX controller). Higher H2 addition rates into the natural gas network must be assessed on a project-specific basis.

b) Performance reduction due to voltage and frequency limits

If the voltage and frequency limits for generators specified in IEC 60034-1 Zone A are exceeded, performance is reduced.

c) Performance reduction due to environmental conditions

Standard rating of the engines is for an installation at an altitude ≤ **1189 ft** and combustion air temperature ≤ **88 °F** (T1)
Engine room outlet temperature: **122°F** (T2) -> engine stop



The minimum recommended air change ratio (C) must be observed to maintain the required air quality and prevent unwanted gas accumulations (refer to Section ⇨ Potentially explosive Atmospheres as per TA1100-0110). The calculation is based on TA 1100-0110 and is C_{min}= 50h^{-1} for JENBACHER modules.

Parameters for the operation of JENBACHER gas engines

The genset fulfills the limits for mechanical vibrations according to ISO 8528-9.
The following "Technical Instruction of JENBACHER" forms an integral part of a contract and must be strictly observed: **TA 1000-0004, TA 1100 0110, TA 1100-0111**, and **TA 1100-0112.**
Transport by rail should be avoided. See **TA 1000-0046** for further details

Failure to adhere to the requirements of the above-mentioned TA documents can lead to engine damage and may result in loss of warranty coverage.

Parameters for the operation of control unit and the electrical equipment
Relative humidity 50% by maximum temperature of 104°F.
Altitude up to 2000m above the sea level.

Parameters for using a gas compressor
The gas quantity indicated under the technical data refers to standard conditions with the given calorific value. The actual volume flow (under operating conditions) has to be considered for dimensioning the gas compressor and each gas feeding component – it will be affected by:

- Actual gas temperature (limiting temperature according to TA 1000-0300)
- Gas humidity (limiting value according to TA 1000-0300)
- Gas Pressure
- Calorific value variations (can be equated with methane (CH4) variations in the case of biogas)
- The gas compressor is designed for a max. relative under pressure of 15 mbar(g) (0.22 psi) and a inlet temperature of 40°C (104°F) , if within scope of supply JENBACHER.

1.00 Scope of supply - Module

Design:
The module is built as a compact package. The engine and generator are mounted on a common base when a low voltage generator is specified (<1000 V). In case of a medium voltage generator the engine base is bolted to the generator base.
The Engine output shafting is connected through a coupling to the generator. To provide the best possible isolation from the transmission of vibrations, the engine rests on the engine base-frame by means of anti-vibration mounts. The remaining vibrations are eliminated by mounting the complete module on isolating pads (e.g. Sylomer). This, in principle, allows for placing of the module to be directly on any floor capable of carrying the static load.

1.01 Spark ignited gas engine

Four-stroke, air/gas mixture turbocharged, aftercooled, with high performance ignition system and electronically controlled air/gas mixture system.
The engine is equipped with the most advanced

LEANOX® LEAN-BURN COMBUSTION SYSTEM

developed by JENBACHER.

1.01.01 Engine design

Engine block
Single-piece crankcase and cylinder block made of special casting, crank case covers for engine inspection, welded steel oil pan.

Crankshaft and main bearings
Drop-forged, precision ground, surface hardened, statically and dynamically balanced; main bearings (upper bearing shell: 3-material bearing / lower bearing shell: sputter bearing) arranged between crank pins, drilled oil passages for forced-feed lubrication of connecting rods.

Vibration damper
Maintenance free viscous damper

Flywheel
With ring gear for starter motor

Pistons
Single piece, made of light metal alloy, with piston ring carrier and oil passages for cooling; piston rings made of high-quality material, main combustion chamber specially designed for lean burn operation.

Connecting rods
Drop-forged, heat-treated, big end diagonally split and toothed. Big end bearings (upper bearing shell: sputter bearing / lower bearing shell: grooved bearing) and connecting rod bushing for piston pin.

Cylinder liner
Chromium alloy gray cast iron, wet, individually replaceable.

Cylinder head
Specially designed and developed for JENBACHER-lean burn engines with optimized fuel consumption and emissions; water cooled, made of special casting, individually replaceable; Valve seats and valve guides and spark plug sleeves individually replaceable; exhaust and inlet valve made of high-quality material.

Crankcase breather
Connected to combustion air intake system

Valve train
Camshaft, with replaceable bushings, driven by crankshaft through intermediate gears, valve lubrication by splash oil through rocker arms.

Combustion air/fuel gas system
Motorized carburetor for automatic adjustment according fuel gas characteristic. Exhaust driven turbocharger, mixture manifold with bellows, water-cooled intercooler, throttle valve and distribution manifolds to cylinders.

Ignition system
Most advanced, fully electronic high-performance ignition system, external ignition control.

Lubricating system
Gear-type lube oil pump to supply all moving parts with filtered lube oil, pressure control valve, pressure relief valve and full-flow filter cartridges. Cooling of the lube oil is arranged by a heat exchanger.

Engine cooling system
Jacket water pump complete with distribution pipework and manifolds.

Exhaust system
Turbocharger and exhaust manifold

Exhaust gas temperature measuring
Thermocouple for each cylinder

Electric actuator
For electronic speed and output control

Electronic speed monitoring for speed and output control
By magnetic inductive pick up over ring gear on flywheel

Starter motor
Engine mounted electric starter motor

1.01.03 Engine accessories

Insulation of exhaust manifold:
Insulation of exhaust manifold is easily installed and removed

Sensors at the engine:
- Jacket water temperature sensor
- Jacket water pressure sensor
- Lube oil temperature sensor
- Lube oil pressure sensor
- Mixture temperature sensor
- Charge pressure sensor
- Minimum and maximum lube oil level switch
- Exhaust gas thermocouple for each cylinder
- Knock sensors
- Gas mixer / gas dosing valve position reporting.

Actuator at the engine:
- Actuator - throttle valve
- Bypass-valve for turbocharger
- Control of the gas mixer / gas dosing valve

1.01.04 Standard tools (per installation)

The tools required for carrying out the most important maintenance work are included in the scope of supply and delivered in a toolbox.

1.02 Generator-low voltage

The 2-bearing generator consists of the main generator (built as rotating field machine), the exciter machine (built as rotating armature machine) and the digital excitation system.
The digital regulator is powered by an auxiliary winding at the main stator or a PMG system

Main components

- Enclosure of welded steel construction
- Stator core consist of thin insulated electrical sheet metal with integrated cooling channels.
- Stator winding with 2/3 Pitch
- Rotor consists of shaft with shrunken laminated poles, Exciter rotor, PMG (depending on Type) and fan.
- Damper cage
- Excitation unit with rotating rectifier diodes and overvoltage protection
- Dynamically balanced as per ISO 1940, Balance quality G2,5
- Drive end bracket with re greaseable antifriction bearing
- Non-drive end bracket with re grease antifriction bearing
- Cooling IC01 - open ventilated, air entry at non-drive end , air outlet at the drive end side
- Main terminal box includes main terminals for power cables
- Regulator terminal box with auxiliary terminals for thermistor connection and regulator.
- Anti-condensation heater
- 3 PT100 for winding temperature monitoring+3 PT100 Spare
- 2 PT100 for bearing temperature monitoring

Option:
Current transformer for protection and measuring in the star point
xx/1A, 10P10 15VA , xx/1A, 1FS5, 15VA

Electrical data and features

- Standards: IEC 60034, EN 60034, VDE 0530, ISO 8528-3, ISO 8528-9
- Voltage adjustment range: +/- 10 % of rated voltage (continuous)
- Frequency: -6/+4% of rated frequency
- Overload capacity: 10% for one hour within 6 hours, 50% for 30 seconds
- Asymmetric load : max. 8% I2 continuous, in case of fault I2 x t=20
- Altitude: < 1000m
- Max permitted generator intake air temperature: 5°C - 40°C
- Max. relative air humidity: 90%
- Voltage curve THD Ph-Ph: <3,5% at idle operation and <5% at full load operation with linear symmetrical load
- Generator suitable for parallel operating with the grid and other generators
- Sustained short circuit current at 3-pole terminal short circuit: minimum 3 times rated current for 5 seconds.
- Over speed test with 1.2 times of rated speed for 2 minutes according to IEC 60034

Digital Excitation system ABB Unitrol 1010 mounted within the AVR Terminal box with following features:

- Compact and robust Digital Excitation system for Continuous output current up to 10 A (20A Overload current 10s)
- Fast AVR response combined with high excitation voltage improves the transient stability during LVRT events.
- The system has free configurable measurement and analog or digital I/Os. The configuration is done via the local human machine interface or CMT1000
- Power Terminals
  3 phase excitation power input from PMG or auxiliary windings
  Auxiliary power input 24VDC
- Excitation output
- Measurement terminals: 3 phase machine voltage, 1 phase network voltage, 1 phase machine current
- Analog I/Os: 2 outputs / 3 inputs (configurable), +10 V / -10 V
- Digital I/O: 4 inputs only (configurable), 8 inputs / outputs (configurable)
- Serial fieldbus: RS485 for Modbus RTU or VDC (Reactive power load sharing for up to 31 JENBACHER engines in island operation), CAN-Bus for dual channel communication
- Regulator Control modes: Bump less transfer between all modes
  Automatic Voltage Regulator (AVR) accuracy 0,1% at 25°C ambient temperature
  Field Current Regulator (FCR)
  Power Factor Regulator (PF)
  Reactive Power Regulator (VAR)
- Limiters: Keeping synchronous machines in a safe and stable operation area
  Excitation current limiter (UEL min / OEL max)
  PQ minimum limiter
  Machine current limiter
  V / Hz limiter
  Machine voltage limiter
- Voltage matching during synchronization
- Rotating diode monitoring
- Dual channel / monitoring: Enables the dual channel operation based on self diagnostics and setpoint follow up over CAN communication. As Option available
- Power System Stabilizer (PSS) is available as option. Compliant with the standard IEEE 421.5-2005 2A / 2B, the PSS improves the stability of the generator over the highest possible operation range.
- Computer representation for power system stability studies: ABB 3BHS354059 E01
- Certifications: CE, cUL certification according UL 508c (compliant with CSA), DNV Class B,

- **Commissioning and maintenance Tool CMT1000** (for trained commissioning/ maintenance personal)
- With this tool the technician can setup all parameters and tune the PID to guarantee stable operation. The CMT1000 software allows an extensive supervision of the system, which helps the user to identify and locate problems during commissioning on site. The CMT1000 is connected to the target over USB or Ethernet port, where Ethernet connection allows remote access over 100 m.
- Main window
  - Indication of access mode and device information.
  - Change of parameter is only possible in CONTROL access mode.
  - LED symbol indicates that all parameter is stored on nonvolatile memory.
- Setpoint adjust window
  - Overview of all control modes, generator status, active limiters status and alarms.
  - Adjust set point and apply steps for tuning of the PID.
- Oscilloscope
- 4 signals can be selected out of 20 recorded channels. The time resolution is 50ms.Save files to your PC for further investigation.

- Measurement
  - All measurements on one screen.

Routine Test
Following routine tests will be carried out by the generator manufacturer
- Measuring of the DC-resistance of stator and rotor windings
- Check of the function of the fitted components (e.g. RTDs, space heater etc.)
- Insulation resistance of the following components
  Stator winding, rotor winding
  Stator winding RTDs
  Bearing RTDs
  Space heater
- No Load saturation characteristic (remanent voltage)
- Stator voltage unbalance
- Direction of rotation, phase sequence
- High voltage test of the stator windings (2 x Unom. + 1000 V) and the rotor windings (min. 1500 V)

1.03 Module Accessories

Base frame
Common Base Frame fabricated with welded structural steel. Frame to mount the engine, jacket water heat exchangers, pumps, and engine auxiliaries, as well as generator.

Coupling
Engine to Generator coupling is provided. The coupling isolates the major sub-harmonics of engine alternating torque from generator.

Coupling housing
Provided for Coupling

Anti-vibration mounts
2 sets of isolation, one is arranged between engine block assembly and base frame. The second is via insulating pads (SYLOMER) for placement between base frame and foundation, delivered loose.

Exhaust gas connection
A flanged connection is provided that collects the exhaust gas turbocharger output flows, includes flexible pipe connections (compensators) to compensate for heat expansions and vibrations.

Combustion air filter
A Dry type air filter with replaceable filter cartridges is fitted. The assembly includes flexible connections to the fuel mixer/carburetor and service indicator.

Interface panel (M1 cabinet)
Totally enclosed sheet steel cubicle with hinged doors, pre-wired to terminals, ready to operate. All Cable entry will be via bottom mounted cable gland plates.

Painting: RAL 7035

Protection: External NEMA 3 (IP 54), Internal IP 20 (protection against direct contact with live parts)

Cabinet design is according to IEC 439-1 (EN 60 439-1/1990) and DIN VDE 0660 part 500, respectively. Ambient temperature 41 - 104 °F (5 - 40 °C), Relative humidity 70%

Dimensions:
- Height: 1000 mm (39 in)
- Width: 1000 mm (39 in)
- Depth: 300 mm (12 in)

Control Power Source: The starter batteries and the cabinet mounted battery chargers will provide the power source for this enclosure.

Interface Panel contents and control functions:
- The cabinet houses the unit Battery Charger and primary 24VDC Control Power Distribution (breakers, fuses, and terminals) from the unit Batteries
- Distributed PLC Input and Output cards, located in the cabinet, gather all Engine and Generator Control I/O. These cards transmit data via data bus interface to the central engine control of the module control panel located in the A1 cabinet. Data bus is via CAN and B&R Proprietary Data Highway (Data Cables provided by JENBACHER)
- Speed monitoring relays for protection are provided.
- Gas Train I/O Collection, including interface relays and terminals for gas train shutoff valves.
- Transducer for generator functions, such as excitation voltage.
- Door Mounted Emergency Stop Switch with associated Emergency Stop Loop interface relays.
- Miscellaneous control relays, contacts, fuses, etc. for additional control valves, and auxiliaries.
- Interface Terminal Strips

Skid Mounted 3 Phase Devices are Powered by 3 x 480/277 V, 60 Hz, 50 A

AC Power for engine mounted auxiliaries (heater, pumps, etc.) are routed through a separate J-box mounted on the side M1 cabinet (Box E1). This is done to maintain signal segregation (AC from control)

NOTE: Generator Current Transformer wiring is connected directly to the Generator and does NOT pass through the M1 cabinet.

1.03.01 Engine jacket water system

Closed cooling circuit, consisting of:
- Expansion tank
- Filling device (check and pressure reducing valves, pressure gauge)
- Safety valve(s)
- Thermostatic valve
- Required pipework on module
- Vents and drains
- Jacket water pump, including check valve

- Jacket water preheat device

1.03.02 Automatic lube oil replenishing system incl. extension tank

Automatic lube oil replenishing system:
Includes float valve in lube oil feed line, including inspection glass. Electric monitoring system will be provided for engine shut-down at lube oil levels "MINIMUM" and "MAXIMUM". Solenoid valve in oil feed line is only activated during engine operation. Manual override of the solenoid valve, for filling procedure during oil changes is included.

Oil drain
By set mounted cock

Oil sump extension tank 79.3 gal
To increase the time between oil changes

Aftercooling oil pump:
Mounted on the module base frame; it is used for the aftercooling of the turbocharger; period of operation of the pump is 15 minutes from engine stop.
Consisting of:
- Oil pump 250 W, 480/277 V
- Oil filter
- Necessary pipework

1.05.01 Gas train <500mbar (7.3 psi)

Consisting of:
- Manual shut off valve
- Gas filter, filter fineness <3 µm
- Pressure gauge with push button valve
- Gas admission pressure regulator
- Solenoid valves
- Leakage detector
- Gas pressure switch (min.)
- TEC JET
- Gas flow meter (option)
- p/t compensation (option)

The gas train complies with DIN - DVGW regulations.
The gas train complies with NFPA37 (vent lines by others)

1.07 Painting

- Quality: Oil resistant prime layer
  Synthetic resin varnish finishing coat
- Color:

Engine:	RAL 6018 (green)
Base frame:	RAL 6018 (green)
Generator:	RAL 6018 (green)
Module interface panel:	RAL 7035 (light grey)
Control panel:	RAL 7035 (light grey)

1.11 Engine generator control panel per module- DIA.NE XT4 incl. Single synchronization of the generator breaker

Dimensions:

- Height: 91 in (including 8 in pedestal *)
- Width: 32 -48 in*)
- Depth: 24 in *)

Protection class:

- external IP42
- Internal IP 20 (protection again direct contact with live parts)

*) Control panels will be dimensioned on a project specific basis. Actual dimensions will be provided in the preliminary documentation for the project.

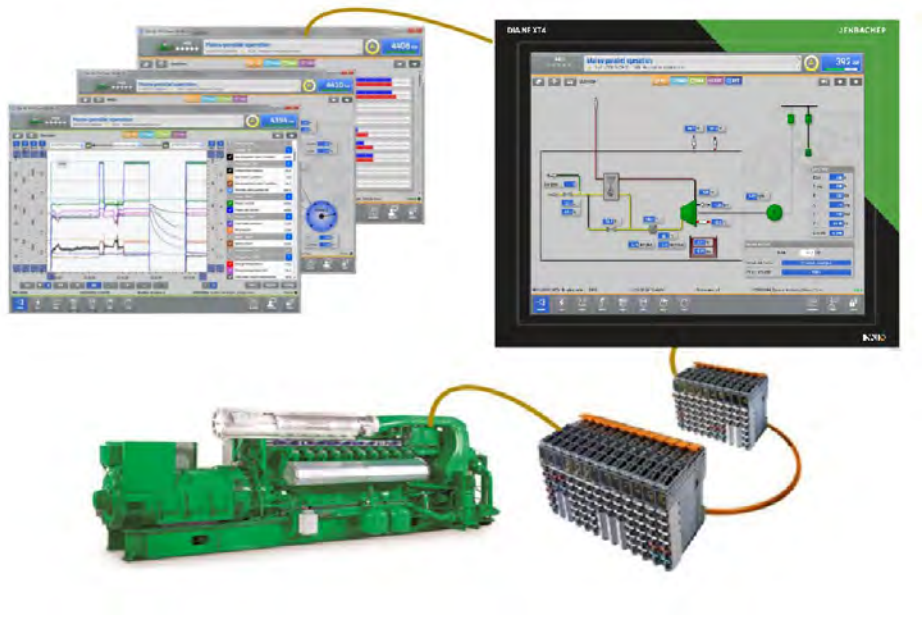
Control supply voltage from starter and control panel batteries: 24V DC

Auxiliaries power supply: (from provider of the auxiliary supply)
3 x **480**/**277** V, **60** Hz

Consisting of:
Motor - Management - System DIA.NE

Setup:

- a) Touch display visualization
- b) Central engine and unit control



Touch Display Screen:

15“Industrial color graphic display with resistive touch.

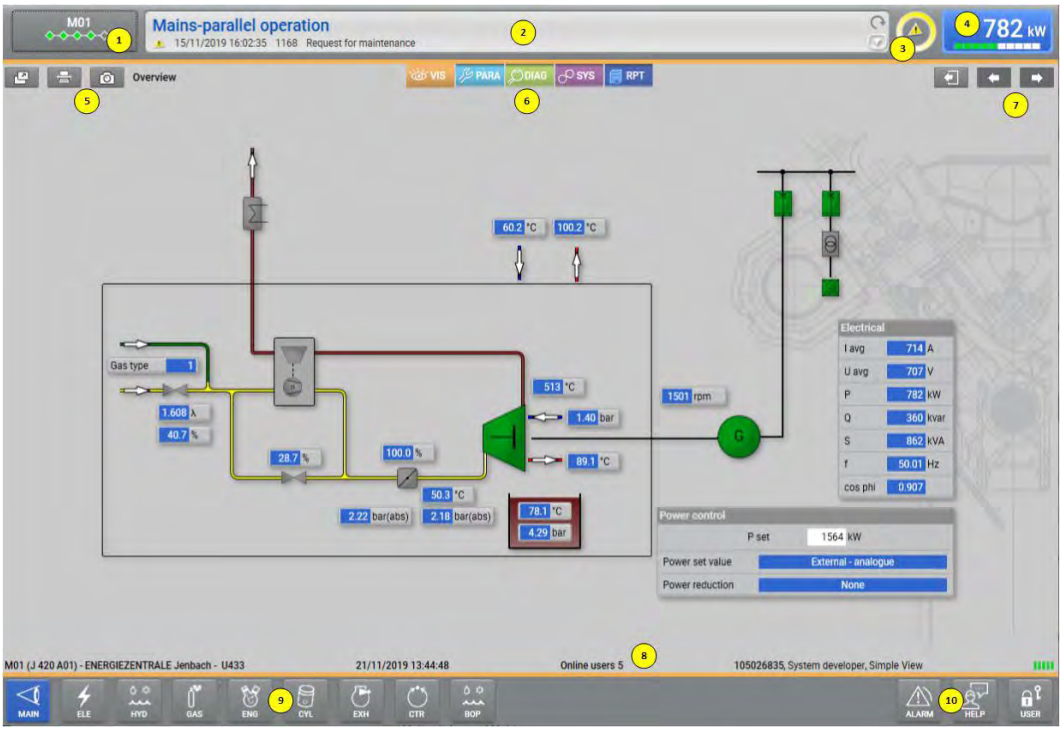
Protection class of DIA.NE XT panel front: IP 65

The screen shows a clear and functional summary of the measurement values and simultaneously shows a graphical summary.

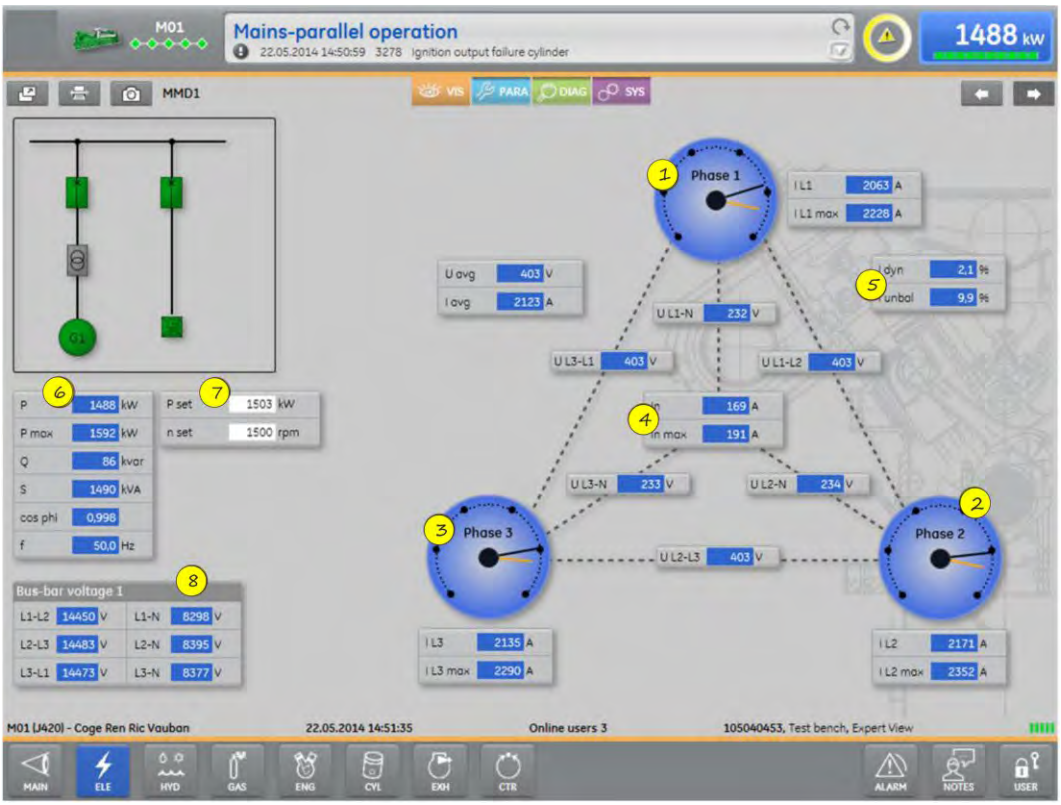
Operation is via the screen buttons on the touch screen
Numeric entries (set point values, parameters…) are entered on the touch numeric pad or via a scroll bar.
Determination of the operation mode and the method of synchronization via a permanently displayed button panel on the touch screen.

Main screens (examples):

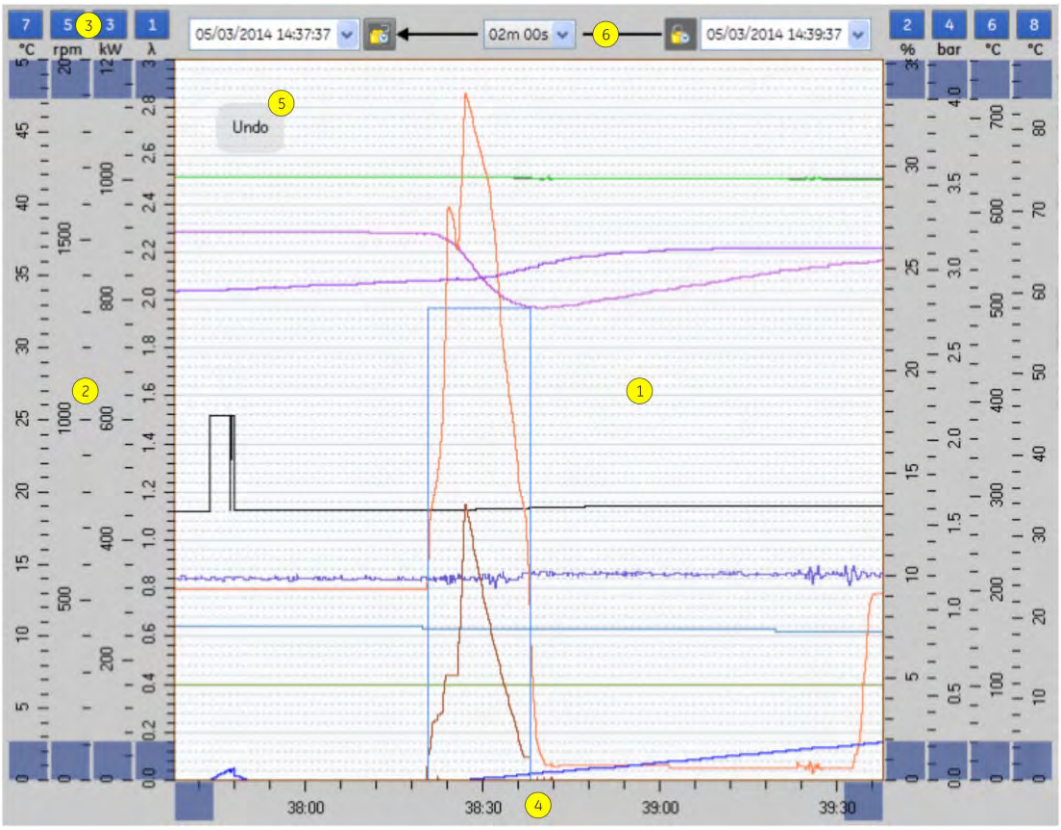
Main: Display of the overview, auxiliaries' status, engine start and operating data.



ELE: Display of the generator connection with electrical measurement values and synchronization status



Trending
Trend with 100ms resolution



Measurement values:

- 500 data points are stored
- Measurement interval = 100ms
- Raw data availability with 100ms resolution: 3 hours + max. 50.000.000 changes in value at shut down (60 mins per shut down)
- Compression level 1: min, max, and average values with 1000ms resolution: 1 day
- Compression level 2: min, max, and average values with 30s resolution: 1 month
- Compression level 3: min, max, and average values with 10min resolution: 10 years

Messages:
1.000.000 message events

Actions (operator control actions):
100.000 Actions

System messages:
100.000 system messages

Central engine and module control:

An industrial PC- based modular industrial control system for module and engine sequencing control (start preparation, start, stop, aftercooling and control of auxiliaries) as well as all control functions.

Interfaces:

- Ethernet (twisted pair) for remote monitoring access
- Ethernet (twisted pair) for connection between engines
- Ethernet (twisted pair) for the Powerlink connection to the control input and output modules.

Connection to the local building management system according to the JENBACHER option list (OPTION)

- MODBUS-RTU Slave
- MODBUS-TCP Slave,
- PROFIBUS-DP Slave (120 words),
- PROFIBUS-DP Slave (190 words),
- ProfiNet Slave
- OPC DA Server

Control functions:

- Speed control in idle and in island mode
- Power output control in grid parallel operation, or according to an internal or external set point value on a case by case basis
- LEANOX control system which controls boost pressure according to the power at the generator terminals, and controls the mixture temperature according to the engine driven air-gas mixer
- Knocking control: in the event of knocking detection, ignition timing adjustment, power reduction and mixture temperature reduction (if this feature is installed)
- Load sharing between engines in island mode operation (option)
- Linear power reduction in the event of excessive mixture temperature and misfiring
- Linear power reduction according to CH4 signal (if available)
- Linear power reduction according to gas pressure (option)
- Linear power reduction according to air intake temperature (option)

Multi-transducer to record the following alternator electrical values:

- Phase current (with slave pointer))
- Neutral conductor current
- Voltages Ph/Ph and Ph/N
- Active power (with slave pointer)
- Reactive power
- Apparent power
- Power factor
- Frequency
- Active and reactive energy counter

Additional 0 (4) - 20 mA interface for active power as well as a pulse signal for active energy

The following alternator monitoring functions are integrated in the multi-measuring device:

- Overload/short-circuit [51], [50]
- Over voltage [59]
- Under voltage [27]
- Asymmetric voltage [64], [59N]
- Unbalance current [46]
- Excitation failure [40]
- Over frequency [81>]
- Under frequency [81<]

Lockable operation modes selectable via touch screen:

- "OFF" operation is not possible, running units will shut down immediately.
- "MANUAL" manual operation (start, stop) possible, unit is not available for fully automatic operation.
- "AUTOMATIC" fully automatic operation according to external demand signal:

Demand modes selectable via touch screen:

- external demand off („OFF“)
- external demand on („REMOTE“)
- override external demand („ON“)

Malfunction Notice list:

Shut down functions e.g.:

- Low lube oil pressure
- Low lube oil level
- High lube oil level
- High lube oil temperature
- Low jacket water pressure
- High jacket water pressure
- High jacket water temperature
- Overspeed
- Emergency stop/safety loop
- Gas train failure
- Start failure
- Stop failure
- Engine start blocked
- Engine operation blocked
- Misfiring
- High mixture temperature
- Measuring signal failure
- Overload/output signal failure
- Generator overload/short circuit
- Generator over/undervoltage
- Generator over/underfrequency
- Generator asymmetric voltage
- Generator unbalanced load

- Generator reverse power
- High generator winding temperature
- Synchronizing failure
- Knocking failure

Warning functions e.g.:
- Cooling water temperature min.
- Cooling water pressure min.
- Generator winding temperature max.

Remote signals:
(volt free contacts)

1NO = 1 normally open
1NC = 1 normally closed
1COC = 1 change over contact

• Ready for automatic start (to Master control)	1NO
• Operation (engine running)	1NO
• Demand auxiliaries	1NO
• Collective signal "shut down"	1NC
• Collective signal "warning"	1NC

External (by others) provided command/status signals:

• Engine demand (from Master control)	1S
• Auxiliaries demanded and released	1S

Single synchronizing Automatic

For automatic synchronizing of the module with the generator circuit breaker to the grid by PLC- technology, integrated within the module control panel.

Consisting of:
- Hardware extension of the programmable control for fully automatic synchronization selection and synchronization of the module and for monitoring of the generator circuit breaker closed signal.
- Lockable synchronization selection via touch screen with the following selection modes:
  - "MANUAL" Manual initiation of synchronization via touch screen button followed by fully automatic synchronization of the module
  - "AUTOMATIC" Automatic module synchronization, after synchronizing release from the module control
  - "OFF" Selection and synchronization disabled
    Control of the generator circuit breaker according to the synchronization mode selected via touch screen.
  - "Generator circuit breaker CLOSED/ Select" Touch-button on DIA.NE XT
  - "Generator circuit breaker OPEN" Touch-button on DIA.NE XT

Status signals:
Generator circuit breaker closed
Generator circuit breaker open

Remote signals:
(volt free contacts)
Generator circuit breaker closed 1 NO

The following reference and status signals must be provided by the switchgear supplier:

- Generator circuit breaker CLOSED 1 NO
- Generator circuit breaker OPEN 1 NO
- Generator circuit breaker READY TO CLOSE 1 NO
- Mains circuit breaker CLOSED 1 NO
- Mains circuit breaker OPEN 1 NO

Mains voltage 3 x **480**/**277**V or 3x 110V/v3 other measurement voltages available on request
Bus bar voltage 3 x **480**/**277** V or 3x 110V/v3 – other measurement voltages available on request
Generator voltage 3 x **480 V** or 3x 110V/v3 – other measurement voltages available on request

Voltage transformer in the star/star connection with minimum 50VA and Class 0,5

The following volt free interface-signals will be provided by JENBACHER to be incorporated in switchgear:

- CLOSING/OPENING command for generator circuit breaker (permanent contact) 1 NO + 1 NC
- Signal for circuit breaker undervoltage trip 1 NO

Maximum distance between module control panel and engine/interface panel:	99ft
Maximum distance between module control panel and power panel:	164ft
Maximum distance between module control panel and master control panel:	164ft
Maximum distance between alternator and generator circuit breaker:	99ft

1.11 Motor control panel – Container design

Sheet metal IEC enclosure, components and assembly UL listed.
For distribution and protection of the module and container auxiliaries.
With cubicle lighting.

Dimensions:

- Height: 71 inch (1800 mm)
- Width: 39 inch (990 mm)
- Depth: 16 inch (405 mm)

Equipment:
Equipped with IEC type starters for each motor
With safety disconnect switches for every load
With step down transformer 480/120V, 4kVA for container consumers

1.11.01 Remote messaging over MODBUS-TCP

Data transfer from the JENBACHER module control system to the customer's on-site central control system via MODBUS TCP using the ETHERNET 10 BASE-T/100BASE-TX protocol TCP/IP.

The JENBACHER module control system operates as a SLAVE unit.
The data transfer via the customer's MASTER must be carried out in cycles.

Data transmitted:
Fault messages, operating messages, measured values (generator power, oil pressure, oil temperature, cooling water pressure, cooling water temperature, etc.) according to JENBACHER standard (interface list).

JENBACHER limit of supply:
RJ45 socket at the interface module in the module control cabinet

1.11.06 Remote Data-Transfer with DIA.NE XT4

General
DIA.NE XT4 offers remote communication using an Ethernet connection.

1.) DIA.NE XT4 HMI
DIA.NE XT4 HMI is the Human-Machine-Interface of DIA.NE XT4 engine control and visualization system for JENBACHER gas engines.
The system offers extensive facilities for commissioning, monitoring, servicing, and analysis of the site.
By installation of the DIA.NE XT4 HMI client program it can be used to establish connection to site, if connected to a network and access rights are provided.
The system runs on Microsoft Windows Operating systems (Windows XP, Windows 7, Windows 8, Windows 10)

Function
Functions of the visualization system at the engine control panel can be used remotely. These functions provide control, monitoring, trend indications, alarm management, parameter management, and access to long term data recording. By providing access to multiple systems, also with multiple clients in parallel, additional useful functions are available like

- Multi-user system
- Remote control
- Print and export functions
- Data backup.

The DIA.NE XT4 is available in several languages.

Option - Remote demand/blocking

If the service selectors switch at the module control panel is in position "Automatic" and the demand-selector switch in position "Remote", it is possible to enable (demanded) or disable (demand off) the module with a control button at the DIA.NE XT4 HMI
Note:
With this option, it makes no sense to have an additional clients demand (via hardware or data bus) or a self-guided operation (via JENBACHER master control, grid import /export etc.).

Option - Remote - reset (see TA-No. 1100-0111 chapter 1.7 and 1.9)

Scope of supply

- Software package DIA.NE XT4 HMI Client Setup (Download)
- Number of DIA.NE XT4 HMI - Client user license (Simultaneous right to access of one user to the engine control)

Nr. of license	Access
1	1 Users can be logged in at the same time with a PC (Workplace, control room or at home).
2 - "n" (Optional)	2- "n" Users can be logged in at the same time with a PC (Workplace, control room or at home). If 2- "n" users are locally connected at Computers from office or control room, then it is not possible to log in from home.

Caution! This option includes the DIA.NE XT4 HMI client application and its license only – NO secured, encrypted connection will be provided by JENBACHER! A secured, encrypted connection – which is mandatory – has to be provided by the customer (via LAN connection or customer-side VPN), or can be realized by using option myPlant™.

Customer requirements

- Broad band network connection via Ethernet(100/1000BASE-TX) at RJ45 Connector (ETH3) at DIA.NE XT4 server inside module control panel
- Standard PC with keyboard, mouse or touch and monitor (min. resolution 1024*768)
- Operating system Windows XP, Windows 7, Windows 8, Windows 10
- DirectX 9.0 c compatible or newer 3D display adapter with 64 MB or higher memory

2.) myPlant™
myPlant* is the remote data transfer and diagnostics solution from JENBACHER

	BASIC	CARE	PROFESSIONAL
basic / advanced monitoring			
Liver operating status	✓	✓	✓
Historic and live data trending		✓	✓
Alarm management and notification	Alarm management only	✓	✓
Access to all engine documents	✓	✓	✓
Mobile app	✓	✓	✓

Daily status logbooks	✓	✓	✓
Remote access to engine controller		✓	✓
Fleet management		✓	✓
Engine status notifications (SMS/Email)		✓	✓
increased productivity / strong performance			
Recommended maintenance[1] (coming soon)	✓	✓	✓
Support case management[1]	✓	✓	✓
Predictive maintenance for spark plugs, oil and air filters[2]	Spark plugs lifetime prediction only	✓	✓
Oil & coolant quality monitoring[3]		✓	✓
Fleet emission monitoring[4]	Engine emission monitoring only	✓	✓
artificial intelligence & predictive analytics			
Operator analytics package			✓
Historic performance analysis			✓
User-defined monitoring			✓
On demand: Access to myPlant data via API (Application Programming Interface) service[5]			✓

[1] Available soon for JENBACHER direct markets only
[2] Spark plugs, oil and air filters data might not always be available and is depending on the engine version/type ant the sensors installed
[3] Oil and coolant reports are available in myPlant for the following laboratories: Spectro, JetCare, Polaris, MIC GSM
[4] May require additional hardware installation for emission monitoring (available as upgrade)
[5] Might require development work on customer/service provider side and includes 70 API calls per engine per month

Scope of supply

- Access to myPlant™
- Integration of the plant in the myPlant™ system
- Access to Basic and Care level as per new installation contract
- Access to Professional level via separate contract

Equipment to be provided by the customer

- Permanent Internet connection (wired or wireless) (see also option 4)
- Technical requirements as per TA 2300-0008
- Outward data connection (from the plant server to the Internet) - INWARD connections are NOT PERMITTED!

CAUTION: The customer must take technical precautions to ensure that direct access to the plant server from the Internet is prevented (e.g. by means of a firewall):
This security measure CANNOT be assumed and guaranteed by JENBACHER

3.) Mobile Internet (OPTION)
Connection Plant - Customer via secured Internet - connection
See also technical instruction **TA 2300 - 0006**

Scope of delivery

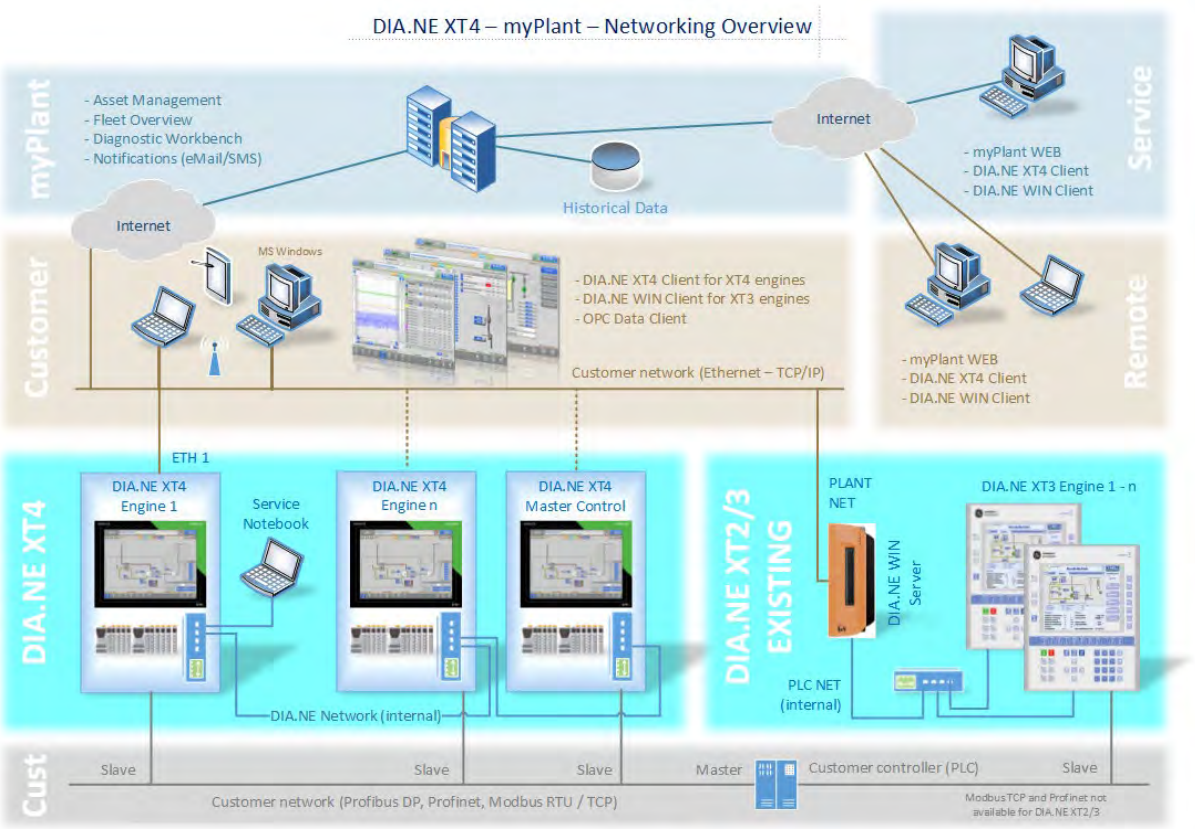
- Mobile Internet router with antenna to connect to the DIA.NE Server XT4

Customer requirements

- SIM card for 3G / 4G

4.) Network overview

For information only!



1.11.25 Control Strategy and Options (Type 3 Container)

Control Strategy – The following control modes will be available in the Diane Control

- Grid Parallel with KW Control – Real Power Load Control of the Generator set will be either via a 4-20mA input from the customer representing a unit KW load setpoint or a KW load setpoint entered on the Diane XT4 screen. Upon breaker closure, the unit will ramp to the setpoint at a maximum rate of (Rated Unit KW) / 180 seconds.

- Grid Parallel with PF Control – Reactive Power Load Control of the Generator set will be either via a 4-20mA input from the customer representing a unit Power Factory setpoint or a Power Factor setpoint entered on the Diane XT4 screen. Upon breaker closure, the unit will maintain the setpoint.

- Grid Parallel with Import/Export Control - Load Control via an Import/Export KW level entered on the Diane XT4 screen. Required will be a customer 4-20mA signal representing the Site KW (Imported and/or Exported Power) that is to be controlled. Upon breaker closure, the unit will ramp to a load that will drive the KW value represented by the 4-20mA input signal to the level entered on Customer Import/Export Setpoint entered in the Diane XT4 screen. Once at the setpoint, the unit will raise and lower load to maintain this value. If the generator load required to maintain this setpoint drops below the minimum load level of the generator set, the unit 52G circuit breaker will be opened.

- Island Mode Operations with Blackout Starting – Island Operations with Black start capability will allow the engine to start and run without utility being present. The engine will be able to start the engine on battery power, close the generator breaker against a dead bus, and operate independently of a utility power source. The customer must ensure that there is sufficient fuel gas and pre-chamber gas at pressure in the event of a Type 6 engine so configured. The engine will start without the normal confirmation of engine block temperature or operation of a circulating AC water pump. It will be required of the operators that once the engine is connected to the generator bus, power to the engine auxiliaries be restored. Load Management is expected to be limited by the operators to the limits of the engine, as per Jenbacher TI 2108-0031. This system will work in conjunction with a Jenbacher Master Synchronizing Control (see appropriate Spec Section) if so equipped. If this is a single unit and synchronization with the utility after assuming operations is required, a *Grid Parallel with Single Unit Island Operations* option will be required.

Per Unit Hot Water Loop Controls - Hot Water Loop Panel Controls and Software to include:

- Hot Water Pump (Panel Control Parts and SW Only) - The option will add specific contact output and feedback input to/from an MCC for the Hot Water Pump. This will include relays and software.

- Hot Water Monitoring (Panel Control Parts and SW Only) - This option will monitor 3 hot water loop switches, flow, pressure, and temperature. This option includes hardwired relays added to the trip loop, and internal software

- Hot Water Return Temperature Control (Panel Parts and SW Only) - This feature will provide all necessary controls to operate a 3 Way temperature control valve. The customer will provide a PT100 as a feedback signal and the Diane will provide a 4-20mA Analog Output to a customer provided valve. Control and Display Software are also provided.

Per Unit Miscellaneous Controls - Diane XT4 System will be provided with the following additional features to operate a customer enclosure

- Additional Emergency Stop Signals - Additional Terminals for customer Estop switches

- Audible and Visual Alarm Indications - Hardware and software to drive a customer provided horn and strobe. Power for these devices is provided from the control system and is 24VDC

- SCR Control Signals – 2 additional discrete inputs and 1 analog will be required:
  - Discrete In 1 - Unit Operation/Engine Running (SSL20) to start the unit
  - Discrete In 2 - SCR Alarm (SS69) for display on the alarm Diane XT screen.
  - Analog Out 1 – Generator Power (0-100% = 4-20mA) for control of the SCR spray mechanism.

- Gas Flow Meter Trending - Gas Flowmeter Trending and Display (Flowmeter not included). Option includes a 4-20mA input that will accept the pressure and temperature corrected gas flow from a customer provided flow meter computer and will incorporate the signal into trending and displays in the Diane system.

- Gas Flow Meter Correction - Gas Flowmeter temperature and pressure compensation. Option includes three (3) 4-20mA inputs that will represent actual measured flow, pressure, and temperature. Along with a customer provided flow meter calibration sheet, these 3 signals will be input to a calculation that will compensate the flowmeter flow signal to current gas conditions. The results will be incorporated into trending and displays in the Diane system.

- Exhaust By-Pass Control -The exhaust by-pass consists of two flaps (one open, one closed) housed in a tee section of piping, which are controlled by a single actuator. The position of the by-pass is determined by the outlet temperature of the process heat exchanger. A PT100 sensor is used to send the outlet temperature of the process heat exchanger to the DIA.NE XT. The DIA.NE XT monitors this temperature, and if the temperature is at or above set point, moves the flaps to reduce the flow to the Exhaust Heat Exchanger while increasing the flow to the exhaust bypass. For temperatures below set point, all flow is directed through the Exhaust Heat Exchanger (analog output = 20 mADC).

  [4 mADC = full bypass, 20 mADC = full Enalco. A broken wire or loss of signal of the PT100 sensor, the heat exchanger will be bypassed.]

  - Included in the control:

    - Dig. Input Release exhaust gas bypass
    - Analog Input Exhaust gas temperature after EHGE
    - Analog Input Temperature heating water supply
    - Analog Output 4 – 20mA Setpoint bypass flap

1.20.03 Starting system

Starter battery:
2 piece 12 V AGM battery, 125 Ah (according to DIN 72311).

Battery voltage monitoring:
Monitoring by PLC.

Battery charging equipment:
Capable for charging the starter battery with I/U characteristic and for the supply of all connected D.C. consumers.
Charging device is mounted inside of the module interface panel or module control panel.

- **General data:**

• Power supply	**3 x 320 - 575 V, 47 - 63 Hz**
• max. power consumption	1040 W / 1550 W (5 sec)
• Nominal D.C. voltage	24 V (+/-1%)
• Voltage setting range	24V to 28V (adjustable)
• Nominal current (max.)	40 A
• Degree of protection	IP20 to IEC 60529
• Operating temperature	32 °F – 158 °F (0 °C - 70 °C)
• Protection class	1
• Humidity class	3K3, no condensation.
• Natural air convection	
• Standards	EN60950,EN50178 UL/cUL (UL508 / UL 60950-1)

Signalling:
Green Led: Output voltage > 21.6V

Control accumulator:
- Pb battery 24 VDC/18 Ah

1.20.05 Electric jacket water preheating

Installed in the jacket water cooling circuit, consisting of:
- Heating elements
- Water circulating pump

The jacket water temperature of a stopped engine is maintained between 133 °F (56°C) and 140°F (60°C), to allow for immediate loading after engine start.

1.20.08 Flexible connections

Following flexible connections per module are included in the JENBACHER -scope of supply:

No.	Connection	Unit	Dimension	Material
2	Warm water in-/outlet	**IN/LBS**	**3"/145**	Stainless steel
1	Exhaust gas outlet	**IN/LBS**	**10"/145**	Stainless steel
1	Fuel gas inlet	**IN/LBS**	**4"/232**	Stainless steel
2	Intercooler in-/outlet	**IN/LBS**	**2½"/**	Stainless steel
2	Lube oil connection	**IN**	**1.1**	Hose

Seals and flanges for all flexible connections are included.

2.00 Electrical equipment

Totally enclosed floor mounted sheet steel cubicle with front door wired to terminals. Ready to operate, with cable entry at bottom. Naturally ventilated or with forced ventilation.

Protection:	IP 42 external, NEMA 12	
	IP 20 internal (protection against direct contact with live parts)	

Design according to EN 61439-2 / IEC 61439-2 / UL 508 A and ISO 8528-4.
Ambient temperature 41 - 104 °F (5 - 40 °C), 70 % Relative humidity

Standard painting:	Panel:	RAL 7035
	Pedestal:	RAL 7020 (Rittal TS8)
		RAL 7020 (Rittal VX25)

2.02 Grid monitoring device

Standard without static Grid - 60Hz alternator

Function:
For immediate disconnection of the generator from the grid in case of grid failures.

Consisting of:
- High/low voltage monitoring
- High/low frequency monitoring
- Specially adjustable independent time for voltage and frequency monitoring
- Vector jump monitoring or df/dt monitoring for immediate disconnection of the generator from the grid for example at short interruptions
- Indication of all reference dimensions for normal operation and at the case of disturbance over LCD and LED
- Adjusting authority through password protection against adjusting of strangers

Scope of supply:
Digital grid protection relay with storage of defect data, indication of reference dimensions as well as monitoring by itself.

Grid protection values:

Parameter	Parameter limit	Max time delay[s]	**Comments**
59-61Hz			Do work normal
f<[ANSI 81U]	59Hz	0.5	Load reduction with 10%/HZ below 59Hz!
f<<[ANSI 81U]	58.5Hz	0.1	
f>[ANSI 81O]	61.5Hz	0.1	Load reduction with 30%/HZ above 61Hz!
U<[ANSI 27]	90%	1	Load reduction with 1%P /%U below 95%
U<< [ANSI 27]	80%	0.2	Load reduction with 1%P /%U below 95%
U> [ANSI 59]	110%	30	Load reduction with 1%P /%U above 105%
U>> [ANSI 59]	115%	0.2	Load reduction with 1% P/%U above 105%

Df/dt [ANSI 81R] **Or** **Vector shift** [ANSI 78]	2Hz/s, 5 Periods Or 8° -3pol		Cos phi range: 0.8ind (overexcited) - 1

2.04 Generator Low Voltage switchgear (for container design)

Sheet metal enclosure, UL listed, front-access

Dimensions:
- Height: 80 inches (2032 mm)
- Width: 28 inches (700 mm)
- Depth: 32 inches (800 mm)

Generator circuit breaker details
- In = **XXXX** A, drawn out type
- Short circuit breaking capacity: 65kA
- Spring drive 24VDC
- Close coil 24VDC
- Shunt trip coil 24VDC
- Under-voltage trip coil 24VDC
- Auxiliary contacts (a/b)
- Programmable Short Circuit Protection (Instantaneous and Duration)

Cabinet Fitted with
- 2 PT fused sets (Bus side/Gen side, 3 PTs in a Wye to Wye configuration)
- Surge Suppression

Per Phase Bus Bar Terminations and Ground Bar predrilled for customer terminations (maximum 4 cables per phase (Hardware not provided).

2.12 Gas warning device

Function:
The gas warning device continuously monitors the radiated air in the engine room and warns against gases which are injurious to persons' health and against explosive gas concentrations.
The measuring head (catalytic sensor) is attached on the covering or nearby the ground, dependent upon the gas source.

Scope of supply:
- Alarm unit voltage: 24VDC

- 2 Gas sensor(s)

2.13 Smoke warning device

Function:
The smoke warning device in combination with the optical smoke detector (installed in the control room) and the thermal smoke detector (installed in the engine room) provide extensive early warning signal.

Design:
The device has an optical display for alarm and operation.
The smoke warning device is installed in a plastic housing.

Scope of supply:
- Alarm unit voltage: 24 V
  2 Smoke detector(s)

3.01 Lube oil system

Consisting of:
- 79.3 gal fresh oil tank
- **79.3** gal lube oil tank
- Combined electric driven fresh oil and waste oil pump
- Level switches
- Shut-off devices
- Complete pipe work between oil tanks and module

Through simple switch over of the pumps following functions are given:
- Filling of the fresh oil tank from a cask
- Filling of the lube oil tank from a cask
- Filling of the oil pan from a cask
- Emptying of the oil pan into a cask
- Emptying of the waste oil tank into a cask

3.03.01 Exhaust gas silencer

Material:
Stainless steel

Consisting of:
- Exhaust gas silencer
- Flanges, seals, fixings

Insulation:
The insulation for reducing surface irradiations (heat and sound) of the exhaust gas silencer is not included in our scope of supply and must be provided locally. The insulation (4-inch (100 mm) rock wool covered with

0,03 inch (0,75 mm) galvanized steel sheet) is required to keep the sound pressure level of the container (65 dB(A) in 32 ft (10 m)).

3.10.03 Cooling system – dual-circuit radiator

The heat produced by the engine (jacket water, lube oil, intercooler) is dissipated through a radiator, installed outside.

Consisting of:
- Radiator
- Pump
- Electrical control
- Expansion tank

The radiator is designed for an ambient temperature of 95°F (35°C). Special versions for higher ambient temperatures are available upon request.

3.20 Container

40' ISO STEEL CONTAINER, Module Installation

Dimensions:
- Length: 40 ft (12192 mm)
- Width: 8 ft (2438 mm)
- Height: 8 ft, 6 in (2591 mm)

Sound pressure level
65 dB (A) at 32 ft (10 m) (surface sound pressure level according to DIN 45635)
See comments under MC 3.03.01

Ambient temperature:
The container is designed for an ambient temperature from **–4°F (-20°C)** to **90°F (32°C).**
Other temperatures are available upon request.

Base frame:
Self-supporting, i.e. the base frame is designed to withstand static loads from the installation of parts such as the engine, control panels, exhaust gas silencer and radiator.

To lift (to load) the container 4 screw able carrier lugs are mounted at the top of the container.

Construction:
Trapezoidal corrugated steel sheeting welded between the base frame and the top frame.
The sound absorbent surfaces are comprised of rock wool covered with perforated plating.
The container is of a weatherproof design and the roof is suitable for construction work.

A double door to bring in the engine is situated at the front of the container beside the air outlet.

There is a door into the control room at the front wall on the side of air inlet.
A door into the engine room is situated at the long side of the container.

The doors (engine room and control room) are fitted with identical cylinder locks. The doors are designed as emergency doors which could be opened in direction of the escape route. They are identified as such and can be opened from inside without other assistance (panic lock).

Dimension of door: appr. 3.28 ft (1000 mm) x 6.56 ft (2000 mm) (W x H)

Engine room:
The floor is made of steel sheet (checker – or diamond plate) and designed as a tightly sealed pan. This pan is used to collect any oil-leak of the lube oil circuit (engine and extension tank).
Connections from/to the engine room consist of:

- Top: Cooling water in/outlet; welded flange
  Exhaust gas outlet; tightly closed
- Roof:
  Suspensions for cable trough, gas train, gas pipes, ...
- Wall:
  Gas inlet; welded flange
  The wall between engine room and control room is design with recesses for the cables.

Control room:
The control room is ventilated by a lockable air intake opening. The air is aspirated by the fans of the engine room. For the cable's entry, a recess at the floor of the control room is planned. The control room is equipped with a plastic covering for shipment.

Module and container installation are essentially performed as follows:

- Installation and setup of the module
- Installation of the control equipment in a separate control equipment room
- Installation of the gas train
- Installation of the lube oil equipment
- Installation of the air intake and outlet ventilation system
- Installation of the exhaust silencer on the roof
- Installation of the radiator on the roof
- Installation of lighting in the container
- Installation of the auxiliary electrical installations
- Completion of exhaust, fuel, oil, and water piping, according to the defined scope of supply, including all necessary fittings, flexible connections, and reinforcements.
- Footboard above the tubes
- Rain drain
- Total signage

Fire protection classification:
The container is not classified for fire protection.

Coating:

- Installation:
  - Oil resistant base

- Synthetic resin as coating varnish
- Color Container:
  RAL6018 (green)

3.50 Power and control cable

- Control cable between the module control panels, cable length max. 32 ft (10 m)
- Power cable between generator output terminal and following connection point, cable length max. 32 ft (10 m)
- Starter cable from the batteries to the starter, cable length max. 16 ft (5 m)

3.71 Vibration Switch

A structural Vibration Switch will be installed on the package base frame to detect excessive vibrations. A signal we will sent to the control panel to indicate an alarm condition.

3.73 Seismic Protection - Container

The container has been designed and constructed to meet, at a minimum, the local seismic and wind loading criteria per ASCE/SEI 7. Any additional requirements identified by the Buyer from the project specific requirements have also been designed into the container. The container will be supplied with supports, brackets, attachment point or other necessary device to enable securing to meet the design requirements. Anchor design and hardware for any required foundation anchoring are not included.

Details will be provided at first drawing submittal.

4.00 Delivery, installation, and commissioning

4.01 Carriage
According to contract.

4.02 Unloading
Unloading, moving of equipment to point of installation, mounting and adjustment of delivered equipment on intended foundations is not included in JENBACHER scope of supply.

4.03 Assembly and installation
Assembly and installation of all JENBACHER -components is not included in JENBACHER scope of supply.

4.04 Storage
The customer is responsible for secure and appropriate storage of all delivered equipment.

4.05 Emission measurement with exhaust gas analyzer

Emission measurement by JENBACHER personnel, to verify that the guaranteed toxic agent emissions have been achieved (costs for measurement by an independent agency will be an extra charge).

5.01 Limits of delivery - Container

Electrical

- Module:
  At terminals of generator circuit breaker

Mechanical

Suitable bellows and flexible connections **must be provided locally** for all connections.

Warm water

At inlet and outlet flanges on container

Exhaust gas

At exhaust gas outlet flange on top of the container; special stack provided locally

Combustion air

The air filters are set mounted, no external ductwork is necessary

Fuel gas

At inlet flange of the container

Lube oil

At lube oil connections on container

Condensate

At the condensate drains on container.

Insulation

Insulation of heat exchangers, pipework and exhaust gas silencer is not included in our scope of supply and must be provided locally.

5.02 Factory tests and inspections

The individual module components shall undergo the following tests and inspections:

5.02.01 Engine tests

Carried out as combined Engine- and Module test according to DIN ISO 3046 at JENBACHER test bench.
The following tests are made at 100%, 75% and 50% load, and the results are reported in a test certificate:

- Engine output
- Fuel consumption
- Jacket water temperatures
- Lube oil pressure

- Lube oil temperatures
- Boost pressure
- Exhaust gas temperatures, for each cylinder

5.02.02 Generator tests

Carried out on test bench of the generator supplier.

5.03 Documentation

List of standard pre-documentation provided based on the technical status at the time of order receipt:

- Module drawing **1)**
- Technical diagram **1)**
- Drawings of the cabinet views **3**
- Electrical interface list **2)**
- Technical specification of the control system **2)**

Before delivery (depending on progress in ordering the components, on request)

- Technical drawings for BoP components/accessories supplied separately (if included in scope of supply of INNIO Jenbacher GmbH & Co OG) **1)**

Upon delivery

- Circuit diagrams **3)**
- Cable list **3)**

Delivered with the engine

- Brief instructions (transport, erection, moving) **1)**

For commissioning

- Operation and maintenance instructions **4)**
- Spare parts catalogue **4)**
- Original supplier operation and maintenance instructions for any BoP components (installed in the INNIO Jenbacher GmbH & Co OG scope of supply) as Appendix **1)**

  All the components found in the INNIO Jenbacher GmbH & Co OG scope of supply are described in the operation and maintenance instructions, and in the spare parts catalogue.
  In addition, the manufacturer's original operation and maintenance instructions will be provided for every BoP component, in German and English as standard, as an Appendix for the operation and maintenance manual provided.

  Additional costs of producing or providing the required documents using the KKS (power station coding system) and/or integration in subcontractors' documentation, or additional approval, design and proof of testing documentation must be negotiated or ordered separately.

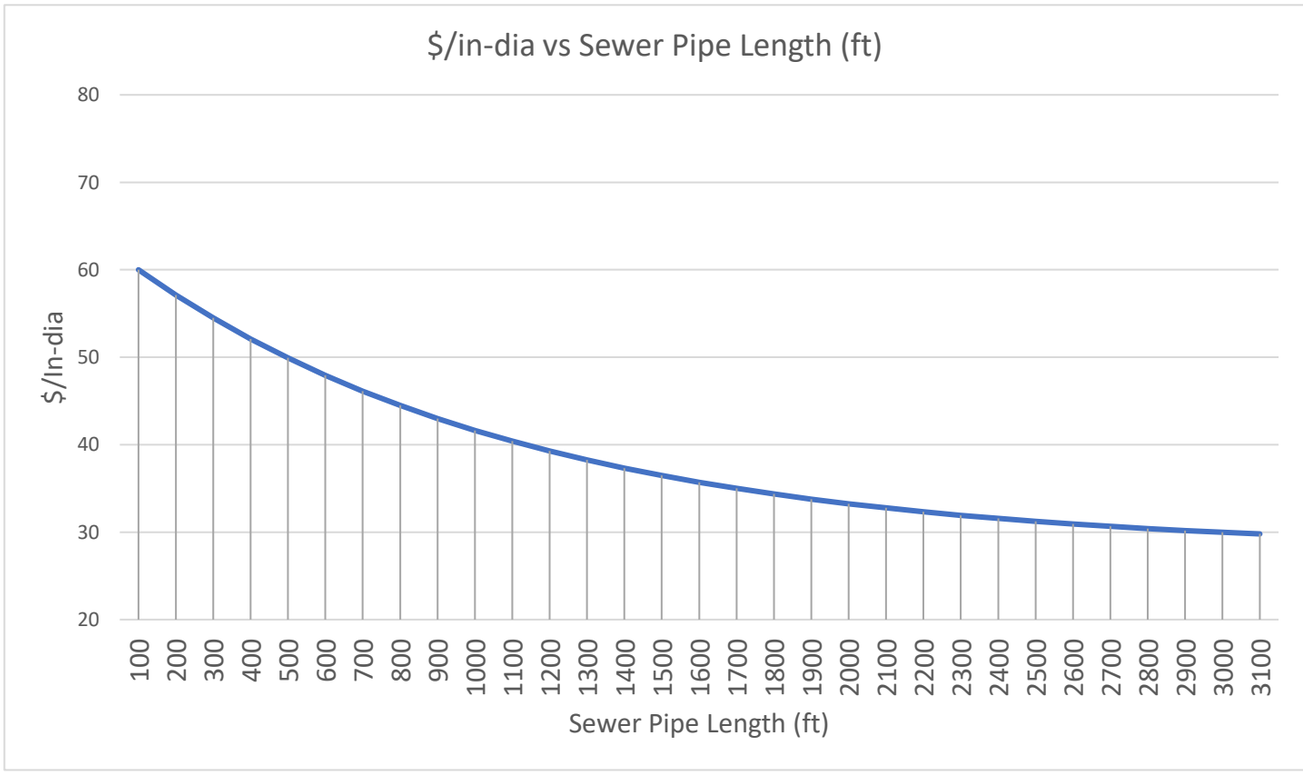
This standard offer does not include:

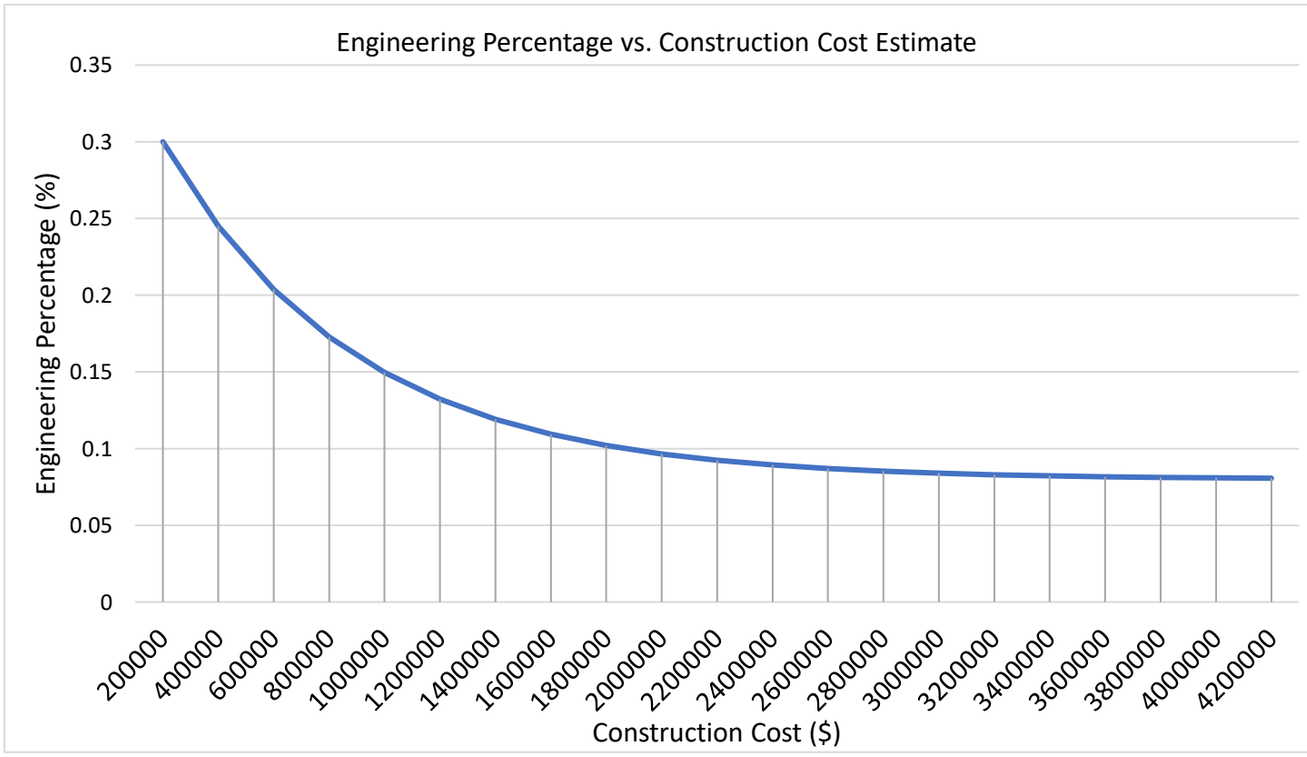
- Approval documentation
- Design documentation
- Proof of testing documentation
- Printed copies and digital off-line versions (e.g. printed versions, CD, pdf, etc.) must be negotiated separately and ordered accordingly.

Appendix E

Project Cost Summary Detail

Multiplier	Percentage
Engineering:	*See Chart Below*
Construction Management:	*Use same as Engineering above*
Engineering Services During Construction:	4%
Environmental:	4%
Administration:	2%





Cajon St, Cypress Ave to Fern Ave, Pipeline Upsizing (P-1)

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Item Total
1	Cajon St 12-inch Replacement	LF	1,350	$456	$ 615,600
				Construction Total	**$ 615,600**
					Soft Costs (Medium Project):
				Engineering (18%)	$ 112,519
				Construction Management (10%)	$ 61,560
				Engineering Services During Construction (2%)	$ 12,312
				Environmental (2%)	$ 12,312
				Administration (2%)	$ 12,312
				Project Total	**$ 827,000**

Cajon St at Citrus Ave Pipeline Upsizing (P-2)

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Item Total
1	Cajon St 15-inch Replacement	LF	100	$960	$ 96,000
				Construction Total	**$ 96,000**
					Soft Costs (Medium Project):
				Engineering (30%)	$ 28,800
				Construction Management (10%)	$ 9,600
				Engineering Services During Construction (2%)	$ 1,920
				Environmental (2%)	$ 1,920
				Administration (2%)	$ 1,920
				Project Total	**$ 141,000**

Alabama St Pipeline Upsizing and Rerouting (P-3)

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Item Total
1	New 36-inch in Alabama St	LF	2,700	$1,116	$ 3,013,200
2	New 24-inch in San Bernardino Ave	LF	920	$1,008	$ 927,360
3	Install concrete plug to abandoned 3,100 LF of 24-inch and 30-inch pipe	LS	1	$1,500	$ 1,500
				Construction Total	**$ 3,942,060**
				Soft Costs (Medium Project):	
				Engineering (10%)	$ 394,206
				Construction Management (10%)	$ 394,206
				Engineering Services During Construction (2%)	$ 78,841
				Environmental (2%)	$ 78,841
				Administration (2%)	$ 78,841
				Project Total	**$ 4,967,000**

Brockton Ave Pipeline Upsizing (P-4)

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Item Total
1	Brockton Ave 10-inch Replacement	LF	350	$520	$ 182,000
				Construction Total	**$ 182,000**
					Soft Costs (Medium Project):
				Engineering (30%)	$ 54,600
				Construction Management (10%)	$ 18,200
				Engineering Services During Construction (2%)	$ 3,640
				Environmental (2%)	$ 3,640
				Administration (2%)	$ 3,640
				Project Total	**$ 266,000**

Citrus Plaza Dr Pipeline Upsizing (P-5)

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Item Total
1	Citrus Plaza Dr 27-inch Replacement	LF	350	$1,404	$ 491,400
				Construction Total	**$ 491,400**
					Soft Costs (Medium Project):
				Engineering (20%)	$ 100,146
				Construction Management (10%)	$ 49,140
				Engineering Services During Construction (2%)	$ 9,828
				Environmental (2%)	$ 9,828
				Administration (2%)	$ 9,828
				Project Total	**$ 671,000**

Nevada St Pipeline Upsizing (P-6)

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Item Total
1	Nevada St 30-inch Replacement	LF	1,900	$1,020	$ 1,938,000
				Construction Total	**$ 1,938,000**
					Soft Costs (Medium Project):
				Engineering (11%)	$ 203,574
				Construction Management (10%)	$ 193,800
				Engineering Services During Construction (2%)	$ 38,760
				Environmental (2%)	$ 38,760
				Administration (2%)	$ 38,760
				Project Total	**$ 2,452,000**

South Ave West of Franklin Ave Pipeline Upsizing (P-7)

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Item Total
1	South Ave 10-inch Replacement	LF	300	$530	$ 159,000
				Construction Total	**$ 159,000**
					Soft Costs (Medium Project):
				Engineering (30%)	$ 47,700
				Construction Management (10%)	$ 15,900
				Engineering Services During Construction (2%)	$ 3,180
				Environmental (2%)	$ 3,180
				Administration (2%)	$ 3,180
				Project Total	**$ 233,000**

Cajon St Between Highland Ave and Cypress Ave Pipeline Upsizing (P-8)

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Item Total
1	Cajon St 12-inch Replacement	LF	2,180	$396	$ 863,280
				Construction Total	**$ 863,280**
					Soft Costs (Medium Project):
				Engineering (16%)	$ 134,014
				Construction Management (10%)	$ 86,328
				Engineering Services During Construction (2%)	$ 17,266
				Environmental (2%)	$ 17,266
				Administration (2%)	$ 17,266
				Project Total	**$ 1,136,000**

South Ave at Franklin Ave Pipeline Upsizing (P-9)

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Item Total
1	South Ave 10-inch Replacement	LF	300	$530	$ 159,000
				Construction Total	**$ 159,000**
					Soft Costs (Medium Project):
				Engineering (30%)	$ 47,700
				Construction Management (10%)	$ 15,900
				Engineering Services During Construction (2%)	$ 3,180
				Environmental (2%)	$ 3,180
				Administration (2%)	$ 3,180
				Project Total	**$ 233,000**

Cajon St at Vine St Pipeline Upsizing (P-10)

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Item Total
1	Cajon St 15-inch Replacement	LF	300	$795	$ 238,500
				Construction Total	**$ 238,500**
					Soft Costs (Medium Project):
				Engineering (29%)	$ 68,916
				Construction Management (10%)	$ 23,850
				Engineering Services During Construction (2%)	$ 4,770
				Environmental (2%)	$ 4,770
				Administration (2%)	$ 4,770
				Project Total	**$ 346,000**

"A City That Works"

City Council/Financing Authority Meeting **I. 12.**

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the purchase of two (2) Mitsubishi Caterpillar Forklift Trucks from Naumann Hobbs in the amount of $68,482.72 (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to approve the purchase of two (2) Mitsubishi Caterpillar Forklift Trucks from Naumann Hobbs in the amount of $68,482.72.

RECOMMENDATION:

Staff recommends City Council authorization for the purchase of two (2) Mitsubishi Caterpillar Forklift Trucks from Naumann Hobbs in the amount of $68,482.72.

DISCUSSION:

The forklifts used at Municipal and Engineering Department (MUED) facilities have exceeded their anticipated service life end dates and require frequent repairs. Water Treatment Plant and Wastewater Treatment Plant staff use these forklifts daily to lift, move, and transport heavy chemical containers, supplies, and other materials to protect employee health and safety, and improve productivity.

Sourcewell, formerly known as National Joint Powers Alliance (NJPA), provides a national cooperative of purchasing opportunities on behalf of its government agency, education institution, tribal entity, and non-profit organization members. Redlands is a Sourcewell member (No. 18877). The Sourcewell procurement system is a competitive process that meets Redlands' procurement requirements. Naumann/Hobbs Material Equipment (Naumann/Hobbs) is an

authorized Mitsubishi Caterpillar Forklift distributor which utilizes the Mitsubishi Caterpillar Forklift America Contract No. 091520-MCF through the Sourcewell procurement system, and is currently the lowest responsive bidder for these forklift trucks. Naumann/Hobbs currently has both forklifts in stock, and available for immediate delivery. There is a small difference in the base price ($871.60) for each forklift related to the production date for each unit.

Staff recommends City Council authorization for the purchase of two (2) Mitsubishi Caterpillar Forklift Trucks from Naumann Hobbs in the amount of $68,482.72 for the Municipal Utilities and Engineering Department.

ALTERNATIVES:

City Council may deny the staff 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:
Daniel J. McHugh, 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:
Fernando Mata, Wastewater Operations Superintendent

Fiscal Impact

Fiscal Year:	FY 21/22
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$33,805.56
Budgeted Y/N:	Y
Account No.:	521900

Discussion:

There is no fiscal impact associated with this purchase since it is included in the FY 21/22 Wastewater Service budget.

Fiscal Year:	FY 21/22
Revenue Generating:	N
Appropriation Required Y/N:	N
Amount:	$34,677.16
Budgeted Y/N:	Y
Account No.:	501900

Discussion:

There is no fiscal impact associated with this purchase since it is included in the FY 21/22 Water Service budget.

Attachments

Sourcewell Contract
Sourcewell Discount
Sourcewell Quote CAT Forklift

091520-MCF

Sourcewell

Solicitation Number: 091520

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mitsubishi Caterpillar Forklift America Inc., 2121 W. Sam Houston Pkwy. N., Houston, TX 77043 (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.

Vendor desires to contract with Sourcewell to provide through its authorized dealers 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 October 26, 2024, unless it is cancelled sooner pursuant to Article 24. 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 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide through its authorized dealers 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.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Ref	Brand / Model	Basic Capacity Range[1] (lbs)	Basic Description (Wheels-Tires, Fuel, etc.)	MLA #091520-MCF Discount off published list price effective 9-1-2021
	CAT LIFT TRUCKS			
	Class 1 - Electric Counterbalanced			
1	EC15N, EC18N, EC18LN	3,000-4,000	4-wheel Cushion	30%
2	EC23N, EC25N, EC25EN, EC25LN, EC30N, EC30LN	4,500-6,500	4-wheel Cushion	30%
3	2ET2500, 2ETC3000, 2ET3000, 2ETC3500, 2ET3500, 2ET4000	2,500-4,000	3-wheel Pneumatic	28%
4	EPC3000, EP3000, EPC3500, EP3500, EP4000	3,000-4,000	4-wheel Pneumatic	30%
5	2EPC5000, 2EP5000, 2EPC6000, 2EP6000, 2EP6500	5,000-6,500	4-wheel Pneumatic	30%
6	2EPC7000, 2EPC8000, 2EP8000, 2EP8500, 2EPC9000, 2EP9000, 2EP10000, 2EP11000	7,000-11,000	4-wheel Pneumatic	30%
	Class 4 - Internal Combustion Cushion Tire			
7	2C3000, 2C3500, 2CC4000, 2C4000, 2C5000, 2C5500, 2C6000, 2C6500	3,000-6,500	LPG	32%
8	2C7000, 2C8000	7,000-8,000	LPG	26%
9	GC35K, GC40K, GC45KC, GC55K, GC60K, GC70K	7,000-15,500	LPG	30%
	Class 5 - Internal Combusion Pneumatic Tire			
10	GP15N, GP18N, GP20CN, GP20N, GP25N, GP28N, GP30N, GP33N, GP35N	3,000-7,000	LPG-Gasoline	32%
11	DP20N, DP25N, DP28N, DP30N, DP33N, DP35N	4,000-7,000	Diesel	32%
12	GPH16N, GPH18N, GPH20N, DPH16N, DPH18N, DPH20N	3,000-4,000	LPG-Gasoline-Diesel Hydrostatic Transmission	29%
13	GPH25N, GPH30N, GPH30LN, GPH35N, DPH25N, DPH30N, DPH30LN, DPH35N	5,000-7,000	LPG-Gasoline-Diesel Hydrostatic Transmission	30%
14	GP40N, GP45N, GP50CN, GP50N, GP55N	8,000-12,000	LPG-Gasoline	30%
15	DP40N, DP45N, DP50CN, DP50N, DP55N	8,000-12,000	Diesel	30%
16	DP70N	15,500	Diesel	28%
	JUNGHEINRICH			
	Class 1 - Electric Counterbalanced			
17	ETG214, ETG216, ETG318	3,000-4,000	Stand-up	30%
18	EFG C15, EFG C18, EFG C18L	3000-4,000	4-wheel Cushion	30%
18	EFG C23, EFG C25, EFG C25E, EFG C25L, EFG C30, EFG C30L	4,500-6,500	4-wheel Cushion	30%
20	EFG 110k, EFG 110, EFG 113, EFG 115	2,000-3,000	3-wheel Pneumatic	28%
21	EFG 213, EFG 216k, EFG 216, EFG 218k, EFG 218, EFG 220	2,500-4,000	3-wheel Pneumatic	28%
22	EFG 316k, EFG 316, EFG 318k, EFG 318, EFG 320	3,000-4,000	4-wheel Pneumatic	30%
23	EFG 425k, EFG 425, EFG 430k, EFG 430, EFG S30	5,000-6,500	4-wheel Pneumatic	30%
24	EFG 535k, EFG 540k, EFG 540, EFG S40, EFG 545k, EFG 545, EFG 550, EFG S50	7,000-11,000	4-wheel Pneumatic	30%
	Class 2 - Electric Warehouse Trucks			
25	ETR 230A, ETR 235A, ETR 340A, ETR 345A, ETR 335DA, ETR 420B, ETR 416DB	3,000-4,500	Pantograph Reach	29%
26	ETV 110, ETV 112	2,200-2,600	Moving Mast Reach	27%
27	ETV 214, ETV 216, ETM 214, ETM 216	3,000-3,500	Moving Mast Reach	27%
28	ETV 318, ETV 320, ETV 325, ETM 325	3,900-5,500	Moving Mast Reach	27%
29	ETV 216i (Lithium Ion)	3,500	Moving Mast Reach	27%
30	ETV C16, ETV C20 - Pneumatic Tire	3,500-4,400	Moving Mast Reach	27%
31	ETV Q20, ETV Q25 - Multidirectional	4,400-5,500	Moving Mast Reach	27%
32	EKS 110	2,200	Low-Level Order Picker	27%
33	EKS 412S, EKS 414S	2,200-3,000	High-Level Order Picker	27%
34	EKS 314	3,000	High-Level Order Picker	31%
35	EKM 202	474	Small Parts Order Picker	27%
36	EFX 410, EFX 413	2,200-2,750	Man-Down Turret	Call
37	EKX 410, EKX 412	2200-2,600	Man-Up Turret	Call
38	EKX 514, EKX 516k, EKX 516	3,000-3,500	Man-Up Turret	Call

	Class 3 - Electric Pallet Trucks, Stackers, and Tow Tractors (Class 6)			
39	EJE M15	3,300	Walkie Pallet Truck	27%
40	EJE 120, EJE 225	4,500-6,000	Walkie Pallet Truck	30%
41	ECR 327, ECR 336	6,000-8,000	End Rider Pallet Truck	30%
42	ECR M27, ECR M36	6,000-8,000	End Rider Pallet Truck	32%
43	ECE 227XL NA, ECE 236XL NA	6,000-8,000	Center Rider Pallet Truck	30%
44	ECE M27, ECE M36	6,000-8,000	Center Rider Pallet Truck	29%
45	ERE 125, ERE 225, ERE225DP	5,500	End Compartment PT	30%
46	ESE 220, ESE 320	4,400	Seated PT	30%
47	EMC 110, EMC B10	2,200	Walkie Stacker	30%
48	EJC 212, EJC 214, EJC 216, EJC 220, EJC 212b, EJC 214b, EJC 216b, EJC 220b	2,600-4,400	Walkie Stacker	30%
49	ERC 212, ERC 214, ERC 216, ERC 220, ERC 212b, ERC 214b, ERC 216b, ERC 220b	2,600-4,400	End Rider Stacker	30%
50	EJG 212, EJG 214, EJG 216	2,600-3,550	Counterbalanced Stacker	26%
51	EZS C40NA, EZS 350NA	8,000-11,000	Tow Tractor	30%
52	EZS 570NA, EZS 580NA, EZS 590NA, EZS 7280	15,400-61,700	Tow Tractor	30%
	MITSUBISHI			
	Class 1 - Electric Counterbalanced			
53	FBCS14N, FBCS16N, FBCS18N	3,000-4,000	Stand-up	30%
54	FB16PNT, FB18PNT, FB20PNT	3,000-4,000	3-wheel Cush or Pneu	28%
55	FB14ANT, FB16ACNT, FB16ANT, FB18ACNT, FB18ANT, FB20ANT	2,700-4,000	3-Wheel Pneumatic	30%
56	FB16ACN, FB18AN, FB18ACN, FB18AN, FB20AN	3,000-4,000	4-Wheel Pneumactic	30%
58	FBC15N, FBC18N, FBC18LN	3000-4,000	4-wheel Cushion	30%
59	FBC23N, FBC25N, FBC25EN, FBC25LN, FBC30N, FBC30LN	4,500-6,500	4-wheel Cushion	30%
	Class 2 - Electric Warehouse Trucks			
60	ESR15N2, ESR18N2, ESR20N2, ESR23N2, EDR18N2, ESR23LN, EDR18LN	3,000-4,500	Pantograph Reach	29%
61	EOP15N3	3,000	High-Level Order Picker	31%
	Class 3 - Electric Pallet Trucks and Stackers			
62	PW23, PW30	4,500-6,000	Walkie Pallet Truck	30%
63	PWR30A, PWR40A	6,000-8,000	End Rider Pallet Truck	30%
64	PWR27M, PWR36M	6,000-8,000	End Rider Pallet Truck	32%
65	PMCR27M, PMCR36M	6,000-8,000	Center Rider Pallet Truck	29%
66	PWF11, PWT11	2,200	Walkie Stacker	30%
67	PWT13, PWT15, PWT18	2,600-3,500	Walkie Stacker	30%
68	PMT45M	10,000	Tow Tractor	26%
	Class 4 - Internal Combustion Cushion Tire			
69	FGC15N, FGC18N, FGC20CN, FGC20N, FGC25N, FGC28N, FGC30N, FGC33N	3,000-6,500	LPG	32%
70	FGC35CN, FGC40CN	7,000-8,000	LPG	26%
71	FGC35K, FGC40K, FGC45K, FGC55K, FGC60K, FGC70K	7,000-15,500	LPG	30%
	Class 5 - Internal Combusion Pneumatic Tire			
72	FG15N, FG18N, FG20CN, FG20N, FG25N, FG28N, FG30N, FG33N, FG35N	3,000-7,000	LPG-Gasoline	32%
73	FD20N, FD25N, FD28N, FD30N, FD33N, FD35N	4,000-7,000	Diesel	32%
74	FG40N, FG45N, FG50CN, FG50N, FG55N	8,000-12,000	LPG-Gasoline	30%
75	FD40N, FD45N, FD50CN, FD50N, FD55N	8,000-12,000	Diesel	30%
76	FD70N	15,500	Diesel	28%
77	FD100L6P, FD120L6P, FD127L6P, FD140L6P, FD150L6P, FD160L6P, FD180L6P, FD160L9P, FD100L12P, FD120L12P, FD150L12P, FD160L12P	22,000-40,000	Diesel	27%

QUOTATION

1600 E Mission Rd
San Marcos, CA 92069 U.S.A

PREPARED FOR	
Customer:	City Of Redlands Sourcewell #091520-MCF
Address:	1270 West Park Avenue
	Redlands, CA 92373

REFERENCE	
Effective From:	Thursday, March 3, 2022
Effective To:	Saturday, April 2, 2022
Quote #:	597012 Rev#6
Account Manager:	Joel Palomares
Direct Phone:	909-637-0041
E-mail:	eddie.orozco@nhmh.com

GP25N5 - 5000 LB CAPACITY LP PNEUMATIC TIRE FORKLIFT

HIGHLIGHTS



Uncompromising Performance

- Powerful GK25 4 Cylinder Engine
  - Maximum Torque 129 ft-lb @ 1600 rpm
  - Maximum Horsepower 61 Hp @ 2700 rpm
  - Throttle by Wire Accelerator (no cable)
  - High Efficiency Aluminum Cylinder Heads
  - Individual High Energy Ignition Coils (no distributor)
  - Low vibration Dynamically Balanced
- Engine Protection System (EPS)
- Fuel saver mode reducing fuel consumption up to 14%
- Cyclone Air Filter
- High efficiency Aluminum Core Radiator
- Robust Powershift Automatic Transmission 1F/1R
- Transmission Oil Cooler
- Hydrostatic Power Steering
- Elevated Air Intake
- Maintenance Free Battery
- Premium long lasting Trelleborg Tires
- 500 Hour Service Intervals

Superior Operator Comfort

- Premium Full Suspension Grammer Seat
- Tilt Steering Column with Memory function
- Isolated (Rubber mounted) Key Components to reduce vibration
- Rubber floor mat
- Insulated Engine cover
- Convenience tray with clipboard holder
- Separate Brake and Inching Pedals
- Elongated Grab handle Bar
- Open Step with Anti Slip Plate
- Electronic Direction Control
- Premium tires with 3 layers construction for an extra comfortable ride

Added Operator Protection and Awareness

- LED work lights
- Premium LCD/LED Display
- Presence Detection System (PDS)
- Dual Action Parking Brake Handle
- Ground speed control
- Password lock
- Anti-Restart Ignition Key Switch
- Transmission Return to Neutral for Start

KEY FEATURES & BENEFITS	
EXCEPTIONAL PERFORMANCE	After years of expertise and leadership in material handling solutions, Cat® lift trucks engineered a game changing powertrain for exceptional performance in the toughest material handling conditions. The GK engine family is the industry's most powerful and respected industrial engine family in its class. The engines delivers outstanding performance while maintaining the highest standards of durability and reliability. With a proven track record for quality and dependability, the rugged PowerShift transmission delivers a remarkable performance optimizing engine power and response.
OPERATOR COMFORT	A forklift's productivity is not only measured by a strong powertrain, but also by its operator comfort and efficiency. This is why Cat® lift trucks designed an ergonomic operator compartment optimizing comfort, visibility and productivity for long and demanding shifts.
PRESENCE DETECTION SYSTEM	The Patented PDS system, standard on all Cat® lift trucks helps ensure that the operator is following the correct operating procedures. Once the operator leaves the seat and does not engage the park brake, the PDS will disengage the transmission and all hydraulic functions to the mast while activating an audible alarm and a flashing visual warning.
ENGINE PROTECTION SYSTEM	The EPS monitors the Engine Coolant Temperature, Transmission Oil Temperature and Engine Oil Pressure. The system issues a warning and cuts back on engine rpm when parameters go out of range. It also monitors the brake fluid level and warns when the level is too low. The EPS also issues periodic maintenance alerts by displaying them on the screen.
PREMIUM LED/LCD DISPLAY	The standard premium LED/LCD display is connected to the monitoring system alerting the operator if one of the systems is not in check. It includes a Speedometer, Hour Meter, Clock, Travel Direction, Low Fuel Indicator or Fuel Gage, Coolant Temperature, Battery Charging Status, Operator Passcode capability and other systems-related indicators & warnings.

CONFIGURATION		
INVENTORY	1	5000 LB CAPACITY LP PNEUMATIC TIRE FORKLIFT
MAGELLAN 188 MFH/84.5 OALH/36 FFH TRIPLEX	1	MAGELLAN 188 MFH/84.5 OALH/36 FFH TRIPLEX
39.5 WIDE ITA CLASS II HANG-ON SIDESHIFTER	1	39.5 WIDE ITA CLASS II HANG-ON SIDESHIFTER
SINGLE FUNCTION INTERNAL HOSING - TRIPLEX MAST	1	SINGLE FUNCTION INTERNAL HOSING - TRIPLEX MAST
FKS 1.6X3.9X42 HOOK PALLET 9410615020	2	FKS 1.6X3.9X42 HOOK PALLET 9410615020
REAR GRAB HANDLE WITH HORN BUTTON	1	REAR GRAB HANDLE WITH HORN BUTTON
SOLID PNEUMATIC SINGLE DRIVE & STEER TIRES	1	SOLID PNEUMATIC SINGLE DRIVE & STEER TIRES
FULL SUSPENSION VINYL SEAT - CAT STD	1	FULL SUSPENSION VINYL SEAT - CAT STD
STEEL LP TANK HORIZONTAL FILL - 33.5#	1	STEEL LP TANK HORIZONTAL FILL - 33.5#
EPA COMPLIANT	1	EPA COMPLIANT
UL APPROVED	1	UL APPROVED
SINGLE SPEED POWERSHIFT TRANSMISSION	1	SINGLE SPEED POWERSHIFT TRANSMISSION

GP25N5 - 5000 LB CAPACITY LP PNEUMATIC TIRE FORKLIFT

GK25 2.5L 4 CYLINDER GAS & LPG ENGINE	1	GK25 2.5L 4 CYLINDER GAS & LPG ENGINE
39.5 WIDE ITA CLASS II HOOK TYPE CARRIAGE	1	39.5 WIDE ITA CLASS II HOOK TYPE CARRIAGE
STANDARD LOAD BACKREST	1	STANDARD LOAD BACKREST
3-SECTION VALVE	1	3-SECTION VALVE
STANDARD TILT CYLINDERS	1	STANDARD TILT CYLINDERS
STANDARD OVERHEAD GUARD	1	STANDARD OVERHEAD GUARD
PREMIUM LCD/LED DISPLAY	1	PREMIUM LCD/LED DISPLAY
ENGINE PROTECTION SYSTEM	1	ENGINE PROTECTION SYSTEM
SEPARATE BRAKE & INCHING PEDALS	1	SEPARATE BRAKE & INCHING PEDALS
GROUND SPEED CONTROL	1	GROUND SPEED CONTROL
FUEL SAVER MODE	1	FUEL SAVER MODE
ALUMINUM CORE CORRUGATED FIN RADIATOR	1	ALUMINUM CORE CORRUGATED FIN RADIATOR
PRESENCE DETECTION SYSTEM	1	PRESENCE DETECTION SYSTEM
HEAVY DUTY COUNTERWEIGHT GRILL	1	HEAVY DUTY COUNTERWEIGHT GRILL
ELECTRONIC BACK-UP ALARM	1	ELECTRONIC BACK-UP ALARM
REAR LED STOP/TAIL/BACK-UP COMBINATION LIGHTS	1	REAR LED STOP/TAIL/BACK-UP COMBINATION LIGHTS
TWO FORWARD LED WORKING LIGHTS ON OHG	1	TWO FORWARD LED WORKING LIGHTS ON OHG
ORANGE SEAT BELT	1	ORANGE SEAT BELT
RUBBER FLOOR MAT RUBBER FLOOR MAT	1	RUBBER FLOOR MAT RUBBER FLOOR MAT
OPERATOR CONVENIENCE TRAY WITH CLIPBOARD HOLDER	1	OPERATOR CONVENIENCE TRAY WITH CLIPBOARD HOLDER
HORIZONTAL TANK BRACKET	1	HORIZONTAL TANK BRACKET
ENGLISH LANGUAGE MARKINGS	1	ENGLISH LANGUAGE MARKINGS

GP25N5 INVESTMENT SUMMARY

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	CAT 5000 LB CAPACITY LP PNEUMATIC TIRE FORKLIFT	$30,653.20	$30,653.20	
	COMMODITY SURCHARGE	$2,362.36	$2,362.36	
	Extended Warranty - 24 Months/Unlimited Hours Full Coverage; 36 Months/6000 Hours Powertrain $790.00			
	SPECIFIED INVESTMENT TOTAL:		$33,805.56	

GP25N5 WARRANTY

Extended Warranty - 24 Months/Unlimited Hours Full Coverage; 36 Months/6000 Hours Powertrain

Payment by any other means than cash is subject to a 3% convenience fee.

Net balance due at delivery (if not financed) _____ (initial)

ACCEPTANCE AS CONTRACT OF SALE

Authorized agent understands and agrees to the Terms and Conditions as included with this Quote

City Of Redlands	Naumann Hobbs
Authorized Agent Signature	Authorized Agent Signature
Date Signed	Date Signed
Printed name	Eddie Orozco Printed name
Title/Position	Account Manager Title/Position
Customer Purchase Order Number	

Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.

1. Before becoming effective, this Quotation must be signed by the Seller, at which time it becomes the Purchaser's Order. Seller unconditionally reserves the right to accept or reject this Purchaser's Order at its sole discretion. When accepted by Seller, this Purchaser's Order shall become a binding contract.
2. Any delivery or shipment date quoted is approximate and subject to delays caused by civil insurrection, war, fire, strike, acts of God, shortages of materials, or failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, any priorities imposed by any government or agency, or any other factor or event beyond the control of Seller or the manufacturer. No delay in shipment or delivery will give rise to any liability for damages, including but not limited to, incidental or consequential damages, and customer waives and releases any such claim. Customer's acceptance of goods also constitutes a waiver of any claim for delay.
3. Purchaser to reject nonconforming goods, or a nonconforming tender only if such nonconformity impairs the value of the goods by more than ten (10%) of the contract price. Purchaser's failure to give notice of any claim within ten (10) days from the date of delivery shall constitute an unqualified acceptance of the goods and a waiver by Purchaser of all claims with respect to the goods. Seller shall have the right to cure nonconformities in the goods or in their tender, provided that Seller notifies the Purchaser within ten (10) days of notification of the nonconformity of its intent to cure. Any such cure must occur within fourteen (14) days of the notification of the nonconformity.
4. In considerations of Seller selling Purchaser goods from time to time, and for other good and valuable consideration, Purchaser grants to Seller a continuing first purchase money security interest and lien in the following as security for the payment to the Seller of the purchase price for goods sold by Seller to Purchaser and for all other amounts due from Purchaser to Seller from time to time: (a) all goods purchased from Seller by Purchaser; (b) all inventory of Purchaser now owned or subsequently acquired from Seller; (c) all proceeds of the foregoing; and all accounts resulting from the foregoing. This lien will constitute a continuing purchase money security interest. Seller may file a photocopy of this agreement as a financing statement. Purchaser agrees to sign and deliver to Seller for filing a UCC-1 financing statement on Seller's request at any time.
5. The risk of loss or damage to goods will pass to Purchaser when placed with a common carrier at the F.O.B. point for delivery to customer. Insurance against loss or damage to the goods during shipment is the Purchaser's responsibility.
6. All sales are final and may not be revoked, canceled or returned by Purchaser, unless Seller specifically agrees in advance in writing.
7. Purchaser will be conclusively deemed to have accepted and agreed to any invoice from Seller (including but not limited to the price, quantity, quality, and description of the goods as stated on the invoice and any and all terms, provisions, conditions, agreements, representations and warranties on the invoices), unless Seller received written objection to the invoice from the customer within ten (10) days after the date the invoice is sent to Purchaser.
8. Purchaser warrants that any equipment traded, as described herein and for which trade-in allowance is given, shall be free and clear of all encumbrances.
9. If the product sold is a pallet rack system, Purchaser acknowledges that installation of the pallet racks will not result in damage or alteration to the building. The pallet rack system is a finished product and will remain the personal property of the Purchaser. The pallet rack system may be removed after installation without damage to the building and shall not become a fixed part of the structure. Further, permits may be required from various government agencies to maintain a pallet racking system. Seller's services include acquiring necessary permits. To the extent such permits are necessary and Purchaser determines not to utilize Seller's services, Purchaser acknowledges it is assuming responsibility for acquiring said permits: (Purchaser's initials).
10. In the event of suit by Seller on this Purchase Agreement on account of Purchaser's breach thereof, Seller shall be entitled to recover the costs and expenses of such suit and related proceedings, including reasonable attorney's fees.
11. Once Purchaser agrees to terms and conditions of this agreement and fails to comply with payment terms or returns machine with use, Naumann Hobbs retains the right to charge rental, at our published rate, for the time machine was in possession of the Purchaser.
12. Seller's Liability on any claim of any kind, including but not limited to warranty, negligence, strict liability, and any other cause of action, for any loss or damage arising out of, connected with, or resulting from the performance or breach of the terms of sale of any goods, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of any goods or services or part of those goods or services will in no case exceed the purchase price allocable to the goods or services or part of those goods or services that gives rise to the claim.
13. Purchaser assumes all responsibility for use of the goods and for training the persons who will use the goods. Purchaser will indemnify, defend and hold Seller harmless from any claim, demand, loss, liability, damage or expenses arising in any way from use of the goods by Purchaser or its employees, agents, contractors, assigns or successors.
14. Seller makes no representation whatsoever with regard to whether any goods comply with the Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act (ADA), or any other federal state or local statute, law, ordinance or ruling. Seller is not responsible for any use of the goods. Purchaser will be responsible for safe use of all goods.

TERMS & CONDITIONS OF WARRANTIES

A. NEW WARRANTY

Equipment or machinery described herein as new is sold subject to such warranties as are made in writing by the manufacturer thereof. Seller does not guarantee or otherwise assure performance of the manufacturer's warranty. Any claim on account of any such warranty will be made solely against the manufacturer and, notwithstanding and such claim, the purchase price will be paid on the terms set forth in the Purchase Agreement and Invoice. If there is no warranty provided by the manufacturer, then the goods are sold "as is". SUCH WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR PURPOSE; SELLER SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES OR LIABILITY EITHER DIRECT OR CONSEQUENTIAL.

A.USED WARRANTY CONDITIONS

THE USED MACHINERY AND EQUIPMENT SUBJECT TO THIS AGREEMENT IS SOLD "AS IS" AND "WITH ALL FAULTS". SELLER MAKES NO WARRANTY RELATED TO THE TITLE OF THE GOODS FOR SALE UNDER THIS AGREEMENT, NOR TO THE RIGHTFUL TRANSFER OF THE GOODS, NOR TO THE EXISTENCE OF SECURITY INTEREST, LIENS, OR OTHER ENCUMBRANCES AGAINST THE GOODS. HOWEVER, SELLER WARRANTS THAT, AT THE TIME OF SALE, SELLER DID NOT KNOW OF ANY HOSTILE CLAIM OF TITLE OR ANY ENCUMBRANCES AGAINST THE GOODS FOR SALE UNDER THIS AGREEMENT.

QUOTATION

1600 E Mission Rd
San Marcos, CA 92069 U.S.A

PREPARED FOR	
Customer:	City Of Redlands Sourcewell # 091520-MCF
Address:	1270 West Park Avenue
	Redlands, CA 92373

REFERENCE	
Effective From:	Thursday, March 10, 2022
Effective To:	Saturday, April 9, 2022
Quote #:	598831 Rev#8
Account Manager:	Joel Palomares
Direct Phone:	909-637-0041
E-mail:	eddie.orozco@nhmh.com

GP25N5 - 5000 LB CAPACITY LP PNEUMATIC TIRE FORKLIFT

HIGHLIGHTS



Uncompromising Performance

- Powerful GK25 4 Cylinder Engine
  - Maximum Torque 129 ft-lb @ 1600 rpm
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  - Low vibration Dynamically Balanced
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Added Operator Protection and Awareness

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- Ground speed control
- Password lock
- Anti-Restart Ignition Key Switch
- Transmission Return to Neutral for Start

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CONFIGURATION

INVENTORY	1	5000 LB CAPACITY LP PNEUMATIC TIRE FORKLIFT
MAGELLAN 188 MFH/84.5 OALH/36 FFH TRIPLEX	1	MAGELLAN 188 MFH/84.5 OALH/36 FFH TRIPLEX
	1	Extended Warranty - 24 Months/Unlimited Hours Full Coverage; 36 Months/6000 Hours Powertrain
39.5 WIDE ITA CLASS II HANG-ON SIDESHIFTER	1	39.5 WIDE ITA CLASS II HANG-ON SIDESHIFTER
SINGLE FUNCTION INTERNAL HOSING - TRIPLEX MAST	1	SINGLE FUNCTION INTERNAL HOSING - TRIPLEX MAST
FKS 1.6X3.9X42 HOOK PALLET 9410615020	2	FKS 1.6X3.9X42 HOOK PALLET 9410615020
REAR GRAB HANDLE WITH HORN BUTTON	1	REAR GRAB HANDLE WITH HORN BUTTON
SOLID PNEUMATIC SINGLE DRIVE & STEER TIRES	1	SOLID PNEUMATIC SINGLE DRIVE & STEER TIRES
FULL SUSPENSION VINYL SEAT - CAT STD	1	FULL SUSPENSION VINYL SEAT - CAT STD
STEEL LP TANK HORIZONTAL FILL - 33.5#	1	STEEL LP TANK HORIZONTAL FILL - 33.5#
EPA COMPLIANT	1	EPA COMPLIANT
UL APPROVED	1	UL APPROVED

GP25N5 - 5000 LB CAPACITY LP PNEUMATIC TIRE FORKLIFT

SINGLE SPEED POWERSHIFT TRANSMISSION	1	SINGLE SPEED POWERSHIFT TRANSMISSION
GK25 2.5L 4 CYLINDER GAS & LPG ENGINE	1	GK25 2.5L 4 CYLINDER GAS & LPG ENGINE
39.5 WIDE ITA CLASS II HOOK TYPE CARRIAGE	1	39.5 WIDE ITA CLASS II HOOK TYPE CARRIAGE
STANDARD LOAD BACKREST	1	STANDARD LOAD BACKREST
3-SECTION VALVE	1	3-SECTION VALVE
STANDARD TILT CYLINDERS	1	STANDARD TILT CYLINDERS
STANDARD OVERHEAD GUARD	1	STANDARD OVERHEAD GUARD
PREMIUM LCD/LED DISPLAY	1	PREMIUM LCD/LED DISPLAY
ENGINE PROTECTION SYSTEM	1	ENGINE PROTECTION SYSTEM
SEPARATE BRAKE & INCHING PEDALS	1	SEPARATE BRAKE & INCHING PEDALS
GROUND SPEED CONTROL	1	GROUND SPEED CONTROL
FUEL SAVER MODE	1	FUEL SAVER MODE
ALUMINUM CORE CORRUGATED FIN RADIATOR	1	ALUMINUM CORE CORRUGATED FIN RADIATOR
PRESENCE DETECTION SYSTEM	1	PRESENCE DETECTION SYSTEM
HEAVY DUTY COUNTERWEIGHT GRILL	1	HEAVY DUTY COUNTERWEIGHT GRILL
ELECTRONIC BACK-UP ALARM	1	ELECTRONIC BACK-UP ALARM
REAR LED STOP/TAIL/BACK-UP COMBINATION LIGHTS	1	REAR LED STOP/TAIL/BACK-UP COMBINATION LIGHTS
TWO FORWARD LED WORKING LIGHTS ON OHG	1	TWO FORWARD LED WORKING LIGHTS ON OHG
ORANGE SEAT BELT	1	ORANGE SEAT BELT
RUBBER FLOOR MAT RUBBER FLOOR MAT	1	RUBBER FLOOR MAT RUBBER FLOOR MAT
OPERATOR CONVENIENCE TRAY WITH CLIPBOARD HOLDER	1	OPERATOR CONVENIENCE TRAY WITH CLIPBOARD HOLDER
HORIZONTAL TANK BRACKET	1	HORIZONTAL TANK BRACKET
ENGLISH LANGUAGE MARKINGS	1	ENGLISH LANGUAGE MARKINGS

GP25N5 INVESTMENT SUMMARY

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	CAT 5000 LB CAPACITY LP PNEUMATIC TIRE FORKLIFT	$31,524.80	$31,524.80	
	COMMODITY SURCHARGE	$2,362.36	$2,362.36	
	Extended Warranty - 24 Months/Unlimited Hours Full Coverage; 36 Months/6000 Hours Powertrain $790.00			
SPECIFIED INVESTMENT TOTAL:			$34,677.16	

GP25N5 WARRANTY

Payment by any other means than cash is subject to a 3% convenience fee.

Net balance due at delivery (if not financed) _____ (initial)

ACCEPTANCE AS CONTRACT OF SALE

Authorized agent understands and agrees to the Terms and Conditions as included with this Quote

City Of Redlands	Naumann Hobbs
Authorized Agent Signature	Authorized Agent Signature
Date Signed	Date Signed
Printed name	Eddie Orozco Printed name
Title/Position	Account Manager Title/Position
Customer Purchase Order Number	

Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.

1. Before becoming effective, this Quotation must be signed by the Seller, at which time it becomes the Purchaser's Order. Seller unconditionally reserves the right to accept or reject this Purchaser's Order at its sole discretion. When accepted by Seller, this Purchaser's Order shall become a binding contract.
2. Any delivery or shipment date quoted is approximate and subject to delays caused by civil insurrection, war, fire, strike, acts of God, shortages of materials, or failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, any priorities imposed by any government or agency, or any other factor or event beyond the control of Seller or the manufacturer. No delay in shipment or delivery will give rise to any liability for damages, including but not limited to, incidental or consequential damages, and customer waives and releases any such claim. Customer's acceptance of goods also constitutes a waiver of any claim for delay.
3. Purchaser to reject nonconforming goods, or a nonconforming tender only if such nonconformity impairs the value of the goods by more than ten (10%) of the contract price. Purchaser's failure to give notice of any claim within ten (10) days from the date of delivery shall constitute an unqualified acceptance of the goods and a waiver by Purchaser of all claims with respect to the goods. Seller shall have the right to cure nonconformities in the goods or in their tender, provided that Seller notifies the Purchaser within ten (10) days of notification of the nonconformity of its intent to cure. Any such cure must occur within fourteen (14) days of the notification of the nonconformity.
4. In considerations of Seller selling Purchaser goods from time to time, and for other good and valuable consideration, Purchaser grants to Seller a continuing first purchase money security interest and lien in the following as security for the payment to the Seller of the purchase price for goods sold by Seller to Purchaser and for all other amounts due from Purchaser to Seller from time to time: (a) all goods purchased from Seller by Purchaser; (b) all inventory of Purchaser now owned or subsequently acquired from Seller; (c) all proceeds of the foregoing; and all accounts resulting from the foregoing. This lien will constitute a continuing purchase money security interest. Seller may file a photocopy of this agreement as a financing statement. Purchaser agrees to sign and deliver to Seller for filing a UCC-1 financing statement on Seller's request at any time.
5. The risk of loss or damage to goods will pass to Purchaser when placed with a common carrier at the F.O.B. point for delivery to customer. Insurance against loss or damage to the goods during shipment is the Purchaser's responsibility.
6. All sales are final and may not be revoked, canceled or returned by Purchaser, unless Seller specifically agrees in advance in writing.
7. Purchaser will be conclusively deemed to have accepted and agreed to any invoice from Seller (including but not limited to the price, quantity, quality, and description of the goods as stated on the invoice and any and all terms, provisions, conditions, agreements, representations and warranties on the invoices), unless Seller received written objection to the invoice from the customer within ten (10) days after the date the invoice is sent to Purchaser.
8. Purchaser warrants that any equipment traded, as described herein and for which trade-in allowance is given, shall be free and clear of all encumbrances.
9. If the product sold is a pallet rack system, Purchaser acknowledges that installation of the pallet racks will not result in damage or alteration to the building. The pallet rack system is a finished product and will remain the personal property of the Purchaser. The pallet rack system may be removed after installation without damage to the building and shall not become a fixed part of the structure. Further, permits may be required from various government agencies to maintain a pallet racking system. Seller's services include acquiring necessary permits. To the extent such permits are necessary and Purchaser determines not to utilize Seller's services, Purchaser acknowledges it is assuming responsibility for acquiring said permits: (Purchaser's initials).
10. In the event of suit by Seller on this Purchase Agreement on account of Purchaser's breach thereof, Seller shall be entitled to recover the costs and expenses of such suit and related proceedings, including reasonable attorney's fees.
11. Once Purchaser agrees to terms and conditions of this agreement and fails to comply with payment terms or returns machine with use, Naumann Hobbs retains the right to charge rental, at our published rate, for the time machine was in possession of the Purchaser.
12. Seller's Liability on any claim of any kind, including but not limited to warranty, negligence, strict liability, and any other cause of action, for any loss or damage arising out of, connected with, or resulting from the performance or breach of the terms of sale of any goods, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of any goods or services or part of those goods or services will in no case exceed the purchase price allocable to the goods or services or part of those goods or services that gives rise to the claim.

13. Purchaser assumes all responsibility for use of the goods and for training the persons who will use the goods. Purchaser will indemnify, defend and hold Seller harmless from any claim, demand, loss, liability, damage or expenses arising in any way from use of the goods by Purchaser or its employees, agents, contractors, assigns or successors.

14. Seller makes no representation whatsoever with regard to whether any goods comply with the Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act (ADA), or any other federal state or local statute, law, ordinance or ruling. Seller is not responsible for any use of the goods. Purchaser will be responsible for safe use of all goods.

TERMS & CONDITIONS OF WARRANTIES

A. NEW WARRANTY

Equipment or machinery described herein as new is sold subject to such warranties as are made in writing by the manufacturer thereof. Seller does not guarantee or otherwise assure performance of the manufacturer's warranty. Any claim on account of any such warranty will be made solely against the manufacturer and, notwithstanding and such claim, the purchase price will be paid on the terms set forth in the Purchase Agreement and Invoice. If there is no warranty provided by the manufacturer, then the goods are sold "as is". SUCH WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR PURPOSE; SELLER SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES OR LIABILITY EITHER DIRECT OR CONSEQUENTIAL.

A.USED WARRANTY CONDITIONS

THE USED MACHINERY AND EQUIPMENT SUBJECT TO THIS AGREEMENT IS SOLD "AS IS" AND "WITH ALL FAULTS". SELLER MAKES NO WARRANTY RELATED TO THE TITLE OF THE GOODS FOR SALE UNDER THIS AGREEMENT, NOR TO THE RIGHTFUL TRANSFER OF THE GOODS, NOR TO THE EXISTENCE OF SECURITY INTEREST, LIENS, OR OTHER ENCUMBRANCES AGAINST THE GOODS. HOWEVER, SELLER WARRANTS THAT, AT THE TIME OF SALE, SELLER DID NOT KNOW OF ANY HOSTILE CLAIM OF TITLE OR ANY ENCUMBRANCES AGAINST THE GOODS FOR SALE UNDER THIS AGREEMENT.

"A City That Works"

City Council/Financing Authority Meeting **I. 13.**

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the purchase of one 4-Post Vehicle Lift from Stertil-Koni in the amount of $83,911.69 (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 the purchase of one 4-Post Vehicle Lift from Stertil-Koni in the amount of $83,911.69.

RECOMMENDATION:

Staff recommends that City Council approve the purchase of one 4-Post Vehicle Lift from Stertil-Koni in the amount of $83,911.69 for the City's Equipment Maintenance Division.

DISCUSSION:

The City of Redlands Equipment Maintenance Division (Division) maintains in-ground lifts for the purpose of lifting equipment in order to provide maintenance and repair. The Division ensures that these in-ground lifts meet safety and compliance regulations with American National Standards Institute (ANSI), Automotive Lift Institute (ALI), and Automotive Lift Construction Testing and Validation (ALCTV). During the recent inspection and testing of the in-ground lifts, it was determined that as the lift is now 35 years old, the lift's life expectancy has passed, and no longer meets certification requirements. As such, staff decommissioned the heavy-duty 2-point lift from service and will be replacing it with a new Stertil-Koni 4-post vehicle lift.

In accordance with the City's procurement guidelines, staff obtained a cooperative contract price for the Stertil-Koni 4-post vehicle lift through Sourcewell (formerly NJPA). By utilizing the Sourcewell cooperative purchasing,

the City can benefit from the combined purchasing power of more than 50,000 government, education, and nonprofit organizations. Staff is recommending the City Council approve the purchase of one Stertil-Koni 4-post vehicle lift through Sourcewell Contract #013020. This contract has been solicited and awarded and conforms to the City's procurement policies.

ALTERNATIVES:

City Council may choose to reject the proposed purchase; however, doing so would result in the City not having an equipment lift that is compliant with ANSI, ALI and ALCTV.

STRATEGIC PLAN:

Supports Priority D - Sustainability; Strategic Objective 3 - Infrastructure

SUBMITTED BY:
Assistant City Manager Boatman

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

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

PREPARED BY:
Monica Duran, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2021-22
Amount:	$83,911.69
Budgeted Y/N:	Yes
Account No.:	607900

Discussion:

Sufficient funding for this service is included in the Equipment Maintenance Division's (607900) budget for Fiscal Year 2021-22 as approved by City Council.

Attachments

A. Sourcewell Contract
B. Stertil-Koni Quote 3263 v3
C. Cooperative Purchasing Documents

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Sourcewell

Solicitation Number: RFP#013020

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Stertil-Koni USA Inc.**, 200 Log Canoe Circle, Stevensville, MD 21666 (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 its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

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 April 13, 2024, unless it is cancelled sooner pursuant to Article 24. 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 16 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.

All Equipment and Products provided under this Contract must be new/current model. 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 Member in advance, Equipment or Products must be delivered as operational to the Member's site.

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This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers 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.

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

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 Members. Members 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.

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Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members 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 Members.

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:

- 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)
- 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 be become an amendment to this Contract and be incorporated by reference.

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5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. MEMBERSHIP. Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member'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 Member's use of this Contract is at the Member's sole convenience and Members 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 membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members 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 Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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D. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Member 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 Member 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.

E. TERMINATION OF PURCHASE ORDERS. Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

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 Member inquiries; and
- Business reviews to Sourcewell and Members, 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 members, 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).

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The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member 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 Members. The Vendor will submit a check payable 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 Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (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 thirty (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.

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10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. 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.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. FEDERAL TRANSIT ADMINISTRATION. Sourcewell reserves the right to amend this Contract to include requirements relating to any subsequent changes affecting the use of inter-governmental cooperative purchasing agreements by FTA grant recipients.

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.

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, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

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13. 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.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. 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.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. 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.

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17. 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.

18. 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.

19. 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 thirty (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 Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member 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 liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. 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). 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

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).
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.

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Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *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. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. 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 name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

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"work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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.

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. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of $10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must 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 status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. 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 any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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 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.

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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.

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

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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 three (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 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 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

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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.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (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. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 4/11/2020 | 6:48 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO

Date: 4/11/2020 | 6:28 PM CDT

Stertil-Koni USA Inc.

DocuSigned by:
By: Jean DellAmore
5963AB5C115C4C9...

Jean DellAmore
Title: President

Date: 4/10/2020 | 9:06 AM PDT

RFP 013020 - Vehicle Lifts, with Garage and Fleet Maintenance Equipment

Vendor Details

Company Name:	Stertil-Koni USA, Inc.
Address:	200 Log Canoe Circle Stevensville, MD 21666
Contact:	Kellie Boehm
Email:	kellie@stertil-koni.com
Phone:	410-643-4434 106
Fax:	410-643-8901
HST#:	52-2010741

Submission Details

Created On:	Tuesday December 17, 2019 09:55:33
Submitted On:	Thursday January 30, 2020 11:15:09
Submitted By:	Kellie Boehm
Email:	kellie@stertil-koni.com
Transaction #:	b4fd0289-5c80-4535-ace9-7a32d3177a3a
Submitter's IP Address:	24.145.93.156

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" 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):	Stertil-Koni USA, Inc.	*
2	Proposer Address:	200 Log Canoe Circle Stevensville, MD 21666	*
3	Proposer website address:	https://stertil-koni.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):	Jean DellAmore, President 200 Log Canoe Circle, Stevensville, MD 21666 jdellamore@stertil-koni.com - 410.643.9001	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kellie Boehm, Administrative Sales Manager 200 Log Canoe Circle, Stevensville, MD 21666 kellie@stertil-koni.com - 410.643.4434	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Peter Bowers, Sales Support 200 Log Canoe Circle, Stevensville, MD 21666 peter@stertil-koni.com - 410.643.9001	

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.	Stertil-Koni USA (SK) was established in January 1997 in the state of Maryland. SK is a wholly-owned subsidiary of Stertil Enterprises (SE) which is a Delaware-based corporation; and, SE has two entities: SK and Stertil ALM, the latter of which is the manufacturing and production arm of the company. SK is responsible for all sales and marketing of Stertil-Koni products in North America and Stertil ALM is responsible for all manufacturing. The core value of SK is to provide the most advanced and safest heavy-duty vehicle lifting products in the industry. Clearly, the lifting systems that SK produces and sells in the transportation industry enable mechanics and users to quickly and efficiently lift their heavy-duty trucks, buses, military vehicles, municipals service vehicles and more for service and repair. Given the magnitude of the task, Stertil-Koni has an essential responsibility to ensure that our lifts always perform in a safe and efficient manner. When anyone is standing under a vehicle that weighs more than 50,000 lbs., safety is paramount and the obsession with safety and performance drives our company. Moreover, Stertil-Koni is fully devoted to continuously advancing our hardware and software designs to deliver the very best in customer usability, functionality, and safety in all of the heavy-duty vehicle lifting products that we provide.	*
8	Provide a detailed description of the products and services that you are offering in your proposal.	Stertil-Koni USA is the sales and marketing arm of a manufacturer that specializes in heavy-duty lifting solutions. These lifting solutions are designed and manufactured at one of our two manufacturing locations -- Streator, Illinois and Northern Holland. With our emphasis on only heavy-duty lifts, Stertil-Koni can offer our customers the most innovative solutions to fully meet all their lifting needs. We call this approach "Freedom of Choice." It is our commitment to provide customers with the highest quality, most advanced and safest heavy duty lifting systems on the market. Stertil-Koni lifts, with capacities ranging from 16,000 lbs. to more than 100,000 lbs., offer the appropriate lift for all applications. Along with a complete line of heavy-duty lifting solutions, Stertil-Koni offers complementary shop equipment for a majority of auxiliary service.	*

9	What are your company's expectations in the event of an award?	As the leader in the field of heavy-duty vehicle lifting systems, and a recognized marketing powerhouse in the transportation servicing field, Stertil-Koni takes great pride in its sense of focus, dedication to customer service, and ongoing readiness to perform at the highest levels of excellence. Therefore, well before an award has been made to Stertil-Koni to provide vehicle lifting systems and service via the Sourcewell contract, our company will already have in place a comprehensive plan to communicate and leverage this exciting news to our employees, sales representatives, distributors across North America, colleagues around the world, as well as existing customers, leads, and prospects. More specifically, in the near-term, it is our expectation that concurrent with the award, Stertil-Koni will "hit the ground running" – that very same day – to the benefit of Sourcewell, our distributors, our customers, and Stertil-Koni. Further, within a relatively short time span following the contract award, it is our expectation that Sourcewell will become an integral contracting vehicle by which our dedicated distributor network will inspire Stertil-Koni end-users to acquire our exceptional, award-winning (and in certain instances, U.S. and Canadian patented) lifting systems. Longer-term, we fully anticipate that Sourcewell will accrue the benefits of having awarded this contract to Stertil-Koni by virtue of our exceptional product line, recognized sales, and marketing prowess – all combined with our company's highly professional support and reporting expertise. Stertil-Koni has become the world leader in heavy-duty lifting applications in the United States and Canada. There is no other lift company that focuses exclusively on the heavy-duty customer generally defined as the ability to lift vehicles over 16,000 lbs. Over the last 23 years, we have developed a very focused distributor base strategically located throughout the United States and Canada. Where we think we can best promote the Sourcewell concept is with the 3,300 Transit agencies strategically located in North America. Generally speaking, Transit agencies buy heavy-duty lifting equipment at relatively high dollar volumes and the SOURCEWELL concept is particularly well suited to promote the purchase of these products. The focus and specialization on the part of Stertil Koni (SK) to the heavy-duty industry are specific and purposeful. For and to the benefit of SOURCEWELL the average sale of SK products begins at approximately $250,000. Therefore, the value of the equipment sold to municipalities and private corporations represents a high-dollar value. The benefits to SOURCEWELL are obvious since the attendant fee is based on a particular dollar value. Other competitors focus on light-duty lifts with corresponding lower retail values. It is not unknown or unusual for SK to engage in multi-million contracts with individual SOURCEWELL users. This benefits both SK and SOURCEWELL. In addition, SK is launching a new PRODUCT SHOP EQUIPMENT line of very specialized heavy-duty shop equipment products used by end-users to work on their vehicles. Mechanics utilize lifts to raise vehicles but then require transmission jacks and wheel dollies to remove components from those vehicles. This is the type of specialized equipment that SK is introducing in 2020 and will be part of the scope hopefully offered through SOURCEWELL. This will increase the overall numbers and will extend the outreach of these offerings to potentially thousands of more users.	*
10	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.	To demonstrate Stertil-Koni USA's financial strength and stability, we have attached the company's Balance Sheet, Statement of Income, and The Independent Accountant's Review Report for the period 2015-2019 (Attachments 1, 2, 3). Some highlights from the five-year period 2015 – 2019 include: - Revenues have grown from $36.6 Million in 2015 to $53.8 Million in 2019. - Profit before tax has grown from $3.2 Million in 2015 to $5.4 Million in 2019. - Equity and Equity Ratio have grown from $7.0 Million (39%) in 2015 to $14.2 Million (59%) in 2019.	*
11	What is your US market share for the solutions that you are proposing?	November Market Share Numbers 2019 MOBILES: 37% SKYLIFTS: 53% DIAMOND LIFTS: 38% ECOLIFT: 77%	*

12	What is your Canadian market share, if any?	Stertil-Koni is a member of the Automotive Lift Institute (ALI). The ALI organization provides overall market share or market penetration numbers and we know from the statistical evidence that the Canadian market represents approximately 18% of the total. Within that 18% distribution, it is estimated that Stertil-Koni has overwhelming market share penetration figures amounting to what we believe is about 62% market penetration. We are able to determine these numbers through careful analysis of reported lifts among all ALI members We also can reasonably estimate market share based on the total number of known projects and the percentage of an acquisition on the part of Stertil-Koni. We also feel that the Canadian market is a great opportunity for SOURCEWELLI inasmuch as most or we should say the vast majority of previous Canadian sales have not utilized SOURCEWELL funding or participation.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Stertil-Koni has never petitioned for bankruptcy protection.	*
14	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?	Stertil-Koni (SK) is best described as a distributor/dealer/reseller for a manufacturer of the products/ equipment and related services being proposed. a) Stertil-Koni is the sales and marketing arm of the parent company we represent, Stertil Group B.V. Stertil-Koni is also the sales and marketing arm of the U.S. manufacturing company, Stertil ALM. Please find attached evidence of SK authorization as a re-seller of equipment from Stertil B.V. and Stertil ALM (Attachments 4,5). b) Not applicable: Stertil-Koni is not best described as a manufacturer. Rather, we could best be described as a member of the Stertil Group BV family of companies with a mandate to provide sales and service through an independent network of 30 exclusive distributors that operate in the U.S., Canada, and the Caribbean. These dealers are all independent third-party entities and represent the SK products in the heavy-duty vehicle lifting product marketplace on an exclusive basis in their specific territories.	*
15	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.	Stertil-Koni USA, Inc. is incorporated in the State of Maryland. We have attached the Good Standing Certificate as of May 20, 2015, issued by the State of Maryland, Department of Assessment and Taxation (Attachment 6). Stertil-Koni USA's FEIN # is 52-2010741. Our line of business does not require any additional specific licenses or certifications. That said, Stertil-Koni is a member of Automotive Lift Institute (ALI), our industry's highly regarded independent watchdog and Stertil-Koni is proud to have the greatest number of heavy-duty lifting systems that are ALI/ETL Certified. By way of further background, ALI's mission is to promote the safe design, construction, installation, inspection, and use of vehicle lifts. Please see attached information about ALI (Attachment 7) as well as documentation showing all of Stertil-Koni's lift models and accessories that are certified by ALI (Attachment 8).	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable: Stertil-Koni has not been the subject of "Suspension or Disbarment."	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Stertil-Koni's product line can best be described as heavy-duty vehicle lifting systems, shop equipment, hoists, related accessories and ongoing fleet servicing equipment for government, municipalities and education entities.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Stertil-Koni has won a number of key awards for its product engineering. In addition, the company has been awarded multiple patents by the United States Patent and Trademark Office (USPTO) and the Canadian Patent Office for its products. Industry recognition • First lift company to be ISO 9001 certified • First lift manufacturer to offer certified mobile lifting columns utilizing wireless communications • First lift manufacturer to offer certified mobile lifting columns which incorporate active energy retrieval system (AERS) • Stertil-Koni has the largest number of ALI/ETL certified heavy-duty vehicle lifts registered with our industry's independent watchdog, the Automotive Lift Institute (ALI). • Recipient of the prestigious Innovation Award from Professional Tool and Equipment for the development of the EARTHLIFT, the industry's first "green" mobile column lift. EARTHLIFT has components that are 98% recyclable, use bio-degradable fluid, feature batteries that are 100% recyclable and employ an Active Energy Retrieval System to deliver 35% more lifting cycles at maximum load. • Only lift manufacturer to offer certified 4 post lifting system with a lifting capacity of 66,000 lbs. • Only lift manufacturer to offer certified platform lifting system (SKYLIFT) that can be extended with certified platform extensions at 49 inches each • Only lift manufacturer with 4 post lifts, without cross beams (ST4175 & ST4250), in capacities in excess of 50,000 lbs. • Market leader in sales of certified heavy-duty mobile lifting columns • Market leader in the total number of certified heavy-duty vehicle lifts • Only vehicle lift manufacturer that concentrates solely on the heavy-duty lift market, with lifting capacities starting at 16,000 lbs.	*
19	What percentage of your sales are to the governmental sector in the past three years	Stertil-Koni built its reputation and sales based on municipal or government sales. From our inception in 1997 to 2010 the percentage of sales to the governmental sector was 81%. However, since 2011 Stertil-Koni began an active campaign to even out sales between government and the private sector. As a result of these efforts between 2011 and 2019 our government sector represented 68% with 32% trending toward the private sector. In terms of a particular direction, 20% of that 32% is focused on national accounts such as United Airlines, Southwest Airlines, Penske, and Ryder trucks.	*
20	What percentage of your sales are to the education sector in the past three years	The education sector is relatively underrepresented at Stertil-Koni and represents approximately 4% of sales. This is an area where we hope and expect that Sourcewell availability can help us increase market share. The majority of sales within that 4% is devoted to School Districts.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CMAS: 2017-$41,017 / 2018-$120,672 / 2019-$230,590 NASPO: 2017-$3,508,747 / 2018-$4,392,441 / 2019-$6,611,540 Sourcewell: 2017-$3,150,826 / 2018-$5,196,142 / 2019-$6,231,635 TXMAS: 2017-$230,120 / 2018-$307,007 / 2019-$219,814	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA: 2017-$659,132 / 2018-$1,177,562 / 2019-$1,016,313	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Metropolitan Transit Council	Bill Beck	612.349.7338	*
Tri-Met	Karen Powell	503.962.2460	*
WMATA	Rob Herd	202.962.2680	*

Table 5: Top Five Government or Education Customers

Line Item 24. 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 *	
WMATA	Government	District of Columbia - DC	Vehicle Lift Supply	$5,000,00 +	$5,000,000 +	*
Tri-Met	Government	Oregon - OR	Vehicle Lift Supply	$395,000 $1,605,000	$2,000,000 +	*
MTC	Government	Minnesota - MN	Vehicle Lift Supply	$276,000 $421,000 $803,000	$1,500,000	*
New Jersey Transit	Government	New Jersey - NJ	Vehicle Lift Supply	$151,000 $642,000 $207,000	$1,000,000	*
Houston Metro	Government	Texas - TX	Vehicle Lift Supply	$2,100,000 $813,000 $87,000	$3,000,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *	
25	Sales force.	Stertil-Koni has eleven (11) sales managers. Because these sales personnel are employed by SK, they devote 100% of their time to SK and the support of their individual distributors. Each manager represents approximately an average of 4-8 states per person. (See attachment 9).	*
26	Dealer network or other distribution methods.	Stertil-Koni products are available through a dedicated network of 30 exclusive distributors. These 30 distributors, exclusive to Stertil-Koni in the delivery, installation, and servicing of heavy-duty vehicle lifting systems and accessories, provide coverage for all the states in the U.S. (including Hawaii and Alaska) as well as all provinces of Canada. We also have a distributor that covers the Caribbean. (see attachment 10)	*
27	Service force.	Stertil-Koni staffs an in-house service department to support our network of dedicated distributors and the company's end users. This service department includes a service manager and four highly trained service technicians. Please note that all service personnel are full-time employees who are 100% dedicated to the SK product line. Three (3) of these service technicians are located in Stevensville, Maryland and one is located in the New York area to more efficiently serve customers nearby. The Stertil-Koni service department assists distributors by providing training as well as servicing and installing equipment. Further, as part of our commitment to the delivery of exceptional customer service, Stertil-Koni maintains and staffs a 24/7 telephone hotline in the event of a technical issue that requires immediate attention. Thus, customers of Stertil-Koni products have direct access to service and technical support around the clock, 24/7, 365 days per year. Our service department consists of 1) Kevin Hymers, Director of Operations 2) Kevin Boyer, Service Manager 3) Mike Nichols, Senior Service Technician, 4) Jacob Rosendale, Service Technician 5) John Sliney, Service Technician	*
28	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.	In terms of our service program process and procedure, Stertil-Koni (SK) maintains in-house a full line of professionals dedicated to supporting our sales, installation and marketing efforts. The company's in-house sales force consists of 10+ employees and a CAD engineer to provide sales, customer support, and technical guidance. In addition, at our headquarters location in Stevensville, we have a dedicated operations/customer support and technical team (available 24/7) – as well as a complete warehousing operation with four employees, a marketing department with three professional employees as well as a financial department and related support staff. The Stertil-Koni organization is dedicated to providing radical customer service with a commitment to a 24/7 response for sales, service and technical inquiries. Stertil-Koni also utilizes a web-based CRM system to track customer satisfaction and a state-of-the-art inventory management system for tracking financial results, product shipments and more.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Not applicable: There are not any geographic markets where the Sourcewell contract will not be offered as a primary contract purchasing vehicle.	*
30	Identify any Sourcewell Member 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?	Not applicable: There are not any market segments where the Sourcewell contract will not be offered as a primary contract purchasing vehicle	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Given the geographical position of Hawaii, Alaska and other US territories freight to those particular locations that require container shipments must be accompanied by additional freight to cover costs.	*

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.	As the recognized leader in the sale of heavy-duty vehicle lifting systems, shop equipment, and accessories across North America, Stertil-Koni additionally is known for being a highly proactive, professional, and keenly focused marketing-oriented company. In that role, particularly in conjunction with a contract award from Sourcewell, our goal is to continuously leverage our broad, results-driven portfolio of the latest marketing techniques to further advance the sale of our heavy-duty lifting systems across multiple customer audiences. What's more, upon an award from Sourcewell, Stertil-Koni will once again already have in place a comprehensive Marketing Plan to build awareness of the award and generate orders via the Sourcewell contract. Key elements in our Marketing Plan will include (but not be limited to) the following: a. Trade Shows: Stertil-Koni participates in more than 100 trade shows each year across the U.S. and Canada, most of which are focused on the municipal and government marketplace – an ideal alignment for the Sourcewell contract. At these shows, Stertil-Koni will provide professional signage, literature, and visitor briefings on the topic of the partnership between Stertil-Koni and Sourcewell and encourage customers to purchase via the Contract. b. Website Feature: Stertil-Koni will include prominent coverage on our company's homepage, www.Stertil-Koni.com, and on the "Purchasing" page of our site. c. Social Media Features: Facebook, Twitter, Instagram, and LinkedIn articles/posts will be published. d. eBlast/s: News distribution regarding Stertil-Koni and Sourcewell will be sent on a regular basis to +35,000 opt-in visitors, leads, and prospects --who currently receive Stertil-Koni updates weekly. e. Blog Feature: Sourcewell articles will be published on Stertil-Koni's blog during the calendar year. f. Distributor Relations: Email and phone alerts will be directed to Stertil-Koni's dedicated network of exclusive heavy-duty vehicle lift distributors across the U.S., Canada, and the Caribbean. g. Sales Force Communications: Personal outreach will be made to Stertil-Koni's in-house sales representatives, serving the U.S., Canada, and the Caribbean, as well as colleagues around the world. h. Email Signatures: Stertil-Koni will encourage its internal team and distributors to feature the Sourcewell logo, and a description of the Sourcewell contract awarded to Stertil-Koni, on their respective email signature lines. i. Press Releases: Stertil-Koni is the industry leader in issuing professionally written, hard-news-oriented press releases to business and trade press – generating more than 5,000 digital and print articles each year. News alerts, first approved by Sourcewell, will be developed and delivered to leading business, transportation, and procurement trade press via Stertil-Koni's professional news distribution service, PR Newswire. j. Advertising: Stertil-Koni will commit to a focused, professionally designed, and implemented digital advertising schedule to further announce and promote the partnership between Sourcewell and our company.	*

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Stertil-Koni embraces advanced technology and the use of the Internet as key tools in providing world-class, ongoing marketing activities. Further, these elements will be a cornerstone of our dedicated efforts to ensure broad contract awareness in the U.S. and Canada upon an award from Sourcewell. What follows below is greater detail regarding Stertil-Koni's use of technology to enhance marketing effectiveness. Use of Technology: Stertil-Koni employs the latest technology on multiple fronts to provide world-class marketing. We will leverage our expertise and apply it to enhance our marketing effectiveness in conjunction with an award from Sourcewell – all to ensure national (and international) contract awareness. Examples include: a. CRM System: Stertil-Koni utilizes a custom-built, web-based customer relationship management (CRM) system that is updated daily to track all bids, leads, projects, trade shows, customer interactions, customer feedback, distributor activities, sales and more. This is all part of our ongoing management approach that we describe in two simple words: "Measurement Matters." The result? Top management and sales representatives can track in real-time all active deals, leads, and trade show activity across the U.S. and Canada to increase our "closing rate" and ensure the highest levels of customer satisfaction. b. Enterprise Software: Stertil-Koni uses a powerful enterprise software system from SAP to closely track inventory, product shipments, sales, warranty claims, and financial results to further ensure the superior reviews in terms of customer support and satisfaction. All Sourcewell-related sales are also tracked in our digital record-keeping system. c. Real-time Communications Systems: Stertil-Koni utilizes the latest technologies to provide real-time communications with our sales team, distributors and customers, including: a 24/7 customer hotline, smart phones, iPads, laptop computers, website updates, email communications, eBlasts, blog, password-protected extranet and social media. d. Google Analytics: Website tracking and performance is reviewed daily and Stertil-Koni continuously strives to boost our website visibility, unique visitor count, page views, time-on-site and Search Engine Optimization (SEO). e. Constant Contact Email Marketing: Stertil-Koni uses a proprietary, opt-in contact list of more than 35,00 individuals – grown organically over the past 24 years – to deliver weekly product, contract, and service updates that are in turn monitored for "Opens" and "Click-through" rates." Performance, in terms of messaging and imagery, is evaluated continuously, and we modify our techniques to enhance customer "Opens," "Click-Throughs," and information requests. f. Vimeo and YouTube: Stertil-Koni maintains a company "channel" on our website that features 37 videos. Company marketing and product videos are distributed regularly via two of the most broadly used video delivery systems – YouTube and Vimeo. g. Video Conferencing: Stertil-Koni regularly uses WebEx, Skype, GoToMeeting and join.me. Use of the Internet Communicating via the Internet is also fundamental to Stertil-Koni's marketing focus, including: i) Website: www.Stertil-Koni.com ii) Blog: www.VehicleLiftConnection.com iii) Social Media – Facebook, Twitter, Instagram, LinkedIn iv) Email "Blasts" and Tracking: Constant Contact v) Extranet: 24/7 access for distributors and sales personnel to obtain specifications, drawings, manuals, brochures and latest product updates vi) CRM System: Zoho vii) Video Conferencing: WebEx, Skype, GoToMeeting, join.me	*

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?	Stertil-Koni is proud to have extensive experience working in partnership with Sourcewell in terms of promoting our existing Contract #061015-SKI. Looking ahead, Sourcewell will also have a key role in promoting a new contract arising out of this RFP, with highlights as follows: • Sourcewell literature and graphics to be displayed at Stertil-Koni's extensive trade show schedule of events (+100 trade shows per year); • Sourcewell executive to participate at Stertil-Koni's Annual Distributor Meeting – our single most important sales event of the year – and make a major presentation to all our key leadership and sales personnel regarding the tremendous opportunities afforded by the Sourcewell contract; • Sourcewell to issue its own press release announcing that Stertil-Koni has been awarded a contract for "Vehicle Lifts, with Garage and Fleet Maintenance Equipment." For our part, Stertil-Koni will integrate a Sourcewell-awarded contract into our sales process with details below: • Immediately upon the contract award, SK will contact all employees and distributors with news of the award, and that same day, initiate our high-impact marketing campaign. • Sales personnel will be the first to be targeted. Hence, our campaign, emphasizing the contract award, will instantly reach Stertil-Koni's in-house sales personnel, totaling 13 top professionals located strategically across North America as well as our entire distributor network, totaling 30 distributor companies and approximately 100 salespeople in the U.S. and Canada. • It is our firm commitment that each Stertil-Koni sales representative and distributor will receive pertinent and timely information about the Sourcewell award and pricing within 24 hours of contract award, with ongoing briefings and follow-up. • Stertil-Koni website will feature news of the contract award on our homepage (please see sample on the attached graphic). • A Stertil-Koni press release will announce the contract award, to be distributed via PR Newswire to our extensive media contact list. • Sourcewell will receive prominent placement on our website's "How to Buy" page (please see attached example). • Stertil-Koni will deliver an eBlast to our opt-in list of +35,000 via Constant Contact (sample attached) and continue to inform this key audience regarding the opportunity to purchase our lifting systems, shop equipment, and accessories via the Sourcewell contract. • Trade show presence in terms of Sourcewell literature and banners (sample attached). • Sourcewell presentation, by a senior Sourcewell executive, at the Stertil-Koni Annual Distributor Meeting. • Stertil-Koni Marketing will design and run select banner ads in key industry trade publications (sample attached).	*
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.	At the current time, market forces have shown – and Stertil-Koni concurs – that the company's heavy duty vehicle lifting systems are not yet applicable for an E-procurement process, particularly given the complexity of the systems and the consultative manner in which they are evaluated and sold. That said, Stertil-Koni does make every effort to achieve and expand its online visibility for its full range of products, accessories and service. Our entire product line, range of comprehensive shop equipment and accessories are available online at www.Stertil-Koi.com with product detail available as follows: • Stertil-Koni Product Catalog; and • Stertil-Koni Shop Equipment and Accessories.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All equipment provided by Stertil-Koni and our network of dedicated distributors includes equipment setup and operational training as standard. At any time after the initial sales, the Stertil-Koni group can provide additional operator training. Further, training material is always available in print, web and video formats. Also, when requested by the end-user, Stertil-Koni will additionally provide maintenance training on our equipment and accessories. In addition, SK holds regular, ongoing sales and product training meetings at multiple locations around the U.S. At those meetings, equipment maintenance, and training is conducted and evaluated in detail.	*
37	Describe any technological advances that your proposed products or services offer.	Stertil-Koni is the recognized innovation leader in the heavy-duty vehicle lift industry. Stertil-Koni holds numerous patents in the United States and Canada for our lifting methods, engineering design, and support systems. Many of the products offered by Stertil-Koni are unique and are not available from other manufacturers. For example, Stertil-Koni was the first manufacturer to offer a green lifting solution for mobile lifting columns and now offers a control system – called ebright Smart Control System -- that incorporates a 7-inch, full-color touch screen, much like a computer tablet, for human/machine interface. This solution puts all the operations of the vehicle lift directly at the fingertips of the person who needs the information most – the busy technician on the shop floor. Further, future updates can be provided via software downloads; performance tracking is captured in a "black box" environment; and, the touch-screen interface is quick, easy-to-use and intuitive. Please note that the ebright Smart Control System is ALI/ETL certified and unmatched in the industry. Highlights of what the ebright Smart Control System will be capable of include: • A high resolution, brightly illuminated, full-color, a 7-inch screen • Touch screen control, even when the technician is wearing gloves • Owner/user-configurable options, including choice of language and personalized ID key to protect against unauthorized use • Presentation of all relevant information at a glance • Up to 16 mobile columns fully synchronized in a single set. Modeled on the conceptual benefits of today's computer tablets, features of the ebright Smart Control system will include such vital data as maintenance notifications, programmable lifting-height settings, tracking of specific operations, information codes and even the operator manual. Because Stertil-Koni always puts the customer first – and views the delivery of data to our end users as a key support element, further distinguishing our product line - the ebright Smart Control System will be fully integrated into all of SK's heavy-duty lifting systems within the next 1-3 years (depending on model).	*
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.	At Stertil-Koni, the leader in heavy-duty vehicle lifts, we've taken green technology to new heights in both mobile column lifts and in-ground lifts. Our highly regarded EARTHLIFT is the first hydraulic green mobile column lift in the industry. Its columns are made with components that are 98% recyclable and the Active Energy Retrieval System (AERS) allows operators to achieve 50% more lifting cycles at maximum lifting load. What's more, the on-screen display highlights the AERS system, enabling the operator to see savings in real-time. EARTHLIFT also uses a closed hydraulic system that contains bio-degradable fluid and the batteries are 100% recyclable. Many maintenance facilities also utilize in-ground lifts. That's why Stertil-Koni pioneered with the introduction of our U.S. - and Canadian-patented ECOLIFT, with lifting capacity up to 90,000 lbs. It is the industry's original ultra-shallow, full-rise in-ground axle engaging lift. In addition, ECOLIFT uniquely combines high pressure, low volume hydraulics and only requires 3.5 gallons of fluid per scissor – and the hydraulics and electrical components are contained in a free-standing console above ground for easy access. This lift ensures sizeable cost savings on construction and installation and can be utilized in existing workshop pits and even at locations with high water tables. Stertil-Koni also recently introduced the DIAMONDLIFT, an in-ground telescopic piston lift setting new standards in heavy-duty lifting. Each piston uses less than five gallons of biodegradable hydraulic fluid. Plus, all DIAMONDLIFT cassettes are fully self-contained thanks to Stertil-Koni's exclusive DiamondGuard coating. This unique compound ensures that hazardous shop fluids do not enter the environment. In that way, soil contamination is not a concern.	*

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.	Virtually all heavy-duty Stertil Koni heavy-duty (HD) lifting products carry the Automotive Lift Institute (ALI) gold label. In addition, Stertil Koni is an ISO 9001 certified company and in fact, was the first lift company in the world to acquire ISO 9001 certification. Furthermore, Stertil Koni is the most environmentally friendly company in the HD lifting world. We manufacture products that meet the "green standard" criteria. Toward that end, we have designed HD lifts with full-color touch screen control that provide solutions to save energy. We have designed a feature called the Active Energy Retrieval System (AERS) The AERS allows the operator to achieve up to 50 lifting cycles without battery recharging. The ingenious concept allows the motor to reverse counter-clockwise and automatically recharge the battery during the downward motion. This saves the end-user thousands of dollars per year in electricity usage given the fact that the type of equipment used by Stertil Koni requires 220/460 volts. As such, 98% of the materials are recycled materials. Such life cycle design parameters mean that Stertil-Koni is at the forefront of product design and application.	*
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.	Stertil-Koni USA, Inc. makes a concerted, proactive effort to partner with WMBEs and SBEs whenever possible. Kindly note that our line of business is highly specialized and there are, to date, a limited number of companies in these categories that are currently handling fleet maintenance-related product lines. Stertil-Koni USA has also outsourced its corporate IT hardware and software services to a Service Disabled Veteran Owned Business (SDVOB) company, Corsica Technologies, headquartered in Centreville, MD 21617. Stertil-Koni USA proactively and aggressively solicits Minority and Women-owned Business Enterprises (MWBEs) for all trucking services. We are currently soliciting quotes from AIT Worldwide Logistics, Middleburg Heights, OH 44130, Expedited Transportation Services, Loganville, GA 30052 and Davis Freight Management Inc., Alden, NY 14004. All three companies are approved MWBEs by the State of New York. If Stertil-Koni USA is awarded a contract with Sourcewell, our goal will be to expand our utilization of WMBEs and SBEs for the trucking services resulting from the Sourcewell contract. Toward that end, Stertil-Koni USA will identify several national and global freight agencies that have existing MWBE and/or SBE accreditation in good standing.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Additional unique, custom and value-added attributes of the Stertil-Koni product line of particular note is our company's dedication to "going green." As such, SK has developed a number of ecologically enhanced products. The flagship of this effort is the Stertil-Koni EARTHLIFT. True to its name, this award-winning mobile lifting system features columns that are made with components that are 98% recyclable and the Active Energy Retrieval System (AERS) allows operators to achieve 50% more lifting cycles at maximum lifting load. Thus, users realize an average of up to 45 or 50 lifting cycles on a standard-sized transit bus without recharging. In addition, EARTHLIFT uses a closed hydraulic system that contains biodegradable fluid and the batteries are 100% recyclable. In terms of in-ground heavy duty lifting systems, Stertil-Koni pioneered "green" lifting with the introduction of its U.S. and Canadian patented ECOLIFT, with lifting capacity up to 90,000 lbs. It is the industry's original ultra-shallow, full-rise in-ground axle engaging lift. In addition, ECOLIFT uniquely combines high pressure, low volume hydraulics and only requires 3.5 gallons of fluid per scissor. In addition, the hydraulics and electrical components are contained in a free-standing console above ground for easy access. This lift ensures sizeable cost savings on construction and installation and can be utilized in existing workshop pits and even at locations with a high water table. Stertil-Koni has also gone green with its recently introduced DIAMONDLIFT. It is a self-contained telescopic piston lift, with a capacity up to 105,000 lbs., and delivers the best in a traditional lifting approach and then integrates modern materials with the latest engineering for optimal performance, safety, and environmental containment. Each piston uses less than five gallons of biodegradable hydraulic fluid. Plus, all DIAMONDLIFT cassettes are fully self-contained to ensure that hazardous shop fluids do not enter the environment.	*

42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Canada is the 9th largest economy in the world based on a nominal GDP basis (current prices, U.S. dollars) and the 14th largest based on GDP (Purchasing Power Parity). Since the 2008 global financial crisis, the Canadian economy has re-emerged as one of the strongest and most advanced business climates in the world. The importance of Canadian sales to Stertil-Koni is extremely significant. In 2014, the sales from Canadian customers represented 21% of total SK sales, coming primarily from the strong economies of Alberta and Ontario. In fact, two of the top five Stertil-Koni distributors are located in, and service Canada. Therefore, Canada is an important and vital part of Stertil-Koni's total operation. Historically, Canadians have devoted significant money and resources to refurbish maintenance shops and on a proportional basis, have modernized their vehicle maintenance operations at a quicker pace than comparable American counterparts. To that degree, Stertil Koni is seeing a spirited effort toward overall lift replacement and refurbishments of municipal shops throughout Canada. Stertil-Koni's representation in Canada is deep and meaningful. We enjoy two primary distributors. a. Westvac, situated in Edmonton Alberta services British Columbia where they have a brick and mortar office as well as Alberta and Manitoba. b. Novaquip, the other distributor, sells and services Stertil Koni products in Ontario, Quebec, and Newfoundland. Novaquip has done substantial business with the Toronto Transit Commission (TTC), one of the largest transit operations in the world and is currently involved in the refurbishments of approximately 130 in-ground lifts throughout the 7+ TTC garages. This on-going project will last many more years and Novaquip is at the heart of the upgrades for these maintenance depots. Stertil-Koni is focused on improving and growing sales from Canadian customers and given their cultural and geographical proximity to the U.S., we believe that Sourcewell can play a significant role in enhancing those overall efforts. It is also important to stress that as a global company, Stertil-Koni has sister operations in a number of key countries worldwide, notably: The Netherlands, Germany, Italy, France, the U.K. and Ireland, Turkey, Poland, and China.	*

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 *	
43	Do your warranties cover all products, parts, and labor?	All of our products are covered by our warranty. Our standard warranty is 1-year labor, 2 years parts, and 5 years parts only on hydraulic cylinders used in our mobile lifting columns and a lifetime parts-only warranty on nylon guide rollers used in SK lifting products that utilize such rollers. (Attachment 11)	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We do have two instances where the warranty is limited (a) This warranty does not apply where equipment has been damaged due to abnormal wear, misuse, overloading, accident (including shipping), improper maintenance, alteration, improper fluid maintenance, or other causes “not the result of defective materials or workmanship.” (b) Stertil-Koni lifting equipment must be installed and serviced by Stertil-Koni factory trained and Stertil-Koni factory-authorized service technicians. Stertil-Koni lifting equipment not installed and serviced by Stertil-Koni factory trained and Stertil-Koni factory-authorized service technicians will result in a voided warranty.	*
45	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	Yes, under the one (1) year labor timeframe of our warranty. Past the one (1) year, technicians’ travel and time are billable.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Not applicable: Stertil-Koni covers all geographic regions of the U.S. Warranty service is handled through our network of distributors. Each distributor has an assigned geographic area they are responsible to cover. See attachment 10 for the distributor listing.	*
47	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?	Yes. All of our products are covered by our standard warranty - 1-year labor, 2 years parts.	*
48	What are your proposed exchange and return programs and policies?	The advanced heavy-duty lifting systems and related products offered by Stertil-Koni to Sourcewell members are provided after the completion of a comprehensive consultative sales process. Stertil-Koni, and our network of dedicated distributors, pride ourselves on the level of interaction we have with our customers to ensure the end-user gets the specific equipment to fit his or her needs. As such, Stertil-Koni has not experienced the need to take the product back as returned. But, rest assured that customer satisfaction is the controlling principle at Stertil-Koni; and, if we could not satisfy the customer, we would gladly allow the product to be returned with no penalties. If a product needed to be exchanged due to a problem that could not be remedied in the field, Stertil-Koni would exchange this product for an identical product and provide shipping both ways for the exchanged product.	*
49	Describe any service contract options for the items included in your proposal.	Because the type of equipment that Stertil-Koni sells (with the exception of mobiles) requires an installation phase or several installation phases there are various options for both installation and post-sale service requirements that are performed by our distributors. Such options are generally speaking specifically given the particular equipment and demands and needs of the customer. As such, they are generally individualized approaches suited to the particular needs and requirements of individual customers. Obviously Sourcewell would benefit from such options.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Stertil-Koni's payment terms are Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Not applicable: Stertil-Koni does not have a leasing plan or financing options available at this time.	*
52	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 Members' purchase orders.	The Dealer Network (Stertil-Koni's distributors) will be instrumental in the overall success of the Sourcewell / Stertil-Koni USA partnership and as such they will be very involved in the sales and order processing procedure. As it relates to the specific ordering process, we require that purchase orders from Sourcewell Members be issued to Stertil-Koni USA, rather than the Dealer Network. Of course, the distributors will be the main source of sales and the principal contact point with a Sourcewell Member as it relates to product demonstrations, setup and training, and regular customer service questions. That said, when it comes to issuing a purchase order, our distributors will know that the purchase order process is centralized. A centralized ordering point is also how the Stertil-Koni GSA contract is set up, and that procedure has worked extremely well. In fact, over the 10 years, we have held the GSA contract, all parties involved have had a very good experience with this arrangement. There are two main reasons why we recommend a centralized ordering point: a) Consistency, accuracy and contract compliance. All of our distributors are independent third parties. As such, it would be virtually impossible for Stertil-Koni USA to guarantee contract compliance as it relates to pricing, discounts, and other terms and conditions if we don't see each purchase order. Thus, the only way Stertil-Koni USA can guarantee 100% compliance is by processing all orders directly. b) Reporting: Centralizing all purchase orders through Stertil-Koni USA will also ensure that all sales are included in calculating and payment of the administrative fee to Sourcewell. We want to emphasize that one of Stertil-Koni USA's great strengths lies within our highly customer-oriented Dealer Network. Even though the purchasing process is centralized, all Sourcewell Members will receive the same level of service and follow up as if they placed their purchase orders locally. Therefore, Stertil-Koni USA requires that all purchase orders from Sourcewell Members shall be issued to Stertil-Koni USA, Inc. by: E-mail: orders@stertil-koni.com Mail: Stertil-Koni USA, Inc., 200 Log Canoe Circle, Stevensville, MD 21666 Fax: +1 410-643-8901	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	No. At the current time, Stertil-Koni does not accept the P-card and payment process. However, we are open to exploring the opportunity.	*

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 *	

54	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.	Stertil-Koni publishes and regularly updates a price list that contains all items that will be offered to Sourcewell members. At the same time, there are a limited number of Open Market items, such as product installation for fixed lifts, which are not found on the published price list but are negotiated with, and agreed upon in partnership with the end-user before consummation of the sale. The Purchase Order for an item of this type is always directed to Stertil-Koni. Canada: On request, Stertil-Koni USA, Inc. will provide quotes in Canadian Dollars that will remain valid for 30 days.	*
55	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.	Stertil-Koni is pleased to be provided with this opportunity by Sourcewell. We realize the value of purchasing contracts and look forward to a favorable outcome in our proposal to Sourcewell. Stertil-Koni intends to offer Sourcewell a very favorable discount off the list price as displayed in our published price list. The discounts on Stertil-Koni lifting systems will be as follows: For the purchase of 1 lifting system: 29% off list price For the purchase of 2–7 lifting systems: 32% off list price For the purchase of 8 or more lifting systems: 33.5% off list price	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	For the purchase of 1 lifting system: 29% off list price For the purchase of 2–7 lifting systems: 32% off list price For the purchase of 8 or more lifting systems: 33.5% off list price	*
57	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.	All Stertil-Koni lifting system products will be offered as part of the Sourcewell contract. With regard to “Open Market” items as they relate to Stertil-Koni, these typically would be for infrastructure repairs associated with fixed machinery (i.e., in-ground lifting systems, two-post, four-post and platform lifts). In those instances: a. Strategy: i. Sourcewell member will work with the Stertil-Koni distributor in the member’s territory to establish a fair and reasonable price for the Open Market item/s. b. Process: i. Stertil-Koni’s distributor will alert Stertil-Koni to the request and communicate the details to the Sourcewell member and Stertil-Koni. c. Specific Method: i. The Sourcewell member will add the agreed-upon Open Market item on the PO, which is submitted directly to Stertil-Koni.	*
58	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.	Total “Costs of Acquisition” charges not included in “Pricing” submitted in the Stertil-Koni proposal are: a. Installation of fixed equipment lifting systems (e.g., in-ground piston and scissor lifts, platform lifts, two-post and four-post lifts): These costs are Open Market costs to be agreed upon between the Sourcewell member and the Stertil-Koni distributor. b. Freight: FOB Stevensville	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	All shipping and delivery is FOB Stevensville, at cost. By way of further background, Stertil-Koni has a dedicated Logistics Department at the company’s headquarters in Stevensville, Maryland, that works with numerous, high-quality shipping companies throughout the United States and Canada. With the unique shape, weight and transportation considerations of our equipment, Stertil-Koni has developed a very responsive transportation network. We have very competitive rates with all our carriers and have an outstanding record of less than 0.1% in freight damage using our methods. In sum, Stertil-Koni does not markup freight charges, only invoicing for exact charges for equipment shipments.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Stertil Koni products offered to Sourcewell members are priced FOB Stertil-Koni in Stevensville, Maryland. As such, the original expense to ship product to the user is paid by the user at the time of sale. This includes all locations. In accordance with the exchange and return policy stated above, and to ensure radical customer service, Stertil Koni would provide for shipping as needed to return or exchange a product that did not satisfy the end-user (at SK expense).	*

61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As previously described delivery of equipment outside the continental US generally will require the use of containerized vessels to various ports. For example, we provide ECOLIFT's to San Juan Puerto Rico and those lifts can only be provided by including them in a sealed container which is a unique delivery method. 95% of the time our equipment can be included on common carriers.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	29% off list price. See attachment number 11	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
63	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 Members 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.	In order to ensure contract compliance and proactively avoid potential errors, Stertil-Koni has established procedures and systems in place. These procedures and systems were driven in part to fully comply with existing purchasing contracts, such as Stertil-Koni USA's GSA schedule. Regarding the order processing side of the business, we have multiple checkpoints in place. a) The purchase orders from Sourcewell customers will be reviewed by two different members of the staff. b) All customer purchase orders are also checked for pricing, discount, and all other terms and conditions before the order is entered into the SAP system. We have implemented this order entry review process to catch pricing and discount anomalies prior to the order being inputted into our system. c) Finally, we check the invoice for pricing and discount compliance before the invoice is sent to the customer. Consequently, if there should be an error in the original quote, an error in the purchase order from the Sourcewell customer, or an incorrect order entry input on Stertil-Koni USA's end, it will be discovered in our billing department before we create the invoice. Regarding sales reporting to Sourcewell and contract fees payable to Sourcewell, we will "tag" all sales arriving from the Sourcewell contract with a special code in SAP. The tagging will be done in the Order Entry Department. This process will not be unique to Sourcewell but is part of all order entries. This is also the same procedure and system we are currently using for GSA sales and contract fee reporting. A recent GSA audit confirmed that the procedures and systems we have in place are working very well. The GSA auditor was very pleased with the audit, the procedures, and systems in place at Stertil-Koni USA.	*
64	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.)	Stertil-Koni proposes an administrative fee, payable to Sourcewell for contract facilitation, management, and promotion of the Sourcewell contract, of 1.75%	*

Table 14: Industry Specific Questions

Line Item	Question	Response *	
65	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.	Because Stertil Koni is an ISO-9001 based company we apply the principles of ISO 9001 in everything we do. We have very sophisticated order entry systems that ensure that the customer is receiving the applicable equipment. We have an elaborate set of criteria that compare order attribution, with ordering confirmation and subsequently delivery parameters. We have a Smith School (University of Maryland) graduate on our staff. Smith School has one of the best highly rated acquisition programs in the United States and we take education and training on the part of our personnel very seriously. Many measures of control are integrated into all of the trackings that we perform. In addition, we have post-audit processes in place that are approved by Ernst and Young one of the foremost auditing firms in the world.	*
66	Identify any certification(s) that your business or the products included in your proposal have attained or received.	As previously mentioned, SK's products are virtually all ALI (third party certified) approved which means that the customer receives products that are UL, NEC, NFPA, and OSHA certified. We are also moving into the area of shop equipment and while it has not yet taken place all such equipment shall be PACE certified as well.	*
67	Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology.	Generally speaking, Stertil Koni makes every effort to foresee and anticipate product obsolescence in the design of our equipment. For example, Stertil Koni will be introducing a new generation of mobile lifts in 2021 which will include features unheard of and extremely forward-thinking. Rather than leave the thousands of customers with pre-existing technology we will make sure that the new generation mobile is compatible with older models from a software perspective.	*
68	For installation, repair, maintenance or warranty services included in your proposal, describe the training and/or certifications held or received by your service force.	Stertil Koni is a member of the Automotive Lift Institute (ALI) as such we promote and support the ALI inspector certification program. Our SK factory service people are ALI inspector certified as are a great majority of our distributors. Therefore, certification is an important component of the SK service network.	*
69	Describe your capabilities as it relates to the serviceability of the products included in your proposal (parts availability, response times, technical support, etc.).	SK maintains a minimum of $1 million in spare parts for all of the products that we sell and service. SK uses a very sophisticated program called Velogix which ensures continued spare parts availability and assured delivery dates. In addition, SK employs many full-time service personnel that are continually working with our dedicated distributor base and provide training. For example, we are conducting 2 service schools in 2020 that ensure that our distributors have the latest training and technical information available.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 70. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

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 - Attachments 1-3,6 - SK USA Financial Statements - MD Certificate of Good Standing.zip - Thursday January 30, 2020 09:38:58
- Marketing Plan/Samples - Marketing Samples - Product Catalog - Shop Equipment Catalog.zip - Thursday January 30, 2020 10:18:13
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Attachment 11 - Warranty Policy.pdf - Thursday January 30, 2020 08:54:54
- Pricing - Commercial and Sourcewell Price List.zip - Thursday January 30, 2020 10:21:40
- Additional Document - Attachments 4,5,7,8,9,10 - Reseller Authorizations - ALI Certifications - Sales Force - Distributor List.zip - Thursday January 30, 2020 10:56:48

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.

4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.

5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

6. The Proposer agrees to deliver 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.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☑ 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. - Kellie Boehm, Administrative Sales Manager, Stertil-Koni USA, Inc.

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**

Quote

Stertil-Koni
200 Log Canoe Circle
Stevensville, MD 21666
United States

T: 410.643.9001
F: 410.643.8901

Quote #	**3263 v3**
Date	**03/23/2022**
Expires	**04/12/2022**
Contact	**Ron Reazer**

Prepared for

City of Redlands
Monica Duran
1270 W. Park Ave., Bldg. E
Redlands, CA 92373
United States

T: 909.747.7657
E: monica.duran@cityofredlands.org

Sourcewell

Item	Qty	Price	Total
4-POST LIFT Four post 30,000lbs capacity, 26 ft runway 29% Item Discount ($15,152.11) STERTIL-KONI (Code: ST4.300-8)	1	$52,248.66	~~$52,248.66~~ **$37,096.55**
JB-80-2 33.5"- 45.28" JB-80-2 air/hydraulic, capacity 17,600 lbs, without support arms, width 33.5"-45.28" w/mechanical lock 29% Item Discount ($8,614.98) STERTIL-KONI (Code: 39617110)	2	$14,853.41	~~$29,706.82~~ **$21,091.84**
SUPPORT ARMS Set support arms for ST 4120 29% Item Discount ($1,016.65) STERTIL-KONI (Code: 39617010)	2	$1,752.84	~~$3,505.68~~ **$2,489.03**
INSTALLATION/LABOR Installation includes electrical. STERTIL-KONI (Code: INSTALLATION)	1	$10,125.00	**$10,125.00**[†]

[†] *Non-taxable item*

Please contact us if you have any questions.

Subtotal	$95,586.16
Discount	($24,783.74)
Shipping	$7,800.00
CA (8.75%)	$5,309.27
Total	**$83,911.69 USD**

Contract

Sourcewell/Formerly NJPA - Contract #: 013020-SKI
City of Redlands Contract #: 18877

Local Distributor

Southwest Lift & Equipment
Robert Stekkinger, Sales Manager
909.269.2852
robert@southwestlift.com

Terms and Conditions

1. Product availability and proposed delivery date provided ARO
2. Purchase Orders MUST be issued to Stertil-Koni USA, Inc., not the Local Distributor
3. Please submit Purchase Orders to orders@stertil-koni.com

Intergovernmental/ Piggyback Contract Use Request

(Attach to PR form)

The Equipment Maintenance Department requests the purchase of the following item(s) from:

Original Contracting Entity: Sourcewell (NJPA)
Contract#: 013020
Contract Term: 04/10/2020-04/13/2024
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
See attached Quote 3263 v3		$ 83,911.69
Tax		
	Grand Total	$ 83,911.69

Vendor:	Stertil-Koni
Contact:	
Address 1:	200 Log Canoe Circle
Address 2:	
City/State/Zip:	Stevensville/MD/21666
Telephone:	410-643-9001
Fax:	410-643-8901
Web/E-Mail:	

Delivery/Service Location	
Contact:	Monica Duran
Telephone:	909-747-7657
Department:	Fleet
Address 1:	1270 W. Park Ave
Address 2:	
Additional Comments	

Purchasing Agent Approval: _____ Date: _____

City Manager Approval: _____ Date: _____

"A City That Works"

City Council/Financing Authority Meeting **I. 14.**

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Receive and File Annual Report of the Citrus Preservation Commission by Chairman Michael Day (Assistant City Manager Boatman)

MOTION:

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

I move that the City Council receive and file the Citrus Preservation Commission Annual Report.

DISCUSSION:

Attached to this report is the annual report from Michael Day, Chair of the Citrus Preservation Commission.

Attachments

A. Annual Report of the Citrus Preservation Commission

Day Family Farms
From our farm to your kitchen.

11650 Sand Canyon Road
Redlands, CA
92374
info@dayfamilyfarms.com

May 3, 2022

City of Redlands City Council
Attn: Tricia Swope
35 Cajon Street, Suite 222
Redlands, CA 92373

Re: 2021/2022 Citrus Preservation Commission Year in Review

Dear Members of the City Council and Staff,

Thank you again for the opportunity to assist the City with the preservation of the City-owned groves.

The Citrus Commission is the only commission that runs on a schedule. As of my last update in August not much as occurred other than day-to-day farming tasks, and about 70% of the groves have been picked. This year is looking good so far, and we are all very excited to see the results later in the year.

Just as with the previous updates, the citrus industry in our valley and "district" continues to be faced with enormous challenges. We continue to face the ACP and HLB issues, labor and farming cost increases and fruit size/commodity values.

The Commissions Highlights:

- The Commission continues to work with City Staff to update the revenue and expenditure figures for each of the groves.
- City Staff has done a fantastic job bringing the day-to-day farming tasks in house. The now three-person crew is doing a great job and got up to speed quickly. Our Farming Consultant, John Gless, has been a great resource and is a wealth of knowledge. Along with this team, Larry Jacinto Farming is still helping the City and we are doing well. One extra person on the City Farm Staff would help tremendously.
- We have identified a grove for replanting, and you have authorized staff to solicit bids for the work. With the replanting of the Lugonia grove, it will be a showpiece along Highway 38 and within a few years will be profitable, thus helping the fund stay solvent.
- We continue to focus on a public outreach program to help educate the citizens on the importance of ACP treatment and the effects of HLB. City staff has added a link for

resources on the Citrus Commission's webpage and we continue to have ACP/HLB info on the water bills.

- A subcommittee has been meeting to discuss the concept of the Commission and City assisting small private groves because of their impact on our community. The goal is to come up with ideas to bring to staff to help these highly visible groves remain in existence.

One other item: In the past, we have worked closely with our council liaison. We welcome open communication in our meetings and would love to have the opportunity to run ideas and concepts by a Council member on a more regular basis.

Thank you again for the opportunity to assist the city. I am available to meet in person or by phone to answer any questions.

Sincerely,



Michael Day
Day Family Farms
909-556-6276

"A City That Works"

City Council/Financing Authority Meeting **I. 15.**

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a request for in-kind support in the amount of $19,824 related to the 2022 Summer Music Festival event hosted by the Redlands Bowl Performing Arts and determine that the event is categorically 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 this request is appropriate, the following motions are provided:

1. I move that the City Council determine that approval of the 2022 Summer Music Festival event is categorically 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 a request for in-kind support in the amount of $19,824 related to the 2022 Summer Music Festival event hosted by the Redlands Bowl Performing Arts.

RECOMMENDATION:

Staff recommends that the City Council approve the request for in-kind support and determine that the event is categorically exempt from environmental review pursuant to Section 15301 of the state’s guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Facilities and Community Services Department issues permits for special events to be held in public areas of the City. Upon issuance of a special event permit, the event may take place contingent on the event organizer paying the required fees. The City recognizes the value of partnering with non-profit agencies and organizations to provide services beneficial to the community. In an effort to provide support for programs that provide a community benefit, the City Council will, from time to time, consider the authorization of in-kind support including the use of city resources and facilities in support of a special event.

The Redlands Bowl Performing Arts (RBPA) is planning its 2022 season of the Redlands Bowl Summer Music Festival. The concerts are scheduled to take place between June 24, 2022, and August 19, 2022, from the hours of 6:30 p.m. to 10:30 p.m. The anticipated attendance for the 2022 Summer Music Festival season is approximately 100,000 visitors from Redlands and surrounding areas. On January 16, 2007, the City Council approved a lease agreement with RCMA, now RBPA, for the exclusive use of the Redlands Bowl and Prosellis for their summer performances. RBPA is requesting in-kind support consisting of two Redlands sworn police officers during each of their 21 concerts. The RBPA is a registered 501(c)(3) non-profit organization operating out of the City of Redlands. Similar requests have been approved by the City Council for past events. Furthermore, this event has been determined to be categorically exempt from the requirements of the California Environmental Quality Act’s guidelines pursuant to Section 15301. 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.

ALTERNATIVES:

The City Council may deny 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:
Daniel J. McHugh, 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: $19,824

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]	$19,824.00	Hard Cost	$10,620.00
Personnel & Equipment Subtotal	**$19,824.00**		**$10,620.00**
Fees Established by City Council Resolution			
N/A			
Fees Subtotal	N/A		N/A
Total Departmental Charges and Fees	**$19,824.00** (hard) **$0.00** (soft) **$19,824.00 (Total)**		**$10,620.00**

[1]Personnel costs are calculated conservatively assuming the highest staff cost scenario. Actual costs may vary on the day of the event based on the actual staff present. Actual costs will be confirmed following the event and will be included in a reconciliation report presented to the City Council.

The following table summarizes the total estimated costs associated with the use of City resources and in-kind support approved for events scheduled during Fiscal Year 2021-22 to date:

TABLE 2: FY 2021-22 Fee Waivers to date

Hard Costs	Soft Costs	Deposits Refunded	In-kind support Amount	Net Amount
$226,336.60	$6,176.50	$1,900.00	$234,413.10	$232,513.10

Attachments

A. In-Kind Support Request
B. In-kind support attachment
C. Verification of Nonprofit

City of REDLANDS "A City That Works"

FEE WAIVER REQUEST

Event Name: Redlands Bowl Summer Music Festival

Event Date(s): 6/24/22-8/19/22 **Location(s):** Redlands Bowl

Rain Out Date: **Beginning Time:** 6:30pm **End Time:** 10:30pm

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.

We are requesting police presence for each night of the summer music festival, Tuesdays and Fridays (21 nights)

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

- [x] Traffic (*Personnel, equipment, cones, barricades, no-parking* — CVP helps during summer
- [x] Police (*Public Safety Personnel*) — 2 per concert
- [ ] Fire (*Paramedics, Inspectors*)
- [x] Parks (*Cleanup Personnel, Ball Field Lights*) — City of Redlands maintains park and trash
- [ ] 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 Community Music Assn dba Redlands Bowl Performing Arts

Is your Group/Organization a Registered Non-Profit: [x] Yes [ ] No **Non-Profit Federal Tax ID Number:** 95-6006074

Does your Group/Organization Presently Have Liability Insurance? [x] Yes [ ] No

Please be advised that depending upon your request, you may be required to provide proof of insurance coverage in an amount determined by the City and naming the City as an additional insured.

Has your Group/Organization received fee waivers from the City in the past? Share use with City of Redlands

Primary Contact Name & Title: Beverly Noerr, Executive Director

Mailing Address: 168 S. Eureka St. Redlands, CA 92373

Phone Number: 909-793-7316 **E-Mail Address:** bnoerr@redlandsbowl.org

As a part of our commitment to fiscal responsibility, the City of Redlands gathers data associated with the economic and social benefits associated with fee waivers. Please provide estimates, as applicable, for your event.

Positive outcomes for your organization from this

Over 100,000 people attend the Festival each year. They shop and dine throughout the city before and after the programs. We continue to receive calls from patrons asking what steps we take to provide safety for guests at the Bowl.

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

By providing officers at all Festival concerts, the public will feel safer and thus continue to attend, as well as shop and dine in Redlands.

In April 2002, the City Council adopted Resolution 6038, which encourages groups or organizations requesting fee waivers 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 fee waiver requests.

	Proposed Event	Previous Event Actuals	Vendors
Attendance: Redlands Residents	Festival-60,000 per summer		N/A
Attendance: Non-Residents	Festival-40,000 per summer		
Food & Beverage Sales			
Merchandise Sales			
Ticket/Entrance Fees			
Other			
Total Revenue			

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

Signature: _____ **Title:** Executive Director

Please Print Your Name: Beverly Noerr **Date:** 04/7/22

To Be Completed by the City of Redlands

Date Received: _____ **Received By:** _____

Action: _____

REDLANDS BOWL
PERFORMING ARTS

168 S. Eureka Street
Redlands, CA 92373
(909) 793-7316
FAX (909) 793-5086
www.redlandsbowl.org

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Charles L. Marshall
Robin Maupin
Ted Peterman
Valarie Peterson
Anil Punjabi
James Ramos
Treva Webster

STAFF

Beverly Noerr
Executive Director

Kristi Marnell
Operations Director

Valerie Peister
Program Director

Jessica Esteves
Development Associate

Melissa Peykani
Marketing Coordinator

Grace Stewart Mullen
Founder (1875 - 1967)



April 7, 2022

Mayor Paul Barich
City Council Members
P.O. Box 3005
Redlands, Ca 92373

Re: Police Support Fee Waiver for Redlands Bowl Performing Arts

Dear Mayor Barich and members of the Redlands City Council:

I want to thank you and the members of the Council for providing police support for the Redlands Bowl Summer Music Festival programs in past years. Having the very visible police presence at all Bowl concerts has give the public a reassuring sense of security. We are very grateful to you and our wonderful Redlands Police Department for your dedication to the protection of the community.

We are thrilled to be back to a full season of live concerts and returning to our regular times of operation. We are respectfully asking for police support from 7:00 p.m. – 10:00 p.m. on each concert night throughout the summer. Please see the attached schedule of concerts.

Every summer, over 100,000 people attend the Redlands Bowl Summer Music Festival and enjoy world-class performances together under the stars at the Redlands Bowl. The Redlands Bowl is a shining ambassador for the city and attracts many visitors who attend performances and patronize local businesses in Redlands. As families, individuals, and community members gather to enjoy the Bowl performances we want them to continue to feel completely safe in doing so. With your help they will!

Sincerely,

Beverly Noerr, Executive Director
Redlands Bowl Performing Arts

BN/km

CC: Eddie Tejeda, Mayor Pro Tem
Charlie Duggan, City Manager
Chris Boatman, Assistant City Manager
Larry Alms, Counter Services Technician, Facilities and Community Services Dept.
Kristi Marnell, RBPA Operations Director

Redlands Community Music Association Inc.

EIN: 95-6006074 | 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

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

> **Tax Year 2020 Form 990**

> **Tax Year 2019 Form 990**

> **Tax Year 2018 Form 990**

> **Tax Year 2017 Form 990**

"A City That Works"

City Council/Financing Authority Meeting **I. 16.**

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Fiscal Year 2021-22 purchase order modification in the amount of $12,000 with Gabriel Jacobs for Tennis classes at Ford Park for the remainder of the fiscal year (Assistant City Manager Boatman)

MOTION(S):

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

I move that the City Council authorize a modification of Fiscal Year 2021-22 purchase order with Gabriel Jacobs in the amount of $12,000 for tennis classes at Ford Park for the remainder of the fiscal year.

RECOMMENDATION:

Staff recommends City Council authorize staff to execute the modification of an existing Fiscal Year 2021-22 purchase order with Gabriel Jacobs for Tennis classes at Ford Park for the remainder of the fiscal year.

DISCUSSION:

In October 2019, City Council approved an independent contractor agreement for Gabriel Jacob to provide youth and adult tennis lessons to the community of Redlands. The program is held at the Ford Parks tennis court facilities and serves approximately 1500 registrants. Staff regularly seeks vendors to provide instructional sports programs to enhance recreational opportunities in the community. The independent contract agreements provide a 70/30 split in which the City receives 30% of the revenue from the registration fees of the program to cover costs for administrative support and facility usage. Due to the success of this program, staff is requesting additional funds in the amount of $12,000 for the tennis program as it was determined the current amount will not be sufficient to offer the scheduled classes advertised for the remainder of the fiscal year.

The current purchase order amount is $49,950.00, and upon approval of additional funds the total purchase order amount will be $61,950.00.

The table below summarizes and reflects the original amount, the amounts staff is requesting, and the new total purchase order.

Vendor	Current Purchase Order	Amount Requested	Total Purchase Order
Gabriel Jacob	$49,950.00	$12,000.00	$61,950.00

ALTERNATIVES:

City Council may decide to not recommend authorizing staff to execute the modification to the purchase order.

STRATEGIC PLAN:

Supports Priority A – Quality of Life; Strategic Objective 4 – Parks, Recreation and Open Space

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

PREPARED BY:
Dave Jaffe, Recreation Supervisor

Fiscal Impact

Fiscal Year:	FY 2021-22
Revenue Generating:	Yes
Appropriation Required Y/N:	N
Amount:	12,000.00
Budgeted Y/N:	Y

Account No.: 1013096710

Discussion:

All costs derived from the tennis program are offset by program revenue.

"A City That Works"

City Council/Financing Authority Meeting **I. 17.**

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8329 for a Master Lease and Purchase Agreement with Caterpillar Financial Services, Inc., for the lease and purchase of a 2021 Caterpillar Model 420-07 Backhoe Loader in the amount of $160,105.60 (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 Resolution No. 8329.

RECOMMENDATION:

Staff recommends that City Council approve Resolution No. 8329.

DISCUSSION:

The City's Facilities and Community Services Department (Department) is recommending the lease and purchase of a new 2021 Caterpillar Model 420-07 Backhoe Loader with Caterpillar Financial Services, Inc., in the amount of $160,105.60. The existing Backhoe Loader plays a key role in daily City operations as it is used by the Department's Street Division which maintains an excess of 530 lane miles of streets, 298 miles of curb and gutter, and, 355 miles of sidewalk each year.

The existing Backhoe Loader was purchased new in 1996 and currently has over 11,544 hours of operation and has incurred over $203,938.49 in maintenance and repair costs. In addition, this vehicle is no longer compliant with Air Quality Management District standards. The existing vehicle disposition (Unit 461) is attached as a reference.

The Lease and Purchase Master Agreement with Caterpillar Financial Services,

Inc. is for a lease term of six (6) years with an annual payment for the first five years in the amount of $32,000.92 and a remaining payment in the sixth year in the amount of $101. At the end of the agreement and upon the last payment, the City will own the vehicle outright.

Staff followed the City's procurement policies in regard to an existing cooperative contract agreement for Public Utility Equipment with Sourcewell. By utilizing the Sourcewell cooperative purchasing, the City can benefit from previously posted bid packages that have been competitively bid and awarded. 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 equipment.

ALTERNATIVES:

City Council may choose to deny the approval of the Lease and Purchase Agreement with Caterpillar Financial Services and provide alternative direction.

STRATEGIC PLAN:

Priority Focus Area D - Sustainability

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

REVIEWED BY:
Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Dana Abramovitz-Daniel, Purchasing Manager

PREPARED BY:
Kathleen Giorgianni, Senior Administrative Assistant

Fiscal Impact

Fiscal Year:	FY 2022-23
Amount:	160,105.60
Budgeted Y/N:	Yes
Account No.:	101304

Discussion:

Sufficient funding for this service is included in the Street Division's (101304) operating budget request for Fiscal Year 2022-23.

Attachments

A. Resolution No. 8329

B. Lease Documents

C. Sourcewell Contract

D. Disposition Sheet Unit 461

RESOLUTION NO. 8329

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS, CALIFORNIA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT, AND OTHER INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the laws of the State of California (the "State") authorize the City of Redlands (the "City"), a duly organized political subdivision and municipal corporation of the State, to purchase, acquire and lease personal property the benefit of the City and its inhabitants and to enter into any necessary contracts; and

WHEREAS, the City desires to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar attached hereto as Exhibit "A;" and

WHEREAS, the form of the Agreement has been presented to the City Council of the City at its May 17, 2022 meeting at which this Resolution was adopted;

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

Section 1. The Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the City Council's May 17, 2022 meeting, with any Approved Changes as defined below.

Section 2. The City entered into the Agreement with Caterpillar and the Agreement is adopted as a binding obligation of the City.

Section 3. That changes may later be made to the Agreement if the changes are approved by the City's legal counsel and the members of the City Council of the City (the "Approved Changes"), and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes.

Section 4. That Chris Boatman, the City's Facilities and Community Services Director, be and is authorized, directed and empowered, on behalf of the City, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents.

Section 5. That the City Clerk of the City is authorized to attest to this Resolution and affix the seal of the City to the Agreement, this Resolutions, and any related documents.

Section 6. That nothing in this Resolution, the Agreement, or any other document imposes a pecuniary liability or charge upon the general credit of the City or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the City as provided in the Agreement.

Section 7. That a breach of this Resolution, the Agreement, or any related document will not impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the City as provided in the Agreement.

Section 8. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 17th day of May, 2022.

_____
Paul 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 July, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

Caterpillar Financial Services Corporation

Transaction Summary

Customer Data

Name

CITY OF REDLANDS

Address:

35 CAJON ST., Suite 30
REDLANDS, CA 92373-4746

Billing Address:

35 CAJON ST., Suite 30
REDLANDS, CA 92373-4746

Structure Profile

Asset Number		Sale Price	137,581.86
New/Used	New	Down Payment:	
Manufacturer	Caterpillar	Cash Payment	0.00
Model	420-07	Trade In	0.00
Model Description	Backhoe Loader	Other Credit	0.00
Model Year	2021	Rentals Allowed	0.00
Serial Number	H8T01835	Rentals Interest	0.00
		Repairs	0.00
Index		Other Expenses	0.00
CFSC Std Rate	3.5000%	Total Down Payment	0.00
Contract APR	3.5000%	Original Cost	137,581.86
Actual CFSC			
		Upfront Tax - Cat Fin	12,039.03
		Other Fee Fin	7.00
Interest Basis	30/360	Asset Cost	149,627.89
6 Stub Payments of	32,000.92		
Gross Contract	160,105.60	Governmental Buyback Amount	0.00
CFSC Disc/Overrate		Standard Residual	0.00
		Balloon	101.00
Equipment Address:		% of Residual	0.0000%
35 CAJON ST., Suite 30		Exception Request	
REDLANDS, CA 92373-4746		Exception Responder	
US			

Special Conditions:
Standard Environment; Major Attachments- E-Stick Extendable, Tires, Ride Control, Cab, 4x4, Air Conditioning; Asset Work Tools- Thumb Hydraulic, Quick Coupler, Multi Purpose Bucket, Heavy Duty Bucket

Taxes
Tax Type: Sales
Payment Type: TAX_UP_FRONT

Jurisdiction	Tax Rate	Tax Amount
STATE	6.0000%	8,254.92
COUNTY	1.2500%	1,719.77
DISTRICT	0.5000%	687.91
DISTRICT	1.0000%	1,375.82

Payment Structure:
5 Annual payment(s) of 32,000.92 at 3.5000%
1 Stub payment(s) of 101.00 at 3.5000%

EXHIBIT 2
Concluding Payment Schedule to
Government Agreement

Quote Number..... 4336996
Contract Number 001-70065323

Dated _____, 20__

between
Caterpillar Financial Services Corporation
and
CITY OF REDLANDS

Description of Unit: 1 CATERPILLAR 420-07 serial # H8T01835

Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest	Interest Rate	Concluding Payment (*)
1	149,627.89	32,000.92	0.00	0.00	3.50	117,626.97
total		32,000.92	0.00	0.00		
2	117,626.97	32,000.92	0.00	4,116.94	3.50	89,742.99
total		32,000.92	0.00	4,116.94		
3	89,742.99	32,000.92	0.00	3,141.00	3.50	60,883.07
total		32,000.92	0.00	3,141.00		
4	60,883.07	32,000.92	0.00	2,130.90	3.50	31,013.05
total		32,000.92	0.00	2,130.90		
5	31,013.05	32,000.92	0.00	1,085.45	3.50	97.58
total		32,000.92	101.00	1,085.45		
6	97.58	0.00	101.00	3.42	3.50	0.00
total		0.00	101.00	3.42		
total		160,004.60	101.00	10,477.71		

(*)Does not include any rent payment or other amount then due.

Initialed: _____
(Lessee)

Governmental Equipment Lease-Purchase Agreement
Contract Number 001-70065323

CAT Financial

1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):

CITY OF REDLANDS
35 CAJON ST., Suite 30
REDLANDS, CA 92373-4746

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
1 New 2021 Caterpillar 420-07 Backhoe Loader	H8T01835	SEE ATTACHMENT	$101.00	_____

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us according to the attached payment schedule; provided that all amounts owing hereunder will be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 100647, PASADENA, CA 91189-0647 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

   The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 3.50% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding

any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **11. Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Notwithstanding our designation as "Lessor," we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred, and you have not exercised your right of non-appropriation. If an Event of Default

occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B **and** a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR	**CATERPILLAR FINANCIAL SERVICES CORPORATION**	**LESSEE**	**CITY OF REDLANDS**
Signature	_____	Signature	_____
Name (Print)	_____	Name (Print)	_____
Title	_____	Title	_____
Date	_____	Date	_____



Purchase Agreement
Contract Number 001-70065323

CAT Financial

This Purchase Agreement is between **QUINN COMPANY** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

Description of Unit(s)	Serial#	VIN #	Freight	Total Price
(1) 420-07 CATERPILLAR Backhoe Loader	H8T01835		$	$137,581.86

Lessee:
CITY OF REDLANDS
35 CAJON ST., Suite 30
REDLANDS, CA 92373-4746

Subtotal	**$137,581.86**
Federal Excise Tax	**$0.00**
Other Tax	**$0.00**
Total Purchase Price	**$137,581.86**

Unit(s) Delivery Point:
35 CAJON ST., Suite 30
REDLANDS, CA 92373-4746

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (Print) _____

Title _____

Date _____

QUINN COMPANY

Signature _____

Name (Print) _____

Title _____

Date _____

Additional Terms and Conditions
Contract Number 001-70065323

CAT Financial

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.

2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing. which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).

3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).

4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.

5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).

6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.

7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.

8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.

9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

Payment Schedule
Contract Number 001-70065323

CAT Financial

1. PARTIES

LESSOR	LESSEE
CATERPILLAR FINANCIAL SERVICES CORPORATION	CITY OF REDLANDS

2. PAYMENT SCHEDULE

PAYMENT NUMBER	PAYMENT DATE	PAYMENT AMOUNT
1 - 5	_____	$32,000.92
6	_____	$101.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION		CITY OF REDLANDS	
Signature	_____	Signature	_____
Name (Print)	_____	Name (Print)	_____
Title	_____	Title	_____
Date	_____	Date	_____



Opinion of Counsel

CAT Financial

Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70065323) (the "Lease") Between CITY OF REDLANDS ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of California (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.

2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.

3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.

4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.

5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.

6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.

7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.

8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.

9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.

10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

CITY OF REDLANDS N/A

Name(Print): _____ Date: _____

Signature: _____ Address: _____

Title: _____

US Opinion of counsel

4336996 13/01/2022 02:39:51 PM Ref. 1231649

CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment.On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to $2,500 limit.

Rental Reimbursement

The plan allows for rental costs up to $2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to $100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a $10,000 maximum for debris removal.

The policy will pay fire department service fees up to $5,000.

Deductible

$1,000 Construction and Agricultural Equipment Deductibles:
$5,000 deductible all logging Equipment

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228.**
You may also e-mail CIC at physicaldamage@cat.com

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002
(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property,or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: $ 0.00

APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 420-07	Backhoe Loader	H8T01835		$149,620.89	$3,860.00	$826.01

Marsha Blaisdell

Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be $3,860.00, which is $772.00 per year based upon the total equipment value of $149,620.89.

Method 1 ☐ I will finance the insurance premium, including finance charges, of $826.01 per scheduled equipment payment. The finance charge is calculated at 3.39% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.

Method 2 ☐ I desire coverage for an initial 12 month term. I will pay the $772.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 3 ☐ I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 4 ☑ I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice. (See letter of Self-Insured Retention)

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: CITY OF REDLANDS
Dealer Name: QUINN COMPANY

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By: _____ Name (PRINT): _____

Title: _____ Date: _____

US CAT INSURANCE SELECTION FORM

4336996 13/01/2022 02:40:11 PM Ref. 1231649

MANAGEMENT SERVICES
DEPARTMENT
Human Resources/Risk Management
Division

City of
REDLANDS
Incorporated 1888
35 Cajon Street, Suite 10
P.O. Box 3005, Redlands, CA 92373
909-798-7514

JANICE McCONNELL
City Manager

TOMMI NG, PHR
Assistant Director, HR/Risk Management

September 10, 2019

RE: Letter of Notice - Maintenance of Self-Insured Retention

To whom it may concern,

This letter is being issued to provide notice that the City of Redlands maintains the following insurance coverage and limits:

Excess General Liability
Self-Insured Retention Amount: $500,000.00
Liability Limit: $5,000,000.00
Excess Layer: $10,000,000.00
Policy#: EIA PE 19 EL-112
Effective Date: 07-01-19 to 07-01-20
Reinsured by: Argonaut Insurance Co/Markel Global Reinsurance Co.

Auto Liability is not carried by the City, but coverage is provided via the General Liability for the actions of City employees while utilizing any vehicle during the course of their work- related activities.

Workers' Compensation Liability
Self-Insured Retention Amount: $1,000,000.00
Max Liability Limit: $25,000,000.00
Policy#: SP 4060661
Effective Date: 07-01-19 to 07-01-20
Reinsured by: Safety National Casualty Corporation

Requests for further information on the Claims process can be made to Claims@cityofredlands.org

Should you require further information regarding City insurance policies, please contact my office at 909-798-7514 x 1792.

Sincerely,

M. Tillman

Myletta Tillman
Risk/Safety Specialist
City of Redlands
mtillman@cityofredlands.org

Fraud Warning:

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER

CAT Financial

Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of $1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Financial Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call **1-800-248-4228,** or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.

Transaction Number: 001-70065323 **Dealer Name:** QUINN COMPANY
Customer's Name: CITY OF REDLANDS
Address: 35 CAJON ST. Suite 30
REDLANDS, CA 92373-4746

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

MAKE/MODEL	DESCRIPTION OF UNITS	SERIAL/VIN	Value Including Tax
1 New Caterpillar 420-07	2021 Backhoe Loader	H8T01835	$149,620.89

Insurance Agency _____ Insurance Agent's Name _____

Street Address _____

City _____ State _____ Zip _____

Agent's Phone Number _____ Fax Number _____ E-mail Address _____

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Caterpillar Financial Services Corporation as a Loss Payee for physical damage and as an Additional Insured for general liability:

[ ] To my existing policy number(s)_____, which now provide the coverage required, or

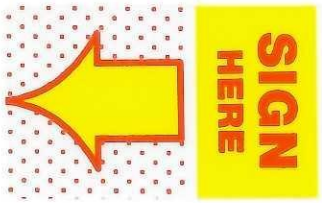
[✓] To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____

Name(Print) _____

Title _____

Date _____



PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION VERIFICATION
Contract Number 001-70065323

CAT Financial

CUSTOMER INFORMATION		CHANGES TO CUSTOMER INFORMATION
Customer Name:	CITY OF REDLANDS	
Physical Address:	35 CAJON ST., Suite 30	
	REDLANDS, CA, 92373-4746	
Mailing Address:	35 CAJON ST., Suite 30	
	REDLANDS, CA, 92373-4746	
Equipment Location:	35 CAJON ST., Suite 30	
	REDLANDS, CA, 92373-4746	
Business Phone:	909-798-7655	
E-mail Address:		

The changes above apply to: ☐ Current Request for financing ☐ All active contracts

TAX INFORMATION

Tax Exempt** **Non-Exempt**

Asset outside the City limits Yes _____ No _____

**A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.

DIRECT PAY INFORMATION (Checking Account Information)

☐ **I am currently on Direct Pay and authorize Direct Pay for this transaction. Please use my ACH information on file.**

☑ **I decline** Direct Pay authorization at this time

☐ **I request and authorize Caterpillar** Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Direct Pay on:

Bank Name

Account Name (exactly as it appears on Check)

Routing Number

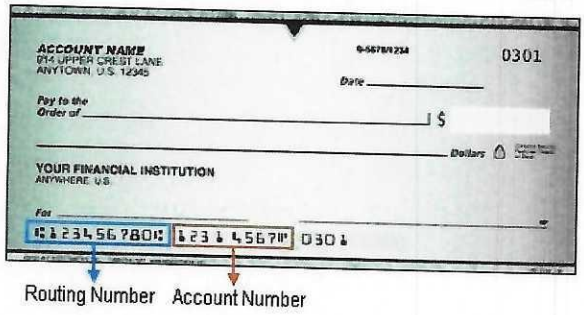
9 digits

Account Number

3-17 digits

Re-Enter Account Number

3-17 digits



☐ **Current Request for financing** ☐ **All active contracts (*Does not apply to future transactions*)**

US Customer Information Verification Form

4336996 13/01/2022 02:40:01 PM Ref 1231649

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

_____

Name _____

Title _____

For questions or assistance with Direct Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C. Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than $100,000 Form 8038GC is filed with the IRS. If the original principal amount is $100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G
http://www.irs.gov/pub/irs-pdf/f8038g.pdf

IRS Form 8038GC http://www.irs.gov/pub/irs-pdf/f8038gc.pdf

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

Meeting Minutes

CAT Financial

QUINN COMPANY
10006 ROSE HILLS RD
CITY OF INDUSTRY, CA 90601-1702

Reference:

CITY OF REDLANDS

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
1	01/13/2022	001-70065323

CITY OF REDLANDS
35 CAJON ST., Suite 30
REDLANDS, CA 92373-4746

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 2021 CATERPILLAR 420-07 BACKHOE LOADER	H8T01835		Upon Receipt.	1	$32,000.92
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					
			PLEASE PAY THIS AMOUNT	**$**	**$32,000.92**

Invoice No.	Total Enclosed
001-70065323 - 1	$

CITY OF REDLANDS
35 CAJON ST., Suite 30
REDLANDS, CA 92373-4746

Remit To: Caterpillar Financial Services Corporation
5th Floor Document Services
Doc Specialist: QUINN COMPANY
2120 West End Ave.
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.
Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.

US INVOICE (ADVANCE PAYMENT)

4336996 13/01/2022 02:39:41 PM Ref. 1231649

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Caterpillar Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.11 / page 29	Assignment of Contract	Notwithstanding the Terms of Section 8.11, Caterpillar shall be permitted to subcontract certain of its duties to Cat dealers for performance. *	Sourcewell accepts
Section Q / page 32	Provisions for non-federal entity procurements under federal awards or other awards; airport improvement program provisions	Section Q shall be deleted in its entirety. However, Caterpillar Dealers will review individual transactions that may implicate certain provisions within section Q on a case by case basis as required. *	Sourcewell accepts

*Please see page 2 of this form for comments regarding this exception request.

Proposer's Signature: Tatum A Redpath **Date:** 3/13/19

Sourcewell's clarification on exceptions listed above:

LEGAL
HCP
Initials
May 3, 2019
Date

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Caterpillar Comments on Exception Requests:

Exception to 8.11

Because we rely on our dealer network to work closely with customers to execute the terms of this agreement, we want to clarify that we may subcontract these obligations to them. This is how we are operating today to the satisfaction of all involved and we intend for this strong, close, and effective relationship to continue.

Exception to Section Q

In many situations we will be willing to comply to these terms. However, it is impossible to provide a blanket acceptance as each transaction is unique. For example, the Buy American provision referenced in 8.43 will be acceptable for some products and not for others depending on the source of production. By looking at each transaction individually we can ensure careful consideration. It is our desire to earn this business and when we are able to comply we will honor the terms specific to the transaction.

Contract Award
RFP #032019

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Caterpillar Inc. Date: 3/6/19

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

CAGE Code/DUNS: 11083/944204924

Contact Person: Patty Redpath Title: Governmental Account Manager

Authorized Signature: Patrick Kearns
(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0ED2A139D0648B...
SOURCEWELL DIRECTOR OF OPERATIONS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E42B8F817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc.

Authorized Signatory's Title North America Industry Manager

VENDOR AUTHORIZED SIGNATURE

Patrick Kearns
(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver 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.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: 309-675-1000

E-mail Address: Cat_Governmental@cat.com

Authorized Signature: Patrick K

Authorized Name (printed): Patrick Keane

Title: North America Industry Manager

Date: 3/6/19

Notarized

OFFICIAL SEAL
JODY R. MCKENZIE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Feb 2, 2020

Subscribed and sworn to before me this 6th day of March, 20 19

Notary Public in and for the County of Peoria State of Illinois

My commission expires: February 2, 2020

Signature: Jody R McKenzie

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Caterpillar Inc.

Questionnaire completed by: Patty Redpath

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

   Our dealers accept payment from members and their terms may vary. The most common term is net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

   Yes. We offer both leasing and financing options to governmental members of Sourcewell at rates **lower** than available to the general public.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

   Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:

   1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.
   2) The Cat dealer then accepts the PO, issues the invoice, accepts payment, and delivers the machine.
   3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claim with Caterpillar.
   4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administration fee.

   Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

   Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

  Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see **Attachment D** for details.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

  We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

  The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

  We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where is it located.

- 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?

  Warranty service for on machines ordered from a Caterpillar facility is generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.

- What are your proposed exchange and return programs and policies?

  We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.

6) Describe any service contract options for the items included in your proposal.

We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.

1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance)

   After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:
   a) Powertrain
   b) Powertrain + Hydraulics

c) Powertrain + Hydraulics + Technology
d) Premier

A description of all these options is included in **Attachment E**.

Important note: The purchase price for these Extended Service Coverage plans is **lower** for governmental agencies than it is for private buyers.

2) Customer Service Agreements (CSAs)

A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.

The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CSAs are a useful tool to manage expenses. Most CSAs are bundled at the time of purchase; however, they may be added at any time.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering the new machine and work tool product lines as set forth in this proposal. This includes nearly 200 machine choices and more than 200 types of work tools.

In addition to new machines and work tools, we are happy to offer members access to rental machines, used machines, parts, service, extended service coverage plans, CSAs, products from Cat Safety Services, sourced goods, and open market items.

We understand that each member's needs will vary, and we are proud to supply a complete solution from the industry's largest product line.

8) 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. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model is simple. We offer a deep discount off the current machine and work tool list prices to all Sourcewell members.

We have provided base machine pricing in **Attachment F.** However, for execution of the agreement we will ask our dealers and Sourcewell members to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the agreed upon stated minimum discount to that configured List Price amount. Dealers and members should remember to factor in any expected price increases if a machine will be built to order.

Attachment G shows the discount offered for each new machine.

Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our discount range varies between 3% and 30%. It's important to note that discount comparisons between different machines cannot be considered an apple-to-apples comparison. Caterpillar product managers have broad leeway in product pricing, and there are some significant variations on pricing strategy. For example, a discount of 10% on Product A, may be equivalent to a 20% discount on Product B. The discounts offered to Sourcewell members are better than what is widely available to non-member/private purchasers.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

__X__c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and/or services at their discretion.

12) 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.

Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.

Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.

14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

There is no additional cost to members who choose to pick up their machine from the Cat dealer. Dealers may charge fees for delivery to the member's location.

15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the member's location.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Machines are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.

17) Please 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 Members 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.

We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.

Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process is working well.

- To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer-facing pricing pages. Dealers integrate these numbers automatically in their quoting software.
- To ensure new machine and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy.
- After month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.
- After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.

18) 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 RFP Section 6.29 and following for details.)

We would be pleased to offer an administration fee of 0.50% of net dealer revenue on the sales of new machines and work tools. Caterpillar will pay this fee and will not ask members or dealers to bear any additional burden.

Industry-Specific Questions

19) Describe any industry-specific quality management system certifications obtained by your organization.

Throughout the history of Caterpillar, we've produced reliable, durable products our customers have been able to count on for many years...if not decades. This reliability and durability is foundational to our brand. We measure ourselves on both defects and durability. Defects are issues that prevent a machine or any part of it from performing as intended within the first year of service. Durability is defined as the actual achieved life of a machine or component. We pride ourselves on leading the industry.

Specifically, as it relates to this question, the below list shows our current quality certificates:

03 - Thin Film Coating Center, Mossville (IL), USA - CQMS / ISO9001:2015 Certificate (Exp date: 09-Mar-2019)
05 - Caterpillar Global Machine Development - Peoria Proving Ground, Peoria (IL), USA - ISO17025:2005 (Expiry date 31-Jan-2021)
06 - Caterpillar Inc., Cast Metals Organisation, Mapleton (IL), USA - ISO9001:2015 (Expiry date 24-Apr-2021)
08 - Caterpillar Inc., - SOS Services Laboratory (Main Multi-site), Peoria, IL, USA - ISO9001:2015 (Expiry date 29-Nov-2020)
12 - Caterpillar Inc. - Matl Handling & Underground Div. (Aurora), Montgomery IL, USA ISO9001:2015 Certificate. (Exp: 23-Feb-2020)
13 - Caterpillar Inc.- Construction and Mining Equipment (HQ), Decatur (IL), USA - ISO9001:2015 Certificate. (Exp date: 26-Oct-2021)
16 - Caterpillar Inc. - East Peoria (Multi-Site - TTT), Tractor Drive, East Peoria (IL), USA - ISO9001:2015 Certificate (Exp: 30-Nov-2019)
28 - Caterpillar Brasil Limited, Campo Largo, Brasil - ISO9001:2015 (Exp date: 23-Jul-2020)
28 - Caterpillar Brasil Ltda., Piracicaba, Brasil - ISO9001:2015 Certificate (Exp date: 19-Mar-2021)
29 - Caterpillar Engine Systems Inc. (HQ), Pontiac (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
40 - Caterpillar Engine Systems Inc., Mossville (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, Mossville (IL), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, San Antonio (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, Schertz (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
41 - Caterpillar Powertrain & Hydraulics - Systems Development, Mossville (IL), USA - ISO17025:2005 (Expiry date 31-Dec-2019)
41 - Global Engine Development - North America, Mossville, IL 61552, USA - ISO17025:2005 (Exp Date: 31-Aug-2019)
68 - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Corinth (MS), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
68 - Caterpillar Inc. Remanufacturing Services (HQ), Corinth, MS 38834, USA, ISO 9001:2015 (Exp Date: 19-Jun-2020)
7P - Perkins Motores Do Brasil LTDA, Curitiba, BRASIL - CQMS:2015 / ISO9001:2015 Certificate (Expiry date 05-Oct-2020)
88 - Caterpillar Inc. Lafayette Engine Center, Lafayette (IN), USA - ISO9001:2015 Certificate (Expiry date 04-Feb-2021)
89 - Caterpillar Mexico S.A. de C.V. (Monterrey), Nuevo Leon, Mexico 66350 - CQMS:2015/ISO 9001:2015 Certificate (Exp: 12-Jul-2019)
92 - Caterpillar Midwest Logistics Center (Champaign), Illinois - ISO 9001:2008 (Exp Date: 29-Jan-2018)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 1), Mexico - ISO 9001:2015 (Exp: 19-Jun-2020)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 3), Mexico ISO9001:2015 Certificate (Exp: 19-Jun-2020)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (ORADEL), Mexico ISO9001:2015 Certificate (Exp. 19-Jun-2020)
CP - Caterpillar Global Machine Development - Tucson Proving Ground, Tucson (AZ), USA ISO17025:2005 (Expiry date 31-Jan-2020)
DQ - Caterpillar Inc. Building Construction Products Division, Clayton (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
FJ - Anchor Coupling (Menominee), Menominee (MI), USA ISO9001:2015 (Expiry date 22-Jan-2021)
HL - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Prentiss (Boonville - MS), USA ISO9001:2015 Certificate (Exp. 19-Jun-2020)
HP - Caterpillar Dyersburg, Tennessee - ISO9001:2008 Certificate. (Expiry date 14-Sep-2018)
HZ - Caterpillar Inc., Industrial Power Systems Division, Sequin (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
JA - Caterpillar Inc. Building Construction Products Division, Sanford (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
JL - Caterpillar Inc. - Precision Pin Products Group, Sumter (SC), USA - ISO9001:2015 (Expiry date 22-Oct-2018)
JQ - Caterpillar Inc. Building Construction Products Division, Athens (GA), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
LE - Caterpillar Inc., Griffin Generators, Griffin (GA), USA - ISO9001:2015 Certificate. (Expiry date 03-Mar-2021)
LS - All Caterpillar Newberry LLC Facilities - DNV ISO 9001:2008 (Exp Date: 15-Sep-2018)
M5 - Caterpillar Inc. Building Construction Products Division (HQ), Cary (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
MC - Caterpillar Inc. Building Construction Products Division, Torreon, MEXICO - ISO9001:2015 (Expiry date 06-Jul-2021)
N4 - Advanced Components and Technologies, Mossville (Il), USA - ISO 9001:2015 Certificate (Exp Date: 24-May-2019)
PE - Caterpillar Inc. (Remanufacturing Site Specific Certificate), West Fargo (ND), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)
PV - Perkins Shibaura Engines LLC, Griffin (GA), US ISO9001:2015 (Expiry date 31-Jan-2020)
QR - Caterpillar Global Mining - Houston PA - ISO 9001:2008 (Exp Date 15-Sep-2018)
R8 - Caterpillar Inc. / Paving Products / Minneapolis, (MN), USA - ISO 9001:2015 Certificate (Exp Date: 27-Nov-2020)
T3 - Solar Turbines Europe S.A. – Oil and Gas, Avenue de Finlande, Braine L'Alleud, Belgium - ISO 9001:2015 Certificate (Exp. 22-Sep-2020)
T3 - Solar Turbines Inc. (Packaging Systems Operations), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
T3 - Solar Turbines Inc. (Power Generation), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 10203 Sam Houston Park Drive, Houston TX, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9250 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9280 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9330 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Pkg Systems Operations (HQ), 4200 Ruffin Road, San Diego CA, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Pkg Systems Operations, Teran-Teran 20120 Int., Tijuana (BC), Mexico - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Power Generation, 4180 Ruffin Road, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp : 22-Sep-2020)
T3 - Solar Turbines Inc. - Turbofab, DeZavala Road, Channelview (TX), USA - ISO9001:2015 Certificate (Expiry date 23-July-2021)
T3 - Solar Turbines Inc., - Construction Services, Houston (TX), USA - ISO9001:2015 Certificate (Exp Date: 07-Jul-2021)
T3 - Solar Turbines Inc., - Desoto Overhaul Operations, Desoto (TX), USA - ISO9001:2015 Certificate (Expiry date 24-Aug-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod, W Seattle Street, Broken Arrow OK, USA - ISO9001:2015 Certificate (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Ruffin Road, San Diego (CA), USA - ISO9001:2015 Cert. (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Sky Park Ct, San Diego (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gear Systems / Superior Gear, Gardena (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 1, Chilpancingo, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)

T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 2, Ciudad Ind Otay, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Incorporated, Mabank (TX), USA - ISO9001:2015 Certificate (Expiry date 04-Aug-2021)
T3 - Solar Turbines Switzerland Sagl, 6595 Riazzino, Switzerland - ISO9001:2015 Certificate (Expiry date 08-May-2018)
UD - Denison, TX -Caterpillar Global Mining LLC-ISO 9001:2008 (Exp Date: 03-Aug-2020)
UH - Caterpillar Acuna - Construction and Mining Equipment, Ciudad Acuna, Coahuila, Mexico - ISO9001:2015 Certificate. (Exp: 26-Oct-2021)
UH - Caterpillar Inc. - Acuna, Coahuila, MEXICO - ISO9001:2015 Certificate (Expiry date 26-Oct-2018)
UJ - Caterpillar - North Little Rock, North Little Rock (AR), USA - CQMS:2015 / ISO 9001:2015 Certificate (Exp Date: 05-Jun-2019)
XO - Anchor Coupling (Goldsboro), Goldsboro (NC), USA - ISO 9001:2015 (Exp date: 20-Dec-2018)
XY - Caterpillar Reynosa S.A. de C.V., Reynosa, Tamaulipas, Mexico - ISO9001:2015 Certificate (Exp date: 03-Oct-2020)
YP - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Franklin (IN), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
YV - Caterpillar Surface Mining and Technology, South Milwaukee (WI), USA - ISO9001:2015 (Expiry date 04-Jun-2021)
ZZ - Caterpillar Inc. - Advanced Components Manufacturing (Hydraulic Cylinders), Sumter (SC), USA - ISO9001:2015 Cert (Exp: 28-Mar-2020)

20) Describe any environmental management system certifications obtained by your organization.

We described our "green initiatives" more completely in Form A, Question 29. To be specific regarding ISO standards, we are listing here the plants that are certified to ISO 14001:2004 Environmental Management System:

Plants certified with ISO 14001:2004 Environmental Management System
Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018
Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021
Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017
Mapleton - 14001:2004 self-certification - issued January 2013
Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021
Reman Services - Franklin - ISO 14001:2004 - May 2017

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Caterpillar understands the value to the customer of a well-defined preventive maintenance plan. Each machine we sell has very clear and detailed instructions for routine maintenance. We find that some customers prefer to do the maintenance themselves, others want our dealers to track and perform the service.

For customers who retain maintenance responsibilities, we have several tools available to facilitate that. As an example, My.Cat.Com makes it easy for customers to access critical information about their fleet.

STARTER CONNECTIVITY: If the customer purchases a machine with a factory-installed Product Link device, the customer will receive Cat Daily connectivity at no cost (for seven years on Building Construction Products machines; 12 years on Global Construction & Infrastructure machines). Cat Daily provides basic information once per day via My.Cat.Com or via a mobile app as described below.

My.Cat.Com users have access to:

- Equipment location
- Hours
- Diagnostic and operational events
- Fuel burn
- Dealer work orders
- Parts lists and Preventive Maintenance Checklists
- Parts ordering
- Safety service letters
- Rental documentation
- Warranty information

- Operation and maintenance manuals
- Preventive maintenance alerts and scheduling
- Cat Inspect outcomes
- S-O-S fluid analysis results

A subset of this information is also available in the Cat App: Fleet Management (IOS and Android).

In some situations, information available through My.Cat.Com provides an agency with sufficient data. But sometimes the equipment manager/public works director wants a more comprehensive view of their assets and/or the ability to manage an entire fleet. To meet that need, Caterpillar offers VisionLink—a powerful, flexible platform with enhanced capabilities, like customizable reports and notifications, that makes it easier to optimize productivity, manage assets and reduce costs.

ADVANCED CONNECTIVITY TRIAL: For any construction machine with a Product Link device, the customer will receive a six-month complimentary VisionLink Essentials trial. After the trial period ends, customers may elect to continue access at several different levels:

- **VisionLink Daily** – offers convenient, affordable, once-a-day telematics information. Ideal for customers who only need once-per-day reporting
- **VisionLink Basic** – provides basic asset management features including hour and location monitoring as well as geographic fencing and maintenance management. Recommended for machines that only report hours, where data updates and related features are needed more frequently than once per day.
- **VisonLink Essentials** – includes all the features of Basic plus health, utilization, and productivity features with frequent data updates. Ideal for customers needing up-to-date information about site operations, productivity, asset location, and operator performance, as well as timely notification of issues as they occur.

Another free app we offer is designed to help customers focus on safety and preventive maintenance. The "Cat Inspect" app offers multiple features geared to make regular machine inspections simple and useful.

- **Daily Walkaround** inspections are designed primarily for operators who are guided where to look on their particular machine and allows them to document and report any abnormalities.
- **Preventive Maintenance** inspections are more in-depth and are designed for customer or dealer technicians to inspect components for signs of wear and to ensure that all recommended preventive maintenance procedures are completed and recorded.
- **Technical Analysis** inspections are the most in-depth and are normally used once per year or when a machine is at the end of a customer's ownership period.

This app includes the ability to take pictures, make notes and complete and share inspections electronically. Inspection reports are also integrated into both My.Cat.Com and VisionLink, providing visibility to overall fleet health.

For customers who intend to rely on dealers for maintenance, they can schedule the work themselves as needed, or we propose a variety of CSAs (Customer Support Agreements). These are completely customizable, but we offer starting points for several levels with corresponding price points which vary by product.

- Customer performed preventative maintenance – the Cat dealer will provide the necessary parts per the maintenance schedule; the customer will do the work.

- Dealer performed preventative maintenance – the Cat dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum.
- Component maintenance and repair agreement – the Cat dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life.
- Total maintenance and repair agreement – the Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

Signature: Peter A Redpath Date: 3/13/19

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AMENDMENT #1
TO
CONTRACT #032119-CAT

THIS AMENDMENT is by and between **Sourcewell** and **Caterpillar Inc.** (Vendor).

Sourcewell awarded a contract to Vendor for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies effective May 13, 2019, through May 13, 2023 (Contract). Vendor implemented changes to its dealer reporting system and now wishes to modify the Contract to accurately report Administrative Fee payment calculations.

The parties wish to amend the following terms within the Contract:

1. This Amendment is effective upon the date of the last signature below.
2. Any Contract term related to calculation of Administrative Fee that is paid to Sourcewell is deleted and replaced with the following:

   "Vendor will pay to Sourcewell an Administration Fee calculated at 0.33% of Caterpillar's MSRP for each piece of equipment purchased by Sourcewell's Participating Entities. Caterpillar will pay the Administration Fee to Sourcewell on a quarterly basis."

Except as amended above, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 7/12/2021 | 7:35 PM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 7/12/2021 | 8:38 PM CDT

Caterpillar Inc.

By: DocuSigned by: Dawn Zink D650153CBFB0477...
Dawn Zink

Title: Caterpillar Governmental Marketing Manager

Date: 7/12/2021 | 3:32 PM CDT

VEHICLE DISPOSITION POINT CHART

UNIT # 461

DEPARTMENT Facilities and Community Services Department

DIVISION Streets

ORIGINAL PURCHASE COSTS $ 58,000.00

VEHICLE CONCERNS : EQUIPMENT QUALIFIES FOR REPLACEMENT

BLUE BOOK VALUE OF VEHICLE $ 18,500.00

			POINTS	
AGE OF VEHICLE (Months)	312	Months	26	ONE POINT FOR EACH YEAR OF CHRONOLOGICAL AGE, BASED ON INSERVICE DATE
CURRENT MILEAGE	11,544	Miles/Hours	1	ONE POINT FOR EACH 10,000 MILES OF USE
VEHICLE USE: (Type Yes in the field that applies)				
Administrative			0	1,3, OR 5 POINTS ARE ASSIGNED BASED ON TYPE OF SEVICE THAT VEHICLE RECEIVES.FOR EXAMPLE A POLICE PATROL CAR WOULD BE GIVEN A 5 BECAUSE IT IS A SEVERE DUTY SERVICE. IN CONTRAST AN ADMINISTRATIVE SEDAN WOULD BE GIVEN A 1.
Police Unit			0	
Fire Vehicle (Battalion Chief Truck, Etc.)			0	
PW Field Vehicle (Trucks)			0	
Equipment	x		5	
Pool			0	
SHOP FREQUENCY PER MONTH (Type Yes in the field that applies)				POINTS ARE ASSIGNED AS 1, 3, OR 5 DEPENDING ON THE FREQUENCY THAT A VEHICLE IS IN THE SHOP FOR REPAIR.A FIVE WOULD BE ASSIGNED TO A VEHICLE THAT IS IN THE SHOP TWO OR MORE TIMES PER MONTH ON AVERAGE, WHILE A 1 BE ASSIGNED TO A VEHICLE IN THE SHOP AN AVERAGE OF ONCE EVERY THREE MONTHS OR LESS
Two or More per Month	x		5	
1 Every other to 1 per Month			0	
1 Every Three Months or Less			0	
Major Damage/Total Loss			0	
TOTAL REPAIR HOURS 124.21				1 TO 5 POINTS ARE ASSIGNED BASED ON TOTAL LIFE M&R COST(NOT INCLUDING REPAIR OF ACCIDENT DAMAGE) A 5 IS ASSIGNED TO A VEHICLE WITH THE LIFE M&R COSTS EQUAL OR GREATER TO THE VEHICLE'S ORIGINAL PURCHASE PRICE, WHILE 1 IS GIVEN TO A VEHICLE WITH LIFE M&R COSTS EQUAL TO 20% OR LESS OF ORIGINAL PURCHASE COST.
MAINTENANCE & REAIR COST FOR VEHICLE LIFE (RTA DATABASE)	$ 203,938.49		5	
CURRENT CONDITION OF VEHICLE (Type Yes in the field that applies)				THIS CATEGORY TAKES INTO CONSIDERATION BODY CONDITION, RUST, INTERIOR CONDITION, ACCIDENT HISTORY, ANTICIPATED REPAIRS, ETC. A SCALE OF 1 TO 5 POINTS IS USED WITH 5 BEING POOR CONDITION.
Excellent			0	
Good			0	
Minor			0	
Poor	x		4	
Major Damage			0	
		Total Points	**46**	

POINT RANGES		
Under 18 Points	**CONDITION I**	**EXCELLENT**
18 TO 22 POINTS	**CONDITION II**	**GOOD**
23 TO 27 POINTS	**CONDITION III**	**QUALIFIES FOR REPLACEMENT**
27 AND ABOVE	**CONDITION IV**	**NEEDS IMMEDIATE CONSIDERATION**

RECOMMENDATION **NEEDS IMMEDIATE CONSIDERATION**

EVALUATION COMPLETED BY Monica Duran ON BEHALF OF THE FLEET MAINTENANCE DEPARTMENT

"A City That Works"

City Council/Financing Authority Meeting **I. 18.**

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a First Amendment to the Public Works Contract with Matich Corporation for the PMP 2021 Street Resurfacing Project to increase Contractor's compensation in the amount of $176,291.47 for the Community and Senior Center access parking lot and ADA improvements (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 that the City Council approve the First Amendment to the Public Works Contract with Matich Corporation for the PMP 2021 Street Resurfacing Project to increase Contractor's compensation in the amount of $176,291.47 for the Senior Center access parking lot and ADA improvements.

RECOMMENDATION:

Staff recommends City Council determine approval of the First Amendment to the Public Works Contract with Matich Corporation for the PMP 2021 Street Resurfacing Project is categorically exempt from environmental review in accordance with Section 15301 of the State's guidelines implementing the California Environmental Quality Act.

Staff further recommends City Council approve the First Amendment to the Public Works Contract with Matich Corporation for the PMP 2021 Street Resurfacing Project to increase Contractor's compensation in the amount of $176,291.47 for the Community and Senior Center access parking lot and ADA improvements.

DISCUSSION:

On September 7, 2021, City Council approved a contract with Matich Corporation (Matich) for the Pavement Management Program 2021 Street Resurfacing Project (PMP 2021) in the amount of $9,235,780, with an estimated construction completion timeline of two-hundred (200) calendar days after issuance of a Notice to Proceed. The Project is under construction and scheduled for completion in June 2022. In December 2021, Facilities and Community Services (FCS) staff conducted an assessment of the current condition of the Community and Senior Center parking lot, and determined that the pavement is in poor condition. Also, the parking lot is not compliant with the current American with Disabilities Act (ADA) standards.

In order to complete the Community and Senior Center parking lot and ADA improvements efficiently, staff solicited a cost proposal from Matich for these improvements. Matich submitted a reasonable cost proposal of $176,291.47 for this work. An amendment to the existing Matich contract will not affect the current PMP 2021 completion timeline. Staff recommends an amendment to increase the existing Matich PMP 2021 Contract by $176,291.47, resulting in a revised Contract total of $9,412,071.47. The additional cost is available in the FY 21/22 FCS approved budget from the Recreation and Senior Services fund.

ALTERNATIVES:

Council may elect to reject the contract amendment. However, this will delay the community and senior center parking lot improvement.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:

Christopher Boatman, Assistant City Manager

RECOMMENDED BY:

Charles M. Duggan Jr., City Manager

REVIEWED BY:

Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director
Tabitha Kevari, Facilities and Community Services Assistant Director

PREPARED BY:
Jawad Naderi, Associate Engineer

Fiscal Impact

Fiscal Year: FY 2021-22
Appropriation Required Y/N: N
Budgeted Y/N: Y
Account No.: 101309-8501
Discussion:

There is no fiscal impact associated with this Contract amendment. The FY 21/22 Recreation and Senior Services budget includes adequate funding for this project.

Attachments

First Amendment to Matich Contract
Executed Contract- Matich Corp. (Reference only)

FIRST AMENDMENT TO THE PUBLIC WORKS CONSTRUCTION CONTRACT

This first amendment ("First Amendment") to the Public Works Construction Contract of the PMP 2021 Street Resurfacing Project ("Contract"), dated September 7, 2021, by and between the City of Redlands, a municipal corporation and general law city ("City"), and Matich Corporation ("Contractor"), is made and entered into this 17th day of May, 2022.

RECITALS

WHEREAS, it is the desire of City and Contractor to amend their existing Contract, specifically to amend the scope of work by including Senior Center parking lot access and ADA improvements, and amend the Contract Sum of the Contract; and

WHEREAS, the City Council approved the Contract with Contractor for work in accordance with the Contract Documents for City's PMP 2021 Street Resurfacing Project, Project No. 211003;

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

AGREEMENT

Section 1. The scope of work performed by Contractor pursuant to Section 1 of the Contract, titled "Scope of Work," is hereby amended to include the work that is identified in Exhibit "1," which is attached hereto and incorporated herein by this reference.

Section 2. The Contract Sum, as set forth in Section 2 of the Contract, is hereby amended to increase Contractor's compensation and shall read as follows:

> "CONTRACT SUM: City shall pay Contractor the sum of nine million four hundred twelve thousand seventy one dollars and forty seven cents ($9,412,071.47) as consideration for the additional 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."

Section 3. All other provisions of the Contract shall remain unchanged by this First Amendment and in effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment, to be effective as of the 17th day of May, 2022.

CITY OF REDLANDS

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

MATICH CORPORATION

_____
Jason G. Jones, Vice President

EXHIBIT “1”

ADDITIONAL SCOPE OF WORK

EXHIBIT "A"

Bid Item Prices for : SENIOR CENTER ACCESS IMPROVEMENTS

Matich Corporation Jake Reade 04/15/2022

Item	*Description*	*Quantity*	*U/M*	*Unit Price*	*Total Price*
01 1	MOBILIZATON	1.00	LS	$10,347.83	$10,347.83
01 2	REMOVE EXISTING 6" CURB	220.00	LF	$29.61	$6,514.20
01 3	1 1/2" GRIND AND OVERALY ADA PARKING STALLS, 1 1/2" PG64-10 ASPHALT	350.00	SY	$24.05	$8,417.50
01 4	REMOVE ASPHALT/SOIL FOR ADA WALKWAY	1,397.00	SF	$4.82	$6,733.54
01 5	REMOVE TREE FOR ADA PATH OF TRAVEL	1.00	EA	$3,850.00	$3,850.00
01 6	INSTALL 6" CURB	310.00	LF	$37.54	$11,637.40
01 7	5' WIDE CONCRETE ADA WALKWAY	1,397.00	SF	$9.50	$13,271.50
01 8	ADA ACCESSIBLE CURB RAMP	3.00	EA	$3,285.85	$9,857.55
01 9	STRIPE ADA PARKING STALLS, PARKING STALLS & ADA WALKWAY	1.00	LS	$5,775.00	$5,775.00
01 10	ADA PARKING SIGN INSTALLATION	11.00	EA	$313.50	$3,448.50
01 11	PARKING STOP	11.00	EA	$71.50	$786.50
01 12	1 1/2" GRIND AND OVERLAY ADA PARKING LOT, 1 1/2" PG 64-10 ASPHALT	3,338.00	SY	$22.70	$75,772.60
01 13	OTHER SIGN INSTALLATION	4.00	EA	$275.00	$1,100.00
01 14	TRUNCATED DOMES ON SIDEWALK ADJACENT TO PARKING	185.00	LF	$101.51	$18,779.35

Phase 01 Schedule 1 Subtotal **$176,291.47**

BID TOTALS **$176,291.47**

Details Report For : SENIOR CENTER ACCESS IMPROVEMENTS

Jake Reade 04/15/2022

Ph. 01	Schedule 1	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
Item 1		1.00	LS	$9,407.12	$9,407.12	10.00	$10,347.83	$10,347.83

Description MOBILIZATON

Activity SUPERVISION ***Crew*** SUPERVISION ***Activity Qty*** 1.00 LS

Rate: ***Days:***

Day: 0.10 LS Labor 10.00 ***Total Cost:*** $4,707.40

Hour: 0.00 LS Equipment 10.00 ***Unit Cost:*** $4,707.40

Actual: 10.00

Labor		Quantity	Hours	Days	Unit Cost	
SUPER	PROJECT SUPERINTENDENT	1.00	2.00 HR	10.00	72.00	$1,440.00
GENFRM	GENERAL FOREMAN	1.00	2.00 HR	10.00	93.12	$1,862.40
	The total contains overtime cost of:		0.00		Total	$3,302.40

Equipment		Quantity	Hours	Days	Unit Cost	
TPUSP	SUPERINTENDENT PICK UP TRUCK	1.00	2.00 HR	10.00	12.50	$250.00
TPU	1/2 TON PICK UP TRUCK	1.00	2.00 HR	10.00	12.50	$250.00
					Total	$500.00

Material		Quantity	Unit Cost	
TOILET	SANITARY TOILETS	1.00	225.00	$225.00
INS	INSURANCE	170,000.00	0.00	$680.00
			Total	$905.00

Act Note:

Activity EQUIPMENT MOVES ***Crew*** EQUIPMENT MOVES ***Activity Qty*** 1.00 LS

Rate: ***Days:***

Day: 0.50 LS Labor 2.00 ***Total Cost:*** $2,055.36

Hour: 0.10 LS Equipment 2.00 ***Unit Cost:*** $2,055.36

Actual: 2.00

Labor		Quantity	Hours	Days	Unit Cost	
T6	TMST, 6 LOWBED	1.00	8.00 HR	2.00	70.46	$1,127.36
	The total contains overtime cost of:		0.00		Total	$1,127.36

Equipment		Quantity	Hours	Days	Unit Cost	
LB3AT	LOWBED 3 AXLE TILTBED	1.00	8.00 HR	2.00	58.00	$928.00
					Total	$928.00

Act Note:

Jake Reade 04/15/2022

Ph. 01	Schedule 1	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
Item 2		220.00	LF	$26.92	$5,922.69	9.99	$29.61	$6,514.20

Description REMOVE EXISTING 6" CURB

Activity AC/PCC DEMO ***Crew*** AC/PCC DEMO ***Activity Qty*** 220.00 LF

Rate: ***Days:***

Day: 220.00 LF Labor 1.00 ***Total Cost:*** $5,922.69

Hour: 27.50 LF Equipment 1.00 ***Unit Cost:*** $26.92

Actual: 1.00

Labor		Quantity	Hours		Days	Unit Cost	
OF12	OPER, FOREMAN GROUP 10	1.00	9.00	HR	1.00	91.12	$820.08
L4	LBR, GRP 4	2.00	8.00	HR	1.00	70.50	$1,128.00
	The total contains overtime cost of:		30.61			Total	$1,978.69

Equipment		Quantity	Hours		Days	Unit Cost	
BHHIXSON	HIXSON BACKHOE	1.00	8.00	HR	1.00	173.00	$1,384.00
TRKSUP	SUPER 10 TRUCK	1.00	8.00	HR	1.00	130.00	$1,040.00
TPUFM	F-250 FOREMAN PICK UP TRUCK	1.00	8.00	HR	1.00	15.00	$120.00
						Total	$2,544.00

Material		Quantity	Unit Cost	
DMPPCC	PCC DUMP FEES	4.00	200.00	$800.00
			Total	$800.00

Sub		Quantity	Unit Cost	
SAWCUT	SAW CUTTING	4.00	150.00	$600.00
			Total	$600.00

Act Note:

Jake Reade 04/15/2022

Ph. 01	Schedule 1	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
Item 3		350.00	SY	$21.86	$7,652.28	10.00	$24.05	$8,417.50

Description 1 1/2" GRIND AND OVERALY ADA PARKING STALLS, 1 1/2" PG64-10 ASPHALT

Activity AC PAVING CREW ***Crew*** AC PAVING CREW ***Activity Qty*** 368.80 SY

D

Rate: ***Days:***

Day: 1,229.30 SY Labor 3.00 ***Total Cost:*** $6,031.85

Hour: 153.70 SY Equipment 3.00 ***Unit Cost:*** $16.36

Actual: 3.00

0.10

Labor		Quantity	Hours	Days	Unit Cost	
OF12	OPER, FOREMAN GROUP 10	1.00	9.00 HR	3.00	91.12	$2,460.24
O8POP	OPER, O8 PAVER OPERATOR	1.00	8.00 HR	3.00	88.77	$2,130.48
O8SC	OPER, O8 SCREED	2.00	8.00 HR	3.00	88.77	$4,260.96
O8R	OPER, O8 ROLLER	3.00	8.00 HR	3.00	88.77	$6,391.44
L4	LBR, GRP 4	3.00	8.00 HR	3.00	70.50	$5,076.00
L4CT	LBR, GRP 4 CREW TRUCK	1.00	9.00 HR	3.00	70.50	$1,903.50
T5WT	TMST, T-5 WATER TRUCK	1.00	8.00 HR	3.00	70.46	$1,691.04
	The total contains overtime cost of:		16.09	**2,392.97**	Total	$23,929.75

Equipment		Quantity	Hours	Days	Unit Cost	
TPUFM	F-250 FOREMAN PICK UP TRUCK	1.00	8.00 HR	3.00	15.00	$360.00
CATAPP	CAT AP1055D PAVER	1.00	8.00 HR	3.00	175.00	$4,200.00
R534CB	CAT CB534 ROLLER	2.00	8.00 HR	3.00	40.00	$1,920.00
R360P	CAT PS 360P PNEUMATIC ROLLER	1.00	8.00 HR	3.00	45.00	$1,080.00
210	210L JD SKIP LOADER	1.00	8.00 HR	3.00	36.00	$864.00
TPC	F-550 PAVING CREW TRUCK	1.00	8.00 HR	3.00	25.00	$600.00
WT4000	4000 GAL WATER TRUCK	1.00	8.00 HR	3.00	30.00	$720.00
				974.40	Total	$9,744.00

Material		Quantity	Unit Cost	
TACKGA	TACK	200.00	2.50	$500.00
		50.00	Total	$500.00

Sub		Quantity	Unit Cost	
BROOMR	RENTAL RATE	8.00	195.00	$1,560.00
		156.00	Total	$1,560.00

Trucks		Quantity	Unit Cost	
HAULAC	HAUL ASPHALT ($130.00 HR)	325.00	19.20	$6,240.00
		624.00	Total	$6,240.00

Other		Quantity	Unit Cost	
ACFOB	AC FOB PLANT	325.00	56.00	$18,200.00
		1,820.00	Total	$18,200.00

Act Note:

Jake Reade 04/15/2022

Ph. 01	Schedule 1	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
Item 3		350.00	SY	$21.86	$7,652.28	10.00	$24.05	$8,417.50

Description 1 1/2" GRIND AND OVERALY ADA PARKING STALLS, 1 1/2" PG64-10 ASPHALT

Activity COLD PLANER SUPPORT **Crew** COLD PLANING SUPPORT **Activity Qty** 368.80 SY

D **Rate:** **Day:** 3,688.00 SY **Hour:** 461.00 SY **Days:** Labor 1.00 Equipment 1.00 **Actual:** 1.00 **Total Cost:** $1,539.75 **Unit Cost:** $4.18

0.10

Labor		Quantity	Hours	Days	Unit Cost	
OF12	OPER, FOREMAN GROUP 10	1.00	9.00 HR	1.00	91.12	$820.08
O8SKID	OPER, O8 CAT 262 SKID OPERATOR	1.00	8.00 HR	1.00	88.77	$710.16
L4	LBR, GRP 4	2.00	8.00 HR	1.00	70.50	$1,128.00
T5WT	TMST, T-5 WATER TRUCK	1.00	8.00 HR	1.00	70.46	$563.68
	The total contains overtime cost of:		3.06	322.50	Total	$3,224.98

Equipment		Quantity	Hours	Days	Unit Cost	
WT4000	4000 GAL WATER TRUCK	1.00	8.00 HR	1.00	30.00	$240.00
TPUFM	F-250 FOREMAN PICK UP TRUCK	1.00	8.00 HR	1.00	15.00	$120.00
TRKSUP	SUPER 10 TRUCK	5.00	8.00 HR	1.00	130.00	$5,200.00
C262	CAT 262 SKID W/ATTACHMENTS	1.00	8.00 HR	1.00	50.00	$400.00
				596.00	Total	$5,960.00

Sub		Quantity	Unit Cost	
GRNDRNT	5' GRINDER RENTAL	1.00	4,625.00	$4,625.00
BROOMR	RENTAL RATE	8.00	195.00	$1,560.00
		618.50	Total	$6,185.00

Act Note:

Activity AC THRU LUNCH ADD **Crew** AC THRU LUNCH ADD **Activity Qty** 368.80 SY

D **Rate:** **Day:** 3,688.00 SY **Hour:** 0.00 SY **Days:** Labor 1.00 Equipment 1.00 **Actual:** 1.00 **Total Cost:** $80.67 **Unit Cost:** $0.22

0.10

Labor		Quantity	Hours	Days	Unit Cost	
OF12	OPER, FOREMAN GROUP 10	1.00	0.50 HR	1.00	91.12	$45.56
O8POP	OPER, O8 PAVER OPERATOR	1.00	0.50 HR	1.00	88.77	$44.39
O8SC	OPER, O8 SCREED	2.00	0.50 HR	1.00	88.77	$88.77
O8R	OPER, O8 ROLLER	3.00	0.50 HR	1.00	88.77	$133.16
L4	LBR, GRP 4	3.00	0.50 HR	1.00	70.50	$105.75
L4CT	LBR, GRP 4 CREW TRUCK	1.00	0.50 HR	1.00	70.50	$35.25
T5WT	TMST, T-5 WATER TRUCK	1.00	0.50 HR	1.00	70.46	$35.23
	The total contains overtime cost of:		31.86	52.00	Total	$519.97

Act Note:

Ph. 01	Schedule 1	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
Item 4		1,397.00	SF	$4.38	$6,122.69	9.98	$4.82	$6,733.54

Description REMOVE ASPHALT/SOIL FOR ADA WALKWAY

Activity AC/PCC DEMO ***Crew*** AC/PCC DEMO ***Activity Qty*** 1,397.00 SF

Rate: ***Days:***

Day: 1,397.00 SF Labor 1.00 ***Total Cost:*** $6,122.69

Hour: 174.60 SF Equipment 1.00 ***Unit Cost:*** $4.38

Actual: 1.00

Labor		Quantity	Hours	Days	Unit Cost	
OF12	OPER, FOREMAN GROUP 10	1.00	9.00 HR	1.00	91.12	$820.08
L4	LBR, GRP 4	2.00	8.00 HR	1.00	70.50	$1,128.00
	The total contains overtime cost of:		30.61		Total	$1,978.69

Equipment		Quantity	Hours	Days	Unit Cost	
BHHIXSON	HIXSON BACKHOE	1.00	8.00 HR	1.00	173.00	$1,384.00
TRKSUP	SUPER 10 TRUCK	1.00	8.00 HR	1.00	130.00	$1,040.00
TPUFM	F-250 FOREMAN PICK UP TRUCK	1.00	8.00 HR	1.00	15.00	$120.00
					Total	$2,544.00

Material		Quantity	Unit Cost	
DMPPCC	PCC DUMP FEES	5.00	200.00	$1,000.00
			Total	$1,000.00

Sub		Quantity	Unit Cost	
SAWCUT	SAW CUTTING	4.00	150.00	$600.00
			Total	$600.00

Act Note:

Ph. 01	Schedule 1	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
Item 5		1.00	EA	$3,500.00	$3,500.00	10.00	$3,850.00	$3,850.00

Description REMOVE TREE FOR ADA PATH OF TRAVEL

Activity CLEAR & GRUB ***Crew*** CLEAR & GRUB ***Activity Qty*** 1.00 EA

Rate: ***Days:***

Day: 1.00 EA Labor 1.00 ***Total Cost:*** $3,500.00

Hour: 0.13 EA Equipment 1.00 ***Unit Cost:*** $3,500.00

Actual: 1.00

Sub		Quantity	Unit Cost	
TR	V&E TREE REMOVAL	1.00	3,500.00	$3,500.00
			Total	$3,500.00

Act Note:

Jake Reade 04/15/2022

Ph. 01	Schedule 1	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
Item 6		310.00	LF	$34.13	$10,580.10	9.99	$37.54	$11,637.40

Description INSTALL 6" CURB

Activity POUR CURB & GUTTER ***Crew*** POUR CURB & GUTTER ***Activity Qty*** 310.00 LF

Rate: ***Days:***

Day: 310.00 LF — Labor 1.00 — ***Total Cost:*** $8,313.42

Hour: 0.00 LF — Equipment 1.00 — ***Unit Cost:*** $26.82

Actual: 1.00

Labor		Quantity	Hours	Days	Unit Cost	
OF12	OPER, FOREMAN GROUP 10	1.00	11.00 HR	1.00	91.12	$1,002.32
L4	LBR, GRP 4	3.00	10.00 HR	1.00	70.50	$2,115.00
M1	CEMENT MASON, GP1	4.00	10.00 HR	1.00	73.22	$2,928.80
	The total contains overtime cost of:		415.30		Total	$6,461.42

Equipment		Quantity	Hours	Days	Unit Cost	
TKCFT	CONCRETE FORM TRUCK	1.00	10.00 HR	1.00	25.00	$250.00
TPUFM	F-250 FOREMAN PICK UP TRUCK	1.00	10.00 HR	1.00	15.00	$150.00
GEN	GENERATOR	1.00	10.00 HR	1.00	9.00	$90.00
					Total	$490.00

Material		Quantity	Unit Cost	
PCCSTAND	PCC STAND BY TIME PER LOAD	1.00	30.00	$30.00
PCC32	3250 PSI CONCRETE	9.00	145.00	$1,305.00
CURE	CURING COMPOUND	9.00	3.00	$27.00
			Total	$1,362.00

Act Note:

Activity GRADE CURB ***Crew*** 210 ***Activity Qty*** 310.00 LF

Rate: ***Days:***

Day: 310.00 LF — Labor 1.00 — ***Total Cost:*** $2,266.68

Hour: 77.50 LF — Equipment 1.00 — ***Unit Cost:*** $7.31

Actual: 1.00

Labor		Quantity	Hours	Days	Unit Cost	
OF12	OPER, FOREMAN GROUP 10	1.00	5.00 HR	1.00	91.12	$455.60
O8GC	OPER, O8 GRADE CHECKER	1.00	4.00 HR	1.00	88.77	$355.08
L4	LBR, GRP 4	2.00	4.00 HR	1.00	70.50	$564.00
	The total contains overtime cost of:		0.00		Total	$1,374.68

Equipment		Quantity	Hours	Days	Unit Cost	
R334E	CAT CB 334E ROLLER	1.00	4.00 HR	1.00	25.00	$100.00
BHHIXSON	HIXSON BACKHOE	1.00	4.00 HR	1.00	173.00	$692.00
WTBUF	WATER BUFFALO 40-171	1.00	4.00 HR	1.00	10.00	$40.00
TPUFM	F-250 FOREMAN PICK UP TRUCK	1.00	4.00 HR	1.00	15.00	$60.00
					Total	$892.00

Act Note:

Jake Reade 04/15/2022

Ph. 01	Schedule 1	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
Item 7		1,397.00	SF	$8.63	$12,060.10	10.04	$9.50	$13,271.50

Description 5' WIDE CONCRETE ADA WALKWAY

Activity POUR CURB & GUTTER ***Crew*** POUR CURB & GUTTER ***Activity Qty*** 1,397.00 SF

Rate: ***Days:***

Day: 1,397.00 SF — Labor 1.00 — ***Total Cost:*** $9,793.42

Hour: 139.70 SF — Equipment 1.00 — ***Unit Cost:*** $7.01

Actual: 1.00

Labor		Quantity	Hours	Days	Unit Cost	
OF12	OPER, FOREMAN GROUP 10	1.00	11.00 HR	1.00	91.12	$1,002.32
L4	LBR, GRP 4	3.00	10.00 HR	1.00	70.50	$2,115.00
M1	CEMENT MASON, GP1	4.00	10.00 HR	1.00	73.22	$2,928.80
	The total contains overtime cost of:		415.30		Total	$6,461.42

Equipment		Quantity	Hours	Days	Unit Cost	
TKCFT	CONCRETE FORM TRUCK	1.00	10.00 HR	1.00	25.00	$250.00
TPUFM	F-250 FOREMAN PICK UP TRUCK	1.00	10.00 HR	1.00	15.00	$150.00
GEN	GENERATOR	1.00	10.00 HR	1.00	9.00	$90.00
					Total	$490.00

Material		Quantity	Unit Cost	
PCCSTAND	PCC STAND BY TIME PER LOAD	1.00	30.00	$30.00
PCC32	3250 PSI CONCRETE	19.00	145.00	$2,755.00
CURE	CURING COMPOUND	19.00	3.00	$57.00
			Total	$2,842.00

Act Note:

Activity GRADE SIDEWALK ***Crew*** 210 ***Activity Qty*** 1,397.00 SF

Rate: ***Days:***

Day: 1,397.00 SF — Labor 1.00 — ***Total Cost:*** $2,266.68

Hour: 0.00 SF — Equipment 1.00 — ***Unit Cost:*** $1.62

Actual: 1.00

Labor		Quantity	Hours	Days	Unit Cost	
OF12	OPER, FOREMAN GROUP 10	1.00	5.00 HR	1.00	91.12	$455.60
O8GC	OPER, O8 GRADE CHECKER	1.00	4.00 HR	1.00	88.77	$355.08
L4	LBR, GRP 4	2.00	4.00 HR	1.00	70.50	$564.00
	The total contains overtime cost of:		0.00		Total	$1,374.68

Equipment		Quantity	Hours	Days	Unit Cost	
R334E	CAT CB 334E ROLLER	1.00	4.00 HR	1.00	25.00	$100.00
BHHIXSON	HIXSON BACKHOE	1.00	4.00 HR	1.00	173.00	$692.00
WTBUF	WATER BUFFALO 40-171	1.00	4.00 HR	1.00	10.00	$40.00
TPUFM	F-250 FOREMAN PICK UP TRUCK	1.00	4.00 HR	1.00	15.00	$60.00
					Total	$892.00

Act Note:

Jake Reade 04/15/2022

Ph. 01	Schedule 1	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
Item 8		3.00	EA	$2,987.14	$8,961.42	10.00	$3,285.85	$9,857.55

Description ADA ACCESSIBLE CURB RAMP

Activity RAMPS ***Crew*** POUR CURB & GUTTER ***Activity Qty*** 3.00 EA

Rate: ***Days:***

Day: 3.00 EA Labor 1.00 ***Total Cost:*** $8,961.42

Hour: 0.30 EA Equipment 1.00 ***Unit Cost:*** $2,987.14

Actual: 1.00

Labor		Quantity	Hours		Days	Unit Cost	
OF12	OPER, FOREMAN GROUP 10	1.00	11.00	HR	1.00	91.12	$1,002.32
L4	LBR, GRP 4	3.00	10.00	HR	1.00	70.50	$2,115.00
M1	CEMENT MASON, GP1	4.00	10.00	HR	1.00	73.22	$2,928.80
	The total contains overtime cost of:		415.30			Total	$6,461.42

Equipment		Quantity	Hours		Days	Unit Cost	
TKCFT	CONCRETE FORM TRUCK	1.00	10.00	HR	1.00	25.00	$250.00
TPUFM	F-250 FOREMAN PICK UP TRUCK	1.00	10.00	HR	1.00	15.00	$150.00
GEN	GENERATOR	1.00	10.00	HR	1.00	9.00	$90.00
						Total	$490.00

Material		Quantity	Unit Cost	
PCCSTAND	PCC STAND BY TIME PER LOAD	1.00	30.00	$30.00
PCC32	3250 PSI CONCRETE	10.00	135.00	$1,350.00
CURE	CURING COMPOUND	10.00	3.00	$30.00
TDOMES	TRUNCATED DOMES	3.00	200.00	$600.00
			Total	$2,010.00

Act Note:

Ph. 01	Schedule 1	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
Item 9		1.00	LS	$5,250.00	$5,250.00	10.00	$5,775.00	$5,775.00

Description STRIPE ADA PARKING STALLS, PARKING STALLS & ADA WALKWAY

Activity PARKING LOT STRIPING SUB ***Crew*** MISCELLANEOUS ACTIVITY ***Activity Qty*** 1.00 LS

Rate: ***Days:***

Day: 1.00 LS Labor 1.00 ***Total Cost:*** $5,250.00

Hour: 0.10 LS Equipment 1.00 ***Unit Cost:*** $5,250.00

Actual: 1.00

Sub		Quantity	Unit Cost	
TEMPS	CTI STRIPING	1.00	5,250.00	$5,250.00
			Total	$5,250.00

Act Note:

Jake Reade 04/15/2022

Ph. 01	Schedule 1	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
Item 10		11.00	EA	$285.00	$3,135.00	10.00	$313.50	$3,448.50

Description ADA PARKING SIGN INSTALLATION

Activity ADA PARKING SIGNS SUB ***Crew*** MISCELLANEOUS ACTIVITY ***Activity Qty*** 11.00 EA

Rate:

Day: 1.00 EA — Labor 11.00 — ***Total Cost:*** $3,135.00

Hour: 0.10 EA — Equipment 11.00 — ***Unit Cost:*** $285.00

Actual: 11.00

Sub		Quantity	Unit Cost	
MISC	CTI STRIPING	11.00	285.00	$3,135.00
			Total	$3,135.00

Act Note:

Ph. 01	Schedule 1	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
Item 11		11.00	EA	$65.00	$715.00	10.00	$71.50	$786.50

Description PARKING STOP

Activity PARKING STOPS SUB ***Crew*** MISCELLANEOUS ACTIVITY ***Activity Qty*** 11.00 EA

Rate:

Day: 1.00 EA — Labor 11.00 — ***Total Cost:*** $715.00

Hour: 0.10 EA — Equipment 11.00 — ***Unit Cost:*** $65.00

Actual: 11.00

Sub		Quantity	Unit Cost	
TEMPS	CTI STRIPING	11.00	65.00	$715.00
			Total	$715.00

Act Note:

Jake Reade 04/15/2022

Ph. 01	Schedule 1	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
Item 12		3,338.00	SY	$20.63	$68,870.50	10.02	$22.70	$75,772.60

Description 1 1/2" GRIND AND OVERLAY ADA PARKING LOT, 1 1/2" PG 64-10 ASPHALT

Activity AC PAVING CREW ***Crew*** AC PAVING CREW ***Activity Qty*** 3,319.20 SY

D

Rate:
Day: 1,229.30 SY
Hour: 153.70 SY

Days:
Labor 3.00
Equipment 3.00
Actual: 3.00

Total Cost: $54,286.66
Unit Cost: $16.36

0.90

Labor		Quantity	Hours	Days	Unit Cost	
OF12	OPER, FOREMAN GROUP 10	1.00	9.00 HR	3.00	91.12	$2,460.24
O8POP	OPER, O8 PAVER OPERATOR	1.00	8.00 HR	3.00	88.77	$2,130.48
O8SC	OPER, O8 SCREED	2.00	8.00 HR	3.00	88.77	$4,260.96
O8R	OPER, O8 ROLLER	3.00	8.00 HR	3.00	88.77	$6,391.44
L4	LBR, GRP 4	3.00	8.00 HR	3.00	70.50	$5,076.00
L4CT	LBR, GRP 4 CREW TRUCK	1.00	9.00 HR	3.00	70.50	$1,903.50
T5WT	TMST, T-5 WATER TRUCK	1.00	8.00 HR	3.00	70.46	$1,691.04
	The total contains overtime cost of:		144.77	**21,652.58**	Total	$24,058.43

Equipment		Quantity	Hours	Days	Unit Cost	
TPUFM	F-250 FOREMAN PICK UP TRUCK	1.00	8.00 HR	3.00	15.00	$360.00
CATAPP	CAT AP1055D PAVER	1.00	8.00 HR	3.00	175.00	$4,200.00
R534CB	CAT CB534 ROLLER	2.00	8.00 HR	3.00	40.00	$1,920.00
R360P	CAT PS 360P PNEUMATIC ROLLER	1.00	8.00 HR	3.00	45.00	$1,080.00
210	210L JD SKIP LOADER	1.00	8.00 HR	3.00	36.00	$864.00
TPC	F-550 PAVING CREW TRUCK	1.00	8.00 HR	3.00	25.00	$600.00
WT4000	4000 GAL WATER TRUCK	1.00	8.00 HR	3.00	30.00	$720.00
				8,769.60	Total	$9,744.00

Material		Quantity	Unit Cost	
TACKGA	TACK	200.00	2.50	$500.00
		450.00	Total	$500.00

Sub		Quantity	Unit Cost	
BROOMR	RENTAL RATE	8.00	195.00	$1,560.00
		1,404.00	Total	$1,560.00

Trucks		Quantity	Unit Cost	
HAULAC	HAUL ASPHALT ($130.00 HR)	325.00	19.20	$6,240.00
		5,616.00	Total	$6,240.00

Other		Quantity	Unit Cost	
ACFOB	AC FOB PLANT	325.00	56.00	$18,200.00
		16,380.00	Total	$18,200.00

Act Note:

Jake Reade 04/15/2022

Ph. 01	Schedule 1	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
Item 12		3,338.00	SY	$20.63	$68,870.50	10.02	$22.70	$75,772.60

Description 1 1/2" GRIND AND OVERLAY ADA PARKING LOT, 1 1/2" PG 64-10 ASPHALT

Activity COLD PLANER SUPPORT ***Crew*** COLD PLANING SUPPORT ***Activity Qty*** 3,319.20 SY

D ***Rate:*** **Day:** 3,688.00 SY **Hour:** 461.00 SY ***Days:*** Labor 1.00 Equipment 1.00 **Actual:** 1.00 ***Total Cost:*** $13,857.78 ***Unit Cost:*** $4.18

0.90

Labor		Quantity	Hours	Days	Unit Cost	
OF12	OPER, FOREMAN GROUP 10	1.00	9.00 HR	1.00	91.12	$820.08
O8SKID	OPER, O8 CAT 262 SKID OPERATOR	1.00	8.00 HR	1.00	88.77	$710.16
L4	LBR, GRP 4	2.00	8.00 HR	1.00	70.50	$1,128.00
T5WT	TMST, T-5 WATER TRUCK	1.00	8.00 HR	1.00	70.46	$563.68
	The total contains overtime cost of:		27.55	**2,924.52**	Total	$3,249.47

Equipment		Quantity	Hours	Days	Unit Cost	
WT4000	4000 GAL WATER TRUCK	1.00	8.00 HR	1.00	30.00	$240.00
TPUFM	F-250 FOREMAN PICK UP TRUCK	1.00	8.00 HR	1.00	15.00	$120.00
TRKSUP	SUPER 10 TRUCK	5.00	8.00 HR	1.00	130.00	$5,200.00
C262	CAT 262 SKID W/ATTACHMENTS	1.00	8.00 HR	1.00	50.00	$400.00
				5,364.00	Total	$5,960.00

Sub		Quantity	Unit Cost	
GRNDRNT	5' GRINDER RENTAL	1.00	4,625.00	$4,625.00
BROOMR	RENTAL RATE	8.00	195.00	$1,560.00
		5,566.50	Total	$6,185.00

Act Note:

Activity AC THRU LUNCH ADD ***Crew*** AC THRU LUNCH ADD ***Activity Qty*** 3,319.20 SY

D ***Rate:*** **Day:** 3,688.00 SY **Hour:** 0.00 SY ***Days:*** Labor 1.00 Equipment 1.00 **Actual:** 1.00 ***Total Cost:*** $726.07 ***Unit Cost:*** $0.22

0.90

Labor		Quantity	Hours	Days	Unit Cost	
OF12	OPER, FOREMAN GROUP 10	1.00	0.50 HR	1.00	91.12	$45.56
O8POP	OPER, O8 PAVER OPERATOR	1.00	0.50 HR	1.00	88.77	$44.39
O8SC	OPER, O8 SCREED	2.00	0.50 HR	1.00	88.77	$88.77
O8R	OPER, O8 ROLLER	3.00	0.50 HR	1.00	88.77	$133.16
L4	LBR, GRP 4	3.00	0.50 HR	1.00	70.50	$105.75
L4CT	LBR, GRP 4 CREW TRUCK	1.00	0.50 HR	1.00	70.50	$35.25
T5WT	TMST, T-5 WATER TRUCK	1.00	0.50 HR	1.00	70.46	$35.23
	The total contains overtime cost of:		286.77	**697.39**	Total	$774.88

Act Note:

Jake Reade 04/15/2022

Ph. 01	Schedule 1	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
Item 13		4.00	EA	$250.00	$1,000.00	10.00	$275.00	$1,100.00

Description OTHER SIGN INSTALLATION

Activity SPECIAL SIGNS SUB ***Crew*** MISCELLANEOUS ACTIVITY ***Activity Qty*** 4.00 EA

Rate:

Day: 1.00 EA — Labor 4.00 — ***Total Cost:*** $1,000.00

Hour: 0.10 EA — Equipment 4.00 — ***Unit Cost:*** $250.00

Days: **Actual:** 4.00

Sub		Quantity	Unit Cost	
MISC	CTI STRIPING	4.00	250.00	$1,000.00
			Total	$1,000.00

Act Note:

Ph. 01	Schedule 1	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
Item 14		185.00	LF	$92.28	$17,072.42	10.00	$101.51	$18,779.35

Description TRUNCATED DOMES ON SIDEWALK ADJACENT TO PARKING

Activity INSTALL TRUNCATED DOMES ***Crew*** MISCELLANEOUS ACTIVITY ***Activity Qty*** 185.00 LF

Rate:

Day: 92.50 LF — Labor 2.00 — ***Total Cost:*** $17,072.42

Hour: 11.60 LF — Equipment 2.00 — ***Unit Cost:*** $92.28

Days: **Actual:** 2.00

Labor		Quantity	Hours		Days	Unit Cost	
L4	LBR, GRP 4	1.00	8.00	HR	2.00	70.50	$1,128.00
M1	CEMENT MASON, GP1	2.00	8.00	HR	2.00	73.22	$2,343.04
OF12	OPER, FOREMAN GROUP 10	1.00	9.00	HR	2.00	91.12	$1,640.16
	The total contains overtime cost of:		61.22			Total	$5,172.42

Equipment		Quantity	Hours		Days	Unit Cost	
TKFLT3	FLATBED 3 AXLE	1.00	8.00	HR	2.00	35.00	$560.00
TPUFM	F-250 FOREMAN PICK UP TRUCK	1.00	8.00	HR	2.00	15.00	$240.00
						Total	$800.00

Material		Quantity	Unit Cost	
TDOMES	TRUNCATED DOMES (24"x60" - 37 each)	444.00	25.00	$11,100.00
			Total	$11,100.00

Act Note:

Jake Reade 04/15/2022

Ph. ZZ	Reserved for Distributec	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
Item DST		3,688.00	SY	$0.00	$0.00	0.00	$0.00	$0.00

Description 1 1/2" GRIND AND OVERLAY PARKING LOT

Activity COLD PLANER SUPPORT ***Crew*** COLD PLANING SUPPORT ***Activity Qty*** 3,688.00 SY

Rate:

Day: 3,688.00 SY
Hour: 461.00 SY

Days:

Labor 1.00
Equipment 1.00
Actual: 1.00

Total Cost: $15,397.53
Unit Cost: $4.18

Labor		Quantity	Hours		Days	Unit Cost	
OF12	OPER, FOREMAN GROUP 10	1.00	9.00	HR	1.00	91.12	$820.08
O8SKID	OPER, O8 CAT 262 SKID OPERATOR	1.00	8.00	HR	1.00	88.77	$710.16
L4	LBR, GRP 4	2.00	8.00	HR	1.00	70.50	$1,128.00
T5WT	TMST, T-5 WATER TRUCK	1.00	8.00	HR	1.00	70.46	$563.68
	The total contains overtime cost of:		30.61			Total	$3,252.53

Equipment		Quantity	Hours		Days	Unit Cost	
WT4000	4000 GAL WATER TRUCK	1.00	8.00	HR	1.00	30.00	$240.00
TPUFM	F-250 FOREMAN PICK UP TRUCK	1.00	8.00	HR	1.00	15.00	$120.00
TRKSUP	SUPER 10 TRUCK	5.00	8.00	HR	1.00	130.00	$5,200.00
C262	CAT 262 SKID W/ATTACHMENTS	1.00	8.00	HR	1.00	50.00	$400.00
						Total	$5,960.00

Sub		Quantity	Unit Cost	
GRNDRNT	5' GRINDER RENTAL	1.00	4,625.00	$4,625.00
BROOMR	RENTAL RATE	8.00	195.00	$1,560.00
			Total	$6,185.00

Act Note:

Jake Reade 04/15/2022

Ph. ZZ	Reserved for Distributec	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
Item DST		3,688.00	SY	$0.00	$0.00	0.00	$0.00	$0.00

Description 1 1/2" GRIND AND OVERLAY PARKING LOT

Activity AC PAVING CREW ***Crew*** AC PAVING CREW ***Activity Qty*** 3,688.00 SY

Rate:

Day: 1,229.30 SY
Hour: 153.70 SY

Days:

Labor 3.00
Equipment 3.00
Actual: 3.00

Total Cost: $60,318.51
Unit Cost: $16.36

Labor		Quantity	Hours	Days	Unit Cost	
OF12	OPER, FOREMAN GROUP 10	1.00	9.00 HR	3.00	91.12	$2,460.24
O8POP	OPER, O8 PAVER OPERATOR	1.00	8.00 HR	3.00	88.77	$2,130.48
O8SC	OPER, O8 SCREED	2.00	8.00 HR	3.00	88.77	$4,260.96
O8R	OPER, O8 ROLLER	3.00	8.00 HR	3.00	88.77	$6,391.44
L4	LBR, GRP 4	3.00	8.00 HR	3.00	70.50	$5,076.00
L4CT	LBR, GRP 4 CREW TRUCK	1.00	9.00 HR	3.00	70.50	$1,903.50
T5WT	TMST, T-5 WATER TRUCK	1.00	8.00 HR	3.00	70.46	$1,691.04
	The total contains overtime cost of:		160.85		Total	$24,074.51

Equipment		Quantity	Hours	Days	Unit Cost	
TPUFM	F-250 FOREMAN PICK UP TRUCK	1.00	8.00 HR	3.00	15.00	$360.00
CATAPP	CAT AP1055D PAVER	1.00	8.00 HR	3.00	175.00	$4,200.00
R534CB	CAT CB534 ROLLER	2.00	8.00 HR	3.00	40.00	$1,920.00
R360P	CAT PS 360P PNEUMATIC ROLLER	1.00	8.00 HR	3.00	45.00	$1,080.00
210	210L JD SKIP LOADER	1.00	8.00 HR	3.00	36.00	$864.00
TPC	F-550 PAVING CREW TRUCK	1.00	8.00 HR	3.00	25.00	$600.00
WT4000	4000 GAL WATER TRUCK	1.00	8.00 HR	3.00	30.00	$720.00
					Total	$9,744.00

Material		Quantity	Unit Cost	
TACKGA	TACK	200.00	2.50	$500.00
			Total	$500.00

Sub		Quantity	Unit Cost	
BROOMR	RENTAL RATE	8.00	195.00	$1,560.00
			Total	$1,560.00

Trucks		Quantity	Unit Cost	
HAULAC	HAUL ASPHALT ($130.00 HR)	325.00	19.20	$6,240.00
			Total	$6,240.00

Other		Quantity	Unit Cost	
ACFOB	AC FOB PLANT	325.00	56.00	$18,200.00
			Total	$18,200.00

Act Note:

Jake Reade 04/15/2022

Ph. ZZ	Reserved for Distributec	Quantity	U/M	Unit Cost	Total Cost	Margin%	Unit Price	Total Price
Item DST		3,688.00	SY	$0.00	$0.00	0.00	$0.00	$0.00

Description 1 1/2" GRIND AND OVERLAY PARKING LOT

Activity AC THRU LUNCH ADD ***Crew*** AC THRU LUNCH ADD ***Activity Qty*** 3,688.00 SY

Rate:

Day: 3,688.00 SY

Hour: 0.00 SY

Days:

Labor 1.00

Equipment 1.00

Actual: 1.00

Total Cost: $806.74

Unit Cost: $0.22

Labor		Quantity	Hours		Days	Unit Cost	
OF12	OPER, FOREMAN GROUP 10	1.00	0.50	HR	1.00	91.12	$45.56
O8POP	OPER, O8 PAVER OPERATOR	1.00	0.50	HR	1.00	88.77	$44.39
O8SC	OPER, O8 SCREED	2.00	0.50	HR	1.00	88.77	$88.77
O8R	OPER, O8 ROLLER	3.00	0.50	HR	1.00	88.77	$133.16
L4	LBR, GRP 4	3.00	0.50	HR	1.00	70.50	$105.75
L4CT	LBR, GRP 4 CREW TRUCK	1.00	0.50	HR	1.00	70.50	$35.25
T5WT	TMST, T-5 WATER TRUCK	1.00	0.50	HR	1.00	70.46	$35.23
	The total contains overtime cost of:		318.63			Total	$806.74

Act Note:

	Cost	%MU
Labor	$63,826.96	10.00
Equip	$22,122.00	10.00
Equip.Rent	$4,152.00	10.00
Material	$20,519.00	10.00
Transportation	$6,240.00	10.00
Sub/Service	$22,545.00	10.00
Other	$18,200.00	10.00
Bond	$2,644.36	10.01
Total Cost	$160,249.32	10.01%
Total Margin	**$16,042.15**	
Total Price	**$176,291.47**	

Bid Note:

V&E TREE SERVICE

PUBLIC WORKS DEPARTMENT
PO BOX 3280
ORANGE, CA 92865

Estimate

Date	Estimate #
4/15/2022	12718

Contractors License No. 654506 C27, C61/D49 Exp. 9/30/22
D.I.R. #1000001936 Exp. 6/30/22
CA. STATE SBE 40675 Exp 3/31/24

Phone #	Fax #
714-997-0903	714-637-4070

E-mail
John@vetreeservice.com

Name / Address
MATICH CORPORATION 1596 E. HARRY SHEPPARD BLVD SAN BERNARDINO, CA. 92408 ATTN: JAKE READE 909-228-1658

Customer Phone	Customer Fax	Project Name
909-382-7400	909-382-0113	REDLANDS SENIOR CENTER

Description	Total
LOCATION: REDLANDS SENIOR CENTER 1269 WASHINGTON ST. - REDLANDS	
LS - REMOVE (1) SILK FLOSS TREE LOCATED IN PARKING LOT	3,500.00
1) Includes Clean up, Haul off and Disposal 2) Grind stumps to 18" max below existing grade 3) Excludes root chasing beyond 6' of tree 4) Haul stump mulch to existing grade only 5) Excludes backfill of soil and compaction 6) Not responsible for irrigation lines or unmarked utilities 7) Permits, Notification, Staking, Tagging and/or posting by others 8) Excludes traffic control, night work and dust control 9) Equipment access to be provided by others. 10) V&E is a union company signatory to the Laborers. 11) Includes Insurance aggregate of $5,000,000. Additional insurance costs not included. 12) V & E requires a minimum of 20 working days notice prior to start of any work.	

Estimated By:Dale Gee/John Payton

Total $3,500.00

Accepted By: _____

Price includes all materials, labor and taxes.
Payment due upon completion of work. Add 3.5% if paying with Credit Card.
Excludes any fees for bonds (Bid, payment or performance)
This proposal is valid for 90 days

CAT TRACKING INC.

LOCAL UNION #1184
DIR# 1000011750
SB(Micro)# 2000409
WBE# 2005127974
WOSB# WOSB170241
DBE# 43242

CAT TRACKING INC.
17 Commercial Avenue
Riverside, CA 92507
Office: (951) 682-1494
Fax: (951) 682-1491
CA License # 991122

To:	Matich Corporation	**Contact:**	Jake Reade
Address:	1596 Harry Sheppard Boulevard	**Phone:**	(909) 382-7400
	San Bernardino, CA 92408	**Fax:**	(909) 382-0113
Project Name:	Senior Center Parking Lot Improvements	**Bid Number:**	22300
Project Location:	Redlands, CA	**Bid Date:**	4/14/2022
Attachments:	Current Certifications (2022).pdf		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	**Layout & Install Parking Lot Striping**	1.00	LS	$5,250.00	$5,250.00
2	**Supply & Install 4' Precast Concrete Wheelstop**	11.00	EACH	$65.00	$715.00
3	**Supply & Install ADA Parking Stall Sign(s) W/ New Telespar Post**	11.00	EACH	$285.00	$3,135.00
4	**Supply & Install Senior Center Only Parking Stall Sign W/ New Telespar Post**	4.00	EACH	$250.00	$1,000.00

Total Bid Price: $10,100.00

Notes:

- **Striping Proposal**

A. A minimum of ten (10) working days prior notification is required for each mobilization.

B. The following materials and services are **INCLUDED** in this quote: Thermoplastic [No] Paint Stripe/Markings (2-Coat/Same Day) [**Yes**] Traffic Signs [**Yes**] Existing Thermo/Paint Removal [No] Temporary Striping [No] Post "No Parking" Advance Warning Signage [No] Curb Painting [No] Wheelstops [**Yes**] As-Built Plans [No]

C. Signs include the following: Telespar Post w/ Anchor & Sleeve [**Yes**] Round/Wood Post [No] Decorative Posts [No] Concrete Footing [No] Strap & Saddle Bracket [No] Remove/Relocate Existing Sign Panels/Posts [No] Concrete Coring [No] Dig Alert Testing [No] Temporary Signage [No] New Sign Panels [**Yes**]

D. [1] Total mobilization is **INCLUDED** in this quote for permanent striping, signage and wheelstops. Additional mobilization charge: $2,000.00 each.

E. Traffic control is **INCLUDED** in this quote for Cat Tracking Inc operations only (Per **W**ork **A**rea **T**raffic **C**ontrol **H**andbook).

F. Pre-striping pavement preparation, including power sweeping, removal of concrete curing compound, steam cleaning and/or pressure washing if required, is to be done by others prior Cat Tracking Inc's arrival.

G. Prevailing wage rates are **INCLUDED** in our pricing.

H. Removal of existing striping/pavement markings and/or temporary striping are both **NOT INCLUDED** in our price.

I. Video recording and/or photographing of pre-existing conditions is **NOT INCLUDED** in our price.

J. Parking lot to be clear of all construction debris and/or vehicles prior to Cat Tracking Inc's arrival

- **Striping Proposal General Notes**

1. Any required Testing, Engineering, Design, Permits, Licenses or Applications, and the like to be provided by others.

2. Prices are based on the Plans and Specifications available at bid time, including all addenda. Any request for work (post bid) under conditions differing from those represented by the Prime Contract Documents, including but not limited to; altered phasing or staging, design changes, modified layout resulting from plan errors or inaccurate designs, will require payment for additional work to be made to Cat Tracking Inc at an amount agreed upon prior to performing this work. If an amount cannot be agreed upon prior to performing the additional work the amount will be determined using Caltrans Force Account Rates or unit prices established in the bid pricing schedule, or a combination thereof; whichever method results in a higher overall payment.

3. Cat Tracking Inc is not responsible for delays caused by and or resulting from activities or non-activities of others, including but not limited to, owner, contractor, vendors, suppliers, other subcontractors and other factors not in direct control of Cat Tracking Inc. For the delays caused by the aforementioned, Cat Tracking Inc will be reimbursed for all direct and indirect costs plus a markup of forty percent (40%), or as specified and allowed by the Prime Contract if the delays are caused by the Owner. Cat Tracking Inc will be granted an extension of time to perform its work tantamount to the delays.

4. Cat Tracking Inc requires a ten (10) working day notice prior to commencement of any production activity. If any of Cat Tracking Inc's work will be a controlling operation on the critical path of this project, Cat Tracking Inc must be notified in writing prior to execution of the Subcontract Agreement and provided with a CPM schedule which details this work. Failure to provide this information will waive the Contractor's right to recover liquidated damages from Cat Tracking Inc for this work.

5. All changes to the original scope of work or proposed extra work must be directed by the Contractor in writing prior to Cat Tracking Inc. performing this work.

6. For the purpose of this Subcontract Quotation one (1) mobilization is considered to be: a period of consecutive eight (8) hour days of continuous work, not including weekends and holidays. Any discontinuities in this period, other than weekends and holidays, or for our own convenience, will be charged as an additional move-in at the Addition Mobilization Charge as quoted herein.

7. Cat Tracking Inc must receive a letter of intent to award us the subcontract no later than (20) calendar days after bid date or this Subcontract Proposal becomes null and void.

Payment Terms:

1. Contractor to provide monthly progress payments for all completed work in accordance with the bid pricing schedule. Monthly progress payments must be received in full by Cat Tracking Inc no later than Net 30 days after Cat Tracking Inc's invoice date. Delinquent payments will be subject to a 3% interest rate charge per month until payment is received by Cat Tracking Inc.

2. Retainage percentage on monthly progress payments to be no greater than the percentage retained by the Owner on its payments to the Contractor. If Owner reduces the retainage percentages on payments to the Contractor, the Contractor shall likewise reduce the retainage percentage on payments to Cat Tracking Inc. Full retention to be released no later than thirty (30) days after completion of Cat Tracking Inc's work. Excessive or delinquent retainage will be subject to the highest interest rate allowed by law.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Cat Tracking Inc.** **Authorized Signature:** _____ **Estimator:** Arthur Garratt (951) 682-1494 Ext. 205 Estimating@CatTrackingInc.com

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 7th day of September, 2021, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Matich Corporation (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: PMP 2021 Street Resurfacing Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's PMP 2021 Street Resurfacing Project, Project No. 211003 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of nine million two hundred thirty five thousand seven hundred eighty dollars ($9,235,780) 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 two hundred (200) 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 one thousand dollars ($1,000) 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 one thousand dollars ($1,000) 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)

Matich Corporation
Name of Contractor

By: _____
Signature of Authorized Agent

Jason G. Jones, Vice President
Title

_____
Signature of Authorized Agent (if necessary)

Randall S. Valadez, Secretary/Treasurer
Title

149783
Contractor's License No.

L:\ca\djm\Agreements\Matich Corporation PMP 2021.PW-3.1.FY21-0015.doc.jn

"A City That Works"

City Council/Financing Authority Meeting **I. 20.**

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve Resolution No. 8318, adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election (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. 8318.

RECOMMENDATION:

It is recommended that Council approve Resolution No. 8318, a resolution of the City Council of the City of Redlands, California, adopting regulations for candidates for elective office pertaining to candidate statements submitted to the voters at an election.

DISCUSSION:

Section 13307 of the California Elections Code provides that the governing body of any local agency adopt regulations pertaining to a candidate statement prepared by any candidate for a municipal election, including costs thereof. This resolution provides a written statement of those regulations and defines responsibilities for the administration of candidate statements.

ALTERNATIVES:

The Council may continue this matter to June 7, 2022.

STRATEGIC PLAN:

Not Applicable

SUBMITTED BY:
Jeanne Donaldson, City Clerk

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

REVIEWED BY:
Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager

PREPARED BY:
Jeanne Donaldson, City Clerk

Fiscal Impact

Discussion:

There is no impact to the General Fund. Each candidate submitting a candidate statement for inclusion in the sample ballot will be required to pay in advance to the City his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet at the time the document is submitted. Following the election, the City Clerk will bill each candidate for any cost in excess of the deposit or refund any unused portion.

Attachments

Resolution No. 8318 Candidate Regulations

RESOLUTION NO. 8318

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION

WHEREAS, Section 13307 of the Elections Code of the State of California provides that, before the nominating period opens, the local agency for that election shall determine whether a charge shall be levied for the candidate's statement sent to each voter. A written statement of the regulations with respect to charges for handling, packaging, and mailing shall be provided to each candidate or his or her representative at the time he or she picks up the nomination papers;

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF REDLANDS does hereby resolve, declare, determine and order as follows:

Section 1. General Provisions. Pursuant to Section 13307 of the Elections Code of the State of California each candidate for elective office to be voted for at the general municipal election to be held in the City of Redlands may prepare a candidate statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in the Office of the City Clerk at the time the candidate's nomination papers are filed. Except as provided in Section 13309 of the California Elections Code, the statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 P.M. of the next working day after the close of the nomination period.

Section 2. Foreign Language Policy.

A. Pursuant to the Voting Rights Act, the City is required to translate candidates' statements into the following language: Spanish.

B. Pursuant to State law, the candidates' statement must be translated and printed in any language at the candidates' request.

C. The City Clerk shall have all candidates' statements translated into the language specified in paragraph A, above, and print any translations of candidates who so request printing in the voters' pamphlet.

Section 3. Payment. The candidate shall be required to pay for the cost of printing his or her candidate statement in English in the voters' pamphlet and shall also be required to pay for the cost of translating and printing the statement into any required foreign language as specified in (a) and (b) above pursuant to State and/or Federal law. The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965, as

amended, and require each candidate filing a statement to pay in advance to the City his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

Section 4. Additional Materials. No candidate will be permitted to include additional materials in the sample ballot package.

Section 5. The City Clerk shall provide each candidate, or the candidates' representative, a copy of this resolution at the time nominating petitions are issued.

Section 6. All previous resolutions establishing City Council policy on payment for candidate statements are repealed.

Section 7. This resolution shall apply at the next ensuing municipal election and at each municipal election after that time.

Section 8. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED, SIGNED AND APPROVED this 17th day of May, 2022.

ATTEST: _____
Paul T. Barich, Mayor

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, California, do hereby certify that the foregoing Resolution No. 8318 was duly adopted by the City Council at a regular meeting thereof held on the 17th day of May, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Jeanne Donaldson, City Clerk

"A City That Works"

City Council/Financing Authority Meeting **I. 21.**

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an agreement between the City of Redlands and the University of Redlands for event services for the Redlands Emergency Services Academy, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act (Police Chief Catren)

MOTION(S):

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

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

2. I move to approve the agreement between the City of Redlands and the University of Redlands for event services for the Redlands Emergency Services Academy.

RECOMMENDATION:

Staff recommends that the City Council approve the agreement between the City of Redlands and the University of Redlands for event services for the Redlands Emergency Services Academy beginning Wednesday, July 13, 2022, through Wednesday, July 20, 2022, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Redlands Emergency Services Academy (RESA) is a partnership with the Redlands Police Department, Redlands Fire Department, Crafton Hills College, and the University of Redlands to provide graduating high school students with a rigorous, hands-on introduction to public safety careers. The week-long academy gives local students interested in careers in emergency services an opportunity to learn from Redlands police officers and firefighters. Many participants have gone on to careers in both fields. For over twenty years, the University of Redlands has provided RESA with the use of their facilities to include housing, meeting rooms, and meals. The agreement incorporates costs associated with RESA program activities that take place on the campus. A portion of these costs are underwritten by the University of Redlands. The remaining costs will be funded through donations from the community and local organizations. Currently, RESA has applied for several donations, including a $28,000 grant from San Manual Band of Mission Indians, a $5,000 grant from Stater Brothers, a $500 donation from Redlands Police Officers' Association, and a $500.00 donation from Redlands Professional Firefighters' Association. The total cost for the University of Redlands, including sleeping rooms, facility rentals, and meals is $52,198.12. The University of Redlands and Harvest Table have agreed to underwrite (donate) $48,554 for sleeping rooms, meals, and facility rentals. This leaves RESA responsible for $3,644.12 to cover meals and custodial services. This amount is covered by the grants/donations, leaving no fiscal impact to the General Fund.

ALTERNATIVES:

Do not authorize the agreement between the City of Redlands and the University of Redlands.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Christopher R. Catren, Chief of Police

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

REVIEWED BY:
Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager

Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Sergeant Dominick Povero, Police Department

Fiscal Impact

Fiscal Year: FY 2022-23

Appropriation Required Y/N: No

Discussion:

There is no fiscal impact to the General Fund. The costs of the program will be fully covered by grants and/or donations.

Attachments

RESA Agreement
EHSE Guidelines
RESA EHSE Guideline Adherence Addendum
RESA Temporary COVID Update

Organization: RESA-Redlands Emergency Services Academy
Client Contact: Mead, Chris
Address: 1270 W Park Ave
Redlands CA 92373
Phone: (909) 556-6509
Email: cmead@redlandspolice.org

University of Redlands Event Services
1200 East Colton Avenue
PO Box 3080
Redlands, CA 92373

www.redlands.edu/event-services
events@redlands.edu
(909) 748-8116

EVENT SERVICES AGREEMENT

This is an agreement by and between the University of Redlands, a California nonprofit educational corporation with multiple campuses in California (the "University") and **RESA-Redlands Emergency Services Academy** , herein (the "User"). Essentially, the User is agreeing to rent space from, and utilize the services of, the University on the terms and conditions specified in this agreement (the "Agreement").

Agreement Issue Date: May 17, 2022

Agreement Expiration Date: May 31, 2022
To give the User time to review, consider, and finalize this Agreement, the University will reserve the event dates and event spaces that are the subject of this Agreement until the Agreement Expiration Date as a courtesy to the User. If the User has not returned the completed/executed Agreement, together with any required deposits and documents, the User understands that the University may release, and not hold, the dates and spaces.

Subject of this Agreement: Redlands Emergency Services Academy (RESA) - 2022-ABJZMM

RESERVATIONS

Wednesday, July 13, 2022

12:01 AM - 11:59 PM

Williams Hall (140)

07:00 AM - 08:30 AM Expected Attendance:30

Breakfast at The Table

08:00 AM - 10:00 PM Expected Attendance:30

Larsen Hall Rm 127

Wednesday, July 13, 2022

05:00 PM - 06:30 PM Expected Attendance:30

Dinner at The Table

Thursday, July 14, 2022

12:01 AM - 11:59 PM

Williams Hall (140)

07:00 AM - 08:30 AM Expected Attendance:30

Breakfast at The Table

08:00 AM - 10:00 PM Expected Attendance:30

Larsen Hall Rm 127

05:00 PM - 06:30 PM Expected Attendance:30

Dinner at The Table

Friday, July 15, 2022

12:01 AM - 11:59 PM

Williams Hall (140)

07:00 AM - 08:30 AM Expected Attendance:30

Breakfast at The Table

08:00 AM - 10:00 PM Expected Attendance:30

Larsen Hall Rm 127

05:00 PM - 06:30 PM Expected Attendance:30

Dinner at The Table

Saturday, July 16, 2022

Saturday, July 16, 2022

12:01 AM - 11:59 PM

Williams Hall (140)

07:00 AM - 08:30 AM Expected Attendance:30

Breakfast at The Table

08:00 AM - 10:00 PM Expected Attendance:30

Larsen Hall Rm 127

05:00 PM - 06:30 PM Expected Attendance:30

Dinner at The Table

Sunday, July 17, 2022

12:01 AM - 11:59 PM

Williams Hall (140)

07:00 AM - 08:30 AM Expected Attendance:30

Breakfast at The Table

08:00 AM - 10:00 PM Expected Attendance:30

Larsen Hall Rm 127

05:00 PM - 06:30 PM Expected Attendance:30

Dinner at The Table

Monday, July 18, 2022

12:01 AM - 11:59 PM

Williams Hall (140)

07:00 AM - 08:30 AM Expected Attendance:30

Breakfast at The Table

Monday, July 18, 2022

08:00 AM - 10:00 PM Expected Attendance:30

Larsen Hall Rm 127

05:00 PM - 06:30 PM Expected Attendance:30

Dinner at The Table

Tuesday, July 19, 2022

12:01 AM - 11:59 PM

Williams Hall (140)

07:00 AM - 08:30 AM Expected Attendance:30

Breakfast at The Table

08:00 AM - 10:00 PM Expected Attendance:30

Larsen Hall Rm 127

05:00 PM - 06:30 PM Expected Attendance:30

Dinner at The Table

Wednesday, July 20, 2022

12:01 AM - 11:59 PM

Williams Hall (140)

07:00 AM - 08:30 AM Expected Attendance:30

Breakfast at The Table

08:00 AM - 10:00 PM Expected Attendance:30

Larsen Hall Rm 127

05:00 PM - 08:00 PM Reserved from 04:00 PM to 09:00 PM

Casa Loma Room

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FINANCIALS

	List Price	Adjustment		Sub Total for Jul 13 2022
Standard Breakfast ($10.35, plus tax)	$2,484.00	(100%)	Harvest Table Sponsorship	$.00
				$.00

	List Price	Adjustment		Sub Total for Jul 20 2022
Casa Loma Room	$3,500.00	(100%)	University Sponsorship	$.00
Custodial - COVID	$82.64			$82.64
				$82.64

	List Price	Adjustment		Sub Total for Jul 13 2022
Larsen Hall Rm 127	$6,800.00	(100%)	University Sponsorship	$.00
Custodial - COVID	$661.12			$661.12
				$661.12

	List Price	Adjustment		Sub Total for Jul 13 2022
Standard Dinner ($12.70, plus tax)	$2,667.00			$2,900.36
				$2,900.36

	List Price	Adjustment		Sub Total for Jul 13 2022
Williams Hall (140)	$35,770.00	(100%)	University Sponsorship	$.00
				$.00

TOTAL MINIMUM INITIAL PROJECTED AMOUNT: $3,644.12

Non-Refundable Reservation Deposit (25%): $911.03

Minimum Revenue Requirement (80%): $2,915.30

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I. RESERVATION

The University will reserve the venue(s), housing, food service plans, equipment, and services as outlined in this Agreement. User's reservation must include the time needed for pre-event preparations and post-event cleanup, including any time needed by User's external vendors. Should additional venues, housing, food service plans, equipment, or services be requested, the User must submit to the University a written request for the adjustment. Requests for additional reservations are not guaranteed, but will be accommodated when possible. If the University is able to accommodate the additional reservations an addendum to this Agreement will be issued.

A reservation becomes effective after (a) the Agreement is signed by both the University and the User and (b) the University has received a non-refundable reservation deposit in the amount of 25% of the total minimum initial projected amount specified in the Agreement.

II. VENUE(S)

The University has venues that may be available for rental throughout the year. Fees for venue rentals include only (a) exclusive use of the reserved venue during the reserved days/times and (b) existing tables and chairs available from the University's inventory and located in the venue. Other equipment and services may be arranged with additional costs.

If the User wants the venue(s) set up in a particular way, the User must submit to Event Services a written request specifying the room set-up specifications and/or diagrams no less than twenty-one (21) days prior to the first day of guest arrival. Any set-up specifications submitted less than twenty-one (21) days prior to the first day of guest arrival will be accommodated if possible, but are not guaranteed.

Although it is rare, and the University seeks to avoid any changes, the University reserves the right to change specific venue assignments as necessary for University business. If a change becomes necessary, the University will move the event/function to a comparable and adequate venue on the University campus and will communicate any such changes to the User in a timely manner.

Although collaboration between the University and the User is expected, the University reserves the right to make the final decision concerning the suitability of holding a function outdoors or relocating to an indoor space due to inclement weather (including excessive heat and/or poor air quality), construction, or other unforeseen circumstances. In the event a function is moved, the University agrees to provide directions and assistance on the alternate location.

The University of Redlands strives to be inclusive of all individuals with disabilities and/or limited mobility of varying degrees on our campus. Despite our efforts to be inclusive, some buildings and other venues are not fully accessible because of the age of the building/venue. To provide for all individuals, it is imperative that the User communicates as early as possible in the planning process with regard to attendees with special needs (including housing). Strong pre-planning will allow us to create a program that meets the needs of your entire group with the venues that are available.

III. HOUSING

When residence halls and/or apartments are included in a reservation, the following terms and conditions will apply.

A. Specific Residence Hall/Apartments

Although it is rare, and the University seeks to avoid any changes, the University reserves the right to change specific residence hall/apartment assignments as necessary for University business. If a change becomes necessary, the University will provide comparable residence hall/apartment space and will communicate any such changes to the User in a timely manner.

B. Check-In and Check-Out

Check-in and check-out times and locations must be arranged and approved by Event Services no less than twenty-one (21) days prior to the first day of guest arrival.

C. Rooming List

A FINAL rooming list of all guests must be submitted to Event Services no less than fourteen (14) days

prior to the first day of guest arrival. The FINAL rooming list must include the following: each guest's (1) first and last names, (2) arrival and departure dates, and (3) room assignment.

The University will provide hall charts and diagrams for the User to make room assignments. Room changes are handled by the User's conference registrar, event planner, or representative and must be reported to Event Services.

All rooming lists must be legible and include participants' first and last names.

The University may, in its sole discretion, reassign any guest within the residence halls/apartments to a comparable room. The User will not be charged for any room assignment initiated by the University unless it is due to guest behavior.

D. Safety Requirements

To meet fire codes and ensure personal safety, room capacities in the residence halls shall be limited to no more than the number of persons per established sleeping room, unless otherwise designated on floor plans provided by the University. Under no circumstances may attendees sleep on the floor of any residence hall or apartment.

E. Right of Entry

The University reserves the right to enter any housing provided to the User pursuant to this Agreement to inspect the premises for the purposes of maintaining health and safety, for reasonable maintenance inspection, for repair, or in any situation deemed by the University to be an emergency. Under no circumstances shall the University enter a room for any reason other than health, safety, maintenance and repair, emergency, or compliance with University policies without prior notification to the User.

F. After Hours

Any questions or services required after hours will be handled by the University's Public Safety Department. All calls for assistance should be made to Public Safety at 909-748-8888.

G. Linens

Linens are available to rent at $20.00 per packet, per seven (7) day period. Each linen packet includes a pillow, two sheets, pillowcase, blanket, bath towel, and wash cloth. Linens must be ordered no less than fourteen (14) days prior to the first day of guest arrival and cannot be added after this date.

H. Pillows

Pillows are available to rent at $4.00 each, per seven (7) day period. Pillows must be ordered no less than fourteen (14) days prior to the first day of guest arrival and cannot be added after this date.

IV. FOOD SERVICE PLANS

When food service plans are included in a reservation, the following terms and conditions will apply.

A. Exclusive Provider

The University has an exclusive contract with Harvest Table Culinary Group ("Harvest Table") for all food and beverage services on the University's Redlands campus. No external food or beverages may be brought on the Redlands campus without prior written approval from Harvest Table and Event Services.

B. Regular Dining Hours at The Table

a. September-May

Monday-Thursday
Breakfast 07:00 AM-09:30 AM, Lunch 10:45 AM-01:30 PM, and Dinner 05:00 PM-07:30 PM

Fridays
Breakfast 07:00 AM-09:30 AM, Lunch 10:45 AM-01:30 PM, and Dinner 05:00 PM-06:45 PM

Saturday-Sunday
Brunch 10:00 AM-02:00 PM and Dinner 05:00 PM-06:30 PM

b. June-August

Breakfast 07:00 AM-08:30 AM, Lunch 11:30 AM-01:00 PM, and Dinner 05:00 PM-06:30 PM

C. Standard Meal Plans

Prices specified in the Agreement reflect the standard meal plans at The Table in The Irvine Commons ("The Table"). Harvest Table needs a guarantee of fifty (50) guests to open The Table. If User is below fifty (50) guests there will be a surcharge on each meal. A surcharge will be determined based on User guest numbers, along with other potential users or diners eating during User's stay

D. Meal Passes

If requested, meal passes will be supplied by the University to the User. These passes are programmed for the requested dates and meal plans. If a meal pass is lost, Event Services must be notified immediately to cancel the pass and have a new pass issued. A replacement fee will be incurred for each new pass.

E. Final Guarantee for Standard Meal Plan

User must submit a FINAL GUARANTEE for standard meal plans to Event Services no less than twenty-one (21) days prior to the first day of guest arrival. User can have no more than three (3) different standard meal plan configurations. Should the User's numbers increase after the FINAL GUARANTE has been given, contact Event Services to update. Numbers for standard meal plans may not be reduced once the FINAL GUARANTEE is received for any reason including, but not limited to, guests who do not show up and use their standard meal plan or additional meal events that change the number of guests using their standard meal plan

F. Harvest Table Debit Cards

Harvest Table debit cards may be issued at the User's request and have a specific value associated with each card. The User will only be charged for the value charged to the cards. If User wishes to order cards, notify Event Services of the number of cards ordered and the monetary value to be placed on each card no less than twenty-one (21) days prior to the first day of guest arrival. If a card is lost, Event Services must be notified immediately to cancel the card and have a new card issued. A replacement fee will be incurred for each new card.

G. Catering

Catering arrangements, including any financial obligations, must be made directly between the User and Harvest Table. The University is not involved in catering arrangements and does not accept responsibility for catering.

It is the responsibility of the User to notify the University as to which standard meals will be provided at The Table and which meals will be handled through a Harvest Table catered event. Under no circumstances will the University accept responsibility for miscommunication or overlap of guaranteed numbers as they relate to meal cards and/or catered events. User accepts all responsibility for guaranteed numbers given for either meal cards or catered events.

H. Alcoholic Beverages

The possession or consumption of alcoholic beverages by anyone under the age of twenty-one (21) is prohibited by California law.

Harvest Table Culinary Group (Harvest Table) is the only organization that is permitted to bring to or have alcohol available for an event at the University. Harvest Table carries the appropriate liquor licenses and requires state regulated training for bartenders and wait staff that handle alcohol. Harvest Table requires a minimum of thirty (30) days advanced notice of a bar/alcohol request.

In order to serve alcohol at an outdoor venue, perimeter fencing must be provided at the User's expense. The perimeter fence must be diagramed by Event Services and submitted to Harvest Table for approval a

minimum of thirty (30) days prior to the event date. Once the diagram is approved, changes cannot be made.

Should the University or Harvest Table determine any User or User's guest has brought any type of alcohol onto the premises without prior written approval, or allows any minor to consume any alcoholic beverage, the university or Harvest Table reserves the right to close the bar immediately and/or terminate the function entirely at the User's expense. User shall be responsible for providing transportation for the safety and well-being of all guests. In addition, the User will be responsible for all fines, loss of business, assessments, and liability of any nature as a result of the above.

Alcohol is not permitted in the residence halls. Violation of this Agreement may result in the immediate removal of the guests from the residence hall at the University's sole discretion.

V. ADDITIONAL SERVICES AND/OR EQUIPMENT

Sometimes Users arrange for additional services or equipment from the University that are not included in the venue rental rates. Common services or equipment include audio-visual services or equipment, IT services, printing services, or use of the University's Outdoor Programs equipment. Additional services and equipment must be specifically arranged and agreed upon.

VI. FINANCIAL TERMS AND CONDITIONS

The following financial terms and conditions apply to this Agreement.

A. Minimum Revenue Requirement

User will be billed a Minimum Revenue Requirement which is determined by adding the total dollar values of the Venues, Housing, Food Service, and other billable expenses which equal the Total Minimum Initial Projected Amount, and multiplying this figure by 80%.

User understands and fully accepts the Minimum Revenue Requirement due to the University no matter the actual number of guests or spaces and equipment used. Final invoices will be calculated based on the criteria detailed below, and will be whichever is greatest of the following:

1. The Minimum Revenue Requirement, plus Additional Charges as outlined below. Under no circumstances with the User be charged less the Minimum Revenue Requirement.

2. The final requested room set-up specifications and/or diagrams of all needed venues (submitted twenty-one (21) days prior to the first day of guest arrival), the final rooming list of all guests (submitted fourteen (14) days prior to the first day of guest arrival), and the final guarantee for standard meal plans (submitted twenty-one (21) days prior to the first day of guest arrival) if greater than actual numbers, plus Additional Charges as outlined below.

3. The actual number of guests, venues, housing, and food service plans if higher than final guarantees, plus Additional Charges as outlined below

B. Service Fee

The User understands and agrees that the University adds a service fee of five percent (5%) to the final billable amount for all events.

C. Payment

Payment may be made by credit card or a check (made payable to "University of Redlands"). Payment should be sent to the following address:

University of Redlands
Event Services Department
1200 East Colton Avenue
Redlands, CA 92373

A $25.00 fee will be assessed for returned checks. Questions regarding billing should be addressed with Event Services.

D. Deposit Payment

The reservation that is the subject of this Agreement becomes effective when both the Agreement is fully executed and when the University receives payment a deposit (see above). Deposits are non-refundable.

The deposit will be applied to the User's full invoice or to any cancellation fee that may apply.

E. Payment Schedule

Following the conclusion of the event, the University will mail to the User a final invoice that captures any unpaid balances/amounts and any charges incurred during the event as provided for in this Agreement.

The User agrees to pay any invoice within thirty (30) days after receipt of the invoice. Failure to pay the balance due as stated on the invoice within thirty (30) days of the invoice date will result in late fees being charged at a rate of 5% every fourteen (14) days.

The User specifically agrees to be responsible for any and all charges levied consistent with this Agreement, including but not limited to late fees.

F. Additional Charges

1. Damages

The User is responsible for all damages caused by User, User's guests/attendees, and/or User's service providers. Reasonable wear and tear is not considered to be "damages." Should damages occur, the University will provide as much detailed information concerning the location of damages and, if possible, the date and time they occurred (or were discovered) along with a photograph. All decisions regarding damages are unilaterally made by the University which is under an obligation to exercise that discretion in a reasonable manner. The User agrees to respect the University's unilateral judgments about damages.

2. Cleaning

Each User (and User's service providers) will be responsible for general cleanup. All decorations must be removed prior to departure. All trash must be placed in the trash receptacles in or near the contracted venue(s). Any glass breakage is to be swept up and removed from the premises. Any plates, bottles, or linens on lawns are to be picked-up. Rental items from service providers must be removed upon departure. No rental items are to be left on University property overnight. A minimum charge of $300.00 will be assessed to the User for rental items left by User or service providers in any venue or University location. The University is not responsible for the delivery, storage, or protection of any property, items, or material goods left in the venue or on University property.

The standard rental of any venue on campus includes a basic "light-cleaning" (which includes vacuuming venue and sanitizing of bathrooms), both before and after the event. No additional fees will be charged for this basic cleaning as it is included in the rental fee. Cleaning that is required that goes beyond light cleaning will be billed to the User at the hourly cleaning rate then in effect. All decisions regarding the necessity of cleaning are unilaterally made by the University which is under an obligation to exercise that discretion in a reasonable manner. The User agrees to respect the University's unilateral judgments about cleaning.

3. Services or Equipment from the University

Services or Equipment ordered through the University including, but not limited to, Audio-Visual Services or Equipment, IT Services, Printing Services, and Outdoor Programs equipment will incur additional charges.

4. Services or Equipment from Outside the University

Sometimes Users need services or equipment that are not available from the University. User accepts financial responsibility for any and all services or equipment rentals obtained from providers outside the University whether the User arranges for these services or equipment directly or whether the

services or equipment are arranged by the University on behalf of the User as a courtesy (and at the User's direction).

5. Room Setup Changes or Late Submissions

Rental fees include University setup and take down service for the existing tables and chairs based on University inventory limits for the reserved venues. If the User changes the setup or arrangement after the final venue setup is submitted (or if the setup is submitted late), the University reserves the right to charge the User a late fee of up to $200.00 per day for each day beyond requested room set-up specifications and/or diagrams due date.

6. Time Charges

User's reservation must include the time needed (including time for User's venders) for set-up and tear-down. If the User exceeds the time limits established in the Agreement, the User understands and agrees that the User will be billed for the additional rental time, rounded up to the next hour, at a rate established in the Agreement (the rate for extra-contractual time will be a minimum of 150% of the average hourly cost of the rental).

7. Late Housing Lists

The University reserves the right to charge the User a late fee of up to $200.00 per day for each day beyond the FINAL rooming list due date until the User's rooming list is received by the University – outlined in HOUSING, Rooming List.

8. Lost Keys

Keys lost during the event or not returned during check-out or within eight (8) hours after check-out will be assessed a fee of $50.00 each for residence hall/apartment keys. Master keys lost during the event or not returned during check-out or within eight (8) hours after check-out will be assessed a fee of $500.00 each. There are NO exceptions to the return timeline.

9. Pool Passes

Pool passes are available at a cost of $10.00 per guest. Pool passes are valid for a seven (7) day period. The availability of pool passes is contingent upon the pool being open during the User's event and pool passes must be used during the posted hours for general usage. Any guest using the pool who is under the age of sixteen (16) years must be accompanied by a responsible adult who also has a pool pass.

10. Fitness Center Passes

Fitness Center passes are available at a cost of $10.00 per guest. Fitness Center passes are valid for a seven (7) day period. The availability of Fitness Center passes is contingent upon the Fitness Center being open during the User's event and Fitness Center passes must be used during the posted hours for general usage. Fitness Center usage is restricted to persons eighteen (18) years or older

VII. TERMINATION/CANCELLATION

A. Termination of Agreement by the University

The University does not have the right unilaterally to cancel this Agreement or terminate its obligations under the Agreement absent a force majeure event.

B. Termination of Agreement by the User

User must give written notice of any event cancellation or termination of the Agreement. A cancellation that is received by the University more than ninety (90) days prior to the event date will result in a forfeiture of the deposit User made, together with any costs already incurred to outside vendors. A cancellation that is received by the University ninety (90) days or less before the event date will result in a forfeiture of the entire cost of the event as specified in the Agreement, together with any costs already incurred and agreed to by User. Rescheduling an event is considered the same as cancellation and is subject to the above policy.

VIII. INSURANCE

The University requires all non-university events to carry comprehensive general liability insurance. A certificate of insurance can be purchased through Marsh, the University of Redlands special event insurance partner. The cost is based upon the type of event and number of expected guests, with more details provided at www.marshcampus.com. A certificate of insurance can also be obtained through an existing business or homeowner's insurance company. Most insurance companies will provide a rider policy for the day of the event for a nominal fee. This service works for events that are personal in nature - i.e. weddings, parties, anniversaries, graduation parties, etc.

Comprehensive General Liability insurance must list the University, its Officers, Employees, and Trustees as additional insured on a primary and non-contributory basis. A certificate of insurance should be issued by the carrier in the amount of $1,000,000 for each occurrence and $2,000,000 for general aggregate. **The certificate of liability insurance must be received by the University thirty (30) days from the Agreement date**.

If in connection with this Agreement, User or guests of User will include persons under the age of eighteen (18), then the General Liability insurance policy must provide coverage for sexual misconduct (including by definition sexual molestation, abuse, and harassment) with limits of no less than $1,000,000 per occurrence/$2,000,000 aggregate. Note: If the General Liability coverage has any sub-limits or exclusions inconsistent with the above that apply to coverage for sexual misconduct the Certificate of Insurance must define those limits or exclusions.

If the event includes the use of an automobile for the purposes of the activity, automobile insurance is required. If the client is bringing workers on campus for the event, workers comp is required at the state-mandated limits.

Each insurance policy shall be issued by an insurance company authorized to do business in the State of California or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made, and currently rated by A.M. Best as "(A-) IX" or better.

VIX. FORCE MAJEURE

If either party is delayed, interrupted or prevented from the performance of its contractual obligations by reason of an act of nature, fire, flood, war, public disaster, acts of terror, strikes or labor difficulties, governmental enactment, regulation or order, civil tumult, pandemic, epidemic, telecommunications failures, network or power failures or interruptions, or any other cause beyond its control, such party shall not be liable to the other therefore, except, however that the User shall remain liable for all non-cancelable costs paid and/or contracted by the University of Redlands before the event that occasioned the delay, interruption, or prevention. Non-cancelable costs are defined as third party costs for services already rendered or items already consumed.

X. MISCELLANEOUS

A. Bicycles

Bicycles may not be brought into or kept in residence halls. Ample parking for bicycles is available near each residence hall. The University is not responsible for the security of bicycles. Motorbikes are not permitted inside any building.

B. Cooking Appliances

Guests may not bring their own refrigerator or microwave. Guests may bring and use in their rooms, coffee makers with an automatic shut-off. Appliances which have an open coil or use hot oil are not allowed in residence halls.

C. Decorations

Users may only decorate the venue(s) reserved within this Agreement. Users may not attach tape, florist clay, tacks, screws, nails, or any other adhering devise to any indoor or outdoor property at the University. Decorations may be attached by using reusable all surface poster tack (painter's tape). User may not attach decorations to antique furniture, ceiling fixtures, windows, or doors. No items can be attached to or block vision of emergency exit signs. No items, including pictures, may be removed from walls or shelves in any area of the University. If directional signs are posted outdoors, they must be placed by the Event Services office. Use of confetti, straw, bird seed, rice, silly string, powder, sparklers, glitter, or smoke machine is strictly prohibited.

No open flames of any kind may be used at outdoor events. Only votive candles and hurricane lamps are allowed in indoor venues. Users must place protective drip plates under candles.

Any decorations, flower arrangements, or additional items brought in by the User must be removed at the conclusion of the event. Failure of the User, their guests, or service providers to abide by the building and/or decorating policies may result in additional fees for damage or excessive cleaning.

D. Drugs

User and User's guests' involvement in the use, possession, distribution, or sale of illegal drugs or narcotics is strictly prohibited, including the use of medical marijuana whether a medical marijuana card is issued or not. Non-compliance by anyone associated with the User will result in immediate removal from the residence hall, and dismissal from participation in activities on University property. The University operates under a no tolerance policy and will also report any instances of substance abuse, possession, or sale to local law enforcement for possible prosecution.

E. Elevators

Elevators exist in some University venues for the convenience of guests. Elevators must be used properly. Misuse may result in temporary loss of service and/or a service charge for repairs resulting from that misuse. Notify the University immediately if an elevator failure occurs.

F. Fire Safety

All University venues are equipped with fire safety systems. All attendees must evacuate the building immediately when the fire alarm sounds. Maps describing evacuation routes are posted within each venue. User should familiarize all attendees with these routes. Misuse or damage to fire safety equipment (sprinkler systems, smoke detectors, fire alarms, pull stations, fire extinguishers, and fire hoses) is strictly forbidden and will result in damage charges to the User and to prosecution.

G. Food Outside of the Irvine Commons

The University strongly discourages food and soft drinks in the dormitories, classrooms, and meeting venues that do not have kitchens. Food and sugar-filled sodas attract ants and cockroaches. The 100+ year old campus is located on the site of former citrus groves. There is a massive ant population which is immediately drawn to open food and soda containers. Crumbs also draw these insects from other areas. It is not unusual for ants to be found on the 3rd floor of dormitories and classrooms. The University sprays routinely for these pests. Your support and diligence in observing this regulation will help make your visit an enjoyable one.

H. Gambling

Gambling of any nature is strictly prohibited on University property.

I. Harassment

The University prohibits aggressive recruitment through proselytizing, selling, etc. to any persons on the University campus. External clients including conferences, meetings, or special events may not use aggressive tactics to engage students, staff, or faculty. Failure to abide by this policy will result in immediate removal from the campus. Additionally, illegal harassment based on protected characteristics also is, of course, prohibited and grounds for immediate removal.

J. Internet

Requests for internet access for User and User's attendees while on campus must be submitted, in writing, to the University. Typically, internet access can be arranged without additional cost; internet access is not guaranteed. If internet access is essential for the event, such access must be specifically requested and arranged in advance at an additional cost. Failure to submit a request in advance may, on occasion, result in inability to provide access to campus internet.

Internet access is also available on campus computers, including in Computer Labs and the Library during hours when available to the public. Children under the age of eighteen (18) may not be left in any computer lab without supervision.

The campus wireless network is a common means for people to access internet services. Due to its over-the-air nature, wireless communications are vulnerable to intrusive attacks. The University accepts no responsibility for the safety of information downloaded by the User or any individual associated with the User. All downloads are done at User's own risk. User accepts full responsibility for the legality of all content downloaded by the User or User's attendees.

K. Language

The use of foul language and profanities is discouraged at all times. The University hosts many groups with diverse backgrounds. Courtesy towards others, both within the User's group and between the User's group and others is expected at all times.

L. Minors (under the age of eighteen (18))

All groups whose participants are under the age of eighteen (18) must adhere to the following requirements for supervision of minors:

1. User must provide adult, live-in advisors at a ratio of at least one (1) adult advisor for every ten (10) minor participants.

2. User must provide adequate training and orientation for these advisors.

    a. User must arrange for an orientation session upon arrival of live-in advisory staff for them to meet with the University's representative prior to minors' arrival.

    b. The duties of advisors shall be clearly and explicitly defined and must include the following minimum duties:

        i. Knowing minors to the extent that they can be identified and called by name. Assisting them with problem solving and accounting for their presence, health and safety.

        ii. Being present and available and actively monitoring participant activity in ALL CAMPUS LOCATIONS at ALL TIMES when minors are present.

        iii. Enforcing User's and University's rules.

        iv. At check-in, the User must provide the University with the name(s) and phone number(s) of the adult sponsor(s) responsible for the User's minors at the University. Additionally, User must provide the University with a 24-hour contact number for a designated live-in advisor for the group. While this responsibility may be shared by all of the User's, live-in advisors through the use of a shared pager or cell phone, one person must be designated to respond at that number at all times.

Medical Consent Forms. Prior to check-in, the User must have in its possession, medical consent forms for all minors. These forms must be signed by the participant's parent or legal guardian. An authorized medical consent form is required before medical treatment can be administered to any minor. All decisions regarding medical treatment for any of the User's minors are the sole responsibility of the User and the User's live-in advisors.

M. Misconduct

The University reserves the right to evict any person or persons whose conduct is unacceptable by University standards.

N. Packages

User will inform the University of Redlands of any materials being shipped to the campus in order to coordinate receipt of all packages. Packages can be received Monday-Friday 08:00 AM-04:30 PM. All shipping labels must have the following information, in addition to the designated mailing address for proper handling: User group and person's name, Attention: Event Services.

Please check with the university before shipping packages to confirm that the correct shipping address is being used.

Do not send materials more than seven (7) days prior to the arrival date, as the University has limited storage space. Charges will be assessed for storing or moving these materials. Items received more than seven (7) days in advance of your event may be returned at the User's expense. Also, at the User's own expense, arrangements must be made for the return shipping of any surplus materials. The University reserves the right to discard any materials not removed within seven (7) days after your scheduled departure date. The University is not responsible for mislabeled packages, lost packages, or damages to items shipped, or left for pick-up to/at the University.

O. Parking

Vehicle parking on University property is governed by the University's Department of Public Safety. All parking for the event is subject to guidelines established by the Department of Public Safety. Parking permits are not required, but all state, local, and campus parking laws/policies must be followed. User and User's attendees assume all responsibility for vehicles parked on University property. Under no circumstances is the University responsible for damage to any vehicle while located on University property.

P. Personal Property

The University assumes no responsibility for loss, theft, or damage to personal property belonging to the User or to any of the User's guests. Guests who believe they have left personal effects behind may contact Public Safety or Event Services

While the University attempts to return personal effects to their proper owners, it cannot assume responsibility for any item found at a venue. To prevent loss, participants should reclaim their personal effects from the University as soon as possible. The University cannot hold items longer than fourteen (14) days after the last day of conference residency.

All shipping charges associated with the return of property to the User or a User attendee will be the responsibility of the individual. The University will not assume the cost of shipping any item back to its original owner/location.

Q. Pets

No pets of any kind may be brought into or kept in a University venue. Emotional Support Animals (ESAs) are also not permitted. Under Fair Housing Act/HUD guidelines, ESAs must be permitted in a qualifying individual's permanent residence. Because guests are staying in temporary housing on the University of Redlands campus, the University campus does not become a "residence" and thus ESAs are not permitted. Service animals that accomplish tasks for a disabled person are the only animals permitted on campus during events. Prior notification of the need of service animals is requested.

R. Pool Etiquette/Safety Rules

The University pool is used by all faculty, staff, students and guests of the University. It is expected that all users are respectful and courteous at all times. Safety rules are clearly posted at the entrance. All rules must be followed at all times. Failure to follow established safety procedures will result in a cancellation of pool privileges with no refund of the pool pass fees.

S. Public Safety

University staff may enter any room, including any guest room, for the purpose of maintaining health and safety, for reasonable maintenance inspection, for repair or in any situation deemed by the University to be an emergency.

University staff will require participants to remove any pet, bicycle, or any item deemed by the University to be either hazardous or inappropriate to a group living environment that is brought into the residence halls.

For emergency situations, Public Safety should be called at 909-748-8888.

T. Publications and Sales

Before the User prints or distributes any publication or other material in which the University venues and/or services are mentioned, or in which any University venues are pictured, User must send a draft of such proposed publication to the University for written approval in order to ensure that University services and

venues are properly represented.

The name "University of Redlands" as well as all University logos and trademarks are the sole property of the University. These may not be used without prior consent from the University.

Before the User or User's service providers attempt to sell any merchandise on University property, the User must first obtain written approval from the University.

U. Quiet Hours

Quiet hours in all shared-use venues are 09:00 PM-09:00 AM daily. Radios, televisions, stereos, and other such equipment must be operated so as not to disturb other guests. This is to be observed by all guests to ensure a peaceful and comfortable living and learning environment.

V. Smoking

The University is entirely non-smoking. User is responsible for making guests and service providers aware of and in compliance with the no smoking policy. Cleaning charges will be assessed if there is evidence of smoking in any venue.

W. University Rules and Policies

Any individual or organization renting venues at the University must abide by and conform with all applicable University rules, policies, and regulations. The User shall be responsible to make guests, their service providers (event planners, wedding coordinators, musicians, photographers, DJs, rental deliveries, etc.), and other concerned parties aware of and abide by University policies and regulations.

X. Visitation

All non-resident visitors within a residence hall are required to be escorted at ALL times by a resident of that residence hall. University staff may require the User to request any participants or group of participants to leave the residence hall(s) and/or University property if regulations/procedures specified in this Agreement are violated.

Y. Windows

Window screens, where provided, are not to be removed for any reason. User will be charged for each window screen removed or damaged.

XI. EXTERNAL SERVICE PROVIDERS

User, or a representative of User, must be on the premises when external service providers are on campus and must be available to accept deliveries. All external service providers (rental companies, florists, musicians, etc.) that are contracted directly with User are the sole responsibility of the User. Service providers arranged by the University will be managed by the University. All service providers, regardless of how they are engaged, must provide a certificate of liability insurance as outlined in INSURANCE.

XII. INDEMNIFICATIONS

User hereby assumes all responsibility for the safety and welfare of guests during the event. No illegal activities of any kind are permitted on the University of Redlands campus.

User shall defend, indemnify and hold harmless the University, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of User, User's guests, or User's service providers.

User, if a charitable organization, association, corporation, entity or individual, having or claiming immunity or exemption (statutory or otherwise) from liability for damage or injury to property or person, hereby waives its right to plead defensively such immunity or exemption against the University.

XIII. COMPLIANCE WITH STATE AND LOCAL LAWS AND REGULATIONS

Individuals and/or organizations renting venues at the University shall comply with all laws – federal, state and local – including all ordinances of the City of Redlands. All rules, regulations, and requirements of the police and fire departments shall be observed.

If requested by the University, any permit, license or tax required for any activity shall be purchased/paid by the User and made available to the University. It is also the responsibility of the User to determine which laws and ordinances apply to the activity of the User and to ensure compliance with same. Should any violation be found to exist, User hereby assumes all responsibility for correcting or removing such violation.

XIV. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, the University and User agree first to attempt to work out their differences with each other in good faith. If the matter cannot be resolved through good faith efforts, the parties agree to submit the matter to binding arbitration as follows below. This Agreement is governed by the laws of the State of California, as applied to contracts made and to be performed in California.

Arbitration

All controversies, disputes or claims (including those based upon statute, tort or public policy and those brought against individuals or other entities) arising out of or relating to this Agreement, the services to be performed under it, or the breach thereof, shall be determined by arbitration in accordance with the procedures established below.

Arbitration must be initiated by a party providing the other party with a written demand to arbitrate and notice of selection of one arbitrator.

Within five (5) calendar days of receipt of the written demand to arbitrate, the second party shall select one arbitrator and give notice of its choice to the first party. The two arbitrators so selected shall be unrelated to and unaffiliated in any way with either of the parties. The two arbitrators so selected will together choose a third arbitrator within five (5) calendar days after the selection of the second. In the event that the two are unable to agree upon a third arbitrator, either party may petition the presiding judge of the San Bernardino County Superior Court, for the appointment of a third arbitrator.

Within five (5) calendar days after the selection or appointment of the third arbitrator, each party shall submit a proposed decision to the arbitrators with appropriate findings of fact and conclusions of law to support the proposed decision. A copy of the proposed decision shall be given to the other party and to all arbitrators.

Within seven (7) calendar days after the submission of the two proposed decisions, the arbitrators will hold a hearing at which the parties to the dispute may submit evidence and examine witnesses. The arbitrators, if necessary, may issue subpoenas upon the request of the parties to compel the testimony of third parties and the production of documents as provided in Section 1282.6 of the California Code of Civil Procedure. There shall be no pre-hearing discovery, except for the foregoing. Testimony shall be taken under oath and the parties may be represented by legal counsel.

The arbitrators, by majority decision, shall issue a written decision within five (5) calendar days after the conclusion of the hearing. The decision of the arbitrators shall be final and binding upon the parties and may be entered as a judgment in a court of competent jurisdiction. The arbitrators shall not have the authority to amend, modify or delete any provision of this Agreement.

The costs of the arbitrators shall be split equally between the parties. Each party shall bear its own cost of arbitration, including fees of its counsel.

XV. NON-DISCRIMINATION

The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

XVI. ENFORCEMENT

The University's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

XVII. PREVAILING LANGUAGE

In the event that the language in this Agreement conflicts with any language in any other documents related to this Agreement, the language in this Agreement shall prevail.

XVIII. ENTIRE AGREEMENT

This Agreement, and its accompanying Addendums, constitute the entire agreement between the University and User with respect to its subject matter and may be amended only by written notification between both parties. Any and all other proposals, negotiations, promises, arrangements, or understandings, whether oral or written, made prior to this Agreement are hereby extinguished and considered null and void by both parties. University and User guarantee that, except as set forth in this Agreement, no representatives, warranties, or promises have been made to each other by their respective agents, representatives, or employees with respect to this Agreement. Neither User nor the University may assign their rights or obligations under this Agreement without the express written consent of the other party.

This space intentionally left blank.

XIX. Mutual and Binding Agreement

This Agreement, when signed and dated below by the respective authorized representatives of University and User will be considered in force and legally binding on both parties. The User acknowledges reviewing and accepting the cancellation provisions. The person(s) signing this Agreement shall have the authority to bind their respective organizations and agree to the terms and conditions herein. The parties agree that the electronic signature, whether digital or encrypted, of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such parties to this Agreement.

RESA-Redlands Emergency Services Academy

Signature

Date

Printed Name

University of Redlands

Signature

Date

Printed Name

University of Redlands Event Services
1200 E. Colton Ave
PO Box 3080
Redlands, CA 92373

www.redlands.edu/event-services
events@redlands.edu
(909) 748-8116

Enhanced Health and Safety Event (EHSE) Guidelines

for the University of Redlands Main Campus

Throughout the pandemic, Event Services has outlined an enhanced set of event guidelines to help reduce the spread of COVID-19, maintain healthy environments, and continue with a healthy operation. California recently moved from a pandemic to an endemic approach to the virus given the state of vaccinations, variants, and infections. According to the CDC, the level of cases and hospitalizations place San Bernardino county in the "low community level" category. Updates to these guidelines will be made to incorporate evolving state, county, and University guidance as needed.

Prevention Strategies

- Thorough and frequent handwashing with soap and water for 20 seconds
- Frequent use of antibacterial gel, particularly when hand washing is not possible
- Avoid contact with eyes, nose, and mouth
- Respiratory etiquette including covering coughs and sneezes
- Maintaining healthy environments (ventilation and cleaning)
- Vaccination, and booster when eligible
- When applicable, contact tracing in combination with isolation and quarantine
- Maintaining healthy operations (communications, supportive policies and health equity)

Events

- Attendees shall not attend if they are sick, exhibiting symptoms of COVID-19.
    - COVID-19 symptoms, as described by the CDC, include fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and diarrhea.
    - Event host can determine appropriate health screenings for symptoms upon arrival.
- Venues will be equipped with sanitizer and bathrooms stocked with soap and paper towels.
- Indoor spaces will be well ventilated. If HVAC system is not in place, windows/doors must be open and fans will be used to increase natural air flow.
- In accordance with state guidelines, custodial will clean and disinfect.
- Event attendees do not need to provide proof of vaccination unless requested by event host.
- If a case of COVID-19 is suspected or confirmed (even if vaccinated):
    - External clients should immediately contact Event Services.
    - University employees and students can should immediately complete the University of Redlands COVID-19 Symptoms, Exposure, or Positive Test Reporting Form.

Face Coverings/Masks

- The following apply universally, regardless of vaccination/booster status:
    - Masking is *optional* for all venues, events of any size, with or without food.
    - Masking is *required* in meeting spaces when an individual(s) present makes the request.
    - Masking *may be required* in other special circumstances.
- Individuals may continue to wear a mask if they choose. One-way masking with an N95 mask provides a high level of protection.
- No person can be prevented from wearing a face covering.

Enhanced Health and Safety Event Guidelines Adherence Addendum

Due to the ongoing global pandemic caused by COVID-19, the University of Redlands has implemented Enhanced Health and Safety Event Guidelines (EHSE Guidelines) to help promote public health and maintain a safe and healthy campus.

The health and safety of our students, employees, and guests is our top priority. We value the trust you have put in us to host your event and believe your adherence to the EHSE Guidelines, partnered with the safety protocols our staff are utilizing, will create a safer environment for everyone.

By signing this document, you are acknowledging that you have received and read the EHSE Guidelines. You are also agreeing to adhere to the EHSE Guidelines and hold your event guests, vendors, and others working on your behalf accountable to the guidelines as written. Failure to do so could result in the spread of illnesses and may lead to either (a) your event being closed or canceled with no refund or (b) the implementation of additional fees. Whether the event is closed/canceled or additional fees are imposed will be at the University's discretion.

The University is following guidance from federal, state, county, and local public health officials. Because guidance is changing as the course of the pandemic changes, the EHSE Guidelines at the time of your event may be different than the attached guidelines. If the guidelines are changed, an updated EHSE Guidelines document will be shared with you and will replace the attached EHSE Guidelines.

Attached: Enhanced Health and Safety Event Guidelines April 1, 2022
Conference/Camp additions coming soon

I have read and acknowledge the ESHE Guidelines and agree to be bound by the terms of this Addendum.

RESA-Redlands Emergency Services Academy
(Redlands Emergency Services Academy (RESA) - 2022-ABJZMM)

_____ _____
Signature Date

_____
Printed Name

University of Redlands

_____ _____
Signature Date

_____
Printed Name

ADDENDUM: Temporary COVID Update to TERMINATION/CANCELLATION

Agreement reads:

TERMINATION/CANCELLATION

A. Termination of Agreement by the University
   The University does not have the right unilaterally to cancel this Agreement or terminate its obligations under the Agreement absent a force majeure event.
B. Termination of Agreement by the User
   User must give written notice of any event cancellation or termination of the Agreement. A cancellation that is received by the University more than ninety (90) days prior to the event date will result in a forfeiture of the deposit User made, together with any costs already incurred to outside vendors. A cancellation that is received by the University ninety (90) days or less before the event date will result in a forfeiture of the entire cost of the event as specified in the Agreement, together with any costs already incurred and agreed to by User. Rescheduling an event is considered the same as cancellation and is subject to the above policy.

FORCE MAJEURE

If either party is delayed, interrupted or prevented from the performance of its contractual obligations by reason of an act of nature, fire, flood, war, public disaster, acts of terror, strikes or labor difficulties, governmental enactment, regulation or order, civil tumult, pandemic, epidemic, telecommunications failures, network or power failures or interruptions, or any other cause beyond its control, such party shall not be liable to the other therefore, except, however that the User shall remain liable for all non-cancelable costs paid and/or contracted by the University of Redlands before the event that occasioned the delay, interruption, or prevention. Non-cancelable costs are defined as third party costs for services already rendered or items already consumed.

Temporary COVID Update:

The University is following guidance from federal, state, county, and local public health officials. COVID-related restrictions will be updated in the University of Redlands' Enhanced Health and Safety Event Guidelines (EHSE Guidelines).

If termination or cancellation is due to county, state, or federal mandates, refer to Force Majeure section of the Agreement.

If termination or cancellation is requested by the User because of issues the User encounters related to COVID, the University will refund **up to** 50% of the TOTAL PROJECTED COST or TOTAL MINIMUM INITIAL PROJECTED AMOUNT, minus all non-cancelable costs paid and/or contracted by the University before the event. Non-cancelable costs are defined as third party costs for services already rendered or items already consumed. If User reschedules event, there will be no financial penalty and any payments already made will be applied to the future date.

Enhanced Health and Safety Event Guidelines:

Attached: Enhanced Health and Safety Event Guidelines January 7, 2022

I have read and acknowledge the Temporary COVID Update to TERMINATION/CANCELLATION and agree to be bound by the terms of this Addendum.

RESA-Redlands Emergency Services Academy
(Redlands Emergency Services Academy (RESA) - 2022-ABJZMM)

_____ _____
Signature Date

_____
Printed Name

University of Redlands

_____ _____
Signature Date

_____
Printed Name

"A City That Works"

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

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Video Series: Working for You: Making Redlands a Better Place (Public Information Officer Baker)

DISCUSSION:

For this evening's City Council meeting, staff will present a new video from the video series “Working for You: Making Redlands a Better Place.” The series highlights one employee each month, from various departments and divisions, specifically describing how that employee’s job fits into the larger mission of the City to improve residents’ lives and make Redlands a better place to live. The videos are available for viewing on the City’s website and social media platforms in addition to being shown in rotation on Redlands TV.

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/Financing Authority Meeting **J. 2.**

DATE: 05/17/2022

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 Richard Corneille, of Accelerate Neighborhood Climate Action, 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 Preparing for Increasing Heat

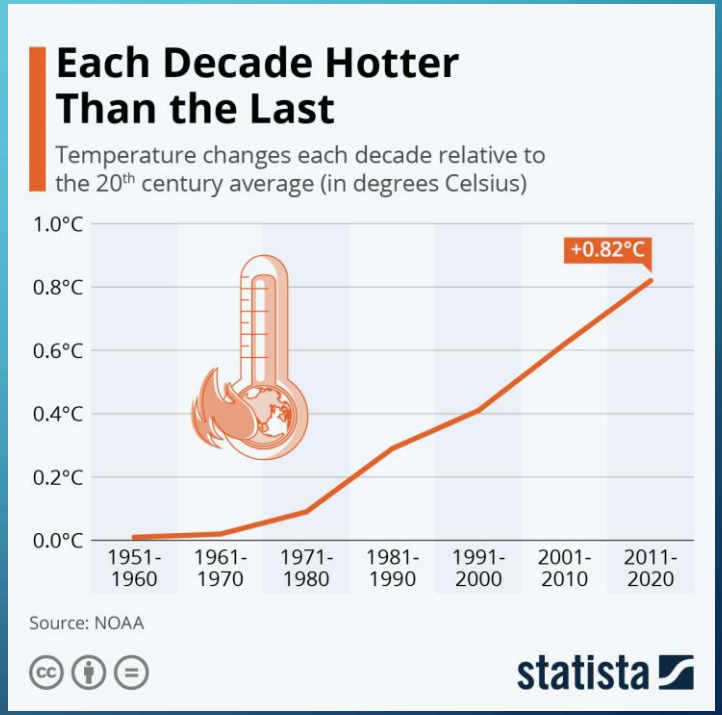
ANCA PRESENTATION TO REDLANDS CITY COUNCIL: PREPARING FOR INCREASING HEAT

MAY 17, 2022

RICHARD CORNEILLE, PE

IMPACTS OF CLIMATE CHANGE CAUSED BY GLOBAL WARMING

- MORE FREQUENT DROUGHTS
- INTENSE, DESTRUCTIVE WILDFIRES
- MORE SEVERE WEATHER
- INCREASED HUMAN HEALTH RISKS AND DEATHS



HEAT IS THE DEADLIEST OF CLIMATE CHANGE WEATHER IMPACTS

- HEAT WAVES ARE INCREASING IN INTENSITY & FREQUENCY
- HEAT DEATHS ARE UNDER-REPORTED
- HEAT WAVES OCCURING WHERE NONE EXPERIENCED BEFORE
- GREATER IMPACTS ON DISADVANTAGED COMMUNITIES, HOMELESS, & OUTSIDE WORKERS



HOTTER IS THE NEW NORMAL FOR CALIFORNIA & THE SOUTHWEST

- PHOENIX SHATTERED 34 DAILY HEAT RECORDS IN LAST 10 YRS
- S.B. COUNTY HIGH DESERT OVER 100 DAYS OF 100+ WEATHER
- INLAND EMPIRE HOTTER BY UP TO 2 DEGREES AVERAGE
- LAND SURFACE UP TO 7 DEGREES HOTTER IN POOR VS WEALTHY NEIGHBORHOODS



WHAT CITIES ARE DOING TO ADDRESS INCREASING HEAT

- INCREASING TREE CANOPIES, ESPECIALLY IN VULNERABLE NEIGHBORHOODS
- INDENTIFYING COOLING CENTERS
- ENCOURAGING COOL ROOFS AND PAVING
- PREPARING CITY-WIDE HEATWAVE ACTION PLANS



ANCA CAN HELP **PROMOTE** HEAT REDUCTION & MITIGATION ACTIONS

- **NEIGHBORHOOD EDUCATION ON WAYS TO SURVIVE THE HEAT**
- **ENCOURAGING NEIGHBORHOOD HEAT RESILIENCY PLANS**
- **ASSISTING UNDERSERVED NEIGHBORHOODS TO MITIGATE HEAT IMPACTS**



HEAT MITIGATION ACTIONS NEIGHBORHOODS CAN IMPLEMENT

- PLANTING & MAINTAINING TREES FOR SHADE
- EDUCATING NEIGHBORS ON HOW TO BE SAFE DURING HEAT WAVES
- PROMOTING ENERGY EFFICIENT UPGRADES- SOLAR PANELS, INSULATION, DOUBLE PANE WINDOWS, REFLECTIVE ROOFS
- PLANS FOR CHECKING-ON & CARING FOR VULNERABLE NEIGHBORS



THANK YOU!

ADDITIONAL INFORMATION

ANCAINLANDEMPIRE@GMAIL.COM

"A City That Works"

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

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report of the Municipal Utilities/Public Works Commission Annual Report by Adekunle Ojo (Municipal Utilities and Engineering Director Harris)

DISCUSSION:

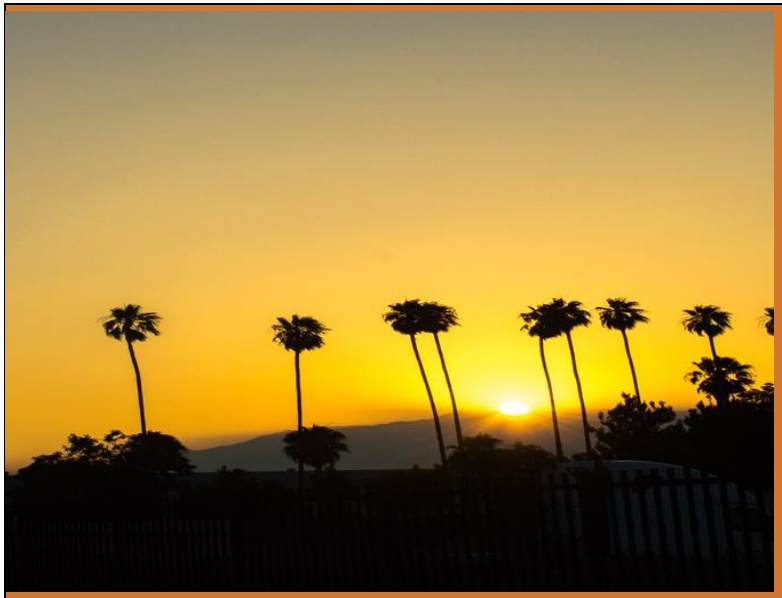
Chapter 2.38 of the Redlands Municipal Code establishes Municipal Utilities/Public Works Commission (MUPWC) appointment protocols, objectives, goals, and reporting requirements. Each year, the MUPWC Chairperson presents an Annual Report to the City Council summarizing accomplishments of the previous year, and outlining goals for the next year. Tonight, MUPWC Chairperson Adekunle Ojo will present the Annual Report.

SUBMITTED BY:

John R. Harris, Municipal Utilities and Engineering Director

Attachments

2022 MUPWC Annual Report



City of Redlands

MUNICIPAL UTILITIES/PUBLIC WORKS COMMISSION

ANNUAL REPORT

MAY 17, 2022

Redlands Municipal Code Chapter 2.38

- A resource for City Council, staff, and buffer with the general public
- Knowledgeable of Public Works, Utilities, and Engineering Programs
- Provide advice to City Departments regarding public acceptability of proposed plans, programs, and projects including studies and proposals related to rates and fees charged to the public (water, sewer, solid waste, DIF)

MUPWC Membership

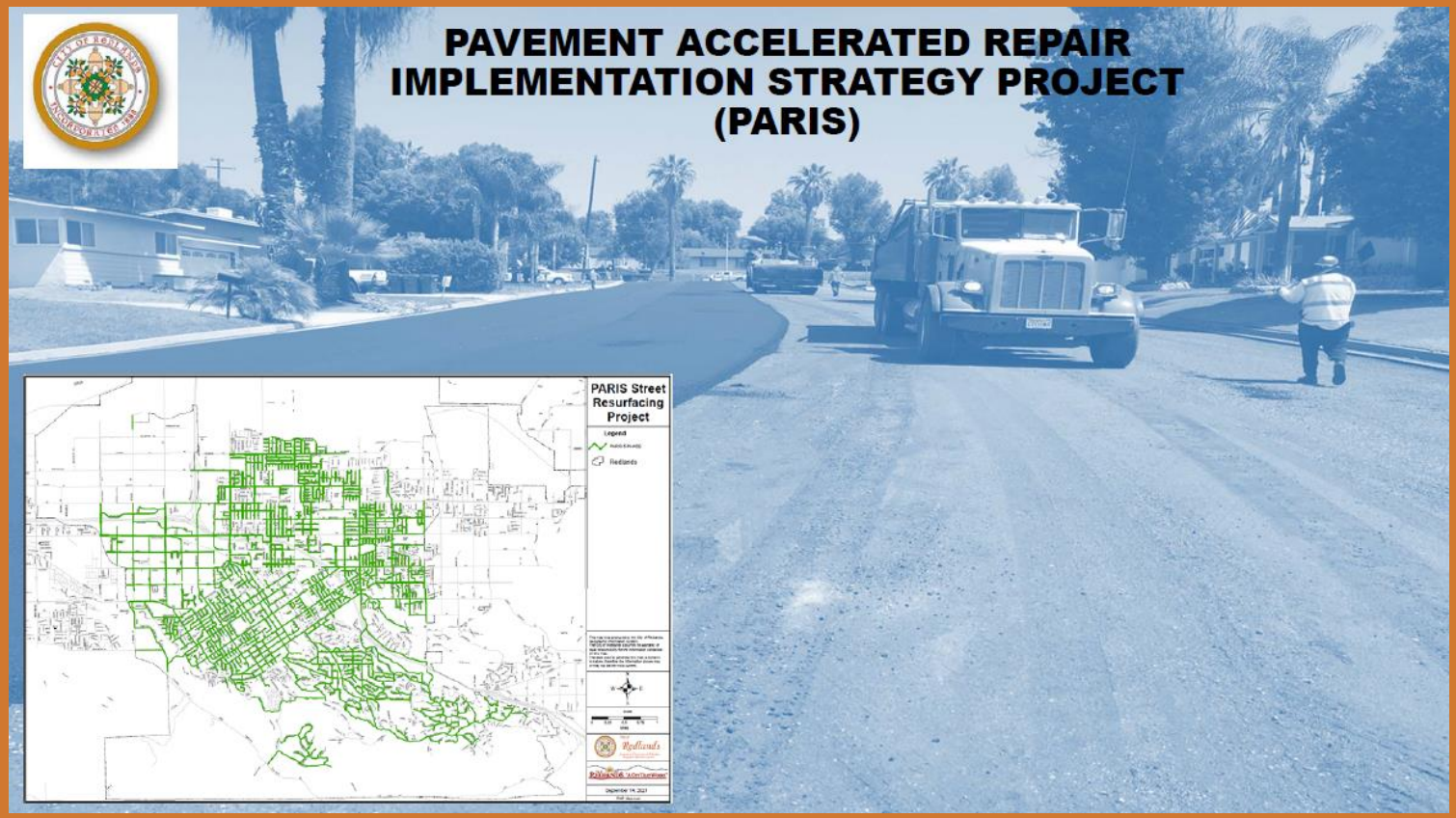
The Municipal Utilities/Public Works Commission appreciated the opportunity to be a collective resource for City Council, staff, and the entire Redlands community

Adekunle Ojo	Brad Thoms	CV	David Garcia	Steve Stockton	Tom Breitkreuz	Zachary Travis
						
2018	2018	2019	2020	2018	2020	2020

2021 Accomplishments

- ✓ Pavement Management Program
- ✓ WWTP Improvement Project – Phase 1B
- ✓ Water Systems & Wastewater System Master Plan Updates
- ✓ Groundwater Well & Booster Pump Rehabilitation Project
- ✓ Waterline Replacement Project
- ✓ Wastewater Replacement & Slip-Lining Projects
- ✓ Water Infrastructure Condition, Seismic, Structural Assessment
- ✓ Water System SCADA Expansion Project
- ✓ Citywide Water Meter Replacement Project

2021 Accomplishments



2021 Accomplishments







2021 Accomplishments



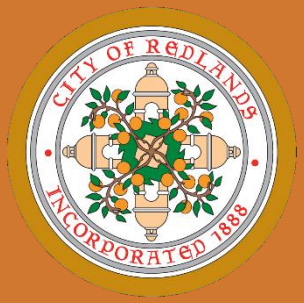
PRE-2021 METER



NEW AMI-CAPABLE METER

2022 Goals

- ✓ Complete WWTP Improvement Project – Phase 1B
- ✓ Transition to WWTP Improvement Project – Phase 2
- ✓ Implement Utility Planning Document Project Recommendations
- ✓ Continue Groundwater Well & Booster Pump Rehabilitation Project
- ✓ Pavement Management Project – 30 Miles
- ✓ Waterline Replacement Project – 4.2 Miles
- ✓ Wastewater Replacement & Slip-Lining Projects – 4.5 Miles
- ✓ Complete Water System SCADA Expansion Project
- ✓ Continue Citywide Water Meter Replacement Project



Thank You!

"A City That Works"

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

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Annual Report of the Library Board of Trustees by William Hatfield (Library Director McCue)

DISCUSSION:

For this evening's City Council meeting, William Hatfield will be presenting the Library Board of Trustees annual report.

SUBMITTED BY:
Don McCue, Library Director

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Janice McConnell, Assistant City Manager

"A City That Works"

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

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an agreement with Redlands Ranch Market in an amount not to exceed $2,024,400 to provide a maximum of 1,687 monthly grocery gift cards for the ARPA Resident Grocery Gift Card Program (Assistant City Manager McConnell)

MOTION(S):

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

1. I move that the City Council approve the agreement with Redlands Ranch Market in an amount not to exceed $2,024,400 from the Grocery Gift Card Program allocation of State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA)

RECOMMENDATION:

Staff recommends that the City Council approve the agreement with Redlands Ranch Market, in the amount not to exceed $2,024,400 from the Grocery Gift Card Program allocation of State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). The agreement will formalize the City's purchase of the large volume of up to 1,687 monthly gift cards, valued at $100 each for use towards the ARPA Resident Grocery Gift Card Program, approved by City Council on March 15, 2022.

DISCUSSION:

On March 11, 2021, The American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds (SLFRF). This program is intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and to contain impacts on communities, residents, and businesses.

During the City Council meeting that took place on March 15, 2022, Council approved the Resident Grocery Gift Card Program funded by the State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). The program will provide grocery assistance to a maximum of 1,687 eligible households in the form of a monthly $100 grocery gift card for a period of 12 months.

Staff advertised a Request for Proposal in April 2022 in compliance with the General Procurement Standards §200.318 of the Federal Grant Regulations as applies to this federally awarded grant for contracted services. City staff requested a Request for Proposal from twenty-three (23) entities who provide grocery-type services via the City's PlanetBids website and via email invite to relevant entities listed on the City's Business License database. A total of two (2) entities responded. A selection committee comprised of three staff members reviewed the proposals and evaluated their merits. After ranking the proposals received, Redlands Ranch Market was determined to be the most qualified proposer based on their demonstrated competence, the professional qualifications necessary for the satisfactory performance of the services required, and extensive involvement in Redlands community activities.

Applicant Name	Responsive Proposer	Responsible Proposer
Redlands Ranch Market 800 E. Lugonia Ave Redlands, CA 92374	X	X
Smart and Final Stores 600 Citadel Drive Commerce, CA 90040	X	X

The government wide exclusions list in the System for Award Management (SAM) was consulted in accordance with Office of Management and Budget guidelines at 2 CFR 180 that implement "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. [contractor] was not listed on SAM's "Debarment and Suspension" list.

The total purchase value and contract amount is not to exceed $2,024,400 during the life of the program (currently slated to conclude in October 31, 2023) – reflecting the City's purchase of 1,687 gift cards "at cost" of $100 each without additional fees. This ensures that the allocated program amount will be available to directly serve eligible households in need.

Although the alternative applicant, Smart and Final Stores, did propose a 5% discount to the City's purchase of the gift cards totaling a maximum potential savings of $101,220 over the life of the program, Redlands Ranch Market

scored significantly higher during the evaluator's review in areas such as Redlands-specific community involvement; offering a variety of international foods; and being a woman owned small business from its inception – which is viewed favorably per in §200.321 of the Federal Grant Regulations stating, "Non-Federal entity must take all necessary affirmative steps to contract with small and minority businesses, women's business enterprises, and labor surplus area firms." On this note, Smart and Final Stores did disclose that its corporate banner was recently purchased by a large corporate Mexican retailer within the last year.

ALTERNATIVES:

The City Council may elect not to approve the agreement and direct staff accordingly.

STRATEGIC PLAN:
N/A

SUBMITTED BY:
Janice McConnell, Assistant City Manager

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

REVIEWED BY:
Daniel J. McHugh, City Attorney
Janice McConnell, Assistant City Manager
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Maira Durazo, Grants Coordinator

Fiscal Impact

Fiscal Year:	2022-24
Revenue Generating:	No
Appropriation Required Y/N:	N
Amount:	$2,024,400
Discussion:	

$2,024,400 out of the City's $11,508,106 ARPA State and Local Fiscal Recovery Funds award has been approved by City Council on March 15, 2022 for use towards the Grocery Gift Card program. This agreement will facilitate the purchase of the grocery gift cards needed to implement the program.

Attachments

Attachment A - Contractor Agreement

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the provision of ARPA Resident Food Assistance Program - Grocery Gift Cards ("Agreement") is made and entered in this 17th day of May, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and About Food Inc., dba Redlands Ranch Market, a California S Corporation ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

1.1 City hereby engages Contractor to provide up to 1,687 gift cards on a monthly basis to City commencing as of the Effective Date of this Agreement through October 2023 (the "Services").

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

ARTICLE 2 – SERVICES OF CONTRACTOR

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

2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

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

3.2 City designates Maira Durazo, Grants Coordinator, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The Services shall commence immediately after the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "B," titled "Project Schedule," which is attached hereto and incorporated herein by this reference.

The term of this Agreement shall commence on May 17th 2022 and expire on October 31st 2023 unless terminated earlier as provided herein or otherwise modified by the Parties.

ARTICLE 5 – PAYMENTS TO CONTRACTOR

5.1 Total compensation for Contractor's performance of the Services shall not exceed the amount of Two Million Twenty-Four Thousand Four Hundred Dollars ($2,024,400). City shall pay Contractor on a time and materials basis up to the not to exceed amount in accordance with Exhibit "C," titled "Payment Schedule," which is attached hereto and incorporated herein by this reference.

5.2 Contractor shall submit monthly the completed attached "Invoice Form" template to City describing the Services performed during the preceding month in accordance with Exhibit "D" titled "Invoice Form." Contractor's invoices shall include a brief description of the Services performed, the dates the Services were performed, and the number of gift cards provided to City. City shall pay Contractor no later than thirty (30) days after receipt and approval by City of Contractor's invoice.

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

CITY	CONTRACTOR
City Clerk City of Redlands 35 Cajon Street P.O. Box 3005 (mailing) Redlands, CA 92373 jdonaldson@cityofredlands.org (909) 798-7531	David Ireland, General Manager About Food Inc. dba Redlands Ranch Market 800 E. Lugonia Ave. Redlands, CA, 92374 redhead443@gmail.com (951) 741-1884

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a

provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

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

B. Commercial General Liability (CGL) insurance with carriers acceptable to City:

    a. Limits of insurance not less than:
        1. $1,000,000 Each Occurrence Limit
        2. $1,000,000 Personal and Advertising Injury Limit
        3. $2,000,000 Annual Aggregate Limit
        4. $2,000,000 Products-Completed Operations Limit
    b. City shall be included as an Additional Insured. Contractor shall also cause its policy to be amended to provide that the coverage afforded to the additional insured is primary to and noncontributing with any other insurance, self-insurance or deductible amount maintained by or provided to the additional insured. Attached to each certificate of insurance shall be a copy of the additional insured endorsement that is part of the Contractor's CGL, as well as a copy of the policy's endorsement providing coverage to the additional insured on a primary and non-contributing basis.
    c. CGL coverage shall be written on ISO Occurrence form CG00011093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury. Use of any CGL form covering defense costs within the limits of insurance requires the prior written consent of City.

C. On the certificate of insurance, the Certificate Holder section should read as follows:

    City of Redlands
    Attn: Risk Management
    P. O. Box 3005
    Redlands, CA 92373

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

ARTICLE 7 – CONFLICTS OF INTEREST

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

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

A. Does not make a governmental decision whether to:

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

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

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

ARTICLE 8 – GENERAL CONSIDERATIONS

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

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

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

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

8.5 This Agreement shall be governed by and construed in accordance with the Department of the Treasury's Interim Final Rule (31 CFR Part 35); 2 CFR Part 200 of Federal Grant Regulations; and the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

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

ARTICLE 9 – UNIFORM GUIDANCE PROVISIONS

By executing this Agreement, the Contractor hereby certifies that it will adhere to and comply with the following provisions as may be applicable to a Non-Federal Entity Contractor per Appendix II to Title 2 CFR Part 200 of the Federal Uniform Guidance:

9.1 Remedies for Breach – Any waiver by the City of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of City to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing City from enforcement of the terms of the Agreement.

9.2 Termination for Cause - This Agreement may be terminated by City, in its sole discretion, by providing not less than ten (10) days prior written notice to Contractor of City's intent to terminate. If this Agreement is terminated by City, an adjustment to

Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

9.3 Equal Employment Opportunity – No construction is to be funded with moneys under this program; as such, the funds used for this program are not subject to Equal Employment Opportunity.

9.4 Davis-Bacon, as amended (40 U.S.C. 3141-3148) – No construction is to be funded with moneys under this Program; as such, the funds used for this program are not subject to Davis Bacon.

9.5 Contract Work Hours/Safety Standards Act (40 U.S.C. 3701-3708)- Where applicable, all contracts awarded by the City in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5). Under Section 40 U.S.C. 3702, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9.6 Rights to Inventions – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401.2, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the U.S. Department of the Treasury.

9.7 Clean Air Act (42 U.S.C. 7401-7671q) and Water Pollution Act (33 U.S.C. 1251-1387) – Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671q) and the

Federal Water Pollution Control Act as amended (33 U.S.C.A. Section 1251 - 1387). Violations shall be reported to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).

9.8 Energy Efficiency – Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 - 163, Dec. 22, 1975; 42 U.S.C.A. Section 6201, et. seq., 89 Stat.871).

9.9 Debarment and Suspension (Executive Orders (E.O.) 12549 and 12689) – No contract shall be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement E.O.s 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.

9.10 Anti-Lobbying Certification (31 U.S.C.A. 1352) – The language of the certification set forth in this paragraph 9.10 shall be required in all contracts or subcontracts entered into in connection with this program activity and all Contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.A. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and no more than $100,000 for such failure. "The undersigned certifies, to the best of his or her knowledge or belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan or cooperative agreement, he/she will complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

9.11 Procurement of Recovered Materials – A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with 42 U.S.C. Section 6962 of the Solid Waste Disposal Act (42 U.S.C.A. Section 6901, et seq.), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental

Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.12 Access to Records and Records Retention - Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services. Such books shall be available at reasonable times for examination by City at the office of the Contractor. The Contractor, shall allow all duly authorized Federal, State, and/or City officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to this specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least eight (8) years after the expiration of the term of this Agreement.

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

CITY OF REDLANDS

By: _____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

CONTRACTOR

By: _____
David Ireland, General Manager
Redlands Ranch Market

EXHIBIT "A"

SCOPE OF SERVICES

A. Purpose:

According to a Resident COVID-19 Impact Survey conducted by the City, Redlands' residents listed food assistance as one of the top 3 areas of relief that would be of greatest benefit in aiding their recovery from the economic effects of COVID-19. The Grocery Gift Card Program would provide relief to impacted and disproportionately impacted households by issuing a monthly grocery gift card exclusively for the purchase of food at Contractor's grocery retail store for a period of 12 months.

During the term of this Agreement for the ARPA Program - Grocery Gift Card Purchase entered into between Contractor and the City, Contractor shall provide *up to* 1,687 gift cards on a monthly basis to the City through October 2023. The gift cards are for exclusive use at Contractor's grocery retail store for purchase of food items only.

B. Description of services/deliverables:

The City will accept applications from eligible households and distribute the gift cards beginning in June 2022 and will continue to accept applications until October 1st 2022. The program will conclude with the distribution of the final monthly gift card or October 2023, whichever is sooner.

- Because the City will be accepting applications on a rolling basis from May-October 1, 2022, the number of needed gift cards will vary each month, but will not exceed 1,687 in any given month. The Contractor must designate a window timeframe to allow City staff to communicate the number of gift cards needed for the following month. The Contractor **MUST register on SAM.gov** and provide UEI, DUNS or TIN # **prior** to commencement of services and before any payment to be made

The monthly services/deliverables include:

- Provide the number of requested physical gift cards to the City each month
- Gift cards must be valued at $100 each
- Ensure that participant purchases made with gift cards exclude all purchases of tobacco and alcohol products
- Ensure that gift cards are used to purchase food only by participants

EXHIBIT "B"

PROJECT SCHEDULE

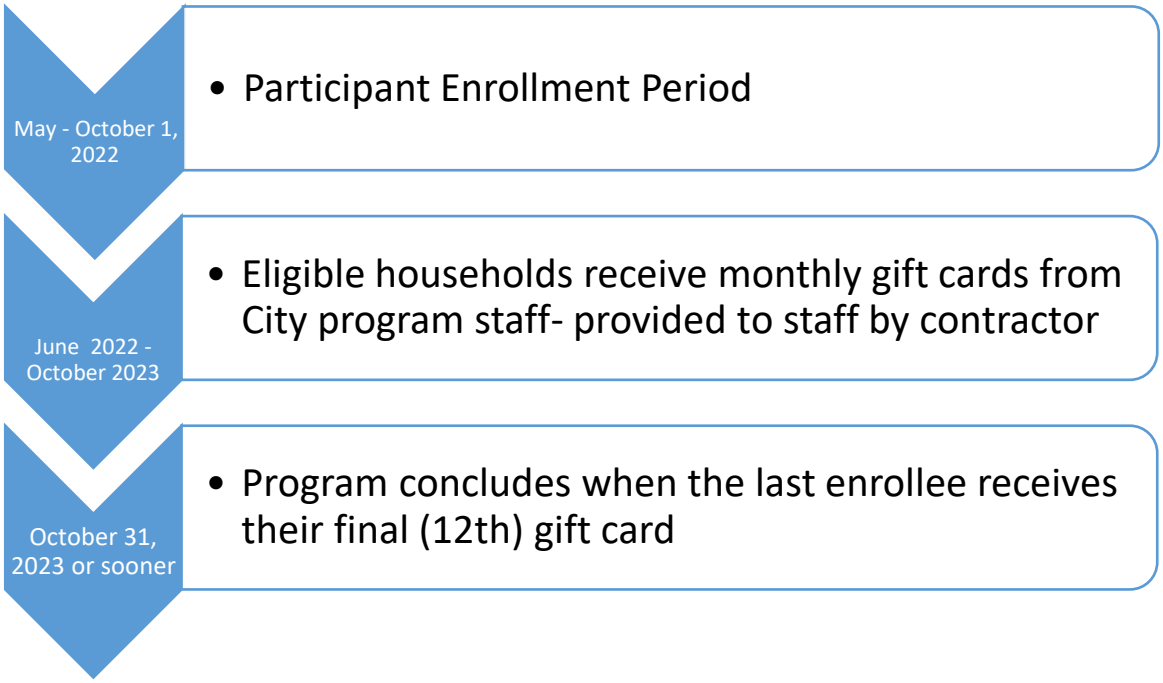


EXHIBIT "C"

PAYMENT SCHEDULE

Proposed Scope of Work	Product or Outcome
The Scope of Work for this effort encompasses the description of services/deliverables found in Exhibit A, Sections A-B. All Scope of Work activities will be completed by the end of the contract term.	• **Must register on SAM.gov** and provide UEI, DUNS or TIN # prior to commencement of services and before any payment to be made • Provide the determined number of gift cards requested by the City each month – not to exceed a maximum of 1,687 gift cards in any given month • Ensure that participant purchases made with gift cards exclude all purchases of tobacco and alcohol products • Ensure that gift cards are used to purchase food only by participants
Monthly Invoice Not To Exceed	$168,700.00
TOTAL NOT TO EXCEED	**$2,024,400.00**

EXHIBIT "D"

INVOICE FORM

TO BE PROVIDED ON LETTERHEAD

Contractor Name: About Foods Inc., dba Redlands Ranch Market		
Mailing Address: Redlands Ranch Market 800 E. Lugonia Ave. Redlands CA, 92374		
Invoice Number:		
Payment Request for Services Rendered		
Please provide a brief description of services performed:		
Date	Deliverable	Cost
	Total for this Invoice:	$

EXHIBIT "E"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

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

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

CONTRACTOR

By:_____ Date: _____
David Ireland, General Manager
Redlands Ranch Market

"A City That Works"

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

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of an agreement with Applied LNG Technologies, LLC for supply and delivery of renewable liquefied natural gas in an amount not-to-exceed $637,098.00 for the initial term of one year, with the option to extend by two additional one-year terms for a total amount not-to-exceed $1,911,294 (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 Applied LNG Technologies, LLC for the supply and delivery of renewable liquefied natural gas in an amount not-to-exceed $637,098.00 for the initial term of one year, with the option to extend by two additional one-year terms for a total amount not-to-exceed $1,911,294.

RECOMMENDATION:

Staff recommends City Council approve the agreement with Applied LNG Technologies, LLC.

DISCUSSION:

The City of Redlands Equipment Maintenance Division oversees the maintenance of approximately 450 vehicles and the maintenance and operations of the City's fuel station at the corporate yard. Two of the primary fuels dispensed at the fuel station are Renewable Liquefied Natural Gas (RLNG) and Compressed Natural Gas (CNG). These fuels are used by the City's fleet of natural gas vehicles in addition to being sold to external customers.

In accordance with the City's procurement guidelines, a formal Request for Bids (RFB) was advertised on January 27, 2022, for the supply and delivery of Renewable Liquified Natural Gas. The City Clerk's office received and opened two bids. Staff evaluated the bids for conformance with the scope of services and qualifications in accordance with Chapter 2.16.120 of the Redlands Municipal Code and verified the total price as shown in the table below. Applied LNG Technologies, LLC met all the bidding requirements and was deemed the apparent low bidder.

Vendor Name	Base Year Price Per RLNG Gallon	Option Yr. 1	Option Yr. 2
Clean Energy, Newport Beach, CA	.7302	.7392	.7491
Applied LNG Technologies, LLC Westlake Village, CA	.6895	.7140	.7385

ALTERNATIVES:

The City Council may elect to direct staff to reject all bids.

STRATEGIC PLAN:

Not Applicable.

SUBMITTED BY:
Chris Boatman, Assistant City Manager

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

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

PREPARED BY:
Monica Duran, Senior Administrative Assistant

Fiscal Impact

Fiscal Year: FY 2021-22
Amount: $637,098.00
Budgeted Y/N: Yes
Account No.: 607900
Discussion:

Sufficient funding for this service is included in the Equipment Maintenance Division's (607900) budget for Fiscal Year 2021-22 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.

Attachments

A. Bid Opening Report
B. Agreement with Applied LNG

CITY OF REDLANDS
OFFICE OF THE CITY CLERK
BID OPENING REPORT

The following bids were opened on the **14th Day of February 2022 at 1:30 p.m.** on behalf of the Facilities and Community Services Department for **Supply and Delivery of Renewable Liquefied Natural Gas – FCS01272022MD** . 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)	Base Year Unit Price Bid Amount
1	Applied LNG, Westlake Village CA	Yes	Acknowledged	$0.6895
2	Clean Energy, Newport Beach CA	Yes	Acknowledged	$0.7302

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: Chris Boatman
Staff: Monica Duran

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
FOR EQUIPMENT AND SUPPLIES

This agreement for the supply and delivery of renewable liquid natural gas ("Agreement") is made and entered in this 17th day of May, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Applied LNG Technologies, LLC ("Consultant"). 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 supply and deliver renewable liquid natural gas ("RLNG") and associated 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, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 The Services shall commence immediately after the Effective Date of this Agreement. Contractor shall perform and complete the Services in a prompt and diligent manner.

4.2 The initial term of this Agreement shall commence on its Effective Date and end on June 30, 2023 (the "Initial Term"). 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 six hundred thirty seven thousand ninety eight dollars ($637,098.00) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Contractor's performance for the Services shall not exceed the amount of six hundred thirty seven thousand ninety eight dollars ($637,098.00) for the first Extended Term and six hundred thirty seven thousand ninety eight dollars ($637,098.00) for the second Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of one million nine hundred eleven thousand two hundred ninety four dollars ($1,911,294.00). City shall pay Contractor on a total price per RLNG gallon (fixed price excluding commodity and tax fluctuations on a monthly basis as further described in this sentence) delivered calculated using the monthly adjusted Natural Gas Price Index based upon Southern California Border price in accordance with Exhibit "A," titled "Scope of Services," 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	Edward McKenna, CEO
City of Redlands	Applied LNG Technologies, LLC
35 Cajon Street	5716 Corsa Avenue, Suite 200

P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
(909) 798-7531

Westlake Village, CA 91362
Emckenna@appliedlng.com
818-450-3652

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 "B," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

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

C. 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.

8.9 City warrants that all RLNG purchased by City pursuant to this Agreement shall be consumed as a vehicle fuel (either as LNG or LCNG) and City shall provide Contractor with reasonable cooperation with respect to the requirements for the generation of RINs

under the EPA renewable fuels standard and LCFS Credits under the California Air Resources Board Low Carbon Fuel Standard. Contractor shall generate and retain all LCFS Credits, RINs, and any other emission reduction credits or environmental attributes or credits available (if applicable), related to the RLNG provided by Contractor to City pursuant to this Agreement except for federal and state tax credits available and allowed under Internal Revenue Code Sections 6426 and 6427 which shall be filed for and retained by City.

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

APPLIED LNG TECHNOLOGIES, LLC

By: _____
Edward McKenna, CEO

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Renewable Liquefied Gas (RLNG)

NO.		Description	Base Year	Option Year 1	Option Year 2
Commodity Rate	1	So. Cal. Gas Monthly Index: $US/MMBtu (Fixed, Average 2021)	$4.20	$4.20	$4.20
	2	Conversion From: MMBtu to **RLNG** Gal factor (fixed)	12.1	12.1	12.1
	3	**Sub-Total** – Price of **RLNG** Gallon (Line 1 / Line 2)	**$0.3471**	**$0.3471**	**$0.3471**
Vendor Bid	4	Liquefaction (fixed) Per **RLNG** Gallon	$ 0.1950	$ 0.1950	$ 0.1950
	5	Markup/Discount (fixed) Per **RLNG** Gallon	$ 0	$ 0	$ 0
	6	AB 32 Cap & Trade regulation related cost per Gallon	$ 0	$ 0	$ 0
	7	Delivery Fee Per **RLNG** Gallon	$ 0.1000	$ 0.1245	$ 0.1490
	8	Sales Tax 8.75% (applicable)	$ 0.0474	$ 0.0474	$ 0.0474
	9	Total – Price Per **RLNG** Gallon (Fixed Price Including Commodity sub-total (3) and Taxes (8))	**$ 0.6895**	**$ 0.7140**	**$ 0.7385**

The City's total price per RLNG gallon will fluctuate due to monthly commodity index price changes and applicable sales tax. Line Items 2, 4, 5, and 7 will be fixed for the entire base term of the Agreement. The City of Redlands Fleet pays the CA Excise Tax directly to the state and is exempt from Federal Excise Tax.

EXHIBIT "B"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

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

CHECK ONE

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

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

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

APPLIED LNG TECHNOLOGIES, LLC

By:_____ Date: _____

Edward McKenna, CEO

"A City That Works"

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

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Construction Contract award to Universal Construction and Engineering for the 2021 Citywide Sidewalk and ADA Ramp Replacement Phase II Project in an amount not-to-exceed $981,152.05, approval of an additional appropriation in the amount of $849,538; 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 recommendations are appropriate, the following motions are provided:

1. I move that City Council determine approval of the contract and construction of the 2021 Citywide Sidewalk and ADA Ramp Replacement Phase II 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 that City Council approve the 2021 Citywide Sidewalk and ADA Ramp Replacement Phase II Project plans and specifications, and award a Construction Contract to Universal Construction and Engineering in an amount not-to-exceed $981,152.05; and

3. I move to approve an additional appropriation of $849,538 from the General Fund Sidewalk Replacement Reserve for this project.

RECOMMENDATION:

Staff recommends City Council determine approval of this Construction Contract and construction of the 2021 Citywide Sidewalk and ADA Ramp Replacement Phase II is exempt from environmental review pursuant to Section 15301 (c) of the State guidelines implementing the California Environmental Quality Act.

Staff further recommends City Council approve the 2021 Sidewalk and ADA Ramp Replacement Phase II Project plans and specifications, and award of a Construction Contract to Universal Construction and Engineering in an amount not-to-exceed $981,152.05.

Staff further recommends City Council approve of an additional appropriation of $849,538 from the General Fund Sidewalk Replacement Reserve for this project.

DISCUSSION:

The 2021 Citywide Sidewalk and ADA Ramp Replacement Phase II Project (Project) will replace approximately 3.5 miles of lifted and broken sidewalks and thirty (30) ADA curb ramps in various locations throughout the City. Specific locations have been determined in accordance with the sidewalk repair matrix methodology, approved by the City Council on September 1, 2015, and the ADA ramp survey summary prepared by VA Consulting, Inc. in 2014. With the completion of this project, approximately 4.5 miles of sidewalk and fifty-nine (59) ADA curb ramps will be replaced.

City staff prepared plans and specifications and advertised the Project for construction in March 2022. On April 7, 2022, the City Clerk's office received and opened the following eight (8) bids for the Project:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Amount**
1. Universal Construction and Engineering, Palm Desert, CA	$981,152.05
2. Tryco General Engineering, Rimforest, CA	$984,791.00
3. Kalban, Inc., Santa Clarita, CA	$1,141,055.30
4. CT&T Concrete Paving Inc., Diamond Bar, CA	$1,278,306.50
5. Gentry General Engineering, Rancho Cucamonga, CA	$1,389,030.00
6. IE General Engineering Inc., Beaumont, CA	$1,498,287.50
7. Onyx Paving Company Inc., Anaheim, CA	$1,527,000.00
8. DM Contracting Inc., Colton, CA	$1,617,818.00

Bids were reviewed by staff and Universal Construction and Engineering was determined to be the lowest responsive and responsible bidder. Therefore, staff recommends awarding a Construction Contract to Universal Construction and Engineering in an amount not-to-exceed $981,152.05. The construction cost estimate for the Project is $1,000,000. If approved, it is anticipated that the Project will be completed within 150 calendar days from the issuance of the Notice to Proceed.

This project is 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 pedestrian safety improvements within existing right-of-way with no expansion of existing use of the roadway.

ALTERNATIVES:

City Council may reject all bids and not approve the project.

STRATEGIC PLAN:

N/A

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

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

REVIEWED BY:
Daniel J. McHugh, 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
Revenue Generating:	N
Appropriation Required Y/N:	Y
Amount:	$849,538.05

Budgeted Y/N: Y

Account No.: 101400

Discussion:

The use of Measure T revenues to fund this project was contemplated with development of the FY 21/22 Operating Budget. As such, a Sidewalk Replacement Reserve in the amount of $1,000,000 was established in the General Fund. Bidding of Phase II of the Project was delayed until actual Measure T revenues were evaluated. Phase I of the Project was successfully constructed $131,614 below the approved budget. Therefore, an additional $849,538.05 appropriation from the General Fund Sidewalk Replacement Reserve is necessary to fund the $981,152.05 Universal Construction and Engineering Construction Contract.

Attachments

A. Universal Construction Public Works Contract

B. Bid Opening Report

C. Bid Analysis

D. Location Map

Additional Appropriation Form

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 17th day of May, 2022, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Universal Construction and 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: 2021 Citywide Sidewalk and ADA Ramp Replacement Phase II Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's 2021 Citywide Sidewalk and ADA Ramp Replacement Phase II Project, Project No. 400015 (the "Work").

2. **CONTRACT SUM:** City shall pay Contractor the sum of Nine Hundred Eighty-One Thousand One Hundred Fifty Two Dollars and Five Cents ($981,152.05) 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 Fifty (150) 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
2021 Citywide Sidewalk and ADA Ramp Replacement Phase II Project
Project No. 400015

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 Universal Construction and Engineering (hereinafter designated as "Principal") have entered into an agreement dated May 17, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as 2021 Citywide Sidewalk and ADA Ramp Replacement Phase II, Project No. 400015 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 eighty-one thousand one hundred fifty-two dollars and five cents dollars ($981,152.05) 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 Universal Construction and 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 May 17, 2022, and identified as 2021 Citywide Sidewalk and ADA Ramp Replacement Phase II, Project No. 400015 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 eighty-one thousand one hundred fifty-two dollars and five cents ($981,152.05) 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 **7th day of April 2022 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **2021 Citywide Sidewalk and ADA Ramp Replacement Phase II – Project No. 400015**. 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	Universal Construction and Engineering, Palm Desert CA	Yes	Yes	N/A	$ 981,152.05
2	Tryco General Engineering, Rimforest CA	Yes	Yes	N/A	$ 984,791.00
3	Kalban Inc., Santa Clarita CA	Yes	Yes	N/A	$1,141,055.30
4	CT&T Concrete Paving Inc., Diamond Bar CA	Yes	Yes	N/A	$1,278,306.50
5	Gentry General Engineering, Rancho Cucamonga CA	Yes	Yes	N/A	$1,389.030.00
6	IE General Engineering Inc., Beaumont CA	Yes	Yes	N/A	$1,498,287.50
7	Onyx Paving Company Inc., Anaheim CA	Yes	Yes	N/A	$1,527,000.00
8	DM Contracting Inc., Colton CA	Yes	Yes	N/A	$1,617,818.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Elva Arellanes; Gerard Nepomuceno; Goutam Dobey

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 400015 — BID DATE: 7-Apr-2022
2021 Citywide Sidewalk and ADA Ramp Replacement Project, Phase II — EST. START DATE: 6-Jun-2022

Item No.	Bid Item	Quantity	Unit	Universal Construction Engineering		Tryco General Engineering		Kalban, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$18,000.00	$18,000.00	$22,500.00	$22,500.00	$30,000.00	$30,000.00
2	Traffic and Pedestrian Control	1	LS	$9,500.00	$9,500.00	$23,500.00	$23,500.00	$12,000.00	$12,000.00
3	Remove and Replace 4" Thick Sidewalk	77,820	SF	$8.96	$697,267.20	$8.50	$661,470.00	$9.60	$747,072.00
4	Remove and Replace 6" Thick Sidewalk	7,231	SF	$9.75	$70,502.25	$9.00	$65,079.00	$14.30	$103,403.30
5	Remove and Replace 6" Thick Driveway Approach	5,604	SF	$10.65	$59,682.60	$10.50	$58,842.00	$20.00	$112,080.00
6	Remove and Replace ADA Accessible Curb Ramp	30	EA	$3,990.00	$119,700.00	$4,980.00	$149,400.00	$4,500.00	$135,000.00
7	Demobilization	1	LS	$6,500.00	$6,500.00	$4,000.00	$4,000.00	$1,500.00	$1,500.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Bid Price				**$981,152.05**		**$984,791.00**		**$1,141,055.30**

License Status	Active	Active	Active
Sub's License Status	N/A	N/A	Active
Bid Bond Company	Harco National Insurance Co.	Western National Insurance Co.	Everest Reinsurance Company
Submitted Entire Bid Package	Yes	Yes	No
Submitted Sub's Qualification Statement	N/A	N/A	Yes
DIR Status	Active	Active	Active
Error in Bid	No	No	No

Low Bidders #1, #2 and #3
Sheet 1 of 3

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 400015 — BID DATE: 7-Apr-2022
2021 Citywide Sidewalk and ADA Ramp Replacement Project, Phase II — EST. START DATE: 6-Jun-2022

Item No.	Bid Item	Quantity	Unit	CT&T Concrete Paving, Inc.		Gentry General Engineering, Inc.		IE 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	$58,000.00	$58,000.00	$29,000.00	$29,000.00	$50,000.00	$50,000.00
2	Traffic and Pedestrian Control	1	LS	$50,000.00	$50,000.00	$106,000.00	$106,000.00	$65,000.00	$65,000.00
3	Remove and Replace 4" Thick Sidewalk	77,820	SF	$10.20	$793,764.00	$9.25	$719,835.00	$12.00	$933,840.00
4	Remove and Replace 6" Thick Sidewalk	7,231	SF	$10.70	$77,371.70	$13.00	$94,003.00	$12.50	$90,387.50
5	Remove and Replace 6" Thick Driveway Approach	5,604	SF	$12.70	$71,170.80	$23.00	$128,892.00	$15.00	$84,060.00
6	Remove and Replace ADA Accessible Curb Ramp	30	EA	$6,600.00	$198,000.00	$10,100.00	$303,000.00	$8,500.00	$255,000.00
7	Demobilization	1	LS	$30,000.00	$30,000.00	$8,300.00	$8,300.00	$20,000.00	$20,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
	Total Bid Price				**$1,278,306.50**		**$1,389,030.00**		**$1,498,287.50**

Low Bidders #4, #5 and #6
Sheet 2 of 3

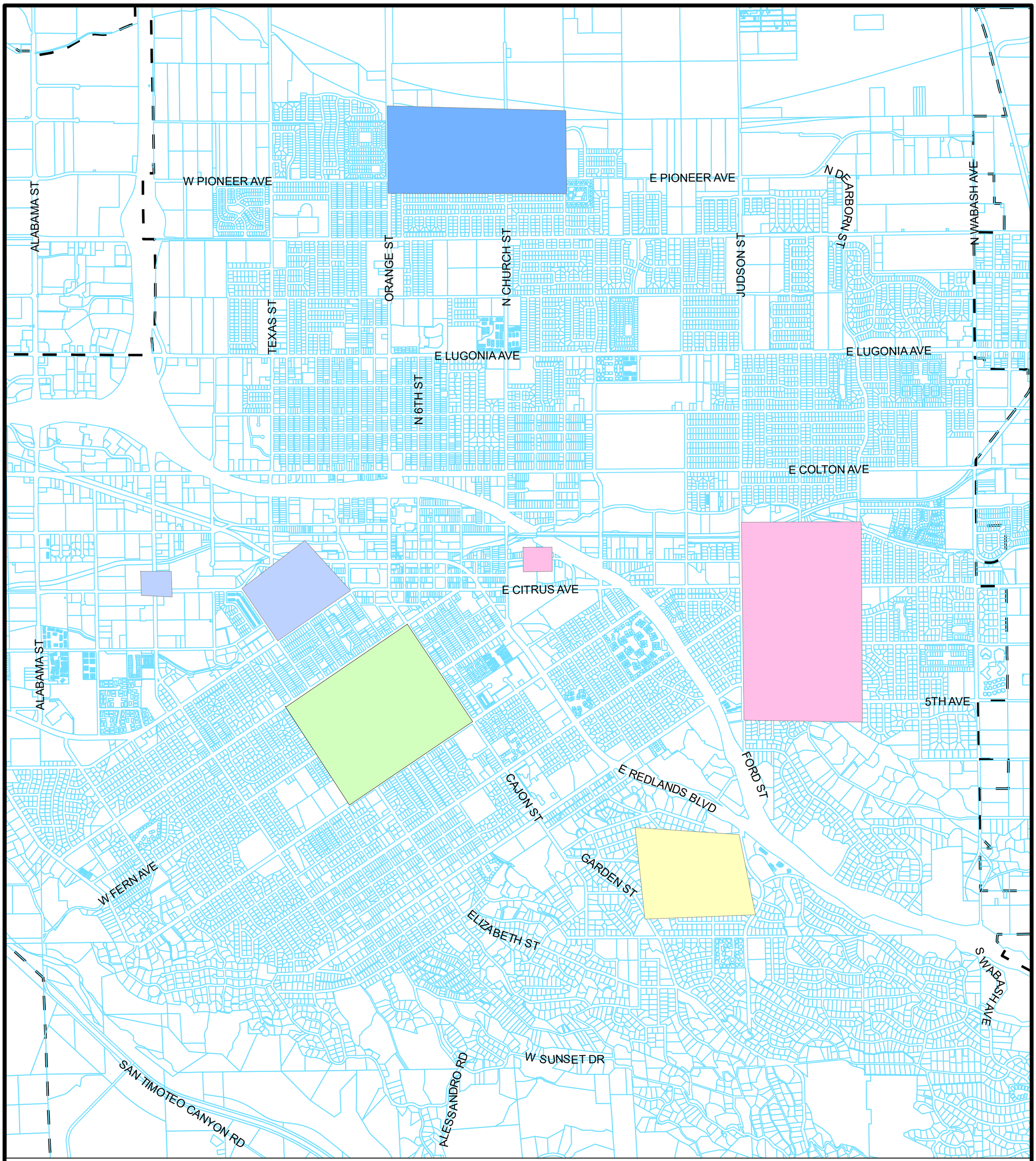
ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 400015 — BID DATE: 7-Apr-2022
2021 Citywide Sidewalk and ADA Ramp Replacement Project, Phase II — EST. START DATE: 6-Jun-2022

Item No.	Bid Item	Quantity	Unit	Onyx Paving Company, Inc.		DM Contracting Inc			
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$72,417.00	$72,417.00	$60,000.00	$60,000.00		
2	Traffic and Pedestrian Control	1	LS	$142,000.00	$142,000.00	$96,000.00	$96,000.00		
3	Remove and Replace 4" Thick Sidewalk	77,820	SF	$11.00	$856,020.00	$12.00	$933,840.00		
4	Remove and Replace 6" Thick Sidewalk	7,231	SF	$13.00	$94,003.00	$14.00	$101,234.00		
5	Remove and Replace 6" Thick Driveway Approach	5,604	SF	$15.00	$84,060.00	$36.00	$201,744.00		
6	Remove and Replace ADA Accessible Curb Ramp	30	EA	$8,050.00	$241,500.00	$5,500.00	$165,000.00		
7	Demobilization	1	LS	$37,000.00	$37,000.00	$60,000.00	$60,000.00		
	Last Minute Additions/Deductions				$0.00		$0.00		
			Total Bid Price		**$1,527,000.00**		**$1,617,818.00**		**$0.00**

Low Bidders #7 and #8
Sheet 3 of 3



2021 CITYWIDE SIDEWALK AND ADA RAMP REPLACEMENT PROJECT, PHASE II LOCATION MAP

Legend:

- Projected Area A
- Projected Area B
- Projected Area C
- Projected Area D
- Projected Area E

N
W E
S

City of REDLANDS "A CITY THAT WORKS"

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 4/7/22

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**
Citywide Sidewalk and ADA Ramp Replacement Project	101400	8403		$ 849,538.00
				$ $ 849,538.00

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
				$ 0.00
				$ $ 0.00

JUSTIFICATION: Transfer reserve for ADA/Sidewalk repairs throughout the City from Measure T spending to the construction project.

Requested By: John R Harris
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/Financing Authority Meeting **K. 6.**

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Construction Contract with Elecnor Belco Electric, Inc. for the University Street and Brockton Avenue Traffic Signal Improvements Project in an amount not-to-exceed $507,745, 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 the City Council determines that staff's recommendations are appropriate, the following motions are provided:

1. I move that the City Council determine that approval of the contract and construction of a new traffic signal at University Street and Brockton Avenue 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 University Street and Brockton Avenue Traffic Signal Project plans and specifications, and award a Construction Contract to Elecnor Belco Electric, Inc. in an amount not-to-exceed $507,745.

RECOMMENDATION:

Staff recommends City Council determine that approval of a contract and construction of a new Traffic Signal at University Street and Brockton Avenue is exempt from environmental review pursuant to Section 15301 (c) of the State guidelines implementing the California Environmental Quality Act. Staff further recommends City Council approve the University Street and Brockton Avenue Traffic Signal Improvements project plans and specifications, and award a construction contract to Elecnor Belco Electric, Inc. in an amount not-to-exceed $507,745.

DISCUSSION:

The University Street and Brockton Avenue Traffic Signal Improvements Project (Project) will improve traffic flow through this heavily congested intersection adjacent to the University of Redlands campus. This intersection is currently stop-sign controlled. The Project will replace the four-way stop signs with four (4) new mast arm traffic signal poles, signal heads, pedestrian heads, luminaries, conduit, signal cabinet/controller, signal service cabinet, video/radar detection, and striping and concrete improvements at the intersection.

KOA Corporation completed the traffic signal design and City staff advertised the project for construction in March 2022. The City Clerk received and opened the following twelve (12) bids prior to the March 29, 2022, submittal deadline:

BID OPENING REPORT SUMMARY	
Bidder	**Bid Amount**
1. Elecnor Belco Electric, Inc., Chino, CA	$507,745
2. Baker Electric Inc., Escondido, CA	$522,203
3. PTM General Engineering Services, Riverside, CA	$556,056
4. California Professional Engineering, La Puente, CA	*$579,103
5. Calpromax Engineering Inc., Placentia, CA	$592,640
6. International Line Builders, Inc., Corona, CA	$595,653
7. Ferreira Coastal Construction Co., Rancho Cucamonga, CA	$596,800
8. Alfaro Communications Construction, Inc., Compton, CA	$601,820
9. Crosstown Electrical & Data Inc., Irwindale, CA	$603,968
10. DBX, Inc., Temecula, CA	$613,683
11. KDC Inc. dba Dynaelectric L.A., Los Alamitos, CA	$644,000
12. Comet Electric, Inc., Chatsworth, CA	**$690,383

*Last minute deductions were not accounted for in the Bid Opening Report (Attached). The last minute deductions were deducted from the total bid amount and highlighted in the Bid Analysis but did not affect raking.
**Summation error on total bid price. The total bid amount was corrected and highlighted in the Bid Analysis to identify the summation error but did not affect ranking.

Elecnor Belco Electric, Inc. submitted the lowest responsive and responsible bid. Therefore, staff recommends awarding a Construction Contract to Elecnor Belco Electric, Inc. in an amount not-to-exceed $507,745. If approved, it is anticipated that the Project will be completed within 180 calendar days from issuance of a Notice to Proceed.

This project is exempt from environmental review in accordance with Section 15301 (c) of the State's guidelines implementing the California Environmental Quality Act as this project is within existing streets involving no expansion or use

beyond what is existing.

ALTERNATIVES:
City Council may reject all bids and not approve the project. However, this would not improve traffic operations on University Street and Brockton Avenue.

STRATEGIC PLAN:
N/A

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

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

REVIEWED BY:
Daniel J. McHugh, 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:	N
Budgeted Y/N:	Y
Account No.:	253400

Discussion:
There is no fiscal impact since funding for this Project is included in the FY 21/22 MUED Budget.

Attachments

A. Elelcnor Belco Public Works Contract
B. Bid Opening Report
C. Bid Analysis
D. Location Map
E. F-2381 TS Project Plans
F. Specifications

PUBLIC WORK CONSTRUCTION CONTRACT

This Public Work Construction contract ("Contract") is made and entered into this 17th day of May, 2022, by and between the City of Redlands, a municipal corporation, organized and existing under the laws of the State of California (hereinafter "City"), and Elecnor Belco Electric, Inc. (hereinafter "Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

1. **SCOPE OF WORK:** Contractor shall furnish all materials and will perform all of the work for the following: University Street and Brockton Avenue Traffic Signal Improvements Project, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's University Street and Brockton Avenue Traffic Signal Improvements, Project No. 253007 (the "Work").

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

3. **TIME FOR COMPLETION:** The Work shall be completed within One Hundred Eighty (180) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of Five Hundred Dollars ($500) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that Five Hundred Dollars ($500) per day is the estimated damage to City caused by the failure of the Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the

documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_____
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
UNIVERSITY STREET AND BROCKTON AVENUE
TRAFFIC SIGNAL IMPROVEMENTS
PROJECT NO. 253007

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

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

_____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 Elecnor Belco Electric, Inc. (hereinafter designated as "Principal") have entered into an agreement dated May 17, 2022 ("Agreement") whereby Principal agrees to install and complete certain public improvements (the "Work"), which said Agreement is identified as University Street and Brockton Avenue Traffic Signal Improvements, Project No. 253007 and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, as Surety, are held and firmly bound unto the City in the penal sum of Five Hundred Seven Thousand Seven Hundred Forty Five Dollars ($507,745.00) lawful money of the United States, for the payment of which sum we bind ourselves, and our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall defend, indemnify and save harmless the City and its elected officials, officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligations, all to be taxed as costs and included in the judgment rendered.

As a condition precedent to the satisfactory completion of the Work, the above obligation shall hold good for a period of one (1) year or longer if required by the Agreement after the acceptance of the work by the City, during which time if the Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during this period from the date of completion of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of the Principal remains.

Whenever the Principal shall be, and is declared by the City to be, in default under the Agreement, the City having performed the City obligations thereunder, the Surety shall promptly remedy the default, or shall promptly, at the City's option:

1. Complete the Work in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the Work in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Work less the balance of the Agreement price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the

amount set forth above. The term "balance of the Agreement price," as used in this paragraph, shall mean the total amount payable to the Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize the Principal in completing the Work nor shall Surety accept a bid from the Principal for completion of the Work if the City, when declaring the Principal in default, notifies Surety of the City's objection to the Principal's further participation in the completion of the Work.

No right of action shall accrue on the bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City. Any suit under this bond must be instituted within the applicable statute of limitations period.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

No final settlement between the City and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

The Principal and Surety agree that if the City is required to engage the services of any attorney in connection with the enforcement of this bond, each shall pay the City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on _____, 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 Elecnor Belco Electric, Inc. (hereinafter designated as "Principal") have entered into an agreement (the "Agreement") whereby Principal agrees to install and complete certain designated public improvements (the "Work"), which said agreement, dated May 17, 2022, and identified as University Street and Brockton Avenue Traffic Signal Improvements, Project No. 253007 is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commending the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Five Hundred Seven Thousand Seven Hundred Forty Five Dollars ($507,745.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on _____, 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 **29th day of March 2022 at 2:00 p.m.** on behalf of the Municipal Utilities and Engineering Department for **University Street and Brockton Avenue Traffic Signal Improvements Project 253007**. 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	Belco Elecnor, Chino CA	Yes	Yes	N/A	$507,745.00
2	Baker Electric Inc., Escondido CA	Yes	Yes	N/A	$522,203.00
3	PTM General Engineering Services, Riverside CA	Yes	Yes	N/A	$556,056.00
4	California Professional Engineering, La Puente CA	Yes	Yes	N/A	$579,103.00
5	Calpromax Engineering Inc., Placentia CA	Yes	Yes	N/A	$592,640.00
6	International Line Builders, Inc., Corona CA	Yes	Yes	N/A	$595,653.00
7	Ferreira Coastal Construction Co., Rancho Cucamonga CA	Yes	Yes	N/A	$596,800.00
8	Alfaro Communications Construction, Inc., Compton CA	Yes	Yes	N/A	$601,820.00
9	Crosstown Electrical, Irwindale CA	Yes	Yes	N/A	$603,968.00
10	DBX, Inc., Temecula CA	Yes	Yes	N/A	$613,683.00
11	Dynaelectric, Los Alamitos, CA	Yes	Yes	N/A	$644,000.00
12	Comet Electric, Inc., Chatsworth CA	Yes	Yes	N/A	$690,383.00

Jeanne Donaldson, City Clerk
City of Redlands, California

Emailed: Councilmembers,
City Manager, City Treasurer, PIO, Press
Department Head: John Harris
Staff: Goutam Dobey, Elva Arellanes

ATTACHMENT "C"

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 253007
University Street and Brockton Avenue Traffic Signal Improvements

BID DATE: 29-Mar-2022
EST. START DATE: 23-May-2022

Item No.	Bid Item	Quantity	Unit	Elecnor Belco Electric, Inc.		Baker Elelctric Inc.		PTM General Engineering Services, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$5,700.00	$5,700.00	$27,102.00	$27,102.00	$8,000.00	$8,000.00
2	Storm Water Best Management Practices	1	LS	$1,000.00	$1,000.00	$700.00	$700.00	$2,500.00	$2,500.00
3	Clearing, Grubbing, and Removals	1	LS	$12,517.00	$12,517.00	$15,128.00	$15,128.00	$5,000.00	$5,000.00
4	Construction Surveying and Staking	1	LS	$5,000.00	$5,000.00	$3,642.00	$3,642.00	$4,200.00	$4,200.00
5	Demobilization	1	LS	$4,000.00	$4,000.00	$13,772.00	$13,772.00	$5,000.00	$5,000.00
6	Construct Curb Ramp per SPPWC Std. Plan No. 111-5 Case A Type I Over 12" Min 95% Compacted Native, See Detail "A" and Detail "B"	2	EA	$9,673.00	$19,346.00	$9,525.00	$19,050.00	$16,800.00	$33,600.00
7a	2" Thick AC Pavement Surface Course (PG-70-C2)	2	TON	$165.00	$330.00	$162.00	$324.00	$1,200.00	$2,400.00
7b	3" Thick AC Pavement Surface Course (PG-70-B)	2	TON	$165.00	$330.00	$162.00	$324.00	$1,200.00	$2,400.00
7c	3" Crushed Aggregate Base	1	CY	$114.00	$114.00	$112.00	$112.00	$3,120.00	$3,120.00
8	Construct 4" Thick P.C.C. Sidewalk Over 12" Min. of 95% Compaction Native	420	SF	$17.10	$7,182.00	$17.00	$7,140.00	$33.00	$13,860.00
9a	Grind 1.2" Min. AC Pavement	40,000	SF	$0.75	$30,000.00	$0.73	$29,200.00	$0.60	$24,000.00
9b	Overlay 1.2" Min. AC Pavement	300	TON	$114.00	$34,200.00	$112.00	$33,600.00	$258.00	$77,400.00
10	Contractor to Coordinate with Utility Owner to Adjust Existing Utility to Grade	1	EA	$500.00	$500.00	$500.00	$500.00	$240.00	$240.00
11	Adjust Existing Utility to Grade	8	EA	$1,190.00	$9,520.00	$1,171.00	$9,368.00	$1,920.00	$15,360.00
12	Traffic Signal Installation	1	LS	$309,427.00	$309,427.00	$297,954.00	$297,954.00	$289,376.00	$289,376.00
13	Signing and Striping	1	LS	$18,579.00	$18,579.00	$14,287.00	$14,287.00	$19,600.00	$19,600.00
14	Unforseen work not covered within all other bid items	1	LS	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
			Total Bid Price		**$507,745.00**		**$522,203.00**		**$556,056.00**

License Status	Active	Active	Active
Sub's License Status	Active	Active	Active
Bid Bond Company	Fidelity and Deposit Company of Maryland	Fidelity and Deposit Company of Maryland	Great American Insurance Company
Submitted Entire Bid Package	Yes	No	No
Submitted Sub's Qualification Statement	Yes	Yes	Yes
DIR Status	Active	Active	Active
Error in Bid	No	No	No

Low Bidders #1, #2 and #3
Sheet 1 of 4

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 253007
University Street and Brockton Avenue Traffic Signal Improvements

BID DATE: 29-Mar-2022
EST. START DATE: 23-May-2022

Item No.	Bid Item	Quantity	Unit	California Professional Engineering Services		Calpromax Engineering Inc.		International Line Builders, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$12,000.00	$12,000.00	$14,000.00	$14,000.00	$30,089.00	$30,089.00
2	Storm Water Best Management Practices	1	LS	$1,000.00	$1,000.00	$1,200.00	$1,200.00	$6,825.00	$6,825.00
3	Clearing, Grubbing, and Removals	1	LS	$1,000.00	$1,000.00	$17,000.00	$17,000.00	$22,442.00	$22,442.00
4	Construction Surveying and Staking	1	LS	$3,750.00	$3,750.00	$4,200.00	$4,200.00	$4,725.00	$4,725.00
5	Demobilization	1	LS	$2,000.00	$2,000.00	$9,000.00	$9,000.00	$5,000.00	$5,000.00
6	Construct Curb Ramp per SPPWC Std. Plan No. 111-5 Case A Type I Over 12" Min 95% Compacted Native, See Detail "A" and Detail "B"	2	EA	$16,100.00	$32,200.00	$11,000.00	$22,000.00	$12,016.00	$24,032.00
7a	2" Thick AC Pavement Surface Course (PG-70-C2)	2	TON	$1,150.00	$2,300.00	$1,200.00	$2,400.00	$2,651.00	$5,302.00
7b	3" Thick AC Pavement Surface Course (PG-70-B)	2	TON	$1,150.00	$2,300.00	$1,200.00	$2,400.00	$2,651.00	$5,302.00
7c	3" Crushed Aggregate Base	1	CY	$2,990.00	$2,990.00	$240.00	$240.00	$3,019.00	$3,019.00
8	Construct 4" Thick P.C.C. Sidewalk Over 12" Min. of 95% Compaction Native	420	SF	$31.00	$13,020.00	$15.00	$6,300.00	$15.75	$6,615.00
9a	Grind 1.2" Min. AC Pavement	40,000	SF	$0.56	$22,400.00	$0.60	$24,000.00	$0.68	$27,200.00
9b	Overlay 1.2" Min. AC Pavement	300	TON	$247.00	$74,100.00	$156.00	$46,800.00	$225.75	$67,725.00
10	Contractor to Coordinate with Utility Owner to Adjust Existing Utility to Grade	1	EA	$230.00	$230.00	$2,400.00	$2,400.00	$1,748.00	$1,748.00
11	Adjust Existing Utility to Grade	8	EA	$1,840.00	$14,720.00	$1,300.00	$10,400.00	$2,048.00	$16,384.00
12	Traffic Signal Installation	1	LS	$326,316.00	$326,316.00	$365,000.00	$365,000.00	$302,102.00	$302,102.00
13	Signing and Striping	1	LS	$18,777.00	$18,777.00	$15,300.00	$15,300.00	$17,143.00	$17,143.00
14	Unforseen work not covered within all other bid items	1	LS	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
	Last Minute Additions/Deductions				-$10,000.00		$0.00		$0.00
			Total Bid Price		**$569,103.00**		**$592,640.00**		**$595,653.00**

***Last minute deductions was not accounted for**

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

PROJECT NO. 253007
University Street and Brockton Avenue Traffic Signal Improvements

BID DATE: 29-Mar-2022
EST. START DATE: 23-May-2022

Item No.	Bid Item	Quantity	Unit	Ferreira Coastal Construction Co.		Alfaro Communications Construction, Inc.		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	$10,780.00	$10,780.00	$15,600.00	$15,600.00	$25,000.00	$25,000.00
2	Storm Water Best Management Practices	1	LS	$5,790.00	$5,790.00	$1,950.00	$1,950.00	$1,500.00	$1,500.00
3	Clearing, Grubbing, and Removals	1	LS	$22,780.00	$22,780.00	$9,230.00	$9,230.00	$7,500.00	$7,500.00
4	Construction Surveying and Staking	1	LS	$10,660.00	$10,660.00	$3,000.00	$3,000.00	$3,750.00	$3,750.00
5	Demobilization	1	LS	$5,090.00	$5,090.00	$5,850.00	$5,850.00	$2,500.00	$2,500.00
6	Construct Curb Ramp per SPPWC Std. Plan No. 111-5 Case A Type I Over 12" Min 95% Compacted Native, See Detail "A" and Detail "B"	2	EA	$12,200.00	$24,400.00	$8,800.00	$17,600.00	$15,850.00	$31,700.00
7a	2" Thick AC Pavement Surface Course (PG-70-C2)	2	TON	$2,700.00	$5,400.00	$1,300.00	$2,600.00	$1,135.00	$2,270.00
7b	3" Thick AC Pavement Surface Course (PG-70-B)	2	TON	$2,700.00	$5,400.00	$1,300.00	$2,600.00	$1,135.00	$2,270.00
7c	3" Crushed Aggregate Base	1	CY	$3,070.00	$3,070.00	$870.00	$870.00	$2,950.00	$2,950.00
8	Construct 4" Thick P.C.C. Sidewalk Over 12" Min. of 95% Compaction Native	420	SF	$16.00	$6,720.00	$8.00	$3,360.00	$31.00	$13,020.00
9a	Grind 1.2" Min. AC Pavement	40,000	SF	$0.70	$28,000.00	$0.62	$24,800.00	$0.55	$22,000.00
9b	Overlay 1.2" Min. AC Pavement	300	TON	$229.00	$68,700.00	$250.00	$75,000.00	$250.00	$75,000.00
10	Contractor to Coordinate with Utility Owner to Adjust Existing Utility to Grade	1	EA	$2,590.00	$2,590.00	$1,000.00	$1,000.00	$1,150.00	$1,150.00
11	Adjust Existing Utility to Grade	8	EA	$2,080.00	$16,640.00	$1,850.00	$14,800.00	$1,835.00	$14,680.00
12	Traffic Signal Installation	1	LS	$313,380.00	$313,380.00	$354,000.00	$354,000.00	$334,653.00	$334,653.00
13	Signing and Striping	1	LS	$17,400.00	$17,400.00	$19,560.00	$19,560.00	$14,025.00	$14,025.00
14	Unforseen work not covered within all other bid items	1	LS	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
		Total Bid Price			**$596,800.00**		**$601,820.00**		**$603,968.00**

CITY OF REDLANDS
MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT
BID ANALYSIS

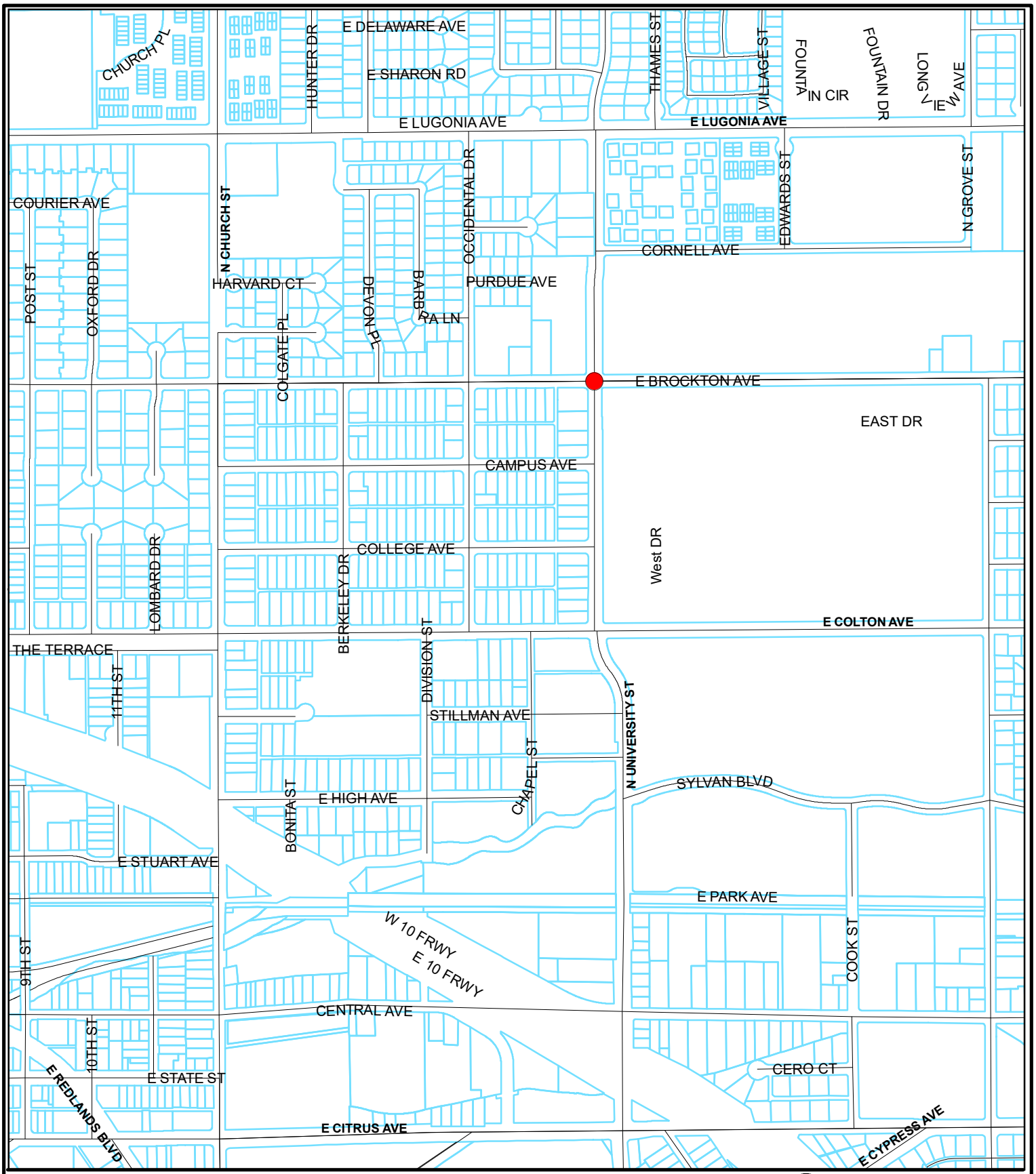
PROJECT NO. 253007
University Street and Brockton Avenue Traffic Signal Improvements

BID DATE: 29-Mar-2022
EST. START DATE: 23-May-2022

Item No.	Bid Item	Quantity	Unit	DBX, Inc.		KDC Inc. dba Dynalectric L.A.		Comet Electric, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Mobilization (Maximum 5% of total bid price)	1	LS	$7,000.00	$7,000.00	$18,000.00	$18,000.00	$32,000.00	$32,000.00
2	Storm Water Best Management Practices	1	LS	$2,800.00	$2,800.00	$2,700.00	$2,700.00	$908.00	$908.00
3	Clearing, Grubbing, and Removals	1	LS	$10,500.00	$10,500.00	$25,000.00	$25,000.00	$29,867.00	$29,867.00
4	Construction Surveying and Staking	1	LS	$9,800.00	$9,800.00	$3,600.00	$3,600.00	$1,997.00	$1,997.00
5	Demobilization	1	LS	$500.00	$500.00	$2,200.00	$2,200.00	$14,905.00	$14,905.00
6	Construct Curb Ramp per SPPWC Std. Plan No. 111-5 Case A Type I Over 12" Min 95% Compacted Native, See Detail "A" and Detail "B"	2	EA	$8,800.00	$17,600.00	$15,500.00	$31,000.00	$14,012.00	$28,024.00
7a	2" Thick AC Pavement Surface Course (PG-70-C2)	2	TON	$1,300.00	$2,600.00	$1,107.50	$2,215.00	$3,055.00	$6,110.00
7b	3" Thick AC Pavement Surface Course (PG-70-B)	2	TON	$3,000.00	$6,000.00	$1,107.50	$2,215.00	$3,055.00	$6,110.00
7c	3" Crushed Aggregate Base	1	CY	$1,600.00	$1,600.00	$2,900.00	$2,900.00	$3,479.00	$3,479.00
8	Construct 4" Thick P.C.C. Sidewalk Over 12" Min. of 95% Compaction Native	420	SF	$9.00	$3,780.00	$29.90	$12,558.00	$18.50	$7,770.00
9a	Grind 1.2" Min. AC Pavement	40,000	SF	$1.30	$52,000.00	$0.54	$21,600.00	$0.80	$32,000.00
9b	Overlay 1.2" Min. AC Pavement	300	TON	$265.00	$79,500.00	$238.17	$71,451.00	$263.00	$78,900.00
10	Contractor to Coordinate with Utility Owner to Adjust Existing Utility to Grade	1	EA	$2,100.00	$2,100.00	$2,300.00	$2,300.00	$177.00	$177.00
11	Adjust Existing Utility to Grade	8	EA	$1,600.00	$12,800.00	$1,750.00	$14,000.00	$2,410.00	$19,280.00
12	Traffic Signal Installation	1	LS	$338,603.00	$338,603.00	$364,261.00	$364,261.00	$357,985.00	$357,985.00
13	Signing and Striping	1	LS	$16,500.00	$16,500.00	$18,000.00	$18,000.00	$19,989.00	$19,989.00
14	Unforseen work not covered within all other bid items	1	LS	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
	Last Minute Additions/Deductions				$0.00		$0.00		$0.00
			Total Bid Price		**$613,683.00**		**$644,000.00**		**$689,501.00**

***Summation error in Total Bid Price stated**

Low Bidders #10, #11 and #12
Sheet 4 of 4



UNIVERSITY STREET AND BROCKTON AVENUE TRAFFIC SIGNAL IMPROVEMENTS PROJECT LOCATION MAP

Traffic Signal Location

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City of REDLANDS "A City That Works"

CONSTRUCTION PLANS FOR
CITY OF REDLANDS
UNIVERSITY STREET AND BROCKTON AVENUE
TRAFFIC SIGNAL PROJECT
CITY PROJECT No. 253007

SIGNING AND STRIPING GENERAL NOTES

1. PROCEDURES FOR PAINTING OF STRIPING AND PAVEMENT MARKINGS AND INSTALLATION OF PAVEMENT MARKERS SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND THE FOLLOWING PROVISIONS:

A. ALL PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE TRAFFIC MANUAL, PUBLISHED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION.

B. ALL CONFLICTING TRAFFIC STRIPING AND PAVEMENT MARKINGS SHALL BE REMOVED.

C. ALL CONTROL POINTS AND SPOTTING REMOVED DURING REMOVAL PROCESS SHALL BE REPLACED PRIOR TO INSTALLATION OF STRIPING AND MARKINGS.

D. ALL CONTROL POINTS AND SPOTTING SHALL BE INSPECTED AND APPROVED BY THE CITY STAFF PRIOR TO INSTALLATION OF NEW OR REPLACEMENT STRIPING AND MARKINGS.

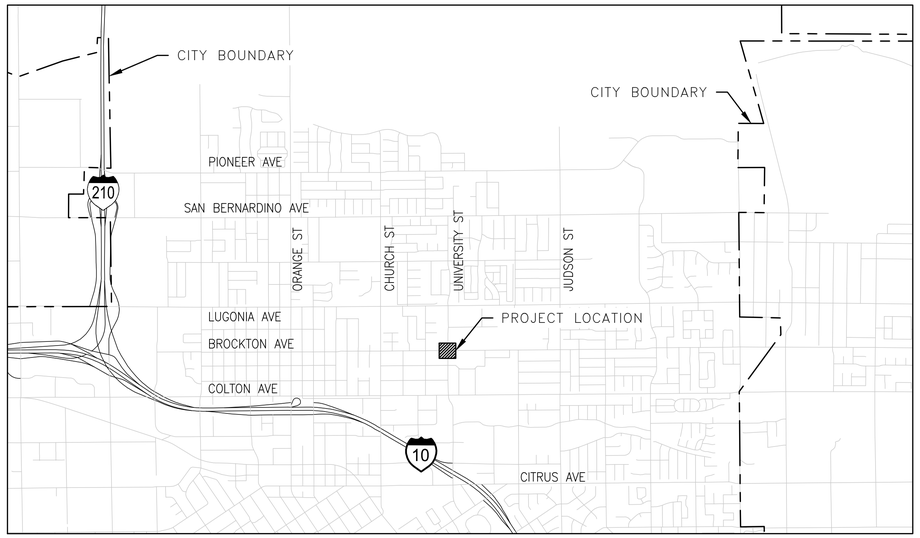
E. UNDER NO CONDITIONS SHALL A ROADWAY BE LEFT OVER NIGHT, WEEKENDS OR HOLIDAYS WITHOUT APPROPRIATE STRIPING AND MARKINGS TO THE SATISFACTION OF THE CITY STAFF.

F. ALL TRAFFIC STRIPING AND PAVEMENT MARKINGS SHALL BE INSTALLED WITH ALL APPROPRIATE PERMITS AND TRAFFIC CONTROL MEASURES, IN ACCORDANCE WITH THE CAMUTCD.

G. TEMPORARY OR CONSTRUCTION STRIPING AND MARKINGS SHALL BE IN ACCORDANCE WITH THE CAMUTCD AND AS DIRECTED BY THE CITY STAFF.

TRAFFIC SIGNAL GENERAL NOTES

1. ALL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE THE STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA, LATEST EDITION, AND THE CALIFORNIA MANUAL OF TRAFFIC CONTROL DEVICES, THE CURRENT CITY OF REDLANDS STANDARD SPECIFICATIONS AND DETAILS, UNLESS SPECIFIED ON THE PLANS.
2. THE EXACT LOCATION OF SIGNAL STANDARDS SHALL BE DETERMINED IN THE FIELD BY THE CITY STAFF.
3. ALL SIGNAL HEAD SHALL BE PROVIDED WITH METAL BACKPLATES. SIGNAL HEADS SHALL NOT BE PLASTIC. ALL SIGNAL INDICATIONS SHALL BE 12" L.E.D.'S PER THE PROJECT SPECIFICATIONS.
4. ALL PULLBOXES SHALL BE No. 6 SINGLE DEPTH UNLESS OTHERWISE SHOWN AND SHALL BE SET ON 6" OF 3/4" GRAVEL. ALL PULLBOX BOTTOMS SHALL BE SEALED WITH 2" MORTAR WITH A 1" WEEP HOLE. ALL CONDUITS INSTALLED IN ANY PULL BOXES SHALL BE CUT OFF 3" ABOVE THE BOTTOM. MAXIMUM PULLBOX SPACING SHALL BE 200'
5. ALL CONDUIT SHALL BE SCHEDULE 80 P.V.C. AND SHALL HAVE A MINIMUM OF 24" COVER IN ALL TRAFFIC LOADED AREAS. THERE SHALL BE A 24" RADIUS ON ALL CONDUIT BENDS.
6. CONDUIT BETWEEN PULL BOX AND SIGNAL STANDARD SHALL BE 2–1/2" PVC FOR TYPE 1–A AND 3" PVC FOR ALL MAST ARM POLES.
7. THE SOUTHERN CALIFORNIA EDISON COMPANY SHALL PROVIDE SERVICE FOR THE SIGNAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FEED AS SHOWN ON THIS PLAN.
8. CONTRACTOR TO COORDINATE WITH SOUTHERN CALIFORNIA EDISON (SCE) AND OTHER UTILITY COMPANIES.
9. LUMINAIRE CONDUCTORS SHALL BE RUN THROUGH THE CONTROLLER. THEY SHALL RUN DIRECTLY FROM THE FEED AS SHOWN ON THIS PLAN.
10. THE CONTRACTOR SHALL INSTALL A TYPE IV PEC TO OPERATE THE LUMINAIRES ON EACH STANDARD.
11. SAFETY LUMINAIRES SHALL HAVE #8 COPPER WIRE (ONE BLACK, ONE WHITE) AND #10 COPPER WIRE GOING UP IN THE POLE (ONE BLACK, ONE WHITE).
12. SEE STRIPING PLAN FOR SIGNING AND STRIPING INSTALLATION.



VICINITY MAP
N.T.S.

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INDEX OF SHEETS:

SHEET 1 –TITLE SHEET & VICINITY MAP
SHEET 2–3 –STREET IMPROVEMENT PLAN
SHEET 4 –SIGNING AND STRIPING PLAN
SHEET 5 –TRAFFIC SIGNAL PLAN

CITY COUNCIL:

PAUL BARICH, MAYOR
EDDIE TEJEDA, MAYOR PRO TEM
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

STREET IMPROVEMENT GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK),"LATEST EDITION (INCLUDING THE LATEST SUPPLEMENTAL AMENDMENTS THERETO), THE "STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION,"LATEST EDITION (INCLUDING THE LATEST SUPPLEMENTAL AMENDMENTS THERETO), AND THESE CITY OF REDLANDS STANDARD SPECIFICATIONS. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT (MUED) DIRECTOR OR APPOINTED REPRESENTATIVE.
2. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THIS PLAN. THE UTILITIES ARE PLOTTED FROM RECORD AND FIELD DATA. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES WHETHER SHOWN OR NOT SHOWN ON THE PLANS. THE CONTRACTOR IS TO NOTIFY ALL UTILITY COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF UNDERGROUND LINES.
3. STREETS MAY BE REQUIRED TO HAVE A MILL AND OVERLAY APPLIED AT THE OPTION OF THE MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT (MUED) DIRECTOR OR APPOINTED REPRESENTATIVE. TYPE OF MILL AND OVERLAY IS TO BE DETERMINED BY THE MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT (MUED) DIRECTOR OR APPOINTED REPRESENTATIVE.
4. EXISTING STRIPING SHALL BE REMOVED AND REPLACED AS NECESSARY. NEW STRIPING AND PAVEMENT MARKINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE STRIPING PLAN APPROVED BY THE MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT (MUED) DIRECTOR OR APPOINTED REPRESENTATIVE.
5. CURB INSTALLATIONS AT LESS THAN 0.50% GRADE SHALL HAVE CONSTRUCTION STAKES SET AT 12.5 FOOT (3.8 M) MAXIMUM INTERVALS AND ALL CURB FORMS SHALL BE CHECKED FOR GRADE COMPLIANCE PRIOR TO CONCRETE POUR. MAXIMUM DEVIATION FROM DESIGN PROFILE GRADE AT ANY LOCATION SHALL BE 0.0 I FOOT (3 MM).
6. 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 811, TWO WORKING DAYS BEFORE YOU DIG.
7. SOILS REPORT WITH LABORATORY TESTS OF THE "R" VALUE AND SOILS ENGINEER'S STREET STRUCTURAL SECTION RECOMMENDATION SHALL BE REVIEWED AND APPROVED BY THE CITY PRIOR TO ISSUANCE OF THE ENCROACHMENT PERMIT.
8. ASPHALT CONCRETE PAVEMENT SECTIONS ON NEW STREETS GREATER THAN 3 INCHES (75 MM) THICK SHALL BE PLACED IN A MINIMUM OF TWO LIFTS WITH THE LAST LIFT BEING DELAYED UNTIL 95% OF ALL CONSTRUCTION HAS BEEN COMPLETED.
9. THE FINAL PAVEMENT OR SURFACE LAYER OF ASPHALTIC CONCRETE ROADWAY PAVEMENT SHALL NOT BE PLACED UNTIL ALL UTILITIES AND UTILITY LATERALS WITHIN THE ROADWAY HAVE BEEN INSTALLED, COMPACTED, TESTED AND ACCEPTED BY THE CITY, ALL ON–SITE IMPROVEMENTS INCLUDING ALL GRADING HAVE BEEN COMPLETED AND ALL UNACCEPTABLE PARKWAY AND ROADWAY IMPROVEMENTS ARE REMOVED AND REPLACED TO THE SATISFACTION OF THE CITY.
10. 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.

DIGALERT
DIAL / LOG-ON BEFORE YOU DIG
2 WORKING DAYS BEFORE YOU DIG
www.digalert.org
DIAL: 811
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

City of REDLANDS "A CITY THAT WORKS"

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

BENCHMARK

CITY OF REDLANDS BM R-35. BRASS DISK IN TOP OF CURB @ SOUTH SIDE LUGONIA AVENUE. +/- ½ MILE EAST OF CHURCH STREET. +/- 6' EAST OF PP#4072228E. ELEV.= 1,453.491' (NVD1929)

THIS PROJECT IS BASED UPON CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 5 (NAD83).

Letter	Description	Date	Initial	Initial	Initial

Revisions

Plan Prepared By: CHARLES F. STEPHAN, JR, NO. C50481 (EXP. 06/30/2023)

03/10/22
Date

KOA
PLANNING | ENGINEERING | CONSTRUCTION MANAGEMENT
3190 C. Shelby Street
Ontario, California 91764
Tel. (909) 890-9693 Fax: (909) 890-9694

REGISTERED PROFESSIONAL ENGINEER
CHARLES F. STEPHAN, JR
No. C50481
Exp. 06/30/23
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

UNIVERSITY STREET AND BROCKTON AVENUE TRAFFIC SIGNAL PROJECT
PROJECT NO.253007
TITLE SHEET

Designed by: KAE
Date: 11/23/21
Checked by: AO
Date: 11/23/21
Drawn by: WG
Date: 11/23/21
Checked by: –
Date: –

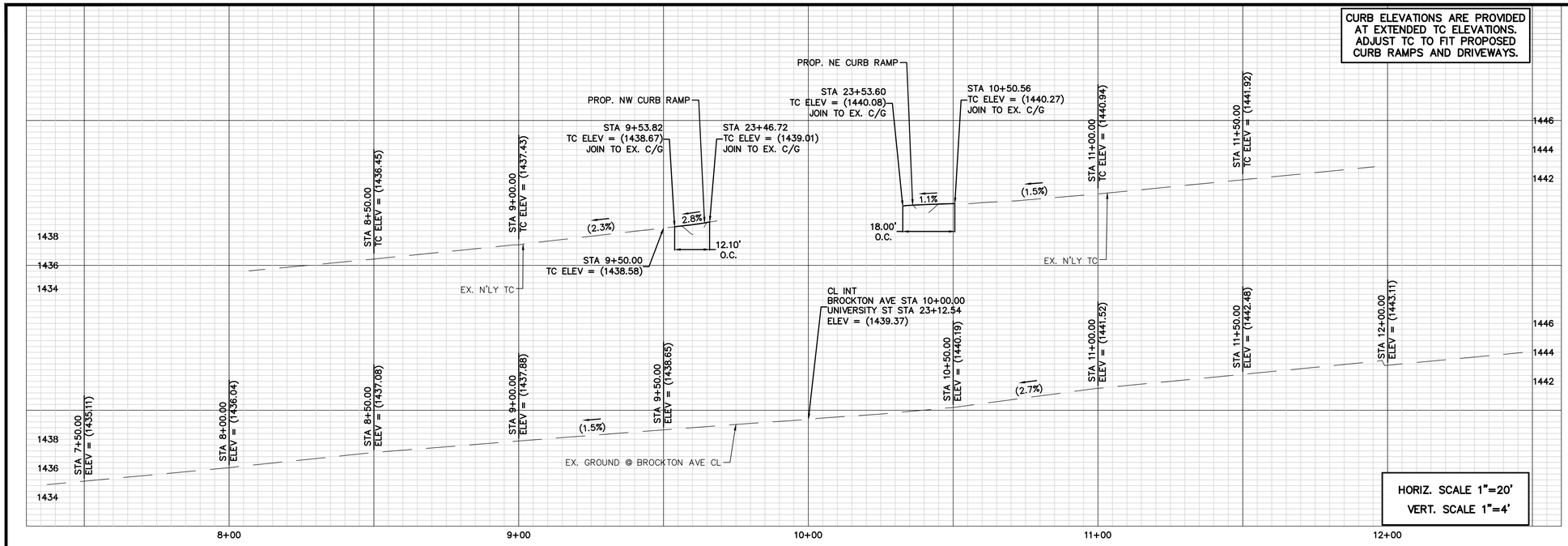
Reviewed By: 03/10/22
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

Approved By: 03/10/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date

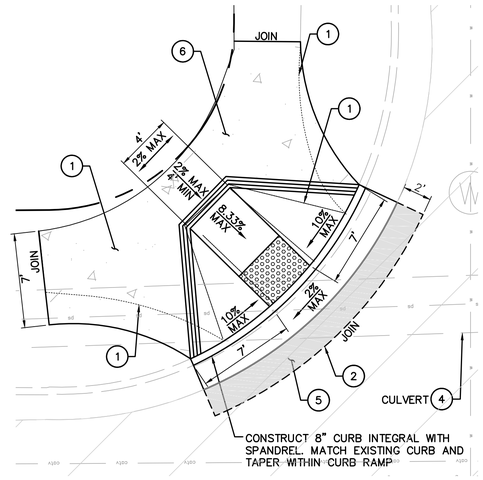
Sheet 1 of 5 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

2381 - TS

CURB ELEVATIONS ARE PROVIDED AT EXTENDED TC ELEVATIONS. ADJUST TC TO FIT PROPOSED CURB RAMPS AND DRIVEWAYS.

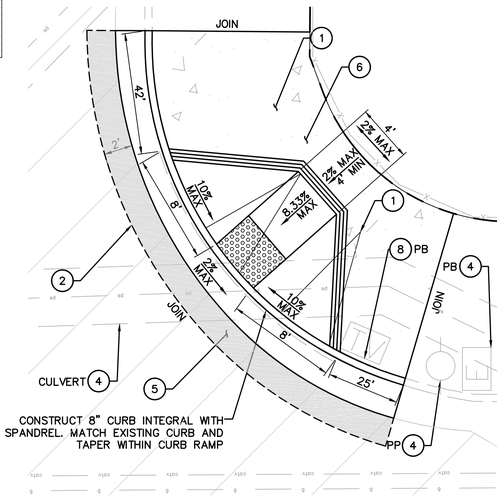


HORIZ. SCALE 1"=20'
VERT. SCALE 1"=4'



DETAIL "A" SPPWC 111-5 CASE A TYPE 1 CURB RAMP

1"=5'

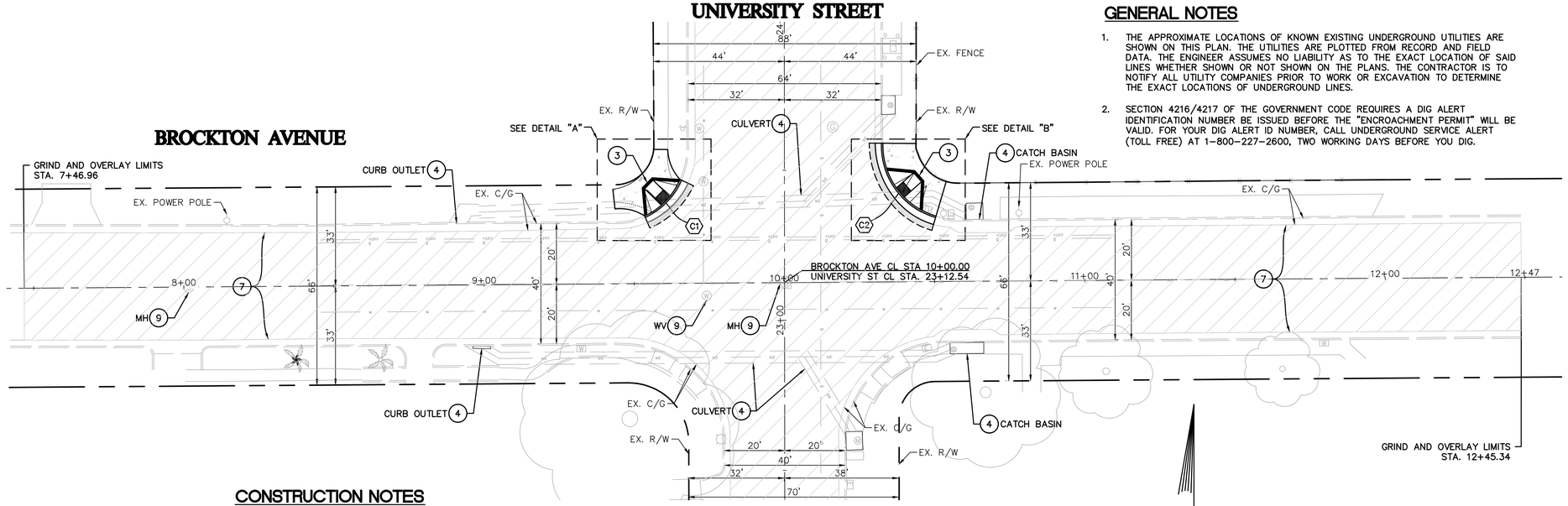


DETAIL "B" SPPWC 111-5 CASE A TYPE 1 CURB RAMP

1"=5'

UNIVERSITY STREET

BROCKTON AVENUE



GENERAL NOTES

1. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THIS PLAN. THE UTILITIES ARE PLOTTED FROM RECORD AND FIELD DATA. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES WHETHER SHOWN OR NOT SHOWN ON THE PLANS. THE CONTRACTOR IS TO NOTIFY ALL UTILITY COMPANIES PRIOR TO WORK OR EXCAVATION TO DETERMINE THE EXACT LOCATIONS OF UNDERGROUND LINES.

2. 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.

CONSTRUCTION NOTES

1. REMOVE EXISTING CONCRETE CURB, GUTTER, CONCRETE, AND AC PAVEMENT.
2. REMOVAL LIMIT. SAWCUT CONCRETE, ASPHALT, AND OTHER HARDSCAPE SURFACE AND REMOVE TO THE LIMITS SHOWN ON THIS PLAN. ALL REMOVALS SHALL BE DISPOSED OF BY THE CONTRACTOR, WILL BE PAID UNDER PART OF RAMP, SPANDREL, ETC.
3. CONSTRUCT CURB RAMP PER SPPWC STD. PLAN NO. 111-5 CASE A TYPE 1 OVER 12" MIN OF 95% COMPACTED NATIVE, SEE DETAIL "A" AND DETAIL "B".
4. PROTECT IN PLACE
5. CONSTRUCT 2" THICK AC PAVEMENT SURFACE COURSE (PG-70-C2) OVER 3" THICK AC PAVEMENT BASE COURSE (PG-70-B) OVER 3" CRUSHED AGGREGATE BASE (CAB).
6. CONSTRUCT 4" THICK P.C.C. SIDEWALK OVER 12" MIN OF 95% COMPACTED NATIVE.
7. GRIND AND OVERLAY EXISTING PAVEMENT WITH 1.2" MIN A.C. MATCH TO EXISTING ELEVATION.
8. CONTRACTOR TO COORDINATE WITH UTILITY OWNER TO ADJUST EXISTING UTILITY TO GRADE.
9. ADJUST EXISTING UTILITY TO GRADE.

CURVE TABLE				
CURVE #	RADIUS	LENGTH	DELTA	TANGENT
C1	24.82'	17.65'	40°45'32.65"	9.22'
C2	24.98'	32.99'	75°39'26.80"	19.40'

LEGEND:

- CONSTRUCT P.C.C. SIDEWALK
- CONSTRUCT A.C PAVEMENT
- 1.2" GRIND AND OVERLAY

North

0 20 40

SCALE 1"=20'

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BENCHMARK

CITY OF REDLANDS BM R-35. BRASS DISK IN TOP OF CURB @ SOUTH SIDE LUGONIA AVENUE, +/- ½ MILE EAST OF CHURCH STREET. +/- 6' EAST OF PP#4072228E. ELEV.= 1,453.491' (NVD1929)

THIS PROJECT IS BASED UPON CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 5 (NAD83).

Letter	Description	Date	Initial	Initial	Initial
	Revisions				

Plan Prepared By: CHARLES F. STEPHAN, JR, NO. C50481 (EXP. 06/30/2023)

03/10/22
Date

KOA
PLANNING | ENGINEERING | CONSTRUCTION MANAGEMENT
3190 C. Shelby Street
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Tel: (909) 890-9693 Fax: (909) 890-9694

REGISTERED PROFESSIONAL ENGINEER
CHARLES F. STEPHAN, JR
No. C50481
Exp. 06/30/23
CIVIL
STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

UNIVERSITY STREET AND BROCKTON AVENUE TRAFFIC SIGNAL PROJECT PROJECT NO.253007

STREET IMPROVEMENT PLAN

Designed by: KAE
Date: 11/23/21
Checked by: AO
Date: 11/23/21
Drawn by: WG
Date: 11/23/21
Checked by: –
Date: –

Reviewed By: 03/10/22
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date

Approved By: 03/10/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date

Sheet 2 of 5 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

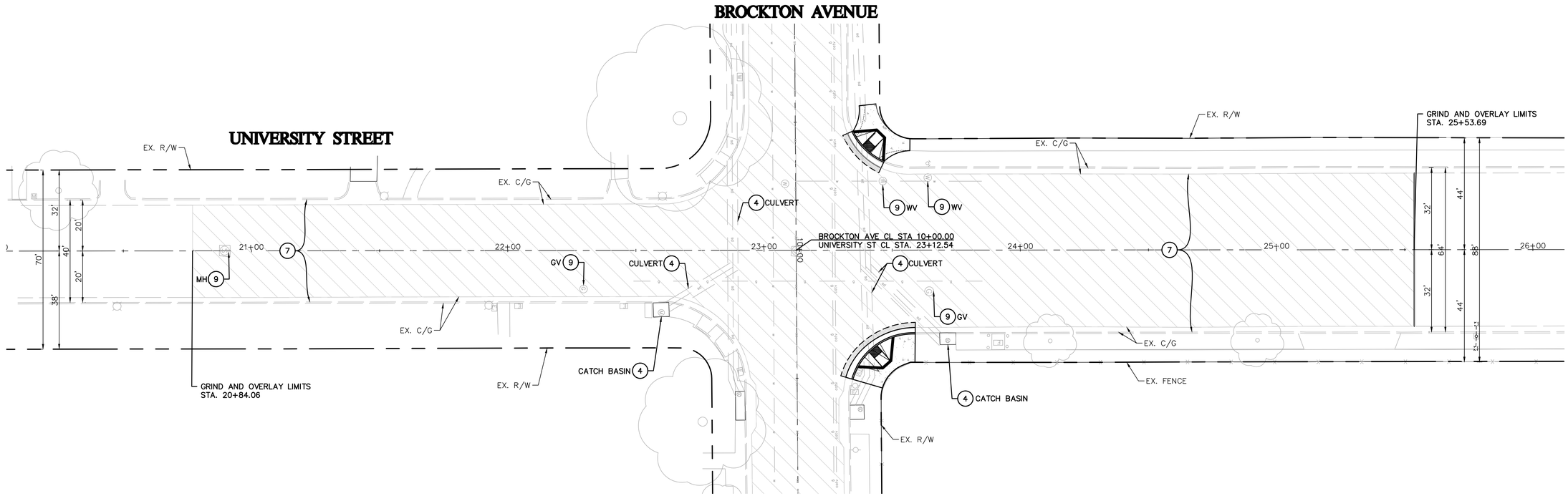
2381 - TS

CONSTRUCTION NOTES

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LEGEND:

- CONSTRUCT P.C.C. SIDEWALK
- CONSTRUCT A.C PAVEMENT
- 1.2" GRIND AND OVERLAY

North

0 20 40

SCALE 1"=20'

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

Plan Prepared By: CHARLES F. STEPHAN, JR, NO. C50481 (EXP. 06/30/2023)

03/10/22
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BENCHMARK

CITY OF REDLANDS BM R-35. BRASS DISK IN TOP OF CURB @ SOUTH SIDE LUGONIA AVENUE, +/- ½ MILE EAST OF CHURCH STREET. +/- 6' EAST OF PP#4072228E. ELEV.= 1,453.491' (NVD1929)

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CITY OF REDLANDS
Municipal Utilities and Engineering Department

UNIVERSITY STREET AND BROCKTON AVENUE TRAFFIC SIGNAL PROJECT
PROJECT NO.253007
STREET IMPROVEMENT PLAN

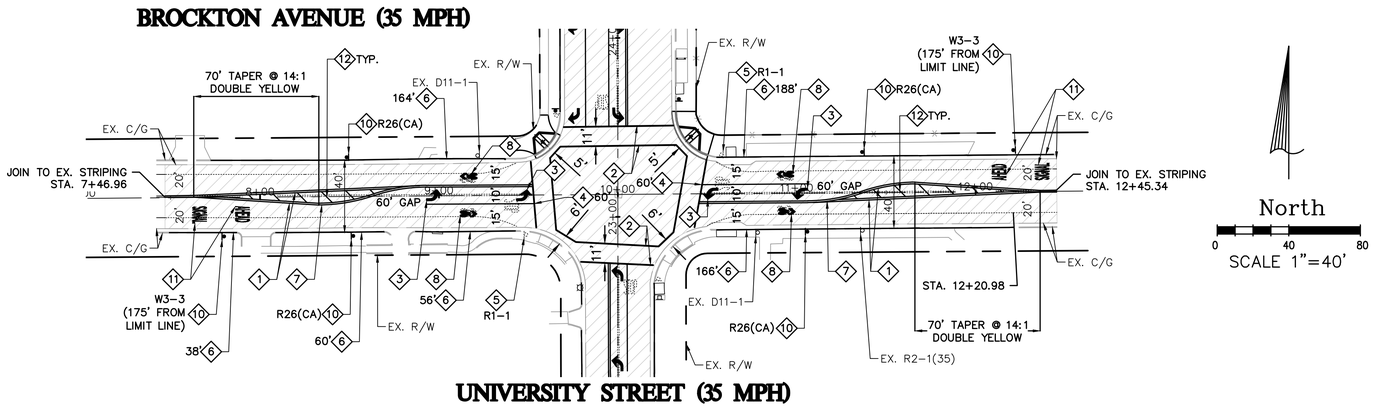
Designed by: KAE
Date: 11/23/21
Checked by: AO
Date: 11/23/21
Drawn by: WG
Date: 11/23/21
Checked by: –
Date: –

Reviewed By: 03/10/22
Gautam K. Dobey, Engineering Manager, R.C.E. 75646 Date

Approved By: 03/10/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date

Sheet 3 of 5 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

2381 - TS



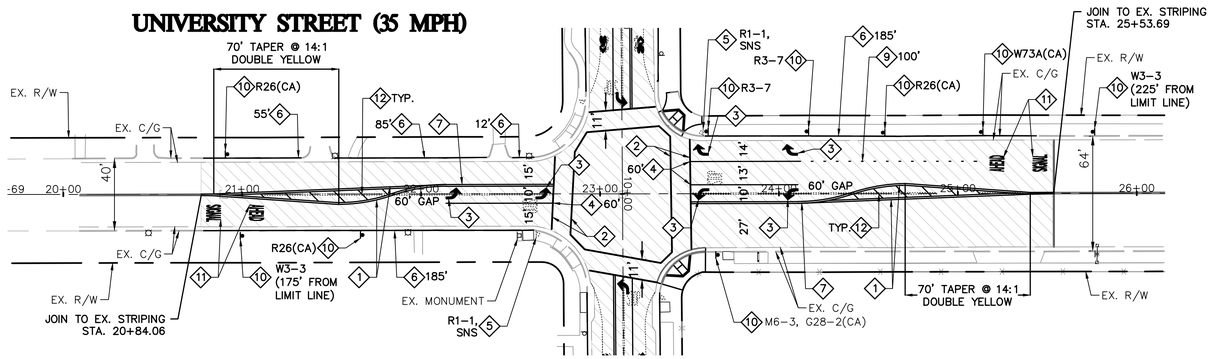
North

0 40 80

SCALE 1"=40'

SIGNING & STRIPING CONSTRUCTION NOTES

1. APPLY 6" YELLOW MEDIAN ISLAND PER CALTRANS STD. PLAN A20B, DETAIL 28.
2. APPLY 12" WHITE SOLID CROSSWALK PER CALTRANS STD. PLAN A24F.
3. APPLY WHITE TYPE IV ARROW PER CALTRANS STANDARD PLAN A24A.
4. APPLY 8" WHITE CHANNELIZING LINE PER CALTRANS STANDARD PLAN A20D, DETAIL 38.
5. REMOVE EXISTING SIGN AND POST.
6. PAINT RED CURB.
7. APPLY 6" DOUBLE YELLOW CENTERLINE PER CALTRANS STANDARD PLAN A20A, DETAIL 22.
8. APPLY WHITE SHARED ROADWAY BICYCLE PAVEMENT MARKING PER CALTRANS STANDARD PLAN A24C.
9. APPLY 8" DASHED WHITE LANE DROP AT INTERSECTION PER CALTRANS STANDARD PLAN A24F.
10. FURNISH AND INSTALL ROADSIDE SIGN AND POST.
11. APPLY WHITE "SIGNAL", "AHEAD" PAVEMENT MARKING PER CALTRANS STANDARD NO. A24D.
12. APPLY 4" YELLOW DIAGONAL STRIPES 10' C-C.



North

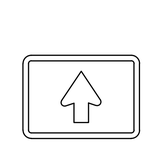
0 40 80

SCALE 1"=40'

SIGN LEGEND



R3-7



W3-3



W73A(CA)



G28-2

M6-3



R26(CA)

LEGEND

REMOVE	EXISTING	PROPOSED	
			PAVEMENT ARROW
			ROADSIDE SIGN
			TRAFFIC STRIPE OR MARKING
			1.2" GRIND AND OVERLAY 40,000 SF GRIND A.C. 300 TON OVERLAY A.C.

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Plan Prepared By: CHARLES F. STEPHAN, JR, NO. C50481 (EXP. 06/30/2023)

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CITY OF REDLANDS
Municipal Utilities and Engineering Department

UNIVERSITY STREET AND BROCKTON AVENUE TRAFFIC SIGNAL PROJECT PROJECT NO.253007

SIGNING AND STRIPING PLAN

Designed by: KAE
Date: 11/23/21
Checked by: AO
Date: 11/23/21
Drawn by: WG
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Reviewed By: 03/10/22
Gautam K. Dobey, Engineering Manager, R.C.E. 75646 Date

Approved By: 03/10/22
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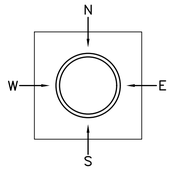
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2381 - TS

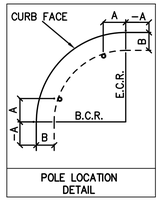
CONDUCTOR SCHEDULE

AWG	POLE	RUNS 1	2	3	4	5	6	7	8	9
12c CABLE	A	–	–	–	–	–	–	–	1	1
	B	–	–	–	–	–	–	–	1	1
	C	–	–	–	–	–	–	1	1	1
	D	–	–	–	–	1	1	1	1	1
	E	–	–	1	1	1	1	1	1	1
3c CABLE	F	–	1	1	1	–	–	1	1	1
	G	–	–	1	–	1	–	–	1	–
	H	1	1	1	1	–	–	1	1	–
	I	–	1	1	1	1	–	–	–	–
	J	–	–	–	–	–	1	1	1	1
	K	–	–	–	–	–	–	1	–	1
	L	–	–	–	–	–	–	–	1	1
	TOTAL	1 1	2 2	3 3	4 4	1 1	2 2	5 5	8 8	8 8
VIDEO	CAT6	–	1	1	2	1	1	2	4	4
#10	LUMINAIRES	–	2	2	2	2	2	2	4	–
EVPE		–	1	1	2	1	1	2	4	4
CONDUIT SIZE		2"	3"	4"	4"	2"	3"	2–4"	2–4"	2–4"
PERCENT FILL RATIO (%)		18%	20%	16%	23%	25%	20%	14%	22%	22%

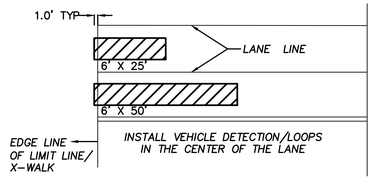
ALL CONDUCTORS AND CABLES SHALL BE NEW



QUADRANT
PUSH BUTTON LOCATION (TOP VIEW)



POLE LOCATION DETAIL



VIDEO DETECTION PLACEMENT DETAIL

SIGN LEGEND:

R73-3

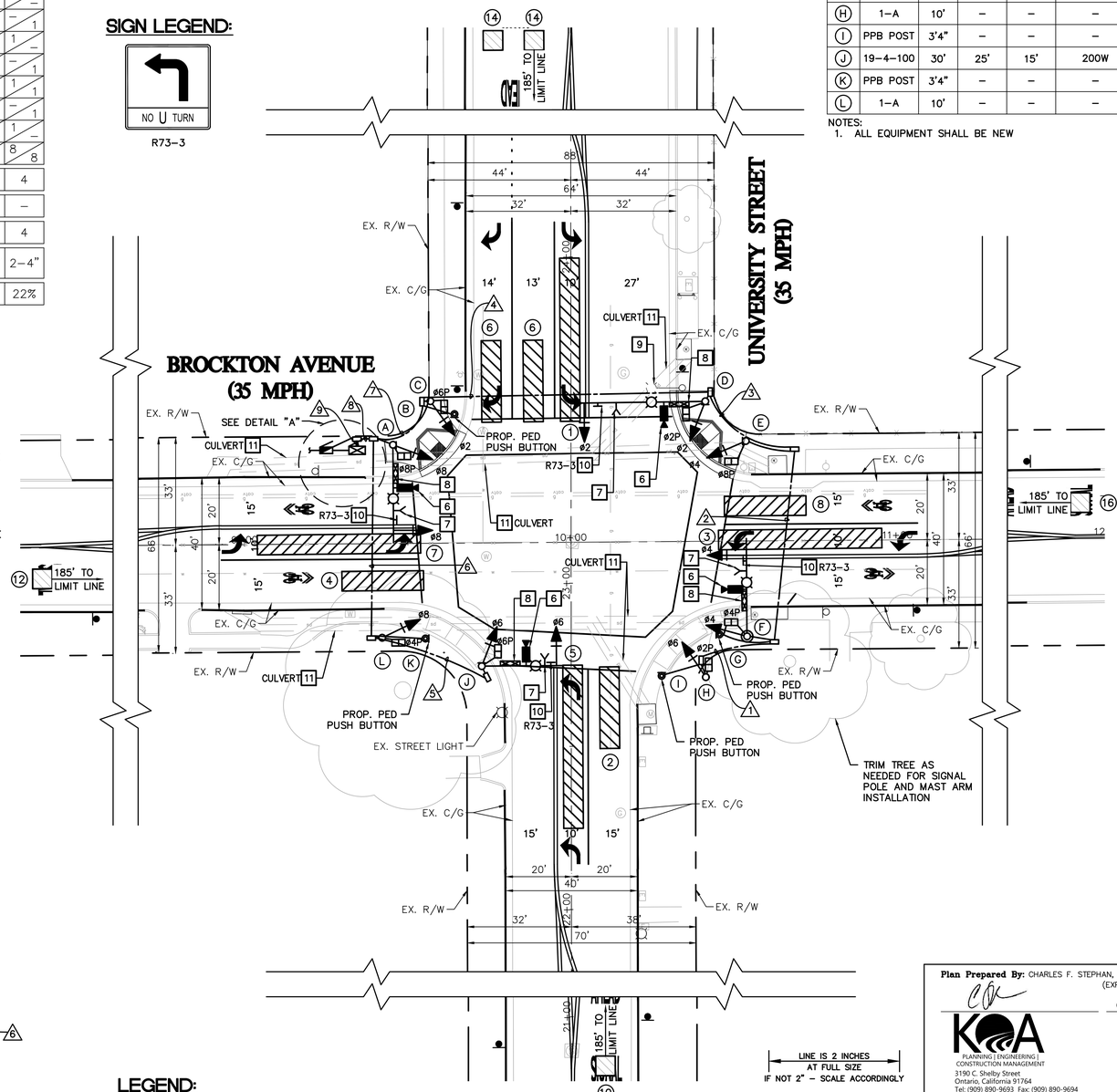
POLE SCHEDULE

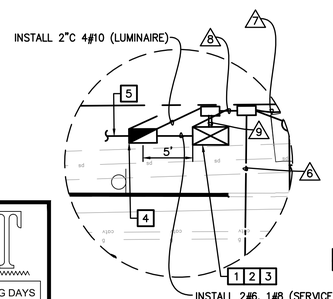
POLE No.	SIGNAL STANDARD TYPE	HEIGHT	SIGNAL M. A.	LUM M. A.	LUMINAIRE LED	SIGNAL MOUNTING POLE VEHICLE	MAST ARM VEHICLE	POLE PEDESTRIAN	PLACEMENT DIMENSIONS "A"	"B"	PED PUSH BUTTONS Ø	QUAD	ARROW	R.S.N.S.	REMARKS
A	19–4–100	30'	30'	15'	200W	SV–1–T	MAS	SP–1–T	1.2'	10.0'	6	E	←	University St.	PER CITY STD.
B	PPB POST	3'4"	–	–	–	–	–	–	6.9'	3.0'	8	S	→		
C	1–A	10'	–	–	–	TV–1–T	–	SP–1–T	2.9'	11.0'	–	–	–		
D	26–4–100	30'	40'	15'	200W	SV–1–T	MAS	SP–1–T	3'	8.7'	8	S	←	Brockton Ave.	PER CITY STD.
E	1–A	10'	–	–	–	TV–1–T	–	SP–1–T	1.7'	9.9'	2	W	→		
F	19–4–100	30'	30'	15'	200W	SV–1–T	MAS	SP–1–T	1.2'	9.3'	–	–	–	University St.	PER CITY STD.
G	PPB POST	3'4"	–	–	–	–	–	–	9.7'	7.5'	2	W	←		
H	1–A	10'	–	–	–	TV–1–T	–	SP–1–T	8.3'	18.5'	–	–	–		
I	PPB POST	3'4"	–	–	–	–	–	–	8.8'	4.9'	4	N	→		
J	19–4–100	30'	25'	15'	200W	SV–1–T	MAS	SP–1–T	11.4'	3.5'	4	N	←	Brockton Ave.	PER CITY STD.
K	PPB POST	3'4"	–	–	–	–	–	–	8.9'	7.6'	6	E	→		
L	1–A	10'	–	–	–	TV–1–T	–	SP–1–T	0.8'	9.1'	–	–	–		

NOTES:
1. ALL EQUIPMENT SHALL BE NEW

TRAFFIC SIGNAL GENERAL NOTES

1. ALL INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE THE STANDARD PLANS AND SPECIFICATIONS OF THE STATE OF CALIFORNIA, LATEST EDITION, AND THE CALIFORNIA MANUAL OF TRAFFIC CONTROL DEVICES, THE CURRENT CITY OF REDLANDS STANDARD SPECIFICATIONS AND DETAILS, UNLESS SPECIFIED ON THE PLANS.
2. THE EXACT LOCATION OF SIGNAL STANDARDS SHALL BE DETERMINED IN THE FIELD BY THE CITY STAFF.
3. ALL SIGNAL HEAD SHALL BE PROVIDED WITH METAL BACKPLATES. SIGNAL HEADS SHALL NOT BE PLASTIC. ALL SIGNAL INDICATIONS SHALL BE 12" L.E.D.'S PER THE PROJECT SPECIFICATIONS.
4. ALL PULLBOXES SHALL BE No. 6 SINGLE DEPTH UNLESS OTHERWISE SHOWN AND SHALL BE SET ON 6" OF 3/4" GRAVEL. ALL PULLBOX BOTTOMS SHALL BE SEALED WITH 2" MORTAR WITH A 1" WEEP HOLE. ALL CONDUITS INSTALLED IN ANY PULL BOXES SHALL BE CUT OFF 3" ABOVE THE BOTTOM. MAXIMUM PULLBOX SPACING SHALL BE 200'
5. ALL CONDUIT SHALL BE SCHEDULE 80 P.V.C. AND SHALL HAVE A MINIMUM OF 24" COVER IN ALL TRAFFIC LOADED AREAS. THERE SHALL BE A 24" RADIUS ON ALL CONDUIT BENDS.
6. CONDUIT BETWEEN PULL BOX AND SIGNAL STANDARD SHALL BE 2–1/2" PVC FOR TYPE 1–A AND 3" PVC FOR ALL MAST ARM POLES.
7. THE SOUTHERN CALIFORNIA EDISON COMPANY SHALL PROVIDE SERVICE FOR THE SIGNAL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FEED AS SHOWN ON THIS PLAN.
8. CONTRACTOR TO COORDINATE WITH SOUTHERN CALIFORNIA EDISON (SCE) AND OTHER UTILITY COMPANIES.
9. LUMINAIRE CONDUCTORS SHALL BE RUN THROUGH THE CONTROLLER. THEY SHALL RUN DIRECTLY FROM THE FEED AS SHOWN ON THIS PLAN.
10. THE CONTRACTOR SHALL INSTALL A TYPE IV PEC TO OPERATE THE LUMINAIRES ON EACH STANDARD.
11. SAFETY LUMINAIRES SHALL HAVE #8 COPPER WIRE (ONE BLACK, ONE WHITE) AND #10 COPPER WIRE GOING UP IN THE POLE (ONE BLACK, ONE WHITE).
12. SEE STRIPING PLAN FOR SIGNING AND STRIPING INSTALLATION.





DETAIL "A"
1"=10'

TRAFFIC SIGNAL CONSTRUCTION NOTES

1. FURNISH AND INSTALL ECONOLITE COBALT, TYPE 2 CONT. W/ TS2–1 ADAPTER CABLE, PER THE PROJECT SPECIFICATIONS, OR APPROVED EQUAL, IN A TYPE "P" TS2–1 CABINET. CONTROLLER CABINET AND FOUNDATION SHALL BE RAISED ON AN 18" P.C.C. FOUNDATION PER CALTRANS STANDARD PLAN NO. ES–3A, ES–3B, AND ES–3C.
2. FURNISH AND INSTALL CLARY TRAFFIC UPS (UNINTERRUPTIBLE POWER SYSTEM) OR APPROVED EQUAL.
3. FURNISH AND INSTALL ITERIS VANTAGE NEXT SHELF–MOUNT PLATFORM OR APPROVED EQUAL, CONTROL UNIT AND ALL APPURTENANCES PER THE PROJECT SPECIFICATIONS AND CITY STANDARDS TO PROVIDE THE INTENDED OPERATION SHOWN. ALL ITEMS SHALL BE INSTALLED PER THE MANUFACTURERS RECOMMENDATIONS AND LICENSED TO THE CITY OF REDLANDS.
4. FURNISH AND INSTALL TYPE III–BF SERVICE ENCLOSURE PER PROJECT SPECIFICATIONS, OR APPROVED EQUAL, PER CALTRANS STANDARD PLAN NO. ES–2E.
5. FURNISH AND INSTALL 3" PVC CONDUIT WITH ¼" POLY PULL ROPE TO EDISON FEED POINT TO BE DETERMINED. CONTRACTOR TO FURNISH AND INSTALL SERVICE WIRES POINT FROM FEED POINT TO SERVICE PEDESTAL. CONTRACTOR SHALL COORDINATE WITH EDISON SERVICE PLANNER FOR INSTALLATION.
6. FURNISH AND INSTALL ALL ITERIS VANTAGE NEXT CAMERAS ON MAST–ARM USING PELCO BRACKETS, LOCATED/SPLITTING THE LEFT TURN AND THOUGH MOVEMENTS.
7. FURNISH AND INSTALL CITY–APPROVED EMERGENCY VEHICLE PRE–EMPTION (EVP) PER THE MANUFACTURER'S SPECIFICATIONS TO PROVIDE THE INTENDED OPERATION. EXACT LOCATION OF DETECTOR SHALL BE DETERMINED BY THE ENGINEER IN THE FIELD.
8. FURNISH AND INSTALL R.S.N.S. PER CALTRANS STANDARD PLAN ES–7P, CITY OF REDLANDS STD. PLAN 491–0 AND SECTION 209–5.11 OF THE SPECIFICATIONS.
9. REMOVE AND SALVAGE STREET LIGHT POLE AND PEDESTAL. REMOVE CONDUIT AND FOUNDATION.
10. FURNISH AND INSTALL SIGN ON MAST ARM PER CALTRANS STANDARD PLAN ES–7N, DETAIL U.
11. PROTECT IN PLACE

PHASE DIAGRAM

NOT USED		NOT USED	
Ø1	Ø2 & Ø2P	Ø3	Ø4 & Ø4P
NOT USED		NOT USED	
Ø5	Ø6 & Ø6P	Ø7	Ø8 & Ø8P

North
0 20 40
SCALE 1"=20'

LINE IS 2 INCHES AT FULL SIZE
IF NOT 2" – SCALE ACCORDINGLY

LEGEND:

- 6' X 50' VIDEO DETECTION ZONE
- 6' X 25' VIDEO DETECTION ZONE
- 6' X 6' VIDEO DETECTION ZONE
- (12) DETECTOR NUMBER
- PROPOSED SIGNAL EQUIPMENT
- VIDEO DETECTION CAMERA
- EVP DETECTION

DIGALERT
DIAL / LOG-ON BEFORE YOU DIG
2 WORKING DAYS BEFORE YOU DIG
www.digalert.org
DIAL: 811
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

BENCHMARK

CITY OF REDLANDS BM R-35. BRASS DISK IN TOP OF CURB @ SOUTH SIDE LUGONIA AVENUE, +/-¼ MILE EAST OF CHURCH STREET. +/- 6' EAST OF PP#4072228E. ELEV.= 1,453.491' (NVD1929)

THIS PROJECT IS BASED UPON CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 5 (NAD83).

Letter	Description	Date	Initial	Initial	Initial

Revisions

Plan Prepared By: CHARLES F. STEPHAN, JR, NO. C50481 (EXP. 06/30/2023)
03/10/22 Date
KOA PLANNING | ENGINEERING | CONSTRUCTION MANAGEMENT
3190 C. Shelby Street
Ontario, California 91764
Tel: (909) 890-9693 Fax: (909) 890-9694

REGISTERED PROFESSIONAL ENGINEER CHARLES F. STEPHAN, JR. No. C50481 Exp. 06/30/23 CIVIL STATE OF CALIFORNIA

CITY OF REDLANDS
Municipal Utilities and Engineering Department

UNIVERSITY STREET AND BROCKTON AVENUE TRAFFIC SIGNAL PROJECT PROJECT NO.253007

TRAFFIC SIGNAL PLAN

Designed by: KAE
Date: 11/23/21
Checked by: AO
Date: 11/23/21
Drawn by: WG
Date: 11/23/21
Checked by: –
Date: –

Reviewed By: 03/10/22
Goutam K. Dobey, Engineering Manager, R.C.E. 75646 Date
Approved By: 03/10/22
Donald P. Young, One Stop Permit Center Mgr, R.C.E. 49918 Date

Sheet 5 of 5 Sheets
Scale: Horiz. AS SHOWN
Vert. AS SHOWN

2381 - TS

CITY OF REDLANDS
MUNICIPAL UTILITIES &
ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

For

UNIVERSITY STREET AND BROCKTON AVENUE TRAFFIC SIGNAL PROJECT
PROJECT No. 253007

REGISTERED PROFESSIONAL ENGINEER
CHARLES F. STEPHAN, JR
No. C50481
Exp. 06/30/23
CIVIL
STATE OF CALIFORNIA

March 2022

RECYCLED PAPER

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CITY OF REDLANDS

MUNICIPAL UTILITIES & ENGINEERING DEPARTMENT

Bid Proposal, Contract Documents and Specifications

for

UNIVERSITY STREET AND BROCKTON AVENUE TRAFFIC SIGNAL PROJECT
PROJECT No. 253007

For use in conjunction with specifications entitled: "Standard Specifications for Public Works Construction (Greenbook)" Latest Edition; "Standard Plans for Public Works Construction" Latest 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 Barich, Mayor
Eddie Tejeda, Mayor Pro Tem
Denise Davis, Councilmember
Jenna Guzman-Lowery, Councilmember
Mick Gallagher, Councilmember

City Clerk:
Jeanne Donaldson, City Clerk

City Staff:
Charles M. Duggan Jr., City Manager

UNIVERSITY STREET AND BROCKTON AVENUE TRAFFIC SIGNAL PROJECT
PROJECT No. 253007

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NOTICE INVITING SEALED PROPOSALS (NIB)
For
UNIVERSITY STREET AND BROCKTON AVENUE TRAFFIC SIGNAL PROJECT
PROJECT No. 253007

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 **March 29, 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: UNIVERSITY STREET AND BROCKTON AVENUE TRAFFIC SIGNAL PROJECT, PROJECT No. 253007.**

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 "C10, C31, D31" and provide their California State Contractor's License numbers to the City. In addition, no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All terms and conditions contained in the Contract Documents including the Instructions to Bidders shall become a part of the Contract. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of Bid Opening.

All questions related to this project shall be directed to Elva Arellanes, Project Engineer, at 909-798-7584 Ext 9. It shall be understood, however, that no specification interpretations will be made by telephone, nor will any products be considered for approval prior to award of the Contract. Changes, if any, will be made by addendum prior to opening of Bids.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA.

Jeanne Donaldson City Clerk
City of Redlands

BID DOCUMENTS
(BD)

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INSTRUCTIONS TO BIDDERS
For
UNIVERSITY STREET AND BROCKTON AVENUE TRAFFIC SIGNAL PROJECT
PROJECT No. 253007

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: UNIVERSITY STREET AND BROCKTON AVENUE TRAFFIC SIGNAL PROJECT, PROJECT No. 253007

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
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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 "C10, C31, D31" 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

UNIVERSITY STREET AND BROCKTON AVENUE TRAFFIC SIGNAL PROJECT
PROJECT No. 253007

NOTE: Bidders must bid each item in this schedule. All entries in the entire PROPOSAL must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

BID SCHEDULE

(See "Section 01200 – Measurement and Payment" for Bid Item description)

Item No.	Brief Description	Estimated Quantity	Unit Price (If Applicable)	Total Price in Figures
1	Mobilization	LUMP SUM	N/A	$_____
2	Storm water Best Management Practices	LUMP SUM	N/A	$_____
3	Clearing, Grubbing, and Removals	LUMP SUM	N/A	$_____
4	Construction Surveying and Staking	LUMP SUM	N/A	$_____
5	Demobilization	LUMP SUM	N/A	$_____
6	Construct Curb Ramp per SPPWC Std. Plan No. 111-5 Case A Type 1 Over 12" Min 95% Compacted Native, See Detail "A" and Detail "B"	2 EA	$_____/EA	$_____

7a	2” Thick AC Pavement Surface Course (PG-70-C2)	2 TON	$_____/TON	$_____
7b	3” Thick AC Pavement Base Course (PG-70-B)	2 TON	$_____/TON	$_____
7c	3” Crushed Aggregate Base	1 CY	$_____/CY	$_____
8	Construct 4” Thick P.C.C. Sidewalk Over 12” Min of 95% Compacted Native	420 SF	$_____/SF	$_____
9a	Grind 1.2” Min AC Pavement	40,000 SF	$_____/SF	$_____
9b	Overlay 1.2” Min AC Pavement	300 TON	$_____/TON	
10	Contractor to Coordinate with Utility Owner to Adjust Existing Utility to Grade	1 EA	$_____/EA	$_____
11	Adjust Existing Utility to Grade	8 EA	$_____/EA	
12	Traffic Signal Installation	LUMP SUM	N/A	$_____
13	Signing and Striping	LUMP SUM	N/A	$_____
14	Unforeseen work not covered within all other bid items	LUMP SUM	N/A	$ 50,000.00
			BID SCHEDULE PRICE	**$_____**

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

Last Minute Additions/Deductions*_____ Bid Item No._____

BID SCHEDULE TOTAL PRICE: **$**_____

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: _____

_____

_____

* Provision is made here for the Bidder to include an addition or deduction in its bid, if it wishes, to reflect any last-minute adjustments in prices. The addition or deduction, if made, will be proportionately applied to the Progress Payments total for the respective item in the Schedule of Prices, the amount being added or deducted for each monthly payment. The unit prices entered in the Schedule of Prices will not be affected.

LOW BID DETERMINATION:
The low bid will be determined pursuant to Public Contract Code Section 20103.8 as the lowest bid price on the Bid Schedule Total Price on page BD 11. A responsible bidder who submits the lowest bid as determined by the above method shall be awarded the contract, if it is awarded, by the City Council of the City of Redlands.

ADDENDA

Receipt of the following addenda is hereby acknowledged and the same is included in the Bid Price:

Addendum #1_____ (initials) Addendum #2_____ (initials) Addendum #3_____ (initials)

Addendum #4_____ (initials) Addendum #5_____ (initials) Addendum #6_____ (initials)

ATTEST: (if Corporation)

(Corporation Seal)

_____ _____

Company Name Signature

_____ _____

Address Name

_____ _____

City, State, Zip Title

BID CERTIFICATION

The undersigned certifies that they are familiar with the various State and local laws affecting labor, length of working days, employer's liabilities, Sunday work, alien labor, domestic materials, Subcontractors, etc.

It is understood and agreed that the work under the contract will be commenced by the undersigned Bidder, if awarded the contract, within ten (10) calendar days from the date in the Notice to Proceed and will be completed by the Contractor in the time set forth in the **CONTRACT**.

Enclosed find Bidders bond or certified or cashier's check No. _____ on the _____ Bank, in the amount of _____ _____ which is not less than ten percent (10%) of the Bid submitted by the undersigned, made payable to the City of Redlands, California and which is given as a guarantee that the Bidder agrees that in case of their default in executing said contract with necessary bonds, the bond or check accompanying this Bid and the money made payable shall become and remain the property of the City of Redlands.

It is understood and agreed that the City of Redlands has the right to waive defects or irregularities and to accept or reject any or all Bids. No Bidder may withdraw their Bid for a period of sixty (60) days after the time of the Bid Opening except as allowed by the California Public Contract Code.

The following information, required by State law under penalty of perjury, is true and correct. Failure to complete this information renders the bid non-responsive, and the bid must be rejected.

_____	_____
Company Name	Signature
_____	_____
Address	Signatory's Title
_____	_____
City, State, Zip	State License Number and Class
_____	_____
Telephone Number	License Expiration Date

Dated this _____ day of _____, 20___.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That _____ as Principal, and _____ as Surety, are held and firmly bound unto the City of Redlands, hereinafter called City, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform all work required under the PROJECT No. 253007.

NOW, THEREFORE, if said Principal is awarded a contract by said City and, within the time and in the manner required under the heading "Instructions to Bidders" bound with said Specifications, enters into a written contract on the form of agreement bound with said Specifications and furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials; then this obligations shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and Judgment is recovered, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____.

_____**(SEAL)**
(Principal)

By:_____
(Signature)

_____**(SEAL)**
(Surety)

By:_____
(Signature)

Address:_____

_____

Telephone (___)_____

(Seal and Notarial Acknowledgment of Surety)

STATEMENT BY BIDDER
NON-COLLUSION AFFIDAVIT

STATE OF)
) ss
COUNTY OF)

_____, being first duly sworn, deposes and says that

he is _____
(Sole Owner, a Partner, President, Secretary, etc.)

of _____
(Contractor)

the party making the foregoing bid on PROJECT No. 253007 that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or of any other Bidder or to fix any overhead, profit, or cost element of the bid price or of that of another bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that the Bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By: _____ Title: _____

Subscribed and sworn to before me this _____ day of _____, 20___.

Signature of Officer Administering Oath
(Notary Public)

STATEMENT BY BIDDER
OFFICERS OF CORPORATION (Members of Firm)

The names of all persons interested in the foregoing proposals as principals, are as follows: (IMPORTANT NOTICE - if Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full).

_____ _____

_____ _____

_____ _____

Licensed in accordance with an act providing for the Registration of Contractors, License

No. _____.

Signature of Bidder _____ Dated_____

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer(s) authorized to sign contracts on behalf of the corporation; if Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership, and if the Bidder is an individual, that signature shall be placed above.

STATEMENT BY BIDDER
SUB-CONTRACTORS LIST

Bidder supplies the following information for any Subcontractor who will perform work or labor or render services to the prime contractor, etc. to be used on PROJECT No. 253007, 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. 253007 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: **UNIVERSITY STREET AND BROCKTON AVENUE TRAFFIC SIGNAL IMRPOVEMENTS PROJECT**, complete all items as required by the Contract Documents (as herein defined) and Specifications for City's **UNIVERSITY STREET AND BROCKTON AVENUE TRAFFIC SIGNAL IMPROVEMENTS, PROJECT NO. 253007** (the "Work").

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

3. **TIME FOR COMPLETION:** The Work shall be completed within One Hundred Eighty (180) calendar days from and after the date of City's issuance of a Notice to Proceed to Contractor.

4. **LIQUIDATED DAMAGES:** Contractor's failure to complete the Work within the time allowed will result in damages being sustained by City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Accordingly, Contractor shall pay to City, or have withheld from monies due to Contractor, the sum of Five Hundred dollars ($500) for each consecutive calendar day in excess of the specified time for completion of the Work. Execution of this Contract shall constitute agreement by City and Contractor that Five Hundred dollars ($500) per day is the estimated damage to City caused by the failure of the Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

5. **CONTRACT DOCUMENTS:** This Contract incorporates by reference the following: Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Agreement, Performance Bond, Labor and Material Bond, Plans, General Conditions, Special Provisions and Specifications, and any addenda thereto (collectively, the "Contract Documents").

6. **ATTORNEYS' FEES:** In the event any action is commenced to enforce or interpret the terms or conditions of this Contract, or the Contract Documents, the prevailing Party in such action, in addition to any costs and other relief, shall be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

7. **RESOLUTION OF CONSTRUCTION CLAIMS:** Claims by Contractor in the amount of three hundred seventy five thousand dollars ($375,000) or less shall be made by Contractor and processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with Section 20104). All claims shall be in writing and include the

documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by Contractor.

8. **ELIGIBILITY OF CONTRACTOR/SUBCONTRACTOR:** Contractor and all of its subcontractors shall abide by California Public Contract Code, Section 6109, and California Labor Code Sections 1777.1 and/or 1777.7, and certify that they are not debarred and are eligible to work on this project.

9. **ASSIGNMENT OF AGREEMENT:** No assignment by a Party of any rights or interests under this Contract shall be binding on another Party without the written consent of the Party sought to be bound.

10. **SUCCESSORS AND ASSIGNS:** City and Contractor each binds itself and their respective successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11. **SEVERABILITY:** Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the day and year first written above.

CITY OF REDLANDS

(SEAL)

By:_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

(SEAL)

_____
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
UNIVERSITY STREET AND BROCKTON AVENUE
TRAFFIC SIGNAL IMPROVEMENTS
PROJECT NO. 253007

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

a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
b. By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

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

_____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 **UNIVERSITY STREET AND BROCKTON AVENUE TRAFFIC SIGNAL IMPROVEMENTS, PROJECT NO. 253007** and is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Work, now, therefore, we, the Principal and, _____, 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 **UNIVERSITY STREET AND BROCKTON AVENUE TRAFFIC SIGNAL IMRPOVEMENTS, PROJECT NO. 253007** is hereby referred to and made a part hereof; and

Whereas, under the terms of the Agreement, Principal is required before commending the performance of the Work, to file a good and sufficient Labor and Material bond with the City of Redlands to secure the claims to which reference is made in Title 3 (commencing with Section 9550) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, said Principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of _____ 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: ( )_____

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. No lane reduction shall occur prior to 8:30 AM. 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.

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 225) 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 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 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 307 - STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

307-1 GENERAL. - *Amend the following:*

Add the following paragraphs:
Any person performing electrical work subject to the certification requirements of Labor Code sections 3099 et seq. shall be certified, as required by law, prior to, and throughout, the performance of such work.

Add the following paragraphs:
Inspection shall be required at the following stages: (1) prior to pouring foundation concrete, excavation dimensions shall be verified; (2) prior to placement of a standard, foundation and anchor bolts shall be verified; and (3) prior to pouring the cap, connections, ground bond and luminary shall be verified.

There shall be no structure(s) encased in foundation concrete. Foundation concrete shall be held 4 inches to 5 inches (102 mm to 127 mm) below top of curb grade.

Anchor bolts shall be held by a template with the top of each bolt a maximum 1/2 inch (13 mm) below top of curb or a maximum ½ inch (13 mm) below top of sidewalk if set behind sidewalk.

The top of foundation concrete shall be cleaned of all foreign objects before foundation cap is poured. Standard shall be plumb and tightened prior to foundation cap placement.

Foundation cap shall be formed to a minimum dimension of 32 inches (813 mm) wide, centered to the light standard and from the back of curb to a point 9 inches (229 mm) beyond the back of the light standard. The cap slope shall be equivalent to adjacent sidewalk or shall be 2 percent from the top of curb in parkway. Cap shall be poured to encase anchor bolts and flow under street light standard so that the pole butt is encased.

307-8 FOUNDATIONS, FOUNDATION CAPS AND SLABS.

307-8.2 Foundations. - *Amend the following*:

Amend the first sentence of paragraph 2 as follows:
"Foundations shall cure for 72 hours before erecting standards and 72 hours before erecting mast arms."

Amend the second sentence of paragraph 2 as follows:
"Pile foundations shall cure for 72 hours before erecting standards and 7 days before erecting mast arms."

Add the following paragraphs:
Minimum foundation dimensions shall be 32 inches x 32 inches x 46 inches (813 mm x 813 mm x 1,168 mm) or when bored with an auger shall be 32 inches x 60 inches (813 mm x 1,524 mm).

Foundation and cap concrete shall be as specified in Section 201-1. Cap concrete shall have a light broom finish.

There shall be an 8 foot x 5/8 inch (2.4 m x 16 mm) copper-clad ground rod placed in the center of the base and extended 3 inches (76 mm) above curb level with a ground clamp installed at the top.

307-8.3 Foundation Caps. - *Amend the first sentence of paragraph 1 as follows:*
"Foundation caps shall be the same color, finish, and material as the adjacent sidewalk, and be a minimum thickness of 4 inches (102mm) thick or unless otherwise specified in the Special Provisions."

307-8.4 Concrete Slabs. - *Amend the first sentence of paragraph 1 as follows:*
"Wherever the edge of a concrete foundation extends within 18 inches (450mm) of any existing concrete improvement, a concrete slab with a minimum thickness of 4 inches (102mm) or as specified in the Special Provisions shall be extended to meet the existing improvement."

307-10 STANDARDS, PEDESTALS AND MAST ARMS. - *Add the following paragraphs:*
Standard shall be set square with the street or as directed by the Engineer. Standard shall be centered 24 inches (610 mm) behind curb face or as shown on the plan.

The access door at the base of the standard shall be a minimum ½ inch (13 mm) to a maximum 2 inches (51 mm) above the top of adjacent curb or sidewalk.

Anchor bolts shall have no threads exposed above top of nut when final tightening is completed.

307-11 PULL BOXES. - *Amend the following:*

Amend (b) of paragraph 3 as follows:
"150 feet for street lighting systems, and"

Add the following sentence to paragraph 4:
Conduit entering a pull box shall extend a minimum 3 inches (76 mm) above the rock base.

Add the following paragraph:
Single depth pull boxes shall be grouted on the inside, as specified. Pull boxes shall be located as shown on the plans and installed at either sidewalk or curb grade.

307-12 CONDUIT. - *Amend the following:*

Amend the first sentence of paragraph 6 as follows:
"Detector, telephone interconnect, or street lighting conduit shall be 1-1/4 inch (32 mm) nominal size unless otherwise specified in the Special Provisions."

Delete the second sentence of paragraph 6 and replace with the following:

"Direct interconnect and utility service conduit shall be 2 inch (51 mm) nominal size unless otherwise specified or required by agency or utility."

Add the following sentence to paragraph 6:
Traffic Signal conduit size shall be as specified in Section 209-2.3.

Amend the second sentence of paragraph 2 as follows:
"Conduit placed behind a curb shall not be less than 18 inches (457 mm) nor more than 36 inches (900mm) below the top of the curb."

Add the following sentence to paragraph 9:
There shall be no more than 2 conduits in each foundation.

Amend the first sentence of paragraph 7 as follows:
" not be less than 3 inches (76 mm) above the bottom of the box."

Add the following paragraph:
Contractor shall be required to install traffic signal interconnect conduit, with pull rope, between new traffic signal controller and any existing traffic signal controller located within 1,500 feet (457 m).

307-13 WIRES, CONDUCTORS AND CABLES.

307-13.1 General. - *Add the following paragraph:*
All conductors shall be new and in their original packaging.

307-14 SERVICES.

307-14.1 General. - *Add the following paragraph:*
When a service pedestal is installed in an unpaved area, a slab shall be constructed per Section 307-4.11.

307-17 TRAFFIC SIGNAL CONSTRUCTION.

307-17.2.2 Controller Cabinet Wiring Diagrams. - *Amend the following:*

Add the following sentence to paragraph 1:
Traffic signal Phase 4 shall face north, for southbound traffic.

Add the following paragraphs:
A representative from the traffic controller manufacturer shall be onsite at the time of signal activation and shall install timing and coordination provided by the Engineer.

All software and current upgrades, at the time of installation, for the controller and conflict monitor shall be provided to the City.

307-17.3 Pull Box Covers. - *Amend the following:*

Amend the first sentence as follows:
"Pull box covers to be installed in traffic signal systems or combined traffic signal and multiple circuit street lighting systems conforming to 209-4.2.3, shall conform to 209-3.7 and shall be inscribed "STREET LIGHTING"."

Add the following sentence to paragraph 1:
Lid shall have two 1 inch (10 mm) brass bolts for fastening.

307-17.5.1 General. - *Add the following paragraph:*
Tape color codes for traffic signal phases shall be as follows: 0 - black; 1 - brown; 2 - red; 3 - orange; 4 - yellow; 5 - green; 6 - blue; 7 - violet; 8 - gray; 9 - white.

All cables shall be phase taped to match signal phasing. Cable splicing shall not be allowed in pull boxes.

307-17.6.1 General. - *Amend the following:*

Delete the first two sentences of paragraph 2 and replace with the following:
All signal and arrow indications shall be 12 inches (305 mm).

Add the following paragraph:
Traffic heads, pedestrian heads and shields shall be aluminum. Heads, hardware, etc. shall be flat black. Vehicle faces shall be 12 inches (305 mm). All red, yellow, green and "hand man" indicators shall be LED type. Pedestrian lenses shall be mechanically connected to the visor "egg crate." Silicone glue shall not be allowed. Lamp sockets shall not be plastic and shall not be held to the lens by use of a clip. The Contractor shall furnish per traffic signal installed, one of each color and type, spare vehicle and pedestrian LED's to the City.

307-17.8.2 Pedestrian Push Buttons. - *Add the following sentence:*
Pedestrian push buttons shall be de-isolated with no cabinet logic ground leaving the controller cabinet.

307-17.10 Controller Foundation. Traffic signal controller foundations shall extend a minimum 18 inches (457 mm) and a maximum of 20 inches (508 mm) above finish grade, and be sized as necessary to fit the controller cabinet with a 1 inch (25 mm) lip, including the 1/2 inch (13 mm) chamfer, beyond outside cabinet dimensions. Cabinet shall be sealed on the concrete foundation with a silicon bead placed under the cabinet edge as it is set in place.

307-17.11 Reflectorized Street Name Sign Placement and Mounting. Top of sign frame shall have two free swinging mounting brackets manufactured from aluminum, bronze and stainless steel, as specified. 8 inch (203 mm) stainless steel bolts shall allow for fine adjustment. Dampening springs shall be used. Each swing bracket shall be adjusted vertically for leveling of the sign to fit mast arm angles. The bracket assembly shall permit the S.S.G. unit to swing perpendicular to the support hardware.

Hardware used to attach the sign and swing assembly to the mast arm shall by "Y-brackets," "EZ-L brackets" or approved equal.

EZ-L brackets shall be a three piece telescoping design to adjust from 12 inches (305 mm) to 28 inches (711 mm) in 1 inch (25 mm) increments without additional adapters. The outside tube shall be 1-3/4 inches x 1-1/2 inches (44 mm x 38 mm) with a wall thickness of 5/32 inch (4 mm). The middle tube shall be 1-1/2 inches x 1-1/4 inches (38 mm x 32 mm) with wall thickness of 5/32 inch (4 mm) and one wall having a thickness of _ inch (10 mm) and threaded for two _ inch (10 mm) stainless steel holding bolts with external tooth lock washers. The inside tubes shall fit firmly within each other and slide smoothly. Safety tabs shall be located on the ends of each tube and will not allow the tubes to completely separate from each other during shipping and installation procedures. When installing EZ-L bracket, the middle tube should be extended first, then the inside tube.

The Y-bracket shall be one piece solid aluminum extrusion construction. There shall be four slots in the bracket to accommodate two 3/4 inch (19 mm) wide stainless steel straps side by side. Strapping shall have a minimum thickness of 0.020 inches (½ mm). The EZ-L bracket shall attach to the Y-bracket with a ½ inch (13 mm) stainless steel bolt, lock washer and ny-lock nut.

When installation of the S.S.G. sign to the mast arm is complete, the S.S.G. sign shall swing freely in both directions when moved by the installer without any binding or hindrance being felt, allowing the sign to move freely under normal weather conditions.

307-18 TESTING.

307-18.1 General. - *Add the following paragraph:*
Luminares shall be in operation for 5 days prior to final acceptance.

SECTION 314 - TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-1 GENERAL. - *Add the following paragraphs:*
To insure the protection of storm drain inlets, Best Management Practices (BMPs) shall be employed during all striping operations. Refer to Section 7-8.6.

Each storm drain catch basin or storm drain inlet box shall be marked "NO DUMPING - FLOWS TO CREEK." Two coats of paint are required. Stencil shall match City's stencil. Paint and painting shall comply with the specifications.

All street resurfacing work shall include installing fire hydrant pavement markers at all fire hydrant location, whether the pavement markers were existing or not. The pavement markers shall be Type I – Two-Way Blue Retroreflective per Section 214-6 of the Specifications and installed per City's detail drawing No. 102-0. All work associated with the installation of all new, or replacement of existing, fire hydrant pavement markers shall be included as noted within the specifications.

314-4 APPLICATION OF TRAFFIC STRIPING AND CURB AND PAVEMENT MARKINGS.

314-4.1 General. – *Add the following paragraphs:*
During construction, if traffic legends or lane striping are removed or paved-over for any reason, they shall be replaced immediately with temporary traffic legends or lane striping as directed by the City, and the Contractor shall place permanent traffic legends or lane striping at the end of the job or on completion of final paving. When permanent items are placed, they shall be complete markings, legends, or striping i.e.: if limit lines are disturbed, they shall be replaced to centerline or from curb to curb, whichever was existing; if a letter in a word is removed or covered, the entire word shall be replaced; and lane striping shall extend 75 feet beyond construction limits. All replacement markings, legends, or striping required to be replaced beyond the contract limits shown shall be at the cost of the Contractor and shall meet City standards. If existing striping or legends are to be removed on existing surfaces, they shall be sandblasted. Painting over striping or legends in lieu of removal will not be permitted. Pavement striping shall comply with the applicable provisions of Sections 214 and 314 of the Standard Specifications.

Where side streets with existing striping, markings and markers are encountered, striping, markings and markers shall be repainted and replaced for a minimum distance of 15 m (50 feet) from the crosswalk, stop bar or limit line.

314-4.2 Control of Alignment and Layout.

314-4.2.1 General. - Delete and replace with t*he following:*
The Contractor will be responsible for all layout of all striping. All striping, markings and markers shall be reinstalled in their existing locations unless otherwise shown on the plans. The Contractor shall be responsible to take appropriate measures and record the existing locations.

The Contractor shall verify all dimensions in the field prior to installation of pavement striping/marking layout (Cat-Track). Should field measurements differ from the plan, the Contractor shall immediately notify City staff. No Cat-Track marks shall be placed until discrepancies are resolved.

Cat-Track must be approved by City staff prior to the installation of permanent pavement striping/marking. Contractor shall notify City staff a minimum of 24 hours prior to installation of permanent pavement striping/marking to allow for inspection and approval. If approval of Cat-Track is not obtained by the Contractor, all work required to correct the striping/marking will be at the expense of the Contractor

Cat-Track marks shall be made in chalk. Paint for the purpose of Cat-Track is prohibited. If paint is used, the Contractor must remove the paint without damaging or visually deforming the pavement surface. If damage or visual deformity within the removal area occurs, in the opinion of City staff, the Contractor shall grind and overlay the entire segment with no additional compensation. The area of the grind and overlay shall be as required by City staff and shall be a minimum of 0.10’ thickness.

All visible Cat-Track markings after the installation of the permanent striping/marking shall be removed without damage or visual deformity to the pavement surface. Any damage or visual deformity to the pavement shall be remedied as noted above.

314-4.3.5 Application. - *Amend the first sentence in paragraph 8 as follows:*
"Glass beads shall be applied at a rate of 0.6 to 0.8 kg of beads per liter (5 to 7 pounds of beads per gallon)."

GENERAL REQUIREMENTS

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SECTION 01110 COORDINATION OF WORK

A. Utility Coordination

1. Contractor shall coordinate with Southern California Edison (SCE) planner Matthew Middendorf at (909)-307-6874 for the traffic signal service installation prior to the start of the construction.

B. Additional City Projects

1. The contractor shall coordinate with the city to determine any other additional projects near the project limits. Contractor and the city shall determine any conflicting schedule items and adjust schedule as necessary to accommodate adjacent projects.

END OF SECTION

SECTION 01111 TRAFFIC CONTROL PLAN

A. General

The intent of this specification is to provide the format and requirements in preparation of the Traffic Control Plan (TCP).

B. Format

1. The sheets of the TCP shall display, at a minimum, the title of the project, name of firm preparing the TCP, name and stamp of Registered Traffic or Civil Engineer preparing the TCP, approval block for City of Redlands approval, north arrow, title sheet with an index of the sheets, sheet number, and total number of sheets.

2. The TCP shall be drawn to a 1 inch = 40 scale, or as otherwise approved by City staff, on common size sheets ranging from 8-1/2 inches x 11 inches, 11 inches x 17 inches or 24 inches x 36 inches as determined appropriate based on work area.

3. TCP must be prepared and approved by a Registered Traffic or Civil Engineer in the State of California.

C. Requirements

The TCP shall contain the following items and scenarios of traffic control:

1. Traffic signal installation

2. Variations to accommodate night work;

3. All required detours;

4. Provide 4 changeable message boards, Solartech MB2-LR-1548 or approved equal, located throughout the project area to provide advance notification as work progresses;

5. The TCP shall be completed in conformance with Section 7-10.2.2.1 of the General Conditions and adhere to the following:

    a. At least one lane of traffic shall be open on all roadways with appropriate traffic control and flaggers;

    b. On street parking, where currently available, shall be open to the public outside of working hours; and

    c. Shall be completed in conformance with all additional requirements from permitting agencies, such as Caltrans and SANBAG.

END OF SECTION

SECTION 01112 DESCRIPTION OF WORK

PART ONE -- GENERAL

1.1 SUMMARY

A. The work to be done under this Contract includes the furnishing of project management, labor, materials, tools and equipment for the construction of the University Street and Brockton Avenue Traffic Signal 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
Street Improvement Plan	2-3
Signing and Striping Plan	4
Traffic Signal Plan	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 the University Street and Brockton Avenue Traffic Signal Project as noted on the Contract Drawings and all other Contract Documents and is summarized as follows:

1. The Work shall consist of all traffic control (including furnishing and installing all arrowboards, barricades, signs, delineators, and flagmen); all earthwork (including trenching, shoring, sloping, bedding, and backfilling including select imported material or select native material); installing new traffic signal poles, signal heads, pedestrian heads, luminaries, conduit, signal cabinet/controller, signal service cabinet, video/radar detection; concrete and asphalt removals and disposals; installing new concrete sidewalk and ADA compliant curb ramps; grind and overlay of AC Pavement; installing all striping, pavement markings, raised pavement markers, and signage as noted on the plans, including all incidentals.

END OF SECTION

SECTION 01200 MEASUREMENT AND PAYMENT

A. Work Listed in the Schedule of Work Items

1. The application for payment will be for a specific item based on the percentage completed or quantity installed. The percentage complete will be based on the value of the partially completed work relative to the value of the item when entirely completed and ready for service.

2. A retention of five percent (5%) of the value of work completed will be withheld from progress payments. This retention amount will remain constant throughout the contract period, and will not be payable until the expiration of thirty-five (35) days after the recordation of the Notice of Completion.

B. Work Not Listed in the Schedule of Work Items

The General Conditions and items in the Special Provisions, general requirements, and specifications which are not listed in the schedule of work items of the bid form are, in general, applicable to more than one listed work item, and no separate work item is provided therefore. Include the cost of work not listed but necessary to complete the project designated in the contract documents in the various listed work items of the bid form.

The bids for the work are intended to establish a total cost for the work in its entirety. Should the Contractor feel that the cost for the work has not been established by specific items in the bid form, include the cost for that work in some related bid item so that the proposal for the project reflects the total cost for completing the work in its entirety.

The Contractor may experience difficulty in excavation due to rock or unsuitable backfill material throughout the project locations. It shall be the Contractor's responsibility to identify these areas and account for difficulty in excavation, the need to export rock or unsuitable backfill material and the need to import suitable backfill material. There will not be additional contract time or additional compensation for any project locations where any of these circumstances occur.

C. Bid Items

1. Mobilization, Bid Item 1:

Payment for Mobilization shall be made at the contract price per lump sum (LS) 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, installation and implementation of traffic control items per Section 01111, 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. Storm Water Pollution Best Management Practices, Bid Item 2:

Payment for Water Pollution Best Management Practices shall be made at the contract price per lump sum (LS) and shall constitute full compensation for preparation, approval, NPDES Permit and shall include all labor and incidentals noted within Section 01572.

Payment for the Water Pollution Best Management Practices shall be made based on the percentage of project completion to ensure compliance with all requirements. The completeness shall be determined by the Engineer and updated on progress payments.

3. Clearing, Grubbing And Removals, Bid Item 3:

Item also includes all necessary dust control, clearing, grubbing, and removals such as removals of vegetation, rubbish, and utilities as required for the construction of the proposed improvements under these bid items.

Payment for Clearing, Grubbing And Removals shall be made at the contract price per lump sum (LS) as specified on the bid schedule and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work necessary as specified in the Contract Documents and Specifications, Standard Drawings, supplemental details, these Special Provisions, and as directed by the Engineer or his appointed designee, and no additional compensation will be allowed therefor.

4. Construction Survey and Staking, Bid Item 4:

Payment for Construction Survey and Staking shall be made at the contract price per lump sum (LS) and shall constitute full compensation for research, construction surveying, construction staking, preparation and submittal of surveying cut sheets, tying existing control monuments that may be damaged or disturbed prior to construction, verifications of horizontal and vertical position of existing control monuments, recovery and reestablishment of damaged or disturbed control monuments after construction, preparation and submittal of corner records to applicable government agencies, and shall include all labor and incidentals noted within Section 01722.

Payment for the Construction Survey and Staking shall be made based on the percentage of project completion to ensure compliance with all requirements throughout the duration of the contract. The completeness shall be determined by the Engineer and updated on progress payments.

5. Demobilization, Bid Item 5:

Payment for Demobilization shall be made at the contract price per lump sum (LS) and shall constitute full compensation for preparation, approval, and shall include all labor and incidentals noted to complete the Demobilization per Section 01740.

6. Construct Curb Ramp Per SPPWC Std. Plan No. 111-5 Case A Type 1 Over 12" Min of 95% Compacted Native, See Detail "A" and Detail "B" Bid Item 6:

Item includes but is not limited to earthwork, sawcuts, removals of varying thickness concrete, earthwork, dust control, grading and compaction as required for the construction of the proposed improvements under this bid item. Ramps shall include cast-in-place truncated domes. All work shown on plans shall be per section 303 of the General Conditions.

The extent of work for the installation of the ADA Access Ramp shall be as outlined on the referenced APWA Standard Plan and shall include all improvements necessary to install the ramp, including but not limited to, curb and gutter, cross gutter, cross gutter removal, utility cover adjustments, asphalt pavement trench repair and necessary flatwork to install ramp grooves. Included in the price of ADA access ramp is all required sidewalk removal and replacement required to install access ramp and provide a compliant transition to the adjacent sidewalk.

Included in the price of ADA access ramp 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. 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.

Also included in the price of ADA access ramp construction are relocation and repair of irrigation systems per section 212 of the General Conditions, surveying, construction staking, forming and survey monument preservation per section 01722 of the General Requirements.

Ramp types are specified on the plan based on the visual judgment. In any case, if the specified ramp type is not feasible for the particular location, contractor shall propose the alternative ramp type that could be constructed per specifications. The alternate ramp type shall be approved by the City staff. Any re-work, re-forming, additional time or additional work due to change of the ramp type shall be considered in the unit price of ADA access ramp construction.

Payment shall be made at the contract unit price per each (EA) and shall constitute full compensation for all labor, material, traffic control, equipment and incidentals required. No partial payment for ADA ramps will be released. All must be complete and operable before any compensation will be released.

7a. 2" Thick AC Pavement Surface Course (PG-70-C2), Bid Item 7a:

Item includes but is not limited to the installation of Asphalt Concrete over base course as specified on the project plans.

Payment for this item shall be made at the contract unit price per ton (TON) and shall constitute full compensation for all labor, material, equipment and incidentals, and for doing all the work involved in preparing, the surface, and placing hot mix asphalt concrete.

Contractor will not be compensated for asphalt quantities in excess of 8% of the amount as shown in the proposal for this item.

7b. 3" Thick AC Pavement Base Course (PG-70-B), Bid Item 7b:

Item includes but is not limited to the installation of Asphalt Concrete over aggregate base as specified on the project plans.

Payment for this item shall be made at the contract unit price per ton (TON) and shall constitute full compensation for all labor, material, equipment and incidentals, and for doing all the work involved in preparing, the surface, and placing hot mix asphalt concrete.

Contractor will not be compensated for asphalt quantities in excess of 8% of the amount as shown in the proposal for this item.

7c. 3" Crushed Aggregate Base, Bid Item 7c:

Item includes but is not limited to the installation of Crushed Aggregate Base over compacted native as specified on the project plans.

Payment for this item shall be made at the contract unit price per cubic yard (CY) and shall constitute full compensation for all labor, material, equipment and incidentals, and for doing all the work involved in preparing, the surface, and placing crushed aggregate base.

Contractor will not be compensated for aggregate base quantities in excess of 8% of the amount as shown in the proposal for this item.

8. Construct 4" Thick P.C.C. Sidewalk Over 12" Min of 95% Compacted Native, Bid Item 8:

Item includes but is not limited to the installation of P.C.C. Sidewalk as specified on the project plans.

Payment for this item shall be made at the contract unit price per square foot (SF) and shall constitute full compensation for all labor, material, equipment and incidentals, and for doing all the work involved in preparing, the surface, and placing the P.C.C. Sidewalk.

9a. Grind 1.2" Min AC Pavement, Bid Item 9a:

Payment for the installation of Grind 1.2" Min AC Pavement shall be made at the contract unit price per square foot (SF) and shall include but is not limited to localized and isolated base repair, depressed trench line repair, complete removal of existing striping and pavement markings, as well as per specification Section 302 of General Conditions. Payment for Grind 1.2" Min AC Pavement shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment, and incidentals required for Grind 1.2" Min AC Pavement.

9b. Overlay 1.2” Min AC Pavement, Bid Item 9b:

Payment for the installation of Grind 1.2” Min AC Pavement shall be made at the contract unit price per ton (TON) and shall include but is not limited to localized and isolated base repair, depressed trench line repair, as well as per specification Section 302 of General Conditions. Payment for Overlay 1.2” Min AC Pavement shall be made at the contract unit price and shall constitute full compensation for all labor, material, traffic control, equipment, and incidentals required for Overlay 1.2” Min AC Pavement.

10. Contractor to Coordinate with Utility Owner to Adjust Existing Utility to Grade, Bid Item 10:

Item includes but is not limited to adjustment of the pullboxes to the proposed finish grade of the street.

Payment for this item shall be made at the contract price per each (EA) and shall constitute full compensation for all labor, material, equipment and incidentals required.

11. Adjust Existing Utility to Grade, Bid Item 11:

Item includes but is not limited to adjustment of the manholes, water valves, and gas valves to the proposed finish grade of the street. Manhole shall be re-constructed per City of Redlands Standard, A-101 and shall include the reconstruction of the concrete collar if existing prior to construction. Valves can shall be re-constructed per City of Redlands Standard, A-20514.

Payment for this item shall be made at the contract price per each (EA) and shall constitute full compensation for all labor, material, equipment and incidentals required.

12. Traffic Signal Installation, Bid Item 12:

Payment for the installation of Traffic Signal improvements shall be made at the contract price per lump sum (LS) and shall include but is not limited to the materials, equipment, installation of the traffic signal poles and foundation, mast arms, signal heads, back plates, pedestrian push buttons, pedestrian signal heads, conduits, conductors, pull boxes, video detection system, emergency vehicle preemption (EVP), traffic signal controller and cabinet, service enclosure, street lighting relocation, tree trimming as needed as specified on plans, and mast arm signs. Conduit shall be placed under existing paving in a trench 2" (53 mm) wider than the outside diameter of the conduit being installed. Trenching shall not exceed 6" (150 mm) in width. Item shall constitute full compensation for all labor, material, equipment and incidentals required.

13. Signing and Striping, Bid Item 13:

Payment for the installation of striping and signage improvements shall be included in the contract price per lump sum (LS) and shall include surface preparation, layout, material placement, curing, protection, testing, and all labor, materials, tools, etc. to install striping and curb paint.

The price shall include, but not be limited to the removal of all temporary traffic control measures installed following pavement resurfacing installation of additional sign bolts and

supports and the adjusting the location of existing posts as noted on the plans, to clear obstructions not noted on the plans at the direction of City staff, the installation of cat tracking and adjustment if field inspection requires.

14. Unforeseen work not covered within all other bid items, Bid Item 14:

Payment for the unforeseen work not covered within all other bid items shall be made at the contract price per lump sum (LS) and shall constitute full compensation for all labor, materials, equipment, and incidentals required. Unforeseen work must be approved by the City staff before doing any work, and pay estimate shall be negotiated based on unit price already established with the bid proposal for this project. Any required work that is outside of the proposed bid unit cost, shall be performed based on the Time and Material (T&M) basis and T&M cost shall be negotiated and approved by the City staff prior to performing the work. Unforeseen work will be paid in each billing cycle with a percentage of the lump sum cost included in the bid. This item may not be spent entirely.

END OF SECTION

SECTION 01251 CHANGE ORDER REQUESTS

1.1 GENERAL

A. All quotations for preliminary change orders for extras, changes, additions, or deletions to the Work as described in EXTRA WORK of the GENERAL CONDITIONS shall be submitted to the ENGINEER, in writing, on the Change Order Request (COR) Cover Sheet and the Change Order Cost Summary Form, both attached, and in conformance with the requirements of Section 01254 CHANGE ORDERS. The quotation shall be firm for a period of not less than sixty (60) calendar days from the date of receipt of the quotation by the ENGINEER. The CONTRACTOR shall submit its written cost quotation and Time Impact Analysis not later than fifteen (15) days after being requested to provide such quotation, unless the ENGINEER allows more time. Delays in submitting quotations beyond the fifteen (15) days set forth herein, which cause a delay in the issuance of a Change Order or a delay to the completion date of the project, shall not be cause for a claim or a time extension under the Contract.

B. The ENGINEER'S request for quotation on a preliminary change shall not be considered authorization to proceed with the changed work prior to the issuance of a final Lump Sum or Time & Material Change Order, unless directed otherwise, in writing, by the ENGINEER, nor shall such request constitute justification for a delay to the existing Work or a time extension under the Contract.

END OF SECTION

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

CHANGE ORDER REQUEST (COR)

Project Name:		**COR Number:**	
Project Number:		**Date of Request:**	
Requested By:			

Change Name:	

Description of Change (Required):

Reason for Change (Required):

Location of Change (Required): List all locations if various locations are included in this Request

Additional Days Requested Due to Change (If Applicable):

Total Net Change in Cost: **Note:** Attach all supporting documents for cost justification	$ 0.00

Requestor:

Signature: _____

Title: _____ **Date:** _____

Change Order Cost Summary

Project Name :

Change Order Request No. :

Date :

		Direct Labor	Direct Materials	Direct Equipment		Totals
(1):	Lump Sum Work by Prime Contractor	$0.00	$0.00	$0.00		
(2):	"T&M" Work by Prime Contractor	$0.00	$0.00	$0.00		
(3):	Subtotal - Direct Work (Prime Contractor)	$0.00	$0.00	$0.00		
(4):	All Lump Sum Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(5):	All "T&M" Work by subcontractors (any tier)	$0.00	$0.00	$0.00		
(6):	Subtotal - Direct Work (all subcontractors)	$0.00	$0.00	$0.00		$0.00
					Add each of the three columns across and enter to the right.	
(3)+(6)=(7):	Total - Direct Costs	$0.00	$0.00	$0.00		$0.00
(8):	Markup	(20% of direct labor) $0.00	(15% of direct mat'l) $0.00	(15% of direct equip) $0.00		$0.00
(9):	Prime Contractor Markup for subcontractors				10% of line (6) direct sub work up to $5,000 plus 5% of line (6) direct sub work over $5,000	
(10):	Bonds & Insurance				1% of line (7) all direct work	$0.00
(11):	Additional amount permitted by Contract					
(12):	**GRAND TOTAL**				Add sums of lines) (7), (8), (9), (10) and (11)	**$0.00**

SECTION 01254 CHANGE ORDERS

PART ONE -- GENERAL

1.1 REQUIREMENTS

Payment to the Contractor, or credit to the City, for any change, addition, deletion or extra to the Work, or settlement of any Claim, covered by any Change Order, shall be determined by the methods set forth herein. The Engineer may change the Plans and Specifications, character of the Work, or quantity of Work provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed twenty-five percent (25%) of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written Supplemental Agreement between the Contractor and the City, which shall be executed by a Change Order.

Unless otherwise stipulated, "Unit Prices" include all costs necessary to furnish, install and complete the Work. The "Unit Prices" include all direct costs for labor, equipment and materials, all insurance and bond costs, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but is not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax.

A. Unit Prices

Unit prices stipulated in the Bid or itemized in the approved Schedule of Values shall be utilized, where they are applicable and determined reasonable by the Engineer. In the event that the Change Order results in a change in the original quantity of more than twenty-five percent (25%), either increase or decrease, then either the Engineer or the Contractor may request a review of the unit price to determine if a new unit price shall be mutually determined by negotiation. Any new unit price mutually determined under this Subsection shall only apply to the units in excess of one hundred twenty five percent (125%) of the original quantity for overruns. In case of underruns, the unit price stipulated in the Bid shall be applied to the first twenty-five percent (25%) of the actual quantity of work performed and the new mutually determined price shall be applied to the quantity between twenty-five percent (25%) and seventy-five percent (75%) of the original quantity.

Renegotiated unit prices or unit prices for new items added to the Contract by Change Order shall be determined in accordance with Subsections B through G. Whether stipulated in the Bid, itemized in the approved Schedule of Values or renegotiated, the unit prices used for payment constitute the total adjustment with no further costs owed for overhead, impact, profit, delay or impact to unchanged portions of the Contract, or any other reason. The unit price shall be full and final compensation as described in Subsection D.

The cost proposals for renegotiated unit prices shall be presented in accordance with the provisions of Subsections B through G. Should any Bid Item be deleted in its entirety, the amount bid for that bid item shall be subtracted from the total Contract amount. The Contractor shall be paid only for the actual cost incurred prior to the notification of such deletion for that Bid Item.

B. Lump Sum

The Engineer and the Contractor may mutually determine a total sum for the Extra Work. The Contractor shall summarize the total cost and furnish a breakdown of the proposed lump sum costs satisfactory to the Engineer in accordance with Subsections B through G. Such lump sum costs shall be full and final compensation as described in Subsection D. The Contractor's quotation shall conform to the requirements of Section 01251- Change Order Requests, and be submitted in the Change Order Cost Summary Form provided (see Attachment 01251-A1). The Change Order Cost Summary Form cannot be used to nullify or supercede any specification or contractual provision.

If the method or amount of payment cannot be agreed prior to performing the Extra Work, the Engineer may unilaterally issue a Change Order in the amount determined reasonable by the Engineer for the Extra Work and direct the Contractor to proceed immediately. The Engineer also has the option to issue a Change Order directing the Work be done on a Time and Materials basis with the Contractor providing all labor, equipment, and materials necessary to complete the Work in a satisfactory manner and within a reasonable period of time. Estimates for lump sum quotations and accounting for Time and Materials work shall be limited to direct expenditures necessitated specifically by the subject Extra Work, and shall be segregated as follows:

1. Labor, up to and including working general foremen, who are directly assigned to the Extra Work. Employees identified as superintendents or non-working general foremen shall not be charged as labor on Extra Work. The labor costs shall include actual documented payroll costs including wages, payroll taxes as established by law (i.e., FICA, Federal and State Unemployment Taxes), fringe benefits as established by negotiated labor agreements, and any insurance costs (such as Worker's Compensation and General Liability Insurance but shall not include Automobile Liability Insurance or any other insurance costs). A detailed breakdown of those

subcomponents of labor costs, by all crafts shall be submitted to the Engineer, by the Contractor and all Subcontractors, for approval, as part of the documentation of labor costs, within ten (10) working days after issuance of the Notice to Proceed. No other subcomponents of labor costs shall be considered, unless approved in writing by the Engineer.

The labor cost is not allowed to be increased by using labor classifications with paygrades higher than necessary to accomplish the Work.

2. Materials: The cost of materials used in performing the Extra Work will be the cost, including sales tax and freight, to the purchaser, whether Contractor, Subcontractor or other forces, from the supplier thereof, except as follows:

   a. Cash or trade discounts available to the purchaser shall be credited to the City notwithstanding the fact that such discounts may not have been taken by the Contractor.

   b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Supplier markup, except for actual costs incurred in the handling of such materials, will not be allowed.

   c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on contract items or the current wholesale price for such materials delivered to the Jobsite, whichever price is lower.

   d. If, in the opinion of the Engineer, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned, delivered to the Jobsite less cash or trade discount. The City reserves the right to furnish materials for the Work and no claim shall be made by the Contractor for costs and profit on such materials.

   e. For the purposes of this Section, a "Supplier" is defined as any person or persons, firm or business, who supplies materials of construction and/or permanent equipment, but who does not perform any portion of the Work of the Contract on site, for the Contractor, except that labor or labor supervision which may be required by some manufacturers as part of their equipment installation for warranty or other purposes.

3. Equipment Costs, including ownership, lease or rental costs, as well as operating costs, for individual equipment units whose replacement value is in excess of $500. Transportation and set up costs shall be included, but only if the equipment is imported to the worksite solely to perform work on the Extra Work described in the Change Order and the Contractor can demonstrate that the changed work cannot or could not be performed economically with equipment already at the site. Equipment costs shall be determined in accordance with the requirements set forth in Subsection G.

4. Small tools, equipment, consumables and incidental costs: No separate payment will be made for the use of small tools or equipment with a replacement value of $500 or less. This applies to tools and equipment owned by the Contractor or its subcontractors of any tier. Also, no separate payment will be made for fuel, lubricants, tool or equipment repairs, tool or equipment maintenance, consumables, drinking water, sanitary facilities or other incidentals. These costs are already included as a part of Markup.

5. Subcontractor Costs, including their overhead and profit, provided that such costs are direct costs to the Contractor for performing the Extra Work as set forth in Subsections B through G.

C. Time and Materials Work

The costs of all Changed/Extra Work submitted under the Time and Materials (T&M) method shall be formulated in accordance with the provisions of Subsections B through I.

Unless otherwise stipulated on the Change Order, the "Not-to-Exceed" amount for all T&M Change Orders is $10000. The Contractor is responsible for tracking costs and for notifying the Engineer in writing when costs approach 50% and 75% of the "Not-to-Exceed" amount. In addition, if the Changed/Extra Work cannot be completed within the "Not-to-Exceed" limit, the Contractor shall notify the Engineer in writing, and in a timely manner, that the limit requires an increase. The City will only reimburse eligible costs up to the "Not-to-Exceed" amount.

The Contractor shall notify the Inspector at the beginning of each day when Changed/Extra Work is being performed. The Contractor shall notify the Inspector of the Changed/Extra Work being performed and describe the personnel involved, whether by Contractor forces or by its subcontractors at any tier. Failure to notify the Inspector prior to the start of Changed/Extra Work serves as the Contractor's waiver to claim for compensation on that day.

For each working day, the Contractor shall submit a "Daily Extra Work Report" (DEWR) to the Inspector. The "Daily Extra Work Report" shall summarize labor,

equipment and materials supplied. The Inspector will only consider Forms that are properly completed as described below.

1. Separate forms must be used for labor and for equipment/materials.

2. Labor, equipment, material or expenditures that are not included on The DEWR are ineligible for payment. There will be no exceptions to this requirement. It is the responsibility of the Contractor to include any and all items of labor, equipment, or material for which it requests compensation for each day's work completed.

3. Information required on the Labor form shall include name of personnel, personnel classification, and only the number of hours worked on Changed/Extra work for the day being reported. Since the overhead allowance already includes all necessary supervision, any hours for additional supervision or non-working foremen are ineligible for additional payment. The premium pay for a general foreman is eligible for payment only if the general foreman is a working foreman and a general foreman was required by a Union Labor Agreement or otherwise approved by the Inspector. The general foreman rate is eligible for payment only during the time that a general foreman was required for the Changed/Extra Work.

4. Information required on the Equipment/Material shall include Contractor-owned equipment and/or tools, and rented equipment or tools for which compensation is requested. Information shall include the type of equipment, size of equipment, equipment identification number, appurtenances, and only the number of hours worked on the Changed/Extra work.

5. The only allowable materials are materials delivered to the job site and/or incorporated only into the Changed/Extra work. The allowable materials shall be listed on the T&M sheet for the day that they are delivered to the job site and/or incorporated into the Changed/Extra work.

6. Delivery ticket(s) and/or bill(s) of lading for rental equipment and/or tools delivered to the site and/or material incorporated into the work for the day being reported must be attached with the T&M sheet for that day. No payment will be allowed for materials and/or rented equipment unless receipt(s) or bill(s) of lading is attached. If the request for payment is not substantiated by original vendor/supplier invoices, acceptable copies of original invoices, or other documentation acceptable to the Inspector, the City may establish the cost of the item(s) at the lowest possible wholesale price or rental rate applicable while the work was being performed.

7. Failure to submit the required "Daily Extra Work Report of Time and Material Work" by the close of the next working day shall waive all rights for that day unless otherwise approved by the Inspector. Work that cannot be substantiated by a "Daily Report", approved and signed by the Inspector, is ineligible for payment.

8. The Contractor is responsible for preparing the "Daily Extra Work Report" for work by its Subcontractors and submitting the Forms to the Inspector on time.

9. The Contractor must have each "Daily Extra Work Report" verified by the Inspector. After the "Daily Extra Work Report" is approved by the Inspector, both the Contractor and Inspector sign the report. The original "Daily Extra Work Report" is retained by the Inspector with a copy provided to the Contractor.

10. When the "Daily Extra Work Report" is signed by the Inspector and the Contractor, it is binding on the Contractor and its Subcontractors.

11. When agreed to by the Inspector, the Contractor may submit a supplemental "Daily Extra Work Report" for labor, materials, or equipment for which the Contractor requests compensation but failed to list on the original daily report.

    a. These supplemental forms shall be marked "SUPPLEMENTAL".

    b. Unless otherwise approved by the Inspector, the supplemental forms may only be submitted for approval up to two (2) working days following the date when the work was performed.

No payment will be allowed for labor, materials, or equipment included on T&M sheets not signed by the Contractor and the Inspector. Payment will not be allowed for labor, materials, or equipment included on T&M sheets signed by anyone other than the Inspector or the Inspector's immediate supervisor.

D. General

It is the intent of the City to settle all Change Orders full and final at the time the Change Order is issued. Therefore, the following paragraph shall be made a part of all Change Orders, whether included or not on the actual change order:

> "The compensation (time and cost) set forth in a Change Order comprises the total compensation due the Contractor, all Subcontractors, and all Suppliers, for the Work or change defined in the Change Order, including impact on unchanged work. By signing the Change Order, the Contractor acknowledges and agrees on behalf of himself, all Subcontractors, and all

Suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all Suppliers as a result of the change. The Contractor, on behalf of himself, all subcontractors, and all Suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any type for any reasonably foreseeable cause shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the Work under this Contract."

Costs which shall not be paid in Change Orders under this Contract include, but are not limited to, interest costs of any type; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or Change Order proposals; lost revenue; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not at the site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; and the costs of corporate officer or staff visiting the site; any compensation due to the fluctuation of foreign currency conversion or exchange rates; loss of other business; changes in taxes or increased tax rates of any kind or any costs identified as unallowable under the provisions of the Federal Acquisition Regulations.

Extensions of time shall be based solely upon the effect of delays to the Work as a whole. Extensions of time shall not be granted for delays to the Work, unless the Contractor can clearly demonstrate, through analysis of the current updated schedule, that the delay to the Work as a whole arose or will arise from causes other than normal weather, beyond the control and without fault or negligence of the Contractor, or any Subcontractor, at any tier, and that such delays did or will, in fact, delay the progress of the Work as a whole. The Contractor shall not be entitled to a time extension unless it submits a Time Impact Analysis which is a calculation of the extent of the delay to the end date of the Work and which shows that the Work has been or will be extended beyond the current Contract completion date. A Time Impact Analysis is a scheduling procedure which utilizes the networking techniques (fragnets) and a written analysis of the facts associated with the alleged delay to demonstrate the effect of the alleged delay on the critical path of the schedule. A "fragnet" is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing current updated schedule to demonstrate (mathematically and graphically) the influence of the alleged delay on the end date of the Work and shall be the sole method for incorporating delays and impacts into the schedule. The objective of a

Time Impact Analysis is to pinpoint, isolate, and quantify all time impact associated with a specific issue and determine its time relationship to past or current delays. Time extensions shall not be allowed for delays to parts of the Work that are not on the critical path of the currently approved monthly updated project schedule. Time extensions shall not be granted, nor delay damages of any kind whatsoever paid to the Contractor, until all available float, slack, or contingency time on the project is used and the end date of the Work is moved beyond the current, adjusted Contract completion date.

The cost summary, cost breakdowns and requests for cost reimbursement submitted by the Contractor (for delay, disruption, hindrance and interference associated with the changes, additions, deletions or extras) shall be itemized in a manner that, with mathematical certainty and without reliance upon probabilities or inferences, segregates the direct, actual reimbursable costs associated with each individual, change, addition, deletion, extra and (on an event-by-event basis) each individual delay or disruption event. Such cost summaries, breakdowns or requests shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to calculate the Contractor's additional costs of performance of the extra, change, addition or deletion (including without limitation the additional costs of delay, disruption or other impact) based on the difference between Contractor's total actual Project or line item costs (with or without fee) and its original bid estimate for the Project or any original bid estimate line item. In connection with the foregoing, Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that will reflect (i) the actual costs incurred or saved for each individual item of Extra Work, change, addition, deletion (including without limitation any costs of associated delay, disruption, interference, hindrance and the cumulative impact of each extra, change, addition, deletion on other parts of the Work); and, (ii) on an event-by-event basis, the effect of each delay or disruption that forms the basis of each request for extension of time, regardless of their scope, number, complexity, cumulative effect, or time of issuance or occurrence.

Except as provided in Section 6-6 of the General Conditions, Contractor shall have no right to recovery of any compensation, costs, expenses or damages resulting from delay, disruption, interference, or hindrance in the performance of the Work (including without limitation interruption of schedules, excess or extraordinary extended field and indirect overhead costs, loss of productivity and the impact, ripple or cumulative effect on other Work).

Contractor waives any claim or rights and remedies based on abandonment, quantum merit, rescission or other similar legal theory by reason of any of the following circumstances, which the Contractor acknowledges and agrees are within the reasonable contemplation of the parties: (i) changes, additions, deletions and extras to the Work after execution of the Contract and issued from time to time throughout the period of construction, regardless of their scope,

number, cumulative value, or complexity, to correct errors, omissions, conflicts, and ambiguities in the Contract Documents, or to implement discretionary changes to the scope of Work requested by the City; (ii) the issuance and performance of changes, additions, deletions and extras in a manner that is not in sequence with the as-built or as-planned progress of the Work; (iii) changes due to Differing Site Conditions; (iv) suspensions of the Work or parts thereof, or limitations on access to portions or all of the Work, for the convenience of City or in the interests of the Project; (v) delay or disruption to the Work due to failure of the City, Engineer or Inspector to timely perform any contractual obligation.

E. Markups – Overhead and Profit

1. In addition to the direct expenditures specified for labor, materials and equipment in Subsection B, a lump sum will be paid for all overhead and profit, including: All insurance costs other than specifically mentioned in this Section, all field and office supervisors and assistants, all onsite project administration, security costs, the cost of small tools and consumables, incidental job burdens, and all general home office expenses and no separate allowance will be made therefor. Assistants to field and office supervisors include all clerical, stenographic, and general office help. Incidental job burdens include, but is not limited to, office equipment and supplies, temporary toilets, telephone, utilities, safety equipment, warning devices, personal protective equipment, and conformance to OSHA requirements. Project administration includes, but are not limited to, review and coordination, estimating, engineering, scheduling, and expediting relative to Change Orders, and updating and furnishing Record Drawings to incorporate changes, schedule update, supervision not applied solely to the Work of the Change Order, home office salaries and expenses, and City of Redlands Business Tax. Such lump sum shall conform to the following schedule of percentages of the total amount of direct expenditures of the Contractor and subcontractors.

(a) Work by Contractor. The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Direct Labor	20%
2) Direct Materials	15%
3) Direct Equipment	15%

(b) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in (a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

2. Bonds and Insurance

An additional allowance of one percent (1%) of all direct costs (less markup) is allowed.

3. Add/ Deduct Changes

The overhead rates determined above shall be applied to all additive Change Orders, except those utilizing as-bid Unit Prices listed in the Bid Proposal.

Any change in the Work involving both extras and credits shall show a net total cost, including subcontracts. Allowances for overhead and profit to the net total cost, as specified herein above, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was signed.

4. When all or any part of the extra work is performed by a Subcontractor, the markup established in subsection 1.1.E.1 shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first $5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of $5,000 of the subcontracted portion of the extra work may be added by the Contractor.

F. City Furnished Materials, Equipment and Services

The Engineer reserves the right to furnish materials, equipment and services deemed expedient for use on the Changed/Extra Work. The Contractor shall have no claim for profit or overhead on the cost of such materials, equipment and services.

G. Equipment Costs

The rates for rental or leased equipment shall not exceed the rates listed in the Caltrans Labor Surcharge and Equipment Rental Rates (Caltrans LS&ERR). For T&M Change Orders, the rates are established by the actual paid invoice(s) that comply with the requirements of Subsections G.1 and G.3. Owned equipment costs shall not exceed the rates established by Subsection G.2. The most recent published edition in effect at the commencement of actual equipment use shall be used.

The rates paid for any rented or leased equipment or tools shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidental costs associated with the operation of the equipment or tools.

It is the responsibility of the Contractor to include any appurtenances added to equipment which would increase the basic rate for said equipment (i.e., hoe-ram, oversize bucket, and etcetera) as established in the acceptable rental rate guide. All equipment and/ or tools shall be acceptable to the Inspector, in good working condition, suitable for the purpose for which it is to be used, and necessary to complete the Changed/Extra Work. Payment will be based on the manner in which the equipment was actually powered, operated and modified per the equipment manufacturer's recommendations.

1. Rented or Leased Equipment

For equipment rented or leased (including lease with purchase option) in arm's length transactions from outside vendors, the Contractor shall be paid the actual invoiced, rented or leased rates provided that the invoiced lease or rental rates do not exceed the rates set forth in the Caltrans LS&ERR. Arm's length rental or lease transactions are those in which the firm involved in rental or lease of such equipment is not associated with, owned by, have common management, directorship, facilities, or stockholders with the firm renting the equipment. Submittal by a Contractor of a rental or leased invoice from the lessor will be prima facie proof of compliance with the above. However, such invoices are not conclusive proof; if questioned, the burden of proof remains with the Contractor. In no event shall the leased equipment rate billed to the City be at rates exceeding those prescribed in the following table:

Actual Usage (Change Order & Contract Work Combined)	Payment Category
Less than 8 hours	Hourly Rate
8 or more hours but less than 7 days	Daily Rate
7 or more days but less than 30 days	Weekly Rate
30 calendar days or more	Monthly Rate

a. When in Use:

Actual equipment use time documented by the Inspector shall be the basis that the equipment was utilized on the changed work and paid for under the Change Order. In addition to the lease or rental rate, equipment-operating costs shall not exceed the estimated hourly operating rate as set forth in the Caltrans LS&ERR. The hours of operation shall be based upon actual equipment usage on the changed work as recorded by the Inspector. For multiple shift work sequences, the allowable equipment rate shall not exceed fifty percent (50%) of the base rate, for second or third shifts.

b. When Idle:

Idle equipment is equipment on site and necessary to perform the Work under the change but not in actual use due solely to the impact of the changed work. Equipment operating costs due to idle time, documented by the Inspector, shall be paid at the rate determined in "G" (1) above. Idle time shall include a reasonable time allowance to and from the project site.

Payment for equipment or tools shall be limited to hours actually worked on the Changed/Extra Work if the equipment or tool is already on site for Work under the original Contract. No "standby" time will be paid for equipment already on site for Work under the original Contract.

If equipment or tools are used intermittently and, when not in use, could be returned to the rental source at less expense than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the City.

2. Owned and Other Equipment

Equipment rates for owned equipment or equipment provided in other than arm's length transactions shall not exceed the total hourly costs as set forth in the Caltrans "Labor Surcharge and Equipment Rental Rates" effective at the time the work is performed. (The Caltrans equipment rental rates are available on the internet at http://www.dot.ca.gov/hq/construc/equipmnt.html.) If the equipment is not listed in Caltrans LS&ERR, then the Rental Rate Blue Book shall be used. When using the Blue Book, the hourly rate for any period less than 7 days shall be the weekly rate divided by 40, plus the Operating Cost. Except as noted herein below, this equipment hourly rate plus the estimated operating cost per hour from the Blue Book will be paid for each hour the equipment actually performs the Extra Work. Daily records listing the equipment units and their respective operators, identification code, and actual usage on the Work under the Change Order, as certified at the end of each work day (or work shift if the Work is being performed in multiple work shift sequence) by the Inspector shall be the record upon which actual equipment use shall be based. For multiple shift work sequences, the Caltrans overtime factor shall be applied (When using the Blue Book one-half the Non-Operating Cost will be deducted for second and third shifts. The Non-Operating Costs are the Blue Book monthly or weekly/40 rates, as applicable.). It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

a. When Idle:

Payment for equipment necessary to be on the site to complete the Work, but not in actual use due solely to the impact of the changed work, shall be paid per the table in Caltrans Standard Specifications Section 9-1.03A(3b), provided that its presence and necessity on the site has been documented by the Inspector, and further provided that the equipment was idled solely by actions of the City. Idle equipment time will only be paid as a function of delays specifically directed or caused by the City's actions. In no event shall the idle time claimed in a day for a particular piece of equipment exceed the normal work schedule established for the project - usually eight (8) hours per day or forty (40) hours per week, and excluding Saturdays, Sundays, and holidays. For multiple shift work sequence, the allowable idle equipment rate shall not be allowed, for second or third shifts. It is agreed that this rate shall represent payment in full for all the Contractor's direct costs.

3. Equipment Haulage and Set Up Costs

Documented and actual equipment haulage and set up costs shall be paid for, if applicable as set forth in Subsection B.3.

4. Other Equipment Cost Guides

In the event that a piece of equipment used on a Change Order is not listed in Caltrans or the Blue Book, costs may be derived from the Associated General Contractor's of America Equipment Ownership Guide, the Associated Equipment Dealers Guide, or the Equipment Rate Guide published by the U.S. Army Corps of Engineers as adjusted appropriately for the type of work and use and the regional area of the Work under this Contract.

H. Records

At any time should the Contractor deviate substantially from the schedule, method and sequence of operation, equipment, cost or pricing data furnished by the Contractor and agreed to by the City in connection with the Change Order or should the City determine that any price negotiated in connection with the Change Order is defective due to such deviation or the fault of the Contractor, the City reserves the right to reduce the Change Order cost and reissue the Change Order at the amount in which the City determines to be the actual costs to complete the change.

Whenever any material or process is indicated or specified by patent or a proprietary name, or by name of a manufacturer in the Change Order, such direction shall not relieve the Contractor's responsibility or obligation to perform

work in accordance with the contract requirements. The Contractor shall be solely responsible for, and have control over construction means, methods, techniques, sequences and procedures, coordination of all portions of the contract and Change Order work.

The Contractor shall on a weekly basis submit an approximate accounting of the amount expended on the Time and Materials work to date and an estimate of the Impact to the time of performance of work.

I. Partial Payments for Time and Materials Work.

Progress payments for Time and Materials work shall only be made if the anticipated cost of the changed work is in excess of $50,000 and/or the time to perform the changed work will exceed two (2) months duration. To receive payments for Time and Materials work, the Contractor shall submit to the Engineer an invoice of the daily reports which were verified by the Inspector, with details and documents, verifying the Contractor's and Subcontractor's actual costs incurred for the Time and Materials work as set forth in Subsections B through H. Costs shall be submitted within thirty (30) calendar days after the T&M work has been satisfactorily completed unless an extension of time for submittal is authorized in writing by the Inspector.

END OF SECTION

SECTION 01298 SCHEDULE OF VALUES

1.1 GENERAL

A. The Schedule of Values shall be used as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. The Schedule of Values shall be a schedule of cost loaded construction activities equal, in total, to the lump sum bid and shall be in such form and sufficient detail to correctly represent a reasonable apportionment of the lump sum. Prior to submitting an invoice for payment, the CONTRACTOR shall have submitted a detailed Schedule of Values and obtained approval from the ENGINEER.

B. Each lump sum bid item on the Schedule of Work and Prices, as set forth in the Bid must be broken down separately. The breakdown of each lump sum bid item must cover the cost of construction required by the contract documents for that item. The sum of the values for the construction activities, within a bid item, must equal the total bid amount for that item. The breakdown shall include subcontract amounts which shall not deviate from the amounts submitted in the Bid Proposal. The CONTRACTOR shall provide certification from the Subcontractors certifying the subcontract amounts.

C. Each activity in the Schedule of Values shall delineate one construction activity. For example, the placement of concrete between construction joints, the construction of an electrical duct bank or pipeline between points A & B. The costing for each activity should include all costs for the labor and materials or equipment required to complete the activity. For example, concrete construction activities should include all costs for the forming, placing of reinforcement, placing concrete and curing. The cost for pipeline construction activities should include materials, equipment and installation including pipeline supports or thrust blocks. The excavation and backfill for a pipeline or structure may be separate activities. The Contract Price breakdown shall include the itemized costs for the plant establishment and any maintenance services to be performed before the final project acceptance is made. No non-construction activity shall be cost loaded.

D. The CONTRACTOR shall use cost loaded construction activities from the Construction Schedule as a Schedule of Values. Each construction activity shall be encoded to its bid item and a sort provided for each bid item totaling the cost loaded amount. The total of the Cost Loaded amounts for each bid item shall equal the amount bid for that item. The total of the Schedule of Values shall equal the current Contract value at all times. At any time during the progress of the Work of the Contract the INSPECTOR reserves the right to review the cost loading of the Schedules of Values and direct necessary revisions. When requested by the INSPECTOR, the CONTRACTOR shall provide all information necessary to substantiate the cost loading.

E. Attached are samples of the Schedule of Values. The City will provide project specific Schedule of Values for the CONTRACTOR to use throughout the project at the Preconstruction Meeting. The Schedule of Values must be used by the CONTRATRACTOR at the time of each progress payment.

END OF SECTION

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:
INVOICE DATE:
INVOICE NO.

Contractor Name
Address
Address
Phone :

BID ITEM/DESCRIPTION OF WORK FOR BID ITEM		QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
						QTY	$ VALUE	QTY	$VALUE		
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00

Project Name

PROJECT NUMBER:

FOR BILLING PERIOD ENDING:

INVOICE DATE:

INVOICE NO.

Contractor Name
Address
Address
Phone:

	BID ITEM/ DESCRIPTION OF WORK FOR BID ITEM	QUANT.	UNIT	UNIT BID PRICE	ITEM BID PRICE	WORK PREVIOUSLY COMPLETED		WORK COMPLETED THIS MONTH		TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
						QTY	$ VALUE	QTY	$VALUE		
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00			0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
					$0.00		$0.00		$0.00	0.0	$0.00
	TOTALS				$0.00		$0.00		$0.00		$0.00

SUMMARY OF CHANGE ORDERS	QTY	UNIT	UNIT BID PRICE	QTY	$ VALUE	QTY	$ VALUE	TOTAL QTY TO DATE	VALUE OF WORK COMPL TO DATE
CHANGE ORDER NO. 1	1	LS						0.0	$0.00
CHANGE ORDER NO. 2	1	LS						0.0	$0.00
CHANGE ORDER NO. 3	1	LS						0.0	$0.00
CHANGE ORDER NO. 4	1	LS						0.0	$0.00
CHANGE ORDER NO. 5	1	LS						0.0	$0.00
CHANGE ORDER NO. 6	1	LS						0.0	$0.00
CHANGE ORDER NO. 7	1	LS						0.0	$0.00
CHANGE ORDER NO. 8	1	LS						0.0	$0.00
CHANGE ORDER NO. 9	1	LS						0.0	$0.00
CHANGE ORDER NO. 10	1	LS						0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
								0.0	$0.00
CHANGE ORDERS TOTAL			$0.00				$0.00		$0.00

		VALUE OF WORK COMPLETED TO DATE	$0.00
ORIGINAL CONTRACT PRICE	$0.00	AMOUNT DUE THIS PERIOD INCL RETENTION	$0.00
TOTAL AMOUNT OF CHANGE ORDERS	$0.00	LESS 5% RETENTION	$0.00
ESTIMATED TOTAL CONTRACT PRICE TO DATE	$0.00	**AMOUNT DUE THIS PERIOD**	**$0.00**

SECTION 01321 CONSTRUCTION SCHEDULE

1. THE REQUIREMENT

A. It is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the Work are of the essence of this Contract.

B. The CONTRACTOR'S representative in charge of scheduling is required to attend all meetings pertaining to scheduling and progress of the Work.

C. The CONTRACTOR shall submit to the ENGINEER 3 hard copies and the electronic file of the CONTRACTOR'S Construction Schedule (the schedule) at the time of the preconstruction meeting. The schedule shall be either a Critical Path Method (CPM) Network or a detailed Bar Chart with the critical path clearly shown. If the CPM network option is used, then Primavera Project Management or Microsoft Project shall be the scheduling software. If a detail Bar Chart is used, Microsoft Excel shall be the software utilized. The schedule shall include the following:

1. Activity ID,
2. Activity Description,
3. Start date for each activity,
4. Finish date for each activity,
5. Original duration,
6. Predecessor,
7. Successor,
8. Percent Complete,
9. Remaining Days.

A minimum of seven (7) calendar days for review of each schedule. Schedule activities shall be of sufficient detail to assure adequate planning has been done for proper execution of the Work and such that, in the sole judgement of the ENGINEER, it provides an appropriate basis for monitoring progress. The schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of Final Completion shown in the Contract. Submittal and approval of the schedule in accordance with the requirements of this Section is a condition precedent to the issuance of any payments under this Contract. Once the schedule is approved it will become the baseline schedule and must be shown and compared on all subsequent schedule submittals.

D. Float, slack time, or contingency within the schedule (i.e., the difference in time between the project's early completion date and the required Contract Completion date), and total float within the schedule, is not for the exclusive use of either the CITY or the CONTRACTOR, but is a jointly owned expiring resource available to and shared by both parties. Pursuant to this float sharing requirement, use of

float suppression techniques shall be cause for rejection of the schedule and any revisions or updates.

E. Time extensions shall not be granted nor delay damages paid until a delay occurs which is beyond the control and without the fault or negligence of the CONTRACTOR and its Subcontractors or Suppliers, at any tier, and which extends actual performance of the Work beyond the current Contract completion date and the completion date projected by the current, approved, updated schedule. If the delay occurs along a path, which the current approved Construction Schedule update projects late completion prior to addition of any CITY caused delay, then the time extension allowed will be only for the additional delay demonstrated by the approved Time Impact Analysis. Time extensions shall be granted only if they are clearly demonstrated by the CONTRACTOR through the submittal, within seven (7) calendar days after the delay occurs, of a Time Impact Analysis which demonstrates the estimated impact on the end date of the Work; is based upon the updated Construction Schedule current as of the month the delay occurred; and demonstrates that the delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of Work or other means.

If a time extension if granted by the CITY, the updated schedule reflecting the change shall become the baseline and be reflected schedule and must be shown and compared on all subsequent schedule submittals.

Since float time within the Construction Schedule is jointly owned, it is acknowledged that CITY caused delays on the project may be offset by CITY caused time savings (e.g. critical path submittals returned in less time than allowed by the Contract or approval of substitution requests which result in a savings of time to the CONTRACTOR). In such an event, the CONTRACTOR shall not be entitled to receive a time extension or delay damages until all CITY caused time savings are exceeded and the Contract completion date is also exceeded.

F. If the initial schedule submitted shows completion of Work more than thirty (30) calendar days in advance of the Contract completion date, the ENGINEER may, at no cost to the CITY, decrease the Contract duration by issuance of a Change Order which changes appropriate Milestone Date(s) and the Contract completion date to the completion date reflected on the schedule. Any approved schedule, revision, or update having an early completion date shall show the time between the early completion date and the Contract completion date as "project float".

G. Comments made by the ENGINEER on the schedule during review will not relieve the CONTRACTOR from compliance with all requirements of the Contract. The ENGINEER may request that the CONTRACTOR and all major Subcontractors (defined herein as being any Subcontractor, Sub-Subcontractor, or Supplier with five (5) percent or more of the value of the Contract) participate in

review of any schedule submission. All revisions shall be submitted within seven (7) calendar days after the ENGINEER'S review.

H. Two copies of an updated schedule shall be submitted to the ENGINEER for approval with the submittal of each CONTRACTOR'S monthly payment request or the monthly payment request will be withheld. For those activities started but not yet completed at the time of submittal, the updated schedule shall reflect the percentage complete, as agreed between the CONTRACTOR and the INSPECTOR, and an estimate of the remaining duration. The monthly update of the schedule shall include an updated bar chart with logic arrows or network diagram and include the same additional data as required by Section 1.C. If the CPM network option is used, the schedule shall be calculated using remaining durations and the progress override option. The monthly update shall also include a complete, hard copy list of all the changes made from the previously approved submittal. If the schedule is done using Primavera, use a Claim Digger report for the list of changes.

I. The submittal of an updated schedule which meets the requirements of this Section, accurately reflects the status of the Work (for all previously accepted activities), and incorporates all approved changes into the schedule, shall be a condition precedent to the processing of the monthly payment application. (Actual and/or forecast dates for status of additional submittal cycles shall be added without the prior approval of the Engineer.) Updated schedules shall also be submitted at such other times as the ENGINEER may direct. Upon approval of a Change Order or issuance of a notice to proceed with a change, the approved change shall be reflected in the next schedule update.

J. If completion of any part of the Work, delivery of equipment or materials, or submittal of CONTRACTOR submittals is behind schedule and will impact the end date of the Work, the CONTRACTOR shall submit a written recovery plan acceptable to the ENGINEER for completing the Work by the current Contract completion date, if requested by the ENGINEER.

K. As a condition precedent to the release of any retained funds, the CONTRACTOR shall, after substantial completion of the Work has been achieved, submit a certified, final schedule which accurately reflects the manner in which the project was constructed and includes actual start and completion dates for all activities on the schedule.

END OF SECTION

SECTION 01322 CONSTRUCTION PROGRESS PHOTOGRAPHY

1.1 GENERAL

A. Required**:** Provide photographs taken at the Jobsite at the specified stages of Contracted Work in accordance with provisions of this Section.

1. The Contractor shall provide the City with photos with addresses identifying each property location, the direction the photograph was taken (facing North, South etc).

2. Take first photographs just before CONTRACTOR starts any work operations at the Jobsite.

3. Take final photographs when all Contracted Work has been completed, regardless of time interval since previous photographs were taken.

1.2 SUBMITTALS

Except as otherwise directed by the ENGINEER, submit all photographs electronically on a CD/DVD organized by phase of construction and location.

1.3 QUALITY ASSURANCE

Photographs and prints to be of professional quality; clear, in focus, with high resolution and sharpness, and with minimum distortion.

END OF SECTION

SECTION 01323 CONSTRUCTION STATUS REPORTS

1.1 REQUIREMENTS

A. Daily Status Report

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, unusual occurrences and etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and approved by the City and shall be submitted to the Project Manager at the conclusion of each work week.

The Contractor shall also have workers on the project sign in and out each day on the City of Redlands Daily Sign In Sheet which shall state the name, times in and out and the work performed by each worker on the project each day. The completed Daily Sign In Sheets shall be submitted to the City of Redlands Project Manager at the end of each work week. Failure to submit daily reports and daily sign in sheets to the Project Manager on a weekly basis will result in a possible and temporary suspension of work until reports are submitted.

B. Weekly Status Report

During the construction phase of the Work, the CONTRACTOR shall submit weekly written status reports to the ENGINEER and the INSPECTOR. The report shall contain a record of inspections and tests, not performed by CITY forces, for all Work accomplished subsequent to the previous report and shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

2. Inspections and tests, and location of inspections and tests that were made.

3. Results of inspections.

4. Reports of tests performed, including those specified, with the results of the tests, and acceptance criteria, including failures and remedial action to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed, including the approximate expected date that test results will be reported.

5. Report of any nonconforming items/activities. Nonconformance report forms designed solely for this purpose shall be utilized.

6. Results of inspections of material and equipment done upon their arrival at the Jobsite and prior to their incorporation into the Work. This includes, but is not limited to, compliance with approved submittals, damage, and proper storage requirements.

7. Offsite quality control activities.

8. Instructions received from the ENGINEER or INSPECTOR.

9. In all cases, the report must be verified and signed by the CONTRACTOR'S representative. The verification is to contain the statement that all supplies and materials incorporated in the Work are in compliance with the terms of the Contract except where noted.

C. 3 Week Look Ahead Schedule

During the construction phase of the Work, the CONTRACTOR shall submit 3 Week Look Ahead reports to the ENGINEER at the weekly progress meetings or as directed by the ENGINEER. The report shall include the following information:

1. Type of work under way during the time frame of the report (e.g., earthwork, concrete work, structural steel erection, equipment manufacturing, component installation).

D. Miscellaneous Submittals

CONTRACTOR shall prepare a Daily Construction Report recording the following information concerning events at the job-site and submit original copies to the ENGINEER at weekly intervals for approval:

1. List of Subcontractors and Sub-Subcontractors at the site**,** types of works and job location.

2. Count of CONTRACTOR’S personnel at the site**,** name, type of work, hours completed and job location.

3. Construction equipments at the site.

4. High and low temperatures, general weather conditions.

END OF SECTION

SECTION 01330 SUBMITTALS

1.1 THE REQUIREMENT

A. The CONTRACTOR shall furnish a schedule and list of all required submittals to the ENGINEER, including required submittals by all Subcontractors.

B. Wherever called for in these Specifications or on the plans, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, two (2) hard copies and one electronic (PDF) copy of each submittal. The term "submittal" as used herein shall be understood to include detail design calculations, design drawings, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, samples, and similar items. Unless otherwise required, said submittals shall be submitted to the ENGINEER at a time sufficiently early to allow review of same by the ENGINEER and to accommodate the rate of Construction Progress required under the Contract without delaying the Contract Work and with due regard for the possibility of resubmittals. All submittals shall be in English.

C. All design or shop drawings or other submittals shall be accompanied by a transmittal form for each submittal. Any submittal not accompanied by such a form may be returned, at the ENGINEER'S discretion, for resubmittal.

D. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates a review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

E. Shop Drawings shall show in detail the size, sections, and dimensions of all the member(s); the arrangement and construction of all connections and joints; all holes, straps, and other fittings required for attaching work and other pertinent details. When required, engineering computations shall be submitted. The CONTRACTOR shall be responsible for delivering reviewed copies of shop Drawings to all others whose work is dependent thereon. The CONTRACTOR shall maintain at the site of the Project, at all times, a complete file of approved Shop Drawings and manufacturers' data for this Project.

F. Except as may otherwise be provided herein, the ENGINEER will return prints of each submittal to the CONTRACTOR, with its comments noted thereon, within twenty (20) calendar days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal

item. The CITY reserves the right to withhold moneys due the CONTRACTOR to cover additional costs of the ENGINEER'S review beyond the second submittal. Submittal will be returned to the CONTRACTOR with one of four (4) markings:

1. If a submittal is returned to the Contractor marked "NO EXCEPTIONS," formal revision and resubmission of said submittal will not be required.

2. If a submittal is returned to the Contractor marked "EXCEPTIONS NOTED," formal revision and resubmission of said submittal will not be required, unless specifically requested.

3. If a submittal is returned to the Contractor marked "RETURNED FOR CORRECTION," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

4. If a submittal is returned to the Contractor marked "NOT ACCEPTABLE," the Contractor shall revise said submittal and shall resubmit the originally required number of copies of said revised submittal to the Engineer.

G. All Work for which Shop Drawings are required shall be performed in accordance with the reviewed and approved copies. Fabrication of an item shall not commence before the ENGINEER has reviewed the pertinent submittal and returned the copies to the CONTRACTOR marked either "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED“. Revisions indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for claims for extra work.

H. All CONTRACTOR submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR prior to submission to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR as being correct and in strict conformance with the Contract Documents. No consideration for review by the ENGINEER of any CONTRACTOR’S submittal will be made for any items which have not been so certified by the CONTRACTOR. All noncertified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

I. Should the Shop Drawings or manufacturers data (for submittals required by the Standard Specifications or the specifications) show variations from the Contract requirements, the CONTRACTOR shall make specific mention of such variations in the letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment of the Contract; otherwise the

CONTRACTOR will not be relieved of the responsibility for executing the work in accordance with the Contract Documents, and the approved submittals.

J. The ENGINEER'S review of CONTRACTOR'S submittal shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions and conformance to the Specifications. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in the submittal. Any fabrication or other work performed in advance of the receipt of accepted submittals shall be entirely at the CONTRACTOR'S risk and expense. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

K. CONTRACTOR'S Coordination:

1. ENGINEER will return and will not review unrelated submittals.

2. The CONTRACTOR may be required to provide drawings, setting diagrams and similar information necessary for proper coordination of Contracted Work. Such data shall remain between the CONTRACTOR and CONTRACTOR'S Subcontractor and will not be reviewed by the ENGINEER unless specifically called for in the Contract Documents.

3. ENGINEER will not review any required Structural Shop Drawings, Structural Calculations, etc., not prepared or signed by a State of California licensed ENGINEER.

4. ENGINEER will return and will not review any submittal requiring coordination with other submittals until such other submittals or required information is received by the Consultant or ENGINEER.

L. CONTRACTOR'S Submittals: CONTRACTOR'S submittals required for performance of Contracted Work, shall include, but are not limited to, the following:

1. Schedule of Values for all Lump Sum items within the Proposal.

2. Construction Schedule and Notification to ENGINEER of completion of each milestone or percentage increment of the Work as required.

3. Submittal Schedule

4. Daily Construction Reports

5. Shop Drawings and Structural Calculations.

6. Manufacturer's Data and Specifications.

7. Samples

8. Templates

9. Certificate of Compliance

10. Construction Photographs

11. Substitutions

12. Record Drawings and Record Project Manual

13. Operation & Maintenance Manuals

14. Stock Materials, Spare parts, tools

15. Material Testing Results

16. Maintenance Logs and Maintenance Schedule.

M. CONTRACTOR shall conform to the provisions of the Contract Document and as may be specifically directed by the ENGINEER.

1. Preparation and processing of submittals shall be coordinated with Contracted Work operations, which include fabrication, purchasing and delivery of work items so as not to delay Contracted Work operations.

2. In each copy of the Submittal, mark every applicable material, product, equipment, manufacturer's data, product information, color samples, rating or values, part and model numbers, etc. by red color circle. Each of the submittal items must be clearly distinguishable from other unrelated or similar items listed in the Manufacturer's Catalog or Technical Specifications, Manuals, etc.

N. Coordination and Submittals:

1. Carefully review and coordinate all aspects of each item being submitted.

2. Carefully review contract drawings and technical sections, verify all work as laid out or indicated meeting the applicable codes and standards.

3. Ensure ample time for reviewing and processing of the submittals by the CITY or other authorized agencies, delays resulting from improper and untimely submittals shall be the responsibility of the CONTRACTOR.

4. Verify that all such submittal items conform to the Project Manual requirements noted in the Technical Sections.

5. Verify all site conditions and provide all required dimensions and measurements in Shop Drawings.

6. Where necessary, review the CITY'S comments, make changes and resubmit to local governing agencies for approval. Furnish the ENGINEER copies of the approved plans or drawings for review.

O. CONTRACTOR shall affix to each submittal, the CONTRACTOR'S signature certifying that required coordination has been performed and include on an attached label for processing and recording action taken, noting the following:

1. Name of the Project

2. Date of the Submittal

3. Name and address of Consultant

4. Name and address of the CONTRACTOR

5. Name and address of the Subcontractor(s)

6. Name and address of the Supplier

7. Name and address of the Manufacturer

8. Reference to Specification Section Number and Title

9. Reference to Drawing Sheet Number and detail(s)

10. Submittal Number

11. Priority Number and expected return date.

END OF SECTION

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THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

SUBMITTAL COVER SHEET

Project Name:		**Submittal Number:**	
Project Number:		**Date of Submittal:**	
Submitted By:			

Submittal Title:	

Priority Type (Select One):	☐ Low	☐ Normal	☐ High

Submittal Type (Select One):	☐ Pre-Construction	☐ Post-Construction

Category (Select One):	
☐ Product Data	☐ Close-Out
☐ Shop Drawing	☐ Warranty
☐ Mock Up	☐ Test Report
☐ Sample	☐ Operation / Maintenance Manual
☐ Certification	☐ MSDS – Material Safety Data Sheets
☐ As-Built	

THE CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT

REQUEST FOR INFORMATION (RFI)

Project Name:		**RFI Number:**	
Project Number:		**Date of RFI:**	
Submitted By:			

RFI Title:	

Work Impact? (Select One):	☐ No	☐ Unknown
	☐ Yes – Work Impeded	☐ Yes – Work Stopped

Question:

Proposed Solution (Optional):

Requestor:

Signature: _____

Title: _____ **Date:** _____

SECTION 01572 EROSION CONTROL PLAN

Contractor shall comply with all laws, codes, ordinances and requirements of governing agencies regarding the discharge of pollutants, air and water pollution control and any other requirements for this project. Within 5 days of the Notice to Proceed, Contractor shall submit two (2) hardcopies of the draft Erosion Control Plan to the City for review. Any corrections or changes shall be made to the Erosion Control Plan, approved by the Engineer and implemented prior to any construction work on this project. The plan shall be updated as necessary or required for compliance purposes.

Payment for work on this item shall be made as a percentage of work completed at each monthly payment. All work under this item shall be as shown on the approved drawing accepted by the City prior to any work on the project. The Contractor shall have all work installed and inspected by the City prior to any work on the project.

Full compensation for this item shall be in accordance with all state and federal NPDES rules, regulations, requirements and laws and shall constitute all work for providing, installing, maintaining and removing all work as required for all excavations, earthwork, grading, grinding, paving, concrete, runoff containment, and any other work performed within the project boundaries.

END OF SECTION

SECTION 01581 CONSTRUCTION INFORMATION SIGNS

1.1 THE REQUIREMENT

The City shall provide the Contractor with all required construction information signs for the project. The signs shall be installed at the locations noted in the plans, if included, or as otherwise directed by the Engineer. If the project consists of numerous sites, the construction information signs shall be relocated to each site as work progresses. The construction signs shall be installed the same day work commences on any construction site. If the sign is not installed prior to construction work beginning at a subsequent site, the City will install the information signs at the Contractor's expense.

The installation of each sign shall be the responsibility of the contractor to include mounting posts, hardware and any related incidentals to ensure the sign is placed in a safe and secure manner. For any sign required for multiple site projects, where the sign is frequently relocated and not anticipated to be installed in the ground on posts, the Contractor shall provide a Type III barricade for mounting. The contractor shall obtain approval from the Engineer following installation of the construction information sign. If the signs are installed in the ground with posts, proper vertical clearance shall be provided. The minimum vertical clearance shall be six feet within a parkway area and seven feet within the sidewalk.

The construction information sign shall remain visible at all times. The contractor shall replace stolen signs at their expense and maintain the signs, ensuring all graffiti, soil, paint, etc. is removed from the sign immediately. Upon completion of the project, each sign shall be removed and returned to the City. If the sign is not returned to the City at the completion of the project in the original condition, the cost of the sign shall be withheld from the final progress payment.

The Contractor shall notify Underground Service Alert (Dig alert) at least 2 working days, but not more than 14 calendar days, prior to performing any excavation.

Full compensation for furnishing all labor, equipment, materials, and tools required to perform the tasks noted above, and as ordered by the Engineer, shall be considered as being included in the various Contract items of work and no separate or additional compensation will be allowed therefore.

END OF SECTION

SECTION 01721 MOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Mobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in mobilization (in advance of construction operations and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no mobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for mobilization.

Mobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Obtaining all permits, licenses, insurance, and bonds. Providing copies to the ENGINEER.

2. Moving onto the Jobsite all of CONTRACTOR'S plant and equipment as required.

3. Erecting temporary buildings and other construction facilities.

4. Installing temporary construction power and wiring.

5. Establishing fire protection system for its temporary facilities.

6. Developing construction water supply.

7. Providing field office trailers for the CONTRACTOR, complete with all specified equipment, furnishings, utility services and required approvals from the CITY.

8. Providing sanitary facilities or connecting to onsite sanitary facilities as specified.

9. Providing for potable water facilities as specified. This includes a means by which all on site CONTRACTOR, Subcontractor or supplier personnel can wash their hands with soap.

10. Arranging for, and erection of, CONTRACTOR'S work and storage yards and sheds.

11. Submitting all required Subcontractor insurance certificates and bonds.

12. Posting all CAL/OSHA required notices and establishment of safety programs.

13. Furnishing of Construction Schedule, Contract Price Breakdown and Submittal Schedules.

14. Erecting all temporary fencing, including removal and disposal of existing temporary fencing.

END OF SECTION

SECTION 01722 SURVEYING

PART 1 - GENERAL

A. General

1. The CONTRACTOR shall be responsible for all surveys required to layout the Work and for the accuracy of all survey work for construction. The CONTRACTOR shall include the cost of all such survey work in their Bid. The CONTRACTOR shall have all construction surveying performed by a `Licensed Land Surveyor' or a `Civil Engineer' registered by the State of California to perform such work. The ENGINEER reserves the right to verify all survey work done by the CONTRACTOR.

2. The CONTRACTOR shall preserve the initial survey control points for the duration of their usefulness. Monumentation that is subject to disturbance or destruction shall be located and referenced prior to construction and relocated and referenced if necessary after construction, in accordance with the following requirements.

B. Construction Surveys

1. The CONTRACTOR shall provide all reference stakes and form checks necessary for construction and inspection of improvements. All construction staking shall be documented in cut sheets and provided to the ENGINEER. This staking may include but is not limited to: removals, joins, rough grade, slope, utilities, storm drains, sewers, curbs, walks, paving, wall and building stakes; and any other staking necessary for construction and inspection.

C. Reference Or Grade Stakes

1. A reference or grade stake shall be set for each grade change or angle point shown on the plan, standard plan, and shop drawing, in addition to the normal staking interval.

D. Form Checks

1. Forms shall be checked when durable points may be disturbed, removed, or are impractical to be used to verify the design location. The measured location shall be recorded in the survey field notes. All variations from the plan location shall be brought to the attention of the ENGINEER.

E. Staking Intervals And Offset Stake Lines

1. All staking intervals shall be in accordance as directed by the Engineer. Stake lines shall be set at an offset distance from the improvement to ensure proper grade, station, and alignment.

F. Utility Stakes

1. The CONTRACTOR shall provide stakes for all utilities, public or private, that require location or relocation, unless otherwise stated.

G. Additional Survey Work

1. The CONTRACTOR may be required to furnish additional survey work, such as profiles, restakes, Change Orders, etc., at the request of the ENGINEER or the INSPECTOR.

H. Accuracy

1. The CONTRACTOR shall use appropriate surveying methods to obtain the following standards: For fixed works (i.e. cast-in-place concrete; asphalt pavement, pipes and drains; and other items determined by the ENGINEER) the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.015 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that the semimajor axis of its 95% error ellipse is ±0.015 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.015 foot or less.

2. For excavation purposes, the following survey standards shall be used. The absolute horizontal accuracy, in relationship to the Engineer's control, shall be such that the semimajor axis of its 95% error ellipse is ±0.1 foot or less. The absolute vertical accuracy, in relationship to the Engineer's control, shall be such that its standard deviation is ±0.1 foot or less. The relative horizontal accuracy of survey points within the Project shall be such that semimajor axis of the 95% error ellipse is ±0.1 foot or less. The relative vertical accuracy of survey points within the Project shall be such that its standard deviation is ±0.1 foot or less.

I. Survey/Inspector

1. The CONTRACTOR shall provide to the INSPECTOR those measurements and control points necessary to determine the location and conformance to the plan, line, and grade of the improvements necessary for inspection purposes.

J. Survey Notes

1. The CONTRACTOR shall supply and keep notes on CITY standard format note sheets. The ENGINEER may request copies of, and otherwise review, survey notes at any time during the construction phase of the Project. Upon completion of the Project, the original survey notes shall become the property of the CITY and shall be delivered to the ENGINEER

PART 2 – MONUMENT PRESERVATION GUIDELINES

A. New & Reconstruction Projects

1. Prior to Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record above or below the surface, within the road right-of-way. It is suggested that this search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument is required.

c. The survey crew shall properly reference all found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item c, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered and disturbed monuments shall be reset with the same or more durable type of monument as the original, in the surface of the construction. Key monuments shall be a minimum 1” inside diameter iron pipe of appropriate length.

b. A monument box or other protective structure is recommended to be placed around key monuments (section corners, quarter section corners).

c. The authorized surveyor shall properly completes a Corner Record or Record of Survey for all set monuments with a change in character, including tag number, and submit it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

B. Overlay Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies shall be furnished to the survey crew.

b. The survey crew shall diligently search for all survey monuments of record and on the surface of the road. It is suggested the search would include the use of a metal detector. When the detector indicates the possibility of a buried survey monument, then digging below the surface to uncover the monument within 2" of the road surface is recommended.

c. The survey crew shall properly reference found survey monuments, which may be disturbed or covered during construction, to stable surface points.

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for the monuments noted in item 3, above. Prior to the start of any construction work, the original or a print of the Corner Record or Record of Survey shall be submitted to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the start of construction to provide documentation that the requirement is met.

2. After Construction and Prior to Notice of Completion

a. All covered or disturbed monuments and surface monuments are reset in the new road surface, or a new monument is set in the new road surface above the buried one.

b. All existing monument boxes will be adjusted to grade or replaced, as appropriate.

c. A monument box or other protective structure should be placed around key monuments (section corners, quarter section corners).

d. The authorized surveyor shall properly complete a Corner Record or Record of Survey for all set monuments and existing monuments with a change in character, including tag number and submits it to the County Surveyor for review, signature and filing. A copy shall also be provided to the City prior to the Notice of Completion to provide documentation that the requirement is met.

C. Slurry Seal Projects

1. Prior To Construction

a. The public survey records are to be researched for the location of all possible survey monuments within the scope of the project and copies furnished to for the survey crew.

b. All monument boxes shall be located and steps taken to ensure that the survey monuments inside are readily accessible upon completion of the project.

c. The survey crew shall diligently searches for survey monuments on the surface of the roadway, and identify said monuments recovered in the field to ensure that they will be protected. The survey crew shall inventory the monuments recovered in the field in a manner that allows for their recovery and inspection after construction.

2. After Construction and Prior to Notice of Completion

a. All monument boxes shall be inspected, and appropriate action taken when needed, to ensure that the survey monuments inside are readily accessible.

b. The survey crew shall review the inventory of found monuments by field inspection to ensure that all survey monuments are clean and exposed. Those monuments covered after construction is completed shall be uncovered.

D. Monument Tie Preservation

1. Prior To Construction

a. All existing survey monument ties within the scope of the project shall be researched and identified prior to construction. Surveyor may obtain existing tie sheets from the City as available.

b. If it is determined that all ties for a survey monument may be disturbed during construction, the Surveyor shall relocate the monument ties prior to construction, within improvements that will not be disturbed, and file the revised tie sheet with the City. A minimum of three tie points should reference each centerline monument, whenever possible

2. After Construction and Prior to Notice of Completion

a. If it is determined that the result of construction will not disturb all survey monument ties for a specific monument, the Surveyor shall replace all monument ties disturbed during construction per the following guidelines:

i. Monument ties shall be placed during the finishing process of the concrete improvements.
ii. Monument ties shall be set below the elevation of the adjacent top of curb to provide protection from any future cleaning, maintenance or work around the tie.
iii. A minimum of three tie points should reference each centerline monument, whenever possible.

b. Once the construction is complete, the Surveyor shall prepare a revised tie sheet, and file with the City for all monument ties disturbed during the construction.

END OF SECTION

SECTION 01732 POTHOLING

1.1 THE REQUIREMENT

A. The CONTRACTOR shall conduct exploratory excavations by potholing to verify or to discover the actual locations and the size of existing underground utilities and improvements. The CONTRACTOR shall take care not to damage existing facilities during potholing operations. Any utility or existing facility (including those located by Underground Service Alert - USA) within 3 feet of any trench or excavation shall be potholed prior to starting the contract work in the vicinity. Potholing shall be done in each given area where excavation work is to occur at least fourteen (14) calendar days in advance of any excavation or construction in that area, to avoid possible delay in the progress of the Work.

B. Potholing shall consist of excavations at the locations of utilities or other underground facilities indicated on the Drawings, located by USA, or as directed by the ENGINEER. All costs of potholing operations for the utilities indicated on the Drawings shall be included in the CONTRACTOR'S Bid.

C. If an allowance for "Additional Potholing" has been established and included in the SCHEDULE OF WORK AND PRICES, this allowance shall only be used to reimburse the CONTRACTOR for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER. If the total cost of the Work directed under the Additional Potholing allowance differ from the amount set forth in the SCHEDULE OF WORK AND PRICES, the Contract Price shall be adjusted by a Change Order. The adjustment shall be the difference between the total actual costs and the amount included in the Bid, as an additional amount due to the CONTRACTOR or a credit to the CITY, as appropriate.

D. In addition to the potholes indicated on the Drawings, or directed by the ENGINEER, the CONTRACTOR may opt to do further potholing deemed necessary at no additional cost to the CITY.

E. Potholing operations shall conform to all applicable requirements as to sidewall slopes, sheeting and shoring, and all other excavation and trenching provisions specified herein.

F. Potholes shall be identified and protected in accordance with the Engineer's instructions, the California Manual on Uniform Traffic Control Devices (MUTCD) and Work Area Traffic Control Handbook (WATCH) Standards.

G. The CONTRACTOR'S proposed method of potholing and schedule for potholing shall be submitted to the ENGINEER for approval, at least thirty (30) days prior to the commencement of operation. Any utilities damaged during potholing shall

be immediately reported to the ENGINEER and INSPECTOR and repairs made immediately in accordance with the specifications.

H. A complete log of all potholes shall be kept by the CONTRACTOR, showing specific locations and dimensions of trenches. The log shall be verified by the INSPECTOR prior to the backfilling of the potholes. The verified log will be submitted to the ENGINEER and the INSPECTOR within two (2) working days after completion of potholing in each area. Payment for potholing utilities not shown or otherwise referenced on the drawings, or as directed by the ENGINEER will not be made unless these potholes are listed on the verified log.

I. The CONTRACTOR shall record the coordinates, elevations and dimensions of all utilities and improvements verified or discovered by potholing. The records shall be submitted to the ENGINEER within two (2) working days after the completion of potholing in each area. The records shall also include dates of the potholing operations and any additional discovered information or pertinent data.

J. Upon completion of potholing in each area, and after verification of the logs by the INSPECTOR, potholes shall be immediately backfilled and compacted in accordance with the specifications, or restored as directed by the ENGINEER.

END OF SECTION

SECTION 01740 DEMOBILIZATION

1.1 THE REQUIREMENT

A. General

Whether Demobilization is included as a Contract Bid Item in the Bid Proposal Form or specified as part of the lump sum in the Contract Documents, the cost of labor, equipment, materials and incidentals for doing all the work in demobilization (upon completion of all contract work and not directly attributable to any specific bid item) shall be included in the Contract Price Breakdown and progress payment estimate. If there is no demobilization bid item the CONTRACTOR shall submit to the INSPECTOR for approval the Contract Price Breakdown with the amount established for demobilization.

Demobilization shall include, but not be limited to, the following items, all as required for the proper performance and completion of the Work:

1. Moving off of the Jobsite all of CONTRACTOR'S plant and equipment as required.

2. Dismantling and removing all temporary buildings and other construction facilities.

3. Dismantling and removing all temporary construction power and wiring.

4. Removing all sanitary facilities from the work site.

5. Remove all waste, debris, and rubbish caused by construction operations within the work area, adjacent properties and public roads.

6. Materials and equipment shall be removed from the site as soon as they are no longer necessary. Before the final inspection, the site shall be cleared of equipment, unused materials and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be included in the CONTRACTOR'S Bid.

7. Dismantling and removal of all temporary fencing.

8. Provide City with all required As-Built drawings.

9. All required Corner Records have been filed with the County and all copies provided to the City per Section 01722 Surveying.

10. All items noted within the final inspection ("Punchlist") have been completed to the satisfaction of the City.

11. All project photographs as required within Section 01322 Construction Progress Photography have been provided.

12. Notice of Completion (NOC) will not be filed until all work is complete per this Section 01740.

END OF SECTION

TECHNICAL SPECIFICATIONS

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SECTION 02222 PROTECTING EXISTING UNDERGROUND UTILITIES

PART 1 - GENERAL

A. Description

This section includes materials and procedures for protecting existing underground utilities.

B. Related Work Specified Elsewhere

1. General Conditions

PART 2 - MATERIALS

A. Replacement in Kind

Except as indicated below or as specifically authorized by the Owner's Representative, reconstruct utilities with new material of the same size, type, and quality as that removed.

B. Vitrified Clay Sewer Pipe and Couplings

For sewer pipe 8 inches in diameter or under, replacement shall consist of plain-end pipe conforming to ASTM C 700. Compression couplings shall conform to ASTM C 594, band seal couplings or equal. Use at least two lengths of pipe in crossing the trench section as shown on the details in the drawings.

PART 3 - EXECUTION

A. General

1. Replace in kind street improvements, such as curbs and gutters, barricades, traffic islands, signalization, fences, signs, etc., that are cut, removed, damaged, or otherwise disturbed by the construction.

2. Where utilities are parallel to or cross the construction but do not conflict with the permanent work to be constructed, follow the procedures given below and as indicated in the drawings. Notify the utility owner 48 hours in advance of the crossing construction and coordinate the construction schedule with the utility owner's requirements. For utility crossings not shown in the drawings, refer to the General Conditions and the instructions of the Owner's Representative for guidance.

3. Determine the true location and depth of utilities and service connections which may be affected by or affect the work. Determine the type, material, and condition of these utilities. In order to provide sufficient lead time to resolve unforeseen conflicts, order materials and take appropriate measures to ensure that there is no delay in work.

4. Expose utilities 1,300 feet in advance of the pipeline construction.

B. Procedures

1. Protect in Place: Protect utilities in place, unless abandoned, and maintain the utility in service, unless otherwise specified in the drawings or in the specifications.

2. Cut and Plug Ends: Cut abandoned utility lines and plug the ends. Plug storm drains and sewers with an 8-inch wall of brick and mortar. Cap waterlines with a cast-iron cap or install a 3-foot-long concrete plug. Dispose of the cut pipe as unsuitable material.

3. Remove and Reconstruct: Where so indicated in the drawings or as required by the Owner's Representative, remove the utility and, after passage, reconstruct it with new materials. Provide temporary service for the disconnected utility.

C. Compaction

1. Utilities Protected in Place: Backfill and compact under and around the utility so that no voids are left.

2. Utilities Reconstructed: Prior to replacement of the utility, backfill the trench and compact to an elevation 1 foot above the top of the ends of the utility. Excavate a cross trench of the proper width for the utility and lay, backfill, and compact.

3. Alternative Construction--Sand Slurry: Sand slurry consisting of one sack (94 pounds) of portland cement per cubic yard of sand and sufficient moisture for workability may be substituted for other backfill materials to aid in reducing compaction difficulties. Submit specific methods and procedures for the review of the Owner's Representative prior to construction.

4. The protection of the utility during construction.

D. Thrust Blocks on Waterlines

Note that restrained joints is the required method of controlling thrust restraint on this project except where shown on the plans or as approved otherwise by the City of Redlands.

1. The Contractor's attention is called to thrust blocks delineated in the drawings for waterlines throughout the project whose thrust is in the direction of the new excavation and, therefore, may be affected by the construction. These waterlines are

owned and operated by the Owner. Protect thrust blocks in place or shore to resist the thrust by a means approved by the Owner and reconstruct. If the thrust blocks are exposed or rendered to be ineffective in the opinion of the Owner's Representative, reconstruct them to bear against firm unexcavated or backfill material.

2. Provide firm support by backfilling that portion of the trench for a distance of 2 feet on each side of the thrust block to be reconstructed from the pipe bedding to the pavement subgrade, with either:

   a. Sand-cement slurry (94 pounds of cement per cubic yard).

   b. The native material compacted to a relative compaction of 95%.

3. Then excavate the backfill material for construction of the thrust block.

4. Test compaction of the backfill material before pouring any concrete thrust block. Use Class 560-C-3250 concrete for reconstruction.

E. Adjacent Parallel Utilities

1. The Contractor's attention is called to utilities throughout the project that are parallel to the proposed utility.

2. The position of these utilities is just outside the new construction. Protect these utilities from any disturbances and repair the lines and associated vaults and appurtenances if they are damaged in any way. All costs incurred for protection of these lines or any costs incurred due to the presence of the lines, whether or not they lie within the new construction, shall be borne in full by the Contractor.

END OF SECTION

APPENDIX

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APPENDIX A
CHECKLIST OF LABOR LAW REQUIREMENTS

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CHECKLIST OF LABOR LAW REQUIREMENTS
TO REVIEW AT JOB CONFERENCE MEETINGS

Name (print) _____ Date _____

Company _____ Project _____

The Federal and State labor law requirements applicable to the contract are composed of, but not limited to, the following:

1. Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

2. Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813.

4. Certified Payroll Reports

Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project. Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776. Each contractor and subcontractor shall submit its weekly certified payroll reports to the LCR from the agency no less than weekly or within ten days of request. In the event that there has been no work performed during a given week, the certified payroll report shall be annotated: "No work" for that week. Under Labor Code Section 1776(h) there are penalties required for contractor's/ subcontractor's failure to maintain and submit copies of certified payroll records on request. **For projects bidding after April 1, all contractors will need to upload their certified payroll to the Department of Labor Standards Enforcement website. Effective Jan. 1, 2016, ALL projects will require contractors to upload all certified payroll. This requirement is in addition to the request for payrolls by the City of Redlands;

5. Nondiscrimination in Employment

There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964.

6. Kickbacks Prohibited

Contractors and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780.

8. Listing of Subcontractors

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code 4100 et seq.

9. Properly Licensed and Registered

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq. Contractors and subcontractors are also required to be registered with the Division of Labor Standards Enforcement to work on public works projects in California. Requirements for registration and penalties for not being registered are found in Labor Code 1773.3.

10. Unfair Competition Prohibited

Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208.

11. Workers Compensation Insurance

Labor Code 1861 requires contractors and subcontractors be insured properly for workers compensation.

12. OSHA

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

13. Undocumented Workers

Contractors and subcontractors are prohibited by the Federal government against hiring undocumented workers, and must secure proof of eligibility/citizenship from all workers.

14. Itemized Wage Statements

Contractors and subcontractors must provide itemized wage statements to employees per Labor Code 226.

In accordance with Federal and State laws and with the awarding agency contract documents, the undersigned prime contractor wishes to assure the City of Redlands that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

Contractor	**City of Redlands**
_____	_____
Name Printed	Name Printed
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

IMPORTANT NOTICE

New Requirements for Contractors Working on California Public Works / Prevailing Wage Projects

Significant changes in prevailing wage law have recently been made that affect all contractors working on Public Works Projects within California. Please note the following important information:

CONTRACTOR REGISTRATION REQUIREMENT

By April 1, 2015, all contractors must be registered with the Division of Labor Standards Enforcement (DLSE) to work on public works projects in California.

WHO must register?
All contractors and subcontractors working on public works projects in California must be registered. This includes prime contractors, subcontractors and sole owner/operators- everyone performing labor on a public works project.

WHEN is registration required?
Contractors must be registered with the DLSE to bid on all public works projects that bid after March 1, 2015. All contractors working on public works projects must be registered by April 1, 2015. Registration is valid until June 30 of each year and may be renewed annually. Registrations are currently being accepted.

WHERE do I register?
Registration is done online at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

HOW MUCH is the fee?
Contractor registration fee is currently set at $400 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 $400 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

2022-2023 University of Redlands Academic Calendar

	SU	M	T	W	TH	F	SA
Jul/Aug	31	1	2	3	4	5	6
Aug	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
Aug/Sep	28	29	30	31	1	2	3
Sep	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
Sep-Oct	25	26	27	28	29	30	1
Oct	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
Oct-Nov	30	31	1	2	3	4	5
Nov	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	***24***	***25***	26
Nov-Dec	27	28	29	30	1	2	3
Dec	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	***26***	***27***	***28***	***29***	***30***	31

Fall 2022 (08/29/22 - 12/17/22)

M-F	8/1-8/19	SBS: Registration
F	8/19	SBS: Final day to add courses for Fall 2022
M-F	8/8-8/28	SE: Registration/Advising Fall 2022
W	8/24	CAS: New Students Arrive
Sa	8/27	CAS: Continuing Students Arrive
M	8/29	CAS: Classes Begin
	8/29-10/22	SBS: 8/29/22 -10/22/22 First 8 week period
F	9/2	CAS: Enrollment Confirmation deadline
	9/6-10/22	SE: Fall A (9/6/22 - 10/22/22)
S		SE: Saturday Doc Classes 9/10, 9/24, 10/8, 10/22, 11/5, 11/19
T	9/13	CAS: Final day to add classes, final day to submit individualized study contracts
M	9/19	SE: Last Day to Add/Drop a class
T	9/20	CAS: Final day to submit Johnston regular course contracts
M-T	10/10-10/11	CAS: Study Days
F	10/21	CAS: Final day to drop classes without appearing on academic transcript, change grading options and credit value
	10/24-12/10	SE: Fall B (10/24/22 - 12/10/22)
	10/24-12/17	SBS: 10/24/22 - 12/17/22 Second 8 week period
M-F	10/24-11/25	CAS: Advising and Registration for Spring 2023 and Summer 2023
F	10/28	CAS: Final day to record a grade for Spring and May Term 2022 incomplete
F	11/11	CAS: Final day to withdraw from class with a mark of "W" on academic transcript
W	11/23-11/25	CAS: Thanksgiving Break
Th-F	11/24-11/25	**Thanksgiving Break- University Closed**
T-F	11/22-11/26	SE: Fall Term Break
M-F	11/28-12/30	SBS: Advising/Registration Spring 2023
F	12/2	CAS: Last day of Classes
M-Th	12/5-12/8	CAS: Final Exams
M-F	12/12-1/8	SE: Registration/Advising Spring 2023
Th	12/15	CAS: Deadline for Fall 2022 grade submission: 12 midnight
Th	12/15	CAS: Deadline for departmental honors forms to be completed for Fall 2022 graduates
	12/19-1/6	Winter Break
M-F	12/26-12/30	**Winter Holiday (University Closed)**
M	1/30	CAS: Faculty deadline for Johnston student evaulations for Fall 2022

	SU	M	T	W	TH	F	SA
Jan	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
Jan-Feb	29	30	31	1	2	3	4
Feb	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
Feb-Mar	26	27	28	1	2	3	4
Mar	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
Mar-Apr	26	27	28	29	30	31	1
Apr	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29

Spring 2023 (01/09/23 - 04/29/23)

M-F	11/28-12/30	SBS: Advising/Registration Spring 2023
M-F	12/12-1/8	SE: Registration/Advising Spring 2023
Sa	1/7	CAS: Transfer Student Orientation
Su	1/8	CAS: Continuing Students Arrive
M	1/9	CAS: Classes Begin
	1/9-2/25	SE: Spring A (1/9/23 - 2/25/23)
	1/9-3/4	SBS: 1/9/23 - 3/4/23 First 8 week period
S		SE: Saturday Doc Classes 1/14,1/28, 2/11, 2/25, 3/11, 3/25
M	1/16	**Martin Luther King Jr. Holiday (University Closed)**
M	1/23	SE: Last Day to Add/Drop a class
M	1/23	CAS: Final day to add classes, final day to submit individualized study contracts
M	1/30	CAS: Final day to submit Johnston regular course contracts
F	2/24	CAS: Final day to drop classes without appearing on academic transcript, change grading options and credit value
M-F	2/27-3/3	CAS: Spring Break
M-F	2/27-3/3	SE: Spring Break
W	3/1	CAS: Publication deadline for departmental honors candidates to be submitted for Spring 2023 graduates
	3/6-4/21	SE: Spring B (3/6/23 - 4/21/23)
	3/6-4/28	SBS: 3/6/23 - 4/29/23 Second 8 week period
F	3/10	CAS: Final day to record a grade for Spring and May Term 2022 incomplete
M-F	3/13-3/31	CAS: Advising and Registration for Fall 2023
F	3/24	CAS: Final day to withdraw from class with a mark of "W" on academic transcript
M-F	4/3-4/10	SE: Advising/Registration Summer 2023
M-F	4/3-4/21	SBS: Advising/Registration Summer 2023
M-Th	4/17-4/20	CAS: Final Exams
W-S	4/20-4/22	Commencement Weekend
Th	4/27	CAS: Deadline for Spring 2023 grade submission: 12 midnight
Th	4/27	CAS: Deadline for departmental honors forms to be completed for Spring 2023 graduates
M	6/12	CAS: Faculty deadline for Johnston student evaulations for Spring 2023

	SU	M	T	W	TH	F	SA
May Term							
Apr-May	30	1	2	3	4	5	6
May	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
May-Jun	28	***29***	30	31	1	2	3
Jun	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	**19**	20	21	22	23	24
Jun/Jul	25	26	27	28	29	30	1
Jul	2	3	***4***	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
Jul/Aug	30	31	1	2	3	4	5
Aug	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26

Summer 2023 (05/01/23 - 08/19/23)

M-F	4/3-4/10	SE: Advising/Registration Summer 2023
M-F	4/3-4/21	SBS: Advising/Registration Summer 2023
	5/1-6/24	SBS: 5/1/23 - 6/24/23 First 8 week period
	5/1-6/17	SE: Summer A (5/1/23 - 6/17/23)
		CAS: May offerings (5/1 - 5/25)
M	5/1	CAS: Classes Begin for May Offerings
T	5/2	CAS: Final day to add classes, final day to submit individualized study contracts
W	5/3	CAS: Final day to submit Johnston regular course contracts
Th	5/4	CAS: Final day to drop classes without appearing on academic transcript, change grading options and credit value
W	5/24	CAS: Last day of Classes
Th	5/25	CAS: Final Exams
T	5/30	CAS: Deadline for May offerings grade submission: 12 midnight
W	7/5	CAS: Faculty deadline for Johnston student evaulations for May offerings
		CAS: Undergraduate Summer offerings (6/20 - 8/16)
T	6/20	CAS: Classes Begin for Summer Offerings
W	6/21	CAS: Final day to add classes, final day to submit individualized study contracts
M	6/26	CAS: Final day to submit Johnston regular course contracts
Th	6/29	CAS: Final day to drop classes without appearing on academic transcript, change grading options and credit value
T	8/15	CAS: Last day of Classes
W	8/16	CAS: Final Exams
M	8/21	CAS: Deadline for Summer offerings grade submission: 12 midnight
S		SE: Saturday Doc Classes 5/6, 5/20, 6/3, 6/17, 7/1, 7/15
M	5/15	SE: Last Day to Add/Drop a class
M	5/29	**Memorial Day Holiday (University Closed)**
M	6/19	**Juneteenth Holiday (University Closed)**
	6/20-8/5	SE: Summer B (6/20/23 - 8/5/23)
	6/26-8/18	SBS: 6/26/23 - 8/19/23 Second 8 week period
T	7/4	**Independence Day Holiday (University Closed)**
	7/31-8/18	SBS: Advising/Registration Fall 2023
	8/7-8/27	SE: Advising/Registration Fall 2023
M	9/11	CAS: Faculty deadline for Johnston student evaulations for Summer 2023

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APPENDIX C
PERMITS

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Application for Road / Encroachment Permit

City of Redlands - Municipal Utilities & Engineering Department **PERMIT NO. _____**

Name: _____ Phone: _____

Address: _____ City: _____ Zip: _____

Contractor: _____ USA ID No.: _____

Contractor License No.: _____ Type: _____ Cal OSHA No.: _____

I hereby request permission to construct/install improvements/facilities within the City of Redlands road right-of-way at the following location:

Construction Start Date: _____ Anticipated Completion Date: _____

Development No.: _____ Plan No.: _____

Street Name: _____

Cross Streets: _____

Address: _____

For the purpose of performing the following work:

_____

_____

Applicant/Agent Signature: _____ Date: _____

In accordance with Plans approved by the Municipal Utilities & Engineering Director and/or the Standard Specifications and Detail Drawings of the City of Redlands for the **quantity and type** of improvements listed below:

SHADED AREA FOR OFFICIAL USE ONLY

			BASE	EACH		
_____	EA	Driveway Appr, Res/Comm.....	$ 86.00	$ 43.00	EA	=$ _____
_____	SF	Sidewalk.....	$ 86.00	$ .44	SF	=$ _____
_____	SF	Cross Gutter/Spandrel.....	$ 86.00	$ .87	SF	=$ _____
_____	LF	Curb & Gutter.....	$ 86.00	$ 3.28	LF	=$ _____
_____	LF	Curb/Berm.....	$ 86.00	$ 2.19	LF	=$ _____
_____	SF	Asphalt Pavement.....	$ 10.00	$ .09	SF	=$ _____
_____	SF	Crushed Aggregate Base.....	$ 86.00	$ .09	SF	=$ _____
_____	EA	Street Light.....	$ 86.00	$ 43.00	EA	=$ _____
_____	EA	Traffic Signal - New.....	$ 86.00	$ 2,568.00	EA	=$ _____
_____	EA	Traffic Signal - Modification.....	$ 86.00	$ 2,011.00	EA	=$ _____
_____	CY	Reinforced Concrete.....	$ 86.00	$ 130	CY	=$ _____
_____	LF	Storm Drain Pipe.....	$ 86.00	$ 5.21	LF	=$ _____
_____	EA	Curb Inlet/Outlet Structures.....	$ 86.00	$ 43.00	EA	=$ _____
_____	EA	Storm Drain Manhole/Junction Box.....	$ 86.00	$ 43.00	EA	=$ _____
_____	EA	Curb Core.....	$ 86.00	$ 43.00	EA	=$ _____
_____	LF	Sewer Main.....	$ 86.00	$ 1.73	LF	=$ _____
_____	EA	Sewer Manhole.....	$ 86.00	$ 43.00	EA	=$ _____
_____	EA	Sewer Cleanout.....	$ 86.00	$ 43.00	EA	=$ _____
_____	EA	Sewer Lateral.....	$ 86.00	$ 43.00	EA	=$ _____
_____	LF	Water Main - Potable.....	$ 86.00	$ 1.73	LF	=$ _____
_____	LF	Water Main - Non-Potable.....	$ 86.00	$ 1.73	LF	=$ _____
_____	EA	Fire Hydrant Assembly.....	$ 86.00	$ 43.00	EA	=$ _____
_____	EA	Water Service Lateral.....	$ 86.00	$ 43.00	EA	=$ _____
_____	EA	Water Shutdown.....	$ 86.00	$ 43.00	EA	=$ _____
_____	EA	Fire Service.....	$ 86.00	$ 43.00	EA	=$ _____
_____	LF	Excavation/Utility Trench.....	$ 86.00	$ 1.73	LF	=$ _____
_____	SF	Street Patch.....	$ 86.00	$ .18	SF	=$ _____
_____	EA	Fire Flow Test.....	$ 79.00		EA	=$ _____
_____	SF	Warranty Fee (Street Cut).....	$		SF	=$ _____
_____	EA	Traffic Safety Setup.....	$ 0.00	$ 55.00	EA	=$ _____
_____	HR	OT/Off Hrs Inspection (2 HR Min)	$	$ 122.60	HR	=$ _____
_____		_____	$			=$ _____
_____		_____	$			=$ _____

SUBTOTAL PERMIT FEE $ _____

PERMIT FEE work complete within specified date from issuance =

$ 339.00 fee. **$339.00**

PENALTY FEE 25% of total permit fee if issued after commencement of work $ _____

(Effective 10/7/2020) **TOTAL ENCROACHMENT PERMIT FEE** $ _____

Truck Route Permit Required: ☐ YES ☐ NO

Closure Permit With Traffic Plan Required: ☐ YES ☐ NO

Water Shutdown Required: ☐ YES ☐ NO

Bond Required: ☐ YES ☐ NO

Conduit Material: _____

Conduit Size: _____

Calculated By

Municipal Utilities & Engineering

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APPENDIX D
CONTRACTOR SAFETY PROGRAM

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THE CITY OF REDLANDS

CONTRACTOR SAFETY PROGRAM

Rev. June 15, 2021

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CONTRACTOR SAFETY PROGRAM

I. Policy

The purpose of this Contractor Safety Program ("CSP") is to ensure, as best as reasonably possible, the protection and safety of all persons and property during construction activities undertaken by private contractors on behalf of the City of Redlands ("City"). The City has a comprehensive and structured approach in outsourcing services performed on City facilities by third-party persons and entities ("Contractor(s)"). The first phase of this comprehensive approach includes actively screening Contractors based on safety records, safety performance, and safety compliance. After the qualified Contractor is awarded a contract, the Contractor must then ensure compliance with all local, state, federal and Cal/OSHA regulations applicable to the contracted scope of work, and requirements set forth within this CSP. The Contractor, its agents, and personnel must adhere to the policies and procedures set forth by this CSP and all applicable laws and regulations.

II. Authority

California Code of Regulations, Title 8, Section 336.10 "Determination of Citable Employer"
California Code of Regulations, Title 8
"Greenbook" Standard Specifications for Public Works Construction
Redlands Municipal Code
California Building Code

III. Scope

This CSP applies to all Contractors who provide or render construction or improvement services for City-owned property and facilities.
The Contractor services covered under this CSP include, but are not limited to, the following:

A. New construction;
B. Remodeling;
C. Facility maintenance or repair;
D. Equipment installation or maintenance; and
E. Services (i.e. janitorial, fleet operations, landscaping, etc.)

Consultants/ Professional service providers are exempt from having to submit a Safety Prequalification Questionnaire ("SPQ"), prior to the beginning of work, but they are expected to be compliant with industry best practices with regards to maintaining a safe work environment for their employees and others.

IV. Definitions

A. **Contract –** any written agreement between the City of Redlands and a Contractor, to perform a specified scope of work on City facilities. With respect to this policy, a contract includes, but is not limited to: awarded purchase orders, bids, and/ or project contracts.
B. **Construction Work –** construction, alteration, and/or repair, including painting and decorating.
C. **Contractor –** a person or entity (including all personnel) awarded a contract to perform work on City property or facilities.
D. **D.A.R.T Rate –** Injuries and illnesses severe enough to warrant: Days Away, Restrictions and Transfers. The DART rate is calculated using the following formula: Number of OSHA Recordable injuries and illnesses that resulted in Days Away x 200,000/divided by total hours worked by all employees during the year covered.

E. **Designated Work Area –** an area where it is necessary to restrict or limit entry or access of nonessential personnel or the public. Examples include work areas involving remediation abatement, demolition, excavation, and overhead lifting.
F. **Facilities –** any building or property owned by the City of Redlands.
G. **Hazard –** source or situation with a potential for harm in terms of injury or health, damage to property, damage to workplace environment, or a combination of these.
H. **Job Hazard Analysis ("JHA") –** a technique that focuses on job tasks as a way to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. The objective is to eliminate the risk or to utilize control measures to reduce the risk.
I. **North American Industry Classification System ("NAICS") –** is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
J. **Non-compliance –** any deviation from standards, practices, processes, procedures, regulations etc. that could either directly or indirectly lead to injury or illness, property damage, damage to the workplace environment, or any combination of these criteria.
K. **Notice of non-compliance –** form provided to the Contractor by the City alerting the contractor of non-compliance with City specifications, Cal/OSHA regulations, or any other generally accepted safe work practice.
L. **Non-compliant hazardous work condition –** any hazard that is considered to be non-compliant with State or Federal safety and health regulations, City specifications, or any inconsistency with generally accepted work practices.
M. **Personnel –** all Contractor employees, contractors, sub-contractors and agents provided access to City property or facilities.
N. **Recordable Incident** – any injury or illness resulting in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness per OSHA Section 1904.7(a).
O. **Safety Tailgate –** informal safety meeting generally conducted at the job site prior to the commencement of a job or work shift.
P. **Services –** any and all, labor, duties, functions and activities required to be performed by the Contractor under the contract and any subsequent addenda.

V. Responsibilities

RISK MANAGEMENT

A. Update, maintain, and administer this CSP;
B. Maintain centralized records of training, site visit data, written programs, tailgate meetings, permits, and all other necessary contractor related documentation;
C. Provide technical assistance to Engineering personnel;
D. Attend Pre-construction meetings and progress meetings as needed;
E. Provide assistance on safety inspections as needed;
F. Review safety submittals;
G. Provide guidance on pre-qualification determination; and
H. Provide training to affected city personnel with responsibilities under this program.

PROJECT MANAGER (CITY)

The Project Manager has the authority to delegate any or all portions of this CSP to subordinates, but the Project Manager will be held accountable for their compliance. The Project Manager shall contact Risk Management, as necessary, for assistance in relation to this CSP.

A. Ensure safety hazards are addressed in a timely manner;
B. Communicate safety concerns during pre-construction meetings and progress meetings;
C. Inform impacted employees of construction activities scheduled in their work area;
D. Enforce pre-qualification procedures in bidding process; and
E. Ensure this CSP is properly executed.

INSPECTOR (CITY)

The City of Redlands construction inspector is not a safety professional and will only provide "Notice of Non-Compliance" for obvious and serious non-compliant conditions.

A. To the best of their abilities, inspect work sites for safety hazards;
B. Communicate safety concerns to Contractor;
C. Provide Contractor with "Notice of Non-Compliance" when serious conditions occur or repeat violations;
D. Collect documentation needed for construction worksites;
E. Submit documentation to Risk Management for recordkeeping;
F. Maintain photo documentation of safety hazards;
G. Never enter situations that can harm or endanger himself/ herself;
H. Never use personal protective equipment (PPE) or enter situations, which they are not trained for;
I. Contact Emergency Medical Services (911) and Risk Management in case of emergency; and
J. Attend and communicate safety concerns in progress meetings.

EMPLOYEES (CITY)

A. Immediately notify the Project Manager, inspector, or Risk Management of any safety related concerns at a Contractor job site; and
B. Contact Emergency Medical Services (911) and Risk Management in case of emergency.

CONTRACTOR

Where relevant and applicable, the Contractor's responsibilities shall include:

A. Compliance with requirements and responsibilities detailed within the Contractor Safety Program;
B. Ensure all local regulatory requirements are met and all necessary permits are obtained before conducting work on behalf of the City;
C. Designate a Project Safety Official by name who shall be available at all times to abate safety hazards;
D. Ensure all personnel have the appropriate qualifications and training to perform the contracted work (Copies of current training documentation and certifications must be on file with the City);
E. Inform City Project Manager or inspector of any job site safety hazards or concerns;
F. Inform City Project Manager if any suspected asbestos-containing material is located;
G. Conduct and submit Job Hazard Analysis (JHA) before work and as required by change of tasks;
H. Conduct and submit Safety Tailgates on a bi-weekly basis;
I. Provide all required PPE necessary to conduct work safely and in accordance with required local regulations;
J. The safety of all individuals who enter work site;
K. Spill cleanup;
L. Immediately report any incidents, accidents, near misses, unsafe conditions, or unsafe acts involving any jobsite personnel;

M. Arrange for the proper storage and removal of waste generated prior to the completion of job, and provide confirmation that the materials have been removed or disposed of in a manner compliant with all applicable environmental regulations;
N. Removing all equipment used during work activities and ensuring proper housekeeping of designated work area at the end of each workday and upon completion of the job;
O. Contact Emergency Services (911) and Project Manager in the event of an emergency; and
P. For the actions of their subcontractors, as they may pertain to this CSP, including their adherence to its contents and review of this document.

PROJECT SAFETY OFFICIAL (CONTRACTOR)

A. Shall be at the work site at all times;
B. Must be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices;
C. Shall be available at all times to abate any potential safety hazards; and
D. Shall have the authority and responsibility to shut down an unsafe operation, if necessary.

VI. Program

SAFETY PREQUALIFICATION PROCESS

A. The safety prequalification process is intended to:
   - Provide the City with knowledge of past and current safety performance of Contractors working on City construction projects;
   - Improve Contractor compliance with City safety rules, including safe work practices required by applicable regulations and laws; and
   - Improve safety during Contractor activities.
B. A copy of the SPQ shall be provided to each person or entity bidding on a project, as part of the bidding process.
C. The completed questionnaire shall be returned and reviewed prior to awarding contract work, with supporting information provided as indicated by responses on questionnaire.
D. The SPQ shall be submitted to: 35 Cajon St., Suite 4
   Redlands Ca, 92373
   Attention: Project Name-Contractor Name-SPQ
E. The following criteria and information relating to the Contractor will be reviewed prior to awarding contract:
   - Contractor License;
   - Incident Rates;
   - OSHA Citations;
   - Safety Policies;
   - Safety Programs and Procedures;
   - Compliance History on City Projects; and
   - Certification Statement.
F. Contractor must qualify in each section to be approved for award of a contract.
G. If a Contractor fails to pass prequalification procedure, the City has the right to disqualify the Contractor's proposal.

H. All costs associated with compliance with City of Redlands prequalification requirements shall be at the sole expense of the Contractor.

I. If a Contractor provides information that is later determined to be false, or improperly withholds information, the Contractor will be immediately disqualified.

J. Any questions or information relating to filing this questionnaire may be answered by reaching:
   - Engineering: (909) 798-7698; or
   - Risk Management: (909) 798-7514

DISQUALIFICATION APPEAL PROCESS

This provision is established pursuant to Public Contract Code section 20101(d) which requires every public agency that requires prospective bidders to prequalify pursuant to the law to establish "a process that will allow prospective bidders to dispute their proposed prequalification rating prior to selection of an alternate bidder." If the City intends to disqualify a bidder based upon the bidder's safety record, the City will notify the bidder in writing and provide the bidder with any supporting evidence that has been received from others or adduced as a result of an investigation by the City. The notice of intention shall be sent by certified mail with return receipt requested or by overnight mail via a delivery service that provides online tracking which identifies the date of the prospective bidder's receipt of the notice, and shall include notice that the bidder has the right to, and may request a hearing to rebut any evidence used as a basis for disqualification and to present evidence to the City as to why the prospective bidder should be found qualified. Requests for a hearing must be made by written request to the City within ten calendar days of the date of the prospective bidder's receipt of the City's notice of intention. If the bidder does not request a hearing within the time allowed, the City's determination shall stand unchallenged and become final.

Within seven calendar days of receiving the bidder's request for a hearing, the City shall notify the bidder in writing of the date, time and place of the hearing. The hearing shall be held no sooner than ten (10) calendar days and no later than fifteen (15) calendar days after the notice is given. The notice shall inform the bidder of its right to present testimony and documents in support of its position.

The hearing shall be conducted before the Redlands City Manager, which may be continued from time to time as reasonably determined by the City Manager, but shall not exceed forty five (45) days. At the conclusion of the hearing, and after considering all testimony and documentation presented, the City Manager shall issue a written decision no later than five calendar days following the hearing. The City Manager's decision shall be final and is not subject to further appeal to the City.

The bidder shall not be entitled to bid on any contracts with the City until it has met the safety pre-qualification standards. If the City Manager approves an appeal, the contractor will have been deemed to meet the qualification standards and it will be valid for one year. The bidder shall have the right to withdraw its application for prequalification or its appeal at any time before the City Manager's decision becomes final. Such withdrawal will not preclude the bidder from re-applying for prequalification.

CONSTRUCTION PROJECTS

A. After a contract is awarded, the Contractor shall maintain, throughout the duration of the project, safety measures as necessary to protect the public and workers within, or in the vicinity of, the designated work zone. This includes an evaluation of the work to be performed and the hazards likely to be encountered. Contractors are expected to follow, at a minimum, all pertinent laws, rules and regulations for the location in which they will be working. Where applicable, Contractor Safety Programs will meet or exceed City programs/ procedures and are subject to review and approval by the City prior to contract execution.

B. Job Hazard Analysis ("JHA")
    1. Prior to a notice to proceed a JHA must be completed utilizing the City's form, or equivalent, to assess the hazards present in the designated work area. Any information requested on the City's form, but not stated on the equivalent form utilized, shall be provided separately with the original submission.
    2. All members of the construction unit must sign the JHA to acknowledge hazard abatement procedures.
    3. JHA must be kept at job site accessible to all impacted personnel.
    4. Failure to follow JHA procedures may lead to termination of the contract.
C. Personal Protective Equipment ("PPE")
    1. All required PPE must be worn at all times during work activities.
    2. All mandatory PPE must be highlighted in the JHA.
    3. PPE shall be provided by the Contractor.
    4. Failure to follow PPE guidelines may lead to termination of the contract.
D. Safety Tailgates
    1. Safety Tailgate Meetings must be held on a biweekly basis for all construction projects.
    2. The first meeting shall take place on Day 1, Week 1 and every other week thereafter.
    3. Tailgates shall be signed by all personnel and submitted to Construction Inspector for recordkeeping.
    4. Tailgate topics should be specific to the scope of work of the project.
E. Injury Reporting
    1. Contractors shall immediately report injuries or accidents to the Project Manager (regardless of severity). Additionally, contractors are responsible for and must also conduct accident investigations of any injuries that occur on site and provide results to the Project Manager.
    2. Use the City Incident Investigation Form (Attachment E), or equivalent, to meet this requirement.
F. Spill Prevention
    1. The Contractor is responsible for any spill within the confines of the project and those outside of the construction limits caused by the Contractor's defective equipment, containers, or personnel.
    2. Secondary spill containment systems shall be used to prevent contamination of the environment.
G. Construction in Occupied Buildings
    1. When building occupants are present during construction projects additional safeguards must be implemented to eliminate exposures and complaints. Dust/ particulates from demolition, sanding and other construction activities must be controlled by adequate ventilation, or containment and negative air ventilation systems based upon the specific type of activity and particle. Similar controls must be utilized for odorous activities including, but not limited to, carpet adhesive, painting, welding, and coatings.
    2. The Contractor shall ensure that the HVAC system is protected in order to prevent contamination. If an HVAC system is unprotected and contaminated by any construction/demolition materials, the Contractor shall be held responsible for the cost of cleaning the system and any subsequent repairs therein.
    3. Negative air ventilation systems shall have appropriate filtration and be exhausted outside of the building.

INSPECTIONS

A. Follow up inspections will be executed to enforce compliance with safety and health requirements.
B. Follow up inspections will be conducted as part of routine site inspections by construction inspector and Risk Management employees.

C. The SPQ aims to provide the City with knowledge of Contractor safety history and safety practices. This minimizes the need for increased frequency of inspections. In addition, the City will take the following guidelines into consideration when determining frequency of inspections.
    1. Scale of project;
    2. The frequency with which the number and types of hazards change as the work progresses;
    3. More frequent inspections will be implemented in the beginning of the project; and
    4. When the Contractor has never worked for the City.

TRAINING/DOCUMENTATION

A. Contractor will ensure that all personnel are properly trained for the scope of work they are assigned, as well as the equipment they will be utilizing.
B. Documentation shall be on file with the City prior to project start.
C. Personnel missing training documentation shall not be permitted to work on awarded City projects.
D. Training requirements are mandated by Federal and State Regulations. This may include, but is not limited, to the programs listed in the SPQ.

NON-COMPLIANCE

A. Contractor compliance issues shall be documented on the "Notice of Non-Compliance" form. A copy of this form shall be provided to Contractor for completion.
B. Upon receipt of the completed "Notice of Non-Compliance" form, the Project Manager and Risk Management will evaluate, based on the incident, and identify, as appropriate, any additional corrective and/or preventive actions for completion.
C. If immediate correction is not feasible, the project will be temporarily stopped until the issue is adequately resolved.
D. City staff with authority to stop work are:
    1. Construction Inspector;
    2. City Project Manager;
    3. City Manager; and
    4. Risk Management staff.
E. Any violation or deviation from safety rules, procedures, or regulations, based on evaluation, may be subject to any and all disciplinary actions listed as follows:
    1. Verbal warning
    2. Written warning-Notice of Non-Compliance (work may not continue until approved corrections are implemented);
    3. Dismissal of non-complying personnel; and/or
    4. Termination of Contract.

The City of Redlands maintains the right to terminate any contract for the violation of safety issues without liability to the City.

CITY PERSONNEL

A. All affected City employees will be informed in advance of any construction related work or other contract work which has the potential for impacting their workplace. Notifications will be made to all affected employees via e-mail or written memo by the Project Manager or designee. Notifications must include the following information:
    1. Start and end dates of the work to be completed;
    2. Work areas to be affected;

3. Description of work to be completed;
4. Name and phone number of Project Manager;
5. Name and phone number of Construction Inspector; and
6. Name and phone number of Risk Management.

B. Employees should be instructed to notify Project Manager regarding logistical issues or other concerns. Safety and Health concerns should be directed to either the Project Manager, Inspector, or Safety Specialist.

VII. Recordkeeping

The City's Human Resources / Risk Management Department will maintain all records prepared in association with this CSP, with copies also place on file with the office of the City Clerk.

VIII. Additional References

https://www.dir.ca.gov/title8/336_10.html

City of Redlands
Acknowledgment of Receipt Statement

I acknowledge by signing this document, that I have received and reviewed the City of Redlands' Contractor Safety Program and understand that it contains important information on the City's policies and procedures regarding employee safety as it pertains to Contractor activities. Furthermore, I acknowledge that failure to comply with any of these procedures may lead to termination of the contract with the City.

_____	_____
Contractor Signature	Contractor Title:
_____	_____
Contractor Name (Print)	Date Signed

If you have any questions regarding this document, please contact the Risk Management Division at (909) 798-7514.

CITY OF REDLANDS
SAFETY PREQUALIFICATION QUESTIONNAIRE

Omitting or reporting false information on this questionnaire may result in disqualification of bid. The City of Redlands reserves the right to conduct random or for-cause audits of information stated in this questionnaire. If deemed necessary, additional documentation may be requested by the City to verify responses on this questionnaire.

SECTION 1 – GENERAL INFORMATION

Company Name:	
Contractor License #:	Expiration Date:
Address:	
City:	State: Zip Code:
Name of Person Submitting Application:	
Title:	Telephone #:
Email Address:	
Identify the highest ranking Safety/Health Professional in your Company:	
Name:	
Title:	Telephone #:

SECTION 2 – INCIDENT RATES & WORKER'S COMPENSATION INFORMATION

INCIDENT RATES **Provide your actual injury and illness data below:**	Provide the NAICS Code Number that best represents your Firm:_____ Provide any additional numbers here: _____

(Provide three full years of data)	Last Calendar	2 Years Ago	3 Years Ago
Number of hours worked by all employees:			
Total Recordable Incident Rate*:			
D.A.R.T. Rate*:			
Total Number of Fatalities:			

Incident Rate = [(Total Recordable Cases X 200,000 hours)/ Number of hours worked by all employees]

D.A.R.T. Rate = [(Total Number of entries for Days Away, Restricted and Job Transfer X 200,000 hours)/ Number of hours worked by all employees]

If your latest incident rates and D.A.R.T. rates are greater than 100% of the industry average for all your NAICS code Numbers Listed, your bid may be disqualified.

The industry average can be found at www.bls.gov

WORKERS' COMPENSATION INFORMATION

1. Provide your Workers' Compensation Experience Modification Rate (EMR) Data:

	Policy Year	EMR
Current EMR*		
1 Year Ago:		
2 Years Ago:		
3 Years Ago:		

* If your current EMR is greater than 1.25, initialing here certifies that you will provide a competent, full- time person or representative responsible for safety for all City projects:_____

* Initialing here certifies that your firm does not have an EMR:_____
(Submit a copy of your firm's Loss Run Reports for the last three years if your firm does not have an EMR.)

Name of your firm's Workers' Compensation carrier:

Phone Number of Workers' Compensation carrier

2. Is your firm self-insured for Workers' Compensation claims?	Yes ❒	No ❒
(If yes, please attach a copy of the latest Annual Report to the State of California Department of Industrial Relations and/or State of California Certificate of Self-Insurance.)		

SECTION 3– CITATION HISTORY

1. Has your firm received any regulatory citations in the last three years?	Yes ❒	No ❒
If yes, please answer the question below.		

2. Were any of the confirmed (Closed) citations classified as Serious, Willful, Repeat, or Failure to abate?	Yes ❒	No ❒
3. If yes, please explain:		
4. Have you abated all of the citations issued to you in the last three years	Yes ❒	No ❒
If no, please explain abatement action plan:		

SECTION 4 – SAFETY POLICIES

	Questions (Please check YES or NO)	YES	NO*
1.	Does your company provide and adhere to a written Illness Prevention Program (IIPP) (CCR Title 8 §3203(a))? If yes, a copy of the program will be required on-hand at the job site throughout the duration of the contract. Please attach a copy to your bid proposal.	☐	☐
2.	Does your company provide and conduct Tailgate Meetings, or equivalent with employees at least every 10 working days. (CCR Title 8 §1509(e))	☐	☐
3.	Does your company have a policy for disciplinary action for unsafe behavior ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203(a)(2))	☐	☐
4.	Does your company provide and abide by a written Code of Safe Practices that relates to your firm's operations. (CCR Title 8 §1509(b)) If yes, a copy of the Code of Safe Practices will be required on-hand at the job site throughout the duration of the contract. Please attach a copy with your bid proposal.	☐	☐
5.	Does your company perform JHAs? (CCR Title 8 §1511(b)	☐	☐
6.	Does your company provide training and retraining programs for ensuring employee compliance with safe and healthy work practices? (CCR Title 8 §3203 (a)(2), (a)(7)	☐	☐
7.	Does your company provide training and retraining programs for ensuring employee compliance	☐	☐

*Please provide reason(s) for NO answer in the box below or on a separate sheet of paper.

Failure to provide the above-referenced documents will result in the contractor's bid being disqualified.

SECTION 5 – SAFETY PROGRAMS AND PROCEDURES

PLEASE ANSWER ALL QUESTIONS BY CHECKING YES OR NO, AND ATTACHING APPROPRIATE DOCUMENTS THAT MAY APPLY OR AS REQUESTED.

		YES	NO
1.	**Is Confined Space work anticipated in the scope of the work awarded? (If no, please proceed to Question 2)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Confined Space Entry Procedure	☐	☐
	List of personnel authorized on jobsite to work in confined space(s)	☐	☐
	List of personnel authorized on jobsite to serve as Rescue Team	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

2.	**Is work requiring Lockout/Tagout protocols anticipated in the scope of the work awarded? (If no, please proceed to Question 3)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Lockout/Tagout (LOTO) Procedure	☐	☐
	List of personnel authorized on jobsite to perform LOTO	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

3.	**Is work requiring a personal lift anticipated in the scope of the work awarded? (If no, please proceed to Question 4)**	☐	☐
	If yes, please attach the following:	Attached?	
	List of personnel authorized on jobsite to use lifts	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

4.	**Is work requiring a forklift anticipated in the scope of the work awarded? (If no, please proceed to Question 5)**	☐	☐
	If yes, please attach the following:	Attached?	
	List of personnel authorized on jobsite to use a forklift	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

5.	**Is work requiring a crane anticipated in the scope of the work awarded? (If no, please proceed to Question 6)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Crane Program	☐	☐
	Copy of all expected Crane operators' Certifications	☐	☐
	List of personnel designated as Competent under Crane program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

6.	**Is Hot Work (as defined by OSHA) anticipated in the scope of the work awarded? (If no, please proceed to Question 7)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Hot Work Procedure	☐	☐
	List of personnel authorized on jobsite to perform Hot Work	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

7.	**Is Trenching/ Excavation work anticipated in the scope of the work awarded? (If no, proceed to Question 8)**	☐	☐
	Is a plan in place for the disposal of all material that cannot be returned to the trench/ excavation?	☐	☐
	Are appropriate materials for barricading or securing work area at jobsite?	☐	☐
	Has a permit from the Department of Industrial Relations for excavations deeper than 5 feet been obtained?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Trenching/ Excavation Procedure	☐	☐
	Copy of Permit if trench is to exceed depth of 5 feet	☐	☐
	List of personnel designated as Competent under Trenching/ Excavation Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

8.	**Is electrical work anticipated in the scope of the work awarded? (If no, proceed to Question 9)**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Electrical Safety Program	☐	☐
	List of personnel designated as Competent under Electrical Safety Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

9.	**Is work that may have an arc flash potential anticipated in the scope of the work awarded? (If no, proceed to Question 10)**	☐	☐
	Are all materials required to safely perform arc flash present?	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of Arc Flash Procedure	☐	☐
	List of personnel designated as Competent under Arc Flash Program	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

10.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 11)?**	☐	☐
	If yes, please attach the following:	Attached?	
	Copy of written Hearing Conservation Program	☐	☐
	List of personnel working in high noise areas	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

11.	**Is work involving chemicals anticipated in the scope of the work awarded? (If no, proceed to Question 12)?**	☐	☐
	* Copies of SDS for Chemicals used must be kept at jobsite		
	Please attach the following:	Attached?	
	Copy of written Hazard Communication Program	☐	☐
	List of personnel performing work with chemicals	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐
	List trade names of all hazardous materials which you will be using on site:		

12.	**Is work on or adjacent to public roadways anticipated in the scope of the work awarded. (If no, proceed to Question 13)**	☐	☐
	Do you have the appropriate provisions (signs, devices, barricades/)	☐	☐
	Please attach the following:	Attached?	
	Please provide a list of personnel working in traffic areas.	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

NOTE: If awarded bid, more documentation may be required

13.	**Is it anticipated in the scope of the work awarded that exposure to asbestos is possible? (If no, proceed to Question 14)**	☐	☐
	Please attach the following:	Attached?	
	Copy of written procedure(s)	☐	☐
	List of personnel working with potential exposure to asbestos	☐	☐
	Verification of personnel training (copies of certs, cards, etc.)	☐	☐

14.	**Is it anticipated in the scope of the work awarded that exposure to silica is possible? (i.e. sandblasting, concrete demolition, concrete saw cutting, surface grinding, etc.) (If no, proceed to Question 15)**	☐	☐
Please attach the following:		Attached?	
Copy of Silica Control Plan		☐	☐
List of personnel working with potential exposure to silica		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

15.	**Is work at heights anticipated in the scope of the work awarded? (If no, proceed to Question 16)**	☐	☐
Please attach the following:		Attached?	
Copy of written Fall Protection Program		☐	☐
List of personnel designated as Competent under Fall Protection Program		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

16.	**Is work requiring the use of respirators anticipated in the scope of the work awarded? (If no, proceed to Question 17)**	☐	☐
Please attach the following:		Attached?	
Copy of written Respiratory Protection Program		☐	☐
List of personnel using respirators		☐	☐
Verification of personnel training (copies of certs, cards, etc.)		☐	☐

17.	**If the scope of work to be performed is not adequately represented by questions (1-16), please list any additional Health & Safety concerns below.**

SECTION 6 – COMPLIANCE HISTORY ON CITY PROJECTS

In addition to the previous sections, Contractors that have previously been awarded work by the City, will be equally evaluated on their compliance history in relation to City projects.

SECTION 7 – CERTIFICATION STATEMENT

I Certify under penalty of perjury that:

a. the information contained herein is true and correct to the best of my knowledge, and

b. no attempt has been made to give false or misleading information or to withhold any information.

Signature of Authorized Representative:	Title of Authorized Representative
Printed Name of Authorized Representative	Date Signed:

NOTICE OF NON-COMPLIANCE

Project: ______________________________

Contractor: ___________________________

Notice of Non-Compliance was issued to Contractor's representative, ______________________________,
Name

on____________at____________.

The following unsafe behaviors were observed at the Contractor's job site:

____
____
____
____
____
____
____

If the unsafe condition is not immediately corrected, the City of Redlands may take disciplinary action in accordance with the Contractor Safety Program guidelines.

_ _

To be completed by Contractor

Corrective action plan to abate hazards:

____
____
____
____
____
____

Unsafe Condition Resolved: Date:__________________Time: __________________

Remarks:

____
____
____
____
____
____

Job Hazard Analysis

Project:			
Company:	Project Safety Official:	Project Manager (City):	
Scope of Work:		Location:	Date:

Tasks	Potential Safety Risks/Hazards	Safety Controls/Mitigat	Required PPE
			☐ Hard Hat ☐ Safety Vest ☐ Safety Glasses/Goggles ☐ Safety Boots ☐ Respirator ☐ Safety Gloves ☐ Face Shield ☐ Fall Protection ☐ Other: _____ _____ _____ _____

Signatures of Employees On-Site this JHA is applicable to:

Employee Signature:	**Print Name:**	**Date:**

INCIDENT INVESTIGATION FORM

Date of Incident:	Time of Incident:	Date Reported:
Lead Investigator:	Contact Information:	
Contractor:	Employee Name:	
Witness 1 Name:	Telephone:	
Witness 2 Name:	Telephone:	
Incident Site/ Location		
Incident Summary:		
Near Miss Yes No	Incident Severity: Minor Significant Major Critical	
Root Cause(s):		
Corrective Actions:		

"A City That Works"

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

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8335 Reducing Fiscal Year 22/23 Wastewater Rates and Charges (Municipal Utilities and Engineering Director Harris)

MOTION(S):

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

I move to adopt Resolution No. 8335

RECOMMENDATION:

Staff recommends City Council adoption of Resolution No. 8335

DISCUSSION:

On May 18, 2021, City Council adopted Ordinance No. 2926, which amended Chapter 3.62 of the Redlands Municipal Code. The ordinance removed Section 3.62.040 - Amount of Charges, and amended Section 3.62.030 to establish sewer services charges by Resolution of the City Council. On May 18, 2021, City Council also adopted Resolution No. 8206, which increased wastewater rates and charges by fifteen percent (15%) for each of two (2) fiscal years beginning on July 1, 2021, and July 1, 2022. Subsequently, wastewater rates and charges were increased by fifteen percent (15%) on July 1, 2021.

On March 15, 2022, City Council directed City staff to initiate expenditures of $11,508,106 of American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) for various programs. This direction included applying $1,000,000 of ARPA SLFRF to Phase 2 of the proposed Wastewater Treatment Plant Improvement Project, which reduces the cost incurred by the City to provide wastewater service to its customers. Therefore, a fifteen percent (15%) wastewater rate increase scheduled for implementation beginning July 1, 2022,

is no longer necessary, and may be reduced to eight percent (8%) without impacting the City's ability to fund wastewater services for its customers.

ALTERNATIVES:
City Council may deny approval of the staff 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:
Daniel J. McHugh, 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 22/23
Revenue Generating:	Y
Appropriation Required Y/N:	N
Account No.:	521900

Discussion:
Adoption of the proposed wastewater rates enables the City to recover costs for services associated with operating and maintaining the City's wastewater collection and treatment systems.

Attachments

Resolution No. 8335
ARPA Funding Program Details
Resolution No. 8206
Ordinance No. 2926

RESOLUTION NO. 8335

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS RESTATING AND REDUCING WASTEWATER RATES AND CHARGES FOR THE FISCAL YEARS RESPECTFULLY COMMENCING JULY 1, 2021 AND JULY 1, 2022, AND RESCINDING RESOLUTION NO. 8206

WHEREAS, on May 18, 2021, the City Council adopted Resolution No. 8206 establishing increased wastewater rates and charges of fifteen percent (15%) for each of two (2) fiscal years commencing on July 1, 2021 and July 1, 2022; and

WHEREAS, these increases to the City's wastewater rates and charges were necessary to recover the estimated reasonable costs the City incurs by providing wastewater service to its customers and meeting the operating expenses of the City; and

WHEREAS, on March 15, 2022, the City Council directed City staff to initiate expenditure of the $11,508,106 of American Rescue Plan Act ("ARPA") State and Local Fiscal Recovery Funds ("SLFRF") the City has received for various programs; and

WHEREAS, that expenditure direction included applying $1,000,000 of ARPA SLFRF to Phase 2 of the City's proposed Wastewater Treatment Plant Improvement Project; and

WHEREAS, such City Council action reduces costs the City incurs in providing wastewater service to its customers and meeting the operating expenses of the City; and

WHEREAS, a wastewater rates and charges reduction of seven percent (7%), effective July 1, 2022, is sufficient to recover the reasonable costs the City incurs for such year in providing wastewater service to its customers and meeting the operating expenses of the City;

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

Section 1. The existing wastewater rates and charges effective as of July 1, 2021 are hereby restated:

Wastewater Rates Effective July 1, 2021. Amounts of bimonthly charges are as follows:

		City Customers
A.	Residential:	
	Single-family dwelling unit	$57.81
	Multiple-family dwelling unit	$44.52
B.	Nonresidential:	
	Low strength I	$2.24/ 100 cubic feet
	Low strength II	$2.66/ 100 cubic feet
	Low strength III	$3.07/ 100 cubic feet
	Medium strength I	$3.49/ 100 cubic feet
	Medium strength II	$3.91/ 100 cubic feet
	Medium strength III	$4.32/ 100 cubic feet

	High strength I	$4.74/ 100 cubic feet
	High strength II	$5.15/ 100 cubic feet
	1. Large volume user:	
	>25,000 gallons per day	$3.07/ 100 cubic feet
	2. Nonresidential minimum charge:	
	All strengths	$44.52
C.	Schools:	
	Elementary	$124.43/100 ADA[1]
	Secondary and high school	$199.09/100 ADA[1]
D.	Septage:	
	Tank dumping	$0.10/gallon $15.00 minimum

Note:
[1] ADA: Average Daily Attendance

Section 2. The previously proposed and adopted wastewater rates and charges are hereby reduced as follows:

Wastewater Rates Effective July 1, 2022. Amounts of bimonthly charges are as follows:

		City Customers
A.	Residential:	
	Single-family dwelling unit	$62.43
	Multiple-family dwelling unit	$48.08
B.	Nonresidential:	
	Low strength I	$2.42/ 100 cubic feet
	Low strength II	$2.87/ 100 cubic feet
	Low strength III	$3.32/ 100 cubic feet
	Medium strength I	$3.77/ 100 cubic feet
	Medium strength II	$4.22/ 100 cubic feet
	Medium strength III	$4.67/ 100 cubic feet
	High strength I	$5.12/ 100 cubic feet
	High strength II	$5.56/ 100 cubic feet
	1. Large volume user:	
	>25,000 gallons per day	$3.32/ 100 cubic feet
	2. Nonresidential minimum charge:	
	All strengths	$48.08
C.	Schools:	
	Elementary	$134.38/100 ADA[1]
	Secondary and high school	$215.02/100 ADA[1]
D.	Septage:	
	Tank dumping	$0.11/gallon $16.20 minimum

Note:
[1] ADA: Average Daily Attendance

Section 2. This City Council hereby finds and determines that the City's establishment and/or modification of the rates and charges approved by this resolution is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(8) and CEQA Guidelines Section 15273, because such rates and charges are necessary for meeting operating expenses of the City.

ADOPTED, SIGNED AND APPROVED this 17th day of May, 2022.

_____
Paul T. Barich, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

"A City That Works"

City Council Meeting **AGENDA ITEM NO. J. 2.**

DATE: 03/15/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Discussion and possible action relating to the use of State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA) (Assistant City Manager McConnell)

MOTION:

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

1. I move to direct staff to initiate the program and authorize the expenditures of $11,508,106 of American Rescue Plan Act SLFRF funds for the programs described; and

2. I move to approve two limited-term, full-time Administrative Assistant I/II positions for the administrative support and facilitation of community programs under the City's American Rescue Plan Act SLFRF allocation; and

3. I move to authorize Finance to move American Rescue Plan Act SLFRF funds as needed in the future within the approved categories.

RECOMMENDATION:

Staff recommends that the City Council approve and direct staff for initial programming, authorizing the expenditures of $11,508,106 of American Rescue Plan Act SLFRF funds for the programs as described below, and authorize Finance to move SLFRF funds as needed in the future within the approved categories.

In addition, staff recommends that the City Council approve two limited-term, full-time Administrative Assistant I/II positions for the administrative support and facilitation of community programs under the City's allocation of American Rescue Plan Act funding.

DISCUSSION:

During the City Council meeting discussion on March 1, 2022, the Council provided staff with programming recommendations for the use of State and Local Fiscal Recover Funds through the American Rescue Plan Act.

Staff is returning with revised program options for the Council's consideration. The overall concept and categories of the programs remain unchanged with the revisions focused on the total program budget, number of beneficiaries to be served, benefit amount, and program duration.

The program revisions are presented in the table below with adjustments based on the March 1st discussion.

Program Details					
Category	**Program Name**	**Total Budget**	**Beneficiaries**	**Benefit Amount**	**Program Duration**
Assistance to Households	Grocery Gift Card Program	$ 2,024,400.00	1687 Households	$100 Monthly	12 months
	Utility Bill Assistance	$ 450,300.00	1,002 households 1st year; 1,000 households each years 2 & 3	$25 bi-monthly	3 - years
Services for Unhoused	Steps 4 Life	$ 126,750.00	Unhoused Individuals	Not to exceed $30,000 per fiscal year	51 months (April 2022-June 2026)
	Homeless Sol. Coordinator	$ 323,250.00	Unhoused Individuals	N/A	Fully Funded until 2025
Business Economic Recovery	Business Gift Voucher Match	$ 2,250,000.00	300 Eligible small businesses each year	$5,000 match year 1; then $2,500 match year 2	2-year
Waste Water Rate Reduction	Waste WaterTreatment Plant Project	$ 1,000,000.00	All Residents and Rate Payers	Decrease rate from 15% down to 8%	Through 2025
Premium Pay	Premium Pay for Eligible Employees	$ 3,100,500.00	approx. 477 eligible City employees	Up to $6,500 - $125 per payperiod (52 payperiods)	one time benefit
Pandemic Response	Limited-term Administrative Assistants	$ 232,000.00	ARPA Program Participants	N/A	2-years
	Public Health Response	$ 2,000,906.00	Residents and Staff	N/A	Through 2024
	Total	$ 11,508,106.00			

In regard to premium pay for eligible employees, the calculations for premium pay will be based upon the essential work performed during the period beginning March 9, 2020, through March 6, 2022 (52 pay periods).

SUBMITTED BY:
Janice McConnell, Assistant City Manager

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Danielle J. McHugh, City Attorney
Danielle Garcia, Management Services/Finance Director

PREPARED BY:
Maira Durazo, Grants Coordinator

Fiscal Impact

Discussion:
The total grant award to Redlands is $11,508,106.

Attachments

ARPA Program Details Table

RESOLUTION NO. 8206

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING INCREASED WASTEWATER RATES AND CHARGES

WHEREAS, the Utilities Advisory Committee and staff of the City have recommended to this City Council that increases to the City's wastewater rates and charges are necessary to recover the reasonable costs the City incurs by providing wastewater service to its customers and meeting the operating expenses of the City; and

WHEREAS, the City has provided written notice by mail of the date, time, and place of a public hearing on the proposed increased rates and charges to both the record owners and tenants of each parcel of property on which the rate or charge is to be imposed, the specific amount of the rate or charge, the reason for the rate or charge, and the basis upon which the rate or charge was calculated; and

WHEREAS, at a duly noticed public hearing, held not less than forty five (45) days after the mailing of notice of the proposed increased rates and, charges, verbal and written testimony was presented to this City Council relating to such increases in the wastewater rates and changes; and

WHEREAS, at the public hearing on the proposed rates and charges, this City Council considered all protests against such rates and charges and determined that written protests against the rates and charges were not presented by a majority of the record owners of the parcels upon which the rates and charges are to be imposed;

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

Section 1. Wastewater Rates Effective July 1, 2021. Amounts of bimonthly charges are as follows:

		City Customers
A.	Residential:	
	Single-family dwelling unit	$57.81
	Multiple-family dwelling unit	$44.52
B.	Nonresidential:	
	Low strength I	$2.24/ 100 cubic feet
	Low strength II	$2.66/ 100 cubic feet
	Low strength III	$3.07/ 100 cubic feet
	Medium strength I	$3.49/ 100 cubic feet
	Medium strength II	$3.91/ 100 cubic feet
	Medium strength III	$4.32/ 100 cubic feet
	High strength I	$4.74/ 100 cubic feet
	High strength II	$5.15/ 100 cubic feet
	1. Large volume user:	

	>25,000 gallons per day	$3.07/ 100 cubic feet
	2. Nonresidential minimum charge:	
	All strengths	$44.52
C.	Schools:	
	Elementary	$124.43/100 ADA[1]
	Secondary and high school	$199.09/100 ADA[1]
D.	Septage:	
	Tank dumping	$0.10/gallon $15.00 minimum

Note:
[1] ADA: Average Daily Attendance

Section 2. Wastewater Rates Effective July 1, 2022. Amounts of bimonthly charges are as follows:

		City Customers
A.	Residential:	
	Single-family dwelling unit	$66.49
	Multiple-family dwelling unit	$51.20
B.	Nonresidential:	
	Low strength I	$2.58/ 100 cubic feet
	Low strength II	$3.06/ 100 cubic feet
	Low strength III	$3.54/ 100 cubic feet
	Medium strength I	$4.02/ 100 cubic feet
	Medium strength II	$4.50/ 100 cubic feet
	Medium strength III	$4.97/ 100 cubic feet
	High strength I	$5.46/ 100 cubic feet
	High strength II	$5.93/ 100 cubic feet
	1. Large volume user:	
	>25,000 gallons per day	$3.54/ 100 cubic feet
	2. Nonresidential minimum charge:	
	All strengths	$51.20
C.	Schools:	
	Elementary	$143.10/100 ADA[1]
	Secondary and high school	$228.96/100 ADA[1]
D.	Septage:	
	Tank dumping	$0.12/gallon $17.25 minimum

Note:
[1] ADA: Average Daily Attendance

Section 3. This City Council hereby finds and determines that the City's establishment and/or modification of the rates and charges approved by this resolution is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(8) and CEQA Guidelines Section 15273, because such rates and charges are necessary for meeting operating expenses of the City.

ADOPTED, SIGNED AND APPROVED this 18th day of May, 2021.

Paul T. Barich, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was adopted by the City Council at a regular meeting thereof held on the 18th day of May, 2021 by the following vote:

AYES:	Councilmembers Davis, Foster, Guzman-Lowery, Tejeda; Mayor Barich
NOES:	None
ABSTAIN:	None
ABSENT:	None

Jeanne Donaldson, City Clerk

ORDINANCE NO. 2926

AN ORDINANCE OF THE CITY OF REDLANDS AMENDING CHAPTER 3.62 OF THE REDLANDS MUNICIPAL CODE RELATING TO SEWER SERVICE FUND

Section 1. Chapter 3.62 of the Redlands Municipal Code, titled "Sewer Service Fund," is hereby amended to read as follows:

"CHAPTER 3.62
SEWER SERVICE FUND

SECTION:

3.62.010: Establishment
3.62.020: Definitions
3.62.030: Charges

3.62.010: ESTABLISHMENT:

There is established the sewer service fund to provide for administration, operation and maintenance of the Redlands domestic sewerage system and its capacity to serve its existing users. All interest on the cash balance of the fund shall accrue to the sewer service fund. The following rules shall apply:

A. All service charges and all miscellaneous charges not otherwise designated shall be credited to the sewer service fund.

B. Established within the sewer service fund is a reserve for capital. The reserve for capital shall be in addition to annual capital replacement budget, to establish a fund for capital expenditures necessary due to unforeseen or unusual capital costs in any year, necessary to maintain the existing system and its capacity.

3.62.020: DEFINITIONS:

For the purpose of carrying out the intent of this chapter, the following definitions shall apply:

MULTIPLE-FAMILY DWELLING UNIT: A structure designed and used for occupancy of two (2) or more families, but does not include motels, hotels, or rest homes, nursing homes, with common cooking facilities.

PREMISES: A lot, parcel of land, building or establishment.

SEWER CONNECTION OR CONNECTION: Physically tapping into sewer mains or their laterals for the purpose of serving a private sewer line or building sewer from a property or premises.

SEWER RATES: The sewer rates, rate structures and rate classes to be established by the city council to be used as a basis for charging users for service from the sewerage system.

SEWER SERVICE CHARGE: Service charges for the use of the sewerage system based on sewer rates.

SEWERAGE SYSTEM: Those pipelines and appurtenances maintained and operated by the city for the collection and conveyance of sewage to the plant owned and operated by the city, wastewater treatment, and treatment and discharge of such wastewater to required standards.

SINGLE-FAMILY DWELLING UNIT: A structure or portion thereof used exclusively for the occupancy of one family.

3.62.030: CHARGES:

The wastewater service charges for the following categories shall be paid for wastewater service.

Every person whose premises in the city is served by a connection with the wastewater system of the city, whereby the sewage or industrial wastes, or either or both, are disposed of by the city, either through the facilities of the wastewater treatment and sewage disposal works owned by the city, or otherwise, shall pay a sewer service charge which is established by Resolution of the City Council.

A. Residential Rates: For all residential dwelling units, including single-family and multiple-family dwelling units, there shall be a bimonthly charge.

B. Nonresidential Rates: For all nonresidential users there shall be a bimonthly charge based upon the strength of the wastewater discharged for each one hundred (100) cubic feet or fraction thereof. Wastewater strength data is adapted from state water resources control board's "Revenue Program Guidelines for Wastewater Agencies".

    1. Large volume users are classified as users with greater than twenty five thousand (25,000) gallons per day discharge.

    2. A minimum bimonthly charge equivalent to the multiple-family dwelling unit rate shall apply to any nonresidential user whose wastewater discharge per one hundred (100) cubic feet or fraction thereof results in a total charge less than the equivalent of the multiple-family dwelling unit rate.

C. School Rates: Each school shall pay a bimonthly charge for each one hundred (100) average daily attendance or part thereof.

Section 2. The Mayor shall sign this ordinance and the City Clerk shall certify to the adoption of this ordinance and shall cause it, or a summary of it, to be published once in the Redlands Daily Facts, a newspaper of general circulation within the City, and thereafter, this ordinance shall take effect as provided by 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 Ordinance was duly adopted by the City Council at a regular meeting thereof held on the 18th day of May, 2021

AYES: Councilmembers Foster, Tejeda, Davis, Guzman-Lowry; Mayor Barich
NOES: None
ABSENT: None
ABSTAINED: None

Jeanne Donaldson, City Clerk

"A City That Works"

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

DATE: 05/17/2022

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the minutes of the regular meeting of January 18, 2022 (Secretary Donaldson)

MOTION:

I move to approve the minutes of the regular meeting of January 18, 2022.

Attachments

Minutes of the regular meeting of January 18, 2022

MINUTES

Regular meetings of the City Council and the Redlands Financing Authority of the City of Redlands held on January 18, 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; Dan McHugh, 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, Interim Fire Chief

This was conducted as a teleconference meeting held in the City Council Chambers, Civic Center, 35 Cajon Street, Redlands, California 92373 and held in the Grand View Room, Redlands Community Senior Center, 111 West Lugonia, Redlands, CA 92374.

Mayor Barich, Mayor Pro Tempore Tejeda and Council Member Davis were present in the Council Chamber, while Council Member Guzman-Lowery attended via teleconferencing at the Redlands Community Senior Center. Most City staff participated remotely. All votes during the meetings were conducted by roll call.

Mayor Barich called the meeting to order at 5:00 P.M. and a quorum was established.

PUBLIC COMMENT

None forthcoming

CLOSED SESSION

Conference with real property negotiators - Government Code §54956.8
(Municipal and Utilities and Engineering Director Harris)

Property:	APNs 0300-451-13-0000, 0300-451-14-0000, 0300-451-24-0000, 0300-451-25-0000; (Property located on Helen Court)
Agency Negotiators:	Charles M. Duggan and John R. Harris
Negotiating Party:	Cathy A. Macknet, Kenneth D. Macknet II, Mark R. Macknet
Under negotiation:	Terms of payment and price of possible property purchase by City

Conference with real property negotiators - Government Code §54956.8
(Municipal and Utilities and Engineering Director Harris)

Property:	APNs 0318-061-07-0000, 0318-111-02-0000, 0303-071-14-0000, 0299-321-04-0000
Agency Negotiators:	Charles M. Duggan and John R. Harris
Negotiating Party:	South Mountain Water Company
Under negotiation:	Terms of payment and price of possible property purchase by City

RECONVENE CITY COUNCIL MEETING

The meeting reconvened at 6:00 P.M.

2022 By-District Council Member Election Boundaries

Mayor Barich opened the public hearing and called on Development Services Director Desatnik who introduced Todd Tatum, of National Demographics Corporation (NDC). Mr. Tatum provided a brief overview of the redistricting process to examine the current district boundaries and how that lines up with the 2020 Census data. He highlighted the following City specific information: Current Total Population is 73,385; Each District population should be roughly 14,680; Current Deviation is 3.60%; The current District Map is considered 'Balanced' based on the criteria of the California Voting Rights Act and the City would not need to make changes to the districts. The districts must be substantially equal in population and the draft map, which is based on existing district boundaries has been reviewed for compliance with Federal and State law including the Voting Rights Act and the Fair And Inclusive Redistricting for Municipalities And Political Subdivisions (FAIR MAPS) Act. He reviewed the federal laws, state criteria and listed other traditional redistricting principles, including: Minimizing voters shifted to different election years; Respecting voters' choices / continuity in office; Future population growth; Preserving the core of existing districts.

Mayor Pro Tem Tejeda requested the Council consider developing a new map which might reflect more balance among all the districts and offer a deviation of less than 3.60%, as seen in the consultant's map. He mentioned that in 2017 when the City was first determining district boundaries, a map was drawn by students and professors from the University of Redlands, and he recommended this map could be utilized as a guide for establishing tighter balances among the districts. Mr. Tatum agreed this was certainly doable and NDC could immediately begin to draw a new map. With no further comments, the Mayor closed the Public Hearing.

Materials for members of the public to utilize for drawing draft district maps and submitting proposed maps to the City are available on the City's redistricting website, which can be found at drawredlands.org where the current election district boundary map, demographics and paper mapping tools can be found. The public is invited to submit information regarding their Communities of Interest and proposed district boundaries for the 2021 redistricting process by January 31, 2022, and all draft maps will be published to the website on February 7, 2022. The future hearing date to consider draft maps will be held on February 15, 2022,

and for final map adoption by April 17, 2022.

Invocation

Council Member Guzman-Lowery presented an invocation which was followed by the pledge of allegiance to the American flag.

Council Member Appointment District 5

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the appointment of Mick Gallagher to serve on the City Council representing Council District 5 until a newly elected Council Member takes office in December 2022.

Vote: 4 - 0 Passed

Oath of Office - City Clerk Donaldson administered the oath of office to newly appointed Council Member Gallagher

Mayor Barich recessed the meeting briefly and reconvened at 6:27 P.M.

Appointee Comments - Council Member Gallagher recognized the tremendous service of former Council Member Paul W. Foster and thanked the Council Members for placing their confidence in him with this appointment. He expressed his appreciation of the City, his wife, Sandie, and was honored to serve again on the Council.

CLOSED SESSION REPORT

City Attorney McHugh announced that no reportable action was taken during the closed session.

PUBLIC COMMENT

None forthcoming

CONSENT CALENDAR

Minutes

On motion of Mayor Paul Barich, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the minutes of the regular meeting of December 21, 2021.

Vote: 4 - 1 Passed
ABSTAIN: Council Member Gallagher

Emergency Resolution No. 8065 Report

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the Report regarding Emergency Resolution No. 8065 proclaiming the existence of a local emergency in response to COVID-19 (Coronavirus Disease 2019).

Vote: 5 - 0 Passed

2020-21 Year-End Encumbrance and Carryover Balances

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, additional appropriations of 2020-21 Year-End Encumbrance and Carryover Balances.

Vote: 5 - 0 Passed

Cellular Tower Lease Revision

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the revised request to co-locate facilities on an existing cellular tower lease site at the Dearborn Reservoir site is exempt from environmental review under Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the revised Crown Castle Consent Request to co-locate facilities on an existing cellular tower lease site at the Dearborn Reservoir site.

Vote: 5 - 0 Passed

Resolution No. 8290 Yucaipa Sub-Basin Groundwater Sustainability Plan

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, Resolution No. 8290, to adopt the Yucaipa Sub-Basin Groundwater Sustainability Plan (Basin No. 8-002.07).

Vote: 5 - 0 Passed

Aerial Mapping & Land Surveying Services Agreement

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that the agreement with Aero Tech Surveys is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Act; and approved an agreement with Aero Tech Surveys to provide aerial mapping and land surveying services for the California Street Landfill in an amount not-to-exceed $39,000 for the initial term of one year, with the option to extend by two additional one-year terms for a total amount not-to-exceed $117,000.

Vote: 5 - 0 Passed

Traffic Signal Cabinet Battery Backup Systems Purchase

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the purchase order is exempt from environmental review pursuant to Section 15301 of the State's guidelines implementing the California Environmental Act; and approved a sole source purchase order with NexTech Systems, Inc. for the provision of traffic signal cabinet battery backup systems in an amount not to exceed $48,500.81.

Vote: 5 - 0 Passed

Request to Consume Alcohol at Smiley Park Watchorn Lincoln Dinner

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the request for the consumption of alcoholic beverages within a City park during the Watchorn Lincoln Dinner 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 Smiley Park during the Lincoln Dinner to be held on February 12, 2022.

Vote: 5 - 0 Passed

California Market Match Program Grant Acceptance

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously approved, by roll call vote, the acceptance of the California Market Match Program Grant through the Ecology Center in the amount of $4,260; and approved an additional appropriation of the same.

Vote: 5 - 0 Passed

Citizens' Measure T Oversight Committee Appointment

On motion of Council Member Mick Gallagher, seconded by Council Member Denise Davis, the City Council unanimously appointed, by roll call vote, Edward Ico to serve the remainder of an unexpired term representing Council District 2 on the Citizens' Measure T Oversight Committee ending April 20, 2025, as recommended by Mayor Pro Tem Tejeda.

Vote: 5 - 0 Passed

COMMUNICATIONS

Video Series Making Redlands a Better Place

Public Information Officer Baker presented a new video from the video series "Working for You: Making Redlands a Better Place." This month's video highlighted Aaron Canedo, Water Distribution Supervisor. Filming and production work was provided by Cheryl Williams, Multimedia Production Coordinator.

Hometown Heroes Recognition

Assistant City Manager Boatman commemorated military service members whose banners have been retired from the Redlands Hometown Heroes Military Banner Program. The program recognizes and honors Redlands residents and their immediate family members who are actively serving in, or have been honorably discharged from the United States Armed Forces. Council Member Gallagher offered his heartfelt thanks to this group of Hometown Heroes. With appreciation for their sacrifice associated with military service to our country, the following banners have been retired:

1. Andrew Felarca, Navy - Banner flown over the streets of Redlands from May 2013 to March 2021
2. Anthony Garcia, Army - Banner flown over the streets of Redlands from May 2012 to March 2021
3. Skylar Nieman, Army - Banner flown over the streets of Redlands from May 2012 to March 2021
4. Jacob Rechsteiner, Army - Banner flown over the streets of Redlands from November 2012 to March 2021
5. Alexander Tovar, Marines - Banner flown over the streets of Redlands from November 2012 to March 2021

Council Ad Hoc COVID-19 Subcommittee

Mayor Pro Tem Tejeda explained that in 2020, the City Council formed an Ad Hoc Committee comprised of then Mayor Foster and Mayor Pro Tem Davis, who provided guidance to staff on matters relating to the COVID-19 pandemic. With the recent retirement of Paul Foster, a vacancy exists on the Subcommittee, and Mayor Pro Tem Tejeda expressed an interest in filling the empty seat. Council Member Davis thanked Mayor Pro Tem Tejeda for his willingness to serve on the Subcommittee.

On motion of Mayor Paul Barich, seconded by Council Member Denise Davis, the City Council unanimously appointed, by roll call vote, Mayor Pro Tem Tejeda to the Council Ad Hoc COVID-19 Subcommittee, to fill the vacancy left by the retirement of Council Member Foster.

Vote: 5 - 0 Passed

Renaming Shoppers Lane

Council Member Davis recapped events leading to the consideration of the renaming of Shoppers Lane to Al Harris Avenue. Mr. Harris, a long-time employee of Krikorian Theater, was beloved by many in the community. Council Members Davis and Guzman-Lowery fully supported the renaming, not only as a way to honor the man, but also to honor the over 10,000 electronic signatures collected. Council Member Gallagher and Mayor Barich stressed the City should use the highest standards when naming streets and public places. They agreed Mr. Harris was a great guy, but they raised questions whether he was the most deserving of this honor. Mayor Barich put forth the name of Joseph A. Rivera, a Latino and the City's first constable.

As public comment, Robb McDermott stated that he created the petition and collected the signatures. He and Andy Hoder listed various reasons for their support to rename the street to Al Harris Avenue. Phil Courtney added he had spoken with the LOOK theater owner, and they were planning to build a memorial wall for Al Harris. Mario Saucedo, of Common Vision Coalition, and Toni Momberger provided some historical background of Joseph A. Rivera and urged the Council to consider honoring him by renaming the street in his memory. Council Members continued to discuss the matter at length with no clear consensus.

On motion of Council Member Denise Davis, seconded by Council Member Jenna Guzman-Lowery, the City Council failed, by roll call vote, to rename Shoppers Lane to Al Harris Avenue.

Vote: 2 - 3 Failed

NAY: Mayor Paul Barich
Mayor Pro Tempore Eddie Tejeda
Council Member Mick Gallagher

Another motion, made by Mayor Pro Tem Tejeda, to rename Shoppers Lane in honor of Joseph A. Rivera, failed due to lack of a second.

Resolution No. 8291 Virtual City Council Meetings

Assistant City Manager McConnell provided background related to holding virtual City Council meetings in compliance with Assembly Bill 361. She listed the specific requirements for public agencies to hold virtual meetings during a proclaimed state of emergency to remain in compliance with the Brown Act, including the requirement to provide a way for real-time public comments to be made. She presented Resolution No. 8291, authorizing remote teleconference meetings by the City Council and all boards, commissions and committees of the City in accordance with AB 361. Council Member Davis encouraged her colleagues to support the resolution to allow the Council flexibility and give the option to attend meetings remotely, while also protecting the public health.

On motion of Council Member Denise Davis, seconded by Mayor Pro Tempore Eddie Tejeda, the City Council unanimously approved, by roll call vote, Resolution No. 8291.

Vote: 5 - 0 Passed

PUBLIC HEARINGS

Parking Requirements Downtown Specific Plan

Mayor Barich opened the public hearing and called on Development Services Director Desatnik for details on the proposal to amend the Redlands Municipal Code pertaining to developments standards in the C-3, General Commercial District to allow residential density in accordance with the existing provisions of Measure "U," and modify the parking requirements for mixed use development and multifamily-attached residential development projects located within one-half mile of a train station. The 2035 General Plan encourages new infill development in the interior core areas of the City and around the three new train stations in particular. This infill development is to emphasize transit-oriented development, of which compact mixed uses (residential combined with commercial uses) play a key role. The proposed amendments will reduce ambiguity concerning density allowed in the C-3, General Commercial zone for the downtown area and modify on-site parking standards for mixed-use projects and residential projects located within one-half mile of a train station. This will better match the actual parking demands of transit-oriented developments. The Planning Commission reviewed the proposed code amendment and voted 4 to 1 recommending approval to the City Council.

Council Member Gallagher and Mayor Barich were not convinced the parking demands of downtown development would be reduced, and they expressed concerns that the public will continue to drive their vehicles and will still need to park. Mayor Pro Tem Tejeda wanted to make it clear to everyone that the Council was aware the public considered parking to be a big concern, and he said addressing those concerns was a priority of the City. Council Members Davis and Guzman-Lowery supported the amendments and the transit village concept, built on smart growth through the use of smarter planning and development principles.

As public comment, Andy Hoder did not support the proposals, questioned the math used to determine the projected parking needs and reminded everyone that former Council Member Foster publicly opposed these changes, stating the developers were the ones to benefit. Ruth Cook stressed the nature of finding the right balance between having just enough parking and having too much parking. Brian Seghers stated that parking spaces downtown were already limited, and he was concerned the amendments would favor large developers and place an undue burden on small business owners. No written comments were received and Mayor Barich closed the public hearing.

Director Desatnik pointed out that walkability attracts the public to a downtown area, and he recommended the City better utilize the existing parking spaces and work towards informing and educating the public. City Manager Duggan added the proposals were not intended as a developer incentive but were meant to standardize the actual need with the demand. He said he was planning to direct staff to reexamine the downtown parking situation and provide a report to Council in the next fiscal year.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council introduced, by roll call vote, Ordinance No. 2930 (Ordinance Text Amendment No. 360), to amend Title 18 of the Redlands Municipal Code by modifying Chapter 18.92.080(B) pertaining to developments standards in the C-3, General Commercial District to allow residential density in accordance with the existing provisions of Measure "U," and modify the parking requirements for mixed use development and multifamily-attached residential development projects located within one-half mile of a train station; and approved Resolution No. 8274 Specific Plan Amendment No. 22 to the Downtown Specific Plan (Specific Plan No. 45), to amend Section III, Part C (Property Development Standards), sub-sections 1.7 and 3.7 of Specific Plan No. 45, to modify the on-site parking requirements for mixed use development and multifamily attached residential development projects located within one-half mile of a train station.

Vote: 3 - 2 Passed

NAY: Mayor Paul Barich
Council Member Mick Gallagher

NEW BUSINESS

Resolution No. 8263 Independent Contractor Agreements

Assistant City Manager Boatman reviewed Resolution No. 8263 authorizing the City Manager to approve standard form Independent Contractor Agreements for recreational services and programs, administered by the Facilities and Community Services Department Recreational Division. He explained the change to the procedures will enhance the number of programs offered through the Recreation Division and will provide for a more efficient and timely permitting process. The current process requires that each similar agreement be considered and approved by the City Council. The proposed resolution would streamline this process and allow the City Manager or designated City staff to administratively approve the Recreation Division standard form of independent contractor agreements.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Mick Gallagher, the City Council unanimously approved, by roll call vote, Resolution No. 8263, authorizing the City Manager to approve standard form Independent Contractor Agreements for recreational services and programs, administered by the Facilities and Community Services Department Recreational Division; and determined that approval of the resolution is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act.

Vote: 5 - 0 Passed

CFD Landscape Services Amendment

Assistant City Manager Boatman presented the need for the First Amendment to the non-professional services agreement with RP Landscape and Irrigation to increase the second renewal annual compensation from $66,036 to $122,663.92 and the total compensation under the Agreement to an amount not-to-exceed $254,735.92. Staff performed a cost projection for the existing contract and determined that an additional $56,627.92 will be needed for the remainder of the agreement to address additional landscaping.

On motion of Mayor Pro Tempore Eddie Tejeda, seconded by Council Member Denise Davis, the City Council unanimously determined, by roll call vote, that approval of the first amendment to the non-professional services agreement with RP Landscape and Irrigation is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved the first amendment to the non-professional services agreement with RP Landscape and Irrigation to increase the second renewal annual total compensation from $66,036 to $122,663.92; and the total compensation under the agreement to an amount not-to-exceed $254,735.92.

Vote: 5 - 0 Passed

WWTP Recycled Water Reservoir Engineering Project

Municipal Utilities and Engineering Department Director Harris introduced a Professional Services Agreement with Carollo Engineers for the WWTP Recycled Water Reservoir Engineering Project. The intent of the project is to engineer two 1.5 MG recycled water reservoirs at the WWTP to store this water for a more beneficial use. One reservoir is scheduled for construction in FY 22/23, and the second reservoir is scheduled for construction in FY 23/24.

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 a Professional Services Agreement with Carollo Engineers is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; approved an additional expenditure appropriation of $734,839 from the Non-Potable Capital Improvement Fund (532), which is a Development Impact Fee Fund; and approved the Professional Services Agreement with Carollo Engineers for the WWTP Recycled Water Reservoir Engineering Project in an amount not-to-exceed $734,839.

Vote: 5 - 0 Passed

COUNCIL MEMBER ANNOUNCEMENTS AND ACTIVITIES

Council Member Davis thanked City Attorney McHugh for his participation with the Youth Council held via zoom on January 12, 2022.

ADJOURNMENT

There being no further action required the meeting adjourned at 8:06 P.M. The next regular meeting of the City of Redlands City Council will be held on February 1, 2022

REDLANDS FINANCING AUTHORITY

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

PUBLIC COMMENTS

None forthcoming

Minutes

On motion of Vice Chair Tejeda, seconded by Board Member Davis, the minutes of the regular meeting of September 21, 2021, were approved, by roll call vote.

Vote: 4 - 1 Passed
ABSTAIN: Board Member Gallagher

ADJOURNMENT

There being no further business, the Redlands Financing Authority adjourned at 8:07 P.M. The next regular meeting of the Agency will be held on May 17, 2022.