



Agenda
City of Beaumont City Council Meeting
Closed Session 5:00 PM
Regular Session 6:00 PM

Beaumont Financing Authority
Beaumont Successor Agency (formerly RDA)
Beaumont Utility Authority
Beaumont Parking Authority
Beaumont Public Improvement Authority
Community Facilities District 93-1

550 E. 6th Street, Beaumont, Ca
Tuesday, October 1, 2019

Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packets are available for public inspection in the City Clerk's office at 550 E. 6th Street during normal business hours.

Any person with a disability who requires accommodations in order to participate in this meeting should telephone the City Clerk's office at (951) 769-8520, at least 48 hours prior to the meeting in order to make a request for a disability related modification or accommodation.

Any one person may address the City Council on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give it to the City Clerk. There is a three (3) minute limit on public comments. There will be no sharing or passing of time to another person. State Law prohibits the City Council from discussing or taking actions brought up by your comments.

Page

CLOSED SESSION

A Closed Session of the City Council / Beaumont Financing Authority / Beaumont Utility Authority / Beaumont Successor Agency (formerly RDA)/Beaumont Parking Authority / Beaumont Public Improvement Authority may be held in accordance with state law which may include, but is not limited to, the following types of items: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators and conference with legal counsel regarding pending litigation. Any public comment on Closed Session items will be taken prior to the Closed Session. Any required announcements or discussion of Closed Session items or actions following the Closed Session will be made in the City Council Chambers.

CALL TO ORDER

Mayor Martinez, Mayor Pro Tem Santos, Council Member Carroll, Council Member Lara, and Council Member White

1. Public Comments Regarding Closed Session

2. Existing Litigation - Pursuant to Government Code Section 54956.9(d)(1): Two Matters: (1) Serrato v. City of Beaumont, Case No. RIC 1810937; (2) Peters v. City of Beaumont et. al., Case No. RIC 1707116

3. Conference with Legal Counsel Regarding Pending Litigation Pursuant to Government Code Section 54956.9(d)(1): - One Case Adverse to Norton Rose: Case Number RIC 1904645
4. Existing Litigation - Pursuant to Government Code Section 54956.9(d)(1): Urban Logic v. City of Beaumont et. al., Riverside County Superior Case No. RIC 1707201
5. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(1): - One Matter Related to National Opiate Litigation Listing All U.S. Cities as Class Members Including Beaumont, Which Action is Titled 'In Re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio)'
6. Conference with Legal Counsel Regarding Anticipated/Existing Litigation - Pursuant to Government Code Section 54956.9(d)(1)and/or(2) and/or (3). (Worker's Compensation Case No. PASN-002921, COBM-0051, and COBM-0069)
7. Conference with Legal Counsel Regarding Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(4): - One Potential Case

Adjourn to Closed Session

REGULAR SESSION

CALL TO ORDER

Mayor Martinez, Mayor Pro Tem Santos, Council Member Carroll, Council Member Lara, and Council Member White

Report out from Closed Session:

Action on any Closed Session items:

Action on any requests for excused absence:

Pledge of Allegiance:

Approval/Adjustments to Agenda:

Conflict of Interest Disclosure:

ANNOUNCEMENTS/RECOGNITIONS/PROCLAMATIONS/CORRESPONDENCE

1. National Code Enforcement Week Recognition

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

Any one person may address the City Council on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give it to the City Clerk. There is a three (3) minute time limit on public comments. There will be no sharing or passing of time to another person. State Law prohibits the City Council from discussing or taking actions brought up by your comments.

CONSENT CALENDAR

Items on the consent calendar are taken as one action item unless an item is pulled for further discussion here or at the end of action items.

Approval of all Ordinances and Resolutions to be read by title only.

- | | |
|---|-----------|
| 2. Ratification of Warrants dated
Warrants dated 08.15.2019
Warrants dated 09.12.2019
Warrants dated 09.19.2019 | 9 - 55 |
| 3. Approval of Minutes
CC Minutes 09.17.19 | 57 - 62 |
| 4. Bond Exoneration for Bond No. K08619943, K08619906 and 113447 - K. Hovnanian Homes
Recommended Council Action(s): <ol style="list-style-type: none">1. Waive the full reading and adopt by title only, "A Resolution of the City of Beaumont Authorizing the Mayor to Accept the Offers of Dedication Related to Sewer Improvements";2. Approve and authorize the Mayor to sign the following documents as well as authorize the City Manager to release and exonerate all of the following bonds 45 days after the recordation of the Notice of Completion:
Notice of Completion for sewer improvements
Certificate of Acceptance for sewer improvements; and3. Accept maintenance bond No. LICX1166623 to replace performance bond No. 1134474 street, sewer and storm drain.
Staff Report - Html
Attachment A - Bond exoneration application no. 1134474, and associated improvement plans
Attachment B - Bond exoneration application no. K008619943, and associated improvement plans
Attachment C - Bond exoneration application no. K008619906, and associated improvement plans
Attachment D - Notice of Completion K Hov
Attachment E - Certificate of Acceptance Offer of Dedication K HOV
Attachment F - Resolution Offer of Dedication
Attachment G - Maintenance Bond No. LICX1166623, Tract 33096-12 | 63 - 131 |
| 5. Approve Lien Release for William Lyon Homes, LLC for Tract Map Numbers 34880 and 27971-5 within the Olivewood Specific Plan Residential Development | 133 - 294 |

Recommended Council Action(s):

1. Approve the lien release for William Lyon Homes, LLC for Tract Map Numbers 34880 and 27971-5 within the Olivewood specific plan residential development.

[Staff Report - Html](#)

[Attachment A - Release of Lien 2017-0076553](#)

[Attachment B - DOC #2017-0076553](#)

[Attachment C - Bond PW2018-0304](#)

[Attachment D - Bond 17-4108](#)

[Attachment E - Bond 17-4109](#)

[Attachment F - Release of Lien 2017-0076554](#)

[Attachment G - DOC #2017-0076554](#)

[Attachment H - Bond 17-4110, 17-4111, 17-4112](#)

[Attachment I - Release of Lien 2017-0076559](#)

[Attachment J - DOC #2017-0076559](#)

[Attachment K - Bond 2078](#)

[Attachment L - Bond 17-4156](#)

[Attachment M - Bond 17-4157](#)

6. Approval of the Pretreatment Facilities Agreement with Perricone Juices 295 - 352

Recommended Council Action(s):

City Council authorize the City Manager to execute the attached Pretreatment Facilities Agreement.

[Staff Report - Html](#)

[Attachment A - Pretreatment Agreement](#)

7. June 2019 Preliminary Financial Reports and July 2019 Financial Reports 353 - 365

Recommended Council Action(s):

Receive and file.

[Staff Report - Html](#)

[2019-07-31 Financial Reports](#)

[2019-06-30 Financial Reports updated](#)

PUBLIC HEARINGS

Approval of all Ordinances and Resolutions to be read by title only

ACTION ITEMS

Approval of all Ordinances and Resolutions to be read by title only.

8. Purchase of Three 2020 Ford Explorer Police Interceptors and Lease of Two 2020 Ford Explorer Police Interceptors for the Police Department 367 - 374

Recommended Council Action(s):

1. Authorize staff to retire and auction the listed vehicles from the Police Department fleet at a cost of \$870.00;
2. Authorize staff to purchase three and lease two Police Vehicles in the total amount of \$195,114.35 from National Auto Fleet Group; and

3. Authorize staff to purchase emergency equipment and installation for all vehicles, in the amount not to exceed \$81,000.00 from West Coast Lights and Siren.

[Staff Report - Html](#)

[Attachment A - Quotes](#)

9. Provide Direction to Staff on Establishing a Moratorium Prohibiting Self-Storage, Recreational Vehicle Storage, Vehicle Parking Facilities and Similar Uses 375 - 377

Recommended Council Action(s):

1. Provide direction to staff on establishing a moratorium prohibiting self-storage, recreational vehicle storage, vehicle parking facilities and similar uses.

[Staff Report - Html](#)

10. Provide Direction to Staff on the Sign Ordinance as it Pertains to Billboards and Digital Display Conversions 379 - 380

Recommended Council Action(s):

1. Provide direction to staff on the sign ordinance as it pertains to billboards and digital display conversions.

[Staff Report - Html](#)

11. Approval of Contracts for Capital Improvement Project - Council Chamber Renovation; Award of Contract for Design and Installation of Audio and Video Enhancement to Council Chambers and Overflow Areas to Enko Systems, Inc., in the amount of \$125,927.25; Award of Contract for Council Chamber Renovation Construction to GV Construction, Inc., in the Amount of \$87,501.77; Award of Contract for Design and Build of Council Chamber Furniture to GV Construction, Inc., in the Amount of \$44,520.00 381 - 545

Recommended Council Action(s):

1. Approve the award of contract for design and installation of audio and video enhancement to Council Chambers and overflow areas to Enko Systems, Inc., in the amount of \$125,927.25, with the authorization for the City Manager to approve any change orders up to \$5,000.00;
2. Approve the award of contract for Council Chamber renovation construction to GV Construction Inc., in the amount of \$87,501.77, with the authorization for the City Manager to approve any change orders up to \$5,000.00; and
3. Approve the award of contract for design and build of Council Chamber furniture to GV Construction, Inc., in the amount of \$44,520.00 with the authorization for the City Manager to approve any change orders up to \$5,000.00;

[Staff Report - Html](#)

[Attachment A - Design and Build of Furniture - GV Construction - Contract](#)

[Attachment B - Design and Install of AV Equipment - Enko Systems - Contract](#)

[Attachment C - Council Chamber Reno Construction - GV Construction - Contract](#)

12. City Council Approval of Change Order No. 10 for the Wastewater Treatment Plant Upgrade/Expansion in the Amount Not to Exceed \$596,031.05 547 - 631

Recommended Council Action(s):

1. Approval of Change Order No. 10 for the Wastewater Treatment Plant Upgrade/Expansion in the Amount Not to Exceed \$596,031.05.

[Staff Report - Html](#)

[Attachment A - Change Order No. 10](#)

13. Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project Status Update 633 - 643

Recommended Council Action(s):

1. Receive and file the project updates.

[Staff Report - Html](#)

[Attachment A - Brine Line Reach 1 - 3 Week Schedule](#)

[Attachment B - Brine Line Reach 2 - 3 Week Schedule](#)

[Attachment C - WWTP - 3 Week Schedule](#)

14. Set Date and Time for a FY2020-21 Budget Workshop 645

Recommended Council Action(s):

1. Set a date and time for a workshop to discuss the FY2020-21 budget.

[Staff Report - Html](#)

15. Legislative Updates and Discussion

COUNCIL REPORTS

- Carroll
- Lara
- Martinez
- Santos
- White

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT

Finance and Audit Committee Report Out and Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

16. [Status of Pending Litigation](#) 647

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

Adjournment of the City Council of the October 1, 2019 Meeting at ___ p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, October 15, 2019, at 5:00 p.m. or thereafter as noted on the posted Agenda for Closed Session items in the City Council Board Room No. 5, followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online www.BeaumontCa.gov



WARRANTS TO BE RATIFIED

Thursday, August 15, 2019

Printed Checks	102898-102979	\$	115,219.70	FY 18/19
		\$	1,387,299.60	FY 19/20
ACH	195-201	\$	6,268,889.81	
	A/P Total	\$	<u>7,771,409.11</u>	
Bank Drafts	CitiBank	\$	2,127.80	Returned Sewer & Trash Payments
	Guardian	\$	20,685.67	Aug-19
	CalPERS	\$	49,857.70	743 Classic 2019/2020
		\$	44,649.46	742 Classic 2019/2020
		\$	13,482.55	25763 PEPRA 2019/2020
		\$	5,786.59	27308 PEPRA 2019/2020
	Merchant Bank	\$	247.33	Bank Deposit Bags

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2019 - JUNE 30, 2020

SIGNATURE: 
 TITLE: CITY TREASURER

SIGNATURE: 
 TITLE: ADMINISTRATIVE SERVICES DIRECTOR



Check Report

By Check Number

Date Range: 08/09/2019 - 08/15/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3503	CITIZENS BUSINESS BANK	08/14/2019	EFT	0.00	198,197.62	195
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
APPLICATION 8	Invoice	08/14/2019	W LYLES RETENTION ESCROW	0.00	198,197.62	
	Account Number		Item Description	Distribution Amount		
	710-0000-8030-0000		CAPITAL IMPROVEMENT W LYLES RETENTION ESCROW	198,197.62		
3400	T.E. ROBERTS, INC	08/14/2019	EFT	0.00	796,295.22	196
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
APPLICATION 7	Invoice	08/14/2019	Brine Line Reach 2 - Contractor	0.00	796,295.22	
	Account Number		Item Description	Distribution Amount		
	710-0000-8030-0000		CAPITAL IMPROVEMENT Brine Line Reach 2 - Contractor	796,295.22		
3396	W.M. LYLES CO.	08/14/2019	EFT	0.00	3,765,754.80	197
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
APPLICATION 8	Invoice	08/14/2019	WWTP SALT MITIGATION UPGRADE - CON	0.00	3,765,754.80	
	Account Number		Item Description	Distribution Amount		
	710-0000-8030-0000		CAPITAL IMPROVEMENT WWTP SALT MITIGATION UPGR	3,765,754.80		
3394	WEKA INC	08/14/2019	EFT	0.00	1,209,091.16	198
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
APPLICATION 8	Invoice	08/14/2019	Brine Line Reach 1 - Contractor	0.00	1,209,091.16	
	Account Number		Item Description	Distribution Amount		
	710-0000-8030-0000		CAPITAL IMPROVEMENT Brine Line Reach 1 - Contractor	1,209,091.16		
3229	ICMA - RC	08/15/2019	EFT	0.00	1,347.80	199
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
PD 08/02/19	Invoice	08/14/2019	EMPLOYEE CONTRIBUTIONS	0.00	1,347.80	
	Account Number		Item Description	Distribution Amount		
	100-0000-2075-0000		DEFERRED COMPENSATI EMPLOYEE CONTRIBUTIONS	585.43		
	100-0000-2075-0000		DEFERRED COMPENSATI EMPLOYEE CONTRIBUTIONS	112.37		
	100-1200-6026-0000		DEFERRED COMP EMPLOYEE CONTRIBUTIONS	650.00		
2264	SEIU	08/15/2019	EFT	0.00	1,640.54	200
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
PD 08/02/19	Invoice	08/15/2019	EMPLOYEE DUES	0.00	1,640.54	
	Account Number		Item Description	Distribution Amount		
	100-0000-2061-0000		P.E.R.C. DUES & INS EMPLOYEE DUES	1,640.54		
2295	SLOVAK BARON EMPEY MURPHY & PINKNEY	08/15/2019	EFT	0.00	177,664.67	201
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
53789	Invoice	06/30/2019	LEGAL SERVICES	0.00	1,567.50	
	Account Number		Item Description	Distribution Amount		
	120-9663-7300-0000		CONTRACTUAL SERVICES LEGAL SERVICES	1,567.50		
53790	Invoice	06/30/2019	LEGAL SERVICES	0.00	4,757.50	
	Account Number		Item Description	Distribution Amount		
	120-9663-7300-0000		CONTRACTUAL SERVICES LEGAL SERVICES	4,757.50		
53791	Invoice	06/30/2019	LEGAL SERVICES	0.00	1,760.00	
	Account Number		Item Description	Distribution Amount		
	120-9663-7300-0000		CONTRACTUAL SERVICES LEGAL SERVICES	1,760.00		
53792	Invoice	06/30/2019	LEGAL SERVICES	0.00	724.17	
	Account Number		Item Description	Distribution Amount		
	120-9663-7300-0000		CONTRACTUAL SERVICES LEGAL SERVICES	724.17		
53793	Invoice	06/30/2019	LEGAL SERVICES	0.00	880.00	
	Account Number		Item Description	Distribution Amount		
	120-9663-7300-0000		CONTRACTUAL SERVICES LEGAL SERVICES	880.00		
53794	Invoice	06/30/2019	LEGAL SERVICES	0.00	3,885.16	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		3,885.16	
<u>53795</u>	Invoice	06/30/2019	LEGAL SERVICES	0.00	22,768.08	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		22,768.08	
<u>53796</u>	Invoice	06/30/2019	LEGAL SERVICES	0.00	23,192.66	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		23,192.66	
<u>53797</u>	Invoice	06/30/2019	LEGAL SERVICES	0.00	857.08	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		857.08	
<u>53798</u>	Invoice	06/30/2019	LEGAL SERVICES	0.00	55.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		55.00	
<u>53799</u>	Invoice	06/30/2019	LEGAL SERVICES	0.00	1,650.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		1,650.00	
<u>53800</u>	Invoice	06/30/2019	LEGAL SERVICES	0.00	3,800.10	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		3,800.10	
<u>53801</u>	Invoice	06/30/2019	LEGAL SERVICES	0.00	13,045.42	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		13,045.42	
<u>53802</u>	Invoice	06/30/2019	LEGAL SERVICES	0.00	7,500.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		7,500.00	
<u>53811</u>	Invoice	06/30/2019	LEGAL SERVICES	0.00	1,725.12	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		1,725.12	
<u>53948</u>	Invoice	08/14/2019	LEGAL SERVICES	0.00	3,652.30	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		3,652.30	
<u>53949</u>	Invoice	08/14/2019	LEGAL SERVICES	0.00	82.50	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		82.50	
<u>53950</u>	Invoice	08/14/2019	LEGAL SERVICES	0.00	1,595.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		1,595.00	
<u>53951</u>	Invoice	08/14/2019	LEGAL SERVICES	0.00	2,997.50	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		2,997.50	
<u>53953</u>	Invoice	08/14/2019	LEGAL SERVICES	0.00	10,697.50	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		10,697.50	
<u>53954</u>	Invoice	08/14/2019	LEGAL SERVICES	0.00	440.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		440.00	
<u>53955</u>	Invoice	08/14/2019	LEGAL SERVICES	0.00	9,130.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		9,130.00	
<u>53956</u>	Invoice	08/14/2019	LEGAL SERVICES	0.00	14,263.33	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		14,263.33	
<u>53958</u>	Invoice	08/14/2019	LEGAL SERVICES	0.00	4,063.05	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		4,063.05	
<u>53959</u>	Invoice	08/14/2019	LEGAL SERVICES	0.00	39.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		39.00	
<u>53960</u>	Invoice	08/14/2019	LEGAL SERVICES	0.00	444.86	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		444.86	
<u>53961</u>	Invoice	08/14/2019	LEGAL SERVICES	0.00	3,250.40	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		3,250.40	
<u>53962</u>	Invoice	08/14/2019	LEGAL SERVICES	0.00	17,821.44	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		17,821.44	
<u>53963</u>	Invoice	08/14/2019	LEGAL SERVICES	0.00	7,500.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		7,500.00	
<u>53966</u>	Invoice	08/14/2019	LEGAL SERVICES	0.00	13,520.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		13,520.00	
3101	WRCOG	08/15/2019	EFT	0.00	118,898.00	202

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>JULY 2019</u>	Invoice	08/15/2019	JULY TUMF FEES	0.00	118,898.00	
	<u>570-0000-2010-0000</u>		DUE TO WRCOG (TUMF)		118,898.00	
1001	3SI SECURITY SYSTEMS	08/15/2019	Regular	0.00	648.00	102898
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV723725</u>	Invoice	06/30/2019	SOFTWARE	0.00	648.00	
	<u>100-1230-7071-6040</u>		SOFTWARE (POLICE DEPT		648.00	
1036	ALBERT A. WEBB ASSOCIATES	08/15/2019	Regular	0.00	256,455.12	102899
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>192922</u>	Invoice	08/14/2019	Engineering Services During Construction	0.00	232,444.03	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		232,444.03	
<u>192923</u>	Invoice	08/14/2019	Engineering Services During Const. - BRIN	0.00	12,830.34	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		12,830.34	
<u>192924</u>	Invoice	08/14/2019	Engineering Services During Construction	0.00	6,037.61	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		6,037.61	
<u>192924-2</u>	Invoice	08/14/2019	Engineering Services During Const. - BRIN	0.00	5,143.14	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		5,143.14	
1050	AMAZON CAPITAL SERVICES	08/15/2019	Regular	0.00	306.71	102900
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>17HH-QXGR-C9K</u>	Invoice	08/14/2019	OFFICE SUPPLIES	0.00	33.85	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		33.85	
<u>1KW1-WNCO-QF</u>	Invoice	08/14/2019	OFFICE SUPPLIES	0.00	150.59	
	<u>100-2000-7025-0000</u>		OFFICE SUPPLIES		7.53	
	<u>100-2030-7025-0000</u>		OFFICE SUPPLIES		7.53	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		135.53	
<u>1NMF-G6Q4-LMP</u>	Invoice	06/30/2019	OFFICE SUPPLIES	0.00	54.75	
	<u>750-7000-7025-0000</u>		OFFICE SUPPLIES		54.75	
<u>1PPW-VJYL-9P3C</u>	Invoice	08/14/2019	OFFICE SUPPLIES	0.00	67.52	
	<u>100-2000-7025-0000</u>		OFFICE SUPPLIES		3.38	
	<u>100-2030-7025-0000</u>		OFFICE SUPPLIES		3.37	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		60.77	
1053	AMERICAN FORENSIC NURSES	08/15/2019	Regular	0.00	56.00	102901
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>72382</u>	Invoice	08/14/2019	American Forensic Nurses - Blood Analysis	0.00	56.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		56.00	
1080	ARAMARK	08/15/2019	Regular	0.00	24.99	102902
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1608762</u>	Invoice	08/14/2019	OFFICE SUPPLIES	0.00	24.99	
	<u>100-2000-7025-0000</u>		OFFICE SUPPLIES		1.25	
	<u>100-2030-7025-0000</u>		OFFICE SUPPLIES		1.25	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		22.49	
3722	ARCHIVESOCIAL	08/15/2019	Regular	0.00	2,388.00	102903



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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
7010	Invoice	06/30/2019	ARCHIVING SERVICES	0.00	2,388.00	
	100-1150-7068-0000	CONTRACTUAL SERVICES	ARCHIVING SERVICES		1,592.00	
	100-2050-7068-0000	CONTRACTUAL SERVICES	ARCHIVING SERVICES		796.00	
1100	AUTOZONE	08/15/2019	Regular	0.00	821.49	102904
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2882002814	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	30.35	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		30.35	
2882002881	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	75.83	
	750-7900-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		75.83	
2882004128	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	20.46	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		20.46	
2882004438	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	82.32	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		82.32	
2882004878	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	33.57	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		33.57	
2882005081	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	74.34	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		74.34	
2882006049	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	132.30	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		132.30	
2882006050	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	48.01	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		48.01	
2882999419	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	38.79	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		38.79	
2882999659	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	285.52	
	750-7100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		285.52	
3129	BC RENTALS, INC	08/15/2019	Regular	0.00	43.05	102905
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0040907-IN	Invoice	08/14/2019	DEPT SUPPLIES	0.00	43.05	
	100-6000-7085-6041	BLDG MAINT - POLICE AN	DEPT SUPPLIES		43.05	
1127	BEAUMONT DO IT BEST HOME CENTER	08/15/2019	Regular	0.00	159.20	102906
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
474791	Invoice	08/14/2019	DEPARTMENT SUPPLIES - SEWER	0.00	29.08	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		29.08	
475183	Invoice	08/14/2019	DEPARTMENT SUPPLIES - SEWER	0.00	16.93	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		16.93	
475301	Invoice	08/14/2019	DEPARTMENT SUPPLIES - SEWER	0.00	18.88	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		18.88	
475667	Invoice	08/14/2019	DEPARTMENT SUPPLIES - SEWER	0.00	33.97	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		33.97	
475673	Invoice	08/14/2019	DEPARTMENT SUPPLIES - SEWER	0.00	43.58	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		43.58	
475692	Invoice	08/14/2019	DEPARTMENT SUPPLIES - SEWER	0.00	10.66	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		10.66	
475850	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	6.10	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		6.10	
1136	BEAUMONT POWER EQUIPMENT	08/15/2019	Regular	0.00	163.16	102907

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
1887	Invoice 100-6050-7090-0000	08/14/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	29.08	
1888	Invoice 100-6050-7090-0000	08/14/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	29.08	
1889	Invoice 100-6050-7090-0000	08/14/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	35.00	
1890	Invoice 100-6050-7090-0000	08/14/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	35.00	
1891	Invoice 100-6050-7090-0000	08/14/2019	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	35.00	
3721	BULLETPROOF IT, LLC	08/15/2019	Regular	0.00	2,045.31	102908
Payable #	Account Number	Post Date	Payable Description	Discount Amount	Payable Amount	
05202019-2	Invoice 100-2050-7070-0000	06/30/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	2,045.31	
3602	BURRTEC WASTE GROUP, INC	08/15/2019	Regular	0.00	36,244.95	102909
Payable #	Account Number	Post Date	Payable Description	Discount Amount	Payable Amount	
08022019-3	Invoice 700-4050-7068-0000	08/14/2019	Sludge Hauling Services for the WWTP CONTRACTUAL SERVICES	0.00	36,244.95	
1219	CAPIO	08/15/2019	Regular	0.00	225.00	102910
Payable #	Account Number	Post Date	Payable Description	Discount Amount	Payable Amount	
7545	Invoice 100-2090-7030-0000	08/14/2019	MEMBERSHIP RENEWAL DUES & SUBSCRIPTIONS	0.00	225.00	
1238	CDW GOVERNMENT, INC.	08/15/2019	Regular	0.00	2,392.08	102911
Payable #	Account Number	Post Date	Payable Description	Discount Amount	Payable Amount	
TBQ8654	Invoice 100-1230-7071-6026	08/14/2019	SOFTWARE SOFTWARE (BLDG B)	0.00	2,392.08	
1273	CHRISTOPHER CREWS	08/15/2019	Regular	0.00	2,110.52	102912
Payable #	Account Number	Post Date	Payable Description	Discount Amount	Payable Amount	
08/19/19-08/23/	Invoice 100-2050-7066-0000	08/14/2019	EMPLOYEE TRAINING TRAVEL, EDUCATION, TRA	0.00	1,182.86	
09/24/19-09/27/	Invoice 100-2050-7066-0000	08/14/2019	EMPLOYEE TRAINING TRAVEL, EDUCATION, TRA	0.00	927.66	
1282	CINTAS CORPORATION #698	08/15/2019	Regular	0.00	267.19	102913
Payable #	Account Number	Post Date	Payable Description	Discount Amount	Payable Amount	
5014213529	Invoice 750-7300-7037-0000	08/14/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	267.19	
1296	CLARK'S TOWING	08/15/2019	Regular	0.00	1,616.56	102914
Payable #	Account Number	Post Date	Payable Description	Discount Amount	Payable Amount	
S2539	Invoice 100-2050-7037-0000	08/14/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	85.00	
S3078	Invoice 750-7200-7037-0000	06/30/2019	Bus Tow VEHICLE MAINTENANCE	0.00	1,531.56	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1353	CUSTOM TROPHIES	08/15/2019	Regular	0.00	28.01	102915
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
000563	Invoice	08/14/2019	DEPT SUPPLIES	0.00	28.01	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES		28.01	
1402	DEPARTMENT OF JUSTICE	08/15/2019	Regular	0.00	1,346.00	102916
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
394077	Invoice	08/14/2019	DOJ Livescan Fingerprinting	0.00	1,346.00	
	100-2050-7031-0000		LIVE SCAN-FINGERPRINTI		1,346.00	
			DOJ Livescan Fingerprinting		1,346.00	
1414	DIAMOND HILLS AUTO GROUP	08/15/2019	Regular	0.00	39.53	102917
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
653867	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	39.53	
	100-2050-7037-0000		VEHICLE MAINTENANCE		39.53	
1424	DIRECTV	08/15/2019	Regular	0.00	108.99	102918
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
36507611721	Invoice	08/14/2019	BUILDING UTILITY	0.00	108.99	
	100-1230-7015-0000		TELEPHONE		108.99	
			BUILDING UTILITY		108.99	
1445	DUDEK	08/15/2019	Regular	0.00	1,377.50	102919
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
20195331	Invoice	08/14/2019	GROUNDWATER MANAGEMENT	0.00	1,377.50	
	700-4050-7068-0000		CONTRACTUAL SERVICES		1,377.50	
			GROUNDWATER MANAGEMENT		1,377.50	
1479	ENTENMANN-ROVIN CO	08/15/2019	Regular	0.00	128.73	102920
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
0145528-IN	Invoice	08/14/2019	EMPLOYEE UNIFORM	0.00	128.73	
	100-2050-7065-0000		UNIFORMS		128.73	
			EMPLOYEE UNIFORM		128.73	
1499	EVIDENT	08/15/2019	Regular	0.00	94.50	102921
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
146857B	Invoice	08/14/2019	DEPT SUPPLIES	0.00	94.50	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES		94.50	
			DEPT SUPPLIES		94.50	
1501	FAIRVIEW FORD	08/15/2019	Regular	0.00	540.01	102922
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
619290	Invoice	08/14/2019	Fairview Ford	0.00	360.19	
	100-2000-7037-0000		VEHICLE MAINTENANCE		51.46	
	100-2030-7037-0000		VEHICLE MAINTENANCE		51.46	
	100-2050-7037-0000		VEHICLE MAINTENANCE		257.27	
619543	Invoice	08/14/2019	Fairview Ford	0.00	83.42	
	100-2000-7037-0000		VEHICLE MAINTENANCE		11.92	
	100-2030-7037-0000		VEHICLE MAINTENANCE		11.92	
	100-2050-7037-0000		VEHICLE MAINTENANCE		59.58	
621466	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	96.40	
	750-7300-7037-0000		VEHICLE MAINTENANCE		96.40	
1518	FLYERS ENERGY	08/15/2019	Regular	0.00	1,504.94	102923

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>CFS-1996634</u>	Invoice	08/14/2019	FUEL CARDS	0.00	1,504.94	
	<u>750-7100-7050-0000</u>		FUEL		147.40	
	<u>750-7400-7050-0000</u>		FUEL		1,029.88	
	<u>750-7600-7050-0000</u>		FUEL		220.36	
	<u>750-7700-7050-0000</u>		FUEL		107.30	
1522	FOX OCCUPATIONAL	08/15/2019	Regular	0.00	455.00	102924
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>109007</u>	Invoice	08/14/2019	HIRING COSTS	0.00	455.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		185.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		140.00	
	<u>100-3250-6019-0000</u>		FIRST AID		90.00	
	<u>700-4050-6019-0000</u>		FIRST AID		40.00	
1533	FRONTIER COMMUNICATIONS	08/15/2019	Regular	0.00	3,199.66	102925
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>209-042-1999-06</u>	Invoice	08/14/2019	PHONE UTILITIES	0.00	288.09	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		288.09	
<u>213-181-1343-03</u>	Invoice	08/14/2019	PHONE UTILITIES	0.00	78.77	
	<u>700-4050-7015-0000</u>		TELEPHONE		78.77	
<u>323-156-8188-02</u>	Invoice	08/14/2019	PHONE UTILITIES	0.00	85.98	
	<u>100-1230-7015-6060</u>		TELEPHONE (4th ST YARD		85.98	
<u>951-769-6032-08</u>	Invoice	08/14/2019	PHONE UTILITY	0.00	78.55	
	<u>100-1230-7015-5400</u>		TELEPHONE - SPORTS PAR		78.55	
<u>951-769-8500-01</u>	Invoice	08/14/2019	PHONE UTILITIES	0.00	1,924.88	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		1,924.88	
<u>951-769-8520-01</u>	Invoice	08/14/2019	PHONE UTILITY	0.00	267.74	
	<u>100-1230-7015-6025</u>		TELEPHONE (CITY HALL)		267.74	
<u>951-769-8530-06</u>	Invoice	08/14/2019	PHONE UTILITIES	0.00	256.56	
	<u>750-7000-7015-0000</u>		TELEPHONE		256.56	
<u>951-769-8533-09</u>	Invoice	08/14/2019	PHONE UTILITY	0.00	62.23	
	<u>750-7300-7015-0000</u>		TELEPHONE		62.23	
<u>951-769-8539-04</u>	Invoice	08/14/2019	PHONE UTILITIES	0.00	156.86	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		156.86	
1553	GALLS INC.	08/15/2019	Regular	0.00	786.98	102926
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>BC0899076</u>	Invoice	08/14/2019	EMPLOYEE UNIFORMS	0.00	550.14	
	<u>100-2050-7065-0000</u>		UNIFORMS		550.14	
<u>BC0900237</u>	Invoice	08/14/2019	EMPLOYEE UNIFORMS	0.00	9.57	
	<u>100-2050-7065-0000</u>		UNIFORMS		9.57	
<u>BC0903420</u>	Invoice	08/14/2019	EMPLOYEE UNIFORMS	0.00	227.27	
	<u>100-2050-7065-0000</u>		UNIFORMS		227.27	
3369	GOVERNMENT FINANCE OFFICERS ASSOCIATIO	08/15/2019	Regular	0.00	305.00	102927
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>0133439</u>	Invoice	08/14/2019	MEMBERSHIP RENEWAL 10/01/19-09/30/	0.00	305.00	
	<u>100-1225-7030-0000</u>		DUES & SUBSCRIPTIONS		305.00	
3515	HD SUPPLY FACILITIES MAINTENANCE LTD	08/15/2019	Regular	0.00	1,348.06	102928

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
968792	Invoice 700-4050-7070-0000	08/14/2019	DEPARTMENT SUPPLIES - SEWER SPECIAL DEPT SUPPLIES	0.00	1,348.06	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	08/15/2019	Regular	0.00	950.18	102929
32166	Invoice 100-2050-7068-0000	08/14/2019	Huntington Transcription Services CONTRACTUAL SERVICES	0.00	950.18	
1679	INTERWEST CONSULTING GRP, INC.	08/15/2019	Regular	0.00	427.50	102930
51336	Invoice 100-1230-7071-0000	06/30/2019	GIS SERVICES FOR FY 18/19 SOFTWARE	0.00	427.50	
3732	JAVIER MARIN JR	08/15/2019	Regular	0.00	175.00	102931
08/13/19	Invoice 100-1240-7081-0000	08/14/2019	SETTLEMENT - VEHICLE DAMAGE CLAIM COSTS	0.00	175.00	
3726	JONPAUL NELSON	08/15/2019	Regular	0.00	2,835.00	102932
356	Invoice 100-2030-7039-0000	08/14/2019	WEED ABATEMENT SERVICES CODE ENFORCEMENT	0.00	1,225.00	
357	Invoice 100-2030-7039-0000	08/14/2019	WEED ABATEMENT SERVICES CODE ENFORCEMENT	0.00	1,610.00	
2908	JULIO MARTINEZ	08/15/2019	Regular	0.00	650.38	102933
06/12/19-06/13/	Invoice 100-1050-7035-0000	06/30/2019	TRAVEL REIMBURSEMENT LOCAL MEETINGS	0.00	650.38	
1770	K HOVNANIAN	08/15/2019	Regular	0.00	1,008,468.12	102934
08/12/19	Invoice 567-0000-7900-0000 569-0000-7900-0000	08/14/2019	REIMBURSE DIF FEES PER AGREEMENT MITIGATION FEE REFUND MITIGATION FEE REFUND	0.00	1,008,468.12	
1805	KONICA MINOLTA BUSINESS SOLUTIONS	08/15/2019	Regular	0.00	1,126.99	102935
9005929646	Invoice 100-1230-7090-6026	08/14/2019	EQUIPMENT MAINTENANCE EQUIP SUPPLIES/MAINT (0.00	127.73	
9005929731	Invoice 100-1230-7090-6025 100-1230-7090-6040 100-1230-7090-6045 750-7000-7090-0000	08/14/2019	PRINTER SERVICES EQUIP SUPPLIES/MAINT (0.00	999.26	
1806	KONICA MINOLTA PREMIER FINANCE	08/15/2019	Regular	0.00	600.17	102936

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
391398641	Invoice	08/14/2019	EQUIPMENT RENTAL	0.00	600.17	
	100-1230-7075-6026		EQUIPMENT LEASING/RE		420.12	
	700-4050-7075-0000		EQUIPMENT LEASING/RE		180.05	
1806	KONICA MINOLTA PREMIER FINANCE	08/15/2019	Regular	0.00	123.92	102937 ✓
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
33784245	Invoice	08/14/2019	EQUIPMENT SUPPLIES AND MAINTENANC	0.00	123.92	
	100-1230-7090-6026		EQUIP SUPPLIES/MAINT (49.57	
	700-4050-7090-6026		EQUIPMENT SUPPLIES/M		74.35	
3373	MIRIAM AVALOS	08/15/2019	Regular	0.00	400.11	102938
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
002	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	400.11	
	100-6050-7037-0000		VEHICLE MAINTENANCE		400.11	
1984	NAPA AUTO PARTS	08/15/2019	Regular	0.00	2,259.16	102939
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
096606	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	308.51	
	100-2050-7037-0000		VEHICLE MAINTENANCE		308.51	
096660	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	28.00	
	100-2050-7037-0000		VEHICLE MAINTENANCE		28.00	
097105	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	76.19	
	100-2000-7037-0000		VEHICLE MAINTENANCE		76.19	
097161	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	8.60	
	750-7300-7037-0000		VEHICLE MAINTENANCE		8.60	
097417	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	45.08	
	750-7300-7037-0000		VEHICLE MAINTENANCE		45.08	
097437	Credit Memo	08/14/2019	RETURNED PARTS	0.00	-39.05	
	750-7700-7037-0000		VEHICLE MAINTENANCE		-39.05	
097552	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	23.68	
	750-7600-7037-0000		VEHICLE MAINTENANCE		23.68	
097616	Credit Memo	08/14/2019	RETURNED PARTS	0.00	-45.08	
	750-7300-7037-0000		VEHICLE MAINTENANCE		-45.08	
097626	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	141.14	
	100-2050-7037-0000		VEHICLE MAINTENANCE		141.14	
097795	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	138.45	
	750-7400-7037-0000		VEHICLE MAINTENANCE		138.45	
097858	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	25.47	
	100-6050-7037-0000		VEHICLE MAINTENANCE		25.47	
097904	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	5.06	
	750-7400-7037-0000		VEHICLE MAINTENANCE		5.06	
097919	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	17.43	
	750-7400-7037-0000		VEHICLE MAINTENANCE		17.43	
097937	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	513.41	
	100-2100-7037-0000		VEHICLE MAINTENANCE		513.41	
097972	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	7.53	
	100-2100-7037-0000		VEHICLE MAINTENANCE		7.53	
097978	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	21.53	
	750-7300-7037-0000		VEHICLE MAINTENANCE		21.53	
097982	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	8.60	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		8.60	
<u>098154</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	55.17	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		55.17	
<u>098233</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	152.46	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		152.46	
<u>098234</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	27.99	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		27.99	
<u>098288</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	7.53	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		7.53	
<u>098327</u>	Credit Memo	08/14/2019	RETURNED PARTS	0.00	-131.99	
	<u>100-2100-7037-0000</u>	VEHICLE MAINTENANCE	RETURNED PARTS		-131.99	
<u>098654</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	199.25	
	<u>750-7900-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		199.25	
<u>098693</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	33.93	
	<u>750-7900-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		33.93	
<u>098755</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	42.01	
	<u>750-7600-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		42.01	
<u>098761</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	27.99	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		27.99	
<u>098848</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	374.96	
	<u>750-7900-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		374.96	
<u>099006</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	185.31	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		185.31	
	Void	08/15/2019	Regular	0.00	0.00	102940
2009	O'REILLY AUTO PARTS	08/15/2019	Regular	0.00	1,565.98	102941
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2678-202099</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	30.15	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		30.15	
<u>2678-202931</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	51.35	
	<u>100-2000-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		51.35	
<u>2678-203547</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	4.62	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		4.62	
<u>2678-203574</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	340.39	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		340.39	
<u>2678-203692</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	222.81	
	<u>750-7600-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		222.81	
<u>2678-203725</u>	Credit Memo	08/14/2019	RETURNED PARTS	0.00	-113.76	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	RETURNED PARTS		-113.76	
<u>2678-203812</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	27.01	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		27.01	
<u>2678-203871</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	72.53	
	<u>750-7300-7085-0000</u>	BUILDING SUPPLIES/MAI	VEHICLE MAINTENANCE		72.53	
<u>2678-204051</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	170.42	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		170.42	
<u>2678-204054</u>	Credit Memo	08/14/2019	RETURNED PARTS	0.00	-18.00	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	RETURNED PARTS		-18.00	
<u>2678-204116</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	2.63	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		2.63	
<u>2678-204398</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	50.15	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		50.15	
<u>2678-204426</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	168.80	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		168.80	
<u>2678-204479</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	323.22	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		323.22	
<u>2678-205041</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	72.53	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		72.53	
<u>2678-206036</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	108.66	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		108.66	
<u>2678-206037</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	21.46	
	<u>750-7600-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		21.46	
<u>2678-206742</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	31.01	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		31.01	
	Void	08/15/2019	Regular	0.00	0.00	102942
2023	P&P UNIFORMS RIV	08/15/2019	Regular	0.00	52.79	102943
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>420191/4</u>	Invoice	06/30/2019	EMPLOYEE UNIFORMS	0.00	52.79	
	<u>100-2050-7065-0000</u>	UNIFORMS	EMPLOYEE UNIFORMS		52.79	
2026	PACIFIC ALARM SERVICE	08/15/2019	Regular	0.00	872.50	102944
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>P 101322</u>	Invoice	08/14/2019	SECURITY SERVICES	0.00	193.50	
	<u>100-6000-7087-6045</u>	SECURITY - COMMUNITY	SECURITY SERVICES		193.50	
<u>R 148961</u>	Invoice	08/14/2019	SECURITY SERVICES	0.00	57.50	
	<u>100-6000-7087-6026</u>	SECURITY- CITY HALL BLD	SECURITY SERVICES		57.50	
<u>R 148962</u>	Invoice	08/14/2019	SECURITY SERVICES	0.00	171.00	
	<u>700-4050-7087-007A</u>	SECURITY SERVICES	SECURITY SERVICES		171.00	
<u>R 148964</u>	Invoice	08/14/2019	SECURITY SERVICES	0.00	156.00	
	<u>700-4050-7087-005X</u>	SECURITY SERVICES	SECURITY SERVICES		156.00	
<u>R 148965</u>	Invoice	08/14/2019	SECURITY SERVICES	0.00	107.50	
	<u>100-6000-7087-6040</u>	SECURITY - POLICE DEPT	SECURITY SERVICES		107.50	
<u>R 148966</u>	Invoice	08/14/2019	SECURITY SERVICES	0.00	55.50	
	<u>100-6000-7087-6040</u>	SECURITY - POLICE DEPT	SECURITY SERVICES		55.50	
<u>R 148969</u>	Invoice	08/14/2019	SECURITY SERVICES	0.00	131.50	
	<u>700-4050-7087-005X</u>	SECURITY SERVICES	SECURITY SERVICES		131.50	
2039	PARKHOUSE TIRE, INC.	08/15/2019	Regular	0.00	1,185.03	102945
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2030178986</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	660.01	
	<u>100-2000-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		660.01	
<u>2030179558</u>	Invoice	08/14/2019	VEHICLE MAINTENANCE	0.00	525.02	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		525.02	
2065	PITNEY BOWES INC-CTR	08/15/2019	Regular	0.00	160.42	102946
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1013597257</u>	Invoice	08/14/2019	EQUIPMENT RENTAL	0.00	160.42	
	<u>100-2050-7075-0000</u>	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		160.42	
2074	PRE-PAID LEGAL SERVICES INC	08/15/2019	Regular	0.00	789.12	102947
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>PD 07/19/19-08/</u>	Invoice	08/14/2019	OPTIONAL EMPLOYEE BENEFIT	0.00	789.12	
	<u>100-0000-2045-0000</u>	PRE PAID LEGAL	OPTIONAL EMPLOYEE BENEFIT		789.12	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2098	QUILL CORPORATON	08/15/2019	Regular	0.00	2,113.48	102948
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
8814598	Invoice	08/15/2019	OFFICE SUPPLIES	0.00	182.41	
	100-1200-7025-0000		OFFICE SUPPLIES		182.41	
8838913	Invoice	08/15/2019	OFFICE SUPPLIES	0.00	1,132.64	
	100-1150-7025-0000		OFFICE SUPPLIES		33.98	
	100-1200-7025-0000		OFFICE SUPPLIES		487.04	
	100-1225-7025-0000		OFFICE SUPPLIES		90.61	
	700-4050-7025-0000		OFFICE SUPPLIES		521.01	
8871003	Invoice	08/15/2019	OFFICE SUPPLIES	0.00	313.66	
	700-4050-7025-0000		OFFICE SUPPLIES		313.66	
8936759	Invoice	08/15/2019	OFFICE SUPPLIES	0.00	323.20	
	750-7000-7025-0000		OFFICE SUPPLIES		323.20	
9029190	Invoice	08/15/2019	OFFICE SUPPLIES	0.00	58.16	
	100-2050-7025-0000		OFFICE SUPPLIES		58.16	
9032156	Invoice	08/15/2019	OFFICE SUPPLIES	0.00	103.41	
	100-2000-7025-0000		OFFICE SUPPLIES		5.17	
	100-2030-7025-0000		OFFICE SUPPLIES		5.17	
	100-2050-7025-0000		OFFICE SUPPLIES		93.07	
3423	RDO EQUIPMENT CO.	08/15/2019	Regular	0.00	856.50	102949
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
W22367	Invoice	08/15/2019	VEHICLE MAINTENANCE	0.00	856.50	
	700-4050-7037-0000		VEHICLE MAINTENANCE		856.50	
3734	REDLANDS PLUMBING	08/15/2019	Regular	0.00	120.00	102950
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
RCT 926895	Invoice	08/15/2019	80% REFUND ON CANCELLED PERMIT BLD	0.00	120.00	
	100-0000-4310-0000		BUILDING PERMITS AND I		120.00	
3731	RIVERSIDE COUNTY TRANSPORTATION COMMI	08/15/2019	Regular	0.00	498.16	102951
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
08/13/19	Invoice	06/30/2019	REFUND OF STA CLAIM FOR PROJECT 17-3	0.00	498.16	
	760-0000-4672-0000		ARTICLE 4 - CAPITAL		498.16	
1113	RYAN M. WESTBROOK INC	08/15/2019	Regular	0.00	861.00	102952
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
678374	Invoice	08/14/2019	PROFESSIONAL SERVICES	0.00	801.00	
	100-2000-7068-0000		CONTRACTUAL SERVICES		801.00	
680656	Invoice	08/14/2019	ANIMAL CARE SERVICES	0.00	60.00	
	100-2000-7068-0000		CONTRACTUAL SERVICES		60.00	
2237	SAN DIEGO REGIONAL TRAINING CENTER	08/15/2019	Regular	0.00	576.00	102953
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
46031	Invoice	08/15/2019	EMPLOYEE TRAINING	0.00	576.00	
	100-2050-7066-0000		TRAVEL, EDUCATION, TRA		576.00	
2238	SAN GORGONIO MEMORIAL HOSPITAL	08/15/2019	Regular	0.00	1,593.05	102954
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
0010578353-000	Invoice	08/15/2019	EMPLOYEE MEDICAL SERVICES	0.00	1,593.05	
	100-2050-6019-0000		FIRST AID		1,593.05	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3716	SCCI, INC	08/15/2019	Regular	0.00	250.00	102955
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
172652	Invoice	08/15/2019	EMPLOYEE EDUCATION	0.00	250.00	
	700-4050-7066-0000		TRAVEL, EDUCATION, TRA		250.00	
			EMPLOYEE EDUCATION			
3633	SCOTT D. VANN	08/15/2019	Regular	0.00	321.59	102956
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
51859	Invoice	08/15/2019	VEHICLE MAINTENANCE	0.00	321.59	
	750-7600-7037-0000		VEHICLE MAINTENANCE		321.59	
			VEHICLE MAINTENANCE			
2261	SEAN THUILLIEZ	08/15/2019	Regular	0.00	45.68	102957
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
08/09/19	Invoice	08/15/2019	REIMBURSEMENT FOR FOOD DURING INVE	0.00	45.68	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES		45.68	
			REIMBURSEMENT FOR FOOD DU			
2281	SHRED-IT	08/15/2019	Regular	0.00	210.70	102958
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
8127798409	Invoice	08/15/2019	PROFESSIONAL SERVICES	0.00	210.70	
	100-1200-7068-0000		CONTRACTUAL SERVICES		210.70	
			PROFESSIONAL SERVICES			
3498	SKM ENGINEERING LLC	08/15/2019	Regular	0.00	20,715.13	102959
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
17838	Invoice	06/30/2019	Integrated services to upgrade existing SC	0.00	20,715.13	
	700-4050-7068-0000		CONTRACTUAL SERVICES		20,715.13	
			Intergrated services to upgrade			
2311	SOUTHERN CALIFORNIA EDISON	08/15/2019	Regular	0.00	31,662.38	102960
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
08/15/19	Invoice	08/15/2019	ELECTRIC UTILITY	0.00	29,809.16	
	100-3250-7010-0000		UTILITIES		11,589.78	
	100-3250-7010-003X		UTILITIES (IA 3)		2,789.67	
	100-3250-7010-004X		UTILITIES (IA 4)		42.92	
	100-3250-7010-006B		UTILITIES (IA 6B)		2,795.53	
	100-3250-7010-007A		UTILITIES (IA 7A)		10.79	
	100-3250-7010-007B		UTILITIES (IA 7B)		74.86	
	100-3250-7010-008A		UTILITIES (IA 8A)		480.99	
	100-3250-7010-008C		UTILITIES (IA 8C)		509.00	
	100-3250-7010-011A		UTILITIES (IA 11A)		158.10	
	100-3250-7010-014B		UTILITIES (IA 14B)		35.28	
	100-3250-7010-014X		UTILITIES (IA 14)		1,455.79	
	100-3250-7010-018X		UTILITIES (IA 18)		119.66	
	100-3250-7010-019C		UTILITIES (IA 19C)		2,783.46	
	100-3250-7010-06A1		UTILITIES (IA 6A1)		763.16	
	100-6000-7010-6045		UTILITIES - COMMUNITY		6,039.21	
	100-6050-7010-0000		UTILITIES		128.77	
	100-6050-7010-06A1		UTILITIES IA 6A1		32.19	
7590224263	Invoice	08/14/2019	LINE EXTENSION RISER METER & SERVICE	0.00	1,853.22	
	500-0000-8030-0000		INFRASTRUCTURE IMPRO		1,853.22	
			LINE EXTENSION RISER METER			
3735	STEVEN MEHLMAN	08/15/2019	Regular	0.00	24.59	102961
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
06/25/19	Invoice	08/15/2019	TRAVEL REIMURSEMENT	0.00	24.59	
	100-1150-7035-0000		LOCAL MEETINGS		24.59	
			TRAVEL REIMURSEMENT			



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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2407	THE GAS COMPANY	08/15/2019	Regular	0.00	153.13	102962
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
05789544425 08/	Invoice	08/15/2019	GAS UTILITY	0.00	69.73	
	100-6000-7010-6045		UTILITIES - COMMUNITY		69.73	
09712228007 08/	Invoice	08/15/2019	GAS COMPANY	0.00	18.45	
	100-6000-7010-6025		UTILITIES - CITY HALL		18.45	
10552230004 08/	Invoice	08/15/2019	GAS UTILITY	0.00	24.65	
	750-7300-7010-0000		UTILITIES		24.65	
15382227021 08/	Invoice	08/15/2019	GAS UTILITY	0.00	40.30	
	750-7000-7010-0000		UTILITIES		40.30	
2416	THE PRESS-ENTERPRISE	08/15/2019	Regular	0.00	196.80	102963
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0011295445	Invoice	08/15/2019	ADVERTISING	0.00	43.20	
	100-1150-7020-0000		ADVERTISING		43.20	
0011296046	Invoice	08/15/2019	ADVERTISING	0.00	93.60	
	100-1350-7020-0000		ADVERTISING		93.60	
0011298359	Invoice	08/15/2019	ADVERTISING	0.00	60.00	
	100-1350-7020-0000		ADVERTISING		60.00	
2430	TIME WARNER CABLE	08/15/2019	Regular	0.00	1,909.53	102964
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0241971072519	Invoice	08/15/2019	PHONE SERVICES	0.00	1,909.53	
	100-1230-7015-0000		TELEPHONE		1,909.53	
2873	TPX COMMUNICATIONS	08/15/2019	Regular	0.00	441.91	102965
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
118854969-0	Invoice	08/15/2019	PHONE UTILITY	0.00	441.91	
	100-1230-7015-6040		TELEPHONE (POLICE DPT)		441.91	
2456	TURF STAR, INC.	08/15/2019	Regular	0.00	575.03	102966
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
7072358-00	Invoice	08/15/2019	EQUIPMENT MAINTENANCE	0.00	437.86	
	100-6050-7090-0000		EQUIPMENT SUPPLIES/M		437.86	
7074892-00	Invoice	08/15/2019	EQUIPMENT MAINTENANCE	0.00	137.17	
	100-6050-7090-0000		EQUIPMENT SUPPLIES/M		137.17	
3730	TWIN GRAPHICS	08/15/2019	Regular	0.00	711.15	102967
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1440	Invoice	08/15/2019	OFFICE SUPPLIES	0.00	711.15	
	100-2050-7025-0000		OFFICE SUPPLIES		711.15	
2457	TYLER WORKS - TECHNOLOGIES	08/15/2019	Regular	0.00	50.00	102968
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
025-267081	Invoice	08/15/2019	SOFTWARE MONTHLY FEE	0.00	50.00	
	100-1230-7071-0000		SOFTWARE		50.00	
2461	UNDERGROUND SERVICE ALERT	08/15/2019	Regular	0.00	235.80	102969



Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
18dsbfee3689	Invoice	08/14/2019	DIG ALERT - SEWER	0.00	97.10	
	700-4050-7068-0000		CONTRACTUAL SERVICES		97.10	
720190048	Invoice	08/14/2019	DIG ALERT - SEWER	0.00	138.70	
	700-4050-7068-0000		CONTRACTUAL SERVICES		138.70	
2472	UPS	08/15/2019	Regular	0.00	66.50	102970
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
000087R790319	Invoice	08/15/2019	SHIPPING SERVICES	0.00	66.50	
	700-4050-7025-0000		OFFICE SUPPLIES		66.50	
2484	VERIZON	08/15/2019	Regular	0.00	2,758.75	102971 ✓
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9834920087	Invoice	08/15/2019	PHONE UTILITY	0.00	2,758.75	
	100-1230-7015-0000		TELEPHONE		2,284.14	
	700-4050-7015-0000		TELEPHONE		474.61	
2490	VERIZON BUSINESS SERVICE	08/15/2019	Regular	0.00	1,560.07	102972
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
71184648	Invoice	08/15/2019	PHONE UTILITY	0.00	1,560.07	
	100-1230-7015-6040		TELEPHONE (POLICE DPT)		1,560.07	
2516	VOHNE LICHE KENNELS INC	08/15/2019	Regular	0.00	125.00	102973
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
15876	Invoice	08/15/2019	PHONE UTILITY	0.00	125.00	
	100-2080-7066-0000		TRAVEL, EDUCATION, TRA		125.00	
2517	VOYAGER	08/15/2019	Regular	0.00	40,602.39	102974
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
869065003930	Invoice	08/15/2019	FUEL CARDS	0.00	40,602.39	
	100-2000-7050-0000		FUEL		753.03	
	100-2030-7050-0000		FUEL		157.26	
	100-2050-7050-0000		FUEL		11,420.45	
	100-2100-7050-0000		FUEL		193.92	
	100-2150-7050-0000		FUEL		482.54	
	100-3250-7050-0000		FUEL		1,698.16	
	100-6050-7050-0000		FUEL		4,897.29	
	700-4050-7050-0000		FUEL		1,640.08	
	750-7000-7050-0000		FUEL		144.12	
	750-7100-7050-0000		FUEL		2,349.93	
	750-7300-7050-0000		FUEL		585.28	
	750-7400-7050-0000		FUEL		7,606.27	
	750-7600-7050-0000		FUEL		1,798.59	
	750-7700-7050-0000		FUEL		3,556.00	
	750-7800-7050-0000		FUEL		1,433.20	
	750-7900-7050-0000		FUEL		783.72	
	750-8100-7050-0000		FUEL		752.33	
	750-8200-7050-0000		FUEL		350.22	
2538	WEST COAST LIGHTS & SIRENS	08/15/2019	Regular	0.00	123.53	102975

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>18622</u>	Invoice	08/15/2019	VEHICLE MAINTENANCE	0.00	123.53	
	<u>100-2100-7037-0000</u>		VEHICLE MAINTENANCE		123.53	
3599	WESTERN MUNICIPAL WATER DISTRICT	08/15/2019	Regular	0.00	13,748.90	102976
<u>R13289</u>	Invoice	08/15/2019	BRINE LINE CHARGE AUG 2019	0.00	13,748.90	
	<u>700-4050-7089-0000</u>		BRINE LINE MAINTENANC		13,748.90	
2540	WESTERN RIVERSIDE COUNTY REGIONAL CONS	08/15/2019	Regular	0.00	37,053.94	102977
<u>JULY 2019</u>	Invoice	08/15/2019	JULY MSHCP FEES	0.00	37,053.94	
	<u>570-0000-2005-0000</u>		DUE TO WRCRCA (MSHCP		37,053.94	
2911	WILMINGTON TRUST, N.A.	08/15/2019	Regular	0.00	2,000.00	102978
<u>20190726-66208-</u>	Invoice	08/15/2019	CFD 93-1 IA-8C 2017A	0.00	2,000.00	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		2,000.00	
3457	ZONAR SYSTEMS	08/15/2019	Regular	0.00	486.00	102979
<u>SI415094</u>	Invoice	08/14/2019	Zonar- Electronic Data Inspection Collecti	0.00	486.00	
	<u>750-7100-7068-0000</u>		CONTRACTUAL SERVICES		51.16	
	<u>750-7400-7068-0000</u>		CONTRACTUAL EXPENSES		127.88	
	<u>750-7600-7068-0000</u>		CONTRACTUAL SERVICES		76.74	
	<u>750-7700-7068-0000</u>		CONTRACTUAL SERVICES		76.74	
	<u>750-7800-7068-0000</u>		CONTRACTUAL SERVICES		25.58	
	<u>750-7900-7068-0000</u>		CONTRACTUAL SERVICES		25.58	
	<u>750-8000-7068-0000</u>		CONTRACTUAL SERVICES		25.58	
	<u>750-8100-7068-0000</u>		CONTRACTUAL SERVICES		51.16	
	<u>750-8200-7068-0000</u>		CONTRACTUAL SERVICES		25.58	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	186	80	0.00	1,502,519.30
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	37	8	0.00	6,268,889.81
	223	90	0.00	7,771,409.11

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	186	80	0.00	1,502,519.30
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	37	8	0.00	6,268,889.81
	223	90	0.00	7,771,409.11

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2019	7,771,409.11
			7,771,409.11



WARRANTS TO BE RATIFIED

Thursday, September 12, 2019

Printed Checks	103236-103289	\$	641,148.15	FY 19/20
EFT	206-208	\$	223,476.97	FY 19/20
	A/P Total	\$	<u>864,625.12</u>	
Voided Check	103138	\$	1,000.00	Panter's Hardwood Floors Inc.
Bank Drafts	Merchant BankCard (Cardpointe)	\$	139.61	Utility payment chargeback
	MG Trust	\$	45,890.83	Deferred Comp 457 PD 8/16/19
		\$	4,821.02	Deferred Comp 401A PD 8/16/19
		\$	22,946.54	Deferred Comp 457 PD 8/30/19
		\$	3,087.19	Deferred Comp 401A PD 8/30/19
		\$	1,248.54	457 FICA PD 8/16/19
		\$	1,163.01	457 FICA PD 8/30/19
	CALPers	\$	48,361.07	Classic 743 2019/2020
		\$	44,342.51	Classic 742 2019/2020
		\$	13,002.49	PEPRA 27308 2019/2020
		\$	6,201.33	PEPRA 25763 2019/2020
	Guardian	\$	20,437.73	September 2019
Wires		\$	5,093.12	Transfer for August Credit Card Fees
		\$	3,492.08	Transfer for July Credit Card Fees

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2019 - JUNE 30, 2020

SIGNATURE: 
 TITLE: CITY TREASURER

SIGNATURE: 
 TITLE: ADMINISTRATIVE SERVICES DIRECTOR

Check Report

By Check Number

Date Range: 09/06/2019 - 09/12/2019



City of Beaumont, CA

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1637	HOUSTON & HARRIS PCS, INC	09/12/2019	EFT	0.00	3,004.00	206
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>19-22142</u>	Invoice	09/11/2019	SPECIAL DEPT SUPPLIES	0.00	1,440.00	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		1,440.00	
<u>19-22151</u>	Invoice	09/11/2019	ON CALL SEWER CLEANING, VIDEO & EME	0.00	1,564.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		1,564.00	
3229	ICMA - RC	09/12/2019	EFT	0.00	968.97	207
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>PD 8/30/19</u>	Invoice	09/11/2019	EMPLOYEE BENEFIT PD 8/30/19	0.00	968.97	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		856.60	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		112.37	
3101	WRCOG	09/12/2019	EFT	0.00	219,504.00	208
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>9/9/19</u>	Invoice	09/11/2019	AUGUST 2019 TUMF FEES	0.00	219,504.00	
	<u>570-0000-2010-0000</u>		DUE TO WRCOG (TUMF)		219,504.00	
1042	ALL PURPOSE RENTALS	09/12/2019	Regular	0.00	336.64	103236
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>38691</u>	Invoice	09/11/2019	EQUIPMENT RENTALS - STREETS	0.00	237.41	
	<u>100-3250-7075-0000</u>		EQUIPMENT LEASING/RE		237.41	
<u>38713</u>	Invoice	09/11/2019	EQUIPMENT RENTALS - STREETS	0.00	99.23	
	<u>100-3250-7075-0000</u>		EQUIPMENT LEASING/RE		99.23	
3753	ALLIANCE ENVIRONMENTAL & COMPLIANCE, II	09/12/2019	Regular	0.00	1,000.00	103237
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>6115</u>	Invoice	09/11/2019	SPECIAL DEPT SUPPLIES	0.00	500.00	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		500.00	
<u>6125</u>	Invoice	09/11/2019	SPECIAL DEPT SUPPLIES	0.00	500.00	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		500.00	
1050	AMAZON CAPITAL SERVICES	09/12/2019	Regular	0.00	29.89	103238
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1PLG-Q364-Y7RF</u>	Invoice	09/11/2019	OFFICE SUPPLIES	0.00	29.89	
	<u>100-1350-7025-0000</u>		OFFICE SUPPLIES		29.89	
3756	ANN RENTERIA	09/12/2019	Regular	0.00	218.44	103239
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>05-010201-04</u>	Invoice	09/11/2019	REIMBURSE OVER PAYMENT ON ACCOUN	0.00	218.44	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES		218.44	
3757	ARASELI LEON LARA	09/12/2019	Regular	0.00	40.00	103240

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT#924184	Invoice	09/11/2019	REFUND DEPOSIT	0.00	40.00	
	100-0000-4590-0000		BUILDING RENTAL		40.00	
3717	ARCHITEKTON	09/12/2019	Regular	0.00	3,150.00	103241
Payable # 1155	Invoice	09/11/2019	Design and construction drawings	0.00	3,150.00	
	500-0000-8990-0000		CAPITAL OUTLAY		3,150.00	
3755	ASHLEIGH BLACK	09/12/2019	Regular	0.00	10.12	103242
Payable # 07-008528-05	Invoice	09/11/2019	REIMBURSE CREDIT ON ACCOUNT	0.00	10.12	
	100-0000-1400-0000		A/R - UTILITIES		10.12	
3548	B.R. FROST COMPANY INC.	09/12/2019	Regular	0.00	9,650.00	103243
Payable # 1124	Invoice	09/11/2019	REPAIR MEDIA DIVIDERS & LOCATE HOLES	0.00	9,650.00	
	700-4050-7068-0000		CONTRACTUAL SERVICES		9,650.00	
3129	BC RENTALS, INC	09/12/2019	Regular	0.00	321.34	103244
Payable # 0041873-IN	Invoice	09/11/2019	STREET MAINTENANCE SUPPLIES	0.00	321.34	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		321.34	
1127	BEAUMONT DO IT BEST HOME CENTER	09/12/2019	Regular	0.00	133.75	103245
Payable # 476829	Invoice	09/11/2019	DEPARTMENT SUPPLIES - STREETS	0.00	3.38	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		3.38	
Payable # 476833	Invoice	09/11/2019	DEPARTMENT SUPPLIES - SEWER	0.00	21.79	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		21.79	
Payable # 476956	Invoice	09/11/2019	SPECIAL DEPT SUPPLIES	0.00	22.10	
	100-6000-7070-6025		SPEC DEPT EXP - CITY HAL		22.10	
Payable # 476962	Invoice	09/11/2019	DEPARTMENT SUPPLIES - STREETS	0.00	17.91	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		17.91	
Payable # 477352	Invoice	09/11/2019	DEPARTMENT SUPPLIES - STREETS	0.00	68.57	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		68.57	
1160	BIG TIME DESIGN	09/12/2019	Regular	0.00	912.64	103246
Payable # 3672	Invoice	09/11/2019	UNIFORM	0.00	912.64	
	100-1050-7065-0000		UNIFORMS		23.70	
	100-1200-7065-0000		UNIFORMS		94.80	
	100-1200-7065-0000		UNIFORMS		24.70	
	100-1225-7065-0000		UNIFORMS		94.80	
	100-1350-7065-0000		UNIFORMS		75.10	
	100-1550-7065-0000		UNIFORMS		50.40	
	100-3100-7065-0000		UNIFORMS		191.64	
	100-3250-7065-0000		UNIFORMS		23.70	
	700-4050-7065-0000		UNIFORMS		23.70	
	750-7000-7065-0000		UNIFORMS		189.60	
	750-7200-7065-0000		UNIFORMS		120.50	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1161	BIO-TOX LABORATORIES	09/12/2019	Regular	0.00	929.00	103247
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>38414</u>	Invoice	09/11/2019	Bio Tox Blood Draw Analysis	0.00	630.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		630.00	
<u>38526</u>	Invoice	09/11/2019	Bio Tox Blood Draw Analysis	0.00	299.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		299.00	
1219	CAPIO	09/12/2019	Regular	0.00	225.00	103248
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>7694</u>	Invoice	09/11/2019	DUES AND SUBSCRIPTIONS	0.00	225.00	
	<u>100-1200-7030-0000</u>		DUES & SUBSCRIPTIONS		225.00	
1285	CITY OF BANNING	09/12/2019	Regular	0.00	72.89	103249
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>74105-54930 9/1</u>	Invoice	09/11/2019	SHARED TRAFFIC SIGNAL UTILITY @ HS W	0.00	72.89	
	<u>100-3250-7010-0000</u>		UTILITIES		72.89	
3653	CONTRON	09/12/2019	Regular	0.00	803.40	103250
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>11965</u>	Invoice	09/11/2019	EQUIPMENT SUPPLIES/MAINT	0.00	803.40	
	<u>700-4050-7090-002X</u>		EQUIPMENT SUPPLIES/M		803.40	
3641	ERIC ARROYO	09/12/2019	Regular	0.00	495.00	103251
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>2018</u>	Invoice	09/11/2019	RISK AND HUMAN RESOURCES	0.00	495.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		495.00	
1533	FRONTIER COMMUNICATIONS	09/12/2019	Regular	0.00	78.64	103252
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>951-769-6032-08</u>	Invoice	09/11/2019	TELEPHONE UTILITY	0.00	78.64	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		78.64	
3572	HECTOR ALVARADO	09/12/2019	Regular	0.00	2,120.00	103253
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1058</u>	Invoice	09/11/2019	Bus Washing Service	0.00	2,120.00	
	<u>750-7100-7068-0000</u>		CONTRACTUAL SERVICES		200.00	
	<u>750-7400-7068-0000</u>		CONTRACTUAL EXPENSES		450.00	
	<u>750-7600-7068-0000</u>		CONTRACTUAL SERVICES		390.00	
	<u>750-7700-7068-0000</u>		CONTRACTUAL SERVICES		300.00	
	<u>750-7800-7068-0000</u>		CONTRACTUAL SERVICES		100.00	
	<u>750-7900-7068-0000</u>		CONTRACTUAL SERVICES		100.00	
	<u>750-8000-7068-0000</u>		CONTRACTUAL SERVICES		100.00	
	<u>750-8100-7068-0000</u>		CONTRACTUAL SERVICES		320.00	
	<u>750-8200-7068-0000</u>		CONTRACTUAL SERVICES		160.00	
1624	HIGH TECH IRRIGATION, INC.	09/12/2019	Regular	0.00	784.41	103254
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>591207</u>	Invoice	08/19/2019	SPECIAL DEPARTMENT SUPPLIES	0.00	784.41	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		784.41	
1679	INTERWEST CONSULTING GRP, INC.	09/12/2019	Regular	0.00	5,628.73	103255

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
51928	Invoice	09/11/2019	FY19-20 PO for Plan	0.00	5,628.73	
	100-2150-7063-0000	PLAN CHECK FEES	FY19-20 PO for Plan Check Servi		5,628.73	
3758	JOSHUA MARTIN	09/12/2019	Regular	0.00	9.00	103256
Payable # RCT# 932339	Invoice	09/11/2019	REIMBURSE OVER PAYMENT	0.00	9.00	
	750-0000-4684-0000	FIXED ROUTE BUS PASSES	REIMBURSE OVER PAYMENT		9.00	
1770	K HOVNANIAN	09/12/2019	Regular	0.00	135,578.56	103257
Payable # 9/11/19	Invoice	09/11/2019	REIMBURSE PARK DIF FEES AUGUST 2019	0.00	135,578.56	
	567-0000-7900-0000	MITIGATION FEE REFUND	REIMBURSE PARK DIF FEES AUG		61,343.10	
	569-0000-7900-0000	MITIGATION FEE REFUND	REIMBURSE PARK DIF FEES AUG		74,235.46	
1805	KONICA MINOLTA BUSINESS SOLUTIONS	09/12/2019	Regular	0.00	314.28	103258
Payable # 33990130	Invoice	09/11/2019	EQUIPMENT RENTAL	0.00	314.28	
	100-1230-7075-6026	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		220.00	
	700-4050-7075-0000	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		94.28	
1806	KONICA MINOLTA PREMIER FINANCE	09/12/2019	Regular	0.00	600.17	103259
Payable # 393745427	Invoice	09/11/2019	EQUIPMENT RENTAL	0.00	600.17	
	100-1230-7075-6026	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		420.12	
	700-4050-7075-0000	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		180.05	
1850	LESLIE'S SWIMMING POOL SUPPLIES	09/12/2019	Regular	0.00	21.96	103260
Payable # 01062-01-005063	Invoice	09/11/2019	SPECIAL DEPT SUPPLIES	0.00	21.96	
	100-6150-7070-0000	SPECIAL DEPT SUPPLIES	SPECIAL DEPT SUPPLIES		21.96	
1979	MUTUAL OF OMAHA	09/12/2019	Regular	0.00	1,191.25	103261
Payable # F-01056732	Invoice	09/11/2019	CONTRACUTAL SERVICES	0.00	75.00	
	100-1240-7068-0000	CONTRACTUAL SERVICES	CONTRACUTAL SERVICES		75.00	
Payable # F-01056733	Invoice	09/11/2019	CONTRACTUAL SERVICES	0.00	908.75	
	100-1240-7068-0000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES		908.75	
Payable # F-01056734	Invoice	09/11/2019	CONTRACTUAL SERVICES	0.00	207.50	
	100-1240-7068-0000	CONTRACTUAL SERVICES	CONTRACTUAL SERVICES		207.50	
2009	O'REILLY AUTO PARTS	09/12/2019	Regular	0.00	54.37	103262
Payable # 2678-209597	Invoice	08/30/2019	VEHICLE MAINTENANCE	0.00	54.37	
	100-3250-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		54.37	
2026	PACIFIC ALARM SERVICE	09/12/2019	Regular	0.00	59.85	103263
Payable # R 150016	Invoice	09/11/2019	SECURITY SERVICES	0.00	59.85	
	700-4050-7087-0000	SECURITY SERVICES	SECURITY SERVICES		59.85	

Date Range: 09/06/2019 - 09/12/2019

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2032	PANTER'S HARDWOOD FLOORS INC	09/12/2019	Regular	0.00	1,000.00	103264
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
10514-2	Invoice	09/11/2019	Goods	0.00	1,000.00	
	100-6000-7068-6025		CONTRACTUAL SVC - CITY	Goods	1,000.00	
2072	POLYDYNE, INC.	09/12/2019	Regular	0.00	5,745.57	103265
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
1383974	Invoice	09/11/2019	CHEMICALS & SUPPLIES	0.00	5,745.57	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES	CHEMICALS & SUPPLIES	5,745.57	
3652	PRUDENTIAL OVERALL SUPPLY	09/12/2019	Regular	0.00	259.38	103266
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
22851314	Invoice	09/11/2019	Prudential Uniforms	0.00	60.94	
	700-4050-7065-0000		UNIFORMS	UNIFORM MAINTENANCE	60.94	
22851316	Invoice	09/11/2019	Prudential Uniforms	0.00	68.75	
	100-3250-7065-0000		UNIFORMS	UNIFORM MAINTENANCE	68.75	
22855406	Invoice	09/11/2019	Prudential Uniforms	0.00	60.94	
	700-4050-7065-0000		UNIFORMS	UNIFORM MAINTENANCE	60.94	
22855408	Invoice	09/11/2019	Prudential Uniforms	0.00	68.75	
	100-3250-7065-0000		UNIFORMS	UNIFORM MAINTENANCE	68.75	
2104	RAMONA HUMANE SOCIETY INC	09/12/2019	Regular	0.00	5,735.68	103267
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
COB073119	Invoice	09/11/2019	Ramona Humane Society - Sheltering Serv	0.00	5,735.68	
	100-2000-7068-0000		CONTRACTUAL SERVICES	Ramona Humane Society - Shelt	5,735.68	
3514	RECYCLED AGGREGATE MATERIALS CO, INC	09/12/2019	Regular	0.00	800.00	103268
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
336952	Invoice	09/11/2019	DEPARTMENT SUPPLIES - STREETS	0.00	640.00	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE	640.00	
337031	Invoice	09/11/2019	DEPARTMENT SUPPLIES - STREETS	0.00	160.00	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE	160.00	
2135	RESOURCE BUILDING MATERIALS	09/12/2019	Regular	0.00	150.85	103269
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
2685332	Invoice	09/11/2019	SPECIAL DEPT SUPPLIES	0.00	37.71	
	100-6050-7070-5400		SPEC DEPT EXP - SPORTS	SPECIAL DEPT SUPPLIES	37.71	
2685381	Invoice	09/11/2019	SPECIAL DEPT SUPPLIES	0.00	56.57	
	100-6050-7070-5400		SPEC DEPT EXP - SPORTS	SPECIAL DEPT SUPPLIES	56.57	
2685410	Invoice	09/11/2019	SPECIAL DEPT SUPPLIES	0.00	56.57	
	100-6050-7070-5400		SPEC DEPT EXP - SPORTS	SPECIAL DEPT SUPPLIES	56.57	
3759	RICHARD TORRES	09/12/2019	Regular	0.00	41.62	103270
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
06-011527-02	Invoice	09/11/2019	REIMBURSE OVER PAYMENT ON ACCOUN	0.00	41.62	
	100-0000-1400-0000		A/R - UTILITIES	REIMBURSE OVER PAYMENT ON	41.62	
2196	ROBERTSON'S	09/12/2019	Regular	0.00	1,461.15	103271

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
453825	Invoice	09/11/2019	SPECIAL DEPT SUPPLIES	0.00	460.00	
	500-0000-7068-0000		CONTRACTUAL SERVICE		460.00	
491024	Invoice	09/11/2019	CONCRETE	0.00	569.15	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		569.15	
499011	Invoice	09/11/2019	CONCRETE	0.00	432.00	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		432.00	
2243	SANTA ANA WATERSHED PROJECT AUTHORITY	09/12/2019	Regular	0.00	16,796.00	103272
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9401	Invoice	09/11/2019	BASIN MONITORING PROGRAM FY19/20	0.00	16,796.00	
	700-4050-7022-0000		LICENSE, PERMITS, FEES		16,796.00	
2257	SCOTT FAZEKAS & ASSOCIATES, INC.	09/12/2019	Regular	0.00	32,829.15	103273
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
20681	Invoice	09/11/2019	FY 19-20 PO for Plan Check Services	0.00	1,870.00	
	100-2150-7063-0000		PLAN CHECK FEES		1,870.00	
20736	Invoice	09/11/2019	FY 19-20 PO for Plan Check Services	0.00	26,834.15	
	100-2150-7063-0000		PLAN CHECK FEES		26,834.15	
20745	Invoice	09/11/2019	FY 19-20 PO for Plan Check Services	0.00	4,125.00	
	100-2150-7063-0000		PLAN CHECK FEES		4,125.00	
2289	SIMPLIFILE	09/12/2019	Regular	0.00	956.00	103274
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CATWAQ-083120	Invoice	09/11/2019	CONTRACTUAL SERVICES	0.00	956.00	
	100-1200-7068-0000		CONTRACTUAL SERVICES		528.00	
	100-3100-7068-0000		CONTRACTUAL SERVICES		428.00	
3031	SMARTHIRE	09/12/2019	Regular	0.00	207.90	103275
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
47350	Invoice	09/11/2019	RECRUITMENT	0.00	207.90	
	100-1240-6050-0000		RECRUITMENT AND HIRI		207.90	
3554	STAR FLEET FILTRATION, INC	09/12/2019	Regular	0.00	546.00	103276
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
32081	Invoice	09/11/2019	EQUIP MAINT FOR FILTERS	0.00	546.00	
	700-4050-7090-0000		EQUIPMENT SUPPLIES/M		546.00	
3246	STURGEON ELECTRIC CALIFORNIA, LLC	09/12/2019	Regular	0.00	195,167.92	103277
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
570465	Invoice	09/11/2019	I-10/OAK VALLEY PARKWAY TRAFFIC SIGN	0.00	195,167.92	
	500-0000-8030-0000		INFRASTRUCTURE IMPRO		11,609.24	
	500-0000-8030-0000		INFRASTRUCTURE IMPRO		183,558.68	
2395	TERMINIX COMMERCIAL	09/12/2019	Regular	0.00	75.00	103278
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
388964660	Invoice	09/11/2019	CONTRACTUAL SERVICES	0.00	75.00	
	100-6000-7068-6040		CONTRACTUAL SVC- POLI		75.00	
2407	THE GAS COMPANY	09/12/2019	Regular	0.00	77.03	103279

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>057 895 4442 5 9</u>	Invoice	09/11/2019	GAS UTILITY	0.00	77.03	
	<u>100-6000-7010-6045</u>		UTILITIES - COMMUNITY		77.03	
3181	THE PUN GROUP LLP	09/12/2019	Regular	0.00	23,400.00	103280
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>112151</u>	Invoice	09/11/2019	AUDITING SERVICES	0.00	23,400.00	
	<u>100-1225-7068-0000</u>		CONTRACTUAL SERVICES		23,400.00	
2429	THYSSENKRUPP ELEVATOR CORP	09/12/2019	Regular	0.00	1,225.00	103281
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5001133882</u>	Invoice	09/11/2019	BUILDING SUPPLIES/MAINT	0.00	1,225.00	
	<u>100-6000-7085-6045</u>		BLDG MAINT- COMMUNI		1,225.00	
2457	TYLER WORKS - TECHNOLOGIES	09/12/2019	Regular	0.00	50.00	103282
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>025-270360</u>	Invoice	09/11/2019	SOFTWARE	0.00	50.00	
	<u>100-1230-7071-0000</u>		SOFTWARE		50.00	
2484	VERIZON	09/12/2019	Regular	0.00	1,596.42	103283
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9836914327</u>	Invoice	09/11/2019	TRANSIT TABLETS	0.00	1,596.42	
	<u>750-7200-7015-0000</u>		TELEPHONE		1,596.42	
3422	WAXIE SANITARY SUPPLY	09/12/2019	Regular	0.00	228.72	103284
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>78439312</u>	Invoice	09/11/2019	BUILDING SUPPLIES/MAINT	0.00	79.07	
	<u>700-4050-7085-0000</u>		BUILDING SUPPLIES/MAI		79.07	
<u>78505656</u>	Invoice	09/11/2019	BUILDING SUPPLIES/MAINT	0.00	149.65	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		149.65	
3248	WEBB MUNICIPAL FINANCE, LLC	09/12/2019	Regular	0.00	49,773.75	103285
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>20190427</u>	Invoice	09/11/2019	CFD ADMINISTRATION & SPECIAL TAX CO	0.00	49,773.75	
	<u>250-0000-7068-0000</u>		CONTRACTUAL SERVICES		49,773.75	
3599	WESTERN MUNICIPAL WATER DISTRICT	09/12/2019	Regular	0.00	13,748.90	103286
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>R13258</u>	Invoice	09/11/2019	BRINE LINE MAINTENANCE	0.00	13,748.90	
	<u>700-4050-7089-0000</u>		BRINE LINE MAINTENANC		13,748.90	
2540	WESTERN RIVERSIDE COUNTY REGIONAL CONS	09/12/2019	Regular	0.00	78,048.00	103287
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9/9/19</u>	Invoice	09/11/2019	AUGUST 19 MSHCP FEES	0.00	78,048.00	
	<u>570-0000-2005-0000</u>		DUE TO WRCRCA (MSHCP		78,048.00	
2546	WILLDAN ENGINEERING	09/12/2019	Regular	0.00	37,242.53	103288
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>002-21337</u>	Invoice	09/11/2019	FY 19-20 PO for Insepction Services	0.00	27,900.00	
	<u>100-2150-7067-0000</u>		INSPECTIONS		27,900.00	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
002-21338	Invoice	09/11/2019	FY19-20 Willdan PO for Plan Check Servic	0.00	9,342.53	
	100-2150-7063-0000		PLAN CHECK FEES		9,342.53	
2559	YORK INSURANCE SERVICES GROUP, INC	09/12/2019	Regular	0.00	9,216.25	103289
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
500018992	Invoice	09/11/2019	CONTRACTUAL SERVICES	0.00	9,216.25	
	100-1240-7068-0000		CONTRACTUAL SERVICES		9,216.25	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	75	54	0.00	641,148.15
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	4	3	0.00	223,476.97
	79	57	0.00	864,625.12

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	75	54	0.00	641,148.15
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	4	3	0.00	223,476.97
	79	57	0.00	864,625.12

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2019	864,625.12
			864,625.12



WARRANTS TO BE RATIFIED

Thursday, September 19, 2019

Printed Checks	103290-103386	\$	1,142,888.46	FY 19/20
EFT	209-211	\$	6,210.31	FY 19/20
	A/P Total	\$	<u>1,149,098.77</u>	
Voided Check	103184	\$	2,120.00	Daniel William Dopp
Bank Drafts	MG Trust	\$	22,964.64	Deferred Comp 457 PD 09/13/19
		\$	4,577.59	Deferred Comp 401A PD 09/13/19
		\$	1,268.59	FICA PD 09/13/19
	CalPERS	\$	1,070.34	25763 PEPRA
		\$	142.44	27308 PEPRA
		\$	69.53	742 Classic
Payroll	Paychex	\$	498,812.89	PD 09/13/19

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2019 - JUNE 30, 2020

SIGNATURE: 
 TITLE: CITY TREASURER

SIGNATURE: 
 TITLE: ADMINISTRATIVE SERVICES DIRECTOR



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1637	HOUSTON & HARRIS PCS, INC	09/19/2019	EFT	0.00	1,300.00	209
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>19-22182</u>	Invoice	09/19/2019	ON CALL SEWER CLEANING, VIDEO & EME	0.00	1,300.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES ON CALL SEWER CLEANING, VID		1,300.00	
3229	ICMA - RC	09/19/2019	EFT	0.00	1,666.47	210
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>PD 09/13/19</u>	Invoice	09/18/2019	EMPLOYEE CONTRIBUTIONS	0.00	1,666.47	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI EMPLOYEE CONTRIBUTIONS		904.10	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI EMPLOYEE CONTRIBUTIONS		112.37	
	<u>100-1200-6026-0000</u>		DEFERRED COMP EMPLOYEE CONTRIBUTIONS		650.00	
2264	SEIU	09/19/2019	EFT	0.00	3,243.84	211
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>PD 08/30/19-09/</u>	Invoice	09/18/2019	EMPLOYEE DUES	0.00	3,243.84	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS EMPLOYEE DUES		3,243.84	
1417	DIANA FUQUAY	09/18/2019	Regular	0.00	2,445.05	103290
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>FINAL CHECK 2</u>	Invoice	09/18/2019	SICK AND VACATION HOURS	0.00	2,445.05	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE SICK AND VACATION HOURS		2,445.05	
1417	DIANA FUQUAY	09/18/2019	Regular	0.00	1,262.22	103291
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>FINAL CHECK</u>	Invoice	09/18/2019	REGULAR HOURS	0.00	1,262.22	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE REGULAR HOURS		1,262.22	
3523	72 HOUR LLC	09/19/2019	Regular	0.00	89,844.36	103292
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>02369368</u>	Invoice	09/19/2019	Purchase of1 Admin Car and 2 patrol vehi	0.00	44,922.18	
	<u>100-2050-8060-0000</u>		VEHICLES Purchase of1 Admin Car and 2 p		44,922.18	
<u>02401294</u>	Invoice	09/19/2019	Purchase of1 Admin Car and 2 patrol vehi	0.00	44,922.18	
	<u>100-2050-8060-0000</u>		VEHICLES Purchase of1 Admin Car and 2 p		44,922.18	
3684	ADAM HUIE	09/19/2019	Regular	0.00	512.22	103293
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>71519</u>	Invoice	09/18/2019	PROFESSIONAL SERVICES	0.00	512.22	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES PROFESS		512.22	
1036	ALBERT A. WEBB ASSOCIATES	09/19/2019	Regular	0.00	407,844.02	103294
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>193556</u>	Invoice	09/19/2019	Engineering Services During Construction	0.00	394,481.27	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE Engineering Services During Con		394,481.27	
<u>193557</u>	Invoice	09/19/2019	Engineering Services During Const. - BRIN	0.00	6,774.75	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE Engineering Services During Con		6,774.75	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>193558</u>	Invoice	09/19/2019	Engineering Services During Construction	0.00	3,557.52	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		3,557.52 ✓	
<u>193558-2</u>	Invoice	09/19/2019	Engineering Services During Const. - BRIN	0.00	3,030.48	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		3,030.48 ✓	
3762	ALICIA GALBRAITH	09/19/2019	Regular	0.00	100.00	103295
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>RCT 933652</u>	Invoice	09/18/2019	DEPOSIT REFUND	0.00	100.00	
	<u>100-0000-4590-0000</u>		BUILDING RENTAL		100.00	
1053	AMERICAN FORENSIC NURSES	09/19/2019	Regular	0.00	56.00	103296
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>72445</u>	Invoice	09/19/2019	American Forensic Nurses - Services	0.00	56.00 ✓	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		56.00	
3661	ARROWHEAD GROUP INC	09/19/2019	Regular	0.00	8,701.70	103297
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>19295</u>	Invoice	09/19/2019	Backflow Testing and Repair	0.00	304.99	
	<u>100-6050-7068-5999</u>		CONTRACT SVC - ALL PAR		304.99	
<u>20022</u>	Invoice	09/19/2019	Backflow Testing and Repair	0.00	5,880.00	
	<u>100-6050-7068-5999</u>		CONTRACT SVC - ALL PAR		5,880.00	
<u>20519</u>	Invoice	09/19/2019	Backflow Testing and Repair	0.00	2,516.71	
	<u>100-6050-7068-5999</u>		CONTRACT SVC - ALL PAR		2,516.71	
1086	ARROWHEAD RADIOLOGY MEDICAL	09/19/2019	Regular	0.00	35.00	103298
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>4455*10582064</u>	Invoice	09/18/2019	EMPLOYEE MEDICAL SERVICES	0.00	35.00	
	<u>100-2050-6019-0000</u>		FIRST AID		35.00	
3769	ASHLEY MULCAHY	09/19/2019	Regular	0.00	15.37	103299
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>06-002331-09</u>	Invoice	09/18/2019	REIMBURSE CREDIT ON FINALED UTILITY	0.00	15.37	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES		15.37	
1098	AUTOMATED GATE SERVICES, INC	09/19/2019	Regular	0.00	146.50	103300
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>137326</u>	Invoice	09/18/2019	SERVICES TO PD GATE	0.00	146.50	
	<u>100-6000-7090-6040</u>		EQUIPMENT SUPPLIES/M		146.50	
1109	BANK OF HEMET	09/19/2019	Regular	0.00	3,726.94	103301
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1280837350 09/1</u>	Invoice	09/19/2019	BATWING LAWNMOWER FY 19/20	0.00	3,726.94	
	<u>100-6050-8040-0000</u>		EQUIPMENT		3,726.94	
1111	BANNING MEDICAL SERVICES	09/19/2019	Regular	0.00	544.50	103302
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>GOR0010578353</u>	Invoice	09/18/2019	EMPLOYEE MEDICAL SERVICES	0.00	544.50	
	<u>100-2050-6019-0000</u>		FIRST AID		544.50	
1127	BEAUMONT DO IT BEST HOME CENTER	09/19/2019	Regular	0.00	182.39	103303

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>453698</u>	Credit Memo	09/18/2019	RETURNED GOODS	0.00	-30.00	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		-30.00	
<u>476078</u>	Invoice	09/19/2019	DEPARTMENT SUPPLIES - SEWER	0.00	37.68	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		37.68	
<u>476998</u>	Invoice	09/18/2019	OFFICE SUPPLIES	0.00	19.66	
	<u>750-7000-7025-0000</u>		OFFICE SUPPLIES		19.66	
<u>476999</u>	Invoice	09/18/2019	DEPT SUPPLIES	0.00	13.55	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		13.55	
<u>477151</u>	Invoice	09/18/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	84.90	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL		84.90	
<u>477220</u>	Invoice	09/18/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	10.44	
	<u>100-6000-7085-6045</u>		BLDG MAINT- COMMUNI		10.44	
<u>477241</u>	Invoice	09/18/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	14.62	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		14.62	
<u>477242</u>	Invoice	09/18/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	12.60	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL		12.60	
<u>477255</u>	Invoice	09/18/2019	DEPT SUPPLIES	0.00	18.94	
	<u>100-6050-7070-5400</u>		SPEC DEPT EXP - SPORTS		9.47	
	<u>100-6050-7070-5500</u>		SPEC DEPT EXP - STEWAR		9.47	
1136	BEAUMONT POWER EQUIPMENT	09/19/2019	Regular	0.00	149.70	103304
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2197</u>	Invoice	09/18/2019	EQUIPMENT SUPPLIES & MAINTENANCE	0.00	10.00	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		10.00	
<u>2219</u>	Invoice	09/18/2019	EQUIPMENT SUPPLIES & MAINTENANCE	0.00	132.17	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		132.17	
<u>2258</u>	Invoice	09/18/2019	EQUIPMENT SUPPLIES & MAINTENANCE	0.00	7.53	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		7.53	
1140	BEAUMONT SAFE & LOCK	09/19/2019	Regular	0.00	122.23	103305
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>71700</u>	Invoice	09/18/2019	DEPT SUPPLIES	0.00	3.23	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		3.23	
<u>71871</u>	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	119.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		119.00	
3763	BECK M.D., MARK J.	09/19/2019	Regular	0.00	150.25	103306
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>A 31-10578353</u>	Invoice	09/18/2019	EMPLOYEE MEDICAL SERVICES	0.00	150.25	
	<u>100-2050-6019-0000</u>		FIRST AID		150.25	
1148	BEDON CONSTRUCTION, INC.	09/19/2019	Regular	0.00	2,827.75	103307
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>26485</u>	Invoice	09/19/2019	filter fabric for gravel on OV medians	0.00	2,827.75	
	<u>100-6050-7070-019A</u>		SPEC DEPT EXP - IA 19A		2,827.75	
3575	BEHRENS AND ASSOCIATES, INC	09/19/2019	Regular	0.00	862.00	103308

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>R111319</u>	Invoice <u>710-0000-8030-0000</u>	09/19/2019	8 FEET HIGH STC-25 BLANKET RENTAL CAPITAL IMPROVEMENT 8 FEET HIGH STC-25 BLANKET R	0.00	862.00	
3602	BURRTEC WASTE GROUP, INC	09/19/2019	Regular	0.00	46,119.39	103309
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>09052019-2</u>	Invoice <u>700-4050-7068-0000</u>	09/19/2019	Sludge Hauling Services for the WWTP CONTRACTUAL SERVICES SLUDGE HAULING	0.00	46,119.39	
					46,119.39	
1242	CED	09/19/2019	Regular	0.00	767.18	103310
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>0954-473401.2</u>	Invoice <u>100-3250-7070-0000</u>	09/19/2019	DEPARTMENT SUPPLIES - ELECTRICAL SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - ELECT	0.00	767.18	
					767.18	
1302	CLINICAL LABORATORY OF SAN BERNARDINO, I	09/19/2019	Regular	0.00	5,724.00	103311
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>970429</u>	Invoice <u>700-4050-7068-0000</u>	09/19/2019	WWTP Laboratory Testing Services CONTRACTUAL SERVICES WWTP Laboratory Testing Servic	0.00	5,724.00	
					5,724.00	
1310	COLONIAL LIFE	09/19/2019	Regular	0.00	591.76	103312
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>CD 08/02/19-08/</u>	Invoice <u>100-0000-2051-0000</u>	09/18/2019	OPTIONAL EMPLOYEE INSURANCE COLONIAL INS-WITHHOL OPTIONAL EMPLOYEE INSURAN	0.00	591.76	
					591.76	
3653	CONTRON	09/19/2019	Regular	0.00	1,606.80	103313
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>11970</u>	Invoice <u>700-4050-7068-0000</u>	09/19/2019	TECHNICAL SERVICES FOR SCADA WW SYS CONTRACTUAL SERVICES TECHNICAL SERVICES FOR SCAD	0.00	758.40	
					758.40	
<u>11971</u>	Invoice <u>700-4050-7068-0000</u>	09/19/2019	TECHNICAL SERVICES FOR SCADA WW SYS CONTRACTUAL SERVICES TECHNICAL SERVICES FOR SCAD	0.00	848.40	
					848.40	
1364	DANIEL LEE	09/19/2019	Regular	0.00	249.73	103314
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>09/05/19</u>	Invoice <u>100-2050-7070-0000</u>	09/18/2019	DEPT SUPPLIES REIMBURSEMENT SPECIAL DEPT SUPPLIES DEPT SUPPLIES REIMBURSEMEN	0.00	249.73	
					249.73	
1237	DANIEL WILLIAM DOPP	09/19/2019	Regular	0.00	2,120.00	103315
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>1472 CHECK 2</u>	Invoice <u>100-2030-7039-0000</u>	09/18/2019	PROFESSIONAL SERVICES CODE ENFORCEMENT PROFESSIONAL SERVICES	0.00	360.00	
					360.00	
<u>1473 CHECK 2</u>	Invoice <u>100-2030-7039-0000</u>	09/18/2019	PROFESSIONAL SERVICES CODE ENFORCEMENT PROFESSIONAL SERVICES	0.00	1,760.00	
					1,760.00	
1395	DENNIS JANDA, INC.	09/19/2019	Regular	0.00	150.00	103316
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>			
<u>13610</u>	Invoice <u>500-0000-7068-0000</u>	09/19/2019	Amend Contract Amount CONTRACTUAL SERVICE Amend Contract Amount	0.00	150.00	
					150.00	
1402	DEPARTMENT OF JUSTICE	09/19/2019	Regular	0.00	1,675.00	103317

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
400095	Invoice	09/19/2019	DOJ Livescan Fingerprinting	0.00	1,675.00	
	<u>100-2050-7031-0000</u>	LIVE SCAN-FINGERPRINTI	DOJ Livescan Fingerprinting		1,675.00	
1414	DIAMOND HILLS AUTO GROUP	09/19/2019	Regular	0.00	556.92	103318
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
44241	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	220.00	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		220.00	
655226	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	321.80	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		321.80	
655226CM	Credit Memo	09/18/2019	VEHICLE MAINTENANCE	0.00	-88.09	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-88.09	
655248	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	103.21	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		103.21	
1441	DOWN TO EARTH LAND CLEARING SOLUTIONS	09/19/2019	Regular	0.00	3,375.00	103319
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
40419000119	Invoice	09/18/2019	WEED ABATEMENT SERVICES	0.00	724.50	
	<u>100-2030-7039-0000</u>	CODE ENFORCEMENT	WEED ABATEMENT SERVICES		724.50	
40419000319	Invoice	09/18/2019	WEED ABATEMENT SERVICES	0.00	108.00	
	<u>100-2030-7039-0000</u>	CODE ENFORCEMENT	WEED ABATEMENT SERVICES		108.00	
414120029	Invoice	09/18/2019	WEED ABATEMENT SERVICES	0.00	153.00	
	<u>100-2030-7039-0000</u>	CODE ENFORCEMENT	WEED ABATEMENT SERVICES		153.00	
41412003119	Invoice	09/18/2019	WEED ABATEMENT SERVICES	0.00	144.50	
	<u>100-2030-7039-0000</u>	CODE ENFORCEMENT	WEED ABATEMENT SERVICES		144.50	
41414203819	Invoice	09/18/2019	WEED ABATEMENT SERVICES	0.00	669.50	
	<u>100-2030-7039-0000</u>	CODE ENFORCEMENT	WEED ABATEMENT SERVICES		669.50	
415092014	Invoice	09/18/2019	WEED ABATEMENT SERVICES	0.00	144.50	
	<u>100-2030-7039-0000</u>	CODE ENFORCEMENT	WEED ABATEMENT SERVICES		144.50	
415122019	Invoice	09/18/2019	WEED ABATEMENT SERVICES	0.00	144.50	
	<u>100-2030-7039-0000</u>	CODE ENFORCEMENT	WEED ABATEMENT SERVICES		144.50	
41528202219	Invoice	09/18/2019	WEED ABATEMENT SERVICES	0.00	144.50	
	<u>100-2030-7039-0000</u>	CODE ENFORCEMENT	WEED ABATEMENT SERVICES		144.50	
41530103019	Invoice	09/18/2019	WEED ABATEMENT SERVICES	0.00	143.00	
	<u>100-2030-7039-0000</u>	CODE ENFORCEMENT	WEED ABATEMENT SERVICES		143.00	
41722000919	Invoice	09/18/2019	WEED ABATEMENT SERVICES	0.00	189.50	
	<u>100-2030-7039-0000</u>	CODE ENFORCEMENT	WEED ABATEMENT SERVICES		189.50	
41722004119	Invoice	09/18/2019	WEED ABATEMENT SERVICES	0.00	188.00	
	<u>100-2030-7039-0000</u>	CODE ENFORCEMENT	WEED ABATEMENT SERVICES		188.00	
418031010	Invoice	09/18/2019	WEED ABATEMENT SERVICES	0.00	144.50	
	<u>100-2030-7039-0000</u>	CODE ENFORCEMENT	WEED ABATEMENT SERVICES		144.50	
41804300219	Invoice	09/18/2019	WEED ABATEMENT SERVICES	0.00	144.50	
	<u>100-2030-7039-0000</u>	CODE ENFORCEMENT	WEED ABATEMENT SERVICES		144.50	
41812100319	Invoice	09/18/2019	WEED ABATEMENT SERVICES	0.00	143.00	
	<u>100-2030-7039-0000</u>	CODE ENFORCEMENT	WEED ABATEMENT SERVICES		143.00	
41812202819	Invoice	09/18/2019	WEED ABATEMENT SERVICES	0.00	189.50	
	<u>100-2030-7039-0000</u>	CODE ENFORCEMENT	WEED ABATEMENT SERVICES		189.50	
1479	ENTENMANN-ROVIN CO	09/19/2019	Regular	0.00	520.34	103320

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0146524-IN</u>	Invoice	09/18/2019	EMPLOYEE UNIFORMS	0.00	520.34	
	<u>100-2050-7065-0000</u>		UNIFORMS		520.34	
1501	FAIRVIEW FORD	09/19/2019	Regular	0.00	1,207.92	103321
<u>627960</u>	Invoice	09/19/2019	Fairview Ford	0.00	63.61	
	<u>100-2000-7037-0000</u>		VEHICLE MAINTENANCE		9.09	
	<u>100-2030-7037-0000</u>		VEHICLE MAINTENANCE		9.09	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		45.43	
<u>C63579</u>	Invoice	09/19/2019	Fairview Ford	0.00	940.59	
	<u>100-2000-7037-0000</u>		VEHICLE MAINTENANCE		134.37	
	<u>100-2030-7037-0000</u>		VEHICLE MAINTENANCE		134.37	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		671.85	
<u>C63714</u>	Invoice	09/19/2019	Fairview Ford	0.00	203.72	
	<u>100-2000-7037-0000</u>		VEHICLE MAINTENANCE		29.10	
	<u>100-2030-7037-0000</u>		VEHICLE MAINTENANCE		29.10	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		145.52	
1519	FORD MOTOR CREDIT CO.	09/19/2019	Regular	0.00	2,224.03	103322
<u>1692521</u>	Invoice	09/19/2019	Ford Motor Credit	0.00	2,224.03	
	<u>100-2050-8060-0000</u>		VEHICLES		2,224.03	
1522	FOX OCCUPATIONAL	09/19/2019	Regular	0.00	85.00	103323
<u>110576</u>	Invoice	09/18/2019	EMPLOYEE MEDICAL SERVICES	0.00	85.00	
	<u>100-6050-6019-0000</u>		FIRST AID		45.00	
	<u>750-7200-6019-0000</u>		FIRST AID		40.00	
1533	FRONTIER COMMUNICATIONS	09/19/2019	Regular	0.00	984.51	103324
<u>213-180-1992-06</u>	Invoice	09/18/2019	PHONE UTILITY	0.00	175.98	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		175.98	
<u>951-769-5188-04</u>	Invoice	09/18/2019	PHONE UTILITY	0.00	392.81	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		392.81	
<u>951-769-8533-09</u>	Invoice	09/18/2019	PHONE UTILITY	0.00	61.98	
	<u>750-7300-7015-0000</u>		TELEPHONE		61.98	
<u>951-769-8534-04</u>	Invoice	09/18/2019	PHONE UTILITY	0.00	353.74	
	<u>700-4050-7015-0000</u>		TELEPHONE		353.74	
1554	GALLADE CHEMICAL, INC.	09/19/2019	Regular	0.00	1,411.53	103325
<u>1079129</u>	Invoice	09/19/2019	CHEMICALS FOR WWTP	0.00	1,411.53	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		1,411.53	
1557	GAREWAL	09/19/2019	Regular	0.00	440.00	103326
<u>77</u>	Invoice	09/18/2019	PROFESSIONAL SERVICES	0.00	440.00	
	<u>100-2030-7039-0000</u>		CODE ENFORCEMENT		440.00	
3348	GOVERNMENTJOBS.COM, INC	09/19/2019	Regular	0.00	26,858.40	103327

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV-10470	Invoice	09/19/2019	NeoGov Software	0.00	26,858.40	
	100-1230-7071-6025		SOFTWARE (CITY HALL)		26,858.40	
1624	HIGH TECH IRRIGATION, INC.	09/19/2019	Regular	0.00	1,457.93	103328
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
598226-1	Invoice	09/19/2019	DEPT SUPPLIES	0.00	1,457.93	
	100-6050-7070-5999		SPEC DEPT EXP - ALL PAR		1,457.93	
1628	HINDERLITER, de LLAMAS, & ASSOC	09/19/2019	Regular	0.00	2,783.84	103329
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0031983-IN	Invoice	09/18/2019	SALES TAX 3RD QUARTER	0.00	2,783.84	
	100-1200-7068-0000		CONTRACTUAL SERVICES		2,783.84	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	09/19/2019	Regular	0.00	830.08	103330
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
32289	Invoice	09/19/2019	Transcription Services	0.00	830.08	
	100-2050-7068-0000		CONTRACTUAL SERVICES		830.08	
3725	JEREMY HARRIS	09/19/2019	Regular	0.00	78.00	103331
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
09/11/19	Invoice	09/18/2019	DMV FEE FOR COMMERCIAL B LICENSE RE	0.00	78.00	
	100-2050-7066-0000		TRAVEL, EDUCATION, TRA		78.00	
3764	JESSE REYES	09/19/2019	Regular	0.00	40.00	103332
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 933346	Invoice	09/18/2019	DEPOSIT REFUND	0.00	40.00	
	100-0000-4590-0000		BUILDING RENTAL		40.00	
3765	JULIE TRUJILLO	09/19/2019	Regular	0.00	150.00	103333
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03-010160-04	Invoice	09/18/2019	REIMBURSE PARTIAL CREDIT ON UTILITY A	0.00	150.00	
	100-0000-1400-0000		A/R - UTILITIES		150.00	
1805	KONICA MINOLTA BUSINESS SOLUTIONS	09/19/2019	Regular	0.00	1,131.07	103334
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9006020947	Invoice	09/18/2019	PRINTER SERVICES	0.00	1,131.07	
	100-1230-7090-6025		EQUIP SUPPLIES/MAINT (493.97	
	100-1230-7090-6040		EQUIP SUPPLIES/MAINT (188.83	
	100-1230-7090-6045		EQUIP SUPPLIES/MAINT (155.87	
	750-7000-7090-0000		EQUIPMENT SUPPLIES/M		292.40	
1806	KONICA MINOLTA PREMIER FINANCE	09/19/2019	Regular	0.00	1,481.92	103335
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
394493993	Invoice	09/18/2019	EQUIPMENT RENTAL	0.00	1,481.92	
	100-1230-7075-6025		EQUIPMENT LEASING/RE		370.48	
	100-1230-7075-6040		EQUIPMENT LEASING/RE		370.48	
	100-1230-7075-6045		EQUIPMENT LEASING/RE		370.48	
	750-7000-7075-0000		EQUIPMENT LEASING/RE		370.48	
3379	LAW OFFICES BURKE, WILLIAMS & SORENSEN,	09/19/2019	Regular	0.00	10,015.00	103336

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
244833	Invoice	09/18/2019	LEGAL SERVICES	0.00	10,015.00	
	<u>120-9663-7300-0000</u>	CONTRACTUAL SERVICES	LEGAL SERVICES		10,015.00	
1853	LEWIS BRISBOIS BISGAARD & SMITH LLP	09/19/2019	Regular	0.00	90.00	103337
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2450650	Invoice	09/18/2019	LEGAL SERVICES	0.00	90.00	
	<u>120-9663-7300-0000</u>	CONTRACTUAL SERVICES	LEGAL SERVICES		90.00	
3610	LYNN BROUSSEAU	09/19/2019	Regular	0.00	40.00	103338
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 931532	Invoice	09/18/2019	DEPOSIT REFUND	0.00	40.00	
	<u>100-0000-4590-0000</u>	BUILDING RENTAL	DEPOSIT REFUND		40.00	
1904	MARCEDES CASHMER	09/19/2019	Regular	0.00	25.73	103339
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
09/09/19	Invoice	09/18/2019	DEPT SUPPLIES REIMBURSEMENT	0.00	25.73	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES REIMBURSEMEN		25.73	
1916	MARK THOMAS & COMPANY, INC	09/19/2019	Regular	0.00	3,910.50	103340
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
34279	Invoice	09/19/2019	DESIGN & CONSULTING SERVICES AMEND	0.00	3,910.50	
	<u>500-0000-7068-0000</u>	CONTRACTUAL SERVICE	DESIGN & CONSULTING SERVICE		3,910.50	
3766	MICHAEL HOWELL	09/19/2019	Regular	0.00	21.22	103341
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
01-000152-01	Invoice	09/18/2019	REIMBURSE OF OVER PAYMENT ON UTILIT	0.00	21.22	
	<u>100-0000-1400-0000</u>	A/R - UTILITIES	REIMBURSE OF OVER PAYMENT		21.22	
3530	MOBILE HOMES ACCEPTANCE CORP	09/19/2019	Regular	0.00	425.61	103342
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
216910	Invoice	09/19/2019	MONTHLY RENTAL FEE FOR WWTP OFFICE	0.00	425.61	
	<u>700-4050-7075-0000</u>	EQUIPMENT LEASING/RE	MONTHLY RENTAL FEE FOR WW		425.61	
3186	MWH CONSTRUCTORS INC	09/19/2019	Regular	0.00	250,548.77	103343
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
19-30504503-06	Invoice	09/19/2019	CONSTRUCTION MANAGEMENT FOR WW	0.00	85,962.23	
	<u>710-0000-7068-0000</u>	CONTRACTUAL SERVICE	CONSTRUCTION MANAGEMENT		85,962.23	
19-30505107-06	Invoice	09/19/2019	BRINE LINE INSTALLATION CONSTRUCTIO	0.00	164,586.54	
	<u>710-0000-8030-0000</u>	CAPITAL IMPROVEMENT	BRINE LINE INSTALLATION CONS		164,586.54	
1984	NAPA AUTO PARTS	09/19/2019	Regular	0.00	192.07	103344
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
101450	Invoice	09/18/2019	DEPT SUPPLIES	0.00	41.45	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		41.45	
102163	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	8.60	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		8.60	
102238	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	26.92	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		26.92	
102518	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	69.33	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		69.33	
<u>103001</u>	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	19.92	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		19.92	
<u>103003</u>	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	25.85	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		25.85	
3630	NGAO EVE YANG	09/19/2019	Regular	0.00	40.00	103345
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 932467</u>	Invoice	09/18/2019	DEPOSIT REFUND	0.00	40.00	
	<u>100-0000-4590-0000</u>	BUILDING RENTAL	DEPOSIT REFUND		40.00	
2009	O'REILLY AUTO PARTS	09/19/2019	Regular	0.00	548.07	103346
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2678-211420</u>	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	213.98	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		213.98	
<u>2678-212153</u>	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	55.77	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		55.77	
<u>2678-212207</u>	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	53.09	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		53.09	
<u>2678-212416</u>	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	72.94	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		72.94	
<u>2678-212436</u>	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	27.26	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		27.26	
<u>2678-212533</u>	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	8.26	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		8.26	
<u>2678-212559</u>	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	31.24	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		31.24	
<u>2678-212669</u>	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	47.70	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		47.70	
<u>2678-212760</u>	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	18.05	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		18.05	
<u>2678-215439</u>	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	19.78	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		19.78	
2032	PANTER'S HARDWOOD FLOORS INC	09/19/2019	Regular	0.00	19,300.00	103347
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10525</u>	Invoice	09/19/2019	Goods	0.00	19,300.00	
	<u>100-6000-7068-6025</u>	CONTRACTUAL SVC - CITY	Goods		19,300.00	
3768	PHILIP SAMUELS	09/19/2019	Regular	0.00	42.83	103348
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>07-072759-02</u>	Invoice	09/18/2019	REIMBURSE CREDIT ON UTILITY ACCOUNT	0.00	42.83	
	<u>100-0000-1400-0000</u>	A/R - UTILITIES	REIMBURSE CREDIT ON UTILITY		42.83	
2074	PRE-PAID LEGAL SERVICES INC	09/19/2019	Regular	0.00	776.17	103349
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>PD 08/16/19-09/</u>	Invoice	09/18/2019	OPTIONAL EMPLOYEE INSURANCE	0.00	776.17	
	<u>100-0000-2045-0000</u>	PRE PAID LEGAL	OPTIONAL EMPLOYEE INSURAN		776.17	
2079	PRO-PIPE & SUPPLY	09/19/2019	Regular	0.00	371.71	103350

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>5183116</u>	Invoice	09/19/2019	DEPT SUPPLIES	0.00	371.71	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		371.71	
3652	PRUDENTIAL OVERALL SUPPLY	09/19/2019	Regular	0.00	241.67	103351
<u>22859013</u>	Invoice	09/19/2019	Prudential Uniforms	0.00	126.53	
	<u>750-7100-7065-0000</u>		UNIFORMS		13.70	
	<u>750-7400-7065-0000</u>		UNIFORMS		27.16	
	<u>750-7600-7065-0000</u>		UNIFORMS		28.73	
	<u>750-7700-7065-0000</u>		UNIFORMS		19.86	
	<u>750-7800-7065-0000</u>		UNIFORMS		19.86	
	<u>750-7900-7065-0000</u>		UNIFORMS		17.22	
<u>22859015</u>	Invoice	09/19/2019	Prudential Uniforms	0.00	54.20	
	<u>750-7300-7065-0000</u>		UNIFORMS		54.20	
<u>22862442</u>	Invoice	09/19/2019	Prudential Uniforms	0.00	60.94	
	<u>700-4050-7065-0000</u>		UNIFORMS		60.94	
2092	PURCHASE POWER-2540	09/19/2019	Regular	0.00	1,071.56	103352
<u>8000-9000-0098-</u>	Invoice	09/18/2019	POSTAGE COSTS	0.00	1,071.56	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		1,071.56	
2098	QUILL CORPORATON	09/19/2019	Regular	0.00	295.61	103353
<u>1058461</u>	Invoice	09/18/2019	OFFICE SUPPLIES	0.00	127.15	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		127.15	
<u>9879925</u>	Invoice	09/18/2019	OFFICE SUPPLIES	0.00	51.27	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		51.27	
<u>9887420</u>	Invoice	09/18/2019	OFFICE SUPPLIES	0.00	15.71	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		15.71	
<u>9891119</u>	Invoice	09/18/2019	OFFICE SUPPLIES	0.00	101.48	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		87.27	
	<u>100-3100-7025-0000</u>		OFFICE SUPPLIES		14.21	
2104	RAMONA HUMANE SOCIETY INC	09/19/2019	Regular	0.00	4,971.92	103354
<u>COB08312 08/01</u>	Invoice	09/19/2019	Ramona Humane Society - Sheltering Serv	0.00	4,971.92	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES		4,971.92	
2120	RCLEAA	09/19/2019	Regular	0.00	150.00	103355
<u>09/19/19</u>	Invoice	09/19/2019	RCLEAA ANNUAL CONFERENCE 2019	0.00	150.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		150.00	
2126	REDLANDS FORD	09/19/2019	Regular	0.00	134.16	103356
<u>5159382</u>	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	54.61	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		54.61	
<u>5159669</u>	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	79.55	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		79.55	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3681	RIVERSIDE COUNTY DEPARTMENT OF WASTE R	09/19/2019	Regular	0.00	181.97	103357
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>6973323</u>	Invoice	09/18/2019	DEPARTMENT SUPPLIES	0.00	28.29	
	<u>100-6050-7070-014X</u>		SPEC DEPT EXP - IA 14		28.29	
<u>6975745</u>	Invoice	09/18/2019	DEPT SUPPLIES	0.00	10.00	
	<u>100-6050-7070-017A</u>		SPEC DEPT EXP - IA 17A		5.00	
	<u>100-6050-7070-06A1</u>		SPEC DEPT EXP - IA 6A1		5.00	
<u>6976220</u>	Invoice	09/18/2019	DEPT SUPPLIES	0.00	27.28	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		27.28	
<u>6976448</u>	Invoice	09/18/2019	DEPT SUPPLIES	0.00	27.28	
	<u>100-6050-7070-008A</u>		SPEC DEPT EXP - IA 8A		13.64	
	<u>100-6050-7070-017A</u>		SPEC DEPT EXP - IA 17A		13.64	
<u>6976587</u>	Invoice	09/18/2019	DEPT SUPPLIES	0.00	26.27	
	<u>100-6050-7070-008A</u>		SPEC DEPT EXP - IA 8A		26.27	
<u>6995438</u>	Invoice	09/18/2019	DEPT SUPPLIES	0.00	34.85	
	<u>100-6050-7070-008A</u>		SPEC DEPT EXP - IA 8A		34.85	
<u>6995508</u>	Invoice	09/18/2019	DEPT SUPPLIES	0.00	14.00	
	<u>100-6050-7070-014X</u>		SPEC DEPT EXP - IA 14		14.00	
<u>6996048</u>	Invoice	09/18/2019	DEPT SUPPLIES	0.00	14.00	
	<u>100-6050-7070-008A</u>		SPEC DEPT EXP - IA 8A		14.00	
2623	RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDIC	09/19/2019	Regular	0.00	1,200.00	103358
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1117</u>	Invoice	09/19/2019	SART/RCAT Exams	0.00	1,200.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		1,200.00	
3278	ROGELIO DELGADILLO	09/19/2019	Regular	0.00	149.00	103359
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>016</u>	Invoice	09/18/2019	ABATEMENT SERVICES	0.00	149.00	
	<u>100-2030-7039-0000</u>		CODE ENFORCEMENT		149.00	
3770	ROSE TORTES	09/19/2019	Regular	0.00	711.56	103360
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>06-077561-Q2</u>	Invoice	09/18/2019	REIMBURSE OF OVER PAYMENT ON UTILIT	0.00	711.56	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES		711.56	
3381	RUBEN BALTIERRA	09/19/2019	Regular	0.00	300.00	103361
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>001</u>	Invoice	09/18/2019	HALLOWEEN MONSTER MASH ENTERTAIN	0.00	300.00	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS		300.00	
1113	RYAN M. WESTBROOK INC	09/19/2019	Regular	0.00	133.35	103362
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>680879</u>	Invoice	09/18/2019	ANIMAL CARE SERVICES	0.00	63.35	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES		63.35	
<u>683803</u>	Invoice	09/18/2019	ANIMAL CARE SERVICES	0.00	70.00	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES		70.00	
2226	SAFELITE AUTO GLASS	09/19/2019	Regular	0.00	358.66	103363

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>05076-202831</u>	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	358.66	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		358.66	
2238	SAN GORGONIO MEMORIAL HOSPITAL	09/19/2019	Regular	0.00	700.00	103364
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0010582064-000</u>	Invoice	09/18/2019	EMPLOYEE MEDICAL SERVICES	0.00	700.00	
	<u>100-2050-6019-0000</u>		FIRST AID		700.00	
			EMPLOYEE MEDICAL SERVICES		700.00	
2261	SEAN THUILLIEZ	09/19/2019	Regular	0.00	834.95	103365
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10/08/19-10/11/</u>	Invoice	09/18/2019	EMPLOYEE TRAVEL REIMBURSEMENT FOR	0.00	834.95	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		834.95	
			EMPLOYEE TRAVEL REIMBURSE		834.95	
2281	SHRED-IT	09/19/2019	Regular	0.00	421.40	103366
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>8128015477</u>	Invoice	09/18/2019	PROFESSIONAL SERVICES	0.00	421.40	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		421.40	
			PROFESSIONAL SERVICES		421.40	
2311	SOUTHERN CALIFORNIA EDISON	09/19/2019	Regular	0.00	125,789.09	103367
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>09/18/19</u>	Invoice	09/18/2019	ELECTRIC UTILITY	0.00	125,789.09	
	<u>100-3250-7010-0000</u>		UTILITIES		11,762.41	
	<u>100-3250-7010-003X</u>		UTILITIES (IA 3)		2,632.33	
	<u>100-3250-7010-004X</u>		UTILITIES (IA 4)		94.90	
	<u>100-3250-7010-006B</u>		UTILITIES (IA 6B)		2,476.10	
	<u>100-3250-7010-007A</u>		UTILITIES (IA 7A)		9.92	
	<u>100-3250-7010-007B</u>		UTILITIES (IA 7B)		74.61	
	<u>100-3250-7010-008A</u>		UTILITIES (IA 8A)		393.34	
	<u>100-3250-7010-008C</u>		UTILITIES (IA 8C)		538.58	
	<u>100-3250-7010-011A</u>		UTILITIES (IA 11A)		158.52	
	<u>100-3250-7010-014B</u>		UTILITIES (IA 14B)		32.91	
	<u>100-3250-7010-014X</u>		UTILITIES (IA 14)		1,453.16	
	<u>100-3250-7010-018X</u>		UTILITIES (IA 18)		120.47	
	<u>100-3250-7010-019C</u>		UTILITIES (IA 19C)		2,657.96	
	<u>100-3250-7010-06A1</u>		UTILITIES (IA 6A1)		767.37	
	<u>100-6000-7010-6025</u>		UTILITIES - CITY HALL		4,113.63	
	<u>100-6000-7010-6031</u>		UTILITIES - CITY HALL BLD		1,582.82	
	<u>100-6000-7010-6032</u>		UTILITIES - CITY HALL BLD		1,582.82	
	<u>100-6000-7010-6040</u>		UTILITIES - POLICE DEPT		4,265.05	
	<u>100-6000-7010-6041</u>		UTILITIES - POLICE ANNEX		378.61	
	<u>100-6000-7010-6045</u>		UTILITIES - COMMUNITY		6,832.89	
	<u>100-6000-7010-6055</u>		UTILITIES - FIRE STATION		692.80	
	<u>100-6050-7010-0000</u>		UTILITIES		2,676.39	
	<u>100-6050-7010-020X</u>		UTILITIES IA 20		10.07	
	<u>100-6050-7010-06A1</u>		UTILITIES IA 6A1		44.27	
	<u>700-4050-7010-0000</u>		UTILITIES		79,931.98	
	<u>750-7300-7010-0000</u>		UTILITIES		505.18	
2316	SOUTHLAND PETROLEUM INC	09/19/2019	Regular	0.00	418.95	103368

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1113</u>	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	418.95	
	<u>100-2000-7037-0000</u>		VEHICLE MAINTENANCE		20.95	
	<u>100-2030-7037-0000</u>		VEHICLE MAINTENANCE		20.94	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		377.06	
2331	STAGECOACH TOWING	09/19/2019	Regular	0.00	65.00	103369
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>76770 09/03/19</u>	Invoice	09/18/2019	VEHICLE MAINTENANCE	0.00	65.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		65.00	
3588	STARLITE RECLAMATION ENVIRONMENTAL SEF	09/19/2019	Regular	0.00	2,231.82	103370
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>115909</u>	Invoice	09/19/2019	Removal of hazardous waste @ WWTP	0.00	1,931.87	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		1,931.87	
<u>115910</u>	Invoice	09/19/2019	Removal of hazardous waste @ WWTP	0.00	299.95	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		299.95	
2345	STATER BROS MARKETS	09/19/2019	Regular	0.00	65.21	103371
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>S979074</u>	Invoice	09/18/2019	DEPT SUPPLIES	0.00	15.23	
	<u>100-1550-7070-0000</u>		SPECIAL DEPT SUPPLIES		15.23	
<u>S979075</u>	Invoice	09/18/2019	DEPT SUPPLIES	0.00	49.98	
	<u>100-1550-7070-0000</u>		SPECIAL DEPT SUPPLIES		49.98	
2395	TERMINIX COMMERCIAL	09/19/2019	Regular	0.00	60.00	103372
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>388961651</u>	Invoice	09/18/2019	BUILDING MAINTENANCE	0.00	60.00	
	<u>100-6000-7085-6055</u>		BLDG MAINT- FIRE STATIO		60.00	
3771	TERRY DOUWNSMA	09/19/2019	Regular	0.00	40.00	103373
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 927692</u>	Invoice	09/18/2019	DEPOSIT REFUND	0.00	40.00	
	<u>100-0000-4590-0000</u>		BUILDING RENTAL		40.00	
2407	THE GAS COMPANY	09/19/2019	Regular	0.00	100.20	103374
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>09712228007 09/</u>	Invoice	09/18/2019	GAS UTILITY	0.00	16.83	
	<u>100-6000-7010-6025</u>		UTILITIES - CITY HALL		16.83	
<u>10552227000 09/</u>	Invoice	09/18/2019	GAS UTILITY	0.00	18.89	
	<u>100-6000-7010-6040</u>		UTILITIES - POLICE DEPT		18.89	
<u>10552230004 09/</u>	Invoice	09/18/2019	GAS UTILITY	0.00	26.06	
	<u>750-7300-7010-0000</u>		UTILITIES		26.06	
<u>15382227021 09/</u>	Invoice	09/18/2019	GAS UTILITY	0.00	38.42	
	<u>750-7000-7010-0000</u>		UTILITIES		38.42	
2416	THE PRESS-ENTERPRISE	09/19/2019	Regular	0.00	133.20	103375
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0011308338</u>	Invoice	09/18/2019	ADVERTISING	0.00	56.40	
	<u>100-1350-7020-0000</u>		ADVERTISING		56.40	
<u>0011308341</u>	Invoice	09/18/2019	ADVERTISING	0.00	76.80	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-1350-7020-0000</u>	ADVERTISING	ADVERTISING		76.80	
2424	THERMAL COMBUSTION INNOVATORS INC	09/19/2019	Regular	0.00	97.42	103376
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>601683</u>	Invoice	09/18/2019	DEPT SUPPLIES	0.00	97.42	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		97.42	
3265	TOWNSEND PUBLIC AFFAIRS, INC	09/19/2019	Regular	0.00	4,000.00	103377
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>15132</u>	Invoice	09/19/2019	STATE & FEDERAL LOBBYIST	0.00	4,000.00	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		4,000.00	
2457	TYLER WORKS - TECHNOLOGIES	09/19/2019	Regular	0.00	137.50	103378
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>025-270885</u>	Invoice	09/18/2019	EMPLOYEE TRAINING	0.00	137.50	
	<u>100-1225-7066-0000</u>		TRAVEL, EDUCATION, TRA		137.50	
2459	UFI URBAN FUTURES	09/19/2019	Regular	0.00	4,653.79	103379
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>0819-001</u>	Invoice	09/18/2019	PROPERTY TAX STUDY 06/06/19-08/20/19	0.00	4,653.79	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		4,653.79	
2461	UNDERGROUND SERVICE ALERT	09/19/2019	Regular	0.00	224.25	103380
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>18DSBFE4298</u>	Invoice	09/19/2019	DIG ALERT - SEWER	0.00	97.10	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		97.10	
<u>820190048</u>	Invoice	09/19/2019	DIG ALERT - SEWER	0.00	127.15	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		127.15	
2484	VERIZON	09/19/2019	Regular	0.00	2,748.44	103381
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>9836914326</u>	Invoice	09/18/2019	PHONE UTILITY	0.00	2,748.44	
	<u>100-1230-7015-0000</u>		TELEPHONE		2,205.10	
	<u>750-7000-7015-0000</u>		TELEPHONE		543.34	
2517	VOYAGER	09/19/2019	Regular	0.00	46,184.37	103382

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
869065003934	Invoice	09/18/2019	GAS CARDS	0.00	46,184.37	
	100-2000-7050-0000		FUEL		671.71	
	100-2030-7050-0000		FUEL		265.03	
	100-2050-7050-0000		FUEL		13,045.35	
	100-2100-7050-0000		FUEL		224.28	
	100-2150-7050-0000		FUEL		447.21	
	100-3250-7050-0000		FUEL		2,638.21	
	100-6050-7050-0000		FUEL		5,376.03	
	700-4050-7050-0000		FUEL		1,503.51	
	750-7100-7050-0000		FUEL		2,187.48	
	750-7300-7050-0000		FUEL		1,270.75	
	750-7400-7050-0000		FUEL		8,577.22	
	750-7600-7050-0000		FUEL		2,719.89	
	750-7700-7050-0000		FUEL		3,232.22	
	750-7800-7050-0000		FUEL		844.68	
	750-7900-7050-0000		FUEL		1,616.33	
	750-8000-7050-0000		FUEL		148.19	
	750-8100-7050-0000		FUEL		1,031.04	
	750-8200-7050-0000		FUEL		385.24	
3422	WAXIE SANITARY SUPPLY	09/19/2019	Regular	0.00	380.28	103383
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
78491970	Invoice	09/19/2019	BUILDING MAINTENANCE	0.00	380.28	
	100-6000-7085-6060		BLDG MAINT- 713 W 4TH		380.28	
2539	WEST SWPPP SERVICES	09/19/2019	Regular	0.00	14,458.00	103384
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
19015	Invoice	09/19/2019	weed abatement on 400-250-001 CFD1A	0.00	14,458.00	
	100-6050-7068-0000		CONTRACTUAL SERVICES		14,458.00	
3599	WESTERN MUNICIPAL WATER DISTRICT	09/19/2019	Regular	0.00	13,748.90	103385
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RI3320	Invoice	09/18/2019	INLAND EMPIRE BRINE LINE	0.00	13,748.90	
	700-4050-7089-0000		BRINE LINE MAINTENANC		13,748.90	
2540	WESTERN RIVERSIDE COUNTY REGIONAL CONS	09/19/2019	Regular	0.00	5,000.00	103386
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
451	Invoice	09/18/2019	FY 19/20 WRCOG MEMBER DUES	0.00	5,000.00	
	100-1200-7030-0000		DUES & SUBSCRIPTIONS		5,000.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	174	97	0.00	1,142,888.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	3	3	0.00	6,210.31
	177	100	0.00	1,149,098.77

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	174	97	0.00	1,142,888.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	3	3	0.00	6,210.31
	177	100	0.00	1,149,098.77

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2019	<u>1,149,098.77</u>
			1,149,098.77



City of Beaumont, CA

Agenda Item No. 2. Payment Reversal Register

APPKT01122 - 20190917 JW VOID CHECK 103184

Canceled Payables

Vendor Set: 01 - Vendor Set 01

Bank: APBNK - AP Bank

Vendor Number	Vendor Name				Total Vendor Amount
<u>1237</u>	DANIEL WILLIAM DOPP				-2,120.00
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	<u>103184</u>	09/05/2019	09/05/2019	09/04/2019	-2,120.00
Payable Number:	Description	Payable Date	Due Date		Payable Amount
<u>1472-R</u>	CODE ENFORCEMENT	06/19/2019	09/05/2019		360.00
<u>1473-R</u>	WEED ABATEMENT	06/19/2019	09/04/2019		1,760.00

Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
APBNK	-2,120.00	0.00	-2,120.00
Report Total:	-2,120.00	0.00	-2,120.00



MINUTES
City Council Meeting
Tuesday, September 17, 2019
Council Chambers
550 E 6th St. Beaumont, Ca
Closed Session: 5:00 PM
Regular Session: 6:00 PM

CLOSED SESSION

A Closed Session of the City Council / Beaumont Financing Authority / Beaumont Utility Authority / Beaumont Successor Agency (formerly RDA)/Beaumont Parking Authority / Beaumont Public Improvement Authority may be held in accordance with state law which may include, but is not limited to, the following types of items: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators and conference with legal counsel regarding pending litigation. Any public comment on Closed Session items will be taken prior to the Closed Session. Any required announcements or discussion of Closed Session items or actions following the Closed Session will be made in the City Council Chambers.

CALL TO ORDER at 5:03

Present: Mayor Martinez (at 5:05 p.m.), Mayor Pro Tem Santos, Council Member Carroll, Council Member Lara, and Council Member White

1. Public Comments Regarding Closed Session

No speakers.

2. Existing Litigation - Pursuant to Government Code Section 54956.9(d)(1): Urban Logic v. City of Beaumont et. al., Riverside County Superior Case No. RIC 1707201

No reportable action.

3. Public Employee Performance Evaluation Pursuant to Government Code Section 54957(b)(1) - Employee Title: City Manager.

No reportable action.

Adjourn to Closed Session

REGULAR SESSION

CALL TO ORDER

Present: Mayor Martinez, Mayor Pro Tem Santos, Council Member Carroll, Council Member Lara, and Council Member White

Report out from Closed Session: *see above*

Action on any requests for excused absence: **None**

Pledge of Allegiance

Approval/Adjustments to Agenda: **Adjustment to item 5 to be moved after item 3.**

Conflict of Interest Disclosure: **Council Member Carroll and Council Member Santos will recuse themselves for item 5.**

ANNOUNCEMENTS/RECOGNITIONS/PROCLAMATIONS/CORRESPONDENCE

Recognition of Eagle Scout Mason Audet

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

Any one person may address the City Council on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give it to the City Clerk. There is a three (3) minute time limit on public comments. There will be no sharing or passing of time to another person. State Law prohibits the City Council from discussing or taking actions brought up by your comments.

Public Comment opened at 6:12 p.m.

A. Worthen/Nancy Carroll - Gave an update to the success of the job fair.

L. Kimball - Requested shade over playgrounds, as well as an explanation of the recently adopted peddlers ordinance.

N. Hall - Spoke regarding mental health support awareness.

J. James - Thanked the Fire Marshall for his assistance with a weed abatement issue, also noted it took 7 years to resolve. Spoke regarding additional weed abatement issues.

J. Swoda - Asked Council to consider construction of a new skate park.

Public comment closed

CONSENT CALENDAR

Items on the consent calendar are taken as one action item unless an item is pulled for further discussion here or at the end of action items.

Approval of all Ordinances and Resolutions to be read by title only.

1. Ratification of Warrants
2. Approval of Minutes

Moved by Mike Lara

Seconded by Lloyd White

To approve the Consent Calendar.

Ayes: White, Lara, Carroll, Santos, and Martinez

Approved by a unanimous vote.

PUBLIC HEARINGS

Approval of all Ordinances and Resolutions to be read by title only

ACTION ITEMS

Approval of all Ordinances and Resolutions to be read by title only.

3. Adoption of Resolution in Support for and Declaration of California Clean Air Day

Moved by Lloyd White
Seconded by Mike Lara

To approve by title only "A Resolution of the City of Beaumont in Support for and Declaration of California Clean Air Day", and
Direct staff to schedule a time and place for a tree planting ceremony to commemorate Clean Air Day 2019.

Ayes: White, Lara, Carroll, Santos, and Martinez
Approved by a unanimous vote.

5. Direction to City Staff Regarding the Acceptance of Dedication of Landscape Easement Without Compensation – Tract Map 32325, Lots 187 through 190, and Lot 193

Council Member Carroll and Mayor Pro Tem Santos recused themselves for this item

Public Comment

B. Sharlick – *Spoke as a landowner in the concerned area. Spoke in support of the City taking over the easement.*

Consensus to allow staff to negotiate with property owners for Acceptance of Dedication of Landscape Easement without compensation.

4. Award of Contract to Baker Electric for a Public Electric Vehicle Charging Station in a Contract Amount Not-to-Exceed \$371,800

Moved by Mike Lara
Seconded by Nancy Carroll

To award a contract to Baker Electric for a public electric vehicle charging station in a contract amount not-to-exceed

**\$371,800, and
To authorize the Mayor to execute an agreement with Baker
Electric in accordance with the Beaumont Municipal Code
purchasing ordinance.**

Ayes: White, Lara, Carroll, Santos, and Martinez
Approved by a unanimous vote.

6. Approve the Cooperative Agreement between Riverside County Transportation Commission, City of Banning, and City of Beaumont for the Preparation of the Highland Springs Interchange Project Study Report

**Moved by Lloyd White
Seconded by Julio Martinez**

**To approve the Cooperative Agreement between Riverside
County Transportation Commission, City of Banning, and
City of Beaumont for the Preparation of the Highland Springs
Interchange Project Study Report.**

Ayes: White, Lara, Carroll, Santos, and Martinez
Approved by a unanimous vote. 5-0 on a recorded vote

7. Authorize Employment Contract with Finance Director

**Moved by Lloyd White
Seconded by Mike Lara**

**To approve the Employment Contract with Jeffrey
Mohlenkamp and authorize the City Manager to sign the
agreement.**

Ayes: White, Lara, Carroll, Santos, and Martinez
Approved by a unanimous vote.

8. Approval of Attorney Invoices for the Month of August 2019.

**Moved by Lloyd White
Seconded by Mike Lara**

To approve invoices in the amount of \$88,944.01.

Ayes: White, Lara, Carroll, Santos, and Martinez
Approved by a unanimous vote.

9. Legislative Updates and Discussion

COUNCIL REPORTS

- **Carroll** - *Attended a T-Now Meeting, announced the RTA bus rodeo, attended the Finance and Audit Committee meeting, spoke regarding the success of the Job Fair, thanked our first responders.*
- **Lara** - *Attended the WRCOG meeting, attended the administrative finance committee.*
- **Martinez** - *Thanked the Rotary club, attended the Mayors breakfast, attended the Finance and Audit Committee, attended the golf event at Tukwet, spoke at the Eagle Scout ceremony, attended the RCA meeting, announced the Beaumont win of the Beaumont vs Banning football game.*
- **Santos** - *Reported on the Economic Development Committee Meeting, attended Good Morning Beaumont, attended a dinner for the Philippine Ambassador and attended the job expo.*
- **White** - *Attended the RCTC meeting and presented a video that was shared regarding the SR60 Truck Lane Project.*

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee report out and City Council direction on an idea of a Business of the Month Program.

CITY TREASURER REPORT

No report.

CITY CLERK REPORT

Gave a report of the Public Records Requests for the month of August.

CITY ATTORNEY REPORT

No report.

CITY MANAGER REPORT

Attended a meeting the Regional Water Quality Control Board and was granted a six month extension on the Waste Water Treatment Plant Expansion project. Announced Emergency Preparedness Month with an event at Walmart.

FUTURE AGENDA ITEMS

ADJOURNMENT

Adjournment of the City Council of the September 17, 2019 Meeting at 8:15 p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, October 1, 2019, at 5:00 p.m. or thereafter as noted on the posted Agenda for Closed Session items in the City Council Board Room No. 5, followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online www.BeaumontCa.gov



Staff Report

TO: Mayor and City Council Members
 FROM: Jeff Hart, Public Works Director
 DATE: October 1, 2019
 SUBJECT: Bond Exoneration for Bond No. K08619943, K08619906 and 113447 - K. Hovnanian Homes

Background and Analysis:

The developer, K. Hovnanian Homes, has completed street, sewer, and storm drain improvements within tracts 33096 Phase B and 33096-12. The aforementioned tracts are part of the Four Seasons specific plan residential development located in the City of Beaumont, west of Highland Springs Avenue, and south of Potrero Boulevard. Attached are the bond exoneration documents submitted by the developer (see Attachments A-G). All of the bond improvements associated with the aforementioned tracts are summarized in the table below.

KHOV Bond Exoneration Summary				
Bond Number	Tract Map Number	Type of Improvement	Bond Type	Maintenance Bond Required
K08619943	33096 Phase B	Sewer	Performance	No
K08619906	33096 Phase B	Storm Drain	Performance	No
1134474	33096-12	Street, Sewer, & Storm Drain	Performance	Yes

Other than the public sewer, all improvements in the Four Seasons development are privately maintained by the homeowner's association (HOA). The City will only maintain the sewer utility within the private development.

Staff has verified the completion of the improvements and recommends that the City Council approve and authorize the Mayor to sign the attached Notice of Completion, the Certificate of Acceptance, exonerate the aforementioned bonds, and accept maintenance bond No. LICX1166623 to replace performance bond No. 1134474 for Tract 33096-12.

Fiscal Impact:

The fiscal impact of preparing the staff report is approximately \$650.

Recommendation:

1. Waive the full reading and adopt by title only, "A Resolution of the City of Beaumont Authorizing the Mayor to Accept the Offers of Dedication Related to Sewer Improvements";
2. Approve and authorize the Mayor to sign the following documents as well as authorize the City Manager to release and exonerate all of the following bonds 45 days after the recordation of the Notice of Completion:
Notice of Completion for sewer improvements
Certificate of Acceptance for sewer improvements; and
3. Accept maintenance bond No. LICX1166623 to replace performance bond No. 1134474 street, sewer and storm drain.



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Bond exoneration application no. 1134474, and associated improvement plans](#)

[Attachment B - Bond exoneration application no. K008619943, and associated improvement plans](#)

[Attachment C - Bond exoneration application no. K008619906, and associated improvement plans](#)

[Attachment D - Notice of Completion K Hov](#)

[Attachment E - Certificate of Acceptance Offer of Dedication K HOV](#)

[Attachment F - Resolution Offer of Dedication](#)

[Attachment G - Maintenance Bond No. LICX1166623, Tract 33096-12](#)

Attachment A

**Bond exoneration application No. 1134474, and associated street,
sewer and storm drain improvement plans**



City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No.	<u>21022018-0288</u>
Receipt No.	<u>867298</u>
Fee \$	<u>484.43 APP, 3,000.00</u> <i>Inst</i>
Date Paid	<u>10/31/18</u>

Inv. 4200

BOND EXONERATION APPLICATION

Bond Type: Performance Maintenance Final Monument Inspection Other: _____

- Contact's Name Kevin Manning Phone (949) 922-0930
- Contact's Address 400 Exchange Suite 200 Irvine, CA 92602
City/State/Zip
- Contact's E-mail Kmanning@khov.com
- Developer Name K. Horvathian Homes Phone (714) 368-4500
(If corporation or partnership application must include names of principal officers or partners)
- Developer Address 400 Exchange Suite 200 Irvine, CA 92602
City/St/Zip
- Description of Bonds (including Bond Number, Tract Map/Application number, File number, and description of improvements covered, must use separate application for each Map/Tract):
Tract 33096-12, Bond 1134474
Drainage & Sewer Improvements

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Kevin M. Manning / Kevin Manning 10/23/18
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Kevin M. Manning / Kevin Manning 10/23/18
Print Name and Sign – Contact/Applicant Date

16-3530
Rev. 02/25/2015

Basic Gov (Sales Force) # 16-3544 # 16-3529
File #

3025, 3022, 3028

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. 33096-12)**

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and K. Hovnanian's Four Seasons, a _____ company ("DEVELOPER"). at Beaumont, LLC

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 33096-12 ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as Exhibit "A", in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as Exhibit "B" and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By _____
Mayor

Date

DEVELOPER

By [Signature]

7/6/16
Date

Title: Division President

Address: 400 Exchange
Suite 200
Irvine CA 92602

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On July 6, 2016 before me, Dorothy L. Taylor, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Douglas Woodward
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Dorothy L. Taylor
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Agreement to Provide Security for Improvements

Title or Type of Document: for Tract map or Parcel Map or Plat Plan Document Date: _____

Number of Pages: 7 Signer(s) Other Than Named Above: Mayor - City of Beaumont
(Name not provided on the document)

- Capacity(ies) Claimed by Signer(s)
 Signer's Name: Douglas Woodward
 Corporate Officer — Title(s): Div. President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

- Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: K Hovnanian's Four Seasons of Beaumont, LLC

Signer Is Representing: _____

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: 33096-12 Street, Drainage, and Sewer Plan (In Tract)
DATE: 1-Mar-2016

PP, CUP NO.: _____ BY: Cameron Weiss, Michael Baker Intl

IMPROVEMENTS FAITHFUL PERFORMANCE 100%
LABOR & MATERIALS SECURITY 100%

	Construction Costs)
Streets/Drainage	\$ 2,000,935.60
Sewer	\$ 452,387.00
Total	\$ 2,453,322.60
Warranty Retention (22.5%)	\$ 551,997.59
Street/Drainage Plan Check Fees =	\$ 40,018.71
Sewer Plan Check Fees =	\$ 11,309.68
Street Inspection Fees =	\$ 60,028.07
Sewer Inspection Fees =	\$ 18,095.48

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do include additional 20% for recordation prior to having signed plans

Above amounts do not include additional 20% for recordation prior to having signed plans

Engineer's Signature

Date

MAURICIO M. LAJUELLI
Name typed or printed

6/24/16



Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 09/06

*****PLEASE READ INSTRUCTIONS BELOW*****

- Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet".
- Show Bond Amounts to the nearest \$500.
- For construction items not covered by "City of Beaumont Improvement Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont Unit Costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 33096-12 Street, Drainage, and Sewer Plan (In Tract)

DATE: 1-Mar-16

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
5,876	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(x 317278)	\$ 15.00	\$ 88,140
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	\$ 0.40	\$ -
	C.Y. (f - c)	(b.) Excavate and Export	\$ 1.10	\$ -
		(c.) Import and Fill	\$ 2.80	\$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
				\$ -
	S.F.	Remove A.C. Pavement	\$ 1.00	\$ -
	L.F.	Remove Curb and Gutter	\$ 4.00	\$ -
	L.F.	Remove A.C. Dike	\$ 3.00	\$ -
	S.F.	Remove Sidewalk x 5' Wide	\$ 3.00	\$ -
72	L.F.	Sawcut & Remove Exist. A.C. Pavement	\$ 2.00	\$ 144

SUBTOTAL= \$ 88,284

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 33096-12 Street, Drainage, and Sewer Plan (In Tract)

DATE: 1-Mar-16

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	\$ 2.50	\$ -
	EA.	Remove Barricade	\$ 200.00	\$ -
4,020	TON	Asphalt Concrete - 144 lbs/cu. Ft. (On-Site SF @ 0.25')	\$ 90.00	\$ 361,800
4,137	C.Y.	Aggregate Base Class II (OnSite SF @ 0.50')	\$ 50.00	\$ 206,850
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (OnSite SF)	\$ 600.00	\$ -
		apply at 0.05 + 0.03 = 0.08 gal/SY		\$ -
	S.F.	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	\$ 0.90	\$ -
	S.F.	Remove A.C. Pavement	\$ 0.50	\$ -
13,441	L.F.	Curb and Gutter (Wedge Curb)	\$ 8.00	\$ 107,528
	L.F.	Curb and Gutter [(2)13' Transitions]	\$ 10.00	\$ -
	EA.	5' long sticks - 4" x 14" Cast Iron Pipe (under sidewalk)	\$ 120.00	\$ -
	L.F.	Type "C" Curb	\$ 10.00	\$ -
	L.F.	Type "D" Curb	\$ 15.00	\$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	\$ 8.00	\$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	\$ 10.00	\$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ -
62,947	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 377,682
	SF	P.C.C. Drive Approach	\$ 8.00	\$ -
20	EA.	Handicapped Access Ramp	\$ 1,500.00	\$ 30,000
	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	\$ 8.00	\$ -
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$ 4.00	\$ -
17	EA.	Local Deperssion	\$ 750.00	\$ 12,750

SUBTOTAL = \$ 1,096,610.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 33096-12 Street, Drainage, and Sewer Plan (In Tract)

DATE: 1-Mar-16

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Street Name Sign	\$ 250.00	\$ -
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	\$ 40.00	\$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	\$ 40.00	\$ -
	L.F.	Barricades	\$ 28.00	\$ -
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	\$ 10.00	\$ -
	L.F.	Chain Link Fence (6')	\$ 12.00	\$ -
	L.F.	Remove Fence	\$ 4.00	\$ -
	EA.	Remove Power Pole	\$ 1,200.00	\$ -
44	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 220,000
	EA.	Street Trees (15 gallon)	\$ 150.00	\$ -
	L.S.	Landscape and Irrigation	\$ -	\$ -
	EA.	Concrete Bulkhead	\$ 200.00	\$ -
	C.Y.	Structural Reinforced Concrete	\$ 400.00	\$ -
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ -
	L.F.	Cut Off Wall (Std. 2')	\$ 5.50	\$ -
	EA.	A.C. Overside Drain	\$ 500.00	\$ -
	EA.	Under Sidewalk Drain	\$ 1,800.00	\$ -
	S.F.	Terrace Drains and Down Drains	\$ 6.50	\$ -
	S.F.	Interceptor Drains	\$ 6.50	\$ -

SUBTOTAL = \$ 220,000.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 33096-12 Street, Drainage, and Sewer Plan (In Tract)

DATE: 1-Mar-16

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ -
	C.Y.	Rip Rap (1 Ton) Method B	\$ 50.00	\$ -
	C.Y.	Rip Rap (2 Ton) Method B	\$ 55.00	\$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 60.00	\$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 67.00	\$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	\$ 75.00	\$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 80.00	\$ -
2,005	L.F.	18" R.C.P.	\$ 60.00	\$ 120,300
895	L.F.	24" R.C.P.	\$ 70.00	\$ 62,650
275	L.F.	30" R.C.P.	\$ 80.00	\$ 22,000
	L.F.	36" R.C.P.	\$ 90.00	\$ -
	L.F.	42" R.C.P.	\$ 100.00	\$ -
	L.F.	48 " RCP	\$ 110.00	\$ -
	L.F.	54" RCP	\$ 135.00	\$ -
	L.F.	60" RCP	\$ 160.00	\$ -
	L.F.	72" RCP	\$ 200.00	\$ -
	L.F.	Pipe Slope Anchors	\$ 10.00	\$ -
	EA.	Pipe Support SPPWC 224-2	\$ 250.00	\$ -
	EA.	H.D.P.E. Clean Out	\$ 400.00	\$ -
	EA.	Drain Basin	\$ 400.00	\$ -
	EA.	Curb Outlet	\$ 3,000.00	\$ -
	EA.	Catch Basin Filters	\$ 1,000.00	\$ -
	EA.	18" C.M.P. Wye	\$ 500.00	\$ -
	EA.	Riprap Headwall	\$ 1,000.00	\$ -
	EA.	Concrete Collar	\$ 250.00	\$ -
	EA.	Outlet Structure	\$ 10,000.00	\$ -
	EA.	Remove Existing Headwall	\$ 1,000.00	\$ -

SUBTOTAL = \$ 204,950.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 33096-12 Street, Drainage, and Sewer Plan (In Tract)

DATE: 1-Mar-16

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	\$ 115.00	\$ -
	EA.	Catch Basin W = 4'	\$ 1,700.00	\$ -
2	EA.	Catch Basin W = 7'	\$ 3,000.00	\$ 6,000
3	EA.	Catch Basin W = 10'	\$ 4,000.00	\$ 12,000
11	EA.	Catch Basin W = 14'	\$ 5,500.00	\$ 60,500
1	EA.	Catch Basin W = 21'	\$ 9,000.00	\$ 9,000
	EA.	Type IX Inlet	\$ 2,500.00	\$ -
	EA.	Type X Inlet	\$ 2,500.00	\$ -
	EA.	Junction Structure No. 1	\$ 3,000.00	\$ -
3	EA.	Junction Structure No. 2	\$ 2,500.00	\$ 7,500
	EA.	Junction Structure No. 6	\$ 3,700.00	\$ -
	EA.	Transition Structure SPPWC 340-2	\$ 2,000.00	\$ -
	EA.	Transition Structure No. 3	\$ 2,700.00	\$ -
13	EA.	Manhole No. 1	\$ 2,700.00	\$ 35,100
	EA.	Manhole No. 2	\$ 3,300.00	\$ -
	EA.	Manhole No. 3	\$ 2,700.00	\$ -
	EA.	Manhole No. 4	\$ 5,000.00	\$ -
	EA.	Adjust Water Valve (if no water plan)	\$ 150.00	\$ -
	EA.	Adjust MH to grade (if no sewer plan)	\$ 400.00	\$ -
	EA.	Headwall	\$ 5,000.00	\$ -
	EA.	PCC Blanket Protection	\$ 200.00	\$ -
	L.S.	and 36" Riser	\$ 500.00	\$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	\$ 10,000.00	\$ -
	L.F.	and Concrete Bulkhead	\$ 25.00	\$ -
	EA.	Outlet Structure (Line A & B)	\$ 5,000.00	\$ -
	EA.	Remove Existing Headwall	\$ 1,000.00	\$ -
	EA.	24" x 24" Grated Box Inlet	\$ 1,250.00	\$ -
	EA.	36" x 36" Grated Box Inlet	\$ 1,500.00	\$ -
			SUBTOTAL =	\$ 130,100

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 33096-12 Street, Drainage, and Sewer Plan (In Tract)

DATE: 1-Mar-16

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	\$ 2,500.00	\$ -
	LS	Concrete Inlet Apron	\$ 11,000.00	\$ -
	LS	Emergency Spillway	\$ 27,000.00	\$ -
	LS	84" Storm Drain Grate	\$ 8,500.00	\$ -
	SF	3' Wide V-Gutter (945 LF)	\$ 4.00	\$ -
	LS	Remove 36" HDPE	\$ 1,000.00	\$ -
	LS	Remove 48" SD & Energy Dissipator	\$ 10,000.00	\$ -
	EA.	CSP Drop Inlet	500	\$ -

Subtotal: \$ -

A. Subtotal \$ 1,739,944

B. Contingency (15%) \$ 260,992

C. Streets/Drainage Total (A + B) \$ 2,000,936

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 33096-12 Street, Drainage, and Sewer Plan (In Tract)

DATE: 1-Mar-16

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
7,502	L.F.	4" P.V.C.	\$ 15.00	\$ 112,530
	L.F.	4" P.V.C. Force Main & Fittings	\$ 26.00	\$ -
6,270	L.F.	8" P.V.C.	\$ 30.00	\$ 188,100
	L.F.	10" V.C.P.	\$ 35.00	\$ -
	L.F.	12" V.C.P.	\$ 40.00	\$ -
	L.F.	15" V.C.P.	\$ 50.00	\$ -
29	EA.	Standard or Terminus Manholes	\$ 2,500.00	\$ 72,500
	EA.	Drop Manholes	\$ 4,000.00	\$ -
	EA.	Cleanouts	\$ 500.00	\$ -
	EA.	Sewer Y's	\$ 25.00	\$ -
	EA.	Chimneys	\$ 400.00	\$ -
	EA.	Adjust M.H. to grade	\$ 500.00	\$ -
	L.F.	Concrete Encasement	\$ 35.00	\$ -
	EA.	4" P.V.C. Misc. Fittings	\$ 120.00	\$ -
	L.F.	Sewer Pipe Sleeving	\$ 36.00	\$ -
1	EA.	Remove End Plug and Join Existing	\$ 2,000.00	\$ 2,000
73	EA.	Backflow prevention device	\$ 250.00	\$ 18,250

A.	Subtotal	\$ 393,380
B.	Contingency (15% x A)	\$ 59,007
C.	Sewer Total (A + B)	\$ 452,387

Basic Gov (Sales Force) #
File #

Bond No. 1134474
Premium: \$34,347.00/2 years

EXHIBIT "A"
PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and K. Hovnanian's Four Seasons at Beaumont, LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 33096-12, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Lexon Insurance Company as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Two Million Four Hundred Fifty Three Thousand Three Hundred Twenty Two and 60/100 dollars (\$2,453,322.60) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the 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 said agreement and any alteration thereof made as therein provided, on his or their 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 indemnify and save harmless the City, its 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 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 attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety 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.

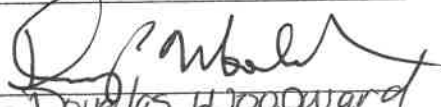
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on June 30th, 2016.


PRINCIPAL:

SURETY:

K. Hovnanian's Four Seasons at Beaumont, LLC

Lexon Insurance Company

By 
Title Division President

By 
Title Christine Marotta, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

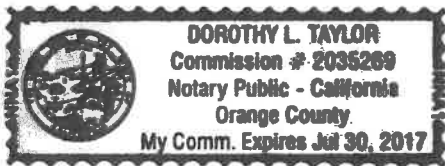
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On July 8, 2016 before me, Dorothy L. Taylor, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Douglas Woodward
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Dorothy L. Taylor
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Lexon Insurance Company Bond # 1134474
Title or Type of Document: Performance Bond Document Date: --- #2,453,322.60
Number of Pages: 10 Signer(s) Other Than Named Above: Christine Marotta

Capacity(ies) Claimed by Signer(s)

Signer's Name: Douglas Woodward
 Corporate Officer — Title(s): Division President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: K. Hovnanian's Four Seasons at Beaumont, LLC

Signer Is Representing: _____

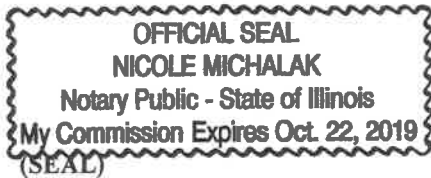
ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS

COUNTY OF WILL

On JUL 06 2016, before me, a Notary Public in and for the above county, personally appeared Christine Marotta to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of Lexon Insurance Company, a corporation organized and existing under the laws of the State of Texas that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.



Nicole Michalak
Notary Public

WILL County, ILLINOIS

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Christine Marotta, Debra Kohlman, Thomas P. Pluss its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$3,000,000.00, Three Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY



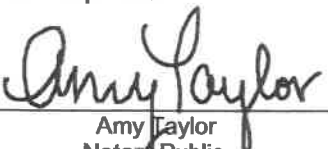
BY 
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY 
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

JUL 06 2016

Signed and Seal at Mount Juliet, Tennessee this _____ Day of _____, 20_____.



BY 
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance 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."

Bond No. 1134474

Premium: Included w/ Perf. Bond

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and K. Hovnanian's Four Seasons at Beaumont, LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 33096-12, which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Two Million Four Hundred Fifty Three Thousand Three Hundred Twenty Two and 60/100 dollars (\$2,453,322.60), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the 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 attorney's fees, incurred by the City in successfully enforcing this 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 inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

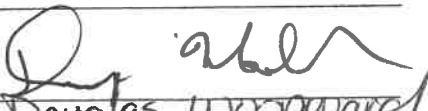
Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

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, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on June 30th, 2016.


PRINCIPAL:

K. Hovnanian's Four Seasons at Beaumont, LLC

By 
Title Division President

SURETY:

Lexon Insurance Company

By 
Title Christine Marotta, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

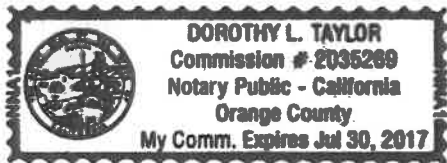
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On July 8, 2016 before me, Dorothy L. Taylor, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Douglas Woodward
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Dorothy L. Taylor
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Leron Insurance Company Payment Bond #1134474
Document Date: 8/24/53, 322.60
Number of Pages: 10 Signer(s) Other Than Named Above: Christine Marotta

Capacity(ies) Claimed by Signer(s)

Signer's Name: Douglas Woodward Signer's Name:
[] Corporate Officer - Title(s): Division President [] Corporate Officer - Title(s):
[] Partner - [] Limited [] General [] Partner - [] Limited [] General
[] Individual [] Attorney in Fact [] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator [] Trustee [] Guardian or Conservator
[] Other: [] Other:

Signer Is Representing: K. Hovnanian's
Four Seasons at Beaumont, LLC

Signer Is Representing:

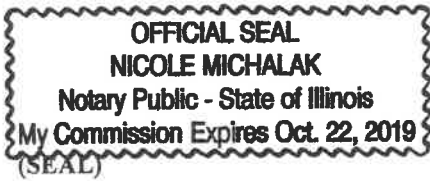
ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS

COUNTY OF WILL

On JUL 06 2016, before me, a Notary Public in and for the above county, personally appeared Christine Marotta to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of Lexon Insurance Company, a corporation organized and existing under the laws of the State of Texas that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.



Nicole Michalak
Notary Public

WILL County, ILLINOIS

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Christine Marotta, Debra Kohlman, Thomas P. Pluss its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$3,000,000.00, Three Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.



LEXON INSURANCE COMPANY

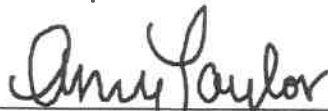
BY 
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
Mv Commission Expires 07-08-19

BY 
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

JUL 06 2016

Signed and Seal at Mount Juliet, Tennessee this _____ Day of _____, 20_____.



BY 
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance 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."

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: 33096-12 Street, Drainage, and Sewer Plan (In Tract)
DATE: 1-Mar-2016

PP, CUP NO.: _____ BY: Cameron Weiss, Michael Baker Intl

IMPROVEMENTS FAITHFUL PERFORMANCE 100%
LABOR & MATERIALS SECURITY 100%

	Construction Costs)
Streets/Drainage	\$ 2,000,935.60
Sewer	\$ 452,387.00
Total	\$ 2,453,322.60
Warranty Retention (22.5%)	\$ 551,997.59
Street/Drainage Plan Check Fees =	\$ 40,018.71
Sewer Plan Check Fees =	\$ 11,309.68
Street Inspection Fees =	\$ 60,028.07
Sewer Inspection Fees =	\$ 18,095.48

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do include additional 20% for recordation prior to having signed plans

Above amounts do not include additional 20% for recordation prior to having signed plans

Engineer's Signature

6/24/16
Date

MAURICIO M LAJUELLI
Name typed or printed



Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 09/06

*****PLEASE READ INSTRUCTIONS BELOW*****

- Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet".
- Show Bond Amounts to the nearest \$500.
- For construction items not covered by "City of Beaumont Improvement Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont Unit Costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

6/24/2016

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 33096-12 Street, Drainage, and Sewer Plan (In Tract)

DATE: 1-Mar-16

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
5,876	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(x 317278)	\$ 15.00	\$ 88,140
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	\$ 0.40	\$ -
	C.Y. (f - c)	(b.) Excavate and Export	\$ 1.10	\$ -
		(c.) Import and Fill	\$ 2.80	\$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
				\$ -
	S.F.	Remove A.C. Pavement	\$ 1.00	\$ -
	L.F.	Remove Curb and Gutter	\$ 4.00	\$ -
	L.F.	Remove A.C. Dike	\$ 3.00	\$ -
	S.F.	Remove Sidewalk x 5' Wide	\$ 3.00	\$ -
72	L.F.	Sawcut & Remove Exist. A.C. Pavement	\$ 2.00	\$ 144

SUBTOTAL= \$ 88,284

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 33096-12 Street, Drainage, and Sewer Plan (In Tract)

DATE: 1-Mar-16

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	\$ 2.50	\$ -
	EA.	Remove Barricade	\$ 200.00	\$ -
4,020	TON	Asphalt Concrete - 144 lbs/cu. Ft. (On-Site SF @ 0.25')	\$ 90.00	\$ 361,800
4,137	C.Y.	Aggregate Base Class II (OnSite SF @ 0.50')	\$ 50.00	\$ 206,850
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (OnSite SF)	\$ 600.00	\$ -
		apply at 0.05 + 0.03 = 0.08 gal/SY		\$ -
	S.F.	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	\$ 0.90	\$ -
	S.F.	Remove A.C. Pavement	\$ 0.50	\$ -
13,441	L.F.	Curb and Gutter (Wedge Curb)	\$ 8.00	\$ 107,528
	L.F.	Curb and Gutter [(2)13' Transitions]	\$ 10.00	\$ -
	EA.	5' long sticks - 4" x 14" Cast Iron Pipe (under sidewalk)	\$ 120.00	\$ -
	L.F.	Type "C" Curb	\$ 10.00	\$ -
	L.F.	Type "D" Curb	\$ 15.00	\$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	\$ 8.00	\$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	\$ 10.00	\$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ -
62,947	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 377,682
	SF	P.C.C. Drive Approach	\$ 8.00	\$ -
20	EA.	Handicapped Access Ramp	\$ 1,500.00	\$ 30,000
	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	\$ 8.00	\$ -
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$ 4.00	\$ -
17	EA.	Local Deperssion	\$ 750.00	\$ 12,750

SUBTOTAL = \$ 1,096,610.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 33096-12 Street, Drainage, and Sewer Plan (In Tract)

DATE: 1-Mar-16

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Street Name Sign	\$ 250.00	\$ -
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	\$ 40.00	\$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	\$ 40.00	\$ -
	L.F.	Barricades	\$ 28.00	\$ -
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	\$ 10.00	\$ -
	L.F.	Chain Link Fence (6')	\$ 12.00	\$ -
	L.F.	Remove Fence	\$ 4.00	\$ -
	EA.	Remove Power Pole	\$ 1,200.00	\$ -
44	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 220,000
	EA.	Street Trees (15 gallon)	\$ 150.00	\$ -
	L.S.	Landscape and Irrigation	\$ -	\$ -
	EA.	Concrete Bulkhead	\$ 200.00	\$ -
	C.Y.	Structural Reinforced Concrete	\$ 400.00	\$ -
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ -
	L.F.	Cut Off Wall (Std. 2')	\$ 5.50	\$ -
	EA.	A.C. Overside Drain	\$ 500.00	\$ -
	EA.	Under Sidewalk Drain	\$ 1,800.00	\$ -
	S.F.	Terrace Drains and Down Drains	\$ 6.50	\$ -
	S.F.	Interceptor Drains	\$ 6.50	\$ -

SUBTOTAL = \$ 220,000.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 33096-12 Street, Drainage, and Sewer Plan (In Tract)

DATE: 1-Mar-16

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ -
	C.Y.	Rip Rap (1 Ton) Method B	\$ 50.00	\$ -
	C.Y.	Rip Rap (2 Ton) Method B	\$ 55.00	\$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 60.00	\$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 67.00	\$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	\$ 75.00	\$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 80.00	\$ -
2,005	L.F.	18" R.C.P.	\$ 60.00	\$ 120,300
895	L.F.	24" R.C.P.	\$ 70.00	\$ 62,650
275	L.F.	30" R.C.P.	\$ 80.00	\$ 22,000
	L.F.	36" R.C.P.	\$ 90.00	\$ -
	L.F.	42" R.C.P.	\$ 100.00	\$ -
	L.F.	48 " RCP	\$ 110.00	\$ -
	L.F.	54" RCP	\$ 135.00	\$ -
	L.F.	60" RCP	\$ 160.00	\$ -
	L.F.	72" RCP	\$ 200.00	\$ -
	L.F.	Pipe Slope Anchors	\$ 10.00	\$ -
	EA.	Pipe Support SPPWC 224-2	\$ 250.00	\$ -
	EA.	H.D.P.E. Clean Out	\$ 400.00	\$ -
	EA.	Drain Basin	\$ 400.00	\$ -
	EA.	Curb Outlet	\$ 3,000.00	\$ -
	EA.	Catch Basin Filters	\$ 1,000.00	\$ -
	EA.	18" C.M.P. Wye	\$ 500.00	\$ -
	EA.	Riprap Headwall	\$ 1,000.00	\$ -
	EA.	Concrete Collar	\$ 250.00	\$ -
	EA.	Outlet Structure	\$ 10,000.00	\$ -
	EA.	Remove Existing Headwall	\$ 1,000.00	\$ -

SUBTOTAL = \$ 204,950.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 33096-12 Street, Drainage, and Sewer Plan (In Tract)

DATE: 1-Mar-16

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	\$ 115.00	\$ -
	EA.	Catch Basin W = 4'	\$ 1,700.00	\$ -
2	EA.	Catch Basin W = 7'	\$ 3,000.00	\$ 6,000
3	EA.	Catch Basin W = 10'	\$ 4,000.00	\$ 12,000
11	EA.	Catch Basin W = 14'	\$ 5,500.00	\$ 60,500
1	EA.	Catch Basin W = 21'	\$ 9,000.00	\$ 9,000
	EA.	Type IX Inlet	\$ 2,500.00	\$ -
	EA.	Type X Inlet	\$ 2,500.00	\$ -
	EA.	Junction Structure No. 1	\$ 3,000.00	\$ -
3	EA.	Junction Structure No. 2	\$ 2,500.00	\$ 7,500
	EA.	Junction Structure No. 6	\$ 3,700.00	\$ -
	EA.	Transition Structure SPPWC 340-2	\$ 2,000.00	\$ -
	EA.	Transition Structure No. 3	\$ 2,700.00	\$ -
13	EA.	Manhole No. 1	\$ 2,700.00	\$ 35,100
	EA.	Manhole No. 2	\$ 3,300.00	\$ -
	EA.	Manhole No. 3	\$ 2,700.00	\$ -
	EA.	Manhole No. 4	\$ 5,000.00	\$ -
	EA.	Adjust Water Valve (if no water plan)	\$ 150.00	\$ -
	EA.	Adjust MH to grade (if no sewer plan)	\$ 400.00	\$ -
	EA.	Headwall	\$ 5,000.00	\$ -
	EA.	PCC Blanket Protection	\$ 200.00	\$ -
	L.S.	and 36" Riser	\$ 500.00	\$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	\$ 10,000.00	\$ -
	L.F.	and Concrete Bulkhead	\$ 25.00	\$ -
	EA.	Outlet Structure (Line A & B)	\$ 5,000.00	\$ -
	EA.	Remove Existing Headwall	\$ 1,000.00	\$ -
	EA.	24" x 24" Grated Box Inlet	\$ 1,250.00	\$ -
	EA.	36" x 36" Grated Box Inlet	\$ 1,500.00	\$ -
			SUBTOTAL =	\$ 130,100

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 33096-12 Street, Drainage, and Sewer Plan (In Tract)

DATE: 1-Mar-16

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	\$ 2,500.00	\$ -
	LS	Concrete Inlet Apron	\$ 11,000.00	\$ -
	LS	Emergency Spillway	\$ 27,000.00	\$ -
	LS	84" Storm Drain Grate	\$ 8,500.00	\$ -
	SF	3' Wide V-Gutter (945 LF)	\$ 4.00	\$ -
	LS	Remove 36" HDPE	\$ 1,000.00	\$ -
	LS	Remove 48" SD & Energy Dissipator	\$ 10,000.00	\$ -
	EA.	CSP Drop Inlet	500	\$ -

Subtotal: \$ -

A. Subtotal \$ 1,739,944

B. Contingency (15%) \$ 260,992

C. Streets/Drainage Total (A + B) \$ 2,000,936

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: 33096-12 Street, Drainage, and Sewer Plan (In Tract)

DATE: 1-Mar-16

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
7,502	L.F.	4" P.V.C.	\$ 15.00	\$ 112,530
	L.F.	4" P.V.C. Force Main & Fittings	\$ 26.00	\$ -
6,270	L.F.	8" P.V.C.	\$ 30.00	\$ 188,100
	L.F.	10" V.C.P.	\$ 35.00	\$ -
	L.F.	12" V.C.P.	\$ 40.00	\$ -
	L.F.	15" V.C.P.	\$ 50.00	\$ -
29	EA.	Standard or Terminus Manholes	\$ 2,500.00	\$ 72,500
	EA.	Drop Manholes	\$ 4,000.00	\$ -
	EA.	Cleanouts	\$ 500.00	\$ -
	EA.	Sewer Y's	\$ 25.00	\$ -
	EA.	Chimneys	\$ 400.00	\$ -
	EA.	Adjust M.H. to grade	\$ 500.00	\$ -
	L.F.	Concrete Encasement	\$ 35.00	\$ -
	EA.	4" P.V.C. Misc. Fittings	\$ 120.00	\$ -
	L.F.	Sewer Pipe Sleeving	\$ 36.00	\$ -
1	EA.	Remove End Plug and Join Existing	\$ 2,000.00	\$ 2,000
73	EA.	Backflow prevention device	\$ 250.00	\$ 18,250

A.	Subtotal	\$	<u>393,380</u>
B.	Contingency (15% x A)	\$	<u>59,007</u>
C.	Sewer Total (A + B)	\$	<u>452,387</u>

Attachment B

**Bond exoneration application for bond No. K08619943, and
associated sewer improvement plans**



City of Beaumont

550 E. 6th Street
 Beaumont, CA 92223
 (951) 769-8520
 www.ci.beaumont.ca.us

Case No.	PL02018-0304
Receipt No.	838686
Fee \$	3,177.00 Insp: 484.42 PC
Date Paid	6/15/18
Inv.	3083

BOND EXONERATION APPLICATION

Bond Type: Performance Maintenance Final Monument Inspection Other: _____

- Contact's Name Kevin Manning Phone 949 922-0930
- Contact's Address 400 Exchange Suite 200 Irvine, CA 92602
City/State/Zip
- Contact's E-mail Kmanning@Khov.com
- Developer Name K. Hovnanian Homes Phone 714 368-4500
(If corporation or partnership application must include names of principal officers or partners)
- Developer Address 400 Exchange Suite 200 Irvine, CA 92602
City/State/Zip
- Description of Bonds (including Bond Number, Tract Map/Application number, File number, and description of improvements covered, must use separate application for each Map/Tract):

Tract 33096-F
Sewer Improvements
K08619943

- CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Kevin M. Manning / Kevin M. Manning 6/6/18
 Print Name and Sign - Contact/Applicant Date

- Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Kevin M. Manning / Kevin M. Manning 6/6/18
 Print Name and Sign - Contact/Applicant Date

**CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET**

PARCEL MAP OR TRACT NO.: Tr 33096 Sewer
 DATE: 3-Apr-13
 PP, CUP NO.: _____ BY: Tom Carnody

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%
	(of Estimated Construction Costs)	
Streets/Drainage	\$	-
Sewer	\$	147,550.75
Total	\$	147,550.75
Warranty Retention (22.5%)	\$	33,198.92
Street/Drainage Plan Check Fees =	\$	500.00
Sewer Plan Check Fees =	\$	4,426.52
Street Inspection Fees =	\$	750.00
Sewer Inspection Fees =	\$	7,377.54

City of Beaumont
APPROVED

By: [Signature]
 Date: 5/7/13
 Public Works Department

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do include additional 20% for recordation prior to having signed plans
 Above amounts do not include additional 20% for recordation prior to having signed plans

[Signature] 5-6-13
 Engineer's Signature Date
THOMAS C CARMODY
 Name typed or printed



Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 09/06

*****PLEASE READ INSTRUCTIONS BELOW*****

- Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet".
- Show Bond Amounts to the nearest \$500.
- For construction items not covered by "City of Beaumont Improvement Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont Unit Costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

Bond No. K08619943
Premium: \$3,689.00/year

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and
K. Hovnanian's Four Seasons at Beaumont, LLC (hereinafter designated as "Principal") have entered into an
agreement whereby Principal agrees to install and complete certain designated public improvements,
which agreement, dated April 25 , 2013 , and identified as project TM/PM/PP/CUP 33096 , is
hereby referred to and made a part hereof; and Four Seasons at Beaumont - Sewer Improvements

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the
faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Westchester Fire Insurance Company
as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal
sum of One Hundred Forty Seven Thousand Five Hundred Fifty&75/100 dollars (\$ 147,550.75) lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
successors, executors and administrators, jointly and severally, firmly by these presents.

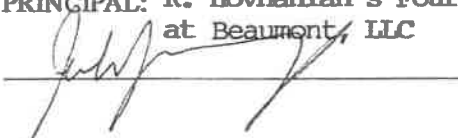
The condition of this obligation is such that if the Principal, his or its heirs, executors,
administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and
perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as
therein provided, on his or their 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 indemnify and save
harmless the City, its 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 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 attorney's fees,
incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any
judgment therein rendered.

The Surety 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety
above named, on April 25 , 2013 .

PRINCIPAL: K. Hovnanian's Four Seasons
at Beaumont, LLC



By John Jessup

Title Division President

SURETY: Westchester Fire Insurance Company



By Debra Kohlman

Title Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY

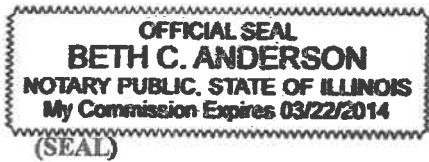
STATE OF ILLINOIS

COUNTY OF COOK

APR 25 2013

On _____, before me, a Notary Public in and for the above county, personally appeared Debra Kohlman to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of Westchester Fire Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.



Beth C. Anderson
Notary Public

COOK County, ILLINOIS

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, in wit:

RESOLVED, that the following authority is hereby conferred on the undersigned, for and on behalf of the Company, to execute any and all bonds, undertakings, recognizances, contracts and other writings on behalf of the Company and to do all things necessary to carry out the same:

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitments for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such seal is authorized by the principal power conferred on such person with appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint, terminate and remove the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such power appointment, which specifications may be general or may relate to particular Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint, terminate and remove the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written appointment, which specifications may be by general or may relate to particular Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitments in accordance with the Resolution and the seal of the Company may be affixed by facsimile or other means.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Christine Marotta, Debra Robinson, all of the City of CHICAGO, Illinois, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty-five million dollars & no cents (\$25,000,000.00) and the execution of such writings, in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company or its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 11 day of February 2011.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 11 day of February, A.D. 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia this day and year first above written.



Stephen M. Haney
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Company this 11 day of February 2011.



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER February 11, 2013.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 4/29/13 before me, Deborah M. Wilder Notary Public
Here Insert Name and Title of the Officer

personally appeared John Joseph
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Deborah M. Wilder
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and K. Hovnanian's Four Seasons at Beaumont, LLC (hereafter designated as "the Principal") have entered into an agreement whereby the Principal agrees to install and complete certain designed public improvements, which agreement, dated April 25, 2013, and identified as project TM/PM/PP/CUP 33096, is hereby referred to and made a part hereof; and Four Seasons at Beaumont - Sewer Improvements

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of ~~One Hundred Forty Seven Thousand Five Hundred Fifty~~ dollars (\$ ~~147,550.75~~); for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the 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 attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

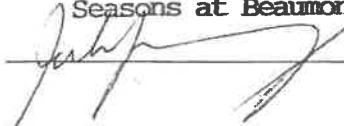
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their 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, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 25, 2013.

PRINCIPAL: K. Hovnanian's Four Seasons at Beaumont, LLC



By John Jessup

Title Division President

SURETY: Westchester Fire Insurance Company



By Debra Kohlman

Title Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS

COUNTY OF COOK

On APR 25 2013, before me, a Notary Public in and for the above county, personally appeared Debra Kohlman to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of Westchester Fire Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.



(SEAL)

Nicole Kubena
Notary Public

COOK County, ILLINOIS

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution adopted by the Board of Directors of the said Company on December 11, 2006, in wit:

RESOLVED, that the following authorization relate to the execution, for and on behalf of the Company of Written Commitments, promissory notes and other written commitments of the Company issued into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, in the event that such action is authorized by the grant of power provided for in such person's written Appointment as such attorney-in-fact.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, in the event that such action is authorized by the grant of power provided for in such person's written Appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company, with full power and authority, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or promissory note pursuant to this Resolution and the seal of the Company shall be deemed to constitute such Written Commitment or promissory note as aforesaid.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive restriction of the powers and authority of officers, directors and other persons acting on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Christine Marotta, Debra K. Johnson, all of the City of CHICAGO, Illinois, each individually if there be more than one, named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and in its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 11 day of February 2011.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 11 day of February, A.D. 2011, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia, the said Stephen M. Haney, Vice President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, did he acknowledge that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL
KAREN E. GRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 28, 2014

Karen E. Grandt
Karen E. Grandt, Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary and affixed the corporate seal of the Corporation.

APR 25 2013



William E. Kelly
William E. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN EXPIRATION DATE AFTER February 11, 2013.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 4/29/13 before me, Deborah M. Wilder Notary Public

personally appeared John Jensen

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

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

WITNESS my hand and official seal.

Signature Deborah M. Wilder



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Attachment C

**Bond exoneration application for bond No. K008619906, and
associated storm drain improvement plans**



City of Beaumont

550 E. 6th Street
 Beaumont, CA 92223
 (951) 769-8520
 www.ci.beaumont.ca.us

Case No.	PU2018-0203
Receipt No.	8386181
Fee \$	3,000.00 Int. 48488 PL
Date Paid	6/15/18

Inv. 3052

BOND EXONERATION APPLICATION

Bond Type: Performance Maintenance Final Monument Inspection Other: _____

- Contact's Name Kevin Manning Phone 949 922-0930
- Contact's Address 400 Exchange Suite 200 Irvine, CA 92602
City/State/Zip
- Contact's E-mail Kmanning@Khov.com
- Developer Name K. Hovnanian Homes Phone 714 368-4500
(If corporation or partnership application must include names of principal officers or partners)
- Developer Address 400 Exchange Suite 200 Irvine, CA 92602
City/State/Zip
- Description of Bonds (including Bond Number, Tract Map/Application number, File number, and description of improvements covered, must use separate application for each Map/Tract):
Tract 33096-F
Storm Drain Improvements
K08619906

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Kevin M. Manning / Kevin Manning 6/6/18
 Print Name and Sign Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Kevin M. Manning / Kevin Manning 6/6/18
 Print Name and Sign - Contact/Applicant Date

**CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET**

PARCEL MAP OR TRACT NO.: Tr 33096 Storm Drain
DATE: _____

PP, CUP NO.: _____ BY: Tom Camody

IMPROVEMENTS FAITHFUL PERFORMANCE 100%
LABOR & MATERIALS SECURITY 100%
(of Estimated Construction Costs)

Streets/Drainage	\$ 203,090.58
Sewer	\$ -
Total	\$ 203,090.58
Warranty Retention (22.5%)	\$ 45,695.38
Street/Drainage Plan Check Fees =	\$ 5,298.02
Sewer Plan Check Fees =	\$ 500.00
Street Inspection Fees =	\$ 8,830.03
Sewer Inspection Fees =	\$ 750.00

By: *[Signature]*
Date: _____
City of Beaumont APPROVED
Public Works Department

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do include additional 20% for recordation prior to having signed plans

Above amounts do not include additional 20% for recordation prior to having signed plans

[Signature]

Engineer's Signature

5-6-13

Date

Thomas C. Camody

Name typed or printed



FORM \$ UNIT COSTS REVISED 09/06

*****PLEASE READ INSTRUCTIONS BELOW*****

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet".
2. Show Bond Amounts to the nearest \$500.
3. For construction items not covered by "City of Beaumont Improvement Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont Unit Costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

Bond No. K08619906
Premium: \$5,077/year

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and K. Hovnanian's Four Seasons at Beaumont, LLC (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which agreement, dated April 25, 2013, and identified as project TM/PM/PP/CUP 33086, is hereby referred to and made a part hereof; and Four Seasons at Beaumont - Storm Drain

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Westchester Fire Insurance Company as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Two Hundred Three Thousand Ninety and 58/100 dollars (\$203,090.58) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the 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 said agreement and any alteration thereof made as therein provided, on his or their 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 indemnify and save harmless the City, its 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 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 attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 25, 2013.

PRINCIPAL: K. Hovnanian's Four Seasons at Beaumont, LLC

[Signature]
By: John Jessup

Title Division President

SURETY: Westchester Fire Insurance Company

[Signature]
By: Debra Kohlman

Title Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS

COUNTY OF COOK

On APR 25 2013, before me, a Notary Public in and for the above county, personally appeared Debra Kohlman to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of Westchester Fire Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.




Notary Public

COOK County, ILLINOIS

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specifications may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specifications may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile to such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Christine Marotta, Debba Kohlman, all of the City of CHICAGO, Illinois, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 11 day of February 2011.

WESTCHESTER FIRE INSURANCE COMPANY

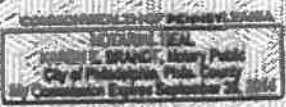


Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 11 day of February, A.D. 2011, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Stephen L. Grandy
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation APR 25 2013



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER February 11, 2013.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 4/29/13 before me,

Deborah M. Wilder, Notary Public
Here Insert Name and Title of the Officer

personally appeared John Jason

John Jason
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal

Signature Deborah M. Wilder
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

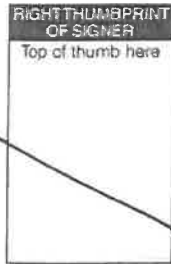
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Bond No. K08619906
Premium: Included w/
Performance Bond

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and K. Hovnanian's Four Seasons at Beaumont, LLC (hereafter designated as "the Principal") have entered into an agreement whereby the Principal agrees to install and complete certain designed public improvements, which agreement, dated April 25, 2019, and identified as project TM/PM/PP/CUP 33096, is hereby referred to and made a part hereof; and Four Seasons at Beaumont - Storm Drain

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

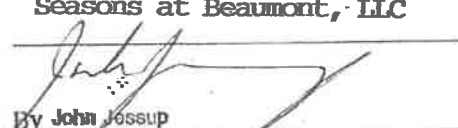
NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code in the sum of Two Hundred Three Thousand Ninety and 58/100 dollars (\$203,090.58), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the 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 attorney's fees, incurred by the City in successfully enforcing this 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 inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 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, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 25, 2019.

PRINCIPAL: K. Hovnanian's Four Seasons at Beaumont, LLC

By John Jessup
Title Division President

SURETY: Westchester Fire Insurance Company

By Debra Kohlman
Title Attorney-in-Fact

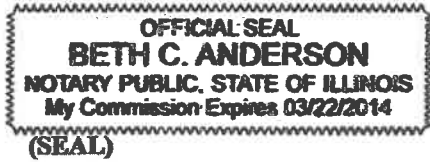
ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS

COUNTY OF COOK

On APR 25 2013, before me, a Notary Public in and for the above county, personally appeared Debra Kohman to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of Westchester Fire Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.



Beth C. Anderson
Notary Public

COOK County, ILLINOIS

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (such a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons' written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officers of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile of such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Christine Marotta, Debra Kuhlman, all of the City of CHICAGO, Illinois, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & two cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Henry, Vice President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 11 day of February 2011.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Henry
Stephen M. Henry, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 11 day of February, AD 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia County, Stephen M. Henry, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, recited in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL
KAREN E. BRUNET, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 24, 2014

Karen E. Brunet
Karen E. Brunet, Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation this 25 day of APR 25 2013



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER February 11, 2013.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 4/29/13 before me, Deborah M. Wilder, Notary Public
Date Here Insert Name and Title of the Officer

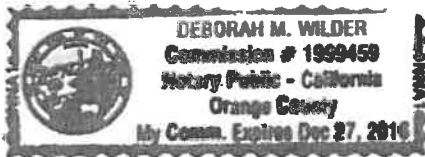
personally appeared John Jessup
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Deborah M. Wilder
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

**When Recorded Return
Original To:**

City Clerk
City of Beaumont
550 East 6th Street
Beaumont, CA 92223

NO RECORDING FEE REQUIRED PER GOVERNMENT CODE SECTIONS 6103 AND 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. The Beaumont, a municipal corporation, is the owner of an easement and certain related public improvements known as sewer system within private streets, lots "E" through "K" of Tract Map Number 33096.
2. The City's address is 550 East 6th Street Beaumont, CA 92223.
3. The general location, of said public improvement, is K. Hovnanian's Four Seasons, sewer system "E" through "K" of Tract Map Number 33096.
4. On _____, a contract to construct said public improvement was awarded to _____.
5. Work under such contract was completed on _____ to the satisfaction of the City Engineer, and the City hereby accepts the project as complete.

Todd Parton, City Manager

Date

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF SANTA CLARITA)

I have read the foregoing Notice of Completion and know its contents. I am the City Clerk of the City of Beaumont and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was duly and regularly ordered to be recorded in the office of the Riverside County Recorder.

Steven Mehlman, City Clerk

**When Recorded Return
Original To:**

City Clerk
City of Beaumont
550 East 6th Street
Beaumont, CA 92223

NO RECORDING FEE REQUIRED PER GOVERNMENT CODE SECTIONS 6103 AND 27383

**CERTIFICATE OF ACCEPTANCE OF AN INTEREST IN REAL
PROPERTY BY THE CITY OF BEAUMONT
(GOVERNMENT CODE SECTION 27281)**

This is to certify that the interest in real property conveyed by the following instrument: Tract Map Number 33096 filed July 12, 2013 in Book 437 of Maps at Pages 65-70 regarding easements for sewer purposes within private streets, lots "E" through "K", inclusive to the City of Beaumont, a general law city in the State of California, is hereby accepted by order of undersigned, the Mayor of the City, pursuant to the authority conferred by City Council Resolution No. 2019-_____ adopted on September __, 2019, and the City as grantee further consents to its recordation thereof by its duly authorized officer, the Mayor.

City of Beaumont, a general law city

Dated

By: _____
Julio Martinez, Mayor

ATTEST:

Steven Mehlman, City Clerk

APPROVED AS TO FORM:

John Pinkney, City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF BEAUMONT AUTHORIZING
THE MAYOR TO ACCEPT THE OFFERS OF DEDICATION
RELATED TO SEWER IMPROVEMENTS**

WHEREAS, K. Hovnanian’s Four Seasons at Beaumont, LLC had originally offered to dedicate lots “E” through “K”, inclusive of Tract # 33096 filed July 12, 2013 in Book 437 of Maps at Pages 65-70 to the City of Beaumont; and

WHEREAS, City did not accept the aforementioned offers of dedication because sewer improvements were not completed by developer at the time of final map acceptance; and

WHEREAS, California Government Code Section 66477.2 allows a legislative body to accept dedications at a later date that were not originally accepted during final map acceptance by forming a resolution to accept those dedications; and

WHEREAS, City staff has determined that sewer improvements have been completed and are ready to accept; and

WHEREAS, Government Code Section 27281 provides that instruments conveying an interest in real property to the City may not be recorded without a Certificate of Acceptance from the City Council; and

WHEREAS, Government Code Section 27281 also provides that the City Council may, by a resolution, authorize one or more officers to accept instruments conveying an interest in real property by executing a Certificate of Acceptance; and

WHEREAS, the City Council desires to delegate to the Mayor the authority to accept the within described real property interests on behalf of the City.

WHEREAS, A notice of completion and certificate of acceptance for accepting the aforementioned Lots will be recorded with the Riverside County Clerk Recorder’s Office once the resolution is adopted by City Council; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Beaumont does authorize accepting easements for sewer purposes within private streets, lots “E” through “K”, inclusive of Tract Number 33096 filed July 12, 2013 in Book 437 of Maps at Pages 65-70 per the following provisions:

Provision 1. Recordation of the aforementioned certificate of acceptance shall be executed by the Mayor and recorded with the Riverside County Clerk Recorder's Office

MOVED, PASSED AND ADOPTED this ___ day of September, 2019.

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Julio Martinez, Mayor, City of Beaumont

ATTEST:

Steven Mehlman
CITY CLERK

By: _____

Attachment G

**Maintenance bond No. LICX1166623 to replace performance bond
No. 1134474**

Lexon Insurance Company

MAINTENANCE BOND

Bond No. LICX1166623

KNOW ALL MEN BY THESE PRESENTS, That We, K. Hovnanian's Four Seasons at Beaumont, LLC as Principal, and Lexon Insurance Company having an office at 12890 Lebanon Road, Mount Juliet, TN 37122 as Surety, are held and firmly bound unto City of Beaumont; 550 E. 6th Street, Beaumont, CA 92223 as Obligee, in the penal sum of Five Hundred Fifty One Thousand Nine Hundred Ninety Seven and 59/100 (\$551,997.59) Dollars lawful money of the United States of America the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

SIGNED, SEALED AND DATED this 21st day of August, 2019.

WHEREAS the Principal has completed Street, Drainage and Sewer Improvements;
Tract 33096-12

and whereas, the Obligee requires a maintenance guarantee for the period of one year from the date of this bond.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal at his own cost and expense replaces or repairs any of the above described works, which shall become defective because of either material or workmanship not meeting requirements of the specifications under which the work was done during the period of one year from the date of this bond, then this obligation shall be null and void, otherwise to remain in full force and effect.

K. Hovnanian's Four Seasons at Beaumont, LLC
Principal

By: [Signature]
Chris Collins, Division Controller

Lexon Insurance Company
Surety

By: [Signature]
Christine Marotta, Attorney-in-Fact

Witness

[Signature]

Witness

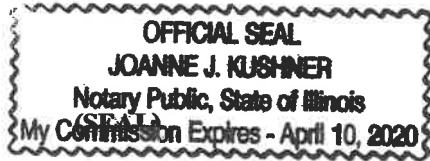
ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS

COUNTY OF COOK

On AUG 21 2019, before me, a Notary Public in and for the above county, personally appeared Christine Marotta to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of Lexon Insurance Company, a corporation organized and existing under the laws of the State of Texas that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.





Notary Public

COOK County, ILLINOIS

POWER OF ATTORNEY

LX- 11253

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Christine Marotta, Debra Kohlman, Thomas P. Pluss, Richard Valente its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY Brian Beggs
Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY Amy Taylor
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

AUG 21 2019

Signed and Seal at Mount Juliet, Tennessee this _____ Day of _____, 20_____.



BY Andrew Smith
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance 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."

ACKNOWLEDGMENT

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

State of California
County of ORANGE

On 23 Aug 2019 before me, J TRUDEAU, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





Staff Report

TO: Mayor and City Council Members

FROM: Jeff Hart, Public Works Director

DATE: October 1, 2019

SUBJECT: Approve Lien Release for William Lyon Homes, LLC for Tract Map Numbers 34880 and 27971-5 within the Olivewood Specific Plan Residential Development

Background and Analysis:

The City requires developers to provide security for public improvements consisting of, but not limited to, sewer improvements, street improvements, storm drain improvements, utility improvements, and monument improvements. The bonded improvements listed in Table 1 are being constructed by William Lyon Homes, LLC.

The Olivewood development is located north of State Route 60, south of Oak Valley Parkway, and west of Potrero Boulevard. The development will be maintained by a home owner's association, and the City will only be responsible for maintaining the sewer infrastructure once all improvements are complete, and after maintenance bonds have been exonerated.

The lien contract for Tract Map No. 34880 includes streets, storm drain, sewer, and water. The lien contract for Tract Map No. 27971-5 includes streets, storm drain, sewer, water, recycled water, and monumentation. The developer has previously submitted bonds for these improvements (Tract Map #27971), and staff has confirmed with the Beaumont Cherry Valley Water District that they have the required water bonds records to release these liens.

The following table includes the City's bond number, bond type, type of improvement, and Tract Map number.

Table 1. Developer, Bond Number, Bond Type, and Type of Improvement			
Bond #	Bond Type	Type of Improvement	Tract Map #
PB03010405642	Performance	Sewer Lift Station	34880
1001053559	Performance	Force Main Sewer	34880
1001053560	Performance	Gravity Sewer	34880
1001054050	Performance	Street & Storm Drain	34880
PB03010405608	Performance	Sewer	27971-5
1001054054	Performance	Street & Storm Drain	27971-5
1155912	Performance	Monument	27971-5

Staff is recommending approval of the lien releases for William Lyon Homes, LLC. for Tract Map Numbers 34880 and 27971-5 within the Olivewood specific plan residential development.

Fiscal Impact:

The fiscal impact of preparing this staff report is approximately \$1,000.

Recommendation:

1. Approve the lien release for William Lyon Homes, LLC for Tract Map Numbers 34880 and 27971-5 within the Olivewood specific plan residential development.



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Release of Lien 2017-0076553](#)

[Attachment B - DOC #2017-0076553](#)

[Attachment C - Bond PW2018-0304](#)

[Attachment D - Bond 17-4108](#)

[Attachment E - Bond 17-4109](#)

[Attachment F - Release of Lien 2017-0076554](#)

[Attachment G - DOC #2017-0076554](#)

[Attachment H - Bond 17-4110, 17-4111, 17-4112](#)

[Attachment I - Release of Lien 2017-0076559](#)

[Attachment J - DOC #2017-0076559](#)

[Attachment K - Bond 2078](#)

[Attachment L - Bond 17-4156](#)

[Attachment M - Bond 17-4157](#)

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

RSI Communities – California LLC
4695 MacArthur Court, FL 8
Newport Beach, CA 92660
Attn: Legal Department

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RELEASE OF LIEN

That certain Lien Contract against RSI Communities-California LLC, as successor by merger to RSI Communities – Heartland LLC, a Delaware limited liability company recorded on February 23, 2017 as Instrument No. 2017-0076553 of Official Records of Riverside County, California is hereby fully satisfied, released and discharged.

The property affected by this release is described as follows:

See Exhibit "A"

Dated: November 6, 2018

CITY OF BEAUMONT

By: _____

Mayor

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

PARCEL 1:

LOTS 1 THROUGH 69, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-1, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 443, PAGES 95 THROUGH 99, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOTS 1 THROUGH 59, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "G", INCLUSIVE, OF TRACT NO. 27971-2, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 443, PAGES 100 THROUGH 104, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 1 THROUGH 84, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-3, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 1 THROUGH 5, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 1 THROUGH 73, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-4, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 6 THROUGH 9, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

LOTS 1 THROUGH 127, INCLUSIVE, AND LETTERED LOTS A THROUGH J, INCLUSIVE, OF TRACT NO. 27971-5, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 448, PAGES 58 THROUGH 63, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6:

LOTS 1 THROUGH 72, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "E", INCLUSIVE, OF TRACT NO. 27971-6, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 10 THROUGH 14, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 7:

LOTS 1 THROUGH 63, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "E", INCLUSIVE, OF TRACT NO. 27971-7, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 15 THROUGH 19, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 8:

LOTS 1 THROUGH 83, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "G", INCLUSIVE, OF TRACT NO. 27971-8, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 20 THROUGH 24, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 9:

LOTS 1 THROUGH 102, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-9, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 25 THROUGH 30, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 10:

LOTS 1 THROUGH 153, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "J", INCLUSIVE, OF TRACT NO. 27971-10, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 31 THROUGH 36, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 11:

LOTS 1 THROUGH 66, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "D", INCLUSIVE, OF TRACT NO. 27971-11, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 37 THROUGH 40, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 12:

LOTS 1 THROUGH 67, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "E", INCLUSIVE, OF TRACT NO. 27971-12, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 41

THROUGH 44, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 13:

PARCELS 13, 14, 15, 16, 17, 18 AND 19 THROUGH 23, INCLUSIVE OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 67 THROUGH 76, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

PARCEL 14:

LETTERED LOTS A THROUGH Z, AND AA OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 67 THROUGH 76, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

2

RECORDING REQUESTED BY

NAME: FNTG Builder Services 23015746-SG

WHEN RECORDED MAIL TO:

NAME: City of Beaumont, Attn: City Clerk

ADDRESS: 550 East 6th Street

CITY / STATE / ZIP: Beaumont, CA 92223

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

DOC # 2017-0076553 Agenda Item No. 5.

02/23/2017 11:17 AM Fees: \$0.00

Page 1 of 17

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

This document was electronically submitted to the County of Riverside for recording
Received by: SOPHIA #466

(SPACE ABOVE FOR RECORDER'S USE)

Agreement
(DOCUMENT TITLE)

SEPARATE PAGE, PURSUANT TO CA. GOV'T. CODE 27361.6

2
Recording Requested by:
FNTG Builder Services

23015746-55

* EXEMPT RECORDING
 REQUESTED BY AND WHEN
 RECORDED MAIL TO:

City of Beaumont
 Attention: City Clerk
 550 East 6th Street
 Beaumont, CA 92223

LIEN CONTRACT

(Lien Contract as Initial Security; Gov. Code Section 66499(a)(4))

THIS LIEN CONTRACT ("Lien Contract") is entered into this 16th day of December, 2016, by and between the CITY OF BEAUMONT, CALIFORNIA, a general law city ("City") and RSI COMMUNITIES – HEARTLAND, a Delaware limited liability company ("Owner").

RECITALS

A. A predecessor-in-interest of the Owner sought and obtained the City's approval of Tentative Tract Map No. 27971 (the "Map"). A copy of the Map is on file in the Office of the City Clerk and is incorporated herein by reference.

B. As a condition precedent to approval of Parcel Map No. 34880 ("Final Map"), which Final Map was filed in Book 237, Pages 67 through 76, inclusive, of Parcel Maps, in the Office of the County Recorder of Riverside, California, LV Heartland LLC, a Delaware limited liability company ("LVH"), as predecessor-in-interest of the Owner, entered into that certain Agreement to Provide Security for Improvements for Tract Map or Parcel Map or Plot Plan dated July 17, 2014 ("Original Subdivision Improvement Agreement") to complete certain tasks and construct certain improvements as required by the Final Map and other entitlements including the Specific Plan and Final Environmental Impact Report applicable to the property subject to the Final Map ("Developer Obligations"). The Original Subdivision Improvement Agreement required LVH to provide security satisfactory to the City in accordance with and the Subdivision Map Act (Gov. Code, §§ 66462 and 66499).

C. The Developer Obligations remain outstanding and unperformed.

D. Owner and City have entered into that certain replacement Agreement to Provide Security for Improvements for Tract Map or Parcel Map or Plot Plan dated as of Dec. 16, 2016 ("New Subdivision Improvement Agreement") to replace the Original Subdivision Improvement Agreement and provide for the Owner's posting of new security in connection therewith.

Infrastructure Water, Sewer and Storm Drain

E. City is authorized to accept the security proposed by Owner, known as a lien contract, under the provisions of Government Code Section 66499(a)(4) and, pursuant to the New Subdivision Improvement Agreement, City has agreed to accept the first lien on the terms and conditions hereof.

F. City has found and determined, pursuant to California Government Code Section 66499(a)(4) that "it would not be in the public interest to require the installation of the required improvement[s] sooner than two years after the recordation" of the Map.

NOW, THEREFORE, for good and valuable consideration, including the obligations herein and the trust herein created, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Owner's Performance.

a. Owner hereby grants to City, in accordance with the terms and conditions of this Lien Contract, a first lien upon the property described in Attachment "A" ("Property"), attached hereto, as security for the following obligations of Owner:

- (1) Construction of the improvements ("Improvements") specified in the New Subdivision Improvement Agreement, in the estimated amount and for the purposes specified in Attachment "B" attached hereto; provided, however, that Owner's obligation hereunder shall extend to the actual cost of construction of the Improvements, notwithstanding that such costs may exceed the estimate set forth in Attachment "B"; and
- (2) Payment of the fees or services ("Fees") required by the City in the amount required as a condition of approval of the Final Map.
- (3) All of the Developer Obligations and the obligations of Owner under this Lien Contract and under the New Subdivision Improvement Agreement ("Obligations").

This lien secures said Improvements, Fees and Obligations (collectively, the "Secured Obligations").

b. For the purpose of securing payment and performance of the Secured Obligations, Owner hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Fidelity National Title ("Trustee"), as trustee, in trust, WITH POWER OF SALE TOGETHER WITH THE RIGHT OF ENTRY AND POSSESSION, for the benefit and security of the City, all present and future rights, titles, interests, estates, powers and privileges that Owner now has or may hereafter acquire in or to the Property. Prior to obtaining any type of permit, including a grading or building permit, or commencing the installation and construction of any portion of the Improvements required by the New Subdivision Improvement Agreement, whichever occurs first, Owner shall deposit fees for inspections, tests and other related purposes, and shall substitute payment and performance bonds in amounts satisfactory to the City ("Suitable Future Bond") in place of this Lien Contract. Owner shall make the deposits specified herein in the amounts prescribed for such purposes at the time the deposit is due. Owner also

Infrastructure Water, Sewer and Storm Drain

agrees to provide the Suitable Future Bond in the amounts and for the purposes set forth in the New Subdivision Improvement Agreement, except that the amounts shall be calculated using the estimated cost of the Improvement as of the time of the substitution of security, as ascertained by the City.

c. Owner shall perform and complete the Improvements required by the New Subdivision Improvement Agreement, including without limitation, the requirement that, except as otherwise agreed by the CITY, Improvements that are secured by one or more payment and performance bonds shall be constructed within one (1) year after the date on which the DEVELOPER has delivered such payment and performance bonds to the CITY.

2. City's Performance.

Following City's approval and receipt of the substitute forms of security submitted by Owner pursuant to Paragraph 1(c) above and receipt of applicable Fees, City shall release the Property from the provisions of this Lien Contract, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.

3. Effect of Lien Contract.

a. From the date of recordation of this Lien Contract, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to secure and discharge all obligations contained in this Lien Contract and New Subdivision Improvement Agreement, and any Fees.

b. Unless written consent of the City is obtained, the Owner shall not convey, lien or encumber any portion of or interest in the Property covered by this Lien Contract until Suitable Future Bonds or some other form of alternative security acceptable to the City has been provided and this Lien Contract has been released.

c. So long as this Lien Contract is utilized for security as described herein, offers of dedication for street purposes on the Property will not be accepted by the City.

The City shall not have an obligation to subordinate its rights hereunder to any other lender or encumbrancer unless substitute security in the form of a bond or letter of credit satisfactory to City is secured by Owner.

4. Events of Default. Upon the occurrence of any one of the following events, Owner shall be deemed in default hereunder:

a. Failure by Owner to deposit fees for inspections, tests and other specific purposes or to substitute Suitable Future Bonds or other forms of security satisfactory to City within the time allotted and as prescribed by this Lien Contract.

b. Commencement of any work on the Improvements by Owner, its agents or employees, prior to substitution of acceptable security, including, without limitation, Suitable Future Bonds, with the City in place of this Lien Contract.

Infrastructure Water, Sewer and Storm Drain

c. Failure by Owner to complete construction of the Improvements described in the New Subdivision Improvement Agreement within the time allotted and as prescribed in this Lien Contract, and otherwise extended pursuant to the terms of the New Subdivision Improvement Agreement.

d. The appointment, pursuant to an order of a court of competent jurisdiction, of a trustee, receiver or liquidator of the Property or any part thereof, or of Owner.

e. The filing by Owner of a petition in bankruptcy or for an arrangement or for reorganization pursuant to the Federal Bankruptcy Code or any similar law, federal or state, or the adjudication of Owner as a bankrupt or as insolvent by a decree of a court of competent jurisdiction, or the making of an assignment for the benefit of creditors, or the admission by Owner in writing of its inability to pay its debts generally as they become due, or the giving of consent by Owner to the appointment of a receiver or receivers of all or any part of its property, including the Property.

f. The filing by any of the creditors of Owner or the reorganization of Owner pursuant to the Federal Bankruptcy Code or any similar law, federal or state and the same is not discharged within ninety (90) days after the date of filing thereof.

g. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than Owner and such attachment or execution is not released within (60) days.

h. Sale of any lot or lots shown on the Map prior to release of the lien created by this Lien Contract, except as provided in Paragraph 3(b).

i. Failure of owner to pay the Fees described in Paragraph 1(a)(2) above, at the time required.

j. Breach by Owner of any other term or condition of this Lien Contract or the Subdivision Improvement Agreement, or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified herein.

k. Failure to pay prior to delinquency any taxes, assessments, fees or other amounts the payment of which are secured by a lien against part or all of the Property.

l. Failure of Owner to maintain liability insurance in the amount of at least \$2,000,000.00 per occurrence and in the aggregate on the Property naming City as an additional insured.

m. The occurrence of any waste, violation of an ordinance, violation of a condition of approval or nuisance on the Property which is not cured by Owner within thirty (30) days following written notice from City.

n. The breach or violation of any other subdivision improvement agreement, or lien contract between City and Owner beyond any applicable notice and cure period.

Infrastructure Water, Sewer and Storm Drain

All references to Owner in this Paragraph 4 shall be deemed to include Owner's successors, assignees and transferees.

5. **City's Remedies.** Upon the occurrence of any of the events described in Paragraph 4, above, City may, at its option, declare all obligations, amounts and indebtedness secured hereby immediately due and payable without any presentment, demand, protest, or notice, and take one or more of the actions below:

a. Pursue any or all of the remedies provided in the New Subdivision Improvement Agreement;

b. Commence and maintain an action or actions to foreclose this lien by appropriate action in court or as provided by law for the non-judicial foreclosure of mortgages or deeds of trust under power of sale pursuant to California Civil Code Sections 2924, 2924(b) and 2924(c), and Owner agrees that the amount of said lien shall include attorneys' fees as provided in Paragraph 6(b) below. CITY will deposit with TRUSTEE this Lien Contract, the New Subdivision Improvement Agreement, and any receipts and evidence of expenditures made and secured as TRUSTEE may require. If notice of default has been given as then required by law, and after lapse of the time that may then be required by law, after recordation of the notice of default, TRUSTEE, without demand on OWNER, will, after notice of sale having been given as required by law, sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels as TRUSTEE determines, and in any order that it may determine, at public auction to the highest bidder. TRUSTEE may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time after that may postpone the sale by public announcement at the time fixed by the preceding postponement, and without further notice make the sale at the time fixed by the last postponement; or TRUSTEE may, in its discretion, give a new notice of sale. CITY may rescind any notice of default at any time before TRUSTEE's sale by executing a notice of rescission and recording it. The recordation of the notice will constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of obligations affected by any prior declaration or notice of default. The exercise by CITY of the right of rescission will not constitute a waiver of any default then existing or subsequently occurring, or impair the right of CITY to execute other declarations of default and demand for sale, or notices of default and of election to cause the Property to be sold, nor otherwise affect the Lien Contract, the New Subdivision Improvement Agreement, or any of the rights, obligations, or remedies of CITY or TRUSTEE. After sale, TRUSTEE will deliver to the purchaser its deed conveying the property sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts will be conclusive proof of their truthfulness. Any Person, including Owner, TRUSTEE, or CITY, may purchase at that sale. If allowed by law, CITY, if it is the purchaser, may turn in the New Subdivision Security Agreement at the amount owing on it toward payment of the purchase price (or for endorsement of the purchase price as a payment if the amount owing exceeds the purchase price). TRUSTEE, upon the sale, will make (without any covenant or warranty, express or implied), execute and, after due payment made, deliver to a purchaser and its heirs or assigns a deed or other record of interest, as the case may be, to the Property

Infrastructure Water, Sewer and Storm Drain

sold, which will convey to the purchaser all the title and interest of Owner in the Property and will apply the proceeds of the sale in payment first, of the expenses of the sale together with the expenses of the trustee, including, without limitation, attorney fees, that will become due on any default made by OWNER, and also any sums that TRUSTEE or CITY have paid for procuring a search of the title to the Property subsequent to the execution of this Lien Contract; and second, of the Secured Obligations then remaining unpaid. TRUSTEE will pay the balance or surplus of the proceeds of sale, if any, to OWNER and its successors or assigns as its interests may appear;

c. Commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Owner hereunder, and Owner agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Owner waives the defense of laches and any applicable statute of limitations;

d. Estimate the cost of the work required to complete the Improvements which estimate shall be deemed a debt and obligation in a liquidated sum of Owner, and judicially or non-judicially foreclose said lien in said amount; and

e. Pursue any other remedy, legal or equitable including but not limited to those for the foreclosure of a lien, and Owner, its assigns, shall pay reasonable attorneys' fees as a cost in said proceedings.

6. General Provisions.

a. Recordation. This Lien Contract shall be recorded by City with the Recorder's Office of the County of Riverside immediately following execution of this Lien Contract by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property, pursuant to Government Code Section 66436, acknowledging subordination of their interests to this Lien Contract.

b. Attorneys' Fees. City shall be entitled to reasonable attorneys' fees, paralegal fees, and other charges, expenses and costs incurred in enforcing its rights under this Lien Contract.

c. Contingency. This Lien Contract shall not take effect until it has been approved by the City and recorded.

d. Entire Agreement. This Lien Contract together with all attachments and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

e. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Contract and the intentions of the parties.

Infrastructure Water, Sewer and Storm Drain

f. **Governing Law.** This Lien Contract shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

g. **Headings.** The captions and Section headings used in this Lien Contract are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

h. **Modification, Waiver.** No modification, waiver, amendment or discharge of this Lien Contract shall be valid unless the same is in writing and signed by all parties.

i. **No Other Inducement.** The making, execution and delivery of this Lien Contract by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

j. **Severability.** If any term, provision, covenant or condition of this Lien Contract is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Contract shall not be affected thereby, and each term, provision, covenant or condition of this Lien Contract shall be valid, and enforceable to the fullest extent permitted by law.

k. **Execution in Counterparts.** This Lien Contract may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

l. If City or the Trustee is made a party to or is threatened with any litigation concerning this Lien Contract or the New Subdivision Improvement Agreement the Property or any part thereof or interest therein, or the actions or omissions of Owner on the Property then Owner shall indemnify, defend and hold City and Trustee harmless for, from and against all liability by reason of said threat and/or litigation, including reasonable attorneys' fees and expenses incurred by City as a result of any such threat and/or litigation, whether or not any such threat and/or litigation is prosecuted to judgment; provided, however, that the indemnification to be provided by Owner to the City pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, et cetera, is the result of the sole negligence or sole willful misconduct of the City. City or Trustee may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach of the foregoing obligation by Owner, Owner shall pay City and Trustee reasonable attorneys' fees and expenses incurred by City or Trustee, whether or not an action is actually commenced against Owner or Trustee by reason of its breach.

Infrastructure Water, Sewer and Storm Drain

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the day and year first written above.

CITY OF BEAUMONT

By 
Mayor Michael Lee

Date

12/12/16

Signature Page of Lien Contract

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF Riverside

On Dec 12, 16, before me, Nicole Wheelwright Notary Public
(here insert name and title of the officer)

personally appeared Michael Lara

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Nicole Wheelwright
Signature



(Seal)

Signature Page of Lien Contract

DEVELOPER:

RSI COMMUNITIES – HEARTLAND LLC,
a Delaware limited liability company

By: 
Name: DARIUS FATANIA
Title: VICE PRESIDENT LAND DEVELOPMENT

12/12/16
Date

Address: 620 Newport Center Drive, 12th Floor
Newport Beach, CA 92660

Signature Page of Lien Contract

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF Orange

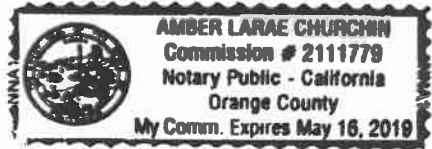
On December 13, 2016, before me, Amber Larae Churchin, Notary Public,
(here insert name and title of the officer)
personally appeared Darius Fatakia

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.


Signature



(Seal)

Signature Page of Lien Contract

ATTACHMENT A
LEGAL DESCRIPTION OF PROPERTY

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

PARCEL 1:

LOTS 1 THROUGH 69, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-1, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 443, PAGES 95 THROUGH 99, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOTS 1 THROUGH 59, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "G", INCLUSIVE, OF TRACT NO. 27971-2, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 443, PAGES 100 THROUGH 104, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 1 THROUGH 84, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-3, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 1 THROUGH 5, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 1 THROUGH 73, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-4, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 6 THROUGH 9, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

LOTS 1 THROUGH 127, INCLUSIVE, AND LETTERED LOTS A THROUGH J, INCLUSIVE, OF TRACT NO. 27971-5, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 448, PAGES 58 THROUGH 63, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6:

Attachment A – Legal Description

LOTS 1 THROUGH 72, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "E", INCLUSIVE, OF TRACT NO. 27971-6, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 10 THROUGH 14, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 7:

LOTS 1 THROUGH 63, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "E", INCLUSIVE, OF TRACT NO. 27971-7, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 15 THROUGH 19, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 8:

LOTS 1 THROUGH 83, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "G", INCLUSIVE, OF TRACT NO. 27971-8, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 20 THROUGH 24, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 9:

LOTS 1 THROUGH 102, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-9, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 25 THROUGH 30, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 10:

LOTS 1 THROUGH 153, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "J", INCLUSIVE, OF TRACT NO. 27971-10, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 31 THROUGH 36, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 11:

LOTS 1 THROUGH 66, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "D", INCLUSIVE, OF TRACT NO. 27971-11, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 37 THROUGH 40, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 12:

LOTS 1 THROUGH 67, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "E", INCLUSIVE, OF TRACT NO. 27971-12, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 41

Attachment A – Legal Description

THROUGH 44, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 13:

PARCELS 13, 14, 15, 16, 17, 18 AND 19 THROUGH 23, INCLUSIVE OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 67 THROUGH 76, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

PARCEL 14:

LETTERED LOTS A THROUGH Z, AND AA OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 67 THROUGH 76, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

Attachment A – Legal Description

ATTACHMENT B
DESCRIPTION OF IMPROVEMENTS

Attachment B – Description of Improvements

Exhibit B

Description: Tract 27971 Infrastructure – Storm Drain, Sewer, Water

Amount: \$5,616,000.00

OLV- SEWER LIFT STATION

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel,Map/Plot Plan No. 27291)**

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT (“CITY”) and RSI COMMUNITIES-CALIFORNIA LLC, a Delaware limited liability company (“DEVELOPER”).

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 27971, (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, “Improvements”); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER’s offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER’s sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER’s sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as Exhibit "A", in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as Exhibit "B" and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.


13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEALMONT
By 
Mayor
Aug 27, 2019
Date

DEVELOPER
By 
11/26/18
Date

Title: VICE PRESIDENT FORWARD PLANNING

Address: 680 NEWPORT CENTER DRIVE
SUITE 300
NEWPORT BEACH, CA 92660

**CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET**

PARCEL MAP OR TRACT NO.: Tract 27971-Infrastructure Sewer Lift Station
 DATE: 20-Nov-18

PP, CUP NO.: _____ BY: _____, P.E.

IMPROVEMENTS FAITHFUL PERFORMANCE 100%
 LABOR & MATERIALS SECURITY 100%

Construction Costs)	
Streets/Drainage	n/a
Sewer	\$ 558,900.00
Total	\$ 558,900.00
Warranty Retention (22.5%)	\$ 125,752.50

Street/Drainage Plan Check Fees =	n/a
Sewer Plan Check Fees =	\$ 11,178.00
Street Inspection Fees =	n/a
Sewer Inspection Fees =	\$ 16,767.00

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do include additional 20% for recordation prior to having signed plans

Above amounts do not include additional 20% for recordation prior to having signed plans

Ned J. Araujo
 Engineer's Signature

20 NOV 2018
 Date

Ned J. Araujo, P.E.
 Name typed or printed



Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 01/02/2017

*******PLEASE READ INSTRUCTIONS BELOW*******

- Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".
- Show Bond Amounts to the nearest \$500.
- For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: Tract 27971-Infrastructure Sewer Lift Station
DATE: 20-Nov-18

PP, CUP NO.: _____ BY: _____, P.E.

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%
Construction Costs)		
Streets/Drainage	n/a	
Sewer	\$	558,900.00
Total	\$	558,900.00
Warranty Retention (22.5%)	\$	125,752.50
Street/Drainage Plan Check Fees =	n/a	
Sewer Plan Check Fees =	\$	11,178.00
Street Inspection Fees =	n/a	
Sewer Inspection Fees =	\$	16,767.00

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do include additional 20% for recordation prior to having signed plans

Above amounts do not include additional 20% for recordation prior to having signed plans



Engineer's Signature

20 Nov 2018
Date



Ned J. Araujo, P.E.
Name typed or printed

Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 01/02/2017

*******PLEASE READ INSTRUCTIONS BELOW*******

- Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".
- Show Bond Amounts to the nearest \$500.
- For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-Infrastructure Sewer Lift Station

DATE: 20-Nov-18

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" V.C.P. (45 Lots @ 25' Avg. Length & 5' for cleanout)	\$ 15.00	\$ -
	L.F.	4" P.V.C. Force Main & Fittings	\$ 26.00	\$ -
	L.F.	8" V.C.P.	\$ 30.00	\$ -
	L.F.	10" V.C.P.	\$ 35.00	\$ -
	L.F.	12" V.C.P.	\$ 40.00	\$ -
	L.F.	15" V.C.P.	\$ 50.00	\$ -
	EA.	Standard or Terminus Manholes	\$ 2,500.00	\$ -
	EA.	Drop Manholes	\$ 4,000.00	\$ -
	EA.	Cleanouts	\$ 500.00	\$ -
	EA.	Sewer Y's	\$ 30.00	\$ -
	EA.	Chimneys	\$ 400.00	\$ -
	EA.	Adjust M.H. to grade	\$ 500.00	\$ -
	L.F.	Concrete Encasement	\$ 35.00	\$ -
	EA.	4" P.V.C. Misc. Fittings	\$ 120.00	\$ -
	L.F.	Sewer Pipe Sleeving	\$ 45.00	\$ -
1	EA.	Sewer Lift Station	\$ 436,000.00	\$ 436,000
	EA.	Backflow prevention device	\$ 400.00	\$ -
	L.F.	4" P.V.C Sewer Lateral	\$ 17.00	\$ -
	L.F.	8" P.V.C.	\$ 35.00	\$ -
	L.F.	10" P.V.C.	\$ 35.00	\$ -
	L.F.	12" P.V.C.	\$ 35.00	\$ -
1	EA.	Remobilization of Romtec	\$ 25,000.00	\$ 25,000
1	EA.	Remove Temporary Pumping System	\$ 5,000.00	\$ 5,000
1	EA.	Perimeter Wall and Gates	\$ 20,000.00	\$ 20,000

A.	Subtotal	\$ 486,000
B.	Contingency (15% x A)	\$ 72,900
C.	Sewer Total (A + B)	\$ 558,900

Bond Number: PB03010405642
Premium: \$2,236.00

Basic Gov (Sales Force) # _____
File # PW2018-0304
OLV-SEMER LIFTSTATION

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities - California LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Philadelphia Indemnity Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Five Hundred Fifty Eight Thousand Nine Hundred and no/100 dollars (\$ 558,900.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the 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 said agreement and any alteration thereof made as therein provided, on his or their 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 indemnify and save harmless the City, its 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 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 attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on November 20, 2018.

PRINCIPAL:

RSI Communities - California LLC

By [Signature]

Title VP OF OPERATIONS

SURETY:

Philadelphia Indemnity Insurance Company

By [Signature]

Title Janina Monroe

Title Attorney-In-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On NOV 20 2018 before me, Gina L Garner, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.


Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this NOV 20 2018 day of _____, 20_____.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On November 20, 2018 before me, Virginia Reeder, a Notary Public, personally appeared James Perry who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Virginia Reeder
Signature of Notary
(Affix seal here)



Bond Number: PB03010405642
Premium: included in performance bond

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities - California LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971, which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Five Hundred Fifty Eight Thousand Nine Hundred and no/100 dollars (\$558,900.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the 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 attorney's fees, incurred by the City in successfully enforcing this 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 inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., 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, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on November 20, 2018.

PRINCIPAL:

RSI Communities - California LLC

By 

Title VP OF OPERATIONS

SURETY:

Philadelphia Indemnity Insurance Company

By 

Title Attorney-In-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On NOV 20 2018 before me, Gina L Garner, Notary Public
(Here insert name and title of the officer)

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

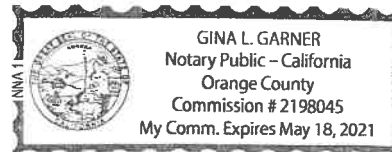
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Gina L Garner

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.



(Seal)

Handwritten signature of Robert D. O'Leary Jr.

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Krupp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

NOV 20 2018

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this ___ day of ___, 20__.



Handwritten signature of Edward Sayago.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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

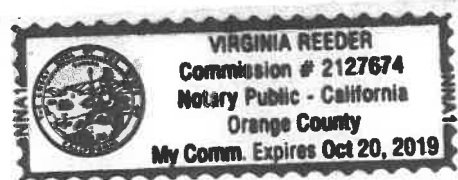
STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On November 20, 2018 before me, Virginia Reeder, a Notary Public, personally appeared James Perry who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Virginia Reeder
Signature of Notary
(Affix seal here)



Basic Gov (Sales Force) # 17-4108
File # 3112

Bond No.: 1001053559

Premium: \$3,303.00/2 yrs

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities Heartland LLC, a Delaware limited liability (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated August, 2017, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Two hundred twenty thousand one hundred ninety six dollars and twenty five cents (\$220,196.25) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the 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 said agreement and any alteration thereof made as therein provided, on his or their 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 indemnify and save harmless the City, its 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 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 attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on August 11th, 2017.


PRINCIPAL:

SURETY:

RSI Communities - Heartland LLC
a Delaware limited liability

American Contractors Indemnity Company

By 

By 

Title Darius Fatakia
Vice President Land Development

Title Beata A. Sensi, Attorney-in-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On August 11, 2017 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

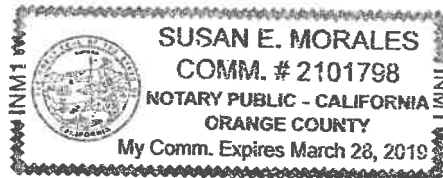
personally appeared Beata A. Sensi
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Perf & Pay Bond #1001053559
(Title or description of attached document)

American Contractors Indemnity Company
(Title or description of attached document continued)

Number of Pages 1 Document Date 8/11/17

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

_____ (Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Bond No.: 1001053559
Premium included with
the Performance Bond

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities - Heartland LLC, a Delaware limited liability company (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated August, 2017, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971, which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Two hundred twenty thousand one hundred ninety six and twenty five cents (\$220,196.25), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the 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 attorney's fees, incurred by the City in successfully enforcing this 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 inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., 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, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on August 11th, 20 17.

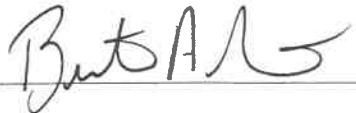
PRINCIPAL:

SURETY:

RSI Communities - Heartland LLC
a Delaware limited liability

American Contractors Indemnity Company

By 

By 

Title Darius Fatakia
Vice President Land Development

Title Beata A. Sensi, Attorney-in-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On August 11, 2017 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

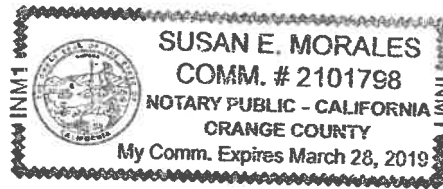
personally appeared Beata A. Sensi,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Susan E. Morales
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Perf & Pay Bond #1001053559
(Title or description of attached document)

American Contractors Indemnity Company
(Title or description of attached document continued)

Number of Pages 1 Document Date 8/11/17

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

_____ (Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies") do hereby make, constitute and appoint:

Todd M. Rohm, Shane Wolf, Cathy S. Kennedy or Beata A. Sensi of Orange, California

its true and lawful Attorney(s)-in-fact... hereby conferred in its name, place and seal to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Fifty Million***** Dollars (\$ *50,000,000.00*).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By: [Signature] Daniel P. Aguilar, Vice President

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

State of California County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company and U.S. Specialty Insurance Company who proved to me the existence of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his individual capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 11th day of AUG 11 2017.

Corporate Seals

Bond No. 1001053559 Agency No. 16590



[Signature] Kio Lo, Assistant Secretary

**CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET**

PARCEL MAP OR TRACT NO.: Tract 27971 Infrastructure Street, Storm Drain, and Force Main Sewer
 DATE: 14-Jul-17
 PP, CUP NO.: _____ BY: _____, P.E.

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%
	Construction Costs)	
Streets/Drainage	\$	7,054,211.26
Sewer	\$	220,196.25
Total	\$	7,274,407.51
Warranty Retention (22.5%)	\$	1,636,741.69
Street/Drainage Plan Check Fees =	\$	141,084.23
Sewer Plan Check Fees =	\$	5,504.91
Street Inspection Fees =	\$	211,626.34
Sewer Inspection Fees =	\$	8,807.85

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do include additional 20% for recordation prior to having signed plans
 Above amounts do not include additional 20% for recordation prior to having signed plans

[Signature] 17 JULY 2017
 Engineer's Signature Date



Ned Araujo, P.E.
 Name typed or printed

Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 2017/01/02

*******PLEASE READ INSTRUCTIONS BELOW*******

- Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".
- Show Bond Amounts to the nearest \$500.
- For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

Rev. 02/25/2015

Basic Gov (Sales Force) # 17-4108
 File # 3112

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
 FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
 (Tract Map/Parcel Map/Plot Plan No. 27971)**

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT (“CITY”) and RSI Communities - Heartland LLC, a Delaware limited liability company (“DEVELOPER”).

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 27971, (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, “Improvements”); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER’s offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER’s sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER’s sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as Exhibit "A", in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as Exhibit "B" and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

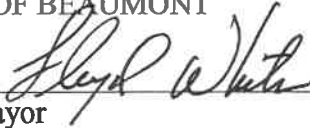
14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By 
Mayor

10/12/17
Date

DEVELOPER

By 

8/14/17
Date

Title: **Darius Fatakia**
Vice President Land Development

Address: 680 NEWPORT CENTER DR., 3RD FLOOR
NEWPORT BEACH, CA 92660

Basic Gov (Sales Force) # 17-41109
File # 3110
Bond No.: 1001053560
Premium: \$4,023.00/2 yrs.

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities Heartland LLC, a Delaware limited liability (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated August, 2017, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Two hundred sixty eight thousand two hundred thirty dollars and sixty cents (\$268,230.60) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the 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 said agreement and any alteration thereof made as therein provided, on his or their 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 indemnify and save harmless the City, its 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 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 attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on August 11th, 20 17.

PRINCIPAL:

RSI Communities - Heartland LLC
a Delaware limited liability

By 

Title Darius Fatakia
Vice President Land Development

SURETY:

American Contractors Indemnity Company

By 

Title Beata A. Sensi, Attorney-in-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On August 11, 2017 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

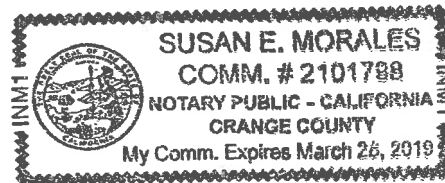
personally appeared Beata A. Sensi
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Perf & Pay Bond #1001053560
(Title or description of attached document)
American Contractors Indemnity Company
(Title or description of attached document continued)
Number of Pages 1 Document Date 8/11/17

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Bond No.: 1001053560

Premium included with
the Performance Bond

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities - Heartland LLC, a Delaware limited liability company (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated August, 2017, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971, which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Two hundred sixty eight thousand two hundred thirty dollars and sixty cents (\$268,230.60), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the 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 attorney's fees, incurred by the City in successfully enforcing this 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 inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., 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, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on August 11th, 20 17.

PRINCIPAL:

SURETY:

RSI Communities - Heartland LLC
a Delaware limited liability

American Contractors Indemnity Company

By 

By 

Title **Darius Fatakia**
Vice President Land Development

Title Beata A. Sensi, Attorney-in-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On August 11, 2017 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

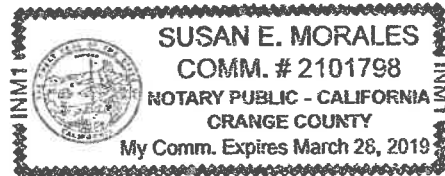
personally appeared Beata A. Sensi
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Perf & Pay Bond #1001053560
(Title or description of attached document)

American Contractors Indemnity Company
(Title or description of attached document continued)

Number of Pages 1 Document Date 8/11/17

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies") do hereby make, constitute and appoint:

Todd M. Rohm, Shane Wolf, Cathy S. Kennedy or Beata A. Sensi of Orange, California

its true and lawful Attorney(s)-in-fact, in his or her individual capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *******Fifty Million***** Dollars (\$ *50,000,000.00*)**.

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company and U.S. Specialty Insurance Company who proved to me the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his individual capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature *[Signature]* (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of **AUG 11 2017**.

Corporate Seals



[Signature]
Kio Lo, Assistant Secretary

Bond No. **1001053560**
Agency No. **16590**

**CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET**

PARCEL MAP OR TRACT NO.: Tract 27971 Infrastructure Street, Storm Drain, and Sewer
 DATE: 14-Jul-17
 PP, CUP NO.: _____ BY: _____, P.E.

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%
	<u>Construction Costs</u>	
Streets/Drainage	\$	<u>7,054,211.26</u>
Sewer	\$	<u>268,230.60</u>
Total	\$	<u>7,322,441.86</u>
Warranty Retention (22.5%)	\$	<u>1,647,549.42</u>
Street/Drainage Plan Check Fees =	\$	<u>141,084.23</u>
Sewer Plan Check Fees =	\$	<u>6,705.77</u>
Street Inspection Fees =	\$	<u>211,626.34</u>
Sewer Inspection Fees =	\$	<u>10,729.22</u>

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do include additional 20% for recordation prior to having signed plans
 Above amounts do not include additional 20% for recordation prior to having signed plans


 Engineer's Signature

17 JULY 2017
 Date



Ned Araujo, P.E.
 Name typed or printed

Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 2017/01/02

*******PLEASE READ INSTRUCTIONS BELOW*******

- Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".
- Show Bond Amounts to the nearest \$500.
- For construction items not covered by the Construction Cost Worksheet, Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

Rev. 02/25/2015

Basic Gov (Sales Force) # 17-4109
 File # 3110

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
 FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
 (Tract Map/Parcel Map/Plot Plan No. 27971)**

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT (“CITY”) and RSI Communities - Heartland LLC, a Delaware limited liability company (“DEVELOPER”).

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 27971, (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, “Improvements”); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER’s offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER’s sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER’s sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as Exhibit "A", in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as Exhibit "B" and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

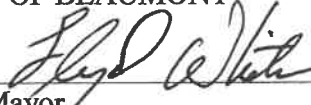
14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By 
Mayor

10/12/17
Date

DEVELOPER

By 

8/14/17
Date

Title: **Darius Fatakia**
Vice President Land Development

Address: 680 NEWPORT CENTER DR., 3RD FLOOR
NEWPORT BEACH, CA 92660

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

RSI Communities – California LLC
4695 MacArthur Court, FL 8
Newport Beach, CA 92660
Attn: Legal Department

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RELEASE OF LIEN

That certain Lien Contract against RSI Communities-California LLC, as successor by merger to RSI Communities – Heartland LLC, a Delaware limited liability company recorded on February 23, 2017 as Instrument No. 2017-0076554 of Official Records of Riverside County, California is hereby fully satisfied, released and discharged.

The property affected by this release is described as follows:

See Exhibit "A"

Dated: November 6, 2018

CITY OF BEAUMONT

By: _____

Mayor

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

PARCEL 1:

LOTS 1 THROUGH 69, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-1, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 443, PAGES 95 THROUGH 99, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOTS 1 THROUGH 59, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "G", INCLUSIVE, OF TRACT NO. 27971-2, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 443, PAGES 100 THROUGH 104, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 1 THROUGH 84, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-3, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 1 THROUGH 5, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 1 THROUGH 73, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-4, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 6 THROUGH 9, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

LOTS 1 THROUGH 127, INCLUSIVE, AND LETTERED LOTS A THROUGH J, INCLUSIVE, OF TRACT NO. 27971-5, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 448, PAGES 58 THROUGH 63, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6:

LOTS 1 THROUGH 72, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "E", INCLUSIVE, OF TRACT NO. 27971-6, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 10 THROUGH 14, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 7:

LOTS 1 THROUGH 63, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "E", INCLUSIVE, OF TRACT NO. 27971-7, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 15 THROUGH 19, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 8:

LOTS 1 THROUGH 83, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "G", INCLUSIVE, OF TRACT NO. 27971-8, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 20 THROUGH 24, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 9:

LOTS 1 THROUGH 102, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-9, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 25 THROUGH 30, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 10:

LOTS 1 THROUGH 153, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "J", INCLUSIVE, OF TRACT NO. 27971-10, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 31 THROUGH 36, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 11:

LOTS 1 THROUGH 66, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "D", INCLUSIVE, OF TRACT NO. 27971-11, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 37 THROUGH 40, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 12:

LOTS 1 THROUGH 67, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "E", INCLUSIVE, OF TRACT NO. 27971-12, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 41

THROUGH 44, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 13:

PARCELS 13, 14, 15, 16, 17, 18 AND 19 THROUGH 23, INCLUSIVE OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 67 THROUGH 76, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

PARCEL 14:

LETTERED LOTS A THROUGH Z, AND AA OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 67 THROUGH 76, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

3

RECORDING REQUESTED BY

NAME: FNTG Builder Services 23015746-SG

WHEN RECORDED MAIL TO:

NAME: City of Beaumont, Attn: City Clerk

ADDRESS: 550 East 6th Street

CITY / STATE / ZIP: Beaumont, CA 92223

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

DOC # 2017-0076554 Agenda Item No. 5

02/23/2017 11:17 AM Fees: \$0.00

Page 1 of 17

Recorded in Official Records

County of Riverside

Peter Aldana

Assessor-County Clerk-Recorder

****This document was electronically submitted to the County of Riverside for recording**
Receipted by: SOPHIA #466**

(SPACE ABOVE FOR RECORDER'S USE)

Agreement

(DOCUMENT TITLE)

SEPARATE PAGE, PURSUANT TO CA. GOV'T. CODE 27361.6

3 Recording Requested by:
FNTG Builder Services

27015146-56

EXEMPT RECORDING
REQUESTED BY AND WHEN
RECORDED MAIL TO:

City of Beaumont
Attention: City Clerk
550 East 6th Street
Beaumont, CA 92223

LIEN CONTRACT

(Lien Contract as Initial Security; Gov. Code Section 66499(a)(4))

THIS LIEN CONTRACT ("Lien Contract") is entered into this 16th day of December, 2016, by and between the CITY OF BEAUMONT, CALIFORNIA, a general law city ("City") and RSI COMMUNITIES – HEARTLAND, a Delaware limited liability company ("Owner").

RECITALS

A. A predecessor-in-interest of the Owner sought and obtained the City's approval of Tentative Tract Map No. 27971 (the "Map"). A copy of the Map is on file in the Office of the City Clerk and is incorporated herein by reference.

B. As a condition precedent to approval of Parcel Map No. 34880 ("Final Map"), which Final Map was filed in Book 237, Pages 67 through 76, inclusive, of Parcel Maps, in the Office of the County Recorder of Riverside, California, LV Heartland LLC, a Delaware limited liability company ("LVH"), as predecessor-in-interest of the Owner, entered into that certain Agreement to Provide Security for Improvements for Tract Map or Parcel Map or Plot Plan dated July 17, 2014 ("Original Subdivision Improvement Agreement") to complete certain tasks and construct certain improvements as required by the Final Map and other entitlements including the Specific Plan and Final Environmental Impact Report applicable to the property subject to the Final Map ("Developer Obligations"). The Original Subdivision Improvement Agreement required LVH to provide security satisfactory to the City in accordance with and the Subdivision Map Act (Gov. Code, §§ 66462 and 66499).

C. The Developer Obligations remain outstanding and unperformed.

D. Owner and City have entered into that certain replacement Agreement to Provide Security for Improvements for Tract Map or Parcel Map or Plot Plan dated as of Dec. 16, 2016 ("New Subdivision Improvement Agreement") to replace the Original Subdivision Improvement Agreement and provide for the Owner's posting of new security in connection therewith.

Infrastructure Streets

E. City is authorized to accept the security proposed by Owner, known as a lien contract, under the provisions of Government Code Section 66499(a)(4) and, pursuant to the New Subdivision Improvement Agreement, City has agreed to accept the first lien on the terms and conditions hereof.

F. City has found and determined, pursuant to California Government Code Section 66499(a)(4) that "it would not be in the public interest to require the installation of the required improvement[s] sooner than two years after the recordation" of the Map.

NOW, THEREFORE, for good and valuable consideration, including the obligations herein and the trust herein created, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Owner's Performance.

a. Owner hereby grants to City, in accordance with the terms and conditions of this Lien Contract, a first lien upon the property described in Attachment "A" ("Property"), attached hereto, as security for the following obligations of Owner:

- (1) Construction of the improvements ("Improvements") specified in the New Subdivision Improvement Agreement, in the estimated amount and for the purposes specified in Attachment "B" attached hereto; provided, however, that Owner's obligation hereunder shall extend to the actual cost of construction of the Improvements, notwithstanding that such costs may exceed the estimate set forth in Attachment "B"; and
- (2) Payment of the fees or services ("Fees") required by the City in the amount required as a condition of approval of the Final Map.
- (3) All of the Developer Obligations and the obligations of Owner under this Lien Contract and under the New Subdivision Improvement Agreement ("Obligations").

This lien secures said Improvements, Fees and Obligations (collectively, the "Secured Obligations").

b. For the purpose of securing payment and performance of the Secured Obligations, Owner hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Fidelity National Title ("Trustee"), as trustee, in trust, WITH POWER OF SALE TOGETHER WITH THE RIGHT OF ENTRY AND POSSESSION, for the benefit and security of the City, all present and future rights, titles, interests, estates, powers and privileges that Owner now has or may hereafter acquire in or to the Property. Prior to obtaining any type of permit, including a grading or building permit, or commencing the installation and construction of any portion of the Improvements required by the New Subdivision Improvement Agreement, whichever occurs first, Owner shall deposit fees for inspections, tests and other related purposes, and shall substitute payment and performance bonds in amounts satisfactory to the City ("Suitable Future Bond") in place of this Lien Contract. Owner shall make the deposits specified herein in the amounts prescribed for such purposes at the time the deposit is due. Owner also

Infrastructure Streets

agrees to provide the Suitable Future Bond in the amounts and for the purposes set forth in the New Subdivision Improvement Agreement, except that the amounts shall be calculated using the estimated cost of the Improvement as of the time of the substitution of security, as ascertained by the City.

c. Owner shall perform and complete the Improvements required by the New Subdivision Improvement Agreement, including without limitation, the requirement that, except as otherwise agreed by the CITY, Improvements that are secured by one or more payment and performance bonds shall be constructed within one (1) year after the date on which the DEVELOPER has delivered such payment and performance bonds to the CITY.

2. City's Performance.

Following City's approval and receipt of the substitute forms of security submitted by Owner pursuant to Paragraph 1(c) above and receipt of applicable Fees, City shall release the Property from the provisions of this Lien Contract, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.

3. Effect of Lien Contract.

a. From the date of recordation of this Lien Contract, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to secure and discharge all obligations contained in this Lien Contract and New Subdivision Improvement Agreement, and any Fees.

b. Unless written consent of the City is obtained, the Owner shall not convey, lien or encumber any portion of or interest in the Property covered by this Lien Contract until Suitable Future Bonds or some other form of alternative security acceptable to the City has been provided and this Lien Contract has been released.

c. So long as this Lien Contract is utilized for security as described herein, offers of dedication for street purposes on the Property will not be accepted by the City.

The City shall not have an obligation to subordinate its rights hereunder to any other lender or encumbrancer unless substitute security in the form of a bond or letter of credit satisfactory to City is secured by Owner.

4. Events of Default. Upon the occurrence of any one of the following events, Owner shall be deemed in default hereunder:

a. Failure by Owner to deposit fees for inspections, tests and other specific purposes or to substitute Suitable Future Bonds or other forms of security satisfactory to City within the time allotted and as prescribed by this Lien Contract.

b. Commencement of any work on the Improvements by Owner, its agents or employees, prior to substitution of acceptable security, including, without limitation, Suitable Future Bonds, with the City in place of this Lien Contract.

Infrastructure Streets

c. Failure by Owner to complete construction of the Improvements described in the New Subdivision Improvement Agreement within the time allotted and as prescribed in this Lien Contract, and otherwise extended pursuant to the terms of the New Subdivision Improvement Agreement.

d. The appointment, pursuant to an order of a court of competent jurisdiction, of a trustee, receiver or liquidator of the Property or any part thereof, or of Owner.

e. The filing by Owner of a petition in bankruptcy or for an arrangement or for reorganization pursuant to the Federal Bankruptcy Code or any similar law, federal or state, or the adjudication of Owner as a bankrupt or as insolvent by a decree of a court of competent jurisdiction, or the making of an assignment for the benefit of creditors, or the admission by Owner in writing of its inability to pay its debts generally as they become due, or the giving of consent by Owner to the appointment of a receiver or receivers of all or any part of its property, including the Property.

f. The filing by any of the creditors of Owner or the reorganization of Owner pursuant to the Federal Bankruptcy Code or any similar law, federal or state and the same is not discharged within ninety (90) days after the date of filing thereof.

g. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than Owner and such attachment or execution is not released within (60) days.

h. Sale of any lot or lots shown on the Map prior to release of the lien created by this Lien Contract, except as provided in Paragraph 3(b).

i. Failure of owner to pay the Fees described in Paragraph 1(a)(2) above, at the time required.

j. Breach by Owner of any other term or condition of this Lien Contract or the Subdivision Improvement Agreement, or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified herein.

k. Failure to pay prior to delinquency any taxes, assessments, fees or other amounts the payment of which are secured by a lien against part or all of the Property.

l. Failure of Owner to maintain liability insurance in the amount of at least \$2,000,000.00 per occurrence and in the aggregate on the Property naming City as an additional insured.

m. The occurrence of any waste, violation of an ordinance, violation of a condition of approval or nuisance on the Property which is not cured by Owner within thirty (30) days following written notice from City.

n. The breach or violation of any other subdivision improvement agreement, or lien contract between City and Owner beyond any applicable notice and cure period.

Infrastructure Streets

All references to Owner in this Paragraph 4 shall be deemed to include Owner's successors, assignees and transferees.

5. City's Remedies. Upon the occurrence of any of the events described in Paragraph 4, above, City may, at its option, declare all obligations, amounts and indebtedness secured hereby immediately due and payable without any presentment, demand, protest, or notice, and take one or more of the actions below:

a. Pursue any or all of the remedies provided in the New Subdivision Improvement Agreement;

b. Commence and maintain an action or actions to foreclose this lien by appropriate action in court or as provided by law for the non-judicial foreclosure of mortgages or deeds of trust under power of sale pursuant to California Civil Code Sections 2924, 2924(b) and 2924(c), and Owner agrees that the amount of said lien shall include attorneys' fees as provided in Paragraph 6(b) below. CITY will deposit with TRUSTEE this Lien Contract, the New Subdivision Improvement Agreement, and any receipts and evidence of expenditures made and secured as TRUSTEE may require. If notice of default has been given as then required by law, and after lapse of the time that may then be required by law, after recordation of the notice of default, TRUSTEE, without demand on OWNER, will, after notice of sale having been given as required by law, sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels as TRUSTEE determines, and in any order that it may determine, at public auction to the highest bidder. TRUSTEE may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time after that may postpone the sale by public announcement at the time fixed by the preceding postponement, and without further notice make the sale at the time fixed by the last postponement; or TRUSTEE may, in its discretion, give a new notice of sale. CITY may rescind any notice of default at any time before TRUSTEE's sale by executing a notice of rescission and recording it. The recordation of the notice will constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of obligations affected by any prior declaration or notice of default. The exercise by CITY of the right of rescission will not constitute a waiver of any default then existing or subsequently occurring, or impair the right of CITY to execute other declarations of default and demand for sale, or notices of default and of election to cause the Property to be sold, nor otherwise affect the Lien Contract, the New Subdivision Improvement Agreement, or any of the rights, obligations, or remedies of CITY or TRUSTEE. After sale, TRUSTEE will deliver to the purchaser its deed conveying the property sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts will be conclusive proof of their truthfulness. Any Person, including Owner, TRUSTEE, or CITY, may purchase at that sale. If allowed by law, CITY, if it is the purchaser, may turn in the New Subdivision Security Agreement at the amount owing on it toward payment of the purchase price (or for endorsement of the purchase price as a payment if the amount owing exceeds the purchase price). TRUSTEE, upon the sale, will make (without any covenant or warranty, express or implied), execute and, after due payment made, deliver to a purchaser and its heirs or assigns a deed or other record of interest, as the case may be, to the Property

Infrastructure Streets

sold, which will convey to the purchaser all the title and interest of Owner in the Property and will apply the proceeds of the sale in payment first, of the expenses of the sale together with the expenses of the trustee, including, without limitation, attorney fees, that will become due on any default made by OWNER, and also any sums that TRUSTEE or CITY have paid for procuring a search of the title to the Property subsequent to the execution of this Lien Contract; and second, of the Secured Obligations then remaining unpaid. TRUSTEE will pay the balance or surplus of the proceeds of sale, if any, to OWNER and its successors or assigns as its interests may appear;

c. Commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Owner hereunder, and Owner agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Owner waives the defense of laches and any applicable statute of limitations;

d. Estimate the cost of the work required to complete the Improvements which estimate shall be deemed a debt and obligation in a liquidated sum of Owner, and judicially or non-judicially foreclose said lien in said amount; and

e. Pursue any other remedy, legal or equitable including but not limited to those for the foreclosure of a lien, and Owner, its assigns, shall pay reasonable attorneys' fees as a cost in said proceedings.

6. General Provisions.

a. Recordation. This Lien Contract shall be recorded by City with the Recorder's Office of the County of Riverside immediately following execution of this Lien Contract by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property, pursuant to Government Code Section 66436, acknowledging subordination of their interests to this Lien Contract.

b. Attorneys' Fees. City shall be entitled to reasonable attorneys' fees, paralegal fees, and other charges, expenses and costs incurred in enforcing its rights under this Lien Contract.

c. Contingency. This Lien Contract shall not take effect until it has been approved by the City and recorded.

d. Entire Agreement. This Lien Contract together with all attachments and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

e. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Contract and the intentions of the parties.

Infrastructure Streets

f. **Governing Law.** This Lien Contract shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

g. **Headings.** The captions and Section headings used in this Lien Contract are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

h. **Modification, Waiver.** No modification, waiver, amendment or discharge of this Lien Contract shall be valid unless the same is in writing and signed by all parties.

i. **No Other Inducement.** The making, execution and delivery of this Lien Contract by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

j. **Severability.** If any term, provision, covenant or condition of this Lien Contract is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Contract shall not be affected thereby, and each term, provision, covenant or condition of this Lien Contract shall be valid, and enforceable to the fullest extent permitted by law.

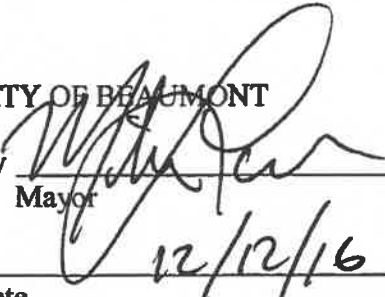
k. **Execution in Counterparts.** This Lien Contract may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

l. If City or the Trustee is made a party to or is threatened with any litigation concerning this Lien Contract or the New Subdivision Improvement Agreement the Property or any part thereof or interest therein, or the actions or omissions of Owner on the Property then Owner shall indemnify, defend and hold City and Trustee harmless for, from and against all liability by reason of said threat and/or litigation, including reasonable attorneys' fees and expenses incurred by City as a result of any such threat and/or litigation, whether or not any such threat and/or litigation is prosecuted to judgment; provided, however, that the indemnification to be provided by Owner to the City pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, et cetera, is the result of the sole negligence or sole willful misconduct of the City. City or Trustee may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach of the foregoing obligation by Owner, Owner shall pay City and Trustee reasonable attorneys' fees and expenses incurred by City or Trustee, whether or not an action is actually commenced against Owner or Trustee by reason of its breach.

Infrastructure Streets

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the day and year first written above.

CITY OF BEAUMONT

By 
Mayor *Michael LARA*

Date 12/12/16

Signature Page of Lien Contract

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF Riverside

On Dec 12, 16, before me, Nicole Wheelwright, Notary Public
(here insert name and title of the officer)

personally appeared Michael Lara

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Nicole Wheelwright
Signature




(Seal)

Signature Page of Lien Contract

DEVELOPER:

RSI COMMUNITIES – HEARTLAND LLC,
a Delaware limited liability company

By: 
Name: DARINUS FATAKIA
Title: VICE PRESIDENT LAND DEVELOPMENT

12/12/16
Date

Address: 620 Newport Center Drive, 12th Floor
Newport Beach, CA 92660

Signature Page of Lien Contract

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF Orange

On December 13, 2016, before me, Amber Larae Churchin, Notary Public,
(here insert name and title of the officer)

personally appeared Darius Fatakia

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]
Signature



(Seal)

Signature Page of Lien Contract

ATTACHMENT A**LEGAL DESCRIPTION OF PROPERTY**

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

PARCEL 1:

LOTS 1 THROUGH 69, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-1, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 443, PAGES 95 THROUGH 99, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOTS 1 THROUGH 59, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "G", INCLUSIVE, OF TRACT NO. 27971-2, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 443, PAGES 100 THROUGH 104, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

LOTS 1 THROUGH 84, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-3, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 1 THROUGH 5, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

LOTS 1 THROUGH 73, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-4, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 6 THROUGH 9, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

LOTS 1 THROUGH 127, INCLUSIVE, AND LETTERED LOTS A THROUGH J, INCLUSIVE, OF TRACT NO. 27971-5, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 448, PAGES 58 THROUGH 63, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6:

Attachment A – Legal Description

LOTS 1 THROUGH 72, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "E", INCLUSIVE, OF TRACT NO. 27971-6, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 10 THROUGH 14, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 7:

LOTS 1 THROUGH 63, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "E", INCLUSIVE, OF TRACT NO. 27971-7, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 15 THROUGH 19, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 8:

LOTS 1 THROUGH 83, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "G", INCLUSIVE, OF TRACT NO. 27971-8, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 20 THROUGH 24, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 9:

LOTS 1 THROUGH 102, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "F", INCLUSIVE, OF TRACT NO. 27971-9, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 25 THROUGH 30, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 10:

LOTS 1 THROUGH 153, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "J", INCLUSIVE, OF TRACT NO. 27971-10, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 31 THROUGH 36, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 11:

LOTS 1 THROUGH 66, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "D", INCLUSIVE, OF TRACT NO. 27971-11, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 37 THROUGH 40, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 12:

LOTS 1 THROUGH 67, INCLUSIVE, AND LETTERED LOTS "A" THROUGH "E", INCLUSIVE, OF TRACT NO. 27971-12, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 444, PAGES 41

Attachment A – Legal Description

THROUGH 44, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**PARCEL 13:
PARCELS 13, 14, 15, 16, 17, 18 AND 19 THROUGH 23, INCLUSIVE OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 67 THROUGH 76, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.**

**PARCEL 14:
LETTERED LOTS A THROUGH Z, AND AA OF PARCEL MAP NO. 34880, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 67 THROUGH 76, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.**

Attachment A – Legal Description

ATTACHMENT B
DESCRIPTION OF IMPROVEMENTS

Attachment B – Description of Improvements

Exhibit B

Description: Tract 27971 Infrastructure – Streets

Amount: \$4,575,000.00

Basic Gov (Sales Force) # 17-4110, 17-4111, 17-4112
File # 3122, 3121, 3130

EXHIBIT "A"

Bond No.: 1001054050
Premium: \$105,813.00/2 yrs.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities - California LLC, a Delaware limited liability company (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated September, 2017, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Seven million fifty four thousand two hundred eleven dollars and twenty six cents (\$7,054,211.26) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the 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 said agreement and any alteration thereof made as therein provided, on his or their 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 indemnify and save harmless the City, its 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 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 attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 13th, 2017.

PRINCIPAL:

SURETY:

RSI Communities - California LLC ,
a Delaware limited liability company

American Contractors Indemnity Company

By 

By 

Title Darius Fatakia
Vice President Land Development

Title Shane Wolf, Attorney-in-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On September 13, 2017 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

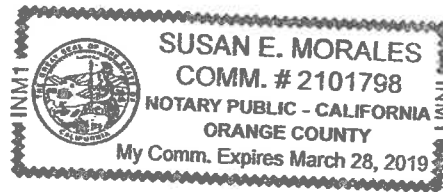
personally appeared Shane Wolf,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their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

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

WITNESS my hand and official seal.

Susan E. Morales
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001054050

(Title or description of attached document)

American Contractors Indemnity Co.

(Title or description of attached document continued)

Number of Pages 1 Document Date 9/13/17

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

Bond No.: 1001054050
Premium included with
the Performance Bond

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities - California LLC, a Delaware limited liability company (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated September, 2017, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971, which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California. (\$7,054,211.26)

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Seven million fifty four thousand two hundred eleven dollars and twenty six cents (\$7,054,211.26) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the 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 attorney's fees, incurred by the City in successfully enforcing this 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 inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., 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, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 13th, 20 17.

PRINCIPAL:

SURETY:

RSI Communities - California LLC
a Delaware limited liability company

American Contractors Indemnity Company

By 

By 

Title Darius Fatakia
Vice President Land Development

Title Shane Wolf, Attorney-in-Fact

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On September 13, 2017 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

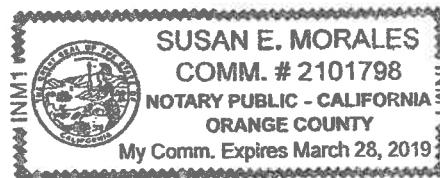
personally appeared Shane Wolf
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their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

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Bond #1001054050
(Title or description of attached document)
American Contractors Indemnity Co.
(Title or description of attached document continued)
Number of Pages 1 Document Date 9/13/17

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS That American Contractors Indemnity Company, a California corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies") do hereby these presents make, constitute and appoint:

Todd M. Rohm, Shane Wolf, Cathy S. Kennedy or Beata A. Sensi of Orange, California

its true and lawful Attorney(s)-in-fact, either in its separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Fifty Million***** Dollars (\$ *50,000,000.00*).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and defend the Company on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this ___ day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature] Daniel P. Aguilar, Vice President

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

State of California County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company and U.S. Specialty Insurance Company who proved to me the basis of his identity evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this ___ day of SEP 13 2017.

Corporate Seals



[Signature]

Kio Lo, Assistant Secretary

Bond No. 1001054050 Agency No. 16590

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)

County of ORANGE)

On September 15, 2017 before me, Virginia Reeder, Notary Public, personally appeared _____

Name(s) of Signer(s)

DARIUS FATAKIA,

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

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

WITNESS my hand and official seal.



Signature Virginia Reeder
Signature of Notary Public

Place Notary Seal Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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State of California)

County of ORANGE)

On September 15, 2017 before me, Virginia Reeder, Notary Public,
personally appeared _____

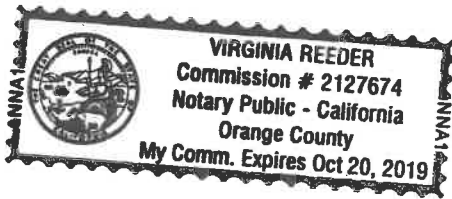
Name(s) of Signer(s)

DARIUS FATAKIA,

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

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

WITNESS my hand and official seal.



Signature Virginia Reeder
Signature of Notary Public

Place Notary Seal Above

Rev. 02/25/2015

Basic Gov (Sales Force) # 17-4110, 17-4111, 17-4112
 File # 3122, 3121, 3130

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
 FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
 (Tract Map/Parcel Map/Plot Plan No. 27971)**

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT (“CITY”) and RSI Communities - California LLC, a Delaware limited liability company (“DEVELOPER”).

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 27971, (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, “Improvements”); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER’s offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER’s sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER’s sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as Exhibit "A", in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as Exhibit "B" and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By 
Mayor

10/12/17
Date

DEVELOPER

By 

9/19/17
Date

Title: **Darius Fatakia**
Vice President Land Development

Address: _____

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

RSI Communities – California LLC
4695 MacArthur Court
Floor 8
Newport Beach, CA 92660
Attn: Legal Department

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RELEASE OF LIEN

That certain Lien Contract against RSI Communities-California LLC, as successor by merger to RSI Communities – Heartland LLC, a Delaware limited liability company recorded on February 23, 2017 as Instrument No. 2017-0076559 of Official Records of Riverside County, California is hereby fully satisfied, released and discharged.

The property affected by this release is described as follows:

See Exhibit "A"

Dated: July 29, 2019

CITY OF BEAUMONT

By: _____
Mayor

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 5: (414-510-001 THROUGH 414-520-070)

LOTS 1 THROUGH 127, INCLUSIVE, AND LETTERED LOTS A THROUGH J, INCLUSIVE, OF TRACT NO. 27971-5, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 448, PAGES 58 THROUGH 63, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DOC # 2017-0076559
02/23/2017 11:17 AM Fees: \$0.00
Page 1 of 15
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

**This document was electronically submitted
to the County of Riverside for recording**
Receipted by: SOPHIA #466

RECORDING REQUESTED BY

NAME: FNTG Builder Services 23015746-SG

WHEN RECORDED MAIL TO:

NAME: City of Beaumont, Attn: City Clerk

ADDRESS: 550 East 6th Street

CITY / STATE / ZIP: Beaumont, CA 92223

(DOCUMENT WILL ONLY BE RETURNED TO NAME & ADDRESS IDENTIFIED ABOVE)

(SPACE ABOVE FOR RECORDER'S USE)

Agreement
(DOCUMENT TITLE)

SEPARATE PAGE, PURSUANT TO CA. GOV'T. CODE 27361.6

Recording Requested by:
 FNTG Builder Services

23015746-56

* EXEMPT RECORDING
 REQUESTED BY AND WHEN
 RECORDED MAIL TO:

City of Beaumont
 Attention: City Clerk
 550 East 6th Street
 Beaumont, CA 92223

LIEN CONTRACT

(Lien Contract as Initial Security; Gov. Code Section 66499(a)(4))

THIS LIEN CONTRACT ("Lien Contract") is entered into this 16th day of December, 2016, by and between the CITY OF BEAUMONT, CALIFORNIA, a general law city ("City") and RSI COMMUNITIES – HEARTLAND, a Delaware limited liability company ("Owner").

RECITALS

A. A predecessor-in-interest of the Owner sought and obtained the City's approval of Tentative Tract Map No. 27971 (the "Map"). A copy of the Map is on file in the Office of the City Clerk and is incorporated herein by reference.

B. As a condition precedent to approval of Tract Map 27971-5 ("Final Map"), which Final Map was filed in Book 448, Pages 58 through 63, inclusive, of Maps, in the Office of the County Recorder of Riverside, California, LV Heartland LLC, a Delaware limited liability company ("LVH"), as predecessor-in-interest of the Owner, entered into that certain Agreement to Provide Security for Improvements for Tract Map or Parcel Map or Plot Plan dated July 17, 2014 ("Original Subdivision Improvement Agreement") to complete certain tasks and construct certain improvements as required by the Final Map and other entitlements including the Specific Plan and Final Environmental Impact Report applicable to the property subject to the Final Map ("Developer Obligations"). The Original Subdivision Improvement Agreement required LVH to provide security satisfactory to the City in accordance with and the Subdivision Map Act (Gov. Code, §§ 66462 and 66499).

C. The Developer Obligations remain outstanding and unperformed.

D. Owner and City have entered into that certain replacement Agreement to Provide Security for Improvements for Tract Map or Parcel Map or Plot Plan dated as of Dec. 16, 2016 ("New Subdivision Improvement Agreement") to replace the Original Subdivision Improvement Agreement and provide for the Owner's posting of new security in connection therewith.

E. City is authorized to accept the security proposed by Owner, known as a lien contract, under the provisions of Government Code Section 66499(a)(4) and, pursuant to the New Subdivision Improvement Agreement, City has agreed to accept the first lien on the terms and conditions hereof.

F. City has found and determined, pursuant to California Government Code Section 66499(a)(4) that "it would not be in the public interest to require the installation of the required improvement[s] sooner than two years after the recordation" of the Map.

NOW, THEREFORE, for good and valuable consideration, including the obligations herein and the trust herein created, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Owner's Performance.

a. Owner hereby grants to City, in accordance with the terms and conditions of this Lien Contract, a first lien upon the property described in Attachment "A" ("Property"), attached hereto, as security for the following obligations of Owner:

(1) Construction of the improvements ("Improvements") specified in the New Subdivision Improvement Agreement, in the estimated amount and for the purposes specified in Attachment "B" attached hereto; provided, however, that Owner's obligation hereunder shall extend to the actual cost of construction of the Improvements, notwithstanding that such costs may exceed the estimate set forth in Attachment "B"; and

(2) Payment of the fees or services ("Fees") required by the City in the amount required as a condition of approval of the Final Map.

(3) All of the Developer Obligations and the obligations of Owner under this Lien Contract and under the New Subdivision Improvement Agreement ("Obligations").

This lien secures said Improvements, Fees and Obligations (collectively, the "Secured Obligations").

b. For the purpose of securing payment and performance of the Secured Obligations, Owner hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Fidelity National Title ("Trustee"), as trustee, in trust, WITH POWER OF SALE TOGETHER WITH THE RIGHT OF ENTRY AND POSSESSION, for the benefit and security of the City, all present and future rights, titles, interests, estates, powers and privileges that Owner now has or may hereafter acquire in or to the Property. Prior to obtaining any type of permit, including a grading or building permit, or commencing the installation and construction of any portion of the Improvements required by the New Subdivision Improvement Agreement, whichever occurs first, Owner shall deposit fees for inspections, tests and other related purposes, and shall substitute payment and performance bonds in amounts satisfactory to the City ("Suitable Future Bond") in place of this Lien Contract. Owner shall make the deposits specified herein in the amounts prescribed for such purposes at the time the deposit is due. Owner also

agrees to provide the Suitable Future Bond in the amounts and for the purposes set forth in the New Subdivision Improvement Agreement, except that the amounts shall be calculated using the estimated cost of the Improvement as of the time of the substitution of security, as ascertained by the City.

c. Owner shall perform and complete the Improvements required by the New Subdivision Improvement Agreement, including without limitation, the requirement that, except as otherwise agreed by the CITY, Improvements that are secured by one or more payment and performance bonds shall be constructed within one (1) year after the date on which the DEVELOPER has delivered such payment and performance bonds to the CITY.

2. City's Performance.

Following City's approval and receipt of the substitute forms of security submitted by Owner pursuant to Paragraph 1(c) above and receipt of applicable Fees, City shall release the Property from the provisions of this Lien Contract, and shall execute any necessary release to enable Owner or its transferee to clear the record of title of the Property so released of the lien herein imposed.

3. Effect of Lien Contract.

a. From the date of recordation of this Lien Contract, a lien shall attach to the Property which shall have the priority of a judgment lien in an amount necessary to secure and discharge all obligations contained in this Lien Contract and New Subdivision Improvement Agreement, and any Fees.

b. Unless written consent of the City is obtained, the Owner shall not convey, lien or encumber any portion of or interest in the Property covered by this Lien Contract until Suitable Future Bonds or some other form of alternative security acceptable to the City has been provided and this Lien Contract has been released.

c. So long as this Lien Contract is utilized for security as described herein, offers of dedication for street purposes on the Property will not be accepted by the City.

The City shall not have an obligation to subordinate its rights hereunder to any other lender or encumbrancer unless substitute security in the form of a bond or letter of credit satisfactory to City is secured by Owner.

4. Events of Default. Upon the occurrence of any one of the following events, Owner shall be deemed in default hereunder:

a. Failure by Owner to deposit fees for inspections, tests and other specific purposes or to substitute Suitable Future Bonds or other forms of security satisfactory to City within the time allotted and as prescribed by this Lien Contract.

b. Commencement of any work on the Improvements by Owner, its agents or employees, prior to substitution of acceptable security, including, without limitation, Suitable Future Bonds, with the City in place of this Lien Contract.

c. Failure by Owner to complete construction of the Improvements described in the New Subdivision Improvement Agreement within the time allotted and as prescribed in this Lien Contract, and otherwise extended pursuant to the terms of the New Subdivision Improvement Agreement.

d. The appointment, pursuant to an order of a court of competent jurisdiction, of a trustee, receiver or liquidator of the Property or any part thereof, or of Owner.

e. The filing by Owner of a petition in bankruptcy or for an arrangement or for reorganization pursuant to the Federal Bankruptcy Code or any similar law, federal or state, or the adjudication of Owner as a bankrupt or as insolvent by a decree of a court of competent jurisdiction, or the making of an assignment for the benefit of creditors, or the admission by Owner in writing of its inability to pay its debts generally as they become due, or the giving of consent by Owner to the appointment of a receiver or receivers of all or any part of its property, including the Property.

f. The filing by any of the creditors of Owner or the reorganization of Owner pursuant to the Federal Bankruptcy Code or any similar law, federal or state and the same is not discharged within ninety (90) days after the date of filing thereof.

g. Levy of any attachment or writ of execution against Owner and the Property whereby the Property is taken or occupied or attempted to be taken or occupied by someone other than Owner and such attachment or execution is not released within (60) days.

h. Sale of any lot or lots shown on the Map prior to release of the lien created by this Lien Contract, except as provided in Paragraph 3(b).

i. Failure of owner to pay the Fees described in Paragraph 1(a)(2) above, at the time required.

j. Breach by Owner of any other term or condition of this Lien Contract or the Subdivision Improvement Agreement, or Owner's failure to fully and faithfully discharge its obligations hereunder within the time specified herein.

k. Failure to pay prior to delinquency any taxes, assessments, fees or other amounts the payment of which are secured by a lien against part or all of the Property.

l. Failure of Owner to maintain liability insurance in the amount of at least \$2,000,000.00 per occurrence and in the aggregate on the Property naming City as an additional insured.

m. The occurrence of any waste, violation of an ordinance, violation of a condition of approval or nuisance on the Property which is not cured by Owner within thirty (30) days following written notice from City.

n. The breach or violation of any other subdivision improvement agreement, or lien contract between City and Owner beyond any applicable notice and cure period.

All references to Owner in this Paragraph 4 shall be deemed to include Owner's successors, assignees and transferees.

5. City's Remedies. Upon the occurrence of any of the events described in Paragraph 4, above, City may, at its option, declare all obligations, amounts and indebtedness secured hereby immediately due and payable without any presentment, demand, protest, or notice, and take one or more of the actions below:

a. Pursue any or all of the remedies provided in the New Subdivision Improvement Agreement;

b. Commence and maintain an action or actions to foreclose this lien by appropriate action in court or as provided by law for the non-judicial foreclosure of mortgages or deeds of trust under power of sale pursuant to California Civil Code Sections 2924, 2924(b) and 2924(c), and Owner agrees that the amount of said lien shall include attorneys' fees as provided in Paragraph 6(b) below. CITY will deposit with TRUSTEE this Lien Contract, the New Subdivision Improvement Agreement, and any receipts and evidence of expenditures made and secured as TRUSTEE may require. If notice of default has been given as then required by law, and after lapse of the time that may then be required by law, after recordation of the notice of default, TRUSTEE, without demand on OWNER, will, after notice of sale having been given as required by law, sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels as TRUSTEE determines, and in any order that it may determine, at public auction to the highest bidder. TRUSTEE may postpone sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time after that may postpone the sale by public announcement at the time fixed by the preceding postponement, and without further notice make the sale at the time fixed by the last postponement; or TRUSTEE may, in its discretion, give a new notice of sale. CITY may rescind any notice of default at any time before TRUSTEE's sale by executing a notice of rescission and recording it. The recordation of the notice will constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of obligations affected by any prior declaration or notice of default. The exercise by CITY of the right of rescission will not constitute a waiver of any default then existing or subsequently occurring, or impair the right of CITY to execute other declarations of default and demand for sale, or notices of default and election to cause the Property to be sold, nor otherwise affect the Lien Contract, the New Subdivision Improvement Agreement, or any of the rights, obligations, or remedies of CITY or TRUSTEE. After sale, TRUSTEE will deliver to the purchaser its deed conveying the property sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts will be conclusive proof of their truthfulness. Any Person, including Owner, TRUSTEE, or CITY, may purchase at that sale. If allowed by law, CITY, if it is the purchaser, may turn in the New Subdivision Security Agreement at the amount owing on it toward payment of the purchase price (or for endorsement of the purchase price as a payment if the amount owing exceeds the purchase price). TRUSTEE, upon the sale, will make (without any covenant or warranty, express or implied), execute and, after due payment made, deliver to a purchaser and its heirs or assigns a deed or other record of interest, as the case may be, to the Property

sold, which will convey to the purchaser all the title and interest of Owner in the Property and will apply the proceeds of the sale in payment first, of the expenses of the sale together with the expenses of the trustee, including, without limitation, attorney fees, that will become due on any default made by OWNER, and also any sums that TRUSTEE or CITY have paid for procuring a search of the title to the Property subsequent to the execution of this Lien Contract; and second, of the Secured Obligations then remaining unpaid. TRUSTEE will pay the balance or surplus of the proceeds of sale, if any, to OWNER and its successors or assigns as its interests may appear;

c. Commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Owner hereunder, and Owner agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Owner waives the defense of laches and any applicable statute of limitations;

d. Estimate the cost of the work required to complete the Improvements which estimate shall be deemed a debt and obligation in a liquidated sum of Owner, and judicially or non-judicially foreclose said lien in said amount; and

e. Pursue any other remedy, legal or equitable including but not limited to those for the foreclosure of a lien, and Owner, its assigns, shall pay reasonable attorneys' fees as a cost in said proceedings.

6. General Provisions.

a. Recordation. This Lien Contract shall be recorded by City with the Recorder's Office of the County of Riverside immediately following execution of this Lien Contract by (1) all parties hereto, and (2) all parties having any record title interest in the subject real property, pursuant to Government Code Section 66436, acknowledging subordination of their interests to this Lien Contract.

b. Attorneys' Fees. City shall be entitled to reasonable attorneys' fees, paralegal fees, and other charges, expenses and costs incurred in enforcing its rights under this Lien Contract.

c. Contingency. This Lien Contract shall not take effect until it has been approved by the City and recorded.

d. Entire Agreement. This Lien Contract together with all attachments and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

e. Further Assurances. The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Lien Contract and the intentions of the parties.

f. Governing Law. This Lien Contract shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

g. Headings. The captions and Section headings used in this Lien Contract are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

h. Modification, Waiver. No modification, waiver, amendment or discharge of this Lien Contract shall be valid unless the same is in writing and signed by all parties.

i. No Other Inducement. The making, execution and delivery of this Lien Contract by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

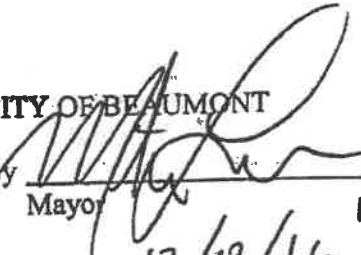
j. Severability. If any term, provision, covenant or condition of this Lien Contract is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Lien Contract shall not be affected thereby, and each term, provision, covenant or condition of this Lien Contract shall be valid, and enforceable to the fullest extent permitted by law.

k. Execution in Counterparts. This Lien Contract may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

l. If City or the Trustee is made a party to or is threatened with any litigation concerning this Lien Contract or the New Subdivision Improvement Agreement the Property or any part thereof or interest therein, or the actions or omissions of Owner on the Property then Owner shall indemnify, defend and hold City and Trustee harmless for, from and against all liability by reason of said threat and/or litigation, including reasonable attorneys' fees and expenses incurred by City as a result of any such threat and/or litigation, whether or not any such threat and/or litigation is prosecuted to judgment; provided, however, that the indemnification to be provided by Owner to the City pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, et cetera, is the result of the sole negligence or sole willful misconduct of the City. City or Trustee may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach of the foregoing obligation by Owner, Owner shall pay City and Trustee reasonable attorneys' fees and expenses incurred by City or Trustee, whether or not an action is actually commenced against Owner or Trustee by reason of its breach.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the day and year first written above.

CITY OF BEAUMONT

By  _____
Mayor Michael Lara

Date 12/12/16 _____

Signature Page of Lien Contract

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF Riverside

On Dec 12, 11, before me, Nicole Wheelwright, Notary Public
(here insert name and title of the officer)

personally appeared Michael Lara

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Nicole Wheelwright
Signature




(Seal)

Signature Page of Lien Contract

DEVELOPER:

RSI COMMUNITIES – HEARTLAND LLC,
a Delaware limited liability company

By: 
Name: DARIUS FATIMA
Title: VICE PRESIDENT LAND DEVELOPMENT

12/12/16
Date

Address: 620 Newport Center Drive, 12th Floor
Newport Beach, CA 92660

Signature Page of Lien Contract

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF Orange

On December 13, 2016, before me, Amber Larae Churchin, Notary Public,
(here insert name and title of the officer)

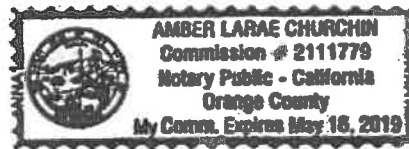
personally appeared Darius Fatah

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

[Handwritten Signature]
Signature



(Seal)

Signature Page of Lien Contract

ATTACHMENT A

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 5:

LOTS 1 THROUGH 127, INCLUSIVE, AND LETTERED LOTS A THROUGH J, INCLUSIVE, OF TRACT NO. 27971-5, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 448, PAGES 58 THROUGH 63, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Attachment A – Legal Description

ATTACHMENT B
DESCRIPTION OF IMPROVEMENTS

Attachment B – Description of Improvements

Exhibit B

Description: Tract 27971-5 Street, storm drain, sewer, water and recycled water

Amount:	Streets, drainage	\$1,346,862.75
	Sewer	\$352,348.50
	Water	\$395,458.55
	Total:	\$2,094,669.80
	Warranty Retention	\$471,300.71
	Street/Drainage Plan Check Fees	\$26,937.26
	Sewer Plan Check Fees	\$8,808.71
	Street Inspection Fees	\$40,405.88
	Sewer Inspection Fees	\$14,093.94
	Monumentation (126 lots)	\$49,400.00

Rev. 02/25/2015

Basic Gov (Sales Force) # 2078
 File # _____

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
 FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
 (Tract Map/Parcel Map/Plot Plan No. 27971-5)**

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT (“CITY”) and RSI Communities-California LLC, a Delaware limited liability company (“DEVELOPER”).

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 27971-5, (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, “Improvements”); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER’s offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER’s sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER’s sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By  _____
Mayor

9/17/19
Date

DEVELOPER

By RSI Communities-California LLC

10/26/18
Date

 _____
Title: Vice President Forward Planning

Address:
680 Newport Center Drive, 3F
Newport Beach, CA 92660

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }
On 11/08/18 before me, Jessica R Falsetta - Notary Public
Date Here Insert Name and Title of the Officer
personally appeared James Holas
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document:
Title or Type of Document: PAS Monument Bond
Document Date: 11/08/18 Number of Pages: _____
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian of Conservator
 Other: _____
Signer is Representing: _____
Signer's Name: _____
 Corporate Officer – Title(s): _____
 Partner – Limited General
 Individual Attorney in Fact
 Trustee Guardian of Conservator
 Other: _____
Signer is Representing: _____

Basic Gov (Sales Force) # _____
File # _____

Bond #1155912
Premium: \$711.00/2 yrs.

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities - California LLC, a Delaware limited liability company (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map, #27971-5 dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, No.27971-5, which is hereby incorporated herein and made a part hereof; and Final Monumentation.

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Lexon Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Forty-Nine Thousand Four Hundred & NO/100ths (\$49,400.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the 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 said agreement and any alteration thereof made as therein provided, on his or their 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 indemnify and save harmless the City, its 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 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 attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 1st, 2018.

PRINCIPAL:

RSI Communities - California LLC,
a Delaware limited liability company

By _____

Title _____

Darius Fatakia
Vice President Land Development

SURETY:

Lexon Insurance Company

By _____

Title Beata A. Sensi, Attorney-in-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On March 1, 2018 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

EXHIBIT "B"

Bond #1155912
Premium included with
the Performance Bond

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities - California LLC, a Delaware limited liability company (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map #27971-5, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, No. 27971-5, which is hereby incorporated herein and made a part hereof; and **Final Monumentation**.

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of **Forty-Nine Thousand Four Hundred & NO/100ths (\$49,400.00)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the 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 attorney's fees, incurred by the City in successfully enforcing this 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 inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., 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, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 1st, 20 18.

PRINCIPAL:

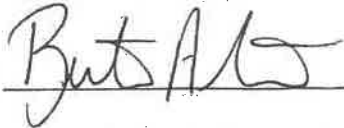
RSI Communities - California LLC,
a Delaware limited liability company

By 

Title Darius Fatakia
Vice President Land Development

SURETY:

American Contractors Indemnity Company

By 

Title Beata A. Sensi, Attorney-in-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On March 1, 2018 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal,

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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 - ◆ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ◆ Indicate title or type of attached document, number of pages and date.
 - ◆ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

LX- 319029

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Todd M. Rohm, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Shane Wolf its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY



BY [Signature]
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public - State of Tennessee
Davidson County
My Commission Expires 07-08-19.

BY [Signature]
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this _____ Day of _____, 20 MAR - 1 2018



BY [Signature]
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance 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."

Basic Gov (Sales Force)# _____
File# _____

Bond #1155912
Premium: \$711.00/2 yrs.

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities - California LLC, a Delaware limited liability company (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map, #27971-5 dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, No.27971-5, which is hereby incorporated herein and made a part hereof; and Final Monumentation.

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Lexon Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Forty-Nine Thousand Four Hundred & No/100ths (\$49,400.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the 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 said agreement and any alteration thereof made as therein provided, on his or their 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 indemnify and save harmless the City, its 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 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 attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 1st, 2018.

PRINCIPAL:

RSI Communities - California LLC,
a Delaware limited liability company

By 

Title Darius Fatakia
Vice President Land Development

SURETY:

Lexon Insurance Company

By 

Title Beata A. Sensi, Attorney-in-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On March 1, 2018 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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 - ◆ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT "B"

Bond #1155912
Premium included with
the Performance Bond

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities - California LLC, a Delaware limited liability company (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map #27971-5, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, No. 27971-5, which is hereby incorporated herein and made a part hereof; and Final Monumentation.

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Forty-Nine Thousand Four Hundred & NO/100ths (\$49,400.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the 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 attorney's fees, incurred by the City in successfully enforcing this 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 inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., 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, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 1st, 2018.

PRINCIPAL:

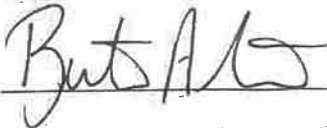
RSI Communities - California LLC,
a Delaware limited liability company

By 

Title Darius Fatakia
Vice President Land Development

SURETY:

American Contractors Indemnity Company

By 

Title Beata A. Sensi, Attorney-in-Fact

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On March 1, 2018 before me, Susan E. Morales, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document) _____

(Title or description of attached document continued) _____

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

LX- 319029

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Todd M. Rohm, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Shane Wolf its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$5,000,000.00, Five Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY



BY [Signature]
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public - State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY [Signature]
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this _____ Day of _____, 20 MAR - 1 2018



BY [Signature]
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance 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."

Rev. 02/25/2015

Basic Gov (Sales Force) # 17-4156
 File # 3138

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
 FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
 (Tract Map/Parcel Map/Plot Plan No. 27971-5)**

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT (“CITY”) and RSI Communities - California LLC, a Delaware limited liability company (“DEVELOPER”).

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 27971-5 (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, “Improvements”); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER’s offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER’s sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER’s sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as Exhibit "A", in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as Exhibit "B" and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of \$350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By 
Mayor

10/12/17
Date

DEVELOPER

By 

9/19/17
Date

Title: **Darius Fatakia**
Vice President Land Development

Address: _____

Basic Gov (Sales Force) # 17-4156
File # _____

EXHIBIT "A"

Bond No.: 1001054054
Premium: \$19,065.00/2 yrs.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities - California LLC, a Delaware limited liability company (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated September, 2017, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971-5, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One million two hundred seventy one thousand thirty one dollar and eighteen cents (\$1,271,031.18) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the 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 said agreement and any alteration thereof made as therein provided, on his or their 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 indemnify and save harmless the City, its 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 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 attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 13th, 2017.

PRINCIPAL:

SURETY:

RSI Communities - California LLC,
a Delaware limited liability company

American Contractors Indemnity Company

By 

By 

Title Darius Fatakia
Vice President Land Development

Title Shane Wolf, Attorney-in-Fact

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On September 13, 2017 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

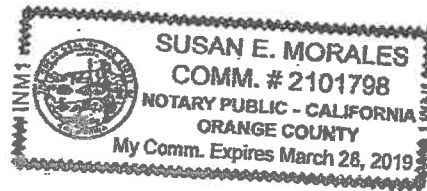
personally appeared Shane Wolf,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001054054
(Title or description of attached document)

American Contractors Indemnity Co.
(Title or description of attached document continued)

Number of Pages 1 Document Date 9/13/17

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

_____ (Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

Bond No.: 1001054054
Premium included with
the Performance Bond

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities - California LLC, a Delaware limited liability company (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated September, 2017, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971-5, which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California. (\$7,054,211.26)

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of One million two hundred seventy one thousand thirty one dollar and eighteen cents (\$1,271,031.18) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the 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 attorney's fees, incurred by the City in successfully enforcing this 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 inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., 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, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 13th, 20 17.

PRINCIPAL:

RSI Communities - California LLC,
a Delaware limited liability company

By 

Title Darius Fatakia
Vice President Land Development

SURETY:

American Contractors Indemnity Company

By 

Title Shane Wolf, Attorney-in-Fact

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On September 13, 2017 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

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

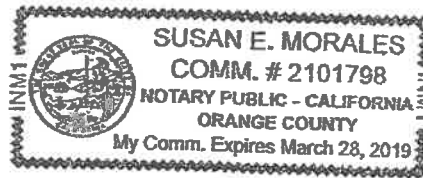
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001054054
(Title or description of attached document)

American Contractors Indemnity Co.
(Title or description of attached document continued)

Number of Pages 1 Document Date 9/13/17

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

VOID

VOID

VOID

VOID

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that American Contractors Indemnity Company, a California corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do hereby presents make, constitute and appoint

Todd M. Rohm, Shane Wolf, Cathy S. Kennedy or Beata A. Sensi of Orange, California

its true and lawful attorney(s)-in-fact, either in their several capacities if more than one is named above, with full power and authority hereby conferred in his name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Fifty Million***** Dollars (\$ *50,000,000.00*).

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Company Secretary.

It is Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto, in the name of any power of attorney, or certificate bearing the same signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seal



By:

[Signature] Daniel P. Aguilar, Vice President

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

State of California County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company and U.S. Specialty Insurance Company who proved to me, on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that he by his signature was the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

[Signature]



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set forth in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California, this 13th day of SEP 13 2017.

Corporate Seal



[Signature]

Kio Lo, Assistant Secretary

Send No. 1011059054 Agency No. 16590

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)

County of ORANGE)

On September 15, 2017 before me, Virginia Reeder, Notary Public,
personally appeared _____

Name(s) of Signer(s)

DARIUS FATAKIA,

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



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

WITNESS my hand and official seal.

Signature Virginia Reeder
Signature of Notary Public

Place Notary Seal Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)

County of ORANGE)

On September 15, 2017 before me, Virginia Reeder, Notary Public,
personally appeared _____

Name(s) of Signer(s)

DARIUS FATAKIA,

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

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

WITNESS my hand and official seal.



Signature Virginia Reeder
Signature of Notary Public

Place Notary Seal Above

Basic Gov (Sales Force) # 17-4157
File # 3109

Bond Number: PB03010405608
Premium: \$1,729.00

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities-California LLC, a Delaware limited liability company (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract 27971-5, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971-5, which is hereby incorporated herein and made a part hereof; and Sewer Improvements.

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Philadelphia Indemnity Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Four Hundred Thirty Two Thousand Two Hundred Ninety Seven and 65/100 dollars (\$ 432,297.65) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the 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 said agreement and any alteration thereof made as therein provided, on his or their 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 indemnify and save harmless the City, its 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.

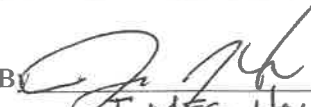
As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on November 6, 2018.


PRINCIPAL:

RSI Communities - California LLC

By 
JAMES HOLAS
Title VICE PRESIDENT FORWARD PLANNING

SURETY:

Philadelphia Indemnity Insurance Company

By 
Michelle Haase, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }
On 11/08/18 before me, Jessica R. Faldeita - Notary Public
Date Here Insert Name and Title of the Officer
personally appeared James Holas
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document: PAS Street ? Drainage Performance
Title or Type of Document:
Document Date: 11/08/18 Number of Pages:
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian of Conservator
[] Other:
Signer is Representing:

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On NOV 06 2018 before me, Gina L. Garner, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.


Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

NOV 06 2018

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 20_____.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bond Number: PB03010405608
Premium: included in performance bond

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities - California LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971-5, which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Four Hundred Thirty Two Thousand Two Hundred Ninety Seven 65/100 dollars (\$ 432,297.65), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the 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 attorney's fees, incurred by the City in successfully enforcing this 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 inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., 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, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on November 6, 20 18.

PRINCIPAL:

RSI Communities - California LLC

By

JAMES HOLAS

Title

SURETY:

Philadelphia Indemnity Insurance Company

By

Michelle Haase

Title

Michelle Haase, Attorney-In-Fact

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On NOV 06 2018 before me, Gina L. Garner, Notary Public
(Here insert name and title of the officer)

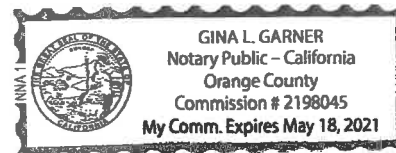
personally appeared Michelle Haase
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.


Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Riverside

On 11/06/18 before me, Jessica R. Faldetta - Notary Public

personally appeared James Holas
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: PAS Street Drainage Payment
Document Date: 11/06/18 Number of Pages: _____
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: Morgan Knopp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

(Notary Seal)

NOV 06 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 20 _____.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: Tract 27971-5 Street, Storm Drain, and Sewer
DATE: 9-Feb-17

PP, CUP NO.: _____ BY: _____, P.E.

IMPROVEMENTS FAITHFUL PERFORMANCE 100%
LABOR & MATERIALS SECURITY 100%

Construction Costs)	
Streets/Drainage	\$ 1,271,031.18
Sewer	\$ 432,297.65
Total	\$ 1,703,328.83
Warranty Retention (22.5%)	\$ 383,248.99
Street/Drainage Plan Check Fees =	\$ 25,420.62
Sewer Plan Check Fees =	\$ 10,807.44
Street Inspection Fees =	\$ 38,130.94
Sewer Inspection Fees =	\$ 17,291.91

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

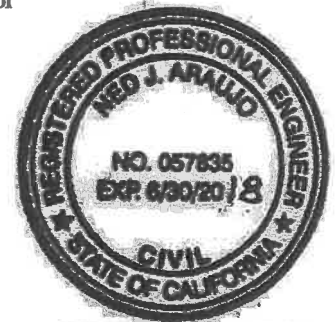
Above amounts do include additional 20% for recordation prior to having signed plans

Above amounts do not include additional 20% for recordation prior to having signed plans

Ned J. Arnajo
Engineer's Signature

9 FEB 2017
Date

NED J. ARNAJO, P.E.
Name typed or printed



Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 01/02/2017

*****PLEASE READ INSTRUCTIONS BELOW*****

- Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".
- Show Bond Amounts to the nearest \$500.
- For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-5 Street, Storm Drain, and Sewer

DATE: 9-Feb-17

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	\$ 7.50	\$ -
	EA.	Remove Barricade	\$ 200.00	\$ -
2,954	TON	Asphalt Concrete - 144 lbs/cu. Ft. (164,130 OnSite SF @ 0.25')	\$ 90.00	\$ 265,860
3,292	C.Y.	Aggregate Base Class II (164,130 OnSite SF @ 6.5")	\$ 50.00	\$ 164,600
6	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (164,130 OnSite SF)	\$ 600.00	\$ 3,600
		apply at 0.05 + 0.03 = 0.08 gal/SY		\$ -
	S.F.	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	\$ 0.90	\$ -
	S.F.	Remove A.C. Pavement	\$ 1.45	\$ -
	L.F.	Curb and Gutter (Wedge Curb)	\$ 12.00	\$ -
8,870	L.F.	Curb and Gutter (Type A-6)	\$ 15.00	\$ 133,050
	L.F.	Curb and Gutter (Type A-8)	\$ 17.00	\$ -
	L.F.	Type "C" Curb	\$ 12.00	\$ -
	L.F.	Type "D" Curb	\$ 15.00	\$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	\$ 10.00	\$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	\$ 15.00	\$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ -
55,620	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 333,720
	SF	P.C.C. Drive Approach	\$ 8.00	\$ -
20	EA.	Handicapped Access Ramp	\$ 2,000.00	\$ 40,000
	S.F.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	\$ 12.00	\$ -
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$ 4.00	\$ -
				\$ -
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-5 Street, Storm Drain, and Sewer

DATE: 9-Feb-17

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
9	EA.	Street Name Sign	\$ 400.00	\$ 3,600
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	\$ 40.00	\$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	\$ 45.00	\$ -
	L.F.	Barricades	\$ 100.00	\$ -
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	\$ 10.00	\$ -
	L.F.	Chain Link Fence (6')	\$ 80.00	\$ -
	L.F.	Remove Fence	\$ 4.00	\$ -
	EA.	Remove Power Pole	\$ 1,200.00	\$ -
15	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ 75,000
143	EA.	Street Trees (15 gallon)	\$ 150.00	\$ 21,450
	L.S.	Landscape and Irrigation	\$ -	\$ -
	EA.	Concrete Bulkhead	\$ 200.00	\$ -
	C.Y.	Structural Reinforced Concrete	\$ 400.00	\$ -
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ -
	L.F.	Cut Off Wall (Std. 2')	\$ 5.50	\$ -
	EA.	A.C. Overside Drain	\$ 800.00	\$ -
	EA.	Under Sidewalk Drain	\$ 2,000.00	\$ -
	S.F.	Terrace Drains and Down Drains	\$ 6.50	\$ -
	S.F.	Interceptor Drains	\$ 6.50	\$ -
9	EA.	Gutter Depression for Curb Opening Catchbasin	\$ 1,500.00	\$ 13,500
	EA.	Access Driveway for Storm Drain at Cul-de-Sac	\$ 640.00	\$ -
10	EA.	"STOP" Pavement Marking	\$ 200.00	\$ 2,000
175	L.F.	Limit Line	\$ 2.00	\$ 350
10	EA.	RI "STOP SIGN"	\$ 250.00	\$ 2,500
7	EA.	W53 "NOT A THROUGH STREET" Sign	\$ 250.00	\$ 1,750
				\$ -
				\$ -
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-5 Street, Storm Drain, and Sewer

DATE: 9-Feb-17

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ -
	C.Y.	Rip Rap (1 Ton) Method B	\$ 50.00	\$ -
	C.Y.	Rip Rap (2 Ton) Method B	\$ 55.00	\$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 60.00	\$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 67.00	\$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	\$ 75.00	\$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 80.00	\$ -
	L.F.	18" R.C.P.	\$ 113.00	\$ -
	L.F.	24" R.C.P.	\$ 140.00	\$ -
	L.F.	30" R.C.P.	\$ 150.00	\$ -
	L.F.	36" R.C.P.	\$ 155.00	\$ -
	L.F.	42" R.C.P.	\$ 160.00	\$ -
	L.F.	48." RCP	\$ 165.00	\$ -
	L.F.	54" RCP	\$ 170.00	\$ -
	L.F.	60" RCP	\$ 175.00	\$ -
	L.F.	72" RCP	\$ 250.00	\$ -
	0.001		\$ 1.00	\$ -
	L.F.		\$ 1.00	\$ -
	EA.	HD.P.E. Clean Out	\$ 400.00	\$ -
	EA.	Drain Basin	\$ 500.00	\$ -
	EA.	Curb Outlet	\$ 3,000.00	\$ -
	EA.	Fossil Filters	\$ 500.00	\$ -
	EA.	18" C.M.P. Wye	\$ 500.00	\$ -
	EA.	Riprap Headwall	\$ 1,000.00	\$ -
	EA.	Concrete Collar	\$ 500.00	\$ -
	EA.	Outlet Structure	\$ 10,000.00	\$ -
	EA.			\$ -
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-5 Street, Storm Drain, and Sewer

DATE: 9-Feb-17

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	\$ 120.00	\$ -
	EA.	Catch Basin W = 4'	\$ 2,200.00	\$ -
	EA.	Catch Basin W = 7'	\$ 4,000.00	\$ -
	EA.	Catch Basin W = 10'	\$ 6,000.00	\$ -
	EA.	Catch Basin W = 14'	\$ 7,800.00	\$ -
	EA.	Catch Basin W = 21'	\$ 12,000.00	\$ -
	EA.	Type IX Inlet	\$ 3,000.00	\$ -
	EA.	Type X Inlet	\$ 3,000.00	\$ -
	EA.	Junction Structure No. 1	\$ 3,000.00	\$ -
	EA.	Junction Structure No. 2	\$ 3,000.00	\$ -
	EA.	Junction Structure No. 6	\$ 3,700.00	\$ -
	EA.	Transition Structure No. 1	\$ 12,500.00	\$ -
	EA.	Transition Structure No. 3	\$ 2,700.00	\$ -
	EA.	Manhole No. 1	\$ 2,700.00	\$ -
	EA.	Manhole No. 2	\$ 3,300.00	\$ -
	EA.	Manhole No. 3	\$ 2,700.00	\$ -
	EA.	Manhole No. 4	\$ 5,000.00	\$ -
	EA.	Adjust Water Valve (if no water plan)	\$ 250.00	\$ -
	EA.	Adjust MH to grade (if no sewer plan)	\$ 600.00	\$ -
	EA.	Headwall	\$ 5,000.00	\$ -
		Remove & Dispose of Interfering 30" Storm Drain		
	L.S.	and 36" Riser	\$ 700.00	\$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	\$ 12,000.00	\$ -
	L.F.	and Concrete Bulkhead	\$ 30.00	\$ -
	EA.	Outlet Structure (Line A & B)	\$ 7,000.00	\$ -
	EA.	Remove Existing Headwall	\$ 1,500.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

**CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET**

PROJECT: Tract 27971-5 Street, Storm Drain, and Sewer

DATE: 9-Feb-17

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	\$ 5,000.00	\$ -
	LS	Concrete Inlet Apron	\$ 11,000.00	\$ -
	LS	Emergency Spillway	\$ 27,000.00	\$ -
	LS	84" Storm Drain Grate	\$ 8,500.00	\$ -
	SF	3' Wide V-Gutter (945 LF)	\$ 7.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Subtotal: \$ -

A.	Subtotal	<u>\$ 1,105,245</u>
B.	Contingency (15%)	<u>\$ 165,787</u>
C.	Streets/Drainage Total (A + B)	<u>\$ 1,271,031</u>

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-5 Street, Storm Drain, and Sewer

DATE: 9-Feb-17

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" V.C.P. (45 Lots @ 25' Avg. Length & 5' for cleanout)	\$ 15.00	\$ -
	L.F.	4" P.V.C. Force Main & Fittings	\$ 26.00	\$ -
	L.F.	8" V.C.P.	\$ 30.00	\$ -
	L.F.	10" V.C.P.	\$ 35.00	\$ -
	L.F.	12" V.C.P.	\$ 40.00	\$ -
	L.F.	15" V.C.P.	\$ 50.00	\$ -
25	EA.	Standard or Terminus Manholes	\$ 2,500.00	\$ 62,500
	EA.	Drop Manholes	\$ 4,000.00	\$ -
	EA.	Cleanouts	\$ 500.00	\$ -
	EA.	Sewer Y's	\$ 30.00	\$ -
	EA.	Chimneys	\$ 400.00	\$ -
25	EA.	Adjust M.H. to grade	\$ 500.00	\$ 12,500
	L.F.	Concrete Encasement	\$ 35.00	\$ -
	EA.	4" P.V.C. Misc. Fittings	\$ 120.00	\$ -
	L.F.	Sewer Pipe Sleeving	\$ 45.00	\$ -
	EA.	Sewer Lift Station		\$ -
69	EA.	Backflow prevention device	\$ 400.00	\$ 27,600
3,818	L.F.	4" P.V.C Sewer Lateral	\$ 17.00	\$ 64,906
5,943	L.F.	8" P.V.C.	\$ 35.00	\$ 208,005
1	E.A.	8" P.V.C. Misc. Fittings and Plugs	\$ 200.00	\$ 200
1	EA.	Remove 8" Plug	\$ 200.00	\$ 200
				\$ -

A.	Subtotal	\$ 375,911
B.	Contingency (15% x A)	\$ 56,387
C.	Sewer Total (A + B)	\$ 432,298



Staff Report

TO: Mayor and City Council Members

FROM: Kristine Day, Assistant City Manager

DATE: October 1, 2019

SUBJECT: Approval of the Pretreatment Facilities Agreement with Perricone Juices

Background and Analysis:

As part of the City's Wastewater Treatment Plant Salt Mitigation Upgrade, the City initiated a collaborative effort with local significant wastewater dischargers to improve water quality at the source with the goal of minimizing impacts and resulting costs at the City's Wastewater Treatment Plant (WWTP). In addition to minimizing impacts at the WWTP, revised water quality limits, monitoring and enforcement actions are necessary to meet the stringent discharge requirements for the brine line owned and operated by the Santa Ana Watershed Protection Agency. This connection is vital to the success of the City's Salt Mitigation Upgrade which relies on this pipeline to dispose of salt from the watershed.

Since 1995, Perricone Farms has operated a juice processing plant in the City of Beaumont as a significant wastewater discharger. The City began discussions with Perricone Farms in 2018 and have negotiated the Pretreatment Facilities Agreement (Exhibit A). The Agreement authorizes the City to utilize an interim wastewater rate in return for Perricone investing approximately \$3 million in onsite wastewater treatment equipment resulting in an improved effluent water quality. The interim rate reflects an overall annual revenue increase of 20% over the estimated revenue from Perricone Farms in the City's Sewer Rate Study (June 2018). This agreement provides adequate time and rate stabilization for Perricone Farms to implement the necessary equipment to equalize and treat wastewater flows onsite which benefits operations at the City's WWTP. The agreement includes provisions requiring Perricone to meet schedule milestones, performance requirements and minimum investment thresholds or face financial penalties.

Fiscal Impact:

Staff cost to prepare this report and agreement is approximately \$600.00.

Recommendation:

City Council authorize the City Manager to execute the attached Pretreatment Facilities Agreement.

A handwritten signature in blue ink, appearing to be 'TP', is positioned above the text identifying the City Manager.

City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Pretreatment Agreement](#)

PRETREATMENT FACILITIES AGREEMENT

THIS PRETREATMENT FACILITIES AGREEMENT (the “Agreement”), dated as of September ____, 2019, is by and among the CITY OF BEAUMONT, a general law city (the “City”), and Beaumont Juice, Inc., a California corporation, dba PERRICONE JUICES (the “Owner”).

RECITALS

- A. Owner owns and operates the citrus juice processing plant located at 550 B Street, Beaumont, CA 92223 (“Project”), the legal description of which is attached as **Exhibit “A”**, and made a part hereof by this reference.
- B. Owner holds a discharge permit to discharge to the City’ Public Owned Treatment Works (“POTW”) pursuant to Sections 13.08.300 et seq. of the Beaumont Municipal Code, as such permit may hereafter be modified or changed in accordance with applicable law (“Discharge Permit”).
- C. City regulates discharges into its sanitary sewer system under the Discharge Permit, Beaumont Municipal Code Chapter 13.04, 13.08, 13.09, 13.20 and Government Code Section 54725 et. seq. and is required to comply with wastewater discharge requirements imposed by the California Regional Water Quality Control Board, Santa Ana Region, Orange County Sanitation District and applicable State and Federal laws including the Clean Water Act (33 U.S.C. 1251 et seq.) the General Pretreatment Regulations (40 CFR 403 et. seq.) (collectively “Discharge Regulations”).
- D. The City has the authority under Section 13.20.250 and 13.20.255 of the Municipal Code to require the installation of control technology (pretreatment equipment and monitoring facilities).
- E. Prior to the execution of this Agreement, the City issued letters of noncompliance to Owner regarding violations of the City’s Wastewater Regulations, Beaumont Municipal Code Chapter 13.20. Without limitation violations include improper *ph*, excessive TDS and BOD, slug loading, failure to monitor and report, failure to maintain systems.
- F. Owner has determined that certain improvements to the Owner’s waste water pre-treatment facilities (“Facilities”), as described in the letter from Owner’s engineering firm, Gannett Fleming, dated March 25, 2019 (“Gannett Letter”) attached hereto and made a part hereof by this reference as **Exhibit “B”**, will allow the Project to comply with applicable law.
- G. Owner is required to pay certain monthly sewer service charges under Beaumont Municipal Code Chapter 13.08.180 et. seq. and implementing resolutions.

ARTICLE I CONSTRUCTION OF FACILITIES

Section 1.1 Facilities Construction. Owner agrees to construct the improvements and facilities described in the letter from Owner’s engineering firm, Gannett Fleming, dated March 25, 2019 (“**Gannett Letter**”) entitled “Interim Solution for Expedited Compliance” and “Permanent Solution” in a good and workman-like manner according to the Implementation Schedule therein (Table 10). Owner represents that the Interim Solution for Expedited Compliance will attain a

minimum level of compliance as specified in Table 5 Gannett Letter. Owner represents that the Permanent Solution will attain a minimum level of compliance as specified in Table 8 of the Gannett Letter and in accordance with the Discharge Permit issued by the City. The Interim Solution for Expedited Compliance and the Permanent Solution are hereinafter defined as the “**Facilities**”. The Project is within the Service Area of the City’s wastewater treatment and disposal system, and the City and the Owner will benefit from a coordinated plan of design, engineering and construction of the Facilities. The Facilities shall be commenced on the date specified in Gannett Letter and the facilities including and Discrete Components shall be completed on or before the applicable completion date or completion dates (“Completion Date”) identified in Gannett Letter. The estimated cost of the design and construction of the Facilities is also identified in the Gannett Letter. The Owner shall provide for the design, engineering and construction of the Facilities at its sole cost and expense as provided hereinafter.

Section 1.2 Progressive Compliance. Owner and City have determined that it is in the best interests of the City to implement a progressive enforcement response procedure under this Agreement and under the City's Enforcement Response Plan (“ERP”). This Agreement shall be deemed a Compliance Order with Compliance Time Schedule (“CTS”) under the ERP. The Facilities include a new pre-treatment system that will replace Owner’s existing pretreatment system. Completion of the Facilities is intended as a means of attaining progressive compliance with the Discharge Regulations under BMC 13.20.400. Owner has represented to City that the Facilities once fully completed will bring the Project into compliance with the current applicable Discharge Regulations for the Project as attached hereto as **Exhibit “C” (“Specific Discharge Requirements”)**. However, City has not made a determination that and makes no representation to Owner that the Facilities will result in compliance with the Specific Discharge Requirements in effect at any given point in time and the same is at the sole risk and cost of the Owner. Owner is aware that the Discharge Regulations including the Specific Discharge Requirements will change and likely increase in the future and that there is no guaranty that the Facilities will attain compliance with the Discharge Regulations and Specific Discharge Requirements as they may apply in the future. Actual levels of pre-treatment to be obtained by construction of the Facilities may depend on a variety of factors including, but not limited to, the operation and maintenance of the Facilities, the design of the Facilities by Owner’s engineers and other factors which are the sole responsibility of the Owner and for which the City shall have no responsibility whatsoever. The City does not waive any of its power or authority under the Discharge Regulations by entering into this Agreement except that City agrees to allow progressive compliance with the Specific Discharge Requirements over the term of this Agreement as specifically provided herein. During the term of this Agreement Owner agrees to take **all** actions imposed by the City under the Discharge Regulations in addition to those provided for in the Gannett Letter. In the event that any other regulatory body, including but not limited to the California Regional Water Quality Control Board, Santa Ana Region, Orange County Sanitation District, imposes fines, penalties, damages, regulations, orders or requirements applicable to the Project that conflict with the terms of this Agreement, such additional regulations, orders or requirements shall control and will be the sole responsibility of the Owner.

Section 1.3 Maintenance and Operations. Owner shall provide necessary wastewater treatment as required to comply with the Discharge Regulations and shall achieve compliance with all applicable, promulgated categorical standards of the Discharge Regulations within the time limitations specified herein. Any facilities required to pretreat wastewater to meet applicable discharge limits shall be constructed, operated, and maintained in proper operating condition at the Owner’s expense at all times. If the City determines at any time that Owner is not acting diligently to achieve timely compliance with the Discharge Regulations, City reserves the right to take such enforcement or other

legal actions as it deems prudent to assure compliance with the Discharge Regulations. If the Facilities are completed and City determines that the Project is not in compliance with the Specific Discharge Requirements and/or the Discharge Regulations, City reserves the right to require compliance with such Discharge Regulations, as they may be amended, supplemented or changed from time to time and as they may apply to the operations of Owner as such operations may change from time to time. City reserves the right to terminate this Agreement if Owner falsifies information submitted to the City.

Section 1.4 Plans and Specifications. The Owner shall cause plans and specifications to be prepared for the Facilities no later than the date provided in the Gannett Letter. The Owner shall obtain the City's written approval of the plans and specifications, monitoring facilities (BMC 13.20.255) and proposed operating procedures in accordance with applicable ordinances and regulations of the City. Copies of all plans and specifications shall be provided by the Owner to the City upon request therefor. Owner shall be responsible to pay directly or reimburse the City for all plan check and approval costs of City for its staff time and outside consultants related to the Project upon receipt of a written invoice for the same.

Section 1.5 Duty of Owner to Construct. The Facilities and discrete components ("Discrete Components") thereof shall be constructed at the direction of the Owner in accordance with the approved plans and specifications following the solicitation of bids as provided in **Section 1.4** hereof. "Discrete Components" are separate elements of the Facilities that actually serve a wastewater pretreatment function independently of the entirety of the Facilities as determined by the City.

The Owner shall be obligated: (i) to cause the construction of the Facilities and Discrete Components in accordance with the Implementation Schedule, Table 10 of the Gannett Letter and to use its own funds to pay all costs thereof. The Owner shall not be relieved of its obligation to cause the construction of the Facilities and Discrete Components thereof in accordance with the terms of this Agreement (i) because the actual cost exceeds the estimated cost or the amount of the credit under **Section 2.4** below. The obligation of the Owner to construct such Facilities, and pay the costs thereof is not conditioned on the issuance of credits under this Agreement. The issuance of the credit is a separate and independent obligation from the Owner's obligation to construct the Facilities as provided herein. Further, it is understood and agreed that Owner, has an independent legal obligation to construct the Facilities even in the absence of this Agreement, unless Owner makes arrangements not to discharge into the City's system which are in compliance with all applicable laws.

Section 1.6 Competitive Bidding. This Agreement is not intended to be a public works contract. The Facilities shall be constructed on the Property of Owner and shall be the property of Owner subject to the jurisdiction of the City. Notwithstanding the foregoing, the Owner shall competitively bid and award all contracts for construction of the Facilities, Discrete Components and materials, subject to the Credit Request, related thereto by means of a competitive bid process. The Owner shall endeavor to obtain at least three bids for such Facilities or Discrete Component thereof by means of a bidding process. The Owner shall award each bid to the lowest responsible responsive bidder or best value for alternative delivery procurement. For construction subject to the Credit Request process, Owner shall require each contractor to provide for the payment of prevailing wages and maintain records with respect to such payment in accordance with Labor Code Section 1770 et. seq. and related regulations.

From time to time at the request of the City, the Owner shall meet and confer with City staff, consultants and contractors regarding matters arising hereunder with respect to the Facilities, Discrete Components and the progress in constructing and acquiring the same, and as to any other matter related

to the Facilities or this Agreement. At the request of the City, the Owner shall advise the City of scheduled coordination and scheduling meetings to be held with contractors relating to the Facilities, in the ordinary course of performance of an individual contract. The City or the City's designated representative shall have the right to be present at such meetings.

Section 1.7 Independent Contractor. In performing this Agreement, the Owner is an independent contractor and not the agent or employee of the City. The City shall not be responsible for making any payments to any contractor, subcontractor, agent, consultant, employee or supplier of the Owner.

Section 1.8 Contracts and Change Orders. The Owner shall be responsible for entering into all contracts and any supplemental agreements (commonly referred to as "change orders") required for the construction of the Facilities and retaining the same for inspection by City if requested by the City.

Section 1.9 Time for Completion. The Owner agrees that this Agreement is for the benefit of the City and the Owner and, therefore, the Owner represents that it shall complete the Facilities as provided in the Gannett Letter - Table 10 ("Implementation Schedule").

ARTICLE II

INSPECTION AND CREDIT

Section 2.1 Inspection. No credit hereunder shall be made by the City to the Owner for the Facilities or Discrete Component thereof until the Facilities or Discrete Component thereof has been inspected and found to be completed in accordance with the approved plans and specifications by the City or other applicable public entity or utility. The City may make or cause to be made periodic site inspections of the Facilities or Discrete Components hereunder; provided that in no event shall the City incur any liability for any delay in the inspection of any Facilities or Discrete Components. The Owner agrees to pay all inspection, permit and other similar fees of the City applicable to construction of the Facilities.

Section 2.2 Credit Requests. In order to receive a credit for a completed Facilities or Discrete Component, inspection thereof under **Section 2.1** shall have been made and the Owner shall deliver to the City: (i) a Credit Request in the form of **Exhibit "D"** hereto for such Facilities or Discrete Component, together with all attachments and exhibits required and this **Section 2.2** to be included therewith, and (ii) if Credit is requested for the completed Facilities, a copy of the recorded notice of completion of such Facilities.

Section 2.3 Processing Credit Requests. Upon receipt of a Credit Request (and all accompanying documentation requested by the City including copies of applicable invoices, receipts, cancelled checks and lien releases), the City shall conduct a review in order to confirm that such request is complete, that such Discrete Component or Facilities identified therein was constructed in accordance with the plans and specifications therefor, and to verify and approve the actual cost of such Discrete Component or Facilities specified in such Credit Request. The City shall also conduct such review as is required in his discretion to confirm the matters certified in the Credit Request. The Owner agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Within thirty (30) days of receipt of any Credit Request, the City expects to review the request for completeness and notify the Owner whether such Credit Request is complete, and, if not,

what additional documentation must be provided. If such Credit Request is complete, the City expects to provide a written approval or denial (specifying the reason for any denial) of the request within thirty (30) calendar days of its submittal. If a Credit Request is denied, the City shall state whether the Credit Request is nevertheless approved and complete for any one or more Discrete Components and such Facilities or Discrete Components shall be processed for credit under **Section 2.4** notwithstanding such partial denial.

Section 2.4 Credit. Owner shall be subject to the sewer rates contained in the Interim Rate Schedule, Table 11 to the Gannett Letter until December 31, 2022 subject to the other terms of this Agreement. The Interim Rate Schedule provides for a reduced rate for Owner's sewer services that is intended to equal the estimated cost of the Facilities. Notwithstanding anything to the contrary in this Agreement, the amount of credits under this Agreement shall not exceed the sum of \$2,300,000.00. The rates provided for in the Interim Rate Schedule shall apply subject to the following conditions: (1) completion of the Facilities by the Owner, (2) Owner acquiring approval from the City on Credit Requests totaling at least the estimated cost of the Facilities as provided in Table 4 and Table 6 of the Gannett Letter ("Minimum Investment"). Should the Owner not meet either obligation within the time frames contained in the Implementation Schedule, the Owner shall be required to pay the full wastewater services costs as would have been otherwise required under the City's ordinances, notwithstanding anything to the contrary in this Agreement, less the amount already paid during the course of this Agreement and approved Credit Requests. Within 30 calendar days following completion by the Owner of these two (2) actions, City shall provide a Credit Completion Letter which documents satisfactory completion of the Facilities and Minimum Investment and transition to discharging within the requirements of a revised Discharge Permit. The Credit Completion Letter is not intended to certify that the Owner is in compliance with the Discharge Regulations which shall apply in full after the issuance of the Credit Completion Letter.

Section 2.5 Restrictions on Credits. Notwithstanding any other provisions of this Agreement, the following restrictions shall apply to any credits provided to the Owner under **Section 2.4** hereof:

(a) Withholding Credits. The City shall be entitled, but shall not be required, to withhold any credit hereunder for a Discrete Component or the Facilities if the Owner or any affiliate is delinquent in complying with its obligations under this Agreement, in the payment of ad valorem real property taxes, special assessments, special taxes or sewer service charges related to the Property.

The City shall be entitled to withhold any credit hereunder for the Project or a Discrete Component that is the subject of a Credit Request until it is satisfied that any and all claims for labor and materials have been paid by the Owner for the Project or Discrete Component that is the subject of a Credit Request, or conditional lien releases (as well as unconditional lien releases for amounts paid) have been provided by the Owner for such Discrete Component or the Project. The City, in its discretion, may waive this limitation upon the provision by the Owner of sureties, undertakings, securities and/or bonds of the Owner or appropriate contractors or subcontractors and deemed satisfactory by the City to assure payment of such claims.

(b) Frequency. No more than one Credit Request shall be submitted by the Owner in any calendar month.

(c) Defective or Nonconforming Work. If any of the work done or materials furnished for the Facilities or Discrete Component are found by the City to be defective or not in

accordance with the applicable plans and specifications: (i) and such finding is made prior to receipt of the Credit for the Facilities or a Discrete Component hereunder, the City may withhold the Credit until such defect or nonconformance is corrected to the satisfaction of the City, or (ii) if such finding is made after issuance of the Credit for such Facilities or Discrete Component, the City may withhold further credits until the defect is cured to the satisfaction of the City.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.1 Representations, Covenants and Warranties of the Owner. The Owner represents and warrants for the benefit of the City, as follows:

(a) Organization. Owner is a California corporation and is validly doing business and in good standing in the State of California, is in compliance with all applicable laws of the State, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) Authority. The Owner has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by and authorized representative of the Owner.

(c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Owner, enforceable against the Owner in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Laws. The Owner shall not with knowledge commit, suffer or permit any act to be done in, upon or to the lands of the Owner in violation of any law, ordinance, rule, regulation or order of any governmental authority (including Chapter 13.20 of the Beaumont Municipal Code) or any covenant, condition or restriction now or hereafter affecting the Project or the Facilities.

(e) Requests for Credit. The Owner represents and warrants that (i) it will not request Credit from the City for any improvements that are not part of the Facilities, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Credit Requests.

(f) Financial Records. Until the final acceptance of the Facilities, the Owner covenants to maintain proper books of record and account for the construction of the Facilities and all costs related thereto. Which accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agent at any reasonable time during regular business hours on 72 hour notice.

(g) Prevailing Wages. The Owner shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for the Facilities shall be in accordance with the "General Wage Determination Made By the City of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County.

(h) Plans and Specifications. The Owner represents that it has obtained or will obtain approval of the plans and specifications for the Facilities hereunder from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Owner further agrees that the Facilities hereunder have been or will be constructed in full compliance with such approved plans and specifications and any supplemental agreements (change orders) thereto, as approved in the same manner.

(i) Land Owners. The Owner agrees that in the event that it sells any land owned by it within the Property, the Owner will (i) notify the purchaser in writing prior to the closing of any such sale of the existence of this Agreement and the Owner's rights and obligations hereunder with respect to the construction of and credits for the Facilities.

Section 3.2 Indemnification and Hold Harmless. The Owner shall assume the defense of, indemnify and save harmless the City, members of the City Council, their officers, officials, employees and agents and each of them, from and against all actions, damages, claims, losses or expense of every type and description to which they may be subjected or put, by reason of, or resulting from entering into this Agreement including, but not limited to, legal challenges to extending the credits to Owner for sewer fees, the breach of any provision of this Agreement by the Owner, the Owner's or any other entity's negligent design, engineering and/or construction of any of the Facilities hereunder, the Owner's non-payment under contracts between the Owner and its consultants, engineer's, advisors, contractors, subcontractors and suppliers in the provision of the Facilities or any claims of persons employed by the Owner or its agents to construct the Facilities. Notwithstanding the foregoing, no indemnification is given hereunder for any action, damage, claim, loss or expense solely and directly attributable to the intentional acts or gross negligence of the City, or its officers, directors, employees or agents hereunder. No provision of this Agreement shall in any way limit the Owner's responsibility for payment of damages resulting from the operations of the Owner, its agents, employees or its contractors.

Section 4.3. Legal Compliance. At all times during the term of this Agreement Owner shall comply with all laws and regulations concerning the discharge of wastewater referred to in this agreement. During the term of this Agreement, Owner shall bring the Project into compliance with such laws and regulations as provided herein. Upon the expiration of this Agreement such laws and regulations shall apply in full force and effect.

Section 4.4. Reserved Governmental Authority. Except as otherwise expressly provided in **Section 1.2** of this Agreement with regards to the progressive implementation of the Specific Discharge Requirements, nothing in this Agreement shall exempt or immunize Owner from compliance with any applicable city, county, state, or federal ordinance, regulation, statute, or other law, including but expressly not limited to, the Discharge Regulations and any applicable city, county, state or federal agency, court decision or other regulatory body which requires City to enforce against the Owner or the Project to protect the health, safety or welfare of the public. Nothing contained in this Agreement shall preclude City from seeking and obtaining any civil or criminal court order for violation of any such city, county, state, or federal ordinance, regulation, statute, or other law with respect to the Project and/or the construction of the Facilities, if such action is required to protect the health, safety or welfare of the public or is required to comply with applicable county, state or federal law, court order or the order of any city, county, state or federal agency or public agency. For the sake of clarity and not by way of limitation, the Discharge Regulation shall continue to apply to Owner and the Project at all times except to the extent of the phasing in of the Specific Discharge Requirements under **Section 1.2**.

Section 4.5 Good Faith Compliance. Each party hereby pledges to implement and carry out their obligations under this Agreement in good faith, and to take all steps necessary to effectuate the terms and conditions of this Agreement.

ARTICLE IV

TERMINATION

Section 4.1 Mutual Consent. This Agreement may be terminated by the mutual, written consent of the City and the Owner.

Section 4.2 City Election to Terminate for Cause. The following events shall constitute grounds for the City, at its option and in its sole discretion, to terminate this Agreement, without the consent of the Owner:

(a) The Owner shall voluntarily file for reorganization or other relief under any Federal or State bankruptcy or insolvency law.

(b) The Owner shall have any involuntary bankruptcy or insolvency action filed against it, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of Owner, or shall suffer an attachment or levy of execution to be made against the Property unless, in any of such cases, such circumstance shall have been terminated or released within ninety (90) days thereafter.

(c) The Owner shall abandon construction of the Facilities. Failure for a period of one month to undertake substantial work related to the construction of Facilities that are required to be constructed at that time pursuant to the Gannett Letter, Table 10, other than for a reason specified in **Section 5.3** hereof, shall constitute a non-inclusive example of such abandonment.

(d) The Owner shall breach any material covenant or default in the performance of any material obligation hereunder.

(e) The Owner shall transfer any of its rights or obligations under this Agreement without the prior written consent of the City or as otherwise permitted hereunder.

(f) The Owner transfers title to the Property, without first requiring the transferee to assume all of the obligations under this Agreement and providing the executed assignment to the City in form and substance acceptable to the City.

(g) Notwithstanding, the forgoing if Owner is found by City to be in violation of any of the Discharge Regulations City shall have the right to terminate this Agreement, recover any amount of sewer user fees that would have been due had this Agreement not been entered into by City and Owner and/or exercise any other rights or remedies of City under this Agreement, the Discharge Regulations or any other law or regulation.

(h) Upon the issuance of the Credit Completion Letter provided that the issuance of the Credit Completion Letter shall not terminate any unused credits otherwise available under the Interim Rate Schedule.

If any such event occurs, the City shall give written notice of its knowledge thereof to the Owner, and the Owner agrees to meet and confer with the City and appropriate City staff and consultants as to options available to assure timely completion of the Facilities. Such options may include, but not be limited to the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Owner of the grounds for such termination and allow the Owner a reasonable period (minimum of thirty (30) days) to eliminate or mitigate to the satisfaction of the City the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Owner, to the satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof, as determined solely by the City), the Owner has not eliminated or completely mitigated such grounds, to the satisfaction of the City, the City may then terminate this Agreement.

Notwithstanding the foregoing, so long as any event listed in any of clauses (a) through and including (f) above has occurred, notice of which has been given by the City to the Owner, and such event has not been cured or otherwise eliminated by the Owner, the City may in its sole discretion cease issuing credits under **Section 2.4**. Further, in the event that City terminates this Agreement and the Facilities are not fully operable at the time of the termination, City may recover the amount of any credits previously provided to Owner under **Section 2.4** and the same shall be due and payable immediately and may be collected in the same manner and at the same time as the sewer service charges of the City.

Section 4.3 Force Majeure. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes, inclement weather or other acts of God, war, civil commotion, riots, strikes, acts of terrorism, picketing, other labor disputes, damage to work in progress by casualty, government shutdowns, moratoria or other restrictive laws or regulations, or the acts, omissions or breach of agreement by the other party to this Agreement or its agents, contractors or subcontractors, or by other cause beyond the reasonable control of the party (financial inability excepted), then the specified time for performance shall be extended by the amount of the delay actually so caused.

ARTICLE V

MISCELLANEOUS

Section 5.1 Limited Liability of City. The Owner agrees that any and all obligations of the City arising out of or related to this Agreement are special and limited obligations of the City and the City's liability hereunder is limited solely to the issuance of credits under Section 2.4. No member of the City Council, or City staff member, employee or agent shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 5.2 Review of Records. The City and/or the Finance Manager or other officer of the City shall have the right, during normal business hours and upon the giving of two (2) business days prior written notice to the Owner, to review all books and records of the Owner pertaining to the actual cost incurred by the Owner in to the Facilities, and any bids taken or received for the construction thereof or materials therefor.

Section 5.3 Attorney’s Fees. In the event that any action or suit is instituted by either party against the other arising out of this Agreement, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorneys’ fees.

Section 5.4 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered, or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by overnight delivery an original of the same within twenty-four hours after such transmission), addressed as follows:

City: City of Beaumont
 550 East 6th Street
 Beaumont, CA 92223
 Attention: City Manager, City Clerk

With a copy to: John Pinkney
 Slovak Baron Empey Murphy & Pinkney, LLP
 1800 E. Tahquitz Canyon Way
 Palm Springs, CA 92262

Owner:

Each party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

Section 5.5 Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 5.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement shall not be assigned by the Owner, except in whole to an Affiliate holding title to the Property, or to any other entity of which the Owner and/or its members or partners will be managing members or general partners and which holds title to the Property, with the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. In connection with any required consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, the assignee’s express assumption of all obligations of the Owner hereunder, and/or upon any other factor which the City deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned, and shall not be effective until approved by the City. Without the City’s consent, no assignment shall release the Owner from its obligations and liabilities under this Agreement. This Section shall survive the termination of this Agreement.

Section 5.7 Other Agreements. Nothing herein shall be construed as affecting the City’s or the Owner’s rights, or duties to perform their respective obligations, under other agreements, if any, use regulations relating to the Project or the Property. This Agreement shall not confer any additional rights, or waive any rights given, by either party hereto under any other agreement to which they are a party.

Section 5.8 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party’s right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter. Nothing in this Agreement shall be construed as a waiver by the City of the provisions of Chapter 13.20 of the Beaumont Municipal Code and such provisions shall remaining full force and effect as to Owner at all times.

Section 5.9 Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Agreement shall be binding.

Section 5.10 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Owner any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of the City or the Owner shall be for the sole and exclusive benefit of the City and the Owner.

Section 5.11 Amendment. This Agreement may be amended, from time to time, only by written amendment hereto, executed by the City and the Owner.

Section 5.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 5.13 Recitals. The recitals to this Agreement are accurate and correct and are incorporated herein by reference and made a part hereof.

Section 5.14 Interpretation. The Terms in this Agreement that are not specifically defined shall have the meanings ascribed to them in the Discharge Regulations. To the extent of a conflict between this Agreement and the Gannett Letter, this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first-above written.

CITY OF BEAUMONT

By: _____

ATTESTED TO:

City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney

BEAUMONT JUICE, INC., a California
corporation, dba Perricone Juice


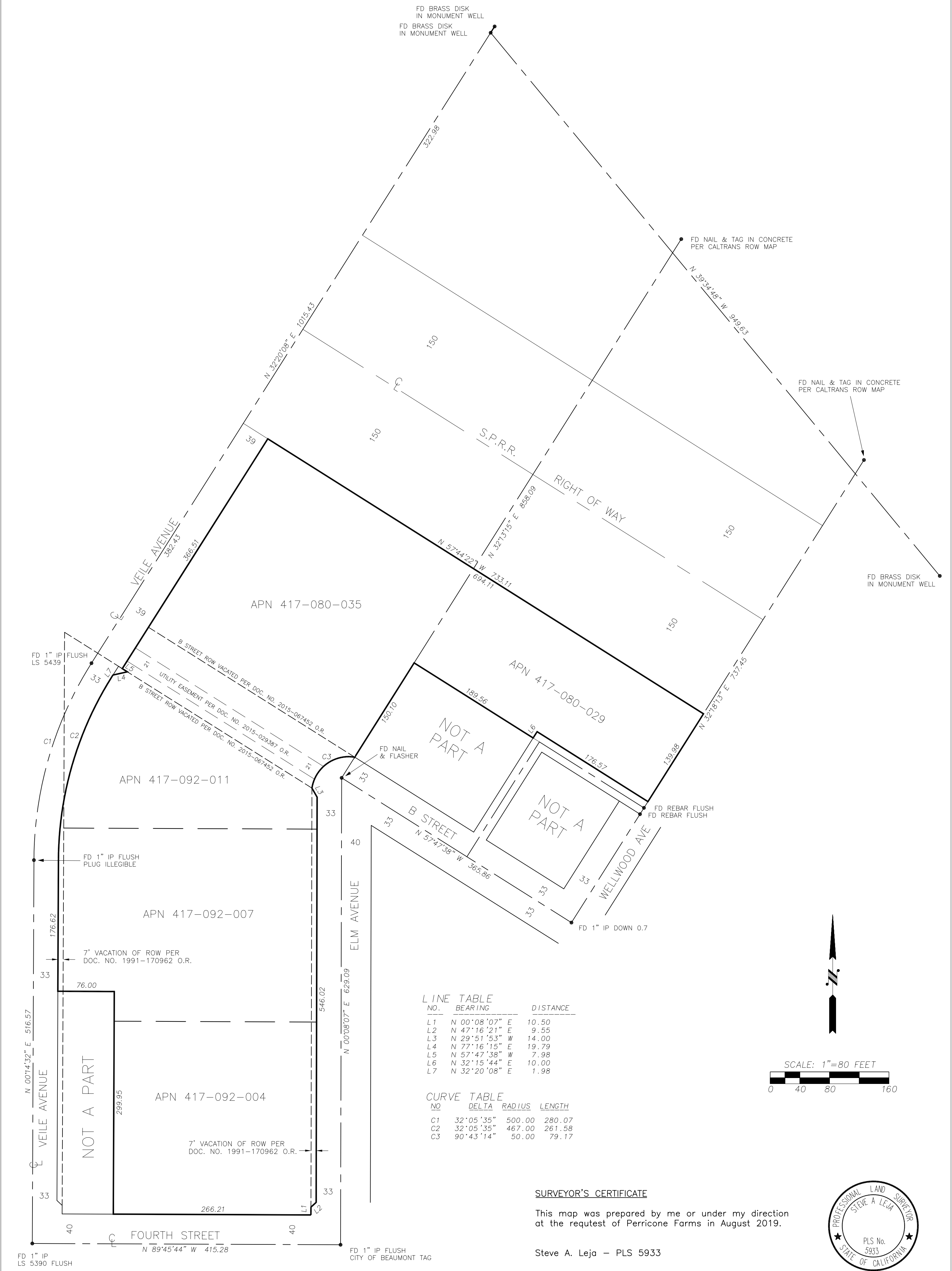
By: 
Name: ROBERT F. ROVZOK
Title: CEO

EXHIBIT "A"
LEGAL DESCRIPTION

BOUNDARY MAP

PERRICONE FARMS



FD BRASS DISK
IN MONUMENT WELL
FD BRASS DISK
IN MONUMENT WELL

FD NAIL & TAG IN CONCRETE
PER CALTRANS ROW MAP

FD NAIL & TAG IN CONCRETE
PER CALTRANS ROW MAP

FD BRASS DISK
IN MONUMENT WELL

FD 1" IP
LS 5439
FLUSH

FD NAIL
& FLASHER

FD REBAR FLUSH
FD REBAR FLUSH

FD 1" IP FLUSH
PLUG ILLEGIBLE

FD 1" IP DOWN 0.7

LINE TABLE

NO.	BEARING	DISTANCE
L1	N 00°08'07" E	10.50
L2	N 47°16'21" E	9.55
L3	N 29°51'53" W	14.00
L4	N 77°16'15" E	19.79
L5	N 57°47'38" W	7.98
L6	N 32°15'44" E	10.00
L7	N 32°20'08" E	1.98

CURVE TABLE

NO	DELTA	RADIUS	LENGTH
C1	32°05'35"	500.00	280.07
C2	32°05'35"	467.00	261.58
C3	90°43'14"	50.00	79.17

SURVEYOR'S CERTIFICATE

This map was prepared by me or under my direction at the request of Perricone Farms in August 2019.

Steve A. Leja - PLS 5933

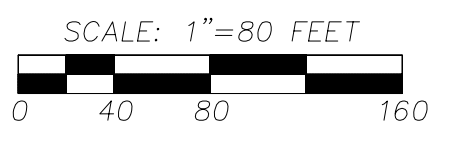


EXHIBIT "B"
GANNETT LETTER

March 25, 2019

Kristine Day
Assistant City Manager
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Subject: Perricone Interim Agreement - Version 2
Project 064644

Dear Ms. Day:

The City of Beaumont (City) passed updated sewer rates which went into effect on July 1, 2018. As discussed at our meeting on October 18, 2018, the updated rates would result in significant increases in business operation to Perricone Juice (Perricone). As discussed at this meeting, Perricone is willing to make the investments necessary to deliver a higher quality effluent to the City and ultimately lower rates. However, the design process and implementation will take several years. As requested, this letter presents our approach to delivering an interim and permanent treatment system and the requested interim rate for this period.

The approach outlined in this letter serves multiple benefits for the City. These are summarized as follows:

1. **Lower Operating Costs at WWTP.** Installing treatment at Perricone and subsequently increasing effluent water quality will lower operating costs for the City.
2. **Support Local Business.** A “ramp up” period for Perricone allows for a more reasonable increase in business expenses over time allowing for stable and continued operations at the facility.
3. **Exceed Planned Revenue.** The requested Interim Rates results in more revenue to the City from Perricone than anticipated in the City’s Rate Study.
4. **Less Risk During Construction.** By providing an expedited treatment system Perricone will deliver higher quality water while the City is undergoing improvements at the WWTP. The City will have less risk at the WWTP during construction when systems are shut down for improvement.
5. **Support Brine Line Connection.** The City is currently pursuing a connection to the Inland Empire Brine Line which is a key component of the City’s Salt Mitigation Upgrade Project. Improving Perricone effluent water quality will assist the City in meeting the strict requirements of Orange County Sanitation District.

SECTION 1 - RESULTS OF SAMPLING

On October 25, 2018, Perricone staff initiated a sampling plan based on parameters provided by Gannett Fleming on the same day. The sampling plan included requests for composite sampling for process areas and corresponding flow measurements. The following section describes the results of these efforts.

Sampling Results

Five (5) 24-hour composite samples were taken for three main process areas (Fruit Wash/Extraction, Interior Holding Tank, and Bottling) and the combined effluent. Sampling was completed by BABCOCK Laboratories on 10/26, 10/30, 10/31, 11/1 and 11/2. The results of the sampling efforts are summarized in **Table 1**.

**TABLE 1
SUMMARY OF SAMPLING RESULTS**

Location	Date	Conductivity (umhos/cm)	TDS (mg/L)	TSS (mg/L)	BOD (mg/L)	pH	SBOD (mg/L)	COD (mg/L)	Chlorides (mg/L)
Fruit Washing/Extraction	11/2/2018	730	2,500	470	2,100	5.0	1,300	8,400	17
Fruit Washing/Extraction	11/1/2018	480	1,600	690	1,800	6.7	1,100	5,100	17
Fruit Washing/Extraction	10/31/2018	460	1,200	410	900	4.8	1,000	2,700	16
Fruit Washing/Extraction	10/30/2018	470	1,500	1,200	1,200	4.9	920	4,800	17
Fruit Washing/Extraction	10/26/2018	550	1,600	760	2,400	6.3	1,400	5,600	28
	Average	538	1,680	706	1,680	5.5	1,144	5,320	19
Interior Holding Tank Area	11/2/2018	1,000	8,100	590	6,700	3.1	5,200	15,000	30
Interior Holding Tank Area	11/1/2018	1,000	8,200	570	6,600	3.8	5,800	16,000	35
Interior Holding Tank Area	10/31/2018	990	9,100	350	6,800	2.8	7,800 ^(a)	19,000	24
Interior Holding Tank Area	10/30/2018	1,200	8,200	1,300	6,000	2.6	5,200	18,000	40
Interior Holding Tank Area	10/26/2018	920	6,900	430	5,600	3.5	5,100	16,000	31
	Average	1,022	8,100	648	6,340	3.2	5,820	16,800	32
Bottling	11/2/2018	920	3,200	280	2,000	3.4	1,700	5,200	32
Bottling	11/1/2018	480	3,300	100	2,100	3.2	2,000	5,900	30
Bottling	10/31/2018	1,100	3,700	570	3,700	3.6	2,300	7,400	42
Bottling	10/30/2018	1,200	7,200	320	5,000	2.9	5,000	13,000	40
Bottling	10/26/2018	830	3,100	400	2,800	3.5	1,900	7,700	44
	Average	906	4,100	334	3,120	3.3	2,580	7,840	38
WWTS Discharge	11/2/2018	See note b							
WWTS Discharge	11/1/2018	1,600	5,100	310	3,700	7.0	3,400	9,400	25
WWTS Discharge	10/31/2018	1,700	4,900	230	3,500	6.6	3,100	9,200	22
WWTS Discharge	10/30/2018	1,900	4,200	290	2,400	6.6	2,600	6,600	27
WWTS Discharge	10/26/2018	1,700	5,000	300	4,200	7.5	3,700	14,000	28
	Average	1,725	4,800	283	3,450	6.9	3,200	9,800	26
City of Beaumont Local Limits (Permit No. SIU-1116-1.2)			530-4,600	300-1,500	320-3,500	5.5-11.5			

- (a) This value was noted by BABCOCK Laboratories to be due to margin of error multiplied by the dilution factor.
 (b) No composite sampling for combined effluent was taken by Perricone on this day. The City had notified Perricone that sampling would be conducted by City staff. Perricone stopped sampling on effluent to avoid conflicts or duplicative testing. The City's effluent sampling was conducted on 11/6/2018 and resulted in a TDS and BOD measurement of 2,400 and 1,800 mg/L, respectively (BABCOCK Laboratories, Work Order Number B8K0662).

Flow Data

For the months August 2018 through November 2018, Perricone has submitted to the City historical flow data for the facility. A summary of this data is provided in **Table 2**.

**TABLE 2
FLOW DATA SUMMARY**

Month	Total Flow	Number of Days	Gallons per Day
August	3,793,544	31	122,372
September	3,674,726	30	122,491
October	3,819,427	31	123,207
November	3,941,407	30	131,380
Average			124,863

SECTION 2 – TREATMENT DESIGN CONCEPT

Due to the need to expedite reduction of BOD and TDS, as noted in the City’s NOV (10-31-18), the treatment design will include both an interim and permanent solution.

Interim Solution for Expedited Compliance

After detailed reviews of the recent and historical sampling results, flow measurements, and suitable technologies to reduce BOD and TDS considering other relevant constituents (e.g. TSS, O&G, pH), and recognizing that in the short time available without the benefit of bench or field treatability testing, an adaptive and flexible approach to the interim treatment design is required for designing and installing the permanent wastewater pretreatment system (WWTS). This is critical in that the Interim Solution and accompanying data collection and treatability testing will be used as a basis for a permanent solution.

In all cases an Equalization (EQ) Tank System with integration of pH control to attenuate flow and loads to the interim treatment system is required. For the interim period, several goals are to be achieved prior to implementation of design and installation of the permanent solution; these goals include the following:

- **pH Discharge Compliance.** Installation of the first part of the Interim Solution must address the pH-related NOVs and proposed pH increase to 6 as required for the City’s planned brine discharge connection. This immediate phase must include an expanded equalization system including minimum 30,000 gallon tankage having adequate mixing, chemical feed for pH control, pH monitoring, and operate in conjunction with the existing pH control/monitoring system.
- **BOD Reduction.** Installation of a temporary simplified biological treatment system that will reduce BOD by at least 2,200 lbs. BOD/day, the majority of which will be soluble BOD (SBOD). This removal is based upon a design basis influent BOD target of 4,800 mg/L (attenuated through equalization) and an effluent target of <3,500 mg/L assuming a flow of 125,000 GPD (average). The influent BOD target value of 4,800 mg/L is based on a 15 percent increase over the maximum measured (4,200 mg/L) in **Table 1** for combined effluent.
- **TDS Reduction.** Based upon the soluble portion of the BOD to be approximately 70 to 80 percent of the total BOD, and a coincident reduction of TDS through SBOD reduction is expected. As such, with an anticipated reduction of at least 2,200 lbs. BOD/day, the resulting TDS reduction is anticipated to be approximately 1,500 lbs. TDS/day. This removal is based upon a design basis influent TDS target of 5,100 mg/L (attenuated through equalization) which is based on the maximum measured TDS for combined effluent in Table 1. A contingency was not added (similar to BOD) since TDS is an ancillary treatment for the Interim System and not the focus of the treatment.

Proposed Interim Solution elements to achieve the required reductions as well as testing programs that allow Perricone to strategically position for an optimal permanent solution are summarized below:

1. **Sizing of Interim Solution.** To moderate costs of the temporary system, approximately one half of the flow will be treated at an estimated overall 80 percent BOD reduction. The temporary WWTS will be designed and operated to reduce the BOD concentration from 4,800 mg/L to approximately 720 mg/L at 65,000 GPD. This will result in an estimated reduction of 2,200 lbs. BOD/day. This will include an anticipated TSS reduction of 90 percent through proposed solids separation.
2. **Equalization Storage.** Equalization consisting of two (2) temporary 15,000 to 20,000-gallon Equalization (EQ) Tanks operated in series (with an option for parallel operation), aerated/mixed with varying liquid level in the second tank to attenuate hydraulic variations. EQ Tank contents will be pumped to the temporary activated sludge (AS) system.
3. **pH Control.** Provisions for pH monitoring and control will be provided in the first EQ Tank to augment the existing pH control system.
4. **Activated Sludge System.** The temporary aeration tanks of the AS system will require approximately 80,000 gallons of volume (e.g. four 20,000 gallon aerated/mixed tanks) to provide a hydraulic retention time of approximately 30 hours, with a BOD loading rate of approximately 225 lbs. BOD/1,000 ft³/day using a relatively high mixed liquor suspended solids (MLSS) and a MLVSS of 10,000 mg/L (F/M = 0.33). This high MLSS allows for the smaller size aeration tanks, but requires a positive solids capture technology, such as a dissolved-air flotation (DAF) unit. As previously noted, TDS is estimated to be removed at 70 percent of BOD removed, such that for every 100 lbs./day BOD removal results in 70 lbs./day TDS removal.
5. **Nutrient Addition.** A nutrient addition system (e.g. urea for nitrogen and/or phosphate) may be required based upon initial testing during start-up. Drums or totes equipped with chemical feed pumps will be used to inject needed chemicals upstream of the AS system.
6. **DAF System.** The aeration tank will be followed by a single DAF clarifier sized based upon a solids loading rate to handle the high MLSS from the aeration tanks. It is anticipated that a 3% solids RAS @15,000 GPD will be achieved, so the total flow through the DAF will be approximately 80,000 GPD (56 GPM), handling a MLSS of 12,000 mg/L. With a DAF unit having 100 ft² of effective surface area, the solids loading rate (SLR) will be 3.6 lbs. /ft²/hr. and the hydraulic loading rate (HLR) will be 0.56 GPM/ft².
7. **Sludge Handling.** Two (2) 7,500-gallon sludge tanks with provisions for decanting clear liquid will be installed for storage of the DAF float, which will be periodically hauled by a state licensed hauler having appropriate permits for managing/disposing of the waste sludge. It is expected that the sludge can be decanted to 5 to 6 percent solids and, assuming a waste sludge yield of 0.5 lbs. TSS/lb. BOD, yield approximately 5,000 GPD of sludge disposal.
8. **Pilot Systems.** In parallel with the primary temporary AS WWTS, two skid mounted pilot systems will be run during a portion of the Interim Period to confirm optimal selection of the permanent WWTS. These pilot units are anticipated to include the following:
 - **Fixed Film Biological Treatment.** An approximately 1,600 GPD fixed film biological treatment system consisting of two small media towers running in parallel atop a 500-gallon recirculation tanks. This pilot system, estimated to remove 42 lbs. BOD/day, will run in parallel with the primary system to determine potential operational requirements. This design provides for significantly lower operating costs (e.g. lower sludge production and power requirements) compared to the traditional AS system. We will also explore options for treating only the Interior Tank flows, which has a higher BOD and TDS concentrations, lower TSS and higher soluble fraction of BOD.
 - **Membrane Treatment.** An approximately 10 to 12 GPM Electrodialysis Reversal (EDR) membrane process that will treat the DAF effluent from the primary Interim Solution WWTS to determine feasibility and

metrics associated with further reduction of BOD and TDS, with one possible byproduct being a water reuse option. Selection of one or more process input streams (e.g. Interior Holding Tank Area) may be tested separately to determine the feasibility of limiting the ultimate treatment to a higher strength, lower flow scenario to optimize treatment and reduce costs. In these scenarios, a separate screening system would need to be employed to remove large solids and other TSS as currently done on the existing system.

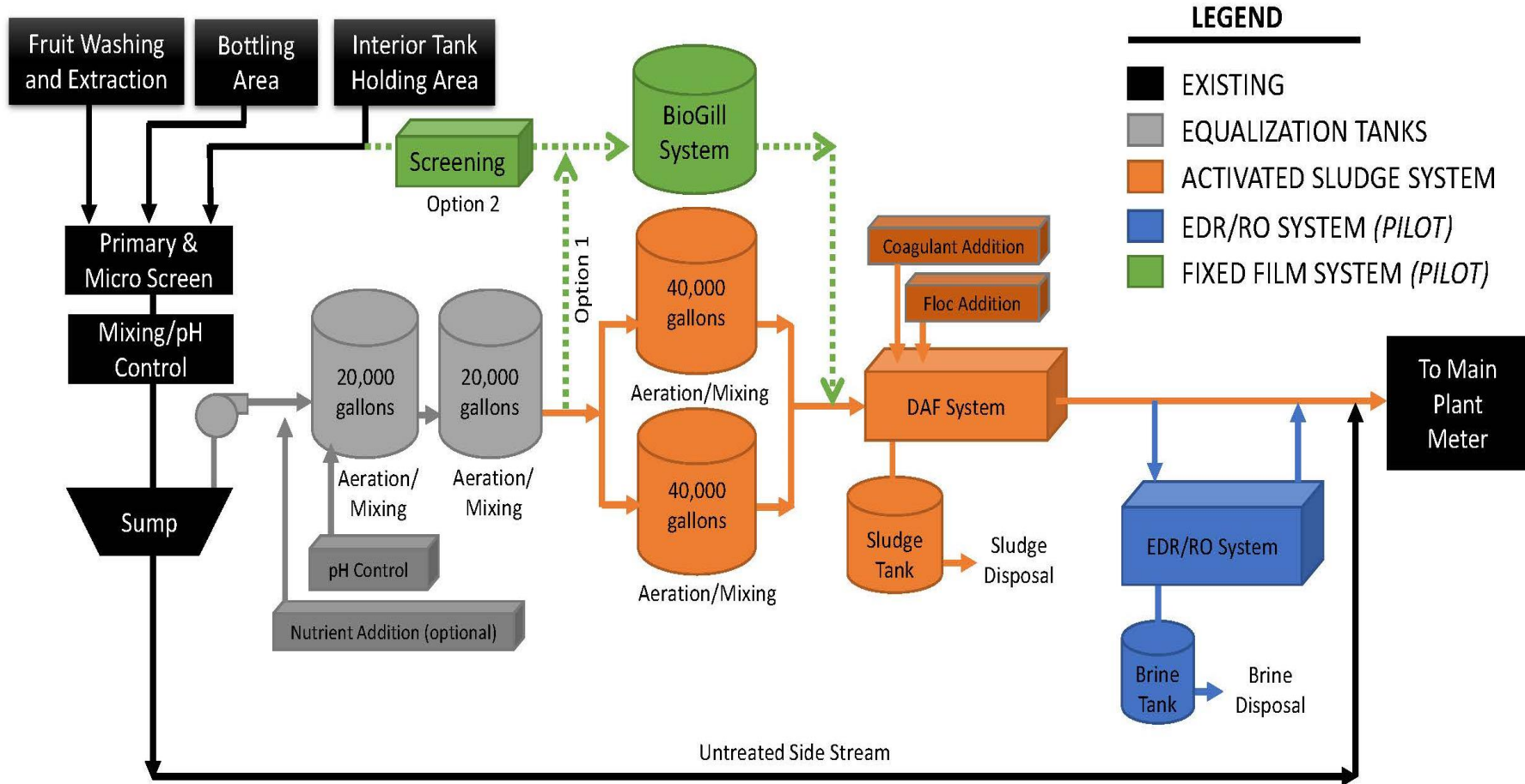
A conceptual level estimate of interim treatment costs was prepared based on the proposed system and is provided as **Table 4**.

TABLE 4
CONCEPTUAL LEVEL ESTIMATE OF INTERIM TREATMENT COSTS

Process Component	Description	Capital Cost	Monthly Rental	Monthly Consumables	Total (14 months)
Equalization Storage	<ul style="list-style-type: none"> Two (2) 20,000 gallon tanks @ \$1,700/mo. + \$1,000 delivery/pickup 500 scfm PD blower (\$20k) Add aeration grid and mixing to tanks (\$5k) 	\$32,000	\$3,400	\$1,000	\$93,600
pH Control	Monitoring and Control at 1st EQ Tank	\$12,000		\$3,000	\$54,000
Activated Sludge System	<ul style="list-style-type: none"> Four (4) 20,000 gallon tanks @ \$1,700/mo. + \$1,000 delivery/pickup Two (2) 500 scfm PD blower (\$20k/each) Add aeration grid and mixing to tanks (\$10k) 	\$59,000	\$6,800	\$2,500	\$189,200
Nutrient Addition System	May be required, includes chemical feed pumps and drums	\$8,000		\$3,000	\$50,000
DAF	Single DAF Clarifier sized for 3% solids RAS at 15,000 gpd (RT-100 Rental)	\$5,000	\$12,500		\$180,000
Sludge Handling	Two (2) 7,500-gallon tanks (\$25k/each)	\$50,000	\$2,500		\$85,000
BioGil Pilot	3-month rental	\$40,000			\$40,000
EDR Pilot	3-month rental of UF and EDR	\$100,000			\$100,000
	Engineering	\$100,000			\$100,000
Total Consumables (14 months)					\$133,000
Total Capital (includes rental costs)					\$758,800
Total Project Costs					\$891,800

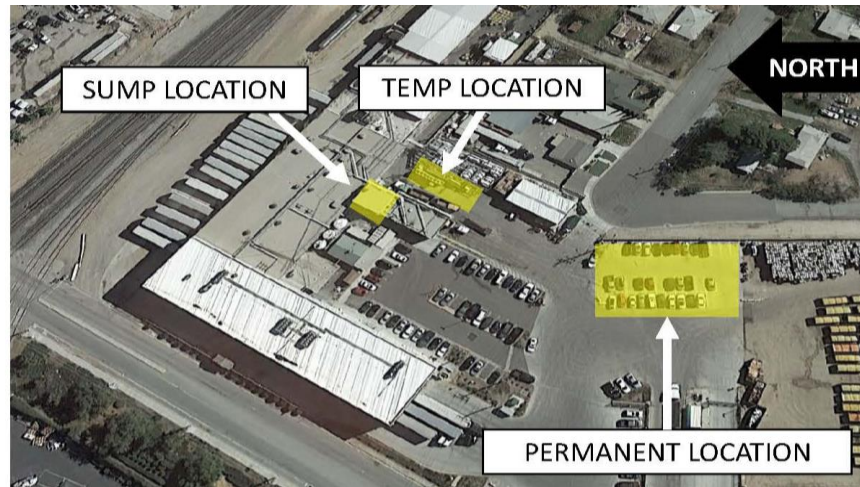
A process flow schematic of the parallel treatment systems is provided as **Figure 1**.

FIGURE 1
INTERIM SOLUTION PROCESS FLOW DIAGRAM



Based on direction from Perricone staff, the proposed location is noted as shown in **Figure 2**.

**FIGURE 2
 INTERIM TREATMENT SYSTEM LOCATION**



The following **Table 5** is provided to demonstrate compliance with Local Limits based on the proposed interim treatment strategy.

**TABLE 5
 ANTICIPATED INTERIM SOLUTION EFFLUENT WATER QUALITY**

Description	Flow (gpd)	BOD (mg/L)	BOD (lbs)	TSS (mg/L)	TSS (lbs)	TDS ^(a) (mg/L)	TDS (lbs)
Maximum Flow at 160,000 gpd							
Combined Post-Screen	160,000	4,800	5,254	283	353	5,100	6,380
Main Treatment Stream Influent	65,000	4,800	2,602	283	153	5,100	2,765
Main Treatment Stream Effluent	65,000	720	390	28	15	2,295	1,244
<i>Reduction</i>		4,080	2,212	254	138	2,805	1,521
Non-Treatment Stream	95,000	4,800	3,803	283	224	5,100	4,041
Combined Post Treatment	160,000	3,143	4,193	179	239	3,960	5,285
Average Flow at 125,000 gpd							
Combined Post-Screen	125,000	4,800	5,004	283	295	5,100	5,317
Main Treatment Stream Influent	65,000	4,800	2,602	283	153	5,100	2,765
Main Treatment Stream Effluent	65,000	720	390	28	15	2,295	1,244
<i>Reduction</i>		4,080	2,212	254	138	2,805	1,521
Non-Treatment Stream	60,000	4,800	2,402	283	141	5,100	2,552
Combined Post Treatment	125,000	2,678	2,792	150	157	3,641	3,796

(a) TDS is estimated to be removed at 70 percent of BOD removed, such that for every 100 lbs./day BOD removed results in 70 lbs./day TDS removed. This relationship will be confirmed during operation.

Permanent Solution

The permanent WWTS will achieve moderate BOD and TSS removal utilizing physical-chemical and/or combination biological treatment technologies, dependent upon the outcome of the pilot testing and results of temporary AS system performance. For illustration purposes, below is a summary of a conceptual permanent solution:

- Limit treatment to the high strength flows from the Interior Tank and Fruit Wash/Extraction areas. These high strength flows are estimated to be approximately 75,000 gpd.
- Reduce facility effluent by 20 percent. This will be achieved through a combination of water conservation and recycling water for plant processes such as bottling and fruit wash.
- Source control capture of ultra-high strength CIP pulp rinse cycle from all affected site holding tanks. Captured waste to be tested and hauled for disposal, possibly to digesters to promote biogas production.
- Design Criteria:
 - BOD concentration of 7,000 mg/L (~90% soluble), resulting in approximately 4,000 to 5,000 lbs. BOD/day. This value is based on a 10 percent increase over average BOD for Interior Tank Holding area per Table 1. This concentration will be achieved by removing low strength flows the Interior Tank Holding area and adding high strength flows from the Fruit Wash/Extraction area.
 - TDS concentration of 8,900 mg/L, resulting in 5,000 to 6,000 lbs. TDS/day. This value is based on average TDS for Interior Tank Holding area per Table 1, plus a 10 percent increase over average TDS.
 - TSS concentration of 500 to 1,000 mg/L. This value is based on average TSS for Interior Tank Holding area per Table 1.

A conceptual level estimate of cost for the permanent solution is provided in **Table 6**.

**TABLE 6
 CONCEPTUAL LEVEL ESTIMATE OF PERMANENT COSTS**

Process Component	Description	Capital Cost
Screening	80 gpm pre-screening	\$50,000
Equalization Storage	30,000 to 40,000 gallons	\$300,000
Biological Treatment	TBD from Interim	\$1,200,000
DAF	Purchase of lease-to-own from Interim Solution	\$180,000
Sludge Storage Expansion	Expand from two to three tanks	\$25,000
	Subtotal	\$1,755,000
	Design (15%)	\$176,000
	Construction Phase Services (5%)	\$88,000
	Total Project Cost	\$2,019,000

The permanent system can reuse several components from the Interim Solution, including the following:

1. Sludge Storage Tanks
2. DAF (reduced cost due to lease to purchase option)
3. Blowers
4. Chemical Feed Systems

Anticipated Future Water Quality

The goal of the permanent treatment system will be to separate high concentration flows and focus treatment. As demonstrated in Section 1, this area is understood to be the Interior Holding Tank area. With the permanent treatment system focused on this stream, **Table 8** was prepared to estimate the anticipated effluent water quality following installation of the permanent solution.

**TABLE 8
 ANTICIPATED WATER QUALITY FOR PERMANENT SOLUTION**

Description	Flow (gpd)	BOD (mg/L)	BOD (lbs)	TSS (mg/L)	TSS (lbs)	TDS (mg/L)	TDS (lbs)
Average Flow at 100,000 gpd							
High Concentration Flows ^(a)	75,000	7,000	4,379	283	177	8,900	5,567
Low Concentration Flows ^(b)	25,000	350	73	283	59	500	104
Treatment Influent (High ONLY)	75,000	7,000	4,379	283	177	8,900	5,567
Treatment Effluent (High ONLY)	75,000	700	438	28	18	4,005	2,505
Reduction		6,300	3,941	254	159	4,895	3,062
Non-Treatment Stream	25,000	350	73	283	59	500	104
Combined Post Treatment	100,000	613	511	92	77	3,129	2,609
Percent Reduction		87%		67%		39%	

Notes:

- a) This value is based on a 10 percent increase over average BOD for Interior Tank Holding area per Table 1. This concentration will be achieved by removing low strength flows from the Interior Tank Holding area and adding high strength flows from the Fruit Wash/Extraction area.
- b) Reflects the Bottling area and low strength areas of Interior Holding Tanks and Extraction/Fruit Wash areas. Concentration is calculated based on balance remaining once high strength is removed.

SECTION 3 – RATE ANALYSIS

The City of Beaumont Sewer Rate Study (June 2018) includes the following information:

1. Cost of Service Allocation for Perricone (*reference Figure 6, page 7 of City Rate Study*) which separates cost of service into the Flow, BOD and TSS components.
2. Proposed Sewer Rates for FY 2018/19 to FY 2022/23 (*reference Figure 9, page 10 of City Rate Study*).

Using the information above and the anticipated water quality following installation of permanent treatment at Perricone provided in **Table 8**, a rate analysis was conducted. The resulting rates and total costs are summarized in **Table 9**.

**TABLE 9
RATE ANALYSIS**

Description	Units	INTERIM PERIOD				22/23
		18/19	19/20	20/21	21/22	
PERRICONE WATER QUALITY AND FLOW^(a)						
Average Perricone Flow	gpd	125,000	125,000	125,000	125,000	100,000
BOD	mg/L	3,450	2,678	2,678	2,678	613
TSS	mg/L	283	150	150	150	92
TDS	mg/L	4,800	3,641	3,641	3,641	3,129
ANNUAL COST BREAKDOWN FOR PERRICONE^(b)						
Rate Increase		N/A	6%	5%	5%	5%
Flow Cost	\$/yr	\$161,026	\$170,776	\$179,345	\$188,209	\$158,008
BOD Cost	\$/yr	\$597,891	\$492,204	\$516,899	\$124,167	\$104,243
TSS Cost	\$/yr	\$70,663	\$39,722	\$41,715	\$26,849	\$22,541
TDS Cost ^(c)	\$/yr	\$86,757	\$86,757	\$86,757	\$86,757	\$86,757
Total Estimated Cost	\$/yr	\$916,337	\$789,459	\$824,715	\$425,982	\$371,550
REQUESTED INTERIM RATE						
Rate ^(d)	\$/hcf	\$2.64	\$2.80	\$2.94	\$3.09	\$7.61
Revenue Generated	\$/yr	\$161,026	\$170,776	\$179,345	\$188,209	\$371,550
Difference from Potential	\$/yr	\$755,311	\$618,682	\$645,371	\$237,773	\$0.00

Notes:

- a) Water Quality for Year 18/19 per averages in Table 1, Year 19/20 and 20/21 based on Table 5, and Year 21/22 and 22/23 based on Table 8.
- b) Rate Increase calculated per Figure 9 of the Rate Study. Costs for Flow, TSS, and BOD based on Perricone percent of Total WWTP Loading (i.e. 3.4 MGD for Flow, 3,765,410 lbs. BOD, and 2,613,430 lbs. TSS) applied to corresponding expense (See Figure 6 of Rate Study).
- c) TDS cost is calculated based on \$0.12/lb. TDS over baseline of 500 mg/L. Due to the unique organic component of Perricone TDS, a factor of 50 percent is assigned to the TDS loading as this is the estimated component of organic TDS. This cost is kept constant regardless of treatment, as we are assuming to be only removing organic components of TDS. The inorganic components presumably remain and should be subject to the surcharge.
- d) Rate is calculated based on **Flow Cost only** for Interim Period. The rate for post-Interim Period is calculated based on all costs.

The requested interim rate is based on the flow component only. This results in a rate increase to Perricone of approximately 40 percent over the previous year (\$114,341 in 2017). Conversely, the total reduction from potential City revenue to City revenue based on the requested interim rate is calculated at approximately \$2.26M for the four-year period. The costs that will be incurred by Perricone during this period are estimated as follows:

- Interim (capital only) - \$758,000
- Permanent - \$2,019,000
- **Total - \$2.78M** (not including labor, power and chemical increases)

As noted above, the additional expenses by Perricone during the Interim Period will exceed the reduction in revenue from the City. In addition, the revenue received during the Interim Period will exceed the revenue originally anticipated to be collected by the City from Perricone. As noted in Table 21 of the Rate Study, a total of \$133,747 was expected to be collected from Perricone for FY 18/19. The requested interim rate will result in a **20 percent increase over the anticipated amount.**

SECTION 4 – IMPLEMENTATION SCHEDULE

Based on the recommended interim and permanent solutions provided in the previous sections, an implementation schedule has been prepared and is provided as **Table 10.**

**TABLE 10
 IMPLEMENTATION SCHEDULE**

ACTION	MILESTONE
City Council Approval of Interim Rate	April 2019
Design and Procurement of Interim Treatment	January 2019 to August 2019
Equalization Tanks Online (pH control)	February 2020
Full Interim Treatment System Online	February 2020
Testing and Data Collection (3 mo.)	March 2020 to May 2020
Design of Permanent Solution (6 mo.)	May 2020 to October 2020
Construction of Permanent System (7 mo.)	November 2020 to May 2021
Startup and Optimization (6 mo.)	June 2021 to November 2021
End of Interim Rate Agreement	December 31, 2022

SECTION 5 – SUGGESTED TERMS FOR INTERIM AGREEMENT

1. **Duration** – July 1, 2018 to December 31, 2022
2. **Interim Rate**

**TABLE 11
 INTERIM RATE SCHEDULE**

DESCRIPTION	INTERIM PERIOD				22/23
	18/19	19/20	20/21	21/22	
Rate per HCF	\$2.64	\$2.80	\$2.94	\$3.09	Standard Rates ^(a)

(a) Rate will be calculated based on approved City rates and Perricone Water Quality.

3. **TDS Surcharge** - Charges will be applied following the Interim Agreement. Once in effect, TDS Surcharges are anticipated to be calculated based on inorganic only component of TDS, since this is the portion that will be removed by the City’s planned WWTP Upgrades.
4. **Effluent Quality for Interim Period**

**TABLE 12
 TARGET CONCENTRATIONS DURING INTERIM PERIOD**

Description	Flow (gpd)	BOD (mg/L)	TSS (mg/L)	TDS (mg/L)
Maximum	160,000	3,500	200	4,400
Average	125,000	2,900	170	4,000

(a) Values provided are based on estimates (10 percent contingency over values in Table 5) and will need to be confirmed during startup of the Interim System.

5. **Investment** – Perricone will spend at minimum the difference between calculated revenue between the existing rate and anticipated future rate, which totals to **\$2.26M**.
 - a. Perricone to provide evidence of expenditures.
 - b. Capital costs due to the City each quarter.
 - c. Capital costs includes associated soft costs (design, administration, permitting, etc.).
 - d. Costs reflect the entire duration of the agreement (ending December 31, 2022).

If you have any questions, please feel free to contact us by phone at (805) 298-3380 or by email at rgallagher@gfnet.com.

Sincerely,
 Gannett Fleming



Ryan Gallagher, PE, LEED AP
Vice President



David M. Drew, PE
Principal Engineer

EXHIBIT "C"
SPECIFIC DISCHARGE REQUIREMENTS



**SIGNIFICANT INDUSTRIAL USER (SIU)
DISCHARGE PERMIT**

Date: January 2, 2019

Name: Beaumont Juices, DBA Perricone Juices
Address: 550 B Street
Beaumont, CA 92224

Attention: Bob Rovzar, CEO/Owner
550 B Street
Beaumont, CA 92224
Telephone: (949) 732-3978

Reference: Significant Industrial User Discharge Permit Issued to Beaumont Juices,
dba Perricone Juices

PERMIT NO. SIU-1016-1.1

NAISC NO: 311411

Dear Mr. Rovzar:

The enclosed permit issues pollutant limitations for industrial wastewater from **Beaumont Juices, DBA Perricone Juices (hereinafter referred to as Perricone Juices and/or Permittee)** to the City of Beaumont (City) sewer system. All discharges of wastewater generated at this location, and actions reports relating thereto, shall be in accordance with the terms and conditions of this permit and City's Municipal Code. The Annual Permit Fee will be billed to Perricone Juices in accordance with the City's adopted rate schedule.

If you wish to appeal or challenge any discharge limitation, pretreatment requirement, or condition imposed in this permit, a petition shall be filed for modification or reissuance of this permit within 10 working days of the date of issuance.

"It is hereby certified that this permit was prepared based on information provided by a combination of one or more of the following sources: the user's permit application, facts obtained during field inspections of the user's wastewater generating activities, and additional information obtained from the user."

Kristine A. Day
Assistant City Manager

Issued on July 25, 2018 - Amended on January 2, 2019

By:
City of Beaumont
550 E. 6th Street
Beaumont, CA 92224
(951) 769-8520

**Perricone Juices
Wastewater Discharge
Permit No. SIU-1016-1.1**

SIGNIFICANT INDUSTRIAL USER DISCHARGE PERMIT NO. SIU-1016-1.1

IU Name and Address: **Beaumont Juices, DBA Perricone Juices
550 B Street
Beaumont, CA 92224**

Responsible Party: **Bob Rovzar, CEO/Owner
Telephone: (949) 732-3978**

Contact: **Jerry Badeau, Plant Manager
Email: jerry@perriconefarms.com,
Telephone: (951) 769-8520**

Mailing Address: **550 B Street
Beaumont, CA 92224**


In accordance with the provisions of the City of Beaumont's (City's) Municipal Code Chapter 13.20, Pretreatment and Regulation of Wastes, the above listed facility (permittee) is hereby authorized to discharge wastewater from 550 B Street Beaumont, CA 92224 to the City sewer system. Discharge limitations, monitoring requirements, and other conditions are set forth in this permit. Compliance with this permit does not relieve the permittee of its obligation to comply with all pretreatment regulations, standards or requirements under local, State and Federal laws, including any such laws, regulations, standards, or requirements that may become effective during the term of this permit.

Noncompliance with the terms and conditions of this permit shall constitute a violation of the City's Municipal Code Chapter 13 and shall subject the permittee to applicable enforcement actions.

This permit shall become effective on: January 12, 2019

and shall expire at midnight on: August 15, 2020

The permittee shall not discharge any industrial wastewater after the date of expiration unless an application is filed for reissuance in accordance with the City's Municipal Code Chapter 13.20.320, a minimum of 90-days prior to the expiration of this permit.

By: 
**Kristine A. Day
Assistant City Manager**

**Perricone Juices
Wastewater Discharge
Permit No. SIU-1016-1.1**

PART 1 - DISCHARGE REQUIREMENTS:

A. Permit Duration and Designated Discharge Limits: During the period of **January 12, 2019 to midnight of August 15, 2020**, the Permittee is authorized to discharge the industrial wastewater specified in **Part 1-B**, through the sample location(s), listed below to the City's sewer system.

<u>1. SAMPLE LOCATION</u>	<u>DESCRIPTION</u>
001	Monitoring station. Sample location 001 is subject to local wastewater limitations specified in this permit and any general or specific federal limitations as specified in 40 CFR 403. (See Part 2 C. for location photos)

B. Permit Classification: Perricone Juices is classified as a Class I - Non-Categorical Significant Industrial User (SIU). This decision is based on a flow volume exceeding twenty-five thousand (25,000) gallons per day and the evaluation of waste strength and pollutant characteristics in the discharge.

C. Notification of Process Changes: Perricone Juices is required to notify the City, in writing, at least 30 days in advance, of any new connections or changes to existing dischargers or other modifications which will alter the amount of or pollutant strength of any wastewater, which is discharged to City's Sewer System.

D. Discharge Limitations: The Discharge Limitation Tables on Pages 4 contain local wastewater discharge limitations.

Perricone Juices
 Wastewater Discharge
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LOCAL WASTEWATER DISCHARGE LIMITATIONS

SAMPLE POINTS	CITY OF BEAUMONT LOCAL LIMITS	
Pollutant	Concentration in mg/L (Unless otherwise stated) Daily Maximum	
pH	6.0 – 11.5 (pH units)	
Flow	160,000 gpd	
METAL LIMITS		
Arsenic	0.2	
Cadmium	0.1	
Chromium III	9.2	
Chromium VI	0.1	
Chromium, Total	11.3	
Copper	0.6	
Lead	0.5	
Mercury	0.001	
Molybdenum	3.4	
Nickel	0.8	
Selenium	0.08	
Silver	0.7	
Zinc	3.5	
NON-METAL LIMITS		
Cyanide, Total	0.12	
Biochemical Oxygen Demand (BOD)	320 ^a - 3,500	
Total Suspended Solids (TSS)	300 ^a - 1,500	
Total Dissolved Solids (TDS)	500 ^a - 4,600	
Oil & Grease (Fats, Oils, and Grease)	500	
Oil & Grease (Mineral/Petroleum Oil Origin)	100	
Ammonia	50	
1,4 Dioxane	0.16	
Sulfide, Total	5.0	
Sulfide, Dissolved	0.5	
Polychlorinated Biphenyls (PCB)	0.0016	
Pesticides	0.0016	

- a) Maximum Limit without surcharge. Higher values will be assessed a special billing rate as adopted by the City up to a maximum allowable loading value based upon headwork's loading calculations. Upon determination of said surcharge rates, a contract will be developed between the permittee and the City that identifies additional sewer fees to treat the high strength waste. Said contract will be included as an attachment to this permit.
- b) Based on the average composite value in a 24-hour composite sample except for pH which is an instantaneous limit.

**Perricone Juices
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PART 2 - MONITORING REQUIREMENTS:

A. There are no self-monitoring requirements. The City will routinely conduct monitoring of the permittee's wastewater discharge from the approved monitoring location identified in Part 1. A. 1 of the Permit. The City will conduct an initial monitoring for all pollutants identified in the Local Wastewater Discharge Limitations Table on the previous page. The Table listed below includes continuous monitoring requirements by the permittee. Said records from the pH, EC, and flow monitoring equipment shall be available for inspection and may be required to be submitted monthly or at a frequency deemed acceptable by the City to ensure continuous compliance with those requirements.

POLLUTANT	SAMPLING FREQUENCY	SAMPLE TYPE
Flow	Continuous	Flow Meter
pH	Continuous	pH Meter
Electroconductivity	Continuous	E/C Meter

B. While there are no permit requirements for self-monitoring by the permittee please note that any monitoring performed by the permittee at the approved sample location and in accordance with standard methods using a certified wastewater laboratory must be reported to the City within 10 days of the receipt of said results.

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PART 2 - MONITORING REQUIREMENTS (Continued):

- C. Any sampling conducted by the permittee including sample collection, handling, and preservation of samples and laboratory analyses of samples shall be performed in accordance with **40 CFR, Part 136**, and amendments thereto unless specified otherwise in the monitoring conditions of this permit.
- D. Any sampling of the industrial wastewater by the Permittee at the approved Sample Point as shown below must be reported to the City in accordance with Part 2 B of the permit.:



¹ Sample manhole (SP001) is the approved sample location and contains all wastewater flows from the facility.

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Permit No. SIU-1016-1.1**



**Perricone Juices
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PART 3 - REPORTING REQUIREMENTS:

- A. Permittee's Self-Monitoring Reports: Permittee shall submit copies of pH monitoring; flow monitoring, and EC monitoring monthly, no later than the 10th day of each subsequent month. Said reports shall be reviewed by the permittee prior to submittal to ensure compliance with permitted limitations.
- B. Non-Compliance: The Permittee may be required to perform follow-up sampling upon notification by the City of a discharge violation. In the event of non-compliance monitoring by the Permittee, said Permittee shall ensure all sampling and handling is performed in accordance with **40 CFR, Part 136**, and amendments thereto unless specified otherwise in the monitoring conditions of this permit.
- C. Surcharge Constituents: Flow, BOD, and TSS parameters are used to determine compliance with the permit but are also used to verify surcharge billing values. The City will use data collected by the City at the approved sample location combined with flow monitoring data supplied by the Permittee on a monthly basis to facilitate accurate billing of the Permittee.
- D. Surcharge Billing Contract: The City may develop a contract with the Permittee that will become an attachment to the Permit that details the billing rate and how the monthly sewer fees were calculated.
- E. Any report required by the permit shall include a signed certification statement (See Part 5 Standard Conditions Section D.4. Signatory Requirements of the Permit for a sample.
- F. Automatic Resampling: If the results of the permittee's wastewater analysis indicate a violation of this permit has occurred, the permittee may be required to:
1. Sample for the constituent(s) that were noted as violations by the City. The results of this repeat analysis shall be submitted to the City within 10 days of the notification of non-compliance by the City.
- G. Accidental Discharge Report: The permittee shall notify the City immediately upon the occurrence of any accidental discharge of substances prohibited by City's Pretreatment Ordinance or any upsets, bypass, slug loads or spills that occur at the facility identified in this permit and may enter the public sewer. **During normal business hours, the permittee shall notify the City at (951) 769-8520. After hours, contact the City at (951) 892-3295 or (951) 858-1542.**

A notice shall be permanently posted on the Permittee's bulletin board or other prominent place advising employees who to call in the event of a discharge covered this section. The permittee shall ensure that all employees, who may cause such a

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discharge

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PART 3 - REPORTING REQUIREMENTS (Continued):

to occur, are advised of the emergency notification procedure.

The notification shall include location of the discharge, date and time of the discharge, type of waste, including concentration, volume and corrective actions taken. The permittee's notification of accidental discharges in accordance with this section does not relieve the permittee of other reporting requirements that arise under local, State, or Federal laws.

Within five days following an accidental discharge, the permittee shall submit to the City a detailed written report. The report shall specify:

1. Description and cause of the accidental discharge and the impact of the incident on the permittee's compliance status. The description should also include location of discharge, type, concentration and volume of waste.
 2. Duration of noncompliance, including exact dates and times of noncompliance and the time when compliance is expected to be achieved.
 3. All steps taken or to be taken to reduce, eliminate, and/or prevent recurrence of such conditions of slug load, accidental discharge or other noncompliance events.
- H.** The permittee shall maintain copies of Safety Data Sheets (SDS) for all chemicals used at the facility. If the permittee generates substances listed as toxic under **Section 307 (a)(1)** of the **Clean Water Act**, the permittee must follow Federal regulatory guidelines for the handling and disposal of those substances. Secure storage with secondary containment must be provided with no possible access to the sewer. Storage of the wastes shall not exceed ninety (90) days. Transportation offsite shall be by a licensed carrier to a licensed disposal facility. Copies of all shipping manifests and disposal receipts for hazardous materials shall be available for review during an inspection or upon request by the City.
- I.** All reports required by this permit shall be submitted to the:

**City of Beaumont
Public Works Department
Attention: Environmental Compliance Division
550 E. 6th Street
Beaumont CA 92220-0998**

- J.** All reports shall include the certification statement located in Part 5 Standard Conditions Section D. 4. Signatory Requirements of this Permit.

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PART 4- SPECIAL CONDITIONS:

SECTION A - Re-opener Clause

1. This permit may be reopened and modified to incorporate any new or amended requirement contained in a national categorical pretreatment standard promulgated for the industrial category covered by this permit.
2. This permit may be reopened and modified to incorporate any new or amended requirements resulting from the City re-evaluation of its local limits.
3. This permit may be reopened and modified to incorporate any new or amended requirements developed by the City as are necessary to ensure POTW compliance with applicable biomass management requirements promulgated by Federal Regulations in **40 CFR Part 503**.

PART 5 - STANDARD CONDITIONS:

SECTION A. General Conditions and Definitions

1. Severability: The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.
2. Duty to comply: The Permittee must comply with all conditions of this permit. Failure to comply with the requirements of this permit may be grounds for administrative action, or enforcement proceedings including civil or criminal penalties, injunctive relief, and summary abatements.
3. Duty to Mitigate: The Permittee shall take all reasonable steps to minimize or correct any adverse impact to the public treatment plant or the environment resulting from noncompliance with this permit.
4. Permit Modification: This permit may be modified for good cause including, but not limited to the following:
 - a. To incorporate any new or Amended Federal, State or local pretreatment standards or requirements, including but not limited to changes in City Ordinances or the City's Municipal Code.

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PART 5 - STANDARD CONDITIONS (Continued):

- b.** Material or substantial alterations or additions to the discharger's operation processes, or discharge volume or character which were not considered in drafting the effective permit.
- c.** A change in any condition in either the Permittee or the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge.
- d.** Information indicating that the permitted discharge poses a threat to the City's collection and treatment systems, POTW personnel or the receiving waters.
- e.** To correct typographical or other errors in the permit.
- f.** Upon request of the Permittee, provided such request does not create a violation of any applicable requirements, standards, laws or rules and regulations.

The filing of a request by the Permittee for a permit modification, revocation, and reissuance or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

- 5. Permit Termination:** This permit may be terminated for the following reasons:
- a.** Falsifying self-monitoring reports.
 - b.** Violate a cease and desist order.
 - c.** Failure to accurately report the wastewater sample results.
 - d.** Refusing to allow timely access to the facility premises and records.
 - e.** Failure to meet discharge limitations.
 - f.** Violation of any terms or conditions of this permit.
 - g.** Failure to pay fines or permit fees.
 - h.** Failure to pay sewer charges.
- 6. Permit Appeals:** The Permittee may petition to appeal the terms of this permit within ten (10) working days of issue date.

The petition must be in writing, sent certified mail, return receipt requested. Failure to submit a petition for review shall be deemed to be a waiver of that appeal. If an appeal is submitted, the Permittee must indicate in the appeal, the permit provisions objected to, the reasons for the objection(s), and the alternative

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condition(s), if any, the Permittee seeks to be placed in the permit.

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PART 5 - STANDARD CONDITIONS (Continued):

If the City Council of the City consents to consider an appeal by the Permittee, the effectiveness of this permit shall not be stayed during the appeal process. Appeals to the City Council shall be in accordance with the City's Municipal Code Section 13.20.427. If after considering the petition and any arguments put forth by the City Manager, the Council determines that reconsideration of this permit is proper; the Council shall remand the permit back to the City Manager for reissuance. Those permit provisions being reconsidered by the City Manager at the direction of the Council shall be stayed pending reissuance of the permit.

A decision by the City Council that refuses to reconsider an issued permit shall be considered final administrative action for purposes of judicial review. The permittee seeking judicial review of a final action by the Council must do so by filing a complaint in the Superior Court of the County of Riverside within thirty (30) days.

7. Property Rights: The issuance of this permit does not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any violation of Federal, State, or local laws or regulations.
8. Permit Transfers: Permits may not be reassigned or transferred to a new owner or operator. Upon transfer of ownership, written notice to the City must be provided, and a new permit application submitted by the new owner to the City at least 60 days prior to transfer of ownership.
9. Continuation of Expired Permits: An expired permit will continue to be effective and enforceable until a new permit is issued if:
 - a. The Permittee has submitted a complete permit application at least ninety (90) days prior to the expiration date of the existing permit.
 - b. The failure to reissue the permit, prior to the expiration of the previous permit, is not due to any act or failure to act on the part of the Permittee.
10. Dilution: The Permittee shall not increase the use of potable or process water or, in anyway, attempt to dilute an effluent as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in this permit.

**Perricone Juices
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PART 5 - STANDARD CONDITIONS (Continued):

11. Definitions:

- a. Daily Maximum - The maximum allowable discharge of a constituent during a calendar day where daily limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where daily maximum limitations are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the constituent concentration derived from all measurements taken during that day.
- b. Composite Sample - A sample that is collected over time formed by either continuous sampling or by mixing discreet samples. The samples can either be a time composite or a flow proportional composite sample.
- c. Grab Sample - An individual sample collected in less than 15 minutes, without regard for flow or time.
- d. Instantaneous Maximum Concentration - The maximum concentration allowed in any single grab sample.
- e. Cooling Water - 1) Uncontaminated: Water used for cooling purposes only which has no direct contact with any raw material, intermediate, or final product and which does not contain a level of contaminants detectably higher than that of the intake water; and 2) Contaminated: Water used for cooling purposes only which may become contaminated either through the addition of water treatment chemicals used for corrosion inhibitors or biocides, or by direct contact with process materials and/or wastewater.
- f. Monthly Average - The arithmetic mean of the values for effluent samples collected during a calendar month or specified 30-day period (as opposed to a rolling 30-day Window).
- g. Weekly Average- The arithmetic mean of the values for effluent samples collected over a period of seven consecutive days.
- h. Bi-Weekly - Once every other week.
- i. Bi-Monthly - Once every other month.
- j. Bi-Annually - Once every other year.
- k. Semi- Annually - Once every six months.
- l. Bypass - means the intentional diversion of wastes from any portion of a treatment facility.
- m. Upset: Means an exceptional incident in which there is unintentional and temporary noncompliance with categorical Pretreatment standards because of factors beyond the reasonable control of the Industrial User.

**Perricone Juices
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PART 5 - STANDARD CONDITIONS (Continued):

- 12.** General Prohibitive Standards: The Permittee shall comply with all the general prohibitive discharge standards in Federal regulations **40 CFR Part 403.5 (a)** namely a user may not introduce into a POTW any pollutant(s) which cause pass-through or interference.
- 13.** Specific Prohibitions: The Permittee shall not discharge wastewater to the sewer system:
- a.** Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21;
 - b.** Pollutants which will cause corrosive structural damage to the POTW, but in no case Discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such Discharges;
 - c.** Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in Interference;
 - d.** Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a Discharge at a flow rate and/or pollutant concentration which will cause Interference with the POTW.
 - e.** Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40 °C (104 °F) unless the Approval Authority, upon request of the POTW, approves alternate temperature limits.
 - f.** Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;
 - g.** Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
 - h.** Any trucked or hauled pollutants, except at discharge points designated by the POTW.

Perricone Juices
Wastewater Discharge
Permit No. SIU-1016-1.1

PART 5 - STANDARD CONDITIONS (Continued):

SECTION B – Operations and Maintenance of Pollution Controls

1. Proper Operation and Maintenance: The Permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the Permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes but is not limited to: effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate QA procedures.
2. Duty to halt or Reduce Activity: Upon reduction of efficiency of operation, or loss or failure of all or part of the treatment facility, the Permittee shall, to the extent necessary to maintain compliance with this permit, control its production or discharges (or both) until operation of the treatment facility is restored or an alternative method of treatment is provided. It shall not be a defense for a Permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity, to maintain compliance with the conditions of this permit.
3. Removed Substances: Solids, sludges, filter backwash, or other substances removed during treatment or control of wastewaters shall not be disposed of in the sewer. They shall be disposed of in accordance with **Section 405 of the Clean Water Act**, Subtitles C and D of the Resource Conservation and Recovery Act.

SECTION C – Monitoring and Records

1. Representative Sampling: Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. All samples shall be taken at the monitoring points specified in this permit and, unless otherwise specified before the effluent joins or is diluted by any other waste stream, body of water or substance. All equipment used for sampling and analysis must be routinely calibrated, inspected and maintained to ensure the accuracy of that equipment. Monitoring points shall not be changed without notification to and the approval of the City.

**Perricone Juices
Wastewater Discharge
Permit No. SIU-1016-1.1**

PART 5 - STANDARD CONDITIONS (Continued):

2. Flow Measurements: Flow measurement is required by this Permit, the appropriate flow measurement devices and methods consistent with approved scientific practices shall be selected and used to ensure the accuracy and reliability of measurements of volume of monitored discharges. The devices shall be installed, calibrated and maintained to ensure that the accuracy of the measurement is consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of less than 10 percent from true discharge rates throughout the range of expected discharge volumes.
3. Analytical Methods: All sampling and analysis required by this permit shall be performed in accordance with **40 CFR Part 136** and amendments thereto, unless otherwise approved by EPA, or as specified in this permit.
4. Additional Monitoring: If the Permittee monitors any constituent more frequently than required by this permit, using test procedures identified above in section C 3, the results of this monitoring shall be included in the Permittee's self monitoring reports.
5. Inspection and Entry: The Permittee shall allow the City, or an authorized representative, upon request, reasonable access to:
 - a. Enter upon the Permittee's premises where a regulated facility or activity is located or conducted or where records must be kept under the conditions of this permit;
 - b. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
 - c. Inspect, at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required by this permit;
 - d. Sample or monitor, for assuring permit compliance, any substances or parameters at any location.
6. Retention of Records: The Permittee shall retain records of all monitoring information, including copies of all reports required by this permit. Records of all data including strip chart recordings and all information used to complete the application for this permit, for a period of at least three years from the date of the sample, measurement, report or application. This period may be extended by request of the City at anytime.

**Perricone Juices
Wastewater Discharge
Permit No. SIU-1016-1.1**

PART 5 - STANDARD CONDITIONS (Continued):

- a. All records that pertain to matters that are the subject of special orders or any other enforcement, or litigation activities brought by the City, shall be retained and preserved by the Permittee until all enforcement activities have concluded, and all periods of limitation with respect to any and all appeals have expired.
7. Record Contents: Records of sampling and analysis shall include:
- a. The date, exact place, time, and methods of sampling or measurements, and sample preservation techniques or procedures;
 - b. Name of person or persons who performed the sampling or measurements;
 - c. The date(s) analyses were performed;
 - d. Name of analytical laboratory and person who performed the analyses;
 - e. The analytical methods used; and
 - f. Copies of the results (lab reports) of the analyses.
8. Falsifying Information: Knowingly making any false statement on any report or other document required by this permit or knowingly rendering any monitoring device or method inaccurate is a crime and may result in the imposition of criminal sanctions and/or civil penalties.

SECTION D - Additional Reporting Requirements

1. Anticipated Noncompliance: The Permittee shall give advance notice to the City of any planned changes in the permitted facility or activity, which may result in noncompliance with permit requirements.
2. Automatic Resampling: If the results of the Permittee's wastewater analysis indicate a violation has occurred, the Permittee must notify the City within 24-hours of becoming aware of the violation and repeat the sampling and analysis and submit, in writing, the results of this repeat analysis within 30 days after becoming aware of the original violation.

Perricone Juices
Wastewater Discharge
Permit No. SIU-1016-1.1

PART 5 - STANDARD CONDITIONS (Continued)

3. Duty to provide Information: The Permittee shall furnish to the City, within three (3) working days any information which the City may request to determine whether cause exists for modifying, revoking and reissuing, or terminating, or determining compliance with this permit. The Permittee shall also, upon request, furnish to City within three (3) working days' copies of any records required to be kept by this permit.
4. Signatory Requirements: All applications, reports, or information submitted to the City must contain the following certification statement, and be signed as required in subsections (a), (b), or (c) of this section;

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person (s) who manages the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations".

- a. By a responsible corporate officer, if the Permittee submitting the report is a corporation. For the purpose of this paragraph, a responsible corporate officer means:
 1. A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any person who performs similar policy or decision-making functions for the corporation, or
 2. The manager if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
- b. By a general partner or proprietor if the Permittee submitting the reports is a partnership or sole proprietorship respectively.
- c. By a duly authorized representative if;
 1. the authorization is made in writing by the individual described in paragraph (a) or (b);

**Perricone Juices
Wastewater Discharge
Permit No. SIU-1016-1.1**

PART 5 - STANDARD CONDITIONS (Continued)

2. The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, or having overall responsibility for environmental matters for the discharger; and
 3. The written authorization is submitted to the City.
- d.** If an authorization under paragraph (a), (b), or (c) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the Permittee, a new authorization satisfying the requirements of paragraph (c) of this section must be submitted to the City prior to or together with any reports to be signed by an authorized representative.
5. Annual Publication: At least once each year, a list of all commercial or industrial dischargers, which were subject to enforcement proceedings during the previous twelve months that qualified as Significant Non-Compliance, shall be published annually by the City in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the City in which the Industrial User is located. Accordingly, the Permittee is apprised that noncompliance with this permit may lead to an enforcement action and may result in publication of its name in an appropriate newspaper in accordance with this section.
 6. Recovery of Costs Incurred: The City's Municipal Code provides that in addition to civil and criminal liability, the Permittee who violates any provision of this permit resulting in damage to or otherwise inhibiting the City's wastewater disposal system, shall be liable to the City for any expense, loss, or damage caused by the violation or discharge. The Permittee shall pay for the costs incurred by the City for any cleaning, repair, or replacement work caused by the non-compliance.

The reimbursement shall also include any fines or penalties levied against the City resulting from the violation or discharge. Refusal to pay the assessed costs shall constitute a separate violation of the City's Municipal Code.

SECTION E - ENFORCEMENT:

1. Notice of Violation: Any Permittee found to be in violation of any permit condition, discharge requirement, reporting requirement, or any provision of the City's Municipal

**Perricone Juices
Wastewater Discharge
Permit No. SIU-1016-1.1**

**Perricone Juices
Wastewater Discharge
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SECTION E – ENFORCEMENT (Continued):

Code may be issued a written Notice of Violation. The Notice shall state the nature of the violation and the penalties for continued non-compliance. If required by the notice, the violator shall submit to the City, within a prescribed period specified in the notice, a plan of return to full compliance pursuant to City's Industrial Pretreatment Program.

2. Administrative Complaint: The City's Municipal Code provides that the Manager may issue an Administrative Complaint to any user who violates any permit condition or requirement, a Notice of Violation or any section of the City's Industrial Pretreatment Program.
 - a. The Administrative Complaint shall allege the act or failure to act that constitutes the violation, the provisions of law authorizing the imposition of Civil Liability, and the Civil Penalty proposed.
 - b. The Administrative Complaint shall be served by personal delivery or certified mail and shall give notice to the recipient of a hearing to be conducted within sixty (60) days from the date of service.

3. Administrative Hearing: The Hearing shall be before a hearing officer designated by the City Manager.
 - a. The defendant of an Administrative Complaint may waive the right to a hearing, in which case no hearing shall be held.
 - b. A defendant in an Administrative Hearing wishing to appeal a decision of the Hearing Officer may do so to the City Council of the City within thirty (30) days of notice of the Hearing Officer's decision.
 - c. If after a hearing or appeal, if any, it is found in fact there has been a violation of reporting requirements, discharge requirements, the Hearing Officer or the City Council may assess a Civil Penalty against the defendant.
 - d. In determining the amount of a Civil Penalty, the Hearing Officer or City Council may consider all relevant circumstances including, but not limited to, the extent of harm caused by the violation, the economic benefit derived through any non-compliance, the nature and persistence of the violation, and the corrective actions, if any, attempted or taken by the discharger.

Perricone Juices
Wastewater Discharge
Permit No. SIU-1016-1.1

PART 6 - ENFORCEMENT (Continued):

4. Administrative Civil Penalties:

- a. Fines not to exceed \$2,000.00 for each day of failure or refusal to furnish technical or self-monitoring reports, [**Government Code, Section 54740.5(d)(1)**];
- b. Fines not exceeding \$3,000.00 for each day for failure or refusal to timely comply with any compliance schedule established by the City, [**Government Code, Section 54740.5(d)(2)**];
- c. Fines not to exceed \$5,000.00 per violation for each day for discharges in violation of any discharge limitation, permit condition, or requirement issued, reissued or adopted by the City, [**Government Code, Section 54740.5(d)(3)**];
- d. Fines not exceeding \$10.00 per gallon for discharges in violation of any suspension, cease and desist order, other orders or prohibitions issued, reissued or adopted by the City, [**Government Code, Section 54740.5(d)(4)**].
- e. Unless appealed, orders setting administrative Civil Penalties shall become effective and final upon issuance thereof, and payment shall be made within thirty (30) days. Copies of the orders shall be served by personal service or by registered mail upon the parties served with the Administrative Complaint and to other persons who appeared at the hearing and requested a copy.
- f. All monies collected under these penalties shall be deposited in a special account of the City and shall be made available for the monitoring, treatment and control of harmful discharges into the POTW or for other mitigation measures.
- g. The amount of any Civil Fines imposed as a result of the Administrative Hearing process, which remain delinquent for a period of sixty (60) days shall constitute a lien against the real property of the of the defendant discharger. That lien shall be recorded with the County Recorder and when recorded shall have the force, effect and priority of a judgment lien and continue for ten (10) years from the time of recording unless sooner released, and shall be renewable in accordance with the provisions of Sections 683.110 to 683.220, inclusive, of the Code of Civil Procedure.

**Perricone Juices
Wastewater Discharge
Permit No. SIU-1016-1.1**

PART 6 - ENFORCEMENT (Continued):

5. Judicial Review: Any party aggrieved by a final order issued by the City Council, may obtain review of the Order of the City Council in the Superior Court by filing in the Court a petition for writ of mandate within 30 days following the service of a copy of a decision and order issued by the City Council. If no aggrieved party petitions for a writ of mandate within the time allowed, an order of the City Council or hearing officer shall not be subject to review by any court or agency. The evidence before the Court shall consist of the record before the City Council, including the hearing officer's record, and any other relevant evidence which, in the judgement of the Court, should be considered to effectuate and implement policies of the City's Municipal Code. In every such case, the Court shall exercise its independent judgement of the evidence. Except, as otherwise provided in Subsection 9.02.j., subdivisions (e) and (f) of Section 1094.5 of the Code of Civil Procedure.
6. Civil Liability for Violation: Any person who violates any order issued by the Director of Public Works or any provision of the City's Municipal Code, shall be liable civilly in a sum not to exceed one thousand dollars for each day in which such violation occurs. The City Attorney, upon request of the City Council, shall petition the Superior Court to impose, assess, and recover such sums.
7. Emergency Termination of Service: The City may terminate or cause to be terminated wastewater treatment or wastewater service to any premises if a violation of any provision of this chapter pertaining to control of wastewater is found to exist or if a discharge of wastewater causes or threatens to cause a condition of contamination, pollution, or nuisance, as defined in this chapter.
8. Remedies Non-exclusive: The remedies provided for in this section are not exclusive. The City may take any, all, or any combination of these actions against the non-compliant user. Enforcement of industrial waste discharge limit violations, other permit conditions, sampling requirements or self-monitoring reporting, will generally be in accordance with the City's Enforcement Response Plan. However, the City may take other action against any user when the circumstances warrant. Further, the City is empowered to take more than one enforcement action against any non-compliant user.

**Perricone Juices
Wastewater Discharge
Permit No. SIU-1016-1.1**

PART 6 - ENFORCEMENT (Continued):

- 10.** Criminal Penalties: Any person who violates any provision of this Chapter, any standard, any standard adopted by this chapter, or any permit or permit condition issued under this chapter, is guilty of a misdemeanor, and shall be punished by a fine not exceeding one thousand dollars or six months in the Riverside County jail, or both, for each day on which a violation occurs. (Code 1965, § 31A-26.)
 - a.** Payment of any penalty required in this section shall not relieve a user from responsibility for correcting the violation and reimbursing the City for all costs and expenses associated with all corrections including any fines and/or penalties incurred by the City as a result of the violation.

EXHIBIT “D”

CREDIT REQUEST NO. ____

The undersigned (the “Owner”), hereby requests ISSUANCE OF CREDIT for the Facilities or a Discrete Component (as defined in the Agreement, dated as of _____, 2019 by and among the City of Beaumont (the “City”) and the Owner), all as more fully described in Attachment 1 hereto. In connection with this Credit Request, the undersigned hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized officer of the Owner, qualified to execute this Credit Request on behalf of the Owner and is knowledgeable as to the matters set forth herein.

2. To the extent that this Credit Request is with respect to a completed Facilities, the Owner has submitted or submits herewith to the City all documentation required under the Agreement.

3. All costs of the Facilities or Discrete Components thereof for which credit is requested hereby are actual costs (as defined in the Agreement referenced above) and have not been inflated or misrepresented in any respect. The items for which credit is requested have not been the subject of any prior Credit Request submitted to the City.

4. Supporting documentation (such as third party invoices) is attached with respect to each cost for which Credit is requested.

5. There has been full compliance with applicable laws relating to prevailing wages for the work to construct the Facilities or Discrete Components thereof for which Credit is requested.

6. The Facilities or Discrete Components thereof for which Credit is requested were constructed in accordance with all applicable City or other governmental standards.

7. The Owner is in compliance with the terms and provisions of the Agreement, including the award of contracts under which the construction for which this Credit is requested.

8. The costs for the Facilities or Discrete Component (a detailed calculation of which is shown in Attachment 1 hereto for each such Facilities or Discrete Component), has been calculated in conformance with the terms of the Agreement.

9. Neither the Owner nor any Affiliate (as defined in the Agreement) is in default in the payment of ad valorem real Property taxes, assessments, special taxes, sewer service charges applying to the Property.

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

Dated: _____

OWNER:
Beaumont Juice, Inc., a California corporation

By: _____

Name: _____

Title: _____

Dated: _____

CITY:

Credit Request Approved for Submission to
Finance Manager

By: _____
Director of Public Works



Staff Report

TO: Mayor and City Council Members
 FROM: Todd Parton, City Manager
 DATE: October 1, 2019
 SUBJECT: June 2019 Preliminary Financial Reports and July Financial Reports

Background and Analysis:

The June 2019 and July 2019 Monthly Financial Reports are attached for review, as follows:

1. General Fund (summary level) – Actual versus Budget, current month and year to date
2. General Fund (summary level) – Current versus Prior Year, current month and year to date
3. Waste Water Fund (summary level) – Actual versus Budget, current month and year to date
4. Waste Water Fund (summary level) – Current versus Prior Year, current month and year to date
5. Treasurer’s Report – Cash Account Reconciled Balance allocations by Fund

The June financials should result in 0% of the budget remaining, however, please note that these are preliminary June financials and year end accruals and adjustments still need to be made. The July financials should result in 91.67% of the budget remaining. Because the budget to actual variances can be deceiving, please note the following:

Revenues	Actual greater than Budget	Positive Overall Effect
	Actual less than Budget	Negative Overall Effect
Expenses	Actual greater than Budget	Negative Overall Effect
	Actual less than Budget	Positive Overall Effect

July is an unusual month for variances due to the reversal of June year end accruals. Bank reconciliations are completed as follows:

Pooled Cash (Citibank) thru 08/21/19
 Bank of Hemet:
 Payroll thru 7/31/19

Gas Tax	thru 8/31/19
Workers Comp	thru 7/31/19
Seizure/Evidence	thru 8/31/19
Construction	thru 8/31/19
Trustee Accounts	thru 07/31/19
LAIF	thru 08/31/19

Fiscal Impact:

None

Recommendation:

Receive and file.



City Manager Review: Todd Parton
City Manager

Attachments:

[2019-07-31 Financial Reports](#)

[2019-06-30 Financial Reports updated](#)

CITY OF BEAUMONT
Cash Balance Analysis and Reconciliation
For the One Month Ending July 31, 2019

Fund	Fund Name	Beginning Cash 6/30/19	Revenues	Expenses	Fund Transfers	Net Change Assets	Net Adjmts to Equity	Net Change Liabilities	Ending Cash 7/31/19
	GENERAL FUNDS	11,123,679.29	6,764,506.85	(3,234,827.42)	-	(729,722.94)	(23,913.39)	(2,015,552.09)	11,884,170.30
	SPECIAL REVENUE FUNDS	18,047,878.27	220,936.72	(203,500.00)	-	-	(4,086.50)	3,282.60	18,064,511.09
	CAPITAL FUNDS	39,923,221.53	176,929.77	(43,799.99)	-	(6,910.42)	-	(1,197,599.17)	38,851,841.72
	WASTEWATER FUNDS	11,337,422.59	1,652,033.79	(253,307.11)	-	(120,640.29)	-	(431,890.12)	12,183,618.86
	TRANSIT FUNDS	(1,308,771.14)	13,611.57	(212,821.95)	-	-	-	(67,317.94)	(1,575,299.46)
	AGENCY FUNDS	27,892,121.20	(197,179.26)	3,500.00	(3,500.00)	(21,859.19)	-	-	27,673,082.75
	TOTAL FUNDS	107,015,551.74	8,630,839.44	(3,944,756.47)	(3,500.00)	(879,132.84)	(27,999.89)	(3,709,076.72)	107,081,925.26

Reconciled Balances

Pooled Cash - Checking	57,845,253.29	58,971,700.19
Certificate of Deposit	200,000.00	200,000.00
Payroll	2,125,437.51	740,871.67
Workers Compensation	108,637.41	40,299.37
Gas Tax/Transportation	2,281,131.76	2,441,618.80
Construction	7,679,428.13	7,680,122.43
Seizure/Evidence	524,325.75	524,325.75
LAIF	36,251,337.89	36,482,987.05
Total Reconciled Balances	107,015,551.74	107,081,925.26



City of Beaumont, CA

PRELIMINARY

GENERAL FUND
Income Statement - Budget to Actual
For the One Month and Year to Date 07/31/19

	Current Total Budget	July 2019 Activity	Year to Date Activity	Variance Favorable (Unfavorable)	% Remaining	FY19-20 Projection
REVENUES						
40 - TAXES	18,233,044.87	582,319.21	582,319.21	(17,650,725.66)	-96.81%	18,233,044.87
41 - LICENSES	214,221.00	83,960.61	83,960.61	(130,260.39)	-60.81%	214,221.00
42 - PERMITS	5,167,885.00	152,867.44	152,867.44	(5,015,017.56)	-97.04%	5,167,885.00
45 - INTERGOVERNMENTAL	21,288.00	0.00	0.00	(21,288.00)	-100.00%	21,288.00
47 - CHARGES FOR SERVICE	2,852,950.00	5,873,710.77	5,873,710.77	3,020,760.77	105.88%	2,852,950.00
50 - FINES AND FORFEITURES	133,850.00	11,531.96	11,531.96	(122,318.04)	-91.38%	133,850.00
53 - COST RECOVERY	125,000.00	58,357.64	58,357.64	(66,642.36)	0.00%	125,000.00
54 - MISCELLANEOUS REVENUES	22,500.00	1,759.22	1,759.22	(20,740.78)	-92.18%	22,500.00
58- OTHER FINANCING SOURCES	5,000.00	0.00	0.00	(5,000.00)	0.00%	5,000.00
TOTAL REVENUES	<u>26,775,738.87</u>	<u>6,764,506.85</u>	<u>6,764,506.85</u>	<u>(20,011,232.02)</u>	<u>-74.7%</u>	<u>26,775,738.87</u>
EXPENSES						
60 - PERSONNEL SERVICES	19,419,793.00	1,745,896.55	1,745,896.55	17,673,896.45	91.0%	19,419,793.00
65 - OPERATING COSTS	12,384,315.00	1,479,785.59	1,479,785.59	10,904,529.41	88.1%	12,384,315.00
70 - CAPITAL IMPROVEMENTS	456,970.08	9,145.28	9,145.28	447,824.80	98.0%	456,970.08
TOTAL EXPENSES	<u>32,261,078.08</u>	<u>3,234,827.42</u>	<u>3,234,827.42</u>	<u>29,026,250.66</u>	<u>90.0%</u>	<u>32,261,078.08</u>
TRANSFERS						
90 - TRANSFERS	5,533,300.00	0.00	0.00	(5,533,300.00)	-100.0%	5,533,300.00
NET CHANGE	<u><u>47,960.79</u></u>	<u><u>3,529,679.43</u></u>	<u><u>3,529,679.43</u></u>	<u><u>3,481,718.64</u></u>	<u>7259.5%</u>	<u><u>47,960.79</u></u>
FY19-20 PROJECTED NET CHANGE	47,961					



City of Beaumont, CA

PRELIMINARY

GENERAL FUND
Comparative Income Statement
For the One Month and Year to Date 07/31/2018 and 2019

	2018-2019	2019-2020	July Activity	Variance	2018-2019	2019-2020	YTD Variance	Variance
	July 2018	July 2019	Favorable / (Unfavorable)	%	Year to Date Activity	Year to Date Activity	Favorable / (Unfavorable)	%
REVENUES								
40 - TAXES	(624,378.56)	582,319.21	1,206,697.77	-193.26%	(624,378.56)	582,319.21	1,206,697.77	-193.26%
41 - LICENSES	39,605.12	83,960.61	44,355.49	111.99%	39,605.12	83,960.61	44,355.49	111.99%
42 - PERMITS	412,657.23	152,867.44	(259,789.79)	-62.96%	412,657.23	152,867.44	(259,789.79)	-62.96%
45 - INTERGOVERNMENTAL	11,730.00	0.00	(11,730.00)	-100.00%	11,730.00	0.00	(11,730.00)	-100.00%
47 - CHARGES FOR SERVICE	174,116.16	5,873,710.77	5,699,594.61	3273.44%	174,116.16	5,873,710.77	5,699,594.61	3273.44%
50 - FINES AND FORFEITURES	(6,024.76)	11,531.96	17,556.72	-291.41%	(6,024.76)	11,531.96	17,556.72	-291.41%
53 - COST RECOVERY	13,388.17	58,357.64	44,969.47	335.89%	13,388.17	58,357.64	44,969.47	335.89%
54 - MISCELLANEOUS REVENUES	(1,060.51)	1,759.22	2,819.73	-265.88%	(1,060.51)	1,759.22	2,819.73	-265.88%
58 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
TOTAL REVENUES	<u>20,032.85</u>	<u>6,764,506.85</u>	<u>6,744,474.00</u>	<u>33667.07%</u>	<u>20,032.85</u>	<u>6,764,506.85</u>	<u>6,744,474.00</u>	<u>33667.07%</u>
EXPENSES								
60 - PERSONNEL SERVICES	1,080,254.42	1,745,896.55	(665,642.13)	-61.62%	1,080,254.42	1,745,896.55	(665,642.13)	-61.62%
65 - OPERATING COSTS	1,107,927.39	1,479,785.59	(371,858.20)	-33.56%	1,107,927.39	1,479,785.59	(371,858.20)	-33.56%
70 - CAPITAL IMPROVEMENTS	143,844.87	9,145.28	134,699.59	93.64%	143,844.87	9,145.28	134,699.59	93.64%
TOTAL EXPENSES	<u>2,332,026.68</u>	<u>3,234,827.42</u>	<u>(902,800.74)</u>	<u>-38.71%</u>	<u>2,332,026.68</u>	<u>3,234,827.42</u>	<u>(902,800.74)</u>	<u>-38.71%</u>
TRANSFERS								
90 - TRANSFERS	(823,304.45)	-	823,304.45	0.00%	(823,304.45)	0.00	823,304.45	100.00%
NET CHANGE	<u>(3,135,298.28)</u>	<u>3,529,679.43</u>	<u>6,664,977.71</u>	<u>-212.58%</u>	<u>(3,135,298.28)</u>	<u>3,529,679.43</u>	<u>6,664,977.71</u>	<u>212.58%</u>



City of Beaumont, CA

PRELIMINARY

WASTE WATER FUNDS
Income Statement - Budget to Actual
For the One Month and Year to Date 7/31/19

	Current Total Budget	July 2019 Activity	Year to Date Activity	Variance Favorable (Unfavorable)	% Remaining	FY19-20 Projection
REVENUES						
47 - CHARGES FOR SERVICE	2,441,957.00	33,431.64	33,431.64	(2,408,525.36)	-98.6%	2,441,957.00
54 - MISCELLANEOUS REVENUES	(3,843,687.50)	120,640.29	120,640.29	3,964,327.79	-103.1%	(3,843,687.50)
56 - PROPRIETARY REVENUES	9,862,625.00	1,497,961.86	1,497,961.86	(8,364,663.14)	-84.8%	9,862,625.00
58 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.0%	0.00
TOTAL REVENUES	<u>8,460,894.50</u>	<u>1,652,033.79</u>	<u>1,652,033.79</u>	<u>(6,808,860.71)</u>	<u>-80.5%</u>	<u>8,460,894.50</u>
EXPENSES						
60 - PERSONNEL SERVICES	1,895,369.00	157,867.84	157,867.84	1,737,501.16	91.7%	1,895,369.00
65 - OPERATING COSTS	2,922,998.18	86,802.81	86,802.81	2,836,195.37	97.0%	2,922,998.18
70 - CAPITAL IMPROVEMENTS	1,303,637.64	8,636.46	8,636.46	1,295,001.18	99.3%	1,303,637.64
TOTAL EXPENSES	<u>6,122,004.82</u>	<u>253,307.11</u>	<u>253,307.11</u>	<u>5,868,697.71</u>	<u>95.9%</u>	<u>6,122,004.82</u>
DEBT SERVICE						
80 - DEBT SERVICE PAYMENT	(1,000,000.00)	-	(1,000,000.00)	0.00	0.0%	-
TRANSFERS						
90 - TRANSFERS	-	-	-	-	0.0%	-
NET CHANGE	<u>1,338,889.68</u>	<u>1,398,726.68</u>	<u>1,398,726.68</u>	<u>(940,163.00)</u>	<u>-70.2%</u>	<u>2,338,889.68</u>
FY19-20 PROJECTED NET CHANGE	2,338,889.68					



City of Beaumont, CA

PRELIMINARY

WASTE WATER FUNDS
Comparative Income Statement
For the One Month and Year to Date 07/31/2018 and 2019

	2018-2019	2019-2020	July Activity	Variance	2018-2019	2019-2020	YTD Variance	Variance
	July 2018	July 2019	Favorable / (Unfavorable)	%	Year to Date Activity	Year to Date Activity	Favorable / (Unfavorable)	%
REVENUES								
47 - CHARGES FOR SERVICE	290,297.30	33,431.64	(256,865.66)	-88.48%	290,297.30	33,431.64	(256,865.66)	-88.48%
54 - MISCELLANEOUS REVENUES	0.00	120,640.29	120,640.29	0.00%	0.00	120,640.29	120,640.29	0.00%
56 - PROPRIETARY REVENUES	(4,813.47)	1,497,961.86	1,502,775.33	-31220.21%	(4,813.47)	1,497,961.86	1,502,775.33	-31220.21%
58- OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
TOTAL REVENUES	<u>285,483.83</u>	<u>1,652,033.79</u>	<u>1,366,549.96</u>	<u>478.68%</u>	<u>285,483.83</u>	<u>1,652,033.79</u>	<u>1,366,549.96</u>	<u>478.68%</u>
EXPENSES								
60 - PERSONNEL SERVICES	21,527.27	157,867.84	(136,340.57)	-633.34%	21,527.27	157,867.84	(136,340.57)	-633.34%
65 - OPERATING COSTS	166,781.89	86,802.81	79,979.08	47.95%	166,781.89	86,802.81	79,979.08	47.95%
70 - CAPITAL IMPROVEMENTS	8,636.46	8,636.46	0.00	0.00%	8,636.46	8,636.46	0.00	0.00%
TOTAL EXPENSES	<u>196,945.62</u>	<u>253,307.11</u>	<u>(56,361.49)</u>	<u>-28.62%</u>	<u>196,945.62</u>	<u>253,307.11</u>	<u>(56,361.49)</u>	<u>-28.62%</u>
DEBT SERVICE								
80- DEBT SERVICE PAYMENT	0.00	(1,000,000.00)	1,000,000.00	0.00%	0.00	(1,000,000.00)	1,000,000.00	0.00%
TRANSFERS								
90 - TRANSFERS	0.00	-	0.00	0.00%	1,303,220.75	-	(1,303,220.75)	-100.00%
NET CHANGE	<u><u>88,538.21</u></u>	<u><u>1,398,726.68</u></u>	<u><u>1,310,188.47</u></u>	<u><u>1479.80%</u></u>	<u><u>1,391,758.96</u></u>	<u><u>1,398,726.68</u></u>	<u><u>6,967.72</u></u>	<u><u>0.50%</u></u>

CITY OF BEAUMONT
Cash Balance Analysis and Reconciliation
For the Twelve Months Ending June 30, 2019

Fund	Fund Name	Beginning Cash 06/30/2018	Revenues	Expenses	Fund Transfers	Net Change Assets	Net Adjmts to Equity	Net Change Liabilities	Ending Cash 6/30/19
	GENERAL FUNDS	8,262,961.20	32,837,019.99	(35,624,863.67)	412,326.53	3,605,211.11	-	1,631,024.13	11,123,679.29
	SPECIAL REVENUE FUNDS	10,386,928.17	8,391,382.46	(289,460.19)	(475,290.51)	233,980.44	-	(199,662.10)	18,047,878.27
	CAPITAL FUNDS	36,267,375.48	20,114,639.84	(38,185,073.72)	13,824,702.04	6,385,517.64	211,585.63	1,304,474.62	39,923,221.53
	WASTEWATER FUNDS	13,276,268.32	20,506,528.75	(39,899,343.53)	4,636,047.00	(70,671,926.90)	4,351,755.65	79,138,093.30	11,337,422.59
	TRANSIT FUNDS	1,154,061.19	2,010,574.44	(3,394,181.11)	321.66	(959,855.21)	18,586.00	(138,278.11)	(1,308,771.14)
	AGENCY FUNDS	13,919,790.31	56,959,111.68	(27,175,364.37)	(16,267,504.99)	(80,779,749.67)	123,813.85	81,112,024.39	27,892,121.20
	TOTAL FUNDS	83,267,384.67	140,819,257.16	(144,568,286.59)	2,130,601.73	(142,186,822.59)	4,705,741.13	162,847,676.23	107,015,551.74

Reconciled Balances

Pooled Cash - Checking	33,734,678.11	57,845,253.29
Certificate of Deposit	-	200,000.00
Payroll	2,121,841.14	2,125,437.51
Workers Compensation	98,510.38	108,637.41
Gas Tax/Transportation	1,717,530.87	2,281,131.76
Construction	9,623,238.94	7,679,428.13
Seizure/Evidence	524,325.75	524,325.75
LAIF	35,447,259.48	36,251,337.89
Total Reconciled Balances	83,267,384.67	107,015,551.74



City of Beaumont, CA

PRELIMINARY

GENERAL FUND

Income Statement - Budget to Actual
For the Twelve Months and Year to Date 06/30/19

	Current Total Budget	June 2019 Activity	Year to Date Activity	Variance Favorable (Unfavorable)	% Remaining	FY18-19 Projection
REVENUES						
40 - TAXES	16,980,867.00	3,384,367.96	17,304,187.17	323,320.17	1.90%	16,980,867.00
41 - LICENSES	212,100.00	86,577.67	288,277.45	76,177.45	35.92%	212,100.00
42 - PERMITS	5,397,170.00	431,314.03	5,002,895.25	(394,274.75)	-7.31%	5,397,170.00
45 - INTERGOVERNMENTAL	21,288.00	0.00	41,191.92	19,903.92	93.50%	21,288.00
47 - CHARGES FOR SERVICE	7,702,800.00	990,406.02	8,686,088.45	983,288.45	12.77%	7,702,800.00
50 - FINES AND FORFEITURES	110,000.00	10,381.44	114,288.29	4,288.29	3.90%	110,000.00
53 - COST RECOVERY	0.00	180,809.16	673,068.33	673,068.33	0.00%	0.00
54 - MISCELLANEOUS REVENUES	22,500.00	8,319.69	29,438.79	6,938.79	30.84%	22,500.00
58- OTHER FINANCING SOURCES	0.00	0.00	28,129.04	28,129.04	0.00%	0.00
TOTAL REVENUES	30,446,725.00	5,092,175.97	32,167,564.69	1,720,839.69	5.7%	30,446,725.00
EXPENSES						
60 - PERSONNEL SERVICES	17,314,871.00	1,934,326.99	17,277,448.79	37,422.21	0.2%	17,314,871.00
65 - OPERATING COSTS	17,335,227.40	4,050,568.40	17,478,268.32	(143,040.92)	-0.8%	17,335,227.40
70 - CAPITAL IMPROVEMENTS	878,938.36	83,207.45	675,905.66	203,032.70	23.1%	878,938.36
TOTAL EXPENSES	35,529,036.76	6,068,102.84	35,431,622.77	97,413.99	0.3%	35,529,036.76
TRANSFERS						
90 - TRANSFERS	5,232,745.00	0.00	87,326.53	(5,145,418.47)	-98.3%	5,232,745.00
NET CHANGE	150,433.24	(975,926.87)	(3,176,731.55)	(3,327,164.79)	-2211.7%	150,433.24
FY18-19 PROJECTED NET CHANGE	150,433					



City of Beaumont, CA

PRELIMINARY

GENERAL FUND
Comparative Income Statement
For the Twelve Months and Year to Date 06/30/2018 and 2019

	2017-2018	2018-2019	June Activity	Variance	2017-2018	2018-2019	YTD Variance	Variance
	June 2018	June 2019	Favorable / (Unfavorable)	%	Year to Date Activity	Year to Date Activity	Favorable / (Unfavorable)	%
REVENUES								
40 - TAXES	2,397,797.13	3,384,367.96	986,570.83	41.14%	17,720,668.63	17,304,187.17	(416,481.46)	-2.35%
41 - LICENSES	92,199.67	86,577.67	(5,622.00)	-6.10%	242,634.30	288,277.45	45,643.15	18.81%
42 - PERMITS	861,384.88	431,314.03	(430,070.85)	-49.93%	4,530,441.62	5,002,895.25	472,453.63	10.43%
45 - INTERGOVERNMENTAL	0.00	0.00	0.00	0.00%	7,288.01	41,191.92	33,903.91	465.20%
47 - CHARGES FOR SERVICE	1,293,837.46	990,406.02	(303,431.44)	-23.45%	8,491,816.62	8,686,088.45	194,271.83	2.29%
50 - FINES AND FORFEITURES	18,534.09	10,381.44	(8,152.65)	-43.99%	114,572.40	114,288.29	(284.11)	-0.25%
53 - COST RECOVERY	33,439.74	180,809.16	147,369.42	440.70%	360,921.47	673,068.33	312,146.86	86.49%
54 - MISCELLANEOUS REVENUES	6,451.87	8,319.69	1,867.82	28.95%	38,982.57	29,438.79	(9,543.78)	-24.48%
58 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00%	5,341.50	28,129.04	22,787.54	426.61%
TOTAL REVENUES	<u>4,703,644.84</u>	<u>5,092,175.97</u>	<u>388,531.13</u>	<u>8.26%</u>	<u>31,512,667.12</u>	<u>32,167,564.69</u>	<u>654,897.57</u>	<u>2.08%</u>
EXPENSES								
60 - PERSONNEL SERVICES	1,547,125.16	1,934,326.99	(387,201.83)	-25.03%	14,516,638.93	17,277,448.79	(2,760,809.86)	-19.02%
65 - OPERATING COSTS	2,715,105.02	4,050,568.40	(1,335,463.38)	-49.19%	15,339,167.65	17,478,268.32	(2,139,100.67)	-13.95%
70 - CAPITAL IMPROVEMENTS	(468,539.87)	83,207.45	(551,747.32)	117.76%	112,137.27	675,905.66	(563,768.39)	-502.75%
TOTAL EXPENSES	<u>3,793,690.31</u>	<u>6,068,102.84</u>	<u>(2,274,412.53)</u>	<u>-59.95%</u>	<u>29,967,943.85</u>	<u>35,431,622.77</u>	<u>(5,463,678.92)</u>	<u>-18.23%</u>
TRANSFERS								
90 - TRANSFERS	3,771,453.72	-	(3,771,453.72)	0.00%	3,749,842.61	87,326.53	(3,662,516.08)	97.67%
NET CHANGE	<u><u>4,681,408.25</u></u>	<u><u>(975,926.87)</u></u>	<u><u>(5,657,335.12)</u></u>	<u><u>-120.85%</u></u>	<u><u>5,294,565.88</u></u>	<u><u>(3,176,731.55)</u></u>	<u><u>(8,471,297.43)</u></u>	<u><u>160.00%</u></u>



City of Beaumont, CA

PRELIMINARY

WASTE WATER FUNDS
Income Statement - Budget to Actual
For the Twelve Months and Year to Date 6/30/19

	Current Total Budget	June 2019 Activity	Year to Date Activity	Variance Favorable (Unfavorable)	% Remaining	FY18-19 Projection
REVENUES						
47 - CHARGES FOR SERVICE	2,050,000.00	530,311.43	3,705,701.90	1,655,701.90	80.8%	2,050,000.00
50 - FINES AND FORFEITURES	9,000.00	0.00	9,000.00	0.00	0.0%	0.00
54 - MISCELLANEOUS REVENUES	33,000.00	178,429.68	1,153,015.52	1,120,015.52	0.0%	33,000.00
56 - PROPRIETARY REVENUES	8,820,774.00	2,384.28	7,303,378.94	(1,517,395.06)	-17.2%	8,820,774.00
58 - OTHER FINANCING SOURCES	90,001,466.00	0.00	8,896,465.88	(81,105,000.12)	-90.1%	90,001,466.00
TOTAL REVENUES	<u>100,914,240.00</u>	<u>711,125.39</u>	<u>21,067,562.24</u>	<u>(79,846,677.76)</u>	<u>-79.1%</u>	<u>100,905,240.00</u>
EXPENSES						
60 - PERSONNEL SERVICES	932,764.00	150,791.51	919,774.93	12,989.07	1.4%	932,764.00
65 - OPERATING COSTS	7,318,360.00	858,048.85	5,204,191.78	2,114,168.22	28.9%	7,318,360.00
70 - CAPITAL IMPROVEMENTS	87,289,750.00	9,022,012.87	32,114,021.61	55,175,728.39	63.2%	87,289,750.00
TOTAL EXPENSES	<u>95,540,874.00</u>	<u>10,030,853.23</u>	<u>38,237,988.32</u>	<u>57,302,885.68</u>	<u>60.0%</u>	<u>95,540,874.00</u>
TRANSFERS						
90 - TRANSFERS	50,000.00	(130,638.64)	4,075,013.51	4,025,013.51	8050.0%	50,000.00
NET CHANGE	<u>5,423,366.00</u>	<u>(9,450,366.48)</u>	<u>(13,095,412.57)</u>	<u>(18,518,778.57)</u>	<u>-341.5%</u>	<u>5,414,366.00</u>
FY18-19 PROJECTED NET CHANGE	5,414,366.00					



City of Beaumont, CA

PRELIMINARY

WASTE WATER FUNDS
Comparative Income Statement
For the Twelve Months and Year to Date 06/30/2018 and 2019

	2017-2018 June 2018	2018-2019 June 2019	June Activity Favorable / (Unfavorable)	Variance %	2017-2018 Year to Date Activity	2018-2019 Year to Date Activity	YTD Variance Favorable / (Unfavorable)	Variance %
REVENUES								
47 - CHARGES FOR SERVICE	755,419.91	530,311.43	(225,108.48)	-29.80%	3,137,253.35	3,705,701.90	568,448.55	18.12%
50 - FINES AND FORFEITURES	0.00	0.00	0.00	0.00%	0.00	9,000.00	9,000.00	0.00%
54 - MISCELLANEOUS REVENUES	0.00	178,429.68	178,429.68	0.00%	0.00	1,153,015.52	1,153,015.52	0.00%
56 - PROPRIETARY REVENUES	1,348,744.58	2,384.28	(1,346,360.30)	-99.82%	8,046,175.93	7,303,378.94	(742,796.99)	-9.23%
58- OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00%	0.00	8,896,465.88	8,896,465.88	0.00%
TOTAL REVENUES	<u>2,104,164.49</u>	<u>711,125.39</u>	<u>(1,393,039.10)</u>	<u>-66.20%</u>	<u>11,183,429.28</u>	<u>21,067,562.24</u>	<u>9,884,132.96</u>	<u>88.38%</u>
EXPENSES								
60 - PERSONNEL SERVICES	58,078.21	150,791.51	(92,713.30)	-159.64%	303,747.22	919,774.93	(616,027.71)	-202.81%
65 - OPERATING COSTS	7,830,757.16	858,048.85	6,972,708.31	89.04%	13,439,150.19	5,204,191.78	8,234,958.41	61.28%
70 - CAPITAL IMPROVEMENTS	(3,491,927.81)	9,022,012.87	(12,513,940.68)	358.37%	(3,282,173.24)	32,114,021.61	(35,396,194.85)	1078.44%
TOTAL EXPENSES	<u>4,396,907.56</u>	<u>10,030,853.23</u>	<u>(5,633,945.67)</u>	<u>-128.13%</u>	<u>10,460,724.17</u>	<u>38,237,988.32</u>	<u>(27,777,264.15)</u>	<u>-265.54%</u>
TRANSFERS								
90 - TRANSFERS	0.00	(130,638.64)	(130,638.64)	0.00%	1,303,220.75	4,075,013.51	2,771,792.76	212.69%
NET CHANGE	<u>(2,292,743.07)</u>	<u>(9,450,366.48)</u>	<u>(7,157,623.41)</u>	<u>312.19%</u>	<u>2,025,925.86</u>	<u>(13,095,412.57)</u>	<u>(15,121,338.43)</u>	<u>-746.39%</u>



Staff Report

TO: Mayor and City Council Members

FROM: Sean Thuilliez, Police Chief

DATE: October 1, 2019

SUBJECT: Purchase of Three 2020 Ford Explorer Police Interceptors and Lease Two 2020 Ford Explorer Police Interceptors for the Police Department

Background and Analysis:

The Police Department requests the purchase of three new police vehicles and the lease of two additional vehicles. The acquisition of these vehicles were approved by Council in the FY 19/20 budget.

The Beaumont Police Department requested three quotes from dealers who sell the Police Interceptor; National Auto Fleet Group, Fairview Ford and Sunrise Ford, to purchase the three 2020 Ford Explorer Police Interceptors and lease two more.

Ford Credit's Municipal Lease Purchase financing program is an ideal program to acquire vehicles while operating within limited budget confines without major cash outlays or long-term debt obligations. The lease option allows us to spread the costs of the two vehicles over several years rather than all at once. With the immediate need to replace two vehicles due to their condition, the lease option is an appropriate method for this acquisition. Ford Motor Company has a very competitive lease program that allows the City to purchase the vehicles at the end of the lease for \$1.00.

Beaumont Police Department would like to utilize National Auto Fleet Group for the purchase of the new vehicles even though the quote is higher than Fairview Ford. National Auto Fleet Group specializes in police vehicles by preparing them with wiring and spotlights prior to being outfitted with emergency equipment. They also give fleet rates for government agencies and deliver the vehicles to the designated place. Beaumont Police Department also has a good working partnership with the staff from prior purchases.

The installation of all emergency and necessary equipment will cost an additional \$15,908.59 per vehicle for a total of \$79,542.95.

The removal of emergency equipment from both vehicles is estimated at \$870.00. Staff is proposing to auction the 2008 Chevy Tahoe and the 2007 Chevy Tahoe through an auction

service utilized by the police department for retired vehicles. Retired vehicles are commonly auctioned off in an as-is condition with the City bearing no responsibility when sold. All emergency equipment and graphics are removed prior to auction.

Fiscal Impact:

The fiscal impact to purchase three new Ford Police Interceptors is \$117,068.61.

The fiscal impact to lease two new Ford Police Interceptors is \$78,045.74.

The approximate initial fiscal impact to remove all emergency equipment from the retired Chevy Tahoes is \$870.00.

Purchase and installation of all emergency equipment and necessary equipment for all five police vehicles is estimated at \$79,542.95.

Recommendation:

1. Authorize staff to retire and auction the listed vehicles from the Police Department fleet at a cost of \$870.00;
2. Authorize staff to purchase three and lease two Police Vehicles in the total amount of \$195,114.35 from National Auto Fleet Group; and
3. Authorize staff to purchase emergency equipment and installation for all vehicles, in the amount not to exceed \$81,000.00 from West Coast Lights and Siren.



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Quotes](#)

A division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
855 BUY-NJPA 626-457-5590
855 289-6572 626-457-5593

Patrol

September 4, 2019

Commander Jeremy Dorrrough
Beaumont Police Dept.
660 Orange Ave
Beaumont, CA 92223
Delivery Via Email

Dear Commander Dorrrough,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Beaumont, new/unused 2020 Ford Police Interceptor Utilities responding to your requirement with the attached specifications for:

2020 Ford Utility	36,208.00
Sales Tax	2,806.12
Tire tax	8.75
Total	39,022.87
3 units	117,068.61

These vehicles are available under the Sourcewell master vehicle contract # 120716 formally known as the NJPA master vehicle contract# 120716.

Terms are net 30 days. Estimated delivery date 90-120 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.



John Oviyach
National Law Enforcement Account Manager
National Auto Fleet Group
Wondries Fleet Group





FAIRVIEW FORD SALES, INC
FLEET AND TRUCK CENTER
740 WEST 2ND STREET
P O BOX 1390
SAN BERNARDINO CA 92402
 PHONE #:(909) 386-0281 FAX #:(909) 386-0292

VEHICLE ORDER CONFIRMATION

08/28/19 20:18:15

Dealer: F71156

Page: 1 of 2

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2020 EXPLORER 4-DOOR

Order No: 0000 Priority: L3 Ord FIN: QH227 Order Type: 5B Price Level: 025
 Ord PEP: 500A Cust/Flt Name: BEAUMONT PD PO Number:

	RETAIL			RETAIL	
K8A	4DR AWD POLICE	\$40615	68G	RR DR/LK INOP	\$75
	.119" WHEELBASE		794	PRICE CONCESSN	
YZ	OXFORD WHITE			REMARKS TRAILER	
9	CLTH BKTS/VNL R		87R	RR VIEW MIR/CAM	NC
6	EBONY		90E	LH/RH PNLS III	3170
500A	EQUIP GRP			FLEX-FUEL	
	.AM/FM STEREO		153	FRT LICENSE BKT	NC
99B	3.3L V6 TI-VCT	(3530)		TOTAL BASE AND OPTIONS	42270
44U	10SPD AUTO TRAN	NC		TOTAL	42270
	JOB #2 ORDER				
	CA BOARD FEES	NC			
425	50 STATE EMISS	NC			
43D	COURTESY DISABL	25			
51S	DUAL LED LAMPS	620			
60R	NOISE SUPPRESS	100			

** MUST BE ORDERED PRIOR TO:*
*09/21/19 **

VEHICLE ORDER CONFIRMATION

08/28/19 20:18:45

Dealer: F71156

Page: 2 of 2

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2020 EXPLORER 4-DOOR

Order No: 0000 Priority: L3 Ord FIN: QH227 Order Type: 5B Price Level: 025
 Ord PEP: 500A Cust/Flt Name: BEAUMONT PD PO Number:

	RETAIL	
	SP DLR ACCT ADJ	
	SP FLT ACCT CR	
	FUEL CHARGE	
B4A	NET INV FLT OPT	NC
	PRICED DORA	NC
	DEST AND DELIV	1195
TOTAL	BASE AND OPTIONS	42270
TOTAL		42270

RETAIL
 SALES PRICE ~~8#~~ 34297⁰⁰
 7.75% SALES TAX ~~8#~~ 2658⁰⁰
 CAL. TIRE FEE ~~8#~~ 875
 DMV ~~8~~ EXEMPT
TOTAL ~~8#~~ 36,963⁷⁷
 EACH.



September 4, 2019

Beaumont Police Dept.
660 Orange Ave.
Beaumont, CA 92223

Re: Municipal Lease/Purchase Financing Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba National Cooperative Leasing ("NCL") is pleased to propose to the Beaumont Police Dept. the following tax-exempt Lease/purchase transaction as outlined below. Under this transaction, the Beaumont Police Dept. would enter into a municipal Lease/purchase agreement with NCL for the purpose of acquiring 2, 2020 Ford Police Interceptor Utilities. This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:	Beaumont Police Dept.		
LESSOR:	Lease Servicing Center, Inc. dba National Cooperative Leasing & it's assigns		
EQUIPMENT:	2020 Ford Police Interceptor Utilities		
EQUIPMENT COST:	\$78,045.74 2 units		
DOWN-PAYMENT:	\$0		
AMOUNT FINANCED:	<u>\$78,045.74</u>		
TERM:	<u>3 Years</u>	<u>4 Years</u>	<u>5 Years</u>
ANNUAL LEASE PAYMENTS:	\$27,688.08	\$21,052.16	\$17,032.25
FIRST PAYMENT DUE:	1 Month from Lease Commencement		
PURCHASE OPTION:	\$1.00		
PRICING:	The Rates and Payments outlined above are locked, provided this proposal is accepted by the Lessee by September 30, 2019 and the transaction closes/funds prior to October 31, 2019. After these days, the final Rate and Payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.		
DOCUMENTATION FEE:	\$250 paid to Lessor at closing		

DOCUMENTATION: Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of lessee.

TITLE / INSURANCE: Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS: Interest under the Financing will be tax-exempt and shall be designated by Lessee as a Qualified Tax Exempt Obligation pursuant to Section 265(b)(3) of the IRS Code.

SOURCEWELL CONTRACT: NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA).
#032615-NCL NCL's Sourcewell Contract # is 032615-NCL.

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (866) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Matt Geiselhart - (866) 763-7600

mgeiselhart@lscfinancial.com

ACCEPTANCE

As a duly authorized agent of the Beaumont Police Dept., I hereby accept the terms of this proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED: _____ DATE: _____

NAME: _____ TITLE: _____

PHONE: _____

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.

Ford Credit's Municipal Lease-Purchase Plan has many features and benefits for municipalities including:

- No security deposit required, no prepayment penalty and no mileage penalty
- At inception, the municipality is the Registered Owner and Ford Credit holds the lien
- At term-end, the municipality buys the equipped vehicle for \$1.00

Thank you for the opportunity to provide this quote. If you have any questions, need additional options, or would like to proceed with the application process, please contact me by phone (1-800-241-4199, Option 1) or email.

Sincerely,



- City of Beaumont CA - #94184

TE Todd Eff <teff@fairviewford.com>

Tue 9/10/2019 9:38 AM
Jeremy Harris

Hi Jeremy,

Please see below for municipal lease options for (2) vehicles. Structured for quarterly payments. \$1 buyout at the end of the lease.

Best regards,

Todd Eff
Commercial Fleet Director
Fairview Ford & Fairway Ford
PO Box 1390/292 N. "G" St.
San Bernardino, CA 92402
(909) 386-0281 Work
(909) 386-0292 Fax
teff@fairviewford.com

RE: City of Beaumont, CA, Quote #94184

Ford Credit Municipal Finance is pleased to provide the following quote for review and consideration.

OPTION 1

Description	2020 Ford Police Interceptor Utility
Quantity	2
Price	\$36,963.77
APR	6.40%
Total Amount Financed	\$74,472.54
Term	12
Payment Timing	Quarterly in Advance
Payment Amount	\$6,762.03

OPTION 2

Description	2020 Ford Police Interceptor Utility
Quantity	2
Price	\$36,963.77
APR	6.25%
Total Amount Financed	\$74,472.54
Term	16
Payment Timing	Quarterly in Advance
Payment Amount	\$5,215.16

Please note an Underwriting Fee of \$545 is included in the Total Amount Financed. Rather than financing, this fee can be paid up front with the first payment if preferable.

This quote expires on 11/09/2019. It was prepared assuming the lease qualifies for Federal Income Tax Status for Ford Credit Company LLC under Section 103 of the IRS Code. This quote is not a commitment by Ford Credit Municipal Finance. Financing is subject to credit review. Required documentation for credit review includes, but is not limited to, evidence of appropriation (e.g., meeting minutes, board resolutions), General Fund balance, last audited financial statement and more current financials.



Staff Report

TO: Mayor and City Council Members

FROM: Christina Taylor, Community Development Director

DATE: October 1, 2019

SUBJECT: Provide Direction to Staff on Establishing a Moratorium Prohibiting Self-Storage, Recreational Vehicle Storage, Vehicle Parking Facilities and Similar Uses

Background and Analysis:

The City is in the process of completing the General Plan Update. As part of this process, goals and policies are being revised, a zoning consistency analysis and update is also being prepared. Additionally, City Council has recently adopted the Economic Development Strategic Plan which lays out certain goals for the City's economic growth.

Some of the City's current General Plan goals and policies are:

- Goal 3 (Community Development). The City of Beaumont will maintain and, where appropriate, expand the City's commercial base.
- Goal 4 (Community Development). The City of Beaumont will promote the expansion of industrial and other employment generating land uses.
 - Community Development Element Policy 15. The City of Beaumont will continue to promote the maintenance and preservation of industrial activities and business that contribute to the City's economic and employment base.
 - Community Development Element Policy 16. The City of Beaumont will encourage the continued expansion of the City's industrial districts to accommodate economic development and growth.
 - Community Development Element Policy 17. The City of Beaumont will promote the development of modern and attractive business activities that will enhance the City's economic well-being.

The City's Economic Development Strategic Plan goals include:

- Develop an economically balanced community.
- Recruit new business, while retaining and expanding local business, that promote growth of primary jobs and/or sales tax revenue.

- Develop an online Economic Development presence to provide business owners and site selectors resources they need.
- Leverage the City’s strengths to maximize business opportunities.

Through the General Plan update and zoning analysis, staff has determined there are some uses that are not the intent of the current goals and policies and may conflict with potential land use changes being proposed as part of the update process. The uses identified are:

Use	CG	CC	M	CM
Automobile Parking Facilities	P	P	P	P
Moving and Storage Establishments	N	N	P	C
Truck Stops and Terminals	C	C	C	C
Public Storage Facility	C	C	C	C
Building Materials	C	P	P	P

Use	6th Street Overlay	BAO	Urban Village Overlay
Automobile Parking Facilities	P	C	N
Truck Stops and Terminals	C	N	N
Building Materials	P	N	N
Building Materials with Outdoor Storage	C	N	N

In addition to what the code identifies, there are contractor storage yards, truck parking facilities and recreational vehicle storage yards that are typically classified into one of these categories or requested as an ancillary use to an existing use.

There are 16 active City business licenses for either storage or vehicle (truck) parking: 6 trucking related businesses and 10 storage related businesses. Additionally, the Planning Department has one recreational vehicle storage facility pending entitlement but on-hold at the applicant's request and 2 recently entitled storage facilities in the plan check and construction process.

In an effort to maintain consistency with the current and future goals, policies and land uses, staff would like time to evaluate this group of uses to ensure that future development will be cited appropriately and developed with appropriate standards in place.

Fiscal Impact:

Staff time to prepare this report and legal counsel consultation is approximately \$500.

Recommendation:

1. Provide direction to staff on establishing a moratorium prohibiting self-storage, recreational vehicle storage, vehicle parking facilities and similar uses.



City Manager Review: Todd Parton
City Manager



Staff Report

TO: Mayor and City Council Members

FROM: Christina Taylor, Community Development Director

DATE: October 1, 2019

SUBJECT: Provide Direction to Staff on the Sign Ordinance as it Pertains to Billboards and Digital Display Conversions

Background and Analysis:

The current Billboard Policy adopted as part of the Beaumont Municipal Code Chapter 17.07.030.G reads as follows:

Billboard Policy. The City Council finds that the City already has a sufficient number of billboards to satisfy the community's needs for offsite commercial messages, and that any new or additional billboards, which by their very nature cause serious aesthetic harm, would negatively impact the appearance of the City. For these reasons, the City completely prohibits the construction, erection or use of any billboards, other than those which legally exist in the City, or for which a valid permit has been issued and has not expired, as of the date on which this provision is first adopted. This prohibition shall also apply to alterations, enlargements or conversions to digital displays (including changeable image displays that use light emitting diodes or functionally equivalent technologies) of legally existing billboards. The City adopts this policy pursuant to California Government Code section 65850, and California Business and Professions Code sections 5354(a) and 5408.3 (both effective January 1, 2003). No permit shall be issued for any billboard which violates this policy, and the City will take immediate abatement action against any billboard constructed, maintained, altered, enlarged or converted in violation of this policy. The City Council affirmatively declares that it would have adopted this billboard policy even if it were the only provision in this Chapter. The City Council intends for this billboard policy to be severable and separately enforceable even if other provision(s) of this Chapter may be declared, by a court of competent jurisdiction, to be unconstitutional, invalid or unenforceable. This provision does not prohibit agreements to relocate presently existing, legal billboards, as encouraged by California Business and Professions Code section 5412. (Ord. 967, 4.20.10)

The City has record of 18 billboards owned by Lamar Advertising Company within the City of Beaumont. In addition to those 18, there are several other billboards with a variety of

ownership, including the “Welcome to Beaumont” billboard and others throughout the City’s major corridors.

Recently, staff has experienced an increase in interest regarding modifications to existing billboards primarily related to digital conversion. Staff is looking for direction from Council regarding our current billboard policy as it pertains to billboards and allowing for conversion of existing billboards to digital displays.

Fiscal Impact:

Staff time to prepare this staff report is approximately \$295.

Recommendation:

1. Provide direction to staff on the sign ordinance as it pertains to billboards and digital display conversions.



City Manager Review: Todd Parton
City Manager



Staff Report

TO: Mayor and City Council Members

FROM: Nicole Wheelwright, Deputy City Clerk

DATE: October 1, 2019

SUBJECT: Approval of Contracts for Capital Improvement Project - Council Chamber Renovation; Award of Contract for Design and Installation of Audio and Video Enhancement to Council Chambers and Overflow Areas to Enko Systems, Inc., in the amount of \$125,927.25; Award of Contract for Council Chamber Renovation Construction to GV Construction Inc., in the Amount of \$87,501.77; Award of Contract for Design and Build of Council Chamber Furniture to GV Construction, Inc., in the Amount of \$44,520.00

Background and Analysis:

As an approved project in the Fiscal Years 2019-20 through 2023-24 Capital Improvement Projects Budget for the allocation of PEG funds, staff has begun the renovation process of renovation plans for the Council Chambers and its overflow areas. The goal of the renovation is to upgrade outdated and failing equipment to a quality system that will enable the City to broadcast its meetings on a government cable channel.

Proposals were solicited in accordance with the City's informal bid process on August 13, 2019. Twenty nine (29) proposal invitations were distributed; twenty five (25) to general contractors and four (4) to audio video service providers.

The scope of work includes a replacement of audio and video equipment, lighting and live feed to the overflow areas within City Hall. Construction renovations will include wheelchair accessibility to the dais, an audio and video control room, and cosmetic updates to the paint, ceiling, window coverings and carpet as well as a replacement of furniture.

After a review of the proposals, staff is recommending an award of contract to GV Construction, Inc., in the amount of \$87,501.77 for the construction portion of the renovations, and \$44,520.00 for the design and build of Council Chamber furniture. Also recommended is an award of contract to Enko Systems, Inc., in the amount of \$125,927.25 for the design and installation of an audio and video enhancement to Council Chambers and overflow areas.

Fiscal Impact:

Funding for this project will be paid out of Capital Improvement Project Account 2019-006A and are within budget.

Recommendation:

1. Approve the award of contract for design and installation of audio and video enhancement to Council Chambers and overflow areas to Enko Systems, Inc., in the amount of \$125,927.25, with the authorization for the City Manager to approve any change orders up to \$5,000.00;
2. Approve the award of contract for Council Chamber renovation construction to GV Construction Inc., in the amount of \$87,501.77, with the authorization for the City Manager to approve any change orders up to \$5,000.00; and
3. Approve the award of contract for design and build of Council Chamber furniture to GV Construction, Inc., in the amount of \$44,520.00 with the authorization for the City Manager to approve any change orders up to \$5,000.00;



City Manager Review: Todd Parton
City Manager

Attachments:

[Design and Build of Furniture - GV Construction - Contract](#)

[Design and Install of AV Equipment - Enko Systems - Contract rev 2](#)

[Council Chamber Reno Construction - GV Construction - Contract rev 2](#)

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(GV Construction Inc.)

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective October 1, 2019 by and between the City of Beaumont, a municipal corporation (“CITY”), and GV Construction, Inc., a California corporation (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the Design and Build of Council Chamber Furniture Project (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated August 13, 2019, and CONTRACTOR’s Bid in response to the Invitation, dated September 3, 2019, are attached hereto as Exhibits :A” and “B”, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation. In the event that any terms of the Bid are different from the Invitation for Bids, the Invitation for Bids shall control. Any additional terms in the Bid that purport to bind the City to any additional terms not contained in this Agreement and related attachments shall not be binding on the City.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule, attached hereto as Exhibit “C” and incorporated herein by this reference. All work shall commence fifteen (15) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

III. THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the lump sum of Fourty Four Thousand Five Hundred Twenty Dollars \$44,520.00(“Contract Sum”). Except for change orders approved by City as provided in this Agreement, Contractor shall complete the Project for an amount not to exceed the Contract Sum.

IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the CITY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR’s negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR’s legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR’s negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

VI. PREVAILING WAGES

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 2. Section 1777.4 - Apprenticeship Requirements.
 3. Section 1777.5 - Apprenticeship Requirements.
 4. Section 1813 - Penalty for Failure to Pay Overtime.
 5. Sections 1810 and 1811 - Working Hour Restrictions.
 6. Section 1775 - Payroll Records.
 7. Section 1773.8 - Travel and Subsistence Pay.

VII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

VIII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

X. INSURANCE

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

A. Types of Insurance

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

1. **General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
2. **Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
3. **Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:
 - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - Pay on behalf of wording as opposed to reimbursement;
 - Concurrence of effective dates with primary policies;
 - Policies shall “follow form” to the underlying primary policies; and
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies.
4. **Workers’ compensation insurance.** CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

- 5. Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

- 6. Builder's risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment,

materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

1. **Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
2. **Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
3. **Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
4. **CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed

by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.

- 5. Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.
- 6. Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 7. Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- 8. Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 9. Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 10. Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents,

and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- 15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- 16. Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 17. Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XII. REGISTRATION REQUIREMENTS

A. Pursuant to Section 1771.1(a) of the Labor Code:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. 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.

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that **(Insert Name)** whose title is **(Insert Title)** is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, 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 the provisions of existing law.
 2. Subsurface or latent physical conditions at the site 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 the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will 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 the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. 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's 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 Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or

by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- | | |
|--|---|
| <input type="checkbox"/> Notice Inviting Bids | <input type="checkbox"/> Information Required of Bidder |
| <input type="checkbox"/> Scope of Work Summary | <input type="checkbox"/> Construction Services Agreement |
| <input type="checkbox"/> Information for Bidders | <input type="checkbox"/> Certificate Regarding Worker's |
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Compensation |
| <input type="checkbox"/> Non-Collusion Affidavit | <input type="checkbox"/> Drug-free Workplace Certification |
| <input type="checkbox"/> Site Visit Certification | <input type="checkbox"/> Plans and Specifications |
| <input type="checkbox"/> Faithful Performance Bond | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> Labor and Materials Payment Bond | <input type="checkbox"/> Drawings |
| <input type="checkbox"/> General and Supplemental Conditions | <input type="checkbox"/> Change Orders |
| <input type="checkbox"/> Special Conditions | <input type="checkbox"/> Shop Drawing Transmittals |
| <input type="checkbox"/> Project Construction Schedule | <input type="checkbox"/> Contractor's Certificate Regarding |
| <input type="checkbox"/> Proposed Subcontractors | <input type="checkbox"/> Non-Asbestos Containing Materials |
| <input type="checkbox"/> Bid Bond | |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XVII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

SIGNATURE PAGE TO

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(GV Construction, Inc.)

CITY:

CITY OF BEAUMONT

By: _____
Julio Martinez, Mayor

CONTRACTOR:

GV Construction, Inc., a California corporation

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(GV Construction, Inc.)**

EXHIBIT “A”

**CITY’S INVITATION FOR BIDS
DATED August 13, 2019**

(Insert behind this page.)



Request for Proposals

Design and Build of Council Chamber Furniture

Proposals Due By:

5:00 pm

Monday, September 2, 2019

Mandatory Walk-Through:

Schedule walk-through via email

NicoleW@BeaumontCa.gov

Contact:

Nicole Wheelwright

Deputy City Clerk

NicoleW@beaumontca.gov

INTRODUCTION

The City of Beaumont ("City") requests written proposals for selection of a qualified firm to provide design and build services for a replacement of furniture within the City's Council Chambers.

This project will encompass a complete re-design and build of all furniture to include a dais, staff desks, public podium and an audio/video control room in the Council Chambers.

Firms submitting proposals must be prepared to enter into a contract for work to be provided and must obtain a city business license. Proposals will be accepted until the close of business at **5:00 pm on Monday, September 2, 2019**. Please address as follows:

Nicole Wheelwright
Deputy City Clerk
City of Beaumont
550 E 6th Street
Beaumont, Ca 92223
Bid Enclosed

PURPOSE AND SCOPE

The current City Council Chambers is in need of new furniture for desk spaces and an enhancement of design to better suit the needs of the meetings conducted in the Council Chambers. All demolition and removal of current furniture will not be part of the scope for this project and will be conducted prior to start of this project.

Design and construction to include:

- Dais with seating for five (5); estimated to be a 16' x 30" stand alone countertop with a 6" privacy backsplash. For cost options, at least two material options must be provided. (wood, laminate, stone finish ect.)
- Two (2) separate staff desk areas with seating for four (4) each; estimated to be 11' .5" x 30" stand alone countertops with a 6" privacy backsplash. For cost options, at least two material options must be provided to match the dais.
- One staff desk area with seating for two (2); estimated to be an 8' x 30" stand alone countertop with a 6" privacy backsplash. For cost options, at least two material options must be provided to match the other staff desk spaces.
- One (1) public podium. For cost options, at least two material options must be provided.
- Audio/Video Control Room desk wall mount countertop; estimated to be 8' x 30" For cost options, at least two material options must be provided.
- All countertops must have inset power supply outlets in coordination with the Audio and Video contractors.

All desk spaces and podium must meet ADA accommodations.

In concurrence with this project, the Council Chambers will also be undergoing renovations of its audio and video equipment as well as construction of wheelchair access ramps and an audio/video control room. The firm selected for the design and build of Council Chambers furniture will be required to work in coordination with the firms selected for the other components of the Council Chambers Renovation Project for logistics and planning of installation. Coordination with the selected audio and video firm of the Chamber's renovation includes but is not limited to identifying the needs of the desk space for electrical wiring, computers, monitors, and microphones. Coordination with the selected general contractor includes but is not limited to identifying the footprint of space available once an audio/video control room and wheelchair ramp has been designed for construction.

Design

For purpose of cost options, it is requested that at least two design options be presented for the configuration of dais, staff desk space and public podium.

Materials and Finish

For purpose of cost options, it is requested that at least two material and finish options be provided for the dais, staff desk space, public podium and audio/video control room. One material and finish option must be wood or wood-like appearance.

MANDATORY PRE-BID WALK-THROUGH

A mandatory walk-through of the Council Chambers is required prior to submission of bid please schedule via email: NicoleW@BeaumontCa.gov. This walk-through will give the opportunity to evaluate and take measurements as needed.

PROPOSAL REQUIREMENTS

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below.

- A. **Cover Letter:** Executive Summary which shall include an understanding of the scope of services. The cover letter must be signed by an official authorized to bind the consultant contractually and shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.

- B. **Introduction/Information:** Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc. Description of the consulting firm's past and current experience with cities, counties, governmental regions, special districts, agencies, or similar entities; and/or major residential, economic, commercial, entertainment or historic development centers.
- 1) Describe the consultant team and identify the specific personnel that will be assigned to the project and their roles, qualifications and relevant experience on projects within the past two (2) years.
 - 2) Identify the supervisory and management staff.
 - 3) Identify and describe the roles of any sub-contractors and provide relevant qualifications and experience for projects within the past two (2) years. Indicate how the quality of staff over the term of the agreement will be assured.
- C. **References:** Provide at least three (3) previous design work of similar capacities.
- D. **Scope of Services:** Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Work should be presented in a logical format that can be easily attached to the final Agreement.
- i) **Project Schedule:** Provide a comprehensive schedule describing the nature and estimated time line of proposed work objectives and milestones. Due to time constraints of this project, it is required that work **shall** commence no later than 30 days of award of contract. City Council is scheduled to award contracts on September 17, 2019.
- E. **Cost Proposal:** Provide detailed cost of services overview to include:
- 1) Fixed prices for all costs associated within the scope of this proposal
 - 2) Detailed hourly rates of all members of the project
 - 3) Additional billable costs for non-specified tasks
 - 4) Total fees and expenses for the entire scope of the project
 - 5) Any area which proposers believe should be included in the scope of work in this proposal, but which is not stipulated in this RFP, and identifies the costs associated with the services rendered
- F. *The firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and vehicle coverage including comprehensive and collision insurance naming the City of Beaumont as additional insured. The proposal shall state whether such insurances will be in force at time of contract execution.*

PROPOSAL SCHEDULE

TASK	DUE DATE
Mandatory Walk-thru	August 19, 2019
Proposal Due	September 2, 2019
Proposal Review	September 3 – 9, 2019
Award Contract	September 17, 2019
Expected Start Date	October 17, 2019

SUBMITTAL

Please provide proposal responses to items A - F no later than **Monday, September 2, 2019 at 5:00 p.m.**

Any proposal received after this deadline may be returned to the proposer as unacceptable. All proposals are to be clearly marked as described in the Introduction section.

Please review the entire proposal request before submitting your proposal. Incomplete submissions may be rejected as non-responsive. All questions must be submitted via email to the RFP contact listed on the front cover page of this RFP. Once submitted, proposals cannot be altered without prior written consent of the City. All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 15 pages, using minimum 12-point font size.

PROPOSAL EVALUATION/SELECTION

The City intends to engage the most qualified consultant available that demonstrates a thorough understanding of the City’s needs. City staff will use the following criteria to evaluate the proposals:

- | | |
|--|-----------------------|
| 1) Understanding the scope of services | Available Points = 10 |
| 2) Demonstrated professional skill and credentials | Available Points = 15 |
| 3) Related experience | Available Points = 25 |
| 4) Timeline and start date availability | Available Points = 30 |
| 5) Proposed Fee | Available Points = 20 |

Total Points Available = 100

The City reserves the right to reject any and all proposals.

CONFIDENTIALITY

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal

deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

AMENDMENTS TO REQUEST FOR PROPOSALS

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

CONFLICT OF INTEREST

The Consultant shall disclose any personal or professional financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

CITY OF BEAUMONT RIGHTS AND OPTIONS

This RFP does not commit the City of Beaumont to award a contract, to pay any cost incurred with the preparation of a proposal or contract for services described herein. The City may, in its sole discretion and without any obligation to act reasonably, reject any and all proposals, waive informalities and minor irregularities in any proposal reviewed, negotiate with any qualified source submitting a proposal, extend deadlines, and/or request additional information. Subsequent to negotiations, prospective consultants may be required to submit revisions to their proposals. The City may reject any proposal that does not conform to the instructions provided in this RFP.

Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering into final contract.

The City reserves the right to postpone selection for its own convenience, to withdraw this RFP at any time, and to reject any and all proposals without indicating any reason for such rejection. As a function of the RFP process, the City of Beaumont reserves the right to remedy technical errors in response to the RFP and to modify the published scope of services and scope of work. The City of Beaumont will reserve the right to request that specific personnel with specific expertise be added to the team if the City determines that specific expertise is lacking in the project team. Proposals submitted in response to the RFP will not be returned.

ATTACHMENTS

- A. Plans and Specifications – **Will be given at walk-thru**
- B. Public Works Contract sample

Attachment B

CITY OF BEAUMONT PUBLIC WORKS AGREEMENT (NAME OF CONTRACTOR)

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective _____, 2017, by and between the City of Beaumont, a municipal corporation (“CITY”), and NAME OF CONTRACTOR (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the _____ (DESCRIPTION OF PROJECT) Project (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated _____, 2017, and CONTRACTOR’s Bid in response to the Invitation, dated _____, 2017, are attached hereto as Exhibits :A” and “B”, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule, attached hereto as Exhibit “C” and incorporated herein by this reference. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

III. THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of \$_____.

IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the CITY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this

agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

VI. PREVAILING WAGES

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 - 2. Section 1777.4 - Apprenticeship Requirements.
 - 3. Section 1777.5 - Apprenticeship Requirements.
 - 4. Section 1813 - Penalty for Failure to Pay Overtime.
 - 5. Sections 1810 and 1811 - Working Hour Restrictions.
 - 6. Section 1775 - Payroll Records.
 - 7. Section 1773.8 - Travel and Subsistence Pay.

VII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

VIII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

X. INSURANCE

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

A. Types of Insurance

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

- 1. General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence,

\$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

2. **Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

3. **Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:
 - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - Pay on behalf of wording as opposed to reimbursement;
 - Concurrency of effective dates with primary policies;
 - Policies shall “follow form” to the underlying primary policies; and
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies.

4. **Workers’ compensation insurance.** CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

5. **Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR’s Pollution Liability form or other form

acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

- 6. Builder’s risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder’s risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder’s Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder’s risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an “all risk” basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment

stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

- 1. Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 2. Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
- 3. Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 4. CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.
- 5. Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher)

and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

- 6. Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 7. Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- 8. Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 9. Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 10. Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- 15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- 16. Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 17. Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. CONTRACTOR’S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor’s License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor’s License, issued by the State of California, which is current and in good standing.

XII. REGISTRATION REQUIREMENTS

A. Pursuant to Section 1771.1(a) of the Labor Code:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. 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.

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that **(Insert Name)** whose title is **(Insert Title)** is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, 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 the provisions of existing law.
 2. Subsurface or latent physical conditions at the site 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 the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will 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 the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. 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's 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 Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- | | |
|--|---|
| <input type="checkbox"/> Notice Inviting Bids | <input type="checkbox"/> Information Required of Bidder |
| <input type="checkbox"/> Scope of Work Summary | <input type="checkbox"/> Construction Services Agreement |
| <input type="checkbox"/> Information for Bidders | <input type="checkbox"/> Certificate Regarding Worker's |
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Compensation |
| <input type="checkbox"/> Non-Collusion Affidavit | <input type="checkbox"/> Drug-free Workplace Certification |
| <input type="checkbox"/> Site Visit Certification | <input type="checkbox"/> Plans and Specifications |
| <input type="checkbox"/> Faithful Performance Bond | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> Labor and Materials Payment Bond | <input type="checkbox"/> Drawings |
| <input type="checkbox"/> General and Supplemental Conditions | <input type="checkbox"/> Change Orders |
| <input type="checkbox"/> Special Conditions | <input type="checkbox"/> Shop Drawing Transmittals |
| <input type="checkbox"/> Project Construction Schedule | <input type="checkbox"/> Contractor's Certificate Regarding |
| <input type="checkbox"/> Proposed Subcontractors | <input type="checkbox"/> Non-Asbestos Containing Materials |
| <input type="checkbox"/> Bid Bond | |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XVII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

SIGNATURE PAGE TO
CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)

CITY:

CONTRACTOR:

CITY OF BEAUMONT

By: _____

By: _____
Julio Martinez, Mayor

Print Name: _____

Title: _____

ATTEST:

By: _____
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)**

EXHIBIT "A"

CITY'S INVITATION FOR BIDS
DATED _____

(Insert behind this page.)



**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)**

EXHIBIT "B"

CONTRACTOR'S Bid
DATED [REDACTED]

(Insert behind this page.)



**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)**

EXHIBIT "C"

Project Construction Schedule

(Insert behind this page.)



August 23, 2019

ADDENDUM NO. 1

To the Council Chambers Renovation Construction

Updated Information

1. Bidders are to be advised that there is a change to the due date of proposals. The due date of all proposals has been changed to **Tuesday, September 3, 2019, no later than 5:00 p.m.**

Proposals may be submitted via email or in person at City Hall, addressed as follows:

Nicole Wheelwright

550 E 6th Street

Beaumont, Ca 92223

NicoleW@BeaumontCa.gov

Contractor Questions and Responses

1. What are the days and hours allowed on the job site?
 - a. Access inside City Hall can begin at 6:00 a.m. with authorization from the custodian on-site. Work can be conducted Monday through Thursday from 6:00 a.m. to 5:00 p.m.; Fridays from 6:00 a.m. to 2:00 p.m. Saturdays are only available on an as-needed basis from 7:00 a.m. to 2:00 p.m.

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(GV Construction, Inc.)**

EXHIBIT “B”

CONTRACTOR’S Bid
DATED September 3, 2019

(Insert behind this page.)

GV CONSTRUCTION, INC
1381 HACKNEY STREET
HEMET, CA 92543
951-225-3038
CALLGVC4U@GMAIL.COM

THANK YOU FOR THE OPPORTUNITY TO SUBMIT A BID FOR THE "DESIGN AND BUILD OF THE COUNCIL CHAMBER FURNITURE" FOR THE CITY OF BEAUMONT. THE RFP HAS BEEN READ IN GREAT DETAIL AND WE HAVE AN IN-DEPTH UNDERSTANDING OF THE WORK WHICH IS SPELLED OUT. WE LOOK FORWARD TO COMPLETING THIS WORK FOR THE CITY OF BEAUMONT. IN ACCORDANCE WITH THE DETAILS AS SPELLED OUT IN THE PLAN SET "BEAUMONT CITY COUNCIL CHAMBERS", GV CONSTRUCTION HAS DETERMINED THIS PROJECT A PERFECT FIT FOR OUR COMPANY AND SKILLSET. GV CONSTRUCTION IS EXCITED TO BE PART OF THIS PROJECT. IF YOU HAVE NOT FIGURED IT OUT BY NOW, WE ARE PROUD OF OUR WORK AND WHAT WE DO. I AM SURE THAT WHEN THIS PROJECT IS COMPLETE, THE CITY OF BEAUMONT REPRESENTATIVES WILL ALSO BE PROUD OF THEIR CHOOSING GV CONSTRUCTION.

PLEASE FIND ATTACHED TO THIS COVER LETTER OUR PROPOSAL FOR SAID WORK ACCORDING TO THE RFP THAT WAS SENT.

WE UNDERSTAND THAT THIS COVER LETTER CONSTITUTES CERTIFICATION BY GV CONSTRUCTION, INC (GARRETT VINYARD, CEO), 1381 HACKNEY STREET HEMET, CA 92543, 951-225-3038, THAT UNDER PENALTY OF PERJURY, THAT THE ABOVE NAMED CONSULTANT COMPLIES WITH NONDISCRIMINATION REQUIREMENTS OF THE STATE AND FEDERAL GOVERNMENT.

GV CONSTRUCTION, INC., A VETERAN OWNED BUSINESS, WAS ESTABLISHED IN 1997 TO SERVE THE PEOPLE OF THE HEMET/SAN JACINTO VALLEY AND ALL SURROUNDING AREAS FOR ALL OF THEIR CONSTRUCTION NEEDS. OUR FOCUS HAS ALWAYS BEEN MAKING OUR CLIENTS PROJECTS OUR OWN. WE SPECIALIZE IN TOP OF THE LINE, INNOVATIVE REMODELS BOTH RESIDENTIAL AND COMMERCIAL, TI WORK, ROOM ADDITIONS AND CUSTOM HOMES. GOING ABOVE AND BEYOND THE CLIENT'S EXPECTATIONS IS OUR GOAL.

GV CONSTRUCTION, INC. OPERATES UNDER THE OWNERSHIP AND LEADERSHIP OF GARRETT VINYARD, US ARMY VETERAN AND CEO. THE SUPERVISORY STAFF UNDER GARRETT IS KIM RODRIGUEZ, OPERATIONS MANAGER. OVER 30 YEARS EXPERIENCE.

PERSONNEL STAFF:

KIM RODRIQUEZ- OFFICE MANAGER AND GENERAL LABORER MAKING SURE THAT ATTENTION TO DETAIL IS FOLLOWED.

GARRETT NELSON- GENERAL LABORER SPECIALIZING IN TILE FLOORS, TILE SHOWERS, WOOD WORKING AND FINISH WORK. LATEST PROJECTS INCLUDE TILE FLOORS AND SHOWERS IN 3 CUSTOM HOMES. OVER 16 YEARS EXPERIENCE.

ESEQUIEL RODRIGUEZ- 20 YEAR VETERAN USMC, GENERAL LABORER SPECIALIZING IN FINISH WORK, CONCRETE, METAL & WELDING WORK. LATEST PROJECTS INCLUDE FINISH WORK IN 2 CUSTOM HOMES, WELDING AND BUILDING OF METAL GATES. OVER 15 YEARS EXPERIENCE.

CHARLIE BRUNELLO- VETERAN US NAVY, SPECIALIZING IN PLUMBING, PAINTING, AND FINISH WORK. LATEST PROJECTS INCLUDE INSTALLING ALL NEW PLUMBING ON 2 CUSTOM HOMES, ALL PAINTING OF NEW CUSTOM HOMES AS WELL AS FINISH WORK. OVER 25 YEARS EXPERIENCE.

JESSIE BLACKWELL- CARPENTRY, CABINETRY, FINISHED WOOD WORK. LATEST PROJECTS INCLUDE ALL CABINETS, CROWN MOLDING AND BASE BOARDS IN 2 CUSTOM HOMES. OVER 20 YEARS EXPERIENCE.

ROBERT SALGADO- WILL BE RESPONSIBLE FOR PROVIDING AND INSTALLING THE SPECIFIC CARPET THAT IS CALLED OUT IN THE RFP FOR THE COUNCIL CHAMBERS AND MEETING ROOM 2. OVER 30 YEARS EXPERIENCE.

SUB-CONTRACTORS:

HEMET VALLEY HEATING AND AIR (MARK CHANDLER)- RESPONSIBLE FOR ALL HEATING AND AIR ISSUES SPELLED OUT IN RFP.

BEDDY & SONS DRYWALL- WILL BE RESPONSIBLE FOR ALL DRYWALL REPAIR IN BOTH THE MEETING ROOM AND COUNCIL CHAMBERS, DRYWALL IN CEILING IN COUNCIL CHAMBER, MEETING ROOMS 2/3 AND PONY WALL IN THE COUNCIL CHAMBER.

LOST ART MARBLE AND GRANITE- WILL BE RESPONSIBLE FOR INSTALLATION OF

SOAPSTONE HARD SURFACES

REFERENCES:

- JOHN AND MARGIE OOSTDAM
24953 THREE SPRINGS ROAD
HEMET, CA 92545
CUSTOM BUILT HOME
909-938-9533

- STEVE AND SUSAN GUARINO
26358 RIM ROAD
HEMET, CA 92544
CUSTOM BUILT HOME
951-990-5680

- RICK AND PAM RAPISURA
32600 BOOTLEGG RD
WINCHESTER, CA 92596
CUSTOM ROOM ADDITION
951-551-3264

- APPLE URGENT CARE
1207 E. FLORIDA AVE
HEMET, CA 92543
URGENT CARE REMODEL
951-925-2523

- OAK TREE PLAZA

2888 E. FLORIDA

HEMET, CA 92544

BROUGHT PLAZA UP TO CITY REQUIRED CODE

- LAKE ELSINORE POST OFFICE

500 W. GRAHAM

LAKE ELSINORE, CA 92530

REPAIRED BUILDING MULTIPLE TIMES FROM CARS CRASHING INTO BUILDING

800-275-8777

SCOPE OF SERVICE

GV CONSTRUCTION PROPOSES TO COMPLETE THE "DESIGN AND BUILD OF COUNCIL CHAMBER FURNITURE" PER APPROVED PLANS IN A PROFESSIONAL AND TIMELY MANNER. WE HAVE GONE THROUGH THE RFP AND PLAN SET MULTIPLE TIMES AND HAVE GAINED AN UNDERSTANDING OF WHAT IS EXPECTED OF US. WE CAN BEGIN WORK AT THE SAME TIME AS THE "COUNCIL CHAMBERS RENOVATION CONSTRUCTION" PROJECT". GV CONSTRUCTION WILL ADHERE TO PROPOSED TIME LINE AS FOLLOWS.

OCTOBER 17TH – BEGIN JOB, BEGIN BUILDING FURNITURE IN CONJUNCTION WITH COUNCIL CHAMBERS RENOVATION AND CONSTRUCTION PROJECT

NOVEMBER 22ND – JOB COMPLETE

COST PROPOSAL FROM GV CONSTRUCTION IS ATTACHED

GV Construction, Inc
 1381 Hackney Street
 Hemet, CA 92543
 callgvc4u@gmail.com
 www.gvc4u.com

ADDRESS

City of Beaumont
 560 E. 6th Street
 Beaumont, Ca 92223

Estimate 1015

DATE 09/03/2019

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/03/2019	carpentry Build new furniture for Council Chambers. If furniture construction is done in conjunction with the pony walls, we can build them right into the construction. The pony walls would need to extend everywhere a desk is going. The pony wall would act as a privacy partition. We could then cap with the walnut to match top of pony walls on plans. Desks would be faced in walnut and desk tops would be Silestone "Charcoal Soapstone". All of the audio visual coordination becomes easier sense we can then just run all conduit into the desks themselves. This option saves the city time and money.	1	0.00	0.00
09/03/2019	Sales Man Hours	160	145.00	23,200.00
09/03/2019	Sales Materials		16,800.00	16,800.00
09/03/2019	P&O Profit and Overhead 20%	1	8,000.00	8,000.00

TOTAL	\$48,000.00
-------	-------------

Accepted By

Accepted Date

GV Construction, Inc
 1381 Hackney Street
 Hemet, CA 92543
 callgvc4u@gmail.com
 www.gvc4u.com

ADDRESS

City of Beaumont
 560 E. 6th Street
 Beaumont, Ca 92223

Estimate 1015

DATE 09/03/2019

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/03/2019	carpentry Build new furniture for Council Chambers. If furniture construction is done in conjunction with the pony walls, we can build them right into the construction. The pony walls would need to extend everywhere a desk is going. The pony wall would act as a privacy partition. We could then cap with the walnut to match top of pony walls on plans. Desks would be faced in walnut and desk tops would be Silestone "Charcoal Soapstone". All of the audio visual coordination becomes easier sense we can then just run all conduit into the desks themselves. This option saves the city time and money.	1	0.00	0.00
09/03/2019	Sales Man Hours	140	145.00	20,300.00
09/03/2019	Sales Materials		16,800.00	16,800.00
09/03/2019	P&O Profit and Overhead 20%	1	7,420.00	7,420.00

TOTAL

\$44,520.00

Accepted By

Accepted Date

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(GV Construction, Inc.)**

EXHIBIT “C”

Project Construction Schedule

(Insert behind this page.)

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(Enko Systems Inc.)

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective October 1, 2019 by and between the City of Beaumont, a municipal corporation (“CITY”), and Enko Systems, Inc., a California Corporation (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the Design and Installation of Audio and Video Enhancement in Council Chambers and Overflow Project (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated August 13, 2019, and CONTRACTOR’s Bid in response to the Invitation, dated September 3, 2019, are attached hereto as Exhibits :A” and “B”, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation. In the event that any terms of the Bid are different from the Invitation for Bids, the Invitation for Bids shall control. Any additional terms in the Bid that purport to bind the City to any additional terms not contained in this Agreement and related attachments shall not be binding on the City.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule, attached hereto as Exhibit “C” and incorporated herein by this reference. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

III. THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the lump sum of \$ 125,927.25 (“Contract Sum”). Except for change orders approved by City as provided in this Agreement, Contractor shall complete the Project for an amount not to exceed the Contract Sum.

IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the CITY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR’s negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR’s legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR’s negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

VI. PREVAILING WAGES

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 2. Section 1777.4 - Apprenticeship Requirements.
 3. Section 1777.5 - Apprenticeship Requirements.
 4. Section 1813 - Penalty for Failure to Pay Overtime.
 5. Sections 1810 and 1811 - Working Hour Restrictions.
 6. Section 1775 - Payroll Records.
 7. Section 1773.8 - Travel and Subsistence Pay.

VII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

VIII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

X. INSURANCE

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

A. Types of Insurance

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

- 1. General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per

occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

2. **Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

3. **Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:
 - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - Pay on behalf of wording as opposed to reimbursement;
 - Concurrency of effective dates with primary policies;
 - Policies shall “follow form” to the underlying primary policies; and
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies.

4. **Workers’ compensation insurance.** CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

- 5. Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

- 6. Builder's risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full

replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

- 1. Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 2. Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
- 3. Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 4. CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.

5. **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.
6. **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
7. **Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
8. **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
9. **Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
10. **Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- 15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- 16. Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 17. Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XII. REGISTRATION REQUIREMENTS

A. Pursuant to Section 1771.1(a) of the Labor Code:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. 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.

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that **(Insert Name)** whose title is **(Insert Title)** is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, 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 the provisions of existing law.
 2. Subsurface or latent physical conditions at the site 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 the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will 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 the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. 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's 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 Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or

by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- | | |
|--|---|
| <input type="checkbox"/> Notice Inviting Bids | <input type="checkbox"/> Information Required of Bidder |
| <input type="checkbox"/> Scope of Work Summary | <input type="checkbox"/> Construction Services Agreement |
| <input type="checkbox"/> Information for Bidders | <input type="checkbox"/> Certificate Regarding Worker's |
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Compensation |
| <input type="checkbox"/> Non-Collusion Affidavit | <input type="checkbox"/> Drug-free Workplace Certification |
| <input type="checkbox"/> Site Visit Certification | <input type="checkbox"/> Plans and Specifications |
| <input type="checkbox"/> Faithful Performance Bond | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> Labor and Materials Payment Bond | <input type="checkbox"/> Drawings |
| <input type="checkbox"/> General and Supplemental Conditions | <input type="checkbox"/> Change Orders |
| <input type="checkbox"/> Special Conditions | <input type="checkbox"/> Shop Drawing Transmittals |
| <input type="checkbox"/> Project Construction Schedule | <input type="checkbox"/> Contractor's Certificate Regarding |
| <input type="checkbox"/> Proposed Subcontractors | <input type="checkbox"/> Non-Asbestos Containing Materials |
| <input type="checkbox"/> Bid Bond | |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XVII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

SIGNATURE PAGE TO
CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(Enko Systems, Inc.)

CITY:

CONTRACTOR:

CITY OF BEAUMONT

By: _____

By: _____

Print Name: _____

Julio Martinez, Mayor

Title: _____

ATTEST:

By: _____

Steven Mehlman, City Clerk

APPROVED AS TO FORM:

By: _____

John O. Pinkney, City Attorney

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(Enko Systems, Inc.)**

EXHIBIT “A”

**CITY’S INVITATION FOR BIDS
DATED August 13, 2019**

(Insert behind this page.)



Request for Proposals

Design and Installation of Audio and Video Enhancement in Council Chambers and Overflow

Proposals Due By:

5:00 pm

Monday, September 2, 2019

Mandatory Walk-Through:

Option of 11:00 am or 4:00 pm

Monday, August 19, 2019

Contact:

Nicole Wheelwright

Deputy City Clerk

NicoleW@beaumontca.gov

Edgar Trenado

IT Manager

ETrenado@beaumontca.gov

INTRODUCTION

The City of Beaumont ("City") requests written proposals for selection of a firm that specializes in audio and video design and installation for use of upgrading the City's Council Chambers and related areas for streaming public meetings to a government access channel.

This project will establish the equipment needed to initiate the City's first streamed meeting to a public access channel. A complete upgrade of audio and visual equipment will be needed for quality streaming.

These upgrades are also needed to enhance the meeting audio quality for the in-house attendees. Upgrades and enhancement to equipment will encompass the City Council Chambers, "overflow room", and Civic Center hallways.

Firms submitting proposals must be prepared to enter into a contract for work to be provided and must obtain a city business license. Proposals will be accepted until the close of business at **5:00pm on Monday, September 2, 2019**. Please address as follows:

Nicole Wheelwright
Deputy City Clerk
City of Beaumont
550 E 6th Street
Beaumont, Ca 92223
Bid Enclosed

BACKGROUND

The City of Beaumont Civic Center was originally built in the 1930's as a school building. The building has since been converted from classrooms to offices and now houses City administration offices, Council Chambers, and a large event hall.

The City of Beaumont is establishing the broadcast of a government channel. Upgrades to the current audio and video equipment is needed to be able to provide quality broadcasting.

PURPOSE AND SCOPE

The project includes the following locations within the Civic Center building:

- City Council Chambers
- Overflow Room (Room 2)
- Event Hall (Gymnasium)

The purpose for the audio and video upgrades will establish the equipment needed for

quality video to begin the City's first government access channel streaming. Channels have been established with Frontier, a cable company, and will be a major enhancement to the communication of information to the City's residents. The vision for the Civic Center audio and video enhancements will create a more welcoming space for the public to view meetings in person as well as the availability of streaming the government access channel with in the high traffic hallway of the Civic Center building.

This project will encompass two phases to ensure continuity of City meetings. The specific details of both phases are as follows:

PHASE 1

Establishing a mobile "kit" for use of audio and video recording of a meeting outside of the Council Chambers. This "kit" will be utilized immediately to conduct and record meetings in an alternate room while renovations take place in the Council Chambers. Current equipment may be utilized for this kit if possible. Phase 1 **must** be completed by October 31, 2019.

Tasks

Design and establish a mobile kit to utilize in the gymnasium for public meetings during renovation and any future largely attended meetings. Kit to include but not limited to:

Cameras (use of current cameras may be possible)

Tripods

Audio Equipment and compatible microphones

1 Projector for use in Room 2

1 High Lumen Projector for use in Gymnasium

PHASE 2:

For purpose of conveying the project as a whole, the renovations to the Council Chambers, Overflow Room, and hallway of Civic Center will involve construction of an A/V monitoring room that will house server equipment and tech(s) for streaming of the meetings, a raising and replacement of the existing T-bar style ceiling and replacement of all current furniture. These tasks will be performed by an outside contractor but are noted here for purpose of clarity and logistical planning.

Tasks

Design and install a functional Audio/Video system to encompass all equipment needed for the dais and adjacent staff desks for purpose of conducting meetings, streaming audio and video to the Overflow Room and Civic Center hallway and cable broadcast. Dais and adjacent staff desks consist of 5 dais seats, 9 staff seats, and 1 public podium. Functions of this system shall include:

- 14 mounted gooseneck microphones with a mute/unmute switch capability at the base, as well as mute/unmute control from the A/V tech room. Installation of required wiring for such in coordination with the general contractor.
- 13 touch screen convertible laptops (may use 10 current Dell Inspiron 15 5000)

series).

- 1 mounted monitor for display and presentation control feed in addition to a touch screen desktop computer at the Deputy City Clerk's desk space.
- 1 touch screen convertible laptop or touch screen monitor for use at the podium for key speakers with presentations.
- 4 Cameras with tilt, zoom and pan capabilities to capture the dais, staff, and speaker podium.
- Speakers for Council Chambers, Overflow Room and Hallway.
- Large monitor for in-house attendees to view agenda and presentations in the Council Chambers.
- Monitor for the use of Council to view agenda and presentation. (existing tv's may be used).
- Monitor for the use of live stream for in-house attendees to view meeting in the hallway and for constant streaming of government access channel during the day.
- Live feed to connect to an existing tv cart in Overflow Room.
- Option of replacement of all laptops for touch screen monitors with multiple input capability.
- Option of electronic name plates on the front of the dais.
- Audio aiding devices for ADA accommodations.
- Closed captioning capability for streamed video.
- Equipment to establish an audio/video control room to include but not limited to system power control, selection and control of source devices to be displayed, microphone muting, Chambers speaker volume, hallway speaker volume, and video source preview.
- Speak request notification system between dais members and clerk.
- Ability to toggle the power point presentation control between 3 staff seats, deputy city clerk seat and podium.
- Redesign and replacement of current lighting fixtures to LED fixtures to provide appropriate lighting for quality video picture and overall illumination of the Council Chambers.

MANDATORY PRE-BID WALK-THROUGH

A mandatory walk-through of the Council Chambers is required prior to submission of bid and is scheduled for **Monday, August 19, 2019 with two time options, 11:00 a.m. and 4:00 p.m.** This walk-through will give the opportunity to evaluate the current equipment and configuration of the Council Chambers and take measurements as needed.

PROPOSAL REQUIREMENTS

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below.

- A. **Cover Letter:** Executive Summary which shall include an understanding of the scope of services. The cover letter must be signed by an official authorized to bind the consultant contractually and shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.
- B. **Introduction/Information:** Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc. Description of the consulting firm's past and current experience with cities and counties; governmental regions, special districts, agencies, or similar entities; and/or major residential, economic, commercial, entertainment or historic development centers.
- 1) Describe the consultant team and identify the specific personnel that will be assigned to the project and their roles, qualifications and relevant experience on projects within the past two (2) years.
 - 2) Identify the supervisory and management staff.
 - 3) Identify and describe the roles of any sub-contractors and provide relevant qualifications and experience for projects within the past two (2) years. Indicate how the quality of staff over the term of the agreement will be assured.
- C. **References:** Provide at least three (3) previous audio/visual design work of similar capacities.
- D. **Scope of Services:** Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Work should be presented in a logical format that can be easily attached to the final Agreement.
- i) **Project Schedule:** Provide a comprehensive schedule describing the nature and estimated time line of proposed work objectives and milestones. Due to time constraints of this project, it is required that work **shall** commence no later than 30 days of award of contract. City Council is scheduled to award contracts on September 17, 2019.
- E. **Cost Proposal:** Provide detailed cost of services overview to include:
- 1) Fixed prices for all costs associated within the scope of this proposal
 - 2) Detailed hourly rates of all members of the project
 - 3) Additional billable costs for non-specified tasks
 - 4) Total fees and expenses for the entire scope of the project
 - 5) Any area which proposers believe should be included in the scope of work in this proposal, but which is not stipulated in this RFP, and identifies the costs associated with the services rendered

F. *The firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker’s compensation, and vehicle coverage including comprehensive and collision insurance naming the City of Beaumont as additional insured. The proposal shall state whether such insurances will be in force at time of contract execution.*

PROPOSAL SCHEDULE

TASK	DUE DATE
Mandatory Walk-thru	August 19, 2019
Proposal Due	September 2, 2019
Proposal Review	September 3 – 9, 2019
Award Contract	September 17, 2019
Expected Start Date	October 17, 2019

SUBMITTAL

Please provide proposal responses to items A - F no later than **Monday, September 2, 2019 at 5:00 p.m.**

Any proposal received after this deadline may be returned to the proposer as unacceptable. All proposals are to be clearly marked as described in the Introduction section.

Please review the entire proposal request before submitting your proposal. Incomplete submissions may be rejected as non-responsive. All questions must be submitted via email to the RFP contact listed on the front cover page of this RFP. Once submitted, proposals cannot be altered without prior written consent of the City. All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 15 pages, using minimum 12-point font size.

PROPOSAL EVALUATION/SELECTION

The City intends to engage the most qualified consultant available that demonstrates a thorough understanding of the City’s needs. City staff will use the following criteria to evaluate the proposals:

- | | |
|--|-----------------------|
| 1) Understanding the scope of services | Available Points = 10 |
| 2) Demonstrated professional skill and credentials | Available Points = 15 |
| 3) Related experience | Available Points = 25 |

- 4) Timeline and start date availability
- 5) Proposed Fee

Available Points = 30
Available Points = 20

Total Points Available = 100

The City reserves the right to reject any and all proposals.

CONFIDENTIALITY

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

AMENDMENTS TO REQUEST FOR PROPOSALS

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

CONFLICT OF INTEREST

The Consultant shall disclose any personal or professional financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

CITY OF BEAUMONT RIGHTS AND OPTIONS

This RFP does not commit the City of Beaumont to award a contract, to pay any cost incurred with the preparation of a proposal or contract for services described herein. The City may, in its sole discretion and without any obligation to act reasonably, reject any and all proposals, waive informalities and minor irregularities in any proposal reviewed, negotiate with any qualified source submitting a proposal, extend deadlines, and/or request additional information. Subsequent to negotiations, prospective consultants may be required to submit revisions to their proposals. The City may reject any proposal that does not conform to the instructions provided in this RFP.

Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering into final contract.

The City reserves the right to postpone selection for its own convenience, to withdraw this RFP at any time, and to reject any and all proposals without indicating any reason for such rejection. As a function of the RFP process, the City of Beaumont reserves the

right to remedy technical errors in response to the RFP and to modify the published scope of services and scope of work. The City of Beaumont will reserve the right to request that specific personnel with specific expertise be added to the team if the City determines that specific expertise is lacking in the project team. Proposals submitted in response to the RFP will not be returned.

ATTACHMENTS

- A. Drafted Plans and Specifications – **Will be given at walk-thru**
- B. Professional Services Contract sample

Attachment B

CITY OF BEAUMONT PUBLIC WORKS AGREEMENT (NAME OF CONTRACTOR)

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective _____, 2017, by and between the City of Beaumont, a municipal corporation (“CITY”), and NAME OF CONTRACTOR (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the _____ (DESCRIPTION OF PROJECT) Project (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated _____, 2017, and CONTRACTOR’s Bid in response to the Invitation, dated _____, 2017, are attached hereto as Exhibits :A” and “B”, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule, attached hereto as Exhibit “C” and incorporated herein by this reference. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

III. THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of \$_____.

IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the CITY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this

agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

VI. PREVAILING WAGES

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 - 2. Section 1777.4 - Apprenticeship Requirements.
 - 3. Section 1777.5 - Apprenticeship Requirements.
 - 4. Section 1813 - Penalty for Failure to Pay Overtime.
 - 5. Sections 1810 and 1811 - Working Hour Restrictions.
 - 6. Section 1775 - Payroll Records.
 - 7. Section 1773.8 - Travel and Subsistence Pay.

VII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

VIII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

X. INSURANCE

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

A. Types of Insurance

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

- 1. General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence,

\$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

2. **Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

3. **Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:
 - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - Pay on behalf of wording as opposed to reimbursement;
 - Concurrency of effective dates with primary policies;
 - Policies shall “follow form” to the underlying primary policies; and
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies.

4. **Workers’ compensation insurance.** CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

5. **Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR’s Pollution Liability form or other form

acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

- 6. Builder’s risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder’s risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder’s Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder’s risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an “all risk” basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment

stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

- 1. Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 2. Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
- 3. Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 4. CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.
- 5. Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher)

and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

- 6. Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 7. Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- 8. Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 9. Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 10. Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- 15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- 16. Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 17. Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XII. REGISTRATION REQUIREMENTS

A. Pursuant to Section 1771.1(a) of the Labor Code:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. 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.

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that **(Insert Name)** whose title is **(Insert Title)** is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, 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 the provisions of existing law.
 2. Subsurface or latent physical conditions at the site 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 the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will 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 the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. 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's 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 Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- | | |
|--|---|
| <input type="checkbox"/> Notice Inviting Bids | <input type="checkbox"/> Information Required of Bidder |
| <input type="checkbox"/> Scope of Work Summary | <input type="checkbox"/> Construction Services Agreement |
| <input type="checkbox"/> Information for Bidders | <input type="checkbox"/> Certificate Regarding Worker's |
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Compensation |
| <input type="checkbox"/> Non-Collusion Affidavit | <input type="checkbox"/> Drug-free Workplace Certification |
| <input type="checkbox"/> Site Visit Certification | <input type="checkbox"/> Plans and Specifications |
| <input type="checkbox"/> Faithful Performance Bond | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> Labor and Materials Payment Bond | <input type="checkbox"/> Drawings |
| <input type="checkbox"/> General and Supplemental Conditions | <input type="checkbox"/> Change Orders |
| <input type="checkbox"/> Special Conditions | <input type="checkbox"/> Shop Drawing Transmittals |
| <input type="checkbox"/> Project Construction Schedule | <input type="checkbox"/> Contractor's Certificate Regarding |
| <input type="checkbox"/> Proposed Subcontractors | <input type="checkbox"/> Non-Asbestos Containing Materials |
| <input type="checkbox"/> Bid Bond | |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XVII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

SIGNATURE PAGE TO
CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)

CITY:

CITY OF BEAUMONT

By: _____
Julio Martinez, Mayor

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)**

EXHIBIT "A"

CITY'S INVITATION FOR BIDS
DATED _____

(Insert behind this page.)



**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)**

EXHIBIT "B"

CONTRACTOR'S Bid
DATED _____

(Insert behind this page.)



**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)**

EXHIBIT "C"

Project Construction Schedule

(Insert behind this page.)



August 23, 2019

ADDENDUM NO. 1

To the Design and Installation of Audio and Video Enhancement in Council Chambers and Overflow

Updated Information

1. Bidders are to be advised that there is a change to the due date of proposals. The due date of all proposals has been changed to **Tuesday, September 3, 2019, no later than 5:00 p.m.**

Proposals may be submitted via email or in person at City Hall, addressed as follows:

Nicole Wheelwright

550 E 6th Street

Beaumont, Ca 92223

NicoleW@BeaumontCa.gov

Contractor Questions and Responses

1. What are the days and hours allowed on the job site?
 - a. Access inside City Hall can begin at 6:00 a.m. with authorization from the custodian on-site. Work can be conducted Monday through Thursday from 6:00 a.m. to 5:00 p.m.; Fridays from 6:00 a.m. to 2:00 p.m. Saturdays are only available on an as-needed basis from 7:00 a.m. to 2:00 p.m.

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(Enko Systems, Inc.)**

EXHIBIT “B”

CONTRACTOR’S Bid
DATED September 3, 2019

(Insert behind this page.)

Proposal To:

City of Beaumont

For:

City of Beaumont - Civic Center AV Upgrades

September 3, 2019



CSLB C-7, C-10 LIC #: 691828

DIR #: 1000001947

ALARM LIC #: ACO 1739

Enko Systems, Inc



1001 S Arrowhead Ave

Integrated Electronic Systems

COVER LETTER

Hi Nicole and City of Beaumont,

It was great to meet you! Thank you for the opportunity to submit this proposal for your Request to Upgrade the Civic Center Audio Visual Systems. After seeing your site, I have come up with a design that will provide you with the means to operate, record, and live stream your council meetings with the utmost ease and professionalism. In the following pages, you shall find our Proposed Scope of Work along with a few options for changes to allow some flexibility on budgeting, if need be. Listed below is a brief overview of the understanding of the scope of work.

PHASE I

We understand that minimizing downtime is a high priority so we would like to provide a mobile system capable of holding, recording, and streaming council meetings that can be utilized throughout the building in a "mobile fashion". We also propose to have on site technicians available for you during 8 council meetings to ensure your meetings run flawlessly during construction.

BOARDROOM

We want to provide you with a professional system in which the audio, video, and control system can work together in order to allow for an operator to effortlessly provide end users with the ability to display presentations from various sources for council review. We also submit to provide you with a 5-zone audio system to allow for the utmost clarity in vocals both for audience members and overflow members to receive messaging.

ROOM 2/HALLWAY/GYMNASIUM

Working as an overflow room as well as a stand alone room, we offer to provide a system in which audio and video can be routed from the main boardroom to these overflow rooms in order to provide the most flexibility and maximize your purchasing power. Integrating all rooms together enables us to design a system in which you would not be required to purchase "multiple independent systems", thus ultimately keeping the budget lower.

SUMMARY

We trust that this proposal answers all your needs. We understand that AV systems can be made of complex dials and knobs and plugs... and...and...(dot dot dot) - We strive to provide our customers with a high tech system integrated so that you may easily utilize your spaces on a daily basis. Please let us know if there are any questions I can answer, or if you would like to make a time together to go over this proposal in more detail. We can make adjustments to the features, design, and components until it meets your needs.

Regards,

Enko Systems, Inc
1001 S Arrowhead Ave
San Bernardino, CA 92408
(909) 885-7771

About Us

For over 35 years Enko Systems has provided Audio/Video, Fire Alarm, Data, Security, Access Control, Theatrical Lighting and Control Systems to clients throughout the Inland Empire and Surrounding Cities. As a true integration firm, we have prided ourselves on making your systems work FOR you.



Our History

Enko Systems was founded in 1981 through a love of electronics. Originally, Enko Systems primarily focused on voice and POTS solutions and quickly transitioned into Fire alarm systems. After operating for a few years within the realm of Fire Alarms, Enko Systems decided to make the jump into being a full-fledged low voltage systems contractor.



Our Services

We aim to be a one-stop-shop for all your Low Voltage and Integration needs, from Fire Alarm, Data, Security, Access Control, Audio/Video, Theatrical Lighting and Integration. We have a full design team, as well as fabrication shops to keep your project in-house from paper to commissioning. We also have a full service and testing team to make sure your systems continue to run at peak performance.

Our Team

With over 45 employees across 6 different divisions of Low Voltage, our team consists of some of the most versatile technicians in the industry. With multiple certifications in all facets of the Low Voltage trade, our company is constantly staying up-to-date with the most recent knowledge bases available to us via our relationship with over 200 manufacturers of equipment.



Our Goal

Enko Systems strives to build personal relationships with each one of its customers. Sometimes, the corporate world can be a struggle to work with and every decision may seem like it would require many hoops to jump through. Enko systems has always had the philosophy of "Small But Mighty". We work hard to make sure you get to know Enko Systems as an extension of your "business family".

PREVIOUS WORK

For over 35 years Enko Systems, Inc has provided Audio, Video, Theatrical Lighting and Control Systems to clients throughout the Inland Empire and Surrounding Areas. With countless system designs and installations like the ones below, you know you can count on us to bring your project to life.

Let us help you create a technical experience that your clients will remember for years to come.



Riverside County Emergency Operations Center *Indio, CA*

Dubbed the East County Emergency Operations Center, this site serves as a command center for Riverside County. Boasting a 16-panel matrix video wall, the site is fully automated and controlled via Crestron to enable simple control of more than 32 news sources to display to the EOC team. Our team was interviewed and featured in Sound and Communication Magazine, April 2019 for the installation of this project.



SBCUSD Professional Development Center *San Bernardino, CA*

Built with flexibility in mind, this training facility utilizes 3 large meeting rooms, each complete with 5 displays as well as projector lifts and motorized screens, to allow for multiple room configurations. Sensors and programming allow for the AV system to work whether the rooms are separated or combined. Each room also has a PTZ camera that feeds to a Master Control room to allow an operator to independently monitor and control each room's Audio and Video system.



Inland Regional Center, Boardroom *San Bernardino, CA*

Tailoring to our client's request for minimized distraction and maximized efficiency during council meetings, Enko Systems provided IRC with an AV System capable of mic muting, Request to Speak, timer expiration muting, and master control via Crestron touchpanels and processing to allow for clear and structured council meetings. The room also consisted of 12 microphones and 3 speaker zones to allow for clarity and comprehension in all audience areas.



SBCUSD Board of Education (In Progress) *San Bernardino, CA*

Featuring the largest Council Room AV System Enko Systems has had the pleasure of building, the SBCUSD BoE Building will contain a Dais with seating for 25, all with independent microphones, control touchpanels, video inputs and outputs, as well as a Master Control system to manage all AV material. Complete with 4 PTZ cameras and recorders/streaming devices, the SBCUSD will be able to record and stream a multicamera production to its local viewers within the building as well as its remote viewers via streaming services.

PREVIOUS WORK

For over 35 years Enko Systems, Inc has provided Audio, Video, Theatrical Lighting and Control Systems to clients throughout the Inland Empire and Surrounding Areas. With countless system designs and installations like the ones below, you know you can count on us to bring your project to life.

Let us help you create a technical experience that your clients will remember for years to come.



Etiwanda High School Performing Arts Center

Rancho Cucamonga

Built from the ground up, the Etiwanda High School Performing Arts Center features a full AV integration including EAW Left, Right, Center fills with an Extron video matrix and Control System. This enables our client to operate the facility in a wide range of use-cases including theatrical shows, live-music performances, movie nights, and corporate/board meetings.



Yucaipa Performing Arts Center

Yucaipa, CA

Tailoring to the client's desire to put Yucaipa on the map for the Arts, this venue is a complete "send anything, anywhere" venue. Featuring a complete indoor theatre with projection as well as an outdoor amphitheatre utilizing a 30' x 20' LED wall, this venue is capable of hosting the smallest of banquets to the largest of concerts, as proven by Foghat and Blues Traveler.



St. Joan of Arc

Blythe, CA

Small towns still need big images. That's why St. Joan of Arc reached out to us to help them with their needs of displaying liturgy and imagery to its congregation. This facility features 4 LED TV's and 1 Projection screen along with cameras and control systems for easy operation.

Complete Audio and Video Upgrade for the City of Beaumont Civic Center and Council Chambers.

The scope of this proposal is to provide the following system capabilities including all necessary equipment, installation, wiring, terminations, testing, programming, configuring/tuning, and training. All systems and scopes specified shall be complete with new equipment unless otherwise specifically stated within the scope of service. All work shall commence no later than 30 days after contract award. Phase I "Mobile Flypack" shall be complete and operational no later than October 29th, 2019. Phase II shall be complete no later than 60 days after completion of all millwork, framing, and finish work that shall be provided by others.

Mobile Kit

-Provide a mobile operating broadcast solution ("Flypack") to allow for recording and broadcasting of a board meeting or similar function utilizing (2) Owner Furnished Blackmagic Pocket Cinema Cameras, (1) Owner Furnished Blackmagic ATEM Studio Switcher, and all necessary equipment and accessories provided by Enko Systems. Flypack to provide ability of a two-camera, two microphone video shoot with recording to a Black Magic Recorder. The Flypack shall include the ability to livestream to a network service, as well as record via SD card and uploaded to customer provided broadcast service platform at a later time. Live Video from Flypack shall have the ability to be sent to local room displays (Room 2 and Gymnasium). Enko Systems shall provide an 8000-lumens projector in Gymnasium with video capability to accept Flypack video feed as well as Boardroom video feeds once Phase II construction is completed.

-Provide on-site technician for up to eight (8) board meetings (max 3 hour session) to assist with setup/operation/strike/configuration of any temporary AV equipment necessary for council meeting recording and streaming during the construction phase.

Audio

-Provide a microphone package complete with 16 microphones, 15 of which to be used for the Dais, Staff Members, and Lectern positions, and 1 of which to be a wireless "roving" microphone for general use.

-Provide a Head End Audio/Control System with a control processors and equipment to control (5) Zones of Audio (Dais Seating Area, Audience Seating Area, Audio Booth, Hallway Overflow, and "Room 2" Overflow). Control System shall allow for ease of use for an operator to control mic mutes and volumes, speaker zone mutes and levels, and request to speak controls. Enko Systems shall provide all equipment necessary to provide an assistive listening system as required by the American Disabilities Act within the State of California.

Video

-Provide a Video System with the ability for users to connect an HDMI capable source at (7) locations - three (3) of which to be at the Dais/Staff seating area, one (1) of which to be at the Deputy Clerk seating location, one (1) of which to be at the lectern, one (1) of which to be in "Room 2" and one (1) of which to be in the Gymnasium. Video System shall include HDMI video outputs at eight (8) locations - four of which to be located at the four (4) Boardroom Displays (1 output at each display), one (1) location at the Gymnasium projector, one (1) located in "Room 2" for use with overflow displays/mobile cart, one (1) to be located at the Hallway Display location, one (1) to be located at the Deputy Clerk monitor location (Monitor provided by Enko Systems), and one (1) to be located at the Deputy Clerk seat location to display on an Enko Systems provided monitor.

-Move four (4) existing Boardroom displays to and provide necessary hardware to mount in locations according to Bidset floorplans. Final location to be determined and coordinated with other trades and construction restrictions and shall be agreed upon by City and Enko Systems prior to installation.

-Provide one (1) 55" Display in the Hallway, with necessary mounting hardware to mount to ceiling, to allow for viewing of Boardroom video content.

-As stated above, provide one (1) 8000-lumens projector in Gymnasium, mounted to building ceiling/support structure. Projector shall have ability to display any of the following sources: local Gymnasium wall input (Flypack or laptop input), any of the Dais/Staff/Lectern laptop inputs, or the Master output of the production switcher.

-Provide four (4) PTZ cameras in the Boardroom, in locations sufficient to provide adequate coverage of all presentation/focal point locations including all Dais/Staff seating areas, lectern area, and whiteboard areas. These four cameras shall have PTZ controls from a single joystick/control surface in the Control Booth for ease of use.

-Provide a multiformat presentation switcher and recorder capable of live switching and recording the four above mentioned PTZ cameras and the various presentation inputs such as Powerpoints and video material generated from a customer supplied/user laptop. City shall have ability to record to SD card for post production use or upload to City servers and service platforms.

-Provide (4) Dell Inspiron 15 5000 convertible laptops - three (3) of which to be located at Dais/Staff seating area and one (1) of which to be located at lectern. Devices shall be provided in a flat "out of the box" configuration and will require City configurations of security and network processes and protocols

-Closed captioning capabilities, hardware, and software shall be excluded from the scope and shall be provided by others. Enko Systems recommends the use of YouTube's automatic speech to text captioning abilities for LiveStream caption options as well as YouTube's ability for SRT file uploads given the City's mention of using YouTube as a streaming platform.

Lighting

-Provide a lighting system that provides adequate general room lighting utilizing dimmable LED par cans. Lighting system shall consist of three zones (1 for the Dais/Staff seating area, 1 for the audience areas in the boardroom, and 1 for the Audio/Control Room).

-Provide an installed broadcast quality lighting package that provides a lighting tone and coloring consistent with small-medium size broadcast industry standards. Lighting tone and color control shall allow for flexibility in white balance tones and color temperature correction. This lighting package shall consist of ceiling mounted wash fixtures in the Dais/Staff seating area focused on the Board/Staff members.

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE
Payment terms are NET 30

PROJECT TOTAL \$175,080.21

OPTIONS Not included in the project total. Initial to the left to add the option to your project.

_____	REMOVE BROADCAST LIGHTING PACKAGE	-\$11,489.85
_____	ADDITIONAL TOUCHPANEL IN GYMNASIUM	+\$4,384.13
_____	SUBSTITUTE FOUR PTZ CAMERAS WITH 3 STATIC AND ONE PTZ CAMERA	+\$1,010.54
_____	ADD VGA CAPABILITY TO DAIS/LECTERN VIDEO INPUT	+\$2,429.33

TERMS

I accept this proposal and hereby authorize Enko Systems, Inc to proceed with the installation of the included systems at the facilities constructing at 550 E. 6th Street Beaumont, CA 92223 as described in the totality of this document. I understand that the listed Project Total excludes any DSA approval, permits, installation or coordination of conduit, backboxes, rings, floor boxes, flanges, trimplates, and cable tray unless otherwise specifically stated within the contents of this document. I further understand that any 110VAC, drywall, paint, and demolition is excluded from this contract unless otherwise noted within this document. If Payment Bonds are required, I understand a 3% fee will be applied to the Total Amount as listed above. I further authorize Enko Systems, Inc to be granted the facility access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to Enko Systems, Inc. In keeping with the Terms of Payment listed above. It has been made clear to me that there exist no understandings regarding this project with any relevant party unless and until City of Beaumont and Enko Systems, Inc agree to such additional or alternate understandings in writing. Project cost and pricing are dependent upon a continual flow of work without interruption or delays imposed by City of Beaumont or their staff, construction, other building trades or any other party, and additional costs may be incurred by City of Beaumont from Enko Systems, Inc. If such delays result in additional costs that are not covered by the pricing in this proposal. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by City of Beaumont and Enko Systems, Inc. This proposal is valid only if accepted in writing by City of Beaumont and deposit payment received no later than September 25, 2019.

ACCEPTANCE

CITY OF BEAUMONT

SIGNED

DATE

PRINT NAME

TITLE

ENKO SYSTEMS, INC

SIGNED

DATE

PRINT NAME

TITLE

Proposal To:

City of Beaumont

For:

City of Beaumont - Civic Center AV Upgrades

September 20, 2019



CSLB C-7, C-10 LIC #: 691828

DIR #: 1000001947

ALARM LIC #: ACO 1739

Enko Systems, Inc



1001 S Arrowhead Ave

Integrated Electronic Systems

About Us

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Let us help you create a technical experience that your clients will remember for years to come.



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Rancho Cucamonga

Built from the ground up, the Etiwanda High School Performing Arts Center features a full AV integration including EAW Left, Right, Center fills with an Extron video matrix and Control System. This enables our client to operate the facility in a wide range of use-cases including theatrical shows, live-music performances, movie nights, and corporate/board meetings.



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Yucaipa, CA

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Blythe, CA

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Mobile Kit

-Provide a mobile operating broadcast solution ("Flypack") to allow for recording and broadcasting of a board meeting or similar function utilizing (2) Owner Furnished Blackmagic Pocket Cinema Cameras, (1) Owner Furnished Blackmagic ATEM Studio Switcher, and all necessary equipment and accessories provided by Enko Systems. Flypack to provide ability of a two-camera, two microphone video shoot with recording to a Black Magic Recorder. The Flypack shall include the ability to livestream to a network service, as well as record via SD card and uploaded to customer provided broadcast service platform at a later time. Live Video from Flypack shall have the ability to be sent to local room display in Room 2. Enko Systems shall provide a 65" LED display in Room 2 with a full articulating mount to accept "Flypack" video feed.

Audio

-Provide a microphone package complete with 15 microphones, 14 of which to be used for the Dais, Staff Members, and Lectern positions, and 1 of which to be a wireless "roving" microphone for general use.

-Provide a Head End Audio/Control System with a control processors and equipment to control (3) Zones of Audio (Dais Seating Area, Audience Seating Area, Audio Booth). Control System shall allow for ease of use for an operator to control mic mutes and volumes, speaker zone mutes and levels, and request to speak controls via either of two (2) touchpanels, one mounted at Deputy Clerk location and one mounted in Audio Booth location. Enko Systems shall provide all equipment necessary to provide an assistive listening system as required by the American Disabilities Act within the State of California.

Video

-Provide a Video System with the ability for users to connect an HDMI capable source at three (3) locations - one (1) of which to be at the Deputy Clerk seating area, one (1) of which to be at the Mayor seating location, and one (1) of which to be at the lectern. Video System shall include HDMI video outputs at (X) locations - three of which to be located at the three (3) Boardroom Displays (1 output at each display), one (1) to be located at the Hallway Display location, one (1) to be located at the Room 2 display location (display and mount provided by Enko Systems), and one (1) to be located at the Deputy Clerk seat location to display on an Enko Systems provided monitor.

-Move four (4) existing Boardroom displays to and provide necessary hardware to mount in locations according to Bidset floorplans. Final location to be determined and coordinated with other trades and construction restrictions and shall be agreed upon by City and Enko Systems prior to installation.

-Provide one (1) 55" Display in the Hallway, with necessary mounting hardware to mount to ceiling, to allow for viewing of Boardroom video content.

-Provide two (2) PTZ cameras and one (1) fixed camera in the Boardroom, in locations sufficient to provide adequate coverage of all presentation/focal point locations including all Dais/Staff seating areas, lectern area, and whiteboard areas. The two PTZ cameras shall have controls from a single joystick/control surface in the Control Booth for ease of use. Final locations to be confirmed with City prior to installation.

-Provide a multiformat presentation switcher and recorder capable of live switching and recording the four above mentioned PTZ cameras and the various presentation inputs such as Powerpoints and video material generated from a customer supplied/user laptop. City shall have ability to record to SD card for post production use or upload to City servers and service platforms.

-Provide (4) Dell Inspiron 15 5000 convertible laptops - three (3) of which to be located at Dais/Staff seating area and one (1) of which to be located at lectern. Devices shall be provided in a flat "out of the box" configuration and will require City configurations of security and network processes and protocols

-Closed captioning capabilities, hardware, and software shall be excluded from the scope and shall be provided by others. Enko Systems recommends the use of YouTube's automatic speech to text captioning abilities for LiveStream caption options as well as YouTube's ability for SRT file uploads given the City's mention of using YouTube as a streaming platform.

Lighting

-Provide a lighting system that provides adequate general room lighting utilizing dimmable LED par cans. Lighting system shall consist of three zones (1 for the Dais/Staff seating area, 1 for the audience areas in the boardroom, and 1 for the Audio/Control Room).

SCOPE OF WORK - OPTIONS

Add One PTZ Camera to Boardroom

-An option to add a PTZ camera to the Boardroom, to be controlled via Vaddio Joystick in Audio Booth.

Utilize 15 PC's with Dual Input Touchscreens; Eliminate Dell 2-in-1's from Scope

-Add 15 Dell Optiplex 3060 Micro PC's, each with 8GB of RAM and 128GB SSD Hard Drive. Add 15 Dell 2418HT Touchpanels. Add 15 video converters to allow SDI video feed from Blackmagic ATEM to display on Monitor. Remove 3 Dell Inspiron 15 5000 2-in-1 laptops from original scope.

9 Surface Pro's + 11 Presentation Monitors

-This option removes the Dell Inspiron 15 5000 in original scope of work and adds 9 Microsoft Surface Pro 128GB Tablets with i5 Processor and 8GB of RAM. This option also adds 11 display monitors (not touchscreen) and required video equipment to display a presentation feed from the main video switcher located in the Audio Booth.

11 Presentation Monitors Only

-Add Equipment, Cabling, and Installation necessary to present video switcher feed to 11 local 22" monitors at Dais seating positions.

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE

PROJECT TOTAL \$125,927.25

OPTIONS Not included in the project total. Initial to the left to add the option to your project.

_____	ADD ONE PTZ CAMERA TO BOARDROOM	+\$5,829.37
_____	UTILIZE 15 PC'S WITH DUAL INPUT TOUCHSCREENS; ELIMINATE DELL 2-IN-1'S FROM SCOPE	+\$22,164.12
_____	9 SURFACE PRO'S + 11 PRESENTATION MONITORS	+\$9,681.68
_____	11 PRESENTATION MONITORS ONLY	+\$7,353.56

TERMS

I accept this proposal and hereby authorize Enko Systems, Inc to proceed with the installation of the included systems at the facilities constructing at 550 E. 6th Street Beaumont, CA 92223 as described in the totality of this document. I understand that the listed Project Total excludes any DSA approval, permits, installation or coordination of conduit, backboxes, rings, floor boxes, flanges, trimplates, and cable tray unless otherwise specifically stated within the contents of this document. I further understand that any 110VAC, drywall, paint, and demolition is excluded from this contract unless otherwise noted within this document. If Payment Bonds are required, I understand a 3% fee will be applied to the Total Amount as listed above. I further authorize Enko Systems, Inc to be granted the facility access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to Enko Systems, Inc. In keeping with the Terms of Payment listed above. It has been made clear to me that there exist no understandings regarding this project with any relevant party unless and until City of Beaumont and Enko Systems, Inc agree to such additional or alternate understandings in writing. Project cost and pricing are dependent upon a continual flow of work without interruption or delays imposed by City of Beaumont or their staff, construction, other building trades or any other party, and additional costs may be incurred by City of Beaumont from Enko Systems, Inc. If such delays result in additional costs that are not covered by the pricing in this proposal. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by City of Beaumont and Enko Systems, Inc. This proposal is valid only if accepted in writing by City of Beaumont and deposit payment received no later than September 25, 2019.

ACCEPTANCE

CITY OF BEAUMONT

SIGNED

DATE

PRINT NAME

TITLE

ENKO SYSTEMS, INC

SIGNED

DATE

PRINT NAME

TITLE

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(Enko Systems, Inc.)**

EXHIBIT “C”

Project Construction Schedule

(Insert behind this page.)

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(GV Construction Inc.)**

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective October 1, 2019 by and between the City of Beaumont, a municipal corporation (“CITY”), and GV Construction, Inc., a California corporation (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the Council Chamber Renovation Construction Project (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated August 13, 2019, and CONTRACTOR’s Bid in response to the Invitation, dated September 3, 2019, are attached hereto as Exhibits :A” and “B”, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation. In the event that any terms of the Bid are different from the Invitation for Bids, the Invitation for Bids shall control. Any additional terms in the Bid that purport to bind the City to any additional terms not contained in this Agreement and related attachments shall not be binding on the City.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule, attached hereto as Exhibit “C” and incorporated herein by this reference. All work shall commence fifteen (15) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

III. THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the lump sum of Eighty Seven Thousand Five Hundred One Dollars and fifty seven cents \$87,501.77 (“Contract Sum”). Except for change orders approved by City as provided in this Agreement, Contractor shall complete the Project for an amount not to exceed the Contract Sum.

IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the CITY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR’s negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR’s legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR’s negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and

inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

VI. PREVAILING WAGES

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 - 2. Section 1777.4 - Apprenticeship Requirements.
 - 3. Section 1777.5 - Apprenticeship Requirements.
 - 4. Section 1813 - Penalty for Failure to Pay Overtime.
 - 5. Sections 1810 and 1811 - Working Hour Restrictions.
 - 6. Section 1775 - Payroll Records.
 - 7. Section 1773.8 - Travel and Subsistence Pay.

VII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

VIII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of

Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

X. INSURANCE

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

A. Types of Insurance

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

- 1. General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
- 2. Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- 3. Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:

 - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - Pay on behalf of wording as opposed to reimbursement;
 - Concurrence of effective dates with primary policies;
 - Policies shall “follow form” to the underlying primary policies; and
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies.
- 4. Workers’ compensation insurance.** CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

- 5. Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

- 6. Builder's risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment,

materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

1. **Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
2. **Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
3. **Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
4. **CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed

by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.

- 5. Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.
- 6. Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 7. Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- 8. Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 9. Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 10. Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents,

and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- 15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- 16. Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 17. Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XII. REGISTRATION REQUIREMENTS

A. Pursuant to Section 1771.1(a) of the Labor Code:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. 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.

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that **(Insert Name)** whose title is **(Insert Title)** is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, 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 the provisions of existing law.
 2. Subsurface or latent physical conditions at the site 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 the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will 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 the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. 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's 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 Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or

by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- | | |
|--|---|
| <input type="checkbox"/> Notice Inviting Bids | <input type="checkbox"/> Information Required of Bidder |
| <input type="checkbox"/> Scope of Work Summary | <input type="checkbox"/> Construction Services Agreement |
| <input type="checkbox"/> Information for Bidders | <input type="checkbox"/> Certificate Regarding Worker's |
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Compensation |
| <input type="checkbox"/> Non-Collusion Affidavit | <input type="checkbox"/> Drug-free Workplace Certification |
| <input type="checkbox"/> Site Visit Certification | <input type="checkbox"/> Plans and Specifications |
| <input type="checkbox"/> Faithful Performance Bond | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> Labor and Materials Payment Bond | <input type="checkbox"/> Drawings |
| <input type="checkbox"/> General and Supplemental Conditions | <input type="checkbox"/> Change Orders |
| <input type="checkbox"/> Special Conditions | <input type="checkbox"/> Shop Drawing Transmittals |
| <input type="checkbox"/> Project Construction Schedule | <input type="checkbox"/> Contractor's Certificate Regarding |
| <input type="checkbox"/> Proposed Subcontractors | <input type="checkbox"/> Non-Asbestos Containing Materials |
| <input type="checkbox"/> Bid Bond | |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XVII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

SIGNATURE PAGE TO
CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(GV Construction, Inc.)

CITY:

CITY OF BEAUMONT

By: _____
Julio Martinez, Mayor

CONTRACTOR:

GV Construction, Inc., a California corporation

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(GV Construction, Inc.)**

EXHIBIT "A"

CITY'S INVITATION FOR BIDS
DATED August 13, 2019

(Insert behind this page.)



Agenda Item No. 11.

Website:
BeaumontCa.gov

Address:
550 E. 6th Street
Beaumont, CA 92223

Phone:
951.769.8520

Request for Proposals

Council Chambers Renovation Construction

Proposals Due By:

5:00 pm

Monday, September 2, 2019

Mandatory Walk-Through:

Schedule walk-through via email

NicoleW@BeaumontCa.gov

Contact:

Nicole Wheelwright

Deputy City Clerk

NicoleW@beaumontca.gov

INTRODUCTION

The City of Beaumont ("City") requests written proposals for selection of a qualified firm that possesses a current general construction license for the purpose of renovation the City's current City Council Chambers.

This project is a component of the City's Council Chambers Renovation Project that encompasses upgrades of its audio and video equipment, furniture and configuration design.

Construction to the Council Chambers is needed to enhance the level of accommodation, provide adequate space and accessibility of audio and video equipment and to freshen the appearance of the room.

Firms submitting proposals must be prepared to enter into a contract for work to be provided and must obtain a city business license. Proposals will be accepted until the close of business at **5:00pm on Monday, September 2, 2019**. Please address as follows:

Nicole Wheelwright
Deputy City Clerk
City of Beaumont
550 E 6th Street
Beaumont, Ca 92223
Bid Enclosed

BACKGROUND

The City of Beaumont Civic Center was originally built in the 1930's as a school building. The building has since been converted from classrooms to offices and now houses City administration offices, Council Chambers, and a large event hall. The City's Council Chambers is utilized for public meetings and is in need of enhancement and restoration.

Currently the Council Chambers lacks wheelchair accessibility to the dais which sits on an elevated platform. The Council Chambers also lacks a secured space to conduct the audio and video controls for the purpose of recording and streaming the meetings conducted.

PURPOSE AND SCOPE

The project includes the following locations within the Civic Center building:

- City Council Chambers

The purpose and goal for the construction renovations are to provide wheelchair access, construct a control room within the Council Chambers for audio and video

equipment and technicians and to freshen the appearance of the Council Chambers.

Council Chambers:

The scope of construction and renovation within the Council Chambers is as follows:

- Demo of existing dais platform and reconstructed to the height required for an adjacent wheelchair accessible ramp.
- Construction of a half wall to enclose the dais platform and allow for installation of a wheelchair ramp railing.
- Installation of electrical, microphone, HDMI, and ethernet floor outlets in the dais platform. Placement of such to be coordinated with the furniture contractor and the audio/video contractor. Estimated to be at least five (5) outlets of each.
- Installation of a dedicated outlet on the dais platform for a 110v mini refrigerator.
- Design and construction of ADA compliant wheelchair accessibility ramp to the raised platform.
- Installation of electrical, microphone, HDMI, and ethernet floor outlets in the staff desk areas adjacent to the platform as well as the west wall.
- Demo of existing closet configuration to construct a 13' x 6'6" audio/video control room.
- Relocation or deletion of current vent ducting and piping in the existing closet.
- Installation of electrical outlets in the audio/video control room in coordination with the audio and video contractor.
- A cap of two (2) existing gas stubs to be flush with the wall.
- Relocation and conversion of existing electrical wall outlets to floor outlets.
- Construct an HVAC split to provide a separate and controlled temperature for the server equipment to be stored within the control room.
- Installation of coffered style T-bar ceiling panels, or sheetrock (hard lid) finish with soffits for ducting and utilities and three (3) access panels. Please provide both cost options.
- Raising of current vent ducting above ceiling.
- Replacement of vent ducting screens.
- Addition of floor intake vents for the HVAC unit.
- Installation of conduit for electrical and communication wiring above ceiling in coordination with the Audio and Video contractor.
- Possible dry wall repair after removal of three (3) large whiteboards adhered to the south wall.
- Installation of carpet with Mohawk Distinctive Appeal #979 Sensory Touch.
- Addition of windowsills to match other windowsill styles within the building.
- 5 foot tall wainscoting on the east and west walls.
- 3 foot tall wainscoting on the north and south walls.
- Painting of all interior walls and accent trim within Council Chambers.

In concurrence with the Council Chambers construction renovation, the Council Chambers will also be undergoing audio and video upgrades as well and furniture design and construction. The firm selected will be required to work in coordination with the firms selected for the other components of the Council Chambers Renovation Project for the logistics and planning of construction. Coordination with the selected

audio and video firm of the Chamber's renovation includes but is not limited to the access to the electrical wiring for replacement and enhancement thereof above the ceiling and installation of cameras on the ceiling.

MANDATORY PRE-BID WALK-THROUGH

A mandatory walk-through of the Council Chambers is required prior to submission of bid please schedule via email: NicoleW@BeaumontCa.gov. This walk-through will give the opportunity to evaluate and take measurements as needed.

PROPOSAL REQUIREMENTS

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below.

- A. **Cover Letter:** Executive Summary which shall include an understanding of the scope of services. The cover letter must be signed by an official authorized to bind the consultant contractually and shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.
- B. **Introduction/Information:** Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc. Description of the consulting firm's past and current experience with cities, counties, governmental regions, special districts, agencies, or similar entities; and/or major residential, economic, commercial, entertainment or historic development centers.
 - 1) Describe the consultant team and identify the specific personnel that will be assigned to the project and their roles, qualifications and relevant experience on projects within the past two (2) years.
 - 2) Identify the supervisory and management staff.
 - 3) Identify and describe the roles of any sub-contractors and provide relevant qualifications and experience for projects within the past two (2) years. Indicate how the quality of staff over the term of the agreement will be assured.
- C. **References:** Provide at least three (3) previous projects with work of similar capacities.
- D. **Scope of Services:** Provide a description of the tasks, sub-tasks, and deliverables

that will be provided. The Scope of Work should be presented in a logical format that can be easily attached to the final Agreement.

- i) Project Schedule: Provide a comprehensive schedule describing the nature and estimated time line of proposed work objectives and milestones. Due to time constraints of this project, it is required that work **shall** commence no later than 30 days of award of contract. City Council is scheduled to award contracts on September 17, 2019.

E. **Cost Proposal:** Provide detailed cost of services overview to include:

- 1) Fixed prices for all costs associated within the scope of this proposal
- 2) Detailed hourly rates of all members of the project
- 3) Additional billable costs for non-specified tasks
- 4) Total fees and expenses for the entire scope of the project
- 5) Any area which proposers believe should be included in the scope of work in this proposal, but which is not stipulated in this RFP, and identifies the costs associated with the services rendered

F. *The firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker’s compensation, and vehicle coverage including comprehensive and collision insurance naming the City of Beaumont as additional insured. The proposal shall state whether such insurances will be in force at time of contract execution.*

PROPOSAL SCHEDULE

TASK	DUE DATE
Mandatory Walk-thru	Please Schedule a Date and Time
Proposal Due	September 2, 2019
Proposal Review	September 3-9, 2019
Award Contract	September 17, 2019
Expected Start Date	October 17, 2019

SUBMITTAL

Please provide proposal responses to items A - F no later than **Monday, September 2, 2019 at 5:00 p.m.**

Any proposal received after this deadline may be returned to the proposer as unacceptable. All proposals are to be clearly marked as described in the Introduction section.

Please review the entire proposal request before submitting your proposal. Incomplete submissions may be rejected as non-responsive. All questions must be submitted via

email to the RFP contact listed on the front cover page of this RFP. Once submitted, proposals cannot be altered without prior written consent of the City. All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 15 pages, using minimum 12-point font size.

PROPOSAL EVALUATION/SELECTION

The City intends to engage the most qualified consultant available that demonstrates a thorough understanding of the City's needs. City staff will use the following criteria to evaluate the proposals:

- | | |
|--|-----------------------|
| 1) Understanding the scope of services | Available Points = 10 |
| 2) Demonstrated professional skill and credentials | Available Points = 15 |
| 3) Related experience | Available Points = 25 |
| 4) Timeline and start date availability | Available Points = 30 |
| 5) Proposed Fee | Available Points = 20 |

Total Points Available = 100

The City reserves the right to reject any and all proposals.

CONFIDENTIALITY

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

AMENDMENTS TO REQUEST FOR PROPOSALS

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

CONFLICT OF INTEREST

The Consultant shall disclose any personal or professional financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

CITY OF BEAUMONT RIGHTS AND OPTIONS

This RFP does not commit the City of Beaumont to award a contract, to pay any cost incurred with the preparation of a proposal or contract for services described herein. The City may, in its sole discretion and without any obligation to act reasonably, reject any and all proposals, waive informalities and minor irregularities in any proposal reviewed, negotiate with any qualified source submitting a proposal, extend deadlines, and/or request additional information. Subsequent to negotiations, prospective consultants may be required to submit revisions to their proposals. The City may reject any proposal that does not conform to the instructions provided in this RFP.

Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering into final contract.

The City reserves the right to postpone selection for its own convenience, to withdraw this RFP at any time, and to reject any and all proposals without indicating any reason for such rejection. As a function of the RFP process, the City of Beaumont reserves the right to remedy technical errors in response to the RFP and to modify the published scope of services and scope of work. The City of Beaumont will reserve the right to request that specific personnel with specific expertise be added to the team if the City determines that specific expertise is lacking in the project team. Proposals submitted in response to the RFP will not be returned.

ATTACHMENTS

- A. Drafted Plans and Specifications – **Will be given at walk-thru**
- B. Professional Services Contract sample

Attachment B

CITY OF BEAUMONT PUBLIC WORKS AGREEMENT (NAME OF CONTRACTOR)

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective _____, 2017, by and between the City of Beaumont, a municipal corporation (“CITY”), and NAME OF CONTRACTOR (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the _____ (DESCRIPTION OF PROJECT) Project (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated _____, 2017, and CONTRACTOR’s Bid in response to the Invitation, dated _____, 2017, are attached hereto as Exhibits :A” and “B”, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule, attached hereto as Exhibit “C” and incorporated herein by this reference. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

III. **THE CONTRACT SUM**

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of \$ _____.

IV. **PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the CITY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. **INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT**

CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence

is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

VI. PREVAILING WAGES

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
 - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 - 2. Section 1777.4 - Apprenticeship Requirements.
 - 3. Section 1777.5 - Apprenticeship Requirements.
 - 4. Section 1813 - Penalty for Failure to Pay Overtime.
 - 5. Sections 1810 and 1811 - Working Hour Restrictions.
 - 6. Section 1775 - Payroll Records.
 - 7. Section 1773.8 - Travel and Subsistence Pay.

VII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

VIII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

X. INSURANCE

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

A. Types of Insurance

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

- 1. General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must

include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

2. **Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
3. **Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:
 - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - Pay on behalf of wording as opposed to reimbursement;
 - Concurrency of effective dates with primary policies;
 - Policies shall “follow form” to the underlying primary policies; and
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies.
4. **Workers’ compensation insurance.** CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

5. **Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR’s Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no

less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

- 6. Builder’s risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder’s risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder’s Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder’s risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an “all risk” basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

- 1. Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 2. Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
- 3. Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 4. CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.
- 5. Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

- 6. Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 7. Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- 8. Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 9. Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 10. Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except

with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- 15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- 16. Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 17. Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XII. REGISTRATION REQUIREMENTS

A. Pursuant to Section 1771.1(a) of the Labor Code:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. 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.

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that **(Insert Name)** whose title is **(Insert Title)** is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, 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 the provisions of existing law.
 2. Subsurface or latent physical conditions at the site 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 the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will 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 the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. 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's 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 Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- | | |
|--|---|
| <input type="checkbox"/> Notice Inviting Bids | <input type="checkbox"/> Information Required of Bidder |
| <input type="checkbox"/> Scope of Work Summary | <input type="checkbox"/> Construction Services Agreement |
| <input type="checkbox"/> Information for Bidders | <input type="checkbox"/> Certificate Regarding Worker's |
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Compensation |
| <input type="checkbox"/> Non-Collusion Affidavit | <input type="checkbox"/> Drug-free Workplace Certification |
| <input type="checkbox"/> Site Visit Certification | <input type="checkbox"/> Plans and Specifications |
| <input type="checkbox"/> Faithful Performance Bond | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> Labor and Materials Payment Bond | <input type="checkbox"/> Drawings |
| <input type="checkbox"/> General and Supplemental Conditions | <input type="checkbox"/> Change Orders |
| <input type="checkbox"/> Special Conditions | <input type="checkbox"/> Shop Drawing Transmittals |
| <input type="checkbox"/> Project Construction Schedule | <input type="checkbox"/> Contractor's Certificate Regarding |
| <input type="checkbox"/> Proposed Subcontractors | <input type="checkbox"/> Non-Asbestos Containing Materials |
| <input type="checkbox"/> Bid Bond | |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XVII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

SIGNATURE PAGE TO
CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)

CITY:

CITY OF BEAUMONT

By: _____
Julio Martinez, Mayor

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)**

EXHIBIT "A"

**CITY'S INVITATION FOR BIDS
DATED [REDACTED]**

(Insert behind this page.)



**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)**

EXHIBIT "B"

CONTRACTOR'S Bid
DATED [REDACTED]

(Insert behind this page.)



**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)**

EXHIBIT "C"

Project Construction Schedule

(Insert behind this page.)



August 23, 2019

ADDENDUM NO. 1

To the Council Chambers Renovation Construction

Updated Information

1. Bidders are to be advised that there is a change to the due date of proposals. The due date of all proposals has been changed to **Tuesday, September 3, 2019, no later than 5:00 p.m.**

Proposals may be submitted via email or in person at City Hall, addressed as follows:

Nicole Wheelwright

550 E 6th Street

Beaumont, Ca 92223

NicoleW@BeaumontCa.gov

Contractor Questions and Responses

1. What are the days and hours allowed on the job site?
 - a. Access inside City Hall can begin at 6:00 a.m. with authorization from the custodian on-site. Work can be conducted Monday through Thursday from 6:00 a.m. to 5:00 p.m.; Fridays from 6:00 a.m. to 2:00 p.m. Saturdays are only available on an as-needed basis from 7:00 a.m. to 2:00 p.m.

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(GV Construction, Inc.)**

EXHIBIT “B”

CONTRACTOR’S Bid
DATED September 3, 2019

(Insert behind this page.)

GV CONSTRUCTION, INC
1381 HACKNEY STREET
HEMET, CA 92543
951-225-3038
CALLGVC4U@GMAIL.COM

THANK YOU FOR THE OPPORTUNITY TO SUBMIT A BID FOR THE COUNCIL CHAMBERS RENOVATION CONSTRUCTION FOR THE CITY OF BEAUMONT. THE RFP HAS BEEN READ IN GREAT DETAIL AND WE HAVE AN IN-DEPTH UNDERSTANDING OF THE WORK WHICH IS SPELLED OUT. WE LOOK FORWARD TO COMPLETING THIS WORK FOR THE CITY OF BEAUMONT. IN ACCORDANCE WITH THE DETAILS AS SPELLED OUT IN THE PLAN SET "BEAUMONT CITY COUNCIL CHAMBERS", GV CONSTRUCTION HAS DETERMINED THIS PROJECT A PERFECT FIT FOR OUR COMPANY AND SKILLSET. GV CONSTRUCTION IS EXCITED TO BE PART OF THIS PROJECT. IF YOU HAVE NOT FIGURED IT OUT BY NOW, WE ARE PROUD OF OUR WORK AND WHAT WE DO. I AM SURE THAT WHEN THIS PROJECT IS COMPLETE, THE CITY OF BEAUMONT REPRESENTATIVES WILL ALSO BE PROUD OF THEIR CHOOSING GV CONSTRUCTION.

PLEASE FIND ATTACHED TO THIS COVER LETTER OUR PROPOSAL FOR SAID WORK ACCORDING TO THE RFP THAT WAS SENT.

WE UNDERSTAND THAT THIS COVER LETTER CONSTITUTES CERTIFICATION BY GV CONSTRUCTION, INC (GARRETT VINYARD, CEO), 1381 HACKNEY STREET HEMET, CA 92543, 951-225-3038, THAT UNDER PENALTY OF PERJURY, THAT THE ABOVE NAMED CONSULTANT COMPLIES WITH NONDISCRIMINATION REQUIREMENTS OF THE STATE AND FEDERAL GOVERNMENT.

GV CONSTRUCTION, INC., A VETERAN OWNED BUSINESS, WAS ESTABLISHED IN 1997 TO SERVE THE PEOPLE OF THE HEMET/SAN JACINTO VALLEY AND ALL SURROUNDING AREAS FOR ALL OF THEIR CONSTRUCTION NEEDS. OUR FOCUS HAS ALWAYS BEEN MAKING OUR CLIENTS PROJECTS OUR OWN. WE SPECIALIZE IN TOP OF THE LINE, INNOVATIVE REMODELS BOTH RESIDENTIAL AND COMMERCIAL, TI WORK, ROOM ADDITIONS AND CUSTOM HOMES. GOING ABOVE AND BEYOND THE CLIENT'S EXPECTATIONS IS OUR GOAL.

GV CONSTRUCTION, INC. OPERATES UNDER THE OWNERSHIP AND LEADERSHIP OF GARRETT VINYARD, US ARMY VETERAN AND CEO. THE SUPERVISORY STAFF UNDER GARRETT IS KIM RODRIGUEZ, OPERATIONS MANAGER. OVER 30 YEARS EXPERIENCE.

PERSONNEL STAFF:

KIM RODRIQUEZ- OFFICE MANAGER AND GENERAL LABORER MAKING SURE THAT ATTENTION TO DETAIL IS FOLLOWED.

GARRETT NELSON- GENERAL LABORER SPECIALIZING IN TILE FLOORS, TILE SHOWERS, WOOD WORKING AND FINISH WORK. LATEST PROJECTS INCLUDE TILE FLOORS AND SHOWERS IN 3 CUSTOM HOMES. OVER 16 YEARS EXPERIENCE.

ESEQUIEL RODRIGUEZ- 20 YEAR VETERAN USMC, GENERAL LABORER SPECIALIZING IN FINISH WORK, CONCRETE, METAL & WELDING WORK. LATEST PROJECTS INCLUDE FINISH WORK IN 2 CUSTOM HOMES, WELDING AND BUILDING OF METAL GATES. OVER 15 YEARS EXPERIENCE.

CHARLIE BRUNELLO- VETERAN US NAVY, SPECIALIZING IN PLUMBING, PAINTING, AND FINISH WORK. LATEST PROJECTS INCLUDE INSTALLING ALL NEW PLUMBING ON 2 CUSTOM HOMES, ALL PAINTING OF NEW CUSTOM HOMES AS WELL AS FINISH WORK. OVER 25 YEARS EXPERIENCE.

JESSIE BLACKWELL- CARPENTRY, CABINETRY, FINISHED WOOD WORK. LATEST PROJECTS INCLUDE ALL CABINETS, CROWN MOLDING AND BASE BOARDS IN 2 CUSTOM HOMES. OVER 20 YEARS EXPERIENCE.

ROBERT SALGADO- WILL BE RESPONSIBLE FOR PROVIDING AND INSTALLING THE SPECIFIC CARPET THAT IS CALLED OUT IN THE RFP FOR THE COUNCIL CHAMBERS AND MEETING ROOM 2. OVER 30 YEARS EXPERIENCE.

SUB-CONTRACTORS:

HEMET VALLEY HEATING AND AIR (MARK CHANDLER)- RESPONSIBLE FOR ALL HEATING AND AIR ISSUES SPELLED OUT IN RFP.

BEDOY & SONS DRYWALL- WILL BE RESPONSIBLE FOR ALL DRYWALL REPAIR IN BOTH THE MEETING ROOM AND COUNCIL CHAMBERS, DRYWALL IN CEILING IN COUNCIL CHAMBER, MEETING ROOMS 2/3 AND PONY WALL IN THE COUNCIL CHAMBER.

LOST ART MARBLE AND GRANITE- WILL BE RESPONSIBLE FOR INSTALLATION OF

SOAPSTONE HARD SURFACES

REFERENCES:

- JOHN AND MARGIE OOSTDAM
24953 THREE SPRINGS ROAD
HEMET, CA 92545
CUSTOM BUILT HOME
909-938-9533

- STEVE AND SUSAN GUARINO
26358 RIM ROAD
HEMET, CA 92544
CUSTOM BUILT HOME
951-990-5680

- RICK AND PAM RAPISURA
32600 BOOTLEGG RD
WINCHESTER, CA 92596
CUSTOM ROOM ADDITION
951-551-3264

- APPLE URGENT CARE
1207 E. FLORIDA AVE
HEMET, CA 92543
URGENT CARE REMODEL
951-925-2523

- OAK TREE PLAZA

2888 E. FLORIDA

HEMET, CA 92544

BROUGHT PLAZA UP TO CITY REQUIRED CODE

- LAKE ELSINORE POST OFFICE

500 W. GRAHAM

LAKE ELSINORE, CA 92530

REPAIRED BUILDING MULTIPLE TIMES FROM CARS CRASHING INTO BUILDING

800-275-8777

SCOPE OF SERVICE

GV CONSTRUCTION PROPOSES TO COMPLETE THE "BEAUMONT CITY COUNCIL CHAMBERS" PER APPROVED PLANS IN A PROFESSIONAL AND TIMELY MANNER. WE HAVE GONE THROUGH THE RFP AND PLAN SET MULTIPLE TIMES AND HAVE GAINED AN UNDERSTANDING OF WHAT IS EXPECTED OF US. WE CAN BEGIN WORK AS SOON AS WE ARE COMPLETE WITH THE "CITY HALL ROOMS RENOVATION CONSTRUCTION" PROJECT (OR OCTOBER 17TH 2019). ALL DEMO IS TO BE COMPLETED BY THE CITY OF BEAUMONT. GV CONSTRUCTION WILL ADHERE TO PROPOSED TIME LINE AS FOLLOWS.

OCTOBER 17TH – BEGIN JOB, BEGIN CEILING LAYOUT, ADA RAMP, SOUND ROOM AND PONY WALL CONSTRUCTION.

OCTOBER 21ST – CONTINUE FRAMING, WAINSCOTING AND CEILING INSTALL. HVAC INSTALL BEGINS.

OCTOBER 28TH – ELECTRICAL, AUDIO CONDUITS, DRYWALL AND PAINTING

NOVEMBER 4TH – PAINT CONTINUES, FURNITURE INSTALLATION

NOVEMBER 12TH – T-BAR COMPLETION, HARD SURFACE RAILINGS AND COUNTERS INSTALLED

NOVEMBER 18TH – FINISH ELECTRICAL, HVAC, CARPETING

NOVEMBER 22ND – JOB COMPLETE

COST PROPOSAL FROM GV CONSTRUCTION IS ATTACHED

SEE ATTACHED PROPOSAL FROM HEMET VALLEY HVAC

Council Chambers

Option "A"

We can do the following:

Install Fujitsu Mini Split System, 25 SEER, 12,000 BTU: Line 12

1. Install Fan coil on wall in sound room.
2. Install Condenser on Roof, curb by other. Unit will be bolted to curb.
3. Run refrigerant line set from condenser to fan coil. Flashing and roofing by other.
3. Run electrical and control wire from condenser to fan coil, Flashing and roofing by other.
4. Electrical from panel to disconnect box at condenser, by other.
5. Start up and test equipment.
6. Drain line, by other.

Install Spiral duct: From Blue Prints, Doesn't appear on the line items.

1. Connect to existing plenum, install collars and seal.
2. Install 4 supply air runs with spiral ducting, last five feet flex duct.
3. Install 2 return air runs with spiral ducting.
4. Install 2 return air rectangle ducting in shaft.
5. Install 4 supply registers in t-bar ceiling, quake wire by other.
6. Install 2 return grilles in shaft area.
7. Seal all duct connections with duct sealer.
8. Insulate all duct runs supply and return with 1.5" foil back wrapping.
9. Use 1" duct strap for hanging all spiral duct.
10. Use manual quad dampers on all branch lines.

Controls:

Install new set back thermostat, programmable.
Reuse existing t-stat wire and location.

Start up and test existing equipment, if unit doesn't operate upon our start up we will use time and material to fix it.
Hourly rate of \$145.00 an hour, plus any parts needed.
Absolutely no warranty of any kind will be given for existing equipment.

Total Cost: \$29,200.00

Room #2 & Room #3:

Grille replacement only: \$585.00 per grille.

Exclusions:

Anything not mention above.

Council Chambers

Option "B"

Install Fujitshu Mini Split System, 25 SEER, 12,000 BTU: Line 12

1. Install Fan coil on wall in sound room.
2. Install Condenser on Roof, curb by other. Unit will be bolted to curb.
3. Run refrigerant line set from condenser to fan coil. Flashing and roofing by other.
3. Run electrical and control wire from condenser to fan coil, Flashing and roofing by other.
4. Electrical from panel to disconnect box at condenser, by other.
5. Start up and test equipment.
6. Drain line, by other.

Line 14: Raise existing ducting: Wasn't allow to verify what type of existing duct.

Use existing strap to raise duct work,

Note: Raising the duct doesn't include any shaft return ducting.
We figure this option is omitted, because raising the duct is all that is required.

Plus, replace grilles, \$585.00 per grille.

Start up and test existing equipment, if unit doesn't operate upon our start up we will use time and material to fix it.

Hourly rate of \$145.00 an hour, plus any parts needed.

Absolutely no warranty of any kind will be given for existing equipment.

Total Cost: \$19,900.00.

Plus:

Line 15: Grille replacement only, \$585.00 per grille.

Line 16: Floor grille replacement only, \$585.00 per grille.

Line 8: Relocation or deletion of duct in closet. Min. 4 hours, \$580.00.

Exclusions:

Anything not mentioned above.

Thank You

Mark Chandler

Hemet Valley A/C & Heating Inc.

3337 W. Florida Ave. Ste 200

Hemet, CA 92545

Office: (951) 658-7476

Lic. #657349

GV CONSTRUCTION

INSURANCE AND BUILDERS RISK \$5800.00

P&O 20% OVER TOTAL COST OF JOB

GV Construction, Inc
 1381 Hackney Street
 Hemet, CA 92543
 callgvc4u@gmail.com
 www.gvc4u.com

ADDRESS

City of Beaumont
 560 E. 6th Street
 Beaumont, Ca 92223

Estimate 1013

DATE 09/03/2019

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/03/2019	Demo:Demo Demo of existing dais platform and reconstructed to the height required for an adjacent wheelchair accessible ramp.	1	0.00	0.00
09/03/2019	Demo:Demo Man Hours	56	145.00	8,120.00
09/03/2019	Sales Materials – studs, plywood		2,100.00	2,100.00
09/03/2019	carpentry Construction of 60 feet half wall to enclose dias platform, separate podium from Council area and allow for installation of a wheelchair ramp with railing. Front face of dias wall to be stained walnut finish as well as 16 ft wall separating podium and council. The remaining wall will be 5/8 drywall finish.	1	0.00	0.00
09/03/2019	Sales Man Hours	84	145.00	12,180.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/03/2019	Sales Materials – Walnut, drywall, studs, Walnut moulding and cap		6,600.00	6,600.00
09/03/2019	Electrical Installation of electrical, microphone, HDMI, and ethernet floor outlets in the dais platform. Placement of such to be coordinated with the furniture contractor and the audio/video contractor. Estimated to be at least five (5) outlets of each.	1	0.00	0.00
09/03/2019	Hours Man Hours	48	145.00	6,960.00
09/03/2019	Sales Materials – Boxes, conduit, wire, cables and finish		8,400.00	8,400.00
09/03/2019	Electrical Installation of a dedicated outlet on the dais platform for a 110v mini refrigerator.	8	145.00	1,160.00
09/03/2019	Sales Materials - Boxes, conduit wire and finish		585.00	585.00
09/03/2019	carpentry Design and construction of ADA compliant wheelchair accessibility ramp to the raised platform.	1	0.00	0.00
09/03/2019	Sales Man Hours	24	145.00	3,480.00
09/03/2019	Sales Materials – plywood, 2x4s, handrails		1,765.00	1,765.00
09/03/2019	Electrical Installation of electrical, microphone, HDMI, and ethernet floor outlets in the staff desk areas adjacent to the platform as well as the west wall.	1	0.00	0.00
09/03/2019	Sales Man Hours	48	145.00	6,960.00
09/03/2019	Sales Materials – boxes, conduit, wires and cable		6,900.00	6,900.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/03/2019	Demo:Demo Demo of existing closet configuration to construct a 13' x 6'6" audio/video control room.	1	0.00	0.00
09/03/2019	Sales Man Hours	72	145.00	10,440.00
09/03/2019	Sales Materials – studs, drywall, insulation, dual payne picture window		7,200.00	7,200.00
09/03/2019	plumbing Relocation or deletion of current vent ducting and piping in the existing closet.	1	0.00	0.00
09/03/2019	Sales Man Hours	16	145.00	2,320.00
09/03/2019	Sales Materials		334.00	334.00
09/03/2019	Electrical Installation of electrical outlets in the audio/video control room in coordination with the audio and video contractor.	1	0.00	0.00
09/03/2019	Sales Man Hours	18	145.00	2,610.00
09/03/2019	Sales Materials – Boxes, wires and finish		872.00	872.00
09/03/2019	plumbing Cap off two (2) existing gas stubs to be flush with the wall.	1	0.00	0.00
09/03/2019	Sales Man Hours	12	145.00	1,740.00
09/03/2019	Sales Materials – custom threaded black iron pipe and fittings		367.00	367.00
09/03/2019	Electrical Relocation and conversion of existing electrical wall outlets to floor outlets.	1	0.00	0.00
09/03/2019	Sales Man Hours	12	145.00	1,740.00
09/03/2019	Sales Materials – boxes, wire and finish		262.00	262.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/03/2019	Drywall Installation of coffered style T-bar ceiling panels, or sheetrock (hard lid) finish with soffits for ducting and utilities and three (3) access panels. Please provide both cost options. Cost option 1 – T-bar	1	0.00	0.00
09/03/2019	Sales Man Hours	80	145.00	11,600.00
09/03/2019	Sales Materials – All materials needed for new coffered t-bar system		14,316.00	14,316.00
09/03/2019	carpentry Cost option 2 – framed and drywalled with custom crown and painted finish	1	0.00	0.00
09/03/2019	Sales Man Hours	180	145.00	26,100.00
09/03/2019	Sales Materials – everything needed for coffered ceiling drywall		12,700.00	12,700.00
09/03/2019	Electrical Installation of conduit for electrical and communication wiring above ceiling in coordination with the Audio and Video contractor.	1	0.00	0.00
09/03/2019	Sales Man Hours	16	145.00	2,320.00
09/03/2019	Sales Materials – Conduit, straps and boxes		740.00	740.00
09/03/2019	Drywall Possible dry wall repair after removal of three (3) large whiteboards adhered to the south wall.	1	0.00	0.00
09/03/2019	Sales Man Hours	16	145.00	2,320.00
09/03/2019	Sales Materials		400.00	400.00
09/03/2019	carpet Installation of carpet with Mohawk Distinctive Appeal #979 Sensory Touch.	1	0.00	0.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/03/2019	Sales Man Hours	48	145.00	6,960.00
09/03/2019	Sales Materials, Carpet and adhesive		2,926.00	2,926.00
09/03/2019	carpentry Addition of windowsills to match other windowsill styles within the building.	1	0.00	0.00
09/03/2019	Sales Man Hours	16	145.00	2,320.00
09/03/2019	Sales Materials		585.00	585.00
09/03/2019	carpentry 5 foot tall wainscoting on the east and west walls. • 3 foot tall wainscoting on the north and south walls.	1	0.00	0.00
09/03/2019	Sales Man Hours	172	145.00	24,940.00
09/03/2019	Paint:Painting Painting of all interior walls and accent trim within Council Chambers.	0	0.00	0.00
09/03/2019	Sales Man Hours	124	145.00	17,980.00
09/03/2019	Sales Materials – Sherwin Williams 3 coats		3,900.00	3,900.00
09/03/2019	A/C Option 1	1	29,200.00	29,200.00
09/03/2019	A/C Option 2	1	19,900.00	19,900.00
09/03/2019	Insurance Builders risk and general liability	1	5,800.00	5,800.00
09/03/2019	P&O 20% Profit and overhead. This number is affected by which options you choose Between ceilings and HVAC Option 1 and 1 = \$219402.00 x .20 = Total of \$263282.00 Option 1 and 2 = \$210102.00 x .20 = Total of \$252122.40 Option 2 and 1 = \$232286.00 x .20 = Total of \$278743.20 Option 2 and 2 = \$222986.00 x .20 = Total of \$267583.20	1	0.00	0.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/03/2019	Any and all items discovered throughout the course of work will be billed at labor rate and material cost plus 20%			
			TOTAL	\$278,102.00

Accepted By

Accepted Date

GV Construction, Inc
 1381 Hackney Street
 Hemet, CA 92543
 callgvc4u@gmail.com
 www.gvc4u.com

ADDRESS

City of Beaumont
 560 E. 6th Street
 Beaumont, Ca 92223

Estimate 1013

DATE 09/03/2019

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/03/2019	carpentry Construction of 44 feet half wall to enclose dias platform, separate podium from Council area and allow for installation of a wheelchair ramp with railing. Front face of dias wall to be stained walnut finish. The remaining wall will be 5/8 drywall finish.	1	0.00	0.00
09/03/2019	Sales Man Hours	48	145.00	6,960.00
09/03/2019	Sales Materials – Walnut, drywall, studs, Walnut moulding and cap		5,900.00	5,900.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/03/2019	Electrical Installation of electrical, microphone, HDMI, and ethernet floor outlets in the dais platform. Placement of such to be coordinated with the furniture contractor and the audio/video contractor. Estimated to be at least five (5) outlets of each. Installation of a dedicated outlet on the dais platform for a 110v mini refrigerator. Installation of electrical, microphone, HDMI, and ethernet floor outlets in the staff desk areas adjacent to the platform as well as the west wall. Installation of electrical outlets in the audio/video control room in coordination with the audio and video contractor. Relocation and conversion of existing electrical wall outlets to floor outlets. Installation of conduit for electrical and communication wiring above ceiling in coordination with the Audio and Video contractor.	1	0.00	0.00
09/03/2019	Hours Man Hours	64	145.00	9,280.00
09/03/2019	Sales Materials – Boxes, conduit, wire and finish		7,800.00	7,800.00
09/03/2019	carpentry Design and construction of ADA compliant wheelchair accessibility ramp to the raised platform.	1	0.00	0.00
09/03/2019	Sales Man Hours	16	145.00	2,320.00
09/03/2019	Sales Materials – plywood, 2x4s, handrails		850.00	850.00
09/03/2019	Demo:Demo Demo of existing closet configuration to construct a 13' x 6'6" audio/video control room.	1	0.00	0.00
09/03/2019	Sales Man Hours	40	145.00	5,800.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/03/2019	Sales Materials – studs, drywall, insulation, laminated glass picture window and timely door		3,100.00	3,100.00
09/03/2019	plumbing Relocation or deletion of current vent ducting and piping in the existing closet.	1	0.00	0.00
09/03/2019	Sales Man Hours	8	145.00	1,160.00
09/03/2019	Sales Materials		164.00	164.00
09/03/2019	plumbing Cap off two (2) existing gas stubs to be flush with the wall.	1	0.00	0.00
09/03/2019	Sales Man Hours	8	145.00	1,160.00
09/03/2019	Sales Materials – custom threaded black iron pipe and fittings		367.00	367.00
09/03/2019	Drywall Installation of new ceiling tiles, re-locate some HVAC duct work, build new 32inch high walls to create a single coffered space that measures 10x18 feet for mounting of TV monitors and finished in same raised panel work to match walls.	1	0.00	0.00
09/03/2019	Sales Man Hours	56	145.00	8,120.00
09/03/2019	Sales Materials – All materials needed for new coffered t-bar system	1,175	8.50	9,987.50
09/03/2019	Drywall Possible dry wall repair after removal of three (3) large whiteboards adhered to the south wall.	1	0.00	0.00
09/03/2019	Sales Man Hours	16	145.00	2,320.00
09/03/2019	Sales Materials		400.00	400.00
09/03/2019	Trash Dumpster Provide trash receptacle for debris created by GV Construction	1	1,200.00	1,200.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/03/2019	A/C New mini-split system for audio room only	1	6,500.00	6,500.00
09/03/2019	Insurance Builders risk and general liability	1	2,700.00	2,700.00
09/03/2019	P&O Profit and overhead 15%	1	11,413.27	11,413.27
09/03/2019	Any and all items discovered throughout the course of work will be billed at labor rate and material cost plus 15%			

TOTAL	\$87,501.77
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Accepted By

Accepted Date

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(GV Construction, Inc.)**

EXHIBIT “C”

Project Construction Schedule

(Insert behind this page.)



Staff Report

TO: Mayor and City Council Members

FROM: Kristine Day, Assistant City Manager

DATE: October 1, 2019

SUBJECT: City Council Approval of Change Order No. 10 for the Wastewater Treatment Plant Upgrade/Expansion in the Amount Not to Exceed \$596,031.05

Background and Analysis:

Wastewater Treatment Plant Change Order No. 10:

Preliminary design of the wastewater treatment plant (Plant) began in November 2016 and was completed in May 2017. Final design of the Plant began in May 2017, and construction began in October 2018. During the design and up until March 2019, the Plant was operated by Utility Partners under contract to the City. The Utility Partners' operations team had no experience operating an MBR and/or reverse osmosis system and offered no meaningful feedback to the City or design team during the planning and design of the Plant upgrades. In October 2018, the City hired a new chief plant operator (CPO). The new CPO began attending construction meetings, reviewing the plans for the Plant, and hiring the Plant operations staff during the first quarter of 2019. The City took over operations of the Plant on March 1, 2019.

The City's new operations staff has considerable experience operating a membrane/RO plant and have provided significant feedback to the design team and City management regarding the operations, maintenance, and upgrades to the Plant. The feedback has led to potential changes in the design that will improve operator flexibility, reduce long-term operations costs, and attempt to minimize potential risks. The majority of the potential changes involve chemical storage and usage at the Plant. Each potential change is described below.

Item #1 - MBR Chemical Area Changes & Other Misc. Changes:

MBR Building Bulk Chemical Storage

The MBR building, as designed, included the following:

1. 4,400 gallon bulk storage tank for sodium hypochlorite along with the associated feed equipment for disinfection through the RO system.
2. Aqueous ammonia storage and feed system inside the MBR Building for disinfection through the RO system.
3. Citric acid tote storage and feed system inside the MBR Building for membrane cleaning.
4. Anti-scalant tote and feed system inside the MBR Building to reduce scaling in the RO effluent.
5. Open space for the future addition of sulfuric acid tote and feed system for pH adjustment (if necessary).

Based upon the CPO and operation's staff experience, they are recommending the following changes be made:

1. Relocate the sodium hypochlorite storage and feed system, as designed, across the road and combine all the bulk storage together into one facility.
2. Switch from aqueous ammonia to liquid ammonium sulfate (LAS). The benefits of LAS include that it is safer to handle for the operators, can be stored outside, and removes the requirement to install fire sprinklers in the MBR Building. A 1,000 gallon storage tank within a concrete containment area is proposed to be added. The addition of fire sprinklers in the MBR Building was specifically excluded from the contractor's bids due to unknowns about what was going to be required by the Fire Marshall. The separate storage room for the aqueous ammonia system would be removed along with the associated delivery system. The addition of the fire sprinklers was going to be handled via change order. Switching to LAS avoids a change order estimated at \$50,000 - \$75,000.
3. Add bulk storage and feed system for sulfuric acid to lower the pH prior to the RO system. The normal pH range of the wastewater is within the specified operating range for the RO system but, in the experience of the CPO and staff, being able to lower the pH is a critical operating parameter when optimizing the RO system performance. A 1,000 gallon storage tank within a concrete containment area is proposed to be added.

The change to bulk chemical storage has other benefits to the City. 1) Purchasing bulk chemicals are far less expensive than buying them in smaller volume totes. This will reduce the City's long-term operating budget. 2) Bulk chemicals are delivered directly from a tanker truck into the storage tank and eliminates the manpower associated with changing out storage totes and also minimizes the potential hazards to the operators during tote change outs.

The estimated cost associated with these changes is \$390,457 and includes credits for changing the aqueous ammonia system to the LAS system but does not include credit for the avoided additional costs for fire sprinklers in the MBR Building. During the previous presentation to City Council, it was estimated that this item would cost up to \$350,000. In addition to Items #1-3 above, there were other enhancements made during the final design including:

1. A re-circulation system was added to the hypochlorite system. This includes two pumps, piping between the tank farm and the MBR Building, and associated electrical systems. This is crucial for future maintenance due to sodium hypochlorite crystalizing if not recirculating.
2. Spare chemical feed pipes under the new road for future use.
3. Enhanced level control radar system and control features for chemical storage tanks.

Above Ground Chemical Piping

The chemical piping, as designed, included the following:

1. Shorter piping lengths because the chemical pumping skids were inside the building.
2. All underground piping between the pump skids and the injection points.

Based upon the CPO, operation's staff, and City Staff experience, they are recommended the following changes be made:

1. Change under-slab chemical piping to above ground piping. The above ground piping will be mounted on the walls and on pipe supports.
2. The above ground piping required the installation of precast vaults to transition from below ground piping outside the building to above ground piping inside the building. Another precast vault is required for the leak detection system to be installed.

The benefits of these improvements is in future maintenance and operability. If the chemical piping was under the slab, it would be extremely difficult to access in the case of breakages and/or replacements. These improvements were not included with the previously presented owner initiated changes.

The cost for this work is \$79,766.00.

MBR Building Modifications

The MBR Building original design included one male bathroom and locker room and one female bathroom and locker room. Each restroom included one toilet and the men's restroom included a urinal. The lab area did not include a vent hood.

Based upon the CPO and operation's staff recommendations, the following changes were made:

1. Modified the men's restroom to include two toilets and no urinal. This will become a unisex facility.

2. Modified the women’s restroom to include two toilets. This will become a unisex facility.
3. Add a vent hood in the lab and modify of the cabinets to accommodate the vent hood.
4. There was also a reconfiguration of the reverse osmosis (RO) skids, piping, electrical, and floor drain system to accommodate moving the RO skids to make more room for access in the building.

These changes will make the facility more for the operations staff and will maximize the available area in the MBR Building. These modifications were not included in the previously presented owner initiated changes.

The cost for this work is \$52,780.00. The MBR Chemical Area Changes plus the changes described above will necessitate a 30 day time extension to the project timeline.

Item #2 - Inclement Weather Impact Nov-18 to May-19

The project has also experienced inclement weather impacts from November 2018 through May 2019. This had been verified and thoroughly reviewed. The Phase 1 time extension is 51 calendar days and a Phase 2 / Project Completion time extension is 47 calendar days.

Summary of Change Order No. 10 Costs:

The costs associated for this change order is in the amount not to exceed \$596,031.05 and will have a time impact of 77 calendar days. The costs for the change order are as summarized below:

Item	Cost
Item #1 - MBR Chemical Area Changes & Other Misc. Changes	\$596,031.05
Item #2 - Inclement Weather Impact Nov-18 to May-19	\$0.00
Total:	\$596,031.05

Wastewater Treatment Plant Change Order Summary:

CO No.	Description	Reason for Change	Amount
1	MBR System Improvements	Enhance the performance of MBR System	\$149,741.00
2	RO System Electrical Modifications & Storm Drain System Material Change	Design & Material Updates	(\$245.00)
3	New Aeration Basin 1 through 3 Excavation	Conflict with Existing Utilities	\$19,998.00
4	Structural and Mechanical	Pre-Selected Submittals	\$57,450.

	Modifications		64
5	Vactor Truck Dump Station Modifications	Conflict with Construction	NTE \$15,000.00
6	EDI/Fine Coarse Bubble Diffuser Equipment	Design Change	\$24,298.00
7	Various Changes – MBR/RO Structural, Site Civil & Headworks SCADA Design Modifications	Design Changes	\$59,167.49
8	Various Changes - Demolition, Piping Realignment, Material Change, and Electric Actuated Valve Voltage Change	Unforeseen Conditions and Value Engineering	\$7,942.00
9	Various Changes - Solids Handling Bldg. Conveyor Capacity Increase, Electrical Yard Vaults Cover Changes, Additional Pothole Investigation and Existing Duct Bank Removal, and Yard Utilities	Design Changes, Conflict with Construction, Owner Requested Changes	\$138,531.73
10	MBR Chemical Area Changes & Other Misc. Changes and Inclement Weather Impact Nov-18 to May-19	Owner Requested Changes & Inclement Weather	\$596,031.05
WWTP Contingency		Budget Amount	Change Orders 1-10
		\$4,000,000.00	\$1,067,914.91
			Remaining
			\$2,932,085.92

Fiscal Impact:

Wastewater Treatment Plant Expansion/Renovation:

The project accounting below represents the status of funds should the change order be approved by City Council. A contingency balance of \$2,932,085.09 would remain should City Council approve this item.

WWTP	Budget Amount	Paid to Date	Remaining
Design	\$2,709,798.23	\$2,556,649.26	\$153,148.97
Construction	\$5,308,585.72	\$2,148,433.80	\$3,160,151.92

Management			
Equipment	\$252,906.00	\$215,793.50	\$37,112.50
Permits	\$324,776.76	\$62,498.74	\$262,278.02
Construction	\$53,910,737.00	\$18,703,626.12	\$35,207,110.88
Contingency	\$4,000,000.00	\$160,136.67	\$3,839,863.33
Total	\$66,506,803.71	\$23,847,138.09	\$42,659,665.62

Recommendation:

1. Approval of Change Order No. 10 for the Wastewater Treatment Plant Upgrade/Expansion in the Amount Not to Exceed \$596,031.05.



City Manager Review: Todd Parton
City Manager

Attachments:

[Change Order No. 10](#)



City of Beaumont Wastewater Treatment Plant Salt Mitigation Upgrade Project Change Order No. 10

Sept 25, 2019

	Amount	Calendar Days	Comp. Date
Contractor: W.M. Lyles Co.	Original Contract: \$ 53,312,000.00	820	1/26/2021
Project Name: Wastewater Treatment Plant Salt Mitigation Upgrade Project	Previous Approved Changes: \$455,008.86	18	2/13/2021
Contract No.: C18-80	This Change: Amount \$596,031.05	77	
CO Number: 10	Revised Contract: \$54,363,039.91	915	5/1/2021
	Previous Phase 1 Completion Date		2/6/2020
	Revised Phase 1 Completion Date		4/26/2020

This change order covers changes to the subject contract as described herein. The Contractor shall supply all labor, equipment and materials to complete the Change Order items for the lump sum price agreed upon herein. All Change Order items must be submitted to the City for approval prior to fabrication.

Item No.	PCO No.	Description of Changes	Amount	Phase 1 Time Extension (CD*)	Phase 2 / Project Completion Time Extension (CD*)
1	21	DCM #8, CLAR-12, 12.1 and 13, MBR Chemical Area Changes & Other Misc. Changes	\$596,031.05	29	30
2	22	Inclement Weather Impact -Nov-18 to May-19	\$0.00	51	47
NET CHANGE IN CONTRACT AMOUNT – INCREASE (OR-DECREASE)			\$596,031.05	80	77

*Calendar Days

The amount of the Contract will be increased/decreased by the amount of Five Hundred Ninety-Six Thousand Thirty-One Dollars and five cents (\$596,031.05). The Contract Time will be increased by Seventy-seven (77) calendar days.

The Contractor agrees to furnish all labor, equipment and materials and to perform all other necessary work, inclusive of the directly or indirectly related work, within the approved time extension required to complete the above Change Order items. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the Contract Price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in Work, and as to the extension of time allowed, if any, for the completion of the entire Work on account of said Change Order. The City and the Contractor hereby agree that this Change Order constitutes full mutual accord and satisfaction for all time, all costs, and all impacts related directly or indirectly to this Change Order. The Contractor hereby agrees that this Change Order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of himself and all subcontractors to waive all right to file any further claims or request for equitable adjustment arising out of or as a result of this Change Order or the cumulative effect of this Change Order on the performance of the overall Work under the Contract. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the City.

Recommended: Charles Byrnes
MWH Constructors, Senior Resident Engineer

Date: 9-24-19

Accepted: W.M. Lyles Co.
W.M. Lyles Co., Contractor

Date: 9/25/19

Approved: _____
Albert A. Webb Associates, Program Manager

Date: 9/25/2019

Approved: _____
City of Beaumont, City Manager

Date: _____

WML COP-22.2 - MWHC Evaluation Summary

Item	Description	WML COP-22 Cost Change	WML COP-22.1 Cost Change	WML COP- 22.2 Cost Change
1	Labor	\$153,816.76	\$140,804.93	\$131,816.36
2	Material	\$251,050.33	\$250,465.79	\$249,993.18
3	Equipment	\$36,886.01	\$35,858.65	\$34,672.65
	Credits	\$0.00	\$0.00	\$0.00
	Tax Credit	\$0.00	\$0.00	\$0.00
	Net Total	\$441,753.10	\$427,129.37	\$416,482.19
	markup	\$66,262.97	\$64,069.41	\$62,472.33
	subtotal	\$508,016.07	\$491,198.78	\$478,954.52
	Subcontractor			
4	Subcontractors	\$118,238.48	\$118,238.48	\$106,520.48
			\$0.00	\$0.00
	Material	\$0.00	\$0.00	\$0.00
	Equipment	\$0.00	\$0.00	\$0.00
	Labor	\$0.00	\$0.00	\$0.00
		\$0.00		
	Subcontractors Net Cost	\$118,238.48	\$118,238.48	\$106,520.48
	Subcontractor Markup	\$0.00	\$0.00	\$0.00
	Subcontractor credit	\$0.00	\$0.00	\$0.00
	Subcontractor Tax on Material	\$0.00	\$0.00	\$0.00
	Subcontractor's total w/o Bond	\$118,238.48	\$118,238.48	\$106,520.48
	Bond	\$0.00	\$0.00	\$0.00
	subtotal	\$118,238.48	\$118,238.48	\$106,520.48
	GC - Subcontract markup	\$5,911.92	\$5,911.92	\$5,326.02
	Total	\$632,166.47	\$615,349.18	\$590,801.02
	GC Bond & Ins	\$5,599.92	\$5,453.68	\$5,230.03
	Total	\$637,766.39	\$620,802.86	\$596,031.05

C.O. Cost

Change Order 22 Description - WWTP

Preliminary design of the wastewater treatment plant (Plant) began in November 2016 and was completed in May 2017. Final design of the Plant began in May 2017 and construction began in October 2018. During the design and up until March 2019, the Plant was operated by Utility Partners under contract to the City. The Utility Partners' operations team had no experience operating an MBR and/or reverse osmosis system and offered no meaningful feedback to the City or design team during the planning and design of the Plant Upgrades. In October 2018, the City hired a new Chief Plant Operator (CPO). The new CPO began attending construction meetings, reviewing the plans for the Plant, and hiring the Plant operations staff during the first quarter of 2019. The City took over operations of the Plant on March 1, 2019.

The City's new operations staff has considerable experience operating a membrane/RO plant and have provided significant feedback to the design team and City Management regarding the operations, maintenance, and upgrades to the Plant. The feedback has led to potential changes in the design that will improve operator flexibility, reduce long-term operations costs, and attempt to minimize potential risks. The majority of the potential changes involve chemical storage and usage at the Plant. Each potential change is described below.

MBR Building Bulk Chemical Storage

The MBR Building, as designed, included the following:

1. 4,400 gallon bulk storage tank for sodium hypochlorite along with the associated feed equipment for disinfection through the RO system
2. Aqueous ammonia storage and feed system inside the MBR Building for disinfection through the RO system
3. Citric acid tote storage and feed system inside the MBR Building for membrane cleaning
4. Anti-scalant tote and feed system inside the MBR Building to reduce scaling in the RO effluent
5. Open space for the future addition of sulfuric acid tote and feed system for pH adjustment (if necessary)

Based upon the CPO and operation's staff experience, they are recommending the following changes be made:

1. Keep the sodium hypochlorite storage and feed system, as designed, but move it across the road and combine all the bulk storage together into one facility.
2. Switch from aqueous ammonia to liquid ammonium sulfate (LAS). The benefits of LAS include that it is safer to handle for the operators, can be stored outside, and removes the requirement to install fire sprinklers in the MBR Building. A 1,000 gallon storage tank within a concrete containment area is proposed to be added. The addition of fire sprinklers in the MBR Building was specifically excluded from the contractor's bids due to unknowns about what was going to be required by the Fire Marshall. The separate storage room for the aqueous ammonia system would be removed along with the associated delivery system. The addition of the fire sprinklers was going to be handled via change order. Switching to LAS avoids a change order estimated at \$50,000 - \$75,000.
3. Add bulk storage and feed system for sulfuric acid to lower the pH prior to the RO system. The normal pH range of the wastewater is within the specified operating range for the RO system but, in the experience of the CPO and staff, being able to lower the pH is a critical operating parameter when optimizing the RO system performance. A 1,000 gallon storage tank within a concrete containment area is proposed to be added.

The change to bulk chemical storage has other benefits to the City. 1) Purchasing bulk chemicals are far less expensive than buying them in smaller volume totes. This will reduce the City's long-term operating budget.

2) Bulk chemicals are delivered directly from a tanker truck into the storage tank and eliminates the manpower associated with changing out storage totes and also minimizes the potential hazards to the operators during tote change outs.

The estimated cost associated with these changes is \$390,457 and includes credits for changing the aqueous ammonia system to the LAS system but does not include credit for the avoided additional costs for fire sprinklers in the MBR Building. During the previous presentation to City Council, it was estimated that this item out cost up to \$350,000. In addition to Items #1-3 above, there were other enhancements made during the final design including:

- A. A recirculation system was added to the hypochlorite system was added. This includes two pumps, piping between the tank farm and the MBR Building, and associated electrical systems.
- B. Spare chemical feed pipes under the new road for future use.
- C. Enhanced level control radar system and control features for chemical storage tanks

Above Ground Chemical Piping

The chemical piping, as designed, included the following:

- 1. Shorter piping lengths because the chemical pumping skids were inside the building.
- 2. All underground piping between the pump skids and the injection points

Based upon the CPO, operation's staff, and City Staff experience, they are recommended the following changes be made:

- A. Change under-slab chemical piping to above ground piping. The above ground piping will be mounted on the walls and on pipe supports.
- B. The above ground piping required the installation of precast vaults to transition from below ground piping outside the building to above ground piping inside the building. Another precast vault is required for the leak detection system to be installed.

The benefits of these improvements is in future maintenance and operability. If the chemical piping was under the slab, it would be extremely difficult to access in the case of breakages and/or replacements. These improvements were not included with the previously presented Owner initiated changes. The total cost for these enhancements is \$79,766.

MBR Building Modifications

The MBR Building original design included one male bathroom and locker room and one female bathroom and locker room. Each restroom included one toilet and the men's restroom included a urinal. The lab area did not include a vent hood.

Based upon the CPO and operation's staff recommendations, the following changes were made:

- 1. Modified the men's restroom to include two toilets and no urinal. This will become a unisex facility.
- 2. Modified the women's restroom to include two toilets. This will become a unisex facility.
- 3. Addition of a vent hood in the lab and modification of the cabinets to accommodate the vent hood.
- 4. There was also a reconfiguration of the Reverse Osmosis (RO) skids, piping, electrical, and floor drain system to accommodate moving the RO skids to make more room for access in the building.

These changes will make the facility more usable of the operations staff and will maximize the available area in the MBR Building. These modifications were not included in the previously presented Owner initiated changes. The cost associated with these changes is \$52,780.

CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT

**CHANGE ORDER PROPOSAL (COP) # 022.2
(By Contractor)**

To (Engineer/CM): MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@mwhconstructors.com	From (Contractor): W.M. Lyles Co. Attention: Juan C. Ahumada Phone: 951-972-2056 Email: jahumada@wmlylesco.com
PCO/DCM No.: DCM No. 8 and 10	
Subject: MBR Chemical area changes and other misc. changes	
Reference Documents: Clarification no. 12, 12.1 and 13	
DESCRIPTION	
<p>Please review the attached change order associated with changes included in clarifications no. 12, 12.1 and 13.</p> <p>This change order addresses the changes in the MBR chemical feed area. These cover the removal of the Aqueous Ammonia room and associated equipment, modifications in the layout of chemical skids and piping, and addition of sulfuric acid chemical skid and ammonia sulfate chemical skid. In addition, miscellaneous changes associated with the addition of a lab-hood and modifications of the restroom layouts are included. In addition, additional piping associated with the location of the RO skids issued in Clarification #11.</p> <p>This change order also includes changes in the MBR chemical feed area and the addition of chemical storage tank farm (Chemical Storage Area #1). Included are the removal of buried chemical distribution piping inside of the MBR building and addition of a chemical storage tank farm with three single wall chemical tanks for Sodium Hypochlorite, Liquid Ammonium Sulfate and Sulfuric Acid.</p> <p>The change order also include grading and yard piping changes associated with the chemical distribution piping from the chemical storage area to the MBR building. Electrical and instrumentation for all above referenced work is also included.</p> <p>Notes/Exclusions:</p> <ul style="list-style-type: none"> • Concrete coating • Chemically resistant anchors or hardware inside the MBR building. • Pulsafeeder EH05 is being proposed in lieu of model EH25 for the chemical gear pumps. • Fire hydrant installations per BCVWD plate 1 is not included • Interior MBR building plastic chemical pipe coating is not included 	
COST ESTIMATE	

Total cost \$ 596,031.05 – see attached breakdown	
SCHEDULE IMPACT	
<p>Yes, WML is requesting 29 calendar days for milestone #1 and 30 calendar days for milestone #2. See time impact analysis #03 rev. 1 attached.</p> <p>Extended indirect and overhead costs associated with this change order will not be pursued by W.M. Lyles Co. however we reserve the right to include said costs on future City directed contract changes.</p>	
Received by MWH Constructors (Date):	
RESPONSE	
Response By:	Date:

Final Distribution: Juan C. Ahumada, W.M. Lyles Co.
 Brian Knoll, Webb Associates
 MWH Inspector

W. M. Lyles Co.
 42142 Roick Drive
 Temecula, CA 92590

Date: 20-Sep-19

Reference #: Clar. 12 & 13

Attention: Charles W. Reynolds

JOB LOCATION: City of Beaumont WWTP Salt Mitigation Upgrade Project

DESCRIPTION: MBR Chemical Area Changes

Item:	Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost	
1	Chemical Pipe Changes-Underslab Pipe to exposed	1 LS	68	\$ 3,752.91	\$ (2,284.46)	\$ 80,693.25	\$ (2,396.00)	\$ 79,765.70
2	Changes in the MBR building (Clar. 13)	1 LS	169	\$ 12,601.47	\$ 2,315.46	\$ 14,512.85	\$ 23,349.84	\$ 52,779.62
3	MBR Chemical Tank Farm (Clar. 12)	1 LS	1444	\$ 115,461.98	\$ 34,641.65	\$ 154,787.08	\$ 85,566.64	\$ 390,457.35
Total Costs			1681	\$ 131,816.36	\$ 34,672.65	\$ 249,993.18	\$ 106,520.48	\$ 523,002.67

Subtotal		\$ 523,002.67
Mark-up - Labor	15%	\$ 19,772.45
Mark-up - Equipment	15%	\$ 5,200.90
Mark-up - Materials	15%	\$ 37,498.98
Mark-up - Subcontractor	5%	\$ 5,326.02
Bond	1.0%	\$ 5,230.03
Total This Change Order		\$ 596,031.05

Comments:

City of Beaumont WWTP Salt Mitigation Upgrade Project
 MBR Chemical Tank Farm (Clar. 12)

A. Labor

Description	Lab Pipe FM			Lab Pipe			Operator			Carp FM			Carp			Lab FM			Cement Mason			Lab		
	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT
Ammonia feed skid installation credit	(4)			(9)			(4)																	
Ammonia leak detection system credit	(4)			(8)																				
New Tank Farm Excavation	12						32															16		
Fine Grade New Tank Farm	8						32															16		
Concrete form/strip slabs and walls							20			90			200									100		
Place concrete slab and walls 129 cy										24			32									24		
Concrete finish, cure, chamfer, waterstop etc										40			32						40			40		
Chem Storage #1 concrete form/strip credit										(16)			(32)									(6)		
Chem Storage #1 place concrete 18 cy credit																						(6)		
Chem Storage #1 finish, cure, etc credit										(8)			(16)									(6)		
Ex/Grade/encase and backfill chemical pipe	32			64			32																	
Ex/Grade/Lay/Backfill 1.5" PW and 1" NPW	16						32			16														
Install double contain pipe/leak detection sys	64			120																				
Install Chem tanks, trim, ladder, restraints	36			72			36																	
Chem Storage #1 pipe & tank install credit	(16)			(32)			(4)																	
Chem tank area pipe, supports, pumps & skids	72			144																				
Install Dynaral FRP safety ladder rails										4			4											
DB-206 Ex/Encase/Backfill	8						16															8		
Sidewalk between tank farm and roadway							4			24			32						8			16		
	224	0	0	384	0	0	180	0	0	158	0	0	252	0	0	0	0	0	48	0	0	198	0	0

Name	Rate			Hours			Extension
	ST	PT	DT	ST	PT	DT	
Lab Pipe FM	\$77.80	\$103.90	\$129.98	224	0	0	\$17,428.14
Lab Pipe	\$75.19	\$99.97	\$124.75	384	0	0	\$28,872.27
Operator	\$96.33	\$128.99	\$161.66	180	0	0	\$17,340.16
Carp FM	\$85.03	\$115.33	\$145.63	158	0	0	\$13,434.88
Carp	\$81.11	\$109.45	\$137.79	252	0	0	\$20,438.94
Lab FM	\$75.06	\$99.78	\$124.49	0	0	0	\$0.00
Cement Mason	\$78.05	\$102.25	\$126.45	48	0	0	\$3,746.64
Lab	\$71.72	\$94.78	\$117.82	198	0	0	\$14,200.96
0	\$0.00	\$0.00	\$0.00	0	0	0	\$0.00
				1444	0	0	
							Total Labor = \$116,462

B. Equipment

Description	17.12	32.037	31.028	30.048	20.041	40.094	14.037	35.064	Rent
Ammonia feed skid installation credit	(4)	(4)							
Ammonia leak detection system credit	(4)								
New Tank Farm Excavation	12				16		8	16	16
Fine Grade New Tank Farm	8			16					
Concrete form/strip slabs and walls	90	75	8						
Place concrete slab and walls 129 cy	24								
Concrete finish, cure, chamfer, waterstop etc	40	12				24			
Chem Storage #1 concrete form/strip credit	(16)	(4)							
Chem Storage #1 finish, cure, etc credit	(8)	(4)							
Ex/Grade/encase and backfill chemical pipe	32	8					8	12	
Ex/Grade/Lay/Backfill 1.5" PW and 1" NPW	16			16					
Install double contain pipe/leak detection sys	64								
Install Chem tanks, trim, ladder, restraints	36	8	12						
Chem Storage #1 pipe & tank install credit	(16)	(4)	(4)						
Chem tank area pipe, supports, pumps & skids	72	10							
Install Dynaral FRP safety ladder rails	4								
DB-206 Ex/Encase/Backfill	8			16					
Sidewalk between tank farm and roadway	24	12		4					
	382	113	16	84	16	24	16	28	16

Number	Description	Rate	Hours	Extension
17.12	Foreman Truck	\$29.60	382	\$11,307.20
32.037	ReachliftXtremeXR1055	\$58.61	113	\$6,622.93
31.028	Hydro Crane - 80 TonLink BeltR1	\$164.01	16	\$2,624.16
30.048	Loader Backhoe 410John Deere	\$64.30	84	\$5,401.20
20.041	ExcavatorJohn Deere350GLC	\$151.12	16	\$2,417.92
40.094	Air CompressorIngersol Rand18E	\$20.19	24	\$484.56
14.037	Water TruckFordF750 2000 Gall	\$46.23	16	\$739.68
35.064	LoaderJohn Deere644J	\$123.00	28	\$3,444.00
Rent	Owner Op dump trucks	\$100.00	16	\$1,600.00
	Total Equipment =			\$34,642

C. Materials

Description	Quantity	Unit	Price	Extension
Ammonia feed system equipment	1	LS	-\$46,500.00	-\$46,500.00
Ammonia system leak detect credit	1	LS	-\$4,320.00	-\$4,320.00
Concrete (135add, minus 18credit)	117	CY	\$150	\$17,550.00
Form, waterstop, sealant, chamfer etc	1	LS	\$3,053	\$3,053.00
New Chem Tanks w/radar units	1	LS	\$70,982	\$70,982.00
Credit on previous Hypo tank	1	LS	-\$21,040	-\$21,040.00
Credit on previous Hypo tank pipe	1	LS	-\$550	-\$550.00
Chem Metering Gear pumps	1	LS	\$14,200	\$14,200.00
H2o Innovations (new chem skids)	1	LS	\$28,780	\$28,780.00
Chem pipe concrete encasement	36	CY	\$127	\$4,572.00
Dynaral FRP Safety ladder	1	EA	\$1,408	\$1,408.00
DB-206 Red concrete	10	CY	\$135	\$1,350.00
FRP enclosure w/fan & thermostat	1	LS	\$6,600	\$6,600.00
CPVC pipe, PVDF, tubing & HDPE	1	LS	\$16,851	\$16,850.56
Valves	1	LS	\$15,538	\$15,537.92
Supports, BNG's & anchors	1	LS	\$15,319	\$15,319.00
Misc items and consumables	1444	MHF	\$3.50	\$5,054.00
				\$0.00
Tax	7.750%			\$9,985.60
Schedule TIA & Commissioning				\$5,250.00
IMS Engineering service less freight & start-up				\$3,600.00
Freight				\$7,105.00
				<--- \$8330 - \$2120 + \$225 + \$700
				Total Material = \$164,787.08

D. Subcontractor

Description	Quantity	Unit	Price	Extension
Rebar	1	LS	\$25,740.00	\$25,740.00
Concrete Pumping	111	CY	\$20.00	\$2,220.00
Electrical & Instrumentation	1	LS	\$52,366.64	\$52,366.64
Pipe coating	1	LS	\$1,200.00	\$1,200.00
Cores for Vaults	8	HRS	\$130.00	\$1,040.00
Seismic Calcs engineering	4	EA	\$750.00	\$3,000.00
				Total Subcontract = \$86,666.64

City of Beaumont Waste Water Treatment Plant
Salt Mitigation Upgrade Project



Time Impact Analysis 03 Rev 1



WM Lyles Co.

INTRODUCTION

The following narrative outlines the Time Impact Analysis procedure and findings relating to Unforeseen Event 03 – MBR CHEMICAL AREA AND MISC CHANGES – CLARIFICATIONS #12 / #13.

IDENTIFICATION OF SCHEDULE:

Schedule Update Base File: COB_UP08
Schedule Analysis File: COB_TIA03R1

TIME IMPACT ANALYSIS METHODOLOGY

The methodology used in this analysis follows a retroactive, “forward-looking” Time Impact Analysis (TIA) procedure. It compares the last approved schedule prior to the first impact event being analyzed to a copy of the same schedule with the addition of modeled schedule impact(s).

The modeled schedule impact events used in the analysis, herein are referred to as “Unforeseen Events” (UFEs), represent events that may impact the schedule and could not have been reasonably foreseen at the time of submitting the original bid for construction. These events are beyond the control, and without fault or negligence of the General Contractor.

Analysis procedure for TIA03R1:

1. The last submitted schedule (As-Planned Schedule) prior to the start of the first UFE is the August 2019 schedule progress update (UP08).
2. The As-Planned schedule was copied to create the Impacted Schedule of Comparison (TIA03R1)
3. UFE(s) being analyzed were logically inserted into the Impacted Schedule of Comparison.
4. The affected Project Milestone(s) in the As-Planned schedule were compared to the affected Project Milestone(s) in the Impacted Schedule of Comparison to quantify any impacts resulting from UFE(s).

UNFORESEEN EVENTS

An Unforeseen Event (UFE) is defined herein as an impact and/or change to the project schedule could not have been reasonably foreseen at the time of submitting a bid for construction and which is beyond the control and without fault or negligence of the General Contractor. As described in clarifications #12 / #13, the following changes have been made to the project:

UFE03 MBR CHEMICAL AREA AND MISC CHANGES – CLARIFICATIONS #12 / #13

This change order addresses the changes in the MBR chemical feed area. These cover the removal of the Aqueous Ammonia room and associated equipment, modifications in the layout of chemical skids and piping, and addition of sulfuric acid chemical skid and ammonia sulfate chemical skid. In addition, miscellaneous changes associated with the addition of a lab-hood and modifications of

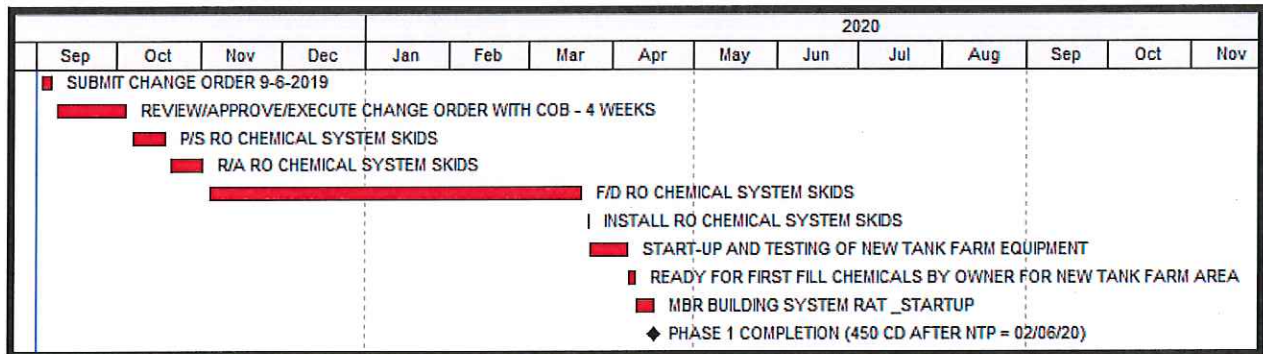
Salt Mitigation Upgrade Project
Time Impact Analysis O3R1

the restroom layouts are included. In addition, additional piping associated with the location of the RO skids issued in Clarification #11.

This change order also includes changes in the MBR chemical feed area and the addition of chemical storage tank farm (Chemical Storage Area #1). Included are the removal of buried chemical distribution piping inside of the MBR building and addition of a chemical storage tank farm with three single wall chemical tanks for Sodium Hypochlorite, Liquid Ammonium Sulfate and Sulfuric Acid. The change order also includes grading and yard piping changes associated with the chemical distribution piping from the chemical storage area to the MBR building. Electrical and instrumentation for all above referenced work is also included.

The RO Chemical Skids are driving the critical path of the delay. The current forecast for the fabrication and delivery of the RO Chemical Skids is 20 weeks. Activities representing the steps necessary to implement this change order have been logically added to the schedule. These activities replaced the existing activities in the schedule representing the scope of work being modified / replaced by this change order.

Schedule Delay Fragnet



Milestone Comparison

Activity ID	Activity Name	Start	Finish	Total Float
COB WWTP Salt Mitigation Upgrade Project_AUG 2019				
MILESTONES				
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20)		18-Mar-20*	-42
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		24-Feb-21	-41
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21)		24-Mar-21*	-39

Activity ID	Activity Name	Start	Finish	Total Float
COB WWTP Salt Mitigation Upgrade Project_TIA03R1				
MILESTONES				
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20)		16-Apr-20*	-71
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		26-Mar-21	-71
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21)		23-Apr-21*	-69

The Phase 1 Completion and Phase 2 Completion Milestones were impacted by UFE03 as follows:

MS01: 29 Calendar Days
MS02: 30 Calendar Days

CONCLUSION

WML is requesting that the Phase 1 Completion Milestone be extended by 29 Calendar days and the Phase 2 Completion Milestone be extended by 30 calendar days to compensate for schedule impacts resulting from UFE03.

ATTACHMENTS

P6 Schedule Analysis File: COB_TIA03 – Impacted Schedule



Southern Contracting Company
 P.O. Box 445 San Marcos, CA 92079-0445
 Tel 760-744-0760 Fax 760-744-6475
 website: www.southerncontracting.com
 email: info@southerncontracting.com

Change Order Request

103801 – Wastewater Treatment Plant Salt Mitigation Upgrade COR Subject: CLAR#12 / CLAR#13

To Juan C. Ahumada
 W.M. Lyles
 42142 Roick Drive
 Temecula, CA 92590
 951-973-7393

Contract No: 55.1173
 COR Number: 103801-COR#012
 COR Revision Number: 0
 COR Date: 9/3/2019
 Work Type: Price / Do Not Proceed
 Days Valid: 7

Return To Dan Alcantar
 Southern Contracting Company
 760-744-0760x621
 619-778-0681
 DAlcantar@southerncontracting.com


Scope Of Work / Time Extension Request

Changes associated with Contract Design Changes -CLAR#12 and CLAR#13

Summary	<i>Tank farm - 70% - \$52,366.64</i>	
	<i>Building - 30% - \$22,442.84</i>	
		Total: \$74,809.48

Reservation of Rights

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

Signed By: 
 Daniel Alcantar
 PM

Dated: 9/3/2019

Bid Summary Report

103801 Beaumont Chang Orders Estimator: Dan Alcantar

Job #2336

Job Name: 103801 Beaumont Chang Orders

Contractor:

Estimator: Dan Alcantar

Notes:

Bid Date:

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
CLAR 12 and CLAR 13	\$8,606.42	100.00%	\$8,606.42	281.80	100.00%	281.80

Top Sheet

Raw Cost	\$63,827.65	Sales per Month	\$0.00
Tax	\$667.00	Return per Month	\$0.00
Raw Cost with Tax	\$64,494.65	Price per Square Foot	\$0.00
Overhead	\$9,574.15	Hours per Square Foot	0.00
Profit	\$0.00	Square Feet	0.00
Total Return Amount	\$9,574.15	Job Months	0.00
Total Return %	12.80%	Hours per Week	40.00
Price	\$74,068.79	Workers per Day	0.00
Bond	\$740.69	Total Hours	281.80
Sell Price	\$74,809.48	Mark Up Sales Tax	Yes
Adjusted Sell ()	\$0.00	Use Bond Table	Yes
Adjusted Sell Return	0.00 %		

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden		
				Rate	Percent	Labor Cost
General Foreman	15.00%	42.27	\$90.37	\$0.00	0.00%	\$3,819.95
Foreman	25.00%	70.45	\$84.25	\$0.00	0.00%	\$5,935.43
Journeyman	45.00%	126.81	\$78.19	\$0.00	0.00%	\$9,915.30
Appr-78%	15.00%	42.27	\$68.18	\$0.00	0.00%	\$2,881.98
Totals	100.00%	281.80	\$80.03	\$0.00	0.00%	\$22,552.66

Mark Ups

	OVERHEAD			PROFIT		
	Total	%	Amount	%	Amount	
Materials	\$8,606.42	+ 15.00%	\$9,897.38	+ 0.00%	\$9,897.38	
Labor	\$22,552.66	+ 15.00%	\$25,935.56	+ 0.00%	\$25,935.56	
Supplier Quotes	\$27,932.65	+ 15.00%	\$32,122.55	+ 0.00%	\$32,122.55	

Bid Summary Report

103801 Beaumont Chang Orders Estimator: Dan Alcantar

Job #2336

SubContractors	\$0.00 + 5.00%	\$0.00 + 0.00%	\$0.00
Direct Job Expense	\$4,735.92 + 15.00%	\$5,446.31 + 0.00%	\$5,446.31
Equipment Rental	\$0.00 + 15.00%	\$0.00 + 0.00%	\$0.00
Totals	\$63,827.65 15.00%	\$73,401.80 0.00%	\$73,401.80

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$8,606.42	7.75%	\$667.00
Labor	\$22,552.66	0.00%	\$0.00
Supplier Quotes	\$2,500.65	0.00%	\$0.00
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$0.00	0.00%	\$0.00
Equipment Rental	\$0.00	0.00%	\$0.00
		Total Tax:	\$667.00

Supplier Quotes

Name	Supplier	Tax (0.0 %)	Unit Cost	Multiplier	Amount
TSI Instrument Changes CLAR 12 and 13		No	\$11,058.00	1.00	\$11,058.00
TSI CLar 12 LCP Adder		No	\$14,374.00	1.00	\$14,374.00
Stanchions		Yes	\$225.55	3.00	\$676.65
L11 Fixtures		Yes	\$456.00	4.00	\$1,824.00
			Total:		\$27,932.65

Direct Job Expense

Name	Supplier	Tax (0.0 %)	Unit Cost	Multiplier	Amount
Site Truck		No	\$18.36	126.00	\$2,313.36
FM Truck		No	\$21.63	112.00	\$2,422.56
			Total:		\$4,735.92

Job Name: 103801 Beaumont Chang Orders
 Job Number: 2336
 Extension Name: CLAR 12 and CLAR 13

Material Filter: <None>
 Report: COR - 2

[Items and ByProducts]

Item #	Item Name	Quantity	Ext Price	Ext Labor
Label Set: Combined, Combined, Combined, Combined, Combined, Combined				
Cost Code: 010 - Conduit/Raceway				
2,502	1/2" WEDGE ANCHOR	16.00	\$8.83	4.02
2,598	1/4" SS WEDGE ANCHOR	26.00	\$59.80	5.22
2,599	3/8" SS WEDGE ANCHOR	24.00	\$138.60	5.43
2,600	1/2" SS WEDGE ANCHOR	12.00	\$138.00	3.01
2,615	3/8x1" SS SCREWS	42.00	\$38.51	7.91
2,622	3/8" SS SADDLE WASHER	24.00	\$14.31	0.00
2,625	3/8" SS WASHER	60.00	\$10.05	0.00
2,632	3/8" SS NUT	42.00	\$10.97	0.00
2,640	3/8" SS ALL THREAD	12.00	\$30.60	0.60
2,658	1 5/8 STRUT-STAINLESS	32.00	\$380.00	6.03
2,684	3/4 GRC/PVC COATED	-72.00	(\$313.18)	-7.23
2,685	1 GRC/PVC COATED	296.00	\$1,666.88	37.18
2,697	3/4 GRC/PVC COUP	-2.00	(\$9.05)	-0.23
2,698	1 GRC/PVC COUP	28.00	\$164.73	3.52
2,711	3/4 GRC/PVC ELBOW	7.00	\$112.86	4.84
2,712	1 GRC/PVC ELBOW	20.00	\$369.83	16.33
2,765	1 GRC/PVC HUB	8.00	\$348.17	5.02
2,823	1 GRC/PVC LB BODY	4.00	\$244.31	4.02
2,920	1 GRC/PVC 1H STRAP	32.00	\$214.62	1.61
2,945	1 GRC/PVC CHNL STP	12.00	\$77.64	0.45
2,972	1 GRC/PVC CLAMP BAK	24.00	\$307.69	1.81
3,000	1 GRC/PVC CLAMP	8.00	\$65.34	2.11
3,055	3/4 GRC/PVC C105 STRP	-4.00	(\$8.58)	-0.15
3,804	1/2 FLEX WP	16.00	\$19.01	1.21
3,882	1/2 FLEX WP 90 CONN	8.00	\$45.86	1.21
15,688	10X10X4" NMA3R RT J Box	3.00	\$333.21	4.90
15,714	24x24x8 N4X SS PULLBOX	1.00	\$1,656.00	3.45
60,040	Stanchion Installation	3.00	\$0.00	3.00
			281.80	
			<u>118.26</u>	
			\$8,606.42	
			<u>\$6,535.99</u>	

Job Name: 103801 Beaumont Chang Orders
 Job Number: 2336
 Extension Name: CLAR 12 and CLAR 13

Material Filter: <None>
 Report: COR - 2

[Items and ByProducts]

Item #	Item Name	Quantity	Ext Price	Ext Labor
60,041	Aluminium Back Board by section	3.00	\$411.00	3.00
Cost Code: 020 - Wire/Cable			<u>\$1,838.39</u>	<u>91.41</u>
4	16 TSP - SHIELDED CABLE BELDEN	1,480.00	\$1,065.60	18.59
44	12 THHN CU STRANDED	1,440.00	\$187.45	10.85
565	12/3 MC PVC CABLE	600.00	\$270.00	21.10
602	14/4 MC PVC CABLE	300.00	\$127.50	10.17
619	12/12 MC PVC CABLE	300.00	\$101.04	15.83
4,080	14 GA TERMINATION	22.00	\$22.00	3.32
4,081	12 GA TERMINATION	48.00	\$52.80	9.04
4,122	100A CIRCUIT TERM	4.00	\$12.00	2.51
Cost Code: 030 - Power Distribution			<u>\$0.00</u>	<u>4.90</u>
7,016	100A MAIN CB 3P 600V	1.00	\$0.00	1.88
9,088	0 STARTER 3P FV,N4	1.00	\$0.00	3.01
Cost Code: 040 - Lighting			<u>\$0.00</u>	<u>24.12</u>
10,540	EXIT LIGHT WALL MTD.	-1.00	\$0.00	-1.00
10,786	POLE LIGHT SMALL	4.00	\$0.00	10.05
10,840	STEEL POLE 8'	4.00	\$0.00	15.07
Cost Code: 110 - Underground			<u>\$232.04</u>	<u>26.43</u>
3,188	1 PVC 40 (TRENCH)	500.00	\$229.03	25.12
3,460	3/4 PVC FEMALE ADPT	2.00	\$0.81	0.40
3,461	1 PVC FEMALE ADPT	4.00	\$2.20	0.90
Cost Code: 140-Instrumentation			<u>\$0.00</u>	<u>16.69</u>
15,775	AE/AIT -DO ELEMENT	1.00	\$0.00	4.40
15,779	AE/AIT -ORP	2.00	\$0.00	8.79
15,782	AE/XXX -GAS SENSOR	-1.00	\$0.00	-4.40
15,783	AE/AIT -ANALYZING ELEMENT	1.00	\$0.00	4.40
15,785	FE/FIT -FLOW METER, MAG	1.00	\$0.00	4.40
15,819	LE/LIT -LEVEL, FBO	-1.00	\$0.00	-4.40
60,036	Mount Control Panle	1.00	\$0.00	3.50
[Items and ByProducts] Total:			<u><u>\$8,606.42</u></u>	<u><u>281.80</u></u>

Scope Letter: 2 pages

Technical
Systems
Incorporated

August 21, 2019

Quote Number: CO#01A

To: Southern Contracting
Attn: Dan Alcantar

Project: Beaumont WWTP Salt Mitigation
Beaumont Wastewater Treatment Plant

Reference: **CLAR 12 & CLAR 13 Instrumentation Changes**

2303 196th Street SW
Lynnwood, WA 98036
Tel: (425) 775-5696
Fax: (425) 775-9074
info@tsicontrols.com

Bid Date: N/A

Bid Time: N/A

Technical Systems, Inc. (TSI) is pleased to provide a quote for the above referenced project. Material for this project will be shipped FOB Lynnwood WA, complete, ready for field termination by others. TSI's price includes CA sales tax and does not include the cost to bond TSI's portion of the project.

TSI's price for the scope of work detailed on the following pages:

Change Order Proposal Pricing:

\$11,058.00

Change Instrumentation as Follows:

- Credit Deleted Ammonia Gas Monitor and Calibration Gas
 - AE/AIT-5230
- Add (2) Hach pHD pH Sensors
 - AE-4004, AE-30095
- Add (2) Hach SC200 Controllers
 - AIT-4004, AE-30095
- Add Mounting for Hach pH Probes
- Credit (1) Ultrasonic Level Transmitter
 - LE/LIT-5002
- Add (1) Level Display, Trident PD765 X2
 - LI-5002
- Add (1) Magnetic Flow Meter, 1", for NaOCL Service
 - FE/FIT-5072

Terms: Net 30
FOB: Lynnwood WA
Freight: Prepaid

This quote is valid for 90 days.

Please call with any questions you may have concerning pricing or any technical questions.

Sincerely,

Colin Dightman-Kovak

Colin Dightman-Kovak
Technical Systems, Inc.
1-425-678-4116

Scope of Work

Misc Equipment:

Including:

1. Hardware Procurement
2. Required Testing
3. O&M, drawings updates

GENERAL

1. TSI supplies a bill of materials, CAD-based drawings, and Operations and Maintenance Manuals for all equipment furnished by TSI.
2. TSI supplies the required field startup services for this project.
3. Panels fabricated by TSI are UL 508 labeled.

STANDARD INCLUSIONS

We provide the following unless specifically excluded on our bill of material:

- 1) Equipment shipped FOB factory with freight allowed, tailgate, destination.
- 2) Field wiring diagrams showing interconnection of field instruments and instrumentation panels.
- 3) Instruction manuals as required.
- 4) All necessary field start-up and calibration of the equipment we supply.

STANDARD EXCLUSIONS

We do NOT include the following unless specifically included in our bill of material:

- 1) Pipe, tubing, valves or fittings between the instrument and the process.
- 2) Conduit, wire or cable not an integral part of the instrument.
- 3) Mounting brackets, stanchions, supports or mounting pads not an integral part of the instrument.
- 4) Labor to install the equipment.
- 5) The Cost, (if due to local union regulations), to have local craftsman make adjustments or wiring modifications to our equipment during start-up and calibration.
- 6) Any material or services not in our quoted sections.
- 7) This proposal is based on award of a supply purchase order and does not include any of the costs associated with bonding or subcontract administration. If bonding or a subcontract is required they can be provided for additional cost.

SPECIFIC EXCLUSIONS

- 1) No Specific Exclusions.

Scope Letter: 2 pages

Technical
Systems
Incorporated

August 30, 2019

Quote Number: CO#01A1

To: Southern Contracting
Attn: Dan Alcantar

Project: Beaumont WWTP Salt Mitigation
Beaumont Wastewater Treatment Plant

Reference: **CLAR 12 – LCP-5061**

2303 196th Street SW
Lynnwood, WA 98036
Tel: (425) 775-5696
Fax: (425) 775-9074
info@tsicontrols.com

Bid Date: N/A

Bid Time: N/A

Technical Systems, Inc. (TSI) is pleased to provide a quote for the above referenced project. Material for this project will be shipped FOB Lynnwood WA, complete, ready for field termination by others. TSI's price includes CA sales tax and does not include the cost to bond TSI's portion of the project.

TSI's price for the scope of work detailed on the following pages:

Change Order Proposal Pricing:**\$14,374.00**

- LCP-5061 per specification 432356
 - o 304 SS Enclosure, 30"Hx24"W
 - o (2) NEMA 0 Size Starters (Up to 5hp, 480VAC)
 - o Operators, Controls, and Pilot Devices as Specified

Terms: Net 30
FOB: Lynnwood WA
Freight: Prepaid

This quote is valid for 90 days.

Please call with any questions you may have concerning pricing or any technical questions.

Sincerely,

Colin Dightman-Kovak

Colin Dightman-Kovak
Technical Systems, Inc.
1-425-678-4116

Scope of Work

Misc Equipment:

Including:

1. Hardware Procurement
2. Required Testing
3. O&M, drawings updates

GENERAL

1. TSI supplies a bill of materials, CAD-based drawings, and Operations and Maintenance Manuals for all equipment furnished by TSI.
2. TSI supplies the required field startup services for this project.
3. Panels fabricated by TSI are UL 508 labeled.

STANDARD INCLUSIONS

We provide the following unless specifically excluded on our bill of material:

- 1) Equipment shipped FOB factory with freight allowed, tailgate, destination.
- 2) Field wiring diagrams showing interconnection of field instruments and instrumentation panels.
- 3) Instruction manuals as required.
- 4) All necessary field start-up and calibration of the equipment we supply.

STANDARD EXCLUSIONS

We do NOT include the following unless specifically included in our bill of material:

- 1) Pipe, tubing, valves or fittings between the instrument and the process.
- 2) Conduit, wire or cable not an integral part of the instrument.
- 3) Mounting brackets, stanchions, supports or mounting pads not an integral part of the instrument.
- 4) Labor to install the equipment.
- 5) The Cost, (if due to local union regulations), to have local craftsman make adjustments or wiring modifications to our equipment during start-up and calibration.
- 6) Any material or services not in our quoted sections.
- 7) This proposal is based on award of a supply purchase order and does not include any of the costs associated with bonding or subcontract administration. If bonding or a subcontract is required they can be provided for additional cost.

SPECIFIC EXCLUSIONS

- 1) No Specific Exclusions.



May 20, 2019

Michael Bonser
 W. M. Lyles Co
 42142 Roick Drive
 Temecula, CA 92590
 Ph.: (951) 973-7393
 Email: mbonser@wmlyesco.com

Re: Beaumont WWTP – Packaged Aq. Ammonia Feed System
 Specification Section 46 31 16
 IMS Project Number: 40112

Dear Mr. Bonser,

It is unfortunate that the Owner has decided to delete the Aqueous Ammonia Feed system from the procured list of equipment. We understand that this is out of your control.

However, we have already invested our engineering resources in preparing the equipment design submittal, we kindly request reimbursement for such service accordingly. Please see below for the breakdown.

Packaged Aq. Ammonia Feed System	-\$46,500.00
Startup Service	-\$750.00
Freight from factory to jobsite	-\$750.00
Total Contract Price	-\$48,000.00
Engineering Service in preparing equipment design submittal (\$85 / hr. x 60 hr.)	\$5,100.00

Upon our receipt of the signed copy of this change order by email, we will sign and return a copy to you for your final execution.

Please do not hesitate to call me if you have any questions.

Sincerely,

Integrity Municipal Systems, LLC

 W. M. Lyles Co.
 (Company Name)

 (Signature)

Khaled Roueiheb, Vice President

 (Printed Name & Title)

 (Date)



Providing Life Safety & Security Solutions

CHANGE ORDER REQUEST

Accurate Door Solutions, Inc.
17861 Georgetown Lane
Huntington Beach, CA 92647

Change Order No.: 01
Page 1 OF 1
Date: 4/11/2019

JOB # 218175

SUBMITTED TO:

W. M. Lyles Corporation
335 North Throne Ave.
Fresno, CA

LOCATION OF JOB:

Beaumont WWTP
Salt Mitigation
Beaumont, CA

ATTN:

TOTAL CREDIT \$-5,400.00

Delete Doors, Frames and Finish hardware for openings 03 & 13 entirely from the scope per MBR Changes.

SUBMITTED BY: David A. Parker, AHC

Note: This Change Order Request may be withdrawn if not accepted in thirty (30) days.

**PLEASE SIGN AND RETURN THIS FORM WITH YOUR APPROVAL.
THANK YOU**

SIGNATURE _____ DATE _____



QUOTATION

Prepared For: Armando Cayama

Company: WM Lyles Co

Beaumont, CA 92223

Phone: (951) 973-7393

Email: acayama@wmlylesco.com

VWR Quote #: CG-060619

Revision: 2

Valid From: 8/8/2019 **Valid To:** 10/8/2019

Prepared By: Charles Gordon

Phone: 972-819-7424

Email: charles.gordon@vwr.com

3021 Gateway Drive

Suite 280

Irving, TX 75063

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS. Submit Purchase Orders to: VWRFurniture_Orders@vwr.com or Fax to (972) 753-1389.

Notes:

Lead time is approximately (8) to (10) weeks after receipt of approved purchase order and Tech Sheet by VWR, plus transit time. Transit time is typically (5) to (7) business days. Production levels vary and depending upon when an approved purchase order is received by VWR, lead time may fluctuate. Freight is included in this proposal and is quoted F.O.B. Shipping Point, Freight Charged as Quoted. VWR will not be responsible for any fees associated with any Bonds, Permits, or Taxes unless otherwise stated within this quotation/scope letter. Once an order is placed for any custom products, the client will be held responsible for any accrued charges from our manufacturers should the order be cancelled for any reason. **NO TAXES** are included in this bid. Certification and balancing of hoods is not included in this proposal and shall be the responsibility of others. Fume hoods quoted do not include ductwork, exhaust fans, roof penetrations, flashing and sealing, roof curbs, guy wires and weather caps or any mechanical, plumbing or electrical connections. Fume hoods and base cabinet colors TO BE DETERMINED. Installation/assembly is not included but is available if required at an additional cost.

Lab Hood exhaust fan to be supplied by HVAC provider.

Line #	Qty	Catalog #	Finish
1	1	019243-48R-BK EPOXY RESIN BENCH HOOD TOP Includes: Black Kemresin.	
2	1	0491-BP POLY OVAL CUPSINK BLACK	
3	1	G08C352224L-03F24PTD BC-1 LH DR-35Hx22Dx24L Includes: Add Removable Back - for PTD Steel.	
4	1	G80C352224-03 BC-FH-ACID-1 RH DR-35Hx22Dx24L	
5	1	H05K5448-00-HW27 SUPREME AIR FUME HOOD - OPEN BY-PASS Includes: Pre-Wired (UL Approved), Air Alert 300 Alarm (Location 1), Safety Glass (Painted Steel Frame), Stainless Steel Duct Collar.	
6	1	W-0864-3WA--PU REMOTE CONTROL WATER GOOSENECK Includes: Pre-piped Up.	
7	1	W-0864-3WA--PU-X REMOTE CONTROL WATER GOOSENECK - X = DISTILLED WATER Includes: Pre-piped Up. X = DL191647.1cg.1	

USD Total Sell: \$7,895.13
FOB Shipping Point Freight: \$690.00

USD Total: \$8,585.13

Financing Available
Contact VWR for details about flexible financing programs.

Approved By: _____ Date: _____

PO#: _____

When placing your order, please sign and date above and indicate your P.O. number. Submit your P.O. along with this signed form to **VWRFurniture_Orders@vwr.com** or Fax to **(972) 753-1389**, and reference the VWR Quote # in all communications. If you have any questions regarding this proposal or if we can be of further assistance, please contact the VWR team below.

Your Estimator is: Charles Gordon
Phone: 972-819-7424
Email: charles.gordon@vwr.com

Your Specialist is: Brennon Smith
Phone: (831) 227-7565
Email: brennon_smith@vwr.com

In the absence of a definitive products supply agreement between the parties, VWR International's Terms and Conditions of Sale apply. A copy is available on our website

(https://us.vwr.com/store/content/externalContentPage.jsp?path=/en_US/about_vwr_terms_conditions_product_sales.jsp), or by request. Customer represents that it has read and agrees to VWR International's Terms and Conditions of Sale.

Customer is responsible for unloading and providing standard receiving facilities for large and/or heavy shipments. Special unloading or delivery can be arranged, provided VWR International is notified at the time of order placement. For such arrangements, please contact VWR International for a quotation. Installation or other services are not included in this quotation, unless otherwise noted on the quotation.

Identified stock status is based on product availability at time of the quote and may change at time of order. Delivery dates are based on standard lead times from suppliers. Items prefixed with "MISC" are subject to regulatory approval once VWR International receives acceptance from the customer. They are special order, and as such may not be returnable. **Customer signed approvals are required when drawings are supplied for these items along with Purchase Order before order can be scheduled.** Please see the "Notes" section on first page for lead times on special order items.

Any changes to the above agreement must be done so in writing and approved by both VWR International, LLC and customer.

VWR TRADE SECRET/CONFIDENTIAL/PROPRIETARY INFORMATION

ANDERSON AIR CONDITIONING, L.P.
AMS AMERICA, G.P.
2100 E. WALNUT AVE., FULLERTON, ca 92831
PHONE: 714/888-6800 FAX: 714-888-2697
LICENSE NO. 894408

CHANGE ORDER/EXTRA

DATE 6-20-19 OFFICE
 JOB NAME Salt Mitigation JOB # 19j117 EXTRA # 1 FIELD
 ESTIMATED HOURS: _____ DATE: _____ INSTALLER: _____

I AUTHORIZE ANDERSON AIR CONDITIONING TO MAKE THE FOLLOWING CHANGES (S) TO THE WORK ORIGINALLY SET FORTH IN THE CONTRACT AND/OR SPECIFICATIONS:

Deductive Changes as follows:

1. Delete louver H-3934.	Material \$624.00	Labor \$324.00		Total Deduct \$948.00
2. Delete Friedrich unit H-3970	Material \$433.00	Labor \$324.00		Total Deduct \$757.00

Additive Changes:

1. Relocate exhaust fan H-3905 and add additional ductwork as per plans.				
	Mterial \$ 89.00	Labor \$523.00		Total Add \$612.00

Total for this change order is a net DEDUCT of \$1,093

AN ADDITION OF \$		WILL BE MADE TO THE CONTRACT PRICE
A DEDUCTION OF \$	(\$1,093.00)	WILL BE MADE FROM THE CONTRACT PRICE

INSTALLER OR SALESPERSON _____ CUSTOMER _____

AUTHORIZED BY Mitch Haynam SIGNED _____
Authorized agent

NAME PRINTED _____

DATE _____

W.M. Lyles Co.
 P.O. Box 4377 Fresno, CA 93744

04/15/19



Attention: Allen Hickernell
 Project: Beaumont WWTP
 Reference: Deduct Aqueos Ammonia Storage/Area 102
 Infinity COR#: 002

Deduct labor and material to build Aqueos Ammonia Storage/Area 102. Cost includes layout, framing, drywall, tape, sand, finish, and cle

1. 28'-0" lf of 6" 18ga metal wall framing @10'-0"
2. 560 sq ft of gypsum board on wall framing
3. 16'-0" lf of 8" 18ga joisted metal ceiling framing @12'-0"
4. 384 sq ft of gypsum board on ceiling framing
5. 472 sq ft of R-19 insulation
6. 944 sq ft of drywall finishing

Description	Quantity	Unit	Cost	Total
LABOR				
Lather / Carpenter	-7	Hours	\$79.88	(\$559.17)
Taper Journeyman	-2	Hours	\$79.88	(\$159.76)
Quality Control / Inspections @ 6%	-0.54	Hours	\$79.88	(\$43.14)
Clean-Up	-0.72	Hours	\$62.30	(\$44.86)
Total Labor:				(\$806.92)
MATERIAL				
6" 18ga C-Stud	-210	lf	\$1.78	(\$429.72)
6" 18ga Track	-60	lf	\$1.57	(\$108.47)
8" 18ga C-Stud	-144	lf	\$2.14	(\$354.50)
8" 18ga Track	-30	lf	\$1.93	(\$66.50)
5/8" XP Mold Guard	-944	sf	\$0.50	(\$539.54)
R19 Unfaced Insulation	-472	sf	\$0.48	(\$258.37)
Taping Compound	-1	Box	\$11.55	(\$13.28)
Smooth Set	-2	Box	\$11.14	(\$25.63)
Corner bead	-40	lf	\$0.23	(\$10.49)
Subtotal Material:				(\$1,806.50)
Material Tax			7.75%	(\$140.00)
Total Materials:				(\$1,946.50)
			Subtotal:	(\$2,753.42)
			TOTAL:	(\$2,753.42)

The total for the above changes will be an **ADD** of: **(\$2,753)**

Respectfully,
 Infinity DW Contracting, Inc.

Project Manager,
 Aaron Sanchez



DAVE'S DOOR AND HARDWARE

LICENSE # 600031

CHANGE ORDER REQUEST

DDH/DAVE'S DOOR AND HARDWARE
 17861 GEORGETOWN LANE
 HUNTINGTON BEACH, CA 92647

CHANGE ORDER NO.: 01
 PAGE 1 OF 1
 August 7, 2019

DDH JOB # 218175

SUBMITTED TO:

W. M. Lyles Corporation
 335 North Throne Ave.
 Fresno, CA

LOCATION OF JOB:

Beaumont WWTP
 Salt Mitigation
 Beaumont, CA

ATTN:

TOTAL CREDIT \$-1,400.00

Delete Installation of Doors and Finish hardware for openings 03 & 13 entirely from the scope per MBR Changes.

SUBMITTED BY: David A. Parker, AHC

August 7, 2019

Note: This Change Order Request may be withdrawn if not accepted in thirty (30) days.

**PLEASE SIGN AND RETURN THIS FORM WITH YOUR APPROVAL.
 THANK YOU**

SIGNATURE _____ DATE _____



STUMBAUGH

AND ASSOCIATES, INC.

Contractors License (CA) 288724 | www.stumbaugh.com

Corporate: 3303 N. San Fernando Boulevard
Burbank, California 91504 | 818-240-1627

San Diego: 8920 N. Kenamar Drive, Suite 212
San Diego, CA 92121 | 858-444-1683

Fremont: 47602 Kato Road
Fremont, CA 94538 | 650-999-0700

To: W.M. Lyles Co.

Site: 715 W 4th Street
Beaumont, CA 92223

Date: 05/31/2019

Project #: 246306

Project: Salt Mitigation WWTP Upgrade
Beaumont
TP ADD CO

We propose the following for the sum of: \$1,944.00

Toilet Partitions

ADD - (2) Powder Coat Metal Overhead Braced Partitions

Toilet Accessories

2 Multi-roll Toilet Tissue Dispenser Surface Mounted

Inclusions

NOTE: Bid based on work performed during normal business hours. Overtime is not included unless stated.

Note: Bidding Standard Toilet Partition colors (unless otherwise indicated)

NOTE: Price includes our Standard Insurance Coverages with General Liability Additional Insured forms CG 20 33 0704 & CG 20 37 0704.

Note: Price includes delivery, installation & tax. (See Important Note below)

Exclusions

Exclude: All backing & wall recessed openings

ADD: Based on revised plan set 042219

All in accordance with plans and specifications except as noted above, and all subject to terms and provisions listed below.

Stumbaugh & Associates, Inc.

By: Jeff Stumbaugh

ACCEPTANCE OF PROPOSAL

The above price(s), specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined below or as contractually agreed upon.

Date: _____

By: _____

IMPORTANT NOTE: Due to the current stainless steel price fluctuation this quote is subject to change and/or increase if not accepted, and Product ordered, within thirty (30) days of the proposal date above.

1. If a contract is the result of this proposal this proposal becomes the basis for and a part of the formal contract.
2. All proposals are made for prompt acceptance and may be withdrawn or changed without notice after thirty (30) days.
3. All agreements are contingent upon strikes, accidents, delays or carriers and other delays unavoidable or beyond our control.
4. Price includes our standard insurance coverage & forms. Special insurance requirements will be subject to review & may result in additional costs or exclusions.
5. An additional fee will be charged for all bonds.
6. A 50% deposit of the contract price is due at time of proposal acceptance and the remaining 50% is due upon installers arrival on the property for installation unless prior credit or payment terms have been made in writing.
7. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the proposal.
8. Upon acceptance of this proposal it is agreed that in case suit is instituted to collect any sum due under this contract or any portion thereof, you will pay such additional costs as the court may adjudge reasonable Attorney's Fees in said suit.

*Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Contractor's State License Board, 1020 N St., Sacramento, CA 95814.

439 E. HARRISON ST UNIT #E
 CORONA, CA - 92879
 PHONE: 951-735-2050
 FAX: 951-735-2051



ESTIMATE

REVISED

DATE	EST. NO.	REP
5/21/2019	19585	DAVE

NAME / ADDRESS
WM LYLES CO. P.O. BOX 4377 FRESNO, CA 93744-4377

PROJECT INFORMATION	ATTN:
City of Beaumont	Armondo
Membrane Building	Customer Fax
Beaumont	951-698-3031

REVISED DESCRIPTION	QTY	COST	TOTAL
Add for ceramic tile to 4ft. at wet wall of restrooms #111 and #112.		2,040.00	2,040.00
Alternate add for: - Sink side of privacy partition wall in both baths.		612.00	612.00

Not included in change order

INCLUSIONS:
 TAX, FREIGHT, 1 HOUR OF MINOR FLOOR PREP, 1 YEAR WARRANTY.
 DISCLAIMER:
 *ADDT'L LABOR eg. FLOOR PREP, SCRAPING RESIDUAL ADHESIVE, SANDING @ \$67.50 PER MAN HOUR PLUS MATERIAL.
 *ADD FOR WAIVER OF SUBROGATION = \$250.00
 *PRICING IS SUBJECT TO CHANGE AFTER 30 DAYS FOR LABOR OR MANUFACTURE INCREASES.
 *MATERIAL DRAWS MAY BE REQUIRED DUE TO SIZE OF PROJECT OR VENDOR REQUIREMENT.
 *EXCLUDES: DEMO, MAJOR FLOOR PREP, WAXING/SEALING, FLOOR PROTECTION, DAMAGE DUE TO MOISTURE, & FURNITURE MOVING, VACUMING & FINAL CLEAN, OFF HOURS WORK UNLESS NOTED ABOVE.
 ***CUSTOMER IS RESPONSIBLE FOR INCURED COLLECTION FEES AND CHARGED 1 1/2% PER MONTH

TOTAL: \$2,652.00

SIGNATURE _____



LICENSE: CA 742112 • AZ ROC188614 • NV 0072066
DIR No. 1000004724
www.paradapainting.com

CREDIT MEMO

To: W M Lyles Co.
Date: 8/7/19
Attention: Armando Cayama
Project: City of Beaumont WWTP – Salt Mitigation Upgrade
Re: Deduct coating in Ammonia room

Parada is submitting a Deductive Credit for coating in ammonia room:

Deduct Amount: \$2,682.00

Please forward a deductive change order to Lisa Greenelsh, lgreenelsh@paradapainting.com.

Should you have any questions, please contact me at 858-602-6037 or email davidparadajr@yahoo.com.

Sincerely,

David Parada Jr.
Superintendent

Mailing Address: 14281 Palisades Drive, Poway CA 92064
Office - Admin: (P) 951-878-7051, (F) 951-878-7052
Office - A/P: (P) 858-748-3540, (F) 858-748-3774
Estimating: (P) 858-602-6036

Cabinetry Specialties Products

Quotation

177 East Colorado Blvd., 2nd Floor
 Pasadena, California 91105
 Attn: Bob Sherbondy
 Phone: (909) 519-0059
 Email: bobsherbondy@aol.com

DATE August 26, 2019
 Rev. 2

Sold To: Lisa Moran
 W.M. LYLES COMPANY
 42142 Roick Drive
 Temecula, California 92590
 Phone: (951) 973-7393

Quotation valid until: September 1, 2018
Prepared by: Bob Sherbondy
 Delivery 365 days

Re: **Beaumont WWTP Upgrades**
 Lab Cabinetry, and Lunch Room Cabinetry, as noted below.

Description	AMOUNT
Plastic Laminate Lab Cabinetry, Epoxy Countertops, Plastic Laminate Break Room Cabinetry, Solid Surface Counter tops as described in Section 064020 Interior Architectural Woodwork Specific inclusions noted below. <u>Section 064020 Interior Architectural Woodwork</u> Cabinetry: Manufactured by Wood-Metal Co. Plastic Laminate with particle board cores Door and Drawer Front Style: Overlay Wilson Art Laminate at all exposed and semi exposed surfaces Countertops: 1" Thick Black Epoxy Resin with 4" High Applied Curb in Lab room Solid Surface counter tops in Break room	
Room 110-Lab Room - Elev. G / MBA-10 5 each B4007 Base Cabinets 36" Wide - 2 door - 2 dwr 5 each W2011 Wall Cabinets 36" Wide 1 each W2011 Wall Cabinet 24" Wide - 2 Door 1 each B5028 Sink Base Cabinet 36" Wide 1 each W2010 Wall Cabinet 36" Wide x 18"h 20 ft. Epoxy Counter top - Black 1" thk. With 4" applied curb Note - coved back curb not available	
Beaumont WWTP	Quotation
Jul-18	Page 2 of 4
Lab Island - Elevations E & F / MBA 12	

5 each	B4007	Base Cabinets 2 doors - 2 dwr
1 each	B5028	Sink Base Cabinet 36" Wide
4ft. X 9 ft.	Epoxy	Counter top 1 " thk. Black

Break Room #109 Elev. D / MBA-9

1 each	B4007	Base Cabinet 36" Wide - 2 Drawer - 2 door
1 each	B5028	Sink Base Cabinet 36" Wide
1 each	B4007	Base Cabinet 30" wide 2 drawer - 2 door
1 each	W2011	Wall Cabinet 36" Wide
1 each	W2011	Wall Cabinet 24" wide
1 each	W2011	Wall Cabinet 30" wide
1 each	W2010	Wall Cabinet 36" Wide x 18"h
10 ft.	Counter top	Solid Surface with 4 " h. covered back curb - Grade B

Miscellaneous items included:

2 each	KDTE 704DSS	Kitchen Aid Dishwashers
3 each	L412-8VB	Hot & Cold Faucets
1 each	S19-200B	Bradley Eyewash
2 each	Epoxy Sinks	D30C & D50C models
1 each	Stainless Steel sink	Just - double bowl
2 each	Garbage disposers	Sears or equal 1/4 hp
1 each	Scullery Sink	Eagle model #414-24-1-18 stainless steel scullery sink located in Solids Handling sheet SH-A1

Beaumont WWTP

Quotation

July 25 2018

Page 3 of 4

NIC - EXCLUSIONS:

- * Refrigerators
- * Appliances in Lunch Room: Stove, Microwave, etc.
- * Ceramic Tile on walls

<ul style="list-style-type: none"> * Safety Showers * Bid and Performance Bonds. * Mechanical Installation. Air, Gas, and Vac. Fixtures. * Electrical Outlets. * Cabinet Locks. * Grommets. * Dumpster. * Base Cove Molding. * In-Wall Backing. * White Oak Veneer - Red Oak to be provided if selected * Coved Back curbs on Epoxy Counter tops - No Longer Available * Winsow Sills * Interior Standing and Running Trim 	<p>TOTAL BASE BID \$ 53,862.00</p>
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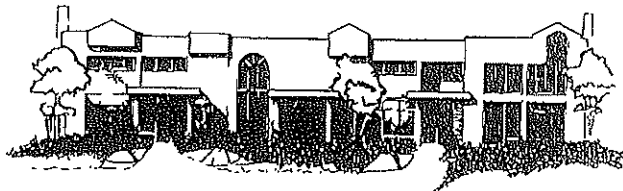
Total Base Bid includes Delivery to Jobsite and Non-Mechanical Installation.
Sales Tax

Change order #1 8-8-2019

* Deduct for change to elev. E02 to make room for 4ft. Fume hood by others.
Delete 2 ea. 36" base cabinets XB4007 and 2 ea. 36" wall cabinets W2011
Add 1 ea. 24" XB4007 base cabinet and 1 ea. 24" wall cabinet W2011
Net change to contract amount (- 585.00)

If you have any questions concerning this Quotation, contact Bob Sherbondy at (909) 519-0059 or by E-Mail at bobsherbondy@aol.com.

THANK YOU FOR YOUR BUSINESS



FALLBROOK GLASS, INC.

6/15/19

um Lyles

Salt Mitigation
Basement

Alternate #2

omit - 3-24x30 DUAL temp
on Interior doors pr
Exterior door sq. ft.

deduct \$364
u/ty

Attention Armando

Gay Press

Quote may be withdrawn after 30 days

Quote



Juan Ahumada
 W.M. Lyles Company
 42142 Roick Drive
 Temecula, CA 92590
 951-973-7393 ext
jahumada@wmlylesco.com

Quote # DSN1183Q1

Dear Juan,

Thank you for the opportunity to provide the following quote. We quoted the tanks and all of the accessories per the specification noted. We also included pricing for the radar level control units.

BEAUMONT WWTP SALT MITIGATION UPGRADE- TANKS

Spec Section	Title and Description
434143Change Package #1	<p>3 HIGH DENSITY CROSS-LINKED POLYETHYLENE STORAGE TANKS</p> <ul style="list-style-type: none"> • (2) 1,150 Gallon (1) 4,600 Gallon Poly Processing Tanks • Safe Surge Manways • FRP Ladders • SST Seismic Restraints with CA Wet Stamped Job Specific Calculations • Float Level Indication • Fittings per specification • PTFE Flexi Joints • Material and Tank Testing • 3.2 B, C,D,E Field Service Technician one person one day included • Hastelloy for <u>tank fittings</u> only are included on NaOCl Tank Drawing C-36 note 7 <p>No Exceptions taken to specification 434143 Part 1 through 3.1C and 3.2 B-E</p>
434143 Package #2	<p>2 HIGH DENSITY CROSS-LINKED POLYETHYLENE STORAGE TANKS</p> <ul style="list-style-type: none"> • (2) 1,550 Gallon Poly Processing Tanks • Poly Wrap Insulation Panels • Heat Tracing • Safe Surge Manways • FRP Ladders • SST Seismic Restraints with CA Wet Stamped Job Specific Calculations • Float Level Indication • Fittings per specification

	<ul style="list-style-type: none"> • PTFE Flexi Joints • Material and Tank Testing • 3.2 B, C,D,E Field Service Technician one person one day included • Hastelloy for <u>tank fittings</u> only are included on NaOCl Tank Drawing C-36 note 7 <p>No Exceptions taken to specification 434143 Part 1 through 3.1C and 3.2 B-E</p>
2.6 B Radar Level	<p>Flowline Echo Pulse LR20 Radar Liquid Level Transmitter with 316L Antenna and PTFE inner shield-</p> <p>No Exceptions to the spec</p>

Pricing

(3) Poly Processing Tanks and Accessories noted above Package #1	FOB: Factory	63,212
Tank Freight		8,000.
(2) Poly Processing Tanks and Accessories noted above Package #2	FOB: Factory	50,188
Tank Freight		5,200.
(5) Radar Units noted above \$2,590. Ea (Transmitter only)	FOB: Factory	12,950
Radar Freight		300.

Notes & Exceptions

Spec Section	Comment
3.2 A and 3.3	Field Testing and Installation by Others (1 day site inspection/ training is included)
General	Anchor bolts by others
General	Piping beyond vessel connections is not included
Standard Terms	25% with order / balance 70% N20 after shipment / 5% retention 90 days
Sales Tax	Sales tax will be billed at the rate in effect at the time of shipment and not included above
Disclosure	Items not specifically identified within proposal are not included

Credits

WM Lyles PO # 55.1173-4010 (2) 4,400 Gallon Safe Tanks and Accessories
 Tax <4,028.45>
 Freight <4,240.00>
 Tanks <\$42,080>
Total Credit Amount.....\$50,348.45

63,212 - tanks
 7,770 - Radar units

 \$ 70,982
 \$8,300 - freight

Tanks <\$21,040>
 freight <2,120>

Thank you,

Doug Roughen

Doug Roughen | 3300 E. 19th Street | Signal Hill, CA 90755 | 562-986-5238 FAX 562-986-5246
Cell 949-633-9499 Preferred

2.0 Terms and Conditions

Shipment	4-5 weeks
Manufacturer's Warranty	3 years and 5 years per specification
FOB Point	Poly Processing Factories
Prices Effective	30 days
Freight	Quoted as an option
Sales Tax	Not included unless otherwise indicated
Sales Tax	Will be charged unless a resale card is on file (CA & AZ)
Freight Billing	To be by purchaser specified at time of order placement
Terms	25% with order, balance net 20 days after shipment - OAC
Cancellation Charges	100% after fabrication commences
Damaged Freight	Must be noted on the freight bill to establish liability
Off-Loading / Installation	By others
Anchor Bolts	Not included unless otherwise indicated
Flange Gaskets / Bolt Kits	Not included unless otherwise indicated
Flexible Connections	Required for most connections to preserve tank warranty
Missing Parts	Claims must be made within 30 days of delivery



WM Lyles
 Attn: Juan Ahumada
 Re: Pulsatron pumps

Juan,

Here is the pricing

Pulsafeeder said the EH25 was too big for the flow and pressure and are recommending the EH05

2ea EH05KBVF-X pump with 56C frame	\$6500	\$13,000
2ea IDNM3538 1/2hp inverter duty motor	\$600	\$1,200
Optional VFD		
2ea ABB ACQ580-01-04A6-2 VFD	\$1104	\$2,208

Please issue PO to JPR Systems

Thank you

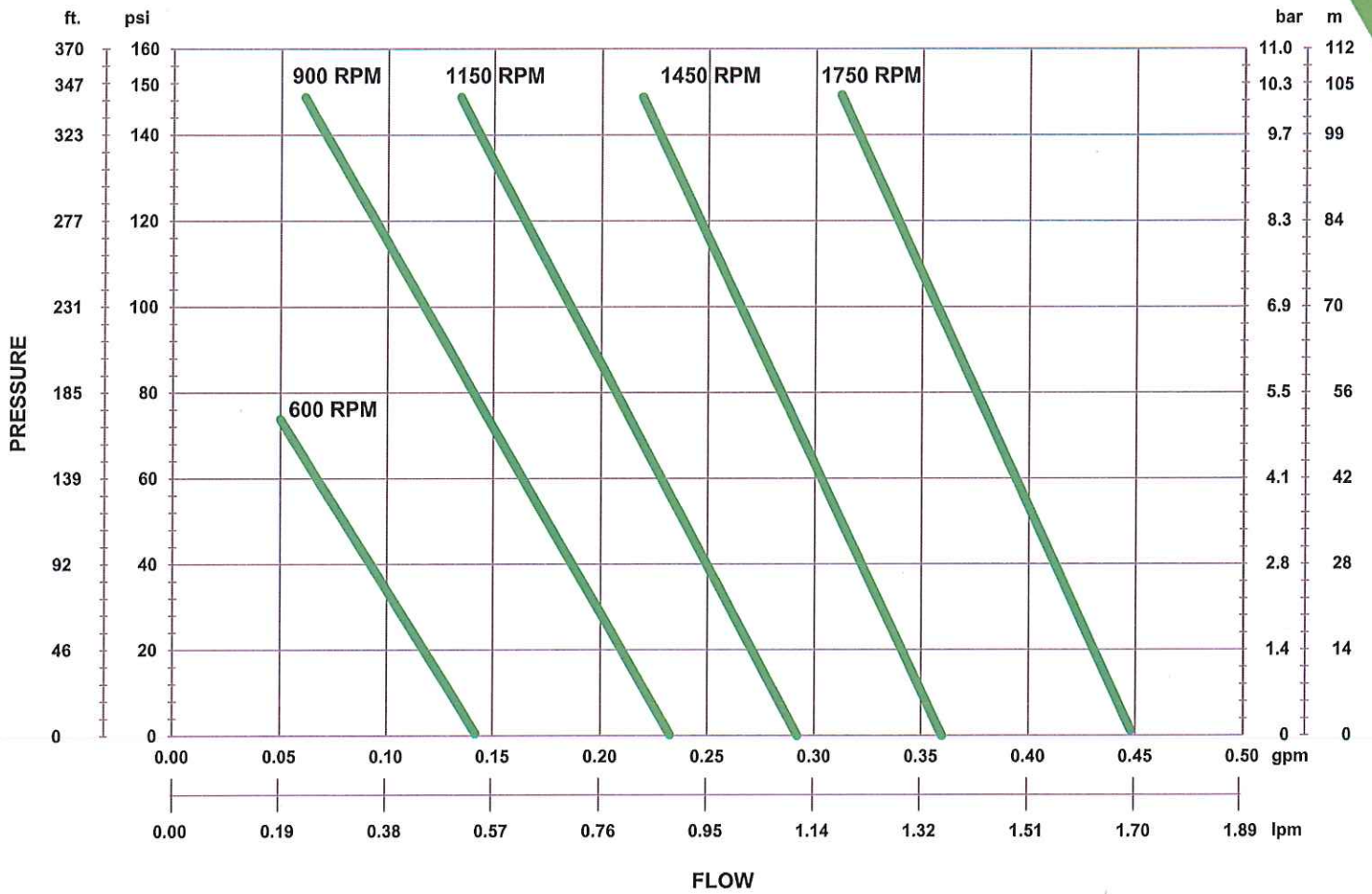
John Hamilton
 909-660-1022
 John.hamilton@jprsystems.com

ECLIPSE[®] 02

EXTERNAL GEAR PUMP

PERFORMANCE CURVE

1 cPs, 1/4 HP / .18 kW, Specific Gravity 1.0, Pump needs 56C motor



Pulsafeeder, Inc.
 2883 Brighton Henrietta Town Line Rd.
 Rochester, NY 14623
 Phone: +1 (585) 292-8000
 pulsa@idexcorp.com • pulsa.com

Pulsafeeder is an ISO 9001:2008 certified company.

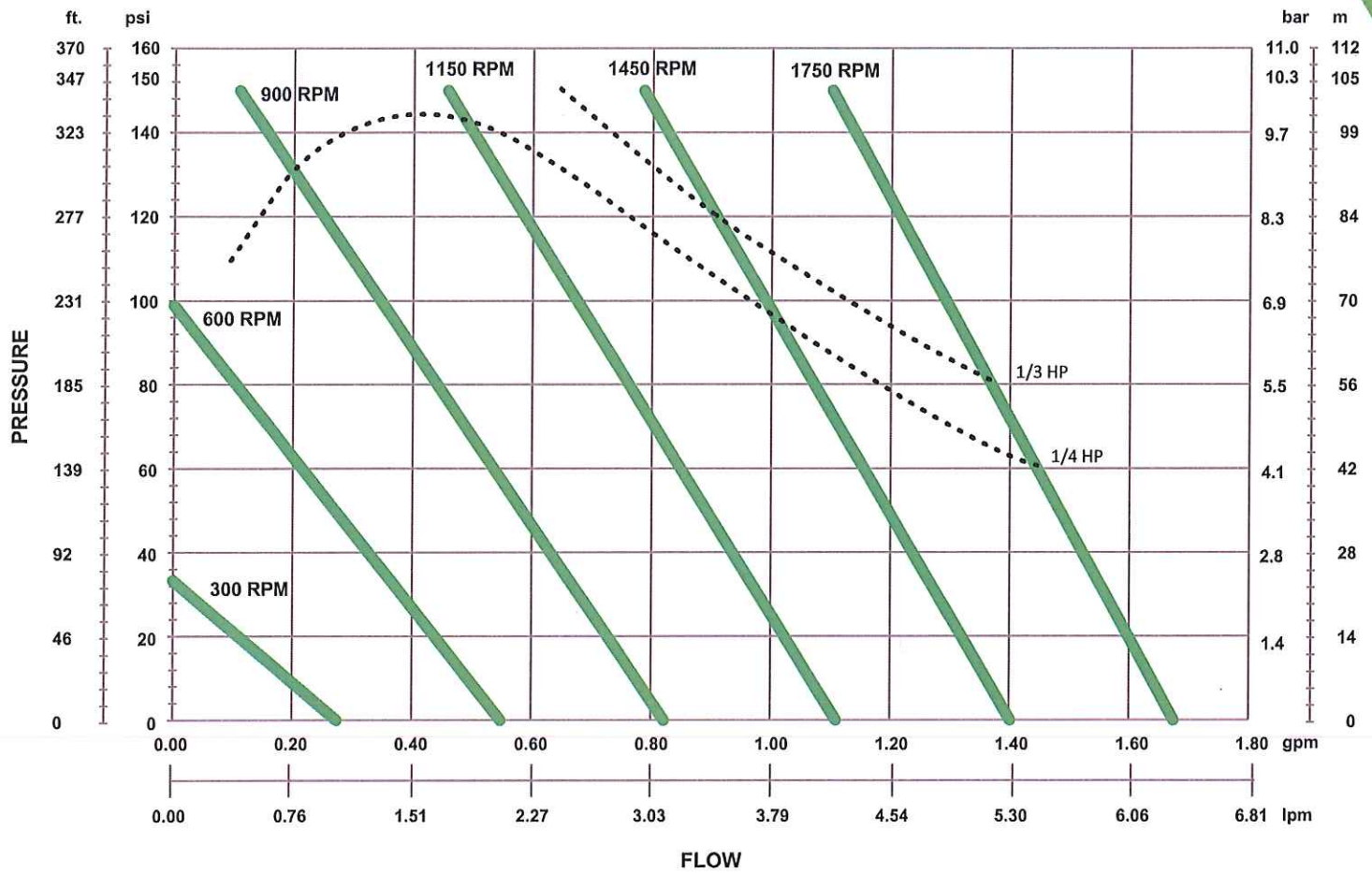


ECLIPSE[®] 05

EXTERNAL GEAR PUMP

PERFORMANCE CURVE

1 cPs, 1/2 HP / .55 kW, Specific Gravity 1.0



Pulsafeeder, Inc.
 2883 Brighton Henrietta Town Line Rd.
 Rochester, NY 14623
 Phone: +1 (585) 292-8000
 pulsa@idexcorp.com • pulsa.com

Pulsafeeder is an ISO 9001:2008 certified company.

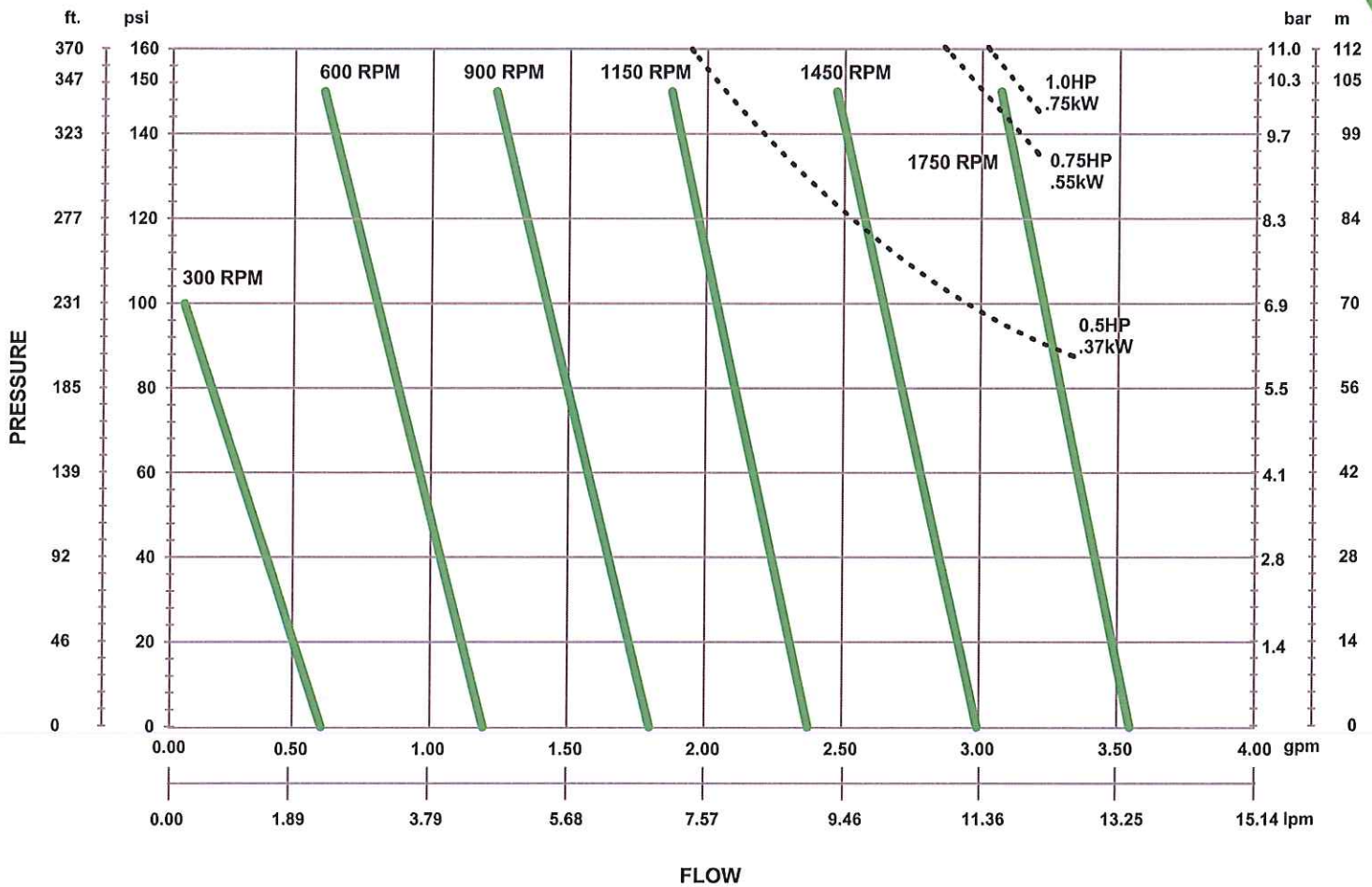


ECLIPSE® 12

EXTERNAL GEAR PUMP

PERFORMANCE CURVE

1 cPs, Specific Gravity 1.0



Pulsafeeder, Inc.
 2883 Brighton Henrietta Town Line Rd.
 Rochester, NY 14623
 Phone: +1 (585) 292-8000
 pulsa@idexcorp.com • pulsa.com

Pulsafeeder is an ISO 9001:2008 certified company.

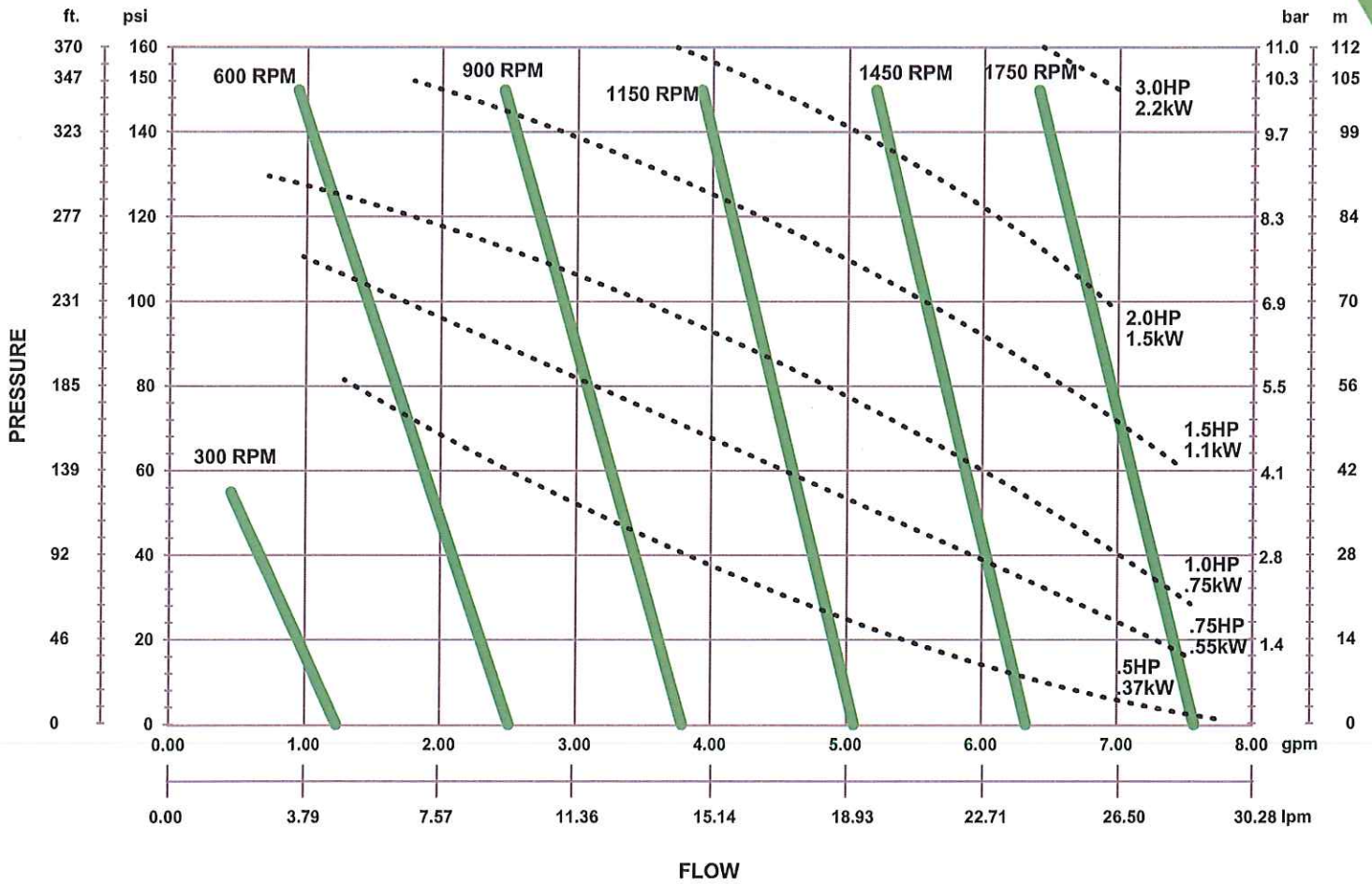


ECLIPSE[®] 25

EXTERNAL GEAR PUMP

PERFORMANCE CURVE

1 cPs, Specific Gravity 1.0



Pulsafeeder, Inc.
 2883 Brighton Henrietta Town Line Rd.
 Rochester, NY 14623
 Phone: +1 (585) 292-8000
 pulsa@idexcorp.com • pulsa.com

Pulsafeeder is an ISO 9001:2008 certified company.

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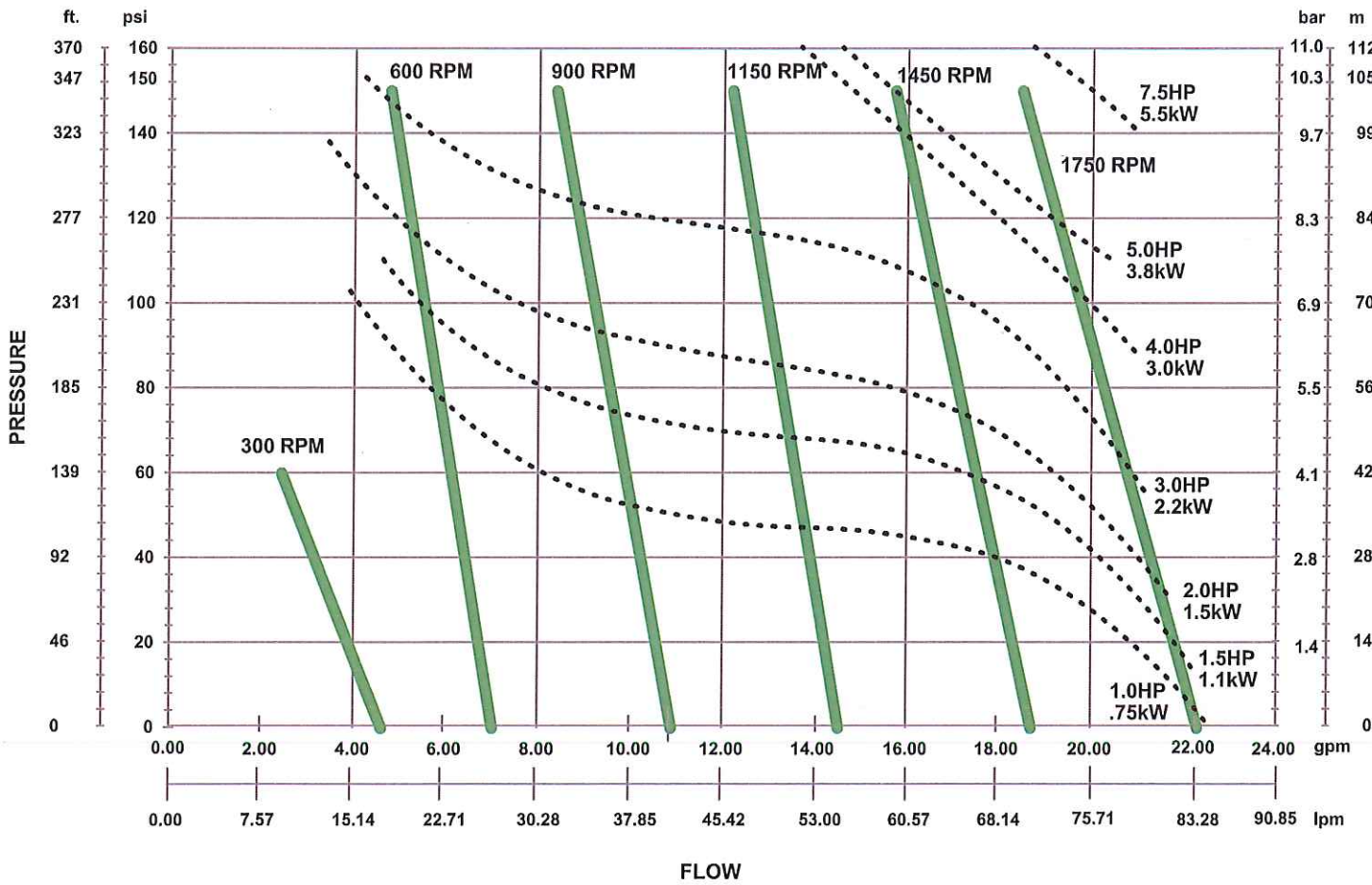


ECLIPSE® 75

EXTERNAL GEAR PUMP

PERFORMANCE CURVE

1 cPs, Specific Gravity 1.0



Pulsafeeder, Inc.
 2883 Brighton Henrietta Town Line Rd.
 Rochester, NY 14623
 Phone: +1 (585) 292-8000
 pulsa@idexcorp.com • pulsa.com

Pulsafeeder is an ISO 9001:2008 certified company.

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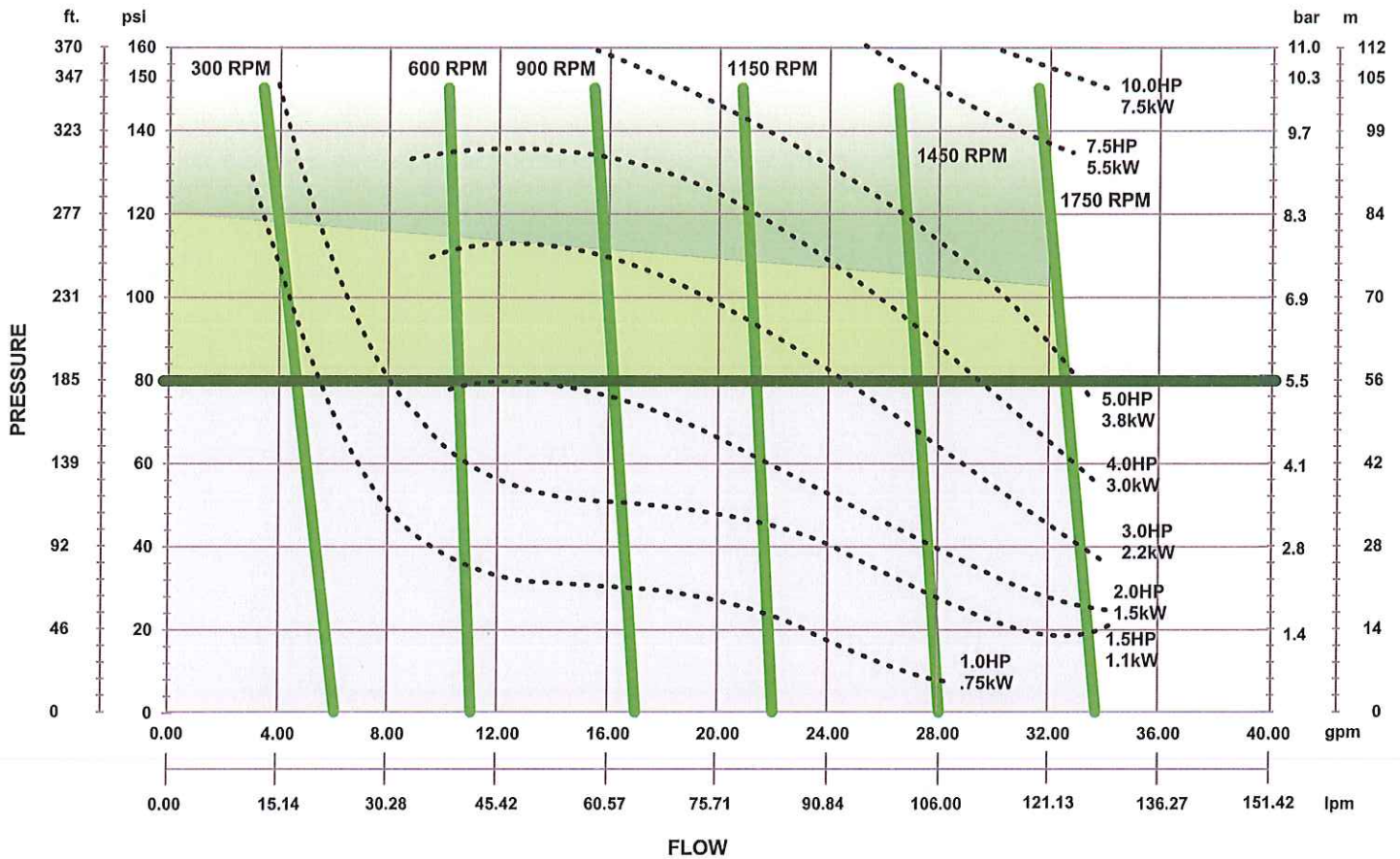


ECLIPSE[®] 125

EXTERNAL GEAR PUMP

PERFORMANCE CURVE

1 cPs, Specific Gravity 1.0



- Shaft/Gear Combinations:** Metal/Metal and Metal/PEEK
Bearings: GF-PTFE
- All Shaft/Gear Combinations:** GF-PTFE Bearing and Silicon Carbide Bearing
- All Shaft/Gear Combinations:** GF-PTFE Bearing, Carbon Bearing, Silicon Carbide Bearing

Pulsafeeder, Inc.
 2883 Brighton Henrietta Town Line Rd.
 Rochester, NY 14623
 Phone: +1 (585) 292-8000
 pulsa@idexcorp.com • pulsa.com

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Eclipse Hypopump is specifically designed to pump (meter and transfer) **sodium hypochlorite** (NaOCl). Based on the patented technology of the Eclipse, significant enhancements were made to increase the reliability and sealing capability of troublesome hypo, while offering easy, fast maintenance (only a few minutes every year or two¹). This new pump offers the highest quality, longest life and provides the lowest total cost of ownership. This pump's ability to handle entrained gases, sealless design, ease of maintenance, and long service life, make it a superior pump for use in **sodium hypochlorite** applications.

Key Features

- Eclipse technology, wetted components are completely non-metallic (not coated like others)
- Pump housings, gears and gear liner are made of engineered composites. Magnetically driven eliminating mechanical seals
- Powder coated external reinforcements ensure zero leakage, no crystallization, or emissions
- Front pull-out design makes for fast and easy maintenance, no piping or electric to disconnect
- Pre-defined KOPkits[®] allow for easy ordering and kitting of all necessary parts to bring the pump back to optimum factory performance
- Engineered PVDF composite fluoropolymer provides superior chemical resistance; titanium hardware option for the most severe applications
- Pump is bidirectional, can be run in either direction
- Modular design allows for the pump to be mounted in 45° increments (to a full 360°); vertical, horizontal, or any configuration imaginable.

1. Actual service life will depend on system conditions. Servicing and inspection can be as little as two minutes and last multiple years.

Operating Benefits

- Long life and reduced down time means less maintenance costs and more production time
- Highly reliable and accurate metering to maintain consistent flow and ensure dosing compliance
- Ability to pump gases and not become air bound
- High suction lift capability allows for a variety of application conditions and variables
- Sealless design means zero leakage and less maintenance – No dynamic seals
- Fewer number of parts makes it fast and easy to service, as little as 2 minutes
- Maintenance in place; piping and electrical remain intact during servicing, requiring less labor and improving safety
- Robust and chemical resistant



MPC VECTOR

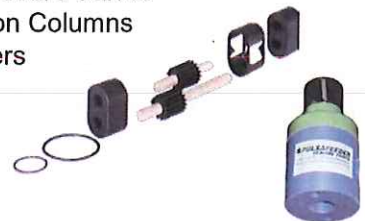


MPC Vector

The MPC Vector is a microprocessor based motor speed controller. When coupled with an Eclipse in closed loop operation (w/flowmeter & inverter duty motor), the user can achieve over 100:1 turndown. This controller has been designed for simplicity and accessibility. It has many standard features: multiple analog & digital inputs & outputs, alarms, level control, and communications. See its techsheet for all its capabilities.

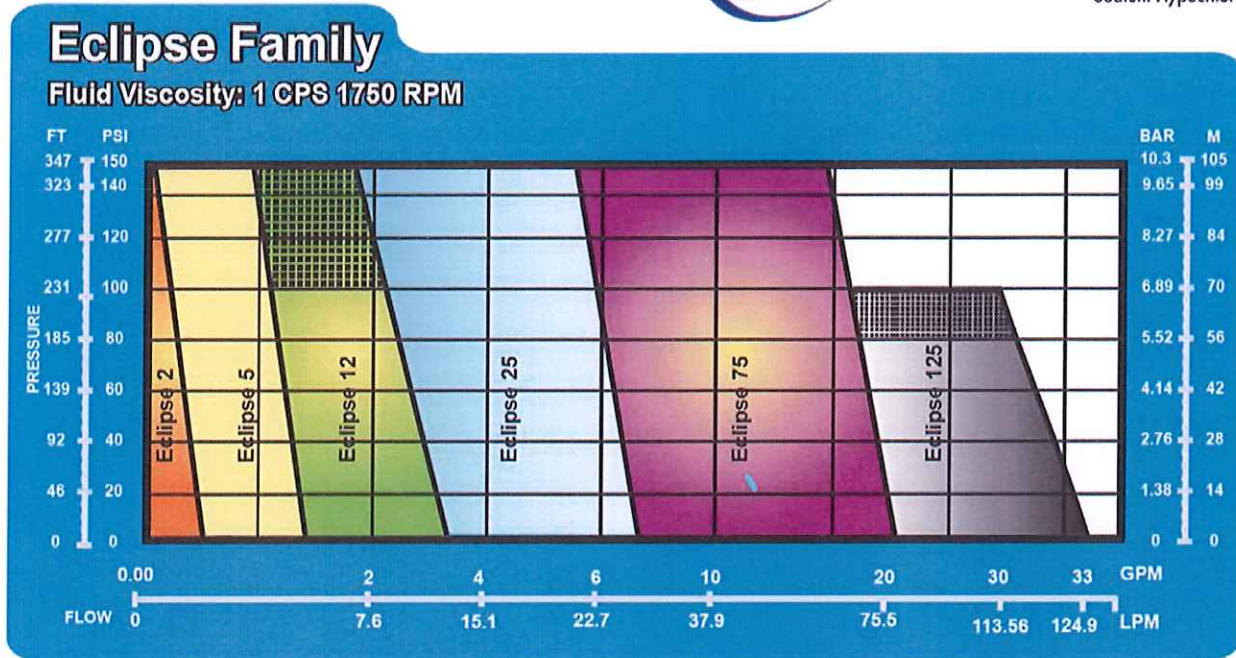
Aftermarket & Accessory Offerings

- KOPkit[®], KOPkit Lite, or KOPkit Pro
- Pressure Relief Valves
- Back Pressure Valves
- Calibration Columns
- Y-Strainers
- Gauges





Specifications and Model Selection



Engineering Data

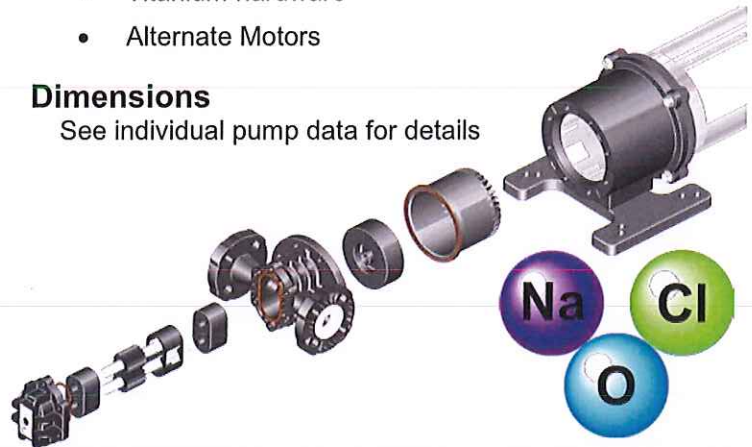
- Housings and containment can: PVDF
- Magnet : Neodymium Encapsulated Virgin ETFE
- Gears and Liners: Carbon Reinforced PTFE
- Shafts : Alumina Ceramic
- Bearings: Graphite-Impregnated Silicon-Carbide
- O-rings : FKM
- Port Size and Type: thread and flanged, varies by model (1/4" or ISO 7-1 to 1.5" ANSI 150# or DIN 32/40)
- Gear Type: External Spur Gear
- Direction of Rotation: Bi-directional
- Maximum Differential Pressure: 150 psig (10 bar)
- Maximum Allowable Working Pressure: 200 psig (14 bar)
- Maximum Speed: 1750 rpm
- Maximum Fluid Temperature: 150°F (66°C)
- Maximum Suction Lift: 29 inHg
- NPSHr: 2ft (0.6m) at 1750 RPM
- Motor Frame Sizes- NEMA: 56C to 213/215TC
- IEC: 63 to 100/112 B14 Face

Custom Engineered Designs and Options

- Chemical Feed Systems
- Special Chem-duty, wash down duty, inverter-duty, 1000:1 turndown motor with SS shafts, moisture resistant windings, and epoxy coated
- O-Rings-Perfluoroelastomer (FFKM)
- MPC Vector for speed control
- Gear Reducers
- Titanium hardware
- Alternate Motors

Dimensions

See individual pump data for details



pulsafeeder.com



2883 Brighton Henrietta Townline Road
Rochester, NY 14623
Phone: ++1 (585) 292-8000
Fax: ++1 (585) 424-5619

An ISO 9001 and ISO 14001 Certified Company



OLSON PRECAST COMPANY

2239 W. Stonehurst Dr. ♦ Rialto, CA 92377

Phone (909) 427-1138 ♦ Fax (909) 427-1810

CONTRACTORS LICENSE NO. 751277

(DIR) PUBLIC WORKS CONTRACTOR REGISTRATION NO. 1000010073

MATERIAL QUOTE

QUOTE NO. 081419H

PROJECT: SALT MITIGATION WWTP UPGRADE

DATE: 8/14/19

TIME:

CONTRACTOR: W.M. LYLES

CITY: BEAUMONT

PHONE NO.: (951) 973-7393

PAYMENT TERMS: NET 30 DAYS

QUOTED TO: JUAN

PRICE FIRM FOR:

♦PROPER ACCESS REQUIRED FOR OPC BOOM TRUCKS♦

INCLUDES: Delivery, (1) hour each to set with OPC Boom Truck (if within reach), Sales Tax is Included. Contractor to provide labor to set.

EXCLUDES: Excavation, Backfill, Shoring, Subgrade Prep, Compaction, Paving, Final Adjustment and Concrete Collars, Bond, Barricades and Traffic Control, Pumps, Dewatering, Pipe, Pipe Work, Waterstops, Sewage Bypass and Diversion, Plugs, Night Work and Plant Opening Charges, Permits, Staking, Testing, Inspections, Interior Linings, Exterior Coatings or Waterproofings, Slope in floor, Pipe Sleeves, Link Seals, Any Hardware not Specifically Mentioned, Installation of Hardware, Retention, and Anything not included in "Includes".

Olson Precast Company (OPC) respects and appreciates your business. OPC will make every effort to meet Contractors schedules but will not accept charges or penalties for delays beyond our control or from conflicting schedules. Any problem arising on the jobsite and remedied by the Contractor prior to notifying or consulting OPC Management or any of its representatives will relieve OPC of any financial responsibility.

BID ITEM	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
A	6'-0" x 5'-0" x 5'-0" DEEP PRECAST VAULT	1	\$8,367.00 each	
	INCLUDES:		Includes	
	- 36" x 36" ALUMINUM H-20 RATED (FOR INCIDENTAL TRAFFIC IN OFF-STREET LOCATIONS ONLY)		Delivery	
	SPRING ASSIST ACCESS HATCH CAST INTO PRECAST TOP SLAB			
	- PRECAST VAULT SECTION W/ STEPS			
	- PRECAST BASE SLAB			
	- JOINT SEALANT & EXTERIOR JOINT WRAP			
B	4'-0" x 4'-0" x 5'-0" DEEP PRECAST VAULT	1	\$7,375.00 each	
	INCLUDES: SAME AS BID ITEM "A"		Includes	
			Delivery	

RICH ALJIAN Cell: (909) 215-3438 E-Mail: richa@opmb.net

TOTAL QUOTE: \$

AMERICAN GRATING, LLC

Fiberglass Reinforced Plastics (FRP) Composite Gratings and Structures
 1191 Center Point Dr. • Henderson, NV 89074, USA • (702)567-0303 • (702)567-0323 FAX



QUOTE NUMBER	Q2019-383	REVISION NO. Original	QUOTED FIRM
Customer:	<u>W. M. LYLES CO.</u>	Date:	August 14, 2019
Address:	<u>2810 UNICORN ROAD</u>	Phone:	<u>661-387-1600</u>
	<u>BAKERSFIELD, CA 93308</u>	Fax:	_____
Attention:	<u>ALLEN HICKERNELL</u>		
	<i>Project:</i> <u>Ladder</u>		
	<i>Location:</i> <u>BEAUMONT, CA 92220</u>		
	<i>Specification Section (s):</i> <u>None</u>		

American Grating, LLC is a leading designer, manufacturer and fabricator of FRP gratings and structural systems. We are pleased to offer our quotation of FRP materials for the referenced project.

All material take-offs are derived from construction drawings supplied by customer.

MATERIALS of CONSTRUCTION:

Proposed **FRP Molded Gratings** are **GridWalk Type IFR Molded Gratings** as manufactured by American Grating, LLC. Type IFR is manufactured with premium isophthalic polyester resin systems and exhibit a class I flame spread rating of 25 or less when tested in accordance with ASTM E-84. Top surface of the gratings are gritted for optimal slip resistance. Color is light gray. Molded gratings included in this quotation are of the following styles: 1-1/2" deep, 1-1/2" square mesh.

Proposed **FRP Handrails** are **AmeriRail Type IFR Handrail Systems** as manufactured by American Grating, LLC. Handrails are our standard 2 rail system with kick-plate supplied at all horizontal handrail sections. Handrail posts mid rail and top rail are fabricated utilizing 2" x 3/16" square tube. AmeriRail handrails are designed and fabricated in full compliance with OSHA 1910.23. Color is safety yellow.

Proposed **FRP Structural Shapes** are **Type IFR Pultruded Structural Shapes** as manufactured by American Grating, LLC. Type IFR is manufactured with a premium isophthalic polyester resin system and exhibits a class I flame spread rating of 25 or less when tested in accordance with ASTM E-84. Color is dark gray.

Proposed **FRP Ladders** are **AmeriRail Type IFR Ladder Systems** as manufactured by American Grating, LLC. The standard AmeriRail ladder has 18" clear inside width and rungs spaced 12" on center. The ladder rails are fabricated utilizing 2"x3/16" square tube. The ladder rungs are 1-1/4" diameter splined tube. Ladders are supplied with all required walk-throughs, returns, safety cage and mounting brackets. Color is safety yellow.

Grating hold down clips and structural fasteners are 316 SS.

SCOPE OF WORK

C1S-1 - CHEMICAL STORAGE #1 STRUCTURAL PLAN AND SECTION

1 each - 2' W x 2'-6" L x 3.5' H FRP platform with 2 each - FRP access ladder, complete with FRP grating, framing and handrail.

PRICING:

Lot Price	\$1,408.00	(tax not included)
Freight	\$225.00	F.O.B. Henderson, NV
Total Bid Price	\$1,633.00	*Est. 1 LTL shipment to 92220

DELIVERY

Please allow American Grating 1-2 weeks to generate approval drawings ARO. Fabricated materials will ship approximately 6-8 weeks after return of approved drawings and based on work load at time of release.

NOTES & EXCEPTIONS:

- American Grating's standard fabrication and manufacturing tolerances are based upon the recommendations of the Fiberglass Grating Manufacturers Council and shall be:
 Structural shapes & plate = +/- 1/8"; Cut grating = + 1/8" / - 5/16".



WM Lyles
Attn: Juan Ahumada
Re: Leak Detection System

Juan,

Here is the pricing

Leak detection system probes and panel

4ea Leak detection probes	\$ 1999	\$7,996
1ea Leak detection control station	\$ 7500	\$7,500

Please issue PO to JPR Systems

Thank you

John Hamilton
909-660-1022
John.hamilton@jprsystems.com

Juan Ahumada

From: John Hamilton <john.hamilton@jprsystems.com>
Sent: Monday, August 26, 2019 7:44 AM
To: Juan Ahumada
Subject: Enduro 433

Juan

The cover with fan is \$6,600 delivery is \$700

Thank you
John Hamilton
909-660-1022

MATERIALS SUMMARY

DESCRIPTION	QTY	UOM	Unit \$	Total
Yard Chem DC pipe - concrete encased and Precast Vaults				
2.5" CPVC PIPE	420	LF	\$6.30	\$2,646.00
2.5" CPVC 90 DEG ELL LONG RADIUS	15	EA	\$82.46	\$1,236.94
2.5" CPVC CAP	6	EA	\$16.94	\$101.62
2.5" CPVC TEE	4	EA	\$21.04	\$84.16
2.5" CPVC 90 DEG ELL	2	EA	\$14.29	\$28.58
2.5" CPVC BALL VALVE	2	EA	\$512.07	\$1,024.14
2.5" CPVC FLANGE	2	EA	\$18.37	\$36.74
2.5" CPVC BLIND FLANGE	2	EA	\$24.50	\$49.00
3" CPVC PIPE	360	LF	\$7.81	\$2,812.32
3" CPVC 90 DEG ELL LONG RADIUS	8	EA	\$87.26	\$698.08
3" CPVC TEE	4	EA	\$21.04	\$84.16
3" CPVC 90 DEG ELL	2	EA	\$16.18	\$32.36
3" CPVC BALL VALVE	2	EA	\$368.35	\$736.69
3" CPVC FLANGE	2	EA	\$18.72	\$37.44
3" CPVC BLIND FLANGE	2	EA	\$30.46	\$60.92
3" CPVC CAP	6	EA	\$18.57	\$111.39
1/2" ID TYGON 2375-C TUBING	309	LF	\$5.00	\$1,545.80
1" ID TYGON 2375-C TUBING	110	LF	\$8.17	\$899.10
2.5" BNG FOR PVC	2	EA	\$145.00	\$290.00
3" BNG FOR PVC	2	EA	\$17.00	\$34.00
4'X4'X5' DEEP PRECAST VAULT	1	EA	\$7,375.00	\$7,375.00
6'X5'X5' DEEP PRECAST VAULT	1	EA	\$8,367.00	\$8,367.00
LEAK DETECTION SYSTEM MONITORING STATION - 4 PROBES	1	LS	\$15,496.00	\$15,496.00
LEAK DETECTION WIRE CONDUIT	1	LS	\$400.00	\$400.00
5" FLOOR SLEEVE X 16" LG - CS HDG	8	EA	\$150.00	\$1,200.00
FRP SUPPORTS INSIDE VAULTS W/HASTELLOY ANCHORS	8	EA	\$200.00	\$1,600.00
1-1/2" HDPE POTABLE WATER underground to eyewash	80	LF	\$0.90	\$72.00
Emergency eyewash station	1	EA	\$0.00	\$0.00
1" HDPE non potable water underground to hose station	40	LF	\$0.50	\$20.00
Yard hydrant	1	EA	\$150.00	\$150.00
Hose rack and hose	1	EA	\$0.00	\$0.00
Chemical Tank Farm - Tanks/Pump Skid/Piping				
Tank anchor bolts	28	EA	\$15.00	\$420.00
2" Expansion joints by tank supplier	6	EA		\$0.00
2" Strainer Hayward YS PVDF w/FPM seals and plastic screen	4	EA	\$2,101.52	\$8,406.08
2" Ball check PVDF Asahi w/PTFE seat and o-ring	1	EA	\$609.89	\$609.89
2" Ball valves true union PVDF Asahi type 21	3	EA	\$663.72	\$1,991.16
2" Tantalum Treated Sulfuric acid tank quick connect w/cap	1	EA	\$20.00	\$20.00
2" PVDF PIPE	50	LF	\$67.22	\$3,361.02
2.5" X 1/2" FERNCO coupling	2	EA	\$20.00	\$40.00
1/2" TUBE X 2" PVDF Transition fitting	1	EA	\$32.36	\$32.36
2" PVDF Union	1	EA	\$144.44	\$144.44
2" PVDF 90 ELL	6	EA	\$86.11	\$516.63
2" PVDF 45 ELL	1	EA	\$58.33	\$58.33
2" PVDF TEE	1	EA	\$102.08	\$102.08
2" PVDF FLANGES	7	EA	\$83.81	\$586.68
2" PVDF BNG KITS FOR SULFURIC, HASTELLOY W/EPDM	10	EA	\$150.00	\$1,500.00

2" FRP STRUT POST BASE SUPPORT X 3'-6" H & RIGID CLAMP	10	EA	\$75.00	\$750.00
2" FRP STRUT POST BASE SUPPORT X 1'-6" H & RIGID CLAMP	8	EA	\$55.00	\$440.00
1/2" HASTELLOY WEDGE ANCHORS	52	EA	\$85.00	\$4,420.00
GROUT SUPPORTS	18	EA	\$5.00	\$90.00
2" Ball check CPVC Asahi w/PTFE seat and o-ring	2	EA	\$161.55	\$323.10
2" Ball valves true union CPVC Asahi type 21	4	EA	\$127.97	\$511.87
2" Tantalum Chem tanks tank quick connect w/cap	2	EA	\$20.00	\$40.00
2" CPVC PIPE	100	LF	\$3.82	\$381.90
1/2" TUBE X 2" CPVC Transition fitting	1	EA	\$16.71	\$16.71
2" CPVC Union	1	EA	\$20.97	\$20.97
2" CPVC 90 ELL	14	EA	\$6.20	\$86.86
2" CPVC 45 ELL	2	EA	\$6.68	\$13.36
2" CPVC TEE	2	EA	\$15.00	\$30.00
2" CPVC FLANGES	12	EA	\$6.00	\$72.00
2" CPVC BNG KITS FOR SULFURIC, SST BOLTS W/EPDM	10	EA	\$40.00	\$400.00
1/2" SST WEDGE ANCHORS	20	EA	\$10.00	\$200.00
2" Strainer Hayward YS CPVC w/Viton seals and plastic screen	2	EA	\$466.55	\$933.10
1" CPVC PIPE	60	LF	\$1.63	\$97.81
2"X1" CPVC Tee	1	EA	\$15.43	\$15.43
2"X1" CPVC Reducing bushing	1	EA	\$7.13	\$7.13
1" CPVC Ball check valve ASAHI America	2	EA	\$62.57	\$125.14
1" Ball valves true union VENTED CPVC Asahi type 21	4	EA	\$82.72	\$330.88
1/2" Ball valves true union VENTED CPVC Asahi type 21	1	EA	\$61.05	\$61.05
1" CPVC Union	2	EA	\$6.14	\$12.28
1" CPVC 90 Deg ells	8	EA	\$2.13	\$17.04
1" CPVC BNG KITS FOR Sodium hypo, SST BOLTS W/EPDM	8	EA	\$40.00	\$320.00
2" CPVC BNG KITS FOR Sodium hypo, SST BOLTS W/EPDM	6	EA	\$40.00	\$240.00
VCP Enduro 433 FRP enclosure w/120 V Fan and thermostat	1	EA	\$7,300.00	\$7,300.00
3/4" FRP Panel	1	EA	\$1,700.00	\$1,700.00
FRP Double strut post bases x 3'-6" tall	3	EA	\$110.00	\$330.00
1/2" HASTELLOY WEDGE ANCHORS	18	EA	\$85.00	\$1,530.00
GROUT SUPPORTS	3	EA	\$5.00	\$15.00
3"X1" FERNCO	2	EA	\$20.00	\$40.00
1" TUBE X 1" CPVC Transition fitting	2	EA	\$8.93	\$17.86
1" CPVC Tee	1	EA	\$3.07	\$3.07
2" Ball valves true union VENTED CPVC Asahi type 21	2	EA	\$167.41	\$334.82
MBR Building - Sulfuric Acid piping				
2"X1/2" SUPER PROLINE PVDF Pipe	133	LF	\$159.40	\$21,200.00
1/2" PVDF Pipe	15	LF	\$11.04	\$165.62
2"X1/2" SUPER PROLINE PVDF Tee	2	EA	\$1,042.00	\$2,084.00
2"X1/2" SUPER PROLINE PVDF 90 Deg ells	5	EA	\$1,145.00	\$5,725.00
1/2" PVDF 90 Deg ells	2	EA	\$9.75	\$19.50
1/2" Sulfuric acid injection quill	1	EA	\$361.00	\$361.00
1/2" Air release valve PVDF [accu-vent model AV]	1	EA	\$235.60	\$235.60
2" Clear CPVC	20	LF	\$5.58	\$111.61
2X1/2" Clear CPVC reducer	1	EA	\$10.00	\$10.00
1/2" CPVC ball valve Asahi type 21	1	EA	\$36.76	\$36.76
1/2" PVDF ball valve Asahi type 21	2	EA	\$147.06	\$294.11
2"X1/2" SUPER PROLINE PVDF coupler	3	EA	\$1,031.00	\$3,093.00

MBR Building - Liquid Ammonium Sulfate Piping				
1/2" Tube x CPVC transition fitting	1	EA	\$10.00	\$10.00
1/2" CPVC Pipe	40	LF	\$0.89	\$35.46
1/2" CPVC ball valve Asahi type 21	2	EA	\$36.76	\$73.53
1/2" Air release valve CPVC [accu-vent model AV]	1	EA	\$154.53	\$154.53
1/2" CPVC 90 Deg ells	4	EA	\$1.05	\$4.20
3/8" CPVC Pipe	120	LF	\$1.21	\$145.08
3/8" CPVC Tee	1	EA	\$2.53	\$2.53
3/8" CPVC 90 deg ell	5	EA	\$2.76	\$13.78
3/8" CPVC couplings	3	EA	\$2.93	\$8.80
3/8" CPVC 45 deg ell	2	EA	\$4.10	\$8.20
3/8" CPVC ball valve Asahi type 21	1	EA	\$30.75	\$30.75
MBR Building - Anti Scalant Piping				
1/4" CPVC pipe	120	LF	\$0.87	\$104.90
1/2" CPVC ball valve Asahi type 21	1	EA	\$36.76	\$36.76
1/4" Air release valve CPVC [accu-vent model AV]	1	EA	\$150.00	\$150.00
1/2" CPVC Pipe	40	LF	\$0.89	\$35.46
1/2" CPVC 90 Deg ells	4	EA	\$1.05	\$4.20
MBR Building - Sodium Hypochlorite & Citric Acid Piping				
1" Tube x 1" CPVC transition fitting	10	EA	\$8.94	\$89.38
1" Ball valves true union VENTED CPVC Asahi type 21	3	EA	\$83.00	\$249.00
1" BNG for sodium hypo	2	EA	\$40.00	\$80.00
1" CPVC Flanges	2	EA	\$5.00	\$10.00
1/2" Air release valve CPVC [accu-vent model AV]	1	EA	\$154.53	\$154.53
1/4" Air release valve CPVC [accu-vent model AV]	1	EA	\$150.00	\$150.00
1/2" CPVC ball valve Asahi type 21	2	EA	\$36.76	\$73.53
1" CPVC Pipe	1300	LF	\$1.63	\$2,119.26
1/2" CPVC Pipe	80	LF	\$0.89	\$70.93
1/2" CPVC 90 Deg ells	8	EA	\$1.05	\$8.40
1" CPVC Tee	8	EA	\$3.07	\$24.58
1" CPVC 90 deg ells	76	EA	\$2.13	\$161.90
2" Ball valves true union VENTED CPVC Asahi type 21	2	EA	\$167.41	\$334.82
1" PRV CPVC Hayward PR series w/0-30 psi gauge - set at outlet 5 psi	1	EA	\$1,219.58	\$1,219.58
1" CPVC 45 deg ells	28	EA	\$2.95	\$82.71
1/4" CPVC Pipe	175	LF	\$0.87	\$152.99
1/4" CPVC 90 deg ell	7	EA	\$2.76	\$19.29
1/4" CPVC 45 deg ell	2	EA	\$4.10	\$8.20
1/4" CPVC Tee	1	EA	\$2.53	\$2.53
1" CPVC Couplings	30	EA	\$2.09	\$62.69
SUPPORTS				
FRP Strut support x 6" lg	6	EA	\$8.00	\$48.00
FRP Strut support x 1' lg	4	EA	\$8.00	\$32.00
FRP Strut support x 2' lg	5	EA	\$16.00	\$80.00
FRP Strut support x 2'-6" lg	42	EA	\$21.00	\$882.00
FRP Strut support x 3' lg	9	EA	\$24.00	\$216.00
FRP Strut support x 6' lg	22	EA	\$48.00	\$1,056.00
2" Polyurethane Rigid pipe clamps	36	EA	\$6.19	\$222.77
1" Polyurethane Rigid pipe clamps	253	EA	\$5.80	\$1,467.40
3/8" Polyurethane Rigid pipe clamps	35	EA	\$5.00	\$175.00
1/4" Polyurethane Rigid pipe clamps	35	EA	\$4.75	\$166.25
1/2" Polyurethane Rigid pipe clamps	20	EA	\$5.14	\$102.72

1/2" SST Wedge anchors	74	EA	\$10.00	\$740.00
Single strut channel 304 SST	40	LF	\$10.00	\$400.00
Double strut channel 304 SST	100	LF	\$20.00	\$2,000.00
Double strut channel post bases 304 SST	7	EA	\$60.00	\$420.00
5/8" SST Wedge anchors	28	EA	\$10.00	\$280.00
Grout post bases	7	EA	\$5.00	\$35.00

QUOTATION



Billing Inquiries: (951) 340-4444

Sell To:
 W M Lyles Company J
 P O Box 4377
 Attn: Karen Higham
 Fresno, CA 93744

Page: 1 of 6
 Bid Number: 6657445
 Quote Date: 08/14/2019
 Entered By: Darryl McCormick - 001
 Description: DEM-BEAUMONT CHANGE ORDER

Ship To:
 W M Lyles Company J
 14903 River Road
 Corona, CA 92880

Account Number: 079562
 Contact Name:
 Contact Phone: (951) 973-7393

Note: The following does not include Shipping & Handling, Tax, or other applicable charges.

Product #	Description/Notes	Uom	Qty	Price	Total
	NQ HAST WEDGE ANCHORS & BNG KITS				
3860.306	SS BOLT KITS FOR BLEACH 316SS FLG BOLT PACK 1" - 1.5" BOLTS = 1/2" X 2.5"	EA	10	7.0900	70.90
3867.010	VIT FLG GSK 1" 1/8" THICK, 150# FULL FACE	EA	10	7.3550	73.55
3860.307	316SS BOLT PACK FOR 2" FLG BOLTS = 5/8" X 3"LONG	EA	6	11.1975	67.19
3867.020	VIT FLG GSK 2" 1/8" THICK, 150# FULL FACE	EA	6	15.1200	90.72
3860.307	SS BOLT KITS FOR SULFURIC 316SS BOLT PACK FOR 2" FLG BOLTS = 5/8" X 3"LONG	EA	20	11.1975	223.95
3862.020	TEF AV GSK 2"	EA	20	26.5408	530.82
3860.308	BNG FOR PVC 316SS FLG BOLT PACK 2.5" - 3" BOLTS = 5/8" X 3.25"	EA	4	13.7700	55.08
	LEAK DETECTION				
3670.010	CPVC PIPE N80 1"	EA	1,360	1.6302	2,217.07
3670.005	CPVC PIPE N80 1/2"	EA	160	.8866	141.86
35540.005	SYGEF 25/50 STD PIPE 1/2" 20MM 16 BAR, 175.484.203	EA	1	165.6200	165.62
3670.002	CPVC PIPE N80 1/4"	EA	300	.8742	262.26
4000H020	CLR PVC PIPE N40 2" HARVEL 10' CLEAR CPVC N/A	EA	20	5.5803	111.61
3670.020	CPVC PIPE N80 2"	EA	100	3.8190	381.90
35540.020	SYGEF 25/50 STD PIPE 2" 63MM 16 BAR, 175.484.208	EA	4	840.2550	3,361.02
3670.025	CPVC PIPE N80 2.5"	EA	220	6.2992	1,385.82
070.161147	2-1/2"PVDF-GEN PIPE (230-PSI)	EA	13	1,092.4200	14,201.46
3670.030	CPVC PIPE N80 3"	EA	360	7.8120	2,812.32
3670.003	CPVC PIPE N80 3/8"	EA	120	1.2090	145.08
3617G010	CPVC 45 EL N80 1" S SLOANE	EA	28	2.9538	82.71

QUOTATION



Billing Inquiries: (951) 340-4444

Sell To:
 W M Lyles Company J
 P O Box 4377
 Attn: Karen Higham
 Fresno, CA 93744

Page: 2 of 6
 Bid Number: 6657445
 Quote Date: 08/14/2019
 Entered By: Darryl McCormick - 001
 Description: DEM-BEAUMONT CHANGE ORDER

Ship To:
 W M Lyles Company J
 14903 River Road
 Corona, CA 92880

Account Number: 079562
 Contact Name:
 Contact Phone: (951) 973-7393

Note: The following does not include Shipping & Handling, Tax, or other applicable charges.

Product #	Description/Notes	Uom	Qty	Price	Total
3606G010	CPVC 90 EL N80 1" S SLOANE	EA	84	2.1303	178.95
3629G010	CPVC CPLG N80 1" S SLOANE	EA	30	2.0898	62.69
3855G010	PVC VAN STONE FLG N80 1"S SLOANE	EA	2	3.7476	7.50
3601G010	CPVC TEE N80 1" S SLOANE	EA	9	3.0726	27.65
3657S010	CPVC UNION N80 1" S SPEARS 1" TUBE X 1" CPVC	EA	2	6.1404	12.28
3635G010	CPVC FEM ADPT N80 1" SXT SLOANE	EA	12	4.3794	52.55
0703.233	PVDF HOSE ADPT 3/4"MT X 1"H	EA	12	4.5485	54.58
3606G005	CPVC 90 EL N80 1/2" S SLOANE	EA	16	1.0503	16.80
33382.305	1/2" PVDF BUTT X-LEG 90 ELL	EA	2	9.7483	19.50
6033.607	MTRG PUMP INJ QUILL PVDF/CER/HAS 1/4" DISCHARGE ORIFICE	EA	1	267.7760	267.78
3629G020	1/2" TUBE X 2" CPVC CPVC CPLG N80 2" S SLOANE	EA	2	4.5792	9.16
3638G247	CPVC BUSH N80 2X1/2" SPGXT SLOAN	EA	2	8.9559	17.91
0703.120	PVDF HOSE ADPT 1/2"MT X 1/2"H	EA	2	3.1735	6.35
3296.249	1/2" TUBE X 2" PVDF SYGEF RDC BUSH 63X32MM IR/B-FUS 735.908.660	EA	1	32.3570	32.36
3296.130	SYGEF RDC BUSH 32X20MM IR/B-FUS 735.908.642	EA	1	15.7625	15.76
3359.105	SYGEF FEM ADPT 1/2" IR/BCF	EA	1	29.1590	29.16
0703.120	PVDF HOSE ADPT 1/2"MT X 1/2"H	EA	1	3.1735	3.17
3617S002	2" CPVC CPVC 45 EL N80 1/4" S SPEARS	EA	2	4.0992	8.20
3606S002	CPVC 90 EL N80 1/4" S SPEARS	EA	7	2.7552	19.29
3601S002	CPVC TEE N80 1/4" S SPEARS	EA	1	2.5340	2.53
3617G020	CPVC 45 EL N80 2" S SLOANE	EA	2	6.6798	13.36
3606G020	CPVC 90 EL N80 2" S SLOANE	EA	14	6.2046	86.86
3855G020	PVC VAN STONE FLG N80 2" S	EA	12	5.2461	62.95
3801G020	PVC TEE N80 2" S SLOANE	EA	2	7.3062	14.61
3657S020	CPVC UNION N80 2" S SPEARS	EA	1	20.9664	20.97
3637G249	CPVC BUSH N80 2X1" SPGXS SLOANE	EA	1	7.1253	7.13
3601G249	CPVC RDC TEE N80 2" X 1" S	EA	1	15.4278	15.43
/07102575604	DUO PRO PVDF X PVDF FITTINGS 1/2 X 2 DUO PRO PIPE PVDFXPVDF	EA	9	2,351.4315	21,162.88

QUOTATION



Billing Inquiries: (951) 340-4444

Page: 3 of 6
 Bid Number: 6657445
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 Entered By: Darryl McCormick - 001
 Description: DEM-BEAUMONT CHANGE ORDER

Sell To:
 W M Lyles Company J
 P O Box 4377
 Attn: Karen Higham
 Fresno, CA 93744

Ship To:
 W M Lyles Company J
 14903 River Road
 Corona, CA 92880

Account Number: 079562
 Contact Name:
 Contact Phone: (951) 973-7393

Note: The following does not include Shipping & Handling, Tax, or other applicable charges.

Product #	Description/Notes	Uom	Qty	Price	Total
/07102574889	MFG# 90806 1/2 X 2 DUOPRO PF X PF 90 ELL	EA	3	1,144.8855	3,434.66
/07102575611	MFG# 90807 1/2 X 2 DUOPRO PF X PF 45 ELL **COUPLERS N/A FOR BUTT FUSION	EA	2	1,041.5625	2,083.13
	MFG# 91317 OTHER ITEMS FOR CONSIDERATION: END TERM FITTINGS, WELDING EQUIP MINI ANNULAR MIRROR FOR WELDING LEAK DETECTION				
3294.020	SYGEF 45 EL 2" IR/B-FUS 735.158.611	EA	1	58.3310	58.33
3295.020	SYGEF 90 EL 2" IR/B-FUS 735.108.611	EA	6	86.1055	516.63
3297.020	SYGEF FLG ADPT 2" IR/B-FUS 735.798.811	EA	7	25.2070	176.45
3299.020	PVDF FLG RING SYGEF 2" (63MM) 155.701.811	EA	7	58.6040	410.23
3293.020	SYGEF TEE 2" IR/B-FUS 735.208.611	EA	1	102.0760	102.08
3291.020	SYGEF UNION 2" IR/B-FUS 735.528.611	EA	1	144.4365	144.44
3295.020	SYGEF 90 EL 2" IR/B-FUS 735.108.611	EA	5	86.1055	430.53
3296.249	SYGEF RDC BUSH 63X32MM IR/B-FUS 735.908.660	EA	5	32.3570	161.79
3296.130	SYGEF RDC BUSH 32X20MM IR/B-FUS 735.908.642	EA	5	15.7625	78.81
3296.249	SYGEF RDC BUSH 63X32MM IR/B-FUS 735.908.660	EA	3	32.3570	97.07
3296.130	SYGEF RDC BUSH 32X20MM IR/B-FUS 735.908.642	EA	3	15.7625	47.29
3293.020	SYGEF TEE 2" IR/B-FUS 735.208.611	EA	2	102.0760	204.15
3296.249	SYGEF RDC BUSH 63X32MM IR/B-FUS	EA	2	32.3570	64.71

QUOTATION



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Page: 4 of 6
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Product #	Description/Notes	Uom	Qty	Price	Total
3296.130	735.908.660 SYGEF RDC BUSH 32X20MM IR/B-FUS 735.908.642	EA	2	15.7625	31.53
3606G025	2-1/2" CPVC CPVC 90 EL N80 2.5" S SLOANE	EA	1	14.2884	14.29
3609S025	CPVC LS 90 EL N80 2.5" SPEARS	EA	7	82.4625	577.24
3653S025	CPVC BLD FLG N80 2.5" SPEARS	EA	1	24.5000	24.50
3647G025	CPVC CAP N80 2.5" S SLOANE	EA	3	16.9371	50.81
3655S025	CPVC VAN STONE FLG N80 2.5" SPEA	EA	1	18.3708	18.37
3601G025	CPVC TEE N80 2.5" S SLOANE	EA	2	21.0411	42.08
3294.025	SYGEF 45 EL 2.5" IR/B-FUS 735.158.612	EA	1	124.2995	124.30
3297.025	2.5" LS 90 2.5" BLIND FLANGE 2.5"PVDF CAP SYGEF FLG ADPT 2.5" IR/B-FUS	EA	1	62.2830	62.28
3299.025	735.798.812 PVDF FLG RING SYGEF 2.5" (75MM) 155.701.812	EA	1	71.4740	71.47
3293.025	SYGEF TEE 2.5" IR/B-FUS 735.208.612	EA	2	181.2460	362.49
2839.025	FLEX CPLG CI TO PLASTIC 2.5" CONTAINS INSERT BUSHING & CLAMPS	EA	2	10.8150	21.63
/25302573847	FERNCO 1/2" BUSHING MFG# 2.875-1.125R' CLR PVC 2 X 1/2 RDCR BSHG N/A	EA	2	9.5315	19.06
3606G030	CPVC 90 EL N80 3" S SLOANE	EA	2	16.1784	32.36
3609S030	CPVC LS 90 EL F80 3" S SPEARS	EA	8	87.2595	698.08
3653S030	CPVC BLD FLG N80 3" SPEARS	EA	2	30.4584	60.92
3647G030	CPVC CAP N80 3" S SLOANE	EA	6	18.5652	111.39
3655G030	CPVC VAN STONE FLG N80 3" SLOANE	EA	2	18.7191	37.44
3601G030	CPVC TEE N80 3" S SLOANE	EA	4	21.0411	84.16
2839.030	FLEX CPLG CI TO PLASTIC 3"	EA	2	5.9185	11.84
/25302573851	FERNCO 1" BUSHING MFG3 3.490-1.315R	EA	2	9.6305	19.26
3617S003	CPVC 45 EL N80 3/8" S SPEARS	EA	2	4.0992	8.20
3606S003	CPVC 90 EL N80 3/8" S SPEARS	EA	5	2.7552	13.78
3629S003	CPVC CPLG N80 3/8" S SPEARS	EA	3	2.9344	8.80
3601S003	CPVC TEE N80 3/8" S SPEARS	EA	1	2.5340	2.53

QUOTATION



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Page: 5 of 6
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Product #	Description/Notes	Uom	Qty	Price	Total
1956.010	FRP UNISTRUT/CLAMPS ENDURO PIPE CLAMP 1" NY HDWE	EA	253	5.6600	1,431.98
1956.005	ENDURO PIPE CLAMP 1/2" NY HDWE 1/4" PIPE CLAMPS N/A	EA	20	5.1360	102.72
1958.110	FRP VESTR SGL POST BASE	EA	18	37.1480	668.66
1956.020	ENDURO PIPE CLAMP 2" NY HDWE 3/8 PIPE CLAMPS N/A	EA	31	6.1880	191.83
1958.310	FRP VESTR DBL STRUT POST BASE STRUT SUPPORTS	EA	3	44.9040	134.71
2375.180	TYGON TUBING TYGON 2375 TUBING 3/4" X 1" HIGH-PERFORMANCE, DISPOSABLE SOLD/STOCKED/PRICED PER 50' LGTH ABOVE IN 50' COILS STANDARD 1" ID N/A	EA	3	299.7015	899.10
2375.138	TYGON 2375 TUBING 1/2" X 3/4" HIGH-PERFORMANCE, DISPOSABLE SOLD/STOCKED/PRICED PER 50' LGTH 50' COILS STANDARD	EA	6	220.8240	1,324.94
070.156773	1 CPVC/FKM T-21 BV S/T 1/8	EA	7	82.7190	579.03
5106A010	CPVC/VIT TU B CK VLV 1" SXT	EA	2	62.5695	125.14
375.153077	1" CPVC REGULATOR VLV THD FPM	EA	1	1,219.5768	1,219.58
5383.105	PVC/VIT AIR RLS VLV 1/2" T	EA	2	154.5300	309.06
5370.505	PVDF/VIT VAC BRKR 1/2" THD	EA	1	235.5975	235.60
070.156771	CPVC/VIT VENTED B VLV 1/2" SXT	EA	1	61.0545	61.05
5098A005	CPVC/VIT TU B VLV 1/2" SXT ASAHI TYPE-21 230PSI	EA	6	36.7640	220.58
5015A505	PVDF/VIT TU B VLV 1/2" B-FUS ASAHI TYPE-21 230PSI 1/4" AIR RELEASE VLV	EA	2	147.0560	294.11
5106A020	CPVC/VIT TU B CK VLV 2" SXT	EA	2	161.5495	323.10
070.158865	2 PVDF BUTT TU BALL CHECK FKM	EA	1	609.8885	609.89
5098A020	CPVC/VIT TU B VLV 2" SXT ASAHI TYPE-21 230PSI	EA	4	127.9670	511.87
5015A520	PVDF/VIT TU B VLV 2" B-FUS ASAHI ASAHI TYPE-21 230PSI	EA	3	663.7215	1,991.16
070.156776	2 CPVC/FKM T-21 BV S/T 1/8	EA	4	167.4075	669.63
5321.020	CPVC LINE STRAINER 2" S	EA	2	466.5505	933.10

QUOTATION



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Page: 6 of 6
 Bid Number: 6657445
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Product #	Description/Notes	Uom	Qty	Price	Total
5329.620	PVDF LINE STRAINER 2" FLG HAYWARD PVDF 2" N/A	EA	4	2,101.5200	8,406.08
5098A325	CPVC/VIT TU B VLV 2.5" FLG ASAHI TYPE-21 230PSI	EA	1	512.0700	512.07
5015A525	PVDF/VIT TU B VLV 2.5" B-FUS ASAHI TYPE-21 230PSI	EA	1	1,223.0595	1,223.06
5098A030	CPVC/VIT TU B VLV 3" S ASAHI TYPE-21 230PSI	EA	2	368.3470	736.69
5310S503	CPVC/VIT LAB VLV 3/8" SXS	EA	1	30.7515	30.75
1301.020	BANJO PP CAM LOCK FITTINGS Q-D MALE ADPT 2" MT PP BLK BANJO	EA	1	3.9816	3.98
1314.020	Q-D DUST CAP 2" PP BLK	EA	1	9.4458	9.45
	---- Package Subtotal:			82,887.33	

Subtotal: 82,887.33



WM Lyles
Attn: Mike Bonser
Re: PVDF Injection quill

Mike

The cost for the PVDF injection quill with 50 psi crack: \$361.00/ea

Please issue PO to JPR Systems

Thank you

John Hamilton
909-660-1022
John.hamilton@jprsystems.com



Machine and Tool Rental Rates

Ph: 818.972.5883 | Fax: 818-450-0679 | rentals@rhfs.com | akhodai@rhfs.com

Effective 04/01/2019

Machine	Daily	One Week	Two Weeks	Three Weeks	Monthly
IR225 Plus	\$ 235.00	\$ 1,434.00	\$ 2,162.00	\$ 2,821.00	\$ 3,526.00
IR110 Plus	\$ 235.00	\$ 1,132.00	\$ 1,763.00	\$ 2,243.00	\$ 3,205.00
IR63 Plus	\$ 206.00	\$ 1,093.00	\$ 1,650.00	\$ 2,165.00	\$ 2,680.00
BCF Plus	\$ 237.00	\$ 1,091.00	\$ 1,647.00	\$ 2,161.00	\$ 3,087.00
SG125	\$ 144.00	\$ 609.00	\$ 898.00	\$ 1,154.00	\$ 1,346.00
TM160	\$ 134.00	\$ 792.00	\$ 1,157.00	\$ 1,523.00	\$ 1,827.00
TM315	\$ 245.00	\$ 1,452.00	\$ 2,122.00	\$ 2,791.00	\$ 3,350.00
TM400	\$ 272.00	\$ 1,605.00	\$ 2,346.00	\$ 3,088.00	\$ 3,705.00
MSA340	\$ 42.00	\$ 219.00	\$ 295.00	\$ 418.00	\$ 589.00
MSA250 / ELECTRO+	\$ 42.00	\$ 219.00	\$ 295.00	\$ 418.00	\$ 589.00
MSE63 / MSE110	\$ 42.00	\$ 124.00	\$ 217.00	\$ 310.00	\$ 419.00
MANUAL CONTAIN IT	\$ 36.00	\$ 98.00	\$ 195.00	\$ 293.00	\$ 406.00
PNEUM. CONTAIN IT	\$ 40.00	\$ 110.00	\$ 221.00	\$ 331.00	\$ 460.00
ASAHI MINIPLAST	\$ 128.00	\$ 498.00	--	--	\$ 1,565.00
ASAHI MIXIPLAST 6	\$ 204.00	\$ 635.00	--	--	\$ 1,962.00
ASAHI SHOP 12	\$ 272.00	\$ 885.00	--	--	\$ 2,835.00
ASAHI FIELD 6	\$ 250.00	\$ 1,142.00	--	--	\$ 4,169.00
ASAHI FIELD 12	\$ 306.00	\$ 1,168.00	--	--	\$ 4,468.00
ASAHI BENCH 4	\$ 204.00	\$ 658.00	--	--	\$ 1,950.00
ASAHI SOCKET HANDHELD	\$ 42.00	\$ 124.00	\$ 217.00	\$ 310.00	\$ 419.00

Note: Other machine types and accessories are available. Please contact Ashid for availability and rates. Direct line: 818-972-5883, Cell: 818-247-8579.

The undersigned has read and agrees to the terms and conditions of this agreement and to Ryan Herco Flow Solutions' Standard Terms and Conditions.

* Customer Signature: _____ * Date: _____

* Printed Name: _____ * Estimated Return Date: _____

* Prior to return at end of rental, contact Ashid for RMA nos. and shipping instructions.

Date Out: _____ Date In: _____

* Required Information - Missing information will delay shipment.



LICENSE: CA 742112 • AZ ROC188614 • NV 0072066
DIR No. 1000004724
www.paradapainting.com

To: W M Lyles Co.
Date: 8/15/19
Attention: Juan Ahumada
Project: City of Beaumont WWTP – Salt Mitigation Upgrade
Re: Sulfuric acid area of the tank farm

Parada is submitting a quote for the above referenced project. Quote is limited to the following:

Sulfuric Acid area of Tank Farm:

Surface preparation abrasive blast per SSPC13

Coating with Sherwin Williams Vinyl ester

Prime: SW Cor Cote VEN Grey, 3-5 mils daft

Intermediate: Cor Cote VEN FF, 15-20 mils dft

Finish: Cor Cote VEN FF, 15-20 mils dft

Sulfuric acid containment coating

Quote Price: \$12,900.00 ← not included

Chemical pipe coating

Quote Price: \$12,918.00

If you have any questions, please contact me at 858-602-6037 or email davidparadajr@yahoo.com.

Sincerely,

David Parada Jr.
Superintendent

Mailing Address: 14281 Palisades Drive, Poway CA 92064
Office - Admin: (P) 951-878-7051, (F) 951-878-7052
Office - A/P: (P) 858-748-3540, (F) 858-748-3774
Estimating: (P) 858-602-6036



PACIFIC STEEL
GROUP

Contractor: WM Lyles

Date: 9/6/2019

Job Name: Salt Mitigation WWTP Upgrades

PSG Job #: L18161

Extra No.: 7c

Description: Added Material and Labor for MBR Chemical changes per combined clarifications 12 and 13.
3. Credit for labor only for MBR chemical lines routed above ground. - 6,000 Lbs.

Material:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Rebar	-	LB	\$ 0.60		\$ -
Specialty Rebar	-	LB	\$ 1.50		\$ -
Mesh	-	SQFT	\$ 0.35		\$ -
Couplers	-	Each	\$ 1.75		\$ -
Other	-	Each	\$ -		\$ -
					\$ -

Labor Impact:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Rebar	(32)	Hours	\$ 84.27		\$ (2,697.00)
Specialty Rebar	-	Hours	\$ 84.27		\$ -
Mesh	-	Hours	\$ 84.27		\$ -
Couplers	-	Hours	\$ 84.27		\$ -
Other	-	Hours	\$ 84.27		\$ -
					\$ (2,697.00)

FWA Labor:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Ironworker	-	Hours	\$ 84.27	Regular Base Pay	\$ -
Overtime	-	Hours	\$ 22.68	Premium Portion Only	\$ -
Doubletime	-	Hours	\$ 46.26	Premium Portion Only	\$ -
					\$ -

Other:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Engineering	-	Hours	\$ 70.00		\$ -
Crane	-	Hours	\$ 300.00		\$ -
Delivery	-	Each	\$ 550.00		\$ -
Other	-	Each	\$ -		\$ -
					\$ -

Sub Total = \$ (2,697.00)

Overhead & Profit @ 10% & 5% = \$ (418.00)

Sub Total = \$ (3,115.00)

Bond Fee = \$ (31.00)

Total Extra To Contract = \$ (3,146.00)



PACIFIC STEEL
GROUP

Contractor: WM Lyles

Date: 9/6/2019

Job Name: Salt Mitigation WWTP Upgrades

PSG Job #: L18161

Extra No.: 7a

Description: Added Material and Labor for MBR Chemical changes per combined clarifications 12 and 13.

1. New Chemical Storage #1 - 18,036 Lbs.

Please see attached correspondence.

Material:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Rebar	18,036	LB	\$ 0.60		\$ 10,822.00
Specialty Rebar	-	LB	\$ 1.50		\$ -
Mesh	-	SQFT	\$ 0.35		\$ -
Couplers	-	Each	\$ 1.75		\$ -
Other	-	Each	\$ -		\$ -
					\$ 10,822.00

Labor Impact:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Rebar	96	Hours	\$ 93.04		\$ 8,932.00
Specialty Rebar	-	Hours	\$ 93.04		\$ -
Mesh	-	Hours	\$ 93.04		\$ -
Couplers	-	Hours	\$ 93.04		\$ -
Other	-	Hours	\$ 93.04		\$ -
					\$ 8,932.00

FWA Labor:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Ironworker	-	Hours	\$ 93.04	Regular Base Pay	\$ -
Overtime	-	Hours	\$ 53.90	Premium Portion Only	\$ -
Doubletime	-	Hours	\$ 83.80	Premium Portion Only	\$ -
					\$ -

Other:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Engineering	12.00	Hours	\$ 85.00	Additional Detailing	\$ 840.00
Crane	-	Hours	\$ 300.00		\$ -
Delivery	1.00	Each	\$ 550.00		\$ 550.00
Other	-	Each	\$ -		\$ -
					\$ 1,390.00

Sub Total = \$ 21,144.00

Overhead & Profit @ 10% & 5% = \$ 3,277.00

Sub Total = \$ 24,421.00

Bond Fee = \$ 244.00

Total Extra To Contract = **\$ 24,665.00**



PACIFIC STEEL
GROUP

Contractor: WM Lyles

Date: 9/6/2019

Job Name: Salt Mitigation WWTP Upgrades

PSG Job #: L18161

Extra No.: 7e

Description: **Added Material and Labor for MBR Chemical changes per combined clarifications 12 and 13.**
5. Added 103 LF 2'x1' Ductbank DB206 - 750 Lbs.
Please see attached correspondence.

Material:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Rebar	750	LB	\$ 0.60		\$ 450.00
Specialty Rebar	-	LB	\$ 1.50		\$ -
Mesh	-	SQFT	\$ 0.35		\$ -
Couplers	-	Each	\$ 1.75		\$ -
Other	-	Each	\$ -		\$ -
					\$ 450.00

Labor Impact:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Rebar	8	Hours	\$ 84.27		\$ 674.00
Specialty Rebar	-	Hours	\$ 84.27		\$ -
Mesh	-	Hours	\$ 84.27		\$ -
Couplers	-	Hours	\$ 84.27		\$ -
Other	-	Hours	\$ 84.27		\$ -
					\$ 674.00

FWA Labor:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Ironworker	-	Hours	\$ 84.27	Regular Base Pay	\$ -
Overtime	-	Hours	\$ 22.68	Premium Portion Only	\$ -
Doubletime	-	Hours	\$ 46.26	Premium Portion Only	\$ -
					\$ -

Other:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Engineering	-	Hours	\$ 70.00		\$ -
Crane	-	Hours	\$ 300.00		\$ -
Delivery	-	Each	\$ 550.00		\$ -
Other	-	Each	\$ -		\$ -
					\$ -

Sub Total = \$ 1,124.00

Overhead & Profit @ 10% & 5% = \$ 174.00

Sub Total = \$ 1,298.00

Bond Fee = \$ 13.00

Total Extra To Contract = \$ 1,311.00



PACIFIC STEEL
GROUP

Contractor: WM Lyles

Date: 9/6/2019

Job Name: Salt Mitigation WWTP Upgrades

PSG Job #: L18161

Extra No.: 7b

Description: Added Material and Labor for MBR Chemical changes per combined clarification 12 and 13.

2. New concrete encased chemical lines from tank farm to the MBR Building - 2,400 Lbs.

Material:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Rebar	2,400	LB	\$ 0.60		\$ 1,440.00
Specialty Rebar	-	LB	\$ 1.50		\$ -
Mesh	-	SQFT	\$ 0.35		\$ -
Couplers	-	Each	\$ 1.75		\$ -
Other	-	Each	\$ -		\$ -
					\$ 1,440.00

Labor Impact:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Rebar	20	Hours	\$ 84.27		\$ 1,685.00
Specialty Rebar	-	Hours	\$ 84.27		\$ -
Mesh	-	Hours	\$ 84.27		\$ -
Couplers	-	Hours	\$ 84.27		\$ -
Other	-	Hours	\$ 84.27		\$ -
					\$ 1,685.00

FWA Labor:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Ironworker	-	Hours	\$ 84.27	Regular Base Pay	\$ -
Overtime	-	Hours	\$ 22.68	Premium Portion Only	\$ -
Doubletime	-	Hours	\$ 46.26	Premium Portion Only	\$ -
					\$ -

Other:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Engineering	-	Hours	\$ 70.00		\$ -
Crane	-	Hours	\$ 300.00		\$ -
Delivery	-	Each	\$ 550.00		\$ -
Other	-	Each	\$ -		\$ -
					\$ -

Sub Total = \$ 3,125.00

Overhead & Profit @ 10% & 5% = \$ 484.00

Sub Total = \$ 3,609.00

Bond Fee = \$ 36.00

Total Extra To Contract = \$ 3,645.00



PACIFIC STEEL
GROUP

Contractor: WM Lyles

Date: 9/6/2019

Job Name: Salt Mitigation WWTP Upgrades

PSG Job #: L18161

Extra No.: 12

Description: **Added Material and Labor for MBR Chemical changes per combined clarifications 12 and 13.**

4. Credit to delete Chemical Tank Slab outside the MBR Building - **3,156 Lbs.**

Material:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Rebar	(3,156)	LB	\$ 0.60		\$ (1,894.00)
Specialty Rebar	-	LB	\$ 1.50		\$ -
Mesh	-	SQFT	\$ 0.35		\$ -
Couplers	-	Each	\$ 1.75		\$ -
Other	-	Each	\$ -		\$ -
					\$ (1,894.00)

Labor Impact:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Rebar	(17)	Hours	\$ 84.27		\$ (1,433.00)
Specialty Rebar	-	Hours	\$ 84.27		\$ -
Mesh	-	Hours	\$ 84.27		\$ -
Couplers	-	Hours	\$ 84.27		\$ -
Other	-	Hours	\$ 84.27		\$ -
					\$ (1,433.00)

FWA Labor:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Ironworker	-	Hours	\$ 84.27	Regular Base Pay	\$ -
Overtime	-	Hours	\$ 22.68	Premium Portion Only	\$ -
Doubletime	-	Hours	\$ 46.26	Premium Portion Only	\$ -
					\$ -

Other:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Engineering	-	Hours	\$ 70.00		\$ -
Crane	-	Hours	\$ 300.00		\$ -
Delivery	-	Each	\$ 550.00		\$ -
Other	-	Each	\$ -		\$ -
					\$ -

Sub Total = \$ (3,327.00)

Overhead & Profit @ 10% & 5% = \$ (516.00)

Sub Total = \$ (3,843.00)

Bond Fee = \$ (38.00)

Total Extra To Contract = \$ (3,881.00)



Shop Drawing Review

		Date 7/24/2019
To: W. M. Lyle Co. Attention: Juan C. Ahumada	Project Owner City of Beaumont	
	Project Name Beaumont WWTP Expansion	
Reference Submittal 013200-7-Construction Progress Documentation-TIA #2	Construction Contract No. C18-80	
TIA #2	Specification Section 013200	

Subject submittal has been reviewed and review action is as shown below:

Submittal No.	Subject	No. of Copies	No Exception Taken	Approved as Noted	Amend and Resubmit	Rejected Resubmit
13200-7	CPM Baseline Schedule Submittal including: 1. P6 files: COB_TIA02.1, TIA02.2, TIA02.3, and TIA02.4. 2. COB Schedule Narrative_TIA02.pdf	e-files		X		

WML submitted TIA 2 showing inclement weather impact as 53 calendar days to MS01 and 52 calendar days to MS02. A summary is shown in the following table:

Milestone	Period	Calendar Day Impact	Cumulative Impact
MS01	1	-10	-10
	2	-26	-36
	3	-14	-50
	4	-3	-53
MS01	1	-14	-14
	2	-22	-36
	3	-16	-52
	4	0	-52

MWH has reviewed the TIA 2 and agrees with the methodology. However, it is necessary to include working days during some of the City holidays that WML performed work on critical path activities.

The adjusted summary table becomes as follows:

Milestone	Period	Calendar Day Impact	Cumulative Impact
MS01	1	-8	-8
	2	-26	-34
	3	-14	-48
	4	-3	-51
MS01	1	-9	-9
	2	-22	-31
	3	-16	-47
	4	0	-47

Accordingly, the approved TIA 2 resulting impact of 51 calendar days to MS01 and 47 calendar days to MS02.

This TIA review analysis is performed during four periods. In each period, we compare the milestone dates based on the approved schedule at the beginning of the period with the milestone dates of same schedule with its calendar adjusted to reflect non-working days during the inclement weather days and working days if City allowed for work during City holidays.

- Period 1:** NTP Thru January 2019: WML worked on December 26, 2018 and on January 21, 2019 which were City holidays. Accordingly and for the purpose of this TIA, these 2 days are considered working days.

▪ Baseline schedule:

COB WWTP Salt Mitigation Upgrade Project_Baseline		Global - Schedule Layout by WBS			
Activity ID	Activity Name	OD	Start	Finish	Total Float
COB WWTP Salt Mitigation Upgrade Project_Baseline Schedule		370	21-Jan-20	25-Jan-21	0
MILESTONES		370	21-Jan-20	25-Jan-21	0
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 01/21/20)	0		21-Jan-20*	0
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 01/25/21)	0		25-Jan-21*	0

- Baseline schedule with an adjusted calendar to reflect non-working days during Period 1 inclement weather days and working days during City’s holidays (COB_ES1.xer)*:

Activity ID	Activity Name	OD	Start	Finish	Total Float
COB WWTP Salt Mitigation Upgrade Project_Rain Period 1		371	29-Jan-20	03-Feb-21	-9
MILESTONES		371	29-Jan-20	03-Feb-21	-9
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 01/21/20)	0		29-Jan-20*	-8
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 01/25/21)	0		03-Feb-21*	-9

Hence, the resulting impact of rain days and mitigation working days during Period 1 is: 8 days for MS1 and 9 days for MS2.

2. **Period 2:** Inclement weather days encountered in February 2019.

Although WML worked on February 18 (a City Holiday), the work was only for non-essential work and cleanup. Accordingly and for the purpose of this TIA, this day remains a non-working day.

- January schedule update (COB_UP01.xer):

COB WWTP Salt Mitigation Upgrade Project_JAN 2019		Global - Schedule Layout by WBS			
Activity ID	Activity Name	OD	Start	Finish	Total Float
COB WWTP Salt Mitigation Upgrade Project_JAN 2019		375	13-Feb-20	22-Feb-21	-28
MILESTONES		375	13-Feb-20	22-Feb-21	-28
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 01/21/20)	0		13-Feb-20*	-23
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 01/25/21)	0		22-Feb-21*	-28

- January schedule update with an adjusted calendar to reflect non-working days during Period 2 inclement weather days (COB_ES2.xer)*:

Activity ID	Activity Name	OD	Start	Finish	Total Float
COB WWTP Salt Mitigation Upgrade Project_Rain Period 2		371	10-Mar-20	16-Mar-21	-50
MILESTONES		371	10-Mar-20	16-Mar-21	-50
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 01/21/20)	0		10-Mar-20*	-45
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 01/25/21)	0		16-Mar-21*	-50

Hence, the resulting impact of rain days and mitigation working days during Period 2 is: 26 days for MS1 and 22 days for MS2.

3. **Period 3:** Inclement weather days encountered in March 2019.

Hence, the resulting impact of rain days during Period 3 is: 14 days for MS1 and 16 days for MS2.

- February schedule update (UP02.1.xer):

Activity ID	Activity Name	OD	Start	Finish	Total Float
COB WWTP Salt Mitigation Upgrade Project_FEB 2019 R1		369	04-Mar-20	08-Mar-21	-42
MILESTONES		369	04-Mar-20	08-Mar-21	-42
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 01/21/20)	0		04-Mar-20*	-43
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 01/25/21)	0		08-Mar-21*	-42

- February schedule update with an adjusted calendar to reflect non-working days during Period 3 inclement weather days (COB_ES3.xer)*:

Activity ID	Activity Name	OD	Start	Finish	Total Float
COB WWTP Salt Mitigation Upgrade Project_Rain Period 3		371	18-Mar-20	24-Mar-21	-58
MILESTONES		371	18-Mar-20	24-Mar-21	-58
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 01/21/20)	0		18-Mar-20*	-57
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 01/25/21)	0		24-Mar-21*	-58

Hence, the resulting impact of rain days during Period 3 is: 14 days for MS1 and 16 days for MS2.

4. **Period 4:** Inclement weather days encountered in April 2019.

▪ March schedule update (COB_UP03.1.xer):

Activity ID	Activity Name	OD	Start	Finish	Total Float
COB WWTP Salt Mitigation Upgrade Project_MAR 2019		375	08-Mar-20	16-Mar-21	-31
MILESTONES		375	08-Mar-20	16-Mar-21	-31
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20)	0		08-Mar-20*	-30
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21)	0		16-Mar-21*	-31

▪ March schedule update with an adjusted calendar to reflect non-working days during Period 3 inclement weather days (COB_ES4.xer)*:

Activity ID	Activity Name	OD	Start	Finish	Total Float
COB WWTP Salt Mitigation Upgrade Project_Rain Period 4		372	09-Mar-20	16-Mar-21	-31
MILESTONES		372	09-Mar-20	16-Mar-21	-31
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20)	0		09-Mar-20*	-33
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21)	0		16-Mar-21*	-31

Hence, the resulting impact of rain days during Period 4 is: 3 days for MS1 and 0 day for MS2.

*Relevant P6 files are included with this review comments.

Corrections or comments made relative to submittals during this review do not relieve the contractor from compliance with the requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming and correlating all qualities and dimensions; selecting fabrication processes and techniques of construction; coordinating work with other trades; and performing work in a safe and satisfactory manner.

Very truly yours,

Hgg rgg#V d | h j k #

EDMOND SAYEGH, P. E.

Sr. Construction Manager



Staff Report

TO: Mayor and City Council Members

FROM: Kristine Day, Assistant City Manager

DATE: October 1, 2019

SUBJECT: Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project Status Update

Background and Analysis:

Reach 1

- The contractor continues to work three crews on pipe installation, paving, restoration, ground water assessment and boring.
- Contractor is working at nights on Live Oak Canyon Road installing bypass pumping connections.
- Contractor has encountered significant groundwater at bore crossing and Palmer. They are working with the Regional Board regarding discharge which will be implemented through a Groundwater Discharge Plan.
- Approximately 54,263 linear feet of brine line have been installed to date.
- Contractor has requested 38 inclement weather days to date.
- The three week look ahead schedule is included as an attachment to this report (Attachment A).

Reach 2

- The contractor is now working several crews in separate areas focusing on pipe installation, bore pits and paving. Specific locations can be seen on the look ahead schedule.
- Connection plans for the brine line to SAWPA and the monitoring stations have been submitted to SAWPA. They are under review.
- Approximately 37,279 linear feet of brine line have been installed to date.
- Contractor has requested 13 inclement weather days to date.
- The three week look ahead schedule is included as an attachment to this report (Attachment B).

Approved Change Orders:

CO No.	Contractor	Description	Reason for Change	Amount
1 (Potrero CO 10)	Ortiz	Brine Line Improvements (Pre-Authorized)	Addition of 12" Brine Line during construction	\$238,615.70
2 (Potrero CO 11)	Ortiz	Brine Line Improvements (Remaining Work) (Force Account)	Addition of 12" Brine Line during Construction	\$324,043.15 Not to Exceed but direct to Force Account
3	Weka, Inc.	Brine Line Improvements Potrero Boulevard - 4th Street	Addition of 12" Brine Line During Construction	\$646,482.65
4	Weka, Inc.	County of Riverside Encroachment Permit Credit	City paid fee for encroachment permit, but	(\$45,460.00)
5	Weka, Inc.	Potrero Bridge / Caltrans Right-of-Way	Brine Line Installation Requirements	\$110,394.90
6	Weka, Inc.	Changes and Modifications to Brine Line Installation on 4th Street & Potrero Rd.	Drain Installation, Add Vent Line to MH, and 4th Street Brine Line Changes	\$12,821.87
7	T.E. Roberts, Inc.	Unknown Utility Crossings and Associated Potholing	Additional Potholes Not on Plans	\$14,300.00
8	Weka, Inc.	Heartland Parkway and Potrero Boulevard Site Condition Restorations	Site Condition Changes	\$41,076.93
Brine Line Contingency		Budget Amount	Change Orders 1-8	Remaining
		\$2,600,000.00	\$1,342,275.20	\$1,257,724.80

Agency	Description	Amount
City of San Bernardino	Brine Line Encroachment Permit	\$682.50
Riverside County Tax Collection	Permit for Brine Line	\$2,000.00
Union Pacific Railroad (UPRR)	Pipeline Crossing Agreement & Encroachment Permit	\$98,655.00
San Bernardino Flood Control	Brine Line Encroachment Permit	\$9,539.00
San Bernardino Flood Control	408 Permit	\$48,500.00
City of Redlands	Plan Check Fees	\$2,500.00
City of Loma Linda	Plan Check Fee for Brine Line	\$13,000.00
SAWPA	Brine Line Encroachment Permit Deposit	\$20,000.00
County of San Bernardino	CEQA Environmental Filing Fee	\$50.00
Riverside County – Paid by Weka	Permit for Brine Line – Supplemental Inspection Fee	\$45,460.00
California Department of Fish & Wildlife	1602 Permit	\$5,145.75
State Water Resources Control Board	401 WQC	\$24,197.00
Various monitoring required by EIR	Paid Hourly	\$250,000.00
Southern California Edison	Permit	\$6,951.84
Total		\$526,681.09

The project accounting for the Brine Line Project is as follows:

Brine Line	Budget Amount	Actual	Remaining
Design	\$2,082,357.37	\$1,746,174.83	\$336,182.55
Construction Management	\$3,436,471.38	\$1,807,770.19	\$1,628,701.19
Permit	\$508,240.25	\$276,681.09	\$231,559.16
Construction	\$31,884,226.35	\$19,131,700.96	\$12,752,525.39
Contingency	\$2,600,000.00	\$1,342,275.20	\$1,257,724.80
Total	\$40,511,295.35	\$24,304,602.27	\$16,206,693.09

Wastewater Treatment Plant Expansion/Renovation Project:

- Construction work continues on the MBR/RO Startup, aeration basin formwork & Reinforcing, Electrical Building PEMB erection, MBR metals and gates, Headworks Duct Bank 104, A-Basin False Work, MBR Metal Building assembly, Fine Screens Canopy, and Recycled Water Pump Station F/R/P slab.
- Upcoming pours include duct-banks , aeration basin and aeration basin walkway

- Contractor will continue to dig/lay/backfill the 30" MBR/RO effluent line and 24" storm drain, 20" reuse water pump station effluent, and 16" reuse water effluent.
- Contractor has requested 38 inclement weather days to date and 37 days have been approved.
- The three week look ahead schedule is attached for review (Attachment C).

Approved Change Orders:

CO No.	Description	Reason for Change	Amount
1	MBR System Improvements	Enhance the performance of MBR System	\$149,741.00
2	RO System Electrical Modifications & Storm Drain System Material Change	Design & Material Updates	(\$245.00)
3	New Aeration Basin 1 through 3 Excavation	Conflict with Existing Utilities	\$19,998.00
4	Structural and Mechanical Modifications	Pre-Selected Submittals	\$57,450.64
5	Vactor Truck Dump Station Modifications	Conflict with Construction	NTE \$15,000.00
6	EDI/Fine Coarse Bubble Diffuser Equipment	Design Change	\$24,298.00
7	Various Changes – MBR/RO Structural, Site Civil & Headworks SCADA Design Modifications	Design Changes	\$59,167.49
8	Various Changes - Demolition, Piping Realignment, Material Change, and Electric Actuated Valve Voltage Change	Unforeseen Conditions and Value Engineering	\$7,942.00
WWTP Contingency	Budget Amount	Change Orders 1-8	Remaining
	\$4,000,000.00	\$333,352.13	\$3,666,647.87

WWTP	Budget Amount	Paid to Date	Remaining
Design	\$2,709,798.23	\$2,556,649.26	\$153,148.97
Construction Management	\$5,308,585.72	\$2,148,433.80	\$3,160,151.92
Equipment	\$252,906.00	\$215,793.50	\$37,112.50
Permits	\$324,776.76	\$62,498.74	\$262,278.02
Construction	\$53,910,737.00	\$18,703,626.12	\$35,207,110.88
Contingency	\$4,000,000.00	\$160,136.67	\$3,839,863.33
Total	\$66,506,803.71	\$23,847,138.09	\$42,659,665.62

Fiscal Impact:

No additional fiscal impacts beyond the project budget.

Recommendation:

1. Receive and file the project updates.



City Manager Review: Todd Parton
City Manager

Attachments:

- [Attachment A - Brine Line Reach 1 - 3 Week Schedule](#)
- [Attachment B - Brine Line Reach 2 - 3 Week Schedule](#)
- [Attachment C - WWTP - 3 Week Schedule](#)

**BEAUMONT BRINE LINE DISPOSAL - REACH 2
T.E. ROBERTS LOOK AHEAD SCHEDULE**

MONDAY 09/23/19	TUESDAY 09/24/19	WEDNESDAY 09/25/19	THURSDAY 09/26/19	FRIDAY 09/27/19	SATURDAY 09/28/19	SUNDAY 09/29/19
SAN TIMOTEO CANYON RD PIPE INSTALL CONFLICT AREA		SAN TIMOTEO CANYON RD BASE PAVING HYDRO TESTING			SAN TIMOTEO CANYON RD DEMobilIZE	
REDLANDS BLVD. PIPE INSTALL						
ANDERSON ST BORE PUSH PIPE BACKFILL RECEIVING PIT	ANDERSON ST BORE REMOVE SHORING PUSH PIPE		ANDERSON ST BORE BACKFILL PIT			
CALTRANS POTHOLING CALTRANS & VARIOUS AREAS		REDLANDS BLVD DIRECTIONAL DRILL				
MONDAY 09/30/19	TUESDAY 10/01/19	WEDNESDAY 10/02/19	THURSDAY 10/03/19	FRIDAY 10/04/19	SATURDAY 10/05/19	SUNDAY 10/06/19
REDLANDS BLVD PIPE INSTALL						
NEW JERSEY & ORANGE MOBILIZE, EXCAVATE & INSTALL PIPE						
GAGE CANAL BORE MOBILIZE EQUIPMENT		GAGE CANAL BORE PIT EXCAVATION		GSB MOBILIZE & START GAGE CANAL BORE		
MONDAY 10/07/19	TUESDAY 10/08/19	WEDNESDAY 10/09/19	THURSDAY 10/10/19	FRIDAY 10/11/19	SATURDAY 10/12/19	SUNDAY 10/13/19
REDLANDS BLVD PIPE INSTALL			NO WORK			
REDLANDS & CALIFORNIA PIPE INSTALL						
GAGE CANAL BORE OPERATIONS ONGOING						

NOTES:

Week of 9/23/19			Previous Week						Week 1						Week 2						Week 3					
Description	Activity ID	Responsibility	M	T	W	TH	F	Sa	M	T	W	TH	F	Sa	M	T	W	TH	F	Sa	M	T	W	TH	F	Sa
			9/16	9/17	9/18	9/19	9/20	9/21	9/23	9/24	9/25	9/26	9/27	9/28	9/30	10/1	10/2	10/3	10/4	10/5	10/7	10/8	10/9	10/10	10/11	10/12
Yard/Site Piping/Demo																										
Install Ductbank DB 201.1/201.2/205.1/300 (Pending SCE LayOut)	4555	Southern																								
Grade & F/R/P MV Switch Gear Pad (ON HOLD)	N/A	WML-Jaime																								
Dig/Lay/Backfill 24" Storm Drain	4160	WML-Dennis																								
16" RW Distribution Line	4165	WML-Ernesto																								
Dig/Lay/Backfill 30" Grit Effluent	4280	WML-Ernesto																								
Dig/Lay/Backfill MBR 30" Effluent	4170	WML-Ernesto																								
Install Electrical Ductbank DB-201.3 and DB-201.2 to XFMR-MB	4640	Southern																								
Install Electrical Ductbank DB-201.6 to Generator	4625	Southern																								
Install Electrical Ductbank DB-107 and DB-201.5 to XFMR-MB	4640	Southern																								
Coating AG DIP Piping	8165	Parada Painting																								
Headworks Screen																										
Duct Bank 50.1 /104	4510/4540	WML/Southern																								
Install Barscreen	6085	WML-Jaime																								
Install Washer Compactor	6090	WML-Jaime																								
Install Gates G1121 & G1123	6040	WML-Jaime																								
Grit Chamber																										
Install Gates	7105	WML-Jaime																								
Fine Screens																										
Canopy	9125	G&W																								
MBR Building																										
Metal Building Assembly	12200	G&W																								
MBR Misc Metals	12205	WML-Jaime																								
Install 5 Ton Bridge Crane	12215	OCIENG																								
MBR GateS Install	12160	WML-Jaime																								
Install Electrical Equipment	12325	WML/Southern																								
Install Metal Framing	12220	Infinity																								
RO Piping/Support Install	12345/12350/12355	WML-Martin																								
RO Equipment Anchor	12195	WML-Martin																								
Aeration Basin																										
Install RAS Piping Tank 1 & 2 / Hydrotest	11220	WML-Martin																								
F/R/S Aeration Basin Walls	11055/75/80/85	WML-Jaime																								
F/R/S Aeration Basin SOG	11040	WML-Jaime																								
Walkway Rebar/Pour	11145/11150	PSG/Jaime																								
Walkway concealed electrical conduit	11023	Southern																								
False Work	11140	Vertical Horizons																								
Recycled Water Pump Station																										
Electrical Building																										
Metal Building	20040	G&W																								
Install Electrical Equipment	20060	Southern																								
Install Electrical Control Panels	20055	Southern																								



Staff Report

TO: Mayor and City Council Members
FROM: Todd Parton, City Manager
DATE: October 1, 2019
SUBJECT: Set Date and Time for a FY2020-21 Budget Workshop

Background and Analysis:

As City staff begins to develop a budget for the Fiscal Year 2020-21, a workshop consisting of the City Council is necessary to prioritize and discuss budget goals. Staff will present data of existing financial conditions as well as forecasted trends to develop a plan for the FY2020-21 budget.

Fiscal Impact:

No fiscal impact at this time.

Recommendation:

1. Set a date and time for a workshop to discuss the FY2020-21 budget.

A handwritten signature in blue ink, appearing to be "TP", is positioned above the City Manager Review text.

City Manager Review: Todd Parton
City Manager



To: City Council
From: John O. Pinkney, City Attorney
Date: September 23, 2019
Re: Status of Pending Litigation Against City of Beaumont

Pending Litigation Against the City (does not include litigation initiated by the City)

1. ***Urban Logic v. City of Beaumont et al.***, Case No. RIC 1707201 (Pre-Trial)
2. ***Talley / Aguirre et al. v. City of Beaumont et al.***, Case No. RIC 1810937 (Pre-Trial)
3. ***Elizabeth Serrato v. City of Beaumont***, Case No. RIC 1820593 (Pre-Trial)
4. ***Angela Santa Cruz, individually and as Guardian ad litem for M.L.V., a minor v. City of Beaumont et al.***, Case No. 2:18-CV-08427 (Pre-Trial)
5. **Charles Peters dba Pioneer Mobile Village v. City of Beaumont, et. al**, Case No. RIC 1707116