



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, September 17, 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): Urban Logic v. City of Beaumont et. al., Riverside

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

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

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.

1. **Ratification of Warrants** 7 - 43
[Warrants dated September 5, 2019](#)
[Warrants dated August 29, 2019](#)
2. **Approval of Minutes** 45 - 51
[CC Minutes 09.03.19](#)

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 53 - 55

Recommended Council Action(s):

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

[Staff Report - Html](#)

[Resolution for the Declaration California Clean Air Day](#)

4. Award of Contract to Baker Electric for a Public Electric Vehicle Charging Station in a Contract Amount Not-to-Exceed \$371,800 57 - 152

Recommended Council Action(s):

1. Award a contract to Baker Electric for a public electric vehicle charging station in a contract amount not-to-exceed \$371,800, and
2. Authorize the Mayor to execute an agreement with Baker Electric in accordance with the Beaumont Municipal Code purchasing ordinance.

[Staff Report - Html](#)

[Design Build Contract- Baker](#)

5. Direction to City Staff Regarding the Acceptance of Dedication of Landscape Easement Without Compensation – Tract Map 32325, Lots 187 through 190, and Lot 193 153 - 181

Recommended Council Action(s):

Authorize City staff to negotiate with the individual property owners for the Acceptance of Dedication of Landscape Easement Without Compensation – Tract Map 32325, Lots 187 through 193, subject to the following conditions:

1. Easements are dedicated for each of the lots - Lots 187 to 193,
2. New or replacement plant materials will be selected for installation within the easements that are not expected to grow taller than the block wall at full maturity,
3. Existing trees as of the effective date of the easement will be maintained solely by the City of Beaumont,
4. City of Beaumont retains the sole right to install new or replace plant materials subject to item 2 above, and
5. Any plant materials installed by any party other than the City of Beaumont are subject for removal at the sole discretion of the City without compensation to any other party.

[Attachment A - Easement Photos](#)

[Attachment B - Tract Map No. 32325](#)

[Attachment C - Offer of Dedication](#)

[Attachment D - Letters of Request](#)

[Attachment E - Map](#)

- 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** 183 - 189
 Recommended Council Action(s):
 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.
[Cooperative Agreement](#)
- 7. Authorize Employment Contract with Finance Director** 191 - 208
 Recommended Council Action(s):
 Approve the Employment Contract with Jeffrey Mohlenkamp and authorize the City Manager to sign the agreement.
[Staff Report - Html](#)
[Draft Employment Agreement Mohlenkamp 2019](#)
[Finance Director Job Desc](#)
- 8. Approval of Attorney Invoices for the Month of August 2019.** 209 - 223
 Recommended Council Action(s):
 1. Approve invoices in the amount of \$88,944.01.
[SBEMP Invoices - August 2019](#)
- 9. Legislative Updates and Discussion** 225 - 228
[CBEAU Legislative Report](#)

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

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

Adjournment of the City Council of the September 17, 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 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



WARRANTS TO BE RATIFIED

Thursday, September 5, 2019

Printed Checks	103154-103235	\$	12,481.80	FY 18/19
		\$	843,894.61	FY 19/20
	A/P Total	<u>\$</u>	<u>856,376.41</u>	
Bank Drafts	ACH #205	\$	975,693.73	County of Riverside Fire Department
	Merchant Bankcard	\$	4,842.43	Credit Card Fees
		\$	3,111.45	Credit Card Fees
	Affant	\$	548.00	Sep-19
	Delux Buiness Systems	\$	694.53	Bank Deposit Bags
	Authnet	\$	364.20	Credit Card Fees
Payroll	Paydate 08/30/19	\$	474,528.88	

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



City of Beaumont, CA

Check Report

By Check Number

Date Range: 08/30/2019 - 09/05/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2311	SOUTHERN CALIFORNIA EDISON	09/04/2019	Regular	0.00	41.08	103154
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>75900224249</u>	Invoice	09/03/2019	STREET LIGHT INSTALLATION	0.00	41.08	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		41.08	
			STREET LIGHT INSTALLATION			
2311	SOUTHERN CALIFORNIA EDISON	09/04/2019	Regular	0.00	6,027.33	103155
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>7590226156</u>	Invoice	09/03/2019	TEMP POWER FOR 14255 POTRERO BLVD	0.00	6,027.33	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		6,027.33	
			TEMP POWER FOR 14255 POTR			
1042	ALL PURPOSE RENTALS	09/05/2019	Regular	0.00	328.24	103156
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>38640</u>	Invoice	09/05/2019	EQUIPMENT RENTALS - STREETS	0.00	72.16	
	<u>100-3250-7075-0000</u>		EQUIPMENT LEASING/RE		72.16	
			EQUIPMENT RENTALS - STREETS			
<u>38654</u>	Invoice	09/05/2019	EQUIPMENT RENTALS - STREETS	0.00	256.08	
	<u>100-3250-7075-0000</u>		EQUIPMENT LEASING/RE		256.08	
			EQUIPMENT RENTALS - STREETS			
1050	AMAZON CAPITAL SERVICES	09/05/2019	Regular	0.00	215.44	103157
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1JJ-1T1X-1GRL</u>	Invoice	09/04/2019	COMPUTER SUPPLIES/MAINT	0.00	215.44	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		215.44	
			COMPUTER SUPPLIES/MAINT			
1053	AMERICAN FORENSIC NURSES	09/05/2019	Regular	0.00	224.00	103158
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>72393</u>	Invoice	09/05/2019	American Forensic Nurses - Services	0.00	168.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		168.00	
			American Forensic Nurses - Serv			
<u>72430</u>	Invoice	09/05/2019	American Forensic Nurses - Services	0.00	56.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		56.00	
			American Forensic Nurses - Serv			
3750	ANTHONY ONODERA	09/05/2019	Regular	0.00	77.00	103159
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>9/4/19</u>	Invoice	09/04/2019	REIMBURSEMENT FOR EXPENDITURE 190	0.00	77.00	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		77.00	
			REIMBURSEMENT FOR EXPENDI			
1080	ARAMARK	09/05/2019	Regular	0.00	300.13	103160
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1613715</u>	Invoice	09/04/2019	OFFICE SUPPLIES	0.00	300.13	
	<u>100-2000-7025-0000</u>		OFFICE SUPPLIES		15.01	
	<u>100-2030-7025-0000</u>		OFFICE SUPPLIES		15.00	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		270.12	
3661	ARROWHEAD GROUP INC	09/05/2019	Regular	0.00	40.00	103161

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		
20782	Invoice	09/04/2019	CONTRACTUAL SERVICES	0.00	40.00	
	100-6050-7068-019C	CONTRACTUAL SVC IA 19	CONTRACTUAL SERVICES		40.00	
1098	AUTOMATED GATE SERVICES, INC	09/05/2019	Regular	0.00	316.00	103162
136822	Invoice	09/03/2019	BUILDING SUPPLIES/MAINT	0.00	316.00	
	100-6000-7085-6040	BLDG MAINT - POLICE DE	BUILDING SUPPLIES/MAINT		316.00	
1100	AUTOZONE	09/05/2019	Regular	0.00	1,228.33	103163
2882021710	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	304.82	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		304.82	
2882023012	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	624.93	
	750-7800-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		624.93	
2882023386	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	7.53	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		7.53	
2882023412	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	27.99	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		27.99	
2882032121	Invoice	09/05/2019	VEHICLE MAINTENANCE	0.00	54.61	
	100-2030-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		54.61	
2882032240	Credit Memo	09/04/2019	VEHICLE MAINTENANCE	0.00	-54.61	
	100-2030-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-54.61	
2882032247	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	109.22	
	100-2030-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		109.22	
2882032672	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	11.62	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		11.62	
2882032696	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	142.22	
	750-7800-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		142.22	
1005	A-Z BUS SALES, INC.	09/05/2019	Regular	0.00	289.35	103164
01P682863	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	289.35	
	750-7800-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		289.35	
1125	BEAUMONT CHAMBER	09/05/2019	Regular	0.00	3,000.00	103165
08/15/19	Invoice	09/05/2019	State of the City sponsorship	0.00	3,000.00	
	100-1200-7035-0000	LOCAL MEETINGS	State of the City sponsorship		3,000.00	
1147	BEAUMONT CHERRY VALLEY WATER DIST.	09/05/2019	Regular	0.00	96,616.75	103166

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		
9/4/19	Invoice	09/04/2019	WATER UTILITY	0.00	96,616.75	
	100-3250-7010-0000	UTILITIES	WATER UTILITY		7,729.06	
	100-3250-7010-007A	UTILITIES (IA 7A)	WATER UTILITY		2,628.44	
	100-3250-7010-007B	UTILITIES (IA 7B)	WATER UTILITY		686.63	
	100-3250-7010-008A	UTILITIES (IA 8A)	WATER UTILITY		64.66	
	100-3250-7010-008B	UTILITIES (IA 8B)	WATER UTILITY		857.21	
	100-3250-7010-010A	UTILITIES (IA 10)	WATER UTILITY		473.47	
	100-3250-7010-012A	UTILITIES (IA 12)	WATER UTILITY		258.00	
	100-3250-7010-014B	UTILITIES (IA 14B)	WATER UTILITY		1,524.57	
	100-3250-7010-014X	UTILITIES (IA 14)	WATER UTILITY		8,050.92	
	100-3250-7010-015X	UTILITIES (IA 15)	WATER UTILITY		1,136.62	
	100-3250-7010-016X	UTILITIES (IA 16)	WATER UTILITY		2,698.27	
	100-3250-7010-018X	UTILITIES (IA 18)	WATER UTILITY		1,068.67	
	100-3250-7010-019A	UTILITIES (IA 19A)	WATER UTILITY		1,650.67	
	100-3250-7010-019C	UTILITIES (IA 19C)	WATER UTILITY		103.95	
	100-3250-7010-06A1	UTILITIES (IA 6A1)	WATER UTILITY		7,532.16	
	100-6000-7010-6025	UTILITIES - CITY HALL	WATER UTILITY		1,878.34	
	100-6000-7010-6031	UTILITIES - CITY HALL BLD	WATER UTILITY		275.36	
	100-6000-7010-6032	UTILITIES - CITY HALL BLD	WATER UTILITY		370.94	
	100-6000-7010-6040	UTILITIES - POLICE DEPT	WATER UTILITY		308.22	
	100-6000-7010-6041	UTILITIES - POLICE ANNEX	WATER UTILITY		281.62	
	100-6000-7010-6045	UTILITIES - COMMUNITY	WATER UTILITY		594.15	
	100-6000-7010-6055	UTILITIES - FIRE STATION	WATER UTILITY		108.34	
	100-6050-7010-0000	UTILITIES	WATER UTILITY		1,759.74	
	100-6050-7010-003X	UTILITIES IA 3	WATER UTILITY		9,187.20	
	100-6050-7010-007A	UTILITIES IA 7A	WATER UTILITY		700.21	
	100-6050-7010-008A	UTILITIES IA 8A (SUNDAN	WATER UTILITY		11,618.23	
	100-6050-7010-008C	UTILITIES IA 8C	WATER UTILITY		25.86	
	100-6050-7010-008D	UTILITIES IA 8D	WATER UTILITY		150.78	
	100-6050-7010-008E	UTILITIES IA 8E	WATER UTILITY		75.39	
	100-6050-7010-014A	UTILITIES IA 14A (OAK VA	WATER UTILITY		463.12	
	100-6050-7010-014B	UTILITIES IA 14B	WATER UTILITY		2,469.45	
	100-6050-7010-017A	UTILITIES IA 17A (TOURN	WATER UTILITY		1,658.16	
	100-6050-7010-018X	UTILITIES IA 18	WATER UTILITY		25.86	
	100-6050-7010-019C	UTILITIES IA 19C	WATER UTILITY		672.90	
	100-6050-7010-020X	UTILITIES IA 20	WATER UTILITY		299.13	
	100-6050-7010-06A1	UTILITIES IA 6A1	WATER UTILITY		984.74	
	100-6050-7010-5050	UTILITIES, PARK (DEFORG	WATER UTILITY		1,006.73	
	100-6050-7010-5200	UTILITIES, PARK (PALMER)	WATER UTILITY		12.35	
	100-6050-7010-5250	UTILITIES, PARK (RANGAL	WATER UTILITY		866.37	
	100-6050-7010-5350	UTILITIES, PARK (SHADO	WATER UTILITY		181.02	
	100-6050-7010-5400	UTILITIES, PARK (SPORTS	WATER UTILITY		8,160.35	
	100-6050-7010-5450	UTILITIES, PARK (STETSON	WATER UTILITY		7,154.18	
	100-6050-7010-5500	UTILITIES, PARK (STEWAR	WATER UTILITY		5,211.97	
	100-6050-7010-5600	UTILITIES, PARK (TREVINO	WATER UTILITY		75.39	
	100-6050-7010-5650	UTILITIES, PARK (VETERA	WATER UTILITY		111.29	
	100-6050-7010-5700	UTILITIES, PARK (WILD FL	WATER UTILITY		2,176.41	
	700-4050-7010-0000	UTILITIES	WATER UTILITY		1,228.54	
	700-4050-7010-019C	UTILITIES (IA 19C)	WATER UTILITY		16.85	
	750-7300-7010-0000	UTILITIES	WATER UTILITY		44.26	
1127	BEAUMONT DO IT BEST HOME CENTER	09/05/2019	Regular	0.00	601.74	103167
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
475740	Invoice	09/04/2019	BUILDING MAINTENANCE	0.00	9.69	
	100-6000-7085-6040	BLDG MAINT - POLICE DE	BUILDING MAINTENANCE		9.69	
475828	Invoice	09/05/2019	DEPARTMENT SUPPLIES - STREETS	0.00	10.63	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		10.63	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
476279	Invoice 100-3250-7070-0000	09/05/2019	DEPARTMENT SUPPLIES - STREETS SPECIAL DEPT SUPPLIES	0.00	8.11	
476407	Invoice 100-3250-7070-0000	09/05/2019	DEPARTMENT SUPPLIES - STREETS SPECIAL DEPT SUPPLIES	0.00	42.65	
476425	Invoice 750-7200-7070-0000	09/04/2019	SPECIAL DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	23.75	
476535	Invoice 100-3250-7070-0000	09/05/2019	DEPARTMENT SUPPLIES - STREETS SPECIAL DEPT SUPPLIES	0.00	1.87	
476597	Invoice 100-6050-7070-0000	09/04/2019	SPECIAL DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	175.57	
476598	Invoice 100-6050-7070-0000	09/04/2019	SPECIAL DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	22.29	
476631	Invoice 100-6000-7085-6040	09/04/2019	BUILDING SUPPLIES/MAINT BLDG MAINT - POLICE DE	0.00	32.97	
476632	Invoice 100-6000-7085-0000	09/04/2019	BUILDING MAINTENANCE BUILDING SUPPLIES/MAI	0.00	48.48	
476668	Invoice 100-6000-7085-6040	09/04/2019	BUILDING SUPPLIES/MAINT BLDG MAINT - POLICE DE	0.00	19.45	
476672	Invoice 750-7200-7070-0000	09/04/2019	SPECIAL DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	49.61	
476677	Invoice 100-6000-7085-6029	09/04/2019	EQUIPMENT SUPPLIES/MAINT BLDG MAINT - CITY HALL	0.00	8.67	
476678	Invoice 100-6000-7085-6040	09/04/2019	BUILDING SUPPLIES/MAINT BLDG MAINT - POLICE DE	0.00	18.33	
476716	Invoice 100-6000-7090-6048	09/04/2019	EQUIPMENT SUPPLIES/MAINT EQUIPMENT SUPPLIES/M	0.00	6.78	
476730	Invoice 750-7200-7070-0000	09/04/2019	SPECIAL DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	29.08	
476841	Invoice 100-6000-7085-6040	09/04/2019	BUILDING SUPPLIES/MAINT BLDG MAINT - POLICE DE	0.00	9.49	
476898	Invoice 100-6000-7090-0000	09/05/2019	EQUIPMENT SUPPLIES/MAINT EQUIPMENT SUPPLIES/M	0.00	14.54	
476899	Invoice 100-6000-7085-6040	09/04/2019	BUILDING SUPPLIES/MAINT BLDG MAINT - POLICE DE	0.00	34.90	
476900	Invoice 750-7200-7090-0000	09/04/2019	EQUIPMENT SUPPLIES/MAINT EQUIPMENT SUPPLIES/M	0.00	34.88	
	Void	09/05/2019	Regular	0.00	0.00	103168
1129	BEAUMONT GLASS & DOOR	09/05/2019	Regular	0.00	392.69	103169
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
105	Invoice 100-6000-7085-6025	09/04/2019	BUILDING SUPPLIES/MAINT BLDG MAINT - CITY HALL	0.00	392.69	
1136	BEAUMONT POWER EQUIPMENT	09/05/2019	Regular	0.00	872.68	103170
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2188	Invoice 100-6050-7090-0000	09/04/2019	EQUIPMENT SUPPLIES/MAINT EQUIPMENT SUPPLIES/M	0.00	220.64	
2230	Invoice 100-6050-7090-0000	09/04/2019	EQUIPMETN SUPPLIES/MAINT EQUIPMENT SUPPLIES/M	0.00	506.37	
2231	Invoice 100-6050-7090-0000	09/04/2019	EQUIPMENT SUPPLIES/MAINT EQUIPMENT SUPPLIES/M	0.00	101.21	
2232	Invoice	09/04/2019	EQUIPMENT SUPPLIES/MAINT	0.00	10.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		10.00	
<u>2234</u>	Invoice	09/04/2019	EQUIPMENT SUPPLIES/MAINT	0.00	34.46	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		34.46	
1140	BEAUMONT SAFE & LOCK	09/05/2019	Regular	0.00	54.50	103171
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>71709</u>	Invoice	09/04/2019	SPECIAL DEPT SUPPLIES	0.00	54.50	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		54.50	
1143	BEAUMONT UNIFIED SCH DIST	09/05/2019	Regular	0.00	288.00	103172
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2019/377</u>	Invoice	06/30/2019	TRAVEL EDUCATION AND TRAINING	0.00	288.00	
	<u>100-6150-7066-0000</u>		TRAVEL, EDUCATION, TRA		288.00	
1149	BEHAVIORAL ANALYSIS TRAINING INSTITUTE	09/05/2019	Regular	0.00	481.00	103173
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9/4/19</u>	Invoice	09/04/2019	TRAVEL TRAINING AND EDUCATION	0.00	481.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		481.00	
1151	BEN CLARK	09/05/2019	Regular	0.00	224.00	103174
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>XJWC4FSS</u>	Invoice	09/04/2019	CHILD ABUSE SECUAL ASSULT OCT 7-11	0.00	224.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		224.00	
1151	BEN CLARK	09/05/2019	Regular	0.00	79.00	103175
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>Q7USATY3</u>	Invoice	09/04/2019	CRISIS INTERVENTION OCT 1-2	0.00	79.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		79.00	
1151	BEN CLARK	09/05/2019	Regular	0.00	408.00	103176
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>UV51KRXW</u>	Invoice	09/04/2019	PSP DRIVING/FORCE OPTIONS SIMULATO	0.00	408.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		408.00	
1242	CED	09/05/2019	Regular	0.00	1,559.20	103177
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0954-469900</u>	Invoice	06/30/2019	SPECIAL DEPT SUPPLIES	0.00	361.25	
	<u>100-6050-7070-5500</u>		SPEC DEPT EXP - STEWAR		361.25	
<u>0954-469914</u>	Invoice	06/30/2019	SPECIAL DEPT SUPPLIES	0.00	98.63	
	<u>100-6050-7070-5500</u>		SPEC DEPT EXP - STEWAR		98.63	
<u>0954-470016</u>	Invoice	06/30/2019	SPECIAL DEPT SUPPLIES	0.00	271.91	
	<u>100-6050-7070-06A1</u>		SPEC DEPT EXP - IA 6A1		271.91	
<u>0954-473017</u>	Invoice	08/19/2019	BUILDING MAINTENANCE	0.00	296.74	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		296.74	
<u>0954-473245</u>	Invoice	09/04/2019	BUILDING SUPPLIES/MAINT	0.00	292.22	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		292.22	
<u>0954-473387</u>	Invoice	09/04/2019	SPECIAL DEPT SUPPLIES	0.00	12.11	
	<u>100-6050-7070-06A1</u>		SPEC DEPT EXP - IA 6A1		12.11	
<u>0954-473392</u>	Invoice	09/04/2019	SPECIAL DEPT SUPPLIES	0.00	226.34	
	<u>100-6050-7070-016X</u>		SPEC DEPT EXP - IA 16		226.34	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1258	CHERRY VALLEY NURSERY	09/05/2019	Regular	0.00	5.66	103178
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
T1-0099082	Invoice	09/04/2019	SPECIAL DEPT SUPPLIES	0.00	5.66	
	100-6050-7070-014A		SPECIAL DEPT SUPPLIES		5.66	
1273	CHRISTOPHER CREWS	09/05/2019	Regular	0.00	399.26	103179
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
9/4/19	Invoice	09/04/2019	HOTEL INCREASE	0.00	399.26	
	100-2050-7066-0000		TRAVEL, EDUCATION, TRA		399.26	
1279	CIGNA HEALTH CARE	09/05/2019	Regular	0.00	51,475.98	103180
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2520237	Invoice	09/04/2019	EMP INSURANCE	0.00	51,475.98	
	100-0000-2299-0000		COBRA RECEIPTS		2,157.42	
	100-1200-6020-0000		HEALTH INSURANCE		2,286.86	
	100-1225-6020-0000		HEALTH INSURANCE		2,157.42	
	100-1550-6020-0000		HEALTH INSURANCE		1,725.94	
	100-2030-6020-0000		HEALTH INSURANCE		3,149.84	
	100-2050-6020-0000		HEALTH INSURANCE		10,614.50	
	100-2090-6020-0000		HEALTH INSURANCE		4,875.74	
	100-3100-6020-0000		HEALTH INSURANCE		2,157.42	
	100-3250-6020-0000		HEALTH INSURANCE		1,423.90	
	100-6050-6020-0000		HEALTH INSURANCE		8,888.56	
	700-4050-6020-0000		HEALTH INSURANCE		6,040.76	
	750-7000-6020-0000		HEALTH INSURANCE		2,847.80	
	750-7100-6020-0000		HEALTH INSURANCE		1,423.90	
	750-7300-6020-0000		HEALTH INSURANCE		862.96	
	750-7400-6020-0000		HEALTH INSURANCE		862.96	
1282	CINTAS CORPORATION #698	09/05/2019	Regular	0.00	101.86	103181
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
698384012	Invoice	06/30/2019	UNIFORMS	0.00	101.86	
	100-6050-7065-0000		UNIFORMS		101.86	
1285	CITY OF BANNING	09/05/2019	Regular	0.00	144.18	103182
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
74105-54930 09/	Invoice	09/05/2019	SHARED TRAFFIC SIGNAL UTILITY @ HS W	0.00	144.18	
	100-3250-7010-0000		UTILITIES		144.18	
1294	CIVICPLUS	09/05/2019	Regular	0.00	1,046.06	103183
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
190581	Invoice	08/19/2019	SOFTWARE	0.00	1,046.06	
	100-1230-7071-0000		SOFTWARE		1,046.06	
1237	DANIEL WILLIAM DOPP	09/05/2019	Regular	0.00	2,120.00	103184
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1472	Invoice	06/30/2019	CODE ENFORCEMENT	0.00	360.00	
	100-2030-7039-0000		CODE ENFORCEMENT		360.00	
1473	Invoice	09/04/2019	WEED ABATEMENT	0.00	1,760.00	
	100-2030-7039-0000		CODE ENFORCEMENT		1,760.00	
3290	DATAATEL INC	09/05/2019	Regular	0.00	3,567.23	103185

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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		
4145	Invoice 220-0000-8040-0000	06/30/2019	Police Department EQUIPMENT	Briefing Room Data Up Police Department Briefing Roo	0.00 3,567.23	3,567.23
1414	DIAMOND HILLS AUTO GROUP	09/05/2019	Regular	0.00	419.14	103186
43889	Invoice 100-2050-7037-0000	06/30/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	79.95 79.95	
650648	Invoice 750-7800-7037-0000	06/30/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	110.48 110.48	
654589	Invoice 100-2050-7037-0000	09/04/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	228.71 228.71	
1424	DIRECTV	09/05/2019	Regular	0.00	113.24	103187
36612988351	Invoice 100-6000-7010-6040	09/04/2019	TV UTILITY UTILITIES - POLICE DEPT	0.00	113.24 113.24	
1501	FAIRVIEW FORD	09/05/2019	Regular	0.00	4,858.44	103188
626988	Invoice 750-7400-7037-0000	09/04/2019	VEHICLE MAINT VEHICLE MAINTENANCE	0.00	273.19 273.19	
627286	Invoice 750-7400-7037-0000	09/04/2019	VEHICLE MAINT VEHICLE MAINTENANCE	0.00	60.38 60.38	
C56397	Invoice 100-2050-7037-0000	06/30/2019	Repair of Transmission in Unit #12-01 VEHICLE MAINTENANCE	0.00	4,524.87 4,524.87	
1509	FEDEX	09/05/2019	Regular	0.00	180.16	103189
6-716-41516	Invoice 100-2050-7025-0000	09/04/2019	OFFICE SUPPLIES OFFICE SUPPLIES	0.00	180.16 180.16	
1518	FLYERS ENERGY	09/05/2019	Regular	0.00	3,785.87	103190
CFS-2020597	Invoice 750-7100-7050-0000 750-7400-7050-0000 750-7600-7050-0000 750-7700-7050-0000	09/04/2019	FUEL CARDS FUEL FUEL FUEL FUEL	0.00	1,504.94 275.29 431.77 257.67 540.21	
CFS-2028352	Invoice 750-7100-7050-0000 750-7400-7050-0000 750-7600-7050-0000 750-7700-7050-0000	09/04/2019	FUEL CARDS FUEL FUEL FUEL FUEL	0.00	2,280.93 300.48 1,462.98 135.20 382.27	
1533	FRONTIER COMMUNICATIONS	09/05/2019	Regular	0.00	3,003.88	103191
209-042-1999-06	Invoice 100-1230-7015-6040	09/04/2019	PHONE UTILITY TELEPHONE (POLICE DPT)	0.00	279.06 279.06	
213-181-1343-03	Invoice 700-4050-7015-0000	09/04/2019	PHONE UTILITY TELEPHONE	0.00	69.47 69.47	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
323-156-8188-02	Invoice	09/04/2019	PHONE UTILITY	0.00	85.98	
	100-1230-7015-6060		TELEPHONE (4th ST YARD)		85.98	
951-769-8500-01	Invoice	09/04/2019	PHONE UTILITY	0.00	1,893.31	
	100-1230-7015-6040		TELEPHONE (POLICE DPT)		1,893.31	
951-769-8520-01	Invoice	09/04/2019	PHONE UTILITY	0.00	271.67	
	100-1230-7015-6025		TELEPHONE (CITY HALL)		271.67	
951-769-8530-06	Invoice	09/04/2019	PHONE UTILITY	0.00	256.56	
	750-7000-7015-0000		TELEPHONE		256.56	
951-769-8539-04	Invoice	09/04/2019	PHONE UTILITY	0.00	147.83	
	100-1230-7015-6045		TELEPHONE (COMM CTR)		147.83	
1553	GALLS INC.	09/05/2019	Regular	0.00	7.61	103192
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
013534184	Credit Memo	09/04/2019	UNIFORMS	0.00	-44.58	
	100-2050-7065-0000		UNIFORMS		-44.58	
BC0912108	Invoice	09/04/2019	UNIFORMS	0.00	9.78	
	100-2050-7065-0000		UNIFORMS		9.78	
BC0914546	Invoice	09/04/2019	UNIFORMS	0.00	42.41	
	100-2050-7065-0000		UNIFORMS		42.41	
1581	GOVERNMENT STAFFING SERVICES	09/05/2019	Regular	0.00	1,437.50	103193
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
129471	Invoice	09/04/2019	CONTRACTUAL SERVICES	0.00	1,437.50	
	100-6050-7068-0000		CONTRACTUAL SERVICES		1,437.50	
1624	HIGH TECH IRRIGATION, INC.	09/05/2019	Regular	0.00	877.22	103194
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
594566	Invoice	08/19/2019	SPECIAL DEPT SUPPLIES	0.00	813.92	
	100-6050-7070-5999		SPEC DEPT EXP - ALL PAR		813.92	
595985-2	Invoice	09/05/2019	SPECIAL DEPARTMENT SUPPLIES	0.00	63.30	
	100-6050-7070-0000		SPECIAL DEPT SUPPLIES		63.30	
1643	HUNTINGTON COURT REPORTERS & TRANSCR	09/05/2019	Regular	0.00	1,655.80	103195
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
39293	Invoice	09/05/2019	Transcription Services	0.00	843.60	
	100-2050-7068-0000		CONTRACTUAL SERVICES		843.60	
39363	Invoice	09/05/2019	Transcription Services	0.00	812.20	
	100-2050-7068-0000		CONTRACTUAL SERVICES		812.20	
1662	INFOSEND, INC	09/05/2019	Regular	0.00	9,873.25	103196
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
157246	Invoice	09/05/2019	Infosend - sewer billing	0.00	9,873.25	
	700-4050-7068-0000		CONTRACTUAL SERVICES		9,873.25	
3516	INLAND WATER WORKS SUPPLY CO	09/05/2019	Regular	0.00	662.66	103197
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
S1022275.001	Invoice	06/30/2019	DEPARTMENT SUPPLIES - SEWER	0.00	662.66	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		662.66	
1679	INTERWEST CONSULTING GRP, INC.	09/05/2019	Regular	0.00	2,500.00	103198

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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>52228</u>	Invoice	09/05/2019	GIS SERVICES FOR FY 18/19	0.00	2,500.00	
	<u>100-1230-7071-0000</u>		SOFTWARE		2,500.00	
3677	JONATHAN KAREEM PRATTER	09/05/2019	Regular	0.00	1,462.50	103199
<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>0000033</u>	Invoice	09/05/2019	WEED ABATEMENT	0.00	1,462.50	
	<u>100-6050-7068-020X</u>		CONTRACTUAL SVC IA 20		1,462.50	
			WEED ABATEMENT			
3036	KIMLEY-HORN AND ASSOCIATES, INC	09/05/2019	Regular	0.00	1,313.22	103200
<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>194018002-0619</u>	Invoice	06/30/2019	PENNSYLVANIA AVE WIDENING	0.00	1,313.22	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		858.88	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		454.34	
			PENNSYLVANIA AVE WIDENING			
1805	KONICA MINOLTA BUSINESS SOLUTIONS	09/05/2019	Regular	0.00	123.92	103201
<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>33917050</u>	Invoice	09/04/2019	EQUIPMENT SUPPLIES/MAINT	0.00	123.92	
	<u>100-1230-7090-6026</u>		EQUIP SUPPLIES/MAINT (49.57	
	<u>700-4050-7090-6026</u>		EQUIPMENT SUPPLIES/M		74.35	
			EQUIPMENT SUPPLIES/MAINT			
1806	KONICA MINOLTA PREMIER FINANCE	09/05/2019	Regular	0.00	1,481.92	103202
<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>392234530</u>	Invoice	08/19/2019	EQUIPMENT RENTAL	0.00	1,481.92	
	<u>100-1230-7075-6025</u>		EQUIPMENT LEASING/RE		370.48	
	<u>100-1230-7075-6040</u>		EQUIPMENT LEASING/RE		370.48	
	<u>100-1230-7075-6045</u>		EQUIPMENT LEASING/RE		370.48	
	<u>750-7000-7075-0000</u>		EQUIPMENT LEASING/RE		370.48	
			EQUIPMENT RENTAL			
3271	KS STATEBANK	09/05/2019	Regular	0.00	11,830.77	103203
<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>3353429 10/01/1</u>	Invoice	09/05/2019	VACTOR TRUCK & PATCH TRUCK	0.00	11,830.77	
	<u>100-3250-8060-0000</u>		VEHICLES		3,194.30	
	<u>710-0000-8060-0000</u>		VEHICLES		8,636.47	
			VACTOR TRUCK & PATCH TRUCK			
3603	MICHAEL BAKER INTERNATIONAL, INC	09/05/2019	Regular	0.00	3,250.00	103204
<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>1056800</u>	Invoice	09/05/2019	Design Services	0.00	3,250.00	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		3,250.00	
			Design Services for BMT Ave Re			
2619	MIKE'S TREE SERVICE	09/05/2019	Regular	0.00	25,000.00	103205
<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>2691</u>	Invoice	09/05/2019	Goods	0.00	25,000.00	
	<u>100-6050-7068-003X</u>		CONTRACTUAL SVC IA 3		25,000.00	
			Goods			
1980	MYERS TIRE SUPPLY	09/05/2019	Regular	0.00	620.91	103206
<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>91410755</u>	Invoice	06/30/2019	VEHICLE MAINTENANCE	0.00	341.13	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		341.13	
			VEHICLE MAINTENANCE			
<u>91414287</u>	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	279.78	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		279.78	
1984	NAPA AUTO PARTS	09/05/2019	Regular	0.00	672.37	103207
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
099432	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	26.93	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		26.93	
099962	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	34.47	
	750-7800-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		34.47	
100022	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	14.54	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		14.54	
100043	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	38.77	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		38.77	
100130	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	59.22	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		59.22	
100133	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	13.99	
	750-7300-7070-0000	SPECIAL DEPT SUPPLIES	VEHICLE MAINTENANCE		13.99	
100253	Invoice	09/04/2019	VEHICLE MAINT	0.00	147.21	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINT		147.21	
100273	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	28.25	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		28.25	
100301	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	14.13	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		14.13	
100309	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	5.71	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		5.71	
100375	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	6.44	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		6.44	
100639	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	92.03	
	750-7700-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		92.03	
101108	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	19.37	
	750-7900-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		19.37	
101112	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	171.31	
	750-7700-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		171.31	
2009	O'REILLY AUTO PARTS	09/05/2019	Regular	0.00	688.42	103208
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2678-203683	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	12.60	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		12.60	
2678-206098	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	13.25	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		13.25	
2678-209149	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	7.26	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		7.26	
2678-209423	Invoice	09/05/2019	VEHICLE MAINTENANCE	0.00	59.45	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		59.45	
2678-209538	Invoice	09/05/2019	VEHICLE MAINTENANCE	0.00	33.65	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		33.65	
2678-209595	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	69.62	
	100-2030-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		69.62	
2678-209671	Invoice	09/05/2019	VEHICLE MAINTENANCE	0.00	10.21	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		10.21	
2678-209833	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	64.04	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		64.04	
2678-209871	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	8.22	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	750-7300-7037-0000		VEHICLE MAINTENANCE		8.22	
2678-210693	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	63.66	
	750-7700-7037-0000		VEHICLE MAINTENANCE		63.66	
2678-210784	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	13.01	
	750-7400-7037-0000		VEHICLE MAINTENANCE		13.01	
2678-210861	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	100.83	
	750-7800-7037-0000		VEHICLE MAINTENANCE		100.83	
2678-210989	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	66.23	
	750-7400-7037-0000		VEHICLE MAINTENANCE		66.23	
2678-211043	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	8.61	
	750-7300-7037-0000		VEHICLE MAINTENANCE		8.61	
2678-211101	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	106.66	
	750-7300-7037-0000		VEHICLE MAINTENANCE		106.66	
2678-211135	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	13.25	
	750-7400-7037-0000		VEHICLE MAINTENANCE		13.25	
2678-211260	Invoice	09/05/2019	VEHICLE MAINTENANCE	0.00	6.31	
	100-2030-7037-0000		VEHICLE MAINTENANCE		6.31	
2678-211479	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	13.25	
	750-7400-7037-0000		VEHICLE MAINTENANCE		13.25	
2678-211522	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	18.31	
	750-7300-7037-0000		VEHICLE MAINTENANCE		18.31	
	Void	09/05/2019	Regular	0.00	0.00	103209
3100	ORTIZ ENTERPRISES INC	09/05/2019	Regular	0.00	590,567.12	103210
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
18	Invoice	09/05/2019	SR-60 POTRERO BLVD INTERCHANGE PRO	0.00	590,567.12	
	500-0000-8030-0000		INFRASTRUCTURE IMPRO		432,684.50	
	500-0000-8030-0000		INFRASTRUCTURE IMPRO		157,882.62	
2026	PACIFIC ALARM SERVICE	09/05/2019	Regular	0.00	988.35	103211
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
R 149620	Invoice	09/04/2019	SECURITY SERVICES	0.00	60.25	
	100-6000-7087-6026		SECURITY- CITY HALL BLD		60.25	
R 149621	Invoice	09/04/2019	SECURITY SERVICES	0.00	179.55	
	700-4050-7087-007A		SECURITY SERVICES		179.55	
R 149623	Invoice	09/04/2019	SECURITY SERVICES	0.00	163.50	
	700-4050-7087-005X		SECURITY SERVICES		163.50	
R 149624	Invoice	09/04/2019	SECURITY SERVICES	0.00	113.25	
	100-6000-7087-6040		SECURITY - POLICE DEPT		113.25	
R 149625	Invoice	09/04/2019	SECURITY SERVICES	0.00	58.25	
	100-6000-7087-6040		SECURITY - POLICE DEPT		58.25	
R 149628	Invoice	09/04/2019	SECURITY SERVICES	0.00	138.00	
	700-4050-7087-005X		SECURITY SERVICES		138.00	
R 150010	Invoice	09/04/2019	SECURITY SERVICES	0.00	158.40	
	100-6000-7087-6025		SECURITY - CITY HALL		158.40	
R 150013	Invoice	09/04/2019	SECURITY SERVICES	0.00	61.50	
	750-7300-7087-0000		SECURITY SERVICES		61.50	
R 150014	Invoice	09/04/2019	SECURITY SERVICES	0.00	55.65	
	750-7000-7087-0000		SECURITY SERVICES		55.65	
2039	PARKHOUSE TIRE, INC.	09/05/2019	Regular	0.00	1,869.53	103212

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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		
2030180266	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	570.92	
	100-2050-7037-0000		VEHICLE MAINTENANCE		570.92	
2030180268	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	271.58	
	100-2050-7037-0000		VEHICLE MAINTENANCE		271.58	
2030180269	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	249.88	
	100-2050-7037-0000		VEHICLE MAINTENANCE		249.88	
2030180270	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	253.48	
	750-7600-7037-0000		VEHICLE MAINTENANCE		253.48	
2030180271	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	523.67	
	750-7700-7037-0000		VEHICLE MAINTENANCE		523.67	
2078	PRO RISE GARAGE DOOR CO	09/05/2019	Regular	0.00	85.00	103213
00020565	Invoice	09/04/2019	BUILDING SUPPLIES/MAINT	0.00	85.00	
	100-6000-7085-6055		BLDG MAINT- FIRE STATIO		85.00	
3552	PROPS AV, LLC	09/05/2019	Regular	0.00	150.00	103214
INV-02193	Invoice	09/04/2019	EQUIPMENT RENTAL	0.00	150.00	
	100-1230-7075-0000		EQUIPMENT LEASING/RE		150.00	
3652	PRUDENTIAL OVERALL SUPPLY	09/05/2019	Regular	0.00	2,597.46	103215
22833088	Invoice	09/05/2019	Prudential Uniforms	0.00	155.11	
	750-7100-7065-0000		UNIFORMS		19.99	
	750-7400-7065-0000		UNIFORMS		30.23	
	750-7600-7065-0000		UNIFORMS		32.06	
	750-7700-7065-0000		UNIFORMS		26.15	
	750-7800-7065-0000		UNIFORMS		23.17	
	750-7900-7065-0000		UNIFORMS		23.51	
22833089	Invoice	09/05/2019	Prudential Uniforms	0.00	63.30	
	700-4050-7065-0000		UNIFORMS		63.30	
22833090	Invoice	09/05/2019	Prudential Uniforms	0.00	54.20	
	750-7300-7065-0000		UNIFORMS		54.20	
22833091	Invoice	09/05/2019	Prudential Uniforms	0.00	68.75	
	100-3250-7065-0000		UNIFORMS		68.75	
22833092	Invoice	09/05/2019	Prudential Uniforms	0.00	93.31	
	100-6050-7065-0000		UNIFORMS		93.31	
22836876	Invoice	09/05/2019	Prudential Uniforms	0.00	111.62	
	750-7100-7065-0000		UNIFORMS		12.65	
	750-7400-7065-0000		UNIFORMS		20.44	
	750-7600-7065-0000		UNIFORMS		24.74	
	750-7700-7065-0000		UNIFORMS		18.81	
	750-7800-7065-0000		UNIFORMS		18.81	
	750-7900-7065-0000		UNIFORMS		16.17	
22836877	Invoice	09/05/2019	Prudential Uniforms	0.00	66.28	
	700-4050-7065-0000		UNIFORMS		66.28	
22836879	Invoice	09/05/2019	Prudential Uniforms	0.00	54.20	
	750-7300-7065-0000		UNIFORMS		54.20	
22836881	Invoice	09/05/2019	Prudential Uniforms	0.00	68.75	
	100-3250-7065-0000		UNIFORMS		68.75	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
22836882	Invoice	09/05/2019	Prudential Uniforms	0.00	93.31	
	100-6050-7065-0000		UNIFORMS		93.31	
22840302	Invoice	09/05/2019	Prudential Uniforms	0.00	119.31	
	750-7100-7065-0000		UNIFORMS		13.94	
	750-7400-7065-0000		UNIFORMS		21.73	
	750-7600-7065-0000		UNIFORMS		25.98	
	750-7700-7065-0000		UNIFORMS		20.10	
	750-7800-7065-0000		UNIFORMS		20.10	
	750-7900-7065-0000		UNIFORMS		17.46	
22840303	Invoice	09/05/2019	Prudential Uniforms	0.00	66.28	
	700-4050-7065-0000		UNIFORMS		66.28	
22840304	Invoice	09/05/2019	Prudential Uniforms	0.00	54.20	
	750-7300-7065-0000		UNIFORMS		54.20	
22840305	Invoice	09/05/2019	Prudential Uniforms	0.00	65.77	
	100-3250-7065-0000		UNIFORMS		65.77	
22840306	Invoice	09/05/2019	Prudential Uniforms	0.00	92.40	
	100-6050-7065-0000		UNIFORMS		92.40	
22843916	Invoice	09/05/2019	Prudential Uniforms	0.00	121.41	
	750-7100-7065-0000		UNIFORMS		11.27	
	750-7400-7065-0000		UNIFORMS		27.43	
	750-7600-7065-0000		UNIFORMS		25.77	
	750-7700-7065-0000		UNIFORMS		19.86	
	750-7800-7065-0000		UNIFORMS		19.86	
	750-7900-7065-0000		UNIFORMS		17.22	
22843918	Invoice	09/05/2019	Prudential Uniforms	0.00	422.24	
	700-4050-7065-0000		UNIFORMS		422.24	
22843920	Invoice	09/05/2019	Prudential Uniforms	0.00	54.20	
	750-7300-7065-0000		UNIFORMS		54.20	
22843921	Invoice	09/05/2019	Prudential Uniforms	0.00	68.75	
	100-3250-7065-0000		UNIFORMS		68.75	
22843923	Invoice	09/05/2019	Prudential Uniforms	0.00	96.83	
	100-3250-7065-0000		UNIFORMS		96.83	
22847524	Invoice	09/05/2019	Prudential Uniforms	0.00	124.70	
	750-7100-7065-0000		UNIFORMS		13.88	
	750-7400-7065-0000		UNIFORMS		27.39	
	750-7600-7065-0000		UNIFORMS		25.95	
	750-7700-7065-0000		UNIFORMS		20.04	
	750-7800-7065-0000		UNIFORMS		20.04	
	750-7900-7065-0000		UNIFORMS		17.40	
22847526	Invoice	09/05/2019	Prudential Uniforms	0.00	60.94	
	700-4050-7065-0000		UNIFORMS		60.94	
22847529	Invoice	09/05/2019	Prudential Uniforms	0.00	54.20	
	750-7300-7065-0000		UNIFORMS		54.20	
22847532	Invoice	09/05/2019	Prudential Uniforms	0.00	96.83	
	100-6050-7065-0000		UNIFORMS		96.83	
22851313	Invoice	09/05/2019	Prudential Uniforms	0.00	119.54	
	750-7100-7065-0000		UNIFORMS		13.48	
	750-7400-7065-0000		UNIFORMS		24.26	
	750-7600-7065-0000		UNIFORMS		25.52	
	750-7700-7065-0000		UNIFORMS		19.64	
	750-7800-7065-0000		UNIFORMS		19.64	
	750-7900-7065-0000		UNIFORMS		17.00	
22851315	Invoice	09/05/2019	Prudential Uniforms	0.00	54.20	
	750-7300-7065-0000		UNIFORMS		54.20	
22851317	Invoice	09/05/2019	Prudential Uniforms	0.00	96.83	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-6050-7065-0000	UNIFORMS	UNIFORM MAINTENANCE		96.83	
2098	**Void** QUILL CORPORATON	09/05/2019 09/05/2019	Regular Regular	0.00 0.00	0.00 214.80	103216 103217
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
9484033	Invoice	09/04/2019	OFFICE SUPPLIES	0.00	176.02	
	750-7000-7025-0000		OFFICE SUPPLIES		122.08	
	750-7300-7025-0000		OFFICE SUPPLIES		53.94	
9487512	Invoice	09/04/2019	OFFICE SUPPLIES	0.00	38.78	
	750-7000-7025-0000		OFFICE SUPPLIES		38.78	
2126	REDLANDS FORD	09/05/2019	Regular	0.00	78.66	103218
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
5159142	Invoice	09/04/2019	VEHICLE MAINTENANCE	0.00	78.66	
	100-2050-7037-0000		VEHICLE MAINTENANCE		78.66	
3421	REDLANDS-YUCAIPA RENTALS, INC.	09/05/2019	Regular	0.00	848.76	103219
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
348248	Invoice	09/04/2019	EQUIPMENT RENTAL	0.00	848.76	
	100-6050-7075-003X		EQUIPMENT LEASING/RE		848.76	
3278	ROGELIO DELGADILLO	09/05/2019	Regular	0.00	1,129.00	103220
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
014	Invoice	09/04/2019	WEED ABATEMENT	0.00	604.00	
	100-2030-7039-0000		CODE ENFORCEMENT		604.00	
015	Invoice	09/04/2019	WEED ABATEMENT	0.00	525.00	
	100-0000-2026-0000		ACCOUNTS PAYABLE SUSP		525.00	
2237	SAN DIEGO REGIONAL TRAINING CENTER	09/05/2019	Regular	0.00	576.00	103221
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
46393	Invoice	09/04/2019	MGMT AND SUPERVISION OF DETECTIVE	0.00	576.00	
	100-2050-7066-0000		TRAVEL, EDUCATION, TRA		576.00	
2237	SAN DIEGO REGIONAL TRAINING CENTER	09/05/2019	Regular	0.00	598.00	103222
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
46452 & 46453	Invoice	09/04/2019	ADVD COMMUNICATIONS TRAINING OFC	0.00	598.00	
	100-2090-7066-0000		TRAVEL, EDUCATION, TRA		598.00	
2292	SIRCHIE	09/05/2019	Regular	0.00	255.98	103223
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
0411893-IN	Invoice	09/04/2019	SPECIAL DEPT SUPPLIES	0.00	255.98	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES		255.98	
2331	STAGECOACH TOWING	09/05/2019	Regular	0.00	365.00	103224
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
22906	Invoice	09/05/2019	VEHICLE MAINTENANCE	0.00	300.00	
	750-7800-7037-0000		VEHICLE MAINTENANCE		300.00	
76770 08162019	Invoice	09/04/2019	SPECIAL DEPT SUPPLIES	0.00	65.00	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES		65.00	
2382	T MOBILE	09/05/2019	Regular	0.00	102.00	103225

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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		
9368946217	Invoice	09/05/2019	SPECIAL DEPT SUPPLIES	0.00	102.00	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES		102.00	
2430	TIME WARNER CABLE	09/05/2019	Regular	0.00	1,681.89	103226
0241971082519	Invoice	09/05/2019	TELEPHONE UTILITY	0.00	1,681.89	
	100-1230-7015-6025		TELEPHONE (CITY HALL)		1,681.89	
2443	TOXGUARD FLUID TECHNOLOGIES	09/05/2019	Regular	0.00	138.19	103227
85623	Invoice	09/05/2019	VEHICLE MAINTENANCE	0.00	138.19	
	750-7300-7037-0000		VEHICLE MAINTENANCE		138.19	
2873	TPX COMMUNICATIONS	09/05/2019	Regular	0.00	441.91	103228
119964856-0	Invoice	09/05/2019	TELEPHONE UTILITY	0.00	441.91	
	100-1230-7015-6040		TELEPHONE (POLICE DPT)		441.91	
3095	TRENCH SHORING COMPANY	09/05/2019	Regular	0.00	1,002.25	103229
1185039-0001	Invoice	09/05/2019	EQUIPMENT RENTAL - STREETS	0.00	253.50	
	100-3250-7075-0000		EQUIPMENT LEASING/RE		253.50	
1185039-0002	Invoice	09/05/2019	EQUIPMENT RENTAL - STREETS	0.00	494.00	
	100-3250-7075-0000		EQUIPMENT LEASING/RE		494.00	
1185052-0001	Invoice	09/05/2019	EQUIPMENT RENTAL - STREETS	0.00	254.75	
	100-3250-7075-0000		EQUIPMENT LEASING/RE		254.75	
2462	UNIFIRST CORPORATION	09/05/2019	Regular	0.00	400.61	103230
3251391882	Invoice	06/30/2019	UNIFORMS	0.00	400.61	
	100-3250-7065-0000		UNIFORMS		57.60	
	700-4050-7065-0000		UNIFORMS		25.92	
	750-7200-7065-0000		UNIFORMS		230.09	
	750-7400-7065-0000		UNIFORMS		43.50	
	750-7600-7065-0000		UNIFORMS		43.50	
2472	UPS	09/05/2019	Regular	0.00	10.09	103231
000087R790349	Invoice	09/05/2019	OFFICE SUPPLIES	0.00	10.09	
	100-1225-7025-0000		OFFICE SUPPLIES		10.09	
2484	VERIZON	09/05/2019	Regular	0.00	1,003.94	103232

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		
9834920088	Invoice	09/05/2019	TELEPHONE UTILITY	0.00	798.21	
	750-7100-7015-0000	TELEPHONE	TELEPHONE UTILITY		76.02	
	750-7400-7015-0000	TELEPHONE	TELEPHONE UTILITY		228.06	
	750-7600-7015-0000	TELEPHONE	TELEPHONE UTILITY		152.04	
	750-7700-7015-0000	TELEPHONE	TELEPHONE UTILITY		114.03	
	750-7800-7015-0000	TELEPHONE	TELEPHONE UTILITY		38.01	
	750-7900-7015-0000	TELEPHONE	TELEPHONE UTILITY		38.01	
	750-8000-7015-0000	TELEPHONE	TELEPHONE UTILITY		38.01	
	750-8100-7015-0000	TELEPHONE	TELEPHONE UTILITY		76.02	
	750-8200-7015-0000	TELEPHONE	TELEPHONE UTILITY		38.01	
9836914328	Invoice	09/05/2019	IPADS -1550	0.00	76.02	
	100-1230-7015-0000	TELEPHONE	IPADS -1550		76.02	
9836914329	Invoice	09/05/2019	IPADS	0.00	76.02	
	100-1230-7015-0000	TELEPHONE	IPADS		76.02	
9836914330	Invoice	09/05/2019	IPADS - 1550/6050	0.00	53.69	
	100-1230-7015-0000	TELEPHONE	IPADS - 1550/6050		53.69	
2490	VERIZON BUSINESS SERVICE	09/05/2019	Regular	0.00	1,508.57	103233
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
71209951	Invoice	09/05/2019	TELEPHONE UTILITY	0.00	1,508.57	
	100-1230-7015-6040	TELEPHONE (POLICE DPT)	TELEPHONE UTILITY		1,508.57	
2518	VULCAN MATERIALS	09/05/2019	Regular	0.00	299.81	103234
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
72305935	Invoice	09/05/2019	ASPHALT & SUPPLIES	0.00	149.54	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	ASPHALT & SUPPLIES		149.54	
72305936	Invoice	09/05/2019	ASPHALT & SUPPLIES	0.00	150.27	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	ASPHALT & SUPPLIES		150.27	
2539	WEST SWPPP SERVICES	09/05/2019	Regular	0.00	1,120.00	103235
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
19011	Invoice	09/05/2019	WEED ABATEMENT	0.00	1,120.00	
	100-6050-7068-014A	CONTRACTUAL SVC IA 14	WEED ABATEMENT		1,120.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	213	79	0.00	856,376.41
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	213	82	0.00	856,376.41

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	213	79	0.00	856,376.41
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	213	82	0.00	856,376.41

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2019	856,376.41
			856,376.41



City of Beaumont, CA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
2311	SOUTHERN CALIFORNIA EDISON	09/04/2019	Regular	0.00	41.08	103154
<u>75900224249</u>	Invoice	09/03/2019	STREET LIGHT INSTALLATION	0.00	41.08	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	41.08
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	0	0	0.00	0.00
	1	1	0.00	41.08

Check Register

Packet: APPKT01106 - 20190904 JM CHECK



City of Beaumont, CA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
2311	SOUTHERN CALIFORNIA EDISON	09/04/2019	Regular	0.00	6,027.33	103155
<u>7590226156</u>	Invoice	09/03/2019	TEMP POWER FOR 14255 POTRERO BLVD	0.00	6,027.33	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	6,027.33
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	0	0	0.00	0.00
	1	1	0.00	6,027.33

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2019	6,027.33
			<u>6,027.33</u>



WARRANTS TO BE RATIFIED

Thursday, August 29, 2019

Printed Checks	103096-103153	\$	413,486.57	FY 18/19
		\$	141,855.45	FY 19/20
ACH	205	\$	975,693.73	FY 18/19
	A/P Total	\$	<u>1,531,035.75</u>	
Wire		\$	2,000,000.00	Replenish Payroll Account

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: 08/24/2019 - 08/29/2019



City of Beaumont, CA

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP Bank						
2163	COUNTY OF RIVERSIDE FIRE DEPARTMENT	08/29/2019	EFT	0.00	975,693.73	205
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>233375</u>	Invoice	06/30/2019	FIRE PROTECTION SERVICES APR-JUN 201	0.00	975,693.73	
	<u>100-2100-7068-0000</u>		CONTRACTUAL SERVICES FIRE PROTECTION SERVICES		975,693.73	
3745	RENE OCHOA	08/26/2019	Regular	0.00	1,439.36	103096
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>08/30/19 FINAL C</u>	Invoice	08/26/2019	SICK AND VACATION PAY	0.00	1,439.36	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE SICK AND VACATION PAY		1,439.36	
3745	RENE OCHOA	08/26/2019	Regular	0.00	1,507.79	103097
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>08/30/19 FINAL C</u>	Invoice	08/26/2019	WORKED HOURS	0.00	1,507.79	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE WORKED HOURS		1,507.79	
1006	AB LANDSCAPE	08/29/2019	Regular	0.00	7,275.40	103098
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>06242019</u>	Invoice	06/30/2019	Goods	0.00	4,800.00	
	<u>100-6050-7068-008C</u>		CONTRACTUAL SVC IA 8C Goods		4,800.00	
<u>2019 404-230-00</u>	Invoice	06/30/2019	Goods	0.00	1,630.40	
	<u>100-6050-7068-0000</u>		CONTRACTUAL SERVICES Goods		1,630.40	
<u>2019 414-130-06</u>	Invoice	06/30/2019	WEED ABATEMENT SERVICES	0.00	845.00	
	<u>100-6050-7068-003X</u>		CONTRACTUAL SVC IA 3 WEED ABATEMENT SERVICES		845.00	
1034	ALADTEC, INC	08/29/2019	Regular	0.00	2,620.00	103099
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2019-1409</u>	Invoice	06/30/2019	Goods	0.00	2,620.00	
	<u>100-6050-7071-0000</u>		SOFTWARE Goods		2,620.00	
1042	ALL PURPOSE RENTALS	08/29/2019	Regular	0.00	47.26	103100
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>38458</u>	Invoice	08/28/2019	EQUIPMENT RENTAL	0.00	47.26	
	<u>100-6050-7075-0000</u>		EQUIPMENT LEASING/RE EQUIPMENT RENTAL		47.26	
1050	AMAZON CAPITAL SERVICES	08/29/2019	Regular	0.00	233.54	103101
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1F7K-VTDW-4X1T</u>	Invoice	08/28/2019	OFFICE SUPPLIES	0.00	203.77	
	<u>100-2150-7025-0000</u>		OFFICE SUPPLIES OFFICE SUPPLIES		203.77	
<u>1MVL-YCWL-14Y</u>	Invoice	08/28/2019	OFFICE SUPPLIES	0.00	29.77	
	<u>100-1350-7025-0000</u>		OFFICE SUPPLIES OFFICE SUPPLIES		29.77	
1136	BEAUMONT POWER EQUIPMENT	08/29/2019	Regular	0.00	628.74	103102



Check Report

Date Range: 08/24/2019 - 08/29/2019

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		
1594	Invoice	08/28/2019	DEPT SUPPLIES	0.00	258.28	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		258.28	
1788	Invoice	08/28/2019	EQUIPMENT MAINTENANCE	0.00	10.00	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		10.00	
1794	Invoice	08/28/2019	EQUIPMENT MAINTENANCE	0.00	55.70	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		55.70	
1873	Invoice	08/28/2019	EQUIPMENT MAINTENANCE	0.00	37.70	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		37.70	
1896	Invoice	08/28/2019	EQUIPMENT MAINTENANCE	0.00	71.39	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		71.39	
1906	Invoice	08/28/2019	EQUIPMENT MAINTENANCE	0.00	135.38	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		135.38	
1990	Invoice	08/28/2019	EQUIPMENT MAINTENANCE	0.00	7.52	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		7.52	
2080	Invoice	08/28/2019	EQUIPMENT MAINTENANCE	0.00	52.77	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		52.77	
3747	BRITTNEY ANDERSON	08/29/2019	Regular	0.00	40.00	103103
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT 925302	Invoice	08/28/2019	DEPOSIT REFUND	0.00	40.00	
	100-0000-4590-0000	BUILDING RENTAL	DEPOSIT REFUND		40.00	
3215	BURGESON'S HEATING & AIR CONDITIONING, I	08/29/2019	Regular	0.00	1,440.00	103104
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1162719	Invoice	08/29/2019	Goods	0.00	1,440.00	
	100-6000-7085-6040	BLDG MAINT - POLICE DE	Goods		1,440.00	
1242	CED	08/29/2019	Regular	0.00	1,194.59	103105
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0954-469383	Invoice	06/30/2019	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	98.63	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT		98.63	
0954-469957	Invoice	06/30/2019	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	45.74	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT		45.74	
0954-469966	Invoice	06/30/2019	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	606.09	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT		606.09	
0954-470052	Invoice	06/30/2019	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	12.95	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT		12.95	
0954-470464	Invoice	06/30/2019	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	14.01	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT		14.01	
0954-470574	Invoice	06/30/2019	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	52.37	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT		52.37	
0954-471180	Invoice	06/30/2019	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	49.68	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT		49.68	
0954-471232	Invoice	06/30/2019	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	167.01	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT		167.01	
0954-473150	Invoice	08/28/2019	BUILDING MAINTENANCE	0.00	148.11	
	100-6000-7085-6045	BLDG MAINT- COMMUNI	BUILDING MAINTENANCE		148.11	
1289	CITY OF INDIO/FINANCE	08/29/2019	Regular	0.00	230,694.38	103106

Check Report

Date Range: 08/24/2019 - 08/29/2019

Vendor Number Payable #	Vendor Name Payable Type Account Number	Post Date	Payment Date Payable Description Account Name Item Description	Payment Type	Discount Amount Discount Amount Distribution Amount	Payment Amount Payable Amount Payable Amount	Number
<u>65885</u>	Invoice <u>100-2050-7057-0000</u>	08/29/2019	ERICA JPA ERICA	Regular	0.00	230,694.38 230,694.38	
1294 Payable #	CIVICPLUS Payable Type Account Number	08/29/2019	Regular		0.00	650.00	103107
<u>187845</u>	Invoice <u>750-7000-7071-0000</u>	08/28/2019	SOFTWARE HOSTING AND SUPPORT FEE SOFTWARE	SOFTWARE HOSTING AND SUPP	0.00	650.00 650.00	
3673 Payable #	COMPLETE PAPERLESS SOLUTIONS, LLC Payable Type Account Number	08/29/2019	Regular		0.00	450.00	103108
<u>2963</u>	Invoice <u>100-1150-7068-0000</u>	06/30/2019	PROFESSIONAL SERVICES CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	0.00	450.00 450.00	
3653 Payable #	CONTRON Payable Type Account Number	08/29/2019	Regular		0.00	668.40	103109
<u>11964</u>	Invoice <u>700-4050-7068-0000</u>	08/29/2019	TECHNICAL SERVICES FOR SCADA WW SYS CONTRACTUAL SERVICES	TECHNICAL SERVICES FOR SCAD	0.00	668.40 668.40	
3299 Payable #	CONVERGEONE Payable Type Account Number	08/29/2019	Regular		0.00	10,386.50	103110
<u>IE9037391</u>	Invoice <u>500-0000-8990-0000</u>	08/29/2019	Installation of Network Services at PD An CAPITAL OUTLAY	Installation of Network Services	0.00	10,386.50 10,386.50	
1331 Payable #	COUNTY OF RIVERSIDE DEPT OF ENVMTNL HEA Payable Type Account Number	08/29/2019	Regular		0.00	7,262.00	103111
<u>IN0360268</u>	Invoice <u>700-4050-7022-019C</u>	08/29/2019	DEPARTMENT OF ENVIROMENTAL HEALT LICENSE, PERMITS, FEES	DEPARTMENT OF ENVIROMENT	0.00	842.00 842.00	
<u>IN0360269</u>	Invoice <u>700-4050-7022-019C</u>	08/29/2019	DEPARTMENT OF ENVIROMENTAL HEALT LICENSE, PERMITS, FEES	DEPARTMENT OF ENVIROMENT	0.00	842.00 842.00	
<u>IN0360270</u>	Invoice <u>700-4050-7022-06A1</u>	08/29/2019	DEPARTMENT OF ENVIROMENTAL HEALT LICENSE, PERMITS, FEES	DEPARTMENT OF ENVIROMENT	0.00	842.00 842.00	
<u>IN0360271</u>	Invoice <u>700-4050-7022-003X</u>	08/29/2019	DEPARTMENT OF ENVIROMENTAL HEALT LICENSE, PERMITS, FEES	DEPARTMENT OF ENVIROMENT	0.00	842.00 842.00	
<u>IN0360272</u>	Invoice <u>700-4050-7022-002X</u>	08/29/2019	DEPARTMENT OF ENVIROMENTAL HEALT LICENSE, PERMITS, FEES	DEPARTMENT OF ENVIROMENT	0.00	842.00 842.00	
<u>IN0360273</u>	Invoice <u>700-4050-7022-0000</u>	08/29/2019	DEPARTMENT OF ENVIROMENTAL HEALT LICENSE, PERMITS, FEES	DEPARTMENT OF ENVIROMENT	0.00	842.00 842.00	
<u>IN0360324</u>	Invoice <u>700-4050-7022-007A</u>	08/29/2019	DEPARTMENT OF ENVIROMENTAL HEALT LICENSE, PERMITS, FEES	DEPARTMENT OF ENVIROMENT	0.00	1,105.00 1,105.00	
<u>IN0360325</u>	Invoice <u>700-4050-7022-005X</u>	08/29/2019	DEPARTMENT OF ENVIROMENTAL HEALT LICENSE, PERMITS, FEES -	DEPARTMENT OF ENVIROMENT	0.00	1,105.00 1,105.00	
1398 Payable #	DEPARTMENT OF ENVIORNMENTAL HEALTH Payable Type Account Number	08/29/2019	Regular		0.00	812.00	103112
<u>IN0359391</u>	Invoice <u>100-6150-7053-0000</u>	08/28/2019	PERMIT RENEWAL PERMITS, FEES AND LICE	PERMIT RENEWAL	0.00	812.00 812.00	
1424	DIRECTV	08/29/2019	Regular		0.00	173.98	103113

Check Report

Date Range: 08/24/2019 - 08/29/2019

Vendor Number Payable #	Vendor Name Payable Type Account Number	Post Date	Payment Date Payable Description Account Name Item Description	Payment Type	Discount Amount Discount Amount Distribution Amount	Payment Amount Payable Amount Distribution Amount	Number
36602679565	Invoice 100-6000-7010-6045	08/28/2019	BUILDING UTILITY UTILITIES - COMMUNITY	BUILDING UTILITY	0.00	173.98	✓
2644	DISTRICT ATTORNEY'S OFFICE	08/29/2019	Regular		0.00	1,677.27	103114
CASE NO. 1712B0	Invoice 225-0000-2304-0000 225-0000-7055-0000	06/30/2019	ASSET FORFEITURE DEFD INCOME - CASE 171 INTEREST AND/OR PENAL	ASSET FORFEITURE ASSET FORFEITURE	0.00	1,677.27 1,659.00 18.27	
1477	ENGINEERING RESOURCES OF SOUTHERN CALII	08/29/2019	Regular		0.00	26,363.67	103115
52522	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	ENGINEERING SERVICES	0.00	998.25	
52523	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	ENGINEERING SERVICES	0.00	1,071.54	
52524	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	ENGINEERING SERVICES	0.00	1,366.75	
52525	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	ENGINEERING SERVICES	0.00	2,157.97	
52526	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	ENGINEERING SERVICES	0.00	3,189.22	
52527	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	ENGINEERING SERVICES	0.00	1,902.16	
52623	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	ENGINEERING SERVICES	0.00	1,347.50	
52624	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	ENGINEERING SERVICES	0.00	946.00	
52625	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	ENGINEERING SERVICES	0.00	634.06	
52626	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	ENGINEERING SERVICES	0.00	1,126.72	
52627	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	ENGINEERING SERVICES	0.00	1,642.34	
52628	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	ENGINEERING SERVICES	0.00	4,821.30	
52629	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	ENGINEERING SERVICES	0.00	1,642.34	
52630	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	ENGINEERING SERVICES	0.00	1,339.42	
52631	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	ENGINEERING SERVICES	0.00	1,642.34	
52632	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	ENGINEERING SERVICES	0.00	535.76	
3347	**Void** EXECUTIVE FACILITIES SERVICES, INC	08/29/2019	Regular		0.00	0.00	103116
		08/29/2019	Regular		0.00	10,700.12	103117

Check Report

Date Range: 08/24/2019 - 08/29/2019

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>19425</u>	Invoice	08/29/2019	Goods	0.00	10,700.12	
	<u>100-6000-7068-6025</u>	CONTRACTUAL SVC - CITY	Goods		3,915.50	
	<u>100-6000-7068-6026</u>	CONTRACTUAL SVC - CITY	Goods		706.23	
	<u>100-6000-7068-6028</u>	CONTRACTUAL SVC - CITY	Goods		539.34	
	<u>100-6000-7068-6032</u>	CONTRACTUAL SVC - CITY	Goods		335.06	
	<u>100-6000-7068-6040</u>	CONTRACTUAL SVC - POLI	Goods		947.38	
	<u>100-6000-7068-6041</u>	CONTRACTUAL SVC - POLI	Goods		552.38	
	<u>100-6000-7068-6045</u>	CONTRACTUAL SVC - COM	Goods		3,400.00	
	<u>100-6000-7068-6060</u>	CONTRACTUAL SVC - 713	Goods		179.23	
	<u>100-6000-7068-6065</u>	CONTRACTUAL SVC - 550	Goods		125.00	
1519	FORD MOTOR CREDIT CO.	08/29/2019	Regular	0.00	2,224.03	103118
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1687784</u>	Invoice	09/05/2019	Ford Motor Credit	0.00	2,224.03	
	<u>100-2050-8060-0000</u>	VEHICLES	Ford Motor Credit		2,224.03	
1533	FRONTIER COMMUNICATIONS	08/29/2019	Regular	0.00	258.03	103119
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>951-769-8537-03</u>	Invoice	08/28/2019	PHONE UTILITY	0.00	71.97	
	<u>100-1230-7015-6060</u>	TELEPHONE (4th ST YARD	PHONE UTILITY		71.97	
<u>951-769-8538-06</u>	Invoice	08/28/2019	PHONE UTILITY	0.00	75.91	
	<u>100-1230-7015-6048</u>	TELEPHONE (POOL)	PHONE UTILITY		75.91	
<u>951-922-6646-04</u>	Invoice	08/28/2019	PHONE UTILITY	0.00	110.15	
	<u>700-4050-7015-0000</u>	TELEPHONE	PHONE UTILITY		110.15	
1624	HIGH TECH IRRIGATION, INC.	08/29/2019	Regular	0.00	932.38	103120
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>595785</u>	Invoice	08/28/2019	DEPT SUPPLIES	0.00	932.38	
	<u>100-6050-7070-5999</u>	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		932.38	
1632	HOME DEPOT/CREDIT SERVICES	08/29/2019	Regular	0.00	6,196.14	103121
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1013368</u>	Invoice	06/30/2019	DEPT SUPPLIES	0.00	3.95	
	<u>100-6050-7070-5700</u>	SPEC DEPT EXP - WILD FL	DEPT SUPPLIES		3.95	
<u>1022942</u>	Invoice	06/30/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	19.27	
	<u>100-6000-7085-6045</u>	BLDG MAINT- COMMUNI	BUILDING SUPPLIES & MAINTEN		19.27	
<u>1208083</u>	Invoice	06/30/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	275.15	
	<u>100-6000-7085-6045</u>	BLDG MAINT- COMMUNI	BUILDING SUPPLIES & MAINTEN		275.15	
<u>12172</u>	Invoice	08/28/2019	DEPT SUPPLIES	0.00	23.66	
	<u>100-6150-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		23.66	
<u>12985</u>	Invoice	08/28/2019	DEPT SUPPLIES	0.00	23.66	
	<u>100-6150-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		23.66	
<u>1594611</u>	Invoice	06/30/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	31.59	
	<u>100-6000-7085-6041</u>	BLDG MAINT - POLICE AN	BUILDING SUPPLIES & MAINTEN		31.59	
<u>1594612</u>	Invoice	06/30/2019	DEPT SUPPLIES	0.00	16.98	
	<u>100-6050-7070-5700</u>	SPEC DEPT EXP - WILD FL	DEPT SUPPLIES		16.98	
<u>210281</u>	Credit Memo	08/28/2019	BUILDING MAINTENANCE	0.00	-6.86	
	<u>100-6000-7085-6045</u>	BLDG MAINT- COMMUNI	BUILDING MAINTENANCE		-6.86	
<u>2105868</u>	Invoice	06/30/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	71.80	
	<u>100-6000-7085-6045</u>	BLDG MAINT- COMMUNI	BUILDING SUPPLIES & MAINTEN		71.80	
<u>3022594</u>	Invoice	06/30/2019	DEPT SUPPLIES	0.00	279.04	

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	<u>100-6000-7070-0000</u>		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		279.04	
<u>3022595</u>	Invoice <u>100-6000-7085-6041</u>	06/30/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POLICE AN	0.00	88.82	
<u>3022596</u>	Invoice <u>100-6000-7085-6025</u>	06/30/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - CITY HALL	0.00	8.92	
<u>3022597</u>	Invoice <u>100-6000-7085-6060</u>	06/30/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT- 713 W 4TH	0.00	20.19	
<u>3560776</u>	Invoice <u>100-6000-7085-6040</u>	08/28/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POLICE DE	0.00	95.01	
<u>3560777</u>	Invoice <u>100-6000-7085-0000</u>	08/28/2019	BUILDING SUPPLIES & MAINTENANCE BUILDING SUPPLIES/MAI	0.00	9.68	
<u>4184703</u>	Invoice <u>100-6000-7090-6040</u>	06/30/2019	EQUIPMENT SUPPLIES EQUIPMENT SUPPLIES/M	0.00	2,006.73	
<u>4570724</u>	Invoice <u>100-6000-7085-6040</u>	06/30/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POLICE DE	0.00	14.45	
<u>5012911</u>	Invoice <u>100-6150-7090-0000</u>	06/30/2019	EQUIPMENT SUPPLIES EQUIPMENT SUPPLIES/M	0.00	21.49	
<u>5023878</u>	Invoice <u>100-6000-7090-6040</u>	06/30/2019	EQUIPMENT SUPPLIES EQUIPMENT SUPPLIES/M	0.00	107.40	
<u>511492</u>	Invoice <u>100-6000-7085-6040</u>	08/28/2019	BUILDING MAINTENANCE BLDG MAINT - POLICE DE	0.00	20.63	
<u>511512</u>	Invoice <u>700-4050-7070-0000</u>	08/29/2019	DEPARTMENT SUPPLIES - SEWER SPECIAL DEPT SUPPLIES	0.00	170.21	
<u>5595008</u>	Invoice <u>100-6050-7070-5100</u>	06/30/2019	BUILDING SUPPLIES & MAINTENANCE SPEC DEPT EXP - FALLEN	0.00	32.30	
<u>5610205</u>	Invoice <u>100-6000-7085-6025</u>	08/28/2019	EQUIPMENT MAINTENANCE BLDG MAINT - CITY HALL	0.00	7.56	
<u>5974408</u>	Invoice <u>100-3250-7070-0000</u>	06/30/2019	DEPARTMENT SUPPLIES - STREETS SPECIAL DEPT SUPPLIES	0.00	977.18	
<u>6012594</u>	Invoice <u>100-6150-7070-0000</u>	08/28/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	23.66	
<u>6013365</u>	Invoice <u>100-6000-7085-6045</u>	08/28/2019	BUILDING MAINTENANCE BLDG MAINT- COMMUNI	0.00	13.44	
<u>6013366</u>	Invoice <u>100-6050-7070-0000</u>	08/28/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	222.03	
<u>6014049</u>	Invoice <u>100-6000-7085-6040</u>	06/30/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - POLICE DE	0.00	11.22	
<u>6014050</u>	Invoice <u>100-6000-7085-6025</u>	06/30/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT - CITY HALL	0.00	60.25	
<u>6014051</u>	Invoice <u>100-6000-7085-6032</u>	06/30/2019	BUILDING SUPPLIES & MAINTENANCE BLDG MAINT- CITY HALL B	0.00	8.59	
<u>6101193</u>	Invoice <u>700-4050-7070-0000</u>	08/29/2019	DEPARTMENT SUPPLIES - SEWER SPECIAL DEPT SUPPLIES	0.00	94.49	
<u>610680</u>	Invoice <u>100-6000-7085-6045</u>	08/28/2019	BUILDING MAINTENANCE BLDG MAINT- COMMUNI	0.00	16.16	
<u>6350023</u>	Invoice <u>100-6050-7070-5100</u>	08/28/2019	DEPT SUPPLIES SPEC DEPT EXP - FALLEN	0.00	32.30	
<u>6610117</u>	Invoice <u>100-6000-7085-6048</u>	08/28/2019	BUILDING MAINTENANCE BLDG MAINT - POOL	0.00	26.92	
<u>7011491</u>	Invoice <u>100-6150-7070-0000</u>	08/28/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	23.66	
<u>7020377</u>	Invoice	08/28/2019	BUILDING MAINTENANCE	0.00	28.04	

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	<u>100-6000-7085-6025</u>	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE		28.04	
<u>7023528</u>	Invoice	06/30/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	21.54	
	<u>100-6000-7085-6045</u>	BLDG MAINT- COMMUNI	BUILDING SUPPLIES & MAINTEN		21.54	
<u>7172544</u>	Credit Memo	08/27/2019	RETURNED GOODS	0.00	-9.66	
	<u>100-6000-7085-6048</u>	BLDG MAINT - POOL	RETURNED GOODS		-9.66	
<u>7560403</u>	Invoice	08/28/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	24.11	
	<u>100-6000-7085-6048</u>	BLDG MAINT - POOL	BUILDING SUPPLIES & MAINTEN		24.11	
<u>7610991</u>	Invoice	08/29/2019	DEPARTMENT SUPPLIES - SEWER	0.00	159.32	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		159.32	
<u>8012372</u>	Invoice	08/28/2019	DEPT SUPPLIES	0.00	28.93	
	<u>100-3100-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		28.93	
<u>8052930</u>	Invoice	06/30/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	39.34	
	<u>100-6000-7085-6041</u>	BLDG MAINT - POLICE AN	BUILDING SUPPLIES & MAINTEN		39.34	
<u>8564580</u>	Invoice	06/30/2019	DEPARTMENT SUPPLIES - SEWER	0.00	135.99	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		135.99	
<u>8610860</u>	Invoice	08/28/2019	BUILDING MAINTENANCE	0.00	2.00	
	<u>100-6000-7085-6045</u>	BLDG MAINT- COMMUNI	BUILDING MAINTENANCE		2.00	
<u>9012452</u>	Invoice	06/30/2019	EQUIPMENT MAINTENANCE	0.00	81.51	
	<u>100-6150-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		81.51	
<u>9021829</u>	Invoice	06/30/2019	EQUIPMENT SUPPLIES	0.00	29.01	
	<u>100-6000-7085-6060</u>	BLDG MAINT- 713 W 4TH	EQUIPMENT SUPPLIES		29.01	
<u>9034619</u>	Invoice	08/28/2019	BUILDING MAINTENANCE	0.00	43.60	
	<u>100-6000-7085-6055</u>	BLDG MAINT- FIRE STATIO	BUILDING MAINTENANCE		43.60	
<u>9170803</u>	Credit Memo	06/30/2019	RETURNED GOODS	0.00	-20.43	
	<u>100-6000-7085-6060</u>	BLDG MAINT- 713 W 4TH	RETURNED GOODS		-20.43	
<u>9276374</u>	Invoice	08/29/2019	DEPARTMENT SUPPLIES - SEWER	0.00	471.95	
	<u>700-4050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		471.95	
<u>9560215</u>	Invoice	08/28/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	72.16	
	<u>100-6000-7085-6048</u>	BLDG MAINT - POOL	BUILDING SUPPLIES & MAINTEN		72.16	
<u>9973530</u>	Invoice	06/30/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	24.51	
	<u>100-6000-7085-6048</u>	BLDG MAINT - POOL	BUILDING SUPPLIES & MAINTEN		24.51	
<u>9973531</u>	Invoice	06/30/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	130.56	
	<u>100-6000-7085-6060</u>	BLDG MAINT- 713 W 4TH	BUILDING SUPPLIES & MAINTEN		130.56	
<u>9989700</u>	Invoice	08/28/2019	BUILDING MAINTENANCE	0.00	64.50	
	<u>100-6000-7085-6060</u>	BLDG MAINT- 713 W 4TH	BUILDING MAINTENANCE		64.50	
<u>9989836</u>	Invoice	08/29/2019	DEPARTMENT SUPPLIES - STREETS	0.00	17.63	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		17.63	
	Void	08/29/2019	Regular	0.00	0.00	103122
	Void	08/29/2019	Regular	0.00	0.00	103123
	Void	08/29/2019	Regular	0.00	0.00	103124
3743	ICE CARE COMPANY	08/29/2019	Regular	0.00	367.00	103125
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1254</u>	Invoice	08/28/2019	EQUIPMENT MAINTENANCE	0.00	367.00	
	<u>100-6000-7085-6025</u>	BLDG MAINT - CITY HALL	EQUIPMENT MAINTENANCE		367.00	
2527	JESUS CAMACHO	08/29/2019	Regular	0.00	90.00	103126
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>151134</u>	Invoice	08/28/2019	VEHICLE MAINTENANCE	0.00	90.00	
	<u>100-2150-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		90.00	
3036	KIMLEY-HORN AND ASSOCIATES, INC	08/29/2019	Regular	0.00	1,258.00	103127



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	Account Number	Account Name	Item Description	Distribution Amount		
<u>194018002-0719</u>	Invoice <u>500-0000-7068-0000</u>	08/29/2019	PENNSYLVANIA AVE WIDENING CONTRACTUAL SERVICE	0.00	1,258.00	
1803	KNORR SYSTEMS INC.	08/29/2019	Regular	0.00	10,863.55	103128
<u>SI214098</u>	Invoice <u>100-6150-7070-0000</u>	08/28/2019	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	775.80	
<u>SI214748</u>	Invoice <u>100-6150-7070-0000</u>	08/29/2019	Goods SPECIAL DEPT SUPPLIES	0.00	4,482.40	
<u>SI214885</u>	Invoice <u>100-6150-7070-0000</u>	08/29/2019	Goods SPECIAL DEPT SUPPLIES	0.00	5,605.35	
1853	LEWIS BRISBOIS BISGAARD & SMITH LLP	08/29/2019	Regular	0.00	791.10	103129
<u>2395953</u>	Invoice <u>120-9663-7300-0000</u>	08/28/2019	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	45.00	
<u>2420220</u>	Invoice <u>120-9663-7300-0000</u>	08/28/2019	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	746.10	
3603	MICHAEL BAKER INTERNATIONAL, INC	08/29/2019	Regular	0.00	40,390.74	103130
<u>1054807</u>	Invoice <u>500-0000-8030-0000</u>	06/30/2019	Design Services INFRASTRUCTURE IMPRO	0.00	6,100.00	
<u>1054873</u>	Invoice <u>500-0000-7068-0000</u>	06/30/2019	Design Services CONTRACTUAL SERVICE	0.00	7,540.20	
<u>1054876</u>	Invoice <u>500-0000-8030-0000</u>	06/30/2019	Design Services INFRASTRUCTURE IMPRO	0.00	20,500.00	
<u>1054883</u>	Invoice <u>500-0000-8030-0000</u>	06/30/2019	Design Services INFRASTRUCTURE IMPRO	0.00	6,250.54	
3024	MUNICIPAL CODE CORPORATION	08/29/2019	Regular	0.00	291.51	103131
<u>00332033</u>	Invoice <u>100-1150-7068-0000</u>	08/28/2019	PROFESSIONAL SERVICES CONTRACTUAL SERVICES	0.00	291.51	
1984	NAPA AUTO PARTS	08/29/2019	Regular	0.00	17.22	103132
<u>097947</u>	Invoice <u>100-2150-7037-0000</u>	08/28/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	17.22	
2007	NV5, INC	08/29/2019	Regular	0.00	54,287.23	103133
<u>131144</u>	Invoice <u>100-3100-7064-0000</u>	06/30/2019	MS4 AND NPDS COMPLIANCE SERVICES STORM WATER INSPECTI	0.00	3,357.92	
<u>131145</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	800.00	
<u>131146</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	635.00	
<u>131148</u>	Invoice	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	897.50	



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	<u>100-3100-7063-0000</u>		PLAN CHECK FEES ENGINEERING SERVICES		897.50	
<u>131150</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING SERVICES	0.00	1,138.75	
<u>131152</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING PLAN CHECK	0.00	2,147.50	
<u>131153</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING PLAN CHECK	0.00	6,660.00	
<u>131154</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING PLAN CHECK	0.00	1,118.75	
<u>131156</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING PLAN CHECK	0.00	348.75	
<u>131160</u>	Invoice <u>100-3100-7063-0000</u> <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING SERVICES ENGINEERING PLAN CHECK	0.00	1,291.25 946.93 344.32	
<u>131161</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING SERVICES	0.00	3,315.00	
<u>131162</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING SERVICES	0.00	840.00	
<u>131163</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING SERVICES	0.00	1,001.25	
<u>131164</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING SERVICES	0.00	512.50	
<u>131166</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING SERVICES	0.00	353.75	
<u>131167</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING SERVICES	0.00	805.00	
<u>131170</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING SERVICES	0.00	373.75	
<u>131178</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING PLAN CHECK	0.00	242.10	
<u>131184</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING PLAN CHECK	0.00	202.75	
<u>131195</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING PLAN CHECK	0.00	821.17	
<u>131202</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING PLAN CHECK	0.00	1,068.58	
<u>131203</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING PLAN CHECK	0.00	558.75	
<u>131204</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING PLAN CHECK	0.00	401.82	
<u>131205</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING PLAN CHECK	0.00	726.30	
<u>131206</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING PLAN CHECK	0.00	2,824.50	
<u>131207</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING PLAN CHECK	0.00	1,438.65	
<u>131208</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING PLAN CHECK	0.00	1,291.20	
<u>131210</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING PLAN CHECK	0.00	2,017.50	
<u>131211</u>	Invoice <u>100-3100-7063-0000</u>	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES ENGINEERING PLAN CHECK	0.00	641.30	

Check Report

Date Range: 08/24/2019 - 08/29/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
131212	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	892.94	
131215	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	162.21	
131285	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	3,348.54	
131292	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	3,228.00	
131300	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	1,223.00	
131305	Invoice 100-3100-7063-0000	06/30/2019	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	645.00	
131397	Invoice 100-3100-7067-0000	06/30/2019	INSPECTION SERVICES INSPECTIONS	0.00	1,134.00	
131399	Invoice 100-3100-7067-0000	06/30/2019	INSPECTION SERVICES INSPECTIONS	0.00	210.00	
131404	Invoice 100-3100-7067-0000	06/30/2019	INSPECTION SERVICES INSPECTIONS	0.00	162.75	
131450	Invoice 100-3100-7067-0000	06/30/2019	INSPECTION SERVICES INSPECTIONS	0.00	2,567.25	
131454	Invoice 100-3100-7067-0000	06/30/2019	INSPECTION SERVICES INSPECTIONS	0.00	273.00	
131457	Invoice 100-3100-7067-0000	06/30/2019	INSPECTION SERVICES INSPECTIONS	0.00	2,609.25	
	Void	08/29/2019	Regular	0.00	0.00	103134
	Void	08/29/2019	Regular	0.00	0.00	103135
3568	ORTCO, INC	08/29/2019	Regular	0.00	23,680.65	103136
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
19-065	Invoice 100-6050-7068-5100	06/30/2019	Fallen Heroes Playground Equipment CONTRACTUAL SVC, PARK	0.00	23,680.65	
2026	PACIFIC ALARM SERVICE	08/29/2019	Regular	0.00	105.00	103137
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
P 101398	Invoice 100-6000-7087-6045	08/28/2019	SECURITY SERVICES SECURITY - COMMUNITY	0.00	105.00	
2032	PANTER'S HARDWOOD FLOORS INC	08/29/2019	Regular	0.00	1,000.00	103138
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
10514	Invoice 100-6000-7068-6025	08/29/2019	Goods CONTRACTUAL SVC - CITY	0.00	1,000.00	
2039	PARKHOUSE TIRE, INC.	08/29/2019	Regular	0.00	1,047.35	103139
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2030180221	Invoice 750-8000-7037-0000	08/28/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	1,047.35	
2072	POLYDYNE, INC.	08/29/2019	Regular	0.00	17,236.71	103140
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1371556	Invoice 700-4050-7070-0000	08/29/2019	CHEMICALS & SUPPLIES SPECIAL DEPT SUPPLIES	0.00	5,745.57	
1376306	Invoice	08/29/2019	CHEMICALS & SUPPLIES	0.00	5,745.57	

Check Report

Date Range: 08/24/2019 - 08/29/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		5,745.57	
<u>1379685</u>	Invoice	08/29/2019	CHEMICALS & SUPPLIES	0.00	5,745.57	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		5,745.57	
2076	PRINTING & PROMOTION PLUS, INC.	08/29/2019	Regular	0.00	254.04	103141
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>74093</u>	Invoice	08/28/2019	OFFICE SUPPLIES	0.00	254.04	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		254.04	
2079	PRO-PIPE & SUPPLY	08/29/2019	Regular	0.00	192.88	103142
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>5182442</u>	Invoice	08/28/2019	EQUIPMENT MAINTENANCE	0.00	192.88	
	<u>100-6150-7090-0000</u>		EQUIPMENT SUPPLIES/M		192.88	
2098	QUILL CORPORATON	08/29/2019	Regular	0.00	752.04	103143
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>9656587</u>	Invoice	08/28/2019	OFFICE SUPPLIES	0.00	517.60	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		471.02	
	<u>100-3100-7025-0000</u>		OFFICE SUPPLIES		46.58	
<u>9656646</u>	Invoice	08/28/2019	OFFICE SUPPLIES	0.00	234.44	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		14.06	
	<u>100-1225-7025-0000</u>		OFFICE SUPPLIES		93.78	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		126.60	
3681	RIVERSIDE COUNTY DEPARTMENT OF WASTE R	08/29/2019	Regular	0.00	116.29	103144
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>6971733</u>	Invoice	08/28/2019	PROFESSIONAL SERVICES	0.00	10.00	
	<u>100-6050-7068-017A</u>		CONTRACTUAL SERVICES		10.00	
<u>6971851</u>	Invoice	08/28/2019	PROFESSIONAL SERVICES	0.00	14.00	
	<u>100-6050-7068-016X</u>		CONTRACTUAL SVC IA 16		14.00	
<u>6971852</u>	Invoice	08/28/2019	DEPT SUPPLIES	0.00	14.00	
	<u>100-6050-7068-016X</u>		CONTRACTUAL SVC IA 16		14.00	
<u>6974336</u>	Invoice	08/28/2019	PROFESSIONAL SERVICES	0.00	38.39	
	<u>100-6050-7068-008a</u>		CONTRACT SVC - IA 8A		19.20	
	<u>100-6050-7068-06A1</u>		CONTRACTUAL SVC IA 6A		19.19	
<u>6974386</u>	Invoice	08/28/2019	PROFESSIONAL SERVICES	0.00	39.90	
	<u>100-6050-7068-017A</u>		CONTRACTUAL SERVICES		39.90	
2171	RIVERSIDE COUNTY SHERIFF DEPARTMENT	08/29/2019	Regular	0.00	48,237.00	103145
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>SH000035729</u>	Invoice	08/29/2019	Riverside Cal-ID	0.00	48,237.00	
	<u>100-2050-7091-0000</u>		CAL-ID FEE		48,237.00	
2311	SOUTHERN CALIFORNIA EDISON	08/29/2019	Regular	0.00	9,265.74	103146

Check Report

Date Range: 08/24/2019 - 08/29/2019

Vendor Number Payable #	Vendor Name Payable Type Account Number	Payment Date Post Date	Payment Type Payable Description Account Name Item Description	Discount Amount Discount Amount	Payment Amount Payable Amount Distribution Amount	Number
08/28/19	Invoice 100-3250-7010-0000 100-3250-7010-007A 100-3250-7010-007D 100-3250-7010-008A 100-3250-7010-008B 100-3250-7010-008C 100-3250-7010-008D 100-3250-7010-010A 100-3250-7010-012A 100-3250-7010-014A 100-3250-7010-014X 100-3250-7010-019A 100-3250-7010-019C 100-3250-7010-06A1 100-6050-7010-0000 100-6050-7010-002X 100-6050-7010-005X 100-6050-7010-007A 100-6050-7010-008E 100-6050-7010-06A1 100-6050-7010-5400 100-6050-7010-5500	08/28/2019	ELECTRIC UTILITY UTILITIES UTILITIES (IA 7A) UTILITIES (IA 7D) UTILITIES (IA 8A) UTILITIES (IA 8B) UTILITIES (IA 8C) UTILITIES (IA 8D) UTILITIES (IA 10) UTILITIES (IA 12) UTILITIES (IA 14A) UTILITIES (IA 14) UTILITIES (IA 19A) UTILITIES (IA 19C) UTILITIES (IA 6A1) UTILITIES UTILITIES IA 2 UTILITIES IA 5 UTILITIES IA 7A UTILITIES IA 8E UTILITIES IA 6A1 UTILITIES, PARK (SPORTS) UTILITIES, PARK (STEWAR		0.00 1,655.80 95.44 78.96 320.58 53.69 152.54 15.94 34.52 63.60 79.69 56.68 151.17 151.03 235.60 206.26 17.78 5,181.17 11.67 10.73 19.98 611.57 61.34	
2360	STRADLING YOCCA CARLSON & RAUTH	08/29/2019	Regular	0.00	3,543.50	103147
Payable #	Payable Type Account Number	Post Date	Payable Description Account Name Item Description	Discount Amount	Payable Amount Distribution Amount	
GENERAL BOND	Invoice 120-9663-7300-0000	08/28/2019	LEGAL SERVICES CONTRACTUAL SERVICES LEGAL SERVICES	0.00	287.50 287.50	
SEC INVESTIGATI	Invoice 120-9663-7300-0000	08/28/2019	LEGAL SERVICES CONTRACTUAL SERVICES LEGAL SERVICES	0.00	200.00 200.00	
THIRD PARTY CLA	Invoice 120-9663-7300-0000	06/30/2019	LEGAL SERVICES CONTRACTUAL SERVICES LEGAL SERVICES	0.00	3,056.00 3,056.00	
2395	TERMINIX COMMERCIAL	08/29/2019	Regular	0.00	125.00	103148
Payable #	Payable Type Account Number	Post Date	Payable Description Account Name Item Description	Discount Amount	Payable Amount Distribution Amount	
388598599	Invoice 100-6000-7085-6025	08/28/2019	BUILDING MAINTENANCE BLDG MAINT - CITY HALL BUILDING MAINTENANCE	0.00	125.00 125.00	
2407	THE GAS COMPANY	08/29/2019	Regular	0.00	19.47	103149
Payable #	Payable Type Account Number	Post Date	Payable Description Account Name Item Description	Discount Amount	Payable Amount Distribution Amount	
10552227000 08/	Invoice 100-6000-7010-6040	08/28/2019	GAS UTILITY UTILITIES - POLICE DEPT GAS UTILITY	0.00	19.47 19.47	
2430	TIME WARNER CABLE	08/29/2019	Regular	0.00	173.30	103150
Payable #	Payable Type Account Number	Post Date	Payable Description Account Name Item Description	Discount Amount	Payable Amount Distribution Amount	
0013594082019	Invoice 100-1230-7015-6040	08/28/2019	PHONE UTILITY TELEPHONE (POLICE DPT) PHONE UTILITY	0.00	127.95 127.95	
0014188082019	Invoice 100-1230-7015-6055	08/28/2019	PHONE UTILITY TELEPHONE (MAPLE AVE) PHONE SERVICES	0.00	45.35 45.35	
2520	WALMART	08/29/2019	Regular	0.00	112.38	103151



Check Report

Date Range: 08/24/2019 - 08/29/2019

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>P9273006W01LD</u>	Invoice	08/28/2019	DEPT SUPPLIES		55.47	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS	DEPT SUPPLIES	42.58	
	<u>100-6000-7085-6045</u>		BLDG MAINT- COMMUNI	DEPT SUPPLIES	12.89	
<u>P9273006X01LTB</u>	Invoice	08/28/2019	DEPT SUPPLIES	0.00	56.91	
	<u>100-6050-7070-014A</u>		SPEC DEPT EXP - IA 14A	DEPT SUPPLIES	56.91	
3422	WAXIE SANITARY SUPPLY	08/29/2019	Regular	0.00	2,212.34	103152
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>78482249</u>	Invoice	08/28/2019	BUILDING MAINTENANCE	0.00	1,099.37	
	<u>100-6000-7085-6045</u>		BLDG MAINT- COMMUNI	BUILDING MAINTENANCE	1,099.37	
<u>78482250</u>	Invoice	08/28/2019	BUILDING MAINTENANCE	0.00	929.41	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL	BUILDING MAINTENANCE	929.41	
<u>78498661</u>	Invoice	08/28/2019	OFFICE SUPPLIES	0.00	183.56	
	<u>750-7000-7025-0000</u>		OFFICE SUPPLIES	OFFICE SUPPLIES	183.56	
2539	WEST SWPPP SERVICES	08/29/2019	Regular	0.00	27,876.03	103153
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>19007</u>	Invoice	08/29/2019	Goods	0.00	5,446.03	
	<u>100-6050-7068-0000</u>		CONTRACTUAL SERVICES	Goods	5,446.03	
<u>19008</u>	Invoice	08/29/2019	Goods	0.00	20,170.00	
	<u>100-6050-7068-0000</u>		CONTRACTUAL SERVICES	Goods	20,170.00	
<u>19009</u>	Invoice	08/28/2019	WEED ABATEMENT SERVICES	0.00	1,120.00	
	<u>100-6050-7068-014B</u>		CONTRACT SVC - IA 14B	WEED ABATEMENT SERVICES	1,120.00	
<u>19013</u>	Invoice	08/28/2019	WEED ABATEMENT SERVICES	0.00	1,140.00	
	<u>100-6050-7068-008a</u>		CONTRACT SVC - IA 8A	WEED ABATEMENT SERVICES	1,140.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	209	52	0.00	560,181.65
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	1	1	0.00	975,693.73
	210	59	0.00	1,535,875.38

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	209	52	0.00	560,181.65
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	1	1	0.00	975,693.73
	210	59	0.00	1,535,875.38

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2019	1,535,875.38
			1,535,875.38



MINUTES
City Council Meeting
Tuesday, September 3, 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 5:02 p.m.

Present: Mayor Martinez, Mayor Pro Tem Santos, Council Member Lara, and Council Member White (present at 5:04 p.m.)

Absent: Council Member Carroll

1. Public Comments Regarding Closed Session

No speakers.

2. 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. COBM -0002, -0010, and -0024

No reportable action.

3. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8 for Property Known as Vacant Land APN 418-190-004, 005, 006, and 007 and 418-140-028 and 029. Agency Negotiator: City Manager Todd Parton or his Designee. Negotiating Parties: City of Beaumont and JADE Real Estate Holdings. Under Negotiation: Price and Terms

No reportable action.

4. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8 for Property Known as Vacant Land APN 418-190-004, 005, 006, and 007 and 418-140-028 and 029. Agency Negotiator: City Manager Todd Parton or his Designee. Negotiating Parties: City of Beaumont and Heslin Holdings, Inc. Under Negotiation: Price and Terms

No reportable action.

5. Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4) - One Potential Case Adverse to Norton Rose

**Motion by Council Member White
Second by Council Member Lara
To initiate a lawsuit against Norton Rose.
Approved by a 4-0 vote**

Adjourn to Closed Session

REGULAR SESSION

CALL TO ORDER

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

Absent: Council Member Carroll

Report out from Closed Session: *see above*

Action on any requests for excused absence: Council Member Carroll requested an excused absent.

Pledge of Allegiance

Approval/Adjustments to Agenda: **None**

Conflict of Interest Disclosure: **None**

ANNOUNCEMENTS/RECOGNITIONS/PROCLAMATIONS/CORRESPONDENCE

1. Eagle Scout Recognitions
2. Introduction of New Police Employees and Promotions

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.

3. Ratification of Warrants
4. Approval of Minutes

Moved by Council Member Mike Lara
Seconded by Mayor Pro Tem Rey Santos
To approve the Consent Calendar.

Absent: Nancy Carroll

Ayes: Mike Lara, Julio Martinez, Lloyd White, and Rey Santos

Approved by a 4-0 vote.

PUBLIC HEARINGS

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

5. Conduct a Public Hearing and Consideration of Tentative Parcel Map No. 37791 (PW2019-0005) for a Request to Subdivide 8.93 Acres into Two (2) Parcels with an Existing Storage Facility on a 5.28-Acre Parcel and a 3.65-Acre Vacant Parcel for Financing and Conveyance Purposes Only Located North of East First Street, South of East Second Street, East of Pennsylvania Avenue and West of Commerce Way at 1422 East First Street

Public Hearing opened and closed at 6:25 p.m.

No speakers.

Moved by Council Member Lloyd White

Seconded by Mayor Julio Martinez

To approve Tentative Parcel Map No. 37791 (PM2019-0005) for a two-year period, subject to the attached conditions of approval; and

Direct staff to prepare a Notice of Exemption for the applicant to record with the County Clerk.

Absent: Nancy Carroll

Ayes: Mike Lara, Julio Martinez, Lloyd White, and Rey Santos

Approved by a 4-0 vote.

ACTION ITEMS

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

6. Second Reading and Approval of "An Ordinance of the City of Beaumont Amending Title 5, Chapter 5.64 of the City of Beaumont Municipal Code to Peddlers; And Amending Title 5, Chapter 5.66, Sidewalk Vending"

Moved by Council Member Mike Lara

Seconded by Council Member Rey Santos

To approve at its second reading, the following, "An Ordinance of the City of Beaumont Amending Title 5, Chapter 5.64 of the City of Beaumont Municipal Code to Peddlers; And Amending Title 5, Chapter 5.66, Sidewalk Vending.

Absent: Nancy Carroll
Ayes: Mike Lara, Julio Martinez, and Rey Santos
Abstained: Lloyd White
Approved by a 3-0 vote.

7. Approval of Ramona Animal Shelter Contract

Moved by Council Member Mike Lara
Seconded by Mayor Julio Martinez
To renew the contract for a two-year term effective September 1, 2019.

Absent: Nancy Carroll
Ayes: Mike Lara, Julio Martinez, Lloyd White, and Rey Santos
Approved by a 4-0 vote.

8. Authorize Purchase of Network Security Hardware and Professional Services

Moved by Council Member Lloyd White
Seconded by Council Member Lara
To authorize the purchase of hardware from Golden Star Technologies for firewalls and switches plus 1 year warranty in the amount of \$48,466.54; and Approve and authorize the city manager to sign the VPLS professional services agreement for Fortinet firewall deployment services in the amount of \$42,236.00.

Absent: Nancy Carroll
Ayes: Mike Lara, Julio Martinez, Lloyd White, and Rey Santos
Approved by a 4-0 vote.

9. Approval of Requisition Greater than \$25,000

Moved by Council Member Mike Lara
Seconded by Council Member Lloyd White

To approve requisition 825 in the amount of 199,095.00 payable to Webb Municipal Finance, LLC.

Absent: Nancy Carroll

Ayes: Mike Lara, Lloyd White, Julio Martinez, and Rey Santos

Approved by a 4-0 vote.

10. Review and Approval of Conceptual Design for West Side Fire Station and Authorization for Staff to Initiate the Final Design Phase

Moved by Council Member Lloyd White

Seconded by Council Member Mike Lara

To review and approve the conceptual design for the West Side Fire Station and authorize staff to initiate the final design phase.

Absent: Nancy Carroll

Ayes: Mike Lara, Julio Martinez, Lloyd White, and Rey Santos

Approved by a 4-0 vote.

11. Approval of Compensation Plan and Salary Table

Moved by Mayor Julio Martinez

Seconded by Council Member Mike Lara

Approval of the Compensation Plan and Salary Table.

Absent: Nancy Carroll

Ayes: Mike Lara, Julio Martinez, Lloyd White, and Rey Santos

Approved by a 4-0 vote.

12. Receive and File the Potrero Bridge Project Summary and Construction Change Order Update

Moved by Council Member Mike Lara

Seconded by Council Member Rey Santos

Receive and file the Potrero Bridge Project Summary and Construction Change Order Update.

Absent: Nancy Carroll

Ayes: Mike Lara, Julio Martinez, Lloyd White, and Rey Santos

Approved by a 4-0 vote

13. Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project Status Update; and Authorize an Additional \$100,000.00 for the City Manager to Execute Agreements for Archaeological, Biological and Tribal Monitoring for the Brine Line and the Wastewater Treatment Plant for a Total Amount Not to Exceed \$350,000.00

Moved by Council Member Lloyd White

Seconded by Council Member Mike Lara

Receive and file the project updates, and Authorize an Additional \$100,000.00 for the City Manager to Execute Agreements for Archaeological, Biological and Tribal Monitoring for the Brine Line and the Wastewater Treatment Plant for a Total Amount Not to Exceed \$350,000.00.

Absent: Nancy Carroll

Ayes: Mike Lara, Julio Martinez, Lloyd White, and Rey Santos

Approved by a 4-0 vote.

14. Appointment to the Post Secondary Education Representative of the Economic Development Committee

Moved by Mayor Julio Martinez

Seconded by Council Member Mike Lara

Appoint Mr. Von Lawson as the Post Secondary Education Representative of the Economic Development Committee.

Absent: Nancy Carroll

Ayes: Mike Lara, Julio Martinez, Lloyd White, and Rey Santos

Approved by a 4-0 vote.

15. Legislative Updates and Discussion

COUNCIL REPORTS

- **Carroll** - Absent
- **Lara** - *No report*
- **Martinez** - *No report*
- **Santos** - *No report*
- **White** - *No report*

ECONOMIC DEVELOPMENT UPDATE

No report.

CITY TREASURER REPORT

No report.

CITY CLERK REPORT

Thanked staff for the new Monthly City Manager Newsletter.

CITY ATTORNEY REPORT

No report.

CITY MANAGER REPORT

Weed Abatement Update

FUTURE AGENDA ITEMS

- CFD Policy Review

ADJOURNMENT

Adjournment of the City Council of the September 3, 2019 Meeting at 7:36 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, September 17, 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: Todd Parton, City Manager

DATE: September 17, 2019

SUBJECT: Adoption of Resolution in Support for and Declaration of California Clean Air Day

Background and Analysis:

In California a coalition for clean air has been established to launch a Clean Air Day. Its intention is to improve community health and develop habits of clean air. This year, California Clean Air Day will take place on October 2, 2019. The objective of this day will be to encourage individuals, government agencies, businesses and non-profit organizations to do their part to improve air quality and protect public health.

Western Riverside Council of Governments (WRCOG) has contacted the City for participation in Clean Air Day by way of a tree planting ceremony. WRCOG has applied for a micro-grant to supply cities with trees, plaques and planting materials.

Fiscal Impact:

There is no fiscal impact at this time.

Recommendation:

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

Attachments:

[Resolution for the Declaration California Clean Air Day](#)

**RESOLUTION NO.
A RESOLUTION OF THE CITY OF BEAUMONT
IN SUPPORT FOR AND DECLARATION OF CALIFORNIA CLEAN AIR DAY**

WHEREAS, air pollution contributes to higher rates of cancer and heart and lung diseases, which adversely affect health; and

WHEREAS, California has some of the most polluted regions in the United States; and

WHEREAS, cities within the Western Riverside County face disproportionate, negative health impacts due to low air quality, falling within the California Environmental Protection Agency’s top 25% most disadvantaged communities, as denoted by SB 535; and

WHEREAS, it is vital that we protect the health and well-being of our residents, visitors, and workforce; and

WHEREAS, emissions from vehicles, industry, and even household sources significantly affect the natural environment, air quality and well-being of residents, employees, and visitors of the City of Beaumont; and

WHEREAS, individual actions such as not idling vehicles, walking or biking to work and school, carpooling, and conserving energy can directly improve air quality in our region; and

WHEREAS, everyone can play a role; and

WHEREAS, education about air quality can raise community awareness, encourage our community to develop better habits, and improve our community health; and

WHEREAS, Californians will be joining together across the state to clear the air on October 2, 2019; and

WHEREAS, the City of Beaumont is committed to the health of our residents, workforce, visitors, and community at large.

NOW, THEREFORE BE IT RESOLVED, by the City of Beaumont, that October 2, 2019, be declared “Clean Air Day” within its jurisdiction.

BE IT FURTHER RESOLVED that Department heads determine how their employees can participate in Clean Air Day, as appropriate, and report back on those actions.

BE IT FURTHER RESOLVED that we encourage all residents, businesses, employees, and community members to participate in Clean Air Day and help clear the air for all Californians.

Mayor

Date

Attested by:

City Clerk

Date



Staff Report

TO: Mayor and City Council Members

FROM: Elizabeth Gibbs, Community Services Director

DATE: September 17, 2019

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

Background and Analysis:

The State of California has set a goal to have five million electric vehicles on the road in California by the year 2030. The biggest challenge as identified by the state is the availability of fast-charging stations. To help increase the availability of fast-charging stations, California has increased grant opportunities available for this purpose. The City of Beaumont Transit Services was awarded two separate, reimbursable grants totaling \$271,870.00 for the design and installation of a fast-charge electric vehicle charging station. The charging station will be located in the Beaumont Civic Center parking lot, adjacent to the police station on Orange Ave. This location is ideal because it is centrally located within the downtown area, its close proximity to government buildings, its serviced by several public transit routes, and because it is the site of an unofficial park and ride location.

In April 2019, a request for proposal was published to design and install a public electric vehicle charging station with three chargers. The City received three responses, however, one respondent failed to submit the required bid documentation and was therefore disqualified. Staff interviewed the two remaining respondents and ultimately requested revised bids from both companies. During the interview process, it became clear to staff that the unknown factor for both respondents was the expectations and potential requirements of Southern California Edison (SCE). SCE would not speculate on the upgrades to the current power system that will be needed until a design is submitted for their review.

The cost proposals received were:

- Baker Electric itemized their costs of \$310,800 and accounted for \$60,000 allowance for SCE upgrades.
- The second contractor, Trillium, itemized their costs at \$313,987 with no allowance for SCE upgrades.

The Southern California Incentive Project (SCIP) grant requires a 5-year maintenance contract for the chargers which is included in the bid cost and will be compliant with the Americans with Disabilities Act (ADA), as required by federal law.

Fiscal Impact:

The City of Beaumont was awarded two reimbursable electric vehicle charging station grants totaling \$271,870:

- Southern California Incentive Project (SCIP)- \$240,000; and,
- Mobile Source Air Pollution Reduction Review Committee (MSRC)- \$31,870

Additionally, the Riverside County Transportation Commission (RCTC) has allowed for the reprogramming of past unspent State Transit Assistance (STA) funded grants and created project STA 2020-07 in the amount of \$100,000, bringing the total grant funds available for this project equal to \$371,870.

It should be noted that revenues generated by the electric vehicle charging station will contribute to the 10% farebox recovery ratio requirement mandated by the Transportation Development Act of 1971.

Recommendation:

1. Award a contract to Baker Electric for a public electric vehicle charging station in a contract amount not-to-exceed \$371,800; and,
2. Authorize the Mayor to execute an agreement with Baker Electric in accordance with the Beaumont Municipal Code purchasing ordinance.



City Manager Review: Todd Parton
City Manager

Attachments:

[Design Build Contract- Baker](#)

**DESIGN-BUILD CONTRACT
BETWEEN THE
CITY OF BEAUMONT
AND
DESIGN/BUILD CONTRACTOR**

This Design-Build Contract (“Contract”) is made and entered into this 17th day of September, 2019, by and between the CITY OF BEAUMONT (“City”), and Baker Electric, Inc., a California corporation (the “Design-Build Entity” or “Contractor”), for the purpose of designing and constructing the Public Electric Vehicle Charging Station. The CITY and the Design-Build Entity are herein collectively referred to as the “Parties.”

RECITALS

- A. The CITY issued a Request for Proposals to construct and operate the Public Electric Vehicle Charging Station (the “Project”) to be located in the City of Beaumont.
- B. The CITY desires to contract with a single entity for design and construction of the Project, as set forth in this Contract.
- C. The Design-Build Entity submitted a Proposal for the Project, which was selected as providing the best value for the Project, and is prepared to enter into this Contract.

AGREEMENT

In consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

1. TERMS.

1.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following Contract Documents, including all exhibits, drawings, specifications and documents thereto, and attachments and addenda thereto:

- a. Request for Proposal (“RFP”)
- b. All Attachments and Appendices to RFP
- c. Design-Build Entity Proposal dated May 24, 2019
- d. General Conditions
- f. All CITY approved Change Orders

1.2.1 Acknowledgement of Contract Documents. The above documents constitute and may hereinafter be referred to as the “Contract Documents.” In addition to signing this Contract, the Design-Build Entity shall review and execute where appropriate all the attachments to this Contract described above. Also, the Design-Build Entity shall initial this paragraph immediately below acknowledging that he or she has read, understood and agrees with all of the terms of the Contract Documents, including, but not limited to, provisions of the General Conditions relating

to indemnification, insurance, standards of performance, termination, compensation, and time of the essence performance. The Design-Build Entity shall not disclaim knowledge of the meaning and effect of any term or provision of the Contract Documents, and agrees to strictly abide by their meaning and intent. Notwithstanding the forgoing, in the event that the Proposal contains any terms or provisions that conflict with or are in addition to any other provisions of the other Contract Documents including, but not limited to, the RFP said conflicting terms shall not be deemed a part of the Contract Documents.

1.2.2 The Design-Build Entity's Basic Obligation. The Design-Build Entity promises and agrees, at its own cost and expense, to furnish to the CITY all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, and all portions thereof, as described in the Contract Documents (hereinafter the "Scope of Work"), for a Lump Sum Amount of Three Hundred and Ten Thousand Eight Hundred Dollars (\$310,800.00) as stated in the Proposal submitted by the Design-Build Entity and as attached to the RFP plus the actual cost paid to Southern California Edison for its related services which is estimated to be approximately Sixty Thousand Dollars (\$60,000.00). Unless otherwise stated in the Contract Documents, the Lump Sum Amount shall pay for all costs and expenses required to design and construct the Project.

1.2.3 Extra Work. Extra work shall be governed by the applicable provisions of the General Conditions. Extra work shall be compensated, and shall be initiated only upon written approval by the CITY as described in the General Conditions.

1.3 Standard of Performance. The Design-Build Entity's performance shall be consistent with the standards set forth in the Contract and the General Conditions.

1.4 Period of Performance. The Design-Build Entity guarantees that it shall perform and complete all work necessary for final completion of the Project by the Guaranteed Completion Date ("GCD") of: February 19, 2020.

1.5 The CITY 's Basic Obligation. The CITY agrees to engage and do hereby engage the Design-Build Entity as an independent contractor to furnish all materials and to perform all work described in the Scope of Work for the Project according to the terms and conditions herein contained for the Lump Sum Amount set forth above. Except as otherwise provided in the Contract, the CITY shall pay to the Design-Build Entity, as full consideration for the satisfactory performance by the Design-Build Entity of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in this Contract.

1.6 CITY 's Representative. The CITY hereby designates Todd Parton, City Manager or his/her designee as the person to act as its representative for the performance of this Contract ("CITY's Representative"). The CITY's Representative shall be authorized to act as liaison between CITY and the Design-Build Entity in the administration of this Contract and all work on the Project. The CITY's Representative shall have the power to act on behalf of the CITY for all purposes under this Contract. CITY may designate new and/or different individuals to act as CITY's Representative from time to time upon written notice to the Design-Build Entity.

1.7 Design-Build Entity's Representative. The Design-Build Entity hereby designates _____, Project Manager to act as its representative for the performance of this Contract ("Design-Build Entity's Representative"). Design-Build Entity's Representative shall have full authority to represent and act on behalf of the Design-Build Entity for all purposes under this Contract. The Design-Build Entity's Representative shall supervise and direct all work on the Project, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the work pursuant to this Contract.

1.8 Design-Build Entity's Licensing. The Design-Build Entity shall have only appropriately licensed contractors performing work on the Project as required by the Business and Professions Code. The Design-Build Entity shall act as the licensed general contractor for the Project. Design-Build Entity's general contractor shall perform all services required under the Contract Documents in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform such services in the same discipline in the State of California, and the Design-Build entity shall be fully responsible to the CITY for any damages and/or delays to the Project as specified in the indemnification provisions of this Contract. Any change in the general contractor shall be subject to the CITY's prior written approval, which approval shall not be unreasonably withheld. The new general contractor shall be of at least equal competence as the prior general contractor. In the event that CITY and Design-Build Entity cannot agree as to the substitution of a new general contractor, the CITY shall be entitled to terminate this Contract as described in the General Conditions.

1.9 Design-Build Entity's Designer of Record. The Design-Build Entity shall act as the Designer of Record. The Designer of Record shall perform all services required under the Contract Documents in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform such services in the same discipline in the State of California, and the Design-Build entity shall be fully responsible to the CITY for any damages and/or delays to the Project as specified in the indemnification provisions of this Contract. Any change in the Designer of Record shall be subject to the CITY's prior written approval, which approval shall not be unreasonably withheld. The new Designer of Record shall be of at least equal competence as the prior Designer of Record. In the event that CITY and Design-Build Entity cannot agree as to the substitution of a new Designer of Record, the CITY shall be entitled to terminate this Contract as described in the General Conditions.

1.10 Design-Build Entity's Indemnification. As provided in the General Conditions, the Design-Build Entity agrees to protect, save, defend and hold harmless, to the greatest extent provided by law, the CITY, its governing board and each member thereof, its officers, agents and employees from any and all claims, liabilities, reasonable expenses or damages of any nature, including reasonable attorney's fees, for injury or death of any person, or damage to property, or interference with the use of property arising out of the negligent acts, errors or omission, or willful misconduct by the Design-Build Entity, the Design-Build Entity's agents, officers, employees, sub-consultants, or independent consultants hired by the Design-Build Entity to provide services pursuant to this Contract. The only exception to the Design-Build Entity's responsibility to protect, save, defend and hold harmless the CITY is where a claim, liability, expense or damage occurs due to the sole negligence or willful misconduct of the CITY. This hold harmless provision shall apply to all liability, as provided for above, regardless of whether

any insurance policies are applicable. Insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Design-Build Entity.

In claims against any person or entity indemnified under this provision, that are made by an employee of the Design-Build Entity or any Subcontractor, a person indirectly employed by the Design-Build Entity or any Subcontractor, or anyone for whose acts the Design-Build Entity or any Subcontractor may be liable, the indemnification obligation under this provision shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for Design-Build Entity or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts or any other insurance limitations. The indemnification obligations under this provision shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty. Joint and several liability shall apply to the Design-Build Entity. In the event the Design-Build Entity and one or more than one other party is connected with an accident or occurrence covered by this indemnification, then all such parties shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among such indemnifying parties for the loss and expense of any such indemnification shall be resolved without jeopardy to any indemnitee listed herein.

1.10.1 Waiver of Consequential Damages. Notwithstanding anything in this Contract to the contrary, the Contractor and CITY waive all claims against each other for all consequential damages arising out of or related to this contract. This mutual waiver includes: Damages incurred by the CITY for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

1.11 The Design-Build Entity's Labor Certification. The Design-Build Entity maintains that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of all work described in the Scope of Work for the Project.

1.12 Labor Code Compliance. The Design-Build Entity shall comply with the prevailing wage provisions of the California Labor Code and the prevailing wage rate determinations of the Department of Industrial Relations. A copy of these rates shall be posted at the job site. It shall be mandatory upon the Design-Build Entity and all subcontractors to comply with all Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor, and debarment of the Design-Build Entities and subcontractors. Execution of the Agreement by the parties constitutes their agreement to abide by all applicable provisions of the California Labor Code; constitutes contractor's certification that it is aware of the provisions of said Code and will comply with them; and further constitutes Contractor's certification as follows:

"I am aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self insurance

in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

1.13 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Contract, the prevailing party in such action shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

1.14 Successors. The parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract. The Design-Build Entity may not either voluntarily or by action of law, assign any obligation assumed by the Design-Build Entity hereunder without the prior written consent of the CITY.

1.15 Notices.

All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

DESIGN-BUILD ENTITY:

Baker Electric
1298 Pacific Oaks Place
Escondido, CA 92029
Telephone: (760) 745-2001
Attn: David Lacombe

CITY:

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

Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail, first class postage prepaid, addressed to the party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

1.16 Attachments. All Attachments referenced in this Contract are incorporated into the Contract by this reference.

1.17 Recitals.

The above referenced recitals are true and correct and are incorporated into this Contract by this reference.

1.18 Authority of Signatories.

The persons executing this Contract on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

CITY:

CITY OF BEAUMONT

By: _____
Julio Martinez Mayor

DESIGN-BUILD ENTITY:

Baker Electric, Inc., a California corporation

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____
Steven Mehlman City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney



Website:
www.beaumontca.gov

Address:
550 E. 6th Street
Beaumont, CA 92223

Phone:
951.769.8530

Request for Proposals For Public Electric Vehicle Charging Station

Proposals Due By:

3:00 pm
April 4, 2019

Contact:

Celina Cabrera
Management Analyst
ccabrera@beaumontca.gov

RFP Available:

www.publicpurchase.com



OVERVIEW

The City of Beaumont (“City”) is issuing this document, a Request for Proposals (“RFP”) to request proposals from qualified Contractors to design, furnish, and install four (4) Charge Point CPE 200 Level 2 electric vehicle (EV) charging stations for public use on City-owned property located adjacent to Beaumont Civic Center located at 550 E 6th Street, Beaumont, CA. A turnkey solution is sought in which the Contractor shall design, furnish, install, coordinate with utilities including SCE, facilitate networking agreement, and maintain the requested EV chargers for a period of sixty (60) months.

BACKGROUND

The City of Beaumont was incorporated in November 1912. The City is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County area (Cherry Valley), on the south by unincorporated County area and the City of San Jacinto, and on the east by the City of Banning. The land area within the City’s boundaries is approximately 26 square miles.

SCOPE OF SERVICES

The City has described the proposed Scope of Services in Exhibit A attached to this RFP and is incorporated herein by reference.

ADDITIONAL CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for completing the specified services in accordance with the City’s Agreement of Services by Independent Contractor (Exhibit B)

TERM

The term of the agreement shall be determined upon need of services and consistent with City’s policies. The initial period of the contract is for one (1) year, with extensions approved by City Council, subject to agreement terms and the Beaumont Municipal Code.

SOLICITATION SCHEDULE

EVENT	DATE
RFP Issued	March 18, 2019
Questions Due from Bidders	March 25, 2019

**City of Beaumont
Request for Proposal**



Public Electric Vehicle Charging Station

City Response to Bidders with advertised Addendum #1	March 28, 2019
Bid Proposals Due	April 4, 2019 at 3:00 p.m.

QUESTION AND ANSWER PERIOD

Inquiries regarding this RFP must be submitted in writing and should be emailed to Celina Cabrera, ccabrera@beaumontca.gov and Aftab Hussain ahussain@beaumontca.gov

The cut-off date for questions and inquiries relating to this RFP is indicated on the solicitation schedule. Addendum to this RFP, if any, will be posted on Public Purchase webpage.

No telephone calls will be permitted.

SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by City of Beaumont, at the appropriate location by the required time in a sealed envelope.

Contractors should submit one (1) hard copy marked original, three (3) additional hard copies, and one (1) digital copy on either CD or flash drive in accordance with the bid submission deadline, which is **3:00 pm on April 4, 2019** to the following location:

City of Beaumont
Attn: Celina Cabrera
550 E 6th Street
Beaumont CA 92223

Responses received after this date and time will not be considered. Emailed and/or faxed proposals will not be accepted. The City is not responsible for lost or misdirected documents. Bids must be enclosed in a sealed envelope/package bearing the name of the Bidder and titled “RFP for Public Electric Vehicle Charging Station” clearly marked on the outside of the envelope.

The prospective bidder assumes sole responsibility for submitting a complete bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder’s failure to comply with all requirements of the RFP.

No postmarked proposals will be accepted. 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 30 pages (not including resumes),

**City of Beaumont
Request for Proposal**



Public Electric Vehicle Charging Station

using minimum 12-point font size.

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**: Maximum of two (2) pages serving as an Executive Summary, which shall include an understanding of the Scope of Services (outlined in Exhibit A). The RFP shall be transmitted with a cover letter that must be signed by an official, authorized to bind the Contractor contractually. The cover letter accompanying the RFP shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the Contractor. The cover letter constitutes certification by the Contractor, under penalty of perjury, that the Contractor complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the Contractor may be rejected.
- B. **Introduction/Information**: Introduction of the service proposal, including a statement of understanding the types of services requested. Provide a discussion on how the objectives of the Scope of Services (Exhibit A) will be accomplished. Provide the name of the firm submitting the proposal, mailing address, telephone number and the name of the individual to contact if further information is required. Any participating Contractors and proposed sub-Contractors shall be identified and included in the proposal (all sub-Contractors must be approved by City prior to signing the agreement with City).
- C. **Firm Profile**: Provide the firm name, including number of personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, and relevant experience. Include any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice.
- D. **References**: Three to five references from current or past clients. Discuss the services you have provided or are currently providing to them. Include references your company has provided services for that were directly funded by Southern California Incentive Project (SCIP) rebate program. Be sure to include reference's business name, contact person, address and phone number length of time services were provided, and a description of the services provided.
- E. **Scope of Services**: Scope of Services provided in Exhibit A. Provide a description of how the tasks, sub-tasks, and deliverables will be provided. Responses should be presented in

**City of Beaumont
Request for Proposal**



Public Electric Vehicle Charging Station

a logical format that can be easily attached to the Agreement of Services by Independent Contractor.

- F. **Cost Proposal:** Cost proposal should detail and itemize all costs related to the services requested, as outlined in Scope of Services. An estimate of any additional fees that may accrue over the course of the contract should also be itemized.

Should additional work be required, which is beyond the scope of this RFP but is related to the overall contract, the Contractor will be requested to submit a written proposal and upon approval, a purchase order will be issued to authorize the work.

- G. **Liability Insurance:** The selected Contractor will be required to have professional liability insurance including liability at a minimum of one million (\$1,000,000) per occurrence and two million (\$2,000,000) in aggregate, 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.

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.

NON-COMMITMENT TO CITY

The City reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. 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.

CONFLICT OF INTEREST

The Contractor 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 Contractor shall also list current clients who may have a financial interest in the outcome of this contract.

PROPOSAL EVALUATION/SELECTION

The City intends to engage the most qualified Contractor available that demonstrates a thorough understanding of the City’s needs. City staff will use the following criteria to evaluate the proposals:

Criteria	Points
Understanding of the Scope of Services	10
Approach to Performing this Type of Service	10
Time Line	10
Related Experience with SCIP grant funded projects	20
Itemized Cost Proposal for Design, Construction, Maintenance and Network	50
Total	100

1. The successful Contractor will be required to provide all necessary equipment needed to perform the service.
2. The successful Contractor will coordinate utility notifications and work at the job site.

EXHIBITS

- A. Scope of Services
- B. Agreement for Services by Independent Contractor

----- END OF REQUEST FOR PROPOSAL -----

EXHIBITS TO FOLLOW

**City of Beaumont
Request for Proposal**



Public Electric Vehicle Charging Station

EXHIBIT A

SCOPE OF SERVICES

City of Beaumont has secured Southern California Incentive Project (SCIP) rebate funding for the installation of four (4) electric vehicle charging stations located adjacent to Beaumont Civic Center. Contractors submitting a proposal shall be familiar with the guidelines of SCIP and provide references and recent projects funded by SCIP.

Beaumont is seeking a turnkey solution in which the Contractor shall design, furnish, install, coordinate with utilities including SCE, facilitate networking agreement, and maintain the requested EV chargers for a period of sixty (60) months.

Equipment Requirements (as outlined in approved application submitted to SCIP for funding):

1. Four (4) New ChargePoint CPE 200 units.
2. Equipment must meet both CHAdeMO and Combined Charging System (CCS) standards for electric vehicle chargers and have both a CHAdeMO and CCS Connector.
3. Equipment must be networked, which is defined as a charger connected to a backend network operations center, which at a minimum enables remote diagnostics, remote start, and usage data collection.
4. Equipment capable of delivering electricity to a plug-in electric vehicle at a minimum of 50kW or greater.
5. Equipment must use an open standard protocol as a basic framework for purposes of network interoperability.
6. Equipment must be able to accept some form of credit card payment and accept more than one form of payment. The equipment is not required to have a credit card reader installed, but credit card payment must be accepted in some form (e.g. App, toll free, etc.)
7. Equipment must be approved by a NRTL, that is accredited to certify EVSE standards. Underwriter's Laboratory (UL), Intertek (ETL) and MET Laboratories, Inc. are all currently accredited NRTLs

Role of Contractor

1. Design Electric Vehicle (EV) Charging Station located at 600 Orange Ave, Civic Center Parking Lot located adjacent to Beaumont Civic Center.

**City of Beaumont
Request for Proposal**



Public Electric Vehicle Charging Station

2. Furnish equipment as outlined in the Equipment Requirements above
3. Coordinate with City of Beaumont Building and Safety Department to acquire permits.
4. Coordinate with utility companies including Southern California Edison (SCE) for power and telecommunications for networking capability.
5. Install EV Charging units with payment reader or other type of payment platform.
6. Include warranty or maintenance information on the installed product for a term of no more than 5 years as is required by SCIP rebate.
7. Facilitate a 5-year network service agreement.
8. Pay prevailing wage in accordance with California Prevailing Wage Law.
9. Submit completed copy of the purchase invoice for all design costs. A completed invoice must be executed and signed. It includes an itemization of credits, discounts, and incentives received, if applicable.
10. Submit completed copy of the purchase invoice for all installation costs. A completed invoice must be executed and signed. It includes an itemization of credits, discounts, and incentives received, if applicable.
11. Submit completed copy(s) for the purchase of equipment. A completed invoice must be executed and signed. It includes an itemization of credits, discounts, and incentives received, if applicable.
12. Coordinate with City of Beaumont Building & Safety Department for inspections.
13. Submit a copy of final inspection card.
14. Submit a copy of the utility service order.
15. Submit copy of 5-year network agreement.
16. Provide a Charging Session Data file from the chargers once it is operational.

Time Line

1. Design station and charger locations, obtain permits and coordinate with utilities to obtain a utility service order completed by July 1, 2019.
2. Project must be completed, operational and all invoices and required paperwork submitted by November 1, 2019.

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Cost Proposal

1. Contractor should itemize cost proposal to include:
 - a. Design
 - b. Equipment Purchase
 - c. Installation
 - d. Utility coordination and facilitation (list each entity)
 - e. Maintenance agreement for a period of sixty (60) months.
 - f. Other fees associated with the project not listed above.

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EXHIBIT B

Agreement for Services by Independent Contractor

Agreement of Services by Independent Contractor

THIS AGREEMENT FOR SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the ___ day of ___, 2018, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and _____, a California corporation, whose address is _____ (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. CITY desires to engage CONTRACTOR to design, furnish, install, coordinate with utilities including SCE, facilitate networking agreement, and maintain EV chargers; and
- B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

- 1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.
- 2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: design, furnish, install, coordinate with utilities including SCE, facilitate networking agreement, and maintain EV chargers and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates _____ as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR. Notwithstanding anything to the contrary herein, any provisions in the Proposal that are in addition to or inconsistent with the terms of this Agreement shall be deemed invalid and shall have no force or effect.
- 3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’s sole cost and

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expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed _____.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

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5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 **Drug-free Workplace Certification.** By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. **Insurance.** CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:



6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required ___ /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.



7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY’s protection without CITY’s prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys’ fees incurred by CITY, court costs, interest, defense costs, including 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 performance of this Agreement. CONTRACTOR’s obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR’s agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

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9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR

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shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having

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such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: _____
Julio Martinez, Mayor

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

Attachment #1

**Location of Future Charging Station
@ parking lot corner of 6th Street, Orange Ave in Beaumont, CA
Adjacent to Beaumont Civic Center and Police Station**



BID BOND

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the City of Beaumont, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20____, for **Design and Installation of Public Electric Vehicle Charging Station located at East Parking lot of Beaumont Civic Center which address is 550 E 6th Street, Beaumont, CA 92223**

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporation.

(Corporate Seal)

Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

STATE OF CALIFORNIA)
)
CITY OF _____)

ss.

On this _____ day of _____, in the year 2019, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.



relationships with the City that may have an impact on the outcome of this contract or any resulting project. The Contractor shall also list current clients who may have a financial interest in the outcome of this contract.

PROPOSAL EVALUATION/SELECTION

The City intends to engage the most qualified Contractor available that demonstrates a thorough understanding of the City’s needs. City staff will use the following criteria to evaluate the proposals:

Criteria	Points
Understanding of the Scope of Services	10
Approach to Performing this Type of Service	10
Time Line	10
Related Experience with SCIP grant funded projects	20
Itemized Cost Proposal for Design, Construction, Maintenance and Network	50
Total	100

1. The successful Contractor will be required to provide all necessary equipment needed to perform the service.
2. The successful Contractor will coordinate utility notifications and work at the job site.

EXHIBITS

- A. Scope of Services
- B. Agreement for Services by Independent Contractor

----- END OF REQUEST FOR PROPOSAL -----

EXHIBITS TO FOLLOW

March 26, 2019



Addendum #1

Public Electric Vehicle Charging Station

TO: All Potential Contractors:

This addendum forms a part of the contract documents for the above-identified project and modifies the original Request for Proposal as noted below. Portions of the Proposal, not specifically mentioned by the Addendum, remain in force. All trades affected shall be fully advised of these changes, deletions, and additions.

Upon award of contract, winning contractor will be required to submit a Performance and Payment Bond for the construction phase.

Please note that a signed Acknowledgement of Addendum #1 (located at the end of this document) will be required to be submitted with your proposal.

Updated Evaluation Grading will be Attachment #3 to this document.

Questions and Answers

- 1) How many chargers will be installed?
 - a. RFP states 4 chargers, but after confirmation with the rebate program, only 3 will be funded. That means, we only will be requiring the installation of 3 chargers.

- 2) Are substitutions of Equal or better specs to ChargePoint allowed?
 - a. Yes. There is an Equipment Eligibility List provided by CALeVIP of DCFC's. Although the rebate was originally written for the CPE200, clarification has been received that eligible substitutions can be considered. We will accept the following DCFC Level 3 Chargers as substitutions to ChargePoint CPE200:
 - i. ChargePoint CPE250
 - ii. Efacec HV160
 - iii. Efacec HV350
 - iv. Tritium TR193-50-01-US

March 26, 2019

- 3) The document incorrectly states Level 2 EV charging station in the Overview Section
 - a. Yes. That is true. Revised overview should omit the Level 2 reference and instead reference DCFC.

- 4) Will accessibility be required as stated in CBC 11.B.228?
 - a. Yes. We expect that the design will include accessibility requirements.
- 5) What are ADA requirements?
 - a. ADA requirements should adhere to state and federal mandates.
 - b. See this link for additional information-
https://calevip.org/sites/default/files/docs/calevip/CALeVIP_Accessible_EV_Parking_Requirements.pdf

- 6) Provide a Map of the location
 - a. See Attachment #1

- 7) A map of the location was not provided in the RFP. The SCE information can be ascertained once on site. Can a map of the proposed site be provided?
 - a. Map is attached titled 'Attachment A'

- 8) Would the City provide a screenshot of the proposed charging location indicating what area is available for the chargers?
 - a. Please see Attachment #1

- 9) Which adjacent parking lot will the new EV chargers be installed? The parking lot on the east side or north side of the building?
 - a. Chargers will be on the east side of the building.
 - b. Map is in 'Attachment A'.

- 10) Is there a scheduled job walk for the project?
 - a. No. There is not a job walk scheduled.
 - b. Location is in a public parking lot and interested parties may visit the location at their convenience.
 - c. A job walk can be requested with Staff by emailing ccabrera@beaumontca.gov and ahussain@beaumontca.gov

- 11) Will you require a Bid Bond?
 - a. Yes. See Attachment #2
 - b. One must be submitted with the proposal.

- 12) Is this project a "prevailing wage" project?
 - a. Yes. Onsite workers are mandated to be paid prevailing wage

March 26, 2019

- b. See this site for additional information-
<https://www.energy.ca.gov/contracts/PON-11-604/10-Attachment-J Information on Compliance with Prevailing Wage.pdf>
 - c. Certified payroll will be required pursuant to Dept of Industrial Relations
www.dir.ca.gov
 - d. More information can be found at <https://www.dir.ca.gov/oprl/2019-1/PWD/index.htm>
- 13) Is EVITP a requirement from the City of Beaumont, SCIP and/or SCE?
- a. EVITP is not a specific requirement of City of Beaumont or SCIP.
 - b. However, under the SCIP Implementation Manual, the DCFC's shall be "installed by a qualified and licensed contractor in accordance with all local, state and federal codes and permitting inspection requirements".
 - c. Respondents should list their qualifications in their proposals.
- 14) Will you require a Lead-Time Document?
- a. Timeline is worth 10 points out of a hundred in the proposal grading.
 - b. It should be clearly stated in your proposal your lead time as to when you will be able to secure the unit you are proposing to install.
 - c. We are on a strict timeline to ensure rebate funding does not expire.
- 15) Has the city made an application through the SCE's Charge Ready Program?
- a. No. This program is reserved for another project in the near future.
 - b. The rebate that is funding this project is the Southern California Incentive Program (SCIP). Contractors are graded based on their experience with this program.
- 16) What is the available power at the site and are utility upgrades required?
- a. Unknown. This is part of the scope of work of the project.
- 17) Can the City provide a sketch of Source of Power and where the chargers will be installed to give an idea of how long we will need to run wires?
- a. The city does not have a sketch for the design, however Attachment #1 has a map of the location and the general area in which we would like the charging units.
- 18) Has the City of Beaumont coordinated with SCE in order to disburse information regarding the project to all contractors?
- a. City of Beaumont has not coordinated with SCE on this project and has not contacted them.
- 19) Are there any network requirements if the units have cellular connectivity?

March 26, 2019

- a. Yes. SCIP guidelines states, “Maintain a 5-year network service agreement immediately after the equipment installation”.
- 20) Regarding the station design schedule, is the City expecting to review the design drawings throughout design? If so, what review cycle should we anticipate and how often does the city expect to review drawings?
- a. Once awarded, a kickoff meeting will be held with staff and awarded contractor to discuss the design/location of the chargers.
 - b. We will be in touch throughout the design process but will only need to see the drawings once before being submitted to utility companies or Building & Safety Department for permits.
- 21) Is there an existing electrical panel that can be utilized for electrical equipment associated to the proposed charging station? (i.e. space for breakers)
- a. No. There are 2 distribution/SCE lines on each side of parking lot.
 - b. Part of the design/build would be to provide all utility coordination and installation needed for a turnkey system.
- 22) In our experience, it is difficult to predict how long it takes to receive a permit after drawings are submitted to the local permitting agency. The contractor has no control over the amount of time taken by the permitting agency to review drawings and provide an approved permit. Is there a driver behind the July 1st timeline? Can the city provide assurance of the time from submission of drawing to approval of permit?
- a. Permits for the project will be issued by City of Beaumont Building & Safety Department
 - b. First plan submittal is 10 business day turn around for either corrections or approval. 2nd plan review is 5 business days.
 - c. The driver behind the July 1st timeline is for first milestone reporting to SCIP agency that is providing the rebate funding for the project.
- 23) Since the City of Beaumont is the facilitator of this work, should we expect that permit fees are going to be waived?
- a. The plan check, and permit issued by City of Beaumont Building & Safety Department will be at no charge.
- 24) Will permit and utility fees for the project be covered by City of Beaumont?
- a. Only the permit fees for the building permit itself will be covered by City of Beaumont.
 - b. Cost proposals should include anticipated fees associated with utilities.
- 25) Does the City have specs around the maintenance schedule or should the Contractor propose a maintenance schedule based on charger manufacturer

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guidance and contractor experience?

a. Maintenance schedule is dependent on manufacturers recommendations.

26) Are references from SCIP funded projects a hard requirement for the bidder?

a. Yes. This is a requirement.

Attachments:

1. Site map and location
2. Bid Bond
3. Revised page 5 of the evaluation grading

Please include this page with proposal submittal. By signing this you acknowledge the content of this Addendum and are in receipt of Attachments listed above.

Signature: _____

Company: _____

March 27, 2019



Addendum #2

Public Electric Vehicle Charging Station

TO: All Potential Contractors:

This addendum forms a part of the contract documents for the above-identified project and modifies the original Request for Proposal as noted below. Portions of the Proposal, not specifically mentioned by Addendum #1 or #2, remain in force. All trades affected shall be fully advised of these changes, deletions, and additions.

The below statements are to clarify some answers issued in Addendum #1.

Please include the following required information with your bid proposals:

- 1) What is the current daily DC utility usage of the proposed product being used in the San Geronio Pass Area?
- 2) What is your maintenance response time? Include parts and labor.
- 3) What is your guaranteed up-time of the equipment you are proposing?
- 4) Outline the driver's experience and benefits to the charging unit you are proposing.
- 5) Service location will require new SCE service and contractor shall provide all labor, material and pay applicable fees to SCE to provide new service feed. There are potentially 2 areas in which the service could be done. Bids should include design and drawing fees for the SCE service drop.
- 6) Sub-contractors must be listed in your proposal.
- 7) Experience with SCIP is required, please include references in which you performed work with SCIP funding.

March 27, 2019

8) Provide references of user companies/entities that you have installed your proposed unit.

Please include this page with proposal submittal. By signing this you acknowledge the content of Addendum #2.

Signature: _____

Company: _____

April 2, 2019



Addendum #3

Public Electric Vehicle Charging Station

TO: All Potential Contractors:

This addendum forms a part of the contract documents for the above-identified project and modifies the original Request for Proposal as noted below. Portions of the proposal, not specifically mentioned by Addendum #1, #2, or #3 remain in force. All trades affected shall be fully advised of these changes, deletions, and additions.

City of Beaumont has extended the due date for the Public Electric Vehicle Charging Station to Tuesday, April 16, 2019 at 3:00 pm.

Please include this page with proposal submittal. By signing this you acknowledge the content of Addendum #3.

Signature: _____

Company: _____



1298 Pacific Oaks Place
 Escondido, CA 92029
 760.745.2001 Tel
 760.745.3610 Fax

Friday, May 24, 2019

BTW: 31010-19

City of Beaumont
 550 E 6th Street
 Beaumont, CA 92223

Attention: Celina Cabrera

Re: Public Electric Vehicle Charging Station

Celina,
 Thank you for this opportunity to bid on this scope of work, and we look forward to working with you.

We propose to furnish labor, materials and equipment to perform the electrical work on the above referenced project for the amount shown below. This proposal is based on the scope of work shown on the drawings, specifications and the following clarifications/exclusions listed below. This proposal is contingent upon contract terms and conditions being acceptable to Baker Electric, Inc.

Electrical Sheets: N/A

Specification Sections: NEC

Addendums Acknowledged: 1, 2 & 3

Design	\$7,867.61
Equipment Purchase	\$130,325.61
Installation	\$ 110,052.42
Utility Coordination	\$1,741.76
Maintenance Agreement (60 months)	\$ 51,812.60
Other Fees	\$0.00
Total Base Bid	\$ 310,800.00

Adder;
Utility Fee Allowance **\$ 60,000.00**

Per conversation with SCE, we believe the \$60,000 allowance will not be needed due to the fact that this is a new service and the POC is within the allowed distance covered for new service to provide power from SCE

TOTAL WITH ADDER **\$371,800.00**





1298 Pacific Oaks Place
Escondido, CA 92029
760.745.2001 Tel
760.745.3610 Fax

Electrical Scope:

Design, furnish and install three (3) ChargePoint Express 250 Level 2 electric vehicle charging stations for public use.

Clarifications:

1. ChargePoint will be serving as the SCIP subject matter expert for the experience portion of this RFP
2. Assuming the POC for SCE is the Transformer at the rear right corner of the Civic Center. New transformer that is required to take voltage from 208 to 480 will be set next to the existing transformer and 480 will be brought across the street to the new meter pedestal. Wire by SCE.
3. Please see the Balance of the proposal for remaining clarifications and exclusions.
4. RFP is contingent on acceptance of ChargePoint T&C and MSA
5. This bid is based on the use of approved industry standard materials and methods.
6. Proposal is based upon a concurrent construction schedule with no delays.
7. Standard lead-times apply; no expediting of manufacturing or delivery has been included in this proposal.
8. Pricing is based on Baker having control of design as it relates to maintaining the pricing above.
9. Pricing is based on both existing SCE services being in good working order, we will review and provide an evaluation of existing to remain to owner and SCE.
10. This bid assumes that we will have access to the work are during normal business hours.
11. It is presumed that the existing electrical service/equipment can accept any/all of the added electrical equipment/demand, and that all existing equipment is in good working conditions to accept the alterations per the above scope of work.
12. This bid includes a 1 year warranty on all work from Baker Electric.

Exclusions:

1. Unforeseen conditions.
2. Hazardous material survey or removal and disposal of any hazardous materials.
3. BIM, 3-D modeling.
4. Owner certified insurance programs.
5. Payment and performance bond.
6. Cutting, coring, patching and painting for all interior surfaces.
7. Any work in asbestos or lead contaminated environments or work requiring containment areas and/or special containment clothing / protection suits.
8. Seismic Bracing to existing conduits.
9. Seismic Engineering to existing conduits.
10. Working in energized electrical gear, or on energized electrical devices.

This proposal is contingent upon:

- *Payment for the below services will be due in full upon completion of the work. If the duration of the project extends past one month, Baker Electric will submit an invoice for*





1298 Pacific Oaks Place
Escondido, CA 92029
760.745.2001 Tel
760.745.3610 Fax

the work accomplished in that month. All invoices are due and payable within fifteen (15) days of receipt or 2% interest per month may be added at the sole discretion of our firm. In the event it shall become necessary for Baker Electric to institute legal proceedings to collect the cost of the charge as set forth herein, then and in that event the unsuccessful party shall pay to the successful party reasonable attorney fees.

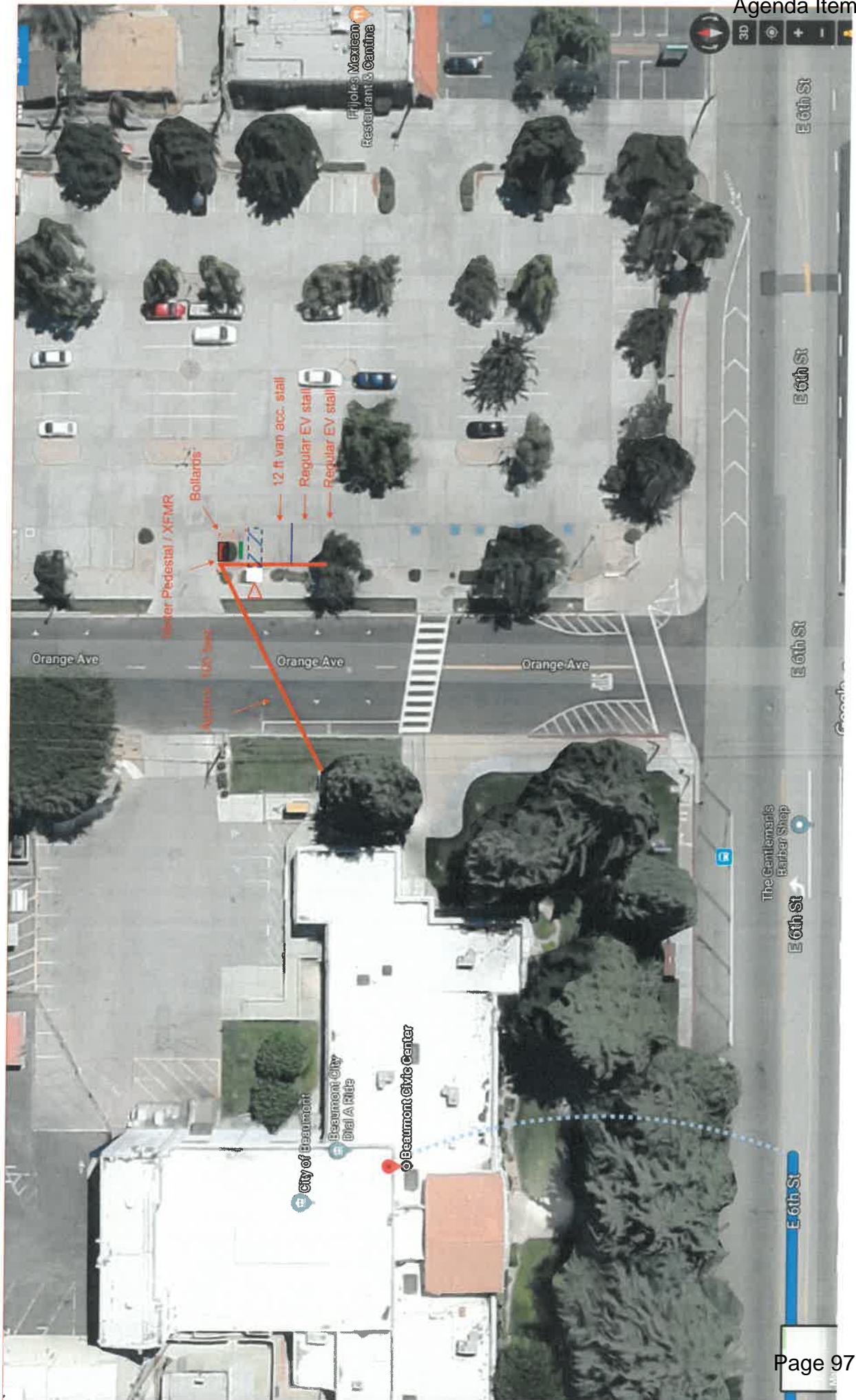
- *This proposal is based upon not participating in an OCIP or Wrap Insurance Program. In the event this is a requirement of the project, Baker Electric will need to be notified of the content and requirements of the program at time of project award, an insurance credit, if applicable, will be provided by Baker Electric and Baker Electric will require a \$ 1,500.00 administration fee to be added to the contract for the management and administrative effort required to participate within the OCIP, CCIP or Wrap Program.*

Please call me at (760-891-6837) if there are any questions regarding this proposal. This quotation is valid for (30) days from the date of proposal, and any modifications or amendments to this document must be in writing.

Sincerely,

R. Jae Free
Estimating Manager
Baker Electric, Inc.
Phone (760) 745-2001 Ext. (5058)
Fax: (760) 745-0321
Cell (760) 891-6837





CITY OF BEAUMONT**GENERAL CONDITIONS TO DESIGN BUILD CONTRACT****I. SCOPE OF WORK**

The CONTRACTOR shall perform within the time set forth in the Design Build Contract (“Contract”) and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection therewith Project (hereinafter “Project”).

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 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 Contract 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 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 stated in the Contract.

IV. PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment, the CITY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in these General Conditions, which are fully incorporated into the Contract 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

- A. 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.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use

counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnites as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnites herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnites to the fullest extent allowed by law.

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 the County of Riverside, 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.

C. 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 _____ whose title is _____ 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 these 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 additional CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- Non-Collusion Affidavit
- Faithful Performance Bond
- Labor and Materials Payment Bond
- Bid Bond
- Plans and Specifications (To be provided to City by Contractor)
- Drawings (To be provided to City by Contractor)
- Change Orders

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.

ADDITIONAL GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Engineer and/or the City.
- b. Act of God an Act of God is an earthquake of magnitude 3.5 on the Richter scale and tidal waves.
- c. Approval means written authorization by City Engineer and/or City.
- d. Contract Documents includes all documents as stated in the Contract.
- e. City and Contractor are those stated in the Contract. The terms City and Owner may be used interchangeably.

- f. Day shall mean calendar day unless otherwise specifically designated.
- g. Engineer shall mean the City Engineer, or his or her designee, of the Department of Public Works for the City of Beaumont, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the “City’s Representative” or “Representative” in the Contract Documents.
- h. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the City Engineer and/or City.
- i. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the City Engineer and/or City is intended, unless stated otherwise.
- j. Install means the complete installation of any item, equipment or material.
- k. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.
- l. Perform shall mean that the Contractor, at Contractor’s expense, shall take all actions necessary to complete The Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.
- m. Project is The Work planned by City as provided in the Contract Documents.
- n. Provide shall include provide complete in place, that is furnish, install, test and make ready for use.
- o. Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- p. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. Except for Sections 1-9 of the Standard Specifications for Public Works Construction (“Greenbook”), 2015 Edition which are specifically excluded from incorporation into these Contract Documents, the Work shall be done in accordance with the Greenbook, including all current supplements, addenda, and revisions thereof. In the case of conflict between the Greenbook and the Contract Documents, the Contract Documents shall prevail.
- q. The Work means the entire improvement planned by the City pursuant to the Contract Documents.

- r. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

- a. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- b. **Interpretations.** The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
 - 1. Change Orders or Work Change Directives
 - 2. Addenda
 - 3. Special Provisions (or Special Conditions)
 - 4. Technical Specifications
 - 5. Plans (Contract Drawings)
 - 6. Contract
 - 7. General Conditions
 - 8. Greenbook Standard Specifications
 - 9. Standard Plans
 - 10. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

- 1. Figures govern over scaled dimensions
- 2. Detail drawings govern over general drawings
- 3. Addenda or Change Order drawings govern over Contract Drawings
- 4. Contract Drawings govern over Standard Drawings
- 5. Contract Drawings govern over Shop Drawings
- c. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.
- d. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing The Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, **five (5)** copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site.

ARTICLE 4. DETAIL DRAWINGS AND INSTRUCTIONS

- a. **Examination of Contract Documents.** Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- b. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
- c. **Quality of Parts, Construction and Finish.** All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the Engineer such Approval may be necessary for the proper performance of Work.
- d. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE

- a. The City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.
- b. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- c. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and

may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of The Work.

- d. Notwithstanding the above, pursuant to Section 4215 of the Government Code, the City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for bids, City shall assume the responsibility for their timely removal, relocation, or protection.
- e. Contractor, except in an emergency, shall contact the appropriate regional notification center, Southern California Underground Service Alert at 1-800-227-2600 at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor.

ARTICLE 6. SCHEDULE

- a. **Estimated Schedule.** Within fourteen (14) days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.
- b. **Schedule Contents.** The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. Schedule duration shall match the Contract time. Schedules indicating early completion will be rejected.
- c. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer whenever requested to do so by Engineer and with each progress payment request. The

Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

ARTICLE 7. SUBSTITUTIONS

- a. Pursuant to Public Contract Code Section 3400(b) the City may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.
- b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the City may have adopted certain uniform standards for certain materials, processes and articles.
- c. Contractor shall submit requests, together with substantiating data, for substitution of any “or equal” material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with the Contractor. The City has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted.
- d. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.
- e. The Contractor shall bear all of the City’s costs associated with the review of substitution requests.
- f. The Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article.

- g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

ARTICLE 8. SHOP DRAWINGS

- a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Project, six (6) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
- b. Contractor shall make any corrections required by the Engineer, and file with the Engineer six (6) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Engineer's approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written Approval. Engineer's Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 9. SUBMITTALS

- a. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- c. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 10. MATERIALS

- a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

- b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of The Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
- d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.
- e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the City or any independent contractor.

ARTICLE 11. CONTRACTOR’S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by the City. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 12. WORKERS

- a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- b. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of the City.

ARTICLE 13. SUBCONTRACTORS

- a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor’s portion of The Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.
- b. The City reserves the right to Approve all subcontractors. The City’s Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

- c. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 14. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

- a. Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the City.
- b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the City's responsibility pursuant to the Contract Documents.
- c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City.

ARTICLE 15. UTILITY USAGE

- a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall Provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on The Work where the utility is needed. Upon completion of The Work, Contractor shall remove all temporary distribution systems.
- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.
- c. All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.
- d. If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the City, use the City's existing utilities by compensating the City for utilities used by Contractor.

ARTICLE 16. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by the City. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by the City. Contractor may either request reimbursement from the City for such fees, or shall be responsible for arranging and coordination with City for the payment of such fees.

ARTICLE 17. TRENCHES

- a. Trenches Five Feet or More in Depth. The Contractor shall submit to the City, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.

- b. Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
 - 1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - 2) Subsurface or latent physical conditions 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 work of the character provided for in the Contract.

The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor’s cost of, or the time required for, performance of any part of The Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and the Contractor as to 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 Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 18. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable City’s waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by City or other applicable agencies to document Contractor’s compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

ARTICLE 19. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

ARTICLE 20. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

ARTICLE 21. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

ARTICLE 22. COMPLIANCE WITH STATE STORM WATER PERMIT

- a. Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") prior to initiating Work. In bidding on this Contract, it shall be Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.
- b. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the Engineer.

- c. Contractor shall comply with the lawful requirements of any applicable municipality, the City, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- d. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
- e. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers. City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

ARTICLE 23. CLEANING UP

- a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.
- b. Contractor shall fully clean up the site at the completion of The Work. If the Contractor fails to immediately clean up at the completion of The Work, the City may do so and the cost of such clean up shall be charged back to the Contractor.

ARTICLE 24. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out The Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Layout shall be done by a registered civil engineer Approved by the Engineer. Any required "as-built" drawings of the Work shall be prepared by the registered civil engineer.

ARTICLE 25. EXCESSIVE NOISE

- a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.
- b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

ARTICLE 26. TESTS AND INSPECTIONS

- a. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and City inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into The Work.
- e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

- f. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 27. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the City. All Work shall be solely at the Contractor’s risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the City. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the City and the Contractor.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:
 - 1) Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
 - 2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3) Deliver materials to the Project site over a route designated by the Engineer.
 - 4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

- 5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
- 6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the City.
- 7) Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.
- 8) Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
- 9) At the completion of work each day, leave the Project site in a clean, safe condition.
- 10) Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.

These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

- e. Should damage to persons or property occur as a result of The Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

ARTICLE 28. CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to Perform The Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 29. INSPECTOR'S FIELD OFFICE

Not Required for this project.

ARTICLE 30. AUTHORIZED REPRESENTATIVES

The City shall designate representatives, who shall have the right to be present at the Project site at all times. The City may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out The Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 31. HOURS OF WORK

- a. Eight (8) hours of work shall constitute a legal day’s work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.
- b. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.
- c. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on City-observed holidays, unless otherwise Approved by the City Engineer:
 - 1) Powered Vehicles
 - 2) Construction Equipment
 - 3) Loading and Unloading Vehicles
 - 4) Domestic Power Tool.

ARTICLE 32. PAYROLL RECORDS

- a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- b. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:
 - 1) A certified copy of the employee’s payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - 2) A electronic copy of all certified payroll records described herein shall be submitted directly to the Department of Industrial Relations (“DIR”).

- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement (“DLSE”) of the DIR or shall contain the same information as the forms provided by the DLSE.
- d. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual’s name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.
- e. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the City, forfeit Twenty-five Dollars (\$25.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

ARTICLE 33. PREVAILING RATES OF WAGES

- a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since this Project involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the City. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- b. The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

- c. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- d. If the Work involves federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, the Contractor and all its subcontractors shall comply with the higher of the state or federal prevailing wage rates.

ARTICLE 34. EMPLOYMENT OF APPRENTICES

The Contractor’s attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

ARTICLE 35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

ARTICLE 36. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

ARTICLE 37. WORKERS’ COMPENSATION INSURANCE

The Contractor shall Provide, during the life of this Contract, workers’ compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers’ compensation insurance for all the latter’s employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor’s insurance shall be covered by the Contractor’s insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers’ Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers.

Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.

ARTICLE 38. EMPLOYER'S LIABILITY INSURANCE

Contractor shall provide during the life of this Contract, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.

ARTICLE 39. COMMERCIAL GENERAL LIABILITY INSURANCE

- a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor's operations, use, and management of the Project site, or the performance of its obligations hereunder. Policy limits shall not be less than **\$2,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.
- c. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.
- d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
- e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to

or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

ARTICLE 40. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance in the amount of, at least, one million dollars (\$1,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the City. Such insurance shall comply with the provisions of Article 30 below.

ARTICLE 41. BUILDER’S RISK [“ALL RISK”]

- a. It is the Contractor’s responsibility to maintain or cause to be maintained Builder’s Risk [“All Risk”] extended coverage insurance on all work, material, equipment, appliances, tools, and structures which are a part of the Contract and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The City accepts no responsibility until the Contract is formally accepted by the Governing Board for the work. The Contractor is required to file with the City a certificate evidencing fire insurance coverage.
- b. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.
 - 1) Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
 - 2) Coverage shall include all materials stored on site and in transit.
 - 3) Coverage shall include Contractor’s tools and equipment.
 - 4) Insurance shall include boiler, machinery and material hoist coverage.
- c. Such insurance shall comply with the provisions of the Contract Documents.

ARTICLE 42. FORM AND PROOF OF CARRIAGE OF INSURANCE

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City Administrative Services Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the City. At the election of the City the Contractor shall either 1)

reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- b. Contractor shall cause its insurance carrier(s) to furnish the City with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the City Administrative Services Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The City, its Director's and officers, employees, agents or representatives are named as Additional Insureds and Provide a Waiver of Subrogation in favor of those parties. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate or Stop Work pursuant to the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until the City has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
- c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- d. The City reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- e. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

ARTICLE 43. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. **Time for Completion/Liquidated Damages.** Work shall be commenced within ten (10) days of the date stated in the City's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative

or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed as stated in the Contract Documents, it is understood that the City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **\$500.00** for each day of delay until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

- b. **Inclement Weather.** Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the City in writing of causes of delay. The City shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.
- d. **No Damages for Reasonable Delay.** The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 44. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the City:

- a. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the contract price;
- b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.

- d. Following the City's Acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request.
- e. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

ARTICLE 45. MOBILIZATION

- a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of The Work.
- b. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
 1. Obtaining and paying for all bonds, insurance, and permits.
 2. Moving on to the Project site of all Contractor's plant and equipment required for first month's operations.
 3. Installing temporary construction power, wiring, and lighting facilities.
 4. Establishing fire protection system.
 5. Developing and installing a construction water supply.
 6. Providing and maintaining the field office trailers for the Contractor and the Engineer, complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.
 7. Providing on-site communication facilities for the Owner and the Engineer, including telephones, radio pagers, and fax machines.
 8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
 9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage

requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.

10. Arranging for and erection of Contractor's work and storage yard, including required project signage.
11. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
12. Full-time presence of Contractor's superintendent at the job site as required herein.
13. Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 46. PAYMENTS

- a. The City shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.
- b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- c. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.
- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the City, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

ARTICLE 47. PAYMENTS WITHHELD AND BACKCHARGES

In addition to amounts which the City may retain under other provisions of the Contract Documents the City may withhold payments due to Contractor as may be necessary to cover:

- a. Stop Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.
- d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due the City for claims against Contractor.
- g. Failure of Contractor to keep the record (“as-built”) drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site clean up.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquidated damages.
- l. Legally permitted penalties.

Upon completion of the Contract, the City will reduce the final Contract amount to reflect costs charged to the Contractor, backcharges or payments withheld pursuant to the Contract Documents.

ARTICLE 48. CHANGES AND EXTRA WORK

a. Change Order Work.

- 1) The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- 2) All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work

to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.

- 3) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order, unless the City requests that proposals be submitted in less than seven (7) Days.
- 4) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- 5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the City.
- 6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the City.
- 7) If the Contractor fails to submit the cost proposal within the seven (7) Day period (or as requested), the City has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the City's estimate of cost. If the change is issued based on the City estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the City's estimate was in error.
- 8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
 - (a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
 - (b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory

evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole discretion.

- (c) Tool and Equipment Use. No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
- (d) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
 - i. “Net Cost” is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
 - ii. For Work performed by the Contractor’s forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
 - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor’s Net Cost.
 - iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.
 - v. No additional mark up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five (25%) percent of the Net Cost as defined herein.
- 9) For added or deducted Work by subcontractors, the Contractor shall furnish to the City the subcontractor’s signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- 10) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the City a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.

- 11) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- 12) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City's change order form in an attempt to reserve additional rights.
- 13) If the City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the City, a change order will be issued by the City. If no agreement can be reached, the City shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.
- 14) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- 15) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

ARTICLE 49. OCCUPANCY

The City reserves the right to occupy or utilize any portion of The Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 50. INDEMNIFICATION

Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the

payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of City's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

ARTICLE 51. RECORD ("AS BUILT") DRAWINGS

- a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of The Work.
- b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the Engineer.

ARTICLE 52. RESOLUTION OF CONSTRUCTION CLAIMS

- a. In accordance with Public Contract Code Sections 20104 *et seq.* and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the City shall be resolved under the following the statutory procedure unless the City has elected to resolve the dispute pursuant to Public Contract Code Section 10240 *et seq.*
- b. **All Claims:** All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the City.

- c. **Claims Under \$50,000.** The City shall respond in writing to the claim within 45 days of receipt of the claim, or, the City may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the City and the claimant. The City's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
- d. **Claims over \$50,000 but less than or equal to \$375,000.** The City shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the City may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the City and the claimant. The City's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.
- e. The Contractor will submit the claim justification in the following format:
 - 1) Summary of claim merit and price, and Contract clause pursuant to which the claim is made.
 - 2) List of documents relating to claim
 - (a) Specifications
 - (b) Drawings
 - (c) Clarifications (Requests for Information)
 - (d) Schedules
 - (e) Other
 - 3) Chronology of events and correspondence
 - 4) Analysis of claim merit
 - 5) Analysis of claim cost
 - 6) Analysis of time impact analysis in CPM format
 - 7) Cover letter and certification of validity of the claim
- f. If the claimant disputes the City's response, or if the City fails to respond within the statutory time period(s), the claimant may so notify the City within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and

confer for settlement. Upon such demand, the City shall schedule a meet and confer conference within 30 Days.

- g. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
- h. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by City, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

ARTICLE 53. CITY’S RIGHT TO TERMINATE CONTRACT

- a. **Termination for Cause:** The City may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute The Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete The Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of the City; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to the City) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The City may take over and complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to the City for any excess costs or other damages incurred by the City to complete the Project. If the City takes over The Work, the City may, without liability for so doing, take possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

- b. **Termination For Convenience:** The City may terminate performance of The Work in whole or, in part, if the City determines that a termination is in the City's interest.

The Contractor shall terminate all or any part of The Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by the City, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- 1) Stop Work as specified in the Notice.
- 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- 4) Terminate all subcontracts to the extent that they relate to the portions of The Work terminated.
- 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.
- 6) Submit to the City, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the City no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the City's Termination for Convenience."
- 7) These provisions are in addition to and not in limitation of any other rights or remedies available to the City.

- c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

ARTICLE 54. WARRANTY AND GUARANTEE

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.

- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.
- d. Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City.
- e. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the county shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.
- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
 - 1) Obtain for City all warranties that would be given in normal commercial practice;
 - 2) Require all warranties to be executed, in writing, for the benefit of the City; and
 - 3) Enforce all warranties for the benefit of the City, unless otherwise directed in writing by the City.

This Article shall not limit the City's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The City specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

ARTICLE 55. DOCUMENT RETENTION & EXAMINATION

- a. 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 State Auditor General for a period of three (3) years after final payment.
- b. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.
- c. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to

negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

ARTICLE 56. SOILS INVESTIGATIONS

When a soils investigation report for the Project site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

ARTICLE 57. SEPARATE CONTRACTS

- a. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the work in place or discrepancies with the Contract Documents.
- c. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 58. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to City shall be addressed to the City as designated in the Notice Inviting Bids unless City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 59. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, the City shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

ARTICLE 60. STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 61. INTEGRATION

- a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of the City and Contractor.

ARTICLE 62. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the City. Any assignment without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

ARTICLE 63. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract.

ARTICLE 64. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7

of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the City makes final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 65. PROHIBITED INTERESTS

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 66. LAWS AND REGULATIONS

- a. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.
- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.
- c. Contractor acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

ARTICLE 67. PATENT FEES OR ROYALTIES

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with The Work, and shall defend, indemnify and hold harmless the City, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

ARTICLE 68. OWNERSHIP OF DRAWING

All Contract Documents furnished by the City are City property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the City on request at completion of The Work.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, 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 agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the

Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City’s option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the CITY, when declaring the Contractor in default, notifies Surety of the City’s objection to Contractor’s further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder 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 Contract Documents or to the Project.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2017.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

STATE OF CALIFORNIA)
) ss.
CITY OF _____)

On this _____ day of _____, in the year 2011, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Beaumont (hereinafter designated as the "City"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

(the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed b its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

(Attached Attorney-In-Fact
Certificate and Required
Acknowledgements)

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and +surety and a power of Attorney MUST BE ATTACHED.

NON-COLLUSION AFFIDAVIT

To be Executed by Bidder and Submitted with Bid

STATE OF CALIFORNIA)
) SS
COUNTY OF)

, being first duly sworn, deposes and says that he/she is of , the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

By: _____
Signature
Title: _____
CONTRACTOR

State of California
County of _____

Subscribed and sworn to (or affirmed), before me this day of (month), 20 (year), by ,, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature of Notary: _____ Notary Public in and for said County and State
(seal of notary)

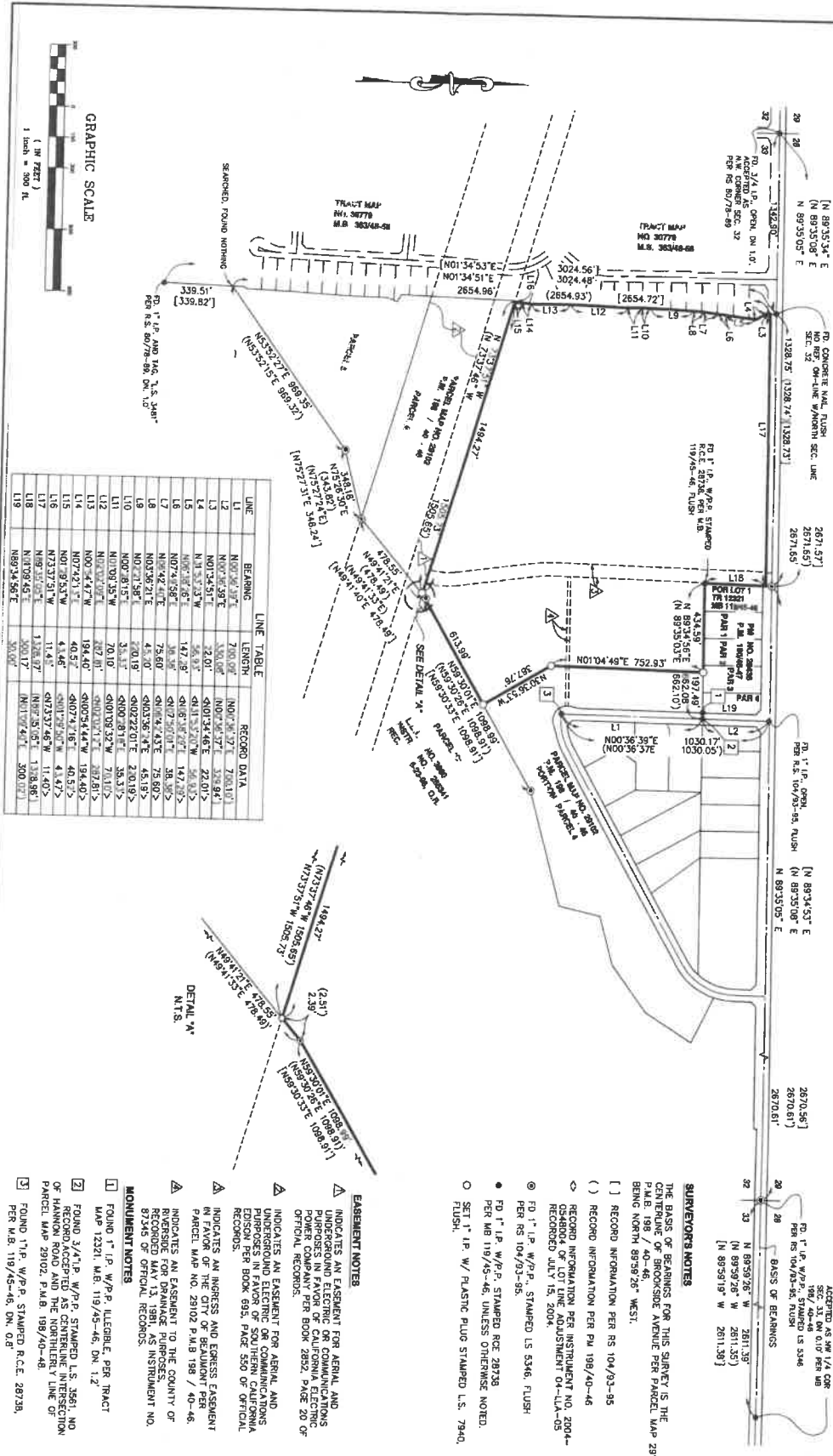
Page





IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 32325

BEING A SUBDIVISION OF PARCELS 2 AND 3 AND A PORTION OF PARCEL 4 OF PARCEL MAP NO. 29102 AS RECORDED IN BOOK 108 PAGE 46 OF THE PUBLIC RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND PARCEL MAP NO. 29102 AS RECORDED IN BOOK 108 PAGE 46 OF THE PUBLIC RECORDS OF SAID COUNTY, LIND WHIM SECTION 32, T. 2 S. R. 1 W. S. 8M. FEBRUARY, 2005

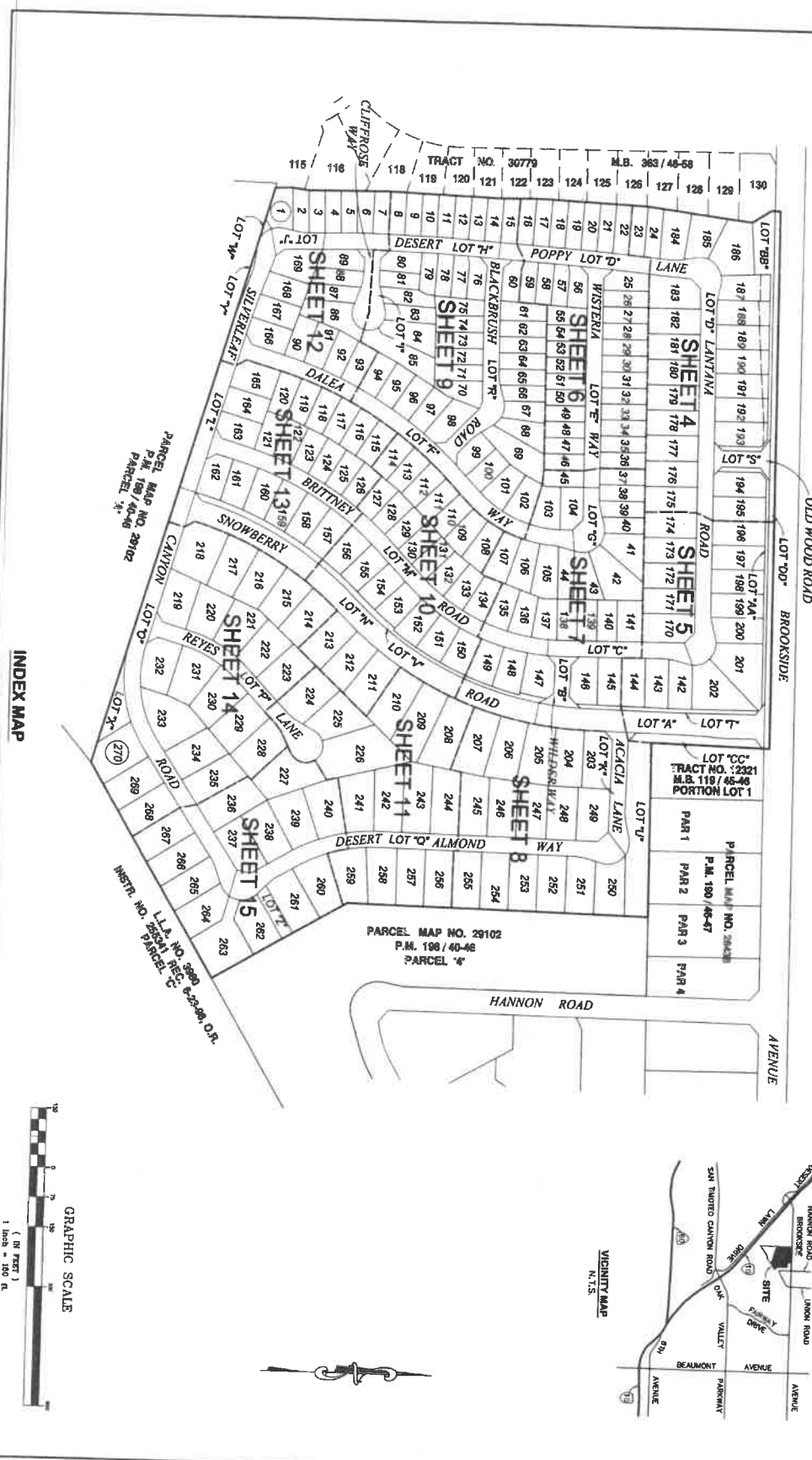


LINE	BEARING	LENGTH	RECORD DATA
L1	N 89°34'53" E	2671.57'	NO. 104-93-85, RUSH
L2	N 89°35'05" E	2671.65'	NO. 104-93-85, RUSH
L3	N 1°12'31" E	1488.27'	NO. 104-93-85, RUSH
L4	N 1°12'31" E	1488.27'	NO. 104-93-85, RUSH
L5	N 1°12'31" E	1488.27'	NO. 104-93-85, RUSH
L6	N 1°12'31" E	1488.27'	NO. 104-93-85, RUSH
L7	N 1°12'31" E	1488.27'	NO. 104-93-85, RUSH
L8	N 1°12'31" E	1488.27'	NO. 104-93-85, RUSH
L9	N 1°12'31" E	1488.27'	NO. 104-93-85, RUSH
L10	N 1°12'31" E	1488.27'	NO. 104-93-85, RUSH
L11	N 1°12'31" E	1488.27'	NO. 104-93-85, RUSH
L12	N 1°12'31" E	1488.27'	NO. 104-93-85, RUSH
L13	N 1°12'31" E	1488.27'	NO. 104-93-85, RUSH
L14	N 1°12'31" E	1488.27'	NO. 104-93-85, RUSH
L15	N 1°12'31" E	1488.27'	NO. 104-93-85, RUSH
L16	N 1°12'31" E	1488.27'	NO. 104-93-85, RUSH
L17	N 1°12'31" E	1488.27'	NO. 104-93-85, RUSH
L18	N 1°12'31" E	1488.27'	NO. 104-93-85, RUSH
L19	N 1°12'31" E	1488.27'	NO. 104-93-85, RUSH

- SURVEYOR'S NOTES**
- () RECORD INFORMATION PER PL 104/93-85
 - () RECORD INFORMATION PER INSTRUMENT NO. 2094-05 RECORDED JULY 15, 2004.
 - ⊙ FOUND 1" I.P. W/P.P. STAMPED LS 5346, FLUSH PER RS 104/93-85.
 - ⊙ FOUND 1" I.P. W/P.P. STAMPED ROE 28738 PER MB 119/45-46, UNLESS OTHERWISE NOTED.
 - SET 1" I.P. W/ FLASTIC PLUG STAMPED L.S. 7940, FLUSH.
- EASEMENT NOTES**
- △ INDICATES AN EASEMENT FOR AERIAL AND UNDERGROUND ELECTRIC OR COMMUNICATIONS PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC OFFICIAL RECORDS.
 - △ INDICATES AN EASEMENT FOR AERIAL AND UNDERGROUND ELECTRIC OR COMMUNICATIONS PURPOSES IN FAVOR OF CALIFORNIA ELECTRIC OFFICIAL RECORDS.
 - △ INDICATES AN EGRESS AND EGRESS EASEMENT IN FAVOR OF THE CITY OF BEAUMONT PER PARCEL MAP NO. 29102 P.M.B. 198 / 40-46.
 - △ INDICATES AN EGRESS AND EGRESS EASEMENT IN FAVOR OF THE COUNTY OF RIVERSIDE FOR DRAINAGE PURPOSES, RECORDED MAY 13, 1991, AS INSTRUMENT NO. 07349 OF OFFICIAL RECORDS.
- MONUMENT NOTES**
- 1 FOUND 1" I.P. W/P.P. LEGIBLE, PER TRACT MAP 12321, M.B. 119/45-46, DN. 1, 2
 - 2 FOUND 3/4" I.P. W/P.P. STAMPED L.S. 3861, NO RECORD ACCEPTED PER INSTRUMENT NO. 29102 PARCEL MAP NO. 29102 P.M.B. 198/40-48
 - 3 FOUND 1" I.P. W/P.P. STAMPED R.C.E. 28738, PER M.B. 119/45-46, DN. 0, 8

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IN THE CITY OF BEAUMONT COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 32325
 BEING A SUBDIVISION OF PARCELS 2 AND 3 AND A PORTION OF PARCEL 4 OF PARCEL MAP NO. 29102 AS RECORDED IN BOOK 188, PAGES 40-46 INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY CLERK OF RIVERSIDE COUNTY, CALIFORNIA, AND PARCELS 2, 3 AND 4 OF PARCEL MAP NO. 29102 AS RECORDED IN BOOK 188, PAGES 40-46 INCLUSIVE, AS SHOWN ON L.L.A. NO. 04-LLA-05 RECORDED JULY 11, 2004, OF OFFICIAL RECORDS OF SAID COUNTY, LING WITHIN SECTION 32, T. 2 S., R. 1 W., S.B.M. FEBRUARY, 2005
 PROGRESSIVE MAPPING CONSULTANTS, INC.



INDEX MAP



SHEET 3 OF 15 SHEETS

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IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 32325

BEING A SUBDIVISION OF PARCELS 2 AND 3 AND A PORTION OF PARCEL 4 OF PARCEL MAP NO. 29102 AS RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 29102 AS RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY, LIVING WITH SECTION 32, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

PROGRESSIVE MAPPING CONSULTANTS, INC.
 FEBRUARY, 2005

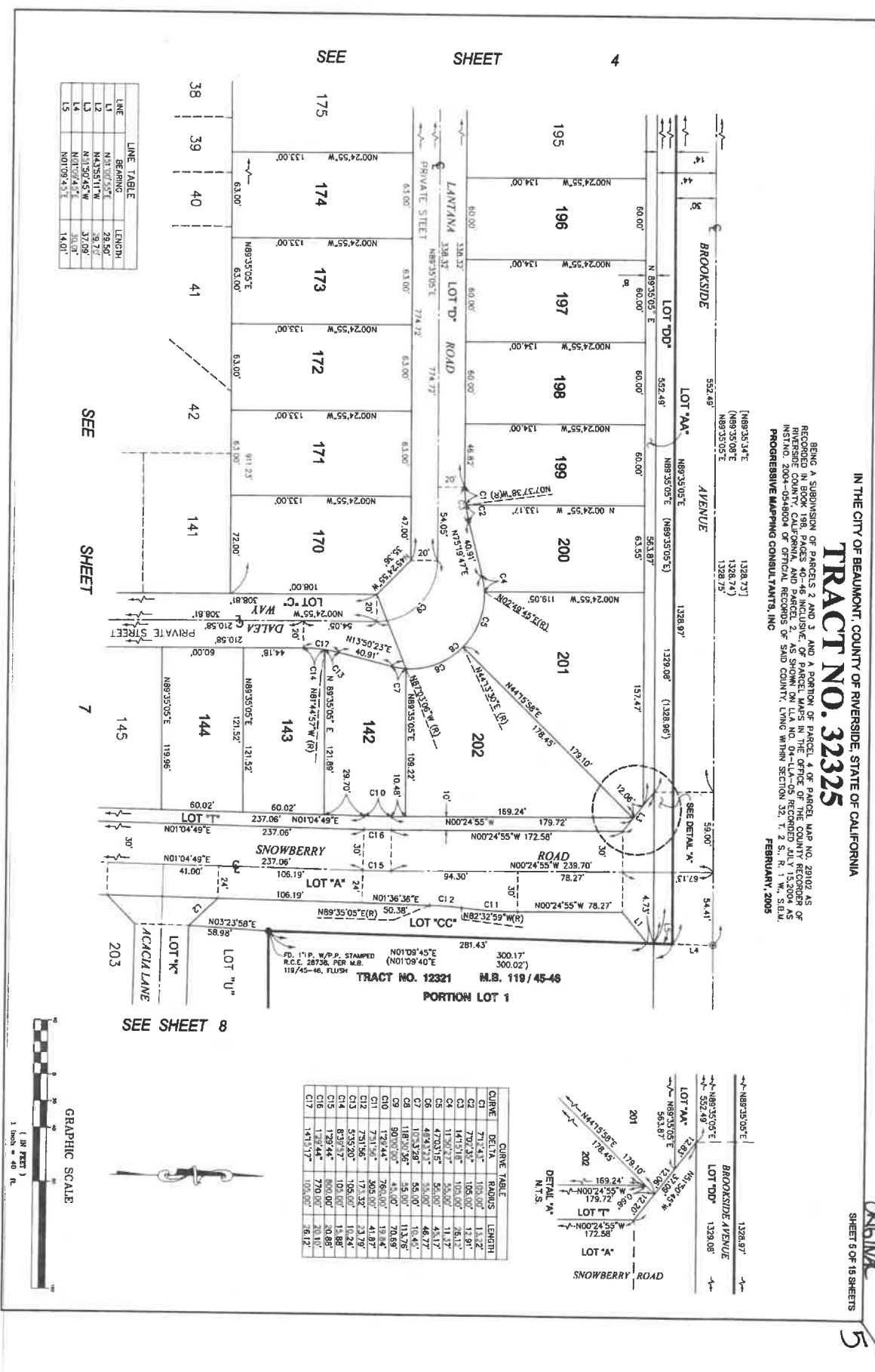
SEE SHEET 4

LINE	BEARING	LENGTH
L1	N 31° 00' 55" E	29.50'
L2	N 43° 55' 11" W	9.77'
L3	N 1° 30' 45" W	37.09'
L4	N 07° 04' 47" E	38.81'
L5	N 07° 09' 43" E	14.01'

SEE SHEET 7

SEE SHEET 8

CURVE	DELTA	RADIUS	LENGTH
C1	271.44°	105.00'	13.32'
C2	770.37°	105.00'	13.32'
C3	41° 31' 00"	105.00'	26.17'
C4	17° 50' 00"	55.00'	11.37'
C5	47° 03' 15"	55.00'	45.17'
C6	49° 53' 30"	55.00'	46.77'
C7	110° 32' 28"	55.00'	103.45'
C8	180° 00' 00"	55.00'	113.80'
C9	90° 00' 00"	55.00'	113.80'
C10	129° 44'	770.00'	41.87'
C11	7° 31' 56"	305.00'	41.87'
C12	7° 31' 56"	171.32'	23.79'
C13	5° 55' 20"	105.00'	10.24'
C14	8° 35' 17"	105.00'	15.88'
C15	1° 29' 44"	770.00'	20.88'
C16	1° 29' 44"	770.00'	20.10'
C17	141° 15' 17"	105.00'	26.12'



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SHEET 5 OF 16 SHEETS

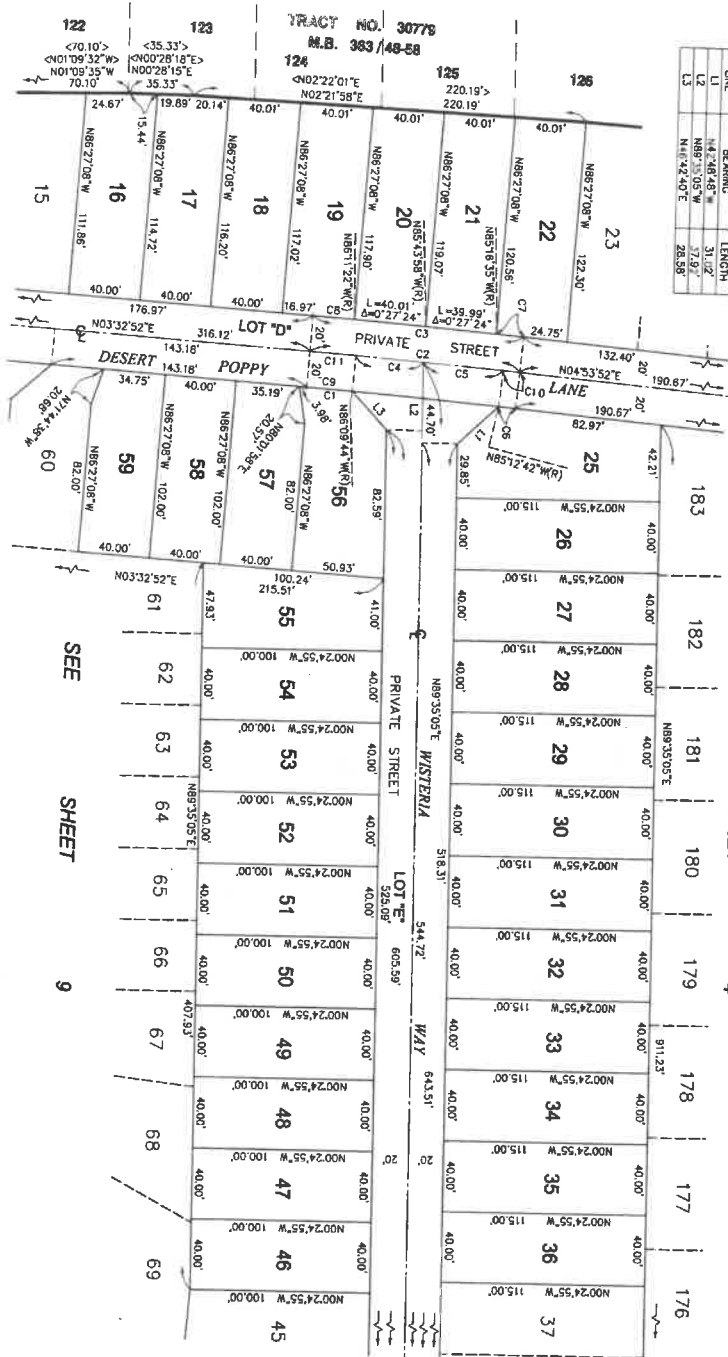
TRACT NO. 32325

BEING A SUBDIVISION OF PARCELS 2 AND 3 AND A PORTION OF PARCEL 4 OF PARCEL MAP NO. 28902 AS RECORDED IN BOOK 191, PAGES 40-46 INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY CLERK OF RIVERSIDE COUNTY, CALIFORNIA, AND PARCEL 2, AS SHOWN ON L.A. NO. 04-114-05 RECORDED IN BOOK 191, PAGES 40-46 INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY CLERK OF RIVERSIDE COUNTY, CALIFORNIA, LING WITHIN SECTION 32, T. 2 S., R. 1 W., S.B.M. PROGRESSIVE MAPPING CONSULTANTS, INC. FEBRUARY, 2005

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

CURVE	DELTA	RADIUS	LENGTH
C1	016.00°	498.00'	14.80'
C2	171.00°	5000.00'	112.83'
C3	171.00°	5020.00'	118.21'
C4	076.11°	5000.00'	38.08'
C5	030.32°	5000.00'	44.89'
C6	070.24°	4980.00'	9.51'
C8	070.24°	5020.00'	15.16'
C9	077.74°	2940.00'	23.01'
C10	036.34°	5000.00'	63.71'
C11	077.74°	5000.00'	25.31'

LINE	BEARING	LENGTH
L1	N4°48'48"W	31.02'
L2	N89°15'05"W	37.97'
L3	N4°42'40"E	28.58'



SEE SHEET 4

SEE SHEET 7



2005-01-21
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SHEET 8 OF 16 SHEETS

TRACT NO. 32325

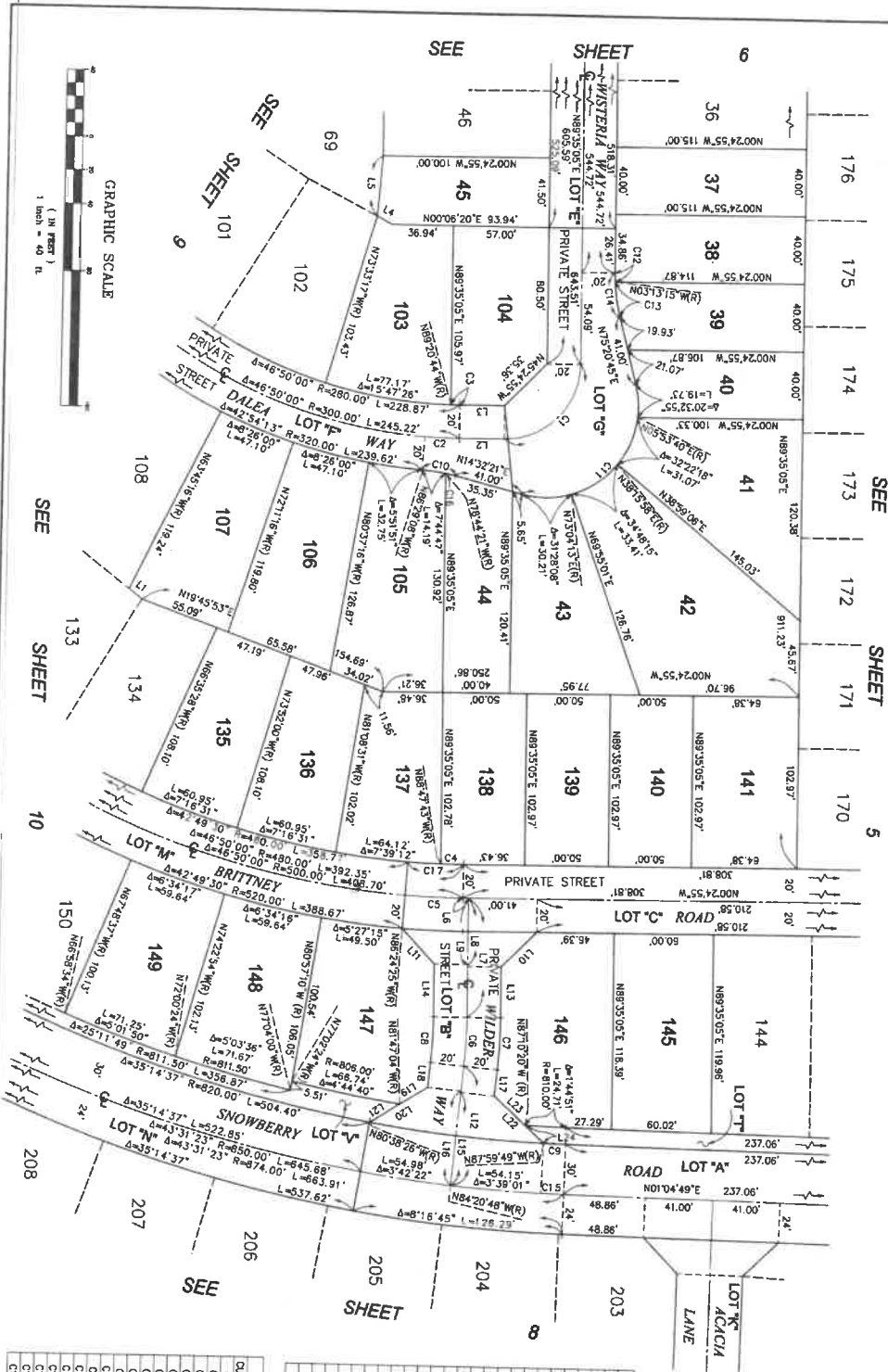
BEING A SUBDIVISION OF PARCELS 2 AND 3 AND A PORTION OF PARCEL 4 OF PARCEL MAP NO. 29102 AS RECORDED IN BOOK 13, PAGE 13, OF THE PUBLIC RECORDS OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND PARCEL MAP NO. 44-114-05 RECORDED JULY 15, 2004 AS INST. NO. 2004-0548004 OF OFFICIAL RECORDS OF SAID COUNTY, LAND WITHIN SECTION 32, T. 2 S., R. 1 W., S.B.M. FEBRUARY, 2005

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 7 OF 15 SHEETS

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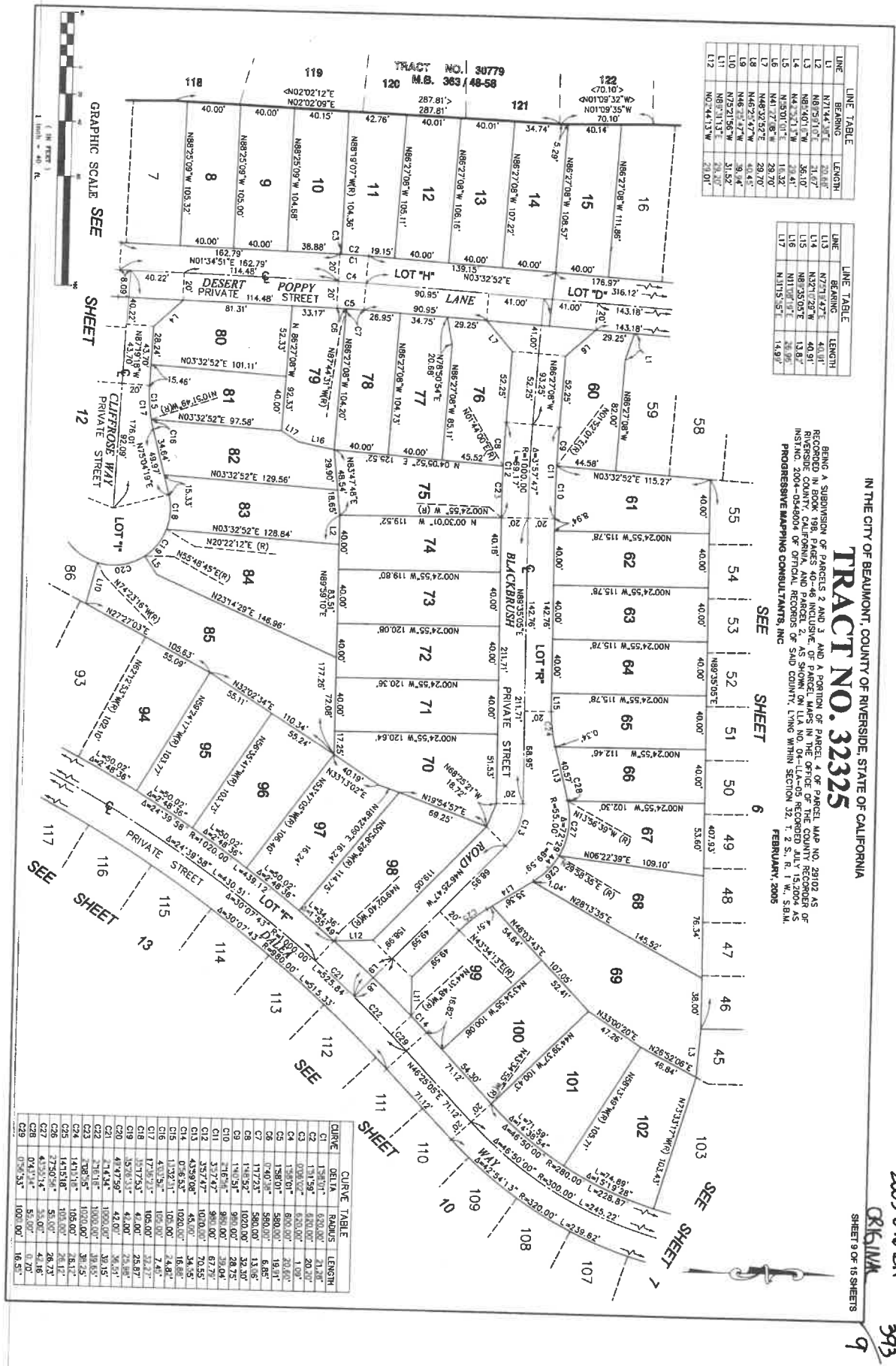


CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	45.00'	20.68'
C2	3°51'47"	500.00'	20.68'
C3	1°54'17"	280.00'	5.33'
C4	1°37'16"	465.00'	13.57'
C5	4°03'20"	500.00'	24.88'
C6	5°30'46"	300.00'	29.74'
C7	6°27'00"	320.00'	31.72'
C8	5°30'46"	320.00'	31.72'
C9	0°35'22"	820.00'	11.75'
C10	1°10'28"	105.00'	20.30'
C11	1°51'36"	55.00'	11.44'
C12	2°48'20"	105.00'	5.14'
C13	1°28'20"	105.00'	20.95'
C14	14°14'20"	105.00'	28.68'
C15	0°35'22"	820.00'	13.88'
C16	1°18'43"	105.00'	6.01'
C17	4°00'31"	480.00'	33.98'

LINE TABLE

LINE	BEARING	LENGTH
L1	N 77°24'11" E	9.87'
L2	N 00°24'55" W	115.00'
L3	N 00°24'55" W	115.00'
L4	N 00°24'55" W	115.00'
L5	N 00°24'55" W	115.00'
L6	N 00°24'55" W	115.00'
L7	N 00°24'55" W	115.00'
L8	N 00°24'55" W	115.00'
L9	N 00°24'55" W	115.00'
L10	N 00°24'55" W	115.00'
L11	N 00°24'55" W	115.00'
L12	N 00°24'55" W	115.00'
L13	N 00°24'55" W	115.00'
L14	N 00°24'55" W	115.00'
L15	N 00°24'55" W	115.00'
L16	N 00°24'55" W	115.00'
L17	N 00°24'55" W	115.00'
L18	N 00°24'55" W	115.00'
L19	N 00°24'55" W	115.00'
L20	N 00°24'55" W	115.00'
L21	N 00°24'55" W	115.00'
L22	N 00°24'55" W	115.00'
L23	N 00°24'55" W	115.00'
L24	N 00°24'55" W	115.00'



LINE	BEARING	LENGTH
L1	N71°34'27\"	40.00'
L2	N89°25'09\"	104.88'
L3	N89°25'09\"	104.88'
L4	N89°25'09\"	104.88'
L5	N89°25'09\"	104.88'
L6	N89°25'09\"	104.88'
L7	N89°25'09\"	104.88'
L8	N89°25'09\"	104.88'
L9	N89°25'09\"	104.88'
L10	N89°25'09\"	104.88'
L11	N89°25'09\"	104.88'
L12	N89°25'09\"	104.88'

LINE	BEARING	LENGTH
L13	N71°34'27\"	40.00'
L14	N89°25'09\"	104.88'
L15	N89°25'09\"	104.88'
L16	N89°25'09\"	104.88'
L17	N89°25'09\"	104.88'

BEING A SUBDIVISION OF PARCELS 2 AND 3 AND A PORTION OF PARCEL 4 OF PARCEL MAP NO. 29102 AS RECORDED IN BOOK 26, PAGE 46, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND CERTAIN UNRECORDED INTERESTS THEREIN, TOGETHER WITH A PORTION OF PARCEL 104 OF PARCEL MAP NO. 04-114-05 RECORDED JULY 15, 2004 AS INSTRUMENT NO. 2004-04-46004 OF OFFICIAL RECORDS OF SAID COUNTY, LINDA WILSON SECTION 32, T. 2 S. R. 1 W., S.B.M. PROGRESSIVE MAPPING CONSULTANTS, INC. FEBRUARY, 2005

TRACT NO. 32325

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SEE SHEET 6

SHEET 9 OF 15 SHEETS

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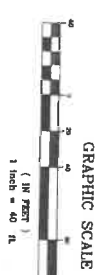
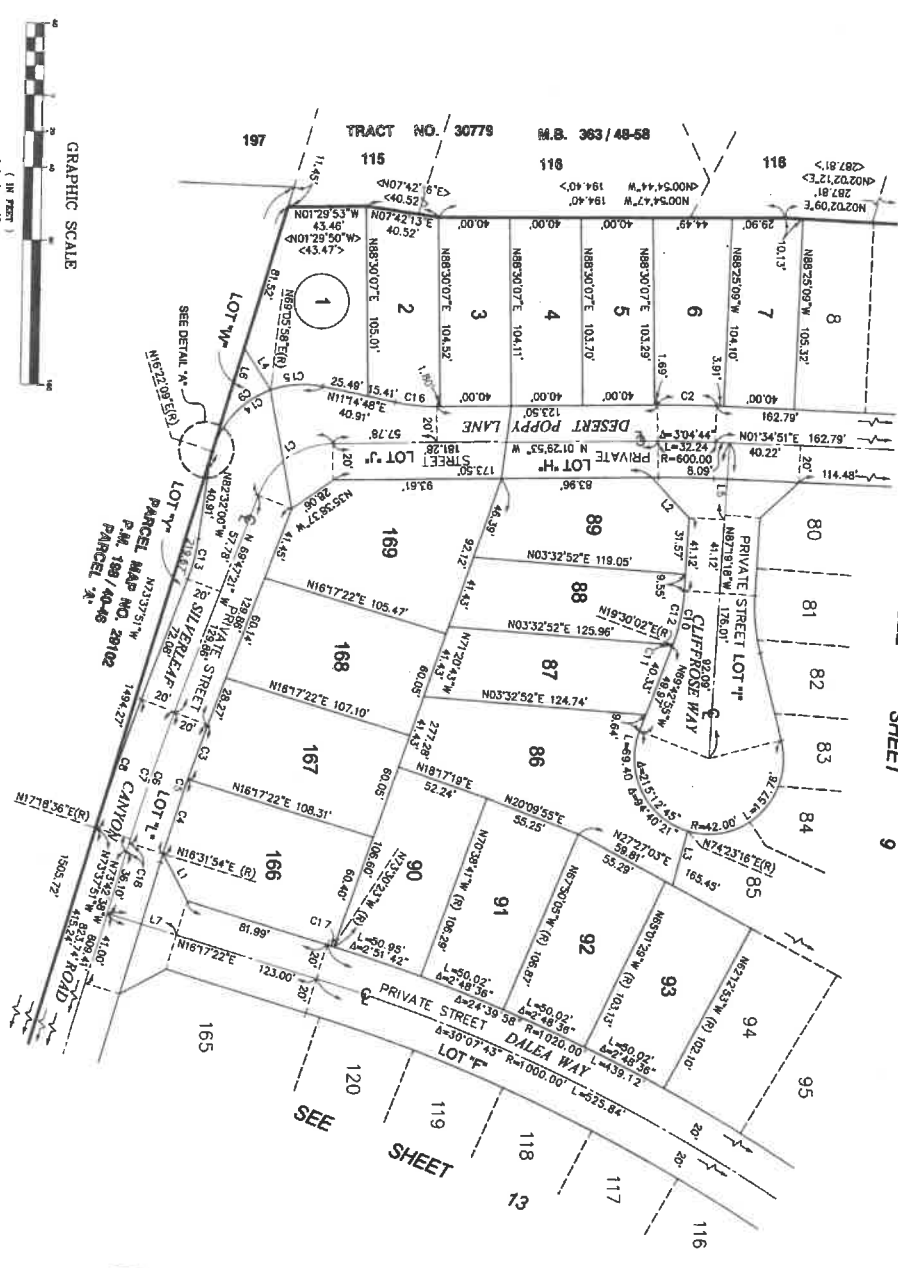
CRK/MLM

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IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 32325

BEING A SUBDIVISION OF PARCELS 2 AND 3 AND A PORTION OF PARCEL 4 OF PARCEL MAP NO. 28102 AS RECORDED IN RECORDS 12 OF VOLUME 133,004 OF THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, AND PARCEL MAP NO. 28102 AS RECORDED IN RECORDS 12 OF VOLUME 133,004 OF THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LING W BIN SECTION 2, T. 2 S., R. 1 W., S34M. PROGRESSIVE MAPPING CONSULTANTS, INC. FEBRUARY, 2008

SEE SHEET 9



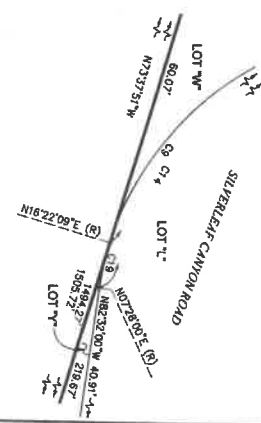
CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	68.1728°	45.00'	5.84'
C2	104.44°	620.00'	33.37'
C3	170.45°	1180.00'	31.84'
C4	202.58°	1180.00'	75.23'
C5	346.45°	1200.00'	27.07'
C6	358.17°	1200.00'	80.15'
C7	754.03°	1500.00'	76.94'
C8	754.48°	5.81'	48.68'
C9	172.973°	105.00'	32.27'
C10	047.01°	105.00'	14.44'
C11	104.70°	105.00'	30.85'
C12	104.70°	105.00'	28.55'
C13	134.48°	105.00'	88.61'
C14	134.48°	105.00'	23.92'
C15	1744.41°	100.00'	23.92'
C16	1744.41°	100.00'	3.64'
C17	074.11°	1000.00'	3.00'
C18	074.11°	1000.00'	8.22'
C19	854.08°	1000.00'	8.22'

LINE TABLE

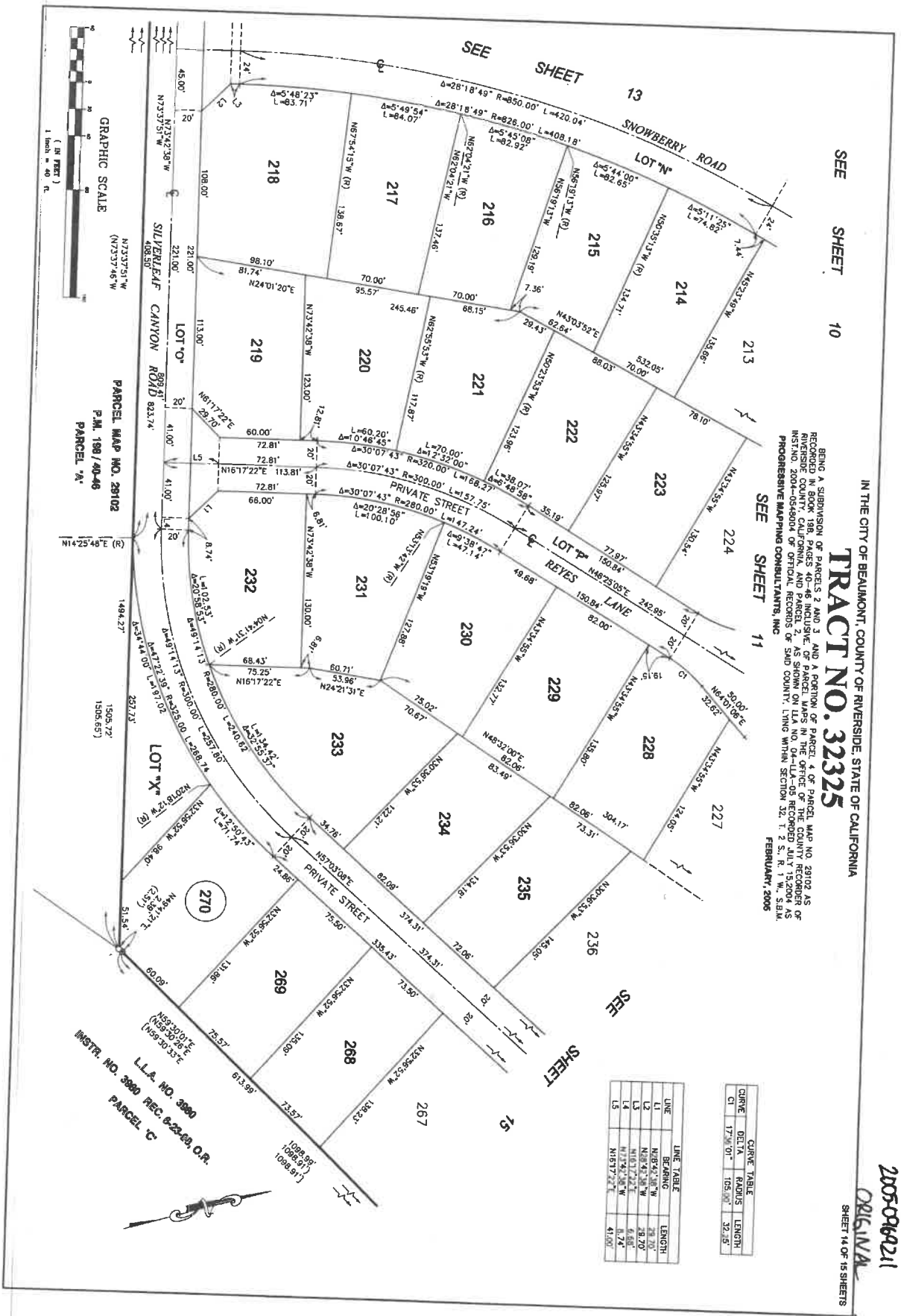
LINE	BEARING	LENGTH
L1	N87.14°E	28.78'
L2	N87.14°E	37.78'
L3	N75.158°W	37.78'
L4	N67.00°E	27.24'
L5	N87.918°W	44.80'
L6	N73.77°W	80.07'
L7	N16.77°E	41.07'

DETAIL - N.T.S.



2005-01-02-11
 ORIGINAL
 SHEET 12 OF 15 SHEETS

393
 12



SEE SHEET 10

SEE SHEET 11

TRACT NO. 32325

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
 BEING A SUBDIVISION OF PARCELS 2 AND 3 AND A PORTION OF PARCEL 4 OF PARCEL MAP NO. 29102 AS RECORDED IN BOOK 188, PAGES 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

FEBRUARY, 2006



PARCEL MAP NO. 29102
 P.M. 188 / 40-46
 PARCEL 24

INSTR. NO. 3880 REC. 8-22-03, O.R.
 L.L.A. NO. 3880
 PARCEL 'C'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	17° 00'	105.00'	32.25'

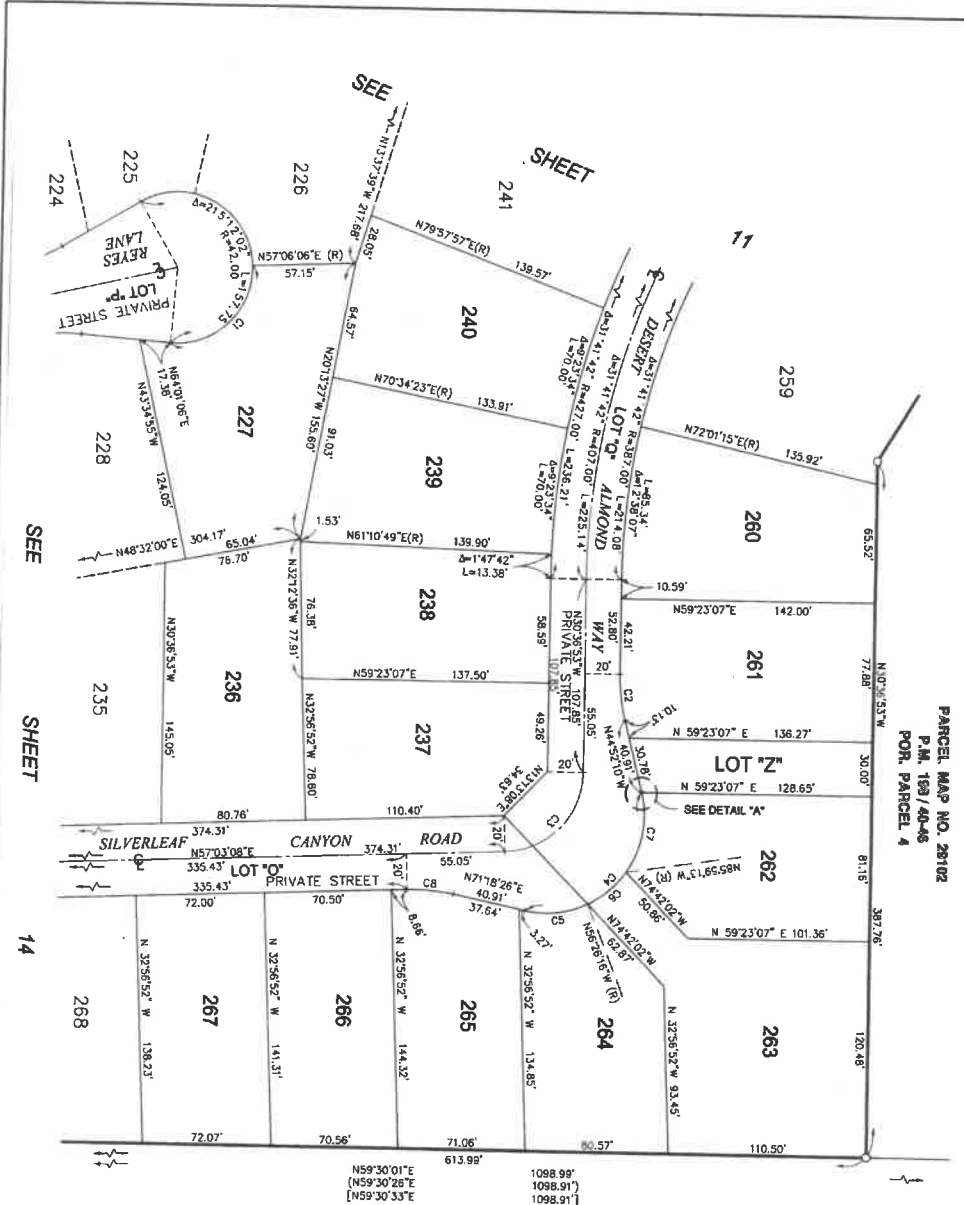
LINE TABLE

LINE	BEARING	LENGTH
L1	N85°42'38"W	138.20'
L2	N88°42'38"W	138.20'
L3	N10°17'22"E	5.66'
L4	N17°42'38"W	8.24'
L5	N81°17'22"E	41.00'

2005-0169211
 ORIGINAL
 SHEET 14 OF 15 SHEETS
 14

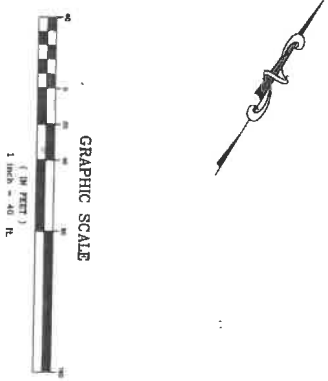
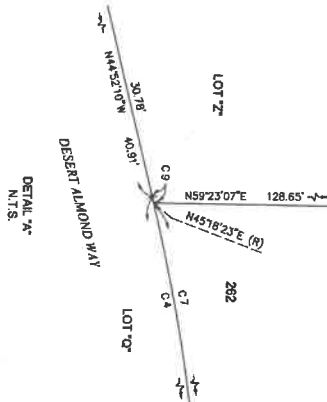
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 32325
 BEING A SUBDIVISION OF PARCELS 2 AND 3, AND A PORTION OF PARCEL 4 OF PARCEL MAP NO. 28102 AS RECORDED IN BOOK 198, PAGE 8, OF THE PUBLIC RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND PARCEL 2, AS SHOWN ON PARCEL MAP NO. 16200 AS RECORDED IN BOOK 204-0548004 OF OFFICIAL RECORDS OF SAID COUNTY, LIVING WITHIN SECTION 32, T12N, R6E, S14E, FEBRUARY, 2005
 PROGRESSIVE MAPPING CONSULTANTS, INC.

PARCEL MAP NO. 28102
 P.M. 169/40-46
 FOR PARCEL 4



L.L.A. NO. 3880
 INSTR. NO. 255341 REC. 6-23-08, O.R.
 PARCEL C

CURVE	DELTA	RADIUS	LENGTH
C1	98.117°	41.00'	21.04'
C2	143.117°	43.00'	28.12'
C3	67.007°	45.00'	24.53'
C4	115.70°	45.00'	24.53'
C5	37.444°	55.00'	36.21'
C6	77.3°	55.00'	28.37'
C7	48.224°	55.00'	28.37'
C8	143.117°	105.00'	46.74'
C9	107.103°	55.00'	28.37'



2005-096-021.1 397
 ORIGINAL
 SHEET 16 OF 15 SHEETS

Recording Requested By:

When Recorded Mail To:
 City of Beaumont Planning Dept.
 550 E. Sixth Street
 Beaumont, CA 92223

DOC # 2010-0481115

10/07/2010 08:00A Fee:NC

Page 1 of 6

Recorded in Official Records
 County of Riverside

Larry W. Ward
 Assessor, County Clerk & Recorder



Section 32, T2S, RIW, SBM
 APN 406-830-068,
 406-830-069

S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			6						
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NCLL						T:	CTY	UNI	513

C
513

OFFER OF DEDICATION NO. 10-D-02

Solera Oak Valley Greens Association, a California Non-Profit Mutual
 (Property Owner(s)) Benefit Corporation

hereby irrevocably offer(s) to DEDICATE to the CITY OF BEAUMONT, for the real property in the County of Riverside, State of California, described as follows:

SEE ATTACHED EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF.

SIGNATURE OF RECORD OWNER(S) (MUST BE NOTARIZED)

DEPARTMENT USE ONLY

Signature _____
 Title/company (if applicable) _____

Signature _____

STATE OF CALIFORNIA } SS.
 COUNTY OF }

On _____ before me,

(INSERT NAME AND TITLE OF OFFICER)
 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 _____
 Of Notary Public

MAIL TAX STATEMENTS TO: *see attached*

This Offer of Dedication No. 10-D-02 is approved

By: *[Signature]*
 Title: CITY OF BEAUMONT SURVEYOR

Date: 15 APRIL 10

SURVEY DEPARTMENT APPROVAL



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF California)
COUNTY OF Riverside)SS

File No: (BAT)
APN No:

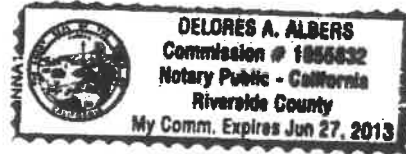
On January 19, 2010 before me, Delores A. Albers, Notary Public, personally appeared Robert Paradise

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 Delores A. Albers



This area for official notarial seal.

**OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity _____

Name of Person or Entity _____

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Insurance Company 11/2007



2010-0481115
18/07/2010 09:09A
2 of 6

Exhibit "A"

Offer of Dedication No. 10-D-002

Parcel 1

All that portion of Lot "BB", Tract No. 32325, in the County of Riverside, State of California, as per plat recorded in Book 393 of Tract Maps, Pages 1 to 15, inclusive, records of said County in Section 32, Township 2 South, Range 1 West, S.B.M., being more particularly described as follows:

Beginning at the Northwest corner of said lot;

Thence South 01°34'51" West along the Westerly line of said lot, a distance of 8.00 feet;

Thence South 31°53'23" East along the Westerly line of said lot, a distance of 56.93 feet to the Northwest corner of Lot 186 of said tract;

Thence North 85°55'46" East, a distance of 127.64 feet to the Northeast corner of said lot 186;

Thence North 03°09'36" West, a distance of 40.47 feet to the Northwest corner of Lot 187 of said tract;

Thence North 89°35'05" East along the Southerly line of said Lot "BB", a distance of 408.85 feet to the most Northeasterly corner of Lot 193 of said tract;

Thence continuing North 89°35'05" East, a distance of 8.98 feet to the Westerly line of Lot S of said tract;

Thence North 52°40'07" West, a distance of 13.07 feet to the Northwest corner of said Lot S;

Thence South 89°35'05" West, a distance of 562.39 feet to the **POINT OF BEGINNING**.

Contains 0.25 acres, more or less.

See Exhibit "B" attached hereto and made a part hereof.

Ludwig Engineering, Inc.

Prepared by me or under my supervision

 2-9-10
Scott Sturm, PLS 8549 Date
Expires 12-31-10



2610-6481115
18/07/2010 08:00H
3 of 6



Exhibit "A"

Offer of Dedication No. 10-D-002

Parcel 2

All that portion of Lot "AA", Tract No. 32325, in the County of Riverside, State of California, as per plat recorded in Book 393 of Tract Maps, Pages 1 to 15, inclusive, records of said County in Section 32, Township 2 South, Range 1 West, S.B.M., being more particularly described as follows:

Beginning at the Northeast corner of said lot;

Thence South 51°50'45" East, a distance of 12.83 feet to the Southeast corner of said lot;

Thence South 89°35'05" West along the South line of said lot, a distance of 563.87 feet to the most Northwesterly corner of Lot 194 of said tract;

Thence continuing South 89°35'05" West, a distance of 8.98 feet to the Easterly line of Lot S of said tract;

Thence North 51°50'17" East, a distance of 13.07 feet to the Northeast corner of said Lot S;

Thence North 89°35'05" East, a distance of 552.49 feet to the **POINT OF BEGINNING**.

Contains 0.10 acres, more or less.

See Exhibit "B" attached hereto and made a part hereof.

Ludwig Engineering, Inc.
Prepared by me or under my supervision


Scott Sturm, PLS 8549
Expires 12-31-10

2-9-10
Date



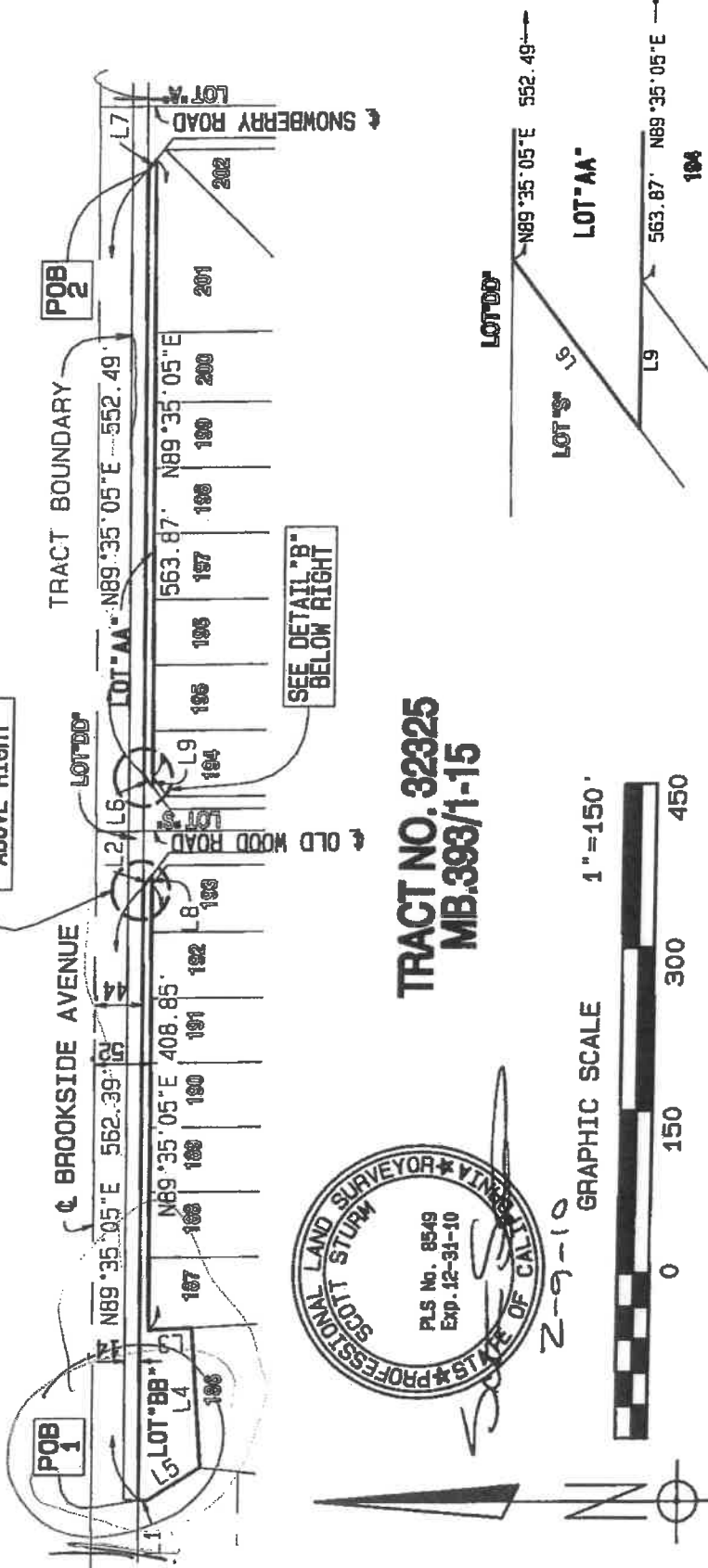
EXHIBIT "B"

LEGAL DESCRIPTION
 OFFER OF DEDICATION NO. 10-0-002
 LOT "BB" AND "AA" OF TRACT NO. 32325
 MAP BOOK 393, PAGES 1 THROUGH 15.
 SECTION 32, T. 2 S. R. 1 N. S8M

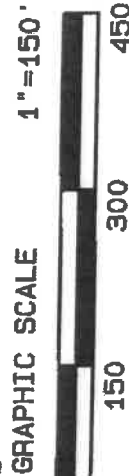
LINE	BEARING	DISTANCE
L1	N01°34'51"E	8.00'
L2	N52°40'07"W	13.07'
L3	N03°09'36"W	40.47'
L4	N85°55'46"E	127.64'
L5	N31°53'23"W	56.93'
L6	N51°50'17"E	13.07'
L7	N51°50'45"W	12.83'
L8	N89°35'05"E	8.98'
L9	N89°35'05"E	8.98'

DETAIL "A"
 SCALE 1"=10'

DETAIL "B"
 SCALE 1"=10'



TRACT NO. 32325
MB.393/1-15



2010-0481115
 10/07/2010 08:00H
 5 of 6




SHEET 1 OF 1

Acceptance Certificate

The City of Beaumont hereby accepts this Offer of Dedication for 10-D-02 hereby attached and consents to the recordation of this document as set forth above by the Mayor of the City of Beaumont, on behalf of the Grantee.

City of Beaumont



Mayor, City of Beaumont

State of California

County of Riverside

On 10/5/2010 before me, Karee Trinidad, Notary Public
personally appeared Brian E. De Forge

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 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 Karee Trinidad



2010-0481115
10/07/2010 08:00A
6 of 6

August 19, 2019

City Council
City of Beaumont
550 E. Sixth Street
Beaumont, Ca. 92223

RE: Request to Accept Maintenance Responsibility for Property Adjacent to Brookside Ave.

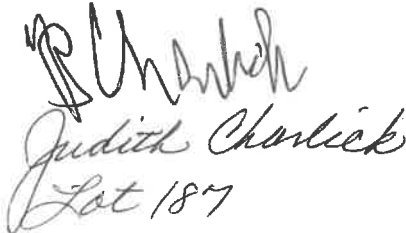
Honorable Mayor and City Council:

A significant maintenance issue has evolved along the southern border of Brookside Ave., between Old World Rd. and Morgan Ave. The property between the Solera concrete block perimeter wall and the sidewalk has become severely overgrown and significantly eroded. Even though this subject property comprises the rear yards of approximately seven improved home sites, we, the undersigned homeowners, respectfully request that the City of Beaumont assume the maintenance responsibility. This is due to the fact that the property is not readily accessible by the individual lots, is subject to very steep grades, serves as part of a primary landscaped corridor into our community, such an arrangement would be consistent with other perimeter maintenance arrangements along the Brookside Ave. corridor, and the City of Beaumont already maintains immediately abutting property.

Each of the undersigned understand and agree that formal access must be granted to the City in order to facilitate maintenance operations. We each propose to negotiate with the City of Beaumont in good faith to dedicate without compensation a "*landscape, irrigation and slope maintenance easement.*" We each also understand that there will be certain, specific authorities granted to the City to enable the appropriate maintenance operations.

We thank the City Council in advance for its consideration of this critical issue and look forward to hearing from you soon.

Sincerely,


Judith Charlick
Lot 187

August 19, 2019

City Council
City of Beaumont
550 E. Sixth Street
Beaumont, Ca. 92223

RE: Request to Accept Maintenance Responsibility for Property Adjacent to Brookside Ave.

Honorable Mayor and City Council:

A significant maintenance issue has evolved along the southern border of Brookside Ave., between Old World Rd. and Morgan Ave. The property between the Solera concrete block perimeter wall and the sidewalk has become severely overgrown and significantly eroded. Even though this subject property comprises the rear yards of approximately seven improved home sites, we, the undersigned homeowners, respectfully request that the City of Beaumont assume the maintenance responsibility. This is due to the fact that the property is not readily accessible by the individual lots, is subject to very steep grades, serves as part of a primary landscaped corridor into our community, such an arrangement would be consistent with other perimeter maintenance arrangements along the Brookside Ave. corridor, and the City of Beaumont already maintains immediately abutting property.

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Sincerely,

Claine A. McPherson
Donald E. McPherson 188
188

August 19, 2019

City Council
City of Beaumont
550 E. Sixth Street
Beaumont, Ca. 92223

RE: Request to Accept Maintenance Responsibility for Property Adjacent to Brookside Ave.

Honorable Mayor and City Council:

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We thank the City Council in advance for its consideration of this critical issue and look forward to hearing from you soon.

Sincerely,

Marla J. Walton
Lot 189

August 19, 2019

City Council
City of Beaumont
550 E. Sixth Street
Beaumont, Ca. 92223

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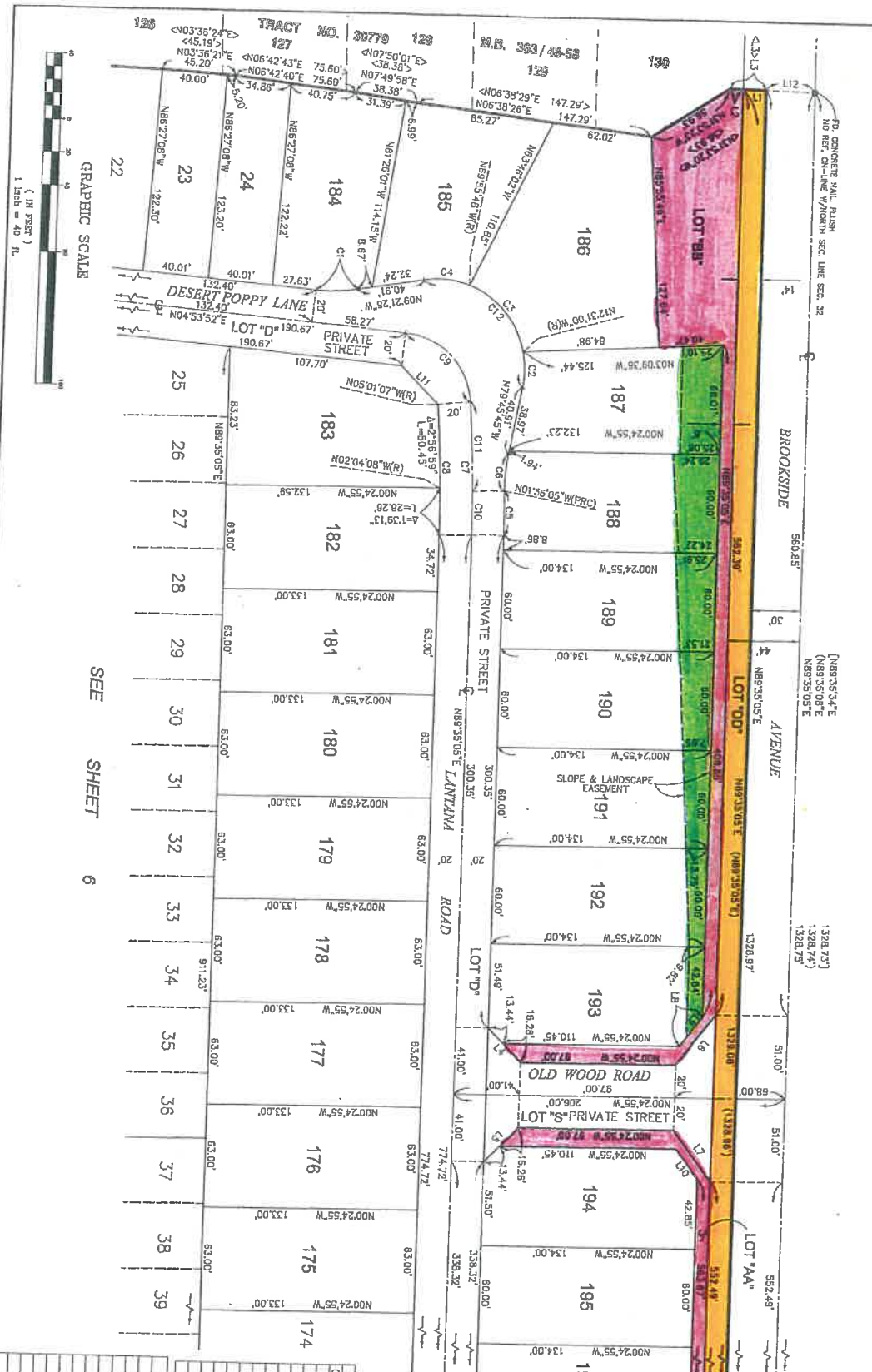
We thank the City Council in advance for its consideration of this critical issue and look forward to hearing from you soon.

Sincerely,

CYNTHIA BICE
Cynthia Bice
1172 Santana Rd.
lot #193

- CoB
- HOA → Transferred to CoB
- Private Parcels

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
TRACT NO. 32325
 BEING A SUBDIVISION OF PARCELS 2 AND 3 AND A PORTION OF PARCEL 4 OF PARCEL MAP NO. 29102 AS OF RECORD, A BOOK OF 198 PAGES, 40-48 INCLUSIVE, OF PARCEL MAPS IN THE COUNTY OF RIVERSIDE, CALIFORNIA, AS SHOWN ON LA NO. 04-11-0002 DATED JULY 13, 2004 AS INST. NO. 2004-0549004 OF THE RECORDS OF SAID COUNTY, LAING WITHIN SECTION 32, T. 2. S., R. 17. W., S.B.M. FEBRUARY, 2005
 PROGRESSIVE MAPPING CONSULTANTS, INC.



SEE SHEET 6

SEE SHEET 5

CURVE	DELTA	RADIUS	LENGTH
C1	144.512°	108.00'	28.12'
C2	272.451°	58.00'	21.94'
C3	572.446°	83.00'	28.28'
C4	282.936°	83.00'	27.05'
C5	131.10°	105.00'	22.31'
C6	120.20°	100.00'	20.34'
C7	4.3512°	980.00'	30.34'
C8	4.3512°	1000.00'	30.34'
C9	80.0801°	45.00'	6.80'
C10	1.3110°	1000.00'	26.82'
C11	3.0502°	1000.00'	26.82'
C12	108.5540°	55.00'	106.22'

LINE	BEARING	LENGTH
L1	N01.34.51°E	14.01'
L2	N01.34.51°E	8.00'
L3	N01.34.51°E	22.01'
L4	<N01.34.46°E>	<22.01'>
L5	N44.35.05°E	79.70'
L6	N45.24.55°W	29.70'
L7	N52.40.07°W	35.20'
L8	N51.50.17°E	38.20'
L9	N52.40.07°W	22.98'
L10	N51.50.17°E	16.04'
L11	N44.58.23°E	22.95'
L12	N01.34.51°E	32.17'
		30.02'

2005-09169211
 ORIGINAL

Agreement No. 20-31-008-00

**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**

1. Parties and Date. This Agreement is made and entered into this ____ day of _____, 2019, by and between the Riverside County Transportation Commission (RCTC), City of Banning (Banning) and City of Beaumont (Beaumont)

2. Recitals.

2.1 The Western Riverside Council of Governments (WRCOG) has allocated \$2 Million for the preparation of a Project Study Report (PSR) for the Highland Springs Interchange (The Project).

2.2 WRCOG and RCTC have entered in a Funding Agreement allocating said \$2 Million to the RCTC for the preparation of a PSR for the Project.

2.3 The Project is located adjacent to and within the jurisdictional boundaries of the Cities of Banning and Beaumont, and may require improvements to streets within each respective city.

2.4 The Cities of Banning and Beaumont have requested that RCTC be the lead agencies for the preparation of the PSR for the Project.

2.5 RCTC has agreed to act as the lead agency for the preparation of the PSR for the Project.

3. Terms.

3.1 Preparation of PSR for Highland Spring Interchange Project.

A. RCTC shall prepare a PSR for the Highland Spring Interchange Project solely using funds allocated by WRCOG. RCTC shall be the lead agency for the preparation of the PSR. The Parties agree that RCTC shall not have any obligation to fund the preparation of the PSR using its own funds. In the case that additional funds are needed to complete the PSR, the source of funding for the PSR needed beyond the funding described in Section 2.2 or any other phases of the Project, or construction of any portion or all of the Project, shall be by separate agreement(s).

B. RCTC shall complete preparation of the PSR within the Term of this Agreement, as provided in Section 3.2, unless extended by mutual agreement of the Parties.

3.2 Term of Agreement. The term of this Cooperative Agreement shall extend from the Effective date (as set forth above) and will remain in effect through _____, 2020, or until written agreement by the Parties that the Project has been completed, unless earlier terminated as provided in this Cooperative Agreement.

3.3 Use of PSR. The Parties understand and agree that the PSR, upon completion, may be used by Beaumont, Banning and/or Caltrans for completion of other phases of the Project.

3.4 Cooperation. RCTC, Banning and Beaumont agree to cooperate in the development of the PSR for the Project and the implementation of this Cooperative Agreement.

3.5 Reporting. RCTC shall, in a timely manner, provide milestone reports to Banning and Beaumont, detailing the progress of preparation of the PSR.

3.6 Mutual Indemnification.

A. RCTC shall, at its sole cost and expense, indemnify, defend and hold Banning and Beaumont, and their respective city councils, elected and appointed officials, officers, employees, agents, those Banning or Beaumont agents serving as independent contractors in the role of Banning or Beaumont officials, consultants and contractors, and each of them, free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, judgments, penalties, damages or injuries, in law or in equity, to property or persons, including wrongful death, whether actual, alleged or threatened, which arise in any manner out of, pertain to, or relate to, in whole or in part, to any negligent acts, omissions or breach of law, recklessness, or willful misconduct of RCTC, its board, directors, officials, officers, employees, agents, consultants or contractors in the performance of RCTC's obligations under this Cooperative Agreement, including but expressly not limited to fees of accountants or other professionals, and all costs associated therewith, and the payment of all reasonable attorneys' fees and costs.

B. Beaumont shall, at its sole cost and expense, indemnify, defend and hold RCTC and Banning, and their respective directors, board, city council, elected or appointed officials, officers, employees, agents, those RCTC or Banning agents serving as independent contractors in the role of Banning or RCTC officials, consultants and contractors, and each of them, free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, judgments, penalties, damages or injuries, in law or in equity, to property or persons, including wrongful death, whether actual, alleged or threatened, which in any manner arise out of, pertain to, or relate to, in whole or in part, to any negligent acts, omissions or breach of law, recklessness, or willful misconduct of Beaumont, its city council, elected or appointed officials, officers, employees, agents, those Beaumont agents serving as independent contractors in the

role of Beaumont officials, consultants or contractors in the performance of Beaumont obligations under this Cooperative Agreement, including but expressly not limited to fees of accountants or other professionals, and all costs associated therewith, and the payment of all reasonable attorneys' fees and costs.

C. Banning shall, at its sole cost and expense, indemnify, defend and hold RCTC and Beaumont, and their respective directors, board, city council, elected or appointed officials, officers, employees, agents, those RCTC or Beaumont agents serving as independent contractors in the role of RCTC or Beaumont officials, consultants and contractors, and each of them, free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, judgments, penalties, damages or injuries, in law or in equity, to property or persons, including wrongful death, whether actual, alleged, or threatened, which in any manner arise out of, pertain to, or relate to, in whole or in part, to any negligent acts, omissions or breach of law, recklessness, or willful misconduct of Banning, its city council, elected or appointed officials, officers, employees, agents, those Banning agents serving as independent contractors in the role of Banning officials, consultants or contractors in the performance of Beaumont obligations under this Cooperative Agreement, including but expressly not limited to fees of accountants or other professionals, and all costs associated therewith, and the payment of all reasonable attorneys' fees and costs.

3.7 Amendments. The terms and conditions of this Cooperative Agreement shall not be altered or modified at any time except by a written amendment executed by the mutual consent of the Parties by an instrument in writing.

3.8 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

3.9 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Funding Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

3.10 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Cooperative Agreement, shall survive any such expiration or termination.

3.11 Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.

3.12 Termination. Any Party may terminate this Cooperative Agreement by giving thirty (30) days written notice thereof.

3.13 Assignment or Transfer. The Parties shall not assign, hypothecate, or transfer, either directly or by operation of law, this Cooperative Agreement or any interest herein without the prior written consent of the other Parties. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.14 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation

3.15 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To RCTC: Riverside County Transportation Commission
 4080 Lemon Street, Third Floor
 P.O. Box 12008
 Riverside, CA 92502-2208
 Attention: Executive Director

Copy to: Best, Best & Krieger, LLP
 3390 University Ave. 5fl.
 Riverside, CA 92501
 Attention: Steven C. DeBaun

To Banning: City of Banning
 99 E. Ramsey Street
 Banning, California 92220
 Attention: City Manager

Copy to: Richards, Watson & Gershon
 333 South Grand Avenue
 40th Floor
 Los Angeles, California 90071-3101
 Attention: Kevin Ennis, City Attorney

To Beaumont: City of Beaumont
 99 E. Ramsey Street
 Beaumont, California 92220
 Attention: City Manager

Copy to: Slovak Baron Empey Murphy & Pinkney LLP
 1800 E. Tahquitz Canyon Way
 Palm Springs, California 92262

Attention: John O. Pinkney

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

3.16 Time of Performance. Time is of the essence in the performance of this Agreement.

3.17 Governing Law. This Agreement is in all respects governed by California law and venue for any dispute shall be in Riverside County.

3.18 Insurance. The Parties each verify that they are self-insured or maintain insurance coverage through a Joint Powers Authority in reasonable and customary amounts for their respective operations.

3.19 Authority to Enter into Agreement. Each Party warrants that the individuals who have signed this Cooperative Agreement have the legal power, right and authority to make this Cooperative Agreement and bind each respective Party.

3.20 Counterparts. This Cooperative Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

3.21 Entire Agreement. This Cooperative Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on the date first herein above written.

[Signatures on following page]

**SIGNATURE PAGE
TO
HIGHLAND SPRINGS PROJECT STUDY REPORT COOPERATIVE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the Effective Date.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

CITY OF BANNING

By: _____
Anne Mayer, Executive Director

By: _____
Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
Counsel to the Riverside County Transportation
Commission

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

<p>CITY OF BEAUMONT</p> <p>By: _____</p> <p>Title: _____</p>
<p>APPROVED AS TO FORM:</p> <p>By: _____</p> <p>Title: _____</p>
<p>ATTEST:</p> <p>By: _____</p> <p>Title: _____</p>



Staff Report

TO: Mayor and City Council Members
 FROM: Kari Mendoza, Administrative Services Director
 DATE: September 17, 2019
 SUBJECT: Authorize Employment Contract with Finance Director

Background and Analysis:

The Finance Director position has been vacant since June 2019. Staff conducted a nationwide search to locate the appropriate qualified candidate. Numerous interview panels were convened and the recruitment process is complete, Jeffrey Mohlenkamp has been selected. He has over twenty years of experience in finance, auditing and budgeting including prior CPA certification at both state and local government levels. He holds a Bachelor of Science in Management with a Minor in Accounting from University of Nevada Reno.

The City Manager negotiated the terms and conditions and the City Attorney drafted the employment contract. Attached is the employment contract and job description for your review.

Fiscal Impact:

Contract provides for an annual fully loaded fiscal impact of \$215,783 to be paid out of the Finance Department Budget 1225 personnel cost account.

Recommendation:

Approve the Employment Contract with Jeffrey Mohlenkamp and authorize the City Manager to sign the agreement.

A handwritten signature in blue ink, appearing to be "TP" or similar initials, written in a cursive style.

City Manager Review: Todd Parton

City Manager

Attachments:

[Draft Employment Agreement Mohlenkamp 2019](#)

[Finance Director Job Desc](#)

FINANCE DIRECTOR EMPLOYMENT AGREEMENT

This FINANCE DIRECTOR EMPLOYMENT AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into and made effective the ____ day of _____ 2019, by and between the CITY OF BEAUMONT, (hereinafter referred to as the “CITY”), and Jeffrey Mohlenkamp, an individual (hereinafter referred to as “EMPLOYEE”). For purposes of this AGREEMENT, CITY and EMPLOYEE may be collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

FINANCE DIRECTOR

WHEREAS, based on EMPLOYEE’s executive and administrative qualifications and ability, the CITY MANAGER desires to appoint EMPLOYEE to serve as the FINANCE DIRECTOR for CITY; and

WHEREAS, EMPLOYEE desires to perform and assume responsibility for the provision of FINANCE DIRECTOR services to CITY; and

WHEREAS, EMPLOYEE and CITY acknowledge and agree that this Agreement is not covered by and shall supersede the Memorandum of Understanding between City of Beaumont and Managers as Individuals Effective January 1, 2016 (“Managers Group MOU”); and

WHEREAS, the Parties wish to establish the terms and conditions of EMPLOYEE’s provision of professional services to CITY through this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, CITY and EMPLOYEE hereby agree as follows:

1. POSITION, DUTIES AND TERM.

1.1 Incorporation of Recitals. The above recitals are incorporated herein and made a part of this Agreement.

1.2 Position. EMPLOYEE accepts employment with CITY as its FINANCE DIRECTOR and shall perform all functions, duties and services set forth in Section 1.5 (Duties) of this Agreement.

1.3 Effective Date of Agreement/Term. This Agreement is for an unspecified term and is subject to the “At-Will” provision in Section 1.4 and termination provision in Section 4.

1.4 Employment with CITY “At-Will”.

(a) EMPLOYEE’s employment status with CITY shall be at-will and terminable with or without cause, at the CITY’S unilateral discretion. EMPLOYEE shall serve at

the pleasure of the City Manager. EMPLOYEE acknowledges, understands and agrees that EMPLOYEE may not avail himself/herself of any procedures, provisions or protections set forth under CITY's Employment Policies, as defined herein, in so far as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate EMPLOYEE's status as an "at-will" employee of CITY or the ability of the City Manager to terminate EMPLOYEE's employment at any time for cause or for convenience and without cause. For purposes of this Agreement, the capitalized term "Employment Policies" means and refers to any ordinance, resolution, regulation, rule, memorandum of understanding, or other written policy of CITY as the same may be amended, modified or supplemented from time-to-time, and any written employment manual of the CITY which governs, regulates or otherwise relates to employment with CITY. CITY's Employment Policies shall not apply to EMPLOYEE in so far as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) EMPLOYEE's status as an "at-will" employee of CITY. EMPLOYEE shall otherwise comply will all Employment Policies established by the CITY.

(b) Except as otherwise provided under Section 4 (Termination) of this Agreement, EMPLOYEE shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Manager to terminate EMPLOYEE's employment whether for cause or for convenience and without cause. EMPLOYEE shall also not be entitled to any post-termination appeal proceedings.

(c) Nothing in this Agreement shall confer upon EMPLOYEE any right to any property interest in continued employment with CITY.

1.5 Duties. EMPLOYEE shall serve as the FINANCE DIRECTOR and shall be vested with the powers, duties and responsibilities of the FINANCE DIRECTOR as set forth in the Beaumont Municipal Code, as the same may be amended or modified from time-to-time by the City Council, the California Code, and CITY's policies and procedures approved by the City Council, as may be provided from time to time. EMPLOYEE's performance of EMPLOYEE's duties shall be subject to the direction of the City Manager. It is the intent of the Parties that the FINANCE DIRECTOR keeps the City Manager fully informed of all significant operations or major undertakings of the Department. EMPLOYEE shall provide the City Manager with regular status reports on the operations and activities of EMPLOYEE'S Department. EMPLOYEE shall perform such duties as are customary and appropriate to the position of FINANCE DIRECTOR as well as such special duties as may be assigned to FINANCE DIRECTOR from time to time by the City Manager. Notwithstanding EMPLOYEE's duties as FINANCE DIRECTOR, nothing in this Agreement shall be construed to prohibit direct communications between the City Manager and employees within EMPLOYEE'S Department. EMPLOYEE shall attend all City Council meetings, unless excused or directed otherwise by the City Manager.

1.6 Work Hours. The position of FINANCE DIRECTOR is an exempt position under state and federal wage and hour laws. EMPLOYEE's compensation (whether salary or benefits or other allowances) is not based on hours worked. EMPLOYEE shall not be entitled to any compensation for overtime, missed meal or rest periods, reporting time, or any other wage and hour benefits conferred upon non-exempt employees under state or federal wage and hour laws, including regulations propounded in applicable Industrial Welfare Orders. EMPLOYEE is

expected to engage in those hours of work that are necessary to fulfill the obligations of the FINANCE DIRECTOR's position. The FINANCE DIRECTOR does not have set hours of work as the FINANCE DIRECTOR is expected to be available at all reasonable and relevant times.

1.7 Regional and Professional Activities. CITY desires that EMPLOYEE be reasonably active in professional organizations that will promote the standing of CITY and advance CITY's goals, interests and policy objectives while also providing EMPLOYEE with opportunities for the type of professional development that will enhance EMPLOYEE'S ability to serve CITY and perform EMPLOYEE'S duties as FINANCE DIRECTOR. Toward this end, EMPLOYEE may, upon reasonable notice and approval by the FINANCE DIRECTOR, join professional organizations and participate in the activities of such organizations in so far as such participation promotes the interests of CITY and does not unduly interfere with the performance of EMPLOYEE's duties as FINANCE DIRECTOR. CITY agrees to budget and, consistent with that budget, pay for the dues, conference and travel fees, and subscriptions of the FINANCE DIRECTOR necessary for EMPLOYEE'S participation in national, statewide, regional or professional organizations.

1.8 Non-CITY Activities. In accordance with Government Code Section 1126, during the period of EMPLOYEE'S employment, EMPLOYEE shall not accept, without the express prior written consent of the City Manager, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.7 (Regional and Professional Activity), whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict of interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of EMPLOYEE's duties as FINANCE DIRECTOR.

1.9 Restriction on Outside Business Activities. During his employment, EMPLOYEE shall devote his full business time, energy, and ability exclusively to the business and interests of CITY, and shall not, without prior written consent of City Manager, render services to others of any kind for compensation, or engage in other business activity that would materially interfere with the performance of EMPLOYEE'S duties under this Agreement, except that:

(a) The expenditure of reasonable amounts of time, not in conflict with the CITY'S needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Section 1.9 and shall not require prior consent; and

(b) This Agreement shall not be interpreted to prohibit EMPLOYEE from making passive, personal investments or conducting private affairs in those activities that do not materially interfere with the EMPLOYEE'S duties under this Agreement or create or result in conflicts of interests with CITY.

2. COMPENSATION AND BENEFITS AND REIMBURSEMENTS.

2.1 Base Salary. Commencing on the date EMPLOYEE commences full time work with the CITY, EMPLOYEE shall receive a base annual salary of one hundred seventy one thousand seventeen and sixty four (\$171,017.64) per year, (hereinafter, the "Base Salary"). The Parties understand and agree that the amount of the Base Salary, as preliminarily established for

the year 2019, may be adjusted from time-to-time by the CITY MANAGER following a performance evaluation, as provided for in Section 2.2 (below). In no event shall EMPLOYEE's base salary adjust automatically pursuant to any mechanism, and in no event shall EMPLOYEE's base salary exceed the maximum amount approved by the City Council, including in the CITY's Salary Chart or any other salary table or other document that may be adopted by the City Council in the future. The Base Salary shall be payable in monthly or bi-weekly installments at the same time and in the same manner as other management employees of CITY. EMPLOYEE's salary shall be subject to customary withholding for taxes and other required deductions.

2.2 Performance Review. On or before the anniversary date of execution of this Agreement, the City Manager will undertake a job performance review of EMPLOYEE. In connection with such performance review, the City Manager may consider any adjustments in EMPLOYEE's compensation consistent with the CITY's Salary Chart. The failure of CITY to undertake a performance evaluation shall not limit CITY's ability to terminate this Agreement pursuant to Section 4 (Termination).

2.3 Benefits. In addition to Base Salary, CITY shall also provide EMPLOYEE with the following benefits:

(a) Cafeteria Plan, Dependent Care Flexible Spending Account, Life and Short Term Disability Insurance, Vacation Accrual, Sick Leave, Public Employees Retirement System (PERS) Eligibility, and Reimbursements. EMPLOYEE shall be provided with these benefits to the same extent as those benefits are provided to the members of the Non-represented Managers Group, whether as described in the Managers Group MOU referred to in the Recitals or in the City's Employment Policies, whichever is applicable, as those document may be modified or amended from time to time.

2.4 Vehicle Allowance. EMPLOYEE shall be provided, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of one hundred seventy five dollars (\$175.00) a month, as a vehicle allowance to be used to purchase, lease or own, operate and maintain a vehicle. EMPLOYEE shall be responsible for paying for liability, property damage and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair and regular replacement of said vehicle

2.5 Jury Duty. EMPLOYEE will receive Base Salary and benefits while responding to a jury summons or serving on a jury. Any compensation for such jury duty (except travel pay) shall be remitted to CITY.

2.6 Business Related Equipment. CITY shall also provide EMPLOYEE a smart phone and personal computer (at work) for use in connection with CITY business. CITY shall be responsible for maintenance of said items.

2.7 Participation in Additional CITY Programs. EMPLOYEE shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to

non-represented CITY management employees, including but not limited to, the bilingual program or deferred compensation plan.

2.8 Administrative/Personal Leave. EMPLOYEE shall be allocated a maximum of forty (40) hours of administrative/personal leave on July 1st of each CITY fiscal year. The maximum amount of administrative/personal leave that EMPLOYEE may accrue at any given time may not exceed eighty (80) hours total. EMPLOYEE may request payment of up to forty (40) hours banked administrative leave pay, to be paid by separate check, per calendar year. Requests for payment of banked administrative leave pay should be submitted in accordance with the procedure stated in the Managers Group MOU.

3. ILLNESS OR INJURY; DISABILITY AND DEATH.

3.1 Cessation of Work Due to Injury or Disability. In addition to any right of termination set forth under Section 1.3 (Employment With CITY “At-Will”), above, CITY also reserves the right to terminate EMPLOYEE’s employment along with this Agreement if EMPLOYEE ceases to work as a result of injury or disability which results in Employee being unable to perform the essential duties of the FINANCE DIRECTOR position, with or without accommodation, for a period of six (6) consecutive months or more, as documented by a healthcare provider. The foregoing notwithstanding, CITY may terminate EMPLOYEE if, in the CITY’S unilateral discretion, the disability poses a direct threat to the safety of CITY, EMPLOYEE or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. CITY will not provide a severance payment if EMPLOYEE is terminated under this Section of this Agreement.

3.2 Compensation for Work-Related Illness or Injury. In the event EMPLOYEE suffers a physical or mental illness or disability arising out of the course of employment, EMPLOYEE’s exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally allowed under the workers’ compensation laws of the State of California. The Parties further agree that the California Workers Compensation Appeals Board shall be the exclusive venue for any claim of physical or mental illness or disability arising out of the course of EMPLOYEE’S employment with the CITY.

3.3 Medical Examination. EMPLOYEE agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by CITY, in the event the CITY determines a medical and/or psychological examination is needed to make a decision under Sections 3.1 through 3.2. CITY and EMPLOYEE shall receive a copy of all medical reports related to the examination.

3.4 Death of Employee. This Agreement along with EMPLOYEE’s employment shall terminate automatically upon EMPLOYEE’S death.

3.5 Compensation Upon Termination. Except as otherwise provided under this Agreement, if EMPLOYEE’S employment is terminated pursuant to this Section 3 (Illness or Injury; Disability and Death), CITY shall pay EMPLOYEE all Base Salary, benefits, and compensation due and owing EMPLOYEE through the last day actually worked. If termination is caused by EMPLOYEE’S death, CITY shall provide the compensation and benefits otherwise due EMPLOYEE to EMPLOYEE’S executor, administrator, heirs, personal representatives,

successors, and assigns. CITY will not provide for severance pay if EMPLOYEE is terminated under the provisions of Section 3.1 through 3.5, above.

4. TERMINATION.

4.1 Termination by CITY for Convenience and Without Cause. CITY may terminate EMPLOYEE at any time for convenience and without cause, by providing EMPLOYEE with the applicable “severance payment” provided for below. The “severance payment” shall be an amount equal to six (6) months, less any and all applicable or legally required deductions. EMPLOYEE shall also receive all applicable accrued vacation and/or sick leave and administrative/personal leave as provided herein together with any extension of benefits required under California law. The foregoing notwithstanding, in no event shall the “severance payment” include the payment of any sums prohibited pursuant to Government Code Section 53260-53264, and any such sums shall be deducted from the “severance payment.”

4.2 Termination by Employee. EMPLOYEE may terminate EMPLOYEE’S employment for any reason, and at any time, with or without cause, by providing CITY with no less than thirty (30) days prior written notice. In such event, CITY shall have the option, in its complete discretion, to make EMPLOYEE’S termination effective upon any date preceding the 30-day notice period, provided CITY pays EMPLOYEE all compensation due and owing EMPLOYEE through the last day actually worked, plus an amount equal to the Base Salary EMPLOYEE would have earned through the balance of the thirty (30) day notice period. EMPLOYEE shall not receive a “severance payment” in the event EMPLOYEE terminates his/her employment with CITY pursuant to this Section 4.2.

4.3 Termination for Cause by CITY. CITY may immediately terminate EMPLOYEE’S employment with CITY and this Agreement at any time by providing EMPLOYEE written notice of EMPLOYEE’S termination for cause and the reason(s) for the termination, and an opportunity for a discussion with the City Manager or the City Manager’s designee. In the event the City Manager and EMPLOYEE are unable to resolve any disagreement regarding the cause for EMPLOYEE’S termination, the Parties agree to arbitration as provided in Section 6. No “severance payment” shall be paid in the event EMPLOYEE’S employment is terminated for cause, except that CITY shall pay EMPLOYEE for EMPLOYEE’S accrued and unused vacation, sick and administrative leave, as provided for in this Agreement. The term “cause” shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) breach of this AGREEMENT, 2) willful or persistent breach of duties, 3) resume fraud or other acts of material dishonesty, 4) unauthorized absence or leave not otherwise supported by valid documentation from a healthcare provider, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law (the CITY may, in its discretion, place EMPLOYEE on paid or unpaid administrative leave until resolution of charges brought against EMPLOYEE), 6) violation of the CITY’S anti-harassment policies and/or a finding that legally prohibited personal acts of harassment, discrimination, and/or retaliation against a CITY official, CITY employee, or any individual protected by state or federal laws prohibiting harassment, discrimination, and/or

retaliation, 7) violation of the CITY's Municipal Code, ordinances, rules or regulations, including but not limited to the CITY's Rules and Regulations and Administrative Policies, 8) use or possession of illegal drugs, 9) engaging in conduct tending to bring embarrassment or disrepute to the CITY, 10) any illegal or unethical act involving personal gain, 11) pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or FINANCE DIRECTOR, and 12) gross misfeasance or gross malfeasance. If the CITY terminates for cause this AGREEMENT and the services of EMPLOYEE hereunder, EMPLOYEE shall not be entitled to assume any further position or employment with the CITY.

4.4 Termination Obligation. EMPLOYEE agrees that all property, including without limitation, all equipment, tangible, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by EMPLOYEE incident to EMPLOYEE'S employment are the property of CITY and shall be returned promptly to CITY upon termination of EMPLOYEE's employment. EMPLOYEE's obligations under this subsection shall survive the termination of EMPLOYEE'S employment and the expiration or early termination of this Agreement.

4.5 Benefits Upon Termination. All benefits to which EMPLOYEE is entitled under this Agreement shall cease upon EMPLOYEE's termination in accordance with this Section 4 (Termination), unless expressly continued under this Agreement, under any specific written policy or benefit plan applicable to EMPLOYEE, under any other agreement for the continued provision of benefits, or unless otherwise required by law.

5. CONFLICT OF INTEREST.

5.1 EMPLOYEE shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Manager and City Council. EMPLOYEE shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the CITY's Municipal Code, and any other conflict of interest regulations applicable to EMPLOYEE's employment with CITY. For and during the Term of this Agreement and any extension term, EMPLOYEE further agrees that except for a personal residence or residential property acquired or held for future use as EMPLOYEE'S personal residence, EMPLOYEE will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the City Manager and City Council.

6. ARBITRATION OF DISPUTES.

This arbitration provision does not apply to any claim, dispute, or controversy that in any way concerns the CITY'S right under this Agreement to terminate EMPLOYEE for convenience and/or without cause including, but not limited to, CITY'S exercise of its rights under Section 1.4(a) and Section 4.1 above.

Any claim, dispute, or controversy which would otherwise require or allow resort to any court or other governmental dispute resolution forum between EMPLOYEE and CITY arising from, related to, or having any relationship or connection whatsoever with Employees employment or the terms of this Agreement, whether based on tort, contract, statutory, or equitable law, or otherwise, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq.), including section 1283.05 and all of the Acts other mandatory and permissive rights to discovery); provided, however, that: in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. If for any reason the Parties cannot agree to an arbitrator, either Party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator. The court shall then appoint an arbitrator, who shall act under this agreement with the same force and effect as if the Parties had selected the arbitrator by mutual agreement. The arbitrator shall then prescribe the rules and procedures for the arbitration process in accordance with laws that are applicable to the claim being raised. EMPLOYEE understands that by agreeing to this binding arbitration provision, both CITY and EMPLOYEE give up their right to a trial by jury.

7. GENERAL PROVISIONS.

7.1 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below or at the last known address maintained in EMPLOYEE personnel file. EMPLOYEE agrees to notify CITY in writing of any change in EMPLOYEE’S address during EMPLOYEE’S employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY’s Notice Address:

City of Beaumont
 550 East Sixth Street
 Beaumont, CA 92223

FINANCE DIRECTOR’s Notice Address:

Jeffrey Mohlenkamp

_____ (Last listed address in employee’s personnel file)

7.2 Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the FINANCE DIRECTOR under any laws or ordinance.

7.3 Entire Agreement. This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. However, as noted in Section 2.7 above, EMPLOYEE shall be eligible to participate in any other CITY programs/employment benefits to the extent they are offered to non-represented CITY employees.

7.4 Amendments. Except as otherwise provided herein, this Agreement may not be amended except in a written document signed by EMPLOYEE, approved by the City Manager and signed by the City Attorney.

7.5 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.6 Assignment. EMPLOYEE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

7.7 Severability. If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.8 Governing Law. This Agreement is entered into and is to be performed in Riverside County, California and shall be governed by and construed in accordance with the controlling laws of the State of California or federal law, whichever is applicable, and the Parties agree that venue shall be in Riverside County, California.

7.9 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

7.10 Statutory Obligations; Abuse of Office or Position. Pursuant to California Government Code Sections 53243, 53243.1 and 53243.2, which became effective on January 1, 2012, if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE'S office or position, all of the following shall apply: (1) if EMPLOYEE is provided with an administrative leave pay pending an investigation, EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; (2) if CITY pays for the criminal legal defense of EMPLOYEE (which would be in its sole discretion, as CITY is generally not obligated to pay for a criminal defense), EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; and (3) if this Agreement is terminated, any cash settlement related to the termination of EMPLOYEE by CITY,

said amount shall be fully reimbursed to CITY or shall be void if not yet paid to EMPLOYEE. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under the color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the California Penal Code.

7.11 Incorporation of Recitals. The Parties repeat and incorporate the recitals set forth above as if fully set forth herein.

7.12 Acknowledgment. EMPLOYEE acknowledges that EMPLOYEE has had the opportunity to consult legal counsel in regard to this Agreement, that EMPLOYEE has read and understands this Agreement, that EMPLOYEE is fully aware of its legal effect, and that EMPLOYEE has entered into it freely and voluntarily and based on EMPLOYEE'S own judgment and not on any representations or promises other than those contained in this Agreement.

“CITY”

“EMPLOYEE”

CITY OF BEAUMONT

Jeffrey Mohlenkamp

By: _____
Todd Parton, City Manager

ATTEST:

By: _____
Steve Mehlman, City Clerk

FINANCE DIRECTOR EMPLOYMENT AGREEMENT

Exhibit "A"

Job Description

Exhibit "A"



CITY OF BEAUMONT CALIFORNIA
invites applications for the position of:

Finance Director

SALARY: \$11,412.00 - \$14,608.00 Monthly
\$136,944.00 - \$175,296.00 Annually

DEPARTMENT: Finance and Budget

OPENING DATE: 06/14/19

SUMMARY DESCRIPTION:

Under general administrative direction, plans, manages, directs, and oversees the activities and operations of the Finance Department including finance, purchasing, the City budget, utility billing, revenue collection and data processing; coordinates assigned activities with other departments and outside agencies; prepares the City budget for review and evaluation; establishes efficient and effective departmental operations consistent with City Council policies and administrative guidelines established by the City Manager; participates as a member of the executive management team; and provides highly responsible and complex administrative support to the City Manager.

REPRESENTATIVE DUTIES:

1. Assumes full management responsibility for all Finance Department services and activities including finance, purchasing, budgeting, investing, utility billing, revenue collection and data processing.
2. Manages the development and implementation of departmental goals, objectives, and priorities for each assigned service area; recommends and administers policies and procedures; ensures that activities are conducted in accordance with related laws, ordinances, rules and regulations.
3. Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
4. Assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement; directs and implements changes.
5. Plans, directs, and coordinates, through subordinate level staff, the Finance Department's work plan; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meets with key staff to identify and resolve problems.
6. Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
7. Oversees and participates in the development and administration of the department budget; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary.
8. Directs the fiscal management of the City, including revenue forecasting, collection and disbursement of funds, accounting, financial reporting and auditing, and investment funds.
9. Conducts analytical research, audits, and or evaluation of City policies and procedures as they relate to fiscal policies; conducts studies, surveys or oversees the conduct of activities relating to the development of rates and changes for utilities, development impact fees and user fees.
10. Conducts studies, surveys, and other research on difficult and complex administrative and/or operational matters, analyzes data collected, evaluates alternatives and prepares recommendations and reports of findings.
11. Oversees, coordinates and monitors the City-wide budget process to include preparation of all documents; compiles and analyzes City operations and services budget requests and projections.

12. Facilitates and coordinates the City Council budget review process and related public hearings; oversees and coordinates the production of the final budget document and performs periodic budget review.
13. Prepares a variety of correspondence, reports, and proposed resolutions and ordinances.
14. Participates in the resolution of various administrative and policy issues related to the City's internal service operation and functions.
15. Initiates, directs, coordinates and participates in the conduct and successful completion of major, long term projects and studies with City-wide implications as assigned.
16. Provides staff assistance to the City Manager, City Council, Planning Commission, other boards and commissions, other department heads, and civic groups in matters involving planning, zoning, and enforcement; prepares and presents staff reports and other necessary correspondence.
17. Represents the Community Development Department to other departments, elected officials, and outside agencies; coordinates assigned activities with those of other departments and outside agencies and organizations.
18. Explains, justifies, and defends department programs, policies, and activities; negotiates and resolves sensitive and controversial issues.
19. Participates on a variety of boards, commissions, and committees.
20. Attends and participates in professional group meetings; maintains awareness of new trends and developments in the fields of planning, building, and economic development; incorporates new developments as appropriate.
21. Responds to requests for information from the public, City departments and outside agencies; responds to and resolves difficult and sensitive planning, zoning, building, environmental, and administrative policy questions.
22. Performs related duties, as assigned.

QUALIFICATIONS:

Knowledge of:

Accepted principles, practices and techniques of municipal finance administration, fiscal management, revenue forecasting, accounting, financial reporting and auditing.

Advanced principles and practices of program development and administration.

Principles and practices of supervision and disciplinary processes.

Data collection and analysis techniques.

Municipal budgeting processes.

Data processing systems/applications in a public agency.

General office, records management and administrative practices and procedures.

Methods and techniques of basic work supervision.

Maintain confidentiality of information.

Principles and practices of municipal budget preparation and administration.

Computer systems related to maintaining municipal records.

Pertinent federal, state, and local laws, codes, and regulations.

Ability to:

Manage and direct a comprehensive finance program.

Develop and administer departmental goals, objectives, and procedures.

Analyze and assess programs, policies, and operational needs and make appropriate adjustments.

Identify and respond to sensitive community and organizational issues, concerns, and needs.

Plan, organize, direct, and coordinate the work of lower level staff.

Delegate authority and responsibility.

Select, supervise, train, and evaluate staff.

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.

Research, analyze, and evaluate new service delivery methods and techniques.

Collect, organize, analyze, and interpret information relating to finance programs.

Prepare clear and concise administrative and financial reports.

Prepare and administer large and complex budgets.

Interpret and apply applicable federal, state, and local policies, laws, and regulations.

Maintain confidentiality of records, files and documents.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE, EDUCATION AND LICENSES:

Education/Training:

A Bachelor's Degree from an accredited college or university with major course work in finance, public or business administration or a related field.

Experience:

Eight years of progressively responsible administrative experience in the field of municipal finance.

License or Certificate:

Must possess a valid California Class C Driver's License and maintain possession of such license during the course of employment.

Must have an acceptable driving record, be insurable at standard rates by City's insurance carrier, and maintain such insurability during the course of employment.

PHYSICAL, MENTAL, AND ENVIRONMENTAL REQUIREMENTS: *The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions:*

Must be found to be free from any physical, emotional or mental conditions, as determined by a qualified physician and/or psychologist, which with or without accommodation might affect the ability of the employee to perform essential job functions. The position may require prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. Additionally, the position requires grasping, repetitive hand movement, and fine coordination in retrieving and entering data using a computer keyboard. Near and far vision is required in order to read work related documents and use the computer. Acute hearing is required when providing phone and personal service. The position requires lifting, carrying, pushing, and/or pulling objects weighing up to 25 pounds. Incumbent must be willing to work shift work, including nights, weekends, and holidays.

This classification is not intended to be all-inclusive. An employee may be required to perform other reasonable duties as assigned by management. The City reserves the right, with the concurrence of the department head, to revise or change classification duties and responsibilities as the need arises and as consistent with the meet and confer process.

APPLICATIONS MAY BE FILED ONLINE AT:

<http://beaumontca.gov/>

550 E 6th Street
Beaumont, CA 92223
9517698520

hr@beaumontca.gov

Position #19-06
FINANCE DIRECTOR
KM

Finance Director Supplemental Questionnaire

* 1. Do you have eight (8) years of governmental finance experience?

Yes No

* 2. Do you have a Bachelor's Degree in Finance, Public or Business Administration?

Yes No

* 3. Do you have experience with community facility or special finance districts?

Yes No

* 4. Do you have bond finance experience to include bond ratings?

Yes No

* Required Question



ROXANN M. VOTAW
votaw@sbemp.com
FIRM ADMINISTRATOR

REPLY TO:
Palm Springs, California

SEPTEMBER 5, 2019

CITY OF BEAUMONT PROFESSIONAL SERVICES THRU: 8/31/2019

TOTAL DUE: \$88,944.01

Sincerely,
SBEMP, LLP

By: Roxann M Votaw

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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Indian Wells, CA
T (760) 322- 9240

Costa Mesa, CA
T (714) 435-9592

San Diego, CA
T (619) 501-4540

Princeton, NJ
T (609) 955-3393

New York, NY
T (212) 829-4399

www.sbemp.com
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 Palm Springs, CA 92262
 Fed. ID #33-0833010
 Telephone 760-322-2275
 Facsimile 760-322-2107

SEPTEMBER 5, 2019

City of Beaumont
 E-MAIL INVOICES

Our file no:
 City of Beaumont-Serrato

Professional services through: 7/19/2019:

Invoice # 54510

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$7,483.50</u>

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Telephone 760-322-2275
Facsimile 760-322-2107

SEPTEMBER 5, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Urban Logic

Professional services through: 8/20/2019:

Invoice # 54511

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$20,041.50</u>

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SEPTEMBER 5, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*ULC Defense

Professional services through: 8/22/2019:

Invoice # 54512

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$13,447.50

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SEPTEMBER 5, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Gregg

Professional services through: 8/31/2019:

Invoice # 54513

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$137.50

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Facsimile 760-322-2107

SEPTEMBER 5, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*McFarlinAnder

Professional services through: 8/31/2019:

Invoice # 54514

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$440.00</u>

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SEPTEMBER 5, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*MV

Professional services through: 8/31/2019:

Invoice # 54515

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$4,974.00</u>

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Facsimile 760-322-2107

SEPTEMBER 5, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Peters

Professional services through: 8/31/2019:

Invoice # 54516

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$15,111.00</u>

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Facsimile 760-322-2107

SEPTEMBER 5, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*TalleyAguirre

Professional services through: 8/31/2019:

Invoice # 54518

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$5,562.89

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Facsimile 760-322-2107

SEPTEMBER 5, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Wallis Receiv

Professional services through: 8/31/2019:

Invoice # 54519

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$907.50</u>

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Telephone 760-322-2275
Facsimile 760-322-2107

SEPTEMBER 5, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-3rdPartyClaim

Professional services through: 8/31/2019:

Invoice # 54520

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$137.50</u>

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SEPTEMBER 5, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Gen Lit

Professional services through: 8/31/2019:

Invoice # 54521

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$550.00</u>

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SEPTEMBER 5, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Labor&Employ

Professional services through: 8/31/2019:

Invoice # 54522

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$932.10</u>

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SEPTEMBER 5, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-OverRetainer

Professional services through: 8/31/2019:

Invoice # 54523

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$11,707.02</u>

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SEPTEMBER 5, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Retainer

Professional services through: 8/31/2019:

Invoice # 54524

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$7,512.00

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M E M O R A N D U M

To: City of Beaumont

From: Townsend Public Affairs

Date: September 12, 2019

Subject: Legislative Report for the City of Beaumont

State Legislative Update

The Legislature will adjourn and return to their respective districts on September 14. The Legislature now stands in recess until January 6, 2020.

Below is a list of key upcoming deadlines in the Legislature:

September 13 – Last day for each house to pass bills. Legislature adjourns for the 2019 session.

October 13 – Last day for the Governor to sign or veto bills passed by the Legislature on or before September 13, 2019.

January 6, 2020 – Legislature reconvenes for the second year of the 2019-2020 Legislative session.

Use of Force

SB 230 (Caballero) – Police Training

On September 12, 2019, one month after signing AB 392 (Weber), the most sweeping police use of force legislation in the Country, Governor Newsom signed its companion bill SB 230. Senate Bill 230 mandates law enforcement agencies to rewrite their use-of-force policies to comply with legislation passed in August that directs law enforcement to use deadly force only when “necessary,” based on the totality of circumstances they encounter.

Housing

AB 1482 (Chiu) – Tenancy: Rent Caps

This bill limits housing costs in California by placing a cap on annual rent increases at 7 percent plus inflation, up to a maximum of 10 percent, for specified housing that is over 10 years old. To prevent landlords from engaging in rent-gouging by evicting tenants, the bill also requires that a landlord have and state a just cause, as specified, for any eviction. Landlords with 10 or fewer rental properties are exempt. The bill sunsets after three years.

AB 1482 was voted out of the Assembly on September 11, 2019. It is now in enrollment.

AB 1483 (Grayson) – Housing Data

This bill would require a city, county, or special district to maintain on its internet website, as applicable, a current schedule of fees, exactions, and affordability requirements imposed by the city, county, or special district, including any dependent special district, applicable to a proposed housing development project, all zoning ordinances and development standards, and annual fee reports or annual financial reports.

AB 1483 passed out of both the Senate and the Assembly and is now in enrollment.

AB 1484 (Grayson) – Impact Fees

This bill would require a local agency to demonstrate a nexus between the impact fees that are being charged to developers and a proposed development project. The intent of the bill is to address the state's housing shortage.

AB 1484 is in Senate Rules. There will be stakeholder meetings in the Fall to further discuss the language of the bill.

SB 330 (Skinner) – Housing Crisis Act of 2019

SB 330 restricts the actions of cities and counties that would reduce the production of housing until January 1, 2025. This bill requires a city or county to approve a housing development project that complies with the minimum local general plan, zoning standards, and criteria that were in effect at the time the application was deemed to be complete. Cities and counties must approve it on the condition that the project be developed at a lower density, and to base its decision upon written findings supported by substantial evidence on the record that specified conditions exist and places the burden of proof on the local agency. The act requires a court to impose a fine on a local agency under certain circumstances and requires that the fine be at least \$10,000 per housing unit in the housing development project on the date the application was deemed complete. It would also specify that an application is deemed complete if a preliminary application was submitted.

SB 330 passed out of both the Senate and the Assembly and is now in enrollment.

SB 592 (Wiener) – Housing Accountability Act

SB 592 was recently gut and amended to become a housing related bill. Similar to SB 330 (Skinner), the bill prohibits a local agency from disapproving or conditioning approval in a way that deters a housing development project that complies with the local general plan, zoning, and subdivision standards. This bill would apply to any form of land use decision by a local agency, including a ministerial or use by right decision.

SB 592 has been referred to the Assembly Rules Committee.

Other Priority Legislation*AB 516 (Chiu) – Authority to Remove Vehicles*

AB 516 modifies existing law that authorizes peace officers to tow vehicles that have been left parked for 72 hours or more. The bill requires officers to first place a notice on the vehicle for a

minimum of 10 days prior to being towed and disallows officers from towing a vehicle that has five or more unpaid parking tickets.

AB 516 was held in Senate Appropriations and is now a two-year bill.

AB 849 (Bonta) – Elections, Local Redistricting

AB 849 revises and standardizes the criteria and process to be used by counties and cities when they adjust the boundaries of the electoral districts that are used to elect members of the jurisdictions' governing bodies. Requires counties and cities to comply with substantial public hearing and outreach requirements as part of the process for adjusting the boundaries of electoral districts. Amendments have since reduced the number of required public hearings from six to four.

AB 849 passed out of both the Senate and the Assembly and is now in enrollment.

AB 1184 (Gloria) – Retention of public records: writing transmitted by electronic mail

AB 1184 requires a public agency to retain and preserve for at least two years every writing containing information relating to the conduct of the public's business that is prepared, owned, or used by the public agency and transmitted by electronic mail, unless a statute or regulation requires a longer retention period. This bill would require public agencies to store innocuous, mundane, and duplicative information for a minimum of two years, resulting in higher digital storage needs.

AB 1184 passed out of both the Senate and the Assembly and is now in enrollment.

Federal Legislative Update

Both chambers of Congress returned from their six-week recess on September 9, and Democrats are eager to tackle issues now center stage in the political sphere. Chief among issues that are not appropriations-related will be gun control legislation, which remains at the forefront of political debate nearly a month after the mass shootings in El Paso, Texas, and Dayton, Ohio. Democrats and some Republicans are using September as the first opportunity to develop legislative measures to respond to gun violence, particularly legislation to strengthen background checks and allow law enforcement authorities to confiscate weapons using state “red flag” laws.

The other priority story this week is the Trump Administration policy regarding e cigarettes (via the FDA) is expected to be finalized in the coming weeks. Essentially, it's enforcing rules already on the books but targeting/prioritizing flavored e-cigs.

By way of background: an FDA rule became effective August 8, 2016 that said that all electronic nicotine delivery system (ENDS) products (which includes e-cigarettes) were expected to file premarket tobacco product applications with the FDA within two years (to bring them into similar compliance with traditional cigarettes). Basically, all ENDS products currently on the market are not being legally marketed and are now subject to government action.

The compliance policy the FDA is going to finalize in the coming weeks will outline enforcement policy of this existing rule, in a way that will prioritize flavored over non-flavored e-cigarettes. I

expect there will be additional details of how they will address flavored e-cigarettes should the manufacturers come into compliance with the August 2016 FDA rule, but they have not made those public yet. Additionally, there is likely to be some lag between plan announcement and full implementation from an enforcement perspective (likely another few weeks or months).

Things like flavored blunt wraps and other non-electronic nicotine/tobacco accessories would not be included in the new Administration actions.

Some of the Administration plans are floated early on to take public temperature or whatnot, but since this is based on an existing rule, it is expected implementation will occur more quickly than if they had to implement new policy.