



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, September 07, 2021

Closed Session: 5:00 PM | Regular Meeting: 6:00 PM

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.

AGENDA

MEETING PARTICIPATION NOTICE

This meeting will be conducted utilizing teleconference communications and will be recorded for live streaming as well as open to public attendance subject to social distancing and applicable health orders. All City of Beaumont public meetings will be available via live streaming and made available on the City's official YouTube webpage. Please use the following link during the meeting for live stream access.

beaumontca.gov/livestream

Public comments will be accepted using the following options.

1. Written comments will be accepted via email and will be read aloud during the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Comments can be submitted anytime prior to the meeting as well as during the meeting up until the end of the corresponding item. Please submit your comments to: **nicolew@beaumontca.gov**
2. Phone-in comments will be accepted by joining a conference line prior to the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Please use the following phone number to join the call **(951) 922 - 4845.**
3. In person comments subject to the adherence of the applicable health orders and social distancing requirements.

In compliance with the American Disabilities Act, if you require special assistance to participate in this meeting, please contact the City Clerk's office using the above email or call **(951) 572 - 3196.** Notification 48 hours prior to a meeting will ensure the best reasonable accommodation arrangements.

CLOSED SESSION - 5:00 PM

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 Lara, Mayor Pro Tem White, Council Member Martinez, Council Member Fenn, Council Member Santos

Public Comments Regarding Closed Session

- 1. Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4) (One potential case)**
- 2. Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives City Manager Todd Parton and Administrative Services Director Kari Mendoza. Employee Organizations: Beaumont Police Officers Association and SEIU**

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER

Mayor Lara, Mayor Pro Tem White, Council Member Martinez, Council Member Fenn, Council Member Santos

Report out from Closed Session
Action on any Closed Session Items
Action of any Requests for Excused Absence
Pledge of Allegiance
Invocation
Adjustments to the Agenda
Conflict of Interest Disclosure

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

- 1. Proclamation - September 11 Day of Service and Remembrance**
- 2. Proclamation - National Preparedness Month**
- 3. Proclamation - Railroad Safety Month**

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.

4. Ratification of Warrants

Recommended Action:

Ratification of Warrants dated:
August 12, 2021
August 19, 2021
August 26, 2021

5. Approval of Minutes

Recommended Action:

Approve Minutes dated August 17, 2021.

6. Second Reading of an Ordinance Terminating Urgency Ordinance 1111 Imposing a Temporary Moratorium Prohibiting Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities (Including Recreational Vehicles), Truck Stops and Terminals, and Building Storage Yards Pursuant to Government Code Section 65858 as Extended by Urgency Ordinance 1114

Recommended Action:

Waive the second full reading and adopt by title only "An Ordinance of the City Council of the City of Beaumont Terminating Urgency Ordinance 1111 Imposing a Temporary Moratorium Prohibiting Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities (Including Recreational Vehicles), Truck Stops and Terminals, and Building Storage Yards Pursuant to Government Code Section 65858 as Extended by Urgency Ordinance 1114."

7. Second Hearing of an Ordinance Amending the Municipal Code Adding Chapter 17.20 "No Net Loss Program" to Ensure Residential Capacity Pursuant to the Provisions of SB330

Recommended Action:

Waive the second full reading and adopt by title only "An Ordinance of the City Council of the City of Beaumont Amending the Municipal Code to Add Chapter 17.20 Establishing a No Net Loss Program for Residential Capacity Pursuant to the Provisions of SB330."

8. Edward Byrne Memorial Justice Assistance Grant Program Fiscal Year 2021 Interlocal Agreement

Recommended Action:

Authorize City staff to apply for the FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) program.

Authorize the City Manager to execute an interlocal agency agreement between the County of Riverside and the City of Beaumont to seek JAG funds.

9. Accept Security Agreement and Performance and Payment Bond No. CMS0342150 for Street and Storm Drain Improvements associated with Tract Map No. 31470-6

Recommended Action:

Accept Security Agreement and Performance and Payment Bond No. CMS0342150 for Street and Storm Drain Improvements associated with Tract Map No. 31470-6.

10. Accept Security Agreement and Performance and Payment Bond No. LICX1203090 for Street Improvements Associated with CUP 2020-046 and 047

Recommended Action:

Accept Security Agreement and Performance and Payment Bond No. LICX1203090 for Street Improvements associated with CUP 2020-046 and 047.

11. Accept Security Agreement and Performance and Payment Bond No. PB03010407923 for Sewer Improvements associated with Tract Map No. 36307-1

Recommended Action:

Accept Security Agreement and Performance and Payment Bond No. PB03010407923 for Sewer Improvements associated with Tract Map No. 36307-1

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.

12. Fairway Canyon Park Agreement with SDC Fairway Canyon, LLC, LB/L – Suncal Oak Valley LLC, and Meritage Homes of California, Inc.

Recommended Action:

Approve Fairway Canyon Park Agreement with SDC Fairway Canyon, LLC, LB/L – Suncal Oak Valley LLC and Meritage Homes of California, Inc.

13. Approve the Purchase of Hon Accelerate Workstations in an Amount Not to Exceed \$73,773.55 from Bluespace Interiors and Authorize the City Manager to Sign Change Orders in the Amount of \$7,377 for a Total Not to Exceed \$81,150.55

Recommended Action:

Approve the purchase of Hon Accelerate Workstations in and amount not to exceed \$73,773.55 from Bluespace Interiors and authorize the City Manager to sign change orders up to \$7,377 for a total amount not to exceed \$81,150.55.

14. City Branding Initiative Phase 2 Design and Creative Briefs

Recommended Action:

Approve design option 1, or design option 2.

15. Approval of Lease and Installation of Motorola Radios for the Beaumont Police Department

Recommended Action:

Approve purchase of 125 Motorola radios in the amount of \$1,092,137.60 with an initial payment of \$471,785 from Public Safety CFD Reserve Funds. Approve Lease Option Three with Motorola for a financed amount of \$620,352.63 and approve the installation of 63 mobile radios in an amount not to exceed \$34,212.78 to 10-8 Retrofit.

16. Approval of Contract with Ramona Humane Society

Recommended Action:

Approve a contract with the Ramona Humane Society for a term of three years, effective November 1, 2021, through November 1, 2024.

17. Award a Public Works Agreement to Mariscal Painting, Inc., for the Repaint and Stucco Project at City Hall (CIP F-01) in an Amount Not to Exceed \$67,133 and Authorize the City Manager to Sign Change Orders up to \$6,713

Recommended Action:

Award a Public Works Agreement to Mariscal Painting, Inc., for the Repaint and Stucco Project at City Hall (CIP F-01) in an amount not to exceed \$67,133 and Authorize the City Manager to sign change orders up to \$6,713.

18. Award a Public Works Agreement to All American Asphalt for Construction Services for Annual Citywide Street Rehabilitation and Maintenance 20/21 Project (CIP R-03 and R-04) and the 2021 Mid-Year Street Enhancement Project (CIP R-05 and CIP R-06) in an Amount Not to Exceed \$5,296,803.32; and Authorize the City Manager to Sign Change Orders up to an Additional \$475,991.68 for a Total Not to Exceed Construction Budget of \$5,772,795

Recommended Action:

Award a Public Works Agreement to All American Asphalt for Construction Services for Annual Citywide Street Rehabilitation and Maintenance 20/21 Project (CIP R-03 and R-04) and the 2021 Mid-Year Street Enhancement Project (CIP R-05 and R-06) in an amount not to exceed \$5,296,803.32; and Authorize the City Manager to sign change orders up to an additional \$475,991.68 for a total not to exceed construction budget of \$5,772,795.

19. Approve a Professional Services Agreement with Mark Thomas in an Amount Not to Exceed \$67,344 for a Revised Traffic Analysis, and Authorize the Mayor to Execute a Reimbursement Agreement with the Western Riverside Council of Governments (WRCOG) to Recoup Costs Associated with the Revised Traffic Analysis

Recommended Action:

Approve a Professional Services Agreement with Mark Thomas in an amount not to exceed \$67,344 for a revised traffic analysis, and

Authorize the Mayor to execute a reimbursement agreement with the Western Riverside Council of Governments (WRCOG) to recoup costs associated with the revised traffic analysis.

20. City Council Approval of Change Order No. 20 for the Wastewater Treatment Plant Upgrade/Expansion in the Amount Not to Exceed \$113,100.05 for a Solids Loading Truck Scale Modification and Associated Site Paving and Grading Modifications

Recommended Action:

Staff recommends City Council approval of Change Order No. 20 for the Wastewater Treatment Plant Upgrade and Expansion in the amount not to exceed \$113,100.05 for Solids Loading Truck Scale Modifications and Associated Site Paving and Grading Modifications.

21. Charter City Presentation and Discussion

Recommended Action:

Receive and file presentation.

22. Direction to City Staff Regarding Resolution Number 2020-18, the City of Beaumont's Intention to Transition From At-Large Elections to District-Based Elections Pursuant to Elections Code Section 10010

Recommended Action:

City staff recommends that no action be taken at this time given that a pattern of minority vote dilution has not been identified and that the California Supreme Court's ruling has not been issued. City staff further recommends that this resolution be brought back for City Council discussion and reconsideration once the Supreme Court ruling has been issued.

LEGISLATIVE UPDATES AND DISCUSSION

23. Legislative Update and Request for Bill Positions

Recommended Action:

Provide staff direction on position for submitting letters on legislative matters.

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT

Finance and Audit Committee Report Out and City Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

24. Pending Litigation List

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

COUNCIL REPORTS

- Santos
- Fenn
- Martinez
- White
- Lara

ADJOURNMENT

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 21, 2021, at 5:00 p.m., unless otherwise posted.

Beaumont City Hall – Online www.BeaumontCa.gov

Proclamation

9/11 Day of Service and Remembrance

WHEREAS, on September 11, 2001, the American people endured the worst terrorist attack on U.S. soil in the nation’s history with courage and heroism. In response to this tragedy, Americans across the country came together in a remarkable spirit of patriotism and unity and carried out countless acts of kindness, generosity, and compassion; and

WHEREAS, community organizations and family members of 9/11 victims began observing the anniversary of September 11th as a charitable service day to honor the memory of those who were lost and those who united in response to the tragedy, including first responders and volunteers; and

WHEREAS, on the 20th anniversary of this tragic event in history, the City of Beaumont would like to recognize 9/11 as a day of Service and Remembrance,

WHEREAS, participating in service and remembrance on September 11th is a positive and respectful way to remember the lives of those lost, pay tribute to those who rose in service, and honor those who continue to serve our country today, including active-duty military, their families, veterans, and first responders:

NOW, THEREFORE BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF BEAUMONT HEREBY PROCLAIMS THE RECOGNITION OF 9/11 DAY OF SERVICE AND REMEMBRANCE.

ATTEST:

Mayor

City Clerk

Proclamation

National Emergency Preparedness Month

WHEREAS, across the Nation, September has been designated as National Emergency Preparedness Month to encourage all Americans and communities to improve emergency preparedness;

WHEREAS, National Preparedness Month (NPM) is led by the Federal Emergency Management Agency (FEMA) and is sponsored by its Ready Campaign;

WHEREAS, the City of Beaumont Departments, Riverside County Emergency Management, and Community Partners promote public awareness and educates citizens about preparing their homes, businesses, and communities for any type of emergency, including natural disasters and potential terrorist attacks, thereby reducing fatalities and economic devastation in our communities and in our Nation;

WHEREAS, critical links developed at the local level with partnerships and networking within the local community include the State and County, schools, local emergency response organizations, State and local health departments, Health & Human Services Agency, Environmental Health, the media, other human services agencies, the American Red Cross, church and charitable organizations, and others willing to help;

WHEREAS, many volunteer efforts, both within the organization and within the community, go unrecognized, with these individuals working quietly behind the scenes without public recognition. Many of these volunteers include County employees who are dedicated to disaster preparedness and response, training outside of their normal duties and are willing to be called out night or day, workday or off time and even holidays;

WHEREAS, locally, emergency preparedness efforts include a city-wide Disaster Service Worker (DSW) employee training program in which City Employees have been or will be trained in how to be prepared and Incident Command System 100, 200, 300, 400 and 700 training; and

WHEREAS, ongoing emergency preparedness is the responsibility of every citizen, and as such, all citizens are urged to make preparedness a priority and work together, as a team, to ensure that individuals, families, and communities are prepared for disasters and emergencies of any type.

NOW, THEREFORE BE IT RESOLVED, THAT THE BEAUMONT CITY COUNCIL, HEREBY PROCLAIMS SEPTEMBER 2021, AS: NATIONAL EMERGENCY PREPAREDNESS MONTH IN THE CITY OF BEAUMONT, AND ENCOURAGES ALL CITIZENS AND BUSINESSES TO DEVELOP THEIR OWN EMERGENCY PREPAREDNESS PLAN, AND WORK TOGETHER TOWARD CREATING A MORE PREPARED SOCIETY.

ATTEST:

Mayor

City Clerk

Proclamation

Railroad Safety Month

WHEREAS, Southern California is crossed by hundreds of miles of railroad tracks used by trains to carry goods and passengers locally and across the nation. Rail service is an integral component of our existing transportation network; and

WHEREAS, pedestrians frequently trespass on and along the tracks and disregard crossing signals placing themselves in dangerous and illegal situations; and

WHEREAS, trains operating on the railroads are fast, quiet and frequent, and curves in the tracks limit the ability to see oncoming trains and about every three hours in the United States, a person or vehicle is hit by a train, resulting in severe injury or death, with California leading the nation in railroad injuries and deaths; and

WHEREAS, Riverside County Transportation Commission (RCTC) cares about the safety of pedestrians and motorist and is partnering with California Operation Lifesaver to educate, engineer and enforce rail safety across Riverside County; and

WHEREAS, RCTC has demonstrated its commitment to rail safety since 2014 with a comprehensive campaign of school assemblies, information booths, advertisements, banners, brochures and digital material to promote Operation Lifesaver principles. RCTC is continuing Operation Lifesaver rail safety outreach, with the goal of preventing collisions, deaths and injuries at grade crossings and on railroad property.

NOW, THEREFORE BE IT RESOLVED, ON BEHALF OF THE CITY COUNCIL, DO HEREBY PROCLAIM SEPTEMBER AS “RAILROAD SAFETY MONTH” IN THE CITY OF BEAUMONT AND URGE RESIDENTS, ELECTED OFFICIALS, SCHOOLS, AND INDUSTRY LEADERS TO PRACTICE AND PROMOTE RAILROAD SAFETY AND REMIND EVERYONE TO “SEE TRACKS? THINK TRAIN.”

ATTEST:

Mayor

City Clerk



WARRANTS TO BE RATIFIED

Thursday, August 12, 2021

Printed Checks	109859-109900	\$	176,232.29
ACH	471-480	\$	1,546,636.32
	A/P Total	\$	<u>1,722,868.61</u>

Bank Drafts	MG Trust	\$	25,119.18	457 Paydate 08/13/21
		\$	1,403.04	401a Paydate 08/13/21
		\$	809.28	FICA Paydate 08/13/21
	Return Settlements	\$	5,620.20	Utility Draft Returns
	Affant	\$	551.75	21-Aug
	CalPERS	\$	48,173.77	742
		\$	46,089.36	743
		\$	19,528.35	27308
		\$	15,349.07	25763
		\$	1,400.00	GASB 68 Report

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2021 - JUNE 30, 2022

SIGNATURE: *B. J. Smith*
TITLE: CITY TREASURER

SIGNATURE: *[Signature]*
TITLE: FINANCE DIRECTOR



WARRANTS TO BE RATIFIED

Thursday, August 12, 2021

Printed Checks	109859-109900	\$	176,232.29	
ACH	471-480	\$	1,546,636.32	
	A/P Total	\$	<u>1,722,868.61</u>	
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	Affant	\$	551.75	21-Aug
	CalPERS	\$	48,173.77	742
		\$	46,089.36	743
		\$	19,528.35	27308
		\$	15,349.07	25763
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SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR



City of Beaumont, CA

By Check Number

Date Range: 08/06/2021 - 08/12/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1036	ALBERT A. WEBB ASSOCIATES	08/12/2021	EFT	0.00	1,952.50	471
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>211823</u>	Invoice	06/30/2021	Engineering Services During Const. - BRIN	0.00	627.50	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		627.50	
<u>211824</u>	Invoice	06/30/2021	Engineering Services During Construction	0.00	715.50	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		715.50	
<u>211824-2</u>	Invoice	06/30/2021	Engineering Services During Const. - BRIN	0.00	609.50	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		609.50	
3503	CITIZENS BUSINESS BANK	08/12/2021	EFT	0.00	74,857.57	472
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>APPLICATION 31</u>	Invoice	06/30/2021	W LYLES RETENTION ESCROW	0.00	74,857.57	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		74,857.57	
3229	ICMA - RC	08/12/2021	EFT	0.00	2,251.08	473
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>PD 07/30/21</u>	Invoice	08/12/2021	EMPLOYEE CONTRIBUTIONS	0.00	2,251.08	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		2,251.08	
2264	SEIU	08/12/2021	EFT	0.00	2,179.14	474
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>PD 07/30/20</u>	Invoice	08/12/2021	UNION DUES	0.00	2,179.14	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		2,179.14	
3400	T.E. ROBERTS, INC	08/12/2021	EFT	0.00	19,943.87	475
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>4043</u>	Invoice	06/30/2021	BRINE LINE IMPROVEMENTS	0.00	19,943.87	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		19,943.87	
2725	US BANK CORPORATE PAYMENT SYSTEMS	08/12/2021	EFT	0.00	23,158.31	476
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>24011341163000</u>	Invoice	06/30/2021	ZOOM - SOFTWARE ANNUAL COST	0.00	2,185.99	
	<u>100-1230-7071-0000</u>		SOFTWARE		2,185.99	
<u>24011341163000</u>	Invoice	06/30/2021	CANVA - MEMBERSHIP	0.00	179.28	
	<u>100-2050-7020-0000</u>		ADVERTISING		179.28	
<u>24011341167000</u>	Invoice	06/30/2021	CANVA - SOFTWARE	0.00	119.40	
	<u>100-1200-7071-0000</u>		SOFTWARE		119.40	
<u>24011341176000</u>	Invoice	06/30/2021	CA CITIES REGISTRATION - 2021 CONFERE	0.00	550.00	
	<u>100-1050-7066-0000</u>		TRAVEL, EDUCATION, TRA		550.00	
<u>24013391166002</u>	Invoice	06/30/2021	TOP-LINE - VEHICLE MAINTENANCE	0.00	75.03	
	<u>760-0000-8040-0000</u>		EQUIPMENT		75.03	
<u>24013391168002</u>	Invoice	06/30/2021	TOP-LINE - DEPT SUPPLIES	0.00	31.25	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		31.25	
<u>24013391168002</u>	Invoice	06/30/2021	DOMENICOS - FOOD FOR MEETING	0.00	61.87	
	<u>100-2050-7035-0000</u>		LOCAL MEETINGS		61.87	

Check Report

Date Range: 08/06/2021 Item 4. 21

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
24013391175003	Invoice 750-7600-7037-0000	06/30/2021	TOP-LINE - VEHICLE MAINTENANCE VEHICLE MAINTENANCE TOP-LINE - VEHICLE MAINTENA	0.00	21.46 21.46	
24013391181004	Invoice 750-7300-7037-0000	08/12/2021	TOP-LINE - VEHICLE MAINTENANCE VEHICLE MAINTENANCE TOP-LINE - VEHICLE MAINTENA	0.00	161.63 161.63	
24013391188000	Invoice 100-3250-7070-0000	08/12/2021	TOP-LINE - DEPT SUPPLIES SPECIAL DEPT SUPPLIES TOP-LINE - DEPT SUPPLIES	0.00	18.72 18.72	
24040831173900	Invoice 100-6000-7085-5750	06/30/2021	PRO-PIPE & SUPPLY - BUILDING MAINTEN BLD MAINT - NICKLAUS P PRO-PIPE & SUPPLY - BUILDING	0.00	54.50 54.50	
24071051189939	Invoice 100-2090-7066-0000	08/12/2021	RVSD SHERIFF - EMPLOYEE TRAINING TRAVEL, EDUCATION, TRA RVSD SHERIFF - EMPLOYEE TRAI	0.00	380.07 380.07	
24137461163501	Invoice 100-6000-7085-5400	06/30/2021	BMT DO IT BEST - BUILDING MAINTENAN BLDG MAINT - SPORTS PA BMT DO IT BEST - BUILDING MA	0.00	5.79 5.79	
24137461163501	Invoice 750-7300-7037-0000	06/30/2021	BMT DO IT BEST - VEHICLE MAINTENANC VEHICLE MAINTENANCE BMT DO IT BEST - VEHICLE MAI	0.00	7.71 7.71	
24137461167500	Invoice 100-6050-7090-6025	06/30/2021	BMT DO IT BEST - EQUIPMENT MAINTEN SPEC DEPT EXP - CITY HAL BMT DO IT BEST - EQUIPMENT	0.00	82.94 82.94	
24137461167500	Invoice 100-6000-7085-6045	06/30/2021	BMT DO IT BEST - BUILDING MAINTENAN BLDG MAINT- COMMUNI BMT DO IT BEST - BUILDING MA	0.00	24.77 24.77	
24137461168500	Invoice 700-4050-7070-0000	06/30/2021	BMT DO IT BEST - DEPT SUPPLIES SPECIAL DEPT SUPPLIES BMT DO IT BEST - DEPT SUPPLIE	0.00	86.20 86.20	
24137461168500	Invoice 100-6050-7090-5999	06/30/2021	BMT DO IT BEST - EQUIPMENT MAINTEN EQUIP SUPPLIES/MAINT - BMT DO IT BEST - EQUIPMENT	0.00	46.49 46.49	
24137461169501	Invoice 700-4050-7070-0000	06/30/2021	BMT DO IT BEST - DEPT SUPPLIES SPECIAL DEPT SUPPLIES BMT DO IT BEST - DEPT SUPPLIE	0.00	21.94 21.94	
24137461169501	Invoice 100-0000-2026-0000	06/30/2021	STATER BROS - ACCOUNTS PAYABLE SUSP STATER BROS -	0.00	57.10 57.10	
24137461170501	Invoice 700-4050-7070-0000	06/30/2021	BMT DO IT BEST - DEPT SUPPLIES SPECIAL DEPT SUPPLIES BMT DO IT BEST - DEPT SUPPLIE	0.00	42.16 42.16	
24137461172500	Invoice 700-4050-7070-0000	06/30/2021	BMT DO IT BEST - DEPT SUPPLIES SPECIAL DEPT SUPPLIES BMT DO IT BEST - DEPT SUPPLIE	0.00	10.53 10.53	
24137461174200	Invoice 100-0000-2026-0000	06/30/2021	YUM YUM - ACCOUNTS PAYABLE SUSP YUM YUM -	0.00	73.99 73.99	
24137461174500	Invoice 700-4050-7070-0000	06/30/2021	BMT DO IT BEST - DEPT SUPPLIES SPECIAL DEPT SUPPLIES BMT DO IT BEST - DEPT SUPPLIE	0.00	14.37 14.37	
24137461174500	Invoice 100-1240-7070-0000	06/30/2021	STATER BROS - DEPT SUPPLIES SPECIAL DEPT SUPPLIES STATER BROS - DEPT SUPPLIES	0.00	24.41 24.41	
24137461175500	Invoice 100-2050-7066-0000	06/30/2021	STATER BROS - EMPLOYEE TRAINING SUPP TRAVEL, EDUCATION, TRA STATER BROS - EMPLOYEE TRAI	0.00	85.44 85.44	
24137461180500	Invoice 100-6000-7085-6040	06/30/2021	BMT DO IT BEST - BUILDING MAINTENAN BLDG MAINT - POLICE DE BMT DO IT BEST - BUILDING M	0.00	35.95 35.95	
24137461181500	Invoice 100-6000-7085-6040	08/12/2021	BMT DO IT BEST - BUILDING MAINTENAN BLDG MAINT - POLICE DE BMT DO IT BEST - BUILDING M	0.00	5.70 5.70	
24137461182500	Invoice 100-6050-7090-5500	08/12/2021	BMT DO IT BEST - EQUIPMENT MAINTEN SPEC DEPT EXP - STEWAR BMT DO IT BEST - EQUIPMENT	0.00	28.26 28.26	
24137461183500	Invoice 100-6050-7090-5500	08/12/2021	BMT DO IT BEST - EQUIPMENT MAINTEN SPEC DEPT EXP - STEWAR BMT DO IT BEST - EQUIPMENT	0.00	131.67 131.67	
24137461188500	Invoice 750-7300-7037-0000	08/12/2021	BMT DO IT BEST - VEHICLE MAINTENANC VEHICLE MAINTENANCE BMT DO IT BEST - VEHICLE MAI	0.00	6.78 6.78	
24137461189500	Invoice 100-6000-7085-6040	08/12/2021	BMT DO IT BEST - BUILDING MAINTENAN BLDG MAINT - POLICE DE BMT DO IT BEST - BUILDING MA	0.00	6.30 6.30	
24137461190500	Invoice 100-1550-7040-0000	08/12/2021	STATERBROS - COMMUNITY EVENT SUPPL RECREATION PROGRAMS STATERBROS - COMMUNITY EVE	0.00	12.57 12.57	

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24137461190500	Invoice 100-6000-7085-6040	08/12/2021	BMT DO IT BEST - BUILDING MAINTENAN BLDG MAINT - POLICE DE BMT DO IT BEST - BUILDING MA	0.00	86.99	
24137461192500	Invoice 700-4050-7070-0000	08/12/2021	BMT DO IT BEST - DEPT SUPPLIES SPECIAL DEPT SUPPLIES BMT DO IT BEST - DEPT SUPPLIE	0.00	19.24	
24204291168003	Invoice 100-1230-7071-0000	06/30/2021	DROPBOX - SOFTWARE SOFTWARE DROPBOX - SOFTWARE	0.00	199.89	
24231681173091	Invoice 700-4050-7070-0000	06/30/2021	HARBOR FREIGHT - DEPT SUPPLIES SPECIAL DEPT SUPPLIES HARBOR FREIGHT - DEPT SUPPLI	0.00	123.89	
24239001169900	Invoice 100-2050-7035-0000	06/30/2021	CUSTOM TROPHIES - MEETING SUPPLIES LOCAL MEETINGS CUSTOM TROPHIES	0.00	19.40	
24251381175030	Invoice 100-6000-7085-5050	06/30/2021	BMT SAFE & LOCK - BUILDING MAINTENA BLDG MAINT - DEFORGE BMT SAFE & LOCK - BUILDING	0.00	14.55	
24251381188030	Invoice 100-6000-7085-5400	08/12/2021	BMT SAFE & LOCK - BUILDING MAINTENA BLDG MAINT - SPORTS PA BMT SAFE & LOCK - BUILDING	0.00	135.66	
24269791168001	Invoice 700-4050-7070-0000	06/30/2021	DANGELO - DEPT SUPPLIES SPECIAL DEPT SUPPLIES DANGELO - DEPT SUPPLIES	0.00	6.78	
24269791175001	Invoice 700-4050-7070-0000	06/30/2021	DANGELO - DEPT SUPPLIES SPECIAL DEPT SUPPLIES DANGELO - DEPT SUPPLIES	0.00	231.67	
24275391168900	Invoice 700-4050-7037-0000	06/30/2021	FAST LUBE & TUNE - VEHICLE MAINTENA VEHICLE MAINTENANCE FAST LUBE & TUNE - VEHICLE M	0.00	82.64	
24323031183286	Invoice 100-2050-7066-0000	08/12/2021	SBCCD E COMM - EMPLOYEE TRAINING TRAVEL, EDUCATION, TRA SBCCD E COMM - EMPLOYEE TR	0.00	1,689.00	
24377351175000	Invoice 100-3250-7070-0000	06/30/2021	FULLER TRUCK - DEPT SUPPLIES SPECIAL DEPT SUPPLIES FULLER TRUCK - DEPT SUPPLIES	0.00	1,846.58	
24399001180503	Invoice 700-4050-7070-0000	06/30/2021	BEST BUY - DEPT SUPPLIES SPECIAL DEPT SUPPLIES BEST BUY - DEPT SUPPLISE	0.00	145.45	
24430991165400	Invoice 500-0000-8030-0000	06/30/2021	OVERSTOCK.COM - OFFICE FURNITURE INFRASTRUCTURE IMPRO OVERSTOCK.COM - OFFICE FUR	0.00	437.00	
24431051174838	Invoice 700-4050-7070-0000	06/30/2021	NAPA - DEPT SUPPLIES SPECIAL DEPT SUPPLIES NAPA - DEPT SUPPLIES	0.00	5.92	
24431061173083	Invoice 100-2050-7025-0000	06/30/2021	AMAZON - OFFICE SUPPLIES OFFICE SUPPLIES AMAZON - OFFICE SUPPLIES	0.00	75.38	
24431061177083	Invoice 100-1200-7025-0000	06/30/2021	AMAZON - OFFICE SUPPLIES OFFICE SUPPLIES AMAZON - OFFICE SUPPLIES	0.00	35.34	
24445001173600	Invoice 100-6000-7085-6025	06/30/2021	KOHL'S - BUILDING MAINTENANCE BLDG MAINT - CITY HALL KOHL'S - BUILDING MAINTENAN	0.00	30.15	
24445001174000	Invoice 100-1550-7040-0000	06/30/2021	DOLLAR TREE - COMMUNITY EVENT SUPP RECREATION PROGRAMS DOLLAR TREE - COMMUNITY EV	0.00	42.00	
24445001174400	Invoice 100-1200-7025-0000	06/30/2021	WALMART - OFFICE SUPPLIES OFFICE SUPPLIES WALMART - OFFICE SUPPLIES	0.00	16.03	
24445001188400	Invoice 100-1550-7040-0000	08/12/2021	WALMART - COMMUNITY EVENT SUPPLIE RECREATION PROGRAMS WALMART - COMMUNITY EVEN	0.00	52.01	
24492151162717	Invoice 500-0000-8030-0000	06/30/2021	HOUZZ - OFFICE FURNITURE INFRASTRUCTURE IMPRO HOUZZ - OFFICE FURNITURE	0.00	776.38	
24492151175852	Invoice 100-1350-7030-0000	06/30/2021	AMERICAN PLANNING - ASSOCIATION DU DUES & SUBSCRIPTIONS AMERICAN PLANNING - AMERIC	0.00	603.00	
24492151175852	Invoice 100-1350-7030-0000	06/30/2021	AMERICAN PLANNING - APA PROFESSION DUES & SUBSCRIPTIONS AMERICAN PLANNING - APA PR	0.00	552.00	
24492151176852	Invoice 100-6050-7066-0000	06/30/2021	CA PARK REC SOCIETY - EMPLOYEE TRAINI TRAVEL, EDUCATION, TRA CA PARK REC SOCIETY - EMPLOY	0.00	1,675.00	
24492151181740	Invoice 100-0000-2026-0000	08/12/2021	ALF PRINTS - ACCOUNTS PAYABLE SUSP ALF PRINTS -	0.00	38.08	

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24492151188740	Invoice 100-1240-7035-0000	08/12/2021	BMT CHAMBER - MEETING COST LOCAL MEETINGS	0.00	44.00 44.00	
24492151188852	Invoice 100-1550-7040-0000	08/12/2021	CHRISTMAS LIGHTS ETC - COMMUNITY EV RECREATION PROGRAMS	0.00	60.81 60.81	
24492151188854	Invoice 100-1050-7035-0000	08/12/2021	BMT CHAMBER - GOOD MORNING BRKFS LOCAL MEETINGS	0.00	22.00 22.00	
24492151189852	Invoice 100-6050-7070-5400	08/12/2021	BINGBANNERS - DEPT SUPPLIES SPEC DEPT EXP - SPORTS	0.00	259.91 259.91	
24492151189855	Invoice 100-1050-7035-0000	08/12/2021	BMT CHAMBER - GOOD MORNING BRKFS LOCAL MEETINGS	0.00	22.00 22.00	
24692161167100	Invoice 760-0000-8040-0000	06/30/2021	HOME DEPOT - VEHICLE MAINTENANCE EQUIPMENT	0.00	214.42 214.42	
24692161168100	Invoice 100-3250-7070-0000	06/30/2021	HOME DEPOT - DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	385.29 385.29	
24692161168100	Invoice 100-6000-7085-6055	06/30/2021	HOME DEPOT - BUILDING MAINTENANCE BLDG MAINT- FIRE STATIO	0.00	500.14 500.14	
24692161170100	Invoice 750-7400-7037-0000	06/30/2021	UPS STORE - VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	13.24 13.24	
24692161172100	Invoice 100-6050-7090-5999	06/30/2021	BMT POWER EQUIP - EQUIPMENT MAINT EQUIP SUPPLIES/MAINT -	0.00	407.30 407.30	
24692161174100	Invoice 100-3250-7070-0000	06/30/2021	HOME DEPOT - DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	249.68 249.68	
24692161174100	Invoice 100-6050-7090-5500	06/30/2021	EQUIPMENT MAINTENANCE SPEC DEPT EXP - STEWAR	0.00	377.02 377.02	
24692161175100	Invoice 100-6000-7085-6040	06/30/2021	HOME DEPOT - BUILDING MAINTENANCE BLDG MAINT - POLICE DE	0.00	206.79 206.79	
24692161178100	Invoice 100-1200-7030-0000	06/30/2021	WALL STREET JOURNAL - MONTHLY SUBS DUES & SUBSCRIPTIONS	0.00	4.00 4.00	
24692161180100	Invoice 500-0000-8030-0000	06/30/2021	COSTCO - OFFICE FURNITURE INFRASTRUCTURE IMPRO	0.00	1,077.49 1,077.49	
24692161182100	Invoice 100-6050-7090-5500	08/12/2021	HOME DEPOT - EQUIPMENT MAINTENAN SPEC DEPT EXP - STEWAR	0.00	292.70 292.70	
24692161182100	Invoice 500-0000-8030-0000	08/12/2021	HOME DEPOT - BUILDING MAINTENANCE INFRASTRUCTURE IMPRO	0.00	295.76 295.76	
24692161183100	Invoice 100-1050-7066-0000	08/12/2021	SOUTHWEST - LEAGUE OF CITIES EXPO-SA TRAVEL, EDUCATION, TRA	0.00	310.97 310.97	
24692161189100	Invoice 700-4050-7070-0000	08/12/2021	HOME DEPOT - DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	96.36 96.36	
24692161190100	Invoice 100-3250-7070-0000	08/12/2021	HOME DEPOT - DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	300.00 300.00	
24707801162030	Invoice 100-6000-7085-6025	06/30/2021	BMT GLASS & DOOR - BUILDING MAINT BLDG MAINT - CITY HALL	0.00	230.31 230.31	
24717051172161	Invoice 750-7400-7037-0000	06/30/2021	SPORTWORKS - VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	193.71 193.71	
24717051174131	Invoice 700-4050-7070-0000	06/30/2021	BATTERY BARN - DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	109.99 109.99	
24801971166690	Invoice 700-4050-7030-0000	06/30/2021	CA WATER ENV - CWEA RENEWAL DUES & SUBSCRIPTIONS	0.00	283.00 283.00	
24801991171018	Invoice 700-4050-7070-0000	06/30/2021	HACH - DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	63.50 63.50	
24906411179124	Invoice 100-1200-7071-0000	06/30/2021	CONSTANT CONTACT - SOFTWARE SOFTWARE	0.00	888.25 888.25	

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24906411182124	Invoice 100-1200-7070-0000	08/12/2021	4 IMPRINT - DEPT SUPPLIES SPECIAL DEPT SUPPLIES 4 IMPRINT - DEPT SUPPLIES	0.00	814.51 814.51	
24943001176200	Invoice 700-4050-7037-0000	06/30/2021	DESERT EAGLE TIRE - VEHICLE MAINTENA VEHICLE MAINTENANCE DESERT EAGLE TIRE - VEHICLE M	0.00	12.00 12.00	
24943011162010	Invoice 100-6000-7085-6065	06/30/2021	HOME DEPOT - BUILDING MAINTENANCE BLDG MAINT - 550 CALIF HOME DEPOT - BUILDING MAI	0.00	54.36 54.36	
24943011162010	Invoice 100-6050-7090-6025	06/30/2021	HOME DEPOT - EQUIPMENT MAINTENAN SPEC DEPT EXP - CITY HAL HOME DEPOT - EQUIPMENT MA	0.00	9.67 9.67	
24943011163010	Invoice 100-6050-7090-5999	06/30/2021	HOME DEPOT - EQUIPMENT MAINTENAN EQUIP SUPPLIES/MAINT - HOME DEPOT - EQUIPMENT MA	0.00	128.22 128.22	
24943011163010	Invoice 100-6050-7090-5999	06/30/2021	HOME DEPOT - EQUIPMENT MAINTENAN EQUIP SUPPLIES/MAINT - HOME DEPOT - EQUIPMENT MA	0.00	199.19 199.19	
24943011163010	Invoice 100-6050-7090-5999	06/30/2021	HOME DEPOT - EQUIPMENT MAINTENAN EQUIP SUPPLIES/MAINT - HOME DEPOT - EQUIPMENT MA	0.00	196.33 196.33	
24943011167010	Invoice 100-6050-7090-5999	06/30/2021	HOME DEPOT - EQUIPMENT MAINTENAN EQUIP SUPPLIES/MAINT - HOME DEPOT - EQUIPMENT MA	0.00	29.06 29.06	
24943011167010	Invoice 100-3250-7012-0000	06/30/2021	HOME DEPOT - STREET LIGHT MAINTENA STREET LIGHT MAINTENA HOME DEPOT - STREET LIGHT M	0.00	135.71 135.71	
24943011169010	Invoice 100-6000-7085-6055	06/30/2021	HOME DEPOT - BUILDING MAINTENANCE BLDG MAINT- FIRE STATIO HOME DEPOT - BUILDING MAIN	0.00	161.71 161.71	
24943011169010	Invoice 100-6050-7090-5999	06/30/2021	HOME DEPOT - EQUIPMENT MAINTENAN EQUIP SUPPLIES/MAINT - HOME DEPOT - EQUIPMENT MA	0.00	139.18 139.18	
24943011169010	Invoice 100-3250-7070-0000	06/30/2021	HOME DEPOT - DEPT SUPPLIES SPECIAL DEPT SUPPLIES HOME DEPOT - DEPT SUPPLIES	0.00	67.51 67.51	
24943011170010	Invoice 100-3250-7070-0000	06/30/2021	HOME DEPOT - DEPT SUPPLIES SPECIAL DEPT SUPPLIES HOME DEPOT - DEPT SUPPLIES	0.00	18.00 18.00	
24943011170010	Invoice 100-3250-7070-0000	06/30/2021	HOME DEPOT - DEPT SUPPLIES SPECIAL DEPT SUPPLIES HOME DEPOT - DEPT SUPPLIES	0.00	438.13 438.13	
24943011173010	Invoice 100-3250-7070-0000	06/30/2021	HOME DEPOT - DEPT SUPPLIES SPECIAL DEPT SUPPLIES HOME DEPOT - DEPT SUPPLIES	0.00	106.67 106.67	
24943011173010	Invoice 100-6000-7085-6025	06/30/2021	HOME DEPOT - BUILDING MAINTENANCE BLDG MAINT - CITY HALL HOME DEPOT - BUILDING MAIN	0.00	9.13 9.13	
24943011174010	Invoice 100-3250-7070-0000	06/30/2021	HOME DEPOT - DEPT SUPPLIES SPECIAL DEPT SUPPLIES HOME DEPOT - DEPT SUPPLIES	0.00	161.61 161.61	
24943011175010	Invoice 100-3250-7070-0000	06/30/2021	HOME DEPOT - DEPT SUPPLIES SPECIAL DEPT SUPPLIES HOME DEPOT - DEPT SUPPLIES	0.00	101.21 101.21	
24943011175010	Invoice 100-6050-7090-5999	06/30/2021	HOME DEPOT - EQUIPMENT RENTAL EQUIP SUPPLIES/MAINT - HOME DEPOT - EQUIPMENT RE	0.00	149.77 149.77	
24943011175010	Invoice 100-6000-7085-6040	06/30/2021	HOME DEPOT - BUILDING MAINTENANCE BLDG MAINT - POLICE DE HOME DEPOT - BUILDING MAI	0.00	2.13 2.13	
24943011177010	Invoice 500-0000-8030-0000	06/30/2021	HOME DEPOT - BUILDING MAINTENANCE INFRASTRUCTURE IMPRO HOME DEPOT - BUILDING MAIN	0.00	48.34 48.34	
24943011181010	Invoice 100-6050-7090-5700	08/12/2021	HOME DEPOT - EQUIPMENT MAINTENAN EQUIP SUPPLIES/MAINT - HOME DEPOT - EQUIPMENT MA	0.00	8.60 8.60	
24943011189010	Invoice 100-3250-7070-0000	08/12/2021	HOME DEPOT - DEPT SUPPLIES SPECIAL DEPT SUPPLIES HOME DEPOT - DEPT SUPPLIES	0.00	187.45 187.45	
24943011190010	Invoice 100-6000-7085-6040	08/12/2021	HOME DEPOT - BUILDING MAINTENANCE BLDG MAINT - POLICE DE HOME DEPOT - BUILDING MAIN	0.00	74.83 74.83	
24943011190010	Invoice 100-6000-7085-6040	08/12/2021	HOME DEPOT - BUILDING MAINTENANCE BLDG MAINT - POLICE DE HOME DEPOT - BUILDING MAIN	0.00	29.03 29.03	
24943011192010	Invoice 700-4050-7070-0000	08/12/2021	HOME DEPOT - DEPT SUPPLIES SPECIAL DEPT SUPPLIES HOME DEPOT - DEPT SUPPLIES	0.00	19.83 19.83	

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<u>74692161171100</u>	Credit Memo 100-3250-7070-0000	06/30/2021	HOME DEPOT - RETURNED GOODS SPECIAL DEPT SUPPLIES HOME DEPOT - RETURNED GOO	0.00	-438.13 -438.13	
<u>74943011162010</u>	Credit Memo 100-6000-7085-6065	06/30/2021	HOME DEPOT - BUILDING MAINTENANCE BLDG MAINT - 550 CALIF HOME DEPOT -	0.00	-43.07 -43.07	
<u>74943011189010</u>	Credit Memo 100-3250-7070-0000	08/12/2021	HOME DEPOT - DEPT SUPPLIES SPECIAL DEPT SUPPLIES HOME DEPOT - DEPT SUPPLIES	0.00	-161.61 -161.61	
3396	W.M. LYLES CO.	08/12/2021	EFT	0.00	1,422,293.85	480
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>APPLICATION 31</u>	Invoice	06/30/2021	WWTP SALT MITIGATION UPGRADE - CON	0.00	1,422,293.85	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE WWTP SALT MITIGATION		325,311.89	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE WWTP SALT MITIGATION		1,096,981.96	
1023	ADVANCED WORKPLACE STRATEGIES	08/12/2021	Regular	0.00	81.00	109859
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>479708</u>	Invoice	08/12/2021	EMPLOYEE MEDICAL SERVICES	0.00	81.00	
	<u>100-3250-6019-0000</u>		FIRST AID EMPLOYEE MEDICAL SERVICES		81.00	
3849	AKEL ENGINEERING GROUP, INC	08/12/2021	Regular	0.00	4,565.50	109860
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>19553-19</u>	Invoice	06/30/2021	Development of Wastewater Master Plan	0.00	4,565.50	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE Wastewater Master Plan		4,565.50	
1050	AMAZON CAPITAL SERVICES	08/12/2021	Regular	0.00	291.74	109861
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>13FL-XKLH-G37Q</u>	Credit Memo	06/30/2021	COMMUNITY EVENT SUPPLIES	0.00	-12.17	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS COMMUNITY EVENT SUPPLIES		-12.17	
<u>1M6H-46FQ-6RK</u>	Invoice	06/30/2021	COMMUNITY EVENT SUPPLIES	0.00	98.17	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS COMMUNITY EVENT SUPPLIES		98.17	
<u>1RD6-1MTQ-697</u>	Invoice	08/12/2021	DEPT SUPPLIES	0.00	17.21	
	<u>100-1550-7070-0000</u>		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		17.21	
<u>1XFM-WCMJ-W</u>	Credit Memo	06/30/2021	COMMUNITY EVENT SUPPLIES	0.00	-90.94	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS COMMUNITY EVENT SUPPLIES		-90.94	
<u>1XJH-9X9G-DXHD</u>	Invoice	06/30/2021	DEPT SUPPLIES	0.00	188.53	
	<u>100-2150-7070-0000</u>		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		188.53	
<u>1Y94-FHN1-6WW</u>	Invoice	06/30/2021	COMMUNITY EVENT SUPPLIES	0.00	90.94	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS COMMUNITY EVENT SUPPLIES		90.94	
1005	A-Z BUS SALES, INC.	08/12/2021	Regular	0.00	785.49	109862
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>01P707777</u>	Invoice	08/12/2021	VEHICLE MAINTENANCE	0.00	785.49	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		785.49	
3602	BURRTEC WASTE GROUP, INC	08/12/2021	Regular	0.00	36,159.75	109863
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>8032021-2</u>	Invoice	08/11/2021	SLUDGE HAULING SERVICES	0.00	36,159.75	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES SLUDGE HAULING SERVICES		36,159.75	
1296	CLARK'S TOWING	08/12/2021	Regular	0.00	175.00	109864

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
54753	Invoice	08/12/2021	VEHICLE MAINTENANCE	0.00	175.00	
	750-8100-7037-0000		VEHICLE MAINTENANCE		175.00	
4116	COZAD & FOX, INC	08/12/2021	Regular	0.00	11,606.81	109865
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
17845	Invoice	06/30/2021	2nd Street Professional Engineering Servi	0.00	11,606.81	
	500-0000-8990-0000		CAPITAL OUTLAY		11,606.81	
1399	DEPARTMENT OF FORESTRY & FIRE PROTECTIC	08/12/2021	Regular	0.00	1,814.24	109866
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0000001383168	Invoice	06/30/2021	BRUSH CLEARANCE	0.00	680.34	
	100-6050-7156-006A		WEED ABATEMENT - IA 0		680.34	
0000001383169	Invoice	06/30/2021	BRUSH CLEARANCE	0.00	1,133.90	
	100-6050-7156-006A		WEED ABATEMENT - IA 0		1,133.90	
3560	DOSSIER SYSTEMS INC	08/12/2021	Regular	0.00	1,710.00	109867
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
49993	Invoice	08/12/2021	SOFTWARE QUARTERLY BILLING	0.00	1,710.00	
	750-7300-7071-0000		SOFTWARE		1,710.00	
4174	EMPHASYS COMPUTER SOLUTIONS INC	08/12/2021	Regular	0.00	7,210.00	109868
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TDM-00194	Invoice	08/12/2021	SOFTWARE	0.00	7,210.00	
	100-1230-7071-0000		SOFTWARE		7,210.00	
1473	EMPLOYMENT DEVELOPMENT DEPT.	08/12/2021	Regular	0.00	6,425.34	109869
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
L0405093392	Invoice	06/30/2021	EDD LIABILITY STATEMENT THROUGH 06/	0.00	6,425.34	
	100-1050-6025-0000		UNEMPLOYMENT		166.08	
	100-1550-6025-0000		UNEMPLOYMENT		2,350.67	
	100-1550-6025-0000		UNEMPLOYMENT		159.16	
	100-2090-6025-0000		UNEMPLOYMENT		159.16	
	100-2090-6050-0000		RECRUITMENT AND HIRI		57.33	
	100-6050-6025-0000		UNEMPLOYMENT		3,153.34	
	750-7000-6025-0000		UNEMPLOYMENT		57.33	
	750-7000-6025-0000		UNEMPLOYMENT		207.60	
	750-7000-6050-0000		RECRUITMENT AND HIRI		114.67	
4339	EXP US SERVICES, INC	08/12/2021	Regular	0.00	6,098.37	109870
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
104832	Invoice	06/30/2021	ENGINEERING FOR BMT MASTER PLAN LI	0.00	6,098.37	
	500-0000-8030-0000		INFRASTRUCTURE IMPRO		6,098.37	
1501	FAIRVIEW FORD	08/12/2021	Regular	0.00	693.11	109871
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
818811	Invoice	08/12/2021	VEHICLE MAINTENANCE	0.00	67.61	
	750-7600-7037-0000		VEHICLE MAINTENANCE		67.61	
820480	Invoice	08/12/2021	VEHICLE MAINTENANCE	0.00	73.78	
	750-8300-7037-0000		VEHICLE MAINTENANCE		73.78	
820731	Invoice	08/12/2021	VEHICLE MAINTENANCE	0.00	5.57	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	750-7600-7037-0000		VEHICLE MAINTENANCE		5.57	
<u>820891</u>	Invoice	08/12/2021	VEHICLE MAINTENANCE	0.00	339.51	
	750-7600-7037-0000		VEHICLE MAINTENANCE		339.51	
<u>821254</u>	Invoice	08/12/2021	VEHICLE MAINTENANCE	0.00	206.64	
	750-8300-7037-0000		VEHICLE MAINTENANCE		206.64	
1518	FLYERS ENERGY	08/12/2021	Regular	0.00	977.11	109872
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>CFS-2700486</u>	Invoice	08/12/2021	FUEL EXPENSE	0.00	977.11	
	750-7600-7050-0000		FUEL		163.41	
	750-7800-7050-0000		FUEL		203.69	
	750-7900-7050-0000		FUEL		243.21	
	750-8300-7050-0000		FUEL		366.80	
1579	GOSCH	08/12/2021	Regular	0.00	390.26	109873
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1033119</u>	Invoice	08/12/2021	VEHICLE MAINTENANCE	0.00	343.64	
	750-7600-7037-0000		VEHICLE MAINTENANCE		343.64	
<u>1033277</u>	Invoice	08/12/2021	VEHICLE MAINTENANCE	0.00	46.62	
	750-7800-7037-0000		VEHICLE MAINTENANCE		46.62	
1603	HACH COMPANY	08/12/2021	Regular	0.00	1,274.58	109874
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>12514990</u>	Invoice	06/30/2021	DEPT SUPPLIES	0.00	1,274.58	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		1,274.58	
3515	HD SUPPLY FACILITIES MAINTENANCE LTD	08/12/2021	Regular	0.00	1,150.68	109875
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>668575</u>	Invoice	08/12/2021	WWTP DEPT SUPPLIES	0.00	421.16	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		421.16	
<u>670028</u>	Invoice	08/12/2021	WWTP DEPT SUPPLIES	0.00	729.52	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		729.52	
2527	JESUS CAMACHO	08/12/2021	Regular	0.00	90.00	109876
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>577173</u>	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	30.00	
	100-2150-7037-0000		VEHICLE MAINTENANCE		30.00	
<u>577178</u>	Invoice	08/12/2021	VEHICLE MAINTENANCE	0.00	60.00	
	100-2150-7037-0000		VEHICLE MAINTENANCE		60.00	
1895	M BREY ELECTRIC INC	08/12/2021	Regular	0.00	122.00	109877
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>6893</u>	Invoice	08/12/2021	WW ELECTRICAL SERVICES	0.00	122.00	
	700-4050-7068-0000		CONTRACTUAL SERVICES		122.00	
1896	M&M CARPET	08/12/2021	Regular	0.00	2,854.22	109878
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1755</u>	Invoice	06/30/2021	Replace carpet in Station 66 sleeping quar	0.00	2,854.22	
	100-6000-7068-6055		CONTRACTUAL SVC- FIRE		2,854.22	
3683	MASTER'S COFFEE AND WATER	08/12/2021	Regular	0.00	39.55	109879

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Date Range: 08/06/20 Item 4. 021

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			
0000000259262	Invoice	08/12/2021	OFFICE SUPPLIES	0.00	39.55	
	700-4050-7025-0000		OFFICE SUPPLIES		39.55	
4192	MISSION COMMUNICATIONS, LLC	08/12/2021	Regular	0.00	3,411.00	109880
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
1054217	Invoice	08/12/2021	ANNUAL SERVICE FOR MANHOLE MONIT	0.00	3,411.00	
	700-4050-7068-0000		CONTRACTUAL SERVICES		3,411.00	
3541	MISSION PROPERTY ADVISORS, INC	08/12/2021	Regular	0.00	7,500.00	109881
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
2616	Invoice	08/12/2021	APPRAISAL FEE	0.00	3,750.00	
	500-0000-7068-0000		CONTRACTUAL SERVICE		3,750.00	
2617	Invoice	08/12/2021	APRAISAL FEE	0.00	3,750.00	
	500-0000-7068-0000		CONTRACTUAL SERVICE		3,750.00	
1118	MSC INDUSTRIAL SUPPLY CO	08/12/2021	Regular	0.00	398.41	109882
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
4230201001	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	398.41	
	750-7300-7037-0000		VEHICLE MAINTENANCE		398.41	
1998	NEWPORT GROUP, INC	08/12/2021	Regular	0.00	1,350.00	109883
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
N39394274	Invoice	06/30/2021	PROFESSIONAL SERVICES	0.00	1,350.00	
	100-1240-7068-0000		CONTRACTUAL SERVICES		1,350.00	
2009	O'REILLY AUTO PARTS	08/12/2021	Regular	0.00	170.41	109884
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
2678-371603	Invoice	08/12/2021	VEHICLE MAINTENANCE	0.00	170.41	
	750-8100-7037-0000		VEHICLE MAINTENANCE		170.41	
2076	PRINTING & PROMOTION PLUS, INC.	08/12/2021	Regular	0.00	660.28	109885
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
80611	Invoice	08/12/2021	OFFICE SUPPLIES	0.00	660.28	
	100-1150-7025-0000		OFFICE SUPPLIES		660.28	
3652	PRUDENTIAL OVERALL SUPPLY	08/12/2021	Regular	0.00	368.10	109886
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
23177152	Invoice	06/30/2021	EMPLOYEE UNIFORMS	0.00	133.43	
	750-7100-7065-0000		UNIFORMS		15.01	
	750-7400-7065-0000		UNIFORMS		31.76	
	750-7600-7065-0000		UNIFORMS		31.67	
	750-7700-7065-0000		UNIFORMS		15.26	
	750-7900-7065-0000		UNIFORMS		20.12	
	750-8300-7065-0000		UNIFORMS		19.61	
23193018	Invoice	08/12/2021	Uniform Rental and Cleaning	0.00	54.65	
	750-7100-7065-0000		UNIFORMS		2.58	
	750-7300-7065-0000		UNIFORMS		14.17	
	750-7400-7065-0000		UNIFORMS		10.31	
	750-7600-7065-0000		UNIFORMS		5.93	
	750-7800-7065-0000		UNIFORMS		2.58	
	750-7900-7065-0000		UNIFORMS		5.16	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>750-8000-7065-0000</u>		UNIFORMS		2.58	
	<u>750-8100-7065-0000</u>		UNIFORMS		1.80	
	<u>750-8200-7065-0000</u>		UNIFORMS		4.64	
	<u>750-8300-7065-0000</u>		UNIFORMS		4.90	
<u>23193029</u>	Invoice	08/12/2021	Uniform Rental and Cleaning	0.00	90.59	
	<u>100-6050-7065-0000</u>		UNIFORMS		90.59	
<u>23193031</u>	Invoice	08/12/2021	WW - Prudential Uniforms	0.00	89.43	
	<u>700-4050-7065-0000</u>		UNIFORMS		89.43	
3716	SCCI, INC	08/12/2021	Regular	0.00	250.00	109887
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>199303</u>	Invoice	06/30/2021	EMPLOYEE TRAINING	0.00	250.00	
	<u>700-4050-7066-0000</u>		TRAVEL, EDUCATION, TRA		250.00	
2257	SCOTT FAZEKAS & ASSOCIATES, INC.	08/12/2021	Regular	0.00	220.00	109888
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>21543</u>	Invoice	08/12/2021	CONSULTING SERVICES	0.00	220.00	
	<u>100-2150-7068-0000</u>		CONTRACTUAL SERVICES		220.00	
2026	SECURITY SIGNAL DEVICES, INC	08/12/2021	Regular	0.00	169.00	109889
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>S-01052329</u>	Invoice	08/12/2021	SECURITY SERVICES	0.00	169.00	
	<u>100-6000-7087-6045</u>		SECURITY - COMMUNITY		169.00	
4424	SESAC	08/12/2021	Regular	0.00	195.60	109890
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>861832</u>	Invoice	06/30/2021	SESAC PERMIT	0.00	195.60	
	<u>100-6000-7022-6025</u>		LICENSE, PERMITS, FEES -		195.60	
2289	SIMPLIFILE	08/12/2021	Regular	0.00	1,073.00	109891
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>15003428314</u>	Invoice	08/12/2021	PROFESSIONAL SERVICES	0.00	1,073.00	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		1,035.00	
	<u>100-1350-7068-0000</u>		CONTRACTUAL SERVICES		6.00	
	<u>100-2030-7068-0000</u>		CONTRACTUAL SERVICES		23.00	
	<u>100-3100-7068-0000</u>		CONTRACTUAL SERVICES		9.00	
3260	SITONE LANDSCAPE SUPPLY, LLC	08/12/2021	Regular	0.00	8,337.47	109892
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>107888881-001</u>	Invoice	06/30/2021	SiteOne PO not to exceed \$40,000.	0.00	1,309.86	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		1,309.86	
<u>107888881-001-2</u>	Invoice	06/30/2021	EQUIPMENT MAINTENANCE	0.00	7,027.61	
	<u>100-6050-7090-5999</u>		EQUIP SUPPLIES/MAINT -		7,027.61	
3497	SOUTHERN CONTRACTING COMPANY	08/12/2021	Regular	0.00	43,796.43	109893
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>9847</u>	Invoice	06/30/2021	PLC Upgrade Construction CIP 2019-010	0.00	43,796.43	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		43,796.43	
3874	THE PAPE GROUP INC	08/12/2021	Regular	0.00	247.50	109894

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		
7016964	Invoice 700-4050-7090-007A	06/30/2021	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M EQUIPMENT MAINTENANCE	0.00	247.50	
3874	THE PAPE GROUP INC	08/12/2021	Regular	0.00	7,215.53	109895
7014959	Invoice 700-4050-7090-06A1	06/30/2021	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M EQUIPMENT MAINTENANCE	0.00	622.75	
7014960	Invoice 700-4050-7090-019C	06/30/2021	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M EQUIPMENT MAINTENANCE	0.00	726.63	
7014963	Invoice 700-4050-7090-0000	06/30/2021	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M EQUIPMENT MAINTENANCE	0.00	819.38	
7014965	Invoice 700-4050-7090-019C	06/30/2021	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M EQUIPMENT MAINTENANCE	0.00	736.63	
7014967	Invoice 700-4050-7090-007A	06/30/2021	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M EQUIPMENT MAINTENANCE	0.00	969.38	
7014968	Invoice 700-4050-7090-0000	06/30/2021	Generator Maintenance Upper Oak EQUIPMENT SUPPLIES/M Generator Maintenance Upper	0.00	1,102.13	
7015325	Invoice 700-4050-7090-0000	06/30/2021	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M EQUIPMENT MAINTENANCE	0.00	846.63	
7015326	Invoice 700-4050-7090-0000	06/30/2021	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M EQUIPMENT MAINTENANCE	0.00	715.50	
7016816	Invoice 100-6000-7090-0000 100-6000-7090-6025 100-6000-7090-6045 750-7000-7090-0000	06/30/2021	City wide buildings generator maintenanc EQUIPMENT SUPPLIES/M City wide buildings generator m EQUIPMENT SUPPLIES/M City wide buildings generator m EQUIPMENT SUPPLIES/M City wide buildings generator m EQUIPMENT SUPPLIES/M City wide buildings generator m	0.00	676.50 178.05 151.33 267.02 80.10	
3265	TOWNSEND PUBLIC AFFAIRS, INC	08/12/2021	Regular	0.00	2,000.00	109896
17294	Invoice 100-1200-7068-0000	08/12/2021	CONSULTING SERVICES CONTRACTUAL SERVICES CONSULTING SERVICES	0.00	2,000.00	
2461	UNDERGROUND SERVICE ALERT	08/12/2021	Regular	0.00	260.81	109897
620210052	Invoice 700-4050-7068-0000	06/30/2021	DIG ALERT - SEWER CONTRACTUAL SERVICES DIG ALERT - SEWER	0.00	166.75	
DSB20202997	Invoice 700-4050-7068-0000	06/30/2021	DIG ALERT - SEWER CONTRACTUAL SERVICES DIG ALERT - SEWER	0.00	94.06	
3908	WEST COAST ARBORISTS, INC	08/12/2021	Regular	0.00	1,608.00	109898
174550	Invoice 100-6050-7157-0000	06/30/2021	TREE TRIMMING SERVICES TREE TRIMMING TREE TRIMMING SERVICES	0.00	1,608.00	
2911	WILMINGTON TRUST, N.A.	08/12/2021	Regular	0.00	12,000.00	109899
20210726-66187-	Invoice 250-0000-7051-0000	08/12/2021	TRUSTEE FEES TRUSTEE FEES TRUSTEE FEES	0.00	2,000.00	
20210726-66191-	Invoice 250-0000-7051-0000	08/12/2021	TRUSTEE FEES TRUSTEE FEES TRUSTEE FEES	0.00	2,000.00	

Check Report

Date Range: 08/06/2021 Item 4. 021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>20210726-66194</u>	Invoice	08/12/2021	TRUSTEE FEES	0.00	2,000.00	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		2,000.00	
<u>20210726-66198</u>	Invoice	08/12/2021	TRUSTEE FEES	0.00	2,000.00	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		2,000.00	
<u>20210726-66203</u>	Invoice	08/12/2021	TRUSTEE FEES	0.00	2,000.00	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		2,000.00	
<u>20210726-66208</u>	Invoice	08/12/2021	TRUSTEE FEES	0.00	2,000.00	
	<u>250-0000-7051-0000</u>		TRUSTEE FEES		2,000.00	

3457 Payable #	ZONAR SYSTEMS Payable Type	08/12/2021 Post Date	Regular Payable Description	0.00 Discount Amount	486.00 Payable Amount	109900 Number
	Account Number		Account Name		Distribution Amount	
<u>S1516811</u>	Invoice	08/12/2021	SOFTWARE	0.00	486.00	
	<u>750-7100-7071-0000</u>		SOFTWARE		24.30	
	<u>750-7400-7071-0000</u>		SOFTWARE		121.50	
	<u>750-7600-7071-0000</u>		SOFTWARE		121.50	
	<u>750-7800-7071-0000</u>		SOFTWARE		72.90	
	<u>750-7900-7071-0000</u>		SOFTWARE		48.60	
	<u>750-8100-7071-0000</u>		SOFTWARE		24.30	
	<u>750-8200-7071-0000</u>		SOFTWARE		24.30	
	<u>750-8300-7071-0000</u>		SOFTWARE		48.60	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	74	42	0.00	176,232.29
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	122	7	0.00	1,546,636.32
	196	49	0.00	1,722,868.61

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	74	42	0.00	176,232.29
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	122	7	0.00	1,546,636.32
	196	49	0.00	1,722,868.61

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2021	1,722,868.61
			1,722,868.61



WARRANTS TO BE RATIFIED

Thursday, August 19, 2021

Printed Checks	109901-109957	\$	692,387.34	
ACH	481-486	\$	745,001.38	
	A/P Total	\$	<u>1,437,388.72</u>	
Wire	Bank of Hemet	\$	2,000,000.00	Payroll Replenishment
Bank Drafts	MG Trust	\$	26,536.24	457
		\$	3,567.26	401a
		\$	759.39	FICA
	Kaiser Foundation	\$	178.00	FSA
Payroll	Paychex	\$	506,960.20	Paydate 08/13/21

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2021 - JUNE 30, 2022

SIGNATURE: *Baron J. Bennett*
 TITLE: CITY TREASURER

SIGNATURE: *[Signature]*
 TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Check # Item 4.

By Check Number

Date Range: 08/13/2021 - 08/20/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3229	ICMA - RC	08/19/2021	EFT	0.00	3,419.85	481
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>PD 08/13/21</u>	Invoice	08/19/2021	EMPLOYEE CONTRIBUTIONS	0.00	3,419.85	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		2,519.85	
	<u>100-1200-6026-0000</u>		DEFERRED COMP		900.00	
2264	SEIU	08/19/2021	EFT	0.00	2,231.91	482
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>PD 08/13/21</u>	Invoice	08/19/2021	UNION DUES	0.00	2,231.91	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		2,231.91	
2295	SLOVAK BARON EMPEY MURPHY & PINKNEY	08/19/2021	EFT	0.00	11,835.25	483
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>65885</u>	Invoice	08/19/2021	LEGAL SERVICES	0.00	11,835.25	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		11,835.25	
2295	SLOVAK BARON EMPEY MURPHY & PINKNEY	08/19/2021	EFT	0.00	17,313.23	484
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>65322</u>	Invoice	06/30/2021	LEGAL SERVICES	0.00	17,313.23	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		17,313.23	
2540	WESTERN RIVERSIDE COUNTY REGIONAL CONS	08/19/2021	EFT	0.00	170,651.14	485
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>JULY 2021</u>	Invoice	08/19/2021	MSHCP FEES	0.00	170,651.14	
	<u>570-0000-2005-0000</u>		DUE TO WRCRCA (MSHCP		170,651.14	
3101	WRCOG	08/19/2021	EFT	0.00	539,550.00	486
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>JULY 2021</u>	Invoice	08/19/2021	TUMF FEES	0.00	539,550.00	
	<u>570-0000-2010-0000</u>		DUE TO WRCOG (TUMF)		539,550.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
4260	10-8 RETROFIT INC	08/19/2021	Regular	0.00	12,579.04	109901
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>17987</u>	Invoice	06/30/2021	Equipment outfitting for Ford Interceptor	0.00	12,388.82	
	<u>100-2050-8060-0000</u>		VEHICLES		651.75	
	<u>100-2050-8060-0000</u>		VEHICLES		384.13	
	<u>100-2050-8060-0000</u>		VEHICLES		69.83	
	<u>100-2050-8060-0000</u>		VEHICLES		120.00	
	<u>100-2050-8060-0000</u>		VEHICLES		205.80	
	<u>100-2050-8060-0000</u>		VEHICLES		2,250.00	
	<u>100-2050-8060-0000</u>		VEHICLES		12.56	
	<u>100-2050-8060-0000</u>		VEHICLES		525.35	
	<u>100-2050-8060-0000</u>		VEHICLES		205.80	
	<u>100-2050-8060-0000</u>		VEHICLES		69.83	
	<u>100-2050-8060-0000</u>		VEHICLES		322.09	
	<u>100-2050-8060-0000</u>		VEHICLES		51.33	
	<u>100-2050-8060-0000</u>		VEHICLES		1,467.29	
	<u>100-2050-8060-0000</u>		VEHICLES		10.00	
	<u>100-2050-8060-0000</u>		VEHICLES		951.46	
	<u>100-2050-8060-0000</u>		VEHICLES		385.09	
	<u>100-2050-8060-0000</u>		VEHICLES		205.80	
	<u>100-2050-8060-0000</u>		VEHICLES		22.28	
	<u>100-2050-8060-0000</u>		VEHICLES		19.00	
	<u>100-2050-8060-0000</u>		VEHICLES		540.00	
	<u>100-2050-8060-0000</u>		VEHICLES		258.30	
	<u>100-2050-8060-0000</u>		VEHICLES		138.00	
	<u>100-2050-8060-0000</u>		VEHICLES		40.43	
	<u>100-2050-8060-0000</u>		VEHICLES		45.00	
	<u>100-2050-8060-0000</u>		VEHICLES		80.00	
	<u>100-2050-8060-0000</u>		VEHICLES		40.00	
	<u>100-2050-8060-0000</u>		VEHICLES		1,355.55	
	<u>100-2050-8060-0000</u>		VEHICLES		211.84	
	<u>100-2050-8060-0000</u>		VEHICLES		29.72	
	<u>100-2050-8060-0000</u>		VEHICLES		150.00	
	<u>100-2050-8060-0000</u>		VEHICLES		125.00	
	<u>100-2050-8060-0000</u>		VEHICLES		50.00	
	<u>100-2050-8060-0000</u>		VEHICLES		200.90	
	<u>100-2050-8060-0000</u>		VEHICLES		692.21	
	<u>100-2050-8060-0000</u>		VEHICLES		27.30	
	<u>100-2050-8060-0000</u>		VEHICLES		411.60	
	<u>100-2050-8060-0000</u>		VEHICLES		13.58	
	<u>100-2050-8060-0000</u>		VEHICLES		50.00	
<u>17988</u>	Invoice	08/19/2021	VEHICLE MAINTENANCE	0.00	190.22	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		190.22	
2582	AFTERMATH SERVICES LLC	08/19/2021	Regular	0.00	375.00	109902
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1C2021-7055</u>	Invoice	08/19/2021	DEPT SUPPLIES	0.00	375.00	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		375.00	
1050	AMAZON CAPITAL SERVICES	08/19/2021	Regular	0.00	1,333.26	109903
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1CGT-WFVQ-4QH</u>	Invoice	08/19/2021	OFFICE SUPPLIES	0.00	115.97	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		115.97	
<u>1CKM-9NMP-QN</u>	Invoice	06/30/2021	OFFICE SUPPLIES	0.00	73.38	
	<u>100-2000-7025-0000</u>		OFFICE SUPPLIES		3.67	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		69.71	
<u>1DF1-YJFY-HDPK</u>	Invoice	08/19/2021	DEPT SUPPLIES	0.00	109.78	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		109.78	
<u>1KFJ-HGN9-RW1</u>	Invoice	06/30/2021	OFFICE SUPPLIES	0.00	254.67	
	<u>100-2000-7025-0000</u>		OFFICE SUPPLIES		12.73	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		241.94	
<u>1L6J-LKN7-6XQ3</u>	Invoice	06/30/2021	OFFICE SUPPLIES	0.00	447.72	
	<u>100-2000-7025-0000</u>		OFFICE SUPPLIES		22.39	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		425.33	
<u>1QL6-RG4R-QML</u>	Invoice	06/30/2021	DEPT SUPPLIES	0.00	239.52	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		239.52	
<u>1XT6-T6LJ-LMDQ</u>	Invoice	06/30/2021	DEPT SUPPLIES	0.00	92.22	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		92.22	
2618	AT&T MOBILITY	08/19/2021	Regular	0.00	885.28	109904
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>287302055450XO</u>	Invoice	08/19/2021	PHONE UTILITY	0.00	885.28	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		885.28	
1115	BARBARA SINATRA CHILDREN'S CENTER	08/19/2021	Regular	0.00	231.00	109905
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>2107B-1612</u>	Invoice	08/19/2021	PROFESSIONAL SERVICES	0.00	231.00	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		231.00	
1123	BEAUMONT BASIN WATERMASTER	08/19/2021	Regular	0.00	8,592.86	109906
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>B-224</u>	Invoice	06/30/2021	SPECIAL PROJECT SERVICE BETWEEN MAY	0.00	8,592.86	
	<u>700-4050-7022-0000</u>		LICENSE, PERMITS, FEES		8,592.86	
1147	BEAUMONT CHERRY VALLEY WATER DIST.	08/19/2021	Regular	0.00	88,048.79	109907

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>09/07/21</u>	Invoice	08/19/2021	WATER UTILITY	0.00	88,048.79	
	<u>100-3250-7010-0000</u>	UTILITIES	WATER UTILITY		7,843.31	
	<u>100-3250-7010-007A</u>	UTILITIES (IA 7A)	WATER UTILITY		1,396.08	
	<u>100-3250-7010-007B</u>	UTILITIES (IA 7B)	WATER UTILITY		370.32	
	<u>100-3250-7010-008A</u>	UTILITIES (IA 8A)	WATER UTILITY		299.47	
	<u>100-3250-7010-008B</u>	UTILITIES (IA 8B)	WATER UTILITY		554.73	
	<u>100-3250-7010-010A</u>	UTILITIES (IA 10)	WATER UTILITY		977.90	
	<u>100-3250-7010-012A</u>	UTILITIES (IA 12)	WATER UTILITY		610.65	
	<u>100-3250-7010-014B</u>	UTILITIES (IA 14B)	WATER UTILITY		892.63	
	<u>100-3250-7010-014X</u>	UTILITIES (IA 14)	WATER UTILITY		6,588.21	
	<u>100-3250-7010-015X</u>	UTILITIES (IA 15)	WATER UTILITY		1,417.62	
	<u>100-3250-7010-016X</u>	UTILITIES (IA 16)	WATER UTILITY		1,178.21	
	<u>100-3250-7010-018X</u>	UTILITIES (IA 18)	WATER UTILITY		742.21	
	<u>100-3250-7010-019A</u>	UTILITIES (IA 19A)	WATER UTILITY		1,640.37	
	<u>100-3250-7010-019C</u>	UTILITIES (IA 19C)	WATER UTILITY		82.83	
	<u>100-3250-7010-06A1</u>	UTILITIES (IA 6A1)	WATER UTILITY		5,832.47	
	<u>100-6000-7010-6045</u>	UTILITIES - COMMUNITY	WATER UTILITY		549.32	
	<u>100-6000-7010-6055</u>	UTILITIES - FIRE STATION	WATER UTILITY		1,320.55	
	<u>100-6050-7010-0000</u>	UTILITIES	WATER UTILITY		910.78	
	<u>100-6050-7010-003X</u>	UTILITIES IA 3	WATER UTILITY		5,758.24	
	<u>100-6050-7010-007A</u>	UTILITIES IA 7A	WATER UTILITY		492.40	
	<u>100-6050-7010-008A</u>	UTILITIES IA 8A (SUNDAN	WATER UTILITY		8,780.82	
	<u>100-6050-7010-008C</u>	UTILITIES IA 8C	WATER UTILITY		29.15	
	<u>100-6050-7010-008D</u>	UTILITIES IA 8D	WATER UTILITY		158.98	
	<u>100-6050-7010-008E</u>	UTILITIES IA 8E	WATER UTILITY		131.81	
	<u>100-6050-7010-014A</u>	UTILITIES IA 14A (OAK VA	WATER UTILITY		488.16	
	<u>100-6050-7010-014B</u>	UTILITIES IA 14B	WATER UTILITY		2,994.80	
	<u>100-6050-7010-017A</u>	UTILITIES IA 17A (TOURN	WATER UTILITY		1,300.22	
	<u>100-6050-7010-017C</u>	UTILITIES IA 17C	WATER UTILITY		331.34	
	<u>100-6050-7010-018X</u>	UTILITIES IA 18	WATER UTILITY		29.15	
	<u>100-6050-7010-019C</u>	UTILITIES IA 19C	WATER UTILITY		376.18	
	<u>100-6050-7010-020X</u>	UTILITIES IA 20	WATER UTILITY		570.80	
	<u>100-6050-7010-06A1</u>	UTILITIES IA 6A1	WATER UTILITY		328.96	
	<u>100-6050-7010-1601</u>	UTILITIES IA 1601	WATER UTILITY		687.71	
	<u>100-6050-7010-5050</u>	UTILITIES, PARK (DEFORG	WATER UTILITY		880.44	
	<u>100-6050-7010-5200</u>	UTILITIES, PARK (PALMER)	WATER UTILITY		15.43	
	<u>100-6050-7010-5250</u>	UTILITIES, PARK (RANGEL)	WATER UTILITY		664.62	
	<u>100-6050-7010-5350</u>	UTILITIES, PARK (SHADO	WATER UTILITY		29.15	
	<u>100-6050-7010-5400</u>	UTILITIES, PARK (SPORTS	WATER UTILITY		11,079.79	
	<u>100-6050-7010-5450</u>	UTILITIES, PARK (STETSON	WATER UTILITY		6,206.30	
	<u>100-6050-7010-5500</u>	UTILITIES, PARK (STEWAR	WATER UTILITY		3,316.63	
	<u>100-6050-7010-5600</u>	UTILITIES, PARK (TREVINO	WATER UTILITY		79.49	
	<u>100-6050-7010-5650</u>	UTILITIES, PARK (VETERA	WATER UTILITY		83.01	
	<u>100-6050-7010-5700</u>	UTILITIES, PARK (WILD FL	WATER UTILITY		1,707.95	
	<u>700-4050-7010-0000</u>	UTILITIES	WATER UTILITY		8,299.60	
	<u>700-4050-7010-019C</u>	UTILITIES (IA 19C)	WATER UTILITY		20.00	
1127	BEAUMONT DO IT BEST HOME CENTER	08/19/2021	Regular	0.00	63.37	109908
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>503423</u>	Invoice	08/19/2021	DEPT SUPPLIES	0.00	1.75	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		1.75	
<u>503784</u>	Invoice	08/19/2021	DEPT SUPPLIES	0.00	10.46	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		10.46	
<u>503824</u>	Invoice	08/19/2021	DEPT SUPPLIES	0.00	51.16	
	<u>100-2000-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		51.16	
1197	CALIFORNIA BUILDING STANDARDS	08/19/2021	Regular	0.00	2,072.70	109909

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>APR-JUN 2021</u>	Invoice	06/30/2021	BUILDING STANDARD FEES	0.00	2,072.70	
	<u>100-0000-2229-0000</u>	PERMITS-BUILDING STAN	BUILDING STANDARDS FEES		2,072.70	
1242	CED	08/19/2021	Regular	0.00	1,577.98	109910
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>0954-1003406</u>	Invoice	08/19/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	278.00	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT		278.00	
<u>0954-1005019</u>	Invoice	08/19/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	847.43	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT		847.43	
<u>0954-1005024</u>	Invoice	08/19/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	193.95	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT		193.95	
<u>0954-1005073</u>	Invoice	08/19/2021	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	258.60	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT		258.60	
1273	CHRISTOPHER CREWS	08/19/2021	Regular	0.00	303.20	109911
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>08/19/21</u>	Invoice	08/19/2021	K9 SUPPLIES FOR MURPH	0.00	303.20	
	<u>100-2080-7070-0000</u>	SPECIAL DEPT SUPPLIES	K9 SUPPLIES FOR MURPH		303.20	
1285	CITY OF BANNING	08/19/2021	Regular	0.00	56.58	109912
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>74105-54930 08/</u>	Invoice	08/19/2021	SHARED TRAFFIC SIGNAL UTILITY @ HS W	0.00	56.58	
	<u>100-3250-7010-0000</u>	UTILITIES	SHARED TRAFFIC SIGNAL UTILIT		56.58	
1287	CITY OF CALIMESA	08/19/2021	Regular	0.00	1,300.00	109913
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>JULY 2021</u>	Invoice	08/19/2021	CALIMESA PERMIT AGREEMENT FEES	0.00	1,300.00	
	<u>100-0000-2230-0000</u>	DEVELOPMENT FEE - DUE	CALIMESA PERMIT AGREEMENT		1,300.00	
1302	CLINICAL LABORATORY OF SAN BERNARDINO, I	08/19/2021	Regular	0.00	7,744.00	109914
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2100838</u>	Invoice	08/19/2021	WWTP Laboratory Testing Services	0.00	7,744.00	
	<u>700-4050-7068-0000</u>	CONTRACTUAL SERVICES	WWTP LAB SERVICES		7,744.00	
4389	CYNTHIA GAMACHE	08/19/2021	Regular	0.00	274.40	109915
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>003 CHECK 2</u>	Invoice	08/19/2021	COMMUNITY EDUCATION SERVICES	0.00	274.40	
	<u>100-1550-7040-0000</u>	RECREATION PROGRAMS	COMMUNITY EDUCATION SERVI		274.40	
1237	DANIEL WILLIAM DOPP	08/19/2021	Regular	0.00	255.00	109916
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>103 08/10/21</u>	Invoice	08/19/2021	EMERGENCY SERVICES	0.00	255.00	
	<u>100-2030-7039-0000</u>	CODE ENFORCEMENT	EMERGENCY SECURING		255.00	
1397	DEPARTMENT OF CONSERVATION	08/19/2021	Regular	0.00	5,686.73	109917
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>APR-JUN 2021</u>	Invoice	06/30/2021	SMIP FEES	0.00	5,686.73	
	<u>100-0000-2228-0000</u>	PERMITS - SMIP	SMIP FEES		5,686.73	
4178	EISENHOWER HEALTH	08/19/2021	Regular	0.00	1,200.00	109918

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>700000167 08/01</u>	Invoice	08/19/2021	EMPLOYEE MEDICAL SERVICES	0.00	1,200.00	
	<u>100-2050-7068-0000</u>	CONTRACTUAL SERVICES	EMPLOYEE MEDICAL SERVICES		1,200.00	
1533	FRONTIER COMMUNICATIONS	08/19/2021	Regular	0.00	733.22	109919
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>951-197-0624-08</u>	Invoice	08/19/2021	PHONE UTILITY	0.00	250.93	
	<u>100-1230-7015-6040</u>	TELEPHONE (POLICE DPT)	PHONE UTILITY		250.93	
<u>951-197-0863-06</u>	Invoice	08/19/2021	PHONE UTILITY	0.00	358.13	
	<u>700-4050-7015-0000</u>	TELEPHONE	PHONE UTILITY		358.13	
<u>951-769-6032-08</u>	Invoice	08/19/2021	PHONE UTILITY	0.00	69.71	
	<u>100-1230-7015-5400</u>	TELEPHONE - SPORTS PAR	PHONE UTILITY		69.71	
<u>951-769-8533-09</u>	Invoice	08/19/2021	PHONE UTILITY	0.00	54.45	
	<u>750-7300-7015-0000</u>	TELEPHONE	PHONE UTILITY		54.45	
1553	GALLS INC.	08/19/2021	Regular	0.00	4,556.60	109920
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>BC1405437</u>	Invoice	08/19/2021	EMPLOYEE UNIFORMS	0.00	764.12	
	<u>100-2050-7065-0000</u>	UNIFORMS	EMPLOYEE UNIFORMS		764.12	
<u>BC1412665</u>	Invoice	08/19/2021	EMPLOYEE UNIFORMS	0.00	757.09	
	<u>100-2050-7065-0000</u>	UNIFORMS	EMPLOYEE UNIFORMS		757.09	
<u>BC1412676</u>	Invoice	08/19/2021	EMPLOYEE UNIFORMS	0.00	764.12	
	<u>100-2050-7065-0000</u>	UNIFORMS	EMPLOYEE UNIFORMS		764.12	
<u>BC1413721</u>	Invoice	08/19/2021	EMPLOYEE UNIFORMS	0.00	757.09	
	<u>100-2050-7065-0000</u>	UNIFORMS	EMPLOYEE UNIFORMS		757.09	
<u>BC1413722</u>	Invoice	08/19/2021	EMPLOYEE UNIFORMS	0.00	757.09	
	<u>100-2050-7065-0000</u>	UNIFORMS	EMPLOYEE UNIFORMS		757.09	
<u>BC1413723</u>	Invoice	08/19/2021	EMPLOYEE UNIFORMS	0.00	757.09	
	<u>100-2050-7065-0000</u>	UNIFORMS	EMPLOYEE UNIFORMS		757.09	
3348	GOVERNMENTJOBS.COM, INC	08/19/2021	Regular	0.00	14,941.18	109921
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV-21020</u>	Invoice	08/19/2021	NEGOV HRMS SOFTWARE	0.00	14,941.18	
	<u>100-1230-7071-0000</u>	SOFTWARE	NEGOV HRMS SOFTWARE		14,941.18	
3572	HECTOR ALVARADO	08/19/2021	Regular	0.00	1,710.00	109922
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1602</u>	Invoice	08/19/2021	Bus Wash and Detail	0.00	1,710.00	
	<u>750-7100-7037-0000</u>	VEHICLE MAINTENANCE	BUS WASH AND DETAIL		100.00	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	BUS WASH AND DETAIL		550.00	
	<u>750-7600-7037-0000</u>	VEHICLE MAINTENANCE	BUS WASH AND DETAIL		400.00	
	<u>750-7800-7037-0000</u>	VEHICLE MAINTENANCE	BUS WASH AND DETAIL		260.00	
	<u>750-7900-7037-0000</u>	VEHICLE MAINTENANCE	BUS WASH AND DETAIL		200.00	
	<u>750-8300-7037-0000</u>	VEHICLE MAINTENANCE	BUS WASH AND DETAIL		200.00	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	08/19/2021	Regular	0.00	530.52	109923
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>33906</u>	Invoice	08/19/2021	Huntington Transcription Services for FY 2	0.00	530.52	
	<u>100-2050-7068-0000</u>	CONTRACTUAL SERVICES	Huntington Transcription Servi		530.52	
3223	JWC ENVIRONMENTAL INC	08/19/2021	Regular	0.00	33,091.01	109924

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>107522</u>	Invoice	08/19/2021	Grinder Cartridge for the Headworks Scre	0.00	33,091.01	
	<u>700-4050-8040-0000</u>	EQUIPMENT	Grinder Cartridge for the Head		33,091.01	
1806	KONICA MINOLTA PREMIER FINANCE	08/19/2021	Regular	0.00	1,256.04	109925
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>449464999</u>	Invoice	08/19/2021	EQUIPMENT RENTAL	0.00	1,256.04	
	<u>100-1230-7075-6026</u>	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		879.23	
	<u>700-4050-7075-0000</u>	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		376.81	
3271	KS STATEBANK	08/19/2021	Regular	0.00	11,830.77	109926
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3353429 10/01/2</u>	Invoice	08/19/2021	VACTOR AND PATCH TRUCK PAYMENTS	0.00	11,830.77	
	<u>100-3250-8060-0000</u>	VEHICLES	VACTOR AND PATCH TRUCK PAY		3,194.31	
	<u>700-4050-8060-0000</u>	VEHICLES	VACTOR AND PATCH TRUCK PAY		8,636.46	
1824	LAKE ELSINORE & S JACINTO WATERSHEDS AU*	08/19/2021	Regular	0.00	27,070.00	109927
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>8865</u>	Invoice	08/19/2021	FY 21/22 LAKE ELSINORE & CANYON LAKE	0.00	27,070.00	
	<u>100-3250-7053-0000</u>	PERMITS, FEES AND LICE	FY 21/22 LAKE ELSINORE & CAN		27,070.00	
1856	LEXISNEXIS RISK SOLUTIONS	08/19/2021	Regular	0.00	171.70	109928
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1535776-202107</u>	Invoice	08/19/2021	MONTHLY SUBSCRIPTION FEE	0.00	171.70	
	<u>100-2050-7030-0000</u>	DUES & SUBSCRIPTIONS	MONTHLY SUBSCRIPTION FEE		171.70	
4395	LINKO TECHNOLOGY, INC	08/19/2021	Regular	0.00	3,575.00	109929
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>INV-003828</u>	Invoice	08/19/2021	SOFTWARE SYSTEM FOR PRETREATMENT	0.00	3,000.00	
	<u>700-4050-7071-0000</u>	SOFTWARE	SOFTWARE SYSTEM FOR PRETRE		3,000.00	
<u>INV-003858</u>	Invoice	08/19/2021	SOFTWARE SYSTEM FOR PRETREATMENT	0.00	575.00	
	<u>700-4050-7071-0000</u>	SOFTWARE	SOFTWARE SYSTEM FOR PRETRE		575.00	
4266	MIWALL CORPORATION	08/19/2021	Regular	0.00	1,483.85	109930
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1010217</u>	Invoice	08/19/2021	9mm and 5.56 Duty Ammunition	0.00	1,483.85	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	5.56 Duty Ammunition		1,043.85	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	9mm Duty Ammunition		440.00	
2985	NATIONAL BUSINESS FURNITURE	08/19/2021	Regular	0.00	1,268.95	109931
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>MK565299-KFI</u>	Invoice	08/19/2021	EQUIPMENT MAINTENANCE	0.00	1,268.95	
	<u>100-2050-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		1,268.95	
2007	NV5, INC	08/19/2021	Regular	0.00	29,085.00	109932
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>219007</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	1,470.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		1,470.00	
<u>219008</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	315.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		315.00	
<u>219009</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	420.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		420.00
<u>219010</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	525.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		525.00
<u>219011</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	630.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		630.00
<u>219012</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	630.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		630.00
<u>219014</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	315.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		315.00
<u>219017</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	210.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		210.00
<u>219019</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	1,365.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		1,365.00
<u>219020</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	525.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		525.00
<u>219023</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	105.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		105.00
<u>219025</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	210.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		210.00
<u>219026</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	105.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		105.00
<u>219030</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	210.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		210.00
<u>219032</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	210.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		210.00
<u>219034</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	420.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		420.00
<u>219036</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	210.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		210.00
<u>221900</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	315.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		315.00
<u>221904</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	735.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		735.00
<u>221906</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	105.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		105.00
<u>221907</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	210.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		210.00
<u>221908</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	210.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		210.00
<u>221909</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	1,785.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		1,785.00
<u>221910</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	420.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		420.00
<u>221916</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	3,150.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		3,150.00
<u>221917</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	315.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		315.00
<u>221918</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	630.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		630.00
<u>221919</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	315.00
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		315.00
<u>221922</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	630.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		630.00	
<u>221923</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	105.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		105.00	
<u>221924</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	105.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		105.00	
<u>221928</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	105.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		105.00	
<u>221931</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	420.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		420.00	
<u>222304</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	735.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		735.00	
<u>222306</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	420.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		420.00	
<u>222307</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	1,522.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		1,522.50	
<u>222309</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	1,207.50	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		1,207.50	
<u>222311</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	1,050.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		1,050.00	
<u>222312</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	3,465.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		3,465.00	
<u>222314</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	210.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		210.00	
<u>222316</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	525.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		525.00	
<u>222317</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	630.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		630.00	
<u>222319</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	420.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		420.00	
<u>222320</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	1,155.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		1,155.00	
<u>223826</u>	Invoice	06/30/2021	INSPECTION SERVICES	0.00	315.00	
	<u>100-3100-7067-0000</u>	INSPECTIONS	INSPECTION SERVICES		315.00	
	Void	08/19/2021	Regular	0.00	0.00	109933
	Void	08/19/2021	Regular	0.00	0.00	109934
2065	PITNEY BOWES INC-CTR	08/19/2021	Regular	0.00	151.66	109935
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1018665026</u>	Invoice	08/19/2021	OFFICE SUPPLIES	0.00	151.66	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		151.66	
3642	PLACEWORKS, INC	08/19/2021	Regular	0.00	6,117.45	109936
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>75759</u>	Invoice	06/30/2021	Terra Gen PP2021-0335 ENV2021-0015 C	0.00	6,117.45	
	<u>100-1350-7068-0000</u>		CONTRACTUAL SERVICES Terra Gen PP2021-0335 ENV202		6,117.45	
2072	POLYDYNE, INC.	08/19/2021	Regular	0.00	5,745.57	109937
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1567566</u>	Invoice	08/19/2021	CHEMICALS & SUPPLIES	0.00	5,745.57	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES CHEMICALS & SUPPLIES		5,745.57	
2074	PRE-PAID LEGAL SERVICES INC	08/19/2021	Regular	0.00	546.00	109938

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>PD 07/16/21 & 0</u>	Invoice	08/19/2021	OPTIONAL EMPLOYEE INSURANCE	0.00	546.00	
	<u>100-0000-2045-0000</u>		PRE PAID LEGAL		546.08	
	<u>100-0000-4825-0000</u>		MISCELLANEOUS REVENU		-0.08	
3652	PRUDENTIAL OVERALL SUPPLY	08/19/2021	Regular	0.00	613.50	109939
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>23180488</u>	Invoice	08/19/2021	Streets - Prudential Uniforms	0.00	65.24	
	<u>100-3250-7065-0000</u>		UNIFORMS		65.24	
<u>23183608</u>	Invoice	08/19/2021	Streets - Prudential Uniforms	0.00	65.24	
	<u>100-3250-7065-0000</u>		UNIFORMS		65.24	
<u>23186826</u>	Invoice	08/19/2021	Streets - Prudential Uniforms	0.00	65.24	
	<u>100-3250-7065-0000</u>		UNIFORMS		65.24	
<u>23189920</u>	Invoice	08/19/2021	Uniform Rental and Cleaning	0.00	104.23	
	<u>750-7100-7065-0000</u>		UNIFORMS		11.54	
	<u>750-7400-7065-0000</u>		UNIFORMS		25.78	
	<u>750-7600-7065-0000</u>		UNIFORMS		18.85	
	<u>750-7800-7065-0000</u>		UNIFORMS		11.82	
	<u>750-8100-7065-0000</u>		UNIFORMS		11.25	
	<u>750-8200-7065-0000</u>		UNIFORMS		8.59	
	<u>750-8300-7065-0000</u>		UNIFORMS		16.40	
<u>23189922</u>	Invoice	08/19/2021	Streets - Prudential Uniforms	0.00	65.24	
	<u>100-3250-7065-0000</u>		UNIFORMS		65.24	
<u>23189946</u>	Invoice	08/19/2021	Uniform Rental and Cleaning	0.00	54.65	
	<u>750-7300-7065-0000</u>		UNIFORMS		54.65	
<u>23192989</u>	Invoice	08/19/2021	Uniform Rental and Cleaning	0.00	104.23	
	<u>750-7100-7065-0000</u>		UNIFORMS		11.53	
	<u>750-7400-7065-0000</u>		UNIFORMS		25.79	
	<u>750-7600-7065-0000</u>		UNIFORMS		18.86	
	<u>750-7800-7065-0000</u>		UNIFORMS		11.82	
	<u>750-8100-7065-0000</u>		UNIFORMS		11.25	
	<u>750-8200-7065-0000</u>		UNIFORMS		8.59	
	<u>750-8300-7065-0000</u>		UNIFORMS		16.39	
<u>23196104</u>	Invoice	08/19/2021	WW - Prudential Uniforms	0.00	89.43	
	<u>700-4050-7065-0000</u>		UNIFORMS		89.43	
2092	PURCHASE POWER-2540	08/19/2021	Regular	0.00	1,005.00	109940
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>8000-9000-0098-</u>	Invoice	08/19/2021	OFFICE SUPPLIES	0.00	1,005.00	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		1,005.00	
2098	QUILL CORPORATON	08/19/2021	Regular	0.00	21.77	109941
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>18438098</u>	Invoice	08/19/2021	OFFICE SUPPLIES	0.00	21.77	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		21.77	
4432	Reiley Godfrey	08/19/2021	Regular	0.00	363.00	109942
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>08/19/21</u>	Invoice	08/19/2021	EMPLOYEE TRAINING PER DIEM	0.00	363.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		363.00	
4431	Riverside County LAFCO	08/19/2021	Regular	0.00	5,160.00	109943

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>08/19/21</u>	Invoice	08/19/2021	APPLICATION FILING FOR SEWER SERVICE	0.00	5,160.00	
	<u>100-0000-2500-0000</u>		HELD ON DEPOSIT-PLANN APPLICATION FILING FOR SEWE		5,160.00	
1113	RYAN M. WESTBROOK INC	08/19/2021	Regular	0.00	131.99	109944
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>752969</u>	Invoice	08/19/2021	ANIMAL CARE SERVICES	0.00	6.00	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES ANIMAL CARE SERVICES		6.00	
<u>753405</u>	Invoice	08/19/2021	ANIMAL CARE SERVICES	0.00	18.00	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES ANIMAL CARE SERVICES		18.00	
<u>754149</u>	Invoice	08/19/2021	ANIMAL CARE SERVICES	0.00	42.00	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES ANIMAL CARE SERVICES		42.00	
<u>754295</u>	Invoice	08/19/2021	ANIMAL CARE SERVICES	0.00	6.00	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES ANIMAL CARE SERVICES		6.00	
<u>754296</u>	Invoice	08/19/2021	ANIMAL CARE SERVICES	0.00	12.00	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES ANIMAL CARE SERVICES		12.00	
<u>754499</u>	Invoice	08/19/2021	ANIMAL CARE SERVICES	0.00	18.00	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES ANIMAL CARE SERVICES		18.00	
<u>755389</u>	Invoice	08/19/2021	ANIMAL CARE SERVICES	0.00	29.99	
	<u>100-2080-7070-0000</u>		SPECIAL DEPT SUPPLIES ANIMAL CARE SERVICES		29.99	
2026	SECURITY SIGNAL DEVICES, INC	08/19/2021	Regular	0.00	1,234.70	109945
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>R00305393</u>	Invoice	08/19/2021	SECURITY SERVICES	0.00	59.85	
	<u>700-4050-7087-0000</u>		SECURITY SERVICES SECURITY SERVICES		59.85	
<u>R-00307888</u>	Invoice	08/19/2021	SECURITY SERVICES	0.00	61.50	
	<u>750-7300-7087-0000</u>		SECURITY SERVICES SECURITY SERVICES		61.50	
<u>R-00308273</u>	Invoice	08/19/2021	SECURITY SERVICES	0.00	218.65	
	<u>100-6000-7087-6025</u>		SECURITY - CITY HALL SECURITY SERVICES		158.40	
	<u>100-6000-7087-6026</u>		SECURITY- CITY HALL BLD SECURITY SERVICES		60.25	
<u>R-00308314</u>	Invoice	08/19/2021	SECURITY SERVICES	0.00	58.25	
	<u>100-6000-7087-6040</u>		SECURITY - POLICE DEPT SECURITY SERVICES		58.25	
<u>R-00308723</u>	Invoice	08/19/2021	SECURITY SERVICES	0.00	113.25	
	<u>100-6000-7087-6040</u>		SECURITY - POLICE DEPT SECURITY SERVICES		113.25	
<u>R-00308947</u>	Invoice	08/19/2021	SECURITY SERVICES	0.00	186.50	
	<u>100-6000-7087-6045</u>		SECURITY - COMMUNITY SECURITY SERVICES		186.50	
<u>R-00309119</u>	Invoice	08/19/2021	SECURITY SERVICES	0.00	138.00	
	<u>700-4050-7087-005X</u>		SECURITY SERVICES SECURITY SERVICES		138.00	
<u>R-00309379</u>	Invoice	08/19/2021	SECURITY SERVICES	0.00	55.65	
	<u>750-7000-7087-0000</u>		SECURITY SERVICES SECURITY SERVICES		55.65	
<u>R-00309682</u>	Invoice	08/19/2021	SECURITY SERVICES	0.00	179.55	
	<u>700-4050-7087-007A</u>		SECURITY SERVICES SECURITY SERVICES		179.55	
<u>R-00309722</u>	Invoice	08/19/2021	SECURITY SERVICES	0.00	163.50	
	<u>700-4050-7087-005X</u>		SECURITY SERVICES SECURITY SERVICES		163.50	
2267	SGP DESIGN AND PRINT	08/19/2021	Regular	0.00	408.98	109946
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>012257</u>	Invoice	06/30/2021	OFFICE SUPPLIES	0.00	408.98	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES OFFICE SUPPLIES		408.98	
2311	SOUTHERN CALIFORNIA EDISON	08/19/2021	Regular	0.00	39,180.14	109947

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>08/19/21</u>	Invoice	08/19/2021	ELECTRIC UTILITY	0.00	39,180.14	
	<u>100-3250-7010-0000</u>	UTILITIES	ELECTRIC UTILITY		12,392.83	
	<u>100-3250-7010-003X</u>	UTILITIES (IA 3)	ELECTRIC UTILITY		2,769.84	
	<u>100-3250-7010-006B</u>	UTILITIES (IA 6B)	ELECTRIC UTILITY		2,693.26	
	<u>100-3250-7010-007A</u>	UTILITIES (IA 7A)	ELECTRIC UTILITY		125.49	
	<u>100-3250-7010-007B</u>	UTILITIES (IA 7B)	ELECTRIC UTILITY		29.49	
	<u>100-3250-7010-007D</u>	UTILITIES (IA 7D)	ELECTRIC UTILITY		91.37	
	<u>100-3250-7010-008A</u>	UTILITIES (IA 8A)	ELECTRIC UTILITY		369.37	
	<u>100-3250-7010-008B</u>	UTILITIES (IA 8B)	ELECTRIC UTILITY		76.58	
	<u>100-3250-7010-008C</u>	UTILITIES (IA 8C)	ELECTRIC UTILITY		570.10	
	<u>100-3250-7010-008D</u>	UTILITIES (IA 8D)	ELECTRIC UTILITY		20.29	
	<u>100-3250-7010-010A</u>	UTILITIES (IA 10)	ELECTRIC UTILITY		36.08	
	<u>100-3250-7010-011A</u>	UTILITIES (IA 11A)	ELECTRIC UTILITY		81.93	
	<u>100-3250-7010-012A</u>	UTILITIES (IA 12)	ELECTRIC UTILITY		85.59	
	<u>100-3250-7010-014X</u>	UTILITIES (IA 14)	ELECTRIC UTILITY		1,552.98	
	<u>100-3250-7010-019A</u>	UTILITIES (IA 19A)	ELECTRIC UTILITY		173.18	
	<u>100-3250-7010-019C</u>	UTILITIES (IA 19C)	ELECTRIC UTILITY		3,257.61	
	<u>100-3250-7010-06A1</u>	UTILITIES (IA 6A1)	ELECTRIC UTILITY		393.30	
	<u>100-6000-7010-6045</u>	UTILITIES - COMMUNITY	ELECTRIC UTILITY		6,320.14	
	<u>100-6050-7010-0000</u>	UTILITIES	ELECTRIC UTILITY		853.91	
	<u>100-6050-7010-005X</u>	UTILITIES IA 5	ELECTRIC UTILITY		6,699.38	
	<u>100-6050-7010-007A</u>	UTILITIES IA 7A	ELECTRIC UTILITY		15.38	
	<u>100-6050-7010-020X</u>	UTILITIES IA 20	ELECTRIC UTILITY		15.25	
	<u>100-6050-7010-06A1</u>	UTILITIES IA 6A1	ELECTRIC UTILITY		57.95	
	<u>100-6050-7010-5400</u>	UTILITIES, PARK (SPORTS	ELECTRIC UTILITY		426.57	
	<u>100-6050-7010-5500</u>	UTILITIES, PARK (STEWAR	ELECTRIC UTILITY		72.27	
2382	T MOBILE	08/19/2021	Regular	0.00	8,400.00	109948
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9456236659</u>	Invoice	08/19/2021	DEPT SUPPLIES	0.00	1,670.00	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		1,670.00	
<u>9456647300</u>	Invoice	08/19/2021	DEPT SUPPLIES	0.00	1,340.00	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		1,340.00	
<u>9456972454</u>	Invoice	08/19/2021	DEPT SUPPLIES	0.00	1,520.00	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		1,520.00	
<u>9456972455</u>	Invoice	08/19/2021	DEPT SUPPLIES	0.00	1,550.00	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		1,550.00	
<u>9456972456</u>	Invoice	08/19/2021	DEPT SUPPLIES	0.00	1,520.00	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		1,520.00	
<u>9457142111</u>	Invoice	08/19/2021	DEPT SUPPLIES	0.00	800.00	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		800.00	
2407	THE GAS COMPANY	08/19/2021	Regular	0.00	257.03	109949
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>03822937417 08/</u>	Invoice	08/19/2021	GAS UTILITY	0.00	22.57	
	<u>100-6000-7010-6041</u>	UTILITIES - POLICE ANNEX	GAS UTILITY		22.57	
<u>05789544425 08/</u>	Invoice	08/19/2021	GAS UTILITY	0.00	58.91	
	<u>100-6000-7010-6045</u>	UTILITIES - COMMUNITY	GAS UTILITY		58.91	
<u>09712228007 08/</u>	Invoice	08/19/2021	GAS UTILITY	0.00	21.99	
	<u>100-6000-7010-6025</u>	UTILITIES - CITY HALL	GAS UTILITY		21.99	
<u>10552227000 08/</u>	Invoice	08/19/2021	GAS UTILITY	0.00	21.99	
	<u>100-6000-7010-6040</u>	UTILITIES - POLICE DEPT	GAS UTILITY		21.99	
<u>10552230004 08/</u>	Invoice	08/19/2021	GAS UTILITY	0.00	14.30	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
	<u>750-7300-7010-0000</u>	UTILITIES	GAS UTILITY		14.30	
<u>12604948096 08/</u>	Invoice	08/19/2021	GAS UTILITY	0.00	27.86	
	<u>700-4050-7010-0000</u>	UTILITIES	GAS UTILITY		27.86	
<u>15382227021 08/</u>	Invoice	08/19/2021	GAS UTILITY	0.00	30.55	
	<u>750-7000-7010-0000</u>	UTILITIES	GAS UTILITY		30.55	
<u>19782338008 08/</u>	Invoice	08/19/2021	GAS UTILITY	0.00	58.86	
	<u>100-6000-7010-6055</u>	UTILITIES - FIRE STATION	GAS UTILITY		58.86	
4267	THERESA MICHEL INVESTIGATIONS	08/19/2021	Regular	0.00	3,525.00	109950
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>27</u>	Invoice	08/19/2021	HIRING COSTS	0.00	1,500.00	
	<u>100-1240-6050-0000</u>	RECRUITMENT AND HIRI	HIRING COSTS		1,500.00	
<u>28</u>	Invoice	08/19/2021	HIRING COSTS	0.00	75.00	
	<u>100-1240-6050-0000</u>	RECRUITMENT AND HIRI	HIRING COSTS		75.00	
<u>29</u>	Invoice	08/19/2021	HIRING COSTS	0.00	450.00	
	<u>100-1240-6050-0000</u>	RECRUITMENT AND HIRI	HIRING COSTS		450.00	
<u>31</u>	Invoice	08/19/2021	HIRING COSTS	0.00	1,500.00	
	<u>100-1240-6050-0000</u>	RECRUITMENT AND HIRI	HIRING COSTS		1,500.00	
2457	TYLER WORKS - TECHNOLOGIES	08/19/2021	Regular	0.00	133,030.25	109951
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>025-329948</u>	Invoice	06/30/2021	SOFTWARE	0.00	14,977.00	
	<u>100-1230-7071-0000</u>	SOFTWARE	SOFTWARE		14,977.00	
<u>025-329949</u>	Invoice	06/30/2021	SOFTWARE	0.00	95,028.00	
	<u>100-1230-7071-0000</u>	SOFTWARE	SOFTWARE		95,028.00	
<u>025-339068</u>	Invoice	06/30/2021	SOFTWARE	0.00	1,300.00	
	<u>100-1230-7071-0000</u>	SOFTWARE	SOFTWARE		1,300.00	
<u>025-339616</u>	Invoice	06/30/2021	UTILITY BILLING	0.00	11,541.25	
	<u>700-4050-7068-0000</u>	CONTRACTUAL SERVICES	UTILITY BILLING		11,541.25	
<u>025-340841</u>	Invoice	06/30/2021	SOFTWARE	0.00	4,777.50	
	<u>100-1230-7071-0000</u>	SOFTWARE	SOFTWARE		4,777.50	
<u>025-342649</u>	Invoice	08/19/2021	TYLER SOFTWARE	0.00	1,267.50	
	<u>100-1230-7071-0000</u>	SOFTWARE	TYLER SOFTWARE		1,267.50	
<u>025-343106</u>	Invoice	08/19/2021	TYLER SOFTWARE	0.00	5,200.00	
	<u>100-1230-7071-0000</u>	SOFTWARE	TYLER SOFTWARE		5,200.00	
<u>025-343912</u>	Credit Memo	06/30/2021	SOFTWARE	0.00	-1,061.00	
	<u>100-1230-7071-0000</u>	SOFTWARE	SOFTWARE		-1,061.00	
2484	VERIZON	08/19/2021	Regular	0.00	887.55	109952
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9884985645</u>	Invoice	08/19/2021	PHONE UTILITY	0.00	760.20	
	<u>750-7100-7015-0000</u>	TELEPHONE	PHONE UTILITY		72.37	
	<u>750-7400-7015-0000</u>	TELEPHONE	PHONE UTILITY		216.66	
	<u>750-7600-7015-0000</u>	TELEPHONE	PHONE UTILITY		180.93	
	<u>750-7700-7015-0000</u>	TELEPHONE	PHONE UTILITY		72.60	
	<u>750-7800-7015-0000</u>	TELEPHONE	PHONE UTILITY		36.26	
	<u>750-7900-7015-0000</u>	TELEPHONE	PHONE UTILITY		36.26	
	<u>750-8000-7015-0000</u>	TELEPHONE	PHONE UTILITY		36.26	
	<u>750-8100-7015-0000</u>	TELEPHONE	PHONE UTILITY		72.60	
	<u>750-8200-7015-0000</u>	TELEPHONE	PHONE UTILITY		36.26	
<u>9884985646</u>	Invoice	08/19/2021	IPADS - 1550	0.00	76.02	
	<u>100-1230-7015-0000</u>	TELEPHONE	IPADS - 1550		76.02	
<u>9884985648</u>	Invoice	08/19/2021	IPADS - 1550/6050	0.00	51.33	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
	100-1230-7015-0000	TELEPHONE	IPADS - 1550/6050	51.33		
2517	VOYAGER	08/19/2021	Regular	0.00	100,190.99	109953
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>869065003 06/24</u>	Invoice	06/30/2021	FUEL EXPENSE	0.00	49,481.30	
	<u>100-2000-7050-0000</u>	FUEL	FUEL EXPENSE		443.17	
	<u>100-2030-7050-0000</u>	FUEL	FUEL EXPENSE		65.72	
	<u>100-2050-7050-0000</u>	FUEL	FUEL EXPENSE		16,358.26	
	<u>100-2100-7050-0000</u>	FUEL	FUEL EXPENSE		118.33	
	<u>100-2150-7050-0000</u>	FUEL	FUEL EXPENSE		193.89	
	<u>100-3100-7050-0000</u>	FUEL	FUEL EXPENSE		683.09	
	<u>100-3250-7050-0000</u>	FUEL	FUEL EXPENSE		1,537.82	
	<u>100-6050-7050-0000</u>	FUEL	FUEL EXPENSE		7,324.88	
	<u>700-4050-7050-0000</u>	FUEL	FUEL EXPENSE		2,607.57	
	<u>750-7100-7050-0000</u>	FUEL	FUEL EXPENSE		991.32	
	<u>750-7300-7050-0000</u>	FUEL	FUEL EXPENSE		338.89	
	<u>750-7400-7050-0000</u>	FUEL	FUEL EXPENSE		7,931.89	
	<u>750-7600-7050-0000</u>	FUEL	FUEL EXPENSE		3,448.37	
	<u>750-7800-7050-0000</u>	FUEL	FUEL EXPENSE		2,559.86	
	<u>750-7900-7050-0000</u>	FUEL	FUEL EXPENSE		2,050.66	
	<u>750-8100-7050-0000</u>	FUEL	FUEL EXPENSE		84.50	
	<u>750-8300-7050-0000</u>	FUEL	FUEL EXPENSE		2,743.08	
<u>8690650032130</u>	Invoice	08/19/2021	FUEL EXPENSE	0.00	50,709.69	
	<u>100-2000-7050-0000</u>	FUEL	FUEL EXPENSE		543.57	
	<u>100-2030-7050-0000</u>	FUEL	FUEL EXPENSE		96.36	
	<u>100-2050-7050-0000</u>	FUEL	FUEL EXPENSE		16,808.29	
	<u>100-2150-7050-0000</u>	FUEL	FUEL EXPENSE		291.16	
	<u>100-3100-7050-0000</u>	FUEL	FUEL EXPENSE		651.31	
	<u>100-3250-7050-0000</u>	FUEL	FUEL EXPENSE		1,934.51	
	<u>100-6050-7050-0000</u>	FUEL	FUEL EXPENSE		7,158.49	
	<u>700-4050-7050-0000</u>	FUEL	FUEL EXPENSE		2,632.22	
	<u>750-7100-7050-0000</u>	FUEL	FUEL EXPENSE		804.34	
	<u>750-7300-7050-0000</u>	FUEL	FUEL EXPENSE		333.54	
	<u>750-7400-7050-0000</u>	FUEL	FUEL EXPENSE		6,448.01	
	<u>750-7600-7050-0000</u>	FUEL	FUEL EXPENSE		3,079.26	
	<u>750-7800-7050-0000</u>	FUEL	FUEL EXPENSE		4,554.42	
	<u>750-7900-7050-0000</u>	FUEL	FUEL EXPENSE		1,649.36	
	<u>750-8100-7050-0000</u>	FUEL	FUEL EXPENSE		157.03	
	<u>750-8200-7050-0000</u>	FUEL	FUEL EXPENSE		114.58	
	<u>750-8300-7050-0000</u>	FUEL	FUEL EXPENSE		3,453.24	
2518	VULCAN MATERIALS	08/19/2021	Regular	0.00	168.26	109954
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>73010423</u>	Invoice	08/19/2021	ST - SPECIAL DEPT SUPPLIES	0.00	168.26	
	<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	ST - SPECIAL DEPT SUPPLIES		168.26	
2538	WEST COAST LIGHTS & SIRENS	08/19/2021	Regular	0.00	175.52	109955
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>21523</u>	Invoice	08/19/2021	VEHICLE MAINTENANCE	0.00	175.52	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		175.52	
2555	XYLEM DEWATERING SOLUTIONS U.S.A INC	08/19/2021	Regular	0.00	7,734.03	109956
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>401104528</u>	Invoice	08/19/2021	MARSHALL LIFT STATION PUMP RENTAL	0.00	7,734.03	
	<u>700-4050-7075-0000</u>	EQUIPMENT LEASING/RE	MARSHALL LIFT STATION PUMP		7,734.03	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Item 4.
2556	XYLEM WATER SOLUTIONS, INC	08/19/2021	Regular	0.00	113,455.92	109957
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>3556b81402</u>	Invoice	08/19/2021	MESA PUMP - FLYGT MODEL NT-3315.095	0.00	1,046.91	
	<u>700-4050-8040-0000</u>		EQUIPMENT		1,046.91	
<u>3556b83800</u>	Invoice	08/19/2021	WWTP EQUIP/MAINTENANCE/SUPPLIES	0.00	674.19	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		674.19	
<u>3556b83882</u>	Invoice	08/19/2021	MESA PUMP - FLYGT MODEL NT-3315.095	0.00	111,734.82	
	<u>700-4050-8040-0000</u>		EQUIPMENT		111,734.82	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	169	55	0.00	692,387.34
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	6	6	0.00	745,001.38
	<u>175</u>	<u>63</u>	<u>0.00</u>	<u>1,437,388.72</u>

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	169	55	0.00	692,387.34
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	6	6	0.00	745,001.38
	<u>175</u>	<u>63</u>	<u>0.00</u>	<u>1,437,388.72</u>

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2021	<u>1,437,388.72</u>
			1,437,388.72



WARRANTS TO BE RATIFIED

Thursday, August 26, 2021

Printed Checks	109958-110015	\$	459,381.23	
ACH	487	\$	87,949.12	
	A/P Total	\$	<u>547,330.35</u>	
Wire	Wilmington Trust	\$	16,052,765.61	9121 Debt Service Payment

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2021 - JUNE 30, 2022

SIGNATURE: *Basson J. Bennett*
 TITLE: CITY TREASURER

SIGNATURE: *[Signature]*
 TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Check # Item 4.

By Check Number

Date Range: 08/21/2021 - 08/26/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2295	SLOVAK BARON EMPEY MURPHY & PINKNEY	08/26/2021	EFT	0.00	87,949.12	487
Bank Code: APBNK-AP Bank						
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>65362</u>	Invoice	08/26/2021	LEGAL SERVICES	0.00	27,363.92	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		27,363.92	
<u>65363</u>	Invoice	08/26/2021	LEGAL SERVICES	0.00	1,072.50	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		1,072.50	
<u>65364</u>	Invoice	08/26/2021	LEGAL SERVICES	0.00	880.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		880.00	
<u>65365</u>	Invoice	08/26/2021	LEGAL SERVICES	0.00	2,062.50	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		2,062.50	
<u>65366</u>	Invoice	08/26/2021	LEGAL SERVICES	0.00	2,090.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		2,090.00	
<u>65367</u>	Invoice	08/26/2021	LEGAL SERVICES	0.00	5,351.30	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		5,351.30	
<u>65368</u>	Invoice	08/26/2021	LEGAL SERVICES	0.00	875.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		875.00	
<u>65369</u>	Invoice	08/26/2021	LEGAL SERVICES	0.00	1,104.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		1,104.00	
<u>65370</u>	Invoice	08/26/2021	LEGAL SERVICES	0.00	3,434.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		3,434.00	
<u>65371</u>	Invoice	08/26/2021	LEGAL SERVICES	0.00	880.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		880.00	
<u>65372</u>	Invoice	08/26/2021	LEGAL SERVICES	0.00	382.40	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		382.40	
<u>65373</u>	Invoice	08/26/2021	LEGAL SERVICES	0.00	956.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		956.00	
<u>65374</u>	Invoice	08/26/2021	LEGAL SERVICES	0.00	3,943.50	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		3,943.50	
<u>65375</u>	Invoice	08/26/2021	LEGAL SERVICES	0.00	9,135.50	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		9,135.50	
<u>65376</u>	Invoice	08/26/2021	LEGAL SERVICES	0.00	4,923.40	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		4,923.40	
<u>65378</u>	Invoice	08/26/2021	LEGAL SERVICES	0.00	7,500.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		7,500.00	
<u>65379</u>	Invoice	08/26/2021	LEGAL SERVICES	0.00	2,724.60	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		2,724.60	
<u>65383</u>	Invoice	08/24/2021	LEGAL SERVICES	0.00	1,430.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		1,430.00	
<u>65384</u>	Invoice	08/26/2021	LEGAL SERVICES	0.00	11,840.50	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		11,840.50	
3295	ADAM HALL	08/26/2021	Regular	0.00	1,484.26	109958
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>010658</u>	Invoice	08/26/2021	DEPT SUPPLIES	0.00	1,484.26	
	<u>100-6050-7070-008A</u>		SPEC DEPT EXP - IA 8A		1,484.26	

Check Report

Date Range: 08/21/2021 Item 4. 11

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1029	AIR & HOSE SOURCE	08/26/2021	Regular	0.00	154.77	109959
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
428977	Invoice	08/26/2021	DEPT SUPPLIES	0.00	154.77	
	Account Number		Account Name		Distribution Amount	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		154.77	
			Item Description			
			DEPT SUPPLIES			
1050	AMAZON CAPITAL SERVICES	08/26/2021	Regular	0.00	28.95	109960
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1FKW-YVDJ-CYGO	Invoice	08/26/2021	OFFICE SUPPLIES	0.00	28.95	
	Account Number		Account Name		Distribution Amount	
	100-1150-7025-0000		OFFICE SUPPLIES		28.95	
			Item Description			
			OFFICE SUPPLIES			
1109	BANK OF HEMET	08/26/2021	Regular	0.00	3,726.94	109961
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1280837350 08/1	Invoice	08/26/2021	Batwing/Lawnmower FY 22	0.00	3,726.94	
	Account Number		Account Name		Distribution Amount	
	100-6050-8040-0000		EQUIPMENT		3,726.94	
			Item Description			
			Batwing/Lawnmower FY 22			
3129	BC RENTALS, INC	08/26/2021	Regular	0.00	588.15	109962
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
0061647-IN	Invoice	08/26/2021	Streets - Special Dept Supplies	0.00	588.15	
	Account Number		Account Name		Distribution Amount	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		588.15	
			Item Description			
			Streets - Special Dept Supplies			
3567	BIG BEAR ELECTRIC INC.	08/26/2021	Regular	0.00	2,590.16	109963
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1933	Invoice	08/26/2021	PROFESSIONAL SERVICES	0.00	2,590.16	
	Account Number		Account Name		Distribution Amount	
	700-4050-7068-0000		CONTRACTUAL SERVICES		2,590.16	
			Item Description			
			PROFESSIONAL SERVICES			
4360	BLECKERT'S POWER SERVICES	08/26/2021	Regular	0.00	9,722.65	109964
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1043	Invoice	08/26/2021	PROFESSIONAL SERVICES	0.00	5,214.61	
	Account Number		Account Name		Distribution Amount	
	700-4050-7068-0000		CONTRACTUAL SERVICES		5,214.61	
			Item Description			
			PROFESSIONAL SERVICES			
1046	Invoice	08/26/2021	PROFESSIONAL SERVICES	0.00	4,508.04	
	Account Number		Account Name		Distribution Amount	
	700-4050-7068-0000		CONTRACTUAL SERVICES		4,508.04	
			Item Description			
			PROFESSIONAL SERVICES			
1322	CEB	08/26/2021	Regular	0.00	496.51	109965
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
11026539	Invoice	08/26/2021	MUNICIPAL LAW HANDBOOK 2021 ACCES	0.00	496.51	
	Account Number		Account Name		Distribution Amount	
	100-1240-7030-0000		DUES & SUBSCRIPTIONS		496.51	
			Item Description			
			MUNICIPAL LAW HANDBOOK 20			
1242	CED	08/26/2021	Regular	0.00	5,113.81	109966
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
0954-1003378	Invoice	06/30/2021	DEPT SUPPLIES	0.00	105.60	
	Account Number		Account Name		Distribution Amount	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		105.60	
			Item Description			
			DEPT SUPPLIES			
0954-1004338	Invoice	06/30/2021	4 SEASONS STREET LIGHT SUPPLIES	0.00	5,008.21	
	Account Number		Account Name		Distribution Amount	
	100-3250-7012-0000		STREET LIGHT MAINTENA		3,708.21	
	100-3250-7012-0000		STREET LIGHT MAINTENA		1,300.00	
			Item Description			
			4 SEASONS STREET LIGHT SUPPL			
			4 SEASONS STREET LIGHT SUPPL			
4209	COMMERCIAL CLEANING SOLUTIONS INC	08/26/2021	Regular	0.00	10,120.00	109967

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Date Range: 08/21/2021

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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>36093</u>	Invoice	08/26/2021	Janitorial Services	0.00	10,120.00	
	<u>100-6000-7068-6025</u>		CONTRACTUAL SVC - CITY		5,792.00	
	<u>100-6000-7068-6026</u>		CONTRACTUAL SVC - CITY		490.00	
	<u>100-6000-7068-6031</u>		CONTRACTUAL SVC- CITY		265.00	
	<u>100-6000-7068-6040</u>		CONTRACTUAL SVC- POLI		2,105.00	
	<u>100-6000-7068-6041</u>		CONTRACTUAL SVC- POLI		265.00	
	<u>100-6000-7068-6060</u>		CONTRACTUAL SVC- 713		85.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		490.00	
	<u>750-7000-7068-0000</u>		CONTRACTUAL SERVICES		498.00	
	<u>750-7300-7068-0000</u>		CONTRACTUAL SERVICES		130.00	
1344	CREATIVE BUS SALES, INC	08/26/2021	Regular	0.00	247.90	109968
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>11029495</u>	Invoice	08/26/2021	VEHICLE MAINTENANCE	0.00	247.90	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		247.90	
1391	DEKRA-LITE IND.,INC.	08/26/2021	Regular	0.00	17.85	109969
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>ARINV013952</u>	Invoice	06/30/2021	DEPT SUPPLIES	0.00	17.85	
	<u>100-1200-7070-0000</u>		SPECIAL DEPT SUPPLIES		17.85	
1408	DEPARTMENT OF TRANSPORTATION	08/26/2021	Regular	0.00	4,202.35	109970
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>SL220114</u>	Invoice	06/30/2021	SIGNALS & LIGHTING BILLING	0.00	4,202.35	
	<u>100-3250-7010-0000</u>		UTILITIES		4,202.35	
1414	DIAMOND HILLS AUTO GROUP	08/26/2021	Regular	0.00	506.57	109971
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>25024667</u>	Invoice	08/26/2021	VEHICLE MAINTENANCE	0.00	506.57	
	<u>750-7900-7037-0000</u>		VEHICLE MAINTENANCE		506.57	
1424	DIRECTV	08/26/2021	Regular	0.00	188.99	109972
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>051885754X2108</u>	Invoice	08/26/2021	BUILDING UTILITY	0.00	188.99	
	<u>100-6000-7010-6045</u>		UTILITIES - COMMUNITY		188.99	
2846	DIVERSIFIED DISTRIBUTION	08/26/2021	Regular	0.00	327.00	109973
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>637568</u>	Invoice	08/26/2021	VEHICLE MAINTENANCE	0.00	327.00	
	<u>750-8200-7037-0000</u>		VEHICLE MAINTENANCE		327.00	
1445	DUDEK	08/26/2021	Regular	0.00	3,332.50	109974
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>202105476</u>	Invoice	08/25/2021	GROUNDWATER AND SURFACE WATER M	0.00	3,332.50	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		3,332.50	
1501	FAIRVIEW FORD	08/26/2021	Regular	0.00	111.86	109975
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>822965</u>	Invoice	08/26/2021	VEHICLE MAINTENANCE	0.00	111.86	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		111.86	

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Date Range: 08/21/2021

Item 4.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
1518	FLYERS ENERGY	08/26/2021	Regular	0.00	2,130.71	109976
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>CFS-2610888</u>	Invoice	06/30/2021	FUEL EXPENSE	0.00	1,105.89	
	<u>750-7400-7050-0000</u>		FUEL		760.09	
	<u>750-7600-7050-0000</u>		FUEL		86.17	
	<u>750-7700-7050-0000</u>		FUEL		207.63	
	<u>750-7800-7050-0000</u>		FUEL		52.00	
<u>CFS-2702182</u>	Invoice	08/26/2021	FUEL EXPENSE	0.00	1,024.82	
	<u>750-7600-7050-0000</u>		FUEL		66.43	
	<u>750-7900-7050-0000</u>		FUEL		88.78	
	<u>750-8300-7050-0000</u>		FUEL		869.61	
1522	FOX OCCUPATIONAL	08/26/2021	Regular	0.00	120.00	109977
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>130275</u>	Invoice	08/26/2021	EMPLOYEE MEDICAL SERVICES	0.00	120.00	
	<u>100-3250-6019-0000</u>		FIRST AID		40.00	
	<u>700-4050-6019-0000</u>		FIRST AID		40.00	
	<u>750-8000-6019-0000</u>		FIRST AID		40.00	
1533	FRONTIER COMMUNICATIONS	08/26/2021	Regular	0.00	2,598.33	109978
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>213-180-1992-06</u>	Invoice	08/26/2021	PHONE UTILITY	0.00	280.98	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		280.98	
<u>951-197-0708-12</u>	Invoice	08/26/2021	PHONE UTILITY	0.00	1,190.00	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		1,190.00	
<u>951-769-5188-04</u>	Invoice	08/26/2021	PHONE UTILITY	0.00	381.04	
	<u>100-1230-7015-6045</u>		TELEPHONE (COMM CTR)		381.04	
<u>951-769-8534-04</u>	Invoice	08/26/2021	PHONE UTILITY	0.00	407.97	
	<u>700-4050-7015-0000</u>		TELEPHONE		407.97	
<u>951-845-9839-09</u>	Invoice	08/26/2021	PHONE UTILITY	0.00	121.76	
	<u>100-1230-7015-6041</u>		TELEPHONE (PD ANNEX)		121.76	
<u>951-922-6646-04</u>	Invoice	08/26/2021	PHONE UTILITY	0.00	216.58	
	<u>700-4050-7015-0000</u>		TELEPHONE		216.58	
4378	GEORGE HILLS COMPANY, INC	08/26/2021	Regular	0.00	5,891.21	109979
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV1020313</u>	Invoice	08/26/2021	RECOVERY SERVICES	0.00	5,891.21	
	<u>100-1240-7081-0000</u>		CLAIM COSTS		5,891.21	
4181	HASA, INC	08/26/2021	Regular	0.00	2,835.64	109980
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>767001</u>	Invoice	08/26/2021	DEPT SUPPLIES	0.00	2,835.64	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		2,835.64	
1610	HDL COREN & CONE	08/26/2021	Regular	0.00	2,021.68	109981
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>SIN010176</u>	Invoice	08/26/2021	CONTRACT SERVICES PROPERTY TAX 07/2	0.00	2,021.68	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		2,021.68	
1612	HEARD'S INVESTIGATIONS AND POLYGRAPH LL	08/26/2021	Regular	0.00	175.00	109982

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>7164</u>	Invoice	08/26/2021	HIRING COSTS	0.00	175.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		175.00	
3572	HECTOR ALVARADO	08/26/2021	Regular	0.00	3,860.00	109983
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1613</u>	Invoice	08/26/2021	Bus Wash and Detail	0.00	1,830.00	
	<u>750-7100-7037-0000</u>		VEHICLE MAINTENANCE		100.00	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		680.00	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		400.00	
	<u>750-7800-7037-0000</u>		VEHICLE MAINTENANCE		200.00	
	<u>750-7900-7037-0000</u>		VEHICLE MAINTENANCE		200.00	
	<u>750-8100-7037-0000</u>		VEHICLE MAINTENANCE		50.00	
	<u>750-8200-7037-0000</u>		VEHICLE MAINTENANCE		50.00	
	<u>750-8300-7037-0000</u>		VEHICLE MAINTENANCE		150.00	
<u>1614</u>	Invoice	08/25/2021	Bus Wash and Detail	0.00	2,030.00	
	<u>750-7100-7037-0000</u>		VEHICLE MAINTENANCE		100.00	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		580.00	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		450.00	
	<u>750-7800-7037-0000</u>		VEHICLE MAINTENANCE		300.00	
	<u>750-7900-7037-0000</u>		VEHICLE MAINTENANCE		200.00	
	<u>750-8100-7037-0000</u>		VEHICLE MAINTENANCE		100.00	
	<u>750-8200-7037-0000</u>		VEHICLE MAINTENANCE		100.00	
	<u>750-8300-7037-0000</u>		VEHICLE MAINTENANCE		200.00	
1622	HI-WAY SAFETY INC	08/26/2021	Regular	0.00	1,823.18	109984
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>118385</u>	Invoice	08/26/2021	DEPT SUPPLIES	0.00	1,823.18	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		1,823.18	
1662	INFOSEND, INC	08/26/2021	Regular	0.00	9,393.94	109985
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>195400</u>	Invoice	08/26/2021	BILLING SERVICES	0.00	9,393.94	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		9,393.94	
1857	LIEBERT CASSIDY WHITMORE	08/26/2021	Regular	0.00	4,212.50	109986
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>201812</u>	Invoice	08/26/2021	LEGAL SERVICES - POA NEGOTIATIONS 20	0.00	2,964.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		2,964.00	
<u>201813</u>	Invoice	08/26/2021	LEGAL SERVICES - SEIU NEGOTIATIONS 20	0.00	546.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		546.00	
<u>201814</u>	Invoice	08/26/2021	LEGAL SERVICES - SEIU SALARY GRIEVANC	0.00	702.50	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		702.50	
3924	MARCUS A ANDREWS	08/26/2021	Regular	0.00	7,475.85	109987
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>182</u>	Invoice	08/26/2021	BUILDING MAINTENANCE	0.00	7,475.85	
	<u>100-6000-7085-6045</u>		BLDG MAINT- COMMUNI		7,475.85	
3024	MUNICIPAL CODE CORPORATION	08/26/2021	Regular	0.00	818.00	109988

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>00362209</u>	Invoice	08/26/2021	PROFESSIONAL SERVICES	0.00	818.00	
	<u>100-1150-7068-0000</u>		CONTRACTUAL SERVICES		818.00	
3186	MWH CONSTRUCTORS INC	08/26/2021	Regular	0.00	32,470.61	109989
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>21-30504503-28</u>	Invoice	06/30/2021	PROFESSIONAL SERVICES	0.00	32,470.61	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		32,470.61	
1984	NAPA AUTO PARTS	08/26/2021	Regular	0.00	168.09	109990
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>157690</u>	Invoice	08/26/2021	VEHICLE MAINTENANCE	0.00	9.69	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		9.69	
<u>159921</u>	Invoice	08/26/2021	VEHICLE MAINTENANCE	0.00	3.76	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		3.76	
<u>160079</u>	Invoice	08/26/2021	VEHICLE MAINTENANCE	0.00	154.64	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		154.64	
2007	NVS, INC	08/26/2021	Regular	0.00	35,389.96	109991
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>186307</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	867.50	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		867.50	
<u>194911</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	3,228.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		3,228.00	
<u>221778</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,932.50	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		2,932.50	
<u>221782</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	455.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		455.00	
<u>221784</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,542.50	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		1,542.50	
<u>221786</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	880.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		880.00	
<u>221788</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	420.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		420.00	
<u>221789</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,645.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		1,645.00	
<u>221792</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,232.50	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		1,232.50	
<u>222043</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	535.77	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		535.77	
<u>222044</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	792.57	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		792.57	
<u>222046</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,331.55	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		1,331.55	
<u>222047</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	803.65	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		803.65	
<u>222048</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	803.65	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		803.65	
<u>222049</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,663.11	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		2,663.11	
<u>222050</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,694.70	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		1,694.70	
<u>222051</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,585.14	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		1,585.14	
<u>222053</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	847.35	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		847.35	
<u>222055</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	605.25	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		605.25	
<u>222059</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	4,357.80	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		4,357.80	
<u>222064</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,143.07	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		2,143.07	
<u>222067</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	937.59	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		937.59	
<u>222071</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	312.00	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		312.00	
<u>222072</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,094.89	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		1,094.89	
<u>222073</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	162.21	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		162.21	
<u>222200</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,395.00	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		1,395.00	
<u>223096</u>	Invoice	06/30/2021	ENGINEERING PLAN CHECK & ON CALL SU	0.00	121.66	
	<u>100-3100-7063-0000</u>	PLAN CHECK FEES	ENGINEERING PLAN CHECK & O		121.66	
	Void	08/26/2021	Regular	0.00	0.00	109992
2009	O'REILLY AUTO PARTS	08/26/2021	Regular	0.00	616.17	109993
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2678-363730</u>	Invoice	08/26/2021	VEHICLE MAINTENANCE	0.00	34.78	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		34.78	
<u>2678-363947</u>	Invoice	08/26/2021	VEHICLE MAINTENANCE	0.00	4.26	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		4.26	
<u>2678-364240</u>	Invoice	08/26/2021	VEHICLE MAINTENANCE	0.00	11.18	
	<u>750-7600-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		11.18	
<u>2678-364241</u>	Invoice	08/26/2021	VEHICLE MAINTENANCE	0.00	33.48	
	<u>750-7600-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		33.48	
<u>2678-367874</u>	Invoice	08/26/2021	VEHICLE MAINTENANCE	0.00	25.84	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		25.84	
<u>2678-371793</u>	Invoice	08/26/2021	VEHICLE MAINTENANCE	0.00	4.84	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		4.84	
<u>2678-371938</u>	Invoice	08/26/2021	VEHICLE MAINTENANCE	0.00	170.41	
	<u>750-8200-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		170.41	
<u>2678-372055</u>	Invoice	08/26/2021	VEHICLE MAINTENANCE	0.00	295.66	
	<u>750-7800-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		295.66	
<u>2678-372189</u>	Credit Memo	08/26/2021	VEHICLE MAINTENANCE	0.00	-44.00	
	<u>750-7800-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-44.00	
<u>2678-372380</u>	Invoice	08/26/2021	VEHICLE MAINTENANCE	0.00	39.86	
	<u>750-7800-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		39.86	
<u>2678-372440</u>	Invoice	08/26/2021	VEHICLE MAINTENANCE	0.00	39.86	
	<u>750-7800-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		39.86	
2022	ORRICK, HERRINGTON & SUTCLIFFE LLP	08/26/2021	Regular	0.00	2,283.10	109994

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1960112</u>	Invoice	08/26/2021	LEGAL SERVICES	0.00	2,283.10	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		2,283.10	
2039	PARKHOUSE TIRE, INC.	08/26/2021	Regular	0.00	1,652.61	109995
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2030204298</u>	Invoice	08/26/2021	VEHICLE MAINTENANCE	0.00	1,652.61	
	<u>750-7800-7037-0000</u>		VEHICLE MAINTENANCE		1,652.61	
3652	PRUDENTIAL OVERALL SUPPLY	08/26/2021	Regular	0.00	1,262.10	109996
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>23180487</u>	Invoice	08/26/2021	Uniform Rental and Cleaning	0.00	133.43	
	<u>750-7100-7065-0000</u>		UNIFORMS		13.38	
	<u>750-7400-7065-0000</u>		UNIFORMS		26.27	
	<u>750-7600-7065-0000</u>		UNIFORMS		20.70	
	<u>750-7800-7065-0000</u>		UNIFORMS		17.22	
	<u>750-7900-7065-0000</u>		UNIFORMS		16.23	
	<u>750-8100-7065-0000</u>		UNIFORMS		10.95	
	<u>750-8200-7065-0000</u>		UNIFORMS		10.44	
	<u>750-8300-7065-0000</u>		UNIFORMS		18.24	
<u>23180511</u>	Invoice	08/25/2021	Uniform Rental and Cleaning	0.00	54.65	
	<u>750-7300-7065-0000</u>		UNIFORMS		54.65	
<u>23180524</u>	Invoice	08/25/2021	Uniform Rental and Cleaning	0.00	91.75	
	<u>100-6050-7065-0000</u>		UNIFORMS		91.75	
<u>23183606</u>	Invoice	08/26/2021	Uniform Rental and Cleaning	0.00	112.28	
	<u>750-7100-7065-0000</u>		UNIFORMS		11.91	
	<u>750-7400-7065-0000</u>		UNIFORMS		26.16	
	<u>750-7600-7065-0000</u>		UNIFORMS		19.23	
	<u>750-7800-7065-0000</u>		UNIFORMS		12.20	
	<u>750-7900-7065-0000</u>		UNIFORMS		5.41	
	<u>750-8100-7065-0000</u>		UNIFORMS		11.63	
	<u>750-8200-7065-0000</u>		UNIFORMS		8.97	
	<u>750-8300-7065-0000</u>		UNIFORMS		16.77	
<u>23183631</u>	Invoice	08/26/2021	Uniform Rental and Cleaning	0.00	54.65	
	<u>750-7300-7065-0000</u>		UNIFORMS		54.65	
<u>23183640</u>	Invoice	08/25/2021	Uniform Rental and Cleaning	0.00	93.02	
	<u>100-6050-7065-0000</u>		UNIFORMS		93.02	
<u>23186824</u>	Invoice	08/26/2021	Uniform Rental and Cleaning	0.00	104.23	
	<u>750-7100-7065-0000</u>		UNIFORMS		11.53	
	<u>750-7400-7065-0000</u>		UNIFORMS		25.79	
	<u>750-7600-7065-0000</u>		UNIFORMS		18.86	
	<u>750-7800-7065-0000</u>		UNIFORMS		11.82	
	<u>750-8100-7065-0000</u>		UNIFORMS		11.25	
	<u>750-8200-7065-0000</u>		UNIFORMS		8.59	
	<u>750-8300-7065-0000</u>		UNIFORMS		16.39	
<u>23186849</u>	Invoice	08/26/2021	Uniform Rental and Cleaning	0.00	54.65	
	<u>750-7300-7065-0000</u>		UNIFORMS		54.65	
<u>23186863</u>	Invoice	08/26/2021	Uniform Rental and Cleaning	0.00	93.02	
	<u>100-6050-7065-0000</u>		UNIFORMS		93.02	
<u>23192991</u>	Invoice	08/26/2021	Streets - Prudential Uniforms	0.00	65.24	
	<u>100-3250-7065-0000</u>		UNIFORMS		65.24	
<u>23196066</u>	Invoice	08/26/2021	Uniform Rental and Cleaning	0.00	98.63	
	<u>750-7100-7065-0000</u>		UNIFORMS		11.53	
	<u>750-7400-7065-0000</u>		UNIFORMS		24.81	

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	<u>750-7600-7065-0000</u>		UNIFORMS		18.86	
	<u>750-7800-7065-0000</u>		UNIFORMS		11.82	
	<u>750-8100-7065-0000</u>		UNIFORMS		9.10	
	<u>750-8200-7065-0000</u>		UNIFORMS		6.12	
	<u>750-8300-7065-0000</u>		UNIFORMS		16.39	
<u>23196089</u>	Invoice	08/26/2021	Uniform Rental and Cleaning	0.00	54.65	
	<u>750-7300-7065-0000</u>		UNIFORMS		54.65	
<u>23199717</u>	Invoice	08/26/2021	Uniform Rental and Cleaning	0.00	104.23	
	<u>750-7100-7065-0000</u>		UNIFORMS		11.53	
	<u>750-7400-7065-0000</u>		UNIFORMS		25.80	
	<u>750-7600-7065-0000</u>		UNIFORMS		18.85	
	<u>750-7800-7065-0000</u>		UNIFORMS		11.82	
	<u>750-8100-7065-0000</u>		UNIFORMS		11.25	
	<u>750-8200-7065-0000</u>		UNIFORMS		8.59	
	<u>750-8300-7065-0000</u>		UNIFORMS		16.39	
<u>23199742</u>	Invoice	08/26/2021	Uniform Rental and Cleaning	0.00	54.65	
	<u>750-7300-7065-0000</u>		UNIFORMS		54.65	
<u>23199752</u>	Invoice	08/26/2021	Uniform Rental and Cleaning	0.00	93.02	
	<u>100-6050-7065-0000</u>		UNIFORMS		93.02	
4052	QUICK RESPONSE FIRE PROTECTION INC	08/26/2021	Regular	0.00	2,600.00	109997
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>5309</u>	Invoice	06/30/2021	VEHICLE MAINTENANCE	0.00	2,600.00	
	<u>750-7100-7037-0000</u>		VEHICLE MAINTENANCE		200.00	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		1,000.00	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		400.00	
	<u>750-7800-7037-0000</u>		VEHICLE MAINTENANCE		400.00	
	<u>750-7900-7037-0000</u>		VEHICLE MAINTENANCE		200.00	
	<u>750-8100-7037-0000</u>		VEHICLE MAINTENANCE		200.00	
	<u>750-8200-7037-0000</u>		VEHICLE MAINTENANCE		200.00	
2098	QUILL CORPORATON	08/26/2021	Regular	0.00	723.64	109998
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>18151191</u>	Invoice	08/26/2021	OFFICE SUPPLIES	0.00	43.85	
	<u>100-1550-7025-0000</u>		OFFICE SUPPLIES		43.85	
<u>18186828</u>	Invoice	08/26/2021	EQUIPMENT MAINTENANCE	0.00	293.06	
	<u>100-1230-7090-0000</u>		EQUIPMENT SUPPLIES/M		293.06	
<u>18417600</u>	Invoice	08/26/2021	OFFICE SUPPLIES	0.00	9.28	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		9.28	
<u>18432207</u>	Invoice	08/26/2021	OFFICE SUPPLIES	0.00	19.30	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		19.30	
<u>18438953</u>	Invoice	08/26/2021	OFFICE SUPPLIES	0.00	304.29	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		304.29	
<u>18470298</u>	Invoice	08/26/2021	OFFICE SUPPLIES	0.00	53.86	
	<u>750-7000-7025-0000</u>		OFFICE SUPPLIES		53.86	
3436	RIGHT SOLUTION PLUMBING	08/26/2021	Regular	0.00	1,575.00	109999
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>12593</u>	Invoice	08/26/2021	BUILDING MAINTENANCE	0.00	175.00	
	<u>100-6000-7085-6055</u>		BLDG MAINT- FIRE STATIO		175.00	
<u>12595</u>	Invoice	08/26/2021	BUILDING MAINTENANCE	0.00	700.00	
	<u>100-6000-7085-6055</u>		BLDG MAINT- FIRE STATIO		700.00	
<u>12596</u>	Invoice	08/26/2021	BUILDING MAINTENANCE	0.00	700.00	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
	<u>100-6000-7085-6040</u>	BLDG MAINT - POLICE DE	BUILDING MAINTENANCE		700.00	
3681	RIVERSIDE COUNTY DEPARTMENT OF WASTE R	08/26/2021	Regular	0.00	253.19	110000
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>202107000169</u>	Invoice	08/26/2021	DEPT SUPPLIES	0.00	253.19	
	<u>100-6000-7085-6045</u>		BLDG MAINT- COMMUNI		10.50	
	<u>100-6050-7070-003X</u>		SPEC DEPT EXP - IA 3		62.70	
	<u>100-6050-7070-008A</u>		SPEC DEPT EXP - IA 8A		61.31	
	<u>100-6050-7070-008C</u>		SPEC DEPT EXP - IA 8C		29.50	
	<u>100-6050-7070-023X</u>		SPEC DEPT EXP - IA 23		14.75	
	<u>100-6050-7070-06A1</u>		SPEC DEPT EXP - IA 6A1		74.43	
3716	SCCI, INC	08/26/2021	Regular	0.00	250.00	110001
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>197889</u>	Invoice	06/30/2021	EMPLOYEE TRAINING	0.00	250.00	
	<u>700-4050-7066-0000</u>		TRAVEL, EDUCATION, TRA		250.00	
2257	SCOTT FAZEKAS & ASSOCIATES, INC.	08/26/2021	Regular	0.00	160,724.78	110002
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>21547</u>	Invoice	08/26/2021	FY 21/22 Building Plan Check Services, SF	0.00	160,724.78	
	<u>100-2150-7063-0000</u>		PLAN CHECK FEES		160,724.78	
2267	SGP DESIGN AND PRINT	08/26/2021	Regular	0.00	112.36	110003
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>012321</u>	Invoice	08/26/2021	OFFICE SUPPLIES	0.00	112.36	
	<u>100-1225-7025-0000</u>		OFFICE SUPPLIES		44.95	
	<u>100-1350-7025-0000</u>		OFFICE SUPPLIES		22.47	
	<u>100-3100-7025-0000</u>		OFFICE SUPPLIES		22.47	
	<u>700-4050-7025-0000</u>		OFFICE SUPPLIES		22.47	
2281	SHRED-IT	08/26/2021	Regular	0.00	660.49	110004
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>8182509248</u>	Invoice	08/26/2021	OFFICE SUPPLIES	0.00	660.49	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		180.24	
	<u>100-2000-7025-0000</u>		OFFICE SUPPLIES		24.01	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		456.24	
2311	SOUTHERN CALIFORNIA EDISON	08/26/2021	Regular	0.00	107,358.69	110005

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>08/26/21</u>	Invoice	08/26/2021	ELECTRIC UTILITY	0.00	107,358.69	
	<u>100-3250-7010-0000</u>		UTILITIES		452.69	
	<u>100-3250-7010-004X</u>		UTILITIES (IA 4)		26.44	
	<u>100-3250-7010-006B</u>		UTILITIES (IA 6B)		212.51	
	<u>100-3250-7010-008A</u>		UTILITIES (IA 8A)		26.97	
	<u>100-3250-7010-014A</u>		UTILITIES (IA 14A)		14.90	
	<u>100-3250-7010-018X</u>		UTILITIES (IA 18)		63.31	
	<u>100-3250-7010-06A1</u>		UTILITIES (IA 6A1)		90.29	
	<u>100-6000-7010-6025</u>		UTILITIES - CITY HALL		6,118.25	
	<u>100-6000-7010-6031</u>		UTILITIES - CITY HALL BLD		1,656.52	
	<u>100-6000-7010-6032</u>		UTILITIES - CITY HALL BLD		1,656.52	
	<u>100-6000-7010-6040</u>		UTILITIES - POLICE DEPT		4,887.00	
	<u>100-6000-7010-6041</u>		UTILITIES - POLICE ANNEX		863.43	
	<u>100-6000-7010-6055</u>		UTILITIES - FIRE STATION		895.07	
	<u>100-6050-7010-0000</u>		UTILITIES		369.03	
	<u>100-6050-7010-002X</u>		UTILITIES IA 2		128.95	
	<u>100-6050-7010-008C</u>		UTILITIES IA 8C		16.92	
	<u>100-6050-7010-008E</u>		UTILITIES IA 8E		15.05	
	<u>100-6050-7010-014X</u>		UTILITIES IA 14		15.10	
	<u>100-6050-7010-020X</u>		UTILITIES IA 20		13.84	
	<u>100-6050-7010-06A1</u>		UTILITIES IA 6A1		28.02	
	<u>700-4050-7010-0000</u>		UTILITIES		87,210.49	
	<u>750-7000-7010-0000</u>		UTILITIES		2,143.52	
	<u>750-7300-7010-0000</u>		UTILITIES		453.87	
2429	TK ELEVATOR CORP	08/26/2021	Regular	0.00	1,232.48	110006
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3006086211</u>	Invoice	08/26/2021	BUILDING MAINTENANCE	0.00	1,232.48	
	<u>100-6000-7085-6045</u>		BLDG MAINT- COMMUNI		1,232.48	
2456	TURF STAR, INC.	08/26/2021	Regular	0.00	4,697.14	110007
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>3309731-00</u>	Invoice	08/26/2021	EQUIPMENT MAINTENANCE	0.00	4,697.14	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		4,697.14	
2457	TYLER WORKS - TECHNOLOGIES	08/26/2021	Regular	0.00	1,300.00	110008
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>025-343664</u>	Invoice	08/26/2021	SOFTWARE	0.00	1,300.00	
	<u>100-1230-7071-0000</u>		SOFTWARE		1,300.00	
2472	UPS	08/26/2021	Regular	0.00	159.53	110009
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>000087R790180</u>	Invoice	06/30/2021	SHIPPING COSTS	0.00	170.11	
	<u>700-4050-7025-0000</u>		OFFICE SUPPLIES		170.11	
<u>000087R790250</u>	Credit Memo	06/30/2021	SHIPPING COSTS	0.00	-10.58	
	<u>700-4050-7025-0000</u>		OFFICE SUPPLIES		-10.58	
2490	VERIZON BUSINESS SERVICE	08/26/2021	Regular	0.00	1,621.23	110010
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>71922939</u>	Invoice	08/26/2021	PHONE UTILITY	0.00	1,621.23	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		1,621.23	
3422	WAXIE SANITARY SUPPLY	08/26/2021	Regular	0.00	1,381.59	110011

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>80113329</u>	Invoice	06/30/2021	DEPT SUPPLIES	0.00	1,130.67	
	<u>100-6050-7070-5999</u>		SPEC DEPT EXP - ALL PAR		1,130.67	
<u>80138635</u>	Invoice	08/26/2021	OFFICE SUPPLIES	0.00	250.92	
	<u>750-7300-7025-0000</u>		OFFICE SUPPLIES		250.92	
3908	WEST COAST ARBORISTS, INC	08/26/2021	Regular	0.00	1,206.00	110012
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>70735</u>	Invoice	08/26/2021	EMERGENCY SERVICES	0.00	1,206.00	
	<u>100-6050-7068-0000</u>		CONTRACTUAL SERVICES		1,206.00	
2546	WILLDAN ENGINEERING	08/26/2021	Regular	0.00	11,835.00	110013
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>002-24888</u>	Invoice	08/26/2021	FY 21/22 Building Inspector Services, Will	0.00	4,995.00	
	<u>100-2150-7067-0000</u>		INSPECTIONS		4,995.00	
<u>002-24952</u>	Invoice	08/26/2021	FY 21/22 Building Inspector Services, Will	0.00	6,840.00	
	<u>100-2150-7067-0000</u>		INSPECTIONS		6,840.00	
2568	ZERO WASTE USA	08/26/2021	Regular	0.00	151.59	110014
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>428877</u>	Invoice	08/26/2021	DEPT SUPPLIES	0.00	151.59	
	<u>100-6050-7070-5450</u>		SPEC DEPT EXP - STETSON		75.79	
	<u>100-6050-7070-5750</u>		SPECIAL DEPT SUPPLIES {		75.80	
3457	ZONAR SYSTEMS	08/26/2021	Regular	0.00	1,378.62	110015
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>S1517846</u>	Invoice	08/26/2021	VEHICLE MAINTENANCE	0.00	1,378.62	
	<u>760-0000-8040-0000</u>		EQUIPMENT		1,378.62	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	130	57	0.00	459,381.23
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	19	1	0.00	87,949.12
	149	59	0.00	547,330.35

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	130	57	0.00	459,381.23
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	19	1	0.00	87,949.12
	149	59	0.00	547,330.35

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2021	547,330.35
			547,330.35



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, August 17, 2021

Closed Session: 5:00 PM | Regular Meeting: 6:00 PM

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

MINUTES

CLOSED SESSION - 5:00 PM

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 5:00pm

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

Public Comments Regarding Closed Session

No comments.

1. Conference with Legal Counsel Regarding Pending Litigation Pursuant to Government Code Section 54956.9(d)(1) - One Case: United States Bankruptcy Court, Central District of California Re: The Preserve, LLC as Debtor (Case No. 2:10-bk-18429-BB)

No reportable action.

2. Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4) (One potential case)

No reportable action.

3. Conference with Legal Counsel Regarding Anticipated/Existing Litigation – Pursuant to Government Code Section Page 1 of 271 54956.9(d)(1) and/or (2) and/or (3). (Worker's Compensation Case No. COBM-0095)

No reportable action.

4. Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives City Manager Todd Parton and Administrative Services Director Kari Mendoza. Employee Organizations: Beaumont Police Officers Association and SEIU

No reportable action.

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER at 6:00 pm

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

Report out from Closed Session: **See above**

Action on any Closed Session Items: **None**

Action of any Requests for Excused Absence: **None**

Pledge of Allegiance

Invocation

Adjustments to the Agenda: **None**

Conflict of Interest Disclosure: **None**

ANNOUNCEMENTS/ RECOGNITION / 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.

D. Hansen - *Asked questions regarding the developer responsibility for traffic improvements.*

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

Recommended Action:

**Ratify Warrants dated:
July 23, 2021
July 29, 2021
August 5, 2021**

2. Approval of Minutes

Recommended Action:

Approve Minutes dated August 3, 2021.

3. Approve the Fifth Amendment of the Public Works Agreement for Traffic Signal and Emergency Signal Maintenance to Saint Francis Electric, LLC in an Amount not to Exceed \$11,010 for Emergency Services Rendered during Fiscal Year 2020/2021

Recommended Action:

Approve a fifth contract amendment for traffic signal and emergency signal maintenance to Saint Frances Electric, LLC in the amount not to exceed \$11,010 for emergency services rendered during Fiscal Year 2020/2021.

4. Authorize City Staff to Issue a Bond Exoneration Letter for Bond No. 4415087 for Survey Monuments Associated with Parcel Map No. 37045; Authorize City Staff to Issue a Bond Exoneration Letter for Bond No. 929640170 for Survey Monuments Associated with Tract Map No. 31469-10; Authorize City Staff to Issue a Bond Exoneration Letter for Bond No. 30055684 for Survey Monuments Associated with Tract Map No. 37427; and Authorize City Staff to Issue a Bond Exoneration Letter for Bond No. 30055682 for Survey Monuments Associated with Tract Map No. 37428

Recommended Action:

Authorize City staff to issue a Bond Exoneration Letter for Bond No. 4415087 for Survey Monuments associated with Parcel Map No. 37045, Authorize City staff to issue a Bond Exoneration Letter for Bond No. 929640170 for Survey Monuments associated with Tract Map No. 31469-10, Authorize City staff to issue a Bond Exoneration Letter for Bond No. 30055684 for Survey Monuments associated with Tract Map No. 37427, and Authorize City staff to issue a Bond Exoneration Letter for Bond No. 30055682 for Survey Monuments associated with Tract Map No. 37428.

5. Second Amendment to the Professional Services Agreement with Lisa Wise Consulting for the Housing Element Update to Address Newly Released Guidelines for Affirmatively Furthering Fair Housing (AFFH) Components of Housing Elements

Recommended Action:

Approve the Second Amendment to the Professional Services Agreement with Lisa Wise Consulting for an increase of \$11,880 to complete the AFFH component of the Housing Element Update for a total revised contract amount of \$287,345 to be paid entirely through grant funding.

Motion by Council Member Martinez

Second by Council Member Santos

To approve Consent Calendar items 1-5

Approved by a unanimous vote.

6. FY2022 General Fund and Wastewater Fund Budget to Actual through July 2021 and FY2021 Fourth Quarter Pooled Cash Investment Report

Motion by Council Member Santos

Second by Mayor Pro Tem White

To receive and file the attached reports.

Approved by unanimous vote.

PUBLIC HEARINGS

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

7. Conduct a Public Hearing and Consider and Ordinance Rescinding All Prior Approvals for the Legacy Highlands Specific Plan Project

Public Hearing opened at 6:37 pm

D. Golkar - *Gave a background and timeline of events on the project.*

J. Shardlow - *Representing Mr. Golkar further explained the project and requested an expedition of approval of the project and requested a two-week continuance of the item.*

Public Hearing closed at 7:26 pm

Motion by Council Member Fenn

Second by Council Member Martinez

To waive the full first reading and approve by title only, “An Ordinance of the City Council of the City of Beaumont, California, Decertifying the Final Environmental Impact Report; Rescinding Adoption of Findings Statement of Overriding Considerations, Mitigation Monitoring and Reporting Program, Specific Plan No. 07-02, Pre-Zoning Ordinance No. 924, Development Agreement Ordinance No. 925, and Request for the Local Agency Formation Commission to Initiate Annexation Proceedings as to the Legacy Highlands Specific Plan, Site Plan, Land Division, Annexation, Pre-Zoning and Zoning.”

Approved by a unanimous vote.

8. Hold a Public Hearing Regarding California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration Review for the Pennsylvania Avenue Widening Project between First Street and Sixth Street

Public Hearing opened at 7:30 p.m.

Public Hearing closed at 7:31 p.m.

Motion by Council Member Martinez

Second by Mayor Lara

To Adopt a Mitigated Negative Declaration and Mitigation and Monitoring Reporting Program for the Pennsylvania Avenue widening project, and Direct staff to prepare a Notice Determination to be filed with the Riverside County Recorder.

Approved by a unanimous vote.

9. **Public Hearing and Consideration of an Ordinance Amending the Municipal Code Adding Chapter 17.20 “No Net Loss Program” to Ensure Residential Capacity Pursuant to the Provisions of SB330**

Public Hearing opened at 7:36pm

No comments.

Public Hearing closed at 7:36 pm

Motion by Council Member Santos

Second by Council Member Fenn

To waive the first full reading and adopt by title only “An Ordinance of the City Council of the City of Beaumont Amending the Municipal Code to Add Chapter 17.20 Establishing a No Net Loss Program for Residential Capacity Pursuant to the Provisions of SB330.”

Approved by a unanimous vote.

10. Hold a Public Hearing for the Termination of a Moratorium Prohibiting Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities (Including Recreational Vehicles), Truck Stops and Terminals, and Building Storage Yards

Public Hearing opened at 7:47 pm

No comments.

Public Hearing closed at 7:47 pm

Motion by Mayor Pro Tem White

Second by Mayor Lara

To waive the first full reading and adopt by title only “An Ordinance of the City Council of the City of Beaumont Terminating Urgency Ordinance 1111 Imposing a Temporary Moratorium Prohibiting Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities (Including Recreational Vehicles), Truck Stops and

Terminals, and Building Storage Yards Pursuant to Government Code Section 65858 as Extended by Urgency Ordinance 1114.”

Approved by a unanimous vote.

ACTION ITEMS

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

11. Discussion and direction to City Staff on Zoning Standards for Tire Sales and Tire Repair Establishments

Discussion and direction to City staff.

12. Authorize an Amendment to the Agreement for School Resource Officer Services Between the City of Beaumont and Beaumont Unified School District to Add an Additional School Resource Officer Position

Motion by Council Member Fenn

Second by Council Member Santos

To authorize an amendment to the agreement by and between the Beaumont Unified School District in an amount not to exceed \$322,400 and for the Beaumont Police Department to provide one additional trained police officer on a full-time basis as a second School Resource Officer, and approve the budget adjustment to FY2022, adding one additional full-time employee to the Beaumont Police Department.

Approved by a unanimous vote.

13. Approval of a Three-Year Agreement Between the City of Beaumont and Riverside County for an Emergency Services Coordinator with the County of Riverside Emergency Management Department and a Cost Sharing Agreement Between the City of Beaumont and the Beaumont Unified School District

Motion by Mayor Lara

Second by Council Member Martinez

To authorize the City Manager enter into an Agreement for Emergency Services Coordinator between the County of Riverside and the City of Beaumont, and authorize the Mayor to enter into an Agreement for Shared Emergency Services Coordinator between the City of Beaumont and the Beaumont Unified School District.

Approved by a unanimous vote.

14. Acceptance of Grant Funds and Purchase Phase I of Motorola Handheld Radios to be Utilized by the Beaumont Police Department

Motion by Council Member Martinez

Second by Lara

To accept the grant funds by waiving the full reading and adopt by title only, “A Resolution of the City of Beaumont Authorizing the City Manager to Execute Applications and Documents for the Purposes of Obtaining Federal Financial Assistance Provided by the Federal Department of Homeland Security and Sub-Granted Through the State of California and the County of Riverside,” and approve the purchase of 28 portable handheld radios and necessary accessories in the amount of \$252,984.98.

Approve by a unanimous vote.

15. Consideration of a Joint Resolution Between the Cities of Banning, Beaumont, and Calimesa and the Morongo Band of Mission Indians to Work Cooperatively to Create an International Highway 10 Corridor Strategic Plan

Motion by Mayor Lara

Second by Council Member Santos

To waive the full reading and adopt by title only, “A Joint Resolution of the City Councils of the City of Banning, City of Beaumont, and City of Calimesa, and the Morongo Band of Mission Indians to Expand and Diversify the San Gorgonio Pass Regional Transportation System, to Mitigate Environmental Impacts and Support Regional Economic Growth,” and

Authorize Mayor Lara to coordinate with the other entities to secure their approvals.

Approved by a unanimous vote.

16. Cal Cities Annual Conference Resolution Packet

Discussion and consensus by Council on positions towards the presented resolutions. Spoke in opposition of the sales tax resolution, in favor of the railroad maintenance resolution and favor of the transportation resolution.

17. Approval of City Attorney Invoices for the Month of July 2021

Motion by Mayor Pro Tem White

Second by Council Member Martinez

To approve invoices in the amount of \$87,949.12.

Approved by a unanimous vote.

LEGISLATIVE UPDATES AND DISCUSSION

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out

CITY TREASURER REPORT

Finance and Audit Committee Report Out

CITY CLERK REPORT

Gave a report of the Public Records requests for the month of July.

CITY ATTORNEY REPORT

No report

CITY MANAGER REPORT

18. Department Project Schedule Updates - July 2021

FUTURE AGENDA ITEMS

None

COUNCIL REPORTS

Santos - *Attended the Chamber Breakfast*

Fenn - *No report*

Martinez - *Attended the Finance and Audit Committee Meeting*

White - *No report.*

Lara - *Spoke in appreciation of fellow mayors and chairs and looks forward to a good working relationship with the I-10 Corridor Plan.*

ADJOURNMENT at 9:07 pm



Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE: September 7, 2021

SUBJECT: **Second Reading of an Ordinance Terminating Urgency Ordinance 1111 Imposing a Temporary Moratorium Prohibiting Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities (Including Recreational Vehicles), Truck Stops and Terminals, and Building Storage Yards Pursuant to Government Code Section 65858 as Extended by Urgency Ordinance 1114**

Background and Analysis:

On October 15, 2019, City Council adopted Interim Urgency Ordinance No. 1111 to enact a temporary moratorium on public storage facilities, moving and storage establishments, automobile parking facilities, recreational vehicle parking, truck stops and terminals and building storage yards. On November 19, 2019, City Council adopted Ordinance No. 1114 for an extension of ten (10) months and fifteen (15) days of the temporary moratorium.

On October 6, 2020, City Council approved the final extension of one (1) year to Ordinance No. 1111 for a temporary moratorium on public storage facilities, moving and storage establishments, automobile parking facilities, recreational vehicle parking, truck stops and terminals and building storage yards in order to allow City staff to complete the General Plan update which took effect in January 2021.

The final extension allowed City staff to determine the appropriate zoning and development standards for public storage facilities, moving and storage establishments, automobile parking facilities, recreational vehicle parking, truck stops and terminals and building storage yards that are consistent with the goal and policies of the General Plan and the Economic Development Strategic Plan.

In June and July 2021, City Council held a series of public hearings and adopted development standards related to storage facilities and other uses included in the temporary moratorium. On August 3, 2021, the second reading of Chapter 17.11.150

was approved by City Council and will take effect on September 3, 2021. The permitted use table and definitions section of the Beaumont Municipal Code were also amended to reflect Chapter 17.11.150. Each of these items has played a role in preparing to lift the moratorium. The final step in this process is a formal City Council action adopting an ordinance lifting the moratorium.

On August 17, 2021, City Council approved the first reading of the ordinance lifting the moratorium.

Fiscal Impact:

The cost to prepare this item is approximately \$1,000.

Recommended Action:

Waive the second full reading and adopt by title only “An Ordinance of the City Council of the City of Beaumont Terminating Urgency Ordinance 1111 Imposing a Temporary Moratorium Prohibiting Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities (Including Recreational Vehicles), Truck Stops and Terminals, and Building Storage Yards Pursuant to Government Code Section 65858 as Extended by Urgency Ordinance 1114.”

Attachments:

- A. Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, TERMINATING URGENCY ORDINANCE 1111 IMPOSING A TEMPORARY MORATORIUM PROHIBITING PUBLIC STORAGE FACILITIES, MOVING AND STORAGE ESTABLISHMENTS, AUTOMOBILE PARKING FACILITIES (INCLUDING RECREATIONAL VEHICLES), TRUCK STOPS AND TERMINALS AND BUILDING STORAGE YARDS, PURSUANT TO GOVERNMENT CODE SECTION 65858 AS EXTENDED BY URGENCY ORDINANCE 1114.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT, RIVERSIDE COUNTY, STATE OF CALIFORNIA AS FOLLOWS:

SECTION 1. CEQA. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act (“CEQA”) pursuant to 15061(b)(3), CEQA review is not required because there is no possibility that this Ordinance may have a significant effect upon the environment and the proposed text amendments constitute a minor alteration in a land use limitation under CEQA Guidelines Section 15305, and such a land use limitation is a permissible exercise of the City's zoning powers.

SECTION 2. Severability. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

SECTION 3. Prosecution of Prior Ordinances. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City of Beaumont Municipal Code, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

SECTION 4. The City Council hereby terminated Urgency Ordinance 1111 as extended by Urgency Ordinance 1111.

SECTION 5. Effective Date and Publication. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Beaumont, California, approves an amendment to the City Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the 17th day of August, 2021, by the following roll call vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the 7th day of September, 2021.

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Mike Lara, Mayor

Attest: _____
Nicole Wheelwright, Deputy City Clerk

Approved as to form:

John O. Pinkney, City Attorney



Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE: September 7, 2021

SUBJECT: **Second Hearing of an Ordinance Amending the Municipal Code Adding Chapter 17.20 “No Net Loss Program” to Ensure Residential Capacity Pursuant to the Provisions of SB330**

Background and Analysis:

On October 9, 2019, the California Legislature adopted Senate Bill 330 (SB330) which declared a housing crisis in the State of California and imposed certain requirements designed to streamline the construction of new housing. The bill was also aimed at preventing the loss of existing housing and land available for future residential use unless replaced in other areas of the affected jurisdiction to ensure no net loss in residential capacity. SB330 became effective on January 1, 2020.

In compliance with SB330, City staff has prepared an amendment to the municipal code, adding Chapter 17.20 “No Net Loss Program” for SB330. The provisions of Chapter 17.20 ensure that rezoning actions do not result in a net loss of residential capacity within the City of Beaumont. The proposed program creates a mechanism by which the City can approve a less intensive, non-residential use and concurrently make available the residential capacity that would otherwise be lost through the proposed density bonus specified in the program. The City’s Planning Department will publish the number of available units on the City’s website. The proposed Density Bonus Program will allow for developers of land currently zoned Traditional Neighborhood (TN), Residential Multiple-Family (MFR), Downtown Residential Multi-Family (DMF), Sixth Street Mixed Use Residential (SSMU-R) and Transit Oriented Development Overlay (TOD) to request a density bonus subject to the number of units available. In the Residential Traditional Neighborhood (RTN) zone a bonus of up to 10% may be requested. In In the Residential Multiple-Family (MFR), Downtown Residential Multi-Family (DMF), Sixth Street Mixed Use Residential (SSMU-R) or Transit Oriented Development Overlay (TOD) zones a bonus of up to 20% may be requested. If no units are available a density bonus pursuant to this provision may not be requested.

Applications considered through the “No Net Loss Program” shall be considered by the Planning Commission for a recommendation to City Council for final consideration.

The proposed municipal code amendment would establish density bonus provisions to provide that, concurrent with the approval of any change in zone from a residential use to a less intensive or non-residential use, a density bonus would become available to project applicants subsequently seeking to develop property for residential uses within the City. In doing so, the proposed Section 17.20 will ensure that there is no net loss of residential capacity within the City, as required by SB330. This municipal code amendment would create a “No Net Loss Program” available to developers of multi-family residential housing dwelling units in the above referenced zones.

Fiscal Impact:

The cost to research the staff report and supporting documents is approximately \$1,250.

Recommended Action:

Waive the second full reading and adopt by title only “An Ordinance of the City Council of the City of Beaumont Amending the Municipal Code to Add Chapter 17.20 Establishing a No Net Loss Program for Residential Capacity Pursuant to the Provisions of SB330.”

Attachments:

- A. Ordinance
- B. Municipal Code Chapter 17.20
- C. SB330

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF BEAUMONT, CALIFORNIA, AMENDING THE
MUNICIPAL CODE TO ADD CHAPTER 17.20
ESTABLISHING A NO NET LOSS PROGRAM FOR
RESIDENTIAL CAPACITY PURSUANT TO THE
PROVISIONS OF SB330.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT,
RIVERSIDE COUNTY, STATE OF CALIFORNIA AS FOLLOWS:

SECTION 1. CEQA. The City Council hereby finds and determines that pursuant to Section 15378 of the California Environmental Quality Act, the proposed amendments to the Municipal Code are procedural in nature and would not involve any change to land use or development standards, thus there is no potential for these Municipal Code changes to either directly or indirectly result in a physical impact on the environment. Therefore, the proposed amendments are not a project under the California Environmental Quality Act.

SECTION 2. SEVERABILITY: The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

SECTION 3. FINDINGS: On October 9, 2019, the California Legislature adopted Senate Bill 330 (SB330) which, among other things, adopted Government Code Section 66300, declared a housing crisis in the State of California and imposed certain requirements designed to streamline the construction of new housing, and prevent the loss of existing housing and land available for future residential use, unless replaced in other areas of the affected jurisdiction to ensure no net loss in residential capacity. SB330 became effective on January 1, 2020; and

In pertinent part, Government Code section 66300(h)(2)(i)(1) provides as follows:

"This section does not prohibit an affected ... city from changing a land use designation or zoning ordinance to a less intensive use if the city ... concurrently changes the development standards, policies, and conditions applicable to other parcels within the

jurisdiction to ensure that there is no net loss in residential capacity."

The City desires to adopt this Ordinance in order to ensure its compliance with SB330 and to accomplish this goal and ensure compliance with SB330, the City desires to amend Chapter 17 Zoning Code to add Section 17.20 and establish a no Net Loss Program for certain residential projects; and

The proposed Chapter 17.20 will provide that, concurrent with the approval of any change in zone from a residential use to a less intensive or non-residential use, a density bonus will become available to project applicants subsequently seeking to develop property for residential use within the City. In doing so, the proposed Section will ensure that there is no net loss of residential capacity within the City as required by SB330; and

Pursuant to Section 15378 of the California Environmental Quality Act, a 'Project' means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. A project does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment and the proposed amendments are therefore not a project under the California Environmental Quality Act.

SECTION 4. PURPOSE: The purpose of this Ordinance is to maintain City's compliance with SB330 and ensure the concurrent replacement of housing capacity which may be decreased by projects requesting rezoning of residential properties.

SECTION 5. AUTHORITY: This Ordinance is adopted pursuant to the authority granted by Article 11, Section 7 of the Constitution of the State of California and California Government Code Section 37100. The Ordinance is not intended to be duplicative of state law or be preempted by state legislation.

SECTION 6. MUNICIPAL CODE AMENDED: The City Council hereby amends Title 17, to include Chapter 17.20 entitled "No Net Loss Program" to the City of Beaumont Municipal Code to read as specifically set forth in Exhibit "A", which Exhibit is attached hereto and made a part hereof.

SECTION 7. EFFECTIVE DATE: The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

NOW, THEREFORE, BE IT ORDAINED the City Council of the City of Beaumont, California, approves an amendment to the City Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the 17th day of August 2021, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of
Beaumont, California, held on the 7th day of September 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

Mike Lara, Mayor

Attest:

Nicole Wheelwright, Deputy City Clerk

Approved as to form:

John O. Pinkney, City Attorney

Chapter 17.20

No Net Loss Program

Sections:

17.20.010	Purpose and authority.
17.20.020	Definitions.
17.20.030	Requirements.
17.20.040	Types of bonuses and incentives allowed.
17.20.050	Development standards.
17.20.060	Processing of No Net Loss Program density bonus requests.
17.20.070	No Net Loss Program density bonus agreement.
17.20.080	Implementation.
17.20.090	Fee

17.20.010- Purpose and authority

The City desires to ensure its compliance with SB330 and establish a no Net Loss Program for certain residential projects. This Chapter provides, concurrent with the approval of any change in zone from a residential use to a less intensive or non-residential use, a density bonus will become available to project applicants subsequently seeking to develop property for residential use within the City. In doing so, the proposed Section will ensure that there is no net loss of residential capacity within the City as required by SB330.

On October 9, 2019, the California Legislature adopted Senate Bill 330 (SB330) which, among other things, adopted Government Code Section 66300, declared a housing crisis in the State of California and imposed certain requirements designed to streamline the construction of new housing, and prevent the loss of existing housing and land available for future residential use, unless replaced in other areas of the affected jurisdiction to ensure no net loss in residential capacity. SB330 became effective on January 1, 2020.

17.20.020 Definitions.

Except as otherwise expressly set forth herein, the following words and terms as used in this Chapter shall have the following meanings:

Community Development Director means the Community Development Director of the City.

Density Bonus. A density increase of up to those percentages above the otherwise maximum residential density as specified in this Chapter.

Density Bonus Housing Agreement. A legally binding agreement between a developer of a Housing Development and the City containing such terms and conditions as determined by the City Attorney, which ensures that the requirements of this Chapter are satisfied.

Density Bonus Units. Those residential units granted pursuant to the provisions of this Chapter, that exceed the maximum residential density for the development site and that are available in the Unit Bank.

Housing Development. Construction projects consisting of five or more residential units or Lots, including single-family and multifamily, that are proposed to be constructed pursuant to this chapter.

Maximum Residential Density. The maximum number of residential units permitted by the City's General Plan Land Use Element and Zoning Code, applicable to the subject property at the time an application for the construction of a Housing Development is deemed complete by the City, excluding the additional units permitted by this Chapter.

Lot. (1) a Lot when shown as a delineated Lot of land with a number or other designation on a parcel map or tract map and not to be used for the common benefit of other Lots recorded in the Office of the County Recorder of Riverside County and legally created under the Subdivision Map Act ; (2) a Lot of land held under separate ownership from adjacent property that constitutes a legal lot under applicable Law.

Unit Bank. The number of units available to the No Net Loss Program as a result of a change of zone from a residential use to a less intensive residential use or a non-residential use. The Community Development Director, or his or her designee, shall have the sole authority to administer and maintain the Unit Bank balances, credits and availability as he or she determines, which determination shall be final.

10.20.030 – Requirements.

The City shall grant a density bonus through the No Net Loss Program to projects which meet the following criteria:

- A. The project is on a parcel of at least one acre, *or* the applicant is processing an application concurrently with a parcel merger of two or more Lots or more which will create a Lot of not less than one-acre.
- B. The project takes place in one of the following zones:
 - a. Traditional Neighborhood (TN)
 - b. Residential Multiple-Family (MFR)
 - c. Downtown Residential Multi-Family (DMF)
 - d. Sixth Street Mixed Use Residential (SSMU-R)

- e. Transit Oriented Development Overlay (TOD)
- C. In determining the number of Density Bonus Units to be granted pursuant to this Section, the maximum allowable residential density for the site shall be computed as follows:
 - a. In the Traditional Neighborhood (TN) zone the total number of dwelling units allowed under this program shall be calculated by multiplying the maximum density allowed under the applicable zoning designation and multiplying the result by 1.1 for a 10 percent density bonus.
 - b. In the Residential Multiple-Family (MFR), Downtown Residential Multi-Family (DMF), Sixth Street Mixed Use Residential (SSMU-R) or Transit Oriented Development Overlay (TOD) zones, the total number of dwelling units allowed under this program shall be calculated by multiplying the maximum density allowed under the applicable zoning designation and multiplying the result by 1.2, for a 20 percent density bonus.
 - c. Density bonuses in the No Net Loss Program can be combined with other density bonus programs as established in Chapter 17.10 of the Beaumont Municipal Code or with a program in the City's Housing Element.
 - d. In no case shall the number of Density Bonus Units awarded under the No Net Loss Program exceed the number of units in the Unit Bank.
 - e. In no case shall the total number of units awarded under any density bonus program exceed 100 percent of those available under Chapters 17.10 and 17.20.
- D. A Density Bonus Agreement shall be required for any project seeking a density bonus as part of the No Net Loss program.

17.20.040 – Types of bonuses and incentives allowed.

- A. *Density Bonus.* The density bonus allowed by this Chapter shall consist of those density increases specified in Section 17.20.030 above the maximum residential density applicable to the site as of the date of the project land use permit application.
- B. *Mixed use zoning* allows the Housing Development to include nonresidential uses. Approval of mixed-use activities in conjunction with the No Net Loss program is permissible if authorized elsewhere under the Beaumont Municipal Code and subject to those requirements.. A density bonus will be granted only for the residential portion of a mixed use development.

17.20.050 – Development Standards.

All development standards for the base zone and/or overlay district shall be met. Granting of a density bonus does not constitute approval of or grounds for modification or waiver of any development standard or other requirement of the Beaumont Municipal Code.

17.20.060 – Processing of No Net Loss Program density bonus requests.

A Master Planning Application shall be submitted for any No Net Loss program project. A density bonus request pursuant to this Chapter shall be noted on the application and processed as part of the application for development. The process for obtaining preliminary approval of the Density Bonus Housing Agreement, shall be as follows:

A. *Filing.* An applicant proposing a Housing Development pursuant to this chapter shall submit an application for a Density Bonus Housing Agreement as part of the submittal of any formal request for approval of a Housing Development. The application, whether a pre-application or a formal application, shall include:

1. A brief description of the proposed Housing Development, including the total number of units, and Density Bonus Units proposed;
2. The zoning and General Plan designations and assessor's parcel number(s) of the project site;
3. A vicinity map and preliminary site plan, drawn to scale, including building footprints, driveways, and parking layout; and
4. If an additional incentive or program available under the Beaumont Municipal Code or the Housing Element is requested, a description of why the additional incentive or program is applicable to the Density Bonus Units.
5. Any additional information and submittal requirements as noted on the Master Planning Application.

B. *Review of No Net Loss Program Request.*

1. Within 90 days of receipt of the application for a No Net Loss Program the City shall provide to an applicant a letter, which identifies project issues of concern, and the procedures for compliance with this Chapter.
2. If additional incentives are requested under Chapter 17.10 of the Housing Element, the

Community Development Director shall inform the applicant that the requested additional incentives are or are not available thereunder for the proposed development and provide justification for said recommendation.

17.20.070 – No Net Loss Program density bonus agreement.

A. The terms of the draft density bonus agreement (the "agreement") shall be reviewed and revised as appropriate by the Community Development Director and the City Attorney who shall formulate a recommendation to the Planning Commission for review and the City Council for final approval.

B. At a minimum, the agreement shall include the following:

1. The total number of units proposed within the Housing Development;
2. A schedule for completion and occupancy of the units;
3. A description of any additional incentive being provided by the City under Chapter 17.10 or the Housing Element;
4. A description of remedies for breach of the agreement by either party; and
5. Any other provisions to ensure implementation and compliance with this chapter and other density bonus provisions established in Chapter 17.10 or in the City's Housing Element, as applicable, including but not limited to:
 - a. A description of the household income group to be accommodated by the Housing Development, and the standards for determining the corresponding affordable rent or affordable sales price and housing cost;
 - b. The location, unit sizes (square feet), and number of bedrooms of Target Units, as that term is defined in Chapter 17.10.020 c. Tenure of use restrictions for Target Units;

17.20.080 - Implementation.

- A. The provisions of this Chapter shall be administered by the Community Development Department. Project approval processes are established in Beaumont Municipal Code Chapter 17.02 entitled Administration and Enforcement.
- B. Projects requesting density bonus through the No Net Loss Program are subject to processing through both Beaumont Municipal Code Chapter 17.02 entitled Administration and Enforcement and the requirements in this Chapter.

17.20.0090 - Fee.

The City Council has set by resolution application fees for the submissions required by this Chapter. The fees set by the resolution of the City Council with regards to this section shall not exceed the amount reasonably necessary for the City to perform the services provided under this Chapter.



Staff Report

TO: Mayor and City Council
FROM: Sean Thuilliez, Chief of Police
DATE: September 7, 2021
SUBJECT: Edward Byrne Memorial Justice Assistance Grant Program Fiscal Year 2021 Interlocal Agreement

Background and Analysis:

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for the 2021 FY Edward Byrne Memorial Justice Assistance Grant (JAG) Program (Attachment A). This program assists state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government under the FY 2021 JAG Program Local Solicitation.

In general, JAG funds awarded to a unit of local government under this FY 2021 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including any one or more of the following:

- Law enforcement programs,
- Prosecution and court programs,
- Prevention and education programs,
- Corrections and community corrections programs,
- Drug treatment and enforcement programs,
- Planning, evaluation, and technology improvement programs,
- Crime victim and witness programs (other than compensation), and
- Mental health programs and related law enforcement and corrections programs.

City staff is seeking City Council approval to enter into an interlocal agreement between Riverside County and the City of Beaumont to seek JAG funds in the amount of \$12,073

(Attachment B). \$310 will be allocated towards required National Incident Based Reporting System (NIBRS) training, and \$1,208 will be allocated to Riverside County for providing administrative services for the FY2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program (Attachment C).

Fiscal Impact:

The grant funds will be deposited into the Grant Fund Account and any costs or fees associated with the purchases will be utilized from the expense account 240-0000-4455-0000.

Recommended Action:

Authorize City staff to apply for the FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) program.

Authorize the City Manager to execute an interlocal agency agreement between the County of Riverside and the City of Beaumont to seek JAG funds.

Attachments:

- A. Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2021 Solicitation.
- B. Interlocal Agreement
- C. JAG Grant Budget FY 2021

OMB No. 1121-0329
Approval Expires 11/30/2020



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

BJA FY 2021 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation

Assistance Listing Number # 16.738

Grants.gov Solicitation Number: O-BJA-2021-135004

Solicitation Release Date: June 08, 2021 5:00 PM

Grants.gov Deadline: July 26, 2021 11:59 PM

Application JustGrants Deadline: August 09, 2021 11:59 PM

Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for funding for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal law enforcement efforts to prevent or reduce crime and violence.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

Solicitation Category

Competition ID	Category	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2021-00149-PROD	Category 1 - Applicants with eligible allocation	603	\$45,735,895.00	10/1/2020 12:00 AM	24

Competition ID	Category	Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
	amounts of less than \$25,000				
C-BJA-2021-00150-PROD	Category 2 - Applicants with eligible allocation amounts of \$25,000 or more	582	\$44,143,102.00	10/1/2020 12:00 AM	48

Eligibility (Who may apply):

- Units of local government
- Other

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff. The expected eligible allocations by state for the fiscal year (FY) 2021 JAG Program can be found at: <https://bja.ojp.gov/program/jag/fy-2021-allocations>.

Eligible allocations under JAG are posted annually on the JAG web page. See the allocation determination and Units of Local Government requirements section for more information.

Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Agency Contact Description

For technical assistance with submitting the **SF-424** and **SF-LLL** in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support web page](https://www.grants.gov/customer-support), or email at support@grants.gov. The Grants.gov Support Hotline operates 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in DOJ’s Justice Grants System (JustGrants), contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175. The JustGrants Service Desk operates 5 a.m. to 9 p.m. eastern time, Monday–Friday, and 9 a.m. to 5 p.m. Saturday, Sunday, and federal holidays.

An applicant that experiences unforeseen Grants.gov or JustGrants technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service Response Center (Response Center) at grants@ncjrs.gov

within 24 hours after the application deadline to request approval to submit its application after the deadline.

For assistance with any other requirements of this solicitation, contact the Response Center by telephone at 800–851–3420 or TTY: 301–240–6310 (hearing impaired only) or by email at grants@ncjrs.gov. Response Center hours of operation are 10 a.m. to 6 p.m. eastern time Monday through Friday, and 10 a.m. to 8 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA [grant manager](#).

Submission Information

In FY 2021, applications will be submitted to DOJ in a **NEW** two-step process.

Step 1: Applicants will submit an **SF-424 and an SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html>. To register in Grants.gov, applicants will need to obtain a Data Universal Numbering System (DUNS) and System for Award Management (SAM) registration or renewal.

Step 2: Applicants will submit the **full application**, including attachments, in JustGrants at <https://justicegrants.usdoj.gov/>.

To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline.

OJP encourages applicants to review the “How to Apply” section in the [OJP Grant Application Resource Guide](#).

Edward Byrne Memorial Justice Assistance Grant Program

FY 2021 Local Formula Grant Solicitation

CFDA # 16.738

Program Description

Overview

The Department of Justice is committed to advancing work that promotes civil rights, increases access to justice, supports crime victims, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government as described in this FY 2021 JAG Program Local Solicitation. (BJA will issue a separate solicitation for states.)

Statutory Authority

The JAG Program is authorized by Title I of Pub. L. No. 90-351 (generally codified at [34 U.S.C. 10151-10726](#)), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Program-specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the [JAG Technical Report](#). Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which, in general, consists of:

- (1) Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
- (2) Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
- (3) Dividing each state's final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
- (4) Determining unit of local government award allocations, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local

Solicitation) for a JAG award. If the “eligible award amount” for a particular unit of local government, as determined on this basis, is less than \$10,000, however, the funds are not made available for a direct award to that particular unit of local government, but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the [JAG web page](#). Award allocations are determined by a four-step statutory formula. Additional information can be found on the [JAG Resource Page](#) or the [JAG Technical Report](#).

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). Units of local government identified by BJA as disparate must select a fiscal agent that will submit a joint application for the allocation to include all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility on the [JAG web page](#), an applicant should click on its respective state and note the following regarding the state’s allocation table:

- (1) Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
- (2) Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required MOU.
- (3) Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2021 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following program areas:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)

- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

Note that the statute defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies, and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

BJA Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local law enforcement. BJA intends to focus much of its work on: Restoring Justice – Support for State, Local, Tribal, and Territorial Administration (SLTT) of Criminal Justice; Community Violence Intervention; Law Enforcement Accreditation, Policy Development, and Training; Technologies to Support Transparency and Information Sharing between Law Enforcement and Communities; Sustaining COVID-19 Criminal Justice Innovations; and Innovative Forensic Technologies such as Rapid DNA for Booking Stations. BJA encourages each state recipient of an FY 2021 JAG award to join federal law enforcement agencies across the board in addressing these challenges. Additional details on the BJA areas of emphasis can be found below:

- Restoring Justice – Support for SLTT Administration of Criminal Justice
In March 2020, SLTT governments began implementing various community mitigation policies to prevent and reduce the spread of COVID-19. As a part of these restrictions, throughout the country, courts at every level were forced to cancel or significantly scale back proceedings, which commonly included suspending in-person hearings, granting extensions of court deadlines and waivers of speedy trials, restricting access to court buildings, and postponing jury trials. This created a backlog of cases, which has impacts on criminal court operations and court staff, victims and witnesses, as well as defendants. BJA encourages state and local jurisdictions to invest JAG funds in efforts to restore justice by addressing this backlog. This could include purchase of technology to enhance the use of virtual tools to conduct outreach to witnesses and defendants, as well as for hearings and status conferences, staffing, and enhancing access to services; resources to assist the jurisdiction to develop or enhance its case management system to assess and work to eliminate the backlog of cases; building tools to support diversion and alternatives to incarceration as part of the review of backlogged cases; and technology and equipment to retrofit court houses and staff to mitigate risks to staff and those coming to court.
- Community Violence Intervention
Cities across the U.S. are experiencing a historic spike in homicides and gun violence that disproportionately impacts people of color. The recent high-profile mass shootings in Boulder (taking the lives of 10 individuals) and Atlanta (taking the lives of eight individuals, including six Asian American women) underscored the relentlessness of this epidemic. As a result, the Biden-Harris Administration and Department of Justice are undertaking a number of steps to keep guns out of the hands of criminals, reduce the risk of gun violence, and prioritize investment in community violence intervention (CVI). There are [proven](#) CVI strategies for reducing gun violence through tools other than

incarceration. For example, violence interruption programs deploy trusted messengers to work directly with individuals most likely to commit gun violence, intervene in conflicts, and connect people to social and economic services to reduce the likelihood of gun violence as an answer. Hospital-based violence interventions engage people who have been shot while they are still in the hospital, connecting them to services to decrease the likelihood that they commit gun violence or are victimized in the future. BJA encourages state and local jurisdictions to invest JAG funds to tailor programs and responses to CVI in an effort to build strong, sustained partnerships with community residents and organizations to support CVI work in communities most impacted by violent crime. CVI strategies will be highlighted on [BJA's National Training and Technical Assistance Center \(NTTAC\) website](#), and jurisdictions looking to implement those strategies can request training and technical assistance (TTA) on the [NTTAC website](#) as well.

- Law Enforcement Accreditation, Policy Development, and Training
The calls for police reform continue to grow, with an emphasis on protecting the sanctity of life and eliminating systemic biases, implicit or otherwise. In particular, racial profiling and related bias are particularly pernicious as they deprive communities of color of basic constitutional protections and erode confidence in policing — an essential cornerstone for crime reduction and safe communities. BJA encourages state and local jurisdictions to utilize JAG funds for the purposes of law enforcement accreditation, and developing and maintaining policies and law enforcement training focused on addressing those areas most likely to promote trust, transparency, and accountability, including use of force, racial profiling, implicit bias, procedural justice, and duty to intervene.
- Technologies to Support Transparency and Information Sharing between Law Enforcement and Communities
This will focus on software/hardware solutions designed to enhance agency transparency with the capability of facilitating information sharing with the public, promoting an agency's work, and developing data-driven programs that improve public safety and build trust. Examples could include the sharing of information about crime statistics, locations of criminal activity, aggregated information regarding internal affairs complaints, resolution of cases and issues in the community, support for community surveys, and outreach to residents to gather their feedback.
- Sustaining COVID-19 Criminal Justice Innovations
As a result of the COVID-19 pandemic, SLTT criminal justice agencies made strides to create innovative ways to administer justice while balancing the need to mitigate the coronavirus and maintain social distancing. While many of these innovations had an upfront cost, they will prove to be cost saving and efficient over time. For example, correctional facilities have enabled virtual programming, education, medical appointments, and family visits, as well as increased and enhanced the use of electronic monitoring. Police departments have hosted virtual community engagement events and opportunities, and courts and community corrections have increased the use of virtual staffing, status hearings, client visits, and access to treatment and support services. In addition, resources have supported the purchase of technology like headsets and hotspots to ensure confidentiality of defense counsel with clients, as well as partnerships with community partners to host outdoor events like drug court graduations. It is important for SLTT agencies to sustain these cost-saving efficiencies that resulted from the COVID-19 pandemic. As such, BJA encourages SLTT agencies to utilize JAG funds for these sustainment activities.
- Innovative Forensic Technologies such as Rapid DNA for Booking Stations

Rapid DNA, or Rapid DNA analysis, is a term used to describe the fully automated (hands free) process of developing a DNA profile from a reference sample mouth swab in 1-2 hours without the need of a DNA laboratory and without any human intervention. The overall goal of the Rapid DNA initiative is to immediately enroll qualifying arrestees in CODIS and search unsolved crimes of special concern in near real time during the [booking process](#). The FBI worked with numerous stakeholder groups to develop [Standards for the Operation of Rapid DNA Booking Systems by Law Enforcement Booking Agencies](#), the corresponding [Audit Document](#) for these standards, and the [National Rapid DNA Booking Operational Procedures Manual](#) for the FBI approval and operation of the Rapid DNA devices in booking agencies. Below is an abbreviated list of prerequisites for federal, state, and local booking agencies to participate in Rapid DNA:

- The state must have implemented an arrestee DNA collection law that authorizes DNA sample collection from a person arrested for a specified offense at the time of arrest and for which there are no additional requirements (i.e., determination of probable cause) for the analysis of that arrestee DNA sample. Federal booking agencies already meet this prerequisite.
- Electronic Fingerprint (Live Scan) integration during the booking process for obtaining State Identification Numbers (SID) (UCN for federal booking agencies) from the State Identification Bureau (FBI for federal) in near real time.
- The booking agency must have network connectivity with the State Identification Bureau (SIB)/CJIS Systems Agency (CSA).
- The booking agency and/or state must technically integrate Rapid DNA within their automated fingerprint process in a way that must ensure only qualifying arrestees are processed.

It will be critical for booking agencies to work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see [National Rapid DNA Booking Operational Procedures Manual](#)). BJA encourages those states with arrestee DNA collection laws that meet the prerequisites above to consider using JAG funds to implement Rapid DNA technology (or the defined prerequisites above, such as Live Scan integration) in booking stations within their states.

Additional Uses of JAG Funds

JAG funds awarded to a unit of local government under this FY 2021 solicitation may be used to:

- Enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 et seq. and/or improve the functioning of the criminal justice system, with emphasis on violent crime and serious offenses, by providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws, and assist the victims of such crimes (other than compensation).
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones by detainees and inmates. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).

- To purchase fentanyl detection equipment and training for law enforcement safety, as well as naloxone distribution.
- To purchase drug detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Additionally, JAG funds awarded under this FY 2021 solicitation may be used for any purpose indicated here:
<https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-use-of-funds.pdf>.

Limitations on the Use of JAG Funds

Administrative Costs

Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting

JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available. See the [JAG FAQs](#) for examples of supplanting. Although supplanting is prohibited, the leveraging of federal funding is encouraged.

Matching Funds

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited Expenditures and Associated Procedures under JAG

JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out at [34 U.S.C. § 10152](#). JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, JAG funds may not be used (directly or indirectly) to pay for any of the following items unless DOJ certifies that extraordinary and exigent circumstances exist making them essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar matters

*Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.

The JAG statute, 34 U.S.C. §§ 10151-10158, specifically identifies a list of prohibited items, including unmanned aircraft, unmanned aerial vehicles, and unmanned aerial systems, which cannot be purchased with JAG funds unless the BJA Director certifies that extraordinary and exigent circumstances exist that make the use of such funds to purchase these prohibited items essential to the maintenance of public safety and good order. Additional information on prohibited expenditures under JAG, including the process to obtain prior approval to purchase a prohibited item(s), can be found within the [JAG Prohibited Expenditures Guidance](#) or within the [JAG FAQs](#) document (see Use of Funds section).

Other Program Requirements

Trust Fund — States (or State Administering Agencies) or units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).

Certifications and Assurances by the Chief Executive of the Applicant Government (which incorporates the 30-day governing body review requirement) — A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor or chairman) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at: <https://bja.ojp.gov/program/jag/certifications-assurances>. Please note that this certification takes the place of the review narrative attachment and contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

OJP will not deny an application for an FY 2021 award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances, properly executed by the chief executive of the unit of local government (e.g., mayor or chairman).

Body-Worn Cameras (BWCs) — A JAG award recipient that proposes to use FY 2021 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-21-jag-body-worn-camera-policy-cert.pdf>.

A JAG award recipient that proposes to use funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the JAG award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request.

The BJA BWC Tool Kit provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the Body-Worn Camera Policy and Implementation Program (BWCIPI). BWCIPI allows jurisdictions to develop and implement policies and practices required for effective program adoption, and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data

storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the BWC Program web page for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor — Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards. In addition, body armor purchased must be made in the United States. Finally, body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of: (1) correctly sized panels and carrier determined through appropriate measurement, and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be “uniquely fitted” does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the [Standard Practice for Body Armor Wearer Measurement and Fitting of Armor](#) (Active Standard ASTM E3003) at no cost. The [Personal Armor Fit Assessment checklist](#) is excerpted from ASTM E3003.

A JAG award recipient that proposes to use FY 2021 award funds to purchase body armor must provide OJP with a certification(s) that each law enforcement agency receiving body armor has a written “mandatory wear” policy in effect. See [34 U.S.C. § 10202\(c\)](#). The certification form related to mandatory wear can be found at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-21-jag-body-armor-mandatory-wear-cert.pdf>. Note: A JAG award recipient that proposes to use funds for the purchase of body armor will have funds withheld until the required certification is submitted and approved by OJP. If the JAG award recipient proposes to change project activities to utilize funds for the purchase of body armor after the award is accepted, the award recipient must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the JAG award recipient must collect a completed mandatory wear certification from the proposed subrecipient. Any such certifications must be maintained by the JAG award recipient and made available to OJP upon request.

A mandatory wear concept and issues paper and a model policy are available from the Bulletproof Vest Partnership (BVP) Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1–877–758–3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found at <https://bja.ojp.gov/program/jag/frequently-asked-questions>.

Apart from the JAG Program, BJA provides funds under the Bulletproof Vest Partnership Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the [BVP web page](#). JAG award recipients should note, however, that funds may not be used as any part of the 50 percent match required by the BVP Program.

Interoperable Communications — Units of local government (including any subrecipients) that

are using FY 2021 JAG funds for emergency communications activities should comply with the *SAFECOM Guidance for Emergency Communication Grants (SAFECOM Guidance)*, including provisions on technical standards that ensure and enhance interoperable communications. The *SAFECOM Guidance* is an essential resource for entities applying for federal financial assistance for emergency communications projects. It provides general information on eligible activities, technical standards, and other terms and conditions that are common to most federal emergency communications programs. Specifically, the *SAFECOM Guidance* provides guidance to applicants on:

- Recommendations for planning, coordinating, and implementing projects
- Emergency communications activities that can be funded through federal grants
- Best practices, policies, and technical standards that help to improve interoperability
- Resources to help grant recipients comply with technical standards and grant requirements

SAFECOM Guidance is recognized as the primary guidance on emergency communications grants by the Administration, Office of Management and Budget, and federal grant program offices. The Cybersecurity and Infrastructure Security Agency (CISA) updates the document every year in close coordination with federal, state, local, tribal, and territorial stakeholders and partners. *SAFECOM Guidance* is applicable to all federal grants funding emergency communications. The most recent version of the *SAFECOM Guidance* is available at: <https://www.cisa.gov/safecom/funding>.

Additionally, emergency communications projects funded with FY 2021 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with FY 2021 JAG Program funding should be identified during the quarterly performance measurement reporting.

Further, information-sharing projects funded with FY 2021 JAG funds must comply with DOJ's [Global Justice Information Sharing Initiative](#) guidelines, as applicable, in order to promote information sharing and enable interoperability among disparate systems across the justice and public safety communities. Recipients (and subrecipients) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp_grantcondition. Recipients (and subrecipients) will be required to document their planned approaches to information sharing, describe their compliance with GSP, and document an appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database — If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the FBI) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

Entry of Records into State Repositories — As appropriate and to the extent consistent with law,

a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to National Instant Criminal Background Check System (NICS) determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

Potential Set-Asides and/or Funding Reductions

National Incident-Based Reporting System 3 Percent Set-Aside

In FY 2016, the FBI formally announced its intention to sunset the Uniform Crime Reporting (UCR) Program's traditional Summary Reporting System (SRS) and replace it with the UCR Program's National Incident-Based Reporting System (NIBRS). As of January 1, 2021, the FBI's NIBRS is the law enforcement crime data reporting standard for the nation, and SRS data are no longer accepted by the UCR Program. By statute, JAG Program awards are calculated using summary Part 1 violent crime data from the FBI's UCR Program. (See [34 U.S.C. § 10156](#).) Eventually, JAG Program awards will be calculated using NIBRS data and NIBRS compliance will impact JAG Program eligibility.

Beginning in FY 2018, BJA required, through the application of an award condition, direct JAG award recipients not certified by the FBI as NIBRS compliant to set aside 3 percent of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements under the UCR Program. The 3 percent set-aside will continue in FY 2021 to help ensure remaining states and units of local government become NIBRS compliant.

Units of local government must clearly indicate in their application narratives and budgets what projects will be supported with this 3 percent set-aside.

The following are examples of costs and projects relating to NIBRS implementation at the state or local level that could be funded under the JAG Program: software, hardware, and labor that directly support or enhance a state or agency's technical capacity for collecting, processing, and analyzing data reported by local law enforcement (LE) agencies and then submitting NIBRS data to the FBI; training personnel responsible for the state's Incident-Based Reporting (IBR) program on receiving, processing, analyzing, and validating incident-based data from local LE agencies in their state; training local agencies on how to collect and submit NIBRS data; and technical assistance for LE agency personnel responsible for (1) managing the agency's crime incident data, (2) processing and validating the data, and (3) extracting and submitting IBR data to the state UCR Program according to the state's standard and/or directly to the FBI according to the NIBRS standard.

BJA will waive the set-aside requirement for units of local government that have been certified as NIBRS compliant by the FBI as of the posting date of the Local JAG Program solicitation. Units of local government that achieve full compliance with NIBRS after receiving an award should email evidence of NIBRS compliance (written documentation from the FBI that certifies NIBRS compliance) to their State Policy Advisor listed in the JustGrants System. Upon review of the documentation submitted, BJA will confirm the NIBRS compliance and then take the necessary action to clear any withholding special condition associated with the NIBRS set-aside requirement. Units of local government must retain documentation on file that demonstrates the FBI certification of NIBRS compliance. Such documentation must be made available for BJA review upon request. If approved, units of local government will not be subject to the 3 percent

set-aside requirement.

Goals, Objectives, and Deliverables

Goals

In general, the FY 2021 JAG Program is designed to provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to their criminal justice needs.

Objectives

The objectives are directly related to the JAG Program accountability measures described at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf> and demonstrate the results of the work completed, as discussed under What an Application Should Include.

The goals and objectives are directly related to the performance measures that demonstrate the results of the work completed, as discussed under the Application and Submission Information section.

Deliverables

A unit of local government that receives an FY 2021 JAG award will be required to produce various types of reports, including quarterly financial reports, quarterly performance reports, and semiannual progress reports in JustGrants.

Evidence-based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policymaking and program development in criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. For additional information, see the [OJP Grant Application Resource Guide](#) section entitled "Information Regarding Potential Evaluation of Programs and Activities."

Federal Award Information

Total number of awards BJA expects to make: 1,185 potential awards
 Maximum dollar amount for each award: \$4,095,916 (New York City)
 Total amount to be awarded under solicitation: \$89,878,997
 Period of performance start date: October 1, 2020
 Period of performance duration: 24–48 months

Category 1 – Eligible Allocation Amounts of Less than \$25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the grant end date and will be automatically granted upon request.

Category 2 – Eligible Allocation Amounts of \$25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of the Bureau of Justice Assistance and must be requested via JustGrants no fewer than 30 days prior to the grant end date.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Availability of Funds

This solicitation, and awards (if any are made) under this solicitation, are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

The allocations by state for the FY 2021 JAG Program can be found at: <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/FY21-State-JAG-Allocations.pdf>.

Type of Award

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants (and cooperative agreements).

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. The “Part 200 Uniform Requirements” means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200. See [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

This solicitation expressly modifies the [OJP Grant Application Resource Guide](#) by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the [OJP Grant Application Resource Guide](#).

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Pre-agreement Costs (also known as Pre-award Costs)

See the [OJP Grant Application Resource Guide](#) for information on Pre-agreement Costs (also known as Pre-award Costs).

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

See the [OJP Grant Application Resource Guide](#) for information on Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.

Costs Associated with Language Assistance (if applicable)

See the [OJP Grant Application Resource Guide](#) for information on Costs Associated with Language Assistance.

Eligibility Information

For eligibility information, see the solicitation cover page.

For information on cost sharing or matching requirements, see Federal Award Information.

Application and Submission Information

Content of Application Submission

See the Application Elements and Formatting Instructions section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements or that is nonresponsive to the scope of the solicitation.

Information to Complete the Application for Federal Assistance (Standard Form (SF)-424) in Grants.gov.

The SF-424 will be submitted in Grants.gov. The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

In Section F of the SF-424, please include the name and contact information of the individual **who will complete application materials in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of state Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>. If the applicant’s state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state’s process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its state E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: “Program is subject to E.O. 12372 but has not been selected by the State for review.”)

Standard Applicant Information (JustGrants 424 and General Agency Information)

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. Applicants will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, applicants will need to: add zip codes for areas affected by the project; confirm their Authorized Representative; and verify the organizations legal name and address.

Proposal Narrative

The proposal narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point Times New Roman font, and have no less than 1-inch margins. Pages should be numbered and submitted as an attachment

Category 1 – Eligible Allocation Amounts of Less than \$25,000

The proposal narrative for Category 1 applications should include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2 – Eligible Allocation Amounts of \$25,000 or More

The proposal narrative for Category 2 applications should include:

- a. Description of the Issue – Identify the unit of local government’s strategy/funding priorities for the FY 2021 JAG funds, the subgrant award process (if applicable, including disparities) and timeline, any progress or challenges, and a description of the programs to be funded over the 2- to 4-year grant period.
- b. Project Design and Implementation – Describe the unit of local government’s strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan. It should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.
- c. Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice/juvenile justice agencies in the state.
- d. Plan for Collecting the Data Required for this Solicitation’s Performance Measures – OJP will require each successful applicant to submit specific performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the objectives previously identified under "Objectives."

Applicants should visit OJP’s performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

The application should demonstrate the applicant’s understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Note: Applicants are **not** required to submit performance data with the application. Rather, performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

OJP will require each successful applicant to submit regular performance data that demonstrate the results of the work carried out under the award. The performance data directly relate to the goals, objectives, and deliverables identified under “Goals, Objectives, and Deliverables.”

Award recipients will be required to submit performance measure data in BJA's Performance Measurement Tool (PMT) located at <https://bjapmt.ojp.gov/help/JAGDocs.html> and separately submit a semiannual performance report in JustGrants. Further guidance on the post-award submission process will be provided, if selected for award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance under "Note on Project Evaluations" in the [OJP Grant Application Resource Guide](#).

Budget and Associated Documentation

Budget Worksheet and Budget Narrative (attachment)

See the [OJP Grant Application Resource Guide](#) for additional information.

Please note that the budget narrative should include a full description of all costs, including funds set aside for the NIBRS project(s) and administrative costs (if applicable). Any costs associated with disparate localities should be noted in the "subaward" category of the budget detail worksheet

General requirement for federal authorization of any subaward; statutory authorization of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards ("subgrants") unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

However, JAG subawards that are required or specifically authorized by statute (see [34 U.S.C. § 10152\(a\) and 34 U.S.C. § 10156](#)) do not require prior approval. This includes subawards made by states and units of local government under the JAG Program. For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

Indirect Cost Rate Agreement

Applicants will submit their indirect cost rate agreement by uploading the agreement as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)

Applicants will download the questionnaire in JustGrants and submit by uploading the completed questionnaire as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

Additional Application Components

Research and Evaluation Independence and Integrity

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. Applicants will submit a description of their research and evaluation independence and integrity by uploading the document as an attachment in JustGrants. For additional information regarding demonstrating research/evaluation independence and integrity, including appropriate safeguards, see the [OJP Grant Application Resource Guide](#).

Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., mayor or chairman) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government” attached in the section above entitled Other Program Requirements. The most up-to-date certification form can be found at: <https://bja.ojp.gov/program/jag/certifications-assurances>.

Disclosures and Assurances

Applications will complete the following disclosures and assurances.

Disclosure of Lobbying Activities

Applicants will complete and submit the SF-LLL in Grants.gov. See the [OJP Grant Application Resource Guide](#) for additional information.

Applicant Disclosure of Duplication in Cost Items

Applicants will complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [OJP Grant Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurance

See DOJ Certified Standard Assurance on the [OJP Grant Application Resource Guide](#).

DOJ Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants will review and accept the DOJ Certified Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements. See the [OJP Grant Application Resource Guide](#).

Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable)

If applicable, applicants will submit as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information. A DOJ High Risk Grantee is a recipient that has received a DOJ High Risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, or noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible.

How to Apply

Applicants will submit an **SF-424** and an **SF-LLL** in Grants.gov at <https://www.grants.gov/web/grants/register.html>.

Applicants will submit the **full application**, including attachments, in JustGrants at <https://justgrants.usdoj.gov/>.

For additional information, see the “How to Apply” section in the [OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424** and the **SF-LLL** will be submitted in Grants.gov by 11:59 p.m. ET on July 26, 2021. OJP urges applicants to submit applications at least 72 hours prior to the application due date to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov and to correct in a timely fashion any problems that may have caused a rejection notification.

The **full application** will be submitted in JustGrants by 11:59 p.m. ET on August 9, 2021. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline.

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant. Among other things to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

Federal Award Administration Information

Federal Award Notices

See the [OJP Grant Application Resource Guide](#) for information on award notifications and instructions.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Information Technology (IT) Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [OJP Grant Application Resource Guide](#) for information on information technology security.

General Information about Post-Federal Award Reporting Requirements

In addition to the deliverables described in the Program Description, any recipient of an award under this solicitation will be required to submit certain reports and data.

Category 1 – Eligible Allocation Amounts of Less than \$25,000

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP’s JustGrants System.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA’s PMT. Please note that as soon as all project activity has concluded, that report may be marked final.
- An annual progress report and final progress report through OJP’s JustGrants. If all project activity has concluded at the time the first annual progress report is submitted, that report may be marked final.

Category 2 – Eligible Allocation Amounts of \$25,000 or More

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP’s JustGrants System.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA’s PMT.
- Semiannual progress reports and a final progress report (at any time once all project activity has concluded) through OJP’s JustGrants.

Future awards and/or fund drawdowns may be withheld if a recipient of an OJP award fails to report the required reports in a timely manner.

Accountability measurement data must be submitted through BJA’s Performance Measurement Tool, available at <https://bjapmt.ojp.gov>. The accountability measures are available at <https://bjapmt.ojp.gov/help/jagdocs.html>. (Note that if a unit of local government provides funding to a law enforcement agency, the unit of the local government must submit quarterly accountability measurement data on training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measures data.

Federal Awarding Agency Contact(s)

For OJP contact(s), see solicitation cover page.

For contact information for Grants.gov and JustGrants, see solicitation cover page.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a)

See the [OJP Grant Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a).

Provide Feedback to OJP

See the [OJP Grant Application Resource Guide](#) for information on how to Provide Feedback to OJP.

Application Checklist
Edward Byrne Memorial Justice Assistance Grant Formula Program: FY 2021 Local Solicitation

This application checklist has been created as an aid in developing an application. The [DOJ Application Submission Checklist](#) is another resource.

What an Applicant Must Do:

Prior to Registering in Grants.gov:

- Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

To Register with Grants.gov:

- Acquire AOR and Grants.gov username/password (see [OJP Grant Application Resource Guide](#))
- Acquire AOR confirmation from the E-Biz POC (see [OJP Grant Application Resource Guide](#))

To Find Funding Opportunity:

- Search for the Funding Opportunity on Grants.gov
- Access Funding Opportunity and Application Package (see [OJP Grant Application Resource Guide](#))
- Sign up for Grants.gov email [notifications](#) (optional) (see [OJP Grant Application Resource Guide](#))
- Read [Important Notice: Applying for Grants in Grants.gov](#)
- Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see [OJP Grant Application Resource Guide](#))

Overview of Post-Award Legal Requirements:

- Review the [“Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2021 Awards”](#) in the [OJP Funding Resource Center](#).

Scope Requirement:

- The federal amount requested is within the allowable limit(s) of the FY 2021 JAG Allocations listed at: <https://bja.ojp.gov/program/jag/fy-2021-allocations>.

Eligibility Requirement:

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state; or it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

- Submit **SF-424** and **SF-LLL** in Grants.gov

*After **SF-424** and **SF-LLL** submission in Grants.gov, Receive Grants.gov Email Notifications That:*

- Submission has been received in Grants.gov
- Submission has either been successfully validated or rejected with errors (see [OJP Grant Application Resource Guide](#))

If No Grants.gov Receipt, and Validation or Error Notifications are Received:

- Contact Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, at [Grants.gov customer support web page](#), or email at support@grants.gov regarding technical difficulties (see [OJP Grant Application Resource Guide](#))

Receive email notification to complete application in JustGrants:

- Complete Application in JustGrants

Content of Application Submission

- Information to Complete the Application for Federal Assistance (SF-424) in Grants.gov
- Intergovernmental Review
- Standard Applicant Information (SF-424 information from Grants.gov)
- Proposal Narrative

Budget and Associated Documentation

- Budget Worksheet and Budget Narrative (attachment)
- Indirect Cost Rate Agreement (if applicable) (see [OJP Grant Application Resource Guide](#))
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))

Additional Application Components

- Research and Evaluation Independence and Integrity (see [OJP Grant Application Resource Guide](#))
- [Certifications and Assurances by Chief Executive](#)

Disclosures and Assurances

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [OJP Grant Application Resource Guide](#))
- Disclosure of Duplication in Cost Items (see [OJP Grant Application Resource Guide](#))
- DOJ Certified Standard Assurance (see [OJP Grant Application Resource Guide](#))

- DOJ Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements (see [OJP Grant Application Resource Guide](#))
- Applicant Disclosure and Justification – DOJ High Risk Grantees (if applicable) (see [OJP Grant Application Resource Guide](#))

Submit Application in JustGrants:

- Application has been successfully submitted in JustGrants

If No JustGrants Application Submission, Validation, or Error Notifications are Received:

- Contact JustGrants.Support@usdoj.gov or 833-872-5175 regarding technical difficulties.

INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF BANNING, BEAUMONT, CATHEDRAL CITY, CORONA, DESERT HOT
SPRINGS, HEMET, INDIO, JURUPA, LAKE ELSINORE, MENIFEE, MORENO VALLEY, PALM
SPRINGS, PERRIS, TEMECULA, CITY OF RIVERSIDE AND
THE COUNTY OF RIVERSIDE, CA

CONCERNING DISTRIBUTION OF THE
2021 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this ___ day of _____, 2021, by and between THE COUNTY OF RIVERSIDE, acting by and through its governing body, the Riverside County Board of Supervisors (hereinafter referred to as "COUNTY"), and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the City Councils, all of whom are situated within the County of Riverside, State of California, as follows:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the COUNTY agrees to release to CITIES their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement, on a reimbursement basis; and COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs; and additionally the COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines; and

WHEREAS, the COUNTY and CITIES believe it to be in their best interests to reallocate the JAG funds,

NOW THEREFORE, the COUNTY and CITIES agree as follows:

Section 1.

COUNTY agrees to release to CITIES up to their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected in Appendix 1 here attached and hereby incorporated by reference as part of this Agreement, on a reimbursement basis, from the JAG Award within (45) days upon receipt of fully documented reimbursement request, and; COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs.

Section 2.

COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines.

Section 3.

CITIES agree to provide COUNTY with sufficient timely information as necessary within five business days after receiving written request from COUNTY to meet JAG requirements for quarterly and annual financial and performance reports.

Section 4.

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

Section 5.

Nothing arising from this Agreement shall impose any liability for claims or actions against CITIES other than what is authorized by law.

Section 6.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Appendix 1					
Eligible Agencies in FY 2021 JAG Disparate Area					
Riverside County (Sheriff's Department) FA	BJA Formula	To Fiscal Agent (Sheriff's Department)	Total Allocation	NIBRS Requirement	Allocation Less NIBRS Requirement
Riverside County	63,523	6,353	63,523	1,906	61,617
Banning	10,570	1,057	9,513	286	9,227
Beaumont	12,073	1,208	10,865	326	10,539
Cathedral City	11,347	1,135	10,212	307	9,905
Corona	19,463	1,947	17,516	526	16,990
Desert Hot Springs	21,441	2,145	19,296	579	18,717
Hemet	30,860	3,086	27,774	834	26,940
Indio	41,681	4,169	37,512	1,126	36,386
Jurupa	23,070	2,307	20,763	623	20,140
Lake Elsinore	12,800	1,280	11,520	346	11,174
Menifee	10,595	1,060	9,535	287	9,248
Moreno Valley	60,617	6,062	54,555	1,637	52,918
Palm Springs	20,815	2,082	18,733	562	18,171
Perris	16,732	1,674	15,058	452	14,606
Riverside City	126,269	12,627	155,481	4,665	150,816
Temecula	10,570	1,057	10,570	318	10,252
	492,426				
% To Fiscal Agent	10%				
\$ To FA	49,249				

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

COUNTY OF RIVERSIDE, CA

Karen Spiegel
Chair, County Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel



Lisa Sanchez
Deputy County Counsel

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF RIVERSIDE, CA

Lea Deesing
Assistant City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Gary G. Geuss
City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF BANNING, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF CATHEDRAL CITY, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF CORONA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF DESERT HOT SPRINGS, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF HEMET, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF INDIO, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF MORENO VALLEY, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF PALM SPRINGS, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF BEAUMONT, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF LAKE ELSINORE, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF MENIFEE, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF PERRIS, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF TEMECULA, CA

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF JURUPA VALLEY, CA



Rod B. Butler
City Manager

ATTEST:



Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM:



Peter M. Thorson
City Attorney

**BEAUMONT POLICE DEPARTMENT
2021 EDWARD BYRNE MEMORIAL (JAG) GRANT BUDGET DETAILED WORKSHEET
DUNS #037387412**

A. Personnel

Name/Position	Computations	Cost
Riverside Sheriff Dept. Personnel	10% of allotted grant funds provided to Riverside Sheriff's Department to offset costs of Grant Management.	\$ 1208.00
SUB TOTAL		\$ 1208.00

B. Fringe Benefits

Name/Position	Computations	Cost
SUB TOTAL		1208.00
TOTAL PERSONNEL & FRINGE BENEFITS		\$ 1208.00

C. Travel

\$ 0

D. Equipment

\$ 10,539.00

E. Supplies

\$ 0

F. Construction

\$ 0

**G. Consultants/
Contracts**

\$ 0

BUDGET SUMMARY

Budget Category	Amount
A. Personnel	None
B. Fringe Benefits	None
C. Travel	None
D. Equipment – Crime Scene Scanner, Leica BLK 360	\$10,539.00
E. Supplies	None
F. Construction	None
G. Consultants/Contracts	None
H. NIBRS Training	\$326
Total Direct Costs	\$10,865.00
Indirect Costs	None
TOTAL PROJECT COSTS	\$ 10,865.00
TOTAL FEDERAL FUNDS REQUESTED	\$ 12,073.00

**Beaumont Police Department
2021 Byrne JAG Grant Budget Narrative
DUNS # 037387412**

PERSONNEL:

The Beaumont Police Department has agreed to contribute 10% of its 2021 JAG allocation to the Riverside County Sheriff's Department for providing administrative services for the FY2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

Funds allocated for administrative services: \$ 1,208

Total Personnel Costs for Administrative Services: \$ 1,208

EQUIPMENT:

The Beaumont Police Department intends to offset the purchase of a Leica BLK 360 Crime Scene Scanner. The total cost for the scanner is \$27,768.40, plus tax and shipping. The balance over the \$10,539.00 provided by the 2021 Byrne JAG Grant funding will be covered by the Beaumont Police Department Supplemental Law Enforcement Services Account (SLESA) funding.

Additionally, the Beaumont Police Department will use \$326 of the grant to support NIBRS related training.

Grant Cost Crime Scene Scanner – Leica BLK 360: \$ 10,539
NIBRS related training \$ 326

Total Equipment Cost: \$ 10,865

**FY2019 Edward Byrne Memorial Justice
Assistance Grant (JAG) Program
Budget Summary**

<u>Budget Category</u>	<u>Amount</u>
Administrative Services	\$ 1,208
Equipment (Crime Scene Scanner & NIBRS)	\$ <u>10,865</u>
Total Grant Funds Requested:	\$ 12,073



Staff Report

TO: City Council
FROM: Robert Vestal, Assistant Public Works Director
DATE: September 7, 2021
SUBJECT: **Accept Security Agreement and Performance and Payment Bond No. CMS0342150 for Street and Storm Drain Improvements associated with Tract Map No. 31470-6**

Background and Analysis:

The City requires all developers to provide security for public improvements consisting of, but not limited to, sewer improvements, street improvements, storm drain improvements, utility improvements, and monument improvements.

Tri Pointe Homes IE-SD, Inc. (formerly Pardee Homes), Tract Map No. 31470-6

The developer, Tri Pointe Homes IE-SD is proposing to construct all work associated with the following improvements.

- Public Works file No. 17-4086, as shown on City File No. 3247. Improvements generally consist of curb and gutter, ac paving, sidewalk, striping, signing, street lighting, and underground storm drain system. Tract Map No. 31470-6 is located south of Cougar Way, east of Starlight Avenue, north of Tract Map No. 31470-3, and west of Tract Map No. 31470-5.

Tri Pointe Homes IE-SD has provided a security agreement and security in the form of a bond for the public improvements. The agreement has been reviewed by City staff and found to be consistent with the Beaumont Municipal Code. The following table is a summary of the security:

Table 1

Security #	Security Type	Type of Improvement	Principal
CMS0342150	Performance & Payment Bond	Street & Storm Drain	Pardee Homes

City staff recommends that City Council accept the Security Agreement and securities listed in Table 1.

Fiscal Impact:

The cost of preparing the staff report is estimated to be \$350.

Recommended Action:

Accept Security Agreement and Performance and Payment Bond No. CMS0342150 for Street and Storm Drain Improvements associated with Tract Map No. 31470-6.

Attachments:

- A. Security Agreement and Performance & Payment Bond No. CMS0342150
- B. Street and Storm Drain plans

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. 31470-6)**

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS (“Security Agreement”) is made by and between CITY OF BEAUMONT (“CITY”) and Pardue Homes a California [if other state specify the state] [corporation] or [limited liability company] or [limited partnership] (“DEVELOPER”).

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 31470-6, (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

Sundance TR31470-6 Street Improvement

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

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

AGREEMENT

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

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

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

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

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

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

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

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

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

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

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

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

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

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

11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

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

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

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

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

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

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

CITY OF BEAUMONT

By: _____
Mayor

Date: _____

DEVELOPER

By: 
Michael C. Taylor

Date; December 7th, 2021

Title: Division President, Pardee Homes Inland Empire

Basic Gov (Sales Force) # 17-4086
File # 3247

EXHIBIT "A"

Bond No. CMS0342150
Premium: \$4,716 / Annually

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Pardee Homes (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated December 2, 2020, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. TR 3147Q-6 which is hereby incorporated herein and made a part hereof; and Sundance - Street Improvements

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

NOW, THEREFORE, we, the Principal and RLI Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Million Two Hundred Fifty-Seven Thousand dollars (\$ 1,257,674.50) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

*Six Hundred Seventy-Four and 50/100

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on December 2, 2020.

PRINCIPAL:

Pardee Homes

By Michael C. Taylor
Michael C. Taylor
Title Division President

SURETY:

RLI Insurance Company

By Michelle Haase
Michelle Haase,
Title Attorney-in-Fact



ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On DEC 02 2020 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

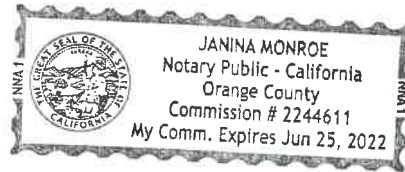
personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 24th day of March, 2020.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 24th day of March, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 2nd day of December, 2020.

By: Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



California All-Purpose Certificate of Acknowledgment

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

State of California }
County of Riverside } s.s.

On December 7, 2020 before me, Ana E. Chavez Perez, Notary Public
Name of Notary Public, Title


personally appeared Michael C. Taylor
Name of Signer (1)

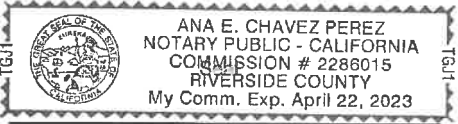
Name of Signer (2)

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



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____
containing _____ pages, and dated _____

- The signer(s) capacity or authority is/are as:
- Individual(s)
 - Attorney-in-fact
 - Corporate Officer(s) _____
Title(s)
 - Guardian/Conservator
 - Partner - Limited/General
 - Trustee(s)
 - Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information
Method of Signer Identification
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
Other
<input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/> _____

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Pardee Homes (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated December 2, 2020, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. TR 31470-6 which is hereby incorporated herein and made a part hereof; and Sundance - Street Improvements

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of One Million Two Hundred Fifty-Seven Thousand dollars (\$ 1,257,674.50), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. *Six Hundred Seventy-Four and 50/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on December 2, 2020.

PRINCIPAL:

Pardee Homes

By Michael C. Taylor
Title Division President

SURETY:

RLI Insurance Company

By Michelle Haase
Title Attorney-in-Fact



ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On DEC 02 2020 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.




Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)
Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER
 Individual (s)
 Corporate Officer

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 24th day of March, 2020.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

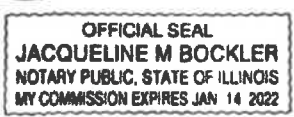
CERTIFICATE

On this 24th day of March, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 2nd day of December, 2020.

By: Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



California All-Purpose Certificate of Acknowledgment

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

State of California }
County of Riverside } s.s.

On December 7, 2020 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Michael C. Taylor
Name of Signer (1)

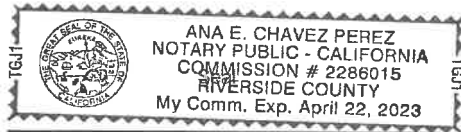
Name of Signer (2)

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

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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification
- credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer
- Signer(s) Thumbprints(s)

NV5
Approved
Padma Asam
11/23/2020 10:58:38 AM

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PROJECT NAME: Sundance North - Tract 31470-6

DATE: 19-Nov-20

PP, CUP NO.: BY: Mauricio Iacueli, Michael Baker Intl

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%

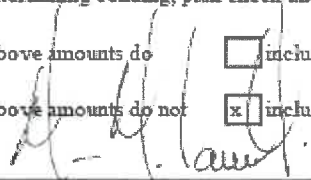
	Construction Costs)
Streets/Drainage	\$ 1,257,674.50
Sewer	\$ -
Total	\$ 1,257,674.50
Warranty Retention (22.5%)	\$ 282,976.76
Street/Drainage Plan Check Fees =	\$ 21,872.60
Sewer Plan Check Fees =	\$ -
Street Inspection Fees =	\$ 32,808.90
Sewer Inspection Fees =	\$ -

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

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

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

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



Engineer's Signature

11/19/20

Date

Mauricio M. Iacueli

Name typed or printed



Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 09/06

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

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

11/19/2020

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

PROJECT NAME: Sundance North - Tract 31470-6
 DATE: 19-Nov-20
 PP, CUP NO.: _____ BY: Mauricio Iacueli, Michael Baker Intl

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%
	Construction Costs)	
Streets/Drainage	\$	1,257,674.50
Sewer	\$	-
Total	\$	1,257,674.50
Warranty Retention (22.5%)	\$	282,976.76
Street/Drainage Plan Check Fees =	\$	21,872.60
Sewer Plan Check Fees =	\$	-
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Sewer Inspection Fees =	\$	-

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

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

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

Mauricio M. Iacueli 11/19/20
 Engineer's Signature Date

Mauricio M. Iacueli
 Name typed or printed



Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 09/06

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

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

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sundance North - Tract 31470-6

DATE: 11/19/2020

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
2,685	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(x 144,989)	\$ 15.00	\$ 40,275
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	\$ 0.40	\$ -
	C.Y. (f - c)	(b.) Excavate and Export	\$ 1.10	\$ -
		(c.) Import and Fill	\$ 2.80	\$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of acrua costs to assure that work will be corrected to eliminate hazardous conditions.)		
	S.F.	Grinding A.C. in place	\$ 1.00	\$ -
	S.F.	Remove A.C. Pavement	\$ 1.00	\$ -
	L.F.	Remove Curb and Gutter	\$ 6.00	\$ -
	L.F.	Remove A.C. Dike	\$ 3.00	\$ -
	S.F.	Remove Sidewalk	\$ 3.00	\$ -
128	L.F.	Sawcut & Remove Exist. A.C. Pavement	\$ 2.00	\$ 256
	S.F.	Cold Plane A.C. Pavement	\$ 1.00	\$ -
	E.A.	Relocate Mailbox	\$ 250.00	\$ -
	L.F.	Proto II Block Wall	\$ 40.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sundance North - Tract 31470-6DATE: 11/19/2020

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	\$ 2.50	\$ -
	EA.	Remove Barricade	\$ 200.00	\$ -
3,045	TON	Asphalt Concrete - 144 lbs/cu. Ft. (144,989 SF @ 0.29 Ft.)	\$ 90.00	\$ 274,050
2,685	C.Y.	Aggregate Base Class II (144,989 sf @ 0.5 Ft.)	\$ 50.00	\$ 134,250
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (108, 946 SF) apply at 0.05 + 0.03 = 0.08 gal/SY	\$ 600.00	\$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	\$ 1.00	\$ -
	L.F.	Curb and Gutter (Wedge Curb)	\$ 8.00	\$ -
8,219	L.F.	Curb and Gutter (Type A-6)	\$ 10.00	\$ 82,190
	L.F.	Curb and Gutter (Type A-8)	\$ 12.00	\$ -
	L.F.	Type "C" Curb	\$ 10.00	\$ -
	L.F.	Type "D" Curb	\$ 15.00	\$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	\$ 8.00	\$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	\$ 10.00	\$ -
3,088	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 30,880
41,964	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 251,784
	S.F.	P.C.C. Drive Approach	\$ 8.00	\$ -
11	EA.	Handicapped Access Ramp	\$ 1,500.00	\$ 16,500
15,750	S.F.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	\$ 8.00	\$ 126,000
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$ 4.00	\$ -
				\$ -
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sundance North - Tract 31470-6

DATE: 11/19/2020

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
5	EA.	Street Name Sign	\$ 275.00	\$ 1,375
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	\$ 45.00	\$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	\$ 60.00	\$ -
	L.F.	Barricades	\$ 28.00	\$ -
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	\$ 10.00	\$ -
	L.F.	Chain Link Fence (6')	\$ 12.00	\$ -
	L.F.	Remove Fence	\$ 4.00	\$ -
	EA.	Relocate Power Pole	\$ 10,000.00	\$ -
	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ -
	EA.	Street Trees (15 gallon)	\$ 150.00	\$ -
	L.S.	Landscape and Irrigation	\$ -	\$ -
	EA.	Concrete Bulkhead	\$ 200.00	\$ -
	C.Y.	Structural Reinforced Concrete	\$ 400.00	\$ -
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ -
	L.F.	Cut Off Wall (Std. 2')	\$ 5.50	\$ -
	EA.	A.C. Overside Drain	\$ 500.00	\$ -
	EA.	Under Sidewalk Drain Std. 309	\$ 2,000.00	\$ -
	EA.	Flat Outlet Drainage Structure Std. 303	\$ 500.00	\$ -
	EA.	Curb Outlet Drainage Structure Std. 308	\$ 500.00	\$ -
	S.F.	Terrace Drains and Down Drains	\$ 6.50	\$ -
	S.F.	Interceptor Drains	\$ 6.50	\$ -
5	EA.	"STOP" Pavement Marking	\$ 200.00	\$ 1,000
80	L.F.	Limit Line	\$ 2.00	\$ 160
5	EA.	R1 "STOP SIGN"	\$ 250.00	\$ 1,250
	EA.	W53 "NOT A THROUGH STREET"	\$ 250.00	\$ -
68	L.F.	Remove Existing Barricade	\$ 20.00	\$ 1,360
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sundance North - Tract 31470-6

DATE: 11/19/2020

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 40.00	\$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 45.00	\$ -
	C.Y.	Rip Rap (1 Ton) Method B	\$ 50.00	\$ -
	C.Y.	Rip Rap (2 Ton) Method B	\$ 55.00	\$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 60.00	\$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 67.00	\$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	\$ 75.00	\$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 80.00	\$ -
141	L.F.	18" R.C.P.	\$ 60.00	\$ 8,460
-	L.F.	24" R.C.P.	\$ 70.00	\$ -
518	L.F.	30" R.C.P.	\$ 80.00	\$ 41,440
	L.F.	36" R.C.P.	\$ 90.00	\$ -
	L.F.	42" R.C.P.	\$ 100.00	\$ -
	L.F.	48 " RCP	\$ 110.00	\$ -
	L.F.	54" RCP	\$ 135.00	\$ -
	L.F.	60" RCP	\$ 160.00	\$ -
	L.F.	72" RCP	\$ 200.00	\$ -
	EA.	H.D.P.E. Clean Out	\$ 400.00	\$ -
	EA.	Drain Basin	\$ 400.00	\$ -
	EA.	Curb Outlet	\$ 3,000.00	\$ -
	EA.	Fossil Filters	\$ 500.00	\$ -
	EA.	18" C.M.P. Wye	\$ 500.00	\$ -
	EA.	Riprap Headwall	\$ 1,000.00	\$ -
	EA.	Concrete Collar	\$ 250.00	\$ -
	EA.	Outlet Structure	\$ 10,000.00	\$ -
6	EA.	Connector Pipe Screens	\$ 500.00	\$ 3,000
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sundance North - Tract 31470-6DATE: 11/19/2020

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	\$ 115.00	\$ -
	EA.	Catch Basin W = 4'	\$ 1,700.00	\$ -
	EA.	Catch Basin W = 7'	\$ 3,000.00	\$ -
1	EA.	Catch Basin W = 10'	\$ 4,000.00	\$ 4,000
1	EA.	Catch Basin W = 14'	\$ 5,500.00	\$ 5,500
4	EA.	Catch Basin W = 21'	\$ 9,000.00	\$ 36,000
	EA.	Type IX Inlet	\$ 2,500.00	\$ -
1	EA.	Type X Inlet	\$ 2,500.00	\$ 2,500
	EA.	Junction Structure No. 1	\$ 3,000.00	\$ -
	EA.	Junction Structure No. 2 & 4	\$ 2,500.00	\$ -
	EA.	Junction Structure No. 6	\$ 3,700.00	\$ -
	EA.	Transition Structure No. 1	\$ 2,000.00	\$ -
1	EA.	Transition Structure No. 3	\$ 2,700.00	\$ 2,700
3	EA.	Manhole No. 1	\$ 2,700.00	\$ 8,100
	EA.	Manhole No. 2	\$ 3,300.00	\$ -
	EA.	Manhole No. 3	\$ 2,700.00	\$ -
2	EA.	Manhole No. 4	\$ 5,000.00	\$ 10,000
	EA.	Adjust Water Valve (if no water plan)	\$ 150.00	\$ -
	EA.	Adjust MH to grade (if no sewer plan)	\$ 400.00	\$ -
	EA.	Headwall	\$ 5,000.00	\$ -
	L.S.	Remove & Dispose of Interferring 30" Storm Drain and 36" Riser	\$ 500.00	\$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	\$ 10,000.00	\$ -
2	EA.	Remove Concrete Bulkhead	\$ 200.00	\$ 400
	EA.	Outlet Structure (Line A & B)	\$ 5,000.00	\$ -
	EA.	Remove Existing Headwall	\$ 1,000.00	\$ -
5	EA.	Local Depression per RCTD Std 311 Case B	\$ 1,200.00	\$ 6,000
1	EA.	Local Depression per RCTD Std 311 Case C	\$ 1,500.00	\$ 1,500
1	EA.	36" Square Drain Inlet	\$ 2,700.00	\$ 2,700
				\$ -
				\$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sundance North - Tract 31470-6

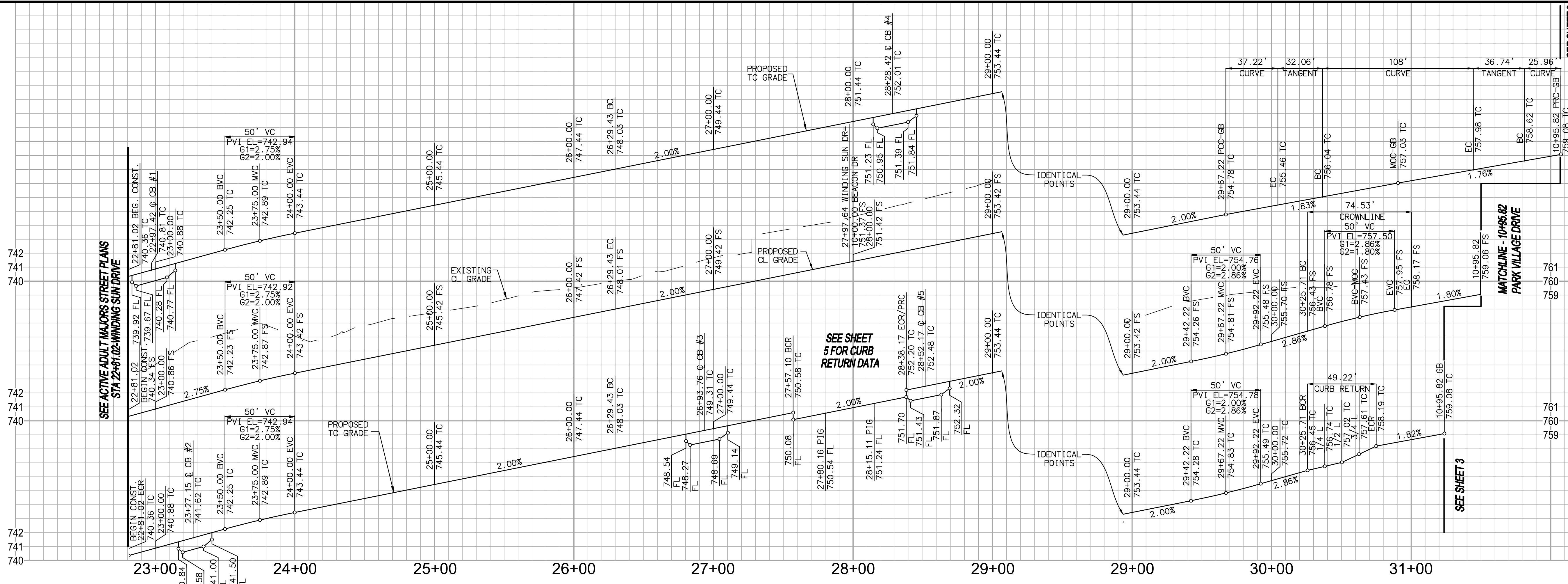
DATE: 11/19/2020

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	\$ 2,500.00	\$ -
	LS	Concrete Inlet Apron	\$ 11,000.00	\$ -
	LS	Emergency Spillway	\$ 27,000.00	\$ -
	LS	84" Storm Drain Grate	\$ 8,500.00	\$ -
	SF	3' Wide V-Gutter	\$ 4.00	\$ -
	LS	Signal & Lighting	\$ 100,000.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Subtotal: \$ -

- A. Subtotal \$ 1,093,630
- B. Contingency (15%) \$ 164,044.50
- C. Streets/Drainage Total (A + B) \$ 1,257,675

PROFILE SCALE:
HORIZ: 1" = 40'
VERT: 1" = 4'



- CBC STATEMENTS**
1. THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20. THE CROSS SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:48 [CBC 11B-403.3].
 2. EXCEPT AS PROVIDED IN SECTIONS 11B-403.5.2 AND 11B-403.5.3, THE CLEAR WIDTH OF WALKING SURFACES SHALL BE 36 INCHES (914 MM) MINIMUM [CBC 11B-403.5.1].
 3. THE CROSS SLOPE OF CURB RAMPS AND BLENDED TRANSITIONS SHALL BE 1:48 MAXIMUM [CBC 11B-406.5.7].
 4. COUNTER SLOPES OF ADJOINING GUTTERS AND ROAD SURFACES IMMEDIATELY ADJACENT TO AND WITHIN 24 INCHES (610 MM) OF THE CURB RAMP SHALL NOT BE STEEPER THAN 1:20. THE ADJACENT SURFACES AT TRANSITIONS AT CURB RAMPS TO WALKS, GUTTERS, AND STREETS SHALL BE AT THE SAME LEVEL [CBC 11B-406.5.8].
 5. THE BOTTOM OF DIAGONAL CURB RAMPS SHALL HAVE A CLEAR SPACE 48 INCHES (1219 MM) MINIMUM OUTSIDE ACTIVE TRAFFIC LANES OF THE ROADWAY. DIAGONAL CURB RAMPS PROVIDED AT MARKED CROSSINGS SHALL PROVIDE THE 48 INCHES (1219 MM) MINIMUM CLEAR SPACE WITHIN THE MARKINGS [CBC 11B-406.5.9].

WINDING SUN DRIVE (PRIVATE)

LINE/CURVE DATA TABLE

NO	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	N 14°37'03" E	—	348.41'	—
2	13°46'04"	700.00'	168.21'	84.51'
3	18°40'04"	700.00'	228.07'	115.05'
4	80°34'16"	53.00'	74.53'	44.92'
5	01°49'09"	1555.00'	49.37'	24.69'
6	03°36'11"	700.00'	44.02'	22.02'
7	01°42'42"	1555.00'	46.45'	23.23'
8	N 14°37'03" E	—	348.41'	—
9	27°38'55"	682.00'	329.11'	167.82'
10	19°23'16"	110.00'	37.22'	18.79'
11	N 32°25'08" W	—	32.06'	—
12	110°30'31"	56.00'	108'	80.74'
13	N 78°05'23" E	—	36.74'	—
14	13°31'03"	110.00'	25.96'	13.04'
15	N 14°37'03" E	—	348.41'	—
16	10°27'00"	718.00'	130.96'	65.66'
17	15°21'00"	718.00'	192.36'	96.76'
18	80°34'16"	35.00'	49.22'	29.67'
19	01°49'09"	1537.00'	48.80'	24.40'

THIS SHEET SUPERSEDES THE PREVIOUSLY APPROVED SHEET 2, APPROVED ON 4/9/2019 INCLUDING THOSE REVISIONS "CLOUDED" AND LABELED WITH △ REVISION TRIANGLES.

6/24/2021
 JOHN D. TANNER III, P.E. DATE
 R.C.E. 60132 EXP. 06-30-2022



- CONSTRUCTION NOTES**
1. CONSTRUCT 4" AC PAVING OVER 6" CLASS II AGGREGATE BASE
 2. CONSTRUCT TYPE A-6 CURB AND GUTTER PER RCTD STD. NO. 200
 3. CONSTRUCT 10' CROSS GUTTER AND SPANDEL PER RCTD STD. NO. 209
 4. CONSTRUCT SIDEWALK PER RCTD STD. NO. 401 (MODIFIED, WIDTH=5')
 5. CONSTRUCT CURB RAMP, CASE B (WITH TRUNCATED DOMES) PER RCTD STD. NO. 403
 6. CONSTRUCT 18" WIDE DRIVEWAY APPROACH PER DETAIL ON SHEET NO. 1
 7. INSTALL STREET LIGHT PER SEPARATE STREET LIGHT PLAN
 8. REMOVE AND DISPOSE OF EXISTING BARRICADE
 9. CONSTRUCT CATCH BASIN PER RCTD & WCD STD. NO. CB100 (W & V PER PLAN)
 10. CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE B
 11. INSTALL 36" SQUARE DRAIN INLET PER JENSEN PRECAST D13636 OR APPROVED EQUAL

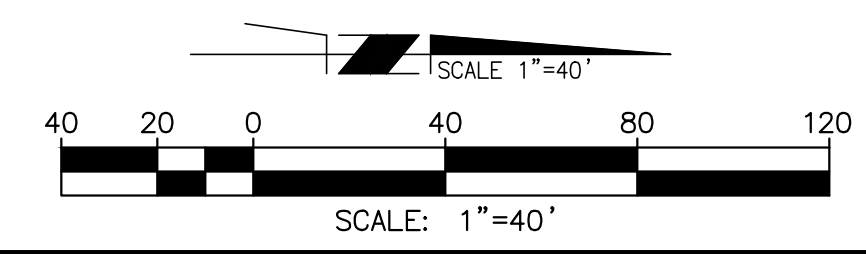
NOTE:
ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON, IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.

BASIS OF BEARINGS:
 DESCRIPTION:
 BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA

BEARING: N 52°49'02.84" E



BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
 DESCRIPTION:
 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.

ELEV. = 2678.277 (1982), NGVD 29

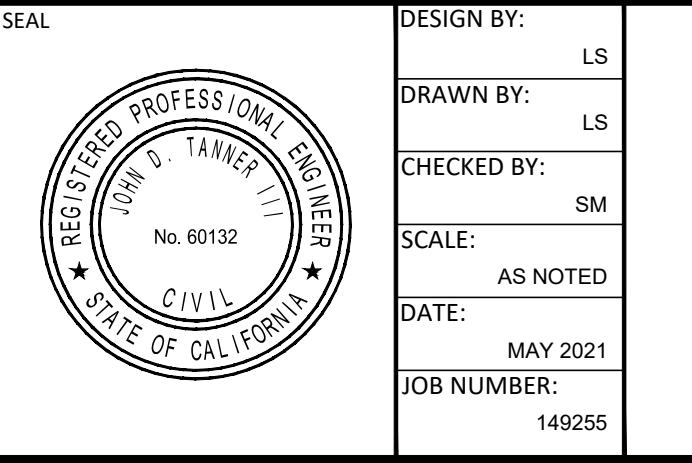
BY	MARK	DESCRIPTION	APPR.	DATE
JZ	△	REVISED CONST. NOTE 1 & ADDED CBC NOTES.	JZ	6/24/21
BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

Michael Baker INTERNATIONAL
 75410 Gerald Ford Dr. Ste.100
 Palm Desert, CA 92211
 Phone: (760) 346-7481
 MBAKERINTL.COM

SEAL
 REGISTERED PROFESSIONAL ENGINEER
 JOHN D. TANNER III
 No. 60132
 CIVIL
 STATE OF CALIFORNIA

DESIGN BY: LS
 DRAWN BY: LS
 CHECKED BY: SM
 SCALE: AS NOTED
 DATE: MAY 2021
 JOB NUMBER: 149255

6/24/2021
 JOHN D. TANNER III
 R.C.E. 60132 * EXP. 06/30/22



Reviewed By: _____ Date: _____
 Recommended for Approval By: _____ Date: 07/14/2021
 Approved By: _____ Date: 07/20/2021

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

NPDES PERMIT#: W01D 833C365311

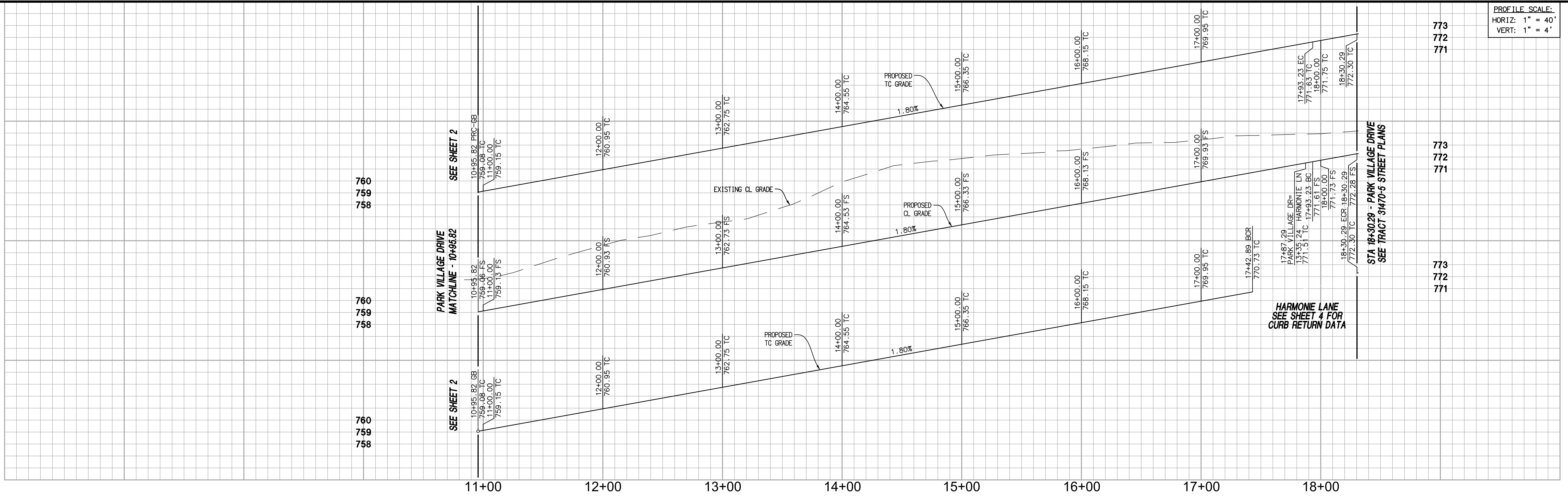
CITY OF BEAUMONT, CALIFORNIA
 STREET IMPROVEMENT PLANS
 TRACT 31470-6
 WINDING SUN DRIVE
 STA. 22+81.02 TO STA. 30+69.73
 PARK VILLAGE DRIVE
 STA. 10+00.00 TO STA. 10+95.82
 A PORTION OF SEC. 35, T 2 S, R 1 W, SEM

SHEET 2
 OF 8 SHEETS
 FILE NO: 3247A

TRI POINTE HOMES

PROFILE SCALE:
 HORIZ: 1" = 40'
 VERT: 1" = 4'

REVISED: 06/24/2021



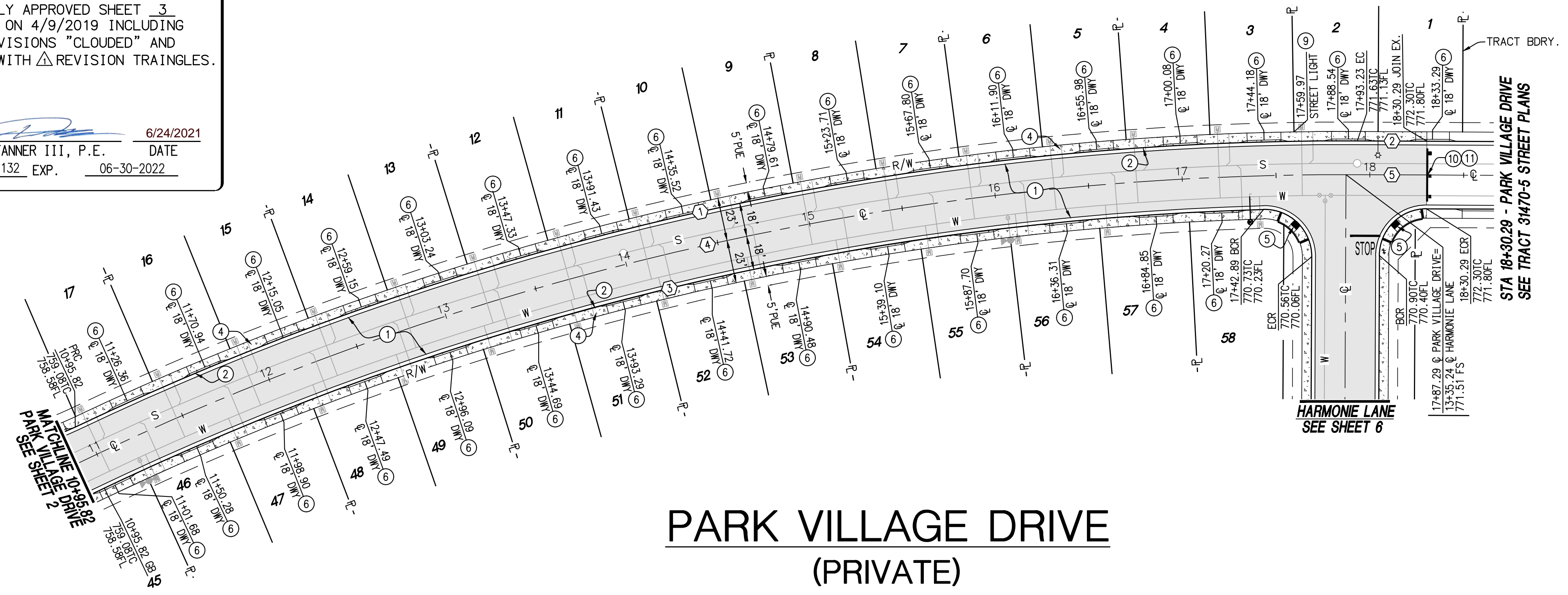
THIS SHEET SUPERSEDES THE PREVIOUSLY APPROVED SHEET 3 APPROVED ON 4/9/2019 INCLUDING THOSE REVISIONS "CLOUDED" AND LABELED WITH REVISION TRIANGLES.

JOHN D. TANNER III, P.E. DATE 6/24/2021
 R.C.E. 60132 EXP. 06-30-2022

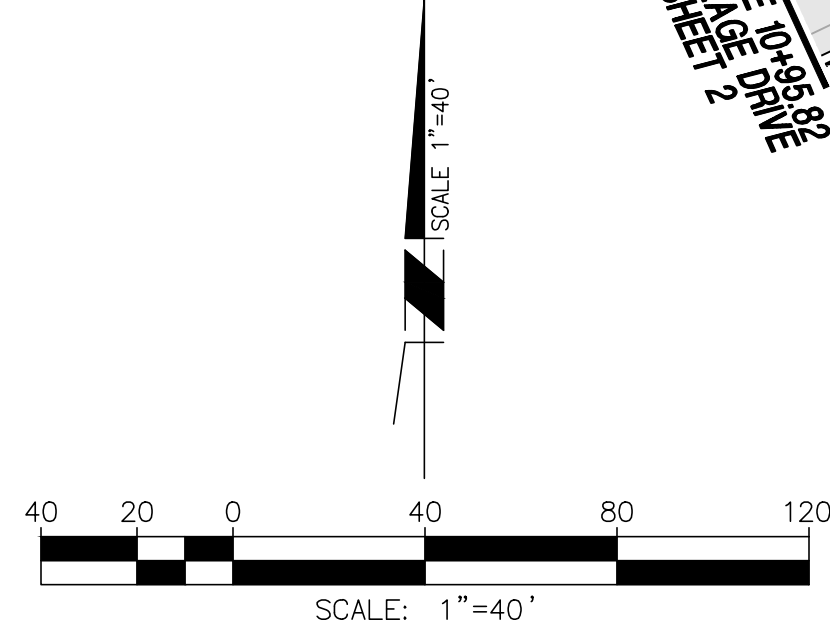


NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	25°41'48"	1573.00'	705.48'	358.77'
2	N89°43'52"W	---	37.06'	---
3	23°50'30"	1537.00'	639.58'	324.48'
4	25°41'48"	1555.00'	697.41'	354.67'
5	N89°43'52"W	---	37.06'	---

- CONSTRUCTION NOTES**
- CONSTRUCT 4" AC PAVING OVER 6" CLASS II AGGREGATE BASE
 - CONSTRUCT TYPE A-6 CURB AND BUTTER PER RCTD STD. NO. 200
 - CONSTRUCT SIDEWALK PER RCTD STD. NO. 401 (MODIFIED, WIDTH=5')
 - CONSTRUCT CURB RAMP, CASE B (WITH TRUNCATED DOMES) PER RCTD STD. NO. 403
 - CONSTRUCT 18" WIDE DRIVEWAY APPROACH PER DETAIL ON SHEET NO. 1
 - INSTALL STREET LIGHT PER SEPARATE STREET LIGHT PLAN
 - REMOVE AND DISPOSE OF EXISTING BARRICADE
 - SAW CUT AND SMOOTH JOIN EXISTING AC PAVEMENT



**PARK VILLAGE DRIVE
(PRIVATE)**



NOTE:
 ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.

NOTE:
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BASIS OF BEARINGS:
 DESCRIPTION:
 BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA
 BEARING: N 52°49'02.84" E

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
 DESCRIPTION:
 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.
 ELEV. = 2678.277 (1982), NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
JZ	△	REVISED CONST. NOTE 1.		6/24/21

Michael Baker INTERNATIONAL
 75410 Gerald Ford Dr. Ste.100
 Palm Desert, CA 92211
 Phone: (760) 346-7481
 MBAKERINTL.COM

JOHN D. TANNER III
 R.C.E. 60132 * EXP. 06/30/22



DESIGN BY: LS
 DRAWN BY: LS
 CHECKED BY: SM
 SCALE: AS NOTED
 DATE: MAY 2021
 JOB NUMBER: 149255



Reviewed By: _____ Date: _____
 Recommended for Approval By: *[Signature]* Date: 07/14/2021
 Approved By: *[Signature]* Date: 07/20/2021

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

NPDES PERMIT#: WDDI 833C365311

CITY OF BEAUMONT, CALIFORNIA
 STREET IMPROVEMENT PLANS
 TRACT 31470-6

PARK VILLAGE DRIVE
 STA. 10+95.82 TO STA. 18+30.29

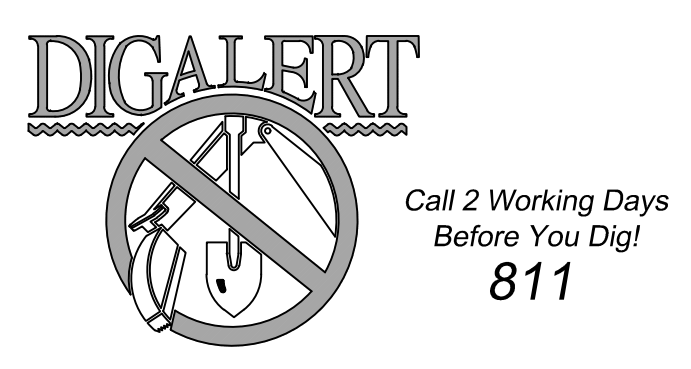
A PORTION OF SEC. 35, T 2 S, R 1 W, SBM

FOR: **TRI POINTE HOMES**

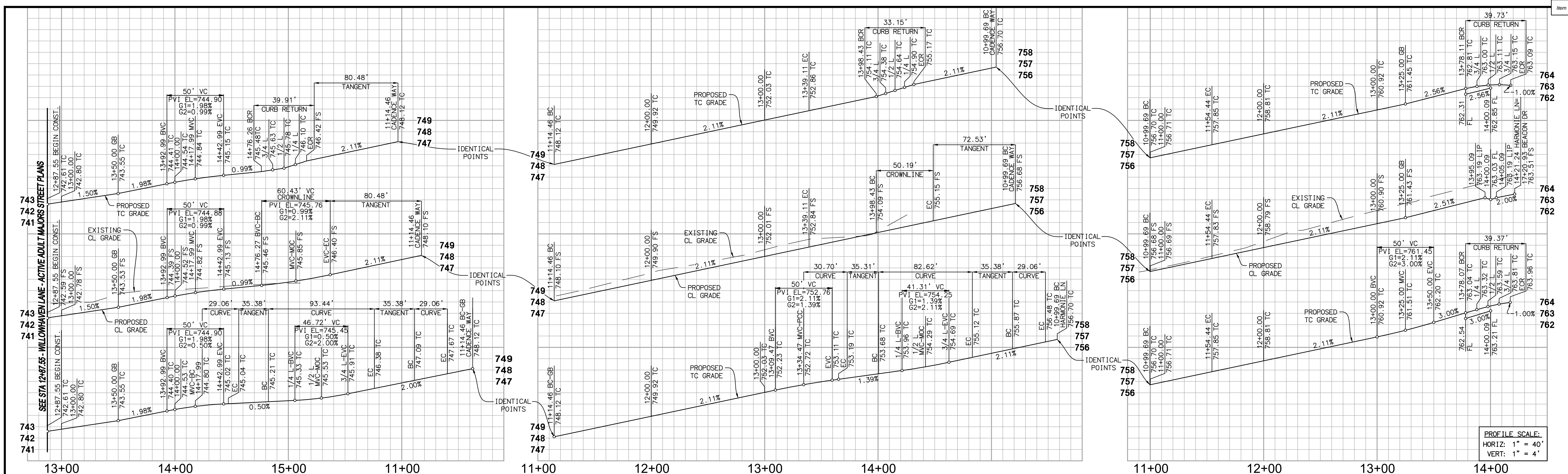
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SHEET 3

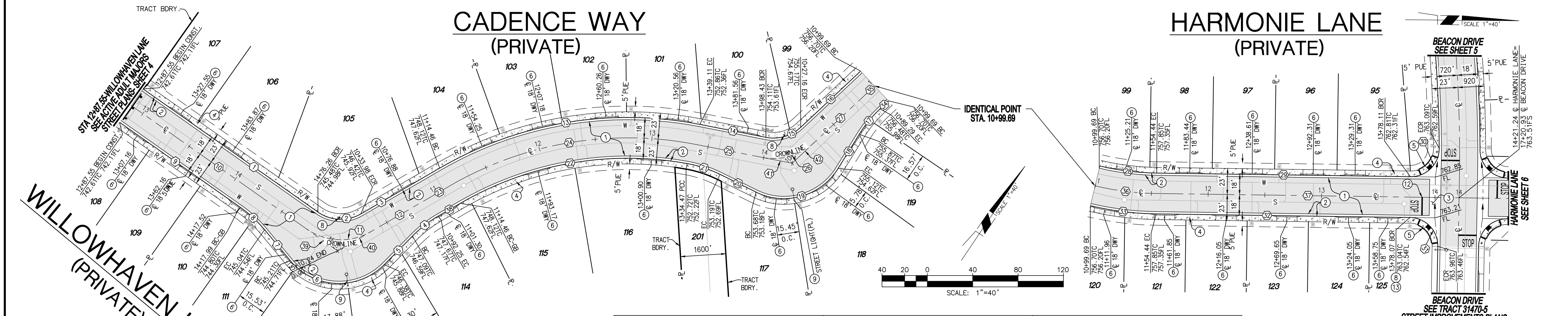
OF 8 SHEETS
 FILE NO: 32477A



P:\DATA\146481\CADD\LAND\ULV\IMPROVE\STREET\31470-6\149255-ST-003.DWG - JACOB.ZEPEDA 3/30/21 1:25 pm



PROFILE SCALE:
 HORIZ: 1" = 40'
 VERT: 1" = 4'



NOTE:
 ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.

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FOR Δ ONLY

BASIS OF BEARINGS:
 DESCRIPTION:
 BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA
 BEARING: N 52°49'02.84" E

THIS SHEET SUPERSEDES THE PREVIOUSLY APPROVED SHEET 4 APPROVED ON 4/9/2019 INCLUDING THOSE REVISIONS "CLOUDED" AND LABELED WITH Δ REVISION TRIANGLES.

John D. Tanner III
 JOHN D. TANNER III, P.E. DATE 6/24/2021
 R.C.E. 60132 EXP. 06-30-2022

LINE/CURVE DATA TABLE					LINE/CURVE DATA TABLE					LINE/CURVE DATA TABLE				
NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT	NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT	NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N88°50'50"W	---	188.71'	---	15	S4°15'42"E	35.00'	33.15'	17.93'	29	N00°16'08"E	---	223.67'	---
2	S65°19'50"E	35.00'	39.91'	22.44'	16	N12°48'57"E	---	72.53'	---	30	91°03'44"	25.00'	39.73'	25.47'
3	N25°49'20"E	---	80.48'	---	17	S15°08'15"E	110.00'	29.06'	14.62'	31	N00°16'08"E	25.00'	39.37'	25.06'
4	S15°08'15"E	110.00'	29.06'	14.62'	18	N02°19'18"W	---	35.38'	---	32	N00°16'08"E	---	223.63'	---
5	N10°41'04"E	---	35.38'	---	19	S4°13'36"E	56.00'	82.62'	50.62'	33	N12°48'57"E	268.00'	58.69'	29.46'
6	S9°36'21"E	56.00'	93.44'	61.77'	20	N82°12'54"E	---	35.31'	---	34	N12°48'57"E	---	10.40'	---
7	N73°42'35"W	---	35.38'	---	21	S15°08'15"E	110.00'	30.70'	15.45'	35	N12°48'57"E	---	10.40'	---
8	S15°08'15"E	110.00'	29.06'	14.62'	22	40°24'11"	294.00'	207.32'	108.18'	36	N12°48'57"E	250.00'	54.75'	27.48'
9	N88°50'50"W	---	130.44'	---	23	N25°49'20"E	---	22.21'	---	37	N00°16'08"E	---	266.80'	---
10	N88°50'50"W	---	188.67'	---	24	S15°08'15"E	312.00'	224.65'	117.44'	38	N25°49'20"E	---	22.21'	---
11	S65°19'50"E	35.00'	60.43'	33.98'	25	N67°04'39"E	---	59.32'	---	39	N 88°50'50"W	---	33.98'	---
12	N25°49'20"E	---	58.27'	---	26	S4°15'42"E	53.00'	50.19'	27.16'	40	N 25°49'20"E	---	33.98'	---
13	S4°15'42"E	53.00'	237.61'	124.22'	27	N12°48'57"E	---	62.13'	---	41	N 67°04'39"E	---	27.16'	---
14	N67°04'39"E	---	59.32'	---	28	N12°32'49"	232.00'	50.80'	25.50'	42	N 12°48'57"E	---	27.16'	---



BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
 DESCRIPTION:
 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7", LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.

ELEV. = 2678.277 (1982), NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
JZ	Δ	REVISED CONST. NOTE 1.		6/24/21
BY	MARK	DESCRIPTION	APPR. <td>DATE</td>	DATE
				6/24/2021

Michael Baker INTERNATIONAL
 75410 Gerald Ford Dr. Ste. 100
 Palm Desert, CA 92211
 Phone: (760) 346-7481
 MBAKERINTL.COM



CITY OF BEAUMONT
 CALIFORNIA INCORPORATED 1912

DESIGN BY: LS
 DRAWN BY: LS
 CHECKED BY: SM
 SCALE: AS NOTED
 DATE: MAY 2021
 JOB NUMBER: 149255

Reviewed By: _____ Date: _____
 Recommended for Approval By: *Patricia* Date: 07/14/2021
 Approved By: *John D. Harts* Date: 07/20/2021

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
 STREET IMPROVEMENT PLANS
 TRACT 31470-6
 WILLOWHAVEN LANE STA. 12+87.55 TO STA. 15+10.25
 CADENCE WAY STA. 10+00.00 TO STA. 14+25.59
 HARMONIE LANE STA. 10+00.00 TO STA. 14+21.24

A PORTION OF SEC. 35, T 2 S, R 1 W, S8M

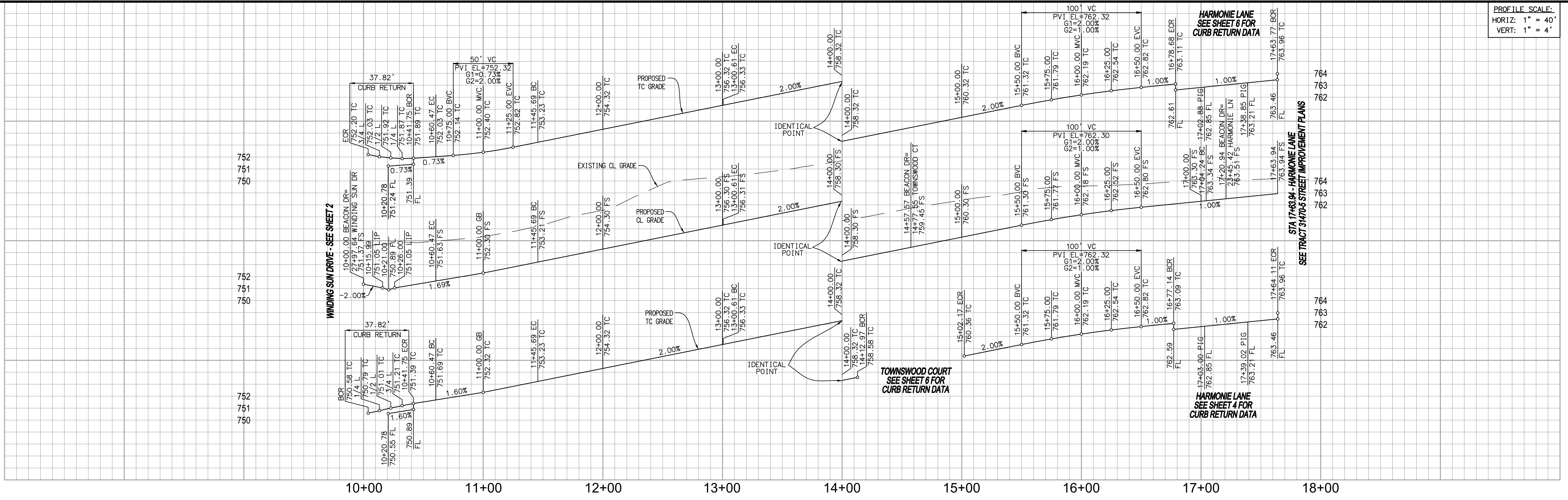
NPDES PERMIT#: W01D 833C365311

SHEET 4 OF 8 SHEETS
 FILE NO. 3247A

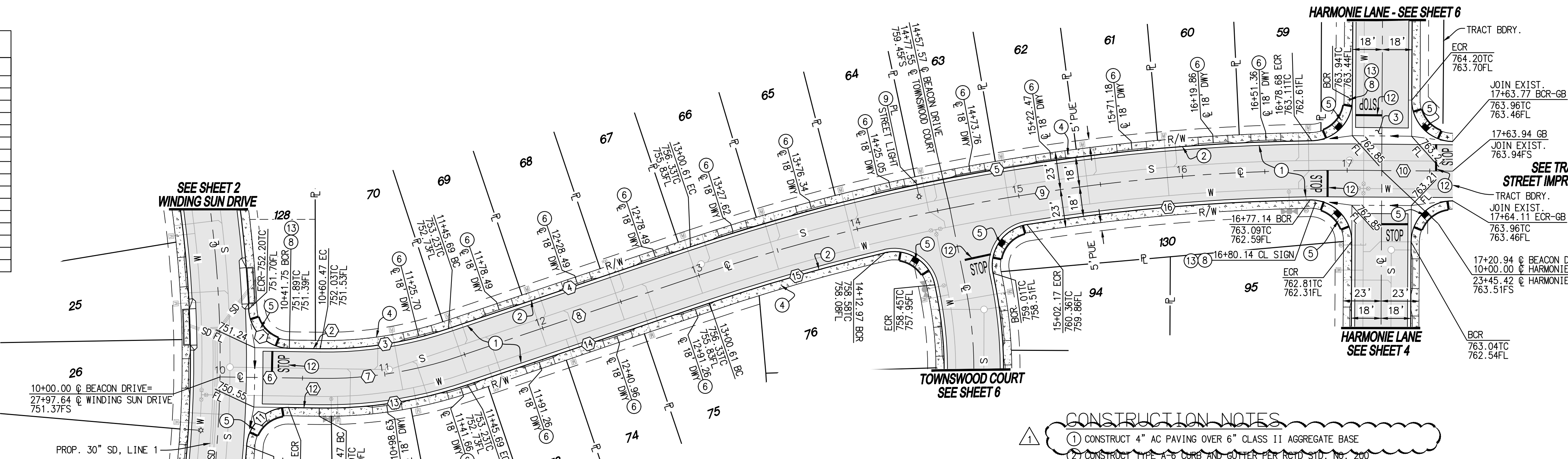
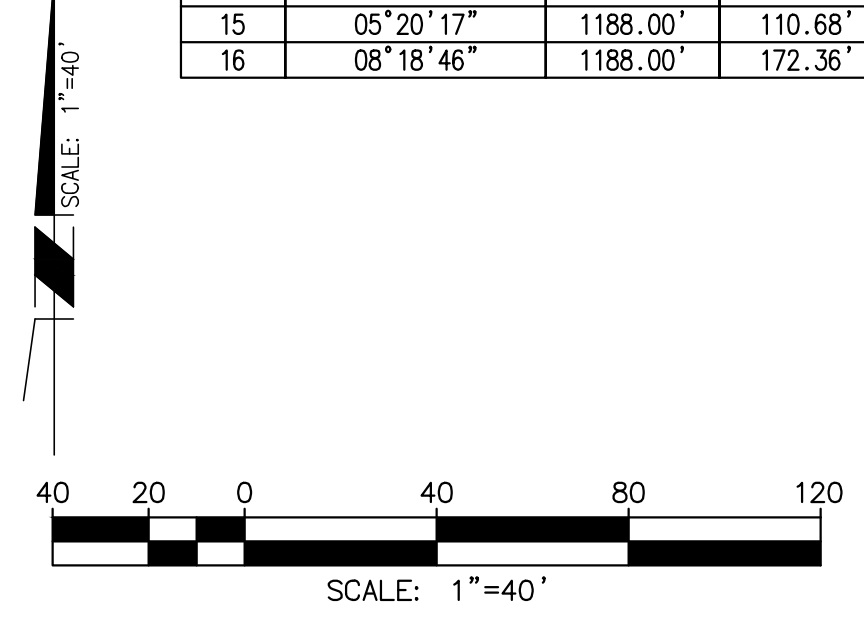
TRI POINTE HOMES

PROFILE SCALE:
HORIZ: 1" = 40'
VERT: 1" = 4'

REVISED: 06/24/2021




NO	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	86°40'56"	25.00'	37.82'	23.59'
2	N 89°09'01" W	---	18.72'	---
3	19°31'54"	232.00'	79.09'	39.93'
4	N 71°19'05" E	---	154.92'	---
5	17°57'42"	1224.00'	383.71'	193.44'
6	N 89°09'01" W	---	60.47'	---
7	19°31'54"	250.00'	85.22'	43.03'
8	N 71°19'05" E	---	154.92'	---
9	19°10'35"	1206.00'	403.63'	203.72'
10	N 89°30'21" W	---	59.70'	---
11	86°40'56"	25.00'	37.82'	23.59'
12	N 89°09'01" W	---	18.72'	---
13	19°31'54"	268.00'	91.36'	46.13'
14	N 71°19'05" E	---	154.92'	---
15	05°20'17"	1188.00'	110.68'	55.38'
16	08°18'46"	1188.00'	172.36'	86.33'



- CONSTRUCTION NOTES**
- CONSTRUCT 4" AC PAVING OVER 6" CLASS II AGGREGATE BASE
 - CONSTRUCT TYPE A CURB AND GUTTER PER RCTD STD. NO. 200
 - CONSTRUCT 10" CROSS GUTTER AND SPANDREL PER RCTD STD. NO. 209
 - CONSTRUCT SIDEWALK PER RCTD STD. NO. 401 (MODIFIED, WIDTH=5')
 - CONSTRUCT CURB RAMP, CASE B (WITH TRUNCATED DOMES) PER RCTD STD. NO. 403
 - CONSTRUCT 18" WIDE DRIVEWAY APPROACH PER DETAIL ON SHEET NO. 1
 - INSTALL STREET NAME SIGN PER RCTD STD. NO. 816
 - INSTALL STREET LIGHT PER SEPARATE STREET LIGHT PLAN
 - INSTALL STOP BAR AND LEGEND PER CALTRANS STD. A24D AND A24E
 - INSTALL R-1 STOP SIGN

THIS SHEET SUPERSEDES THE PREVIOUSLY APPROVED SHEET 5 APPROVED ON 4/9/2019 INCLUDING THOSE REVISIONS "CLOUDED" AND LABELED WITH Δ REVISION TRIANGLES.

FOR Δ ONLY


 JOHN D. TANNER III, P.E. DATE 6/24/2021
 R.C.E. 60132 EXP. 06-30-2022

NOTE:
ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.

NOTE:
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BEARING: N 52°49'02.84" E

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
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1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7", LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.
ELEV. = 2678.277 (1982), NGVD 29

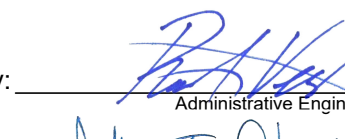
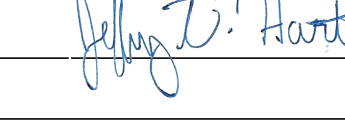
BY	MARK	DESCRIPTION	APPR.	DATE
JZ	Δ	REVISED CONST. NOTE 1.		6/24/21
				6/24/2021

Michael Baker INTERNATIONAL
75410 Gerald Ford Dr. Ste.100
Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM

SEAL

 JOHN D. TANNER III
 R.C.E. 60132 * EXP. 06/30/22 DATE 6/24/2021

DESIGN BY: LS
DRAWN BY: LS
CHECKED BY: SM
SCALE: AS NOTED
DATE: MAY 2021
JOB NUMBER: 149255


 CITY OF BEAUMONT
 CALIFORNIA
 INC. NOV. 19, 1912

Reviewed By: _____ Date: _____
 Recommended for Approval By:  Date: 07/14/2021
 Approved By:  Date: 07/20/2021

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

NPDES PERMIT#: W01D 833C365311

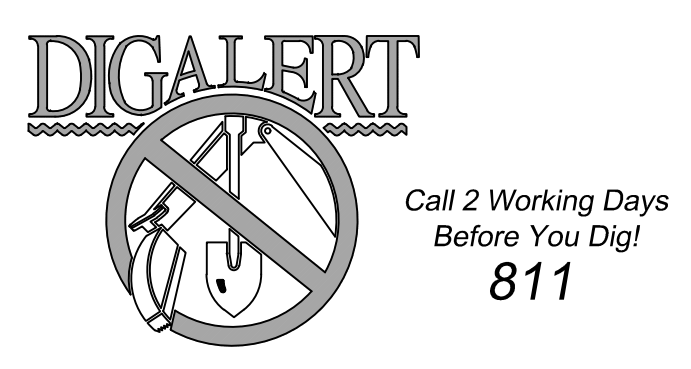
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT 31470-6

BEACON DRIVE
STA. 10+00.00 TO STA. 17+63.94

A PORTION OF SEC. 35, T 2 S, R 1 W, SBM

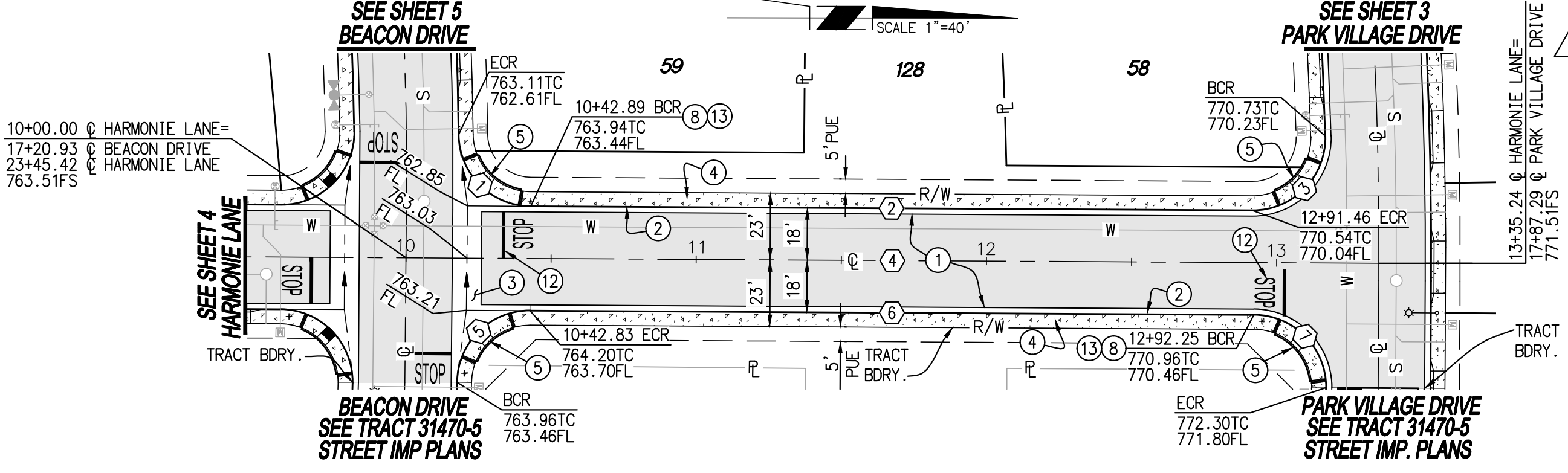
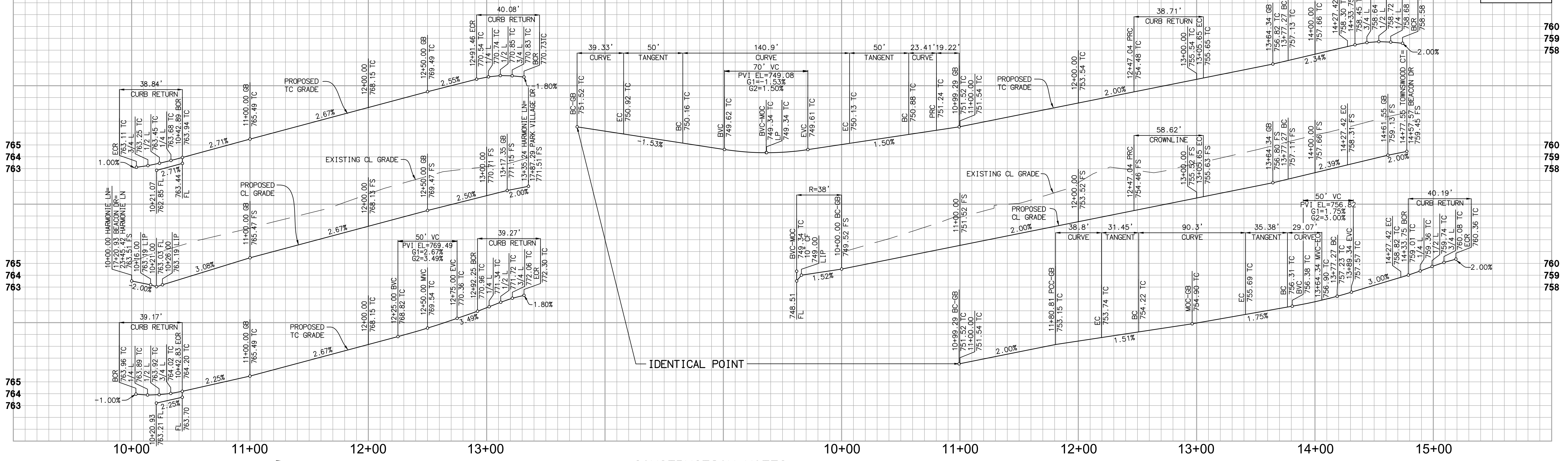
FOR:
TRI POINTE HOMES

SHEET
5
OF 8 SHEETS
FILE NO:
3247A



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PROFILE SCALE:
HORIZ: 1" = 40'
VERT: 1" = 4'



- CONSTRUCTION NOTES**
- CONSTRUCT 4" AC PAVING OVER 6" CLASS 11 AGGREGATE BASE
 - CONSTRUCT 18" A.C. CURB AND GUTTER PER RCTD STD. NO. 260
 - CONSTRUCT 10" CROSS GUTTER AND SPANDREL PER RCTD STD. NO. 209
 - CONSTRUCT SIDEWALK PER RCTD STD. NO. 401 (MODIFIED, WIDTH=5')
 - CONSTRUCT CURB RAMP, CASE B (WITH TRUNCATED DOMES) PER RCTD STD. NO. 403
 - CONSTRUCT 18" WIDE DRIVEWAY APPROACH PER DETAIL ON SHEET NO. 1
 - CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE C
 - INSTALL STREET NAME SIGN PER RCTD STD. NO. 816
 - INSTALL STREET LIGHT PER SEPARATE STREET LIGHT PLAN
 - INSTALL STOP BAR AND LEGEND PER CALTRANS STD. A24D AND A24E
 - INSTALL R-1 STOP SIGN
 - CONSTRUCT CATCH BASIN PER RCTD & WCD STD. NO. CB100 (W & V PER PLAN)
 - CONSTRUCT 12.5' WIDE DRIVEWAY APPROACH PER DETAIL ON SHEET NO. 1

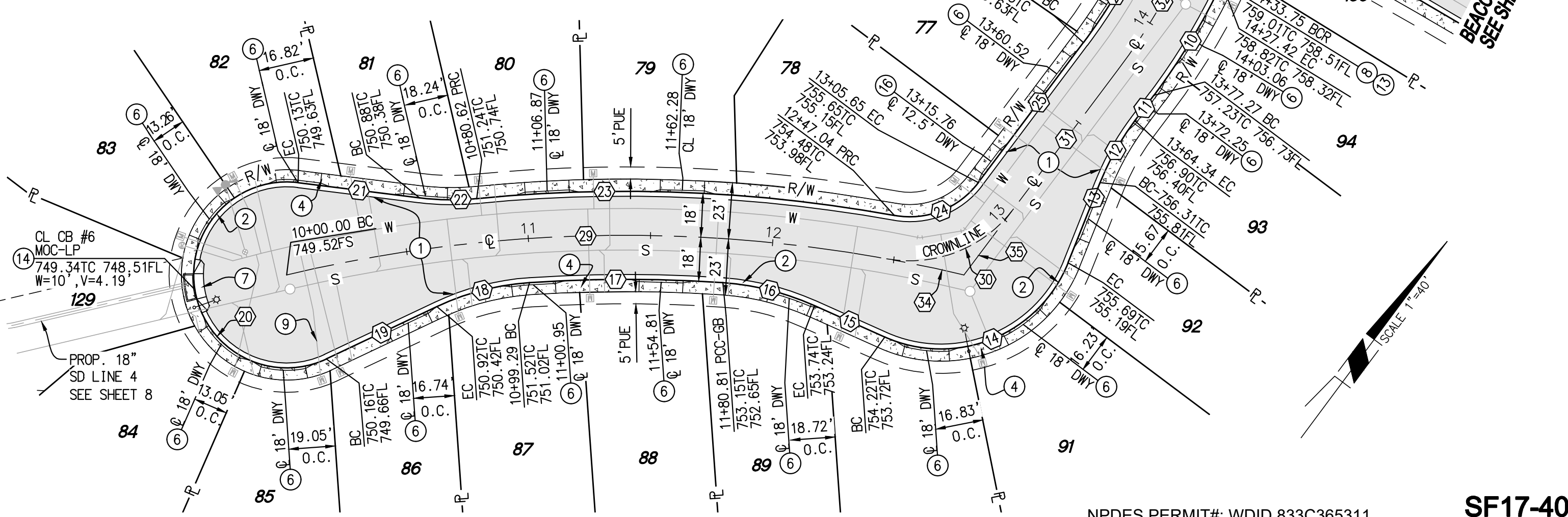
THIS SHEET SUPERSEDES THE PREVIOUSLY APPROVED SHEET 6 APPROVED ON 4/9/2019 INCLUDING THOSE REVISIONS "CLOUDED" AND LABELED WITH Δ REVISION TRIANGLES.

FOR Δ ONLY

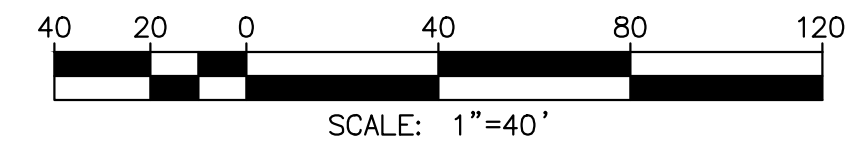
REGISTERED PROFESSIONAL ENGINEER
JOHN D. TANNER III
No. 60132
CIVIL
STATE OF CALIFORNIA

JOHN D. TANNER III, P.E. DATE 6/24/2021
R.C.E. 60132 EXP. 06-30-2022

**TOWNSWOOD COURT
(PRIVATE)**



LINE/CURVE DATA TABLE					LINE/CURVE DATA TABLE				
NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT	NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	89°00'39"	25.00'	38.84'	24.57'	19	N 28°04'20" E	---	50.00'	---
2	N 00°16'08" E	---	248.57'	---	20	N 21°26'37"	38.00'	140.90'	---
3	91°51'18"	25.00'	40.08'	25.82'	21	N 60°30'57" E	---	50.00'	---
4	N 00°16'08" E	---	335.24'	---	22	N 12°46'20"	105.00'	23.41'	11.75'
5	89°46'29"	25.00'	39.17'	24.90'	23	N 15°53'31"	618.00'	171.41'	86.26'
6	N 00°16'08" E	---	249.42'	---	24	N 63°22'00"	35.00'	38.71'	21.60'
7	90°00'00"	25.00'	39.27'	25.00'	25	N 00°16'08" E	---	71.61'	---
8	92°07'08"	25.00'	40.19'	25.94'	26	N 11°29'38"	232.00'	46.54'	23.35'
9	N 11°13'30" W	---	6.34'	---	27	N 11°13'30" W	---	6.34'	---
10	N 11°29'38"	268.00'	53.76'	26.97'	28	92°07'08"	25.00'	40.19'	25.94'
11	N 00°16'08" E	---	12.93'	---	29	N 23°35'26"	600.00'	247.04'	125.29'
12	15°08'15"	110.00'	29.07'	14.62'	30	N 63°22'00"	53.00'	58.62'	32.71'
13	N 14°52'07" W	---	35.38'	---	31	N 00°16'08" E	---	71.61'	---
14	N 23°23'23"	56.00'	90.30'	58.39'	32	N 11°29'38"	250.00'	50.15'	25.16'
15	N 77°31'16" E	---	31.45'	---	33	N 11°13'30" W	---	50.13'	---
16	20°12'34"	110.00'	38.80'	19.60'	34	03°05'01"	600.00'	32.29'	16.15'
17	07°47'06"	582.00'	79.08'	39.60'	35	N 00°16'08" E	---	33.68'	---
18	21°27'16"	105.00'	39.33'	19.89'					



NOTE:
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NOTE:
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BEARING: N 52°49'02.84" E

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
DESCRIPTION:
1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7", LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.

BY	MARK	DESCRIPTION	APPR.	DATE
JZ	Δ	REVISED CONST. NOTE 1.		6/24/21
		REVISIONS		CITY

Michael Baker INTERNATIONAL
75410 Gerald Ford Dr. Ste. 100
Palm Desert, CA 92211
Phone: (760) 348-7481
MBAKERINTL.COM

SEAL
REGISTERED PROFESSIONAL ENGINEER
JOHN D. TANNER III
No. 60132
CIVIL
STATE OF CALIFORNIA

DESIGN BY: LS
DRAWN BY: LS
CHECKED BY: SM
SCALE: AS NOTED
DATE: MAY 2021
JOB NUMBER: 149255

CITY OF BEAUMONT
CALIFORNIA
INC. NOV. 18, 1912

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: 07/14/2021
Approved By: *John D. Harts* Date: 07/20/2021

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

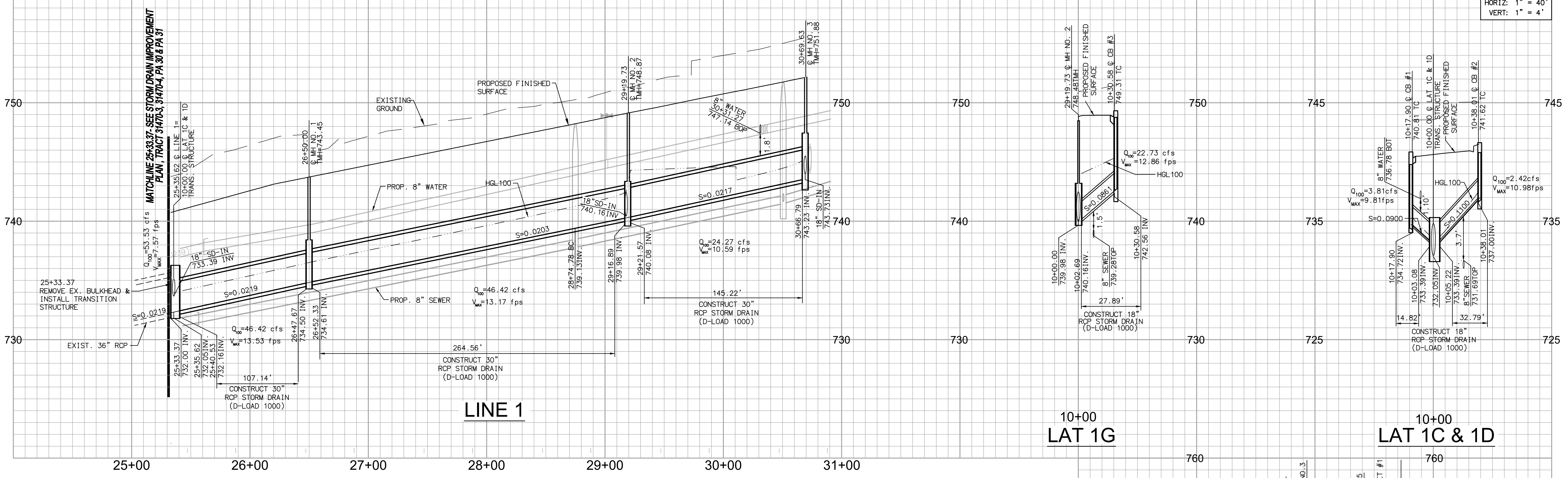
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT 31470-6
HARMONIE LANE
STA. 10+00.00 TO STA. 13+35.24
TOWNSWOOD COURT
STA. 10+00.00 TO STA. 14+77.55
A PORTION OF SEC. 35, T 2 S, R 1 W, SBM

NPDES PERMIT#: WDD1 833C365311

FOR: **TRI POINTE HOMES**

SHEET 6
OF 8 SHEETS
FILE NO: **3247A**

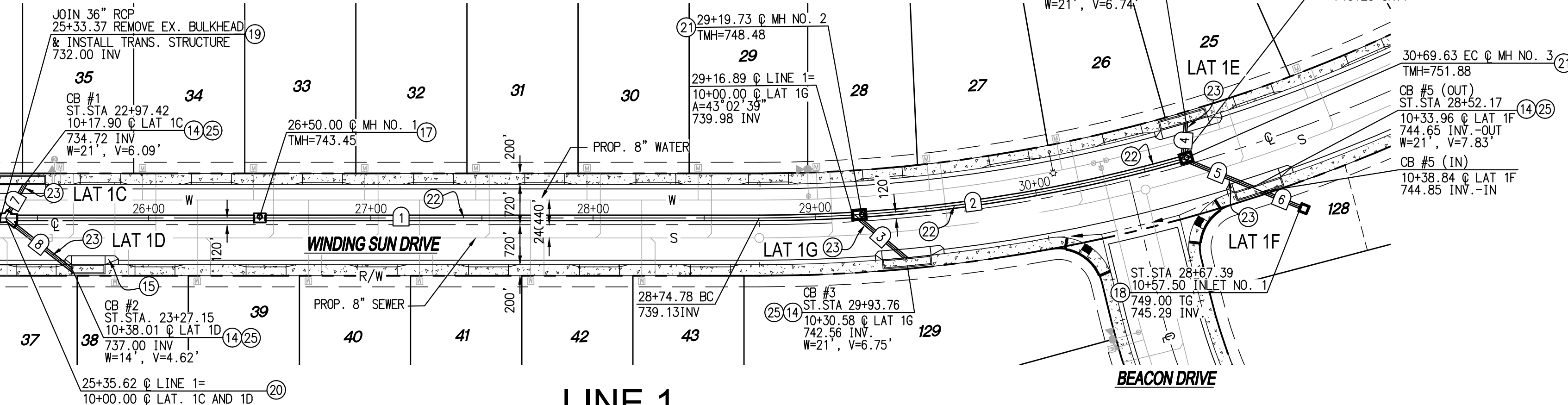
REVISED: 06/24/2021
ITEM 9
3/30/21 2:29 PM
JACOB.ZEPEDA - 3/30/21 2:29 PM



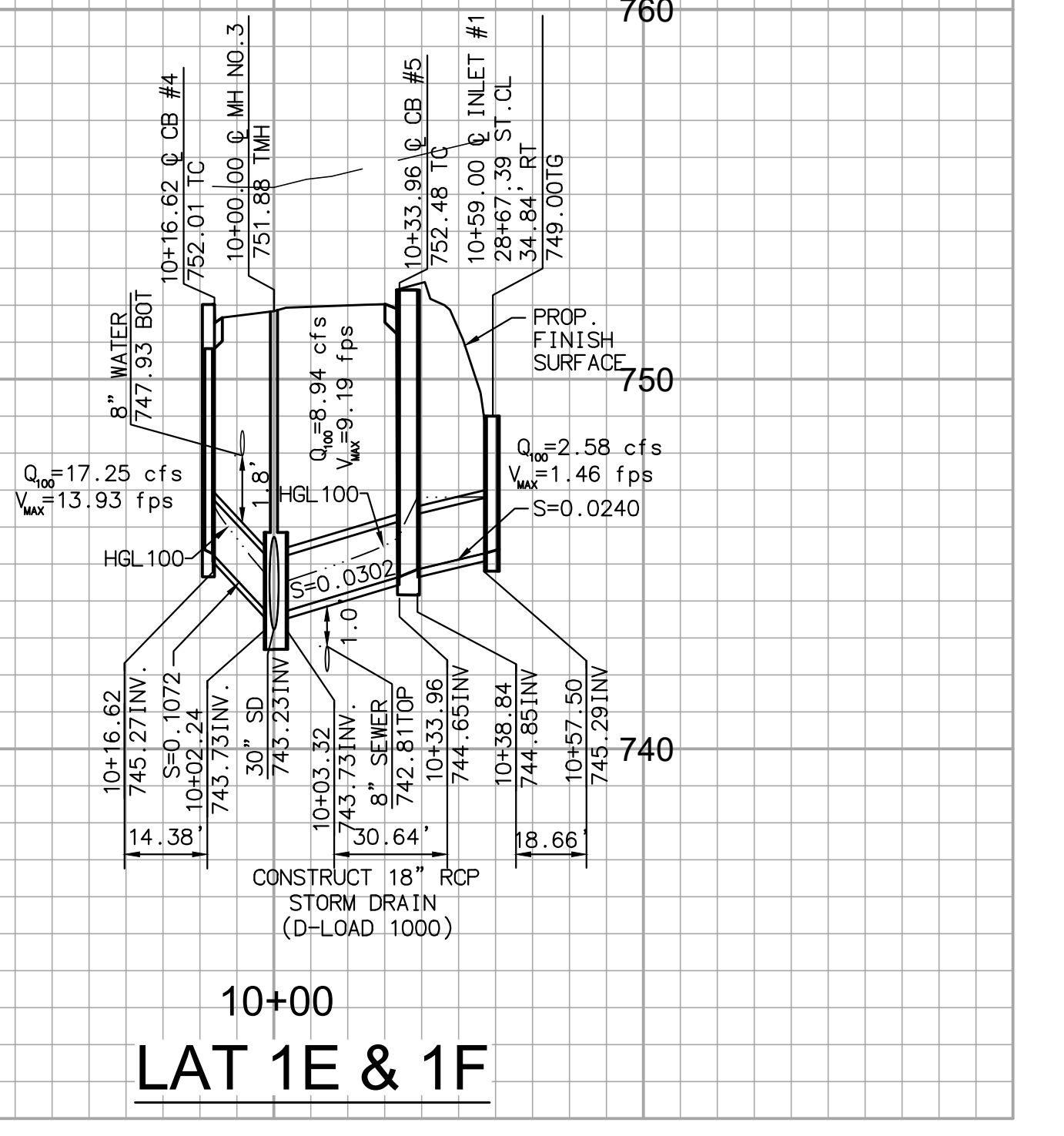
10+00
LAT 1G

10+00
LAT 1C & 1D

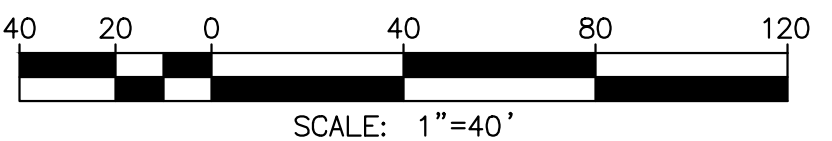
MATCHLINE 25+33.37- SEE STORM DRAIN IMPROVEMENT PLAN, TRACT 31470-3, 31470-4, PA 30 & PA 31



LINE 1



10+00
LAT 1E & 1F



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BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
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ELEV. = 2678.277 (1982), NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

CONSTRUCTION NOTES

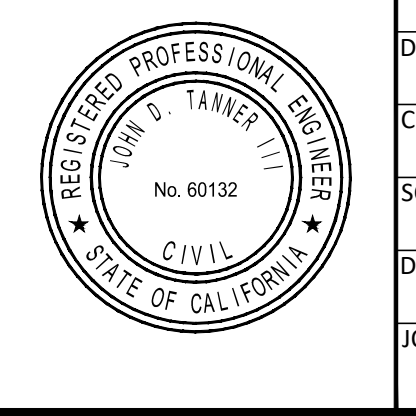
- (14) CONSTRUCT CATCH BASIN PER RCFCD & WCD STD. NO. CB100 (W & V PER PLAN)
- (15) CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE B
- (17) CONSTRUCT MANHOLE NO. 1 PER RCFCD & WCD STD. NO. MH251
- (18) INSTALL 36" SQUARE DRAIN INLET PER JENSEN PRECAST DI3636 OR APPROVED EQUAL
- (19) REMOVE EXISTING CONCRETE BULKHEAD PER RCFCD & WCD STD. NO. M816
- (21) CONSTRUCT MANHOLE NO. 4 PER RCFCD & WCD STD. NO. MH254
- (22) INSTALL 30" RCP OR CIPP STORM DRAIN (D-LOAD PER PLAN)
- (23) INSTALL 18" RCP OR CIPP STORM DRAIN (D-LOAD PER PLAN)
- (25) INSTALL CONNECTOR PIPE SCREEN PER UNITED STORM WATER, INC OR APPROVED EQUAL

NO	BEARING/DELTA	RADIUS	LENGTH
1	N14°37'03"E	---	341.41'
2	15°52'17"	697.00'	194.85'
3	N54°51'12"E	---	30.58'
4	N70°23'07"W	---	16.62'
5	N36°57'17"E	---	33.96'
6	N36°57'17"E	---	18.66'
7	N45°22'57"W	---	17.90'
8	N52°41'08"E	---	38.01'



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Palm Desert, CA 92211
Phone: (760) 348-7481
MBAKERINTL.COM

JOHN D. TANNER III
R.C.E. - 60132 * EXP. 06/30/22



DESIGN BY: LS
DRAWN BY: LS
CHECKED BY: MBS
SCALE: AS NOTED
DATE: MAY 2021
JOB NUMBER: 149255

Reviewed By: _____ Date: _____
Recommended for Approval By: *[Signature]* Date: 07/14/2021
Approved By: *[Signature]* Date: 07/20/2021

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

NPDES PERMIT#: WDD1833C365311

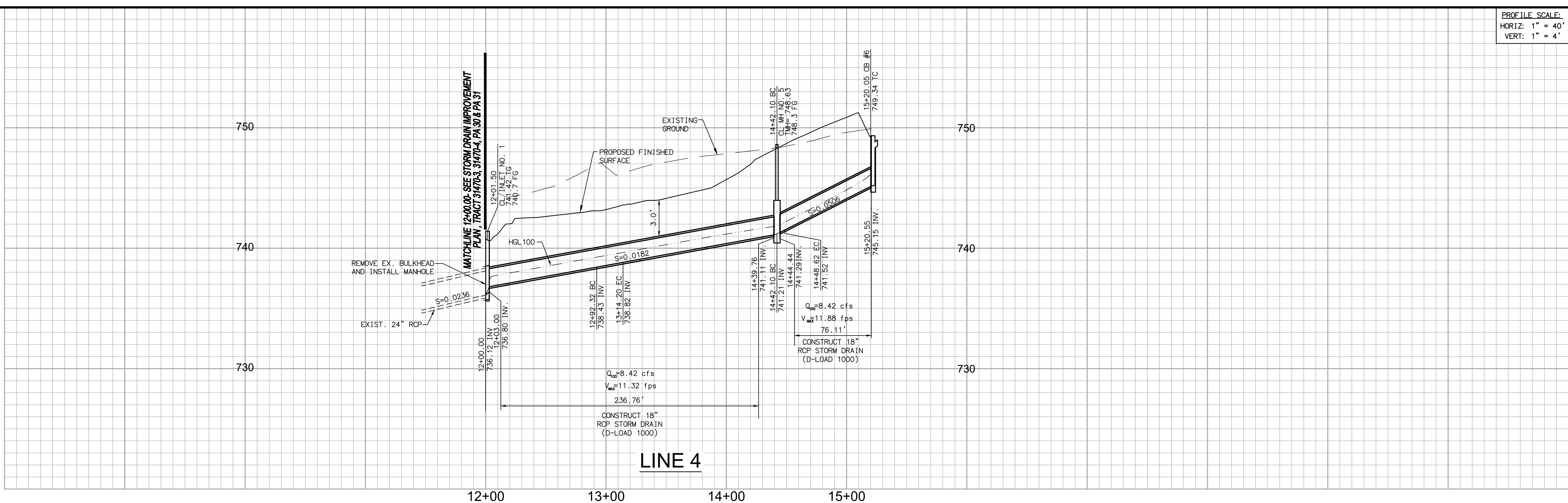
CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT 31470-6

LINE 1 - FROM STA. 25+33.37 TO STA. 30+69.63
LINE 11 - FROM STA. 10+00.00 TO STA. 10+47.24
LATERALS 1C, 1D, 1E, 1F, 11A AND 11B

A PORTION OF SEC. 35, T 2 S, R 1 W, SBM

TRI POINTE HOMES

SHEET
7
OF 8 SHEETS
FILE NO: **3247A**

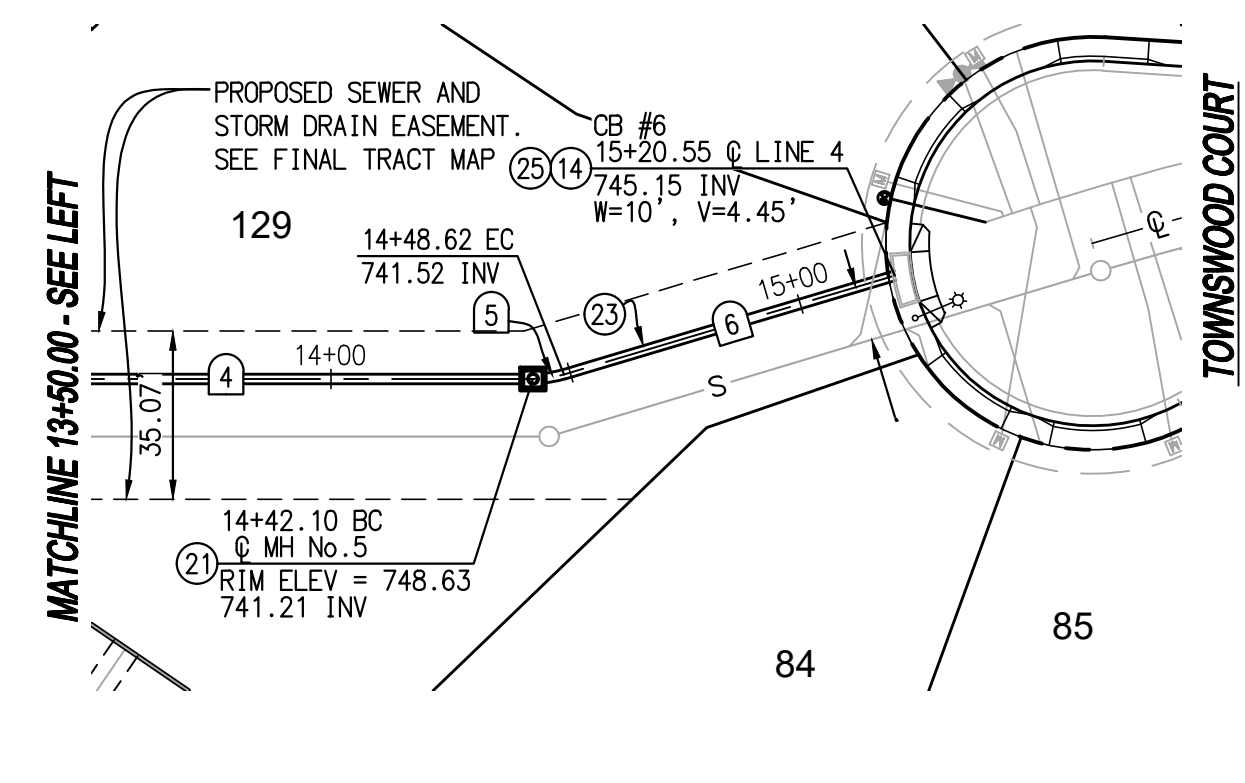
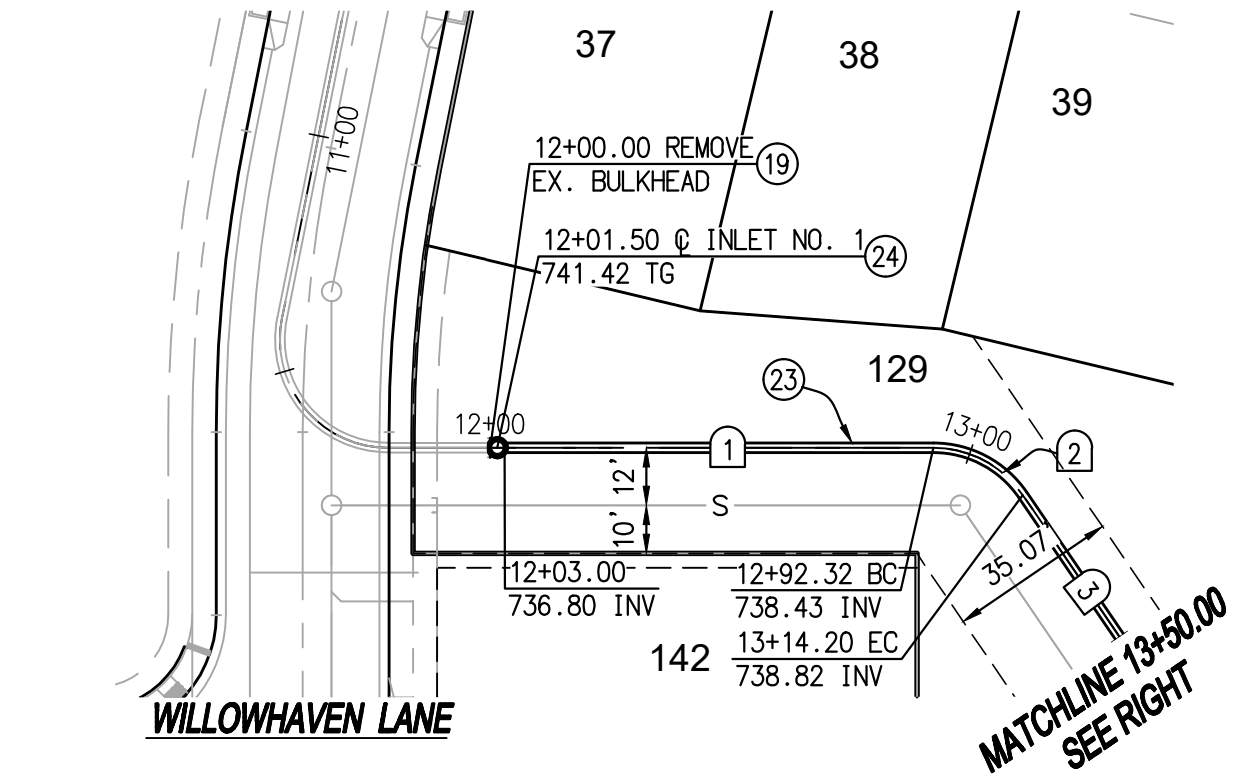


NO	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	N01°09'10"E	--	92.32'	--
2	S5°42'44"E	22.50'	21.88'	11.89'
3	N56°51'54"E	--	35.80'	--
4	N56°51'54"E	--	92.10'	--
5	S16°36'57"E	22.50'	6.52'	3.29'
6	N40°14'57"E	--	71.93'	--

CONSTRUCTION NOTES

- 14 CONSTRUCT CATCH BASIN PER RCFCD & WCD STD. NO. CB100 (W & V PER PLAN)
- 19 REMOVE EXISTING CONCRETE BULKHEAD PER RCFCD & WCD STD. NO. M816
- 21 CONSTRUCT MANHOLE NO. 4 PER RCFCD & WCD STD. NO. M4254
- 23 INSTALL 18" RCP OR CIPP STORM DRAIN (D-LOAD PER PLAN)
- 24 INSTALL INLET TYPE X PER RCFCD & WCD STD. NO. CB108
- 25 INSTALL CONNECTOR PIPE SCREEN PER UNITED STORM WATER, INC OR APPROVED EQUAL

**SEE STORM DRAIN IMPROVEMENT PLAN
 TRACT 3140-3, 31470-4, PA 30 & PA31
 WILLOWHAVEN LANE**



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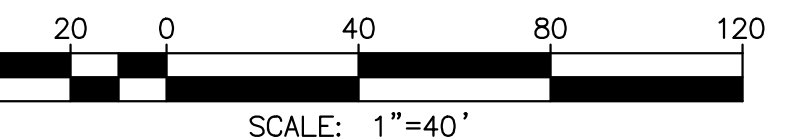
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BY	MARK	DESCRIPTION	APPR.	DATE



Michael Baker INTERNATIONAL
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 Palm Desert, CA 92211
 Phone: (760) 348-7481
 MBAKERINTL.COM

John D. Tanner III
 JOHN D. TANNER III
 R.L.C.E. 60132 * EXP. 06/30/22
 6/24/2021 DATE



DESIGN BY: LS
 DRAWN BY: LS
 CHECKED BY: MBS
 SCALE: AS NOTED
 DATE: MAY 2021
 JOB NUMBER: 149255



Reviewed By: _____ Date: _____
 Recommended for Approval By: *[Signature]* Date: 07/14/2021
 Approved By: *[Signature]* Date: 07/20/2021

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

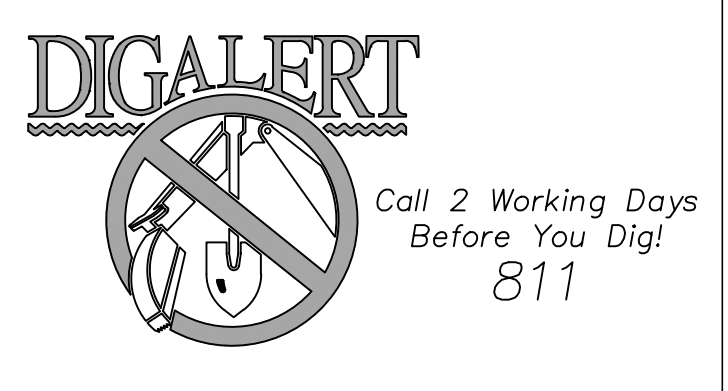
NPDES PERMIT#: WDDI 833C365311

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT 31470-6
 LINE 4 - FROM STA. 12+00.00 TO STA. 15+20.55

A PORTION OF SEC. 35, T 2 S, R 1 W, SBM

FOR: **TRI POINTE HOMES**

SHEET
8
 OF 8 SHEETS
 FILE NO: **3247A**





Staff Report

TO: City Council
FROM: Robert Vestal, Assistant Public Works Director
DATE: September 07, 2021
SUBJECT: **Accept Security Agreement and Performance and Payment Bond No. LICX1203090 for Street Improvements Associated with CUP 2020-046 and 047**

Background and Analysis:

The City requires all developers to provide security for public improvements consisting of, but not limited to, sewer improvements, street improvements, storm drain improvements, utility improvements, and monument improvements.

Evergreen-Eighth and Highland Springs, LLC CUP 2020-046 and 047

The developer, Evergreen-Eighth and Highland Springs, LLC is proposing to construct all work associated with the following improvements:

- Public Works file No. 2020-0609, as shown on City File No. 3371, under performance and payment bond No. LICX1203090 for CUP 2020-046 and 047. Improvements generally consist of curb and gutter, ac paving, sidewalk, striping, signing, and street lighting; along Eighth Street, and Highland Springs Avenue. Refer to Figure 1 for location of improvements.

Evergreen-Eighth and Highland Springs, LLC has provided a security agreement and security in the form of a bond for the public improvements. The agreement has been reviewed by City staff and found to be consistent with the Beaumont Municipal Code. The following table is a summary of the security:

Table 1

Security #	Security Type	Type of Improvement	Principal
LICX1203090	Performance Bond	Street	Evergreen-Eighth and Highland Springs, LLC

City staff recommends that City Council accept the Security Agreement and securities listed in Table 1.

Figure 1- Location of Improvements



Fiscal Impact:

The cost of preparing the staff report is estimated to be \$350.

Recommended Action:

Accept Security Agreement and Performance and Payment Bond No. LICX1203090 for Street Improvements associated with CUP 2020-046 and 047.

Attachments:

- A. Performance and Payment Bond No. LICX1203090 and security agreement for Street Improvements, plans, and cost estimate

Basic Gov (Sales Force) #
File #

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP
OR PARCEL MAP OR PLOT PLAN
(CUP 2020-0046, CUP 2020-0047)
PW2020-0609**

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS (“Security Agreement”) is made by and between CITY OF BEAUMONT (“CITY”) and EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C. an Arizona limited liability company (“DEVELOPER”).

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to **CUP2020-0046, CUP 2020-0047, PW 2020-0609**, (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

obtain Worker’s Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

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

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

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

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

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

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

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

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

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

11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

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

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

EXHIBIT "A"

LICX1203090

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For CUP2020-0046, CUP 2020-0047, PW 2020-0609, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on CUP2020-0046, CUP 2020-0047, PW 2020-0609, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and LEXON INSURANCE COMPANY, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Fifty Three Thousand Five Hundred Thirty One and 16/100s dollars (\$ 53,531.16) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 19th, 2021.

(Seal)

LEXON INSURANCE COMPANY

SURETY

By: *Leigh McCarthy*
Name: Leigh McCarthy
Title: Attorney-In-Fact
Address: 2307 River Road, Suite 200
Louisville, KY 40206

(Seal)

EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., an Arizona limited liability company
By: Evergreen Development Company-2019, L.L.C., an Arizona limited liability company
Its: Manager
By: Evergreen Devco, Inc., a California corporation
Its: Manager

PRINCIPAL

By: *Doug Leventhal*
Name: Doug Leventhal
Title: Chief Operating Officer
By: *Doug Leventhal*
Name: Doug Leventhal
Title: COO
Address: 2390 E Camelback Road, Suite 410
Phoenix, AZ 85016

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

LICX1203090

EXHIBIT "B"
PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For CUP2020-0046, CUP 2020-0047, PW 2020-0609, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Fifty Three Thousand Five Hundred Thirty One and 16/100s dollars (\$ 53,531.16), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 19th, 2021.

(Seal)

(Seal)

LEXON INSURANCE COMPANY

EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., an Arizona limited liability company
By: Evergreen Development Company-2019, L.L.C., an Arizona limited liability company
Its: Manager
By: Evergreen Devco, Inc., a California corporation
Its: Manager

SURETY

PRINCIPAL

By: Leigh McCarthy
Name: Leigh McCarthy
Title: Attorney-In-Fact
Address: 2307 River Road, Suite 200
Louisville, KY 40206

By: Doug Leventhal
Name: Doug Leventhal
Title: Chief Operating Officer
By: _____
Name: _____
Title: _____
Address: 2390 E Camelback Road, Suite 410
Phoenix, AZ 85016

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ACKNOWLEDGMENT SURETY

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

State of Kentucky)
County of Jefferson)

On July 19, 2021 before me, Barbara A. Duncan, Notary Public
(insert name and title of the officer)

personally appeared Leigh McCarthy, Attorney-in-Fact for Lexon Insurance Company ,
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.

BARBARA A. DUNCAN
Notary Public, State at Large, KY
My comm. expires June 28, 2024
Notary ID #KYNP7318

WITNESS my hand and official seal.

Signature *Barbara A. D.* (Seal)

ACKNOWLEDGMENT PRINCIPAL

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

State of Arizona)
County of Maricopa)

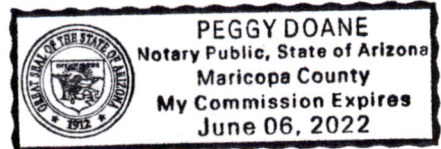
On July 23, 2021 before me, Peggy Doane / office Mgr.
(insert name and title of the officer)

personally appeared Doug Leventhal - COO,
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 Peggy Doane



(Seal)



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.




Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

<p>Endurance Assurance Corporation</p> <p>By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 	<p>Endurance American Insurance Company</p> <p>By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 	<p>Lexon Insurance Company</p> <p>By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 	<p>Bond Safeguard Insurance Company</p> <p>By: <i>Richard M Appel</i> Richard Appel; SVP & Senior Counsel</p> 
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ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

- I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:
1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
 2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT** ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 19th day of July, 2021.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

COUNTY OF RIVERSIDE • TRANSPORTATION DEPARTMENT
PW 2020-0609 OFFSITE IMPROVEMENTS

Printed on: July 19, 2021

Item 10.

Engineer's Estimate

Project Number: **PW2020-0609** Description: Improvements for 8th Street and North Highland Springs Avenue

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY	BID	AMOUNT
1	377501	SLURRY SEAL	SQYD	2,191.00	0.50	1,095.50
2	17302	MINOR CONCRETE (CROSS-GUTTER) (CRS 209)	SQFT	284.24	6.00	1,705.44
3	17309	MINOR CONCRETE (TYPE 'D' CURB) (CRS 204)	LF	33.21	5.00	166.05
4	17312	MINOR CONCRETE (COMMERCIAL DRIVEWAY) (CRS 207A)	SQFT	1,240.80	10.00	12,408.00
5	731656	CURB RAMP DETECTIBLE WARNING SURFACE	EA	5.00	500.00	2,500.00
6	390103	ASPHALT CONCRETE (TYPE B)	TON	22.40	30.00	672.00
7	731521	MINOR CONCRETE (SIDEWALK)	SQFT	3,040.66	4.00	12,162.64
8	260201	CLASS 2 AGGREGATE BASE	CY	159.00	25.00	3,975.00
9	190101	ROADWAY EXCAVATION	CY	25.30	20.00	506.00
10	17316	MINOR CONCRETE (CURB RAMP)	EA	1.00	2,400.00	2,400.00
11	650014	18" RIENFORCED CONCRETE PIPE	LF	17.00	90.00	1,530.00
12	681022	6" PLASTIC PIPE	LF	80.00	14.00	1,120.00
13	860402	LIGHTING (CITY STREET)	EA	2.00	2,000.00	4,000.00

SUBTOTAL
Items 1 - 13

FORTY-FOUR THOUSAND, TWO HUNDRED FORTY AND SIXTY-THREE CENTS

44,240.63

"Words"

MOBILIZATION

14	999990	MOBILIZATION (ALL PREVIOUS ITEMS) [@ 10%]	LS	1.00	4,424.06	4,424.06
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CONTINGENCY

15	999994	CONTINGENCY [@ 10%]	LS	1.00	4,866.47	4,866.47
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GRAND TOTAL

FIFTY-THREE THOUSAND, FIVE HUNDRED THIRTY ONE AND SIXTEEN CENTS

53,531.16

"Words"

Scott Hoffman

6/28/2021

Prepared by:

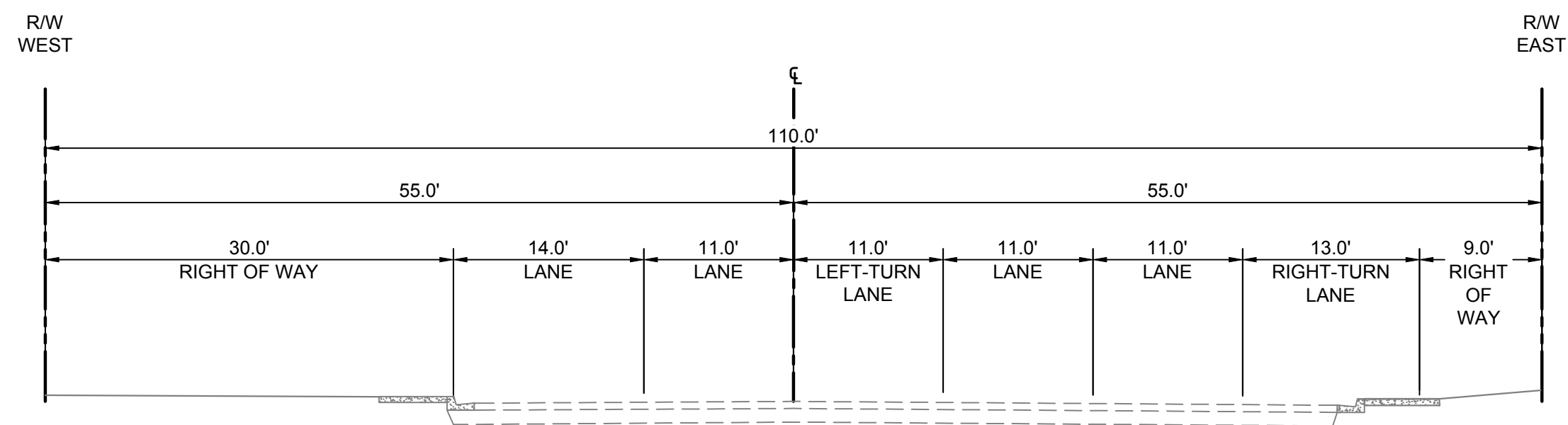
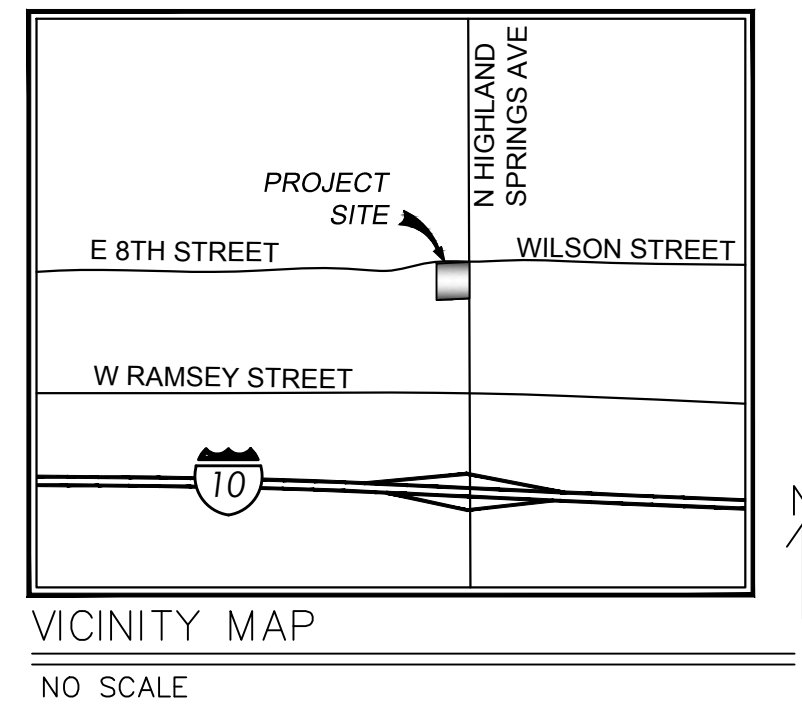
Bryan Nord, PE

6/28/2021

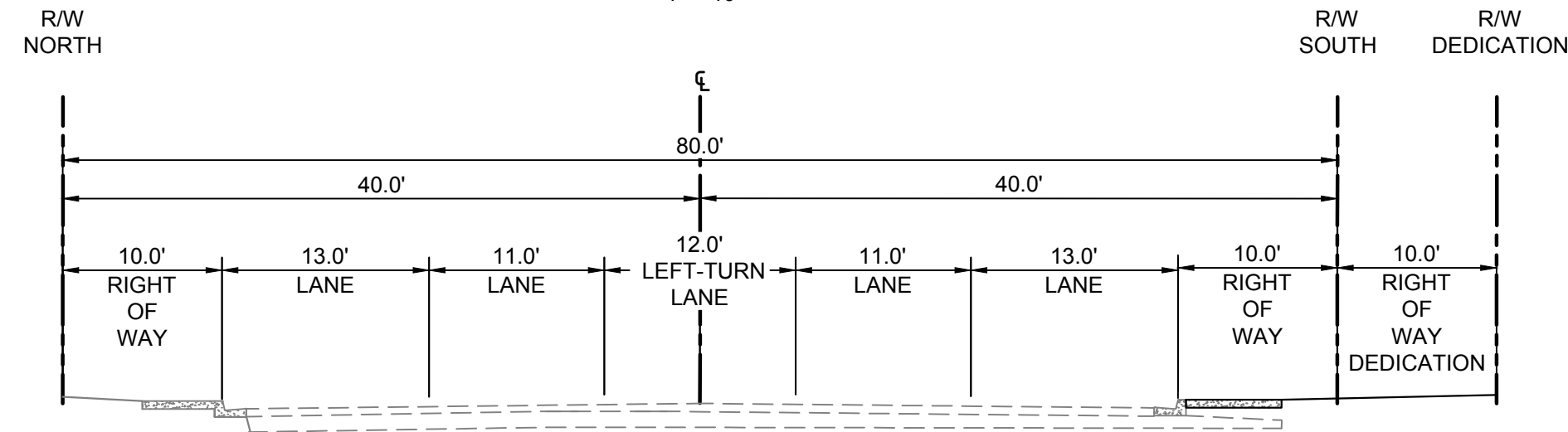
Checked by:



GRADING AND IMPROVEMENT PLANS FOR: TENTATIVE PARCEL MAP NO. 37938, CUP 2020-046, 047 CITY OF BEAUMONT, CA 92223



TYP. SECTION
NORTH HIGHLAND SPRINGS AVE.
1" = 10'



TYP. SECTION
8TH STREET
1" = 10'

OWNER/APPLICANT

OWNER EVERGREEN - 8TH & HIGHLAND SPRING, L.L.C. 2390 EAST CAMELBACK RD, SUITE 410 PHOENIX, AZ 85016	APPLICANT EVERGREEN - 8TH & HIGHLAND SPRING, L.L.C. KAYTLIN FOX 2390 EAST CAMELBACK RD, SUITE 410 PHOENIX, AZ 85016 KFOX@EVGRE.COM 602-808-8600
--	--

SITE ADDRESS

PARCEL 1 (7-11):
1687 E EIGHTH STREET, BEAUMONT, CA 92223

ASSESSORS PARCEL NO.

419-150-034

PARCEL 2 (QSR):
1675 E EIGHTH STREET, BEAUMONT, CA 92223

LEGAL DESCRIPTION

PARCEL 1 OF PARCEL MAP NO. 5570, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 34 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

SHEET INDEX

SHEET DESCRIPTION	SHEET #
TITLE SHEET	1
GENERAL NOTES	2
PRIVATE ENGINEER NOTES	3
ROUGH GRADING PLAN	4
PUBLIC IMPROVEMENTS	5
EROSION CONTROL	6
LIGHTING PLAN TITLE SHEET	7
STREET LIGHT DETAILS & CIRCUIT DIAGRAM	8
STREET LIGHT POWER PLAN	9

ZONING

CC - COMMUNITY COMMERCIAL

EARTHWORK RESULTS

CUT (CU. YD.):	4350
FILL (CU. YD.):	240
NET CUT (CU. YD.):	4110

GROSS NET AREA (AC)	2.08
DISTURBED AREA (AC)	2.08

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR(S)

- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
- QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
- THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BEAUMONT IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

Bryan Nord
BRYAN NORD, R.C.E. NO. 87326
05-12-2021
DATE



LEGEND

PROPOSED IMPROVEMENTS

IMPROVEMENT	SYMBOL
CONTOUR	100
FLOW LINE SLOPE	X XX%
SPOT ELEVATION	X XX 100.00
PRIVATE STORM DRAIN LIMIT OF PAD	[Symbol]
STORM DRAIN CLEAN OUT	[Symbol]
SILT FENCE	[Symbol]
GRAVEL BAGS	[Symbol]
CONSTRUCTION ENTRANCE	[Symbol]
INLET PROTECTION	[Symbol]
SAMPLING LOCATION	[Symbol]

EXISTING IMPROVEMENTS

ITEM	SYMBOL
PROPERTY LINE / RIGHT-OF-WAY	R/W
CENTERLINE	[Symbol]
EASEMENT	[Symbol]
LOT LINE	[Symbol]
FENCE	X X
GAS PIPE	G G
CONTOUR	100
SEWER PIPE	S W
WATER PIPE	W W
CONCRETE	[Symbol]
AC PAVEMENT	[Symbol]
LANDSCAPE	[Symbol]
SIDEWALK	[Symbol]
CRACK FILL AND SLURRY COAT	[Symbol]

SCOPE OF WORK PROPOSED

THE PROJECT PROPOSES THE GRADING, CONSTRUCTION OF A BUILDING PAD, AND PUBLIC IMPROVEMENTS FOR A PROPOSED CONVENIENCE STORE, GASOLINE SERVICE STATION, AND DRIVE-THRU RESTAURANT. THE IMPROVEMENT WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS, CURRENT AT THE TIME OF CONSTRUCTION, AS DIRECTED BY THE CITY ENGINEER.

- BEAUMONT MUNICIPAL CODE.
- FOR STREETS: RIVERSIDE COUNTY ORDINANCE NO. 461. FLOOD CONTROL FACILITIES: THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S STANDARDS FOR FLOOD CONTROL FACILITIES. SANITARY SEWER FACILITIES: THE EASTERN MUNICIPAL WATER DISTRICT'S STANDARDS FOR SANITARY SEWER FACILITIES. ALL OTHER PUBLIC WORKS: THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).
- THIS SET OF PLANS.
- PLANNING APPROVAL NUMBERS PP2020-0276, CUP2020-0046, CUP2020-047, PW2020-0007 (TPM37938), & ENV2020-0012, DATED OCTOBER 8, 2020.
- SOILS REPORT AND RECOMMENDATIONS BY SALEM ENGINEERING GROUP, INC. PROJECT NO. 3-220-0008, DATED JANUARY 31, 2020
- PARCEL 1 AND PARCEL 2 TO SUBMIT FINAL WATER QUALITY MANAGEMENT PLAN AND DRAINAGE REPORT WITH PRECISE GRADING AND ONSITE IMPROVEMENT PLANS.

APPLICABLE CODES

- THE FOLLOWING CODES AND REGULATIONS ARE APPLICABLE TO THIS PROJECT:
- 2019 CALIFORNIA BUILDING CODE
 - 2019 CALIFORNIA PLUMBING CODE
 - 2019 CALIFORNIA GREEN BUILDING CODE - CALGREEN
 - CITY OF BEAUMONT MUNICIPAL CODE

WDID#: 8 33C393742

PW2020-0609



BENCHMARK: NO. 07.A.82			
LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF OAK VALLEY PARKWAY AND PENNSYLVANIA AVENUE, 59.0 FEET SOUTHERLY AND 22.0 FEET EASTERLY OF THE CENTERLINE INTERSECTION. 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7".			
ELEV. 2678.277 U.S. SURVEY FEET (1982)			
DESIGN BY: -			
DRAWN BY: -			
CHECKED BY: -			
SCALE: AS SHOWN			
DATE: 05-12-2021			
JOB NUMBER: -			
BY MARK	DESCRIPTION	APPR.	DATE
ENGINEER	REVISIONS	CITY	

Kimley»Horn
401 B STREET, SUITE 600,
SAN DIEGO, CA 92101
PHONE: 619-234-9411
WWW.KIMLEY-HORN.COM

Bryan Nord
BRYAN NORD, R.C.E.
05-12-2021
DATE

REVIEWED BY: STAFF ENGINEER	DATE: _____
RECOMMENDED BY: PRINCIPAL ENGINEER	DATE: _____
APPROVED BY: CITY ENGINEER	DATE: _____
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	550 E. 6TH ST BEAUMONT, CA 92223 TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
ROUGH GRADING PLANS FOR:
TPM NO. 37938, CUP 2020-046 & 047

TITLE SHEET

SHEET
1
OF 9 SHEETS
FILE NO:

PRIVATE ENGINEER'S CIVIL CONSTRUCTION NOTES

1. STANDARDS AND PLANS:
ALL CONSTRUCTION AND PLANS SHALL BE IN ACCORDANCE WITH THE LATEST REVISION OF THE CITY OF BEAUMONT, STANDARD SPECIFICATIONS AND DETAILS. WITH THESE PLANS, THE PROJECT SPECIFICATIONS, AND UNLESS SHOWN OR SPECIFIED OTHERWISE, WITH THE LATEST EDITIONS OF THE STATE ("CALTRANS") STANDARD SPECIFICATIONS AND STANDARD PLANS, SIGN SPECIFICATION SHEETS AND TRAFFIC MANUAL.
IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S INTERPRETATION OR CORRECTION THEREOF SHALL BE CONCLUSIVE.
WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARE TO BE USED.
THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
2. EXISTING UTILITIES AND COORDINATION OF WORK:
THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. KIMLEY-HORN AND ASSOCIATES, INC., HERINAFTER DESIGNATED AS THE ENGINEER, ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES, NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH ARE NOT SHOWN ON THESE DRAWINGS.
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND REQUESTING A VISUAL VERIFICATION OF THE LOCATIONS OF THEIR UNDERGROUND FACILITIES. THE ENGINEER SHALL BE NOTIFIED BY THE CONTRACTOR OF THE SCHEDULED TIME AND PLACE OF SUCH VISUAL VERIFICATION TO ENABLE SAID FIRM TO HAVE A REPRESENTATIVE PRESENT.
THE CITY IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL PROGRAM. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY MEMBERS OF U.S.A. 48 HOURS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING THE TOLL-FREE NUMBER 1-800-227-2600.
3. CONFLICTS:
THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO PERFORMING ANY CORRECTIVE ACTION REQUIRED DUE TO UNFORESEEN CONFLICTS IN THE IMPROVEMENT PLANS OR DUE TO POSSIBLE STAKING ERRORS. THE ENGINEER ASSUMES NO LIABILITY FOR THE COST OR DESIGN OF ANY MODIFICATION PERFORMED WITHOUT SUCH NOTIFICATION, AND ALSO ASSUMES NO LIABILITY FOR STAKING PROVIDED BY OTHERS.
4. CONTROL POINTS AND SURVEY MONUMENTS:
CERTAIN CONTROL POINTS WILL BE SET BY THE ENGINEER, OR ITS REPRESENTATIVE, WHICH ARE CRITICAL TO THE CONSTRUCTION STAKING OF THE PROJECT. THESE POINTS WILL BE DESIGNATED AT A PRE-CONSTRUCTION CONFERENCE BETWEEN REPRESENTATIVES OF THE ENGINEER AND THE CONTRACTOR. THE CONTROL POINTS WILL BE CLEARLY MARKED ON THE JOB SITE. THE CONSTRUCTION SHALL NOT DISTURB THE CONTROL POINTS IN ANY MANNER. IF IT BECOMES NECESSARY TO REMOVE SAID CONTROL POINTS DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER 48 HOURS IN ADVANCE OF SAID REMOVAL TO ALLOW FOR REFERENCING SAID CONTROL POINTS AND THEIR EVENTUAL REPLACEMENT. IF CONTROL POINTS ARE REMOVED OR DESTROYED WITHOUT SAID NOTIFICATION, THE COST OF REPLACEMENT SHALL BE DEDUCTED FROM THE CONTRACTOR'S PAYMENT, AND PAYMENT SHALL BE MADE BY OWNER TO THE ENGINEER.
5. OBSTRUCTIONS:
THE CONTRACTOR SHALL REMOVE ALL OBSTRUCTIONS, BOTH ABOVE GROUND AND UNDERGROUND, EXCEPT AS NOTED IN ITEM 2 ABOVE, AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENT.
ALL UNSUITABLE AND SURPLUS MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE UNLESS SPECIFIED OTHERWISE.
TREE AND STUMP REMOVAL SHALL INCLUDE REMOVAL OF THE MAJOR ROOT SYSTEM TO THE SATISFACTION OF THE CITY GRADING INSPECTOR. SUCH REMOVAL SHALL BE PERFORMED WITHOUT DAMAGE TO ADJACENT TREES THAT ARE TO BE PRESERVED. STUMP REMOVAL WITH THE DRIP LINE OF A TREE TO BE REMOVED SHALL BE BY GRINDING METHOD TO A DEPTH OF 0.5 FEET BELOW ADJACENT GRADE EXISTING OR PROPOSED WHICH EVER IS DEEPER.
ALL WELLS AND SEPTIC SYSTEMS FOUND ON THE SITE SHALL BE ABANDONED IN ACCORDANCE WITH COUNTY HEALTH DEPARTMENT STANDARDS.
6. PUBLIC SAFETY AND TRAFFIC CONTROL:
CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ANY CURRENTLY APPLICABLE SAFETY LAW OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, SAFETY DEVICES, AND CONTROL OF TRAFFIC WITHIN AND AROUND THE CONSTRUCTION AREA. FOR ALL TRENCH EXCAVATIONS 5 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE DIVISION OF INDUSTRIAL SAFETY, PRIOR TO BEGINNING ANY EXCAVATION.
PUBLIC SAFETY AND TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH THE CALTRANS TRAFFIC MANUAL (SEE CHAPTER 5: MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES). SAFE VEHICULAR AND PEDESTRIAN ACCESS SHALL BE PROVIDED AT ALL TIMES DURING CONSTRUCTION.
CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONALS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
7. ENCROACHMENT PERMITS:
UNLESS SPECIFIED OTHERWISE, THE CONTRACTOR SHALL OBTAIN THE NECESSARY ENCROACHMENT PERMITS FROM THE CITY, COUNTY, CALTRANS AND ALL OTHER AGENCIES HAVING JURISDICTION PRIOR TO COMMENCING ANY WORK. THE CONTRACTOR SHALL NOTIFY THE CITY AT LEAST 48 HOURS PRIOR TO THE INTENT TO COMMENCE WORK.
8. EARTHWORK:
 - A. ALL EARTHWORK ACTIVITIES, INCLUDING EXCAVATION, GRADING, SCARIFYING, MOISTURIZING, FILL PLACEMENT, COMPACTION, LIME TREATMENT, ETC., SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS PER GEOTECH REPORT AND ALL ADDENDUMS, AND IN CONFORMANCE WITH THE CITY STANDARD SPECIFICATIONS AND WITH THE GRADING PLAN.
 - B. THE GEOTECHNICAL ENGINEER SHALL OBSERVE THE GRADING ACTIVITIES AND PERFORM COMPACTION TESTING FOR THIS PROJECT. THE CONTRACTOR SHALL PROVIDE AT LEAST 24 HOURS NOTICE TO THE GEOTECHNICAL ENGINEER OF THE NEED FOR OBSERVATION AND TESTING SERVICES.
 - C. EARTH-WORK SHALL INCLUDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO CONSTRUCT THE SITE TO THE GRADES SHOWN. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR THE DISPOSAL OF EXCESS EXCAVATED MATERIAL OR FOR THE IMPORT OF MATERIAL. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN ADVANCE OF ANY CHANGES HE MAY DEEM NECESSARY TO OBTAIN BALANCED CUT-FILL DEGRADING.
 - D. ALL CUT SLOPES SHALL BE ROUNDED AT THE "BREAK" SO THAT THEY BLEND WITH THE NATURAL GROUND CONTOUR.
 - E. THE CONTRACTOR SHALL UTILIZE DUST CONTROL STANDARDS CONSISTENT WITH CITY OF BEAUMONT STANDARDS.
 - F. EXCAVATION AND EMBANKMENT SIDE SLOPES SHOWN ON THE PLANS AS A RATIO, E.G. 4:1, REFER TO THE RATION OF HORIZONTAL TO VERTICAL DISTANCES. "MINIMUM" SLOPE MEANS "NOT FLATTER THAN", AND "MAXIMUM" SLOPE MEANS "NOT STEEPER THAN". ALL EMBANKMENT AND EXCAVATION SLOPES SHALL BE 4:1 UNLESS NOTED OTHERWISE.
 - G. TO ACCOMMODATE TRENCH SPOIL, THE CONTRACTOR'S GRADING SHALL INCLUDE UNDERCUTTING OF STREETS AS APPROPRIATE, OR SOME OTHER METHOD APPROVED BY THE CITY.
 - H. ALLOWABLE GRADING TOLERANCE IS PLUS OR MINUS 0.10 FOOT OF THE ELEVATIONS SHOWN HEREON.
 - I. EROSION CONTROL MEASURES SHALL BE IMPLEMENTED DURING PROJECT CONSTRUCTION. COMPLY WITH EROSION AND SEDIMENTATION CONTROL PLAN. IF GRADING AND DRAINAGE CONSTRUCTION IS NOT COMPLETE PRIOR TO RAINY SEASON, THEN THE CONTRACTOR SHALL:
 - IA. PROVIDE EROSION PROTECTION ON SLOPES THAT ARE 10:1 OR STEEPER AND IN SWALES THAT ARE 2% OR STEEPER.
 - IB. GRADE GUTTER SAG POINTS TO DRAIN.
 - IC. PROVIDE SILT CATCHMENTS TO PREVENT SEDIMENTATION IN EXISTING STORM DRAIN SYSTEMS.
 - IH. CLEAN DOWNSTREAM PIPES AS DIRECTED BY THE CITY ENGINEER.
 - II. CLEAN AND MAINTAIN ALL STREETS AND SIDEWALKS AS DIRECTED BY THE CITY ENGINEER.
 - J. THE TOP 6 INCHES (MINIMUM) OF ALL LANDSCAPED AREAS SHALL BE CLEAN SOIL.

- K. EXISTING ASPHALT PAVEMENT MAY BE USED AS FILL MATERIAL ONLY AS SPECIFIED BY THE GEOTECHNICAL ENGINEER OF RECORD. ALL DELETERIOUS MATERIAL AND REBAR MUST BE REMOVED. AC PLACEMENT INFILL CAN ONLY BE PLACED UNDERNEATH PARKING AREAS AND CANNOT BE PLACED UNDERNEATH OR DOWNSTREAM OF INFILTRATION BASIN.
9. PIPELINES
ANY EXISTING UTILITY, WHICH IS TO BE EXTENDED, WHICH IS THE CONNECTION POINT FOR NEW UNDERGROUND UTILITIES, OR WHICH NEW FACILITIES CROSS, SHALL BE EXPOSED BY THE CONTRACTOR PRIOR TO PLACEMENT OF THE NEW UTILITIES. COST OF SUCH EXCAVATION AND SUBSEQUENT BACKFILL SHALL BE INCLUDED IN THE PRICES PAID FOR THE VARIOUS ITEMS OF WORK. THE ELEVATIONS AND LOCATIONS OF THE EXISTING FACILITIES WILL BE CHECKED BY THE PUBLIC WORKS INSPECTOR AND THE ENGINEER. IF IN THE OPINION OF THE INSPECTOR A CONFLICT EXISTS, THEN THE ENGINEER SHALL MAKE ANY NEEDED GRADE AND/OR ALIGNMENT ADJUSTMENTS AND REVISE THE PLANS ACCORDINGLY. ALL GRAVITY FLOW PIPELINES TO BE LAID UPGRADE FROM THE LOWEST POINT STARTING AT THE END OF EXISTING IMPROVEMENTS.
THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 24 HOURS PRIOR TO BACKFILLING OF ANY PIPE WHICH STUBS TO A FUTURE PHASE OF CONSTRUCTION FOR INVERT VERIFICATION. TOLERANCE SHALL BE IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
10. ADJUSTING MANHOLES, VALVE AND MONUMENT BOXES:
THE CONTRACTOR SHALL ADJUST AND/OR RECONSTRUCT TO GRADE. ALL EXISTING UTILITY STRUCTURES, INCLUDING MANHOLES AND VALVE BOXES AND MONUMENT BOXES, WITHIN THE WORK AREA UNLESS NOTED OTHERWISE.
12. STORM DRAIN SYSTEM:
 - A. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE DRAINAGE IMPROVEMENTS ARE IN PLACE AND FUNCTIONING AND ACCEPTED BY THE CITY.
 - B. STORM DRAIN PIPE SHALL BE HDPE, UNLESS OTHERWISE SHOWN ON PLAN, AND FITTINGS INSTALLED IN ACCORDANCE WITH THESE PLANS AND THE MANUFACTURER'S RECOMMENDATIONS.
 - C. EACH STUB END PIPE SHALL BE PLUGGED WITH A PREFABRICATED, WATERTIGHT PLUG.
 - D. TRENCH EXCAVATION, BEDDING AND BACKFILL SHALL COMPLY WITH CITY STANDARDS AND PROJECT GEOTECHNICAL REPORT.
13. PRESERVATION OF PROPERTY:
TREES AND SHRUBBERY THAT ARE NOT TO BE REMOVED, AND POLE LINES, FENCES, SIGNS, SURVEY MARKERS AND MONUMENTS, BUILDINGS AND STRUCTURES, CONDUITS, PIPELINES, ALL STREET FACILITIES, AND ANY OTHER IMPROVEMENTS OR FACILITIES WITHIN OR ADJACENT TO THE STREET OR CONSTRUCTION AREA SHALL BE PROTECTED FROM INJURY OR DAMAGE, AND UPON ORDER BY THE CITY ENGINEER, THE CONTRACTOR SHALL PROVIDE AND INSTALL SAFE-GUARDS APPROVED BY THE CITY ENGINEER TO PROTECT SUCH OBJECTS FROM INJURY OR DAMAGE. IF SUCH OBJECTS ARE INJURED OR DAMAGED BY REASON OF THE CONTRACTOR'S OPERATIONS, THEY SHALL BE REPLACED OR RESTORED AT THE CONTRACTOR'S EXPENSE. THE FACILITIES SHALL BE REPLACED OR RESTORED TO A CONDITION AS GOOD AS WHEN THE CONTRACTOR ENTERED UPON THE WORK, OR AS GOOD AS REQUIRED BY THE SPECIFICATION ACCOMPANYING THE CONTRACT, IF ANY SUCH OBJECTS ARE A PART OF THE WORK BEING PERFORMED UNDER CONTRACT. THE CITY ENGINEER MAY MAKE OR CAUSE TO BE MADE SUCH TEMPORARY REPAIRS AS ARE NECESSARY TO RESTORE TO SERVICE ANY DAMAGED FACILITY. THE COST OF SUCH REPAIRS SHALL BE BORNE BY THE CONTRACTOR.
14. DEMOLITION:
EXISTING FEATURES THAT ENCUMBER THE PROPOSED CONSTRUCTION AREA ARE INTENDED TO BE SHOWN AND SCHEDULED FOR REMOVAL. SOME INCIDENTAL ITEMS MAY HAVE BEEN INADVERTENTLY OMITTED FROM THE PLAN. THE CONTRACTOR IS ENCOURAGED TO THOROUGHLY INSPECT THE SITE AS WELL AS REVIEW THE PLANS AND SPECIFICATIONS. THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO COMMENCING CONSTRUCTION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ONSITE LOCATIONS OF EXISTING UTILITIES AND FIELD VERIFY ALL UNDERGROUND UTILITIES. DAMAGE TO ALL EXISTING CONDITIONS TO REMAIN WILL BE REPLACED/RESTORED TO ORIGINAL CONDITION AT CONTRACTOR'S EXPENSE.

PRIVATE ENGINEER'S CIVIL UTILITY NOTES

15. ALL FILL MATERIAL IS TO BE IN PLACE AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
16. CONTRACTOR SHALL NOTIFY THE UTILITIES AUTHORITY INSPECTOR 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE.
17. UNDERGROUND LINES SHALL BE INSTALLED, INSPECTED AND APPROVED BEFORE BACKFILLING.
18. DRAWINGS DO NOT PURPORT TO SHOW ALL EXISTING UTILITIES.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING WATER MAINS, FORCE MAINS, SANITARY SEWER AND STORM MAIN AND MAINTAIN MINIMUM CLEARANCES BETWEEN WATER MAINS AND OTHER UTILITIES AT ALL POINTS ALONG THEIR LENGTH AS REQUIRED IN THE PLANS, DETAILS AND SPECIFICATIONS.
20. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
21. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE SPECIFICATIONS OF THE LOCAL AUTHORITIES WITH REGARD TO MATERIALS AND INSTALLATION OF WATER AND SEWER LINES.
22. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICE.
23. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES FOR INSTALLATION REQUIREMENTS AND SPECIFICATIONS.
24. WATER FOR FIREFIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLES BEING BROUGHT ON SITE.
25. ALL MANHOLE TOP ELEVATIONS ARE APPROXIMATE. CONTRACTOR SHALL SET MANHOLE TOPS LEVEL WITH FINISH GRADES IN PAVED AND UNPAVED AREAS.
26. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS, BUILDING UTILITY ENTRANCE LOCATIONS/INVERTS, EXACT LOCATIONS AND DIMENSIONS OF EXIT PORCHES, RAMPS, TRUCK DOCKS, DOWNSPOTS AND BOLLARDS.
27. TRACER WIRE SHALL BE INSTALLED ON ALL WATER, SEWER AND RECLAIMED WATER MAINS. CONTRACTOR SHALL BE RESPONSIBLE FOR TESTING THE CONTINUITY OF THE WIRE.

BENCHMARK: NO. 07.A.82
LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF OAK VALLEY PARKWAY AND PENNSYLVANIA AVENUE, 59.0 FEET SOUTHERLY AND 22.0 FEET EASTERLY OF THE CENTERLINE INTERSECTION. 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7".
ELEV. 2678.277 U.S. SURVEY FEET (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

DESIGN BY:
DRAWN BY:
CHECKED BY:
SCALE:
AS SHOWN
DATE:
JOB NUMBER:

Kimley»Horn
401 B STREET, SUITE 600,
SAN DIEGO, CA 92101
PHONE: 619-234-9411
WWW.KIMLEY-HORN.COM

Bryan Nord
BRYAN NORD
R.C.E.

05-12-2021
DATE



REVIEWED BY:	STAFF ENGINEER	DATE:
RECOMMENDED BY:	PRINCIPAL ENGINEER	DATE:
APPROVED BY:	CITY ENGINEER	DATE:

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

550 E. 6TH ST
BEAUMONT, CA 92223
TEL: (951) 769-8520
FAX: (951) 769-8506

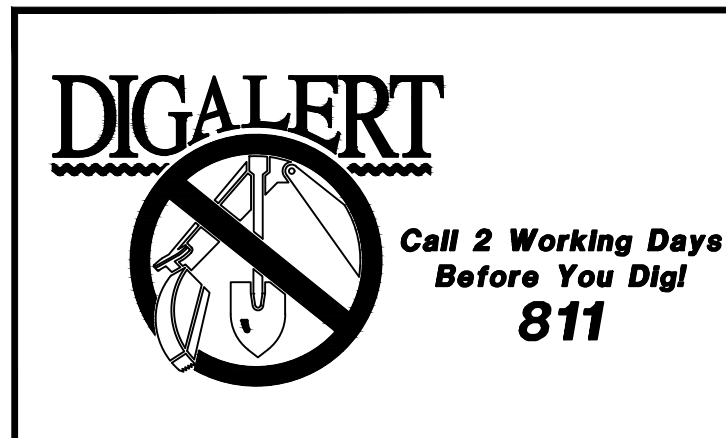
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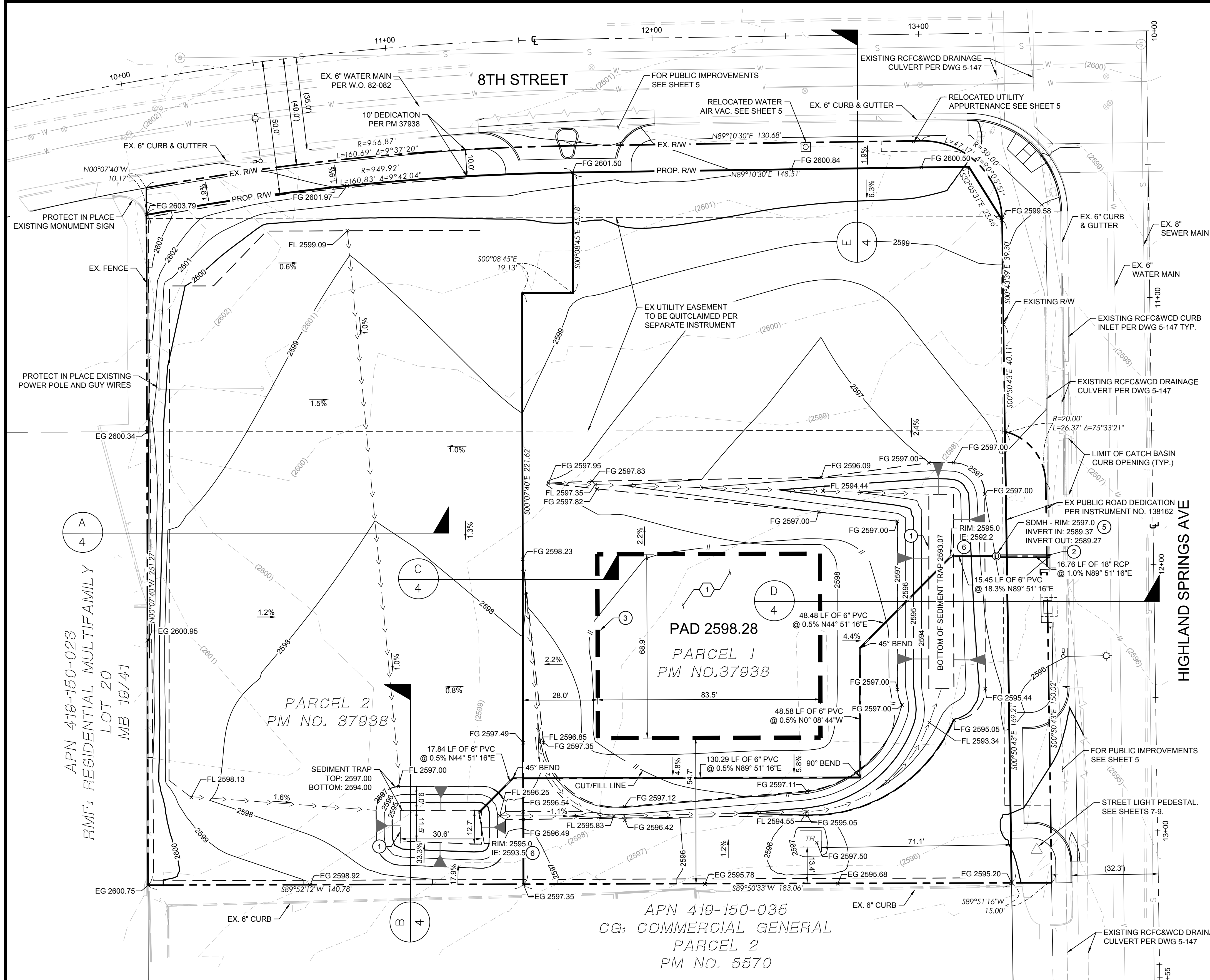
PW2020-0609

CITY OF BEAUMONT, CALIFORNIA
ROUGH GRADING PLANS FOR:
TPM NO. 37938, CUP 2020-046 & 047

PRIVATE ENGINEER NOTES

SHEET
3
OF 9 SHEETS
FILE NO:





SITE PREPARATION SHOULD BE IN ACCORDANCE WITH GEOTECHNICAL INVESTIGATION

GRADING NOTES

1. CONSTRUCT SEDIMENT TRAP PER CASQA DETAIL SE-3
2. CONNECT 18" RCP TO CATCH BASIN. SEE DETAIL 1 HEREON.
3. BUILDING PAD IN ACCORDANCE WITH GEOTECHNICAL REPORT NO. 3-220-0008 BY SALEM ENGINEERING GROUP, DATED JANUARY 31, 2020.
4. CONSTRUCT STORM DRAIN CONNECTION PER RCF&WCD STD. DWG. NO. JS228 - JUNCTION STRUCTURE NO. 3
5. JENSEN PRECAST 36-INCH INNER DIAMETER STORM DRAIN MANHOLE
6. 6" PVC OVERFLOW RISER. RIM PER PLAN. CONTRACTOR TO INSTALL NDS ATRIUM DRAIN PART NO. 80 AT RIM ELEVATION

OVEREXCAVATION NOTES

- REFERENCE GEOTECHNICAL REPORT NO. 3-220-0008 BY SALEM ENGINEERING GROUP, DATED JANUARY 31, 2020 FOR FURTHER OVEREXCAVATION AND RECOMPACTION INSTRUCTIONS.
1. OVEREXCAVATE AND RECOMPACT 4 FEET BELOW EXISTING GRADE OR 2 FEET BELOW PROPOSED FOOTING BOTTOM, WHICHEVER IS GREATER. LIMITS OF OVEREXCAVATION AND RECOMPACTION SHALL EXTEND 5 FEET LATERALLY BEYOND LIMITS OF OUTER EDGES OF PROPOSED FOOTINGS.

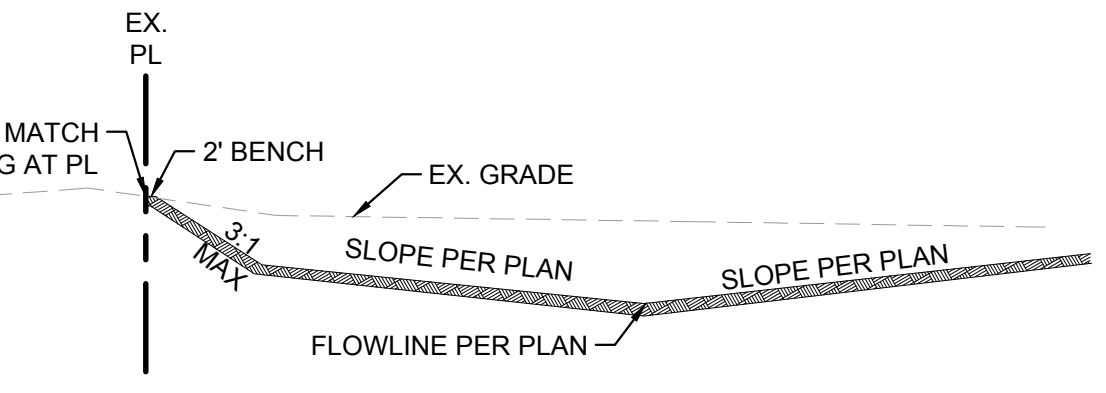
BOTTOM OF PAD EXCAVATION = 2593.0

LEGEND

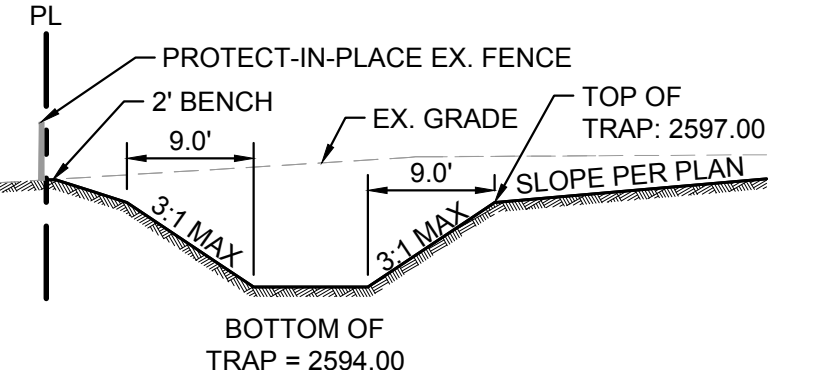
- EXISTING PROPERTY LINE / R/W
- PROPOSED PROPERTY LINE / R/W
- CENTERLINE
- PROPOSED STORM DRAIN
- (XXXX) EXISTING CONTOUR
- XXXX PROPOSED CONTOUR
- GB --- GB GRADE BREAK
- // --- CUT/FILL (DAYLIGHT) LINE
- FS XXX.XX --- PROPOSED SPOT ELEVATION
- FS (XXX.XX) --- EXISTING SPOT ELEVATION
- XXX% --- PROPOSED SLOPE
- (XXX%) --- EXISTING SLOPE

CBC NOTES

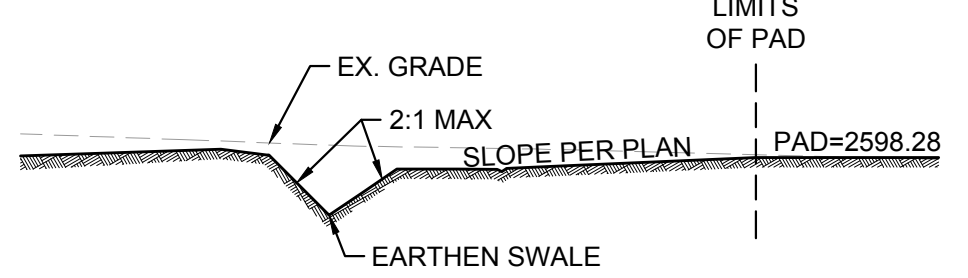
1. "THE TOP OF ANY EXTERIOR FOUNDATION SHALL EXTEND ABOVE THE ELEVATION OF STREET GUTTER AT POINT OF DISCHARGE OR THE INLET OF AN APPROVED DRAINAGE DEVICE A MINIMUM OF 12" PLUS 2%." (CBC 1808.7.4)
2. "THE GROUND IMMEDIATELY ADJACENT TO THE FOUNDATIONS SHALL BE SLOPED AWAY FROM THE BUILDING AT A SLOPE OF NOT LESS THAN ONE-UNIT VERTICAL IN 20 UNITS HORIZONTAL (5%-SLOPE) FOR A MINIMUM DISTANCE OF 10' MEASURED PERPENDICULAR TO THE FACE OF THE WALL. IF PHYSICAL OBSTRUCTIONS OR LOT LINES PROHIBIT 10' OF HORIZONTAL DISTANCE, A 5% SLOPE SHALL BE PROVIDED TO AN APPROVED ALTERNATIVE METHOD OF DIVERTING WATER AWAY FROM THE FOUNDATION. SWALES USED FOR THIS PURPOSE SHALL BE SLOPED A MINIMUM OF 2% WHERE LOCATED WITHIN 10' OF THE BUILDING FOUNDATION. IMPERVIOUS SURFACES WITHIN 10' OF THE BUILDING FOUNDATION SHALL BE SLOPED A MINIMUM OF 2% AWAY FROM THE BUILDING." (CBC 1804.4)



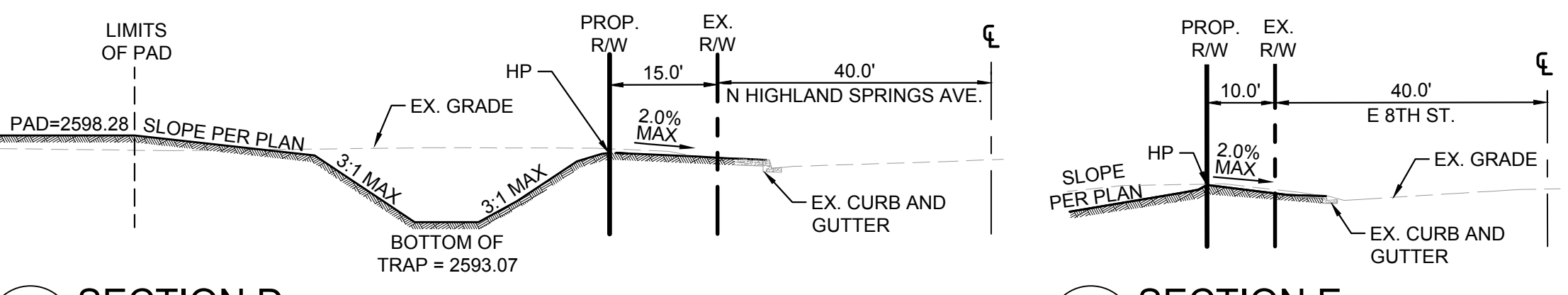
A SECTION A
NOT TO SCALE



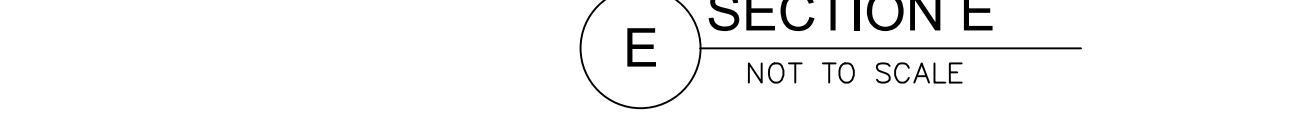
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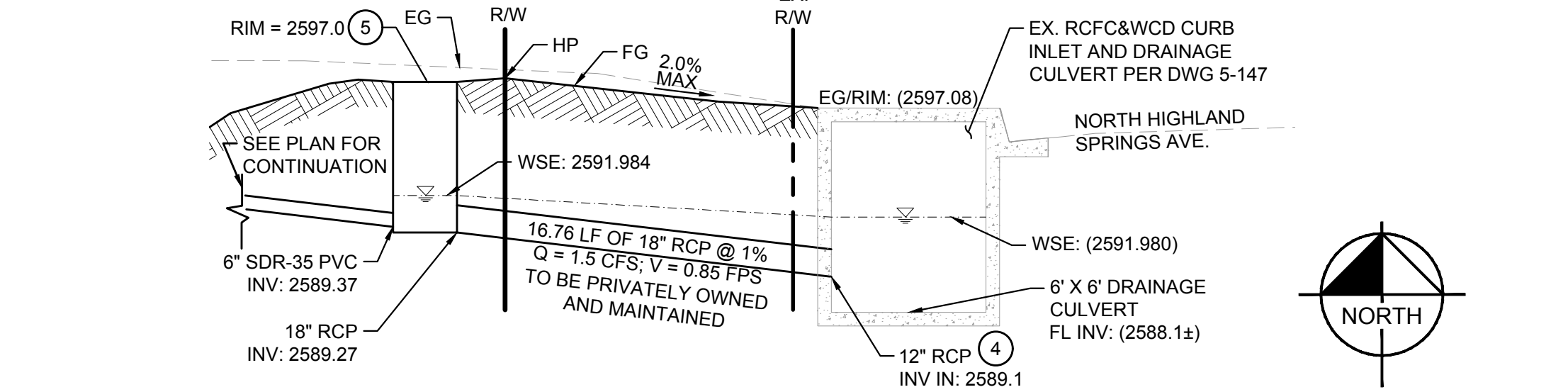
C SECTION C
NOT TO SCALE



D SECTION D
NOT TO SCALE



E SECTION E
NOT TO SCALE



1 DETAIL 1
NOT TO SCALE

SEDIMENT TRAP SIZING CALCULATION

	SETTLING ZONE / SEDIMENT STORAGE VOLUME REQUIRED							
	AREA (SF)	CASQA SE-3 SETTLING VOLUME (CY/AC)	CASQA SE-3 STORAGE VOLUME (CY/AC)	VOLUME REQUIRED (CF)	VOLUME PROVIDED (CF)	PONDING DEPTH (FT)	INFILTRATION RATE (IN/HR)	DRAW DOWN TIME (HR)
PARCEL 1	47,342	67	33	2934	3103	1.93	0.39	59
PARCEL 2	36,701	67	33	2275	2532	2.25	0.39	69



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 ELEV. 2678.277 U.S. SURVEY FEET (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

Kimley»Horn
 401 B STREET, SUITE 600,
 SAN DIEGO, CA 92101
 PHONE: 619-234-9411
 WWW.KIMLEY-HORN.COM

DESIGN BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 SCALE: AS SHOWN
 DATE: 05-12-2021
 JOB NUMBER: _____

BRYAN NORD
 R.C.E.

REVIEWED BY: _____ STAFF ENGINEER DATE: _____
 RECOMMENDED BY: _____ PRINCIPAL ENGINEER DATE: _____
 APPROVED BY: _____ CITY ENGINEER DATE: _____

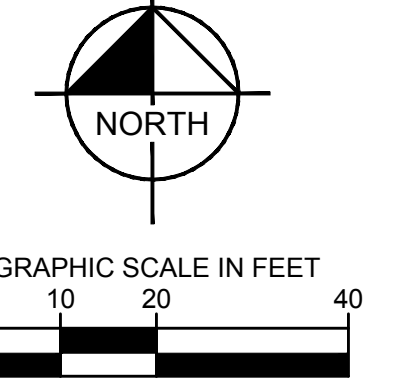
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

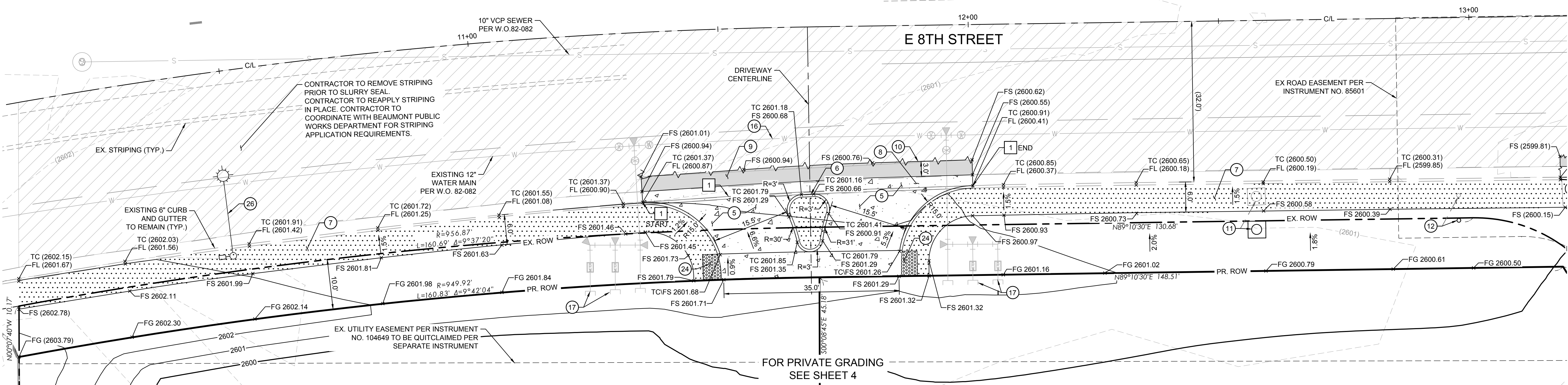
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CITY OF BEAUMONT, CALIFORNIA
 ROUGH GRADING PLANS FOR:
 TPM NO. 37938, CUP 2020-046 & 047

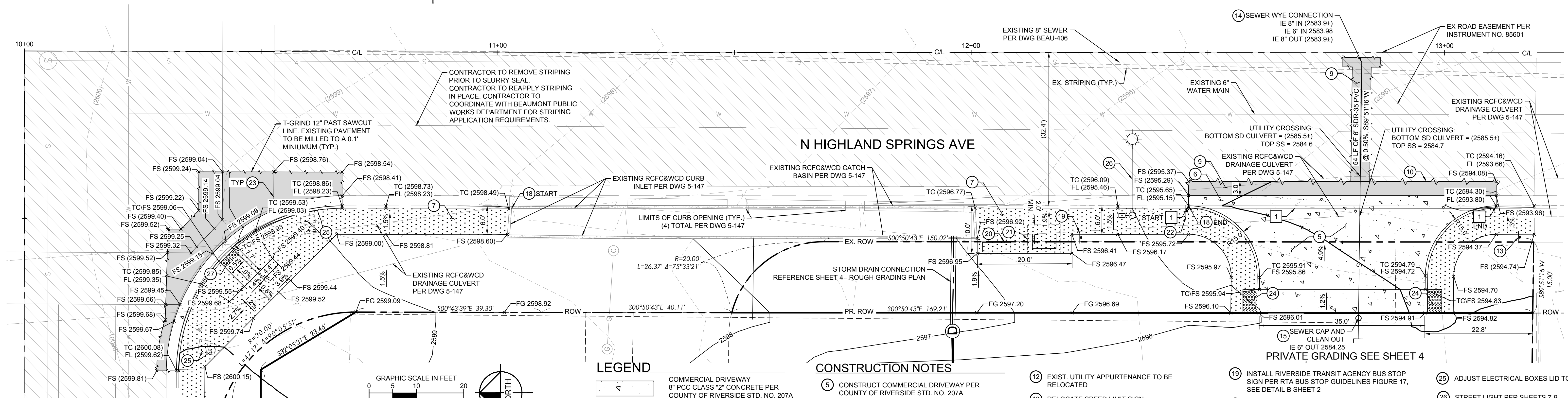
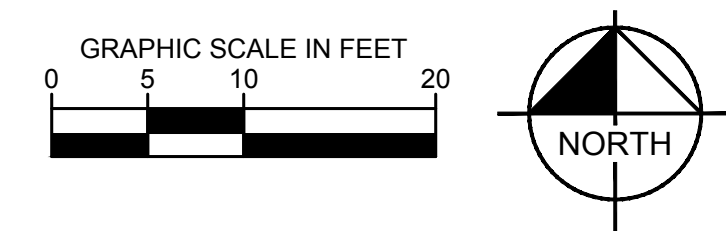
ROUGH GRADING PLAN

SHEET 4 OF 9 SHEETS
 FILE NO: _____

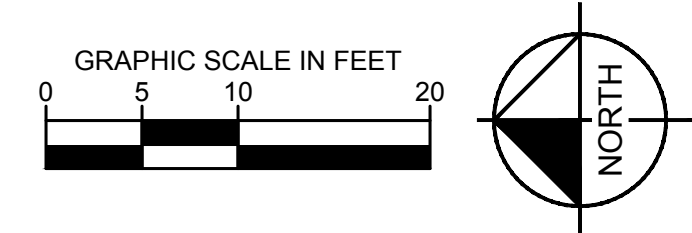




E 8TH STREET PUBLIC IMPROVEMENTS
SCALE: 1"=10'



N HIGHLAND SPRINGS AVE PUBLIC IMPROVEMENTS
SCALE: 1"=10'



GENERAL NOTES

- CONTRACTOR MUST START AT DOWNSTREAM MOST CONNECTION WHEN INSTALLING SEWER AND STORM DRAIN. CONTRACTOR TO NOTIFY THE ENGINEER OF RECORD IMMEDIATELY SHOULD ANY DISCREPANCIES BETWEEN THE PLANS AND ON SITE CONDITIONS BE DISCOVERED.
- PUBLIC SYSTEMS AND ANY PROPOSED WORK WITHIN THE PUBLIC RIGHT OF WAY IS NOT A PART OF THE CITY OF BEAUMONT, DEPARTMENT OF BUILDING AND SAFETY REVIEW OR APPROVAL.

LEGEND

- COMMERCIAL DRIVEWAY
8" PCC CLASS "2" CONCRETE PER COUNTY OF RIVERSIDE STD. NO. 207A
- SIDEWALK
4" PCC CLASS "B" CONCRETE PER COUNTY OF RIVERSIDE STD. NO. 401
- CRACK FILL AND SLURRY COAT.
- FULL DEPTH ASPHALT REPLACEMENT
MATCH IN KIND
- EX. ROW / PROPERTY BOUNDARY
PROPOSED LOT LINE PER PM 37983
- C/L
- SAWCUT LINE

CONSTRUCTION NOTES

- CONSTRUCT COMMERCIAL DRIVEWAY PER COUNTY OF RIVERSIDE STD. NO. 207A
- CONSTRUCT 6" TYPE D CURB PER COUNTY OF RIVERSIDE STD. NO. 204
- CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STD. NO. 401
- CONSTRUCT CROSSGUTTER PER COUNTY OF RIVERSIDE STD. NO. 209
- REMOVE AND REPLACE EXISTING WATER AIR VAC PER SEPARATE PERMIT
- EXIST. UTILITY APPURTENANCE TO BE RELOCATED
- RELOCATE SPEED LIMIT SIGN
- CONSTRUCT 6" SEWER LATERAL CONNECTION PER COUNTY OF RIVERSIDE STD. NO. 600
- SEWER CONTINUATION PER SEPARATE PERMIT. SEWER CLEANOUT PER EMWD STD DWG SB-52
- PROPOSED WATER SERVICE PER SEPARATE PERMIT
- PRIVATE WATER CONNECTION PER SEPARATE BEAUMONT CHERRY VALLEY WATER DISTRICT PERMIT
- PAINT CURB RED PER RTA BUS STOP GUIDELINES FIGURE 18, SEE DETAIL A SHEET 2
- INSTALL RIVERSIDE TRANSIT AGENCY BUS STOP SIGN PER RTA BUS STOP GUIDELINES FIGURE 17, SEE DETAIL B SHEET 2
- INSTALL 2' X 6' BUS BENCH PER RTA BUS STOP GUIDELINES FIGURE 19, SEE DETAIL C SHEET 2
- INSTALL RIVERSIDE TRANSIT AGENCY BUS SHELTER PER RTA BUS STOP GUIDELINES FIGURE 18, SEE DETAIL A SHEET 2
- INSTALL MUTCD R7-1 "NO PARKING" SIGN WITH RIGHT ARROW PER RTA BUS STOP GUIDELINES FIGURE 18, SEE DETAIL A SHEET 2
- 12" WHITE PAVEMENT MARKING, MATCH IN KIND
- DETECTABLE WARNING STRIP PER COUNTY OF RIVERSIDE STD. NO. 403
- ADJUST ELECTRICAL BOXES LID TO GRADE
- STREET LIGHT PER SHEETS 7-9
- CURB RAMP CASE A PER COUNTY OF RIVERSIDE STD. NO. 403

DEMO NOTES

- DEMOLISH AND REMOVE EXISTING CURB AND GUTTER

WDID#: 8 33C393742

PW2020-0609



BENCHMARK: NO. 07.A.82
LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF OAK VALLEY PARKWAY AND PENNSYLVANIA AVENUE, 59.0 FEET SOUTHERLY AND 22.0 FEET EASTERLY OF THE CENTERLINE INTERSECTION. 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7".
ELEV. 2678.277 U.S. SURVEY FEET (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

Kimley»Horn
401 B STREET, SUITE 600,
SAN DIEGO, CA 92101
PHONE: 619-234-9411
WWW.KIMLEY-HORN.COM

DESIGN BY: _____
DRAWN BY: _____
CHECKED BY: _____
SCALE: AS SHOWN
DATE: 05-12-2021
JOB NUMBER: _____
BRYAN NORD R.C.E.

REVIEWED BY: _____ DATE: _____
STAFF ENGINEER

RECOMMENDED BY: _____ DATE: _____
PRINCIPAL ENGINEER

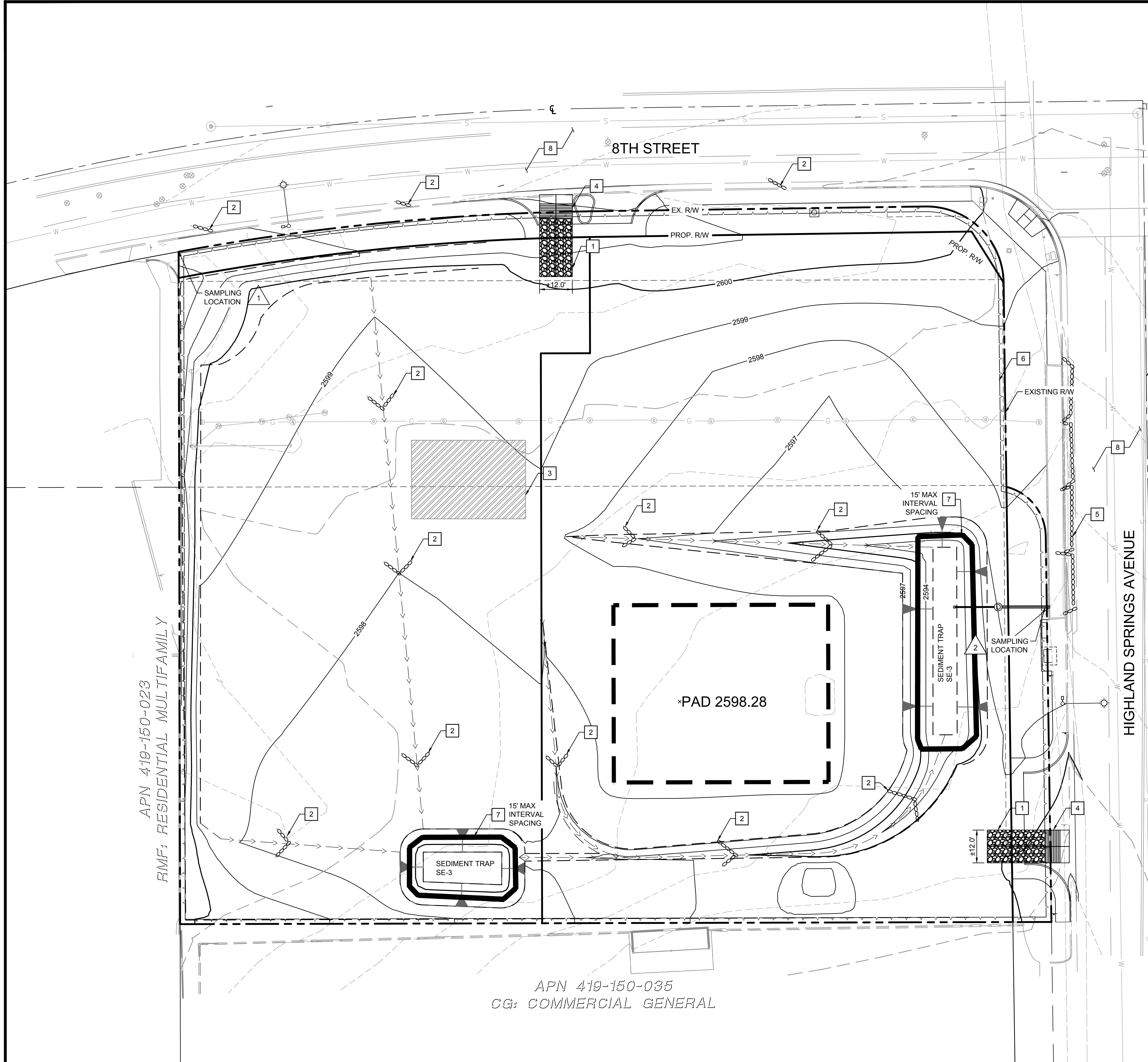
APPROVED BY: _____ DATE: _____
CITY ENGINEER

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
ROUGH GRADING PLANS FOR:
TPM NO. 37938, CUP 2020-046 & 047

PUBLIC IMPROVEMENTS

SHEET
5
OF 9 SHEETS
FILE NO:



LEGEND

- RIGHT-OF-WAY
- EASEMENT LINE
- ROAD CENTERLINE
- SILT FENCE
- PROPOSED STORM DRAIN LINE (>12" Ø)
- CONSTRUCTION ENTRANCE
- MATERIAL STORAGE AND DELIVERY, EQUIPMENT STORAGE AREA, STOCKPILE AREA, SANITARY AREA, TRASH STORAGE, HAZARDOUS MATERIAL, CONCRETE MANAGEMENT, VEHICLE MAINTENANCE, AND EQUIPMENT STORAGE AREA
- FLOW LINE
- GRAVEL BAGS
- FIBER ROLLS
- SEDIMENT TRAP
- PROPOSED MANHOLE
- TESTING LOCATION

- ### EROSION CONTROL CONSTRUCTION NOTES
1. INSTALL CONSTRUCTION ENTRANCE PER CASQA DETAIL TC-1
 2. INSTALL CHECK DAM PER CASQA DETAIL SE-4
 3. STAGING AREA PER CASQA DETAILS NS-8, NS-9, NS-10, WM-1, WM-2, WM-3, WM-4, WM-5, WM-6, WM-8, WM-9, WM-10
 4. INSTALL ENTRANCE/OUTLET TIRE WASH PER CASQA DETAIL TC-3
 5. INSTALL INLET PROTECTION PER CASQA DETAIL SE-10
 6. SILT FENCE ON P/L SHOWN WITH A 4' OFFSET FOR ILLUSTRATIVE PURPOSES ONLY. DO NOT STAKE FROM AUTOCAD. CONTRACTOR TO VERIFY PROPERTY LINE CONDITIONS PRIOR TO CONSTRUCTION. PER CASQA DETAIL SE-1
 7. INSTALL FIBER ROLLS PER CASQA DETAIL SE-5
 8. STREET SWEEPING AND VACUUMING PER CASQA DETAIL SE-7

SITE PREPARATION SHOULD BE IN ACCORDANCE WITH GEOTECHNICAL INVESTIGATION

- ### BMP NOTES
- THE FOLLOWING BMPs AS OUTLINED IN, BUT NOT LIMITED TO, THE CALIFORNIA STORMWATER BMP HANDBOOK DATED NOVEMBER 2009, OR THE LATEST REVISED EDITION, MAY APPLY DURING THE CONSTRUCTION OF THE PROJECT. ADDITIONAL MEASURES MAY BE REQUIRED AS NEEDED:
- EC-1, SCHEDULING
 - EC-2, PRESERVATION OF EXISTING VEGETATION
 - EC-4, HYDROSEED
 - EC-7, GEOTEXTILES AND MATS
 - EC-15, SOIL PREPARATION/ROUGHENING
 - WE-1, WIND EROSION CONTROL
 - NS-1, WATER CONSERVATION PRACTICES
 - NS-3, PAVING AND GRINDING OPERATIONS
 - NS-6, ILLICIT CONNECTION/DISCHARGE
 - NS-7, POTABLE WATER/IRRIGATION
 - NS-12, CONCRETE CURING
 - NS-13, CONCRETE FINISHING

- ### EROSION CONTROL NOTES
1. ALL GRADED DISTURBED OR ERODED AREAS THAT WILL NOT BE PERMANENTLY PAVED OR COVERED BY A STRUCTURE, SHALL BE PERMANENTLY REVEGETATED AND IRRIGATED. ALL REQUIRED REVEGETATION AND EROSION CONTROL SHALL BE COMPLETED WITHIN 90 CALENDAR DAYS AFTER ALL GRADING ACTIVITY IS COMPLETE WITHIN PROJECT LIMITS.
 2. CONSTRUCTION OF THE SEDIMENT TRAP ON EACH PARCEL IS NOT REQUIRED FOR THE COMPLETION OF THIS PERMIT, IF THE PRECISE GRADING AND IMPROVEMENT PERMIT OR BUILDING PERMIT FOR SUCH PARCEL IS WITHIN 30-DAYS OF PERMIT ISSUANCE.
 3. INTERIM BINDER NOTE: GRADED, DISTURBED, OR ERODED AREAS TO BE TREATED WITH A NON-IRRIGATED HYDROSEED MIX SHALL RECEIVE AN INTERIM BINDER/TACKLER AS NEEDED BETWEEN APRIL 2 AND AUGUST 31 FOR DUST-EROSION CONTROL WITH SUBSEQUENT APPLICATION OF HYDROSEED MIX DURING THE RAINY SEASON BETWEEN OCTOBER 1 AND APRIL 1
 4. HYDROSEEDING PROCEDURES SHALL BE AS FOLLOWS:
 - SEED MIXES SHALL BE SPECIFIED BY THE PURE LIVE SEED OF EACH SPECIES.
 - FIBER MULCH SHALL BE APPLIED AT A MINIMUM RATE OF 2,000 POUNDS PER ACRE EXCEPT WHEN USED IN CONJUNCTION WITH STRAW MULCH, WHEN IT SHALL BE APPLIED AT A MINIMUM RATE OF 400 POUNDS PER ACRE.
 - A WETTING AGENT CONSISTING OF 98 PERCENT ALKYL POLYETHYLENE GLYCOL ETHER SHALL BE APPLIED AS PER MANUFACTURER'S RECOMMENDATIONS.
 - EQUIPMENT USED FOR THE APPLICATION OF SLURRY SHALL HAVE A BUILT-IN AGITATION SYSTEM TO SUSPEND AND HOMOGENEOUSLY MIX THE SLURRY. THE SLURRY MIX SHALL BE DYED GREEN. THE EQUIPMENT MUST HAVE A PUMP CAPABLE OF APPLYING SLURRY UNIFORMLY.

CONTRACTOR TO USE BEST MANAGEMENT PRACTICES TO ENSURE COMPLIANCE WITH NPDES AND WATER MANAGEMENT DISTRICT REGULATIONS FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES AND DEWATERING OPERATIONS.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

WDID#: 8 33C393742 PW2020-0609

APN 419-150-023
RMF: RESIDENTIAL MULTIFAMILY

APN 419-150-035
CG: COMMERCIAL GENERAL

BENCHMARK: NO. 07.A.82
LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF OAK VALLEY PARKWAY AND PENNSYLVANIA AVENUE, 59.0 FEET SOUTHERLY AND 22.0 FEET EASTERLY OF THE CENTERLINE INTERSECTION. 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7".
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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

Kimley»Horn
401 B STREET, SUITE 600,
SAN DIEGO, CA 92101
PHONE: 619-234-9411
WWW.KIMLEY-HORN.COM

Bryan C. Nord
BRYAN NORD
R.C.E.

05-12-2021
DATE

REVIEWED BY: _____ DATE: _____
STAFF ENGINEER

RECOMMENDED BY: _____ DATE: _____
PRINCIPAL ENGINEER

APPROVED BY: _____ DATE: _____
CITY ENGINEER

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
ROUGH GRADING PLANS FOR:
TPM NO. 37938, CUP 2020-046 & 047

EROSION CONTROL

SHEET
6
OF 9 SHEETS
FILE NO:

PUBLIC STREET LIGHTING IMPROVEMENT PLANS FOR: 8TH & HIGHLAND SPRINGS CITY OF BEAUMONT

STREET LIGHT GENERAL NOTES

THE FOLLOWING SPECIFICATIONS APPLY TO ALL STREET LIGHTING IN THE CITY, ON ALL PUBLIC AND PRIVATE ROADWAYS. THE CITY HAS ADOPTED THE SOUTHERN CALIFORNIA EDISON (SCE) RATE STANDARDS; SCHEDULED RATES LS-3 AND LS-2. LS-3 IS A METERED SYSTEM WITH A SPECIAL RATE. THIS RATE SCHEDULE IS FOR COLLECTOR ROADS, SECONDARY ROADS, ARTERIAL ROADS AND HIGHWAYS. THE STREET LIGHTING SYSTEM IS OWNED, OPERATED AND MAINTAINED BY THE CITY. IT MAY BE COMBINED WITH THE SPRINKLER CONTROLLER METER PEDESTAL, IN MOST CASES. LS-2 IS AN UN-METERED SYSTEM WITH A PER UNIT RATE. THIS RATE IS FOR RESIDENTIAL ROADS WITHIN A SUBDIVISION OR COMMUNITY AND WILL BE FED FROM THE NEAREST POINT OF CONTACT WITH SCE. THE FOLLOWING REQUIREMENTS WILL BE REQUIRED FOR ALL STREET LIGHTING SYSTEMS:

- A. ALL WORK PERFORMED SHALL BE BY A LICENSED ELECTRICAL CONTRACTOR;
 - B. ALL INSPECTIONS SHALL BE BY THE CITY OF BEAUMONT;
 - C. ALL NEW INSTALLATIONS OF STREET LIGHTS UTILIZING PREVIOUSLY APPROVED PLANS SHALL UTILIZE LED TYPE LUMINARIES;
 - D. ALL REPLACEMENT OR RECONSTRUCTION OF EXISTING STREET LIGHTS SHALL UTILIZE LED TYPE LUMINARIES.
- STREET LIGHT STYLES**
- THE CITY USES THREE GENERAL STYLES OF STREET LIGHTS: MISSION BELL, POST-TOP AND COBRA HEAD. THE MISSION BELL STYLE GENERALLY CONSISTS OF A BRONZE METAL POLE, BRONZE ORNATE METAL ARM AND A DECORATIVE BELL-SHAPED LUMINAIRE. THIS STYLE IS USED IN CERTAIN SUBDIVISIONS, COMMUNITIES AND SELECT ROADS. THE MISSION BELL STYLE SHALL ONLY BE INSTALLED WHEN IT IS APPROVED BY PLANNING AS PART OF A DEVELOPMENT OR IF IT IS REPLACING A SIMILAR STYLE STREET LIGHT. THE POST-TOP STYLE IS AN ORNATE CONCRETE POLE WITH A DECORATIVE GLASS ACORN-SHAPED LUMINAIRE MOUNTED DIRECTLY TO THE POLE. THE COBRA HEAD STYLE GENERALLY CONSIST OF A CONCRETE POLE, METAL ARM AND A FLAT GRAY LUMINAIRE. THIS STYLE IS USED THROUGHOUT THE CITY AND IS THE STANDARD STREET LIGHT FOR DEVELOPMENT. UNLESS PRIOR APPROVAL IS OBTAINED FROM PLANNING OR THE COBRA HEAD IS NOT CONSISTENT WITH IMMEDIATELY SURROUNDING STREET LIGHTS, THE COBRA HEAD STYLE SHALL BE INSTALLED.

COBRA HEAD STYLE
COBRA HEAD STREET LIGHT LUMINARIES SHALL BE AS FOLLOWS:

STREET CLASS	WATTS*	LUMEN*	GE EVOLVE CATALOG**
RESIDENTIAL	15	1800	ERL1-0-02-B3-27-A-GRAY-L
RESIDENTIAL CUL-DE-SAC	15	1800	ERL1-0-02-D3-27-A-GRAY-L
COLLECTOR	41	4600	ERL1-0-05-B3-27-A-GRAY-L
SECONDARY	90	8400	ERL1-0-09-C3-27-A-GRAY-L
MAJOR	90	9600	ERLH-0-10-C3-30-A-GRAY-L
ARTERIAL	90	9600	ERLH-0-10-C3-30-A-GRAY-L

*= WATTAGE AND LUMEN VALUES ARE FOR GE EVOLVE PRODUCTS. APPROVED ALTERNATIVES SHALL BE WITHIN VALUE ±10% OF THE VALUES STATED.
**= IF LUMINAIRE IS NOT AVAILABLE OR DISCONTINUED, THE CITY ENGINEER SHALL RECOMMEND A REPLACEMENT FOR EACH STREET CLASS.

- A. LUMEN MAINTENANCE AT 50,000 HOURS OF LIFE SHALL BE NO LESS THAN 88% OF INITIAL LUMEN OUTPUT;
 - B. LUMINARIES SHALL BE DARK SKY APPROVED.
 - C. COLOR TEMPERATURE AND CRI: 2700K COLOR TEMPERATURE FOR RESIDENTIAL THROUGH SECONDARY STREET CLASS AND 3000K FOR MAJOR AND ARTERIAL STREET CLASS.
- POLES**
- ALL POLES WILL BE OCTAGONAL CONCRETE TAPERED POLES WITH A NATURAL ROCK FINISH. THE COLOR FOR ALL PERIMETER STREETS WILL BE "BLACK AND WHITE (GRAY)". ON INTERIOR STREETS THE BUILDER CAN SELECT THE STREET LIGHT COLOR OR USE THE BASIC CITY COLOR OF "BLACK AND WHITE (GRAY)". EACH POLE WILL HAVE AN ACCESS DOOR IN THE BASE TO FACILITATE WIRING. ALL ARMS ARE TO BE HOT DIPPED GALVANIZED STEEL OR ALUMINUM WITH A RAIN CAP. COLORED ARMS MAY BE BAKED POWDER COATING. ARMS WILL HAVE A TWO-INCH MOUNTING PIPE FOR THE LUMINAIRE. POLES MUST HAVE A MINIMUM 80 MILES PER HOUR WIND FACTOR AND SUSTAIN A 1.3 GUST FACTOR. THE APPROVED MANUFACTURER IS AMERON, INC. ALL POLES WILL BE IDENTIFIED ON THE POLE LABEL WITH THE LETTERS "BMT" TO SIGNIFY THEY ARE PART OF THE CITY OF BEAUMONT STREET LIGHTING SYSTEM. POLE SIZES ARE AS FOLLOWS:

STREET CLASS

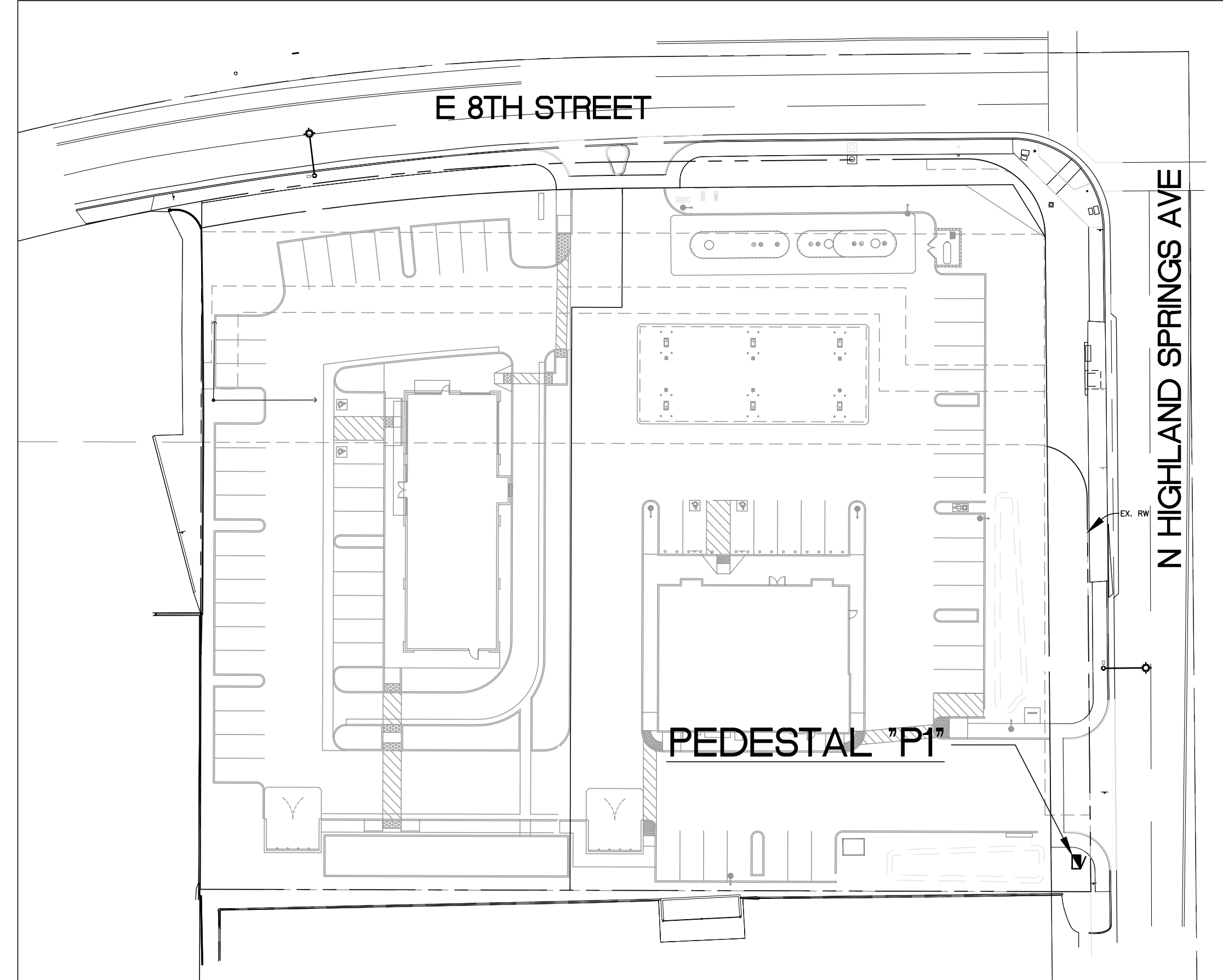
POLE HEIGHT (FT)	ARM LENGTH (FT)	ARM HEIGHT (FT)	LUMINAIRE MOUNT HEIGHT (FT)	AMERON	CONTEMPORARY SERIES
RESIDENTIAL	23	6	3	26	1C123
RESIDENTIAL CUL-DE-SAC	23	6	3	26	1C123
COLLECTOR	31	12	5	36	1C431
SECONDARY	31	12	5	36	1C431
MAJOR	31	12	5	36	1C431
ARTERIAL	31	12	5	36	1C431

PUBLIC SYSTEMS AND ANY PROPOSED WORK IN PUBLIC RIGHT OF WAYS ARE NOT PARTS OF THE CITY OF BEAUMONT, DEPARTMENT OF BUILDING AND SAFETY REVIEW OR APPROVAL

QTY LEGEND

- 2 NEW 90W STREET LIGHT
- 1 SERVICE PEDESTAL

SHEET 3



STREET LIGHT GENERAL NOTES (CONT'D)

POLE BASES
ALL POLES WILL HAVE A THIRTY-INCH ROUND OR SQUARE IN-GROUND BASE WITH A DEPTH OF FORTY-EIGHT (48) INCHES FROM TOP OF CURB, AND A MINIMUM FORTY-TWO (42) INCHES OF CONCRETE BASE DEPTH. THERE WILL BE FOUR (4) ONE-INCH ANCHOR BOLTS THIRTY-SIX (36) INCHES LONG WITH A FOUR-INCH TURN. WASHERS WILL BE INSTALLED ABOVE AND BELOW THE ONE-INCH POLE-MOUNTING FLANGE. ANCHOR BOLTS, WASHERS AND NUTS WILL ALL BE HOT DIPPED GALVANIZED STEEL PER POLE MANUFACTURER SPECIFICATIONS. ALL POLES ARE TO BE PLACED BEHIND THE CURB WITH A CENTER OF POLE MEASUREMENT OF EIGHTEEN (18) INCHES FROM THE FACE OF CURB TO THE CENTER OF POLE. IN PROJECTS WITH A "ROLLED" CURB OR A "WEDGE" CURB STREETLIGHT MAY BE PLACED BEHIND THE SIDEWALK IF NECESSARY. CONCRETE FOR POLE BASES SHALL BE A PUBLIC WORKS DESIGN MIX WITH TEST STRENGTH OF 3250 PSI. WIRING TO POLE.

WIRING TO POLE WILL BE TWO (2) #12 THWN STRANDED (ONE (1) RED AND ONE (1) BLACK) RAN DOWN THROUGH POLE, IN ONE-INCH SCHEDULE 40 PVC UNDERGROUND TO AN ELEVEN (11) INCHES WIDE BY SEVENTEEN (17) INCHES LONG BY TWELVE-INCH DEEP CONCRETE HAND HOLE WITH CONCRETE COVER MARKED "STREET LIGHTS" BEHIND THE SIDEWALK OR NEXT TO THE POLE, IN THE SIDEWALK. THE PULL BOXES SHALL BE J&R CONCRETE PRODUCT NO. E3-1/2 SERIES (OR EQUAL) FOR NON-TRAFFIC AREAS AND J&R CONCRETE PRODUCT NO. E3-1/2-T SERIES W/ H-20 WHEEL LOADING COVER PER CALTRANS SPECIFICATIONS (OR EQUAL) FOR TRAFFIC AREAS. ALL PULL BOXES SHALL HAVE LOCKS FOR THE COVERS. INSTALL A #6 COPPER WIRE THROUGH THE ONE-INCH PVC AND GROUND BELOW THE TOP WASHER ON ONE OF THE POLE FLANGES WITH ONE-INCH THREADED NUTS. IN THE SAME BOX PROVIDE 2 FUSETRON GEB-II-FUSE HOLDERS WITH FIVE (5) AMP 250-VOLT MIDGET FUSES ON THE POWER CONDUCTORS (BLACK AND RED). ALL FUSE HOLDERS SHALL BE TAPED WITH A FIFTY PERCENT (50%) OVERLAY, AND A MINIMUM OF THREE (3) LAYERS. TWO (2) COATINGS OF "SCOTCH COAT" SHALL BE APPLIED TO ALL TAPED CONNECTIONS, FOR WATERPROOFING. AT THE LUMINAIRE LEAVE TWELVE (12) INCHES OF SLACK WIRE AS A SERVICE LOOP. ALL WIRE SHALL BE COPPER. THE MAIN WIRING.

SYSTEM SHALL BE A MINIMUM OF ONE-INCH SCHEDULE 40 PVC RUN BEHIND THE CURB OR SHALL BE TRENCHED WITH A MINIMUM DEPTH OF EIGHTEEN (18) INCHES, IN THE PARKWAY AND TWENTY-FOUR (24) INCHES UNDER ANY STREET, OR BE FOUR (4) INCHES BELOW FOUR (4) INCHES OF CONCRETE. AT ALL TIMES THERE MUST BE A ONE-INCH SEPARATION BETWEEN THE INSTALLED CONDUIT AND THE CONCRETE ABOVE IT, ON REGULAR CURB INSTALLATIONS, WITH CUT OUT OR DEPRESSED DRIVEWAY APPROACHES. CONDUITS RUN BEHIND THE CURB MUST NOT BE INSTALLED IN THE APPROACH POUR, A NO. E3-1/2 PULL BOX SHALL BE PLACED BEHIND THE SIDEWALK AT EACH POLE AND PLACED IN LONG RUNS AT A DISTANCE NOT TO EXCEED THREE HUNDRED (300) FEET. THE SAME PULL BOXES WILL BE USED FOR STREET CROSSINGS AND BRANCH WIRING TERMINATIONS. A PULL BOX MUST BE INSTALLED ON AT LEAST ONE SIDE OF EACH STREET CROSSING, AND ALL STREET CROSSING SHALL BE RUN AT A NINETY-DEGREE ANGLE WITH THE MAIN FLOW OF THE STREET. ALL MAIN WIRING BETWEEN THE STREET LIGHTS, AND THE METER WILL BE ONE (1) #8 THWN BLACK, ONE (1) #8 THWN RED, AND ONE (1) #8 THWN GREEN. MIDBLOCK LIGHTS ARE FED BY ONE (1) #8 THWN BLUE, AND ONE (1) #8 THWN YELLOW, IN THE SAME CONDUIT. ALL TERMINATIONS AND SPLICES WILL HAVE EPOXY SEAL PACKS INSTALLED ON EACH CONNECTION IN THE PULL BOXES. ALL TERMINATIONS WILL BE MADE UP WITH 3M BRAND BLUE WIRE NUTS. GROUND WIRES DO NOT REQUIRE EPOXY SEAL PACKS. ALL WIRE SHALL BE COPPER. WHEN WIRE NUTS ARE USED IN THE LUMINAIRE INSTALLATION THEY MUST BE SECURELY TAPED. ALL WIRING SHALL BE #8 TO THREE (3) OR MORE POLES. WHEN WIRING UNDER THE LS-2 SYSTEM WITH TWO (2) POLES OR LESS THE WIRE SHALL BE #12 TO THE HAND HOLES AND TO THE POINT OF CONTACT. USE APPROVED FUSE HOLDERS AT POINT OF CONTACT WITH SCE. THE CIRCUITRY AND VOLTAGE DROP.

ON THE WIRE, SHALL NOT EXCEED FIVE PERCENT (5%) TO THE LAST LIGHT ON THE RUN OR IN ANY CIRCUMSTANCE. THE #8 THWN WIRE WILL HAVE A BREAKER RATED AT FORTY (40) AMPS AND BE A TWO-POLE RATED BREAKER. IF A LARGE NUMBER OF LIGHTS ARE FED OFF ONE (1) PEDESTAL AND IT IS NECESSARY TO RUN TWO (2) RADIAL CIRCUITS, INSTALL A SECOND FORTY-AMP TWO-POLE BREAKER TO FEED THE SECOND SET OF LIGHTS. THE MAIN SWITCHING OF ALL LIGHTS WILL BE THE PHOTOCELL AT EACH LIGHT. WIRE MUST BE OVERSIZED TO ALLOW FOR VOLTAGE DROP. USE #6 THWN OR #4 THWN WHEN NECESSARY. CIRCUIT DESIGNS ARE ABOUT THREE THOUSAND (3,000) PLUS FEET FOR #8 THWN WIRE AND MAY EXTEND TO OVER FOUR THOUSAND (4,000) FEET DEPENDING ON CONNECTED LOAD. THE METER PEDESTAL AND POINT OF CONTACT.

THE METER PEDESTAL SHALL BE CALTRANS TYPE III-BF (MYERS MEUG16-100/200 OR EQUAL). INSTALLATION OF THE METER PEDESTAL SHALL BE PER CALTRANS REVISED STANDARD PLAN RSP ES-2E OR AS APPROVED BY CITY ENGINEER. THE METER PEDESTAL SHALL BE RATED 120/240 - ONE (1) PHASE THREE-WIRE AND HAVE FOUR (4) JAWS. THE MINIMUM AMPERAGE WILL BE ONE HUNDRED (100). THE MAXIMUM AIC RATING IS 10,000AIC. IF THE NUMBER OF LIGHTS ON ONE (1) CIRCUIT EXCEEDS THE CAPACITY OF THE BREAKER, ADD A SECOND ONE. IF THE NUMBER OF LIGHTS EXCEEDS A LOAD OF 100 AMPS, USE A 200-AMP METER WITH THE SAME SPECIFICATIONS. THE METER PEDESTAL WILL BE FED FROM THE NEAREST SCE PULL BOX WITH THREE-INCH SCHEDULE 40 PVC, VERIFY LOCATION WITH THE AREA SCE PLANNER. IF THERE IS A LANDSCAPE SPRINKLER CLOCK, WHICH CONTROLS SOLENOIDS ONLY, NO BOOSTER PUMPS, IT MAY BE ADDED TO THE STREET LIGHT METER PEDESTAL. THIS SAVES THE NEED FOR TWO (2) DIFFERENT METERS. ALL METER PEDESTALS REQUIRE THREE (3) ONE-INCH PVC NINETY-DEGREE STUB OUTS FOR FUTURE WIRING OF LIGHTING OR SPRINKLER TIMING CLOCKS. THE METER PEDESTAL IS ONLY REQUIRED WITH LS-3 STREET LIGHTS. UNDER LS-2 THE POINT OF CONTACT IS THE NEAREST AVAILABLE SCE POWER, A HAND HOLE, TRANSFORMER PAD OR OTHER JUNCTION POINT. WHEN REQUIRED THE SCE METER COORDINATION, SCE SERVICE APPLICATION, SCE FEES, CITY OF BEAUMONT ELECTRICAL PERMIT AND THE CITY OF BEAUMONT SERVICE ACCOUNT SETUP IS THE RESPONSIBILITY OF THE CONTRACTOR. THE POINT OF CONTACT FOR THE LS-2 STREET LIGHTS SHALL BE INTERCONNECTED WITH SCE WITH TWO-INCH SCHEDULE 40 PVC, WITH TWENTY-FOUR-INCH RADIUS SWEEPS, THIRTY (30) INCHES OF COVER, AND A 3/8-INCH PULL ROPE. FUSES SHALL BE INSTALLED IN THE POINT OF CONTACT PULL BOX, SCE WILL PROVIDE #2 WIRE TO THE FIRST HANDHOLE. A 5/8-INCH COPPER-CLAD GROUND ROD WILL BE INSTALLED IN THE POINT OF CONTACT HAND HOLE AND THE #8 GROUND WIRE WILL CLAMPED TO THE ROD WITH A "FOOTBALL OR ACORN STYLE" GROUND CLAMP.

INSPECTION
THE DEVELOPER SHALL PROVIDE THE CITY INSPECTOR WITH AN ONSITE SIGNED SET OF PLANS FOR INSPECTION PURPOSES. ALL SITES SHALL HAVE "DIG ALERT" CALLED FORTY-EIGHT (48) HOURS PRIOR TO EXCAVATION AND ENCROACHMENT PERMITS FROM THE CITY WHEN NECESSARY.

DECLARATION OF ENGINEER OF RECORD
I HEREBY DECLARE THAT I AM THE ENGINEER OF RECORD FOR THIS PROJECT AND THAT THE DESIGN OF THE IMPROVEMENTS SHOWN ON THESE PLANS COMPLIES WITH ALL PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. I ASSUME FULL RESPONSIBILITY FOR ALL ASPECTS OF THE DESIGN OF IMPROVEMENTS. WITH RESPECT TO THE PLAN CHECK PERFORMED BY THE CITY OF BEAUMONT, I UNDERSTAND AND ACKNOWLEDGE THE FOLLOWING: (1) THE PLAN CHECK IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THE PLANS COMPLY WITH THE CITY'S STANDARDS, PROCEDURES, POLICES, AND ORDINANCES; (2) THE PLAN CHECK IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS; AND, (3) THE PLAN CHECK DOES NOT RELIEVE ME OF MY LEGAL AND PROFESSIONAL RESPONSIBILITY FOR THE DESIGN OF THE IMPROVEMENTS. TO THE FULL EXTENT PERMITTED BY LAW, I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, AND AGENTS FROM ANY AND ALL ACTUAL OR ALLEGED CLAIMS, DEMANDS, CAUSES OF THE ACTION, LIABILITY, LOSS, DAMAGE, OR INJURY TO PROPERTY OF PERSONS, INCLUDING WRONGFUL DEATH, WHETHER IMPOSED BY A COURT OF LAW OR BY ADMINISTRATIVE ACTION OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY, ARISING OUT OF OR INCIDENT TO ANY NEGLIGENT ACTS, OMISSIONS, OR ERRORS BY THE ENGINEER OF RECORD, ITS EMPLOYEES, CONSULTANTS, OR AGENTS.

Brian R. Overley
BRIAN R. OVERLEY
R.E.E. #20627
LICENSE NUMBER
EX. DATE 3/31/22
7/2/2021
DATE

NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT AND/OR GRADING PERMIT HAS BEEN ISSUED.

 Call 2 Working Days Before You Dig! 811	BENCHMARK:				 LIGHTING DESIGN ELECTRICAL ENGINEERING 27201 Calle Juanita Dana Point, CA 92624 Ph: 949.201.1333 candelaengineering.com		DESIGN BY: RB	Reviewed By: _____ Date: _____ Staff Engineer	CITY OF BEAUMONT, CALIFORNIA STREET LIGHT PLANS FOR:	SHEET
									TITLE SHEET	OF 4 SHEETS
										FILE NO:
	ELEV. 0000.00, NGVD 29								CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	550E 6th St Beaumont, CA 92223 TEL: (951) 769-8520 FAX: (951) 769-8528

PANEL SCHEDULE - "SP1"

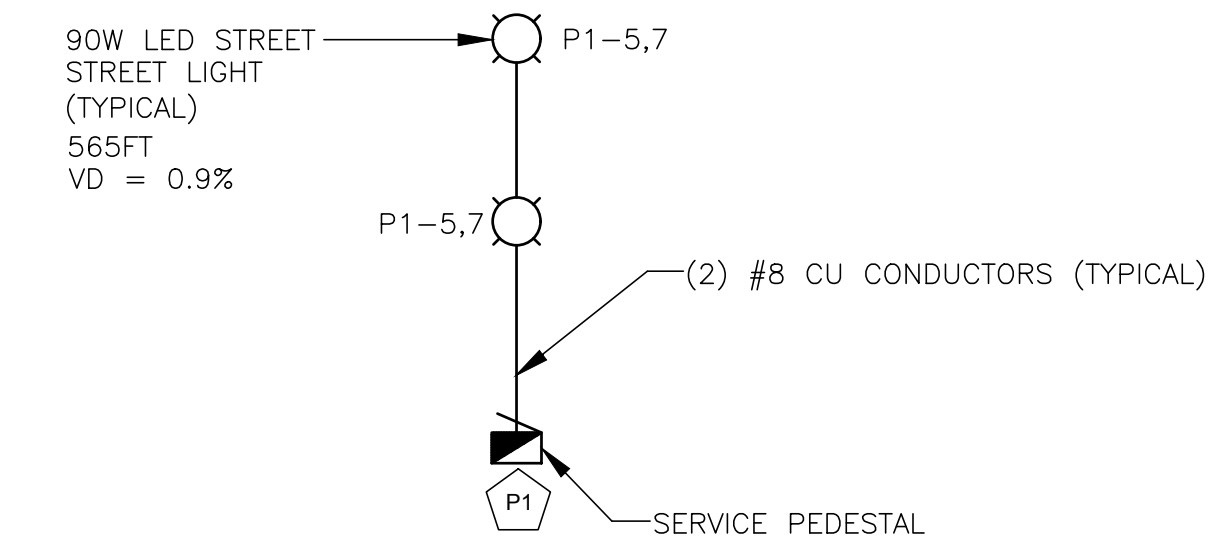
MOUNTING: FREESTANDING
 TYPE: SERVICE PEDESTAL
 ENCLOSURE : NEMA 3-R

VOLTAGE: 120/240
 PHASE: 1
 WIRES: 3
 MAIN: 100A/2P

BUS RAITING: 100A
 AIC: 42 KAIC SERIES RATED
 DISTRIBUTION: 12/12

CKT	DESCRIPTION	TRIP	NOTE	A	B	DESCRIPTION	NOTE	TRIP	CKT
1	SERVICE DISCONNECT	100A/2P		-	1.00	LIGHTING CONTROL CIRCUIT		15A/1P	2
3	240V.			0.94	0.00				4
5	STREET LIGHTING	20A/2P			0.94				6
7	240V.			0.00	1.00				8
9									10
11									12
				AMPS PER LINE:	2.94	0.94			
				SUBTOTAL KVA:	0.47	0.47	KVA @ 125% (LCL)		
				TOTAL MINIMUM FEEDER SIZE (AMPS):	2.42	0.58	KVA (TOTAL FEEDER)		

NOTES:



(2) 90W FIXTURES = 0.75 AMPS @ 240V
CIRCUIT DIAGRAM SP1-5,7

SPUNCAST, PRESTRESSED CONCRETE POLE

POLE TOP/STUD DETAIL

TOP MOUNT DETAILS

BASE DETAIL

POLE ORIENTATIONS

BASE PLATE DETAIL

REV	DATE	DESCRIPTION	BY	APPR

"F" LEVEL CONFIG CODES			"P" LEVEL CONFIG CODES		
OPTION CLASS	ENTRY	INFO.	OPTION CLASS	ENTRY	INFO.
COATING	I		MIX	37	
HH COVER	45209		FINISH	3	
DOOR SCRS	STD		BASE PLATE	45346	NOTE#9
MISC. MOD	MODSM		POLE TOP CON.	MOD90	

CONTEMPORARY OCTAGONAL BASE PLATE POLE

POLE DESIGN-NATION	POLE HEIGHT ABOVE GRADE	OVERALL POLE LENGTH	BOLT CIRCLE	BASE O.D.	ULTIMATE G.L. MOMENT (ft.-lbs.)	POLE WEIGHT (lbs.)
1C431	31'-0"	31'-3"	12-1/2"	10-5/16"	33,700	1,700

() POLES REQUIRED, EACH WITH:
 (1) SINGLE 12' STEEL TAPERED ARM ASSEMBLY (P/N: 1AP12A)
 (4) 1" x 3/8" x 4" GR. 55 ANCHOR BOLTS (P/N: 42026E)

NOTES:

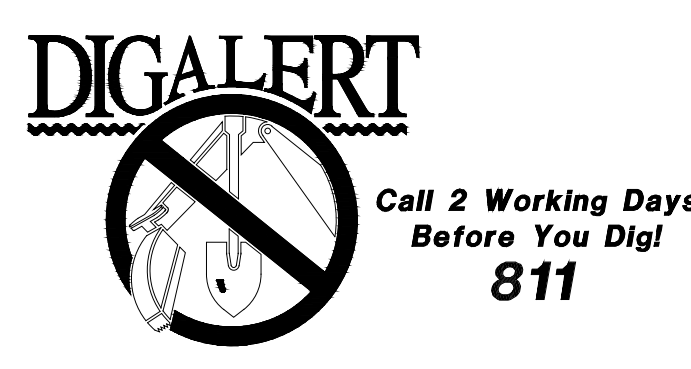
- MIX (373): LA BLACK & WHITE, EXPOSED AGGREGATE FINISH WITH AMERSHIELD ANTI-GRAFFITI COATING.
- ASTM C-150 TYPE III GRAY CEMENT.
- Fc @ 28 DAYS = 6,000 PSI, USING SPUN CYLINDER TEST.
- Fc @ 28 DAYS = 5,000 PSI, USING ASTM C-31 CYLINDER TEST.
- POLES MANUFACTURED PER ASTM C-1089-13 SPECIFICATIONS.
- PROTECTIVE COAT EXPOSED P.C. WIRES AT POLE ENDS.
- TOP MOUNT LMA IS DESIGNED TO ROTATE TO ANY DESIRED ORIENTATION ON THE OCTAGONAL PLATS PER CUSTOMER'S REQUIREMENTS.
- THE SINGLE TOP MOUNT STEEL TAPERED LMA ASSEMBLY (NOT TO EXCEED 12' LENGTH, 3.5 SQ. FT. EPA, 45 LBS (TAPERED TUBE & CAN COMBINED)) DEPICTED ON THIS DRAWING IS DESIGNED TO WITHSTAND THE LOADS IMPARTED BY A LUMINAIRE (NOT TO EXCEED 1.5 SQ. FT. EPA, 40 LBS. MAX); THE POLE DEPICTED IS DESIGNED TO WITHSTAND THE LOADS IMPARTED BY THE TOP MOUNT LMA & THE LUMINAIRE AS DESIGNED PER THE 2013 AASHTO LTS-6 USING A 90MPH WIND ZONE (3-SECOND GUSTS) CRITERIA FOR STREET LIGHT POLES. PLEASE CONTACT & ADVISE MANUFACTURER IF THE INTENDED LOADING EXCEEDS THESE VALUES. **POLE IS LOCATED IN SPECIAL WIND REGION, PURCHASER TO VERIFY REQUIRED WIND SPEED.**
- POLE SHOWN IS SUITABLE FOR CAPPED BASEPLATE (ENCASED IN CONCRETE), OTHERWISE, OTHER NON-CAPPED INSTALLATION REQUIRES A GALVANIZED BASEPLATE.

APPROVED BY _____ **DATE** _____

Ameron POLE PRODUCTS
 www.ameronpoles.com
CITY OF BEAUMONT
 BEAUMONT, CA
 1C431 POLE WITH 1AP12A LMA ASSY.

THIS DOCUMENT CONTAINS INFORMATION WHICH IS PROPRIETARY TO NATIONAL OILWELL VARCO. IT SHALL NOT BE REPRODUCED, USED OR DISCLOSED TO ANYONE WITHOUT THE PRIOR WRITTEN PERMISSION OF NATIONAL OILWELL VARCO.

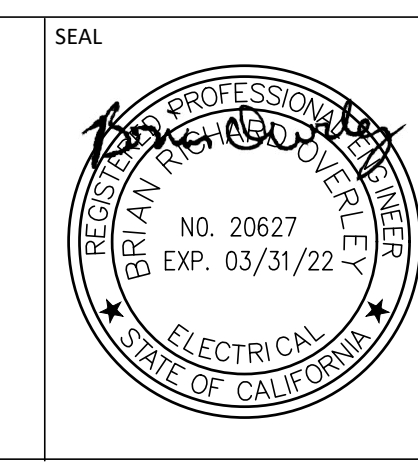
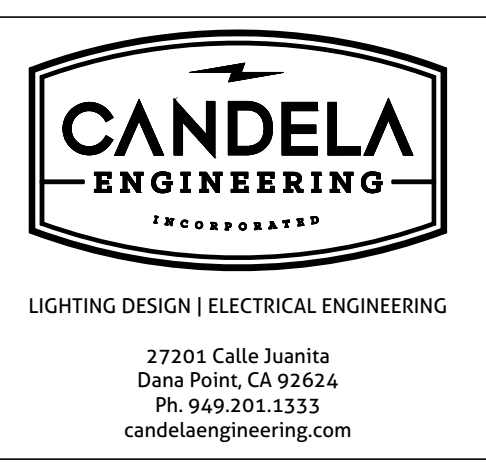
DRAWN: CMR DATE: 7/21 APPR: _____ DATE: _____
 DRAWING NUMBER: 2107-004 REVISION SHEET: 1 OF 1 SCALE: NTS



BENCHMARK:

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

ELEV. 0000.00, NGVD 29



DESIGN BY: RB
 DRAWN BY: RB
 CHECKED BY: DD
 SCALE: AS SHOWN
 DATE: 7/189/2021
 JOB NUMBER: Y1-012

Reviewed By: _____ Date: _____
 Staff Engineer

Recommended for Approval By: _____ Date: _____
 Administrative Engineer

Approved By: _____ Date: _____
 City Engineer/Director of Public Works

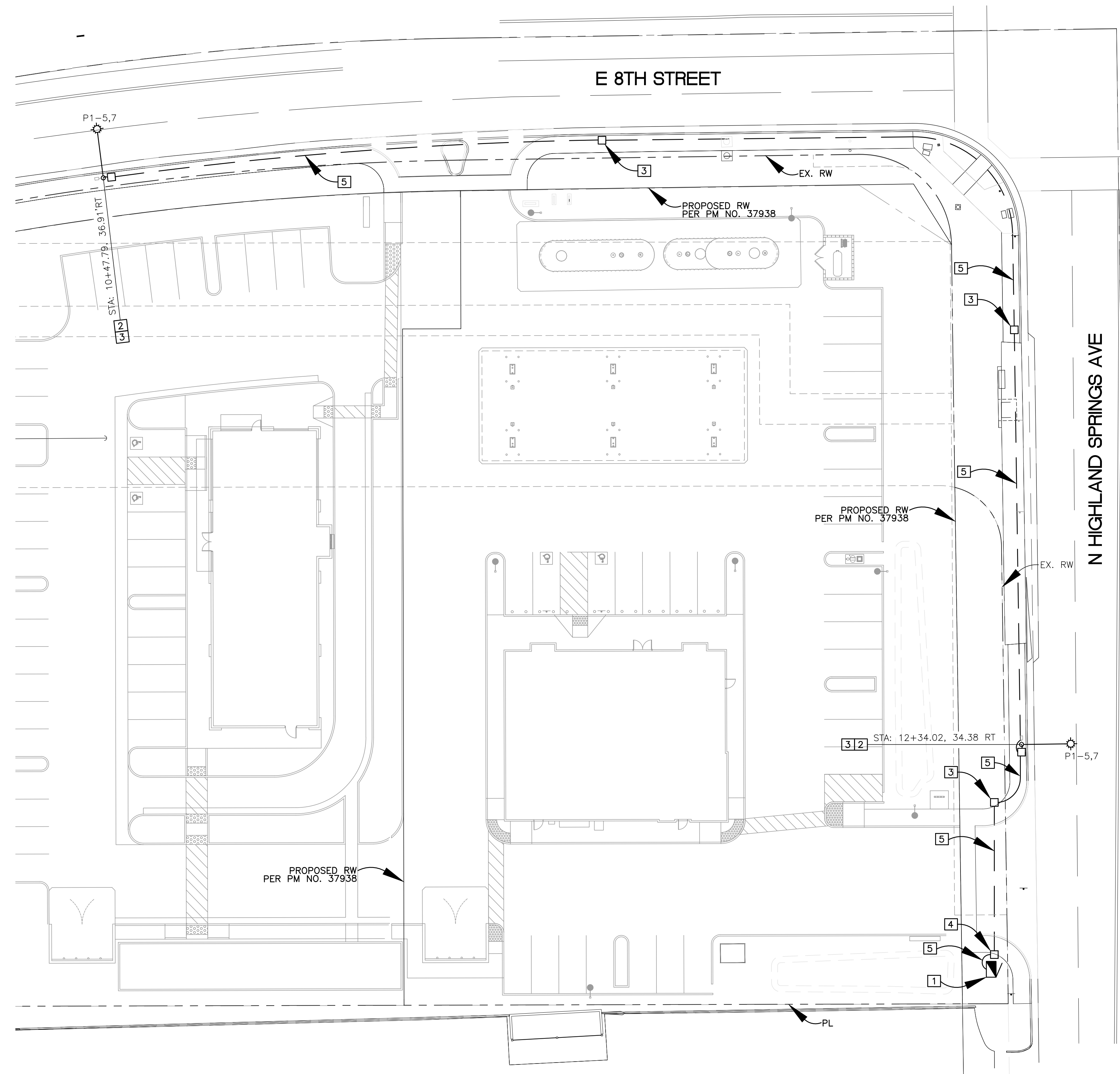
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

5506 6th St
 Beaumont, CA 92223
 TEL: (951) 769-8500 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
 STREET LIGHT PLANS FOR:

STREET LIGHT DETAILS AND CIRCUIT DIAGRAMS

SHEET 2 OF 4 SHEETS
 FILE NO:

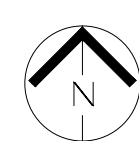


LEGEND

○— NEW 90W STREET LIGHT

CONSTRUCTION NOTES

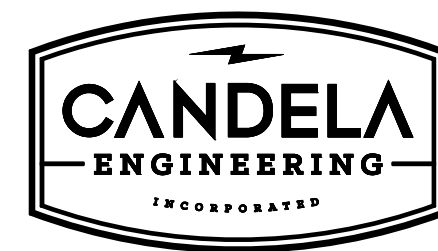
- 1 FURNISH AND INSTALL ELECTRICAL SERVICE PEDESTAL PER CITY OF BEAUMONT STD., 120/240V, 1PH, 3W, 100 AMP MAIN. METER PEDESTAL SHALL BE CALTRANS TYPE III-BF (MYERS MEUG16-100/200 OR EQUAL).
- 2 FURNISH AND INSTALL 240 VOLT, 90 WATT LED STREET LIGHT PER CITY OF BEAUMONT STD. INSTALL #E3-1/2 CONCRETE PULLBOX BEHIND THE SIDEWALK AT EACH POLE.
- 3 FURNISH AND INSTALL #E3-1/2 CONCRETE UNDERGROUND PULL BOX PER CITY OF BEAUMONT STD.
- 4 FURNISH AND INSTALL #5E CONCRETE UNDERGROUND PULL BOX WITH FURNISH AND INSTALL (2) 2" SCHEDULE 80 PVC UNDERGROUND CONDUIT
- 5 FURNISH AND INSTALL 2" SCHEDULE 80 PVC UNDERGROUND CONDUIT (2) #8 THWN-2 CU & (1) #8 CU GND



BENCHMARK:

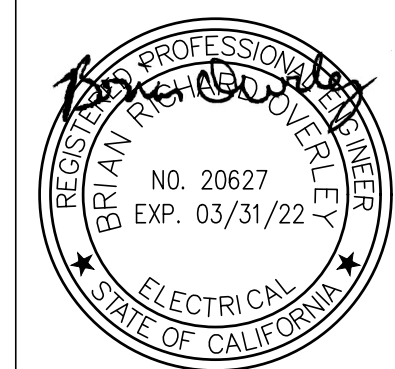
ELEV. 0000.00, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY



LIGHTING DESIGN | ELECTRICAL ENGINEERING
 27201 Calle Juanita
 Dana Point, CA 92624
 Ph: 949.201.1333
 candelaengineering.com

SEAL



DESIGN BY: RB
 DRAWN BY: RB
 CHECKED BY: DD
 SCALE: AS SHOWN
 DATE: 7/18/2021
 JOB NUMBER: Y1-012

Reviewed By: _____ Date: _____
Staff Engineer

Recommended for Approval By: _____ Date: _____
Administrative Engineer

Approved By: _____ Date: _____
City Engineer/Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION
550E 6th St
 Beaumont, CA 92223
 TEL: (951) 769-8500 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
 STREET LIGHT PLANS FOR:
STREET LIGHT POWER PLAN

SHEET
3
 OF 4 SHEETS
 FILE NO:



Staff Report

TO: City Council
FROM: Robert Vestal, Assistant Public Works Director
DATE: September 7, 2021
SUBJECT: **Accept Security Agreement and Performance and Payment Bond No. PB03010407923 for Sewer Improvements associated with Tract Map No. 36307-1**

Background and Analysis:

The City requires all developers to provide security for public improvements consisting of, but not limited to, sewer improvements, street improvements, storm drain improvements, utility improvements, and monument improvements.

Tri Pointe Homes IE-SD, Inc. (formerly Pardee Homes), Tract Map No. 36307-1

The developer, Tri Pointe Homes IE-SD is proposing to construct all work associated with the following improvements:

- Public Works file No. 2021-0635, as shown on City File No. 3367. Improvements generally consist of interior tract sewer main, laterals, manholes and associated work. Tract Map No. 36307-1 occurs within SP318 Oak Valley and SCPGA Golf Course specific plan (Tournament Hills), north of Oak Valley Parkway and west of Interstate 10.

Tri Pointe Homes IE-SD has provided a security agreement and security in the form of a bond for the public improvements. The agreement has been reviewed by City staff and found to be consistent with the Beaumont Municipal Code. The following table is a summary of the security:

Table 1

Security #	Security Type	Type of Improvement	Principal
PB03010407923	Performance and Payment Bond	Sewer	Tri Pointe Homes IE-SD, Inc.

City staff recommends that City Council accept the Security Agreement and securities listed in Table 1.

Fiscal Impact:

The cost of preparing the staff report is estimated to be \$350.

Recommended Action:

Accept Security Agreement and Performance and Payment Bond No. PB03010407923 for Sewer Improvements associated with Tract Map No. 36307-1

Attachments:

- A. Security Agreement and Performance & Payment Bond No. PB03010407923
- B. Street and Storm Drain plans

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. 36307-1)**

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS (“Security Agreement”) is made by and between CITY OF BEAUMONT (“CITY”) and Tri Pointe Homes IE-SD, Inc. a California [if other state specify the state] [corporation] or [limited liability company] or [limited partnership] (“DEVELOPER”).

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 36307-1, (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

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

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

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

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

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

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

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

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

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

11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

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

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

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

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

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

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

CITY OF BEAUMONT

By: _____
Mayor

Date: _____

DEVELOPER

By:  _____

Date: July 21, 2021 _____

Title: Michael C. Taylor, Division President _____

ACKNOWLEDGMENT

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

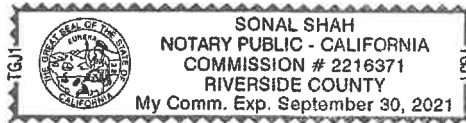
State of California
County of Riverside)

On July 23, 2021 before me, Sonal Shah, Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor ,
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 Sonal Shah

(Seal)

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____
Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") have entered into
Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan,
dated July 21 , 2021, whereby Principal agrees to install and complete certain designated
public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 36307-1 ,
which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Philadelphia Indemnity Insurance Company ,
as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal
sum of ^{Four Hundred Thirty-Five Thousand Six Hundred Sixty-Five and no/100} dollars (\$ 435,665.00) lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs,
executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly
keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof
made as therein provided, on his or their part to be kept and performed at the time and in the manner therein
specified, and in all respects according to their true intent and meaning, and shall indemnify and save
harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become
null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there
shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by
the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment
therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to
the terms of the agreement or to the work to be performed thereunder or the specifications accompanying
the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such
change, extension of time, alteration or addition to the terms of the agreement or to the work or to the
specifications.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 22, ~~2020~~ 2021.

Item 11.



(Seal)

(Seal)

SURETY

PRINCIPAL

By: Michelle Haase

By: Michael C. Taylor

Name: Michelle Haase

Name: Michael C. Taylor

Title: Attorney-in-Fact

Title: Division President

Address: 800 E. Colorado Blvd., 6th Floor

By: _____

Pasadena, CA 91101

Name: _____

Title: _____

Address: 1250 Corona Pointe Court Suite 600

Corona, Ca 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

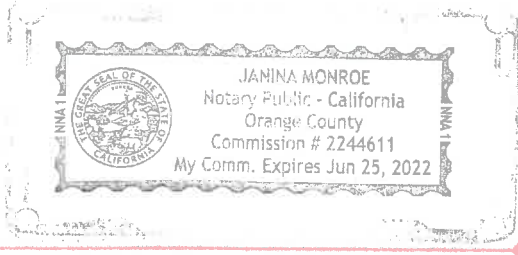
On JUL 22 2021 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Notary Public Signature _____ (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY

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

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

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

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

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

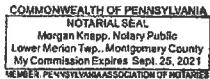
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

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

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



(Notary Seal)

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

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of July, 20 21.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

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

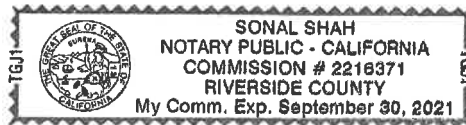
State of California
County of Riverside)

On July 23, 2021 before me, Sonal Shah, Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor ,
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 Sonal Shah

(Seal)

EXHIBIT "B"
PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Tri Pointe Homes IE-SD, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated July 21, 2021, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of ** dollars (\$ ***), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Four Hundred Thirty-Five Thousand Six Hundred Fifty-Five and no/100 Dollars (*\$435,655.00)

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 22, ~~2020~~ 2021.



(Seal)

(Seal)

SURETY

PRINCIPAL

By: Michelle Haase

By: Michael C. Taylor

Name: Michelle Haase

Name: Michael C. Taylor

Title: Attorney-in-Fact

Title: Division President

Address: 800 E. Colorado Blvd., 6th Floor

By: _____

Pasadena, CA 91101

Name: _____

Title: _____

Address: 1250 Corona Pointe Court Suite 600

Corona, Ca 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }


County of Orange }

On JUL 22 2021 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer)

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

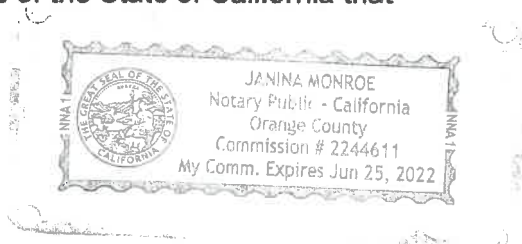
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)
Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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PHILADELPHIA INDEMNITY INSURANCE COMPANY

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

Power of Attorney

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

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

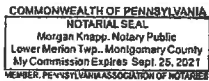
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

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

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



(Notary Seal)

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

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 22nd day of July, 2021.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

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State of California
County of Riverside

On July 23, 2021 before me, Sonal Shah, Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
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 Sonal Shah

(Seal)

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

NV5
Approved
Padma Asam
07/14/2021 8:45:10 AM

PROJECT NAME: Tournament Hills - Tract 36307-1 Sewer Improvements
DATE: 2-Jul-21

PP, CUP NO.: _____ BY: Samuel Menache

IMPROVEMENTS FAITHFUL PERFORMANCE 100%
LABOR & MATERIALS SECURITY 100%

Construction Costs)	
Streets/Drainage	\$ -
Sewer	\$ 435,654.50
Total	\$ 435,654.50
Warranty Retention (22.5%)	\$ 98,022.26
Street/Drainage Plan Check Fees =	\$ -
Sewer Plan Check Fees =	\$ 10,891.36
Street Inspection Fees =	\$ -
Sewer Inspection Fees =	\$ 17,426.18

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

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

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

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

Mauricio Iacueli
Engineer's Signature

7/2/21
Date

Mauricio Iacueli
Name typed or printed



Civil Engineer's Stamp

FORM \$ UNIT COSTS REVISED 09/06

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

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

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tournament Hills - Tract 36307-1 Sewer Improvements

DATE: 7/2/2021

SEWER IMPROVEMENTS

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

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
4,752	L.F.	4" P.V.C. (144 Lots @ 28' Avg. Length & 5' for cleanout)	\$ 15.00	\$ 71,280
	L.F.	4" P.V.C. Force Main & Fittings	\$ 26.00	\$ -
4,087	L.F.	8" P.V.C.	\$ 30.00	\$ 122,610
	L.F.	10" V.C.P.	\$ 35.00	\$ -
800	L.F.	12" V.C.P.	\$ 40.00	\$ 32,000
	L.F.	15" V.C.P.	\$ 50.00	\$ -
22	EA.	Standard or Terminus Manholes	\$ 2,500.00	\$ 55,000
	EA.	Drop Manholes	\$ 4,000.00	\$ -
144	EA.	Cleanouts	\$ 500.00	\$ 72,000
	EA.	Sewer Y's	\$ 25.00	\$ -
2	EA.	Core drill into existing manhole	\$ 500.00	\$ 1,000
2	EA.	Adjust M.H. to grade	\$ 500.00	\$ 1,000
	L.F.	Concrete Encasement	\$ 35.00	\$ -
1	EA.	8" Plug	\$ 120.00	\$ 120
	L.F.	Sewer Pipe Sleaving	\$ 36.00	\$ -
	L.S.	Sewer Lift Station	\$ -	\$ -
61	EA.	Backflow prevention device	\$ 250.00	\$ 15,250
914	L.F.	Remove existing sewer line	\$ 5.00	\$ 4,570
4	EA.	Remove existing manhole	\$ 1,000.00	\$ 4,000

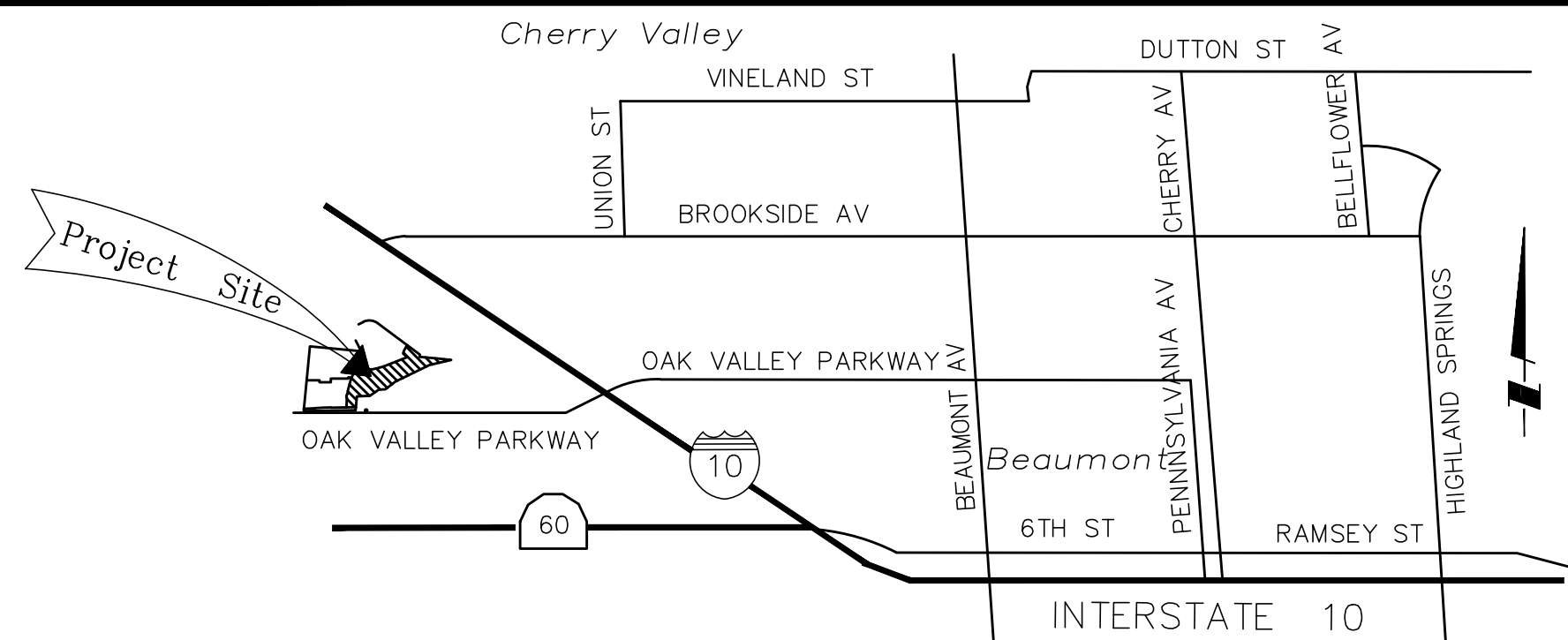
A.	Subtotal	\$ 378,830
B.	Contingency (15% x A)	\$ 56,825
C.	Sewer Total (A + B)	\$ 435,655

REVISED: 07/01/2021
7/11/2021 4:09 PM
WILSON\CADD\LAND\DLV\IMPROVE\SEWER\TRACT 36307-1\180214-SS-001.DWG
ZEPEDA, JACOB

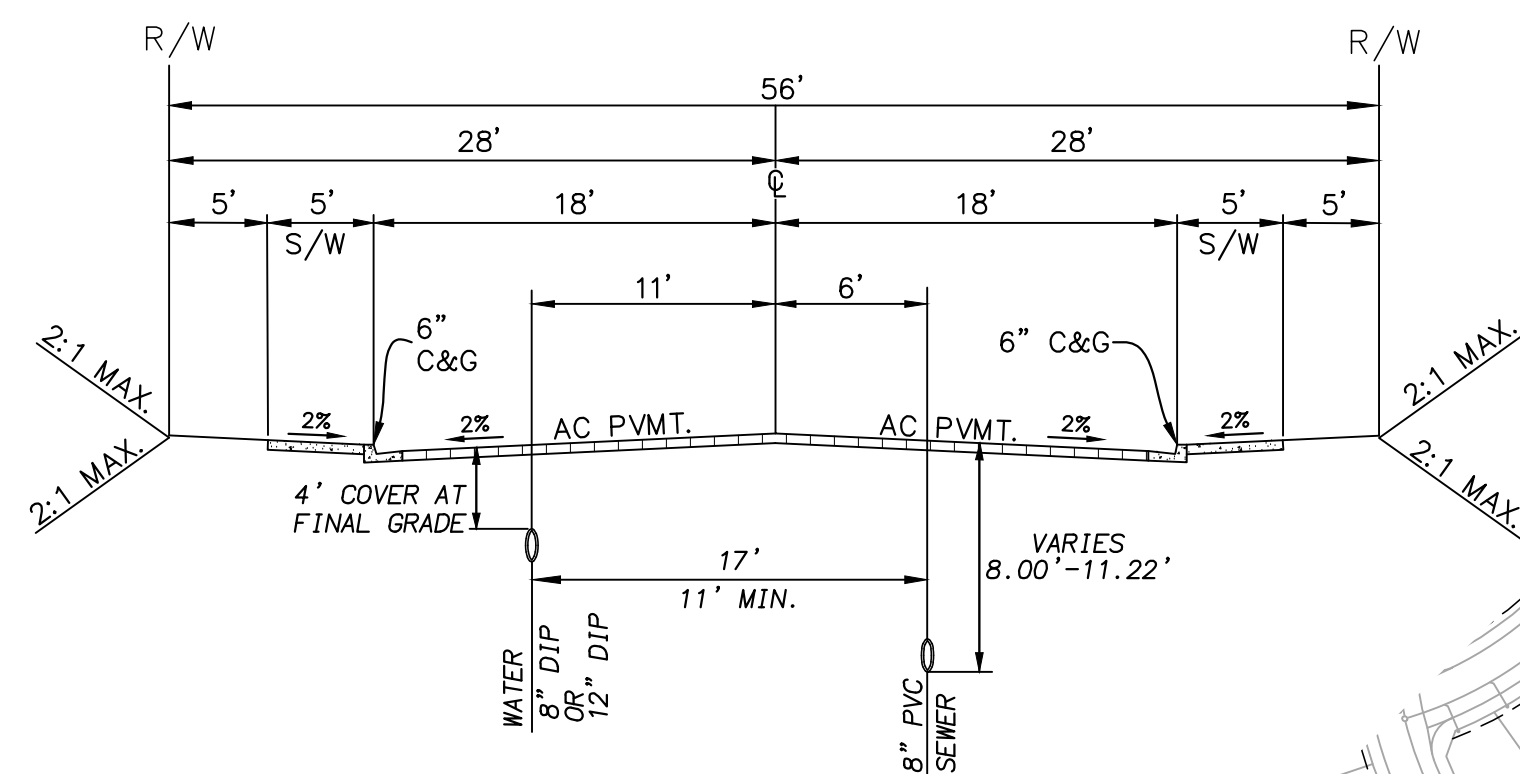
CITY OF BEAUMONT, CALIFORNIA Sewer Improvement Plans

TRACT 36307-1

A Portion of Section 6, Township 3 South, Range 1 West, S.B.M.



VICINITY MAP
NTS



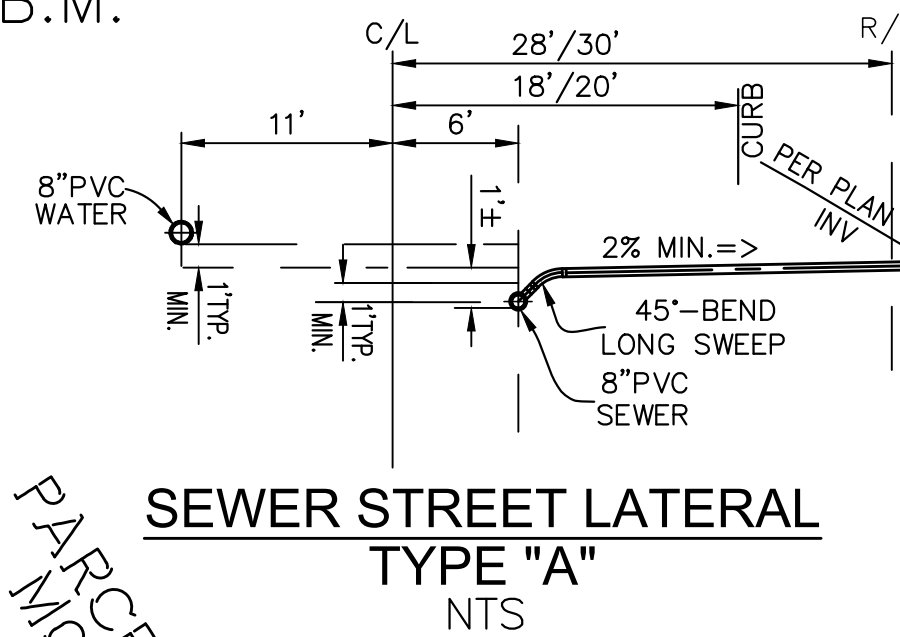
RESIDENTIAL STREET
TYPICAL SECTION
NTS

LEGEND

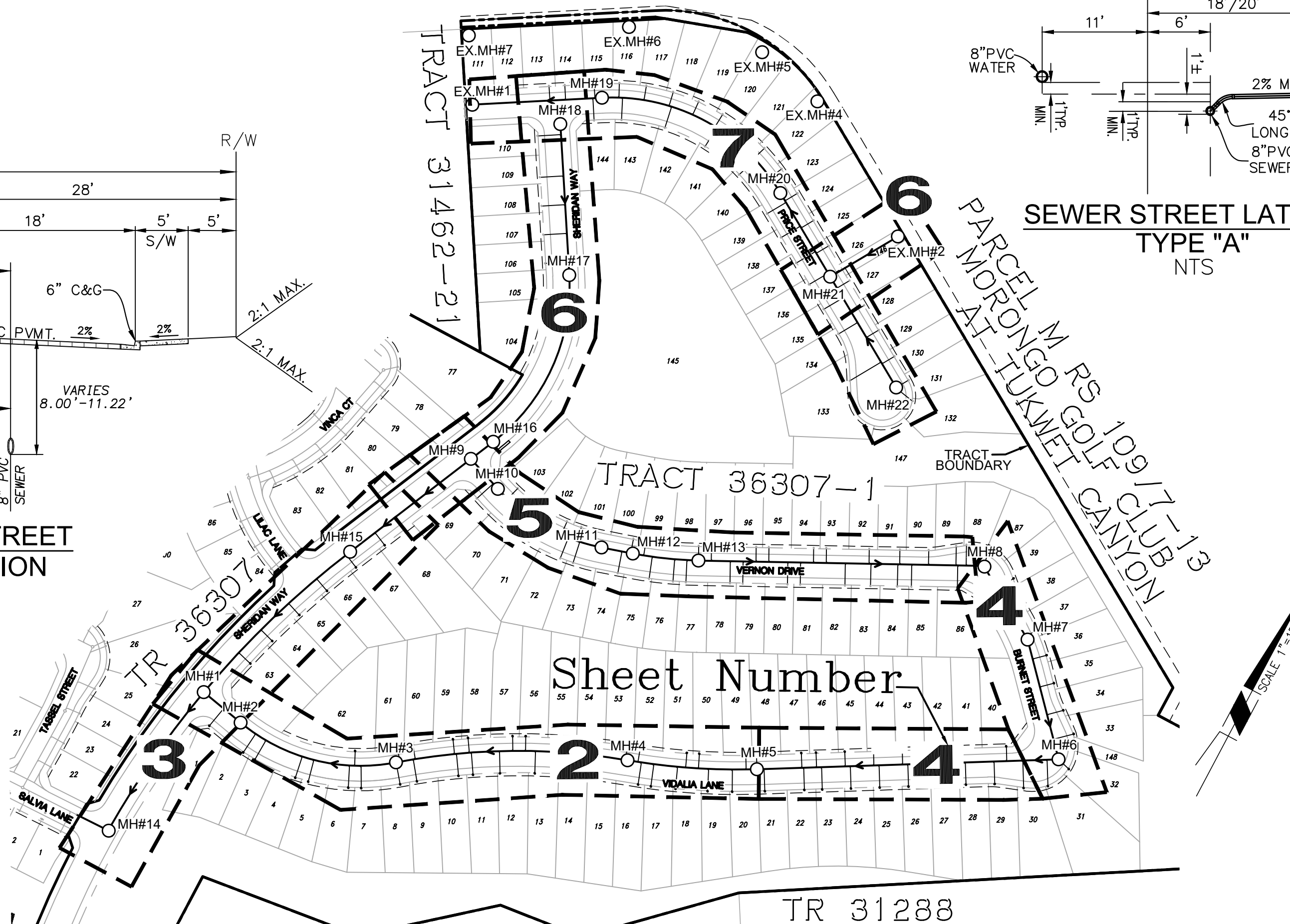
- PROP. SEWER MANHOLE
- EX-SEWER MANHOLE
- SEWER SERVICE
- WATER SERVICE
- WATER TEE
- BLOWOFF ASSEMBLY
- AIR VACUUM RELEASE ASSEMBLY (AVR)
- BEND (SHOW SIZE & DEFLECTION)
- WATER VALVE (GATE)
- WATER SAMPLE STATION
- FIRE HYDRANT
- STREET LIGHT
- PROPOSED SEWER
- PROPOSED RECYCLED WATER
- PROPOSED WATER
- FUTURE IMPROVEMENTS
- PROPOSED CURB & GUTTER
- RIGHT-OF-WAY
- PUBLIC UTILITY EASEMENT
- PROPERTY LINE
- SEWER BACKFLOW PREVENTION DEVICE (BF)

ABBREVIATIONS

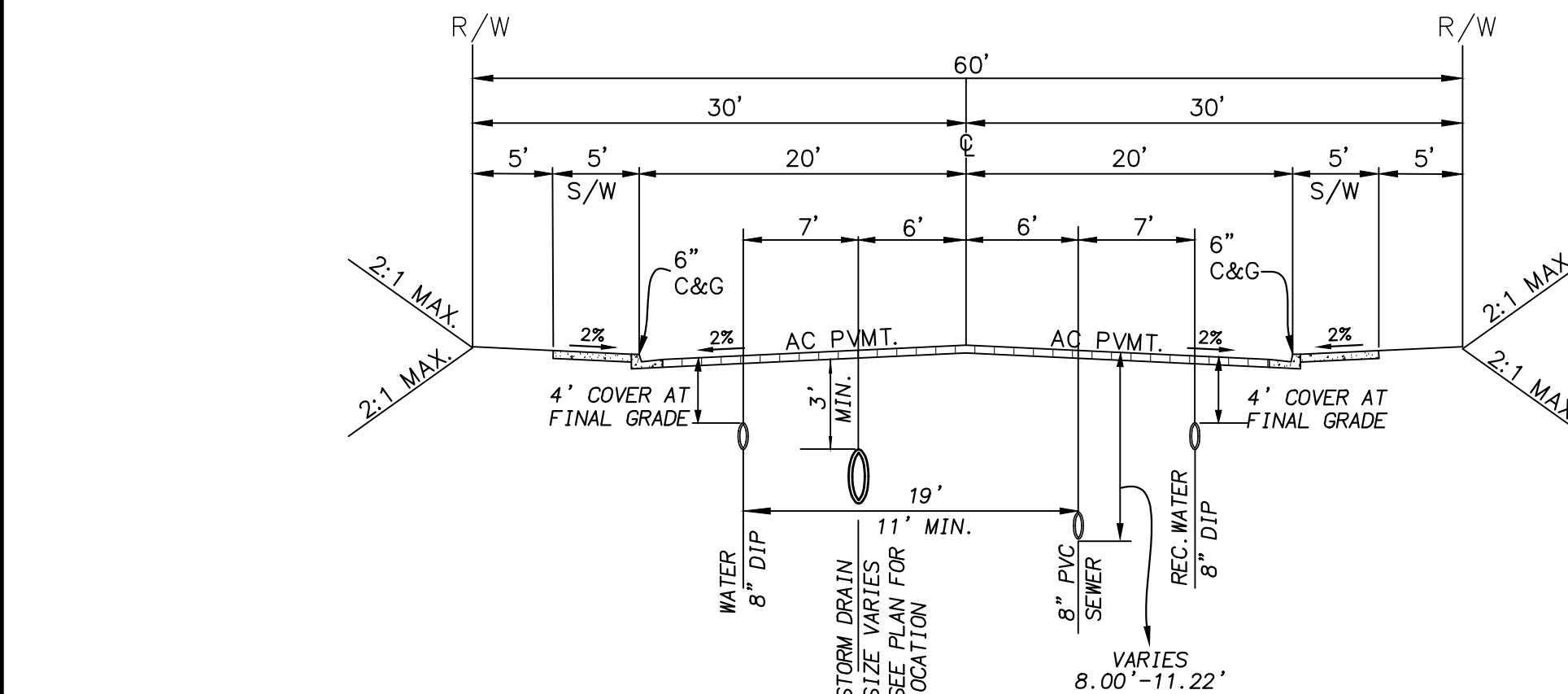
- ASSEMBLY.....ASSY
- AIR VACUUM RELEASE VALVE - AVR
- BEAUMONT CHERRY VALLEY WATER DISTRICT.....BCVWD
- BEGINNING OF CURVE.....BC
- BLOW OFF.....BO
- BOTTOM OF PIPE.....BOP
- BUTTERFLY VALVE.....BFV
- CENTERLINE.....CL
- CLEAR.....CLR
- CURB & GUTTER.....C&G
- CLEAN OUT.....CO
- DUCTILE IRON PIPE.....DIP
- END OF CURVE.....EC
- FIRE HYDRANT.....FH
- FLANGED.....FLG
- FLOWLINE.....FL
- GATE VALVE.....GV
- GRADE BREAK.....GB
- INVERT.....INV
- LATERAL.....LAT
- MECHANICAL JOINT.....MJ
- POINT OF REVERSE CURVATURE PRC
- PROPOSED.....PROP
- PUBLIC UTILITY EASEMENT.....PUE
- RIGHT-OF-WAY.....R/W
- STORM DRAIN.....SD
- STATION.....STA
- TOP OF CURB.....TC
- TOP OF MANHOLE.....TMH
- TOP OF PIPE.....TOP
- SIDEWALK.....S/W
- MINIMUM.....MIN
- MAXIMUM.....MAX
- AC.....ASPHALTIC CONCRETE
- PVMT.....PAVEMENT
- NTS.....NOT TO SCALE
- PVC.....POLYVINYL CHLORIDE
- MH.....MANHOLE
- PE.....PAD ELEVATION
- EL.....ELEVATION
- C/L.....CENTERLINE



SEWER STREET LATERAL
TYPE "A"
NTS



INDEX MAP
SCALE: 1"=150'



SHERIDAN WAY
TYPICAL SECTION
NTS

NOTE:
ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

NOTE:
THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.

NOTE:
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NOTE :

NEW CONSTRUCTION TO BE PLUGGED UNTIL SEWER SYSTEM IS APPROVED FOR SERVICE. PLUG TO BE REMOVED IN PRESENCE OF PUBLIC WORKS INSPECTOR.

SHEET INDEX	
SHEET	DESCRIPTION
1	TITLE SHEET * VICINITY MAP * GENERAL NOTES
2	VIDALIA LANE - STA. 10+00.00 TO STA. 19+50.00
3	SHERIDAN WAY - STA. 10+00.00 TO STA. 16+93.89
4	BURNET STREET - STA. 10+00.00 TO STA. 13+26.14
4	VIDALIA LANE - STA. 19+50.00 TO STA. 23+74.43
5	VERNON DRIVE - STA. 10+00.00 TO STA. 18+52.44
6	SHERIDAN WAY - STA. 16+93.89 TO STA. 24+00.00
6	LOT 146 - STA. 10+00.00 TO STA. 11+23.25
7	PRICE STREET - STA. 10+00.00 TO STA. 19+00.59

CONSTRUCTION contractor agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this requirement shall be made to apply continuously and not be limited to normal working hours, and construction contractor further agrees to defend, indemnify and hold design professional harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of design professional.

UNAUTHORIZED CHANGES & USES:
be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing & must be approved by the preparer of these plans.

CONSTRUCTION NOTES AND QUANTITY ESTIMATES		UNIT	QTY.
1	INSTALL 8" PVC SDR 35 SEWER MAIN	LF	4,087
2	INSTALL PRECAST CONCRETE MANHOLE WITH CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53	EA	21
3	INSTALL 4" PVC SEWER LATERAL W/SEWER CO PER EMWD STD. DWG. SB-177	EA	144
4	INSTALL TERMINUS MANHOLE PER EMWD STD. DWG. SB-58	EA	1
5	INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN FOUNDRY'S NH53-A OR EQUAL)	EA	61
6	CORE DRILL INTO EXISTING MANHOLE, CONNECT NEW 8" SEWER LINE WITH KOR-N-SEAL RUBBER GASKET OR APPROVED EQUAL AT PENETRATION OF MANHOLE. CHIP OUT EXISTING CHANNEL AND REPOUR NEW CHANNEL. SHAPE AND SLOPE NEW INVERT CHANNEL FOR SMOOTH FLOW FROM NEW SEWER CONNECTION. PLUG ABANDONED SEWER LINE AND GROUT SOLID	EA	2
7	CONTRACTOR TO REMOVE EXISTING SEWER LINE AND COORDINATE WITH CITY FORCES	LF	914
8	CONTRACTOR TO ADJUST MANHOLE RIM ELEVATION TO GRADE	EA	2
9	INSTALL 12" PVC SDR 35 SEWER MAIN	LF	800
10	REMOVE EXISTING MANHOLE	EA	4
11	INSTALL 8" PLUG	EA	1

NOTE: QUANTITIES SHOWN ARE ESTIMATES ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING HIS/HER OWN ESTIMATE FOR BID PURPOSES.

SEWER NOTES

1. SEWER SYSTEM CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD'S) STANDARDS AND SPECIFICATIONS.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO FLOW LINE (CONDUIT INVERT). FORCE MAIN PROFILE ELEVATIONS ARE TO CENTIGRADE (CG).
3. CONTRACTOR HAS THE OPTION TO INSTALL PLASTIC OR VCP SEWERS EXCEPT WHERE SPECIFICALLY DESIGNATED ON PLANS PER EMWD STANDARDS AND SPECIFICATIONS.
4. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWINGS SB-53, SB-58, AND SB-61, AS APPLICABLE. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT.
5. MANHOLES OF DEPTHS LESS THAN FIVE FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-30.
6. ALL LATERALS SHALL HAVE AN ON-SITE CLEANOUT IN ACCORDANCE WITH STANDARD DRAWING SB-52. IN ADDITION, FOR LATERALS SERVING INDUSTRIAL AND/OR COMMERCIAL DEVELOPMENTS, THE REQUIREMENTS FOR SAMPLING AND/OR PRETREATMENT FACILITIES SHALL BE DETERMINED BY CONTRACTING THE BUILDING AND SAFETY DEPARTMENT.
7. MAINLINE CLEANOUTS, WHERE CALLED FOR ON THE PLANS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-52.
8. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION AND LOCATION. WHEN CONNECTING TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY INSPECTOR.
9. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
10. RECONSTRUCTION OF EXISTING MANHOLES SHALL BE SCHEDULED AT THE CONVENIENCE OF THE CITY AND SHALL BE COMPLETED WITHIN FIVE WORKING DAYS FOLLOWING ITS COMMENCEMENT.
11. SEWER LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH SB-177. LOCATIONS OF WYES AND LATERALS, WHERE NOT SHOWN ON THE PLANS, ARE TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION TO MISS DRIVEWAYS. ALL LATERALS ARE TO BE 4" IN DIAMETER UNLESS OTHERWISE SHOWN ON PLANS. CONNECTIONS OF NEW LATERALS TO EXISTING SEWER ARE TO BE PER STANDARD DRAWING SB-176.
12. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8, CALIFORNIA ADMINISTRATIVE CODE.
13. WHERE GROUNDWATER IS ENCOUNTERED, ALL VCP PIPE SHALL BE TREATED FOR ABSORPTION RESISTANCE PER EMWD'S SPECIFICATIONS.
14. BACKWATER VALVES SHALL BE INSTALLED PER SECTION 710.1 OF THE UNIFORM PLUMBING CODE.
15. ALL PIPE ZONE BEDDING AND TRENCH BACKFILL ARE TO BE PER STANDARD DRAWING SB-157, SB-158, AND SB-159.

PRIVATE ENGINEERS NOTICE TO CONTRACTOR

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO, THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO COMMENCING CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

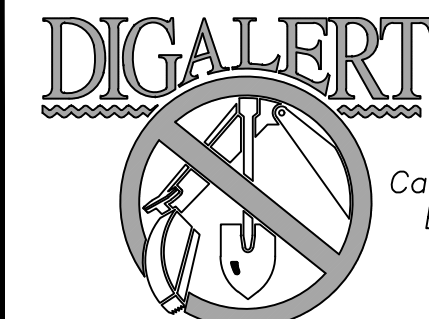
DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BEAUMONT DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

FIRM: MICHAEL BAKER INTERNATIONAL
ADDRESS: 75-410 GERALD FORD DRIVE, SUITE 100
CITY, ST.: PALM DESERT, CA 92211
TELEPHONE: (760) 346-7481
BY: MAURICIO M. IACUPELLI No. 63249 DATE: 7/21/21
(NAME OF ENGINEER & RCE)

NOTE:

1. APPROVAL OF THESE PLANS APPLIES ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. SIDEWALK AND DRIVEWAY APPROACHES WILL BE POURED/CONSTRUCTED ONLY AFTER DRIVEWAY LOCATIONS ARE DETERMINED.



BENCHMARK: CITY OF BEAUMONT
DESCRIPTION:
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BM_11 2602.810
BM_12 2606.040
BM_14 2590.840



DESIGN BY: PS
DRAWN BY: PS
CHECKED BY: MBS
SCALE: AS NOTED
DATE: JULY 2021
JOB NUMBER: 180214



Reviewed By: [Signature] Date: 7/14/2021
Recommended for Approval By: [Signature] Date: 7/14/2021
Approved By: [Signature] Date: 07/20/2021
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

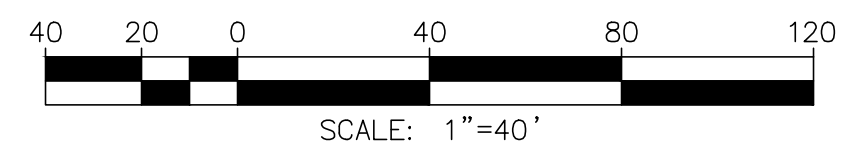
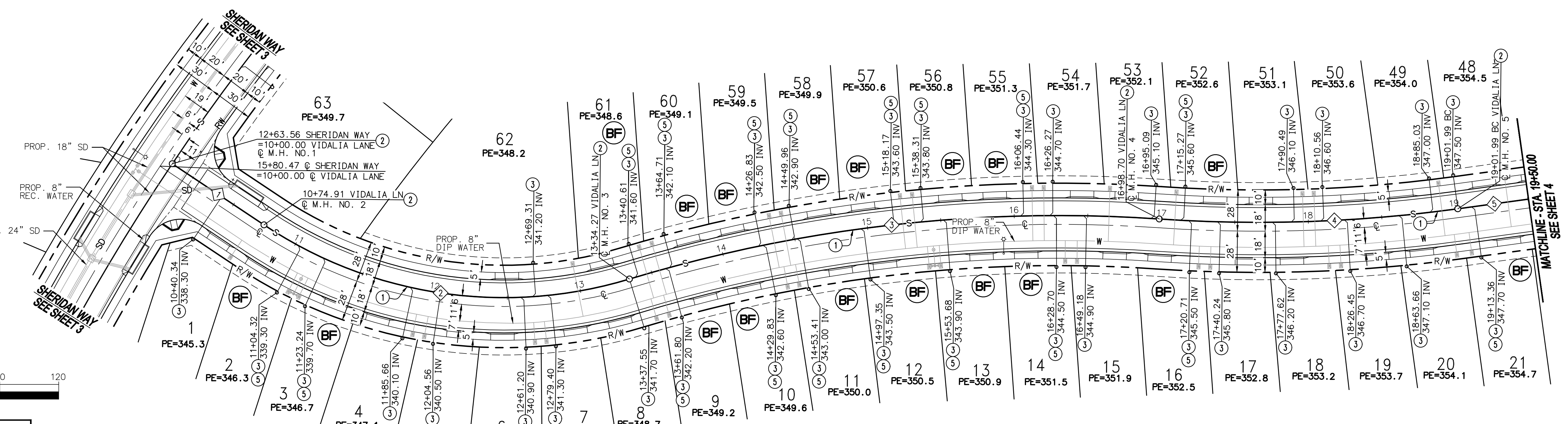
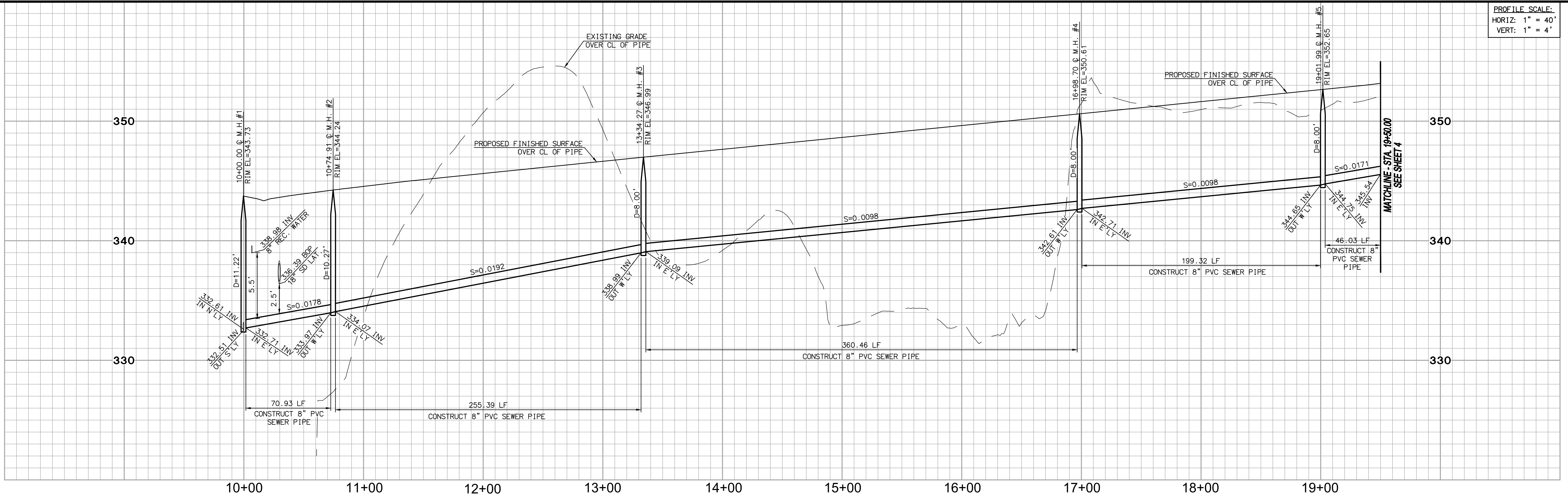
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 36307-1
1
OF 7 SHEETS
FILE NO: **3367**

TITLE SHEET • VICINITY MAP • GENERAL NOTES
WITHIN A PORTION OF SEC. 6, T. 3 S., R. 1 W., S.B.M.

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

PROFILE SCALE:
 HORIZ: 1" = 40'
 VERT: 1" = 4'

REVISED: 07/01/2021



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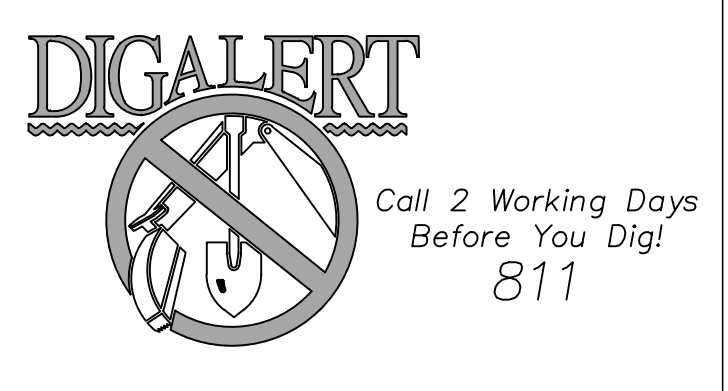
BASIS OF BEARINGS:
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 BEARINGS AND COORDINATES AS SHOWN HEREON ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM OF 1983 (EPOCH 2004.00), ZONE 6; BASED LOCALLY UPON THE FOLLOWING CSRS STATIONS AS PUBLISHED BY THE CSRS:
 CRFP N2322764.069 E6304246.059
 CTMS N2352688.681 E6525221.205
 WATH N2347786.009 E6271429.242
 PIN1 N2382853.393 E6271429.242

BENCHMARK: CITY OF BEAUMONT
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 BM_11 2602.810
 BM_12 2606.040
 BM_14 2590.840

VIDALIA LANE

LINE/CURVE DATA TABLE			
LINE NO.	BEARING/DELTA	RADIUS	LENGTH TANGENT
1	N 78° 18' 40" W	---	70.91'
2	49° 46' 00"	294.00'	255.37' 136.37'
3	20° 31' 40"	1006.00'	360.43' 182.17'
4	11° 29' 15" E	994.00'	199.29' 99.98'
5	N 60° 10' 49" E	---	46.01'

- CONSTRUCTION NOTES**
- INSTALL 8" PVC SDR 35 SEWER MAIN
 - INSTALL PRECAST CONCRETE MANHOLE WITH CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53
 - INSTALL 4" PVC SEWER LATERAL W/SEWER CO PER EMWD STD. DWG. SB-177
 - INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN FOUNDRY'S NH53-A OR EQUAL)



BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

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 Palm Desert, CA 92211
 Phone: (760) 346-7481
 MBAKERINTL.COM

Mauricio M. Iacucelli
 R.C.E. 63249 * EXP. 06/30/22



DESIGN BY: PS
 DRAWN BY: PS
 CHECKED BY: MBS
 SCALE: AS NOTED
 DATE: JULY 2021
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Reviewed By: [Signature] Staff Engineer Date: 7/14/2021
 Recommended for Approval By: [Signature] Administrative Engineer Date: 7/14/2021
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CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
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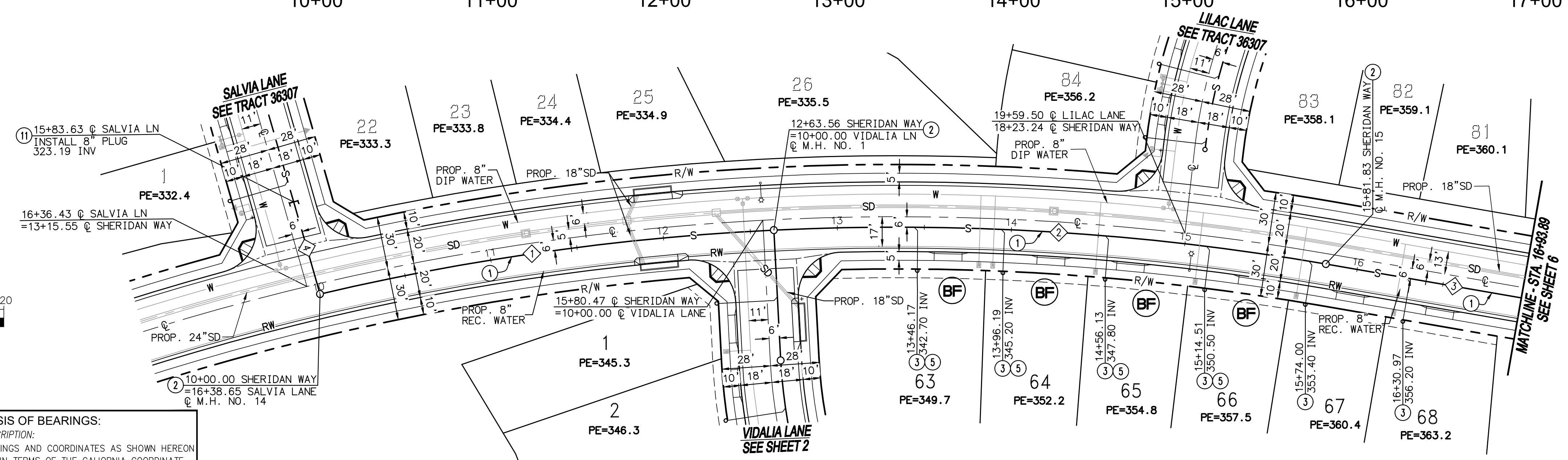
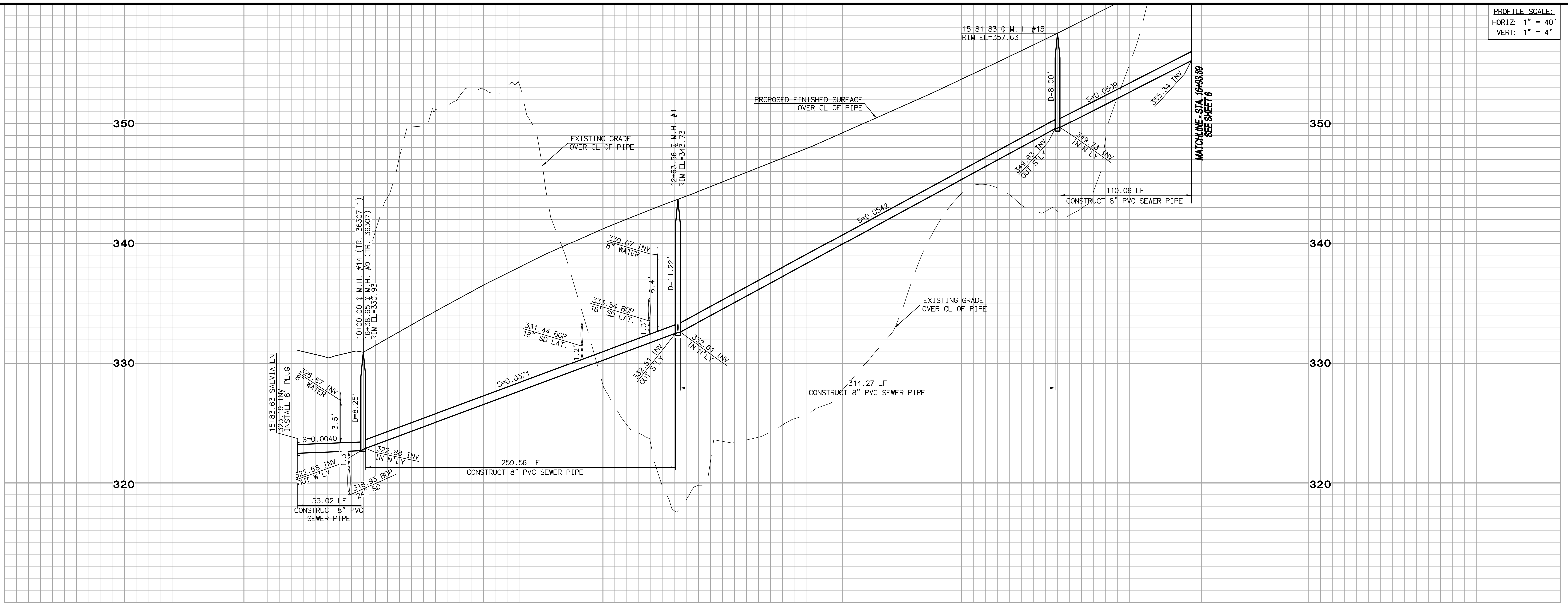
CITY OF BEAUMONT, CALIFORNIA
 SEWER IMPROVEMENT PLANS
 TRACT 36307-1

VIDALIA LANE
 STA 10+00.00 TO STA 19+50.00
 WITHIN A PORTION OF SEC. 6, T. 3 S., R. 1 W., S.B.M.

FOR: PARDEE HOMES

SHEET
2
 OF 7 SHEETS
 FILE NO: 3367

\\PDA\TA\TOURNAMENT_HILLS\WILSON\CADD\LAND\DWG\IMPROVE\SEWER\TRACT_36307-1\180214-SS-002.DWG ZEPEDA, JACOB 7/1/2021 4:01 PM



- CONSTRUCTION NOTES**
- 1) INSTALL 8" PVC SDR 35 SEWER MAIN
 - 2) INSTALL PRECAST CONCRETE MANHOLE WITH CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53
 - 3) INSTALL 4" PVC SEWER LATERAL W/SEWER CO PER EMWD STD. DWG. SB-177
 - 5) INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN FOUNDRY'S NH53-A OR EQUAL)
 - 11) INSTALL 8" PLUG

LINE/CURVE DATA TABLE				
LINE	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	10° 17' 05"	1446.00'	259.56'	130.13'
2	12° 27' 09"	1446.00'	314.27'	157.76'
3	N 24° 32' 15" E	--	110.06'	--
4	N 88° 45' 02" E	--	55.02'	--

SHERIDAN WAY

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 MBAKERINTL.COM

Mauricio M. Iacucelli
 R.C.E. 63249 * EXP. 06/30/22



DESIGN BY: PS
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 CHECKED BY: MBS
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Reviewed By: [Signature] Date: 7/14/2021
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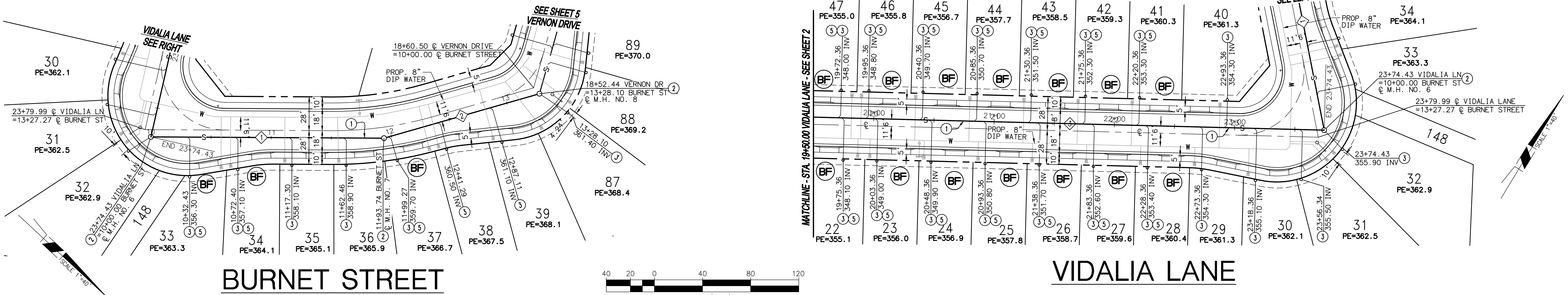
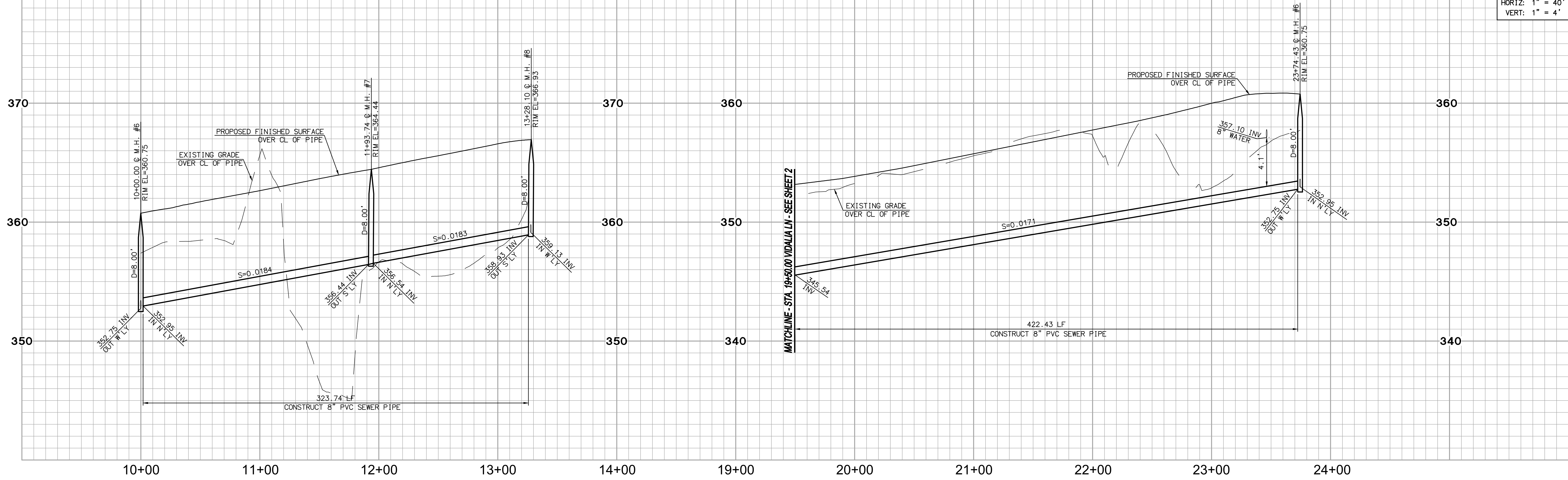
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SHERIDAN WAY
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PARDEE HOMES

SHEET
3
 OF 7 SHEETS
 FILE NO: 3367





BURNET STREET

VIDALIA LANE

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- CONSTRUCTION NOTES**
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 - 2 INSTALL PRECAST CONCRETE MANHOLE WITH CAST IRON MANHOLE COVER PER RCTD STD. 606
 - 3 INSTALL 4" PVC SEWER LATERAL W/ SEWER C.O. PER RCTD STD. 603
 - 4 INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN FOUNDRY'S NH53-A OR EQUAL)

LINE/CURVE DATA TABLE

LINE/CURVE	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	N 42° 25' 46" W	---	189.74'	---
2	N 58° 41' 14" W	---	130.35'	---
3	N 60° 10' 49" E	---	422.43'	---



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7/2/21 DATE



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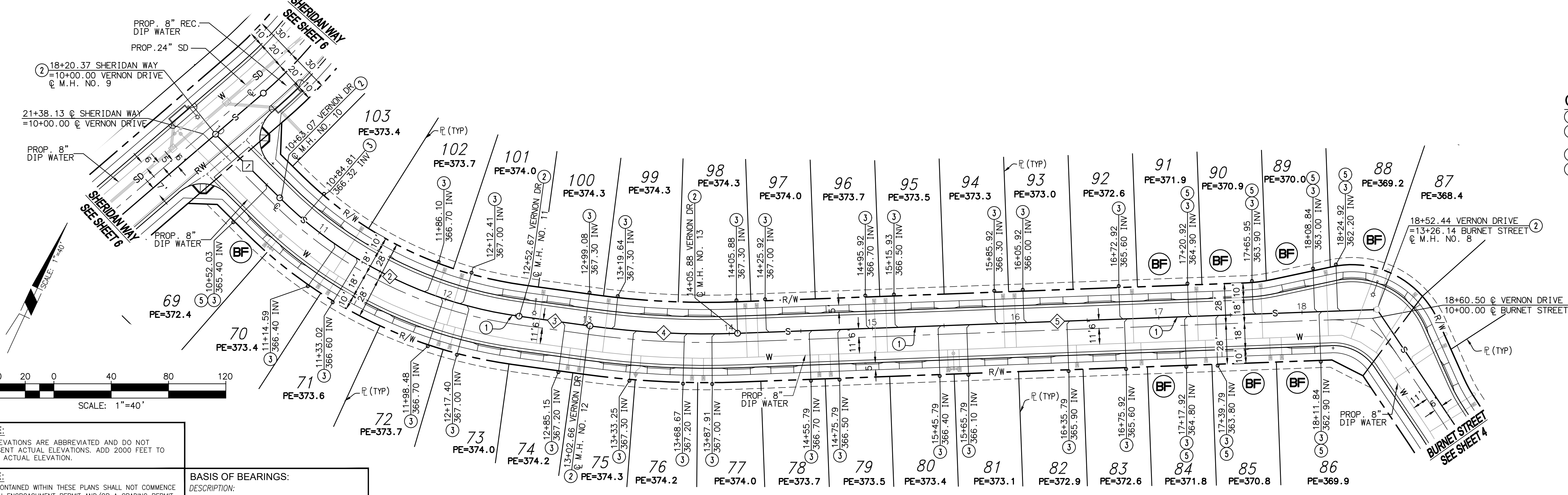
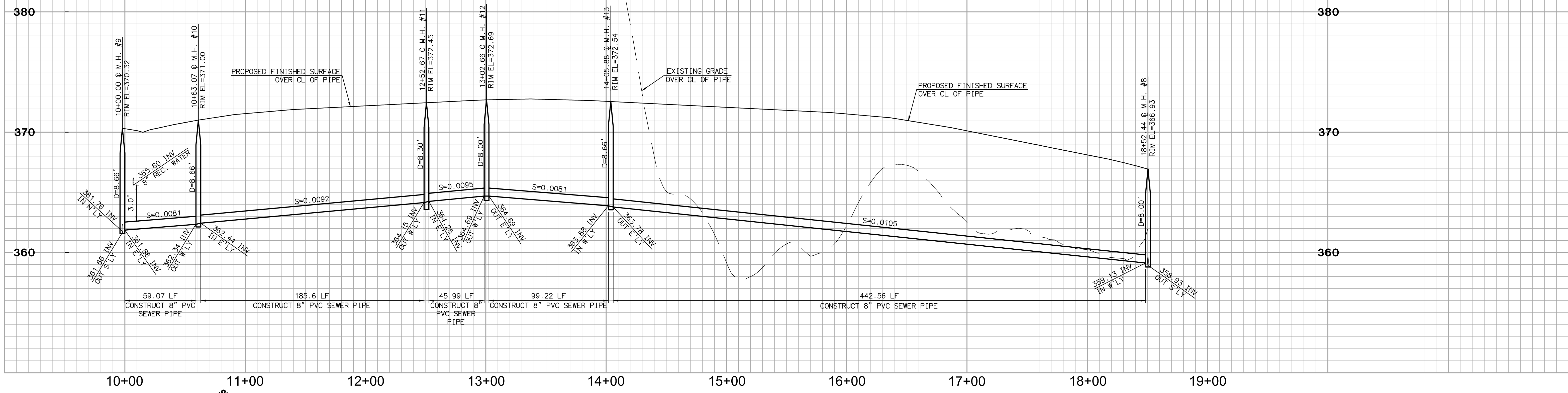
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CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
 SEWER IMPROVEMENT PLANS
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PARDEE HOMES

SHEET
4
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- CONSTRUCTION NOTES**
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 - INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN FOUNDRY'S NH53-A OR EQUAL)

LINE/CURVE DATA TABLE

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N 69°57'45" W	---	59.07'	---
2	36°10'12" W	294.00'	185.60'	96.01'
3	N 73°05'16" E	---	45.97'	---
4	09°34'23" E	594.00'	99.25'	49.74'
5	N 63°07'52" E	---	442.55'	---

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 BM_12 2606.040
 BM_14 2590.840



Michael Baker INTERNATIONAL
 75410 Gerald Ford Dr. Ste:100
 Palm Desert, CA 92211
 Phone: (760) 346-7481
 MBACKERINTL.COM



DESIGN BY: PS
 DRAWN BY: PS
 CHECKED BY: MBS
 SCALE: AS NOTED
 DATE: JULY 2021
 JOB NUMBER: 180214



Reviewed By: [Signature] Staff Engineer Date: 7/14/2021
 Recommended for Approval By: [Signature] Administrative Engineer Date: 7/14/2021
 Approved By: [Signature] City Engineer/Director of Public Works Date: 07/20/2021

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
 SEWER IMPROVEMENT PLANS
 TRACT 36307-1

VERNON DRIVE
 STA 10+00.00 TO STA 18+52.44
 WITHIN A PORTION OF SEC. 6, T. 3 S., R. 1 W., S.B.M.

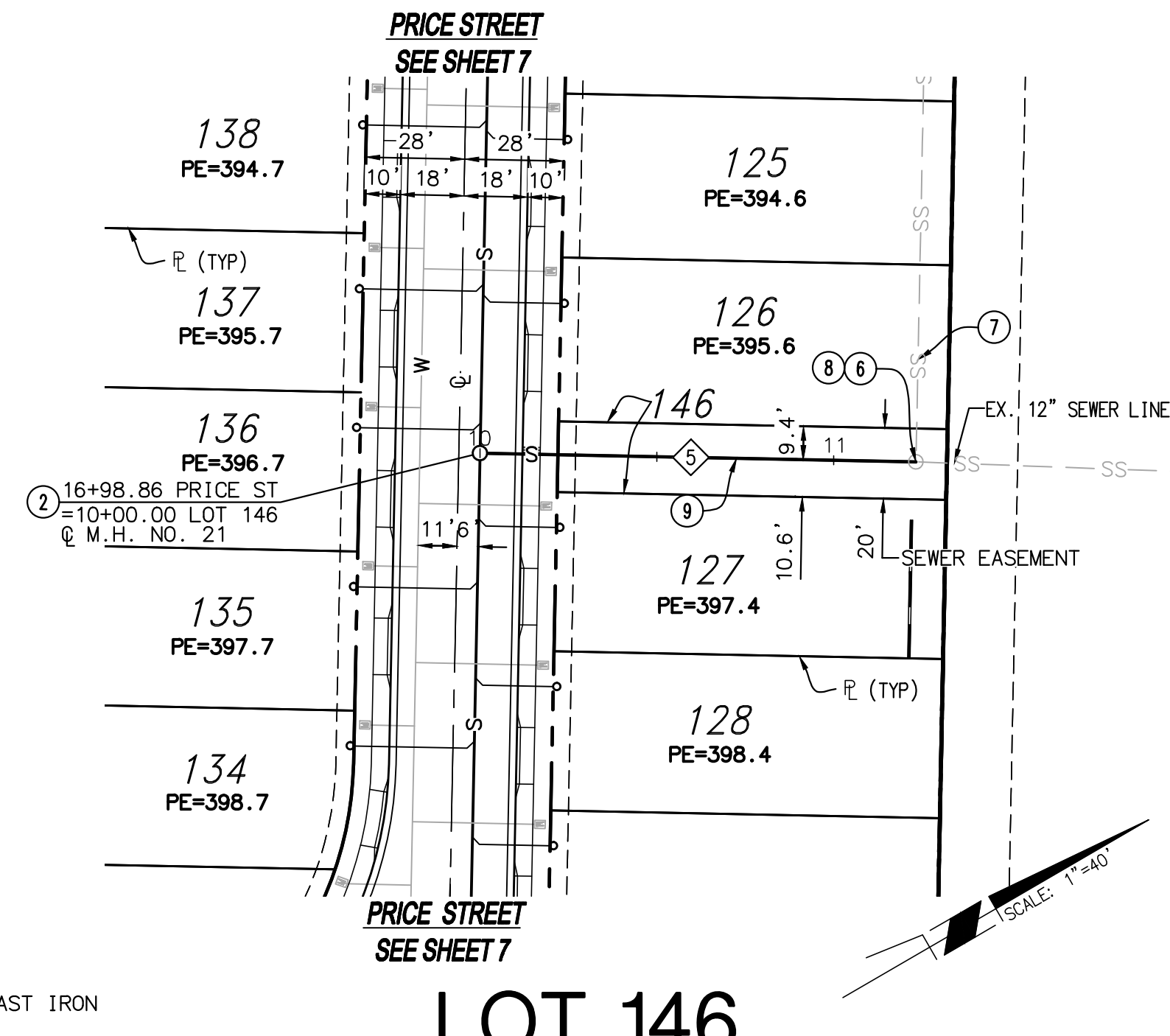
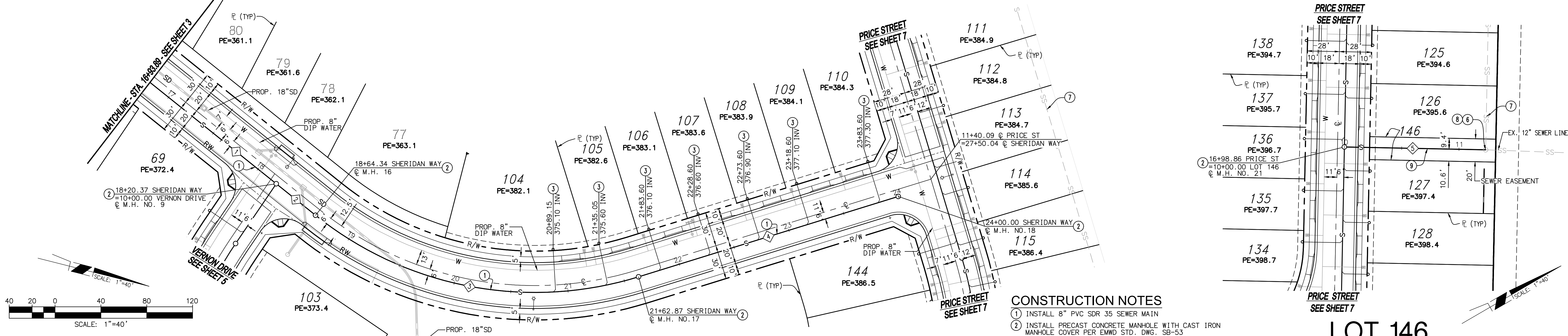
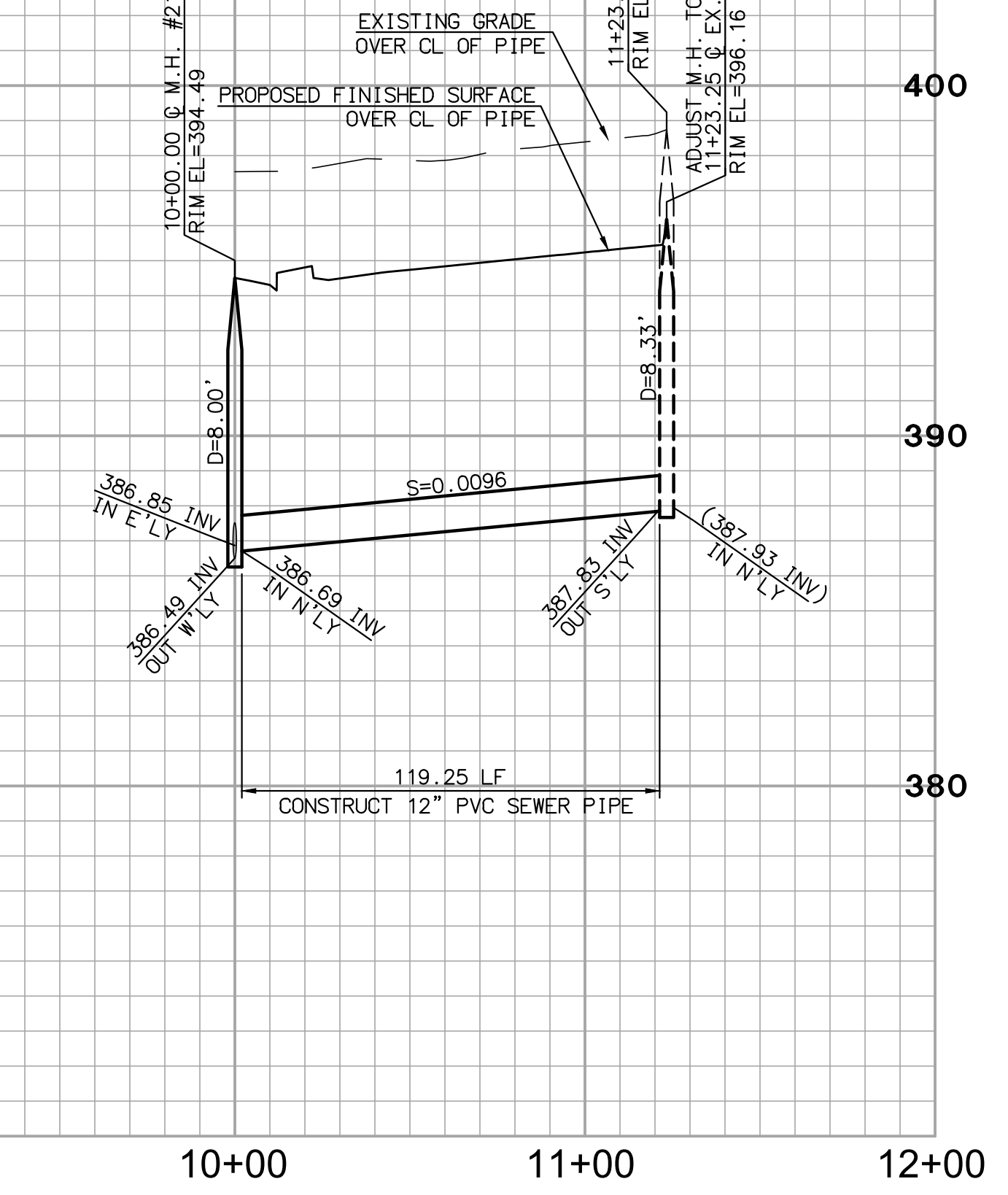
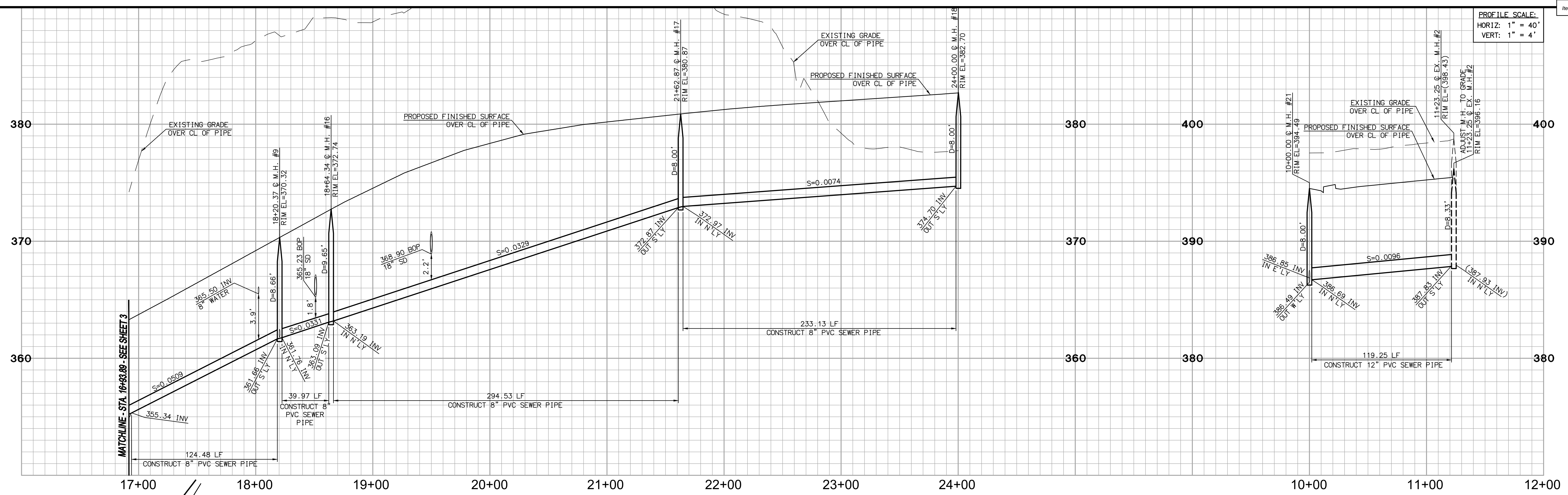
FOR: PARDEE HOMES

SHEET
5
 OF 7 SHEETS
 FILE NO: 3367

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

MAURICIO M. IACUCELLI
 R.C.E. 63249 * EXP. 06/30/22
 DATE: 7/2/21

PROFILE SCALE:
HORIZ: 1" = 40'
VERT: 1" = 4'



NOTE:
ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

NOTE:
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BASIS OF BEARINGS:
DESCRIPTION:
BEARINGS AND COORDINATES AS SHOWN HEREON ARE IN TERMS OF THE CALIFORNIA COORDINATE SYSTEM OF 1983 (EPOCH 2004.00), ZONE 6; BASED LOCALLY UPON THE FOLLOWING CSRC STATIONS AS PUBLISHED BY THE CSRC:
CRFP N2322764.069 E6304246.059
CTMS N2352688.681 E6525221.205
WATH N2347786.009 E6271429.242
PIN1 N2382953.393 E6271429.242

BENCHMARK: CITY OF BEAUMONT
DESCRIPTION:
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BM_11 2602.810
BM_12 2606.040
BM_14 2590.840

BY	MARK	DESCRIPTION	APPR.	DATE

SHERIDAN WAY

CONSTRUCTION NOTES

- INSTALL 8" PVC SDR 35 SEWER MAIN
- INSTALL PRECAST CONCRETE MANHOLE WITH CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53
- INSTALL 4" PVC SEWER LATERAL W/SEWER CO PER EMWD STD. DWG. SB-177
- CORE DRILL INTO EX. MH. CONNECT NEW 8" SEWER LINE WITH KOR-N-SEAL RUBBER GASKET OR APPROVED EQUAL AT PENETRATION OF MANHOLE. CHIP OUT EXISTING CHANNEL AND REPOUR NEW CHANNEL. SHAPE AND SLOPE NEW INVERT CHANNEL FOR SMOOTH FLOW FROM NEW SEWER CONNECTION.
- CONTRACTOR TO REMOVE EXISTING SEWER LINE AND COORDINATE WITH CITY FORCES
- CONTRACTOR TO ADJUST MANHOLE RIM ELEVATION TO GRADE
- INSTALL 12" PVC SDR 35 SEWER MAIN

LINE/CURVE DATA TABLE

LINE	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	N 24° 32' 15" E	---	124.48'	---
2	N 24° 32' 15" E	---	39.97'	---
3	S 55° 53' 46" W	306.00'	294.53'	162.35'
4	N 31° 21' 31" W	---	233.13'	---
5	S 31° 18' 24" E	---	119.25'	---



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Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM

Mauricio M. Iacucelli
R.C.E. 63249 * EXP. 06/30/22



DESIGN BY: PS
DRAWN BY: PS
CHECKED BY: MBS
SCALE: AS NOTED
DATE: JULY 2021
JOB NUMBER: 180214

Reviewed By: [Signature] Date: 7/14/2021
Recommended for Approval By: [Signature] Date: 7/14/2021
Approved By: [Signature] Date: 07/20/2021

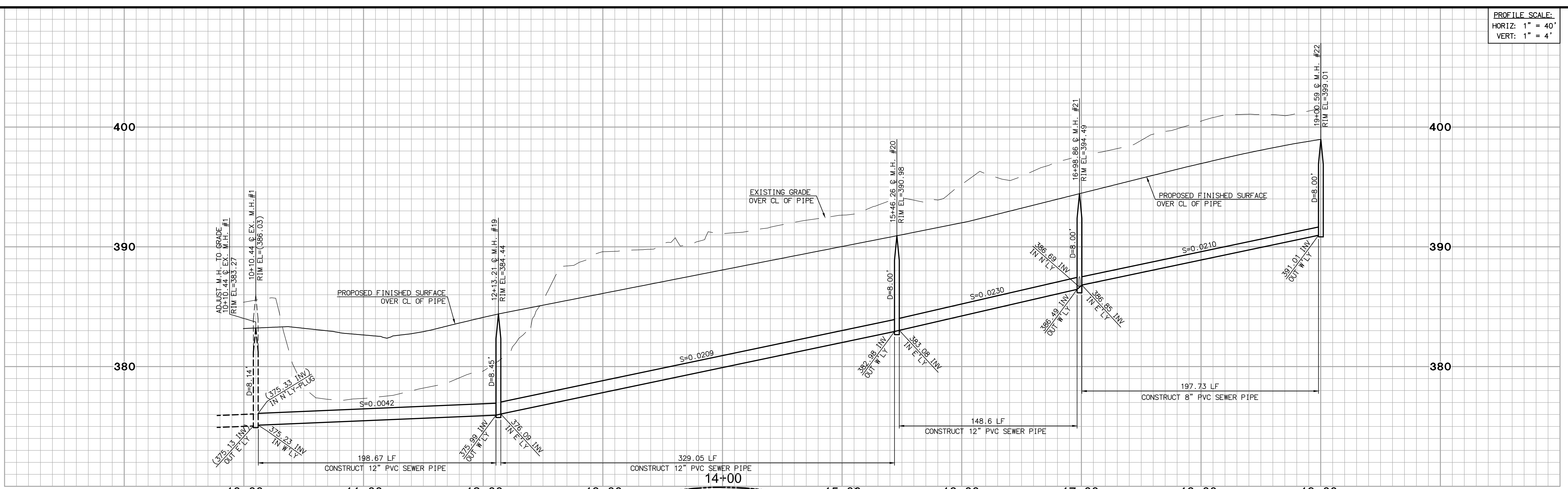
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 36307-1
SHERIDAN WAY
STA 16+83.89 TO STA 24+00.00
LOT 146
WITHIN A PORTION OF SEC. 6, T. 3 S., R. 1 W., S.B.M.

PARDEE HOMES

SHEET 6
OF 7 SHEETS
FILE NO: 3367

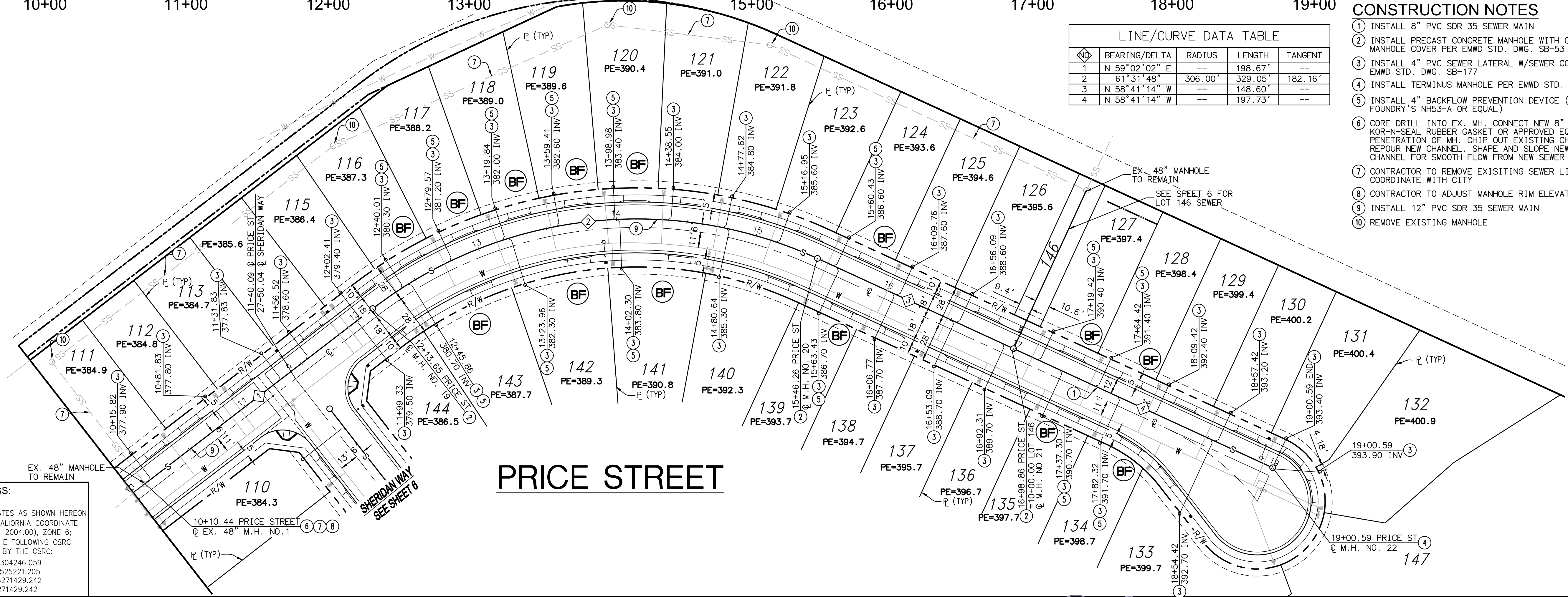
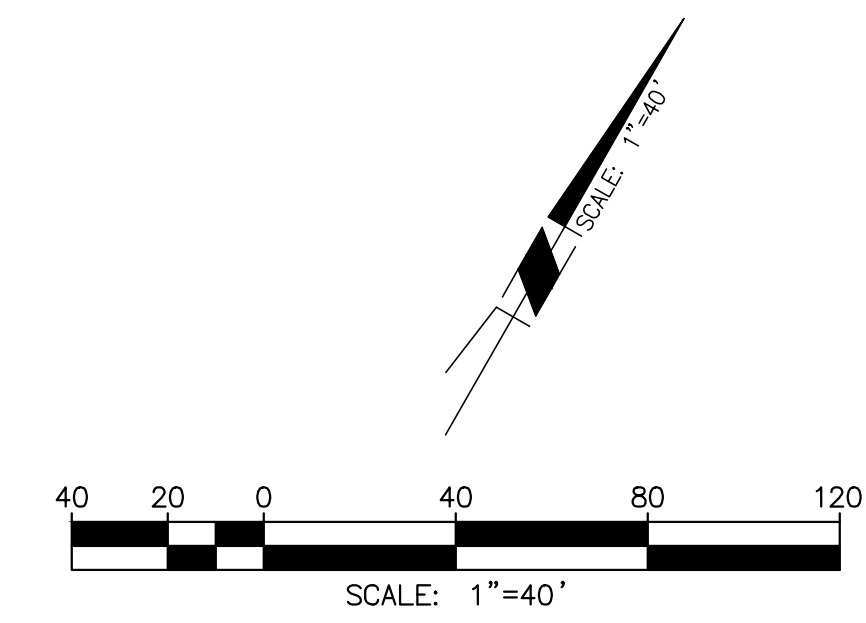
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LINE/CURVE DATA TABLE

LINE NO.	BEARING/Delta	RADIUS	LENGTH	TANGENT
1	N 59°02'02" E	---	198.67'	---
2	61°31'48" E	306.00'	329.05'	182.16'
3	N 58°41'14" W	---	148.60'	---
4	N 58°41'14" W	---	197.73'	---

- CONSTRUCTION NOTES**
- INSTALL 8" PVC SDR 35 SEWER MAIN
 - INSTALL PRECAST CONCRETE MANHOLE WITH CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53
 - INSTALL 4" PVC SEWER LATERAL W/SEWER CO PER EMWD STD. DWG. SB-177
 - INSTALL TERMINUS MANHOLE PER EMWD STD. DWG. SB-58
 - INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN FOUNDRY'S NH53-A OR EQUAL)
 - CORE DRILL INTO EX. MH. CONNECT NEW 8" SWR LINE WITH KOR-N-SEAL RUBBER GASKET OR APPROVED EQUAL AT PENETRATION OF MH. CHIP OUT EXISTING CHANNEL AND REPAIR NEW CHANNEL. SHAPE AND SLOPE NEW INVERT CHANNEL FOR SMOOTH FLOW FROM NEW SEWER CONNECTION.
 - CONTRACTOR TO REMOVE EXISTING SEWER LINE AND COORDINATE WITH CITY
 - CONTRACTOR TO ADJUST MANHOLE RIM ELEVATION TO GRADE
 - INSTALL 12" PVC SDR 35 SEWER MAIN
 - REMOVE EXISTING MANHOLE



NOTE:
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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

Michael Baker INTERNATIONAL

75410 Gerald Ford Dr. Ste:100
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 Phone: (760) 346-7481
 MBAKERINTL.COM

Mauricio M. Iaculli
 R.C.E. 63249 * EXP. 06/30/22

7/2/21
 DATE



DESIGN BY: PS
 DRAWN BY: PS
 CHECKED BY: MBS
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Reviewed By: [Signature] Staff Engineer Date: 7/14/2021
 Recommended for Approval By: [Signature] Administrative Engineer Date: 7/14/2021
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CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
 SEWER IMPROVEMENT PLANS
 TRACT 36307-1

PRICE STREET
 STA 10+00.00 TO STA 19+00.59
 WITHIN A PORTION OF SEC. 6, T. 3 S., R. 1 W., S.B.M.

PARDEE HOMES

SHEET
7
 OF 7 SHEETS
 FILE NO: 3367



Staff Report

TO: City Council

FROM: John Pinkney, City Attorney

DATE: September 7, 2021

SUBJECT: Fairway Canyon Park Agreement with SDC Fairway Canyon, LLC, LB/L – Suncal Oak Valley LLC, and Meritage Homes of California, Inc.

Background and Analysis:

City staff with the assistance of legal counsel has negotiated the attached Fairway Canyon Park Agreement ("Agreement") between the City, SDC Fairway Canyon, LLC, ("Developer") and Meritage Homes of California, Inc. ("Meritage"), regarding parks and park fees.

The City entered into a development agreement with the Developer's predecessor, LB/L – Suncal Oak Valley LLC, dated November 18, 2003, which was amended by Administrative Amendment No. 1 to the Development Agreement on June 15, 2020.

As provided in the development agreement, Developer has completed Trevino Park, Palmer Park, Nicklaus Park and Mickelson Park. The acceptance of Mickelson Park remains outstanding and is expected to be presented to the City Council for consideration in the near future. The park within Planning Area 21B ("PA 21B Park") is yet to be completed by the Developer.

PA 21B is an undeveloped portion of the Fairway Canyon development. Meritage Homes has acquired the tract and is in the early stages of the tract mapping process. The property is generally located north of Oak Valley Parkway at the extension of Tukwet Canyon Parkway.

The Agreement acknowledges that the value of the land dedicated or to be dedicated by Developer and Meritage is \$7,180,250 and the total value of the improvements for the Completed Parks (including Mickelson Park) exceeds \$8,558,000.

The Agreement provides that the Developer will offer to dedicate PA 21B Park to the City subject to City Council acceptance, that it has paid prevailing wages and that it will warrant Mickelson and PA 21B Park for one year.

As City staff has determined that the Developer has met its obligations under the development agreement for the dedication and improvement of parks, the Agreement provides that the City shall issue refunds of the following park fees: DR Horton \$199,326.34 (38 Units) and Woodside \$319,971.23 (61 Units).

Fiscal Impact:

The estimated cost to prepare this report is \$1,000.

Recommended Action:

Approve Fairway Canyon Park Agreement with SDC Fairway Canyon, LLC, LB/L
– Suncal Oak Valley LLC and Meritage Homes of California, Inc.

Attachments:

A. Agreement

FAIRWAY CANYON PARK AGREEMENT

This Fairway Canyon Park Agreement (this “Agreement”) is entered into on September 7, 2021 (the “Effective Date”) by and among the City of Beaumont, a municipal corporation (“City”), SDC Fairway Canyon, LLC, a Delaware limited liability company, successor in interest to LB/L – Suncal Oak Valley LLC (“Developer”), and Meritage Homes of California, Inc., a California corporation (“Meritage”), with respect to the facts set forth in the Recitals below. City, Developer, and Meritage are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

A. City and Developer entered into that certain Development Agreement between City and Developer (as successor in interest to LB/L – Suncal Oak Valley LLC), dated November 18, 2003 and recorded on December 15, 2003, Official Records of Riverside County, as Doc # 2003-977700 and amended by that certain Administrative Amendment No. 1 to the Development Agreement between the City of Beaumont and SDC Fairway Canyon, LLC, dated as of June 15, 2020 for reference and recorded on July 15, 2020, Official Records of Riverside County, as Doc # 2020-0309850 (“Amendment No. 1”) (said Development Agreement, as amended by Amendment No. 1, the “Development Agreement”) with respect to the real property as described in Exhibit A to the Development Agreement (the “Property”).

B. Under the Development Agreement, the Property is entitled for, and Developer has vested rights to develop up to, a 3,300 residential unit development project on the Property commonly known as “Fairway Canyon” (the “Project”). As set forth in the “Operative Planning Area Summary Table and Estimated Park DIF” attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Summary Table”), Developer and/or merchant builders including Meritage, D.R. Horton Los Angeles Holding Company, Inc., a California corporation (“DR Horton”) and Woodside 05S, LP (“Woodside”) have vested rights to develop 1365 remaining residential units on the Property (the “Remaining Units”).

C. In accordance with the Development Agreement, as of the Effective Date, Developer has completed four (4) parks on the Property (the “Completed Parks”) consisting of all the parks referred to as “completed” in the “Fairway Canyon Parks VTTM 31462 - Valuation and Developer Cost Summary” set forth in **Exhibit “B”** attached hereto and incorporated herein by this reference (“Valuation/Cost Summary”). As of the Effective Date, all of the Completed Parks have been dedicated to and accepted by City except for the park identified in attached **Exhibit “B”** as Mickelson Park (“Mickelson Park”). As also indicated in attached **Exhibit “B”**, as of the Effective Date, the only park within the Project remaining to be completed and dedicated is the park within Planning Area 21B (the “PA 21B Park”, and together with the Completed Parks, the “Parks”).

D. Under provisions of the Development Agreement and City Ordinance No. 1095 (“Ordinance 1095”) deemed applicable by the City, the City has imposed development impact fees for Community Parks (as that term is used in Ordinance 1095) in the current amount of \$2,373.32 per Remaining Unit and development impact fees for Neighborhood Parks (as that term is used in Ordinance 1095) in the amount of \$2,872.11 per Remaining Unit, which are subject to annual and other periodic increases from time to time (collectively, and whether imposed pursuant to the Development Agreement, Ordinance 1095, City Ordinance No. 1099 (“Ordinance 1099”) or otherwise, “Park DIFs”). The Parties desire to clarify and resolve any and all disagreements regarding the City's imposition and collection of Park DIFs. The estimated total Park DIFs for the Property

based on the **Exhibit “A”** Summary Table (i.e., the Remaining Units entitled for development by planning area) is \$7,160,011.95 (the “Estimated Park DIF”), calculated by multiplying the total number of Remaining Units (i.e., 1365 units per Amendment No. 1) by the aggregate total Park DIFs in the amount of \$5,245.43 per unit.

E. Based on the **Exhibit “B”** Valuation/Cost Summary, the City desires to refund to DR Horton all Park DIFs already paid prior to the Effective Date for thirty-eight (38) residential dwelling units within Tract Nos. 31462-21 and 31462-22 of the Project (the “DR Horton Refund”), which City and Developer currently mutually agree to be the sum of \$199,326.34 and any additional Park DIFs that are paid to City by DR Horton prior to or upon the Effective Date in which case the amount of the DR Horton Refund shall be adjusted accordingly.

F. Based on the **Exhibit “B”** Valuation/Cost Summary, the City further desires to refund to Woodside all Park DIFs already paid prior to the Effective Date for sixty-one (61) residential dwelling units within Tract Nos. 37697 and 37698 of the Project (the “Woodside Refund”), which City and Developer currently mutually agree to be the sum of \$319,971.23 and any additional Park DIFs that are paid to City by Woodside prior to or upon the Effective Date, in which case the amount of the Woodside Refund shall be adjusted accordingly.

AGREEMENT

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

**ARTICLE I
PRIOR CONSTRUCTION OF
IMPROVEMENTS**

1.1 Recitals Incorporated. The foregoing recitals are true and correct and are part of this Agreement for all purposes.

1.2 Prior Construction. Developer has completed all of the Completed Parks and has dedicated and conveyed the Completed Parks identified in **Exhibit “B”** to the City, with the exception of Mickelson Park. If Developer has not done so on or before the Effective Date, Developer shall dedicate and convey Mickelson Park to City, and City shall process acceptance of such dedication and conveyance from Developer, within thirty (30) days following the Effective Date.

**ARTICLE 2
COMPLETION, CITY ACCEPTANCE, CONVEYANCE AND
MAINTENANCE**

2.1 Completion. Developer has completed all parks and improvements for the Project, except for the PA 21B Park, which shall be completed by Meritage in accordance with plans and specifications to be prepared by Meritage and subject to approval by City. Other than the PA 21B Park, the City has approved the Parks and improvements after inspection. As to the PA 21B Park, Meritage shall request a walk-through inspection by the City promptly following completion of the PA 21B Park. Subject to City staffing schedules, within thirty (30) business days following the date

of receipt of Meritage's written notice of completion, the City shall conduct a final inspection of the PA 21B Park ("Final Inspection"). At the Final Inspection, Meritage shall demonstrate to City the operation of any system included as part of the PA 21B Park, and instruct City personnel in the operation, adjustment, and maintenance of any equipment or systems included in the PA 21B Park. Developer certifies, and City acknowledges, all work related to Mickelson Park has been completed in compliance with California prevailing wages laws governing public projects. Meritage certifies all work related to the 21B Park will be completed in compliance with California prevailing wages laws governing public projects.

2.2 Final Inspection and Acceptance by City Council. If, during the Final Inspection, City determines that the PA 21B Park has not been completed in accordance with the approved plans for the PA 21B Park, the City shall prepare a punch list of all items to be completed by Meritage and, subject to City staffing schedules, shall provide such punch list to Meritage within thirty (30) business days following the Final Inspection. Upon completion of the punch list work to the satisfaction of City, the City shall deliver a certificate of final completion to Meritage ("Final Completion"). Parks proposed for dedication shall be submitted to and are subject to formal acceptance by the Beaumont City Council ("Acceptance"). Acceptance shall not occur at the City staff level. With the exception of the PA 21B Park, which has not yet been constructed, and Mickelson Park, which has been completed but not yet been accepted by and conveyed to the City, all Parks within the Project have already been completed by Developer and dedicated and conveyed to the City.

2.3 Release of Liens. Upon Final Completion, Meritage shall provide, in form satisfactory to the City, evidence that all of the costs of the PA 21B Park have been fully paid, including any and all lien claims. Upon request of the City, Meritage shall provide lien releases under California Civil Code Section 3262(d) to assure that payment of any outstanding claims of Meritage's contractors, subcontractors, and suppliers have been paid.

2.4 Indemnification by Developer. Developer, with respect to Mickelson Park, and Meritage, with respect to the PA 21B Park, agrees and covenants to, and shall fully indemnify, defend and hold harmless City and its elective and appointive boards, commissions, officers, employees and agents, from and against any and all liabilities, penalties, losses, damages, costs, expenses (including reasonable attorneys' fees), causes of action, claims, or judgments (collectively, "Claims") based on any claim that Mickelson Park and the PA 21B Park, respectively, are subject to the prevailing wage laws or arising by reason of any death, bodily injury, personal injury, property damage or violation of any law or regulation to the extent arising from any actions or omissions in connection with the design, construction, operation, maintenance or repair of such Park by any of the following: Developer or Meritage (as applicable), any of Developer's or Meritage's (as applicable) engineers, architects, contractors or subcontractors, or any other person or entity employed by or acting on behalf of or as the authorized agent for Developer or Meritage (as applicable), or any of Developer's or Meritage's (as applicable) engineers, architects, contractors or subcontractors. Provided, however, that the indemnity, defense and hold harmless obligations of Developer and Meritage under the preceding sentence shall apply only to Claims first notified in writing by City to Developer or Meritage, as applicable, prior to expiration of the applicable Warranty Period (as defined in Section 2.5 below). Provided further, however, that Developer and Meritage shall not be liable hereunder to indemnify, defend or hold harmless City and its elective and appointive boards, commissions,

officers, employees and agents against Claims to the extent arising from the sole negligence, active negligence or willful misconduct of City in its functions of design review, approval, construction inspection or other acts or omissions of City in connection with any Park; provided further, that nothing in this Agreement shall be construed as a waiver by City, Developer or Meritage of any immunity or defense it may have relating to any such Claim, including without limitation immunity or defenses relating to design review and/or approval and/or construction inspection.

2.5 Warranty. Developer hereby warrants Mickelson Park as to the materials and workmanship for one (1) year following Acceptance of Mickelson Park. Meritage hereby warrants the PA 21B Park as to the materials and workmanship for one (1) year following Acceptance of the PA 21B Park. Each such one (1) year warranty period is herein referred to as a “Warranty Period”. The provisions contained herein shall not be deemed to limit any rights Developer or Meritage has or may have to seek damages or other relief based upon any act or omission of any contractor involved in the construction or design of the Parks. Notwithstanding the foregoing, Developer's and Meritage's (as applicable) warranty excludes remedies for damage or defect caused by ordinary wear and tear under normal usage, abuse, neglect, modifications not performed by Developer or Meritage (as applicable) or its agents, vandalism, or acts of God. Nothing herein shall be construed to limit any other warranties City may have from the manufacturer of any materials used in the Parks, but the warranty contained in this Section 2.5 shall be the exclusive warranty of Developer and Meritage, and all other express or implied warranties are expressly disclaimed. Should any failure of such Parks or any portion thereof occur within the applicable Warranty Period, Developer or Meritage (as applicable) shall promptly cause the needed repairs to be made without any expense or cost to City. City is hereby authorized to make repairs if Developer or Meritage (as applicable) fails to make, or undertake with due diligence, the necessary repairs after it is given written notice of such failure; provided that City shall provide Developer or Meritage (as applicable) with an opportunity to meet and confer regarding such warranty work and the Developer or Meritage (as applicable) shall be given a reasonable opportunity to perform such warranty work within a time frame and on conditions which are reasonable under the circumstances, prior to City making any temporary or permanent repairs or replacements during the Warranty Period. In case of emergency when delay would cause serious hazard to the public, City may make the necessary repairs without prior notice to Developer or Meritage (as applicable). In all cases of failure of a Park improvement or portion thereof within the Warranty Period where City has taken action in accordance with this Section, Developer or Meritage (as applicable) shall reimburse City for any and all costs or expenses, direct and indirect, incurred by City, after City provides Developer or Meritage (as applicable) with documentation reasonably substantiating the costs incurred by City pursuant to this Section. Subject to the preceding provisions of this Section, City shall maintain the Parks from and following City acceptance of the Parks pursuant to Section 2.2.

ARTICLE 3

RECONCILIATION OF ESTIMATED PARK DIF, PARK COSTS AND VALUATIONS

3.1 Reconciliation. For avoidance of doubt, City and Developer acknowledge and agree that the Park costs incurred by Developer for the Parks as shown in **Exhibit “B”** exceed the Estimated Park DIF that the City asserts is payable under the Development Agreement and Ordinance 1095 for the Project. The Parties acknowledge and agree that Developer, Meritage, DR Horton, Woodside, and any other purchaser or developer of any Remaining Units (collectively

“Remaining Unit Owners”) shall have no obligation at any time to pay, and City shall not at any time collect, any Park DIFs in connection with the build-out of the Remaining Units under the Development Agreement, Ordinance 1095, Ordinance 1099, or otherwise. Subject to and without limiting the preceding sentence, as also set forth in **Exhibit “B”**, the value of the land dedicated or to be dedicated by Developer and Meritage is \$7,180,250.00. Developer has determined and after inspection the City has confirmed and agrees that, as set forth in **Exhibit “B”**, the total value of the improvements for the Completed Parks (including Mickelson Park) exceeds \$8,558,000.00. City further acknowledges and agrees that, based on the value of the Park improvements, any Remaining Units are not subject to the payment of Park DIFs under the Development Agreement, Ordinance 1095, Ordinance 1099, or otherwise. Notwithstanding the above, Meritage shall remain obligated to complete, submit for inspection, and dedicate the PA 21B Park.

3.2 Refunds and Limitation on City Liability. Not later than thirty (30) business days after the Effective Date, City shall remit and pay the full amount of the DR Horton Refund to DR Horton and the Woodside Refund to Woodside, including any additional Park DIFs that are paid to City by DR Horton and/or Woodside prior to or upon the Effective Date. DR Horton and Woodside are hereby deemed express third party beneficiaries of City's obligations under this Agreement, including the City's obligation to pay them the DR Horton Refund and the Woodside Refund, respectively. Except as expressly set forth in this Agreement, no other credit or reimbursement shall be available to any Remaining Unit Owners with respect to Park DIFs or expenditures for Parks.

**ARTICLE 4
ASSIGNMENT**

Developer and Meritage may assign all or any of their respective rights under this Agreement to any affiliate or lender (for purposes of security) of such Party or to any other Remaining Unit Owner. Any other assignment shall be subject to approval by the City Council.

**ARTICLE 5
MISCELLANEOUS**

5.1 Entire Agreement. This Agreement represents the entire agreement of the parties relating to the subject matter of this Agreement. No oral or written statement, representation, or agreement not included within this Agreement shall be of any force or effect whatsoever, and shall be deemed to have been superseded by the terms hereof. Nothing in this Agreement shall be deemed to modify or amend any provision of the Development Agreement or any rights or obligations of the parties thereunder.

5.2 Attorneys’ Fees. The prevailing party in any proceedings, judicial or otherwise, brought to enforce the terms of this Agreement, shall be entitled to reasonable attorney fees and costs in prosecuting or defending such proceedings.

5.3 Notices. Any demand upon or notice required or permitted to be given by one party to the other party shall be in writing. Except as otherwise provided by law, any demand upon or notice required or permitted to be given by one party to the other party shall be effective (a) on personal delivery, (b) on the second business day after mailing by certified or registered United States Mail, return receipt requested or (c) on the succeeding business day after mailing by Express

Mail or after deposit with a private delivery service of general use (e.g., Federal Express) postage or fee prepaid as appropriate, addressed to the party at the address shown below:

If to City:
City Manager
City of Beaumont
550 East Sixth Street
Beaumont, Ca 92223

If to Developer:
SDC Fairway Canyon, LLC
c/o Argent Management LLC
4131 S. Main Street
Santa Ana, CA 92707
Attention: Robert J. Starkman

If to Meritage:
Meritage Homes of California, Inc.
5 Peter’s Canyon, Suite 310
Irvine, CA 92606
Attention: Raphael Dibianco and Timothy Huynh

5.4 Enforced Delay. Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or default are due to war, acts of terrorism, insurrection, strikes, walkouts, riots, energy shortages, energy rationing, floods, drought, rain, earthquakes, fires, casualties, pandemics, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, or similar bases for excused performance.

5.5 Relationship Between Parties. The Parties agree that (a) the relationship between them is, is intended to be and shall at all times remain, in connection with the transactions contemplated by this Agreement, that of a private developer as to Developer and Meritage, and that of a public agency as to the City and (b) no Party is intended to be or shall be construed as a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of any other Party or any of its affiliates and no Party intends to ever assume such status.

5.6 Governing Law. This Agreement is entered into and is to be performed in Riverside County, California and shall be construed and interpreted in accordance with the laws of the State of California.

5.7 Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

5.8 Severability. If any portion of this Agreement shall become illegal, null, void or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

5.9 Authority to Bind. Each person signing this Agreement warrants that it is authorized to bind its respective Party on whose behalf they sign.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

CITY OF BEAUMONT

SDC FAIRWAY CANYON, LLC,
a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

MERITAGE HOMES OF CALIFORNIA, INC., a California corporation

By:  _____

Name: Aaron Talarico

Title: VP Forward Planning

Dated: 8.30.21

Exhibit "A"

Operative Planning Area Summary Table and Estimated Park DIF

PLANNING AREA	TRACT NO.	PA ACRES	NUMBER OF DWELLING UNITS
18	VTTM31462	47.13	189
20A	VTTM31462	37.65	127
20B	VTTM31462	24.46	125
20C	VTTM31462	47.59	164
22	VTTM31462		0
22A		17.19	67
22B		13.76	55
22C		11.80	55
22D		11.25	54
26A	31462-21	33.65	167
26C	31462-22	20.48	101
25			
25A	37698	22.09	126
25B	37697	13.11	73
25C	37696	13.58	62
Totals		313.74	1,365

Neighborhood Park Fee	1,365	\$2,872.11	\$3,920,430.15
Community Park Fee	1,365	\$2,373.32	\$3,239,581.80
ESTIMATED PARK DIF	1,365	\$5,245.43	\$7,160,011.95

Exhibit "B"

FAIRWAY CANYON PARKS VTTM 31462 – VALUATION AND DEVELOPER COST SUMMARY				
PLANNING AREA	NET PARK ACRES (Approx.)	STATUS	OWNERSHIP	DEVELOPER IMPROVEMENT COSTS (Approx.)
24	5.36	Trevino Park, Completed	ACCEPTED; CITY	\$ 1,167,000
13	3.62	Palmer Park, Completed	ACCEPTED; CITY	\$ 788,000
5	18.30	Nicklaus Park, Completed	ACCEPTED; CITY	\$ 4,000,000
17	6.68	Mickelson Park, Completed	NOT ACCEPTED (TO BE ACCEPTED PURSUANT TO FAIRWAY CANYONS PARK AGREEMENT); DEVELOPER	\$ 2,603,000
21B	7.07	Not Designed or Completed, lot is not recorded	MERITAGE	TBD
TOTAL	41.03			\$ 8,558,000

NET PARK ACRES	CITY PER ACRE LAND VALUE	TOTAL LAND VALUE	TOTAL DEVELOPER PARK IMPROVEMENT COSTS
41.03	\$175,000	\$7,180,250.00	\$8,558,000



Staff Report

TO: City Council
FROM: Laurie Miller, Administrative Services Manager
DATE: September 7, 2021
SUBJECT: **Approve the Purchase of Hon Accelerate Workstations in an Amount Not to Exceed \$73,773.55 from Bluespace Interiors and Authorize the City Manager to Sign Change Orders in the Amount of \$7,377 for a Total Not to Exceed \$81,150.55**

Background and Analysis:

In June 2021, an assessment of available office space was completed in the west end of the administration offices in City Hall. It was determined that the removal of built-in workstations installed in 2006 would allow additional room for personnel growth. The reconfiguration will increase functional workspace from 8 to 13 workstations.

City staff requested quotes from two vendors, one response was received and reviewed by City staff. Bluespace Interiors' proposal provides for cubicles that are of a similar style and color to that of the existing furniture in surrounding administrative offices.

Fiscal Impact:

The total cost for purchasing 13 cubicle workstations is \$73,773.55 and will be funded from project account CF104. The estimated cost to prepare this report is \$146.

CF104 Building B (phase 2) Project Summary			
Project Components	Budget Amount	Paid to Date	Remaining
Project Management			
Project Contingency	\$13,904.00		\$13,904.00
Preliminary Services			
Preliminary Services Contingency			
Environmental			
Environmental Contingency			
Design	\$65,000.00		\$65,000.00
Design Contingency	\$20,000.00		\$20,000.00
Construction	\$500,000.00	\$7,254.00	\$492,746.00
Construction Contingency	\$50,000.00		\$50,000.00
Construction Management			
Construction Management Contingency			
Permits			
Equipment	\$10,000.00		\$10,000.00
Misc.	\$100,000.00	\$2,789.53	\$97,210.47
Project Summary Totals	\$758,904.00	\$10,043.53	\$748,860.47

Recommended Action:

Approve the purchase of Hon Accelerate Workstations in and amount not to exceed \$73,773.55 from Bluespace Interiors and authorize the City Manager to sign change orders up to \$7,377 for a total amount not to exceed \$81,150.55.

Attachments:

- A. Quote

bluespace interiors
 23303 La Palma Ave.
 Yorba Linda CA 92887
 714-585-6642

Furniture Quotation



Bldg Inspectors & Open Office

Prepared For: Laurie Millier
 City of Beaumont
 550 E. 6th Street

Quote Expires: 9/9/2021

Page 1 of 7
 8/12/2021
 9:42:49AM

Beaumont CA
 (951) 769-8520 x326

Quote # Q148514-R2

Bldg Inspectors & Open Office R2 8.11.2021.sp4

Sold By: Jeannette Barber

Prep. by: Karina Guevara

Lead Time = 12-13 Weeks/Rialto Bid #19-20-011

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
BLDG INSPECTORS							
1	4	HCTL242	24D Cantilever One Pair	\$87.00	45.00	\$47.85	\$191.40
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
2	2	HEC65PLN	65H "L" Connector Post	\$151.00	45.00	\$83.05	\$166.10
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
3	2	HEC65PTN	65H "T" Connector Post	\$146.00	45.00	\$80.30	\$160.60
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
4	2	HECSL	"L" Connector Strap	\$16.00	45.00	\$8.80	\$17.60
5	2	HECST	"T" Connector Strap	\$22.00	45.00	\$12.10	\$24.20
6	4	HEFEC65P	Panel Finished End Covers 65H	\$68.00	45.00	\$37.40	\$149.60
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
7	6	HETC24	Panel Top Cap 24"W	\$39.00	45.00	\$21.45	\$128.70
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
8	2	HETC48	Panel Top Cap 48"W	\$71.00	45.00	\$39.05	\$78.10
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
9	1	HETC96	Panel Top Cap 96"W	\$134.00	45.00	\$73.70	\$73.70
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
10	2	HETP6524DP	TackableTop Tier Glass Panel w/o TC 65H x 24W	\$591.00	45.00	\$325.05	\$650.10
		\$(A)	Gr A Fabric				
		.APN	FABRIC: Appoint				
		17	COLOR: Dark Pewter				
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
		.Q	Glass: Clear				

Prepared For: Laurie Millier
 City of Beaumont
 550 E. 6th Street

Quote Expires: 9/9/2021

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8/12/2021

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Beaumont CA
 (951) 769-8520 x326

Quote # Q148514-R2

Bldg Inspectors & Open Office R2 8.11.2021.sp4

Sold By: Jeannette Barber

Prep. by: Karina Guevara

Lead Time = 12-13 Weeks/Rialto Bid #19-20-011

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
11	4	HETP6524FP	Tackable Panel w/o TC 65H x 24W	\$387.00	45.00	\$212.85	\$851.40
		\$(A)	Gr A Fabric				
		.APN	FABRIC: Appoint				
		17	COLOR: Dark Pewter				
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
12	2	HETP6548DP	Tackable Top Tier Glass Panel w/o TC 65H x 48W	\$718.00	45.00	\$394.90	\$789.80
		\$(A)	Gr A Fabric				
		.APN	FABRIC: Appoint				
		17	COLOR: Dark Pewter				
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
		.Q	Glass: Clear				
13	2	HETP6548FP	Tackable Panel w/o TC 65H x 48W	\$497.00	45.00	\$273.35	\$546.70
		\$(A)	Gr A Fabric				
		.APN	FABRIC: Appoint				
		17	COLOR: Dark Pewter				
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
14	2	HH871124	Electrical Pass-Thru Cable 25-1/2W 3-1 & 2-2 Systems	\$134.00	45.00	\$73.70	\$147.40
15	1	HH871148	Electrical Pass-Thru Cable 48W 3-1 & 2-2 Systems	\$142.00	45.00	\$78.10	\$78.10
16	1	HH871248	Electrical Power Harness 48W 3-1 & 2-2 Systems	\$225.00	45.00	\$123.75	\$123.75
17	1	HH871501	Duplex Receptacle Circuit 1 3-1 & 2-2 Systems	\$44.00	45.00	\$24.20	\$24.20
		.T3	PAINT: Muslin				
18	1	HH871502	Duplex Receptacle Circuit 2 3-1 & 2-2 Systems	\$44.00	45.00	\$24.20	\$24.20
		.T3	PAINT: Muslin				
19	2	HH871504	Duplex Receptacle Circuit 4 3-1 & 2-2 Systems	\$44.00	45.00	\$24.20	\$48.40
		.T3	PAINT: Muslin				
20	1	HH879072	Base In-Feed Cable Base 3-1 & 2-2 Systems	\$238.00	45.00	\$130.90	\$130.90
21	2	HIWMM	Ignition 2 Task Mid-back, ilira back	\$687.00	45.00	\$377.85	\$755.70
		.Y1	Syncho-Tilt W Seat Slider				
		.A	Arm: Height and Width Adj. Arm				
		.H	Hard Caster				
		.IM	Mesh: Black				
		\$(1)	Gr 1 UPH				

Prepared For: Laurie Millier
 City of Beaumont
 550 E. 6th Street

Quote Expires: 9/9/2021

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 8/12/2021
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Beaumont CA
 (951) 769-8520 x326

Quote # Q148514-R2

Bldg Inspectors & Open Office R2 8.11.2021.sp4

Sold By: Jeannette Barber

Prep. by: Karina Guevara

Lead Time = 12-13 Weeks/Rialto Bid #19-20-011

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
		.CU	Centurion				
		19	COLOR: Iron Ore				
		.BL	Black Adjustable Lumbar				
		.SB	Base: Standard Base				
		.T	Frame: Black				
22	2	HRVOH48FM	Abound Overhead-Metal Flipper Door 48"	\$657.00	45.00	\$361.35	\$722.70
		\$(P1)	P1 Paint Opts				
		.TS	Greige				
		.L	Lock: Lock				
23	3	HSCKTPS	Straight Connector Kit	\$20.00	45.00	\$11.00	\$33.00
		.X	No Option				
24	2	HVFB23R	Box/Box/File 28H x 22 7/8D x 15W	\$579.00	45.00	\$318.45	\$636.90
		.L	Lock: Lock				
		\$(P1)	P1 Paint Opts				
		.TS	Greige				
25	2	HVFF23R	File/File 28H x 22 7/8D x15W	\$574.00	45.00	\$315.70	\$631.40
		.L	Lock: Lock				
		\$(P1)	P1 Paint Opts				
		.TS	Greige				
26	6	HWR2448P	Systems Rectangular Worksurface Edgeband 24D x 48W	\$420.00	45.00	\$231.00	\$1,386.00
		\$(L1STD)	Grd L1 Standard Laminates				
		.N	LAM: Mahogany				
		.N	EDGE: Mahogany				
		.TS	Grommet: Greige				
27	5	HWSB2	Worksurface Bracket Kit	\$49.00	45.00	\$26.95	\$134.75
		\$(P1)	P1 Paint Opts				
		.TS	Greige				

Sub Total Sell \$8,705.40

OPEN OFFICE

28	22	HCTL242	24D Cantilever One Pair	\$87.00	45.00	\$47.85	\$1,052.70
		\$(P1)	P1 Paint Opts				
		.TS	Greige				
29	21	HEC65PLN	65H "L" Connector Post	\$151.00	45.00	\$83.05	\$1,744.05
		\$(P1)	P1 Paint Opts				
		.TS	Greige				

Prepared For: Laurie Millier
 City of Beaumont
 550 E. 6th Street

Quote Expires: 9/9/2021

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Beaumont CA
 (951) 769-8520 x326

Quote # Q148514-R2

Bldg Inspectors & Open Office R2 8.11.2021.sp4

Sold By: Jeannette Barber

Prep. by: Karina Guevara

Lead Time = 12-13 Weeks/Rialto Bid #19-20-011

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
30	6	HEC65PTN	65H "T" Connector Post	\$146.00	45.00	\$80.30	\$481.80
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
31	21	HECSL	"L" Connector Strap	\$16.00	45.00	\$8.80	\$184.80
32	6	HECST	"T" Connector Strap	\$22.00	45.00	\$12.10	\$72.60
33	16	HEFEC65P	Panel Finished End Covers 65H	\$68.00	45.00	\$37.40	\$598.40
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
34	27	HETC24	Panel Top Cap 24"W	\$39.00	45.00	\$21.45	\$579.15
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
35	33	HETC48	Panel Top Cap 48"W	\$71.00	45.00	\$39.05	\$1,288.65
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
36	3	HETC60	Panel Top Cap 60"W	\$88.00	45.00	\$48.40	\$145.20
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
37	20	HETP6524DP	TackableTop Tier Glass Panel w/o TC 65H x 24W	\$591.00	45.00	\$325.05	\$6,501.00
		\$(A)	Gr A Fabric				
		.APN	FABRIC: Appoint				
		17	COLOR: Dark Pewter				
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
		.Q	Glass: Clear				
38	7	HETP6524FP	Tackable Panel w/o TC 65H x 24W	\$387.00	45.00	\$212.85	\$1,489.95
		\$(A)	Gr A Fabric				
		.APN	FABRIC: Appoint				
		17	COLOR: Dark Pewter				
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
39	16	HETP6548DP	Tackable Top Tier Glass Panel w/o TC 65H x 48W	\$718.00	45.00	\$394.90	\$6,318.40
		\$(A)	Gr A Fabric				
		.APN	FABRIC: Appoint				
		17	COLOR: Dark Pewter				
		\$(P1)	P1 Paint Opts				
		.T5	Greige				

Prepared For: Laurie Millier
 City of Beaumont
 550 E. 6th Street

Quote Expires: 9/9/2021

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Beaumont CA
 (951) 769-8520 x326

Quote # Q148514-R2

Bldg Inspectors & Open Office R2 8.11.2021.sp4

Sold By: Jeannette Barber

Prep. by: Karina Guevara

Lead Time = 12-13 Weeks/Rialto Bid #19-20-011

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
		.Q	Glass: Clear				
40	17	HETP6548FP	Tackable Panel w/o TC 65H x 48W	\$497.00	45.00	\$273.35	\$4,646.95
		\$(A)	Gr A Fabric				
		.APN	FABRIC: Appoint				
		17	COLOR: Dark Pewter				
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
41	3	HETP6560FP	Tackable Panel w/o TC 65H x 60W	\$529.00	45.00	\$290.95	\$872.85
		\$(A)	Gr A Fabric				
		.APN	FABRIC: Appoint				
		17	COLOR: Dark Pewter				
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
42	3	HH871124	Electrical Pass-Thru Cable 25-1/2W 3-1 & 2-2 Systems	\$134.00	45.00	\$73.70	\$221.10
43	12	HH871148	Electrical Pass-Thru Cable 48W 3-1 & 2-2 Systems	\$142.00	45.00	\$78.10	\$937.20
44	3	HH871160	Electrical Pass-Thru Cable 60W 3-1 & 2-2 Systems	\$142.00	45.00	\$78.10	\$234.30
45	7	HH871248	Electrical Power Harness 48W 3-1 & 2-2 Systems	\$225.00	45.00	\$123.75	\$866.25
46	6	HH871501	Duplex Receptacle Circuit 1 3-1 & 2-2 Systems	\$44.00	45.00	\$24.20	\$145.20
		.T3	PAINT: Muslin				
47	6	HH871502	Duplex Receptacle Circuit 2 3-1 & 2-2 Systems	\$44.00	45.00	\$24.20	\$145.20
		.T3	PAINT: Muslin				
48	2	HH871503	Duplex Receptacle Circuit 3 3-1 System Only	\$44.00	45.00	\$24.20	\$48.40
		.T3	PAINT: Muslin				
49	11	HH871504	Duplex Receptacle Circuit 4 3-1 & 2-2 Systems	\$44.00	45.00	\$24.20	\$266.20
		.T3	PAINT: Muslin				
50	5	HH879072	Base In-Feed Cable Base 3-1 & 2-2 Systems	\$238.00	45.00	\$130.90	\$654.50
51	11	HIWMM	Ignition 2 Task Mid-back, ilira back	\$687.00	45.00	\$377.85	\$4,156.35
		.Y1	Syncho-Tilt W Seat Slider				
		.A	Arm: Height and Width Adj. Arm				
		.H	Hard Caster				
		.IM	Mesh: Black				
		\$(1)	Gr 1 UPH				
		.CU	Centurion				
		19	COLOR: Iron Ore				

Prepared For: Laurie Millier
 City of Beaumont
 550 E. 6th Street

Quote Expires: 9/9/2021

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Beaumont CA
 (951) 769-8520 x326

Quote # Q148514-R2

Bldg Inspectors & Open Office R2 8.11.2021.sp4

Sold By: Jeannette Barber

Prep. by: Karina Guevara

Lead Time = 12-13 Weeks/Rialto Bid #19-20-011

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
		.BL	Black Adjustable Lumbar				
		.SB	Base: Standard Base				
		.T	Frame: Black				
52	8	HRVOH48FM	Abound Overhead-Metal Flipper Door 48"	\$657.00	45.00	\$361.35	\$2,890.80
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
		.L	Lock: Lock				
53	3	HRVOH60FM	Abound Overhead-Metal Flipper Door 60"	\$865.00	45.00	\$475.75	\$1,427.25
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
		.L	Lock: Lock				
54	25	HSCKTPS	Straight Connector Kit	\$20.00	45.00	\$11.00	\$275.00
		.X	No Option				
55	11	HVFB23R	Box/Box/File 28H x 22 7/8D x 15W	\$579.00	45.00	\$318.45	\$3,502.95
		.L	Lock: Lock				
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
56	11	HVFF23R	File/File 28H x 22 7/8D x15W	\$574.00	45.00	\$315.70	\$3,472.70
		.L	Lock: Lock				
		\$(P1)	P1 Paint Opts				
		.T5	Greige				
57	30	HWR2448P	Systems Rectangular Worksurface Edgeband 24D x 48W	\$420.00	45.00	\$231.00	\$6,930.00
		\$(L1STD)	Grd L1 Standard Laminates				
		.N	LAM: Mahogany				
		.N	EDGE: Mahogany				
		.T5	Grommet: Greige				
58	3	HWR2460P	Systems Rectangular Worksurface Edgeband 24D x 60W	\$496.00	45.00	\$272.80	\$818.40
		\$(L1STD)	Grd L1 Standard Laminates				
		.N	LAM: Mahogany				
		.N	EDGE: Mahogany				
		.T5	Grommet: Greige				
59	27	HWSB2	Worksurface Bracket Kit	\$49.00	45.00	\$26.95	\$727.65
		\$(P1)	P1 Paint Opts				
		.T5	Greige				

Sub Total Sell \$53,695.95

Prepared For: Laurie Millier
City of Beaumont
550 E. 6th Street

Quote Expires: 9/9/2021

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8/12/2021
9:42:53AM

Beaumont CA
(951) 769-8520 x326

Quote # Q148514-R2

Bldg Inspectors & Open Office R2 8.11.2021.sp4

Sold By: Jeannette Barber

Prep. by: Karina Guevara

Lead Time = 12-13 Weeks/Rialto Bid #19-20-011

Line#	Qty	Part #	Part Description	List	Discount	Sell	Extended Sell
		DSASSEMBLY	Assembly/Set in Place/Removal of Debris	\$5,450.00		\$5,450.00	\$5,450.00
		PRJMGTFEE	Project Management Fee	\$663.72		\$663.72	\$663.72
		SALES TAX	Sales Tax, 7.75%	\$5,258.48		\$5,258.48	\$5,258.48

Total Sell: \$73,773.55

There are NO refunds, returns, cancellations or exchange privileges on Special Orders. All orders over \$7,500.00 require a 50% deposit. Balance due is subject to normal payment terms and based on approved credit. Please review all specifications carefully before ordering and initial each page of this quotation. Some orders may require additional time due to production schedules and may exceed the time quoted. bluespace interiors cannot guarantee delivery from manufacturers by a certain date. A quoted date is an estimate and not a condition of sale. Installation and delivery to be performed during normal business hours unless otherwise quoted. Inside delivery and set up requires the receiving area to be prepared for the furniture installation. It is Customer's responsibility that the site be clean and free of debris prior to installation. An additional charge will be incurred if the area is not ready for delivery. Delays caused by the customer requiring storage will be billed at the current monthly pallet rate. In the event bluespace interiors' personnel remove or assist in removing existing furniture or equipment not provided in this proposal, Customer shall pay for this Service at the current rate and be separately invoiced. The decision to repair or replace any damaged or defective merchandise will be made by bluespace interiors and or the manufacturer.

Acceptance of this proposal indicates acceptance of the above terms and conditions.

Approved by: Name _____

Title _____

Date: _____



Staff Report

TO: City Council
FROM: Sean Thuilliez, Chief of Police
DATE: September 7, 2021
SUBJECT: City Branding Initiative Phase 2 Design and Creative Briefs

Background and Analysis:

In April 2021, City staff began the City of Beaumont's Phase 2 Branding Initiative with JPW Communication. The initiative includes development of a lifestyle logo embedded onto a tile design, which conveys four of Beaumont's unique attributes: community, clean air, family and location. The design border of these four elements creates a fifth image representing a vibrant and flourishing City.

Following the initial draft design presentation in July 2021, the following changes were requested:

- Inclusion of railroad tracks,
- Inclusion of cherries or cherry blossoms,
- Alternative icons for "location," and
- Alternative icons for "family."

In addition to the requested changes, the leaf design has been replaced with an oak leaf and the center of each tile now includes an additional theme icon. Decorative lines were removed from the border to create balance with the new center icons.

The proposed designs will provide a framework for City signage and development design standards in the General Plan and Downtown Specific Plan.

Fiscal Impact:

The cost to prepare this report is part of a previously approved contract by City Council for branding utilizing JPW Communications. City staff estimates the cost to prepare this report is \$438.

Recommended Action:

Approve design option 1, or design option 2.

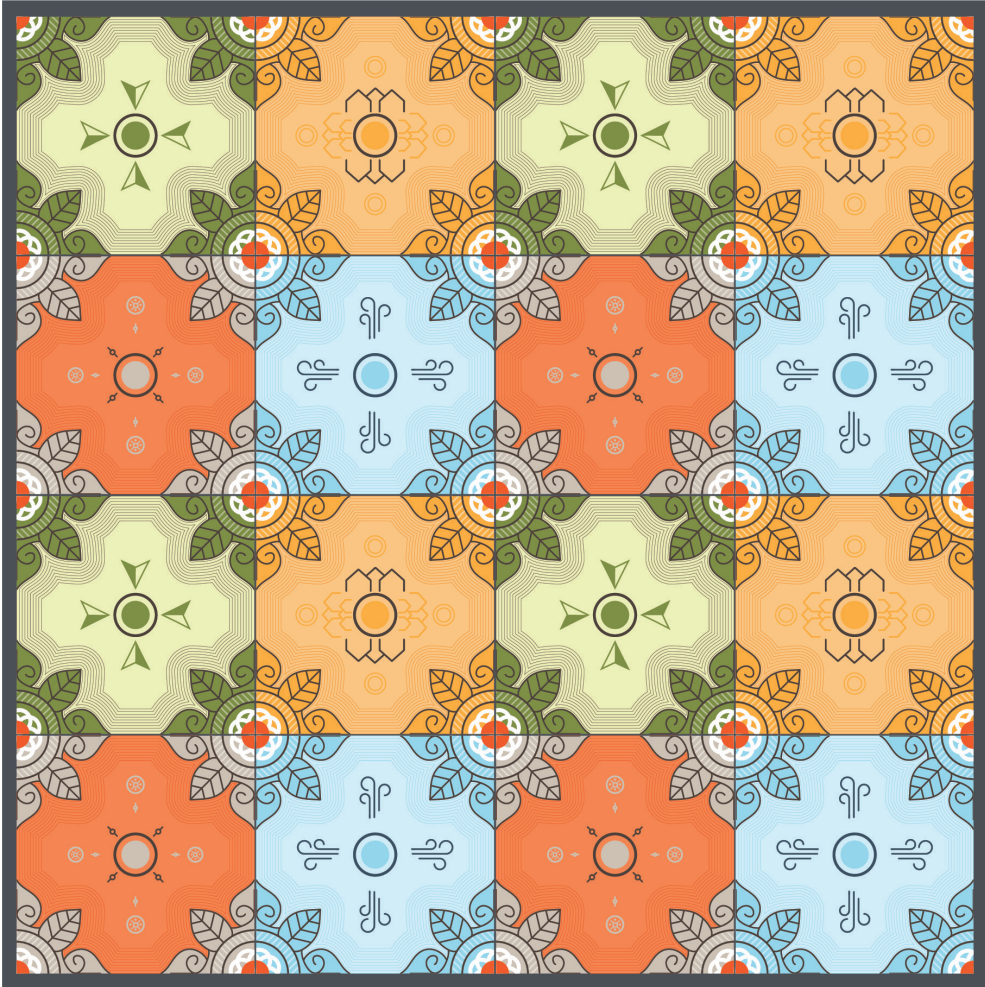
Attachments:

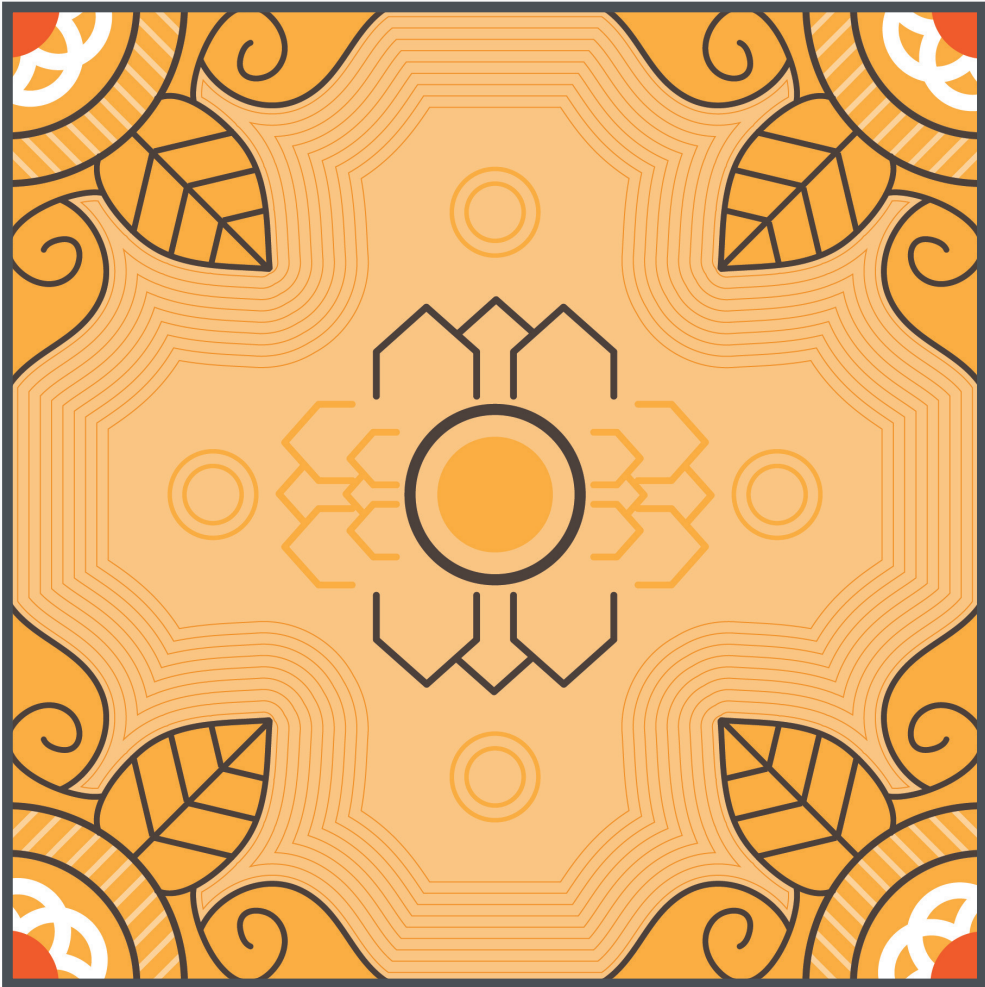
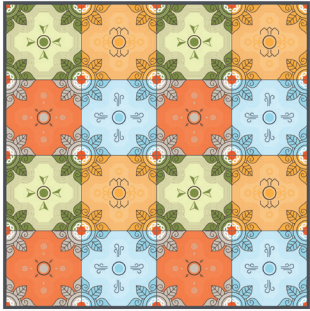
A. Phase 2 Final Draft Design Options 1 and 2



JPWCOMMUNICATIONS
FROM GOVERNMENT. FOR GOVERNMENT.

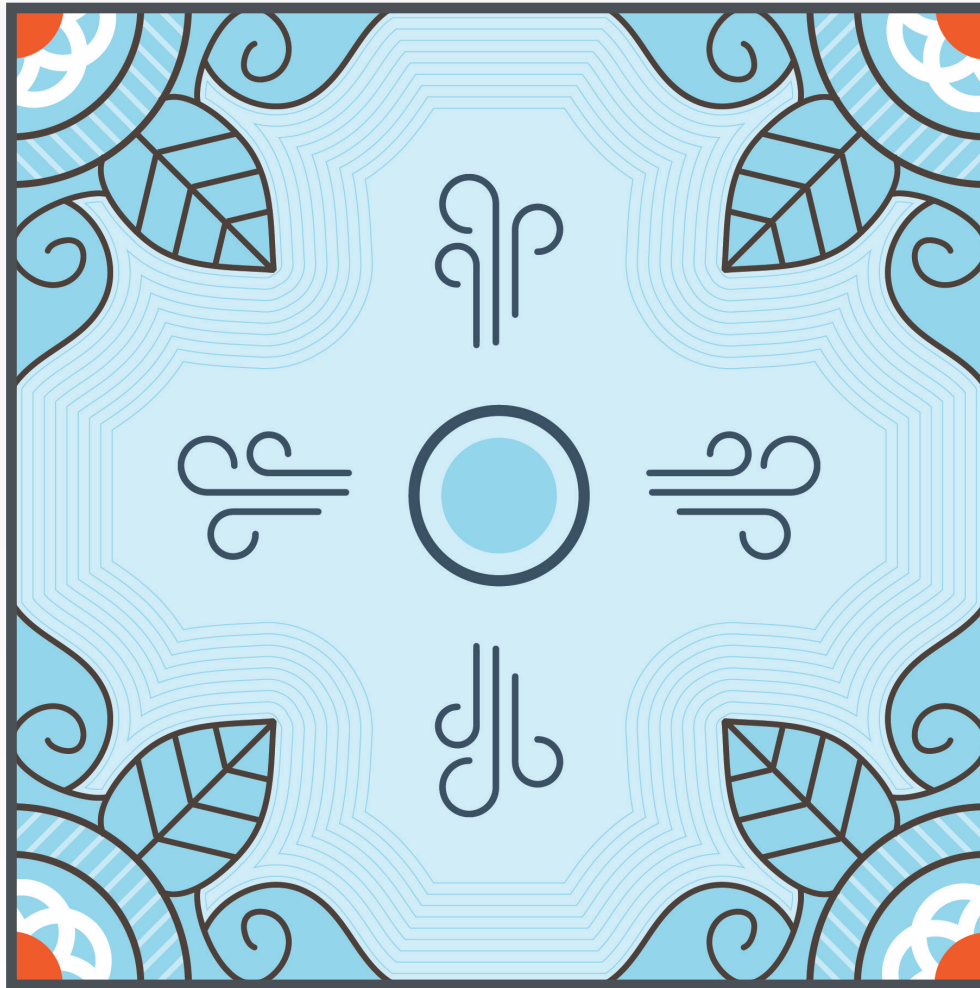
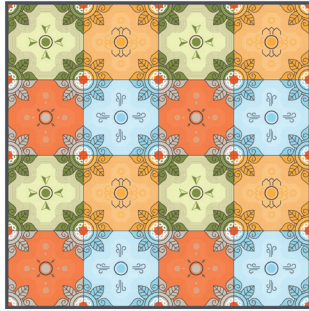
— Beaumont —





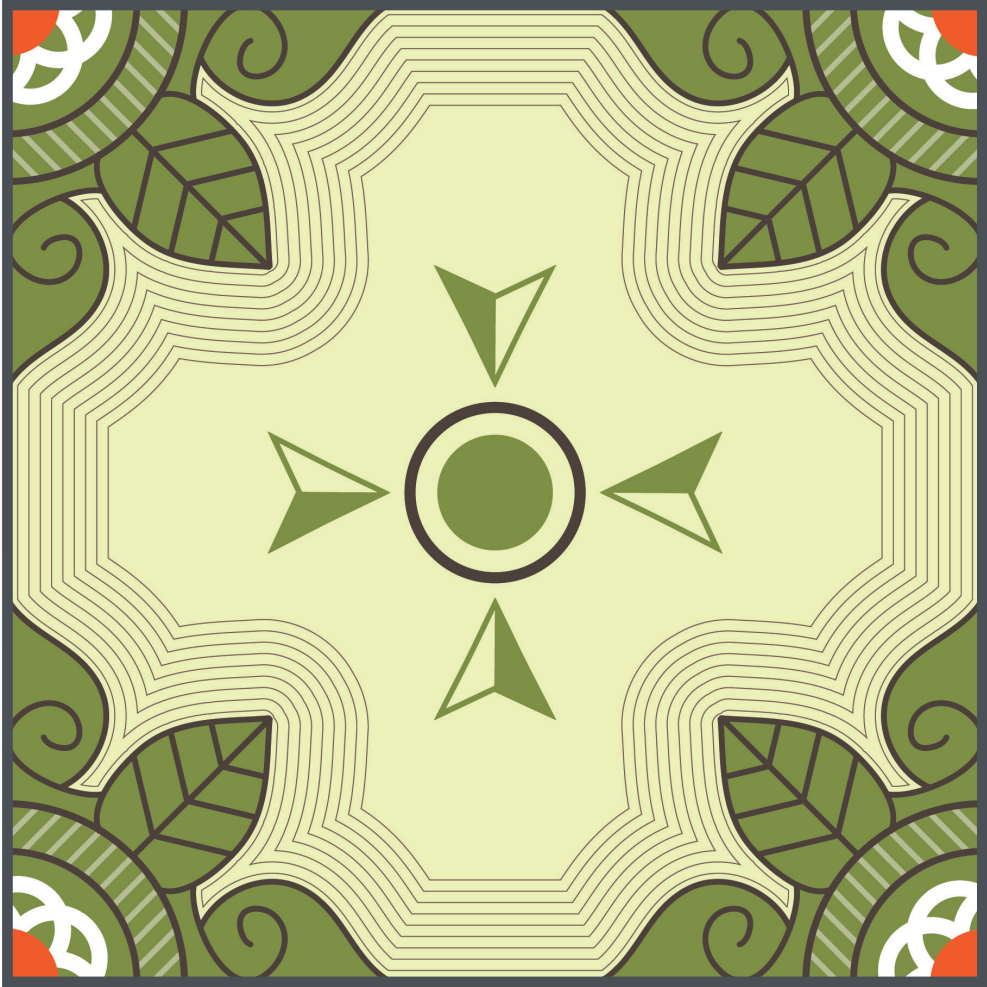
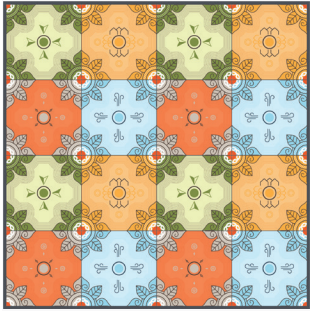
COMMUNITY

Beaumont is a vibrant City whose charm is exceeded only by the remarkable people who call it home. We appreciate the simple things in life and enjoy knowing our neighbors and our history, passed on through a unique community heritage each of us feels connected to.



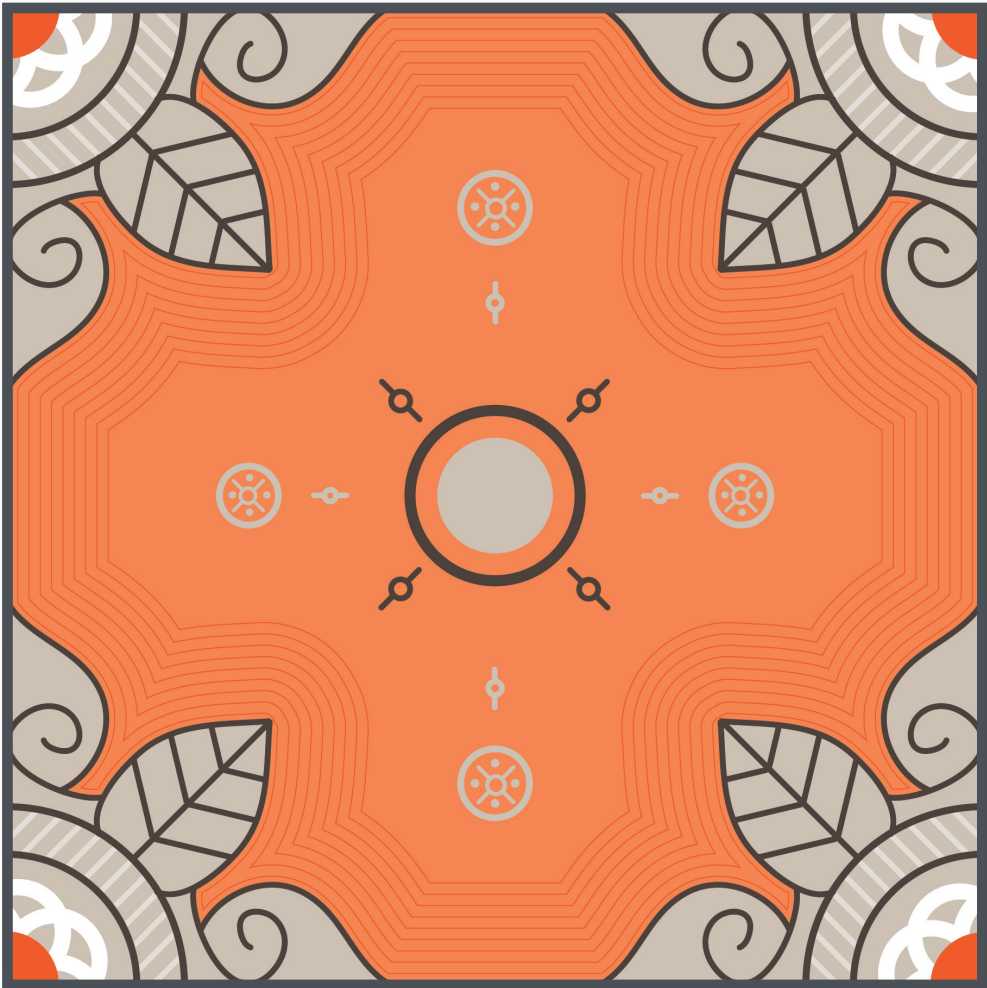
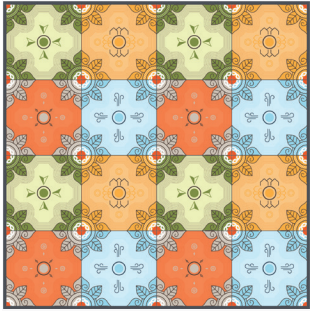
CLEAN AIR

The mountain air in Beaumont is a bit different than your typical city, just a bit fresher, a bit cleaner, the kind of air that makes you want to stop and take a deep breath.



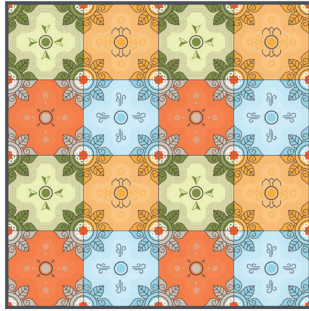
IDEAL LOCATION

Though we may seem a world apart, our close proximity to major transportation thoroughfares makes Beaumont the ideal location for families and businesses alike to plant roots.



FAMILY

We are community that is focused on our people. Beaumont is made up of families young and old, large and small, who come together to create a caring and welcoming atmosphere for everyone.



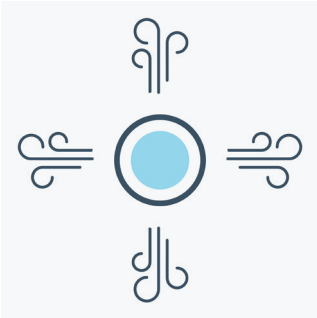
VIBRANT/FLOURISHING CITY (middle)

At its core, Beaumont is a city rooted in humble beginnings, a farm town that has flourished into a dynamic suburban environment. With an eye toward the future, we cherish our small-town charm and strive to grow responsibly and sustainably. We are a city, elevated.

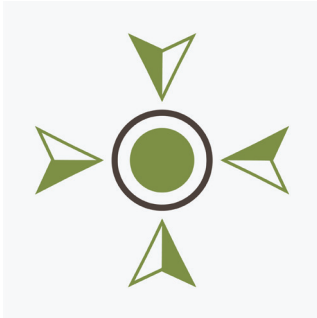
INDIVIDUAL CENTER GRAPHICS



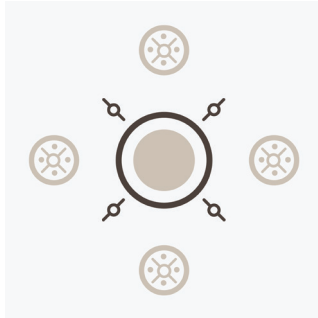
Community



Clean Air



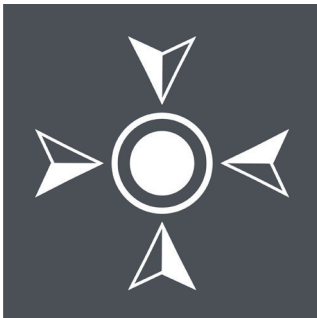
Location

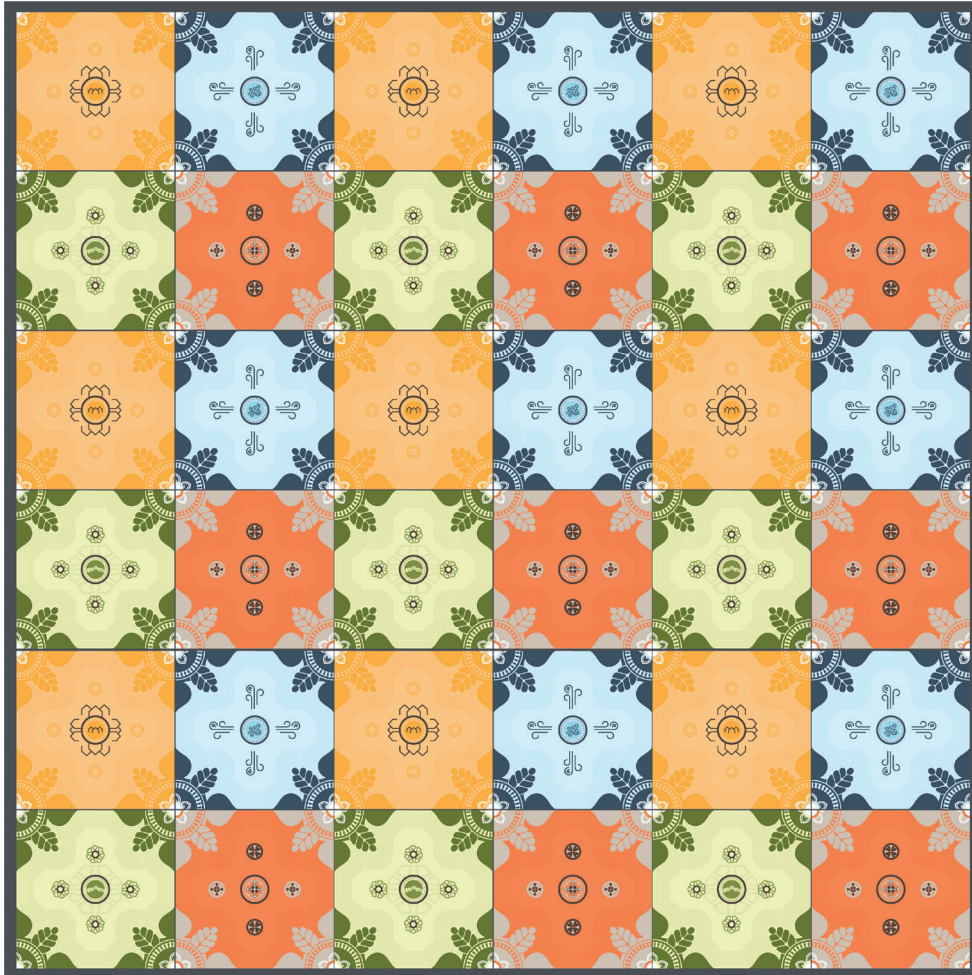


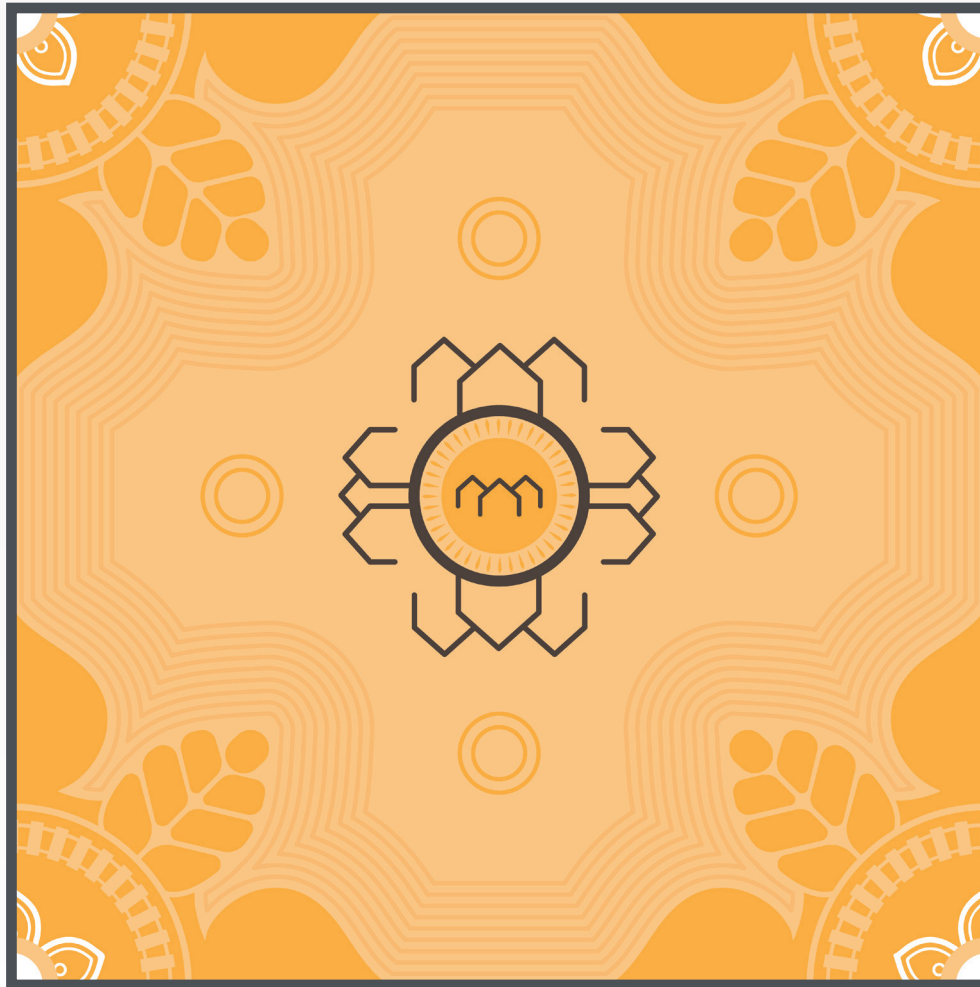
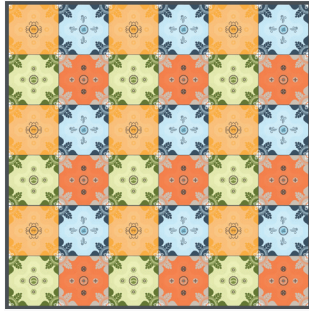
Family



Vibrant/Flourishing City

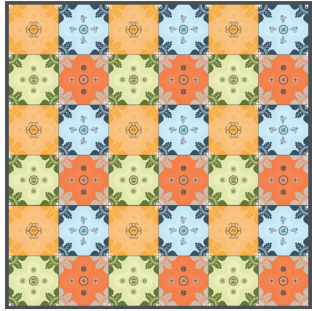






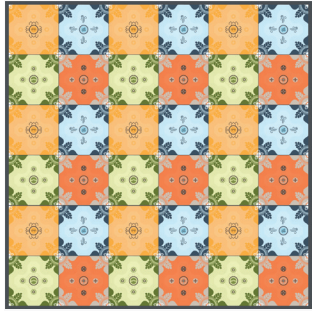
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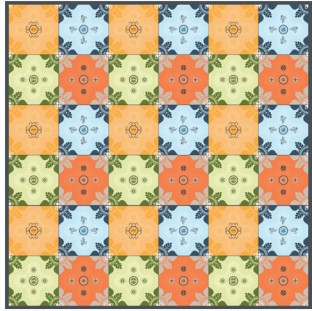
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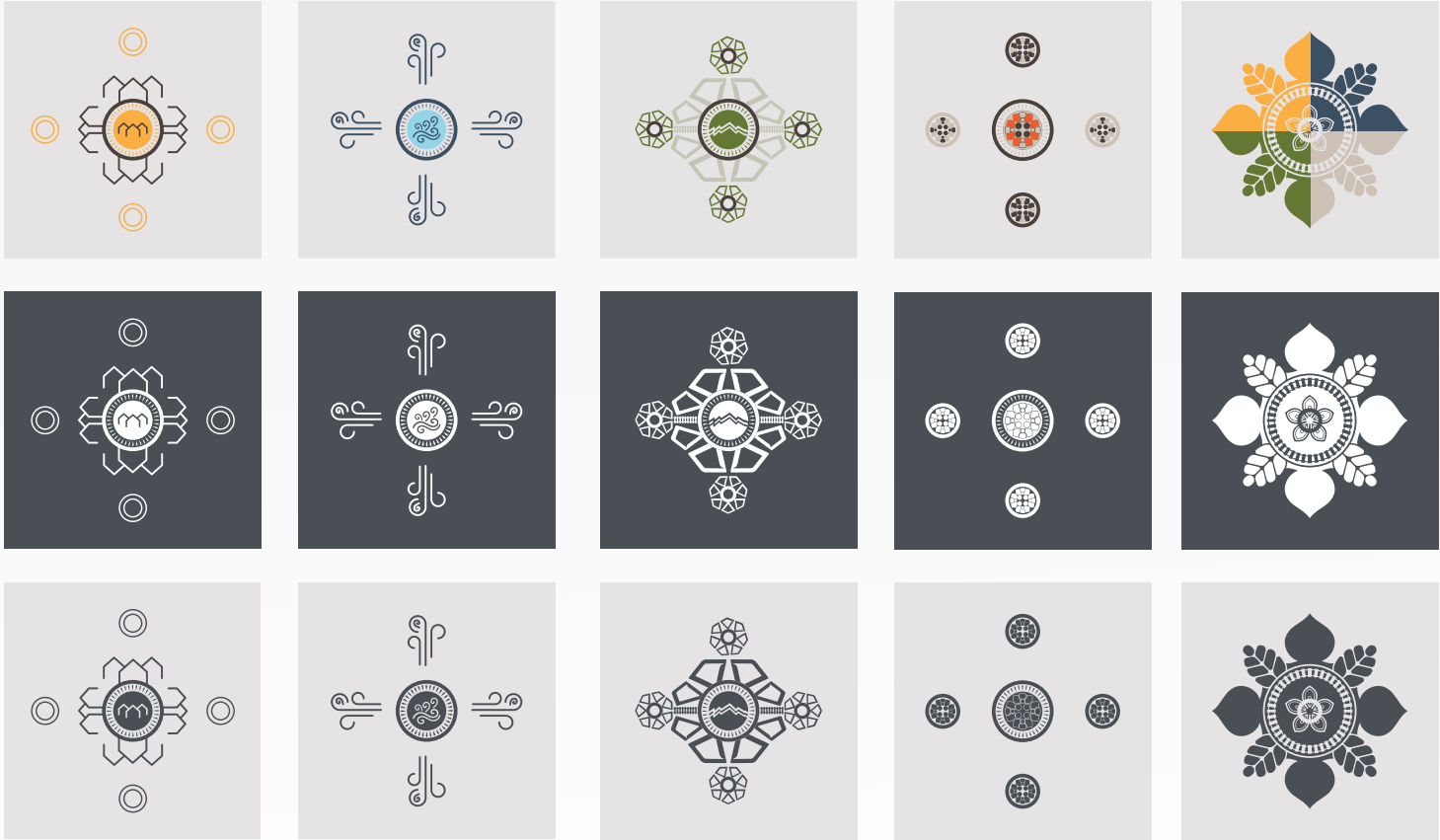
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INDIVIDUAL CENTER GRAPHICS



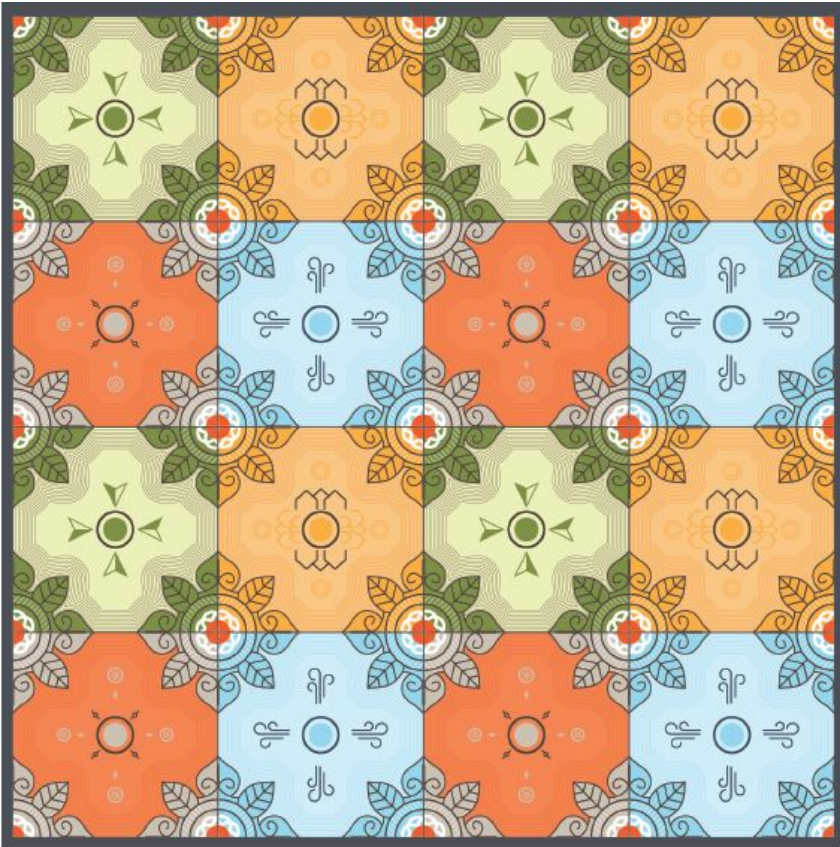
Community

Clean Air

Location

Family

Vibrant/
Flourishing City



OPTION 1



OPTION 2

Thank You!

JPWCOMMUNICATIONS
FROM GOVERNMENT. FOR GOVERNMENT.



Staff Report

TO: City Council
FROM: Sean Thuilliez, Chief of Police
DATE: September 7, 2021
SUBJECT: Approval of Lease and Installation of Motorola Radios for the Beaumont Police Department

Background and Analysis:

At its meeting of August 17, 2021, City Council approved Phase I of the Beaumont Police Department migration to the Riverside County Public Safety Enterprise Communication (PSEC) system with the purchase of 28 portable radios utilizing grant funding. Phase II of the migration is the lease of an additional 125 radios to complete a full department radio replacement. Of these radios, 62 are portable handhelds, and 63 are mobile to be installed in department vehicles.

The purchase cost for the additional 125 radios is \$1,092,137.60 excluding any financing costs or fees. City staff proposes the utilization of Public Safety CFD Reserve Funds as an initial funding source with the balance to be financed with a lease agreement through Motorola. The table below provides Motorola lease options and City staff recommends Lease Option Three as outlined.

	Option One	Option Two	Option Three	Option Four	Option Five
Lease Term:	Five Years	Seven Years	Three Years	Four Years	Six Years
Payment Frequency:	Annual	Annual	Annual	Annual	Annual
Payment Structure:	Arrears	Arrears	Arrears	Arrears	Arrears
Lease Rate:	2.79%	3.09%	2.69%	2.74%	2.95%
Lease Factor:	0.275146	0.190870	0.534259	0.361403	0.224475
Lease Payment:	\$170,687.54 4 payments	\$118,406.71 6 payments	\$331,428.98 2 payments	\$224,197.30 3 payments	\$139,253.66 5 payments

*Payment commencement: First payment due two years after contract execution, then annually thereafter.

City staff anticipates Beaumont will receive annual grant award of \$112,000 for the next two fiscal years that may be used to offset the lease payments.

A quote for installation of the 63 mobile radios in department vehicles of \$34,212.78 has been received.

Fiscal Impact:

The total cost of the radio purchase, lease interest rate, and installation of mobile radios is \$1,126,350.41. \$471,785 of Public Safety CFD Reserves will be used, leaving a remaining balance of \$620,352.63 to be financed using lease agreement Option Three. The first payment is due two years from execution of contract, then annually thereafter. City staff estimates the cost to prepare this staff report to be \$3,900.

Recommended Action:

Approve purchase of 125 Motorola radios in the amount of \$1,092,137.60 with an initial payment of \$471,785 from Public Safety CFD Reserve Funds. Approve Lease Option Three with Motorola for a financed amount of \$620,352.63 and approve the installation of 63 mobile radios in an amount not to exceed \$34,212.78 to 10-8 Retrofit.

Attachments:

- A. Motorola Solutions Quote
- B. Motorola Lease Options
- C. APX NEXT Radio Brochure
- D. Radio Installation Quote

Billing Address:
 BEAUMONT, CITY OF
 660 ORANGE AVE
 BEAUMONT, CA 92223
 US

Quote Date:07/12/2021
 Expiration Date:10/10/2021
 Quote Created By:
 Andrew Gretencord
 Andrew.Gretencord@
 motorolasolutions.com

End Customer:
 BEAUMONT, CITY OF

Contract: 18105 - LA COUNTY , CA

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT MULTI					
1	H55TGT9PW8AN	APX NEXT; ALL-BAND MODEL 4.5 PORTABLE*	62		\$7,492.00	\$5,469.16	\$339,087.92
1a	BD00001AA	ADD: CORE BUNDLE	62		\$2,824.00	\$2,061.52	\$127,814.24
1b	H499KC	ENH: SUBMERSIBLE (DELTA T)	62		Included	Included	Included
1c	H38DA	ADD: SMARTZONE OPERATION	62		Included	Included	Included
1d	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	62		Included	Included	Included
1e	QA09028AA	ADD: VIQI VC RADIO OPERATION	62		Included	Included	Included
1f	QA03399AK	ADD: ENHANCED DATA	62		Included	Included	Included
1g	Q387CB	ADD: MULTICAST VOTING SCAN	62		Included	Included	Included
1h	QA00580BA	ADD: TDMA OPERATION	62		Included	Included	Included
1i	QA09001AM	ADD: WIFI CAPABILITY	62		Included	Included	Included
1j	BD00010AA	ADD: SECURITY BUNDLE	62		\$930.00	\$678.90	\$42,091.80
1k	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	62		Included	Included	Included
1l	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	62		Included	Included	Included



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1m	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	62		Included	Included	Included
1n	Q15AU	ADD: AES/DES-XL/DES- OFB ENCRYPTION AND ADP	62		Included	Included	Included
1o	Q361CD	ADD: P25 9600 BAUD TRUNKING	62		Included	Included	Included
1p	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL*	62		\$0.00	\$0.00	\$0.00
1q	H637AA	ADD: APX NEXT DMS BUNDLE PROMO	62		-\$22.95	-\$22.95	-\$1,422.90
1r	H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO	62		-\$300.00	-\$300.00	-\$18,600.00
1s	H638EA	ADD: SMART LOCATE MAPPING TRIAL PROMO	62		-\$56.00	-\$56.00	-\$3,472.00
2	LSV01P01903A	APX NXT DMS SMART INSIGHT DIAGNSTC- PROMO	62	12 MONTHS	\$0.00	\$0.00	\$0.00
3	LSV01P01904A	APX NXT DMS SMART INSIGHT USAGE-PROMO	62	12 MONTHS	\$0.00	\$0.00	\$0.00
4	LSV01P01905A	APX NXT DMS SMART INSIGHT BATTERY- PROMO	62	12 MONTHS	\$0.00	\$0.00	\$0.00
5	LSV01P01415A	APX NEXT DMS ADVANCED W ACC DMG- PROMO	62	12 MONTHS	\$179.40	\$179.40	\$11,122.80
6	SSV01P01407B	APX NEXT SMART PROG- PROMO	62	1 YEAR	\$75.00	\$75.00	\$4,650.00
7	SSV01P01476A	APX NEXT SMART LOCATE-PROMO	62	1 YEAR	\$75.00	\$75.00	\$4,650.00
8	SSV01P01902A	APX NEXT SMART MAPPING-PROMO	62	1 YEAR	\$75.00	\$75.00	\$4,650.00
9	SSV01P01685B	SMART LOCATE MAPPING TRIAL	62	1 YEAR	\$56.00	\$56.00	\$3,472.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
10	SSV01P01901A	APX NEXT SMART MESSAGING-PROMO	62	1 YEAR	\$75.00	\$75.00	\$4,650.00
	CommandCentral Aware						
11	SSV00S01684A	LOCATION SERVICES*	1	1 YEAR	\$0.00	\$0.00	\$0.00
12	SSV00S02383A	AWARE STARTER*	1	1 YEAR	\$0.00	\$0.00	\$0.00
	Critical Connect + WAVE (Retired)						
13	SSV00S02078A	WAVE MESSAGING DISPATCH*	1	1 YEAR	\$540.00	\$540.00	\$540.00
	APX™ 8500						
14	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	63		\$5,152.00	\$3,760.96	\$236,940.48
14a	G831AD	ADD: SPKR 15W WATER RESISTANT	63		\$60.00	\$43.80	\$2,759.40
14b	G996AS	ENH: OVER THE AIR PROVISIONING	63		\$100.00	\$73.00	\$4,599.00
14c	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	63		\$100.00	\$73.00	\$4,599.00
14d	GA00580AA	ADD: TDMA OPERATION	63		\$450.00	\$328.50	\$20,695.50
14e	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	63		\$95.00	\$69.35	\$4,369.05
14f	G51AT	ENH:SMARTZONE	63		\$1,500.00	\$1,095.00	\$68,985.00
14g	G78AT	ENH: 3 YEAR ESSENTIAL SVC	63		\$176.00	\$176.00	\$11,088.00
14h	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	63		\$740.00	\$540.20	\$34,032.60
14i	G843AH	ADD: AES ENCRYPTION AND ADP	63		\$475.00	\$346.75	\$21,845.25
14j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	63		\$0.00	\$0.00	\$0.00
14k	G67EH	ADD: REMOTE MOUNT E5 MP	63		\$297.00	\$216.81	\$13,659.03
14l	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	63		\$0.00	\$0.00	\$0.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
14m	G806BL	ENH: ASTRO DIGITAL CAI OP APX	63		\$515.00	\$375.95	\$23,684.85
14n	GA01670AA	ADD: APX E5 CONTROL HEAD	63		\$652.00	\$475.96	\$29,985.48
14o	W22BA	ADD: STD PALM MICROPHONE APX	63		\$72.00	\$52.56	\$3,311.28
14p	G361AH	ENH: P25 TRUNKING SOFTWARE APX	63		\$300.00	\$219.00	\$13,797.00

Subtotal \$1,013,584.78

Estimated Tax \$78,552.82

Grand Total \$1,092,137.60(USD)

Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$1,739,625.90	\$1,013,584.78
Grand Total System Price	\$1,739,625.90	\$1,013,584.78

Notes:

- Additional information is required for one or more items on the quote for an order.





Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/msi/omterms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

- This quote contains items with approved price exceptions applied against them.



COMMANDCENTRAL AWARE STARTER PACKAGE

APX NEXT Starter Package

Motorola Solutions' APX NEXT Starter Package for CommandCentral Aware provides a host of mapping and location capabilities. CommandCentral Aware combines disparate systems and data into an accessible interface. This single interface offers command centers a complete operating picture to support field personnel in real time. CommandCentral Aware unifies data from mapping, correlated event monitoring, analytics, and communications. This unified interface streamlines public safety workflows and viewpoints, enabling users to access and act on critical information.

The APX Next Starter Package includes three named users for one year.

APX NEXT SmartLocate

The APX NEXT SmartLocate feature provides dispatchers with accurate location data over a broadband network. This location data, combined with CommandCentral Aware functionality, enables better tracking of field personnel and improved situational awareness. SmartLocate quickly sends GPS coordinate updates and location information from the field to dispatchers, providing a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and allocate resources in the most efficient way possible. Broadband connectivity increases the frequency of location reporting beyond the capability of an LMR system. This improves location accuracy and enables more users to be tracked. The CommandCentral Aware tool set features many location triggers, including time, distance, push-to-talk (PTT), emergency, and accelerated cadence during emergency.

ViQi Alert Integration

Maintaining situational awareness and first responder safety through natural operation is integral to the APX NEXT radio. This outcome is achieved through ViQi™ Virtual Partner—a cloud-based service that provides vital public safety information via voice. Users can activate ViQi with a single button press and simple audio prompt. Using natural language, personnel can run a license plate or driver's license and search for vehicles with matching vehicle identification numbers. This action happens straight from the field without disruption. The CommandCentral Aware ViQi integration provides visual context for these alerts to further improve field response.

Geographic Information System (GIS) Data Set

CommandCentral Aware integrates with hosted GIS data sets from Esri ArcGIS Server or ArcGIS online. The geospatial information contained within these data sets are core to the intelligent map display. This enhances workflow details driven by geography and the metadata contained within these data sets.

Esri's powerful geospatial engine within CommandCentral Aware is used to automatically invoke spatial queries. These queries inform the user of nearby items, refine geographic boundaries and focus attention on location to orientate those responding. This geospatial processing enables intelligence-driven analysis and focuses on the concentrated area of concern.

Data sets can be used in the following ways:



- Refine displayed data based on the geographic area defined per user (by Area, Beat, Sector, Precinct, Zone, or Quadrant).
- Determine road blockages caused by traffic jams, flooded roadways, or other obstacles.

AccuWeather

The starter package includes integration with AccuWeather to provide customized weather-driven services, including site-specific forecasts, severe-weather warnings, historical data, and custom analytics. AccuWeather provides the following:

- Location key for your desired location.
- Forecast information for a specific location.
- Current Conditions data for a specific location.
- Daily index values for a specific location. Index availability varies by location.
- Radar and satellite images.



SUBSCRIPTION SERVICES AGREEMENT

Motorola Solutions, Inc. (“Motorola”) and _____ (“Customer”) enter into this Subscription Services Agreement (“Agreement”) pursuant to which Customer will purchase and Motorola will sell a subscription to access the subscription services described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.”

The terms of the Agreement, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents will govern the products and services offered pursuant to this Agreement. To the extent there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the applicable Incorporated Documents, the Incorporated Documents take precedence.

1. DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Agreement.

“**Administrator**” means Customer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Customer's Users.

“**Anonymized**” means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

“**Confidential Information**” means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party’s possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

“**Customer Data**” means Native Data provided by Customer to Motorola hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola.

“**Deliverables**” means all written information (such as reports, analytics, Solution Data, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer pursuant to the applicable Statement of Work. The Deliverables, if any, are more fully described in the Statement of Work.

“**Documentation**” means the technical materials provided by Motorola to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

“**Effective Date**” means the date of the last signature on this Agreement, unless access to the Subscription Service occurs later, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.

Subscription Services Agreement v.4.26.19



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the “Underlying Agreement”) that authorizes Customer to purchase equipment and/or services or license software (collectively “Products”). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer, in connection with or relating to the Solution and Subscription Services.

“Force Majeure” which means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Licensed Product” means 1) Software, whether hosted or installed at Customer’s site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

“Native Data” means data that is created solely by Customer or its agents.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

“Software” means the Motorola owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

“Solution” means collectively, the Software, servers and any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Services.

“Solution Data” means Customer Data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content that is made available to Customer with the Solution and Subscription Services.

“Statement of Work” If included, the Statement of Work (“SOW”) describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola will provide to Customer under this Agreement, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

“Subscription Services” means those subscription services to be provided by Motorola to Customer under this Agreement, the nature and scope of which are more fully described in the Documentation, proposal, SOW, or other Solution materials provided by Motorola, as applicable.

“Users” means Customer’s authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.

2. SCOPE

2.1 Subscription Services. Motorola will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola will allow Customer to use the Solution described in the Statement of Work, Documentation, proposal, or other Solution materials provided by Motorola (“Incorporated Document(s)”), as applicable. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be





set forth in an Addendum. In the event of a conflict between an Addendum and the body of the Agreement, the Addendum will govern resolution of the conflict. Motorola and Customer will perform their respective responsibilities as described in this Agreement and any applicable Incorporated Documents.

2.2 **Changes.** Customer may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services.

2.3 **Non-solicitation.** During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

3. TERM

3.1 **Term.** Unless a different Term is set forth in an applicable Addendum or the Incorporated Documents, the Term of this Agreement begins on the Effective Date and continues for twelve (12) months. The Agreement automatically renews annually on the anniversary of the Effective Date, unless either Party notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date or until termination by either Party in accordance with the Termination section of this Agreement.

3.2 **Minimum Initial Term.** For certain Subscription Services, a minimum initial term greater than one year may be required ("Minimum Initial Term"). Following the Minimum Initial Term, this Agreement will automatically renew upon each anniversary of the Effective Date for a successive renewal term of the same duration as the Minimum Initial Term, unless either Party: 1) notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date; 2) requests an alternate term; or 3) terminates in accordance with the termination provision in the Agreement, including non-payment of fees for the renewal period by the anniversary date.

3.3 **Renewals.** The terms and conditions of the Agreement and will govern any renewal periods.

4. **CUSTOMER OBLIGATIONS.** Customer will fulfill all of its obligations in this Agreement, including applicable addendums and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent Motorola from performing its responsibilities.

4.1 **Access.** To enable Motorola to perform the Subscription Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola's employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Subscription Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

4.2 **Customer Information.** If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Subscription Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is





not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.3 **Risk of Loss.** If any portion of the Solution resides on Customer premises or is under Customer's control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola's instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola or its agent or returned by Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

4.4 **Equipment Title.** Unless Customer is purchasing equipment pursuant to the terms in the Addendum entitled "Equipment Purchase" and unless stated differently in this Agreement or in the Incorporated Documents, title to any equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this Agreement will be governed by the terms and conditions set forth in the Equipment Purchase Addendum.

4.5 **Enable Users.** Customer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the Incorporated Documents, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Agreement prior to allowing Users to access or use Subscription Services.

4.6 **Non-preclusion.** If, as a result of the Subscription Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

5. Subscription Fees.

5.1 **Recurring Fees.** Unless stated differently in an applicable addendum, Incorporated Documents or otherwise arranged in writing with Motorola, Services will be provided in exchange for annual pre-paid Subscription Fees. Motorola will submit an invoice for the first year of subscription fees on the Effective Date. On each anniversary of the Effective Date, Motorola will issue an invoice for the annual subscription fees for the following year.

5.1.1 **No Purchase Order Requirement.** For a Subscription Services Term exceeding one year, Customer affirms that a purchase order or notice to proceed is not required for Motorola to proceed with the entire scope of work described in the Incorporated Documents for subsequent years, including but not limited to multi-year subscription agreements.

5.2 **Start Up Fees.** Start up fees apply to certain Subscription Services. If the Subscription Service includes start up fees, Motorola will submit an invoice for the start up fees on the Effective Date.

5.3 **Fee Change.** Motorola reserves the right to change the subscription fees at the end of each Subscription Services Term. Except for any payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Motorola reserves the right to terminate Service for non-payment of fees.

5.4 **No Price Guarantee.** Notwithstanding any language to the contrary, the pricing and fees associated with this Agreement will not be subject to any most favored pricing commitment or other





5.5 **Taxes.** The Subscription Fees and start up fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer, except as exempt by law. If Motorola is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.

6. ACCEPTANCE; SCHEDULE; FORCE MAJEURE

6.1 **Acceptance.** The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Customer. If usernames and passwords have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

6.2 **Schedule.** All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a commercially reasonable time period.

6.3 **Force Majeure.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

7. LIMITED LICENSE

7.1 **Licensed Products.** Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Agreement. If Software is subject to a click wrap, end user license agreement or is otherwise packaged with or subject to a separate end user license, such license will apply to the use of Software and Licensed Product.

7.2 **Proprietary Rights.** Regardless of any contrary provision in the Agreement, Motorola or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing Services to Customer remain vested exclusively in Motorola, and this Agreement does not grant to Customer any

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shared development rights of intellectual property. No custom development work is to be performed under this Agreement.

8. DATA AND FEEDBACK

8.1 Solution Data. To the extent permitted by law, Motorola, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola grants Customer a personal, royalty-free, non-exclusive license to: (i) access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.

8.2 Customer Data. To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Customers and end users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola a license to sell an Anonymized version of Customer Data for any purpose.

8.3 Feedback. Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola. Motorola is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola.

9 WARRANTY

9.1 "AS IS". THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

9.2 Availability and Accuracy. Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

9.3 Equipment Sale. Warranty for any equipment sold pursuant to this Agreement will be set forth in Equipment Purchase Addendum.

10. DISCLAIMERS





10.1 **Existing Equipment and Software.** If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.

10.2 **Privacy.** Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.3 **Social Media.** If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.4 **Misuse.** Motorola reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

11. LIMITATION OF LIABILITY

11.1 **Liability Limit.** Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Subscription Services



provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF THE SUBSCRIPTION SERVICES BY MOTOROLA. This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

11.2 Additional Disclaimers. MOTOROLA DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE DISCOVERED BY MOTOROLA; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT, AND THE INFORMATION AND DATA, INCLUDING, BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING, AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

11.3 Essential term. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

12 DEFAULT AND TERMINATION

12.1 Default By a Party. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written, detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2 Failure To Cure. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer





agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3 No Refund. If a subscription is terminated for any reason prior to the end of the Subscription Services Term or other subscription period set forth in the Incorporated Documents or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

12.4 Cancellation Fee. If an Initial Minimum Term applies and Customer terminates prior to the end of the Initial Minimum Term, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the Initial Minimum Term.

12.5 Return of Discount. If Customer is afforded a discount in exchange for a term commitment longer than one year, early termination will result in an early termination fee, representing a return of the discount off of list price.

12.6 Return Confidential Information. Upon termination or expiration of the Agreement, Customer will return or certify the destruction of all Confidential Information and Solution Data.

12.7 Connection Terminated. Certain Subscription Services require a connection to Customer systems to access Customer Data (e.g. predictive or analytic services). Upon termination, connection to relevant data sources will be disconnected and Motorola will no longer extract any Customer Data.

12.8 Equipment Return. Any equipment provided by Motorola for use with the Subscription Services, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned within this time frame, Motorola reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

12.9 Five Year Term. Motorola provides equipment for use in connection with certain Subscription Services. Upon expiration and non-renewal of a five (5) year subscription Term, Title to the equipment will automatically transfer to Customer upon the subscription expiration date.

13. DISPUTES

13.1 Settlement. The parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

13.2 Litigation. A Party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been

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unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

14. SECURITY.

14.1 Industry Standard. Motorola will maintain industry standard security measures to protect the Solution from intrusion, breach, or corruption. During the term of Agreement, if the Solution enables access to Criminal Justice Information (“CJI”), as defined by the Criminal Justice Information Services Security Policy (“CJIS”), Motorola will provide and comply with a CJIS Security Addendum. Any additional Security measure desired by Customer may be available for an additional fee.

14.2 Background checks. Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

14.3 Customer Security Measures. Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola's own security measures.

14.4 Breach Response Plan. Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

15. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION.

15.1.1. Treatment of Confidential Information. During the term of this Agreement, the parties may provide each other with Confidential Information. Licensed Products, and all Deliverables will be deemed to be Motorola's Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a “need to know” and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement or pursuant to the license granted immediately below.

15.1.2. Ownership of Confidential Information. The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use

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the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1 **Proprietary Solution.** Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola or its third party licensors and contain valuable trade secrets. In accordance with this Agreement, Customer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

15.2.2. **Ownership.** Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola’s request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party’s Proprietary Rights to the other Party.

15.3 **Remedies.** Because Licensed Products contain valuable trade secrets and proprietary information of Motorola, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Agreement to the contrary, Motorola reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola’s Property Rights, or the unauthorized use of Motorola’s Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative.

16. GENERAL

16.1 **Future Regulatory Requirements.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

16.2 **Compliance with Applicable Laws.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola’s prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola, and Customer warrants and represents to Motorola that Customer has all rights necessary to provide such Customer Data to Motorola for the uses as contemplated hereunder. Customer shall obtain at itsindemnify expense

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Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Agreement. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

16.3 **Audit.** Motorola reserves the right to monitor and audit use of the Subscription Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

16.4 **Assignability.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.5 **Subcontracting.** Motorola may subcontract any portion of the Subscription Services without prior notice or consent of Customer.

16.6 **Waiver.** Failure or delay by either Party to exercise a right or power will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.7 **Severability.** If a court of competent jurisdiction renders any part of this Agreement invalid or otherwise unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.8 **Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.9 **Headings.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.10 **Governing Law.** This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Illinois.

16.11 **Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.





16.12 **Authority To Execute Agreement.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.13 **Return of Equipment.** Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer, if any.

16.14. **Survival Of Terms.** The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11 (Limitation of Liability); Section 12 (Default and Termination); Section 13 (Disputes); Section 15 (Confidential Information and Proprietary Rights);; and all General provisions in Section 16.

16.15. **ENTIRE AGREEMENT.** This Agreement and any Incorporated Documents or related attachments constitute the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

CUSTOMER

MOTOROLA SOLUTIONS, INC.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BILL TO ADDRESS:

SHIP TO ADDRESS:

Name: _____

Name: _____

Address: _____

Address: _____

Address: _____

Address: _____

Phone #: _____

Phone #: _____

Email: _____

Note: Invoices will be emailed to this address.



 **MOTOROLA SOLUTIONS**
FINAL DESTINATION:

Name: _____

Address: _____

Address: _____

Phone #: _____

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Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

EQUIPMENT SALE ADDENDUM

This Addendum is to the Subscription Service Agreement or other previously executed Agreement currently in force, as applicable (“Primary Agreement”) and provides additional or different terms and conditions to govern the sale of equipment and related software provided by Motorola. The terms in this Addendum are integral to and incorporated into the Primary Agreement. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence, as to the inconsistency only.

1. Exhibits

The Exhibits listed below are incorporated into and made a part of this Addendum. In interpreting this Addendum and resolving any ambiguities, the main body of this Addendum takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order. Documents included in the proposal and listed below as Exhibits are incorporated by this reference.

- Exhibit A Motorola “Software License Agreement”
- Exhibit B Motorola “Proposal/Quote dated _____” or “Payment Schedule”, as applicable.
- Exhibit B-1 Technical and Implementation Documents, if any.
- Exhibit B-2 Equipment List.

2. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

“**Product Price**” means the price for the equipment and related Software and installation or related services, excluding applicable sales or similar taxes and freight charges.

“**Effective Date**” means that date upon which the last Party executes the Primary Agreement or, the date on which the last Party executes the Addendum, whichever is later.

“**Equipment**” means the equipment listed in the Equipment List that Customer purchases from Motorola pursuant to this Addendum.

“**Infringement Claim**” means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

“**Motorola Software**” means Software that Motorola or its affiliated company owns.

“**Non-Motorola Software**” means Software that another party owns.

“**Open Source Software**” (also called “freeware” or “shareware”) software with either freely obtainable source code, license for modification, or permission for free distribution.

“**Products**” mean the Equipment and Software sold by Motorola under this Addendum.





“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Addendum and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Software” means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Equipment.

“Specifications” means the functionality and performance requirements that are described in the Proposal/Quote or Technical and Implementation Documents (as applicable).

“Warranty Period” means one (1) year from the date of shipment of the Products. Notwithstanding, if a third party manufacturer offers a longer warranty period, such warranty will be passed through to Customer.

3. SCOPE AND TERM

31. SCOPE OF WORK. Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Addendum. Any reference to “Subscription Services” in the Primary Agreement shall mean Product as applicable in this Addendum.

32. CHANGE ORDERS. Either Party may request changes within the general scope of this Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

33. TERM. Unless terminated in accordance with other provisions of the Primary Agreement or extended by mutual agreement of the Parties, the term of this Addendum begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

34. ADDITIONAL EQUIPMENT OR SOFTWARE. During the Term of this Addendum, Customer may order additional Equipment or Software if it is then available. Each order must refer to the Primary Agreement and Addendum and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Addendum (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within thirty (30) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online (“MOL”), and this Addendum will be the “Underlying Agreement” for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

35. MAINTENANCE SERVICE. This Addendum does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.





36. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

37. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8 SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

Section 4 ACCEPTANCE, PERFORMANCE SCHEDULE AND DELAYS

4.1 Acceptance of the Products will occur upon delivery to Customer unless the statement of work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

4.2 If this Addendum includes the performance of services relating to the Product, the proposal/quote or statement of work will describe the performance schedule, or if there is no performance schedule, within a reasonable period of time.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. PRODUCT PRICE. The Product Price in U.S. dollars is set forth in Exhibit B and is due and payable upon Acceptance.

5.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer for Products and for installation or related services when they are performed. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Invoices will be mailed or emailed to Customer pursuant to Section 5.4, Invoicing and Shipping Addresses. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800

5.3 FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software

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Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.





will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

54 INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following name: __ address: _____ phone: _____

E-INVOICE. To receive invoices via email: Customer Account Number: _____ Customer Accounts Payable Email: _____ Customer CC(optional) Email: _____

The Equipment will be shipped to the Customer at the final, following address (insert if this information is known): _____.

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

61. ACCESS TO SITES. If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its contractual duties.

62. SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 REPRESENTATIONS AND WARRANTIES

7.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If Acceptance is delayed beyond six (6) months after shipment of the Products by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Products.

7.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. If Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Software.

7.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola





Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

7.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

7.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

7.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS ADDENDUM AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 8 INDEMNIFICATION

8.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Addendum, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Addendum.

8.2 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

8.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all



negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

822. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

823. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Addendum; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

824. This Section 8.2 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Addendum or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 8 are subject to and limited by the restrictions set forth in Section 9.

Section 9 LIMITATION OF LIABILITY

Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS ADDENDUM, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS ADDENDUM.** This limitation of liability provision survives the expiration or termination of the Addendum and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated





by this Addendum may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 10 GENERAL

10.1. TAXES. The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

102 MISCELLANEOUS. This addendum may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Addendum shall be treated as and shall have the same effect as an original signed copy of this document.

103 AUTHORITY TO EXECUTE ADDENDUM. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Addendum and to perform its duties under this Addendum; the person executing this Addendum on its behalf has the authority to do so; upon execution and delivery of this Addendum by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Addendum does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

The Parties hereby enter into this Addendum as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**EXHIBIT A
MOTOROLA SOFTWARE LICENSE AGREEMENT**

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the Addendum to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.



Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster



recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3 Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful



operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.



82 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

83 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 COMMERCIAL COMPUTER SOFTWARE

91 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

92 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Equipment Sale Addendum.



13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



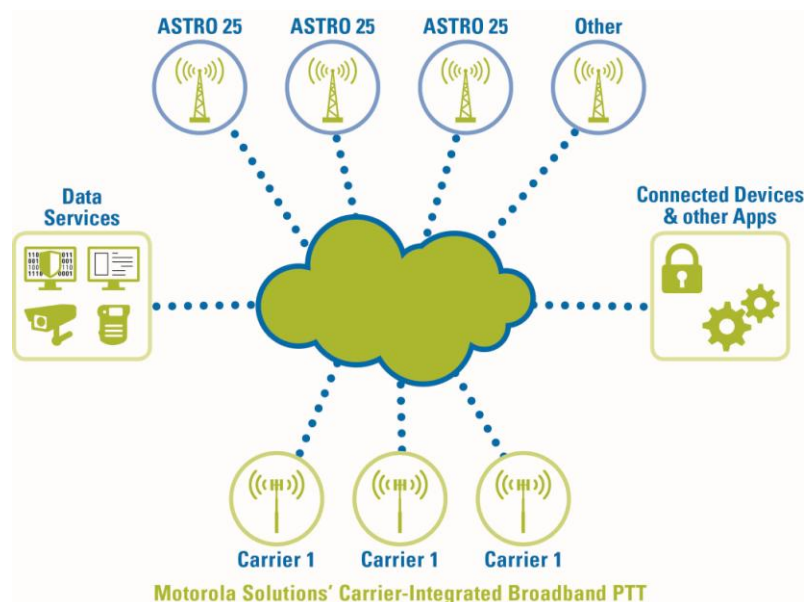
CRITICAL CONNECT SOLUTION DESCRIPTION

Motorola Solutions' Critical Connect solution enables cloud-based interoperability between different networks, agencies, and application to eliminate barriers and unify communications. This real-time exchange of voice, data, video, messaging, location, and enhanced intelligence between inter-jurisdictional agencies leads to more detailed intelligence and more informed response, regardless of device or network.

The value of Critical Connect grows as more agencies connect, encouraging interagency cooperation through data sharing and system interoperability. For member agencies, the enhanced collaboration and increased efficiency available through Critical Connect reduce the distraction of managing a complex communication center and enable users to focus their attention and resources on critical operations.

The Critical Connect solution is centered on the following elements:

- **Ease of Use** – A single, secure ISSI connection provides standards-based interoperability, reducing both the cost and complexity of interoperable PTT communications. The cloud-based interface connects multiple agencies and locations to provide a unified operating picture.
- **Flexible & Scalable** – Allows users to quickly set up and scale connections from a directory of agencies and broadband PTT carriers. Interoperable connections are easy to maintain and can grow in terms of capacity, unique connections, features, and future services, allowing the solution to quickly evolve over time.
- **Versatility** – Supports multiple types of communications, such as ASTRO 25 to ASTRO 25 communications and ASTRO 25 to carrier-integrated broadband push-to-X (talk, messaging, and mapping).



Critical Connect grants users access to the following features to improve coordination and agency response:

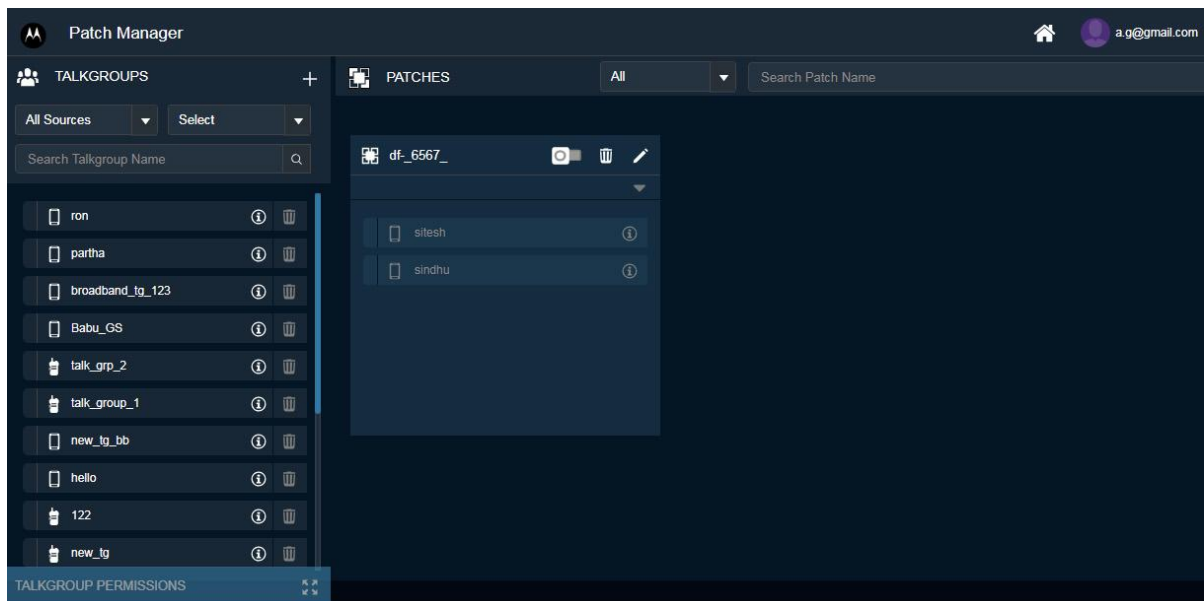
- **Talkgroup Linking** – Administrators can link local and remote talkgroups to provide voice interoperability with enhanced capabilities like sharing of group IDs, user IDs, and emergency calls and alerts. Up to eight talkgroups can be linked per connection, and the type of talkgroups that can be linked include radio local and remote talkgroups, broadband PTT local, and remote talkgroups.
- **Manual Roaming** – Administrators can enable manual roaming by linking home and foreign talkgroups through the Critical Connect Portal using the talkgroup linking feature. Home radio users must be programmed and allowed in the foreign systems being visited.
- **Automatic Roaming** – Automatic Roaming enables a radio roaming into a foreign system to continue talking with its home talkgroup without having to change channels. There is no intervention required by an administrator in the Critical Connect Portal to enable this feature. This capability is only setup and configured during Critical Connect onboarding.
- **Architecture** – Critical Connect is hosted in highly-secured, geographically separated dual cloud datacenters. All traffic leaving a customer's premises is encrypted using AES-256.
- **Redundancy** – Critical Connect offers multiple levels of redundancy. At the cloud, by default we have in-data center redundancy in addition to geo-redundancy if a data center is lost. On the customer premises, optional multiple edge gateways provide redundancy for ASTRO DSR configurations. Agencies can choose to add additional backhaul redundancy through the use of multiple ISPs or MPLS provides.

Critical Connect Portal

Through the Critical Connect portal, users have access to a variety of management tools and capabilities, as well as a map of internal and external talkgroups—different types of talkgroups, such as ASTRO 25 radio and broadband, are supported. Users have the ability to remove or reject pre-approved talkgroups as necessary.

Through the Critical Connect portal, Motorola Solutions' Link Manager enables interoperability across broadband PTT talkgroups and LMR talkgroups, providing secure, web-based access to broadband talkgroups and LMR talkgroups that are part of an agency's configuration. Users can dynamically link one or more broadband and LMR talkgroups (up to eight talkgroups per connection or tile). The Critical Connect Portal also allows users to share a talkgroup outside of their agency to other agencies, using an "Invite-Approve-Reject" model in these situations. Talkgroups shared outside of an agency are viewed as external talkgroups. Agency administrators can create a talkgroup link across internal as well as external agency talkgroup.





Critical Connect Portal's Patch Manager Screen

Proposed Connections

Critical Connect offers up to 20 unique connections between the ASTRO 25 system and carrier-integrated, mission-critical PTT or other ASTRO 25 systems, and up to 50 simultaneous talk paths. Motorola Solutions proposes the package below to meet specific capacity needs:

2 Unique Connections	
Package	Unique Connections - 2 Simultaneous Talk Paths - 10
Basic PTT Interoperability (includes LMR-BB and LMR-LMR)	Unique Connections - 2 Simultaneous Talk Paths - 10

5 Unique Connections	
Package	Unique Connections - 5 Simultaneous Talk Paths - 25
Basic PTT Interoperability (includes LMR-BB and LMR-LMR)	Unique Connections - 5 Simultaneous Talk Paths - 25



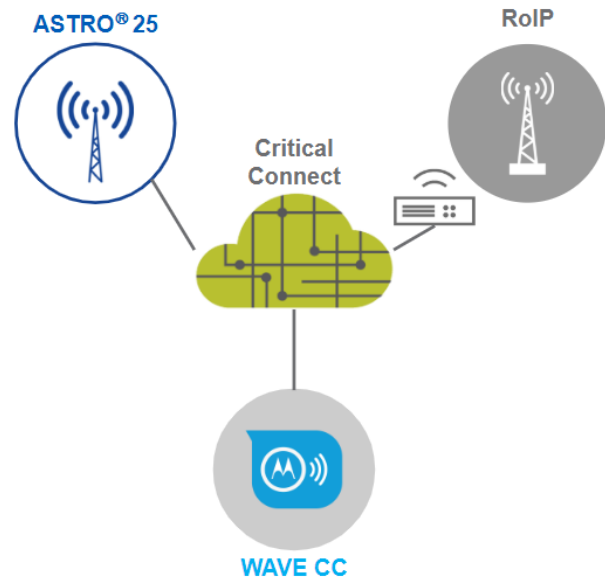
Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

20 Unique Connections	
Package	Unique Connections - 20 Simultaneous Talk Paths - 50
Basic PTT Interoperability (includes LMR-BB and LMR-LMR)	Unique Connections - 20 Simultaneous Talk Paths - 50

Radio-over-IP (ROIP) LINK (Optional)

If proposed, ASTRO 25 customers have the option of buying Motorola Solutions' Critical Connect offer to perform connectivity between their home radio system and other ASTRO 25 systems in their area or across state boundaries. Critical Connect also works with broadband PTT subscriptions like WAVE for Critical Connect or Carrier-Integrated PTT offers powered by Motorola Solutions.

With the optional RoIP interface addition, ASTRO 25 users with Critical Connect can link non-standard based radio systems with their home radio talkgroups like analog sites, conventional and trunking non-ASTRO sites, and DMR type systems through a donor radio connected to the RoIP gateway.



RoIP provides basic voice and PTT control (COR signaling) that is converted into an accessible talkgroup by Critical Connect and can be linked (patched) to other talkgroups.

To enable this feature, Critical Connect customers must license the RoIP link feature and procure the RoIP gateways from Cubic Vocality or one of its dealerships.

Critical Connect uses third-party RoIP gateways to support this functionality. Today, we use the Cubic Vocality RoIP Gateway. Using Cubic's Vocality RoIP gateway, users can connect a donor radio or control station's 4-wire* interface and convert it into a secure IP-based radio talkgroup that will show up in the Critical Connect Portal as another talkgroup.



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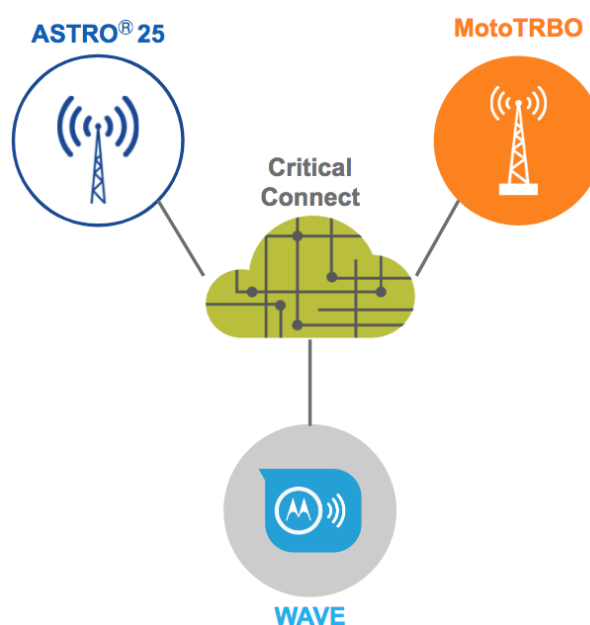
The Vocality RoIP gateway uses a secure TLS AES-256 connection to Critical Connect, providing a secure IP connection for radio communications. Once the talkgroup is available in the portal, it can be linked with other resources such as P25 talkgroups and/or Broadband PTT talkgroups (WAVE).

With the Vocality RoIP gateway, up to four talkgroups per gateway can be configured to connect to Critical Connect.

**Motorola Solutions recommends using donor radios or control stations that provide COR signaling for the best user experience. Most mobile radios do this but typically portable radios do not provide a COR signal.*

MOTOTRBO LINK (Optional)

If proposed, ASTRO 25 customers have the option of buying the MOTOTRBO link interface on Critical Connect to access radio users of MOTOTRBO systems, like K12 school systems, universities, utilities and Public Civilian systems, relying on this technology. Critical Connect customers will be able to link P25 and MOTOTRBO talkgroups easily through the use of the Critical Connect Portal. This connection can also be expanded to include Broadband PTT such as a WAVE.



The MOTOTRBO link interface is compatible with several different flavors of MOTOTRBO, such as Capacity Plus, Link Capacity Plus, Capacity Max, and IP Site Connect.

To enable this feature, Critical Connect customers must license the MOTOTRBO link feature and MOTOTRBO customers must procure the TRBO WRG gateway through the “bring your own gateway” offered by commercial dealers.

SmartMessaging Integration (Optional)

If proposed, SmartMessaging is an application service that allows APX NEXT users to seamlessly and discreetly share multimedia communications over a Broadband connection, offloading traffic from mission-critical LMR networks while enhancing public safety capabilities. From the APX NEXT home screen, users can send more detailed multimedia messages, with image, video, or audio file attachments, to enhance situational awareness and improve response success. An enhanced search



and history functionality is available for users to easily access previous messages by name, content, and time range, helping them find specific information when needed.

SmartMessaging further enhances the capabilities of first responders and dispatchers with the following optional features.

Wave Messaging Dispatch

The Wave Messaging Dispatch Console is a windows-based application that allows dispatchers and personnel to exchange multimedia messages with APX Next subscribers in the field. This feature supports messaging with text, pictures, or video files, and messages can be sent to individuals or predefined groups of subscribers.

Only the Wave Dispatch Multimedia Messaging capability extends to APX NEXT subscribers.

LMR Message Interop

The SmartMessaging LMR Message Interop feature integrates with properly equipped ASTRO 25 systems and allows text message communications between APX and APX NEXT subscribers. APX subscribers equipped with an alphanumeric display can receive and display the text portion of messages. APX subscribers equipped with a keypad can be used to originate text messages. Multimedia content is not supported by APX subscribers, so SmartMessaging does not send this content over the ASTRO 25 system. SmartMessaging will segment messages that exceed the APX 150 character limit into two or more separate text messages. Users must view the segmented messages separately.

ASTRO 25 subscribers may only be provisioned on a single messaging service. Devices provisioned on PremierOne CAD or Flex CAD systems may not be provisioned on SmartMessaging.

ASTRO 25 infrastructure must be 7.17 or later, support IV&D operation and have sufficient RF capacity to support the message traffic. The system must be equipped with IMW version 5.2.2 or later. APX subscribers must have IV&D data enabled. SmartMessaging does not use Enhanced Data.



WAVE PTT SOLUTION OVERVIEW

To offer greater flexibility and allow agencies to implement a device-agnostic and carrier-independent policy for push-to-talk (PTT) communications, Motorola Solutions offers WAVE integration to Critical Connect customers.

WAVE is a cloud-based solution that enables interoperable PTT across devices, networks, and locations. Users receive instant, reliable PTT that extends communications beyond the coverage provided by an LMR system. With easy installation and straightforward provisioning of new users, WAVE can easily scale and adapt as needs evolve. Costs are kept predictable with a low monthly subscription, offering reliable and budget-friendly unified communications. This simplified pricing structure consists of a monthly, per-user plan with broadband and LMR interoperability.

WAVE enhances your Critical Connect solution with the following benefits:

- Enables ASTRO 25 to broadband PTT WAVE communications, leveraging the latest broadband LTE and Wi-Fi nationwide coverage to support varying communications needs.
- Eliminates communication barriers between agencies by enabling virtual connections, as communication needs arise.
- On-demand fleet-maps provide flexible communications that adapt to changing needs.
- Critical Connect offers inter-agency group voice communication between ASTRO 25 radios and broadband mobile devices.

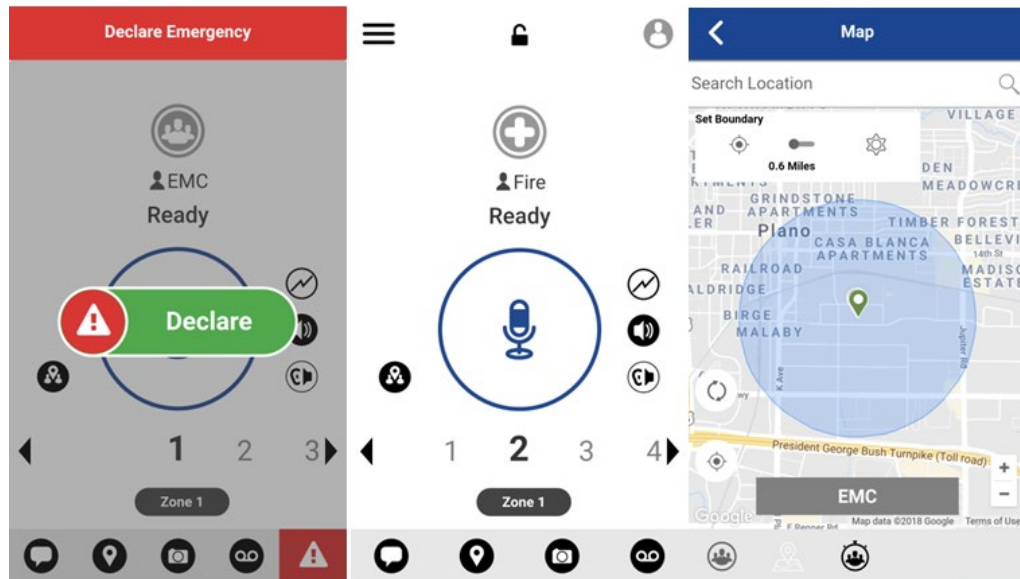
WAVE offers users the following capabilities:

- **Group Call** – Talkgroup participants (including both LMR and WAVE users, WAVE-only users, and LMR-only users) can make group calls using any WAVE application. Users select the talkgroup, push-to-talk, and the talkgroup can hear the speaker's transmission and can reply. Talkgroups and assigned participants are created and managed by the WAVE Central Administration Tool.
- **Individual Private Call** – Make private calls between two WAVE users. A user selects the person they wish to call from a contact list available within the application and can communicate with a simple button press.
- **Text Messaging** – Send and receive group text messages with other WAVE users in a talkgroup.
- **Multimedia Sharing** – Share images or videos from the gallery or directly from the camera. Users can share with other users or a group, and can view received videos and photos, play or save to their device. Users' history saves media to view when they login.
- **Location** – Users can see where WAVE group members are located on a map.
- **Voice Message Pre-Recorded or Record-and-Send** – Users can record a message that can be sent to a group or to a contact. Voice messages can be played back by users at any time.
- **Persistent Threaded History on Client** – Users can see the history of text messages and PTT events for group or private calls even if they log out and log back in. Events that happened while they were logged out will be pushed down to the client so that they are caught up.
- **PTT from Lock Screen** – Users can quickly PTT from a device's lock screen without having to unlock the device or go through the application. This is exclusive to Android devices.
- **Headset Integrations** – Wired or Bluetooth headsets can be used to respond hands-free in any situation.

WAVE users engage with two different, interoperable clients: the WAVE Mobile Client and WAVE Dispatch Client. Each client grants access to enhanced WAVE PTT features, as shown in the following table.



WAVE Mobile Application	WAVE PTT Plus	WAVE Dispatch Application	WAVE Dispatch Plus
PTT (Private and Group Calling)	PTT (Private and Group Calling)	PTT (Private and Group Calling)	PTT (Private and Group Calling)
Presence and Alerts	Presence and Alerts	Presence and Alerts	Presence and Alerts
Secure Messaging and Multimedia	Secure Messaging and Multimedia	Secure Messaging and Multimedia	Secure Messaging and Multimedia
Location & Mapping Services	Location & Mapping Services	Location & Mapping Services	Location & Mapping Services
Administrator and User-managed Contacts/Groups	Administrator and User-managed Contacts/Groups	Administrator and User-managed Contacts/Groups	Administrator and User-managed Contacts/Groups
Integrated Web-based Broadband Dispatch Console	Integrated Web-based Broadband Dispatch Console	Integrated Web-based Broadband Dispatch Console	Integrated Web-based Broadband Dispatch Console
MC Streaming Video	Emergency Services User Check and Monitor Ambient and Discreet Listening Large Talkgroup Size (3000) MC Streaming Video	MC Streaming Video	Emergency Services User Check and Monitor Ambient and Discreet Listening Large Talkgroup Size (3000) Dynamic Area Talkgroups MC Streaming Video

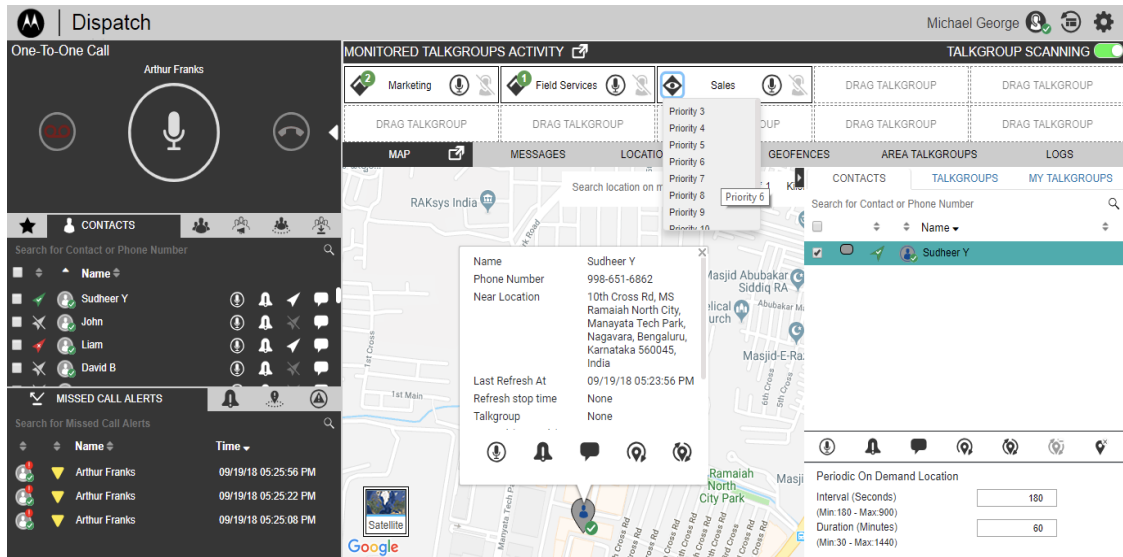


Examples of PTT Call Ready Radio Screen, Active Emergency, and Location Services Screen.



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WAVE is compatible with Android and iOS devices over 3G, 4G, and Wi-Fi networks globally, providing hardware flexibility to fit different customer setups.



An Example of the WAVE Dispatch Screen.

Video Streaming

The WAVE Streaming Video feature allows a WAVE broadband PTT mobile user to push live video with audio to another user, dispatcher, or talkgroup from their device's integrated cameras. The recipients can be any WAVE contact or group assigned to the user that is also capable of receiving video calls. The result is an increase in situational clarity and improvement of awareness, allowing for faster, more accurate communication in the moments that matter.

WAVE ADMINISTRATION PORTAL

WAVE's Central Administration Tool (CAT) helps administrators manage user contacts and talkgroups. The WAVE Administration Portal allows users to manage PTT user profiles and permissions, talkgroups, and external users.

- **PTT Users Management** – Allows users to manage the PTT user profile such as name, email ID, and permission type.
- **Talkgroups Management** – Allows users to manage talkgroups including, assigning avatar, talkgroup scanning, supervisory override, permission to the talkgroup members for call initiation, and receive and in call accessibility. There are three types of talkgroups that users can manage: standard, dispatch, and broadcast groups.
- **External Users Management** – Allows users to manage users external to the corporation.
- **Interop Connections Management** – Allows users to manage the connections between Critical Connect and PTT.
- **User Sets** – Allows users to manage the user sets to PTT Users, Talkgroups, or Integrated Users.



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Name	Facilities	Talkgroup Type	Dispatch	Member
Name	Facilities	Talkgroup Type	Dispatch	Member 53
Name	Field Service	Talkgroup Type	Dispatch	Member 99
Name	Managers	Talkgroup Type	Standard	Member 47
Name	Urgent Response	Talkgroup Type	Dispatch	Member 6
Name	Zone 1	Talkgroup Type	Standard	Member 4
Name	Zone 2	Talkgroup Type	Standard	Member 4
Name	Zone 3	Talkgroup Type	Standard	Member 28

An Example of the WAVE CAT Screen.



STATEMENT OF WORK

1.1. AGREEMENT

This Statement of Work (SOW) is an integral part of the Subscription Services Agreement for Critical Connect Services and WAVE entered into by Motorola Solutions, Inc. and the Customer ("Agreement") and will be governed by the terms and conditions in the Agreement. If there is a conflict between the terms of the Agreement and the terms of this SOW, the terms of this SOW will govern.

1.2. REQUEST FOR FULFILLMENT BY SERVICE DESK

Request Fulfillment is a service available to a Customer with a Critical Connect or WAVE managed by Motorola Solutions as part of a Services package to enable users of Critical Connect or WAVE to request support services. With this Service, Customer or its authorized Critical Connect users ("Users") may request support. The activities needed to fulfill a service request vary depending on the individual request. As part of this Service, Motorola Solutions has established a Service Desk to monitor, escalate, provide dispatch assistance, and, at times, fulfill the service request.

The objectives of Request Fulfillment Service are as follows:

- Provide a mechanism for users of the managed Critical Connect and WAVE Service to request and receive standard services identified and agreed upon by the parties.
- Provide information to Customer and Users about the availability of service and the pre-defined approval and qualification procedure for obtaining them.
- Source and deliver the components of requested standard services.
- Assist with general information or questions.

The Service Desk is responsible for Request Fulfillment and provides a point of communication and coordination for Customer and Users. The goal of the Service Desk is to provide service in accordance with the defined process and restore 'normal service', as defined under the Agreement to the Users as quickly as possible. Restoration of service may involve fulfilling a service request or handling relevant queries about a service process that are needed to allow Critical Connect to return to normal operation.

The Service Desk contributes to an integrated service management approach by achieving the following objectives:

- Answer phone calls regarding Customer or User request and Critical Connect or WAVE issues in accordance with the timeline metrics set forth in the Agreement, if any.
- Respond to phone calls regarding service, Critical Connect, WAVE, and/or security matters.
- Receive and respond to email on matters regarding reported issues or requested services.
- Monitor and receive Customer or User incident tickets.
- Verify, analyze, and validate reported issues.
- Perform initial impact analysis of reported incidents.
- Open, issue or update corresponding incident tickets, as appropriate.
- Escalate to the next level of support within the period of time set forth in the Agreement, if required.



1.2.1. Service Description

The Service Desk is a vitally important part of the Motorola Solutions' Operations Center and is the single point of contact for Users of the Critical Connect or WAVE Service on a day-to-day, 24x7 basis. The Service Desk handles all incidents and service requests, using specialized, proprietary software tools and methodologies to log and manage all such events.

The Service Desk is the implementation point of the Request Fulfillment Service. Request Fulfillment utilizes the following process:

- **Receive Service Request** – Requests are submitted through a pre-defined process agreed upon by Motorola Solutions and Customer in the customer support plan (CSP). The CSP is an integral part of this SOW and once agreed upon by the parties will be automatically incorporated into this SOW.
- **Logging and Validation** – Service Requests are logged with a Service Request record created at the Service Desk with relevant information and a description of the request.
- **Categorization and Prioritization** – Service Requests are categorized by type and nature, and prioritized in relation to other new and existing requests to determine the sequence in which they will be fulfilled. Priority is determined based on severity, level of effort, benefit to the organization and urgency to the requestor.
- **Review and Authorization** – Service Requests are reviewed for categorization, prioritization, and User profiles to determine the correct level of agreed upon authorization. Requests also may have functional and/or financial impacts which are factors considered during authorization.
- **Execution and Closure** – Service Requests are routed to the appropriate fulfillment team. The fulfillment team follows documented procedures for fulfilling the request. Certain requests, such as questions or inquiries, may be completed by the Service Desk, acting as first-line support, while other Service Requests are forwarded to specialist groups and/or suppliers for fulfillment.

1.2.2. Roles and Responsibilities

Motorola Solutions' Responsibilities

- Make available all Service Desk contact options and contact information.
- Develop a CSP unless a plan already exists.
- Respond to requests in accordance with the pre-defined Severity Levels set forth in the CSP.
- Log, validate, categorize and prioritize all received requests.
- Manage and fulfill service requests.

Customer Responsibilities

- Provide all relevant and accurate information requested by Motorola Solutions in order to develop a CSP or modify an existing one.
- Collaborate with Motorola Solutions to document service request and approval process.
- Ensure Users are notified about the request process and required authorizations.
- Contact Motorola Solutions, as necessary, with service requests.
- Ensure appropriate requests are pre-authorized, as required.
- Cooperate with Motorola Solutions and perform all acts and provide all information in a timely manner that is necessary to enable Motorola Solutions to respond to service requests.
- Support closure of request as requested by the Service Desk.
- Obtain any third party consents for Motorola Solutions to provide the Service, if applicable.



1.3. CRITICAL CONNECT AND WAVE TECHNICAL SUPPORT

This SOW introduces the Technical Support service which is part of Service Delivery Management for Critical Connect and/or WAVE.

The objective of Technical Support is to provide administrative support of the Critical Connect and/or WAVE Service.

1.3.1. Service Description

Motorola Solutions' Critical Connect and WAVE Technical Support provides incoming Tier 1 support calls from authorized points of contact from the Customer to help the Customer in supporting issues. Examples of this are Severity 1 or 2 outages due to Critical Connect server software or Critical Connect Operating System issues.

Technical Support is available 8/5/5, Monday through Friday.

1.3.2. Roles and Responsibilities

Motorola Solutions' Responsibilities

- Provide Technical Support 8/5/5, Monday through Friday.
- Receive Technical Support request at the Service Desk and categorize.
- Verify access request for User authenticity and the legitimate right to access the service being requested.
- Define problem based on the following parameters:
 - Critical Connect Server Connection issue.
 - WAVE Service issue.
 - Internet Connectivity verification.
 - Password Reset.
 - Verify with customer the proper functioning of Critical Connect and/or WAVE service based on troubleshooting steps performed.

Customer Responsibilities

- Designate authorized personnel as Administrators.
- Provide Motorola Solutions' Customer Support representatives with the proper information to assist in Tier 1 support issues.
- Verify with Motorola Solutions the proper functioning of Critical Connect based on troubleshooting steps performed.
- Obtain third party consents, as necessary for Motorola Solutions to provide the Service.

1.4. CRITICAL CONNECT ON-SITE INCIDENT MANAGEMENT

Motorola's On-Site Incident Management service is triggered by a dispatch initiated by the Network Operations Center (NOC). It provides incident management and technical service support to enable on-site incident resolution. The service is delivered in conjunction with an On-Site Service Provider. The On-Site Service Provider is responsible for providing on-site support through the On-Site Incident Management process to ensure strict compliance with committed response and resolution times.



1.4.1. Service Description

Once dispatch is issued and received, the servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Customer Support Plan (CSP). Resolution Time Commitments can be found in the negotiated Key Performance Indicators (KPI) located in the CSP.

The NOC will provide support and maintain contact with the on-site Service Provider until system restoral and incident closure occurs. The on-site service provider will be required to provide incident status updates on a predefined basis to allow tracking of incident status.

As part of the service delivery, a detailed On-Site Incident Management Process will be designed and developed according to the Customer's needs and policies. The On-Site Incident Management Process provides the required procedures to ensure standardized methods are used both reactively and proactively to resolve deviations from normal operations.

1.4.2. Scope

On-Site Incident Management service is available 24/7 in accordance with Severity Level Definitions and Response Time Commitments listed in the CSP.

1.4.3. Roles and Responsibilities

Motorola Solutions' Responsibilities

- Respond to dispatch request as required by the On-site Incident Management process.
- Ensure the required service personnel have access to customer sites as needed.
- Servicer will perform the following on-site activities:
 - Run diagnostics on the server or network equipment.
 - Replace defective server or network equipment as required.
 - On-site servicer ensures that faulty server or network equipment is sent for repair with associated Return Merchandise Authorization (RMA).
 - Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment, and any other requirements necessary to perform the maintenance service.
 - If a third-party vendor is needed to restore the system, the Servicer will accompany that vendor onto the Customer's premises as needed.
 - Escalate the incident to the appropriate next level of support upon expiration of defined response times.
 - Notify NOC that the incident is resolved.
 - Notify the Customer of case status as defined by the CSP.
 - Provide On-Site Incident Management activity reports to the Customer if requested.

Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request on-site service.
- Provide Motorola Solutions with the following pre-defined Customer information and preferences for inclusion in the CSP.
 - Case notification preferences and procedure.
 - Repair verification preference and procedure.
 - Escalation procedure forms.
- Submit changes in any information supplied in the CSP to the Service Delivery Manager (SDM).
- Allow Servicers access to facilities and equipment.



- Verify with the NOC that restoration is complete or system is functional if required by repair verification preference provided by the Customer.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide these services.



SUPPORT PLAN

This Statement of Work (SOW) describes the activities required in deploying an Enablement Server (also called Critical Connect WRG gateway) on ASTRO 25 customer premises, connecting Enablement Server to Critical Connect, and connecting Enablement Server to ISGW/ASTRO 25 Core. This SOW is an integral part of the Subscription Services Agreement for Interop Service.

This SOW is an integral part of the Subscription Services Agreement for the Critical Connect and/or WAVE Services entered into by Motorola Solutions, Inc. and Customer ("Agreement") and will be governed by the terms and conditions in the Agreement. If there is a conflict between the terms of the Agreement and the terms of this SOW, the terms of this SOW will govern.

"Customer" means Public Safety Agency with whom Motorola Solutions has the signed, written Agreement with.

2.1. CONTRACT

2.1.1. Contract Award (Milestone)

The Customer and Motorola Solutions execute the Agreement and both parties receive all the necessary documentation.

2.1.2. Contract Administration

Motorola Solutions Responsibilities

- Assign a Project Manager as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Schedule the project kickoff meeting with the Customer.

Customer Responsibilities

- Assign a Project Manager as the single point of contact with authority to make project decisions.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.

Completion Criteria

- Both Motorola Solutions and the Customer assign all required resources.
- Project kickoff meeting is scheduled.

2.2. CONTRACT DOCUMENT REVIEW

2.2.1. Review Contract Document

Motorola Solutions Responsibilities

- Meet with the Customer project team.
- Review SOW, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Establish demarcation points supplied by the Motorola Solutions to define the connection points between the Customer ISGW (ASTRO 25 Core), Enablement Server (WRG) if not existing in



Customer Enterprise Network (CEN) Motorola Solutions'-supplied, and Critical Connect in Motorola Solutions' data center.

- Submit network topology and configuration to the Customer for approval.

Customer Responsibilities

- The Customer's key project team participants attend the meeting.
- Make timely decisions, according to the Service Deployment Project Schedule.

Completion Criteria

- Agreement between Motorola Solutions and Customer on updates to contract documentation and update contract documentation, which may include updated SOW, Project Schedule, Network Topology, and Acceptance Test Plans.

2.3. ORDER PROCESSING

2.3.1. Process Equipment List

Motorola Solutions' Responsibilities

- Validate if Customer has Enablement Server on premises and available for WRG purpose for Interoperability services.
- Applicable if Enablement Server is not available on Customer Premises: Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Create Ship Views, to confirm with the Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

Customer Responsibilities

- Approve shipping location(s).

Completion Criteria

- Motorola Solutions will verify that the Equipment List contains the correct model numbers, version, options, and delivery data.

2.3.2. Install Enablement Server (WRG) Server Equipment

Motorola Solutions Responsibilities

- Motorola Solutions will be responsible for the installation of Enablement Server and associated network equipment where Enablement Server is not available for use for WRG.
- Will interface with the following network connections:
 - ISGW Gateway.
 - External Critical Connect.
- All equipment will be installed employing a standard of workmanship consistent with Motorola Solutions' R56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA)/Transport Canada, and FCC standards and regulations/Industry Canada.



- Receive and inventory all equipment.
- Bond the supplied equipment to the site ground system in accordance with Motorola Solutions' R56 standards.
- Motorola Solutions coordinates the receipt of the equipment with the Customer's designated contact, and inventory all equipment.
- Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.
- Motorola Solutions will perform installation tasks on site as outlined in the Manual Of Procedures (MOP). Please refer to MOP: [Manual of Procedures](#).

Customer Responsibilities

The Customer agrees to provide rack space and power at the Customer site location as part of the deployment of the Critical Connect Service.

Rack & Power Requirements	QTY	R/U	Depth	Power	Plug
HP Server	1	2	48"	15A/Unit	NEMA 5-15p

Additional Rack Unit space may be needed for accommodating MPLS site equipment for backhaul MPLS Internet service.

Additional Customer Responsibilities:

- Provide secure storage for the Motorola Solutions'-provided equipment, at a location central to the site.
- Motorola Solutions coordinates the receipt of the equipment with the Customer's designated contact, and inventory all equipment.
- Provide access to the sites, as necessary.
- Provide adequate electrical power in proper phase and voltage at sites.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.
- Provide site owners/managers with written notice to provide entry to sites identified for Motorola Solutions' personnel.
- Customer is responsible for providing backhaul service for connection between WRG and Motorola Solutions' Critical Connect in Motorola Solutions' Data Center. Minimum 4 Mbps bandwidth required
- Customer is responsible for providing Broadband Devices with Broadband Service and ASTRO 25 Radios for Functional Acceptance Testing.
- Customer is responsible for assigning the Customer representative to witness system acceptance testing.

2.3.3. Motorola Solutions' 24/7 Service Desk

Motorola Solutions Responsibilities

- 24/7 Service Desk will provide centralized remote telephone/email support to PS Agencies for Interoperability services related technical issues.
- Track and coordinate resolution of issues, and timely communication with all stakeholders (Customer AND Motorola Solutions' stakeholders).



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

2.4. ACCEPTANCE TESTING

2.4.1. Perform Functional Testing

Motorola Solutions Responsibilities

- Motorola Solutions will perform Functional Acceptance Testing.

Customer Responsibilities

- Witness the functional Acceptance Testing.

Completion Criteria

Successful completion and Customer approval of the functional testing

The following functional testing will be performed after completing the on-site installation and setup of the Enablement Server, and necessary configuration for Broadband - ASTRO 25 and ASTRO 25 – ASTRO 25 Interoperability. The functional acceptance testing will include the following:

- Initiating PTT group call from Broadband device to ASTRO 25 Radio. The number of Broadband and ASTRO 25 Radios would be minimally three to four devices in a group to demonstrate successful initiation and completion of PTT group call.
- Initiating PTT group call from ASTRO 25 Radio to Broadband device. The number of Broadband and ASTRO 25 Radios would be minimally three to four devices in a group to demonstrate successful initiation and completion of PTT group call.
- Initiating PTT group call from ASTRO 25 Radio to ASTRO 25 Radio for inter-agency LMR - LMR interoperability calling. The number of ASTRO 25 Radios would be minimally three to four devices in a group to demonstrate successful initiation and completion of PTT group call.
- Conduct the test for initiating ASTRO 25 to ASTRO 25 agency call from both sides.

System Acceptance Test Procedures (Milestone)

- Successful demonstration of functional tests outlined above to the Customer and the Customer participating in the testing will constitute successful system acceptance by the Customer. The criteria is 100% passing of above tests and witnessed by the Customer.

Dependencies and Assumptions

- Customer responsibilities are outlined in this SOW above. All Customer responsibilities must be met after the contract signing and prior to start of the installation on the Customer site.
- If any of the Customer responsibilities are not met, start and/or completion of the installation activity and service start date would be delayed.

If extraordinary delay is caused in start and/completion of installation and setup of site equipment is caused because of not meeting of any of the customer responsibilities, modification of implementation schedule will be required.



STATEMENT OF WORK

1.1. AGREEMENT

This Statement of Work (SOW) is an integral part of the Subscription Services Agreement for Critical Connect or WAVE Services and WAVE entered into by Motorola Solutions, Inc. and the Customer (“Agreement”) and will be governed by the terms and conditions in the Agreement. If there is a conflict between the terms of the Agreement and the terms of this SOW, the terms of this SOW will govern.

1.2. REQUEST FOR FULFILLMENT BY SERVICE DESK

Request Fulfillment is a service available to a Customer with a Critical Connect or WAVE managed by Motorola Solutions as part of a Services package to enable users of Critical Connect or WAVE to request support services. With this Service, Customer or its authorized Critical Connect users (“Users”) may request support. The activities needed to fulfill a service request vary depending upon the individual request. As part of this Service, Motorola Solutions has established a Service Desk to monitor, escalate, provide dispatch assistance, and at times fulfill the service request.

The objectives of Request Fulfillment Service are as follows:

- Provide a mechanism for users of the managed Critical Connect and WAVE Service to request and receive standard services identified and agreed upon by the parties.
- Provide information to Customer and Users about the availability of service and the pre-defined approval and qualification procedure for obtaining them.
- Source and deliver the components of requested standard services.
- Assist with general information or questions.

The Service Desk is responsible for Request Fulfillment and provides a point of communication and coordination for Customer and Users. The goal of the Service Desk is to provide service in accordance with the defined process and restore ‘normal service’, as defined under the Agreement to the Users as quickly as possible. Restoration of service may involve fulfilling a service request or handling relevant queries about a service process that are needed to allow Critical Connect or WAVE to return to normal operation.

The Service Desk contributes to an integrated service management approach by achieving the following objectives:

- Answer phone calls regarding Customer or User request and Critical Connect or WAVE issues in accordance with the timeline metrics set forth in the Agreement, if any.
- Respond to phone calls regarding service, Critical Connect, WAVE, and/or security matters.
- Receive and respond to email on matters regarding reported issues or requested services.
- Monitor and receive Customer or User incident tickets.
- Verify, analyze and validate reported issues.
- Perform initial impact analysis of reported incidents.
- Open, issue or update corresponding incident tickets, as appropriate.
- Escalate to the next level of support within the period of time set forth in the Agreement, if required.



1.2.1. Service Description

The Service Desk is a vitally important part of the Motorola Solutions' Operations Center and is the single point of contact for Users of the Critical Connect or WAVE Service on a day-to-day, 24/7 basis. The Service Desk handles all incidents and service requests, using specialized, proprietary software tools and methodologies to log and manage all such events.

The Service Desk is the implementation point of the Request Fulfillment Service. Request Fulfillment utilizes the following process:

- Receive Service Request—Requests are submitted through a pre-defined process agreed upon by Motorola Solutions and Customer in the customer support plan (CSP). The CSP is an integral part of this SOW and once agreed upon by the parties will be automatically incorporated into this SOW.
- Logging and Validation—Service Requests are logged with a Service Request record created at the Service Desk with relevant information and a description of the request.
- Categorization and Prioritization—Service Requests are categorized by type and nature, and prioritized in relation to other new and existing requests to determine the sequence in which they will be fulfilled. Priority is determined based on severity, level of effort, benefit to the organization and urgency to the requestor.
- Review and Authorization—Service Requests are reviewed for categorization, prioritization and User profiles to determine the correct level of agreed upon authorization. Requests also may have functional and/or financial impacts which are factors considered during authorization.
- Execution and Closure—Service Requests are routed to the appropriate fulfillment team. The fulfillment team follows documented procedures for fulfilling the request. Certain requests, such as questions or inquiries, may be completed by the Service Desk, acting as first-line support, while other Service Requests are forwarded to specialist groups and/or suppliers for fulfillment.

1.2.2. Roles and Responsibilities

Motorola Solutions' Responsibilities

- Make available all Service Desk contact options and contact information.
- Develop a CSP unless a plan already exists.
- Respond to requests in accordance with the pre-defined Severity Levels set forth in the CSP.
- Log, validate, categorize and prioritize all received requests.
- Manage and fulfill service requests.

Customer Responsibilities

- Provide all relevant and accurate information requested by Motorola Solutions in order to develop a CSP or modify an existing one.
- Collaborate with Motorola Solutions to document service request and approval process.
- Ensure Users are notified about the request process and required authorizations.
- Contact Motorola Solutions, as necessary, with service requests.
- Ensure appropriate requests are pre-authorized, as required.
- Cooperate with Motorola Solutions and perform all acts and provide all information in a timely manner that is necessary to enable Motorola Solutions to respond to service requests.
- Support closure of request as requested by the Service Desk.
- Obtain any third party consents for Motorola Solutions to provide the Service, if applicable.



1.3. CRITICAL CONNECT AND WAVE TECHNICAL SUPPORT

This SOW introduces the Technical Support service which is part of Service Delivery Management for Critical Connect and/or WAVE.

The objective of Technical Support is to provide administrative support of the Critical Connect and/or WAVE Service.

1.3.1. Service Description

Motorola Solutions' Critical Connect and WAVE Technical Support provides incoming Tier 1 support calls from authorized points of contact from the Customer to help the Customer in supporting issues. Examples of this are Severity 1 or 2 outages due to Critical Connect server software or Critical Connect Operating System issues.

Technical Support is available 8/5/5, Monday through Friday.

1.3.2. Roles and Responsibilities

Motorola Solutions' Responsibilities

- Provide Technical Support 8/5/5, Monday through Friday.
- Receive Technical Support request at the Service Desk and categorize.
- Verify access request for User authenticity and the legitimate right to access the service being requested.
- Define problem based on the following parameters:
 - Critical Connect Server Connection issue.
 - WAVE Service issue.
 - Internet Connectivity verification.
 - Password Reset.
 - Verify with customer the proper functioning of Critical Connect and/or WAVE service based on troubleshooting steps performed.

Customer Responsibilities

- Designate authorized personnel as Administrators.
- Provide Motorola Solutions' Customer Support representatives with the proper information to assist in Tier 1 support issues.
- Verify with Motorola Solutions the proper functioning of Critical Connect and/or WAVE service based on troubleshooting steps performed.
- Obtain third party consents, as necessary for Motorola Solutions to provide the Service.



SUPPORT PLAN

This Statement of Work (SOW) is an integral part of the Subscription Services Agreement for the Critical Connect and/or WAVE Services entered into by Motorola Solutions, Inc. and Customer ("Agreement") and will be governed by the terms and conditions in the Agreement. If there is a conflict between the terms of the Agreement and the terms of this SOW, the terms of this SOW will govern.

"Customer" means Public Safety Agency with whom Motorola Solutions has the signed, written Agreement with.

2.1. CONTRACT

2.1.1. Contract Award (Milestone)

The Customer and Motorola Solutions execute the Agreement and both parties receive all the necessary documentation.

Completion Criteria

Agreement between Motorola Solutions and the Customer on updates to contract documentation and update contract documentation, which may include updated SOW, and Project Schedule.

2.2. ORDER PROCESSING

2.2.1. Process WAVE Provisioning

Motorola Solutions Responsibilities

- Provision WAVE Service and provide admin access to Central Admin Tool.

Customer Responsibilities

- Provide a list of authorized WAVE users, phone numbers, and email addresses.

Completion Criteria

- Customer able to log into WAVE application.
- Customer administrators able to log into WAVE Central Admin Tool.

2.3. MOTOROLA SOLUTIONS' 24/7 SERVICE DESK

Motorola Solutions Responsibilities

- 24/7 Service Desk will provide centralized remote telephone/email support to PS Agencies for Interoperability services-related technical issues.
- Track and coordinate resolution of issues, and timely communication with all stakeholders (Customer AND Motorola Solutions' stakeholders).



SUBSCRIPTION SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola Solutions") and _____ ("Customer") enter into this Subscription Services Agreement ("Agreement") pursuant to which Customer will purchase and Motorola Solutions will sell a subscription to access the subscription services described below. Motorola Solutions and Customer may be referred to individually as a "Party" and collectively as the "Parties."

The terms of the Agreement, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents will govern the products and services offered pursuant to this Agreement. To the extent there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the applicable Incorporated Documents, the Incorporated Documents take precedence.

1 DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Agreement.

"Administrator" means Customer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Customer's Users.

"Anonymized" means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

"Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

"Customer Data" means Native Data provided by Customer to Motorola Solutions hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola Solutions.

"Deliverables" means all written information (such as reports, analytics, Solution Data, specifications, designs, plans, drawings, or other technical or business information) that Motorola Solutions prepares for Customer in the performance of the Services and is obligated to provide to Customer pursuant to the applicable Statement of Work. The Deliverables, if any, are more fully described in the Statement of Work.

"Documentation" means the technical materials provided by Motorola Solutions to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.



“Effective Date” means the date of the last signature on this Agreement, unless access to the Subscription Service occurs later, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.

“Feedback” means comments or information, in oral or written form, given to Motorola Solutions by Customer, in connection with or relating to the Solution and Subscription Services.

“Force Majeure” which means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Licensed Product” means 1) Software, whether hosted or installed at Customer’s site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

“Native Data” means data that is created solely by Customer or its agents.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

“Software” means the Motorola Solutions owned or licensed off-the-shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

“Solution” means collectively, the Software, servers and any other hardware or equipment operated by Motorola Solutions and used in conjunction with the Subscription Services.

“Solution Data” means Customer Data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola Solutions, its vendors or other data sources and data that has been manipulated or retrieved using Motorola Solutions know-how to produce value-added content that is made available to Customer with the Solution and Subscription Services.

“Statement of Work” If included, the Statement of Work (“SOW”) describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola Solutions will provide to Customer under this Agreement, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

“Subscription Services” means those subscription services to be provided by Motorola Solutions to Customer under this Agreement, the nature and scope of which are more fully described in the Documentation, proposal, SOW, or other Solution materials provided by Motorola Solutions, as applicable.

“Users” means Customer’s authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.



2 SCOPE

2.1 **Subscription Services.** Motorola Solutions will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola Solutions will allow Customer to use the Solution described in the Statement of Work, Documentation, proposal, or other Solution materials provided by Motorola Solutions ("Incorporated Document(s)"), as applicable. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be set forth in an Addendum. In the event of a conflict between an Addendum and the body of the Agreement, the Addendum will govern resolution of the conflict. Motorola Solutions and Customer will perform their respective responsibilities as described in this Agreement and any applicable Incorporated Documents.

2.2 **Changes.** Customer may request changes to the Services. If Motorola Solutions agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services.

2.3 **Non-solicitation.** During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola Solutions personnel who is involved directly with providing any of the Services.

3 TERM

3.1 **Term.** Unless a different Term is set forth in an applicable Addendum or the Incorporated Documents, the Term of this Agreement begins on the Effective Date and continues for twelve (12) months. The Agreement renews annually on the anniversary of the Effective Date, unless either Party notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date or until termination by either Party in accordance with the Termination section of this Agreement.

3.2 **Minimum Initial Term.** For certain Subscription Services, a minimum initial term greater than one year may be required ("Minimum Initial Term"). Following the Minimum Initial Term, this Agreement will automatically renew upon each anniversary of the Effective Date for a successive renewal term of the same duration as the Minimum Initial Term, unless either Party: 1) notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date; 2) requests an alternate term; or 3) terminates in accordance with the termination provision in the Agreement, including non-payment of fees for the renewal period by the anniversary date.

3.3 **Renewals.** The terms and conditions of the Agreement and will govern any renewal periods.

4 CUSTOMER OBLIGATIONS. Customer will fulfill all of its obligations in this Agreement, including applicable addendums and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent Motorola Solutions from performing its responsibilities.

4.1 **Access.** To enable Motorola Solutions to perform the Subscription Services, Customer will provide to Motorola Solutions reasonable access to relevant Customer information, personnel, systems, and office space when Motorola Solutions' employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Subscription Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

4.2 **Customer Information.** If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola Solutions concerning the



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Subscription Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola Solutions to perform the Subscription Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola Solutions may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.3 Risk of Loss. If any portion of the Solution resides on Customer premises or is under Customer's control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola Solutions' instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola Solutions or its agent or returned by Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

4.4 Equipment Title. Unless Customer is purchasing equipment pursuant to the terms in the Addendum entitled "Equipment Purchase" and unless stated differently in this Agreement or in the Incorporated Documents, title to any equipment provided to Customer in connection with the Subscription Services remains vested in Motorola Solutions at all times. Any sale of equipment pursuant to this Agreement will be governed by the terms and conditions set forth in the Equipment Purchase Addendum.

4.5 Enable Users. Customer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the Incorporated Documents, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Agreement prior to allowing Users to access or use Subscription Services.

4.6 Non-preclusion. If, as a result of the Subscription Services performed under this Agreement, Motorola Solutions recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola Solutions from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

5 SUBSCRIPTION FEES

5.1 Recurring Fees. Unless stated differently in an applicable addendum, Incorporated Documents or otherwise arranged in writing with Motorola Solutions, Services will be provided in exchange for annual pre-paid Subscription Fees. Motorola Solutions will submit an invoice for the first year of subscription fees on the Effective Date. On each anniversary of the Effective Date, Motorola Solutions will issue an invoice for the annual subscription fees for the following year.

5.2 Start Up Fees. Start up fees apply to certain Subscription Services. If the Subscription Service includes start up fees, Motorola Solutions will submit an invoice for the start up fees on the Effective Date.

5.3 Fee Change. Motorola Solutions reserves the right to change the subscription fees at the end of each Subscription Services Term. Except for any payment that is due on the Effective Date, Customer will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Motorola Solutions reserves the right to terminate Service for non-payment of fees.

5.4 No Price Guarantee. Notwithstanding any language to the contrary, the pricing and fees associated with this Agreement will not be subject to any most favored pricing commitment or other similar low price guarantees.



6.5 **Taxes.** The Subscription Fees and start up fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer, except as exempt by law. If Motorola Solutions is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola Solutions the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola Solutions will be solely responsible for reporting taxes on its income or net worth.

6 ACCEPTANCE; SCHEDULE; FORCE MAJEURE

6.1 **Acceptance.** The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Customer. If usernames, passwords, or other validation method have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

6.2 **Schedule.** All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a commercially reasonable time period.

6.3 **Force Majeure.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

7 LIMITED LICENSE

7.1 **Licensed Products.** Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola Solutions that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Agreement. If Software is subject to a click wrap, end-user license agreement or is otherwise packaged with or subject to a separate end-user license, such license will apply to the use of Software and Licensed Product.

7.2 **Proprietary Rights.** Regardless of any contrary provision in the Agreement, Motorola Solutions or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola Solutions in connection with providing Services to Customer remain vested exclusively in Motorola Solutions, and this Agreement does not grant to Customer any shared development rights of intellectual property. No custom development work is to be performed under this Agreement.



8 DATA AND FEEDBACK

8.1 **Solution Data.** To the extent permitted by law, Motorola Solutions, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola Solutions grants Customer a personal, royalty-free, non-exclusive license to: (i) access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.

8.2 **Customer Data.** To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola Solutions and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Solutions Customers and end-users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola Solutions a license to sell an Anonymized version of Customer Data for any purpose.

8.3 **Feedback.** Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola Solutions. Motorola Solutions is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola Solutions' receipt of the Feedback does not imply or create recognition by Motorola Solutions of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola Solutions that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola Solutions and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola Solutions.

9 WARRANTY

9.1 **"AS IS".** THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola Solutions to Customer (collectively, "Recommendations"). Motorola Solutions makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

9.2 **Availability and Accuracy.** Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola Solutions' control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola Solutions does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola Solutions has provided such guarantee.

9.3 **Equipment Sale.** Warranty for any equipment sold pursuant to this Agreement will be set forth in Equipment Purchase Addendum.

10 DISCLAIMERS

10.1 **Existing Equipment and Software.** If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.

10.2 **Privacy.** Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola Solutions will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola Solutions nor Customer can provide any assurance of individual privacy in connection with the Solution. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola Solutions harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola Solutions for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola Solutions gives Customer prompt, written notice of any such claim or suit. Motorola Solutions shall cooperate with Customer in its defense or settlement of such claim or suit.

10.3 **Social Media.** If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola Solutions nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola Solutions harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola Solutions for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola Solutions gives Customer prompt, written notice of any such claim or suit. Motorola Solutions shall cooperate with Customer in its defense or settlement of such claim or suit.

10.4 **Misuse.** Motorola Solutions reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

11 LIMITATION OF LIABILITY

11.1 **Liability Limit.** Except for personal injury or death, Motorola Solutions' total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Subscription Services provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA SOLUTIONS WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF THE SUBSCRIPTION SERVICES BY MOTOROLA SOLUTIONS. This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

11.2 Additional Disclaimers. MOTOROLA SOLUTIONS DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE DISCOVERED BY MOTOROLA SOLUTIONS; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT, AND THE INFORMATION AND DATA, INCLUDING, BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING, AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

11.3 Essential term. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

12 DEFAULT AND TERMINATION

12.1 Default By a Party. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written, detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola Solutions may stop work on the project until it approves the Customer's cure plan.

12.2 Failure to Cure. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola Solutions reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola Solutions with detailed invoices substantiating the charges.

12.3 No Refund. If a subscription is terminated for any reason prior to the end of the Subscription Services Term or other subscription period set forth in the Incorporated Documents or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

12.4 Cancellation Fee. If an Initial Minimum Term applies and Customer terminates prior to the end of the Initial Minimum Term, Customer will be required to pay a cancellation fee of up to the remaining balance of subscription fees for the Initial Minimum Term.





12.5 **Return of Discount.** If Customer is afforded a discount in exchange for a term commitment longer than one year, early termination will result in an early termination fee, representing a return of the discount off of list price.

12.6 **Return Confidential Information.** Upon termination or expiration of the Agreement, Customer will return or certify the destruction of all Confidential Information and Solution Data.

12.7 **Connection Terminated.** Certain Subscription Services require a connection to Customer systems to access Customer Data (e.g. predictive or analytic services). Upon termination, connection to relevant data sources will be disconnected and Motorola Solutions will no longer extract any Customer Data.

12.8 **Equipment Return.** Any equipment provided by Motorola Solutions for use with the Subscription Services, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned within this time frame, Motorola Solutions reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

12.9 **Five Year Term.** Motorola Solutions provides equipment for use in connection with certain Subscription Services. Upon expiration and non-renewal of a five (5) year subscription Term, Title to the equipment will automatically transfer to Customer upon the subscription expiration date.

13 DISPUTES

13.1 **Settlement.** The parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

13.2 **Litigation.** A Party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

14. Security

14.1 **Industry Standard.** Motorola Solutions will maintain industry standard security measures to protect the Solution from intrusion, breach, or corruption. During the term of Agreement, if the Solution enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy ("CJIS"), Motorola Solutions will provide and comply with a CJIS Security Addendum. Any additional Security measure desired by Customer may be available for an additional fee.

14.2 **Background checks.** Motorola Solutions will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

14.3 **Customer Security Measures.** Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are



outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola Solutions disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola Solutions further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. Motorola Solutions reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola Solutions' own security measures.

14.4 Breach Response Plan. Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

15 CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

15.1 CONFIDENTIAL INFORMATION

15.1.1. Treatment of Confidential Information. During the term of this Agreement, the parties may provide each other with Confidential Information. Licensed Products and all Deliverables will be deemed to be Motorola Solutions' Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement or pursuant to the license granted immediately below.

15.1.2. Ownership of Confidential Information. The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Agreement.

15.2 PRESERVATION OF PROPRIETARY RIGHTS

15.2.1. Proprietary Solution. Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola Solutions or its third party licensors and contain valuable trade secrets. In accordance with this Agreement, Customer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

15.2.2. Ownership. Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola Solutions owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola Solutions' request and expense, Customer will execute all papers and provide reasonable assistance to Motorola Solutions to enable Motorola Solutions to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a Party concerning



its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

15.3 Remedies. Because Licensed Products contain valuable trade secrets and proprietary information of Motorola Solutions, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola Solutions for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Agreement to the contrary, Motorola Solutions reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola Solutions' Property Rights, or the unauthorized use of Motorola Solutions' Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative.

16 GENERAL

16.1 **Future Regulatory Requirements.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

16.2 **Compliance with Applicable Laws.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola Solutions' prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola Solutions, and Customer warrants and represents to Motorola Solutions that Customer has all rights necessary to provide such Customer Data to Motorola Solutions for the uses as contemplated hereunder. Customer shall obtain at its expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Agreement. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola Solutions from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

16.3 **Audit.** Motorola Solutions reserves the right to monitor and audit use of the Subscription Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

16.4 **Assignability.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola Solutions may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola Solutions separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola Solutions may, without the prior written consent of the other Party and at no additional cost to Motorola Solutions, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola Solutions and its affiliates, to the extent applicable) following the Separation Event. Motorola Solutions may subcontract any of the work, but subcontracting will not relieve Motorola Solutions of its duties under this Agreement.

16.5 **Subcontracting.** Motorola Solutions may subcontract any portion of the Subscription Services without prior notice or consent of Customer.



16.6 **Waiver.** Failure or delay by either Party to exercise a right or power will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.7 **Severability.** If a court of competent jurisdiction renders any part of this Agreement invalid or otherwise unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.8 **Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.9 **Headings.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.10 **Governing Law.** This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Illinois.

16.11 **Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

16.12 **Authority to Execute Agreement.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.13 **Return of Equipment.** Upon termination of the contract for any reason, Customer shall return to Motorola Solutions all equipment delivered to Customer, if any.

16.14 **Survival of Terms.** The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11 (Limitation of Liability); Section 12 (Default and Termination); Section 13 (Disputes); Section 15 (Confidential Information and Proprietary Rights); and all General provisions in Section 16.

16.15 **ENTIRE AGREEMENT.** This Agreement and any Incorporated Documents or related attachments constitute the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.





In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

CUSTOMER

MOTOROLA SOLUTIONS, INC.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BILL TO ADDRESS:

SHIP TO ADDRESS:

Name: _____

Name: _____

Address: _____

Address: _____

Address: _____

Address: _____

Phone #: _____

Phone #: _____

Email: _____

Note: Invoices will be emailed to this address.

FINAL DESTINATION:

Name: _____

Address: _____

Address: _____

Phone #: _____



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

**EXHIBIT A
MOTOROLA SOLUTIONS SOFTWARE LICENSE AGREEMENT**

This Exhibit A Motorola Solutions Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola Solutions"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

1. DEFINITIONS

1.1. **"Designated Products"** means products provided by Motorola Solutions to Licensee with which or for which the Software and Documentation is licensed for use.

1.2. **"Documentation"** means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3. **"Open Source Software"** means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4. **"Open Source Software License"** means the terms or conditions under which the Open Source Software is licensed.

1.5. **"Primary Agreement"** means the Addendum to which this exhibit is attached.

1.6. **"Security Vulnerability"** means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7. **"Software"** (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola Solutions; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

2. SCOPE

Motorola Solutions and Licensee enter into this Agreement in connection with Motorola Solutions' delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola Solutions is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

3. GRANT OF LICENSE

3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola Solutions grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola Solutions' copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.



3.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola Solutions will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found)

4. LIMITATIONS ON USE

4.1 Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2 Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola Solutions' proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3 Unless otherwise authorized by Motorola Solutions in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola Solutions of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola Solutions at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola Solutions or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola Solutions is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola Solutions and the Auditor will be kept in strict confidence by Motorola Solutions and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.



5. OWNERSHIP AND TITLE

Motorola Solutions, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola Solutions or another party, or any improvements that result from Motorola Solutions' processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola Solutions in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola Solutions, and Licensee will not have any shared development or other intellectual property rights.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola Solutions' shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola Solutions warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola Solutions solely with reference to the Documentation. Motorola Solutions does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola Solutions makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola Solutions.

6.2 Motorola Solutions' sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola Solutions cannot correct the defect within a reasonable time, then at Motorola Solutions' option, Motorola Solutions will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3 Warranty claims are described in the Primary Agreement.

6.4 The express warranties set forth in this Section 6 are in lieu of, and Motorola Solutions disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola Solutions knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola Solutions disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola Solutions' prior written consent. Motorola Solutions' consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola Solutions' radio products and Licensee transfers ownership of the Motorola Solutions radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Solutions' FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola Solutions upon request, obligating the transferee to be bound by this Agreement.

8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola Solutions, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola Solutions.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola Solutions that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola Solutions or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola Solutions made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola Solutions for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola Solutions may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

9. COMMERCIAL COMPUTER SOFTWARE

9.1 This Section 9 only applies to U.S. Government end-users. The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end-users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end-users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end-user an enforceable end-user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola Solutions software to any third party nor permit any party to do so.

10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola Solutions' valuable proprietary and Confidential Information and are Motorola Solutions' trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

11. LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Equipment Sale Addendum.

12. GENERAL

12.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

12.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola Solutions and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

12.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola Solutions may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

12.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

12.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola Solutions and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

12.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

12.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

12.8. **SECURITY.** Motorola Solutions uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola Solutions will take the steps set forth in Section 6 of this Agreement.



CRITICAL CONNECT AND WAVE ADDENDUM

1. SERVICE PAYMENT REQUIREMENTS

The subscription service term for the Critical Connect and WAVE service is three (3) years ("Term"). At the end of the Term, the subscription service will renew automatically for an additional three (3) year renewal Term unless terminated in accordance with the Agreement.

Customer will pre-pay for services on a monthly basis. Payment is due on the first of each month for subscription services to be provided that month. Customer may elect to pre-pay for the entire year of service if they choose.

If payment is not received within 30 days of invoice, Motorola Solutions reserves the right to deactivate service.

2. CANCELLATION FEES

If Customer terminates the Agreement prior to the end of a three year term, Customer will be obligated to pay a cancellation fee up to fifty percent (50%) of the remaining three (3) year term at list price.

3. EQUIPMENT OWNERSHIP

Equipment installed on-premise through the setup fee is owned by Customer. As part of the subscription service, Motorola Solutions will require access to the necessary equipment to maintain service through software upgrades and provisioning.

4. SERVICE TIER UPGRADES AND DOWNGRADES

The Customer can upgrade the service to higher tiers or downgrade to a lower tier. Additionally, the Customer can stack multiple tiers together (additional setup fees may be required if upgrading to higher capacity levels). When the Customer performs a tier upgrade or downgrade, the service term will be reset and a new three (3) year Term will commence.

5. PORT RESTRICTIONS

The Motorola Solutions on-premise gateway utilizes an ISSI connection and port. This connection is to be used only by the Motorola Solutions on-premise gateway in accordance with this service. Use of this ISSI connection and port with any other non-approved gateway is a violation of this Agreement and will result in immediate charge of the ISSI CAPEX list price rate.

6. HARDWARE UPGRADES

Hosted hardware owned by Motorola Solutions for this service and as defined in the Scope of Work will be upgraded as needed to enable the Service.

7. CALEA

When connecting to carrier-integrated Mission Critical PTT solutions, carriers must follow CALEA requirements. Motorola Solutions carrier-integrated platforms are fully compliant with CALEA.

8. MAINTENANCE

Scheduled maintenance of the Critical Connect Solution will be performed periodically. Motorola Solutions will make commercially reasonable efforts to notify customers a week in advance. Unscheduled and emergency maintenance may be required from time to time. Motorola Solutions will make commercially reasonable efforts to notify customers of unscheduled or emergency maintenance 24 hours in advance.



APX NEXT RADIO SOLUTIONS

Overview

APX NEXT is Motorola Solutions' next-generation P25 platform purpose-built for first responders to access and act on information while maintaining focus in critical situations. Across all aspects of the radio experience—deployment, operation, maintenance, and evolution—APX NEXT brings critical advancements to usability and performance. Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT extends future-ready performance, applications, and full interoperability to the field and control room to transform accurate data into smarter action.

Key benefits of the APX NEXT include the following:

- **SmartTouch Experience** – Easier operation centered around a redefined 3.6” impact resistant touch display and shallow menu hierarchy. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps users find the information they need without pause or distraction.
- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables for reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved by Motorola Solutions' APX platform radios.
- **Easy Fleet Management** – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.
- **Secure Communications** – Hardened End-to-End security allows only authorized units in the system to listen to transmissions. Real-time security provides seamless protection from the device and data in transit to the cloud and the LMR system

Evolving with Applications Services

APX NEXT Application Services enhance device capabilities and improve user experience. These applications are subscription-based offerings for easier optimization and scaling to meet evolving needs.

SmartMessaging

The SmartMessaging application allows APX NEXT users to seamlessly and discreetly share multimedia communications over a Broadband connection, offloading traffic from mission-critical LMR networks while enhancing public safety capabilities. From the APX NEXT home screen, users can send more detailed multimedia messages, with image, video, or audio file attachments, to enhance situational awareness and improve response success. An enhanced search and history functionality is available for users to easily access previous messages by name, content, and time range, helping them find specific information when needed.

SmartLocate

The SmartLocate application provides dispatchers with accurate location data over a broadband network, enabling better tracking of field personnel and improved situational awareness. By using the broadband network and CommandCentral Aware integration, SmartLocate can quickly send GPS coordinate updates



and location information from the field to dispatchers to create a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and efficiently dispatch available units with confidence that resources are allocated where necessary. Access to CommandCentral Aware is not included with a SmartLocate subscription.

SmartProgramming

Leveraging DMS and RadioCentral provisioning capabilities, the SmartProgramming application allows APX NEXT radios to be updated anywhere within an agency's local LTE network coverage area. APX NEXT devices no longer need to be tied to a computer via USB cable, limited to WiFi network coverage, or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX NEXT device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral devices in minutes.

SmartMapping

The SmartMapping application provides precise and accessible location information for field users on APX NEXT's modernized map interface, improving situational awareness and informing response. Users can see their own location and the location/status of other officers at a glance and immediately tap to communicate with these personnel. SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT radio's home screen to best support users wherever the mission takes them.



Financing proposal for: City of Beaumont, CA

Communications System Financing Proposal

Motorola Solutions Credit Company LLC is pleased to submit the following proposal for the financing of your Motorola Communications solution in accordance with the terms and conditions outlined below:

Transaction Type: Municipal Lease-Purchase Agreement

Lessor: Motorola Solutions, Inc. (or its Assignee)

Lessee: **City of Beaumont, CA**
Two year first payment deferral

Amount: \$620,352.63

Down Payment: \$0.00

Balance to Finance: \$620,352.63

Equipment: As per the Motorola equipment proposal.

Title: Title to the equipment will vest with the Lessee.

Insurance: Lessee will be responsible to insure the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	<u>Option One</u>	<u>Option Two</u>	<u>Option Three</u>	<u>Option Four</u>	<u>Option Five</u>
Lease Term:	Five Years	Seven Years	Three Years	Four Years	Six Years
Payment Frequency:	Annual	Annual	Annual	Annual	Annual
Payment Structure:	Arrears	Arrears	Arrears	Arrears	Arrears
Lease Rate:	2.79%	3.09%	2.69%	2.74%	2.95%
Lease Factor:	0.275146	0.190870	0.534259	0.361403	0.224475
Lease Payment:	\$170,687.54 4 payments	\$118,406.71 6 payments	\$331,428.98 2 payments	\$224,197.30 3 payments	\$139,253.66 5 payments
Payment Commencement:	First payment due two years after contract execution, then annually thereafter.				

Expiration: This above lease rates and factors are valid for all leases commenced by 10/15/2021

Qualifications: Receipt of a properly executed documentation package.

Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last years audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final Motorola credit committee approval. This quote is based on the general level of interest rates, primarily U.S. Treasury Bills of like term maturity. Any movement in those rates in excess of 10 basis points will result in the revision of this quote.

LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE. THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE

Documentation: Municipal Equipment Lease Purchase Agreement
 Opinion of Counsel
 Schedule A / Equipment List
 Schedule B / Amortization Schedule
 8038G
 UCC-1
 Certificate of Incumbency
 Statement of Essential Use/Source of Funds
 Evidence of Insurance or Statement of Self Insurance
 Resolution from governing body authorizing the execution of the Lease

Please feel free to contact me if there are any questions or if an alternate structuring is required.

Regards,
 Bill Stancik
 Motorola Customer Financing
 847-538-4531

APX NEXT

A close-up, profile view of a man with a beard and short hair, looking intently to the left. He is wearing a dark blue police uniform with an American flag patch on the chest and a Motorola APX radio. The background is blurred with red and blue lights, suggesting an emergency scene.

**PROTECT YOUR FOCUS
IN THE MOMENTS
THAT MATTER**

DESIGNED WITH PUBLIC SAFETY, FOR PUBLIC SAFETY

“ We initially started doing a lot of the voice of the customer sessions with Motorola Solutions. That segued into a more hands-on and more involved approach with them taking our genuine feedback into product iterations and future development to figure out exactly what public safety wanted in their overall design process. We really started to take a path where we could advise them.”

George Barlow Brown, IT Manager – Real Time Crime Center, New Orleans



APX NEXT

IN PUBLIC SAFETY – IN THE FIELD, THE RADIO SHOP, OR DISPATCH – FOCUS IS YOUR GREATEST RESOURCE. A SPLIT SECOND CAN MAKE A CRITICAL DIFFERENCE – WHETHER FACED WITH A LIFE-OR-DEATH SITUATION OR WITH STANDARD DAY-TO-DAY OPERATIONS.

When you have focus, you're zeroed in on what matters. When you don't, all your advantages—talent, training, teamwork—are wasted.

But as change accelerates, focus is constantly under threat. Countless people and situations vie for it. Information that's hard to process undermines it. Interfaces that are hard to use erode it. Precious time is wasted. What should be powerful capabilities, become distractions.

Having the right technology to cut through the "noise" is vital to ensuring public safety personnel stay safe and focused on the job at hand. That technology is your radio.

We worked alongside responders, dispatchers, and technicians to design a device that's radically smarter and more intuitive. The result is APX NEXT™—a radio that enables public safety personnel to stay focused and safe when it matters most.

APX NEXT

“When I had the new radio in my hand, it changed the whole dynamic of what I would expect on the next generation. The ergonomics of the configuration – I had better movement just because of the design.”

Kelly Hembach, Director of Security –
Cheney Public Schools



PURPOSE-BUILT, MISSION-CRITICAL DEVICE

ON ANY GIVEN DAY, PUBLIC SAFETY PERSONNEL COME FACE-TO-FACE WITH SITUATIONS THAT ARE VOLATILE AND CHAOTIC.

During these high-stress and sometimes dire circumstances, being able to call for help can be the difference between life and death. Your radio is your lifeline. APX NEXT is our next step in advancing it. A radio that works when you need it, without distraction or doubt.

BUILT ULTRA-RUGGED, INSIDE AND OUT

- FirstNet Ready™ and designed to military standards for intrinsic ruggedness.
- Alloy endoskeleton maintains the integrity of the radio, even if the housing is damaged.

CLEARLY BETTER AUDIO

- Dual-sided Adaptive Audio noise suppression tames unpredictable background noise.
- Two new digital microphones enable personnel to hear and be heard in any situation or environment.
- A high acoustic overload point and audio leveling on receive allows users to focus on their transmissions without needing to worry about audio level inputs distorting transmissions.
- Bringing this audio experience to your shoulder is the new XV Remote Speaker Microphone.

LONG-LASTING BATTERY LIFE

- Highest energy density technology packs the most talk time in the smallest battery package yet.



NATURAL USER INTERFACE

FOR TECHNOLOGY TO REALLY BE THERE WHEN YOU NEED IT, IT HAS TO BE MORE THAN JUST OPERATIONAL – IT NEEDS TO BE EFFORTLESS TO USE IN EVEN THE MOST CHAOTIC SITUATIONS.

APX NEXT is designed for effortless usability when everything is on the line. Every interaction is simple, fast and logical within the user interface so you can stay focused on what matters – your mission and your safety.

RUGGEDIZED TOUCHSCREEN

- Ultra-rugged, mission-critical toughened glass touchscreen supported from underneath by a rigid stainless steel plate is designed for all-weather use, with a transfective display for indoor and outdoor readability.
- Heavy-duty digitizer recognizes touches even through gloves, while rejecting false touches from the elements.

HIGH VELOCITY DESIGN

- Large, intuitive knobs and buttons are easily distinguishable by touch and designed to minimize accidental activations.
- Shallow menu structure – with a maximum menu depth of three – speeds up navigation.

ViQi

- Voice controls enable radio operation using more than 85 natural language commands – helping maintain eyes-up awareness.
- ViQi button allows for quick access to voice controls – enabling officers to perform 14 actions including changing channels and adjusting volume without breaking focus.

” In public safety, you’re always using your hands. As a police officer, you may have your gun drawn on a suspect. As a paramedic, you may be doing CPR. As a firefighter, you have a hose in your hand or you’re crawling through a fire. The less you have to use your hands on your radio, the more you can stay focused. Being able to use a hands-free device or digital assistant lets you concentrate on the work at hand.”

Adam Brickeen, Communications Chief and IT Security Chief – Real Time Crime Center, New Orleans

” The radio programming capability will give me back nearly a month of time. But, most importantly, it will help the officers. They need to be back on the street and this will do that.”

Ivan Perez, Jr., Radio System Administrator – Prince William County

STREAMLINED OWNERSHIP EXPERIENCE

BEHIND FIRST RESPONDERS, STANDS A TEAM WORKING TO KEEP THEM SAFE – FROM TECHNICIANS TO IT STAFF TO NETWORK ENGINEERS.

For public safety personnel – every second counts and time is a critical asset. APX NEXT gives you back time with its streamlined ownership experience – so your valuable resources stay focused and ready.

RADIOCENTRAL

- Centralized programming provides flexible, efficient control for all of your radios while streamlining routine tasks.
- Cloud-based radio management enables devices to be programmed without ever handling them – so you can send them directly to your team.

SMARTPROGRAMMING

- Radio updates are immediately implemented over broadband LTE – so your devices stay in the field.

MANAGED AND SUPPORT SERVICES

- Three different service tiers let you choose the level of support that’s right for your organization.
- Technical support and system operations management keep your system at peak performance, keeping up with new enhancements and reducing risk.



MOBILE ACCESS TO INTELLIGENCE

WHEN YOU'RE IN THE FIELD, YOU NEED ACCESS TO INFORMATION – FAST.

With APX NEXT, we're bringing new intelligence to the field and directly into your hands with mission-critical applications built exclusively for public safety.

ViQi

- Simple audio prompts and public-safety specific terminology enables you to use your voice to access critical information including database searches and license plate checks.
- Secure cloud service contains speech-to-text, query and text-to-speech capabilities – for fast, secure and eyes-up intelligence.

SMARTCONNECT

- Automatic switching between P25 and broadband LTE maintains voice communications regardless of coverage.
- P25 packet routing preserves your authentication, status, talkgroups and encryption without interruptions or resets.

SMARTLOCATE

- Cutting-edge location routing services sends your radio location data over broadband LTE for faster updates and increased efficiency.
- Broadband LTE connectivity radically improves location refresh rates and expands the number of devices that can be tracked simultaneously.

PUBLIC SAFETY APPLICATIONS PLATFORM

- First-of-its-kind platform enables applications to augment data from across the public safety landscape – including radio, broadband, video, public and private data sources – and delivers it to first responders.
- Application foundation is designed to allow new capabilities and functionalities to be seamlessly added.

”A game changer for us is the ability to push data. We do a lot of our work with mobile data computers in the car, but if I'm away from the car I may not be able to go back or may not want to go back to look at something there if it can get pushed to me on the radio itself. That's a far more convenient feature and I can then take that device in my hand and put it in front of five other deputies on scene and say this is the guy we're looking for.”

Michael Zollars, Lieutenant – Spokane Valley Police Department



YOUR FIRST-INSTINCT, END-TO-END SOLUTION

YOUR RADIO IS YOUR “FIRST-INSTINCT TOOL” – CONNECTING YOU TO THE RIGHT INFORMATION AT EXACTLY THE RIGHT TIME.

APX NEXT redefines what a radio can do. Because when time is of the essence and failure is not an option – maintaining your focus is critical. With APX NEXT, the radio you rely on is transformed to be even more integrated into your end-to-end technology workflow – bringing together known usability with new features and interactivity that will shape the future. APX NEXT integrates mission-critical voice and devices with purpose-built software and applications – from call-taking and dispatch, to investigation and analytics, to evidence and records. So you experience improved situational awareness, streamlined interfaces and accelerated workflows. And it's all interoperable with your current APX systems.

With APX NEXT, we're ensuring your lifeline is there when you need it and that the focus that responders, dispatchers, and technicians need to stay safe and effective, is protected.

” In public safety, your radio has always been your lifeline. In your moment of distress, the first thing you reach for is something to defend yourself and something to call for help. Radio's always been that thing. Taking that first instinct tool and enhancing it just gives you that much more capability to do what you need to do.”

Adam Brickeen, Communications Chief and IT Security Chief –
Real Time Crime Center, New Orleans

Learn more at www.motorolasolutions.com/apxnext



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. 800-367-2346 motorolasolutions.com

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10-8 RETROFIT, INC

415 W MAIN ST
 ONTARIO, CA 91762

Item 15.

Estimate

Date	Estimate #
8/18/2021	17971

Name / Address
BEAUMONT PD Beaumont Police Department 660 Orange Avenue Beaumont, CA 92223 951-769-8500

Ship To
BEAUMONT PD Beaumont Police Department 660 Orange Avenue Beaumont, CA 92223 951-769-8500

Year/ Make of Vehicle	Model	Terms	Rep	P.O. No.	Due Date
		Net 30			9/17/2021

Item	Description	Qty	Rate	Total
ANTENNA KIT	ANTENNA KIT CABLE AND ANTENNA	1	45.00	45.00T
HKN6169B	MOROTOLA XTL REMOTE CONTROL HEAD CABLE, 17'	1	89.00	89.00T
WIRE & TERMINAL	RELAYS 30 AMP , CIRCUIT BREAKER, FUSES, WIRE, CONNECTORS, ETC.	1	50.00	50.00T
LABOR 1	LABOR SHOP (REMOVE AND REINSTALL NEW RADIOS THAT THE CUSTOMER SUPPLIED)	1	320.00	320.00T
	APX8500 ALL BAND MP MOBILE Antennas: D: WIFI/GNSS STUBBY ANTENNA LMR240 ALL BAND MOBILE ANTENNA (7/8/V/U)			

QUOTE GOOD FOR 30 DAYS FROM DATE ON ESTIMATE
 CALIFORNIA CERTIFIED SMALL BUSINESS #1758177
 SALES TAX WILL BE CHARGED ON ANY LABOR FOR VEHICLES WITH FEWER THAN 500 MILES PER CA STATE BOE REGULATIONS

Subtotal \$504.00

Sales Tax (7.75%) \$39.06

Total \$543.06

Phone #	Fax #	E-mail
909-986-5551	909-986-5506	Dan@10-8retrofit.com



Staff Report

TO: City Council
FROM: Sean Thuilliez, Chief of Police
DATE: September 7, 2021
SUBJECT: Approval of Contract with Ramona Humane Society

Background and Analysis:

The City of Beaumont currently contracts with the Ramona Humane Society (Ramona) for animal sheltering services. This contract reflects the 2% rate increase implemented by Ramona in July 2021.

Services provided by this contract include animal licensing for residents adopting dogs or picking up unlicensed dogs impounded by Animal Control and at least two low-cost vaccination and licensing clinics. These services will be available to both Beaumont and Calimesa residents.

Fiscal Impact:

Contract payments are based upon services rendered. The Animal Control Departmental budget for FY2021/22 allocates \$50,000 under account 01-2000-7068-0000 for the Ramona fees.

Recommended Action:

Approve a contract with the Ramona Humane Society for a term of three years, effective November 1, 2021, through November 1, 2024.

Attachments:

- A. Ramona Animal Shelter Contract
- B. Scope of Work and Fee Schedule



690 Humane Way San Jacinto, CA 92582
(951) 654-8002 (951) 654-2830 fax
www.ramonahumanesociety.org

SHELTERING SERVICES AGREEMENT

This Sheltering Services Agreement (“Agreement”) is made and effective as of the ___ day of _____ 2021, by and between the City of Beaumont, a California general law city (“BEAUMONT”), and Ramona Humane Society, a California non-profit corporation (“CONTRACTOR”). BEAUMONT and CONTRACTOR are at times hereinafter collectively referred to as “Parties” or individually as a “Party”.

RECITALS

WHEREAS, CONTRACTOR is organized for the purpose, among others, of preventing cruelty to animals and assuring that impounded animals are detained and/or euthanized in a humane manner; and

WHEREAS, BEAUMONT is responsible under California Food and Agriculture Code sections 30501, 331105 and 31106 for providing animal control services which include, but are not limited to, providing humane sheltering, impounding stray animals and disposing of unwanted and dead animals and/or livestock; and

WHEREAS, BEAUMONT desires to retain the services of CONTRACTOR to provide, on an independent contractor's basis, Services as set forth in the SCOPE OF WORK & FEES, attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to BEAUMONT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such Services.

AGREEMENT

NOW, THEREFORE, the consideration hereinafter set forth and subject to and upon the terms, covenants and conditions of this Agreement, the Parties agree as follows.

1. DESCRIPTION OF SERVICES.

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein by this reference.

1.2 RABIES VACCINE CLINICS. CONTRACTOR shall hold (2) at cost rabies vaccine clinics annually at the CONTRACTOR’s clinic located in San Jacinto for Beaumont residents. At the

clinic, Beaumont residents will also be able to purchase a City of Beaumont pet license and microchips.

2. PERIOD OF PERFORMANCE.

This Agreement shall be effective on November 1, 2021 (“Effective Date”) through November 1, 2024. The Agreement may be terminated as specified in section 11, TERMINATION.

3. COMPENSATION.

In consideration of services provided by CONTRACTOR pursuant to Exhibit “A,” SCOPE OF WORK & FEES, CONTRACTOR shall be entitled to receive payment as specified in Exhibit “A.” Reimbursement expenses are included within the maximum amount of the Agreement.

4. HOLD HARMLESS/INDEMNIFICATION.

4.1 CONTRACTOR shall defend, indemnify and hold harmless BEAUMONT, its elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as “Indemnities”) from any liability whatsoever, based or asserted upon any act or omission of CONTRACTOR, its officers, employees, agents or representatives arising out of or in any way relating to or connected with this Agreement, including but not limited to property damage, bodily injury, or death or any other element of damage of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, agents or representatives from this Agreement. CONTRACTOR shall defend Indemnities, at its sole expense, all costs and fees including, but not limited to, attorney’s fees, costs, expenses, cost of investigation, defense and settlements or awards, in any claim or action based upon such alleged acts or omissions.

With respect to any other action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole expense, have the right to counsel of its own choice, with Indemnities’ reasonable approval, which approval shall not unreasonably be withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of BEAUMONT; provided, however, that any adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR’s duty to indemnify Indemnities, as set forth herein.

4.2 CONTRACTOR’s obligations hereunder shall be satisfied when CONTRACTOR has provided to BEAUMONT the appropriate form of dismissal or satisfaction of judgment relieving BEAUMONT from any liability for the action or claim involved.

4.3 Nothing in the provisions of this Agreement is intended to create duties or obligations to, or rights in, third parties not party to this Agreement, or affect the legal liability of either Party to this Agreement by imposing any standard of care different from the standard of care applicable to either Party under California law respecting the regulation and enforcement of laws regarding animals.

4.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR’s obligations to indemnify and hold harmless the Indemnities herein from third Party claims.

4.5 In the event there is a conflict between this clause and California Civil Code section 2782, this clause shall be interpreted to comply with Civil Code section 2782. Such interpretation shall not relieve CONTRACTOR from Indemnities to the fullest extent allowed by law.

5. STATUS OF THE PARTIES' OFFICERS/EMPLOYEES/AGENTS.

Neither Party's officers, employees, agents, partners, other contractors or subcontractors shall be deemed to be employees of the other Party at any time. Nothing in this Agreement shall be construed as creating a civil service employer-employee relationship or a joint venture relationship. No officer, employee, agent, partner, other contractor or subcontractor of the other Party shall be eligible for membership in or any benefits from any plan for hospital, surgical, or medical insurance, or for membership in any retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, or any other benefits which inures to or accrues to an employee of the other Party. The only performance and rights due the other Party are those specifically stated in this Agreement.

6. LIABILITY INSURANCE.

Without limiting or diminishing CONTRACTOR's obligation to indemnify or hold BEAUMONT harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

6.1 Workers' Compensation.

If CONTRACTOR has employees as defined by the State of California, CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by laws of the State of California. The policy shall include Employers' Liability (Coverage B), including Occupational Disease with limits no less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of BEAUMONT, and, if applicable, to provide a Borrowed Servant/Alternative Employer Endorsement.

6.2 Commercial General Liability.

Commercial General Liability insurance coverage, including, but not limited to, premises liability, products and completed operations liability, personal and advertising injury, professional liability and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name BEAUMONT, its elected and appointed officials, employees, agents and representatives as Additional Insureds. Policy limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

6.3 Vehicle Liability.

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so uses, in an amount not less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. The policy shall name BEAUMONT, its elected officials, employees, agents and representatives as Additional Insureds.

6.4 Accident Basis.

All insurance policies shall cover an occurrence on an accident basis, and not on a claims-made basis.

6.5 Insurers' Rating.

All insurance required by this section is to be placed with insurers with an A.M. Best rating of no less than A:VII.

6.6 Verification of Coverage.

Prior to beginning any work under this Agreement, CONTRACTOR shall furnish BEAUMONT with Certificates of Insurance, and upon request, complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.7 Notice of Reduction in or Cancellation of Coverage.

A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be canceled by either Party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to BEAUMONT. In the event that any coverage required by this section is reduced, limited, canceled, or materially affected in any other manner, CONTRACTOR shall provide written notice to BEAUMONT at CONTRACTOR's earliest possible opportunity and in no case later than ten (10) working days after CONTRACTOR is notified of the change in coverage.

6.8 Subcontractors.

CONTRACTOR shall include all subcontractors as insureds under CONTRACTOR's policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

6.9 Variation.

BEAUMONT may approve in writing a variation in the foregoing insurance requirements upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that BEAUMONT's interests are otherwise fully protected.

6.10 Remedies.

In addition to any other remedies BEAUMONT may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, BEAUMONT may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies BEAUMONT may have and are not the exclusive remedy for CONTRACTOR's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- b. Order CONTRACTOR to stop work under this Agreement or withhold any payment that becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

7. LICENSE.

CONTRACTOR shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the County of Riverside, and all other governmental agencies. CONTRACTOR shall notify BEAUMONT immediately, in writing, of inability to maintain such license. Said inability shall be cause for termination of this Agreement.

CONTRACTOR shall ensure that CONTRACTOR's employees, agents and subcontractors performing services under the terms of this Agreement are in compliance with all required licensing requirements.

CONTRACTOR hereby agrees to notify BEAUMONT immediately, in writing, of inability of CONTRACTOR or any of CONTRACTOR's employees, agents and or subcontractors, to obtain or maintain such license(s). Said inability shall be cause for termination of this Agreement.

8. OSHA REGULATIONS.

CONTRACTOR hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, verifies that all performance under this Agreement shall be in compliance therewith.

9. CONFLICT OF INTEREST.

9.1 CONTRACTOR and CONTRACTOR's employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under the Agreement.

9.2 CONTRACTOR agrees to inform BEAUMONT of all CONTRACTOR's interests, if any, which are or which CONTRACTOR believes to be incompatible with any interests of BEAUMONT.

9.3 CONTRACTOR shall not, under any circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favor from individuals or organizations with whom CONTRACTOR is doing business or proposing to do business, in accomplishing the work under the Agreement.

9.4 CONTRACTOR shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with this contract. The term of "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personal, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of contractors or subcontractors in advance of official announcement.

9.5 CONTRACTOR or employees thereof shall not offer gifts, gratuities, favors, or entertainment directly or indirectly to BEAUMONT officers, employees or agents.

10. MONITORING.

CONTRACTOR hereby agrees to establish procedures for self-monitoring and shall permit an appropriate official of BEAUMONT, State or Federal government to monitor, assess or evaluate CONTRACTOR's performance under this Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

11. TERMINATION.

11.1 BEAUMONT or CONTRACTOR may terminate this Agreement without cause upon ten (10) days written notice served upon the other Party stating the effective date of termination.

11.2 BEAUMONT may terminate this Agreement with five (5) days written notice for CONTRACTOR's default or if CONTRACTOR refuses or fails to comply with the provisions of this Agreement or fails to make progress to engender performance and does not cure such failure within a reasonable period, not to exceed thirty (30) days. In the event of such termination, BEAUMONT may proceed with the work in any manner deemed proper by BEAUMONT.

11.3 After receipt of the Notice of Termination, pursuant to subsections 11.1 or 11.2 above, CONTRACTOR shall stop all work under this Agreement on the date specified in the Notice of Termination and transfer to BEAUMONT and deliver in the manner, and to the extent, if any, as directed by BEAUMONT, any equipment, data or reports which, if the Agreement had been completed, would have been required to be furnished to BEAUMONT.

11.4 After termination pursuant to subsections 11.1 or 11.2 above, BEAUMONT shall make payment for all services performed in accordance with this Agreement to the date of termination.

11.5 Notwithstanding any of the provisions of this Agreement, CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material data breach of this Agreement, or CONTRACTOR's unwillingness or inability for any reason(s) whatsoever to perform the duties hereunder, or if the Agreement results in termination. CONTRACTOR shall not be entitled to any further compensation under this Agreement.

11.6 In no event shall CONTRACTOR submit an invoice for an amount in excess of the maximum amount of compensation provided in the Agreement, including Exhibit "A," either for a task or for the entire Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice.

12. OPTIONS UPON BREACH BY CONTRACTOR.

If CONTRACTOR materially breaches any of the terms of this Agreement, BEAUMONT's remedies shall include, but not limited to, any or all of the following:

- Immediately terminate the Agreement;
- Retain the plans, specifications, drawings, reports, documents, and any other work product prepared by CONTRACTOR pursuant to this Agreement;
- Retain a different CONTRACTOR to complete the work described in Exhibit A not performed or completed by CONTRACTOR; or
- Charge CONTRACTOR the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that BEAUMONT would have paid CONTRACTOR pursuant to Section 3 if CONTRACTOR had completed the work.

13. KEEPING AND STATUS OF RECORDS.

13.1 Records Created as Part of CONTRACTOR's Performance.

All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that CONTRACTOR prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of BEAUMONT.

CONTRACTOR hereby agrees to deliver those documents to BEAUMONT upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for BEAUMONT and are not necessarily suitable for any future use. BEAUMONT and CONTRACTOR agree that, until final approval by BEAUMONT, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

13.2 CONTRACTOR's Books and Records.

CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to BEAUMONT under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the day of the final payment to CONTRACTOR to this Agreement.

13.3 Inspection and Audit of Records.

Any records or documents that subsection 13.2 of this Agreement requires CONTRACTOR to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of, BEAUMONT. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of

the State Auditor, at the request of BEAUMONT or as part of any audit of BEAUMONT, for a period of three (3) years after final payment under the Agreement.

14. NOTICES.

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States mail, postage prepaid.

BEAUMONT:

City of Beaumont
Attn: Chief of Police
550 East Sixth Street
Beaumont, CA 92223

CONTRACTOR:

Ramona Humane Society
Attn: President/CEO
690 Humane Way
San Jacinto, CA 92582

15. INDEPENDENT CONTRACTOR.

At all times during the term of this Agreement, CONTRACTOR shall be an independent contractor and shall not be an employee of BEAUMONT. BEAUMONT shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR’s services rendered pursuant to this Agreement and assignment of personnel pursuant to this Agreement, otherwise BEAUMONT shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement. Notwithstanding any other city, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify or become entitled to any compensation, benefit, or any incident of employment by BEAUMONT, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of BEAUMONT and entitlement to any contribution to be paid by BEAUMONT for employers contributions and/or employee contributions for PERS benefits.

16. SEVERABILITY.

If any provision in this Agreement is held by court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17. CAPTIONS AND SECTION HEADINGS.

Caption and section headings used in this Agreement are for convenience only are not part of this Agreement and shall not be used in construing this Agreement.

18. GOVERNING LAW.

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.

19. RECITALS.

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth in full herein.

20. ENTIRE AGREEMENT.

This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the prior written agreement of the Parties.

21. LITIGATION EXPENSES AND ATTORNEY'S FEES.

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

22. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

23. AUTHORIZATION.

Each of the Parties represents and warrants to the other that this Agreement has been duly authorized by all necessary corporate or governmental action on the part of the representing Party and that this Agreement is fully binding on such Party.

24. AMENDMENTS TO THIS AGREEMENT.

From time-to-time, the Parties may determine that the provision of services hereunder could be improved, made more efficient or expanded. Therefore, the Parties agree to meet and confer at the request of either Party and to negotiate in good faith such reasonable amendments to this Agreement as the Parties deem appropriate.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions herein contained, the Parties hereto mutually agree as provided in this Agreement and Exhibit "A" attached hereto and incorporated herein. The Parties have executed this Agreement as of the Effective Date.

CITY OF BEAUMONT

RAMONA HUMANE SOCIETY

By: _____
Mike Lara
Mayor

By: _____
JEFF SHEPPARD
President/Chief Executive Officer

ATTEST:

By: _____
STEVEN MEHLMAN, City Clerk

APPROVED AS TO FORM:

John O. Pinkney, City Attorney

SHELTERING SERVICES AGREEMENT
(City of Beaumont)

EXHIBIT "A"

SCOPE OF WORK & FEES



SCOPE OF WORK & FEES

Prepared By: Jeff Sheppard

President/CEO

Date 07-07-2021

Project : **Beaumont Animal Sheltering Services**

Species Intake	Fee	Comment
• Stray Dogs and Cats	\$83.43	No maintenance fee.
• Hold for Hearing, Safe Keeping, Protective Custody	\$83.43	\$15.00 per day maintenance fee until released by Beaumont ACO.
• ACO-Owner Surrender	\$150.00	No maintenance fee. ACO must provide paperwork signed by Owner
• ACO-Owner Request Euth	\$125.00	No maintenance fee. ACO must provide paperwork signed by Owner
• Livestock: Horse, Burro, Cow, Pony.	\$75.00	\$15.00 per day maintenance fee for the first 14 days.
• Pigs, Sheep, Goat.	\$60.00	\$12.00 per day maintenance fee for the first 10 days.
• Fowl: Chicken, Duck, Goose, Pea Fowl	\$10.00	No maintenance fee.
• Wild Life: Raccoons, Bird Opossum, Foxes, Hawk etc.	\$40.00	No maintenance fee.
• Pet Birds or Reptiles: Parrots, Doves, Cockatiels, Snakes, Turtles, Lizards etc.	\$40.00	No maintenance fee.
• Small Animal: Rats, Birds, Mice, Gerbils, Guinea Pigs, Hamsters etc.	\$5.00	No maintenance fee.
• Rabbits and Ferrets.	\$40.00	No maintenance fee.
• Rabies Quarantine of Biting Animals	\$40.00	\$15.00 per day maintenance fee until released by Beaumont ACO
• Deceased Animals	N/C	INCLUDED



• Owner Surrender-Shelter	N/C	RHS will collect fee. RHS reserves right to refuse. No maintenance fee.
• Owner Request Euthanasia	N/C	RHS will collect fee. RHS reserves right to refuse. No maintenance fee.
• Veterinary Exam Fee	\$120.00	For animals arriving at shelter requiring immediate medical attention and have not already been seen by a Veterinarian
• License sold	20%	We will sell Licensing for Beaumont residents and will credit the amount sold on monthly billing minus fee.

*** In addition a 2% spay/neuter fee per month of the total amount due.**



Staff Report

TO: City Council

FROM: Doug Story, Assistant Director of Community Services

DATE: September 7, 2021

SUBJECT: **Award a Public Works Agreement to Mariscal Painting, Inc., for the Repaint and Stucco Project at City Hall (CIP F-01) in an Amount Not to Exceed \$67,133 and Authorize the City Manager to Sign Change Orders up to \$6,713**

Background and Analysis:

On March 16, 2021, City Council approved a budget adjustment and allocation of unassigned General Fund reserves (one-time allocation) to include \$250,000 for the City Hall Repaint and Landscape Capital Improvement Project. On June 2, 2021, City staff published a Request for Proposal (RFP) on PublicPurchase.com for the “City Hall Repaint and Stucco Project.” This was done in accordance with the Beaumont Municipal Code Chapter 3.01.070, Informal Bidding Procedures for Public Projects. On June 14, a mandatory job walk was conducted, and seven (7) contractors participated. Bids were due by 11:00 a.m. on July 9, 2021.

The scope of work for this project consists of the application of a new stucco coat to all existing exterior walls and repainting the entire building. Repair and replacement of rotten wooden trim is being done by others. Said repairs will be completed prior to painting.

On PublicPurchase.com, 33 contractors accessed the bid request, of which, 24 contractors downloaded the request, supporting documents, and addendums. Six (6) bids were received as follows:

Mariscal Painting, Inc.	\$67,133,
Polychrome Construction	\$68,200,
Tony Painting	\$76,465,
Fix Painting	\$153,000,
Leo’s A-C, Inc.	\$177,000, and
Pacific Contractors Group	\$518,000.

Fiscal Impact:

The City Hall Repaint and Stucco Project is Capital Improvement Project F-01. Funding source is from the General Fund.

City Hall Paint & Stucco F-01 Project Summary			
Project Components	Budget Amount	Paid to Date	Remaining
Project Management			
Project Contingency			
Preliminary Services			
Preliminary Services Contingency			
Environmental			
Environmental Contingency			
Design			
Design Contingency			
Construction	\$67,133.00		\$67,133.00
Construction Contingency	\$6,713.00		\$6,713.00
Construction Management			
Construction Management Contingency			
Permits			
Equipment			
Misc.			
Project Summary Totals	\$73,846.00	\$0.00	\$73,846.00

Recommended Action:

Award a Public Works Agreement to Mariscal Painting, Inc., for the Repaint and Stucco Project at City Hall (CIP F-01) in an amount not to exceed \$67,133 and Authorize the City Manager to sign change orders up to \$6,713.

Attachments:

- A. Public Works Agreement

CITY OF BEAUMONT

PUBLIC WORKS AGREEMENT

Mariscal Painting, Inc.

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective August 17, 2021, by and between the City of Beaumont, a municipal corporation (“CITY”), and Mariscal Painting Inc., a California corporation, 9220 Klingerman St., South El Monte, CA 91733 (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the **City Hall Repaint and Stucco Project** (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, released June 2, 2021, and CONTRACTOR’s Bid in response to the Invitation, dated July 6, 2021, are attached hereto as Exhibits “A” and “B”, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

II. TIME FOR PROJECT COMPLETION

This Agreement is effective as of the date first above written and shall continue until completion of the services (“Services”) provided for in the Proposal. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications,

PUBLIC WORKS AGREEMENT

all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

Contractor shall complete the Services no later than 60 days after Notice of Award is issued from the City.

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 \$67,133.

IV. PROGRESS PAYMENTS

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

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

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

PUBLIC WORKS AGREEMENT

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.

- B. CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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 Indemnitees 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

PUBLIC WORKS AGREEMENT

required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees 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 Indemnitees 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 sub-limits 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

PUBLIC WORKS AGREEMENT

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

PUBLIC WORKS AGREEMENT

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 Zoran Djuric whose title is President is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- | | |
|--|---|
| <input type="checkbox"/> Notice Inviting Bids | <input type="checkbox"/> Information Required of Bidder |
| <input type="checkbox"/> Scope of Work Summary | <input type="checkbox"/> Construction Services Agreement |
| <input type="checkbox"/> Information for Bidders | <input type="checkbox"/> Certificate Regarding Worker's |
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Compensation |
| <input type="checkbox"/> Non-Collusion Affidavit | <input type="checkbox"/> Drug-free Workplace Certification |
| <input type="checkbox"/> Site Visit Certification | <input type="checkbox"/> Plans and Specifications |
| <input type="checkbox"/> Faithful Performance Bond | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> Labor and Materials Payment Bond | <input type="checkbox"/> Drawings |
| <input type="checkbox"/> General and Supplemental Conditions | <input type="checkbox"/> Change Orders |
| <input type="checkbox"/> Special Conditions | <input type="checkbox"/> Shop Drawing Transmittals |
| <input type="checkbox"/> Project Construction Schedule | <input type="checkbox"/> Contractor's Certificate Regarding |
| <input type="checkbox"/> Proposed Subcontractors | <input type="checkbox"/> Non-Asbestos Containing Materials |
| <input type="checkbox"/> Bid Bond | |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XVII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

SIGNATURE PAGE TO

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

Mariscal Painting, Inc.

CITY:

CITY OF BEAUMONT

By: _____
Mike Lara, Mayor

CONTRACTOR:

Mariscal Painting, Inc.

By: _____
Print Name: Jesus Mariscal
Title: President

ATTEST:

By: _____
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

Mariscal Painting, Inc.

EXHIBIT "A"

CITY'S REQUEST FOR BIDS

Published June 2, 2021

(Insert behind this page.)

**CITY OF BEAUMONT
NOTICE INVITING BIDS**

The City of Beaumont, Community Services Department (“City”) will receive bids for the **CITY HALL REPAINT AND STUCCO PROJECT** at CITY HALL (located at 550 E. 6th Street, Beaumont, California, 92223), no later than **4:00 P.M., on Wednesday, June 23, 2021**, at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 60 calendar days after the bid opening date.

Mandatory Job Walk

A **mandatory pre-bid meeting** will be held on **Monday, June 14, 2021**, at 9:00 AM at City Hall, Room 4, at 550 E. 6th Street, Beaumont, California, 92223. Bids will not be accepted from any bidder who does not attend or remain for the duration of the mandatory pre-bid meeting.

Bid Submittal

Bids must be submitted on the City’s Bid Forms. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted in a sealed envelope which is plainly marked on the outside with the following:

CITY HALL REPAINT AND STUCCO PROJECT

Bidders will receive sample contract documents and bid documents listed below at the mandatory Pre-Bid meeting on Monday, June 14, 2021. The documents will also be uploaded to PublicPurchase.com after the meeting.

Each bid shall be accompanied by the Non-Collusion Affidavit, the List of Proposed Subcontractors, and all additional documentation required by the Instructions to Bidders.

SCOPE: Apply new stucco coat to all existing exterior walls at City Hall. Re paint entire building of City Hall to include all doorways, door frames, windowsills, trim, and walls. Paint to be used will be commercial grade exterior paint. This is a prevailing wage project.

Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

The City of Beaumont hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit Bids in response to this Notice, and that minorities nor minority business enterprises will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

NOTICE INVITING BIDS

Contractor License

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract:

Bidders shall possess the following California Contractor's license in order to perform the Work of this Project:

Class "B" OR a Class C-33 OR a letter from Contractor's Licensing Board outlining the combination of various licenses necessary to perform all the work at the time the bid is submitted to the City.

Pursuant to Public Contract Code Section 3400(b), if the City has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions.

Award of Contract

The City shall award the Contract for the Project to the lowest responsive, responsible bidder as determined from the base bid alone by the City. **The anticipated award date is Tuesday, July 20, 2021.** The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

The awarded bidder will be required to begin work by August 1, 2021.

For further information, please contact:

Doug Story, Community Services Department

E-mail: dstory@beaumontca.gov

CITY OF BEAUMONT

ADDENDUM NO. 1

TO THE BIDDING DOCUMENTS & CONTRACT,

CITY HALL REPAINT AND STUCCO PROJECT

Bidders are advised that the BID SCHEDULE for the above referenced project are hereby amended in the following manner and the following manner only:

1. The Bid Opening date has been extended to July 9, 2021 at 11:00 a.m.
2. The Following Bid Documents have been uploaded and are required upon submittal:
 - a. Bid Form/Bid Schedule
 - b. Non-Collusion Affidavit
 - c. List of Proposed Subcontractors
 - d. Acknowledgement of Addendum No. 1
3. Elastomeric Exterior Repaint Specification Sheet (53 pages)
4. Color Samples as related to color diagram distributed at Pre-Bid meeting

Dated: June 21, 2021

By: _____
Doug Story, Assistant Director of Community Services

By: _____
(Bidder's Company Name)

Date Received by Bidder: _____
(Bidder's Signature)

(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.

BID FORM

NAME OF BIDDER: _____

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

City Hall Paint and Stucco Project BID SCHEDULE

Item No.	Item Description	Unit	Quantity	Unit Price
1	Mobilization	LS	1	
2	Demobilization	LS	1	
3	Stucco	LS	1	
4	Paint	LS	1	
				Total

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

TOTAL BID PRICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):

\$ _____

_____ Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail. The undersigned agrees that this Bid Form constitutes a firm offer to City of Beaumont which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by City of Beaumont and a third party, whichever is earlier. The Contract duration shall commence on the date stated in City of Beaumont's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in City of Beaumont's Notice to Proceed.

Name/Signature

Title

Date

Non-Collusion Affidavit

*State of California Compliance Form §7106.
Any public works contract of a public entity shall
sign the following declaration with submitted bid.*

State of (California)

County of _____) ss.

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state]."

Project Name: _____

Project Number:

Company:

Address:

Signature: _____

Title: _____

Date: _____

LIST OF SUBCONTRACTORS

SUBCONTRACTOR	CSLB #	AMOUNT	ADDRESS/PHONE NO.



EXTERIOR REPAINT SPECIFICATION

PROJECT:

BEAUMONT CIVIC CENTER

550 E. 6TH. Street, Beaumont, CA 92223

PAINT MANUFACTURER:

BEHR Paint Company

1801 E. St. Andrew Place, Santa Ana, CA 92705

PREPARED BY:

Jonathan A. Juárez, CSI, CDT

Architectural & Design Manager

BEHR Paint Company

213-312-7516

June 21, 2021



PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. Furnish all materials, labor and equipment required to complete all cleaning surface preparation and field application of the specified paint systems.
- B. Thoroughly examine these specifications, site of work and conditions under which all work will be performed before submitting a proposal.
 - 1. Surfaces that cannot be prepared or painted as specified shall be brought to the attention of the Owner/Owner's Representative. Notification of any such concern must be presented in writing.

1.02 AREAS TO BE PAINTED

- A. Previously painted exterior masonry, metal, and wood.

1.03 AREAS EXCLUDED FROM PAINT APPLICATION

- A. To be announced at job walk/bid conference.

1.04 QUALITY ASSURANCE/WORKMANSHIP

- A. All work to be performed by experienced skillful craftsmen to assure finished work of first-class quality and durability.
 - 1. Minimum of 5 years' experience in the successful preparation and application of paint and/or coatings.
- B. Field Samples: Prepare Field Samples for Owner or Owner's Representative's review to establish requirements for surface preparation techniques, application workmanship, color, sheen, and finish texture.
- C. Field Samples shall consist of the following:
 - 1. Provide a minimum of 25 square foot sample of each paint system, color, and texture on provided wall surface, determined by the Owner or Owner's Representative.
- D. Maintain field sample accessible to serve as a standard of quality for this Section.
- E. All paints and coatings shall be mixed and applied in strict accordance with manufacturers printed instructions.
- F. All work shall be done under favorable weather conditions. Do not apply coatings under environmental conditions outside manufacturer's absolute limits.
- G. Maintain on-site, one copy of specification/installation related reference documents.

- H. Comply with all applicable laws, codes, and regulations.
- I. Provide continuous dust control as required to protect all surrounding areas.
- J. Surfaces subject to moisture exposure are to be tested with a moisture meter by the Paint Contractor prior to paint system applications.
- K. Coordinated with the Owner/Owner's Representative before using noisy equipment such as water pressure washer, compressor, generators, etc.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Comply with Manufacturer's ordering instructions and lead-time requirements to avoid construction delays.
- B. Deliver products in original, unopened containers, labeled with product identification, manufacturer, and batch number.
- C. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
- D. Store and dispose materials in accordance with requirements of local authorities having jurisdiction.
- E. Handle products in accordance with Manufacturer's printed instructions. Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

1.06 WARRANTY

- A. Approval of warranty period and confirmation of system compatibility with substrate is required prior to system application. Application of coating without prior notice will not constitute acceptance by manufacturer of inspection and guarantee procedure.
- B. Schedule a minimum of 3 job site inspections by manufacturer's authorized representative, first scheduled before application of product.

1.07 MAINTENANCE

- A. Extra Materials: At completion of project provide Owner/Owner's representative 1 gallon of unopened finish material of each color used. Packaging shall bear the following legible information: color name, color number and color placement.

PART 2 – PRODUCTS

1.01 MATERIALS

- A. Basis-of-Design Product: Provide products manufactured or distributed by The BEHR Paint Company, 1801 E. Saint Andrew, Santa Ana, CA 92705; Website: www.Behr.com

2.02 COLORS

- A. The Owner/Owner's Representative will provide color selections for all areas to be painted.
- B. Dark Coats and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.

2.03 MIXING AND TINTING

- A. Unless otherwise instructed, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions under which painting will be performed for compliance with requirements for application of paint.
 - 1. Do not begin application until unsatisfactory conditions have been corrected.
 - 2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

3.02 SURFACE PREPARATION

- A. Masonry – Pressure wash clean (Per NACE Standard RP-01-72) all areas to be painted to remove all dirt, dust loose particles, foreign material, mildew, fungus, chalk, defective coatings, and all surface contaminants that will interfere with adhesion of subsequent coats, without damaging the substrate or adjacent areas. Allow to dry thoroughly before painting. Repair any holes, spalled and damaged stucco with appropriate repair materials.
- B. Non-Ferrous Metal – Minimum surface preparation is Hand Tool Cleaning per SSPC-SP2. Begin by removing all oil and grease from surface by Solvent Cleaning per SSPC-SP1. Do not use hydrocarbon solvents for cleaning. Spot prime all exposed or bare metal the same day.
- C. Ferrous Metal – Minimum surface preparation is Hand Tool Cleaning per SSPC-SP2. Remove all oil and grease from the surface by Solvent Cleaning per SSPC-SP1.
 - 1. Spot prime all exposed or bare metal within 1 hour.
 - 2. All glossy or slick surfaces to be de-glossed by sanding to create sufficient profile or chemical de-glosser per manufacturer's label.
- D. Wood - Pressure Wash to remove dirt contaminants, dust and loose or peeling paint. Remove peeling paint with wire brush, scraper or sanding as necessary to provide a smooth surface for paint application. Abrade glossy slick surfaces to provide good adhesion of subsequent coats.

3.03 INSTALLATION

- A. Apply all coatings and materials using methods recommended by Manufacturer.
- B. Uniformly apply coatings without runs, drips, or sags, and with consistent sheen.
- C. Apply coatings at spread rate required to achieve the Manufacturer's recommended dry film thickness.

3.04 EXTERIOR FINISH SCHEDULE

A. Masonry – Stucco

Spot Prime: BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer, #436
Applied @ 4.0-6.4 Mils Wet; 1.7-2.7 Mils Dry Film Thickness.

2 Coats: BEHR Exterior Elastomeric Coating, #68 Series
Applied @ 12.8-21.3 Mils Wet; 6.1-10.2 Mils Dry Film Thickness per coat.

B. Non-Ferrous Metal – Gutters, Down Spouts, Flashing, Vents

Spot Prime: BEHR Premium Interior/Exterior Metal Primer, #435
Applied @ 3.6-4.5 Mils Wet; 1.5-1.9 Mils Dry Film Thickness.
Finish: To Match Attachment

C. Ferrous Metal – Handrails, Doors

Spot Prime: BEHR Premium Interior/Exterior Metal Primer, #435
Applied @ 3.6-4.5 Mils Wet; 1.5-1.9 Mils Dry Film Thickness.

2 Coats: BEHR Interior/Exterior Direct-To-Metal Semi-Gloss, #3200
Applied @ 4.0-4.6 Mils Wet; 1.3-1.5 Mils Dry Film Thickness per coat.

D. Wood

1 Coat: BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer, #436
Applied @ 4.0-6.4 Mils Wet; 1.7-2.7 Mils Dry Film Thickness.

2 Coats: BEHR Pro e600 Exterior Satin, #PR640
Applied @ 4.0-6.4 Mils Wet; 1.36-2.17 Mils Dry Film Thickness per coat.

END OF SECTION

TECHNICAL DATA SHEET



EXTERIOR ELASTOMERIC MASONRY, STUCCO & BRICK PAINT

NO. 68 WHITE

PRODUCT INFORMATION

BEHR PREMIUM® Elastomeric Masonry, Stucco & Brick Paint is a high-build 100% acrylic coating designed to expand and contract, bridging hairline cracks in exterior, vertical masonry surfaces. This waterproofing coating is extremely durable and is mildew resistant. It withstands 98 mph wind-driven rain. It has superior elasticity and elongation properties, stretching up to 600%, while providing excellent color retention and a breathable film. It is recommended for use on stucco, masonry, concrete, concrete block or brick as well as adjacent wood and metal surfaces.

RECOMMENDED USES:

Ideal for properly prepared coated and uncoated substrates such as:

• Concrete • Concrete Block/CMU • Fiber Cement • Stucco • EIFS • Brick

PRODUCT SPECIFICATIONS:

Tint Bases/Max Tint Load:

No. 68 White 124 fl oz / 6 fl oz
No. 67 Deep Base 116 fl oz / 14 fl oz

Sheen: 0 – 5 @ 85°

Resin Type: 100% Acrylic

Weight per Gallon: 11.3 lb

% Solids by Volume: 48% ± 2%

% Solids by Weight: 61% ± 2%

VOC: < 50 g/L

Flash Point: N/A

Viscosity: 120 – 135 KU

Recommended Film Thickness:

Wet: 21.3 mils / Dry: 10.2 mils @ 75 sq ft/gal
Wet: 12.8 mils / Dry: 6.1 mils @ 125 sq ft/gal

Coverage: 75 – 125 sq ft/gal depending on application method and substrate porosity. Does not include the loss of material from spraying.

APPLICATION:

Brush: Nylon/polyester

Roller: 3/4" – 1 1/4" nap roller cover, depending on surface texture

Airless Spray:

Tip: .025" – .029"
Filter: 60 mesh

Thinning: DO NOT THIN. Product is formulated for use at package consistency.

Dry Time: @ 77° & 50% RH

To Touch: 4 – 6 hours

To Recoat: 24 hours

Full Cure: 2 weeks

Longer dry time may be required in cooler temperatures and higher humidity.

SURFACE PREPARATION:

All surfaces must be clean, free of dust, chalk, oil, grease, wax, polish, mold and mildew stains, loose and peeling paint, rust, and all other foreign substances.

Masonry: All masonry surfaces must be cured at least 30 days before painting. The pH must be 10 or lower prior to coating. Smooth masonry may require an adequate profile for adhesion. Use a cleaner to remove loose aggregate and debris.

Wood: Remove mill glaze with sandpaper or use a product such as BEHR PREMIUM® All-In-One Wood Cleaner No. 63 to open the pores of the wood and follow all label instructions. For severe stains caused by mold, mildew, algae and fungus, apply a mildew stain removing product. Set nails and fill holes, scratches, and gouges with the appropriate wood filler and let dry completely. Remove all dust with a wiping cloth. Fill all gaps with a 100% acrylic, siliconized, paintable caulking and allow to dry completely. Patched and filled surfaces should be sanded smooth and dusted clean prior to coating.

Steel: Minimum surface preparation is Hand Tool Cleaning in accordance with SSPC-SP2. Remove all oil and grease from the surface with a solvent in accordance with SSPC-S1. For optimal performance, use Commercial Blast Cleaning in accordance with SSPC-SP6. Prime the area with a rust-inhibitive primer such as BEHR Interior/Exterior Metal Primer No. 435 the same day as cleaned.

Galvanized Steel: Solvent clean new galvanized metal in accordance with SSPC-S1 to remove oil and grease from the surface. Pre-treat with a phosphoric acid solution or a commercially-available etching solution. Galvanized metal that has been passivated with chromates or silicates may require brush blasting in accordance with SSPC-SP16 to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning in accordance with SSPC-SP2. Prime the area with BEHR Interior/Exterior Metal Primer No. 435 or BEHR Interior/Exterior Multi-Surface Stain Blocking Primer/Sealer No. 436 the same day as cleaned.

COMPLIES WITH THE BELOW AS OF 7/1/2020

SCAQMD	YES	LADCO	YES
CARB SCM 2007	YES	AIM	YES
OTC PHASE II	YES	MPI	40, 113
OTC	YES		

Shop-Primed Steel: As there is potential for many forms of contamination during storage and transport, a thorough cleaning is always recommended for shop-primed surfaces. Paint exposed areas, i.e., where shop primer is abraded, with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces. Note: Assess the integrity of the shop primer prior to application of subsequent coatings. Review all coatings intended for the project and confirm the compatibility between shop and field-applied coatings.

Aluminum: Remove all oil and grease from the surface with a solvent in accordance with SSPC-S1. Prime the area with BEHR Interior/Exterior Metal Primer No. 435 or BEHR Interior/Exterior Multi-Surface Stain-Blocking Primer/Sealer No. 436 the same day as cleaned.

Stain-Blocking: After priming, test for stain bleed-through by applying the topcoat to a small section. If the stain bleeds through the topcoat, apply a second coat of primer and test again before top-coating the entire area. If bleeding continues, a longer dry time of the primer may be needed before top-coating.

Previously Painted Surfaces: Remove all loose and peeling paint and all other foreign substances. Clean any dirt and grease by scrubbing the surface with a detergent and water solution, followed by a thorough rinsing with clean water. Set nails and fill holes, scratches, and gouges with the appropriate wood filler and let dry completely. Remove all dust with a tack or wiping cloth. Fill all gaps with a 100% acrylic, siliconized, paintable caulking, and allow to completely dry prior to coating.

Glossy Surfaces: For maximum adhesion, sand the surface thoroughly to provide a rough surface before coating.

WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Center at 1-800-424-LEAD or log on to www.epa.gov/lead.





EXTERIOR ELASTOMERIC MASONRY, STUCCO & BRICK PAINT

NO. 68 WHITE

SYSTEM RECOMMENDATIONS:

Masonry: Concrete, Brick, Stucco, EIFS

- 1 coat BEHR® Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR PREMIUM® Elastomeric Masonry, Stucco & Brick Paint

Concrete Masonry Units: Concrete Block, Cinder Block, Split-Face Block

- 2 coats BEHR PREMIUM Elastomeric Masonry, Stucco & Brick Paint

Fiber Cement

- 1 coat BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR PREMIUM Elastomeric Masonry, Stucco & Brick Paint

Wood

- 1 coat BEHR® Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR PREMIUM Elastomeric Masonry, Stucco & Brick Paint

Ferrous Metal

- 1 coat BEHR Interior/Exterior Metal Primer No. 435 (recommended for optimal corrosion resistance or when priming over sound rusty metal surfaces) or BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR PREMIUM Elastomeric Masonry, Stucco & Brick Paint

Non-Ferrous Metal

- 1 coat BEHR Interior/Exterior Metal Primer No. 435 or BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR PREMIUM Elastomeric Masonry, Stucco & Brick Paint

NOTE: Certain substrate and exposure conditions, as well as project requirements, may necessitate the use of other substrate-specific or solution-driven primers.

PERFORMANCE DATA:

Accelerated Weathering (ASTM D4587; 1,000 hrs)

Result: Pass

Flexibility (ASTM D522; method B)

Result: Pass

Biological Growth (ASTM D3273; 4 weeks)

Result: Pass

Tensile Strength & Elongation (ASTM D412)

Result: Elongation > 600%

Tensile Strength > 200 psi

Low Temperature Flexibility (ASTM D1737)

Result: Pass

Resistance Wind Driven Rain (ASTM D6904 / TT-C-555B)

Result: Pass @ 12.2 mils total system DFT (2 coats at 6.1 mils minimum DFT per coat)

ASTM D1653 (Test Method B, Condition A)

Result: 20 US Perms

CLEAN-UP/DISPOSAL:

Clean all tools and equipment with warm, soapy water. Do not dispose of this product down a drain. If spilled, contain material and remove with an inert absorbent. Dispose of contaminated absorbent, container and unused product in accordance with all current federal, state and local regulations. For recycling or disposal of empty containers, unused product and soiled rags, contact your household refuse collection service.

CAUTIONS/LIMITATIONS:

- Protect from freezing.
- Do not use on horizontal surfaces subject to foot traffic.
- For best results, apply when air, material and surface temperatures are between 50°F and 90°F. Temperatures above 90°F can cause the paint to dry too fast, whereas temperatures below 50°F can inhibit proper film formation. Avoid applying in direct sun.
- Allow two weeks before washing or cleaning for full cure.
- Shelf life under normal conditions is two years unopened.
- Product is not recommended for use on large expanses of wood and metal, e.g. siding, fascia board.

GENERAL INFORMATION:

CAUTION IRRITANT MAY CAUSE EYE, NOSE AND THROAT IRRITATION. AVOID CONTACT WITH SKIN AND EYES AND AVOID BREATHING OF VAPORS AND SPRAY MIST. WEAR EYE PROTECTION AND PROTECTIVE CLOTHING. USE ONLY WITH ADEQUATE VENTILATION. To avoid breathing vapors and spray mist, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches or dizziness, increase fresh air. If properly used, a respirator (NIOSH approved for organic vapor with P series particulate pre-filter) may offer additional protection; obtain professional advice before using. A dust mask does not provide protection against vapors. Avoid contact with eyes and skin. Wash thoroughly after handling. Close container after each use.

FIRST AID: If you experience difficulty in breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical assistance immediately. In case of eye contact, flush immediately with plenty of water for at least 20 minutes and get medical attention; for skin, wash thoroughly with soap and water. If swallowed, get medical attention immediately.

KEEP OUT OF REACH OF CHILDREN – DO NOT TAKE INTERNALLY.



SAFETY DATA SHEET

1. Identification

Product identifier	BEHR® PREMIUM Exterior Elastomeric Masonry, Stucco & Brick Paint - White	
Other means of identification		
Product code	068	
Recommended use	Architectural Coating	
Recommended restrictions	None known.	
Manufacturer/Importer/Supplier/Distributor information		
Supplier	Behr Process Corp. 1801 E. St. Andrew Place Santa Ana, CA 92705	
Telephone	714-545-7101	
Emergency telephone	+1 760 476 3962 +1 866 519 4752	
Access code	335213	

2. Hazard(s) identification

Physical hazards	Not classified.	
Health hazards	Carcinogenicity	Category 2
OSHA defined hazards	Not classified.	
Label elements		



Signal word	Warning	
Hazard statement	Suspected of causing cancer.	
Precautionary statement		
Prevention	Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves/protective clothing/eye protection/face protection.	
Response	If exposed or concerned: Get medical advice/attention.	
Storage	Store locked up.	
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.	
Hazard(s) not otherwise classified (HNOC)	None known.	
Supplemental information	None.	

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Limestone	1317-65-3	10 - 30
Titanium dioxide	13463-67-7	10 - 30
Cristobalite	14464-46-1	1 - 5
Diuron	330-54-1	0.1 - 1
Flux Calcined Diatomaceous Earth (DE)	68855-54-9	0.1 - 1

Composition comments All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume. The manufacturer has claimed the exact percentage as trade secret under the OSHA Hazard Communication Standard.

4. First-aid measures

Inhalation Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact Wash off with soap and water. Get medical attention if irritation develops and persists.
Eye contact Rinse with water. Get medical attention if irritation develops and persists.
Ingestion Rinse mouth. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed Provide general supportive measures and treat symptomatically. Keep victim under observation. Symptoms may be delayed.
General information IF exposed or concerned: Get medical advice/attention. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).
Unsuitable extinguishing media Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions Move containers from fire area if you can do so without risk.
Specific methods Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up This product is miscible in water.
Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.
Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.
Never return spills to original containers for re-use. Put material in suitable, covered, labeled containers. For waste disposal, see section 13 of the SDS.
Environmental precautions Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Avoid prolonged exposure. Should be handled in closed systems, if possible. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities Store locked up. Store in tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Components	Type	Value
Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9)	TWA	0.05 mg/m ³
Quartz (Crystalline silica) (CAS 14808-60-7)	TWA	0.05 mg/m ³

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value	Form
Cristobalite (CAS 14464-46-1)	PEL	0.05 mg/m ³	Respirable dust.
Limestone (CAS 1317-65-3)	PEL	5 mg/m ³ 15 mg/m ³	Respirable fraction. Total dust.
Titanium dioxide (CAS 13463-67-7)	PEL	15 mg/m ³	Total dust.

US. OSHA Table Z-3 (29 CFR 1910.1000)

Components	Type	Value	Form
Cristobalite (CAS 14464-46-1)	TWA	0.05 mg/m ³	Respirable.
Quartz (Crystalline silica) (CAS 14808-60-7)	TWA	1.2 mppcf	Respirable.
		0.1 mg/m ³	Respirable.
Titanium dioxide (CAS 13463-67-7)	TWA	2.4 mppcf	Respirable.
		5 mg/m ³	Respirable fraction.
		15 mg/m ³	Total dust.
		50 mppcf	Total dust.
		15 mppcf	Respirable fraction.

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
Cristobalite (CAS 14464-46-1)	TWA	0.025 mg/m ³	Respirable fraction.
Diuron (CAS 330-54-1)	TWA	10 mg/m ³	
Quartz (Crystalline silica) (CAS 14808-60-7)	TWA	0.025 mg/m ³	Respirable fraction.
Titanium dioxide (CAS 13463-67-7)	TWA	10 mg/m ³	

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value	Form
Cristobalite (CAS 14464-46-1)	TWA	0.05 mg/m ³	Respirable dust.
Diuron (CAS 330-54-1)	TWA	10 mg/m ³	
Limestone (CAS 1317-65-3)	TWA	5 mg/m ³	Respirable.
		10 mg/m ³	Total
Quartz (Crystalline silica) (CAS 14808-60-7)	TWA	0.05 mg/m ³	Respirable dust.

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.

Individual protection measures, such as personal protective equipment

Eye/face protection	Wear safety glasses with side shields (or goggles).
Skin protection	
Hand protection	Wear appropriate chemical resistant gloves.
Skin protection	
Other	Wear appropriate chemical resistant clothing.
Respiratory protection	If airborne concentrations are above the applicable exposure limits, use NIOSH approved respiratory protection. Use a positive-pressure air-supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air-purifying respirators may not provide adequate protection.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Observe any medical surveillance requirements. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties**Appearance**

Physical state	Liquid.
Form	Liquid.
Color	White.
Odor	Slight.
Odor threshold	Not available.
pH	7 - 10
Melting point/freezing point	Not available.
Initial boiling point and boiling range	> 99 °F (> 37.2 °C)
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	1.35
Solubility(ies)	
Solubility (water)	Soluble.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	50 - 140 KU (25 °C)
Other information	
Density	11.26 lbs/gal
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
VOC	12 g/l (including water) (Material) 24 g/l (excluding water) (Coating)

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
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Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Fluorine.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful.
Skin contact	Prolonged skin contact may cause temporary irritation.
Eye contact	Direct contact with eyes may cause temporary irritation.
Ingestion	Expected to be a low ingestion hazard.

Symptoms related to the physical, chemical and toxicological characteristics Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity

Components	Species	Test Results
Quartz (Crystalline silica) (CAS 14808-60-7)		
Chronic		
Inhalation		
LOEC	Human	0.0563 mg/m3
Titanium dioxide (CAS 13463-67-7)		
Acute		
Oral		
LD50	Rat	> 5000 mg/kg

Skin corrosion/irritation Prolonged skin contact may cause temporary irritation.

Serious eye damage/eye irritation Direct contact with eyes may cause temporary irritation.

Respiratory or skin sensitization

Respiratory sensitization	Not a respiratory sensitizer.
Skin sensitization	This product is not expected to cause skin sensitization.

Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity Suspected of causing cancer.

IARC Monographs. Overall Evaluation of Carcinogenicity

Cristobalite (CAS 14464-46-1)	1 Carcinogenic to humans.
Quartz (Crystalline silica) (CAS 14808-60-7)	1 Carcinogenic to humans.
Titanium dioxide (CAS 13463-67-7)	2B Possibly carcinogenic to humans.

NTP Report on Carcinogens

Cristobalite (CAS 14464-46-1)	Known To Be Human Carcinogen. Reasonably Anticipated to be a Human Carcinogen.
Quartz (Crystalline silica) (CAS 14808-60-7)	Known To Be Human Carcinogen.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Cristobalite (CAS 14464-46-1)	Cancer
Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9)	Cancer
Quartz (Crystalline silica) (CAS 14808-60-7)	Cancer

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure Not classified.

Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not an aspiration hazard.
Chronic effects	Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity	Harmful to aquatic life with long lasting effects.
Persistence and degradability	No data is available on the degradability of any ingredients in the mixture.
Bioaccumulative potential	No data available.
Mobility in soil	This product is water soluble and may disperse in soil.
Other adverse effects	The product contains volatile organic compounds which have a photochemical ozone creation potential.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT	Not regulated as dangerous goods.
IATA	Not regulated as dangerous goods.
IMDG	Not regulated as dangerous goods.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not applicable.

15. Regulatory information

US federal regulations	This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.	
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	Not regulated.	
CERCLA Hazardous Substance List (40 CFR 302.4)	Diuron (CAS 330-54-1)	Listed.
SARA 304 Emergency release notification	Not regulated.	
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)		
	Cristobalite (CAS 14464-46-1)	Cancer
	Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9)	Cancer
	Quartz (Crystalline silica) (CAS 14808-60-7)	Cancer
	Cristobalite (CAS 14464-46-1)	lung effects
	Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9)	lung effects
	Quartz (Crystalline silica) (CAS 14808-60-7)	lung effects
	Cristobalite (CAS 14464-46-1)	immune system effects
	Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9)	immune system effects
	Quartz (Crystalline silica) (CAS 14808-60-7)	immune system effects

Cristobalite (CAS 14464-46-1) kidney effects
 Flux Calcined Diatomaceous Earth (DE) kidney effects
 (CAS 68855-54-9)
 Quartz (Crystalline silica) (CAS 14808-60-7) kidney effects

Toxic Substances Control Act (TSCA)

All components are listed on or exempt from the U.S. EPA TSCA Inventory List.

Superfund Amendments and Reauthorization Act of 1986 (SARA)**SARA 302 Extremely hazardous substance**

Not listed.

SARA 311/312 Hazardous chemical Yes

Classified hazard categories Carcinogenicity

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations**US. Massachusetts RTK - Substance List**

Cristobalite (CAS 14464-46-1)
 Diuron (CAS 330-54-1)
 Limestone (CAS 1317-65-3)
 Quartz (Crystalline silica) (CAS 14808-60-7)
 Titanium dioxide (CAS 13463-67-7)

US. New Jersey Worker and Community Right-to-Know Act

Cristobalite (CAS 14464-46-1)
 Diuron (CAS 330-54-1)
 Limestone (CAS 1317-65-3)
 Quartz (Crystalline silica) (CAS 14808-60-7)
 Titanium dioxide (CAS 13463-67-7)

US. Pennsylvania Worker and Community Right-to-Know Law

Cristobalite (CAS 14464-46-1)
 Diuron (CAS 330-54-1)
 Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9)
 Limestone (CAS 1317-65-3)
 Quartz (Crystalline silica) (CAS 14808-60-7)
 Titanium dioxide (CAS 13463-67-7)

US. Rhode Island RTK

Cristobalite (CAS 14464-46-1)
 Diuron (CAS 330-54-1)
 Limestone (CAS 1317-65-3)
 Quartz (Crystalline silica) (CAS 14808-60-7)
 Titanium dioxide (CAS 13463-67-7)

16. Other information, including date of preparation or last revision

Issue date 16-January-2020
Revision date 30-August-2020
Version # 02
HMIS® ratings Health: 0*
 Flammability: 0
 Physical hazard: 0

List of abbreviations

DOT: Department of Transportation (49 CFR 172.101).
IATA: International Air Transport Association.
IBC Code: International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk.
IMDG Code: International Maritime Dangerous Goods Code.
LC50: Lethal Concentration, 50%.
LD50: Lethal Dose, 50%.
LOEC: Lowest observable effect concentration.
MARPOL: International Convention for the Prevention of Pollution from Ships.
PEL: Permissible Exposure Limit.
TWA: Time Weighted Average Value.

References

HSDB® - Hazardous Substances Data Bank
IARC Monographs. Overall Evaluation of Carcinogenicity

Disclaimer

Behr Process Corp cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use. The information in the sheet was written based on the best knowledge and experience currently available.

TECHNICAL DATA SHEET



e600 EXTERIOR SATIN PAINT

NO. PR640 WHITE BASE



PRODUCT INFORMATION

BEHR PRO® e600 Exterior Satin Paint is specifically designed to meet the demanding expectations of professional painters. Developed for optimal sprayability, this 100% acrylic formula provides excellent hiding power and a highly uniform finish. BEHR PRO e600 Exterior Satin Paint is a durable, washable finish for exterior walls and trim. Dried film is mold and mildew resistant.

RECOMMENDED USES:

Ideal for properly prepared coated and uncoated exterior substrates such as:

- Stucco
- Concrete
- Masonry
- Concrete Masonry Units
- Brick
- Fiber Cement
- Wood
- Engineered Wood
- Steel
- Galvanized Steel
- Aluminum
- Other Ferrous Metals
- Other Non-Ferrous Metals
- Architectural Plastics

PRODUCT SPECIFICATIONS:

Tint Bases/Max Tint Load:

- No. PR640 White Base 124 fl oz / 6 fl oz
- No. PR643 Deep Base 116 fl oz / 14 fl oz

Gloss: 5-11 @ 60°

Resin Type: 100% Acrylic

Weight per Gallon: 10.2 lb

% Solids by Volume: 33% ± 2%

% Solids by Weight: 44% ± 2%

VOC: <50 g/L

Flash Point: N/A

Viscosity: 95-105 KU

Recommended Film Thickness:

- Wet: 6.4 mils / Dry: 2.1 mils @ 250 sq ft/gal
- Wet: 4.0 mils / Dry: 1.3 mils @ 400 sq ft/gal

Coverage: 250-400 sq ft/gal, depending on the surface texture, porosity and application method. Does not include the loss of material from spraying. Film thickness depends on porosity and various substrate irregularities.

APPLICATION:

Brush: Nylon/polyester

Roller: 3/8" - 3/4" nap roller cover, depending on surface texture

Airless Spray:

- Tip: .015"-.021"
- Filter: 60 mesh
- Fluid Pressure: 1,800 - 2,800 psi

Thinning: DO NOT THIN. Product is formulated for use at package consistency only.

Dry Time: @77°F (25°C) & 50% RH

- To Touch: 2 hours
- To Recoat: 4 hours
- Full Cure: 14 days

Dry times are temperature, humidity, and film thickness dependent.

SURFACE PREPARATION:

All surfaces must be clean, free of dust, chalk, oil, grease, wax, polish, mold and mildew stains, loose and peeling paint, rust and all other foreign substances.

New Wood: Remove mill glaze with sandpaper or use a product such as BEHR PREMIUM® All-In-One Wood Cleaner No. 63 to open the pores of the wood and follow all label instructions. For severe stains caused by mold, mildew, algae and fungus, apply a mildew stain removing product. Set nails and fill holes, scratches, and gouges with the appropriate wood filler and let dry completely. Remove all dust with a wiping cloth. Fill all gaps with a 100% acrylic, siliconized, paintable caulking and allow to dry completely. Patched and filled surfaces should be sanded smooth and dusted clean prior to coating. **WARNING!** Sanding or scraping pressure treated lumber may be hazardous; wear appropriate protection.

New Masonry: The pH must be 10 or lower prior to coating. Smooth masonry may require an adequate profile for adhesion. For all other smooth trowel concrete, create an adequate profile for adhesion using a product such as muriatic acid etcher or with mechanical means. Remove all loose aggregate and debris. Prime the area with an alkali-resistant primer.

Steel: Minimum surface preparation is Hand Tool Cleaning in accordance with SSPC-SP2. Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. For optimal performance, use Commercial Blast Cleaning in accordance with SSPC-SP6. Prime the area with a rust-inhibitive primer the same day as cleaned.

Galvanized Steel: Solvent clean new galvanized metal in accordance with SSPC-SP1 to remove oil and grease from the surface. Pre-treat with a phosphoric acid solution or a commercially-available etching solution. Galvanized metal that has been passivated with chromates or silicates may require brush blasting in accordance with SSPC-SP16 to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning in accordance with SSPC-SP2. Prime the area the same day as cleaned.

COMPLIES WITH THE BELOW AS OF 12/1/2019

SCAQMD	YES	OTC	YES
CARB SCM 2007	YES	LADCO	YES
CARB	YES	AIM	YES
OTC Phase II	YES	MPI#	15,315

¹Please visit www.usgbc.org/LEED for additional details.

Shop-Primed Steel: As there is potential for many forms of contamination during storage and transport, a thorough cleaning is always recommended for shop-primed surfaces. Paint exposed areas, i.e., where shop primer is abraded, with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces. Note: Assess the integrity of the shop primer prior to application of subsequent coatings. Review all coatings intended for the project and confirm the compatibility between shop and field-applied coatings.

Aluminum: Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. Prime the area the same day as cleaned.

Stain-Blocking: After priming, test for stain bleed-through by applying the topcoat to a small section. If the stain bleeds through the topcoat, apply a second coat of primer and test again before topcoating the entire area. If bleeding continues, primer may need a longer dry time before applying topcoat.

Previously Painted Surfaces: Remove all loose and peeling paint and all other foreign substances. Clean any dirt and grease by scrubbing the surface with a detergent and water solution, followed by a thorough rinsing with clean water. Set nails and fill holes, scratches, and gouges with the appropriate wood filler and let dry completely. Remove all dust with a tack or wiping cloth. Fill all gaps with a 100% acrylic, siliconized, paintable caulking, and allow to completely dry prior to coating.

Glossy Surfaces: For maximum adhesion, sand the surface thoroughly to provide a rough surface before coating.

WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Center at 1-800-424-LEAD or log on to www.epa.gov/lead.



e600 EXTERIOR SATIN PAINT

NO. PR640 WHITE BASE

SYSTEM RECOMMENDATIONS:

Wood:

- 1 coat BEHR® Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR PRO® e600 Exterior Paint

Masonry: Concrete, Cement, Brick, Stucco, EIFS

- 1 coat BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436 (recommended for masonry with pH levels up to 13)
- 2 coats BEHR PRO e600 Exterior Paint

Concrete Masonry Units: Concrete Block, Cinder Block, Split-Face Block

- 1 coat BEHR DRYPLUS® Masonry Waterproofer No. 875
- 2 coats BEHR PRO e600 Exterior Paint

Fiber-Cement

- 1 coat BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR PRO e600 Exterior Paint

Ferrous and Non-Ferrous Metals:

- 1 coat BEHR Interior/Exterior Metal Primer No. 435 (recommended for optimal corrosion resistance or when priming over sound rusty metal surfaces) or BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR PRO e600 Exterior Paint

Vinyl, PVC, Fiberglass, Architectural Plastics

- 1 coat BEHR Interior/Exterior Bonding Primer No. 432 or BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR PRO e600 Exterior Paint

NOTE: Certain substrate and exposure conditions, as well as project requirements, may necessitate the use of other substrate-specific or solution-driven primers. Please consult with a BEHR PRO® Rep for specific primer recommendations.

CLEAN-UP/DISPOSAL:

Clean all tools and equipment with warm, soapy water. Do not dispose of this product down a drain. If spilled, contain material and remove with an inert absorbent. Dispose of contaminated absorbent, container and unused product in accordance with all current federal, state and local regulations. For recycling or disposal of empty containers, unused product and soiled rags, contact your household refuse collection service.

CAUTIONS/LIMITATIONS:

- Protect from freezing.
- Do not use on floors.
- For best results, apply when air, material and surface temperatures are between 35°F and 90°F. When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperatures are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours. Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours. Do not apply in direct sunlight. Temperatures above 90°F can cause the paint to dry too fast.
- Allow 2 weeks for full cure before washing or cleaning.
- Shelf life under normal conditions is 2 years unopened.

GENERAL INFORMATION:

CAUTION IRRITANT MAY CAUSE EYE, NOSE AND THROAT IRRITATION. AVOID CONTACT WITH SKIN AND EYES AND AVOID BREATHING OF VAPORS AND SPRAY MIST. WEAR EYE PROTECTION AND PROTECTIVE CLOTHING. USE ONLY WITH ADEQUATE VENTILATION. To avoid breathing vapors and spray mist, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches or dizziness, increase fresh air. If properly used, a respirator (NIOSH approved for organic vapor with P series particulate pre-filter) may offer additional protection; obtain professional advice before using. A dust mask does not provide protection against vapors. Avoid contact with eyes and skin. Wash thoroughly after handling. Close container after each use.

FIRST AID: If you experience difficulty in breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical assistance immediately. In case of eye contact, flush immediately with plenty of water for at least 20 minutes and get medical attention; for skin, wash thoroughly with soap and water. If swallowed, get medical attention immediately.

CAUTION: KEEP OUT OF REACH OF CHILDREN – DO NOT TAKE INTERNALLY.



SAFETY DATA SHEET

1. Identification

Product identifier BEHR® PRO e600 Exterior Satin - White Base

Other means of identification

Product code PR640

Recommended use Architectural Coating

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Supplier Behr Process Corp.
1801 E. St. Andrew Place
Santa Ana, CA 92705

Telephone 714-545-7101

Emergency telephone +1 760 476 3962
+1 866 519 4752

Access code 335213

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Carcinogenicity Category 2

OSHA defined hazards Not classified.

Label elements



Signal word Warning

Hazard statement Suspected of causing cancer.

Precautionary statement

Prevention Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves/protective clothing/eye protection/face protection.

Response If exposed or concerned: Get medical advice/attention.

Storage Store locked up.

Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information None.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Titanium dioxide	13463-67-7	10 - 30
Mica	12001-26-2	1 - 5
Diuron	330-54-1	0.1 - 1

Composition comments All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

The manufacturer has claimed the exact percentage as trade secret under the OSHA Hazard Communication Standard.

4. First-aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Wash off with soap and water. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Keep victim under observation. Symptoms may be delayed.
General information	IF exposed or concerned: Get medical advice/attention. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	This product is miscible in water. Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. Put material in suitable, covered, labeled containers. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Avoid prolonged exposure. Should be handled in closed systems, if possible. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Store in tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value	Form
Titanium dioxide (CAS 13463-67-7)	PEL	15 mg/m ³	Total dust.

US. OSHA Table Z-3 (29 CFR 1910.1000)

Components	Type	Value	Form
Mica (CAS 12001-26-2)	TWA	20 mppcf	
Titanium dioxide (CAS 13463-67-7)	TWA	5 mg/m ³	Respirable fraction.
		15 mg/m ³	Total dust.
		50 mppcf	Total dust.
		15 mppcf	Respirable fraction.

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
Diuron (CAS 330-54-1)	TWA	10 mg/m ³	
Mica (CAS 12001-26-2)	TWA	3 mg/m ³	Respirable fraction.
Titanium dioxide (CAS 13463-67-7)	TWA	10 mg/m ³	

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value	Form
Diuron (CAS 330-54-1)	TWA	10 mg/m ³	
Mica (CAS 12001-26-2)	TWA	3 mg/m ³	Respirable.

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Wear safety glasses with side shields (or goggles).

Skin protection**Hand protection**

Wear appropriate chemical resistant gloves.

Skin protection**Other**

Use of an impervious apron is recommended. Wear appropriate chemical resistant clothing.

Respiratory protection

If airborne concentrations are above the applicable exposure limits, use NIOSH approved respiratory protection. Use a positive-pressure air-supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air-purifying respirators may not provide adequate protection.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Observe any medical surveillance requirements. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties**Appearance****Physical state**

Liquid.

Form

Liquid.

Color

White.

Odor

Slight.

Odor threshold

Not available.

pH

7 - 10

Melting point/freezing point

Not available.

Initial boiling point and boiling range

> 99 °F (> 37.2 °C)

Flash point

Not available.

Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	1.23
Solubility(ies)	
Solubility (water)	Soluble.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	50 - 140 KU (25 °C)
Other information	
Density	10.25 lbs/gal
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
VOC	16 g/l (excluding water) (Coating) 45 g/l (including water) (Material)

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful.
Skin contact	Prolonged skin contact may cause temporary irritation.
Eye contact	Direct contact with eyes may cause temporary irritation.
Ingestion	Expected to be a low ingestion hazard.

Symptoms related to the physical, chemical and toxicological characteristics Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity

Components	Species	Test Results
Titanium dioxide (CAS 13463-67-7)		
<u>Acute</u>		
Oral		
LD50	Rat	> 5000 mg/kg

Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
Serious eye damage/eye irritation	Direct contact with eyes may cause temporary irritation.

Respiratory or skin sensitization

Respiratory sensitization	Not a respiratory sensitizer.
Skin sensitization	This product is not expected to cause skin sensitization.
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	Suspected of causing cancer.

IARC Monographs. Overall Evaluation of Carcinogenicity

Titanium dioxide (CAS 13463-67-7) 2B Possibly carcinogenic to humans.

NTP Report on Carcinogens

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not an aspiration hazard.
Chronic effects	Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity	Harmful to aquatic life.
Persistence and degradability	No data is available on the degradability of any ingredients in the mixture.
Bioaccumulative potential	No data available.
Mobility in soil	This product is water soluble and may disperse in soil.
Other adverse effects	The product contains volatile organic compounds which have a photochemical ozone creation potential.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT	Not regulated as dangerous goods.
IATA	Not regulated as dangerous goods.
IMDG	Not regulated as dangerous goods.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not applicable.

15. Regulatory information

US federal regulations	This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
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TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Ammonium hydroxide (CAS 1336-21-6) Listed.

Diuron (CAS 330-54-1) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

Toxic Substances Control Act (TSCA)

All components are listed on or exempt from the U.S. EPA TSCA Inventory List.

Superfund Amendments and Reauthorization Act of 1986 (SARA)**SARA 302 Extremely hazardous substance**

Not listed.

SARA 311/312 Hazardous chemical Yes**Classified hazard categories** Carcinogenicity**SARA 313 (TRI reporting)**

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.**US state regulations****US. Massachusetts RTK - Substance List**

Ammonium hydroxide (CAS 1336-21-6)

Diuron (CAS 330-54-1)

Mica (CAS 12001-26-2)

Titanium dioxide (CAS 13463-67-7)

US. New Jersey Worker and Community Right-to-Know Act

Ammonium hydroxide (CAS 1336-21-6)

Diuron (CAS 330-54-1)

Mica (CAS 12001-26-2)

Mildewcide (CAS 55406-53-6)

Titanium dioxide (CAS 13463-67-7)

US. Pennsylvania Worker and Community Right-to-Know Law

Ammonium hydroxide (CAS 1336-21-6)

Diuron (CAS 330-54-1)

Mica (CAS 12001-26-2)

Titanium dioxide (CAS 13463-67-7)

US. Rhode Island RTK

Diuron (CAS 330-54-1)

Mica (CAS 12001-26-2)

Titanium dioxide (CAS 13463-67-7)

16. Other information, including date of preparation or last revision

Issue date	26-December-2019
Revision date	29-August-2020
Version #	02
HMIS® ratings	Health: 0*
	Flammability: 0
	Physical hazard: 0

List of abbreviations

DOT: Department of Transportation (49 CFR 172.101).
IATA: International Air Transport Association.
IBC Code: International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk.
IMDG Code: International Maritime Dangerous Goods Code.
LC50: Lethal Concentration, 50%.
LD50: Lethal Dose, 50%.
MARPOL: International Convention for the Prevention of Pollution from Ships.
PEL: Permissible Exposure Limit.
TWA: Time Weighted Average Value.

References

HSDB® - Hazardous Substances Data Bank
IARC Monographs. Overall Evaluation of Carcinogenicity

Disclaimer

Behr Process Corp cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use. The information in the sheet was written based on the best knowledge and experience currently available.

TECHNICAL DATA SHEET



INTERIOR/EXTERIOR DIRECT-TO-METAL SEMI-GLOSS PAINT

NO. 3200 WHITE

PRODUCT INFORMATION

BEHR PREMIUM® Interior/Exterior Direct-To-Metal Semi-Gloss Paint is engineered for excellent adhesion to a variety of properly prepared or primed residential and light commercial metal surfaces. It provides a durable finish that withstands tough elements on both interior and exterior surfaces. It has excellent corrosion and flash rust resistance and is intended for use in conditions of repeated heavy abrasion, including mechanical wear and repeated scrubbing with industrial solvents, cleaners and scouring agents. This product can also be used on other properly prepared and primed substrates, such as drywall, wood and masonry.

RECOMMENDED USES:

Ideal for properly prepared coated and uncoated interior & exterior substrates such as:

- Steel
- Galvanized Steel
- Aluminum
- Other Ferrous Metal
- Other Non-Ferrous Metal
- Drywall/Gypsum Board
- Plaster
- Stucco
- Concrete
- Masonry
- Brick
- Concrete Masonry Units
- Wood
- Engineered Wood
- Architectural Plastics

PRODUCT SPECIFICATIONS:

Tint Bases/Max Tint Load:

- No. 3200 White 124 fl oz / 6 fl oz
- No. 3230 Deep Base 116 fl oz / 10 fl oz

Pre-Mixed colors:

- No. 3210 Red
- No. 3220 Black

Gloss: 45 – 55 @ 60°

Resin Type: Styrene Acrylic

Weight per Gallon: 10.1 lb

% Solids by Volume: 33% ± 2%

% Solids by Weight: 45% ± 2%

VOC: < 50 g/L

Flash Point: N/A

Viscosity: 95 – 105 KU

Recommended Film Thickness:

- 1st Coat Wet: 4.6 mils / Dry: 1.5 mils @ 350 sq ft / gal
- 2nd Coat Wet: 4.0 mils / Dry: 1.3 mils @ 400 sq ft/gal

Two (2) coats are required for optimum protection and for applications where this product is used as a self-priming system

Coverage: 350 – 400 sq ft/gal depending on application method and substrate porosity. Does not include the loss of material from spraying.

APPLICATION:

Brush: High Quality Synthetic

Roller: 1/4" – 3/8" nap roller cover, depending on surface texture

Airless Spray:

- Tip: .013" – .017"
- Filter: 60 mesh
- Fluid Pressure: 1,400 – 2,400 psi

Thinning: Not recommended. Product is formulated for use at package consistency only.

Dry Time: @ 77°F & 50% RH

To Touch: 1 hour

To Recoat: 3 hours

Full Cure: 4 weeks

Dry times are temperature, humidity and film thickness dependent. Darker colors may require additional dry time between coats.

SURFACE PREPARATION:

All surfaces must be clean, free of dust, chalk, oil, grease, wax, polish, mold and mildew stains, loose and peeling paint, rust and all other foreign substances.

Steel: Minimum surface preparation is Hand Tool Cleaning in accordance with SSPC-SP2. Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. For optimal performance, use Commercial Blast Cleaning in accordance with SSPC-SP6. Prime the area with a rust-inhibitive primer the same day as cleaned.

Galvanized Steel: Solvent clean new galvanized metal in accordance with SSPC-SP1 to remove oil and grease from the surface. Pre-treat with a phosphoric acid solution or a commercially-available etching solution. Galvanized metal that has been passivated with chromates or silicates may require brush blasting in accordance with SSPC-SP16 to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning in accordance with SSPC-SP2. Prime the area the same day as cleaned.

Shop-Primed Steel: As there is potential for many forms of contamination during storage and transport, a thorough cleaning is always recommended for shop-primed surfaces. Paint exposed areas, i.e., where shop primer is abraded, with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces. Note: Assess the integrity of the shop primer prior to application of subsequent coatings. Review all coatings intended for the project and confirm the compatibility between shop and field-applied coatings.

COMPLIES WITH THE BELOW AS OF 6/1/2020

SCAQMD	YES	GREENGUARD**	YES
CARB SCM 2007	YES	LEED® v.4 ¹	YES
OTC Phase II	YES	CHPS	YES
LADCO	YES	NAHB/ICC NGBS	YES
AIM	YES	MPI	153,163

*GREENGUARD is a registered trademark of UL Company. Please visit www.usgbc.org/LEED for additional details.

This coating conforms to the United States Department of Agriculture (USDA) regulatory requirements for incidental food-contact materials intended for use on surfaces not in direct contact with food, such as walls, floors and ceilings.

Aluminum: Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. Prime the area the same day as cleaned.

Drywall: All drywall surfaces should be sufficiently sanded smooth. Remove any remaining drywall dust prior to priming. Allow all drywall compounds to be completely dry prior to coating.

Wood: Remove mill glaze with sandpaper or use a product such as BEHR PREMIUM® All-In-One Wood Cleaner No. 63 (exterior only) to open the pores of the wood and follow all label instructions. For severe stains caused by mold, mildew, algae and fungus, apply a mildew stain removing product. Set nails and fill holes, scratches, and gouges with the appropriate wood filler and let dry completely. Remove all dust with a wiping cloth. Fill all gaps with a 100% acrylic, siliconized, paintable caulking and allow to dry completely. Patched and filled surfaces should be sanded smooth and dusted clean prior to coating. **WARNING!** Sanding or scraping pressure treated lumber may be hazardous; wear appropriate protection.

Masonry: Allow to cure for 30 days. The pH must be 10 or lower prior to coating. Remove bond breakers and all form release and curing agents. Smooth masonry may require an adequate profile for adhesion. Remove all loose aggregate and debris. If painting cannot wait 30 days or pH level is above 10, allow the surface to cure 7 days and prime the surface with an alkali-resistant primer.

Plaster: New plaster should be thoroughly dried out and cured for a minimum of 30 days before painting. When cured, clean using a mixed solution of one part vinegar and one part water to remove efflorescence and neutralize. Prime the area with an alkali-resistant primer.



INTERIOR/EXTERIOR DIRECT-TO-METAL SEMI-GLOSS PAINT NO. 3200 WHITE

Stain-Blocking: After priming, test for stain bleed-through by applying the topcoat to a small section. If the stain bleeds through the topcoat, apply a second coat of primer and test again before topcoating the entire area. If bleeding continues, primer may need a longer dry time before applying topcoat.

Previously Painted Surfaces: Remove all loose and peeling paint and all other foreign substances. Clean any dirt and grease by scrubbing the surface with a detergent and water solution, followed by a thorough rinsing with clean water. Set nails and fill holes, scratches, and gouges with the appropriate wood filler and let dry completely. Remove all dust with a tack or wiping cloth. Fill all gaps with a 100% acrylic, siliconized, paintable caulking, and allow to completely dry prior to coating.

Glossy Surfaces: For maximum adhesion, sand the surface thoroughly to provide a rough surface before coating

WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting Health Canada at 1-866-225-0709 or log on to www.canada.ca/en/health-canada/services/home-safety/lead-based-paint.

SYSTEM RECOMMENDATIONS:

Ferrous Metal

- Self-prime using 2 coats of BEHR® Direct-To-Metal Interior/Exterior Paint
- or
- 1 coat BEHR Interior/Exterior Metal Primer No. 435 (recommended for optimal corrosion resistance or when priming over sound rusty metal surfaces) or BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR Direct-To-Metal Interior/Exterior Paint

Non-Ferrous Metal

- 1 coat BEHR Interior/Exterior Metal Primer No. 435 or BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR Direct-To-Metal Interior/Exterior Paint

Drywall/Gypsum Wallboard

- 1 coat BEHR Drywall Plus Interior Primer & Sealer No. 73 or BEHR Kitchen, Bath & Trim Interior Stain-Blocking Primer & Sealer No. 75 (recommended for optimal enamel hold out)
- 2 coats BEHR Direct-To-Metal Interior/Exterior Paint

Wood

- 1 coat BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR Direct-To-Metal Interior/Exterior Paint

Masonry: Concrete, Cement, Brick, Stucco, EIFS

- 1 coat BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR Direct-To-Metal Interior/Exterior Paint

Concrete Masonry Units: Concrete Block, Cinder Block, Split-Face Block

- 1 coat BEHR DRYPLUS® Masonry Waterproofer No. 875
- 2 coats BEHR Direct-To-Metal Interior/Exterior Paint

Fiber-Cement

- 1 coat BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR Direct-To-Metal Interior/Exterior

Paint Vinyl, PVC, Fiberglass, Architectural Plastics

- 1 coat BEHR Interior/Exterior Bonding Primer No. 432 or BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR Direct-To-Metal Interior/Exterior Paint

NOTE: Certain substrate and exposure conditions, as well as project requirements, may necessitate the use of other substrate-specific or solution-driven primers.

PERFORMANCE DATA:

Accelerated Weathering (ASTM D4587 QUV-A)

Result: Pass - 1,000 hrs

Direct Impact Resistance (ASTM D2794)

Result: >160 in-lb

Adhesion (ASTM D4541; substrate - CRS)

Result: > 300 psi

Adhesion (ASTM D3359; substrate – aluminum)

Result: 5B

Abrasion Resistance (ASTM D4060; CS17 wheel, 1,000 cycles, 1 kg load)

Result: < 50 mg loss

Corrosion Resistance (ASTM G85; Annex #5, 1,000 hrs)

Result: Rating 10 per ASTM D714 for blistering
Rating 9 per ASTM D610 for rusting, less than 2 mm rust creep from scribe

Flexibility (ASTM D522; 180° bend, 1/8" mandrel)

Result: Pass

Moisture Condensation Resistance (ASTM D4585; 100°F, 1,000 hrs)

Result: Pass

Pencil Hardness (ASTM D3363)

Result: HB

Block Resistance (ASTM D2793; aluminum, class III)

Result: B0

Mar Resistance (ASTM D5178; CRS)

Result: 4 kg

Chemical Resistance (ASTM D1308; 1 hr unless otherwise noted)

Result: No film defects when tested with the following chemicals

- 50% Sulfuric Acid
- 25% Sodium Hydroxide
- 10% Hydrochloric Acid
- 5% Phosphoric Acid
- Methanol
- Aliphatic Hydrocarbon Solvent – 2 hrs
- Motor Oil (10W30) – 2hrs
- Vegetable Oil – 2 hrs

Salt Spray Resistance (ASTM B117; 200 hrs, with primer)

Result: Rating 10 for blistering
Rating 5% for rust on the scribe

CLEAN-UP/DISPOSAL:

Clean all tools and equipment with warm, soapy water. Do not dispose of this product down a drain. If spilled, contain material and remove with an inert absorbent. Dispose of contaminated absorbent, container and unused product in accordance with all current federal, state and local regulations. For recycling or disposal of empty containers, unused product and soiled rags, contact your household refuse collection service.

TECHNICAL DATA SHEET



INTERIOR/EXTERIOR DIRECT-TO-METAL SEMI-GLOSS PAINT

NO. 3200 WHITE

CAUTIONS/LIMITATIONS:

- Protect from freezing.
- Do not use on floors.
- For best results, apply when air, material and surface temperatures are between 40°F and 90°F, the relative humidity is no greater than 85%, and surface is at least 5°F above dew point. Do not apply in direct sunlight. Temperatures above 90°F can cause the paint to dry too fast, whereas temperatures below 40°F can inhibit proper film formation.
- Allow 4 weeks before washing or cleaning for full cure.
- High tint load colors, such as safety and deep base colors, may impact final film properties. A primer such as BEHR Interior/Exterior Metal Primer No. 435 is recommended for best results.
- Not for direct application to surfaces finished with baked-on enamels and powder coatings.
- Certain colors may require additional coats for complete hide.
- Shelf life under normal conditions is 2 years unopened.

GENERAL INFORMATION:

CAUTION IRRITANT MAY CAUSE EYE, NOSE AND THROAT IRRITATION. AVOID CONTACT WITH SKIN AND EYES AND AVOID BREATHING OF VAPORS AND SPRAY MIST. WEAR EYE PROTECTION AND PROTECTIVE CLOTHING. USE ONLY WITH ADEQUATE VENTILATION. To avoid breathing vapors and spray mist, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches or dizziness, increase fresh air. If properly used, a respirator (NIOSH approved for organic vapor with P series particulate pre-filter) may offer additional protection; obtain professional advice before using. A dust mask does not provide protection against vapors. Avoid contact with eyes and skin. Wash thoroughly after handling. Close container after each use.

FIRST AID: If you experience difficulty in breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical assistance immediately. In case of eye contact, flush immediately with plenty of water for at least 20 minutes and get medical attention; for skin, wash thoroughly with soap and water. If swallowed, get medical attention immediately.

CAUTION: KEEP OUT OF REACH OF CHILDREN – DO NOT TAKE INTERNALLY.



SAFETY DATA SHEET

1. Identification

Product identifier BEHR® PREMIUM Interior/Exterior Direct-to-Metal Semi-Gloss Paint - White

Other means of identification

Product number 3200

Recommended use Architectural Coating

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Supplier Behr Process Corp.
1801 E. St. Andrew Place
Santa Ana, CA 92705

Telephone 714-545-7101

Emergency telephone +1 760 476 3962
+1 866 519 4752

Access code 335213

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Carcinogenicity Category 2

OSHA defined hazards Not classified.

Label elements



Signal word Warning

Hazard statement Suspected of causing cancer.

Precautionary statement

Prevention Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves/protective clothing/eye protection/face protection.

Response If exposed or concerned: Get medical advice/attention.

Storage Store locked up.

Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information None.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Titanium dioxide	13463-67-7	10 - 30
Diphenyl ketone	119-61-9	0.5 - 1.5
Kaolin	1332-58-7	0.5 - 1.5

Composition comments All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

The manufacturer has claimed the exact percentage as trade secret under the OSHA Hazard Communication Standard.

4. First-aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Wash off with soap and water. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Keep victim under observation. Symptoms may be delayed.
General information	IF exposed or concerned: Get medical advice/attention. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	This product is miscible in water. Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. Put material in suitable, covered, labeled containers. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Avoid prolonged exposure. Should be handled in closed systems, if possible. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Store in tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value	Form
Kaolin (CAS 1332-58-7)	PEL	5 mg/m ³	Respirable fraction.
		15 mg/m ³	Total dust.

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value	Form
Titanium dioxide (CAS 13463-67-7)	PEL	15 mg/m ³	Total dust.

US. OSHA Table Z-3 (29 CFR 1910.1000)

Components	Type	Value	Form
Kaolin (CAS 1332-58-7)	TWA	5 mg/m ³	Respirable fraction.
		15 mg/m ³	Total dust.
		50 mppcf	Total dust.
		15 mppcf	Respirable fraction.
Titanium dioxide (CAS 13463-67-7)	TWA	5 mg/m ³	Respirable fraction.
		15 mg/m ³	Total dust.
		50 mppcf	Total dust.
		15 mppcf	Respirable fraction.

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
Diuron (CAS 330-54-1)	TWA	10 mg/m ³	
Kaolin (CAS 1332-58-7)	TWA	2 mg/m ³	Respirable fraction.
		10 mg/m ³	
Titanium dioxide (CAS 13463-67-7)	TWA	10 mg/m ³	

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value	Form
Diuron (CAS 330-54-1)	TWA	10 mg/m ³	
Kaolin (CAS 1332-58-7)	TWA	5 mg/m ³	Respirable.
		10 mg/m ³	Total

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
Diphenyl ketone (CAS 119-61-9)	TWA	0.5 mg/m ³

Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Wear safety glasses with side shields (or goggles).
Skin protection	
Hand protection	Wear appropriate chemical resistant gloves.
Skin protection	
Other	Use of an impervious apron is recommended.
Respiratory protection	If airborne concentrations are above the applicable exposure limits, use NIOSH approved respiratory protection. Use a positive-pressure air-supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air-purifying respirators may not provide adequate protection.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Observe any medical surveillance requirements. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state	Liquid.
Form	Liquid.
Color	White.
Odor	Slight.
Odor threshold	Not available.
pH	7 - 10
Melting point/freezing point	Not available.
Initial boiling point and boiling range	> 99 °F (> 37.2 °C)
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	1.22
Solubility(ies)	
Solubility (water)	Soluble.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	50 - 140 KU at 25°C
Other information	
Density	10.13 lbs/gal
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
VOC	16 g/l (including water) (Material) 46 g/l (excluding water) (Coating)

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful.
Skin contact	Prolonged skin contact may cause temporary irritation.
Eye contact	Direct contact with eyes may cause temporary irritation.
Ingestion	Expected to be a low ingestion hazard.

Symptoms related to the physical, chemical and toxicological characteristics Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity

Components	Species	Test Results
Diphenyl ketone (CAS 119-61-9)		
Acute		
Dermal		
LD50	Rabbit	3535 mg/kg
Titanium dioxide (CAS 13463-67-7)		
Acute		
Oral		
LD50	Rat	> 5000 mg/kg

Skin corrosion/irritation Prolonged skin contact may cause temporary irritation.

Serious eye damage/eye irritation Direct contact with eyes may cause temporary irritation.

Respiratory or skin sensitization

Respiratory sensitization Not a respiratory sensitizer.

Skin sensitization This product is not expected to cause skin sensitization.

Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity Suspected of causing cancer.

IARC Monographs. Overall Evaluation of Carcinogenicity

Diphenyl ketone (CAS 119-61-9)	2B Possibly carcinogenic to humans.
Sodium nitrite (CAS 7632-00-0)	2A Probably carcinogenic to humans.
Titanium dioxide (CAS 13463-67-7)	2B Possibly carcinogenic to humans.

NTP Report on Carcinogens

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure Not classified.

Specific target organ toxicity - repeated exposure Not classified.

Aspiration hazard Not an aspiration hazard.

Chronic effects Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity Harmful to aquatic life with long lasting effects.

Persistence and degradability No data is available on the degradability of any ingredients in the mixture.

Bioaccumulative potential No data available.

Mobility in soil No data available.

Other adverse effects The product contains volatile organic compounds which have a photochemical ozone creation potential.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

Not regulated as dangerous goods.

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not applicable.

15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Diphenyl ketone (CAS 119-61-9) 0.1 % One-Time Export Notification only.

CERCLA Hazardous Substance List (40 CFR 302.4)

Ammonium hydroxide (CAS 1336-21-6) Listed.

Diuron (CAS 330-54-1) Listed.

Sodium nitrite (CAS 7632-00-0) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

Toxic Substances Control Act (TSCA) All components are listed on or exempt from the U.S. EPA TSCA Inventory List.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

Classified hazard categories Carcinogenicity

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Contains component(s) regulated under the Safe Drinking Water Act.

US state regulations

US. Massachusetts RTK - Substance List

Ammonium hydroxide (CAS 1336-21-6)

Diuron (CAS 330-54-1)

Kaolin (CAS 1332-58-7)

Sodium nitrite (CAS 7632-00-0)

Titanium dioxide (CAS 13463-67-7)

US. New Jersey Worker and Community Right-to-Know Act

Ammonium hydroxide (CAS 1336-21-6)

Diuron (CAS 330-54-1)
 Kaolin (CAS 1332-58-7)
 Mildewcide (CAS 55406-53-6)
 Sodium nitrite (CAS 7632-00-0)
 Titanium dioxide (CAS 13463-67-7)

US. Pennsylvania Worker and Community Right-to-Know Law

Ammonium hydroxide (CAS 1336-21-6)
 Diuron (CAS 330-54-1)
 Kaolin (CAS 1332-58-7)
 Sodium nitrite (CAS 7632-00-0)
 Titanium dioxide (CAS 13463-67-7)

US. Rhode Island RTK

Diuron (CAS 330-54-1)
 Kaolin (CAS 1332-58-7)
 Titanium dioxide (CAS 13463-67-7)

16. Other information, including date of preparation or last revision

Issue date	05-December-2019
Revision date	14-August-2020
Version #	02
HMIS® ratings	Health: 0* Flammability: 0 Physical hazard: 0
List of abbreviations	DOT: Department of Transportation (49 CFR 172.101). IATA: International Air Transport Association. IBC Code: International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk. IMDG Code: International Maritime Dangerous Goods Code. LC50: Lethal Concentration, 50%. LD50: Lethal Dose, 50%. MARPOL: International Convention for the Prevention of Pollution from Ships. PEL: Permissible Exposure Limit. TWA: Time Weighted Average Value.
References	HSDB® - Hazardous Substances Data Bank IARC Monographs. Overall Evaluation of Carcinogenicity
Disclaimer	Behr Process Corp cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use. The information in the sheet was written based on the best knowledge and experience currently available.



MULTI-SURFACE INTERIOR/EXTERIOR STAIN-BLOCKING PRIMER & SEALER

NO. 436

PRODUCT INFORMATION

BEHR® Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer blocks medium to heavy stains and has excellent adhesion to multiple substrates. It offers corrosion and rust resistant properties to ferrous and non-ferrous metals. This product also provides a high-hide, mildew-resistant primer film with quick recoat time and can be applied to masonry surfaces with a pH level up to 13.

RECOMMENDED USES:

This all-in-one, primer and sealer, is recommended for use with all BEHR interior and exterior paints. Use over properly prepared uncoated and previously painted interior and exterior surfaces such as:

- Masonry
- Concrete/Tilt-Up
- Drywall/Gypsum Board
- Non-Ferrous Metals
- Wood
- Aluminum
- Stucco
- Concrete Block/CMU
- Architectural Plastics
- Ferrous Metals
- Fiberglass
- Galvanized Metal
- Plaster
- Fiber Cement
- Vinyl/PVC
- Engineered Wood
- Brick

PRODUCT SPECIFICATIONS:

Tint Bases/Max Tint Load:

No. 436 126 fl oz / 4 fl oz

Resin Type: Acrylic

Weight per Gallon: 10.9 lb

% Solids by Volume: 45% ± 2%

% Solids by Weight: 58% ± 2%

VOC: <50 g/L

Flash Point: N/A

Viscosity: 98 – 108 KU

Recommended Film Thickness:

Wet: 6.4 mils / Dry: 2.9 mils @ 250 sq ft/gal

Wet: 4.0 mils / Dry: 1.8 mils @ 400 sq ft/gal

Coverage: 250 – 400 sq ft/gal depending on application method and substrate porosity. Does not include the loss of material from spraying.

APPLICATION:

Brush: Nylon/polyester

Roller: 3/8" – 1/2" nap roller cover, depending on surface texture

Airless Spray:

Tip: .015" – .021"

Filter: 60 mesh

Fluid pressure: 1,800 – 2,500 psi

Thinning: Do not thin if using a roller or brush; if using a sprayer and thinning is required, thin with water at a rate of no more than 1/2 pint per gallon.

Dry Time: @ 77°F & 50% RH

Longer dry time may be required in cooler temperatures and higher humidity.

To Touch: 30 minutes

To Recoat: 1 hour

SURFACE PREPARATION:

All surfaces must be clean, free of dust, chalk, oil, grease, wax, polish, mold and mildew stains, loose and peeling paint, rust and all other foreign substances.

Drywall: All drywall surfaces should be sufficiently sanded smooth. Remove any remaining drywall dust prior to priming. Allow all drywall compounds to be completely dry prior to coating.

Wood: Remove mill glaze with sandpaper or use a product such as BEHR PREMIUM® All-In-One Wood Cleaner No. 63 (exterior only) to open the pores of the wood and follow all label instructions. For severe stains caused by mold, mildew, algae and fungus, apply a mildew stain removing product. Set nails and fill holes, scratches, and gouges with the appropriate wood filler and let dry completely. Remove all dust with a wiping cloth. Fill all gaps with a 100% acrylic, siliconized, paintable caulking and allow to dry completely. Patched and filled surfaces should be sanded smooth and dusted clean prior to coating. **WARNING!** Sanding or scraping pressure treated lumber may be hazardous; wear appropriate protection.

Weathered-Wood Surfaces: To remove loose wood fibers, latex, oil-based and 100% acrylic coatings on new or weathered wood decks, siding, fences, shakes and shingles, use a product such as BEHR PREMIUM Wood Stain & Finish Stripper No. 64 and follow all label instructions. Use a product such as BEHR PREMIUM All-In-One Wood Cleaner No. 63 and follow all label instructions to clean and brighten the wood surface and to remove light to medium stains caused by mold, mildew, algae and fungus.

Masonry: Allow to cure for 30 days. Remove bond breakers and all form release and curing agents. Smooth masonry may require an adequate profile for adhesion. Remove all loose aggregate and debris. If painting cannot wait 30 days, allow the surface to cure 7 days before priming.

COMPLIES WITH THE BELOW AS OF 9/1/2020			
SCAQMD	YES	GREENGUARD® ¹	YES
CARB SCM 2007	YES	LEED® v.4 ¹	YES
OTC Phase II	YES	MPI	3, 6, 17, 39, 50, 107, 134, 137
OTC	YES	MPI X-GREEN	3, 17, 107, 137
LADCO	YES	CHPS	YES
AIM	YES	NAHB/ICC NGBS	YES

This coating conforms to USDA regulatory requirements for incidental food-contact materials intended for use on surfaces not in direct contact with food, such as walls, floors and ceilings.

¹GREENGUARD is a registered trademark of UL Company.

¹Please visit www.usgbc.org/LEED for additional details.

Plaster: New plaster should be thoroughly dried out and cured for a minimum of 30 days before painting. When cured, clean using a mixed solution of one part vinegar and one part water to remove efflorescence and neutralize.

Steel: Minimum surface preparation is Hand Tool Cleaning in accordance with SSPC-SP2. Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. For optimal performance, use Commercial Blast Cleaning in accordance with SSPC-SP6. Prime the area the same day as cleaned.

Galvanized Steel: Solvent clean new galvanized metal in accordance with SSPC-SP1 to remove oil and grease from the surface. Pre-treat with a phosphoric acid solution or a commercially-available etching solution. Galvanized metal that has been passivated with chromates or silicates may require brush blasting in accordance with SSPC-SP16 to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning in accordance with SSPC-SP2. Prime the area the same day as cleaned.

Shop-Primed Steel: As there is potential for many forms of contamination during storage and transport, a thorough cleaning is always recommended for shop-primed surfaces. Paint exposed areas, i.e., where shop primer is abraded, with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces. Note: Assess the integrity of the shop primer prior to application of subsequent coatings. Review all coatings intended for the project and confirm the compatibility between shop and field-applied coatings.

Aluminum: Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. Prime the area the same day as cleaned.





MULTI-SURFACE INTERIOR/EXTERIOR STAIN-BLOCKING PRIMER & SEALER

NO. 436

Stain-Blocking: After priming, test for stain bleed-through by applying the topcoat to a small section. If the stain bleeds through the topcoat, apply a second coat of primer and test again before topcoating the entire area. If bleeding continues, primer may need a longer dry time before applying topcoat. On stained surfaces, topcoat in 4 hours; for heavy stains, topcoat in 16 hours. Two coats may be needed over heavy stains and tannin-rich wood.

Previously Painted Surfaces: Remove all loose and peeling paint and all other foreign substances. Clean any dirt and grease by scrubbing the surface with a detergent and water solution, followed by a thorough rinsing with clean water. Set nails and fill holes, scratches, and gouges with the appropriate patching material. Let dry completely and sand smooth. Fill all gaps with a 100% acrylic, siliconized, paintable caulking, and allow to completely dry prior to coating.

Glossy Surfaces: For maximum adhesion, sand the surface thoroughly to provide a rough surface before coating.

WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Center at 1-800-424-LEAD or log on to www.epa.gov/lead.

CLEAN-UP/DISPOSAL:

Clean all tools and equipment with warm, soapy water. Do not dispose of this product down a drain. If spilled, contain material and remove with an inert absorbent. Dispose of contaminated absorbent, container and unused product in accordance with all current federal, state and local regulations. For recycling or disposal of empty containers, unused product and soiled rags, contact your household refuse collection service.

CAUTIONS/LIMITATIONS:

- Protect from freezing.
- For use on properly prepared exterior wood floors when applying BEHR® Porch and Patio Floor paint. Not for use on concrete and masonry floors.
- For best results, apply when air, material and surface temperatures are between 35°F and 90°F. Do not apply in direct sunlight. Temperatures above 90°F can cause the paint to dry too fast, whereas temperatures below 35°F can inhibit proper film formation.
- Surface temperature during application should be at least 5°F above dew point.
- Application of coating when the relative humidity is above 85% will adversely affect coating performance.
- Topcoat within 30 days.
- Shelf life under normal conditions is two years unopened.

GENERAL INFORMATION:

WARNING! CAUSES EYE AND SKIN IRRITATION. MAY CAUSE RESPIRATORY TRACT IRRITATION. CONTAINS: ETHYLENE GLYCOL, CRYSTALLINE SILICA AND TITANIUM DIOXIDE. Avoid contact with skin and eyes and avoid breathing vapors, spray mist and sanding dust.

Sanding, grinding or abrading may release sanding dust, which may be harmful if inhaled and has been shown to cause lung damage or cancer with long term exposure. Do not breathe dusts, vapor, or spray mist. To avoid breathing in dust, vapors, and spray mist, open windows and doors or use other means to ensure fresh air entry during application, drying, sanding, and/or abrading. If properly used, a respirator (NIOSH approved with particulate pre-filter) may offer additional protection and should be used if adequate ventilation cannot be provided; obtain professional advice before using. If you experience eye watering, headaches, or dizziness during application or drying, increase fresh air or leave the area. Avoid contact with eyes and skin. Wash thoroughly after handling. Close container after each use.

FIRST AID: If you experience difficulty in breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical assistance immediately. In case of eye contact, flush immediately with plenty of water for at least 20 minutes and get medical attention; for skin, wash thoroughly with soap and water. If swallowed, get medical attention immediately.

KEEP OUT OF REACH OF CHILDREN – DO NOT TAKE INTERNALLY.



SAFETY DATA SHEET

1. Identification

Product identifier	BEHR® PREMIUM PLUS Interior/Exterior Multi-Surface Primer & Sealer	
Other means of identification		
Product number	436	
Recommended use	Architectural Coating	
Recommended restrictions	None known.	
Manufacturer/Importer/Supplier/Distributor information		
Supplier	Behr Process Corp. 1801 E. St. Andrew Place Santa Ana, CA 92705	
Telephone	714-545-7101	
Emergency telephone	+1 760 476 3962 +1 866 519 4752	
Access code	335213	

2. Hazard(s) identification

Physical hazards	Not classified.	
Health hazards	Carcinogenicity	Category 2
	Specific target organ toxicity, repeated exposure	Category 2 (kidney)
OSHA defined hazards	Not classified.	

Label elements



Signal word	Warning	
Hazard statement	Suspected of causing cancer. May cause damage to organs (kidney) through prolonged or repeated exposure.	
Precautionary statement		
Prevention	Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not breathe mist/vapors. Wear protective gloves/protective clothing/eye protection/face protection.	
Response	If exposed or concerned: Get medical advice/attention.	
Storage	Store locked up.	
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.	
Hazard(s) not otherwise classified (HNOC)	None known.	
Supplemental information	None.	

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Titanium dioxide	13463-67-7	7 - 13
Ethylene glycol	107-21-1	0.5 - 1.5
Zinc oxide	1314-13-2	0.5 - 1.5

Cristobalite	14464-46-1	0.1 - 1
Diphenyl ketone	119-61-9	0.1 - < 1
Flux Calcined Diatomaceous Earth (DE)	68855-54-9	0.1 - < 1

Composition comments All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

The manufacturer has claimed the exact percentage as trade secret under the OSHA Hazard Communication Standard.

4. First-aid measures

Inhalation Move to fresh air. Call a physician if symptoms develop or persist.

Skin contact Wash off with soap and water. Get medical attention if irritation develops and persists.

Eye contact Rinse with water. Get medical attention if irritation develops and persists.

Ingestion Rinse mouth. Get medical attention if symptoms occur.

Most important symptoms/effects, acute and delayed Edema. Prolonged exposure may cause chronic effects.

Indication of immediate medical attention and special treatment needed Provide general supportive measures and treat symptomatically. Keep victim under observation. Symptoms may be delayed.

General information IF exposed or concerned: Get medical advice/attention. If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media Water fog. Foam. Dry chemical powder. Carbon dioxide (CO₂).

Unsuitable extinguishing media Do not use water jet as an extinguisher, as this will spread the fire.

Specific hazards arising from the chemical During fire, gases hazardous to health may be formed.

Special protective equipment and precautions for firefighters Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

Fire fighting equipment/instructions Move containers from fire area if you can do so without risk.

Specific methods Use standard firefighting procedures and consider the hazards of other involved materials.

General fire hazards No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist/vapors. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

Never return spills to original containers for re-use. Put material in suitable, covered, labeled containers. For waste disposal, see section 13 of the SDS.

Environmental precautions Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not breathe mist/vapors. Avoid prolonged exposure. Should be handled in closed systems, if possible. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store locked up. Store in tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection**Occupational exposure limits****US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)**

Components	Type	Value
Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9)	TWA	0.05 mg/m ³

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value	Form
Cristobalite (CAS 14464-46-1)	PEL	0.05 mg/m ³	Respirable dust.
Titanium dioxide (CAS 13463-67-7)	PEL	15 mg/m ³	Total dust.
Zinc oxide (CAS 1314-13-2)	PEL	5 mg/m ³	Respirable fraction.
		5 mg/m ³	Fume.
		15 mg/m ³	Total dust.

US. OSHA Table Z-3 (29 CFR 1910.1000)

Components	Type	Value	Form
Cristobalite (CAS 14464-46-1)	TWA	0.05 mg/m ³	Respirable.
		1.2 mppcf	Respirable.
Titanium dioxide (CAS 13463-67-7)	TWA	5 mg/m ³	Respirable fraction.
		15 mg/m ³	Total dust.
		50 mppcf	Total dust.
		15 mppcf	Respirable fraction.

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
Cristobalite (CAS 14464-46-1)	TWA	0.025 mg/m ³	Respirable fraction.
Ethylene glycol (CAS 107-21-1)	STEL	10 mg/m ³	Aerosol, inhalable.
		50 ppm	Vapor fraction
	TWA	25 ppm	Vapor fraction
Titanium dioxide (CAS 13463-67-7)	TWA	10 mg/m ³	
Zinc oxide (CAS 1314-13-2)	STEL	10 mg/m ³	Respirable fraction.
	TWA	2 mg/m ³	Respirable fraction.

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value	Form
Cristobalite (CAS 14464-46-1)	TWA	0.05 mg/m ³	Respirable dust.
Zinc oxide (CAS 1314-13-2)	Ceiling	15 mg/m ³	Dust.
	STEL	10 mg/m ³	Fume.
	TWA	5 mg/m ³	Dust.
		5 mg/m ³	Fume.

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
Diphenyl ketone (CAS 119-61-9)	TWA	0.5 mg/m ³

Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Wear safety glasses with side shields (or goggles).
Skin protection	
Hand protection	Wear appropriate chemical resistant gloves.
Skin protection	
Other	Wear appropriate chemical resistant clothing. Use of an impervious apron is recommended.
Respiratory protection	If airborne concentrations are above the applicable exposure limits, use NIOSH approved respiratory protection. Use a positive-pressure air-supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air-purifying respirators may not provide adequate protection.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Observe any medical surveillance requirements. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state	Liquid.
Form	Liquid.
Color	White.
Odor	Slight.
Odor threshold	Not available.
pH	7 - 10
Melting point/freezing point	Not available.
Initial boiling point and boiling range	> 99 °F (> 37.2 °C)
Flash point	Not applicable.
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	1.31
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	50 - 140 KU at 25°C
Other information	
Density	10.87 lbs/gal
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.

VOC 22 g/l (including water) (Material)
45 g/l (excluding water) (Coating)

10. Stability and reactivity

Reactivity The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability Material is stable under normal conditions.
Possibility of hazardous reactions No dangerous reaction known under conditions of normal use.
Conditions to avoid Contact with incompatible materials.
Incompatible materials Strong oxidizing agents.
Hazardous decomposition products No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation Prolonged inhalation may be harmful.
Skin contact Prolonged skin contact may cause temporary irritation.
Eye contact Direct contact with eyes may cause temporary irritation.
Ingestion Expected to be a low ingestion hazard.
Symptoms related to the physical, chemical and toxicological characteristics Edema. Prolonged exposure may cause chronic effects.

Information on toxicological effects

Acute toxicity

Components	Species	Test Results
Diphenyl ketone (CAS 119-61-9)		
Acute		
Dermal		
LD50	Rabbit	3535 mg/kg
Ethylene glycol (CAS 107-21-1)		
Acute		
Dermal		
LD50	Rabbit	9530 mg/kg
Titanium dioxide (CAS 13463-67-7)		
Acute		
Inhalation		
LC50	Rat	3.43 mg/l, 4 Hours
Oral		
LD50	Rat	> 5000 mg/kg
Zinc oxide (CAS 1314-13-2)		
Acute		
Oral		
LD50	Rat	> 5 g/kg

Skin corrosion/irritation Prolonged skin contact may cause temporary irritation.
Serious eye damage/eye irritation Direct contact with eyes may cause temporary irritation.

Respiratory or skin sensitization

Respiratory sensitization Not a respiratory sensitizer.
Skin sensitization This product is not expected to cause skin sensitization.
Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity Suspected of causing cancer.

IARC Monographs. Overall Evaluation of Carcinogenicity

Cristobalite (CAS 14464-46-1)	1 Carcinogenic to humans.
Diphenyl ketone (CAS 119-61-9)	2B Possibly carcinogenic to humans.
Titanium dioxide (CAS 13463-67-7)	2B Possibly carcinogenic to humans.

NTP Report on Carcinogens

Cristobalite (CAS 14464-46-1)	Known To Be Human Carcinogen. Reasonably Anticipated to be a Human Carcinogen.
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OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Cristobalite (CAS 14464-46-1)	Cancer
Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9)	Cancer

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	May cause damage to organs (kidney) through prolonged or repeated exposure.
Aspiration hazard	Not an aspiration hazard.
Chronic effects	Prolonged exposure may cause chronic effects.

12. Ecological information

Ecotoxicity	Harmful to aquatic life with long lasting effects.
Persistence and degradability	No data is available on the degradability of any ingredients in the mixture.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Other adverse effects	The product contains volatile organic compounds which have a photochemical ozone creation potential.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT	Not regulated as dangerous goods.
IATA	Not regulated as dangerous goods.
IMDG	Not regulated as dangerous goods.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not applicable.

15. Regulatory information

US federal regulations	This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200. All components are listed on or exempt from the U.S. EPA TSCA Inventory List.
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TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Diphenyl ketone (CAS 119-61-9)	0.1 % One-Time Export Notification only.
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CERCLA Hazardous Substance List (40 CFR 302.4)

Ethylene glycol (CAS 107-21-1) Listed.
Zinc oxide (CAS 1314-13-2) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Cristobalite (CAS 14464-46-1) Cancer
Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9) Cancer
Cristobalite (CAS 14464-46-1) lung effects
Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9) lung effects
Cristobalite (CAS 14464-46-1) immune system effects
Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9) immune system effects
Cristobalite (CAS 14464-46-1) kidney effects
Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9) kidney effects

Toxic Substances Control Act (TSCA)**Superfund Amendments and Reauthorization Act of 1986 (SARA)****SARA 302 Extremely hazardous substance**

Not listed.

SARA 311/312 Hazardous chemical Yes

Classified hazard categories Carcinogenicity
Specific target organ toxicity (single or repeated exposure)

SARA 313 (TRI reporting)

Chemical name	CAS number	% by wt.
Ethylene glycol	107-21-1	0.5 - 1.5
Zinc oxide	1314-13-2	0.5 - 1.5

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Ethylene glycol (CAS 107-21-1)

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Contains component(s) regulated under the Safe Drinking Water Act.

US state regulations**US. Massachusetts RTK - Substance List**

Cristobalite (CAS 14464-46-1)
Ethylene glycol (CAS 107-21-1)
Titanium dioxide (CAS 13463-67-7)
Zinc oxide (CAS 1314-13-2)

US. New Jersey Worker and Community Right-to-Know Act

Cristobalite (CAS 14464-46-1)
Ethylene glycol (CAS 107-21-1)
Titanium dioxide (CAS 13463-67-7)
Zinc oxide (CAS 1314-13-2)

US. Pennsylvania Worker and Community Right-to-Know Law

Cristobalite (CAS 14464-46-1)
Ethylene glycol (CAS 107-21-1)
Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9)
Titanium dioxide (CAS 13463-67-7)
Zinc oxide (CAS 1314-13-2)

US. Rhode Island RTK

Cristobalite (CAS 14464-46-1)
Ethylene glycol (CAS 107-21-1)
Titanium dioxide (CAS 13463-67-7)
Zinc oxide (CAS 1314-13-2)

16. Other information, including date of preparation or last revision

Issue date	16-January-2020
Revision date	-
Version #	01
HMIS® ratings	Health: 2* Flammability: 0 Physical hazard: 0
List of abbreviations	DOT: Department of Transportation (49 CFR 172.101). IATA: International Air Transport Association. IBC Code: International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk. IMDG Code: International Maritime Dangerous Goods Code. LC50: Lethal Concentration, 50%. LD50: Lethal Dose, 50%. MARPOL: International Convention for the Prevention of Pollution from Ships. PEL: Permissible Exposure Limit. STEL: Short-Term Exposure Limit. TWA: Time Weighted Average Value.
References	HSDB® - Hazardous Substances Data Bank
Disclaimer	Behr Process Corp cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use. The information in the sheet was written based on the best knowledge and experience currently available.



INTERIOR/EXTERIOR METAL PRIMER

NO. 435

PRODUCT INFORMATION

BEHR® INTERIOR/EXTERIOR METAL PRIMER is a rust-inhibitive primer that can be applied over clean and sound rusty metal surfaces while preventing corrosion with minimal surface preparation. This innovative water-based primer features fast dry time, low odor and easy clean up. For use on properly prepared coated/uncoated ferrous and non-ferrous metal surfaces in residential and commercial settings such as: Doors, Windows, Trim, Flashing, Shutters, Fences, Garage/Roll Up Doors, Outdoor Furniture, Railing and Wrought Iron, Beams, Girders, Trusses and Rafters.

RECOMMENDED USES:

Ideal for metal surfaces, such as: Steel, Carbon Steel, Stainless Steel, Cast Iron, Wrought Iron, Galvanized Steel; and non-ferrous metal surfaces, such as: Brass, Aluminum, Copper, Lead, Nickel, Tin, Titanium, Zinc and Metal Alloys.

PRODUCT SPECIFICATIONS:

Tint Bases/Max Tint Load:

No. 435 126 fl oz / 4 fl oz

Resin Type: Acrylic-Modified Epoxy

Weight per Gallon: 10.5 lb

% Solids by Volume: 41% ± 2%

% Solids by Weight: 53% ± 2%

VOC: < 100 g/L

Flash Point: N/A

Viscosity: 100-110 KU

Recommended Film Thickness:

Wet: 4.5 mils / Dry: 1.9 mils @ 350 sq ft/gal

Wet: 3.6 mils / Dry: 1.5 mils @ 450 sq ft/gal

Note: A minimum dry film thickness of 1.5 mils is required on sound ferrous metal surfaces for adequate corrosion resistance. Additional film build may be necessary depending on surface and/or exposure conditions. For severe exposure conditions, such as marine environment, apply two coats (1.5 mils per coat) of BEHR INTERIOR/EXTERIOR METAL PRIMER for optimal corrosion protection.

Coverage: 350-450 sq ft/gal depending on the surface texture, porosity and application method. Does not include the loss of material from spraying.

APPLICATION:

Brush: High quality nylon/polyester brush

Roller: 1/4" - 3/8" nap roller cover, depending on surface texture

Airless Spray:

Tip: .011"-.017"

Filter: 60 mesh

Fluid Pressure: 2,000 - 2,800 psi

Thinning: This primer is designed to be applied at package consistency under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/2 pint (8 fl oz) of clean water per gallon.

NOTE: Overthinning may result in insufficient film thickness and subsequent pinpoint rusting.

Dry Time: @ 77°F, 50% RH

Longer dry time may be required in cooler temperatures and higher humidity.

To Touch: 30 minutes

To Recoat: 1 hour

SURFACE PREPARATION:

It is recommended to start priming on the same day the surface is cleaned and prepared. All surfaces must be sound, clean, dry, free of dust, chalk, oil, grease, wax, polish, mold and mildew, loose peeling paint, loose rust and dust particles and all other foreign substances. In some cases, scraping or sanding may be needed to allow the primer to adhere. Do not use if surface is structurally unsound or severely deteriorated. If washing is necessary, use a non-soapy detergent or a TSP substitute, rinse well and allow to dry.

STEEL: Minimum surface preparation is Hand Tool Cleaning in accordance with SSPC-SP2. Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. For optimal performance, use Commercial Blast Cleaning in accordance with SSPC-SP6. Prime the area with a rust-inhibitive primer the same day as cleaned.

GALVANIZED STEEL: Solvent clean new galvanized metal in accordance with SSPC-SP1 to remove oil and grease from the surface. Pre-treat with a phosphoric acid solution or a commercially-available etching solution. Galvanized metal that has been passivated with chromates or silicates may require brush blasting in accordance with SSPC-SP16 to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning in accordance with SSPC-SP2. Prime the area the same day as cleaned.

COMPLIES WITH THE BELOW AS OF 4/1/2020

SCAQMD	YES	OTC	YES
CARB SCM 2007	YES	LADCO	YES
CARB	YES	AIM	YES
OTC PHASE II	YES	MPI	107, 134

This coating conforms to USDA regulatory requirements for incidental food-contact materials intended for use on surfaces not in direct contact with food, such as walls, floors, and ceilings.

STAINLESS STEEL: Mechanically abrade the entire surface using a scouring pad or wet and dry sandpaper (do not use steel wool). Clean the surface to remove all residue. Prime the areas the same day as cleaned.

SHOP-PRIMED STEEL: As there is potential for many forms of contamination during storage and transport, a thorough cleaning is always recommended for shop-primed surfaces. Paint exposed areas, i.e., where shop primer is abraded, with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

Note: Assess the integrity of the shop primer prior to application of subsequent coatings. Review all coatings intended for the project and confirm the compatibility between shop and field-applied coatings.

ALUMINUM: Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. Prime the area the same day as cleaned.

COPPER AND BRASS: Remove oil, grease, dirt and other surface contaminants by Hand Tool Cleaning in accordance with SSPC-SP2. Prime the areas the same day as cleaned.

GLOSSY SURFACES: For maximum adhesion, sand the surface thoroughly before coating.

FIRE RESTORATION: Not recommended. Primer recommendations: KILZ® RESTORATION, KILZ ORIGINAL Interior, KILZ ORIGINAL Interior/Exterior or KILZ ORIGINAL INTERIOR Low Odor primers.

WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Center at 1-800-424-LEAD or log on to www.epa.gov/lead.



INTERIOR/EXTERIOR METAL PRIMER

NO. 435

CLEAN-UP/DISPOSAL:

Clean all tools and equipment with clean water. For disposal of empty containers and unused product, contact your household refuse collection service.

CAUTIONS/LIMITATIONS:

- Protect from freezing.
- A rusted metal surface is considered sound when only adherent material remains. Rust, mill scale, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife using moderate pressure.
- For best results, apply at temperatures between 40°F - 90°F (material, air and surface). Temperatures above 90°F may affect the application such as drying too fast. Avoid painting under direct sun.
- Surface temperature during application should be at least 5°F above dew point.
- Application of coating when the relative humidity is above 85% will adversely affect coating performance.
- Shelf life under normal conditions is two years unopened.

GENERAL INFORMATION:

WARNING! IRRITANT! HARMFUL OR FATAL IF SWALLOWED. MAY CAUSE EYE, NOSE AND THROAT IRRITATION. Avoid breathing of dust, vapors, or spray mist. Use only with adequate ventilation. Open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headache, or dizziness, or if air monitoring demonstrates vapor / mist levels are above applicable limits, wear an appropriate, properly fitted respirator (NIOSH / MSHA TC 23C or equivalent) during and after application. Follow respirator manufacturer's direction for respirator use. Close container after each use. Wash thoroughly after handling and before smoking and eating.

FIRST AID: If swallowed, do not induce vomiting. Get medical attention immediately. If you experience difficulty in breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical assistance immediately. In case of eye contact, flush immediately with plenty of water for at least 20 minutes and get medical attention immediately.

CAUTION: KEEP OUT OF REACH OF CHILDREN – DO NOT TAKE INTERNALLY.



SAFETY DATA SHEET

1. Identification

Product identifier BEHR Metal Primer

Other means of identification

Product number 435

Recommended use Architectural Coating

Recommended restrictions For metal substrates only.

Manufacturer/Importer/Supplier/Distributor information

Supplier Behr Process Corp.
1801 E. St. Andrew Place
Santa Ana, CA 92705

Telephone 714-545-7101

Emergency telephone +1 760 476 3962
+1 866 519 4752

Access code 335213

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Not classified.

OSHA defined hazards Not classified.

Label elements

Hazard symbol None.

Signal word None.

Hazard statement The mixture does not meet the criteria for classification.

Precautionary statement

Prevention None.

Response None.

Storage None.

Disposal None.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information None.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Titanium dioxide	13463-67-7	5 - 10
Magnesium potassium silicate	12001-26-2	1 - 3
Zinc oxide	1314-13-2	1 - 3

Composition comments All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

4. First-aid measures

Inhalation Move to fresh air. Call a physician if symptoms develop or persist.

Skin contact Wash off with soap and water. Get medical attention if irritation develops and persists.

Eye contact Rinse with water. Get medical attention if irritation develops and persists.

Ingestion Rinse mouth. Get medical attention if symptoms occur.

Most important symptoms/effects, acute and delayed

Direct contact with eyes may cause temporary irritation.

Indication of immediate medical attention and special treatment needed

Provide general supportive measures and treat symptomatically. Keep victim under observation. Symptoms may be delayed.

General information

IF exposed or concerned: Get medical advice/attention. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures**Suitable extinguishing media**

Water fog. Foam. Dry chemical powder. Carbon dioxide (CO₂).

Unsuitable extinguishing media

Do not use water jet as an extinguisher, as this will spread the fire.

Specific hazards arising from the chemical

During fire, gases hazardous to health may be formed.

Special protective equipment and precautions for firefighters

Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

Fire fighting equipment/instructions

Move containers from fire area if you can do so without risk.

Specific methods

Use standard firefighting procedures and consider the hazards of other involved materials.

General fire hazards

No unusual fire or explosion hazards noted.

6. Accidental release measures**Personal precautions, protective equipment and emergency procedures**

Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up

This product is miscible in water.

Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.

Small Spills: Clean surface thoroughly to remove residual contamination.

Never return spills to original containers for re-use. Put material in suitable, covered, labeled containers. For waste disposal, see section 13 of the SDS.

Environmental precautions

Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage**Precautions for safe handling**

Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Avoid prolonged exposure. Should be handled in closed systems, if possible. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store locked up. Store in tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection**Occupational exposure limits****US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Components	Type	Value	Form
Titanium dioxide (CAS 13463-67-7)	PEL	15 mg/m ³	Total dust.
Zinc oxide (CAS 1314-13-2)	PEL	5 mg/m ³	Respirable fraction.
		5 mg/m ³	Fume.
		15 mg/m ³	Total dust.

US. OSHA Table Z-3 (29 CFR 1910.1000)

Components	Type	Value	Form
Magnesium potassium silicate (CAS 12001-26-2)	TWA	20 mppcf	

US. OSHA Table Z-3 (29 CFR 1910.1000)

Components	Type	Value	Form
Titanium dioxide (CAS 13463-67-7)	TWA	5 mg/m ³	Respirable fraction.
		15 mg/m ³	Total dust.
		50 mppcf	Total dust.
		15 mppcf	Respirable fraction.

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
Magnesium potassium silicate (CAS 12001-26-2)	TWA	3 mg/m ³	Respirable fraction.
Titanium dioxide (CAS 13463-67-7)	TWA	10 mg/m ³	
Zinc oxide (CAS 1314-13-2)	STEL	10 mg/m ³	Respirable fraction.
	TWA	2 mg/m ³	Respirable fraction.

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value	Form
Magnesium potassium silicate (CAS 12001-26-2)	TWA	3 mg/m ³	Respirable.
Zinc oxide (CAS 1314-13-2)	Ceiling	15 mg/m ³	Dust.
		10 mg/m ³	Fume.
	TWA	5 mg/m ³	Fume.
		5 mg/m ³	Dust.

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Wear safety glasses with side shields (or goggles).

Skin protection**Hand protection**

Wear appropriate chemical resistant gloves.

Skin protection**Other**

Wear appropriate chemical resistant clothing. Use of an impervious apron is recommended.

Respiratory protection

If airborne concentrations are above the applicable exposure limits, use NIOSH approved respiratory protection. Use a positive-pressure air-supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air-purifying respirators may not provide adequate protection. In the United States of America, if respirators are used, a program should be instituted to assure compliance with OSHA Standard 1910.134.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Observe any medical surveillance requirements. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties**Appearance**

Physical state Liquid.

Form Liquid.

Color White.

Odor Slight.

Odor threshold	Not available.
pH	5 - 7
Melting point/freezing point	Not applicable.
Initial boiling point and boiling range	> 99 °F (> 37.2 °C)
Flash point	Not applicable.
Evaporation rate	Not applicable.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable.
Flammability limit - upper (%)	Not applicable.
Vapor pressure	Not applicable.
Vapor density	Not applicable.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Completely Soluble (100%)
Solubility (other)	Not applicable.
Partition coefficient (n-octanol/water)	Not applicable.
Auto-ignition temperature	Not applicable.
Decomposition temperature	Not applicable.
Viscosity	50 - 140 KU (Krebs Units) (25 °C)
Other information	
Density	10.54 lbs/gal
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
VOC	38 g/l (including water) (Material) 85 g/l (excluding water) (Coating)

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Direct contact with eyes may cause temporary irritation.
Ingestion	Expected to be a low ingestion hazard.
Symptoms related to the physical, chemical and toxicological characteristics	Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity	Not expected to be acutely toxic.
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Components	Species	Test Results
Titanium dioxide (CAS 13463-67-7)		
Acute		
Inhalation		
LC50	Rat	3.43 mg/l, 4 Hours
Oral		
LD50	Rat	> 5000 mg/kg
Zinc oxide (CAS 1314-13-2)		
Acute		
Oral		
LD50	Rat	> 5 g/kg
Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.	
Serious eye damage/eye irritation	Direct contact with eyes may cause temporary irritation.	
Respiratory or skin sensitization		
Respiratory sensitization	Not a respiratory sensitizer.	
Skin sensitization	This product is not expected to cause skin sensitization.	
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.	
Carcinogenicity	Inhalation of titanium dioxide dust may cause cancer, however due to the physical form of the product, inhalation of dust is not likely.	
IARC Monographs. Overall Evaluation of Carcinogenicity		
Titanium dioxide (CAS 13463-67-7)	2B Possibly carcinogenic to humans.	
NTP Report on Carcinogens		
Not listed.		
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)		
Not listed.		
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.	
Specific target organ toxicity - single exposure	Not classified.	
Specific target organ toxicity - repeated exposure	Not classified.	
Aspiration hazard	Not an aspiration hazard.	
Chronic effects	Prolonged exposure may cause chronic effects.	
12. Ecological information		
Ecotoxicity	Toxic to aquatic life with long lasting effects.	
Persistence and degradability	No data is available on the degradability of any ingredients in the mixture.	
Bioaccumulative potential	No data available.	
Mobility in soil	No data available.	
Other adverse effects	The product contains volatile organic compounds which have a photochemical ozone creation potential.	
13. Disposal considerations		
Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.	
Local disposal regulations	Dispose in accordance with all applicable regulations.	
Hazardous waste code	D005: Waste Barium The waste code should be assigned in discussion between the user, the producer and the waste disposal company.	
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).	
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.	

14. Transport information

DOT

Not regulated as dangerous goods.

IATA

UN number UN3082
UN proper shipping name Environmentally hazardous substance, liquid, n.o.s. (Zinc oxide)
Transport hazard class(es)
Class 9
Subsidiary risk -
Packing group III
Environmental hazards Yes
ERG Code 9L
Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

IMDG

UN number UN3082
UN proper shipping name ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (Zinc oxide)
Transport hazard class(es)
Class 9
Subsidiary risk -
Packing group III
Environmental hazards
Marine pollutant Yes
EmS F-A, S-F
Special precautions for user Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not established.
General information IMDG Regulated Marine Pollutant.

15. Regulatory information

US federal regulations This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Zinc oxide (CAS 1314-13-2) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

Toxic Substances Control Act (TSCA)

One or more components of the mixture are not on the TSCA 8(b) inventory or are designated "inactive".

Superfund Amendments and Reauthorization Act of 1986 (SARA)

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

Chemical name	CAS number	% by wt.
Zinc oxide	1314-13-2	1 - 3

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Contains component(s) regulated under the Safe Drinking Water Act.

US state regulations**US. Massachusetts RTK - Substance List**

Magnesium potassium silicate (CAS 12001-26-2)
 Titanium dioxide (CAS 13463-67-7)
 Zinc oxide (CAS 1314-13-2)

US. New Jersey Worker and Community Right-to-Know Act

Magnesium potassium silicate (CAS 12001-26-2)
 Titanium dioxide (CAS 13463-67-7)
 Zinc oxide (CAS 1314-13-2)

US. Pennsylvania Worker and Community Right-to-Know Law

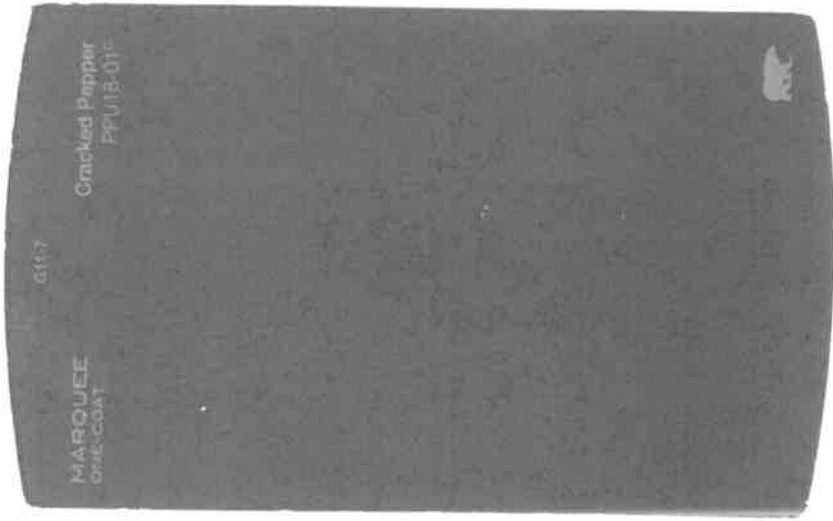
Magnesium potassium silicate (CAS 12001-26-2)
 Titanium dioxide (CAS 13463-67-7)
 Zinc oxide (CAS 1314-13-2)

US. Rhode Island RTK

Magnesium potassium silicate (CAS 12001-26-2)
 Titanium dioxide (CAS 13463-67-7)
 Zinc oxide (CAS 1314-13-2)

16. Other information, including date of preparation or last revision

Issue date	27-June-2019
Revision date	18-June-2020
Version #	03
Further information	HMIS® is a registered trade and service mark of the ACA. B - Safety Glasses, Gloves
HMIS® ratings	Health: 0 Flammability: 0 Physical hazard: 0 Personal protection: B
Disclaimer	Behr Process Corp cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use. The information in the sheet was written based on the best knowledge and experience currently available.



B11-7

MARQUEE
ONE-COAT

Cracked Pepper
PPU18-01

B10-2

Cotton Grey
HDC-NT-20

W2-1

Nano White
HDC-MD-06

CITY OF BEAUMONT

ADDENDUM NO. 2

TO THE BIDDING DOCUMENTS & CONTRACT,

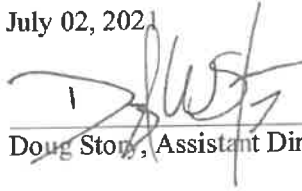
CITY HALL REPAINT AND STUCCO PROJECT

Bidders are advised that a BID BOND is required for the above referenced project are hereby amended in the following manner and the following manner only.:

1. Please see attached BID BOND which is required for this project.

Dated: July 02, 2021

By:

 7/2/21
 Doug Stone, Assistant Director of Community Services

By: _____

(Bidder's Company Name)

Date Received by Bidder: _____

(Bidder's Signature)

(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 2 with the bid proposal.

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 **CITY HALL REPAINT AND STUCCO PROJECT**

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 _____

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

Mariscal Painting, Inc.

EXHIBIT "B"

CONTRACTOR'S Bid

Dated July 6, 2021

(Insert behind this page.)

BID FORMNAME OF BIDDER: Mariscal Painting

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**City Hall Paint and Stucco Project
BID SCHEDULE**

Item No.	Item Description	Unit	Quantity	Unit Price	
1	Mobilization	LS	1	3,108	3108
2	Demobilization	LS	1	1,865	1865
3	Stucco	LS	1	N/A	N/A
4	Paint	LS	1	62,160	62,160
				Total	67,133

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

TOTAL BID PRICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):\$ 67,133Sixty Seven Thousand One Hundred Thirty Three Dollars

Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail. The undersigned agrees that this Bid Form constitutes a firm offer to City of Beaumont which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by City of Beaumont and a third party, whichever is earlier. The Contract duration shall commence on the date stated in City of Beaumont's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in City of Beaumont's Notice to Proceed.



Name/Signature

President

Title

7/6/2021

Date

LIST OF SUBCONTRACTORS

SUBCONTRACTOR	CSLB #	AMOUNT	ADDRESS/PHONE NO.
N/A			

Non-Collusion Affidavit

*State of California Compliance Form §7106.
Any public works contract of a public entity shall
sign the following declaration with submitted bid.*

State of (California)
County of Los Angeles) ss.

The undersigned declares:

I am the President of Mariscal Painting,
the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on July 6, 2021 [date], at South el Monte [city], CA [state]."

Project Name: CITY HALL REPAINT AND STUCCO PROJECT Project Number:
PR 21-03

Company: Mariscal Painting

Address: 9220 Klingerman St. South el Monte, CA 91733

Signature: 

Title: President

Date: 7/6/2021

CITY OF BEAUMONT

ADDENDUM NO. 1

TO THE BIDDING DOCUMENTS & CONTRACT,

CITY HALL REPAINT AND STUCCO PROJECT

Bidders are advised that the BID SCHEDULE for the above referenced project are hereby amended in the following manner and the following manner only:

1. The Bid Opening date has been extended to July 9, 2021 at 11:00 a.m.
2. The Following Bid Documents have been uploaded and are required upon submittal:
 - a. Bid Form/Bid Schedule
 - b. Non-Collusion Affidavit
 - c. List of Proposed Subcontractors
 - d. Acknowledgement of Addendum No. 1
3. Elastomeric Exterior Repaint Specification Sheet (53 pages)
4. Color Samples as related to color diagram distributed at Pre-Bid meeting

Dated: June 21, 2021

By: _____
Doug Story, Assistant Director of Community Services

By: **Mariscal Painting** _____
(Bidder's Company Name)

 _____
(Bidder's Signature)

Date Received by Bidder:

6/23/2021

Jesus Mariscal _____
(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.

CITY OF BEAUMONT

ADDENDUM NO. 2

TO THE BIDDING DOCUMENTS & CONTRACT,

CITY HALL REPAINT AND STUCCO PROJECT

Bidders are advised that a BID BOND is required for the above referenced project are hereby amended in the following manner and the following manner only.:

- 1. Please see attached BID BOND which is required for this project.

Dated: July 02, 2021

By:

 7/2/21
 Doug Stone, Assistant Director of Community Services

By:

Mariscal Painting

(Bidder's Company Name)

Date Received by Bidder:

7/3/2021


 (Bidder's Signature)
Jesus Mariscal

(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 2 with the bid proposal.

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

Mariscal Painting, Inc.

EXHIBIT "C"

Insurances

(Insert behind this page.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY LIMITATION – AMENDED AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS COMBINED LIABILITY POLICY

SECTION III – LIMITS OF INSURANCE - The General Aggregate Limit applies separately to each "Project" of the Named Insured.

Notwithstanding the application of the General Aggregate Limit to each "Project" of the Named Insured, under no circumstances will we pay more than **\$5,000,000** for all claims under this policy that are subject to the General Aggregate limit.

For the purpose of this endorsement, the following definition is added:

"Project" means all work done by you or on your behalf, away from premises owned or rented to you, to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, work orders, purchase orders, or work done at multiple "locations" under one contract are not separate "projects" within the meaning of this coverage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
Where required by written contract or written agreement
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Where required by written contract or written agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED
 The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

- (a) \$50,000;
- (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

SCHEDULE OF UNDERLYING INSURANCE

Item 17.

Issued to: MARISCAL PAINTING

Policy Number: EBU 093744603

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

<u>TYPE OF POLICY OR COVERAGE</u>	<u>INSURER, POLICY NO. AND POLICY PERIOD</u>	<u>LIMITS</u>
GENERAL LIABILITY	James River Insurance Company 00066359-5 04/16/21 04/16/22	\$1,000,000 PER OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMPLETED OPS. AGGREGATE Defense Expenses are in addition to the limit
AUTO LIABILITY	Travelers Casualty Insurance Co of America 01/09/21 01/09/22	\$1,000,000 COMBINED SINGLE LIMIT Defense Expenses are in addition to the limit



AUTHORIZED REPRESENTATIVE



Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE: September 7, 2021

SUBJECT: **Award a Public Works Agreement to All American Asphalt for Construction Services for Annual Citywide Street Rehabilitation and Maintenance 20/21 Project (CIP R-03 and R-04) and the 2021 Mid-Year Street Enhancement Project (CIP R-05 and CIP R-06) in an Amount Not to Exceed \$5,296,803.32; and Authorize the City Manager to Sign Change Orders up to an Additional \$475,991.68 for a Total Not to Exceed Construction Budget of \$5,772,795**

Background and Analysis:

On March 16, 2021, City Council adopted “A Resolution of the City Council of the City of Beaumont Amending the Five-Year Capital Improvement Plan for Fiscal Years 2021/2022 – 2024/2025 and Related Prior Year CIP Project Lists”. The Annual Citywide Street Rehabilitation and Maintenance 20/21 Projects (CIP R-03 and R-04) and the 2021 Mid-Year Street Enhancement Project (R-05 and R-06) (Projects) were included in the amendment.

On April 20, 2021, City Council approved the street selection for the projects and authorized the Public Works Director to finalize the bid package and solicit bids.

Consistent with City Council’s direction, City staff prepared plans and specification and advertised the Projects for which bids were received on August 6, 2021. Four (4) bids were received summarized as follows:

1. All American Asphalt	\$5,296,803.32,
2. Matich	\$5,449,212.00,
3. Calmex	\$6,025,129.60, and
4. Hardy & Harper	\$6,618,000.00.

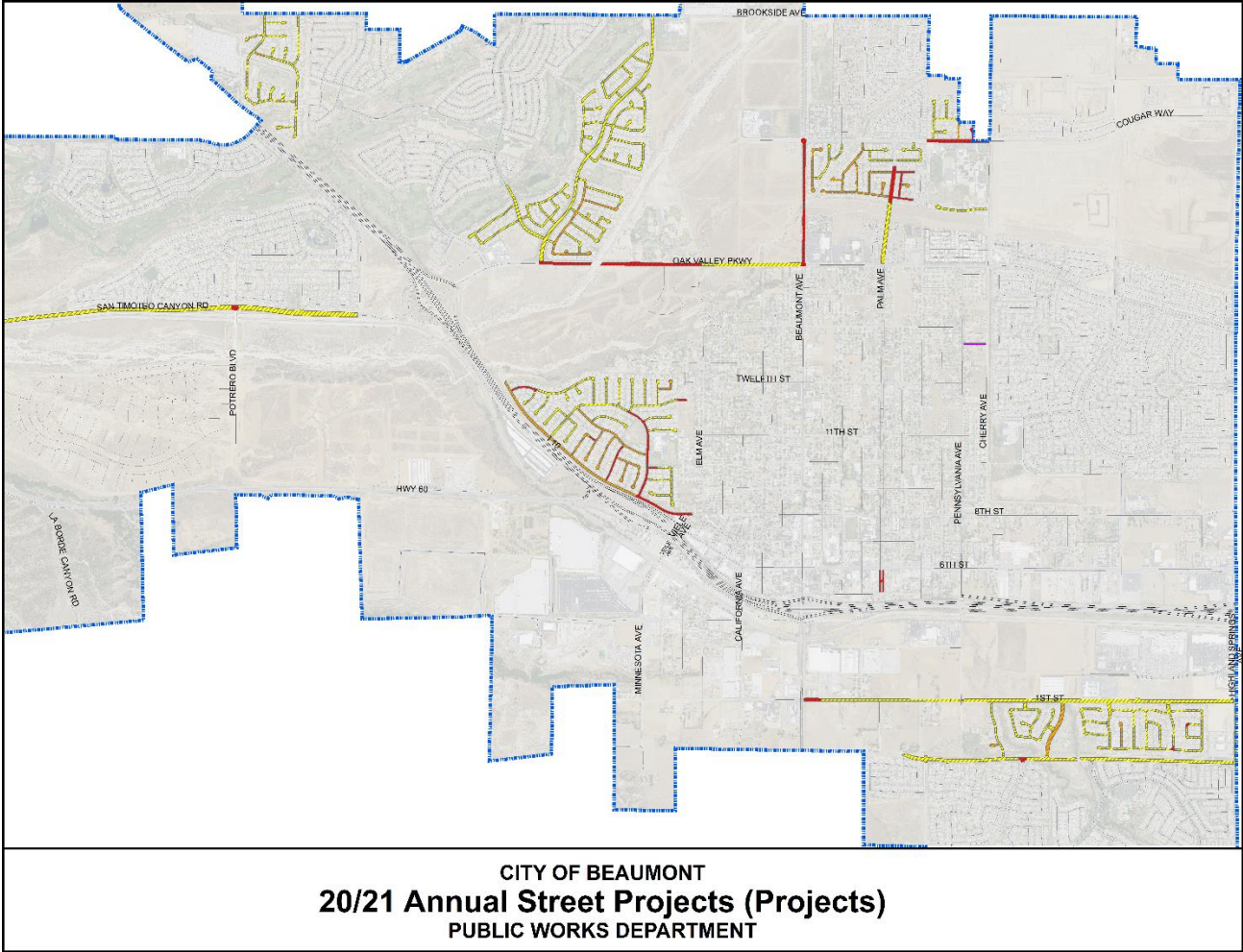
The lowest responsive bidder was determined based on the base bid only. City staff reviewed the bids and determined that All American Asphalt is the verified lowest

responsive and responsible bidder. No bid challenges were received. Therefore, City staff is recommending All American Asphalt to perform the construction services for the projects.

The projects will use various treatment methods to enhance approximate 6,671,656 square feet of street surfaces. The table below summarizes the treatment methods which are detailed in the Project Plans and Specifications which are attached to this report in Attachment B.

Treatment Method	Area (SF)
Slurry Seal	4,938,227
Asphalt Rubber Aggregate Membrane (ARAM)	871,748
Grind Existing AC and Overlay	845,381
Full-depth Replacement	16,300
Total	6,671,656

The following figure illustrates the streets selected for this project.



Fiscal Impact:

The public works agreement is in an amount not to exceed \$5,296,803.32. City staff is recommending a contingency of \$475,991.68 or approximately 9% of the total budget, to allow for incidental expenses.

Project funding is based on the approved 5-Year CIP for FY 21/22. The table below summarizes the funding source and amount for each project.

CIP Project	Funding Source	Budget Amount
R-03	Measure A	\$2,141,201
R-04	RMRA/SB1	\$1,405,724
R-05	General Fund	\$ 225,870
R-06	General Fund	\$2,000,000
		Total: \$5,772,795

RMRA/SB1 funds shall be used first, not to exceed \$1,405,724; then Measure A funds, not to exceed \$2,141,201; lastly, General Fund, not to exceed \$2,225,870. For the General Fund the priority shall be to use the available budget from CIP R-05, not to exceed \$225,870 and then CIP R-06, not to exceed \$2,000,000.

Recommended Action:

Award a Public Works Agreement to All American Asphalt for Construction Services for Annual Citywide Street Rehabilitation and Maintenance 20/21 Project (CIP R-03 and R-04) and the 2021 Mid-Year Street Enhancement Project (CIP R-05 and R-06) in an amount not to exceed \$5,296,803.32; and Authorize the City Manager to sign change orders up to an additional \$475,991.68 for a total not to exceed construction budget of \$5,772,795.

Attachments:

- A. Public Works Agreement
- B. Project Plans and Specifications

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective September 07, 2021 by and between the City of Beaumont, a municipal corporation (“CITY”), and All American Asphalt (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the construction of the Annual Citywide Street Rehabilitation and Maintenance 20/21 Projects (CIP R-03 and R-04) and the 2021 Mid Year Street Enhancement Project (R-06) (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated July 02, 2021, and CONTRACTOR’s Bid in response to the Invitation, dated August 06, 2021, are attached hereto as Exhibits :A” and “B”, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation. In the event that any terms of the Bid are different from the Invitation for Bids, the Invitation for Bids shall control. Any additional terms in the Bid that purport to bind the City to any additional terms not contained in this Agreement and related attachments shall not be binding on the City.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule, attached hereto as Exhibit “C” and incorporated herein by this reference. All work shall commence ten (10) calendar days after receiving a written Notice to Proceed from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and

Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

III. THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the lump sum of \$ 5,296,803.32 (“Contract Sum”). Except for change orders approved by City as provided in this Agreement, Contractor shall complete the Project for an amount not to exceed the Contract Sum.

IV. PROGRESS PAYMENTS

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

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR’s negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR’s legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR’s negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and

inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

VI. PREVAILING WAGES

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 2. Section 1777.4 - Apprenticeship Requirements.
 3. Section 1777.5 - Apprenticeship Requirements.
 4. Section 1813 - Penalty for Failure to Pay Overtime.
 5. Sections 1810 and 1811 - Working Hour Restrictions.
 6. Section 1775 - Payroll Records.
 7. Section 1773.8 - Travel and Subsistence Pay.

VII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

VIII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of

Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

X. INSURANCE

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "D"** are copies of Certificates of Insurance and the waiver of subrogation endorsement as required by Section 6.B.1. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

A. Types of Insurance

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at

its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

1. **General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
2. **Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
3. **Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:
 - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - Pay on behalf of wording as opposed to reimbursement;
 - Concurrency of effective dates with primary policies;
 - Policies shall “follow form” to the underlying primary policies; and
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies.
4. **Workers’ compensation insurance.** CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and

Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

- 5. Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

- 6. Builder's risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or

provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

1. **Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
2. **Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
3. **Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

- 4. CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.
- 5. Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.
- 6. Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 7. Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- 8. Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 9. Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of

cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

- 10. Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- 15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- 16. Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

17. Additional insurance. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XII. REGISTRATION REQUIREMENTS

A. Pursuant to Section 1771.1(a) of the Labor Code:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the

CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Edward J. Carlson whose title is Vice President is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall

proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- | | |
|--|---|
| <input type="checkbox"/> Notice Inviting Bids | <input type="checkbox"/> Information Required of Bidder |
| <input type="checkbox"/> Scope of Work Summary | <input type="checkbox"/> Construction Services Agreement |
| <input type="checkbox"/> Information for Bidders | <input type="checkbox"/> Certificate Regarding Worker's |
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Compensation |
| <input type="checkbox"/> Non-Collusion Affidavit | <input type="checkbox"/> Drug-free Workplace Certification |
| <input type="checkbox"/> Site Visit Certification | <input type="checkbox"/> Plans and Specifications |
| <input type="checkbox"/> Faithful Performance Bond | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> Labor and Materials Payment Bond | <input type="checkbox"/> Drawings |
| <input type="checkbox"/> General and Supplemental Conditions | <input type="checkbox"/> Change Orders |
| <input type="checkbox"/> Special Conditions | <input type="checkbox"/> Shop Drawing Transmittals |
| <input type="checkbox"/> Project Construction Schedule | <input type="checkbox"/> Contractor's Certificate Regarding |
| <input type="checkbox"/> Proposed Subcontractors | <input type="checkbox"/> Non-Asbestos Containing Materials |
| <input type="checkbox"/> Bid Bond | |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XVII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

SIGNATURE PAGE TO
CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(All American Asphalt)

CITY:

CITY OF BEAUMONT

By: _____
Mike Lara, Mayor

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

EXHIBIT "A"

CITY'S INVITATION FOR BIDS

(Insert behind this page.)

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

EXHIBIT "B"

CONTRACTOR'S Bid
(Insert behind this page.)

NOTICE INVITING BIDS

The City of Beaumont, Public Works Department (“City”) will receive email bids for the **ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT 20/21 (CIP R-03, R-04, & R-06)**

at rvestal@beaumontca.gov, no later than **11:00 A.M., Friday August 6, 2021**, at which time or thereafter said bids will be opened and read aloud via an online zoom meeting:

<https://us02web.zoom.us/j/83313177456?pwd=ck5ySVJlL0dFTXNZVUhneitiMmhYQT09>

Bids received after this time will be discarded. Bids shall be valid for 60 calendar days after the bid opening date.

Bids must be submitted on the City’s Bid Forms. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted via email with the following subject: **“ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT 20/21 (CIP R-03, R-04, & R-06).**

THIS IS A SIXTY (90) CALENDAR DAY CONTRACT

LOCATION OF WORK:

The work to be completed is located on various streets throughout the City and defined in Appendix A- Construction Plans.

DESCRIPTION OF WORK:

The intent of this project is to extend the life of pavement an additional seven years or longer and improve the ride quality of the selected streets. The methods will include slurry seal, ARAM, mill and overlay and full-depth replacement.

Copies of the Bid and Contract Documents are available for inspection at no cost to the bidder at **City Hall**. The documents can also be downloaded from the City’s Website (<https://www.beaumontca.gov>) and reviewed at no cost.

Bids must be accompanied by cash, a certified or cashier’s check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

Once the contract is awarded there will be a **Pre-Construction Conference** at a determined date for the awarded bidder.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of

the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to the requirements of the CalRecycle-Rubberized Pavement Grant Program, the successful bidder must complete and submit CalRecycle Form 168 – Reliable Contractor Declaration, signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor(s). The contractor or subcontractor must not be listed on the CalRecycle Unreliable List (<http://www.calrecycle.ca.gov/Funding/Forms>) otherwise, the City may be required to terminate that contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from CalRecycle form web page (www.calrecycle.ca.gov/Funding/Forms).

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: Bidders shall possess the following California Contractor's license in order to perform the Work of this Project: **Class "A"** or a letter from **Contractor's Licensing Board** outlining the combination of various licenses necessary to perform all the work at the time the bid is submitted to the City.

Pursuant to Public Contract Code Section 3400(b), if the City has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions.

Award of Contract: The City shall award the Contract for the Project to the lowest responsive, responsible bidder as determined from the base bid. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

The City of Beaumont hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit Bids in response to this Notice, and that minorities nor minority business enterprises will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract. For further information, please see the form titled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" within the Bid Documents.

For further information contact the following persons;

Robert L. Vestal, PE, Public Works Department
(951) 769-8522, or by FAX at (951) 769-8526
E-mail: rvestal@beaumontca.gov

BID FORM

NAME OF BIDDER: All American Asphalt

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT
20/21 (CIP R-03, R-04, & R-06)**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following BASE BID TOTAL BID PRICE:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE	<i>Five million Two Hundred Eight Hundred Three dollars and Thirty-Two cents</i>	<i>Twenty-Six thousand</i> \$5,296,803.32

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

**BASE BID
BID SCHEDULE**

**ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT
20/21 (CIP R-03, R-04, & R-06)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	TEMPORARY CONSTRUCTION SIGN	4	EA	1200.00	4,800
2	ROUT AND SEAL RANDOM CRACK	1	LS	315,000	315,000
3	DIG OUTS	80,000	SF	12.20	976,000
4	ARAM (3/8")	871,748	SF	0.53	462,026.44
5	SLURRY SEAL, TYPE 2 (INCLUDES SLURRY OVER ARAM)	5,809,975	SF	0.19	1,103,895.25
6	COLD MILL ASPHALT CONCRETE SURFACING (0.1' DEPTH)	845,381	SF	0.23	194,437.63
7	EDGE MILL ASPHALT CONCRETE SURFACING	81,090	LF	1.30	105,417
8	HOT MIX ASPHALT, TYPE C2-PG 64-10-R05	12,268	TN	84.00	1,030,512
9	AC REMOVAL (Antonell)	16,300	SF	1.40	22,820
10	UNSUITABLE MATERIAL (Antonell Export)	405	CY	55.00	22,275
11	ROADWAY EXCAVATION (Antonell)	1800	CY	10.00	18,000
12	CRUSHED AGGREGATE BASE (Antonell)	405	CY	82.00	33,210
13	TRAFFIC STRIPPING AND PAVEMENT MARKINGS (in-kind replacement w/ current width requirements)	1	LS	202,000	202,000
14	TRAFFIC STRIPPING, PAVEMENT MARKINGS, AND SIGNS (6 TH Street Separate plan)	1	LS	27,000	27,000
15	PAVEMENT MARKERS	1	LS	14,500	14,500
16	TRAFFIC LOOPS	77	EA	330.00	25,410
17	CONCRETE REMOVAL (EXISTING RAMPS)	14,300	SF	2.00	28,600
18	MINOR CONCRETE (CURB RAMP CASE A)	85	EA	4,100.00	348,500
19	MINOR CONCRETE (CURB RAMP CASE B)	22	EA	4,100.00	90,200

BID FORM

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
20	MINOR CONCRETE (CURB RAMP CASE F)	36	EA	4,100.00	147,600
21	CURB RAMP DETECTABLE WARNING SURFACE	84	EA	1,050	88,200
22	ADJUST RIM TO GRADE	52	EA	700.00	36,400
PROJECT BASE BID SUBTOTAL:					5,296,803.32

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. #267073, Expiration Date 1-31-2022, class of license A, C-12. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

1. Addenda No. 1 thru 3
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.

BID FORM

- 6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
- 7. Bidder 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.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder All American Asphalt

Signature  _____

Name and Title Edward J. Carlson, Vice President

Dated 8-2-2021

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder All American Asphalt

Signature  _____

Name Edward J. Carlson

Title Vice President

Dated 8-2-2021

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount of \$500 or more.

*** Please list all subcontractor that exceed \$500***

Portion of the Work	Subcontractor	Location of Business	% of the Work
ARAM PARTIAL	AMERICAN PAVEMENT SYSTEMS	MODESTO, CA	5.75%
STRIPE	CAL-STRIPE	COLTON, CA	4.52%
SURVEY	CASE LAND SURVEY	ORANGE CA	1.08%
CRACK SEAL	MD RUBBERIZED CRACKSILL	LAKE FOREST CA	5.89%
LOOPS	TRAFFIC LOOPS Crackfilling	ANATHEM, CA	0.47%

DESIGNATION OF SUBCONTRACTORS

Portion of the Work	Subcontractor	Location of Business	% of the Work

Name of Bidder All American Asphalt

Signature  _____

Name and Title Edward J. Carlson, Vice President

Dated 8-2-2021

DESIGNATION OF SUBCONTRACTORS

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

[**Indicate not applicable (“N/A”) where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: All American Asphalt

2.0 Type, if Entity: Corporation

3.0 Bidder Address: _____

PO Box 2229

Corona, CA 92878

Facsimile Number 951-736-7646

Telephone Number 951-736-7600

4.0 License Information:

#267073 A, C-12 1-31-2022

License No. Class of License Expiration Date

#1000001051

DIR Registration No.

5.0 How many years has Bidder’s organization been in business as a Contractor?

52 years

6.0 How many years has Bidder’s organization been in business under its present name? 52 years

5.1 Under what other or former names has Bidder’s organization operated?: N/A

7.0 If Bidder’s organization is a corporation, answer the following:

6.1 Date of Incorporation: 5-26-1969

6.2 State of Incorporation: California

6.3 President’s Name: Mark Luer

INFORMATION REQUIRED OF BIDDERS

6.4 Vice-President's Name(s): Edward J. Carlson

6.5 Secretary's Name: Michael Farkas

6.6 Treasurer's Name: Michael Farkas

8.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

9.0 If other than a corporation or partnership, describe organization and name principals:

N/A

10.0 List other states in which Bidder's organization is legally qualified to do business.

None

11.0 What type of work does the Bidder normally perform with its own forces?

Grading, Paving and Concrete

12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

INFORMATION REQUIRED OF BIDDERS

13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No

14.0 List Trade References:

Robertson's Ready Mix - 200 S. Main St., #200 - Corona, CA

15.0 List Bank References (Bank and Branch Address):

Citizens Business Bank - 12808 Central Ave. - Chino, CA 91710

16.0 Name of Bonding Company and Name and Address of Agent:

Fidelity and Deposit Company of Maryland (SOLETY)

Millennium Corp. Solutions - 5530 Trabuco Road - Irvine, CA 92620 (AGENT)

B. LIST OF CURRENT PROJECTS (Backlog)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name & Phone
	See Attached List			

Item 18.

Table with columns: Date, Agency / Owner, Project Title, Bid Amount, AC Tonnage, Concrete Day/Night, Contract Time, P.M., Supt, Coor, Completed, Cont. Rec., Date of Letter, Sent Back, Via, NTP, In House Pre-Meeting, City Pre-Job Meeting, Requirements. Rows include projects like 'The Palat Gate Closure', 'Elysian Reservoir Improvements Project', 'Century Blvd. Mobility Improvement Project', etc.

	Date	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete/Day/Night	Contract Time	P.M.	Supt	Coor	Completed	Cont. Rec.	Date of Letter	Sent Back	Via	NTP	In House Pre-Meeting	City Pre-Job Meeting	LC Requirements	
30432	5/14/2018	City of Hemosa Beach	Hemosa Avenue Pavement Resurfacing Project	\$ 2,160,864.46	7,680	562	80 Working Days	Edward	John M		99.0%	6/26/2018	6/26/2018							
30440	5/17/2018	City of Rolling Hills Estates	Resurfacing Project On Various City Streets FY 2018	\$ 978,788.00	6,050	72	50 Working Days	Maurice	John W		99.0%	6/19/2018	6/19/2018							
30441	5/22/2018	City of San Jacinto	Esplanade Ave Street Improvement (SJ-393)	\$ 381,410.00	2,600	60	30 Calendar Days	Edward	John W		99.0%	6/19/2018	6/19/2018							
30443	5/29/2018	City of Paramount	Paramount Blvd - Ardenal Street Resurfacing	\$ 837,770.00	2,400	300	35 Working Days	Cody	Rick		99.0%	6/25/2018	6/20/2018							
30453	5/31/2018	Department of Transportation	Route 15 (08-1H0904)	\$ 786,170.30	940	235	35 Working Days	Edward	Jerry		99.0%	6/12/2018	6/11/2018							7/5/2018
30473	6/4/2018	Deming Lorton and Associate	Robo Drive Grind and Overlay	\$ 20,900.00	666	0	1 Working Day	Maurice	Rick		99.0%	6/15/2018	6/15/2018							
30440	6/5/2018	City of Yorba Linda	2018 Parking & Rehabilitation & ADA Improvements	\$ 567,764.00	1,810	40	45 Working Days	Maurice	John M		99.0%	7/3/2018	6/15/2018							
30441	6/7/2018	City of Calabasas	Intersection Improvements at Diamond Ranch High	\$ 274,103.00	150	20	30 Working Days	Maurice	John M		99.0%	6/14/2018	6/14/2018							
30443	6/29/2018	Palmdale Unified School District	2018 Street Rehabilitation Project No. 17-18-06	\$ 677,624.00	1,110	70	37 Calendar Days	Maurice	John W		99.0%	6/13/2018	6/13/2018							
30453	6/29/2018	City of Highland	Pavement Rehabilitation (Bid No. 2018-04)	\$ 1,710,300.00	11,320	25	75 Working Days	Maurice	John W		99.0%	6/14/2018	6/13/2018							
30463	6/27/2018	FEDA (Perris Gateway)	Felley Knox Improvements	\$ 349,895.00	8,300	1,500	250 Working Days	Michele	John W		99.0%	7/6/2018	7/6/2018							6/25?
30474	6/14/2018	City of Yucaipa	Acacia Avenue, California Street, 1st Street and Alley	\$ 884,158.00	638	300	40 Working Days	Greg	John W		99.0%	7/10/2018	7/10/2018							
30481	6/5/2018	City of San Dimas	San Dimas Avenue ET AL Pavement Rehabilitation	\$ 1,684,585.00	4,300	600	60 Working Days	Michele	John W		99.0%	6/27/2018	6/27/2018							August?
30518	5/22/2018	City of Santa Fe Springs	N Residential St. Improvements	\$ 1,627,965.00	9,620	230	80 Working Days	Maurice	John W		99.0%	7/2/2018	7/2/2018							
30535	1/23/2018	OHL	Route 110, 405 07-293704	\$ 409,877.00	1,070	225	30 Working Days	Maurice	Rick		99.0%	4/24/2018	4/23/2018							
30571	7/12/2018	Town of Apple Valley	Apple Valley Village Accessibility	\$ 186,968.00	1,340	360	40 Working Days	Maurice	Rick		99.0%	7/12/2018	8/8/2018							
30573	7/17/2018	City of Norwalk	Local Street Rehabilitation (Project No. 7919)	\$ 1,747,202.00	11,400	700	80 Working Days	Greg	John W		99.0%	8/10/2018	8/10/2018							
30576	7/17/2018	City of Fontana	City of Fontana	\$ 502,703.00	552	340	35 Working Days	Greg	John W		99.0%	7/12/2018	7/12/2018							
30579	7/5/2018	Lemar Homes	Leimar Homes	\$ 1,199,903.70	5,245	1,200	40 Working Days	Edward	John W		99.0%	7/26/2018	7/26/2018							
30580	5/24/2018	City of Lynwood	City of Lynwood	\$ 2,055,055.00	10,000	2,340	120 Working Days	Miguel	Rick		99.0%	7/26/2018	7/26/2018							
30587	2/4/2018	OHL, USA	OHL Enterprises Inc.	\$ 408,570.00	1,860	0	534 Working Days	Greg	John W		99.0%	6/6/2018	6/20/2018							
30594	3/14/2018	Alhambra	Alhambra	\$ 2,157,960.00	28,235	0	534 Working Days	Gordon	Art		99.0%	9/13/2018	9/13/2018							
30595	5/29/2018	City of Malibu	Malibu	\$ 2,668,098.00	31,582	0	45 Working Days	Edward	John M		99.0%	8/8/2018	8/3/2018							
30609	7/26/2018	City of Lynwood	City of Lynwood	\$ 654,979.86	1,867	607	70 Working Days	Edward	John M		99.0%	8/20/2018	8/20/2018							
30658	5/23/2018	County of Orange	County of Orange	\$ 3,668,235.00	5,000	100	365 Working Days	Jim	Doug		99.0%	7/16/2018	7/16/2018							
30659	7/23/2018	Leans Management	Leans Management	\$ 4,061,059.00	12,000	2,000	120 Working Days	Miguel	John W		99.0%	8/20/2018	8/16/2018							
30674	8/9/2018	City of Westlake Village	City of Westlake Village	\$ 2,350,700.00	1,800	544	70 Working Days	Edward	John M		99.0%	8/31/2018	8/29/2018							
30675	6/16/2018	County of Orange	County of Orange	\$ 441,904.00	2,350	0	20 Working Days	Maurice	Rick		99.0%	8/10/2018	5/9/2018							
30689	8/16/2018	C.S. Legacy	C.S. Legacy	\$ 25,300.00	220	0	1 Working Day	Maurice	Art		99.0%	8/10/2018	8/10/2018							
30701	8/17/2018	Lemar Homes	Lemar Homes	\$ 796,000.00	3,500	225	45 Days	Michele	John W		99.0%	9/10/2018	9/10/2018							Mid Sept
30702	8/24/2018	Skanska	Skanska Front Entry	\$ 106,078.50	160	100	2 Working Days	Maurice	John W		0.0%	8/22/2018	8/22/2018							
30709	9/17/2018	KIP Inc	KIP Inc	\$ 195,000.00	775	100	30 Working Days	Michele	John W		99.0%	10/1/2018	10/1/2018							
30713	8/17/2018	City of Riverside	City of Riverside	\$ 7,489,107.00	22,800	2,178	140 Working Days	Jim	John W		99.0%	8/22/2018	8/22/2018							
30738	4/25/2018	California Professional Engineering	California Professional Engineering	\$ 93,987.00	5	45	45 Working Days	Edward	John W		99.0%	8/22/2018	8/22/2018							
30741	8/22/2018	City of San Clemente	City of San Clemente	\$ 999,259.15	43,000	3	30 Working Days	Brian A	Rick		99.0%	8/27/2018	8/29/2018							
30745	8/23/2018	County of San Bernardino	County of San Bernardino	\$ 5,442,912.00	2,950	63	30 Working Days	Edward	John W		99.0%	9/21/2018	9/18/2018							
30748	9/4/2018	City of Loma Linda	City of Loma Linda	\$ 419,966.15	2,400	40	15 Working Days	Greg	John W		99.0%	9/6/2018	9/6/2018							
30758	4/25/2018	Alhambra	Alhambra	\$ 3,281,677.50	35,435	40	360 Working Days	Gordon	Art		99.0%	8/2/2018	7/1/2018							
30766	6/12/2018	City of Inglewood	City of Inglewood	\$ 4,540,992.00	8,850	707	150 Working Days	Gordon	John M		99.0%	10/22/2018	10/22/2018							
30780	8/17/2018	City of Norco	City of Norco	\$ 353,994.00	115	47	45 Working Days	Edward	Jerry		99.0%	11/5/2018	11/5/2018							
30787	8/22/2018	Martin Harris Construction	Martin Harris Construction	\$ 2,008,439.00	10,105	0	30 Working Days	Jim	John W		99.0%	10/29/2018	10/29/2018							
30809	9/17/2018	Riverside Transportation Department	Riverside Transportation Department	\$ 642,941.00	300	1,000	30 Working Days	Michele	Rick		99.0%	10/29/2018	10/29/2018							
30814	10/10/2018	OCGP Sports Park Access Rd	OCGP Sports Park Access Rd	\$ 2,008,439.00	10,105	0	30 Working Days	Jim	John W		99.0%	10/29/2018	10/29/2018							
30814	10/10/2018	Chiron Trail Improvements	Chiron Trail Improvements	\$ 389,791.00	1	200	30 days	Michele	Rick		99.0%	10/29/2018	10/29/2018							
30817	9/28/2018	Brightview Landscapes	Brightview Landscapes	\$ 1,423,873.00	3,000	2,000	60 Working Days	Maurice	Jim		99.0%	11/8/2018	10/30/2018							
30819	9/28/2018	City of San Bernardino	City of San Bernardino	\$ 246,670.00	1,800	0	45 Working Days	Maurice	Art		99.0%	11/8/2018	10/16/2018							
30823	9/12/2018	LACSJ	LACSJ	\$ 1,197,842.28	7,882	0	45 Working Days	Gordon	Rick		99.0%	8/10/2018	8/10/2018							
30830	10/10/2018	County of Orange	County of Orange	\$ 178,705.00	850	0	15 Days	Michele	Rick		99.0%	10/25/2018	10/25/2018							
30837	10/10/2018	Leatherwood Construction	Leatherwood Construction	\$ 78,400.00	250	120	35 Working Days	Michele	John W		99.0%	10/25/2018	10/12/2018							
30840	10/10/2018	Aston Construction	Aston Construction	\$ 973,887.00	6,300	110	10 Working Days	Maurice	Rick		99.0%	12/7/2018	12/2/2018							
30847	9/25/2018	City of Santa Fe Springs	City of Santa Fe Springs	\$ 185,560.00	320	0	1 Working Day	Maurice	John M		99.0%	10/19/2018	10/19/2018							
30847	10/29/2018	Bello Electric	Bello Electric	\$ 1,296,000	20	0	1 Working Day	Maurice	Rick		99.0%	10/29/2018	10/29/2018							
30860	9/13/2018	ICDC	ICDC	\$ 1,504,996.48	600	250	75 Working Days	Miguel	Rick		99.0%	11/1/2018	10/30/2018							
30861	10/11/2018	ICDC	ICDC	\$ 1,475,002.52	600	15	80 Working Days	Edward	John W		99.0%	11/1/2018	10/30/2018							
30877	10/11/2018	Caltrans	Caltrans	\$ 516,300.00	900	1,860	365 Working Days	Cody	Art		99.0%	10/24/2018	10/23/2018							
30886	10/11/2018	City of Santa Ana	City of Santa Ana	\$ 2,019,190.50	14,000	1,200	65 Working Days	Edward	John W		99.0%	10/24/2018	10/23/2018							
30921	10/3/2018	County of Riverside Transportation	County of Riverside Transportation	\$ 5,062,746.00	14,000	50	85 Working Days	Michele	John W		99.0%	10/29/2018	10/29/2018							
30923	10/16/2017	Pardee Homes	Pardee Homes	\$ 1,768,954.00	8,080	50	60 Working Days	Maurice	John W		99.0%	10/29/2018	10/29/2018							
30944	8/30/2018	City of Highland	City of Highland	\$ 345,000.00	4,100	26	180 Working Days	Jim	John M		99.0%	11/7/2018	11/7/2018							
30947	10/25/2018	Chunno Construction	Chunno Construction	\$ 209,660.00	391	0	20 Working Days	Greg	John M		99.0%	11/13/2018	11/8/2018							
30966	11/6/2018	City of Beverly Hills	City of Beverly Hills	\$ 42,400.00	280	0	1 Working Day	Maurice	Art		99.0%	11/13/2018	11/8/2018							
30971	10/3/2018	Dennis Lorton & Associates	Dennis Lorton & Associates	\$ 223,862.00	2,030	0	250 Working Days	Jim	Art											

Item 18.

Item	Date	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete	Day/Night	Contract Time	P.M.	Supt	Coor	Completed	Cont. Rec.	Date of	Sent Back	Via	NTP	In House Pre-	City Pre-Job	LC
31740	6/5/2019	County of Orange	John Wayne Airport - Pavement Maintenance & Repair	\$ 3,914,178.00	5,000	250	Night	365 Calendar Days	Jim	Doug	Ted	99.0%	7/31/2019	7/31/2019	8/9/2019	FedEx				
31723	7/18/2019	Park West Rescom	District 1 West Naval Segment 2	\$ 1,987,726.00	5,000	300	Day	360 Working Days	Miguel	Rick		99.0%								
31721	8/8/2019	City of Stanton	2019 Citywide Street Resurfacing	\$ 1,206,859.00	8,065	5	Day	60 Working Days	Edward	Doug	Ted	99.0%	8/20/2019	8/20/2019	8/23/2019	FedEx				
31719	7/29/2019	Harcos Street ET AL	Harcos Street ET AL	\$ 2,348,777.00	17,000	300	Day	90 Working Days	Maureen	Art	Art	99.0%	8/23/2019	8/23/2019	9/12/2019	FedEx				
31705	7/30/2019	City of Laguna Niguel	Alca Parkway Arterial Pavement Rehabilitation	\$ 3,940,015.00	14,500	0	Night	250 Working Days	Jim	Art	Art	99.0%	8/1/2019	7/31/2019	8/20/2019	FedEx				
31698	5/31/2019	J. Francis	Route 5 12-0C-89804	\$ 1,350,619.00	83	0	Night	122 Working Days	Jim	Art	Art	99.0%	8/1/2019	7/31/2019	8/20/2019	FedEx				
31696	7/19/2019	GlanTech Construction Inc.	57 Wheeler Avenue	\$ 86,256.00	19,200	0	Day/Night	520 Working Days	Gordon	Art	Art	99.0%	6/28/2019	6/28/2019	7/12/2019	FedEx				
31674	2/14/2019	V. Lopez Jr & Sons/Depl. Veteran	(NCA) Asphalt Road Repair & Seal	\$ 221,433.00	820	20	Day	60 Calendar Days	Augustine	John W	Kim	99.0%	8/20/2019	8/20/2019	8/20/2019	US Mail				
31672	2/14/2019	GlanTech Construction Inc.	Headlands Passenger Hal Project (RP/PP) Mainline	\$ 2,913,039.65	42,000	0	Day	520 Working Days	Gordon	Art	Art	99.0%	6/28/2019	6/28/2019	7/12/2019	FedEx				
31671	7/9/2019	LandseaMarrow CM	Archibald Street Improvements	\$ 969,000.00	2,000	700	Day	35 days	Miguel	John W	Kim	99.0%	8/20/2019	8/20/2019	8/20/2019	FedEx				
31666	7/9/2019	City of Irvine	Irvine Business Complex (I/C) Sidewalk	\$ 1,233,233.00	16	0	Night	250 Working Days	Gordon	Rick	Kim	99.0%	2/18/2019	2/11/2019	2/22/2019	FedEx				
31644	7/1/2019	City of Claremont	Second St Seal Project, CIP No. 5088	\$ 815,575.00	1,200	0	Day	14 Working Days	Maureen	John W	Kim	99.0%	7/24/2019	7/24/2019	8/26/2019	FedEx				
31642	7/1/2019	City of Hemet	2018-19 Sturry Seal Project, CIP No. 5088	\$ 1,767,866.00	682	366	Day	50 Working Days	Augustine	John W	Kim	99.0%	8/19/2019	7/24/2019	7/25/2019	FedEx				
31622	6/10/2019	City of Colton	CD/B/C Seal 18-2-03K - 18-1-09K - 18-1-021	\$ 833,360.25	580	5	Day	45 Working Days	Gordon	John W	Kim	99.0%	12/4/2019	8/15/2019	8/26/2019	FedEx				
31621	6/10/2019	City of Lake Elsinore	Uroon Street Pavement Rehabilitation & Striping	\$ 89,456.00	0	0	Night	140 Working Days	Jim	Art	Art	99.0%	6/20/2019	6/19/2019	6/24/2019	FedEx				
31582	6/27/2019	City of Downey	FY 2018/19 Slurry Seal Project District 3 CIP No. 19-	\$ 866,663.25	0	0	Day	30 Working Days	Brian A	Rick	Kim	99.0%	6/27/2019	6/27/2019	7/1/2019	FedEx				
31580	5/29/2019	Riverside Construction	08-14104 Route 71	\$ 313,425.82	500	0	Day	20 days	Miguel	John W	Kim	99.0%	6/20/2019	6/19/2019	6/24/2019	FedEx				
31582	6/10/2019	City of Colton	Uroon Street Pavement Rehabilitation & Striping	\$ 89,456.00	0	0	Night	140 Working Days	Jim	Art	Art	99.0%	6/20/2019	6/19/2019	6/24/2019	FedEx				
31561	5/23/2019	City of Compton	Eucalyptus Avenue Street Improvements	\$ 1,019,100.00	4,000	0	Day	180 Working Days	Gordon	John M	Kim	99.0%	6/18/2019	6/18/2019	7/1/2019	FedEx				
31562	5/23/2019	City of Bellflower	Prima Deschriera Land Fill - San Juan Capistrano	\$ 606,436.00	1,700	0	Day	20 days	Miguel	John W	Kim	99.0%	5/22/2019	5/23/2019	5/24/2019	FedEx				
31543	4/30/2019	City of Chino	El Prado Road Reconstruction	\$ 2,392,367.80	6,950	695	Day	ca	Greg	John W	Kim	99.0%	5/22/2019	5/23/2019	5/24/2019	FedEx				
31531	5/2/2019	Lennar Homes	Ontario Ranch Road	\$ 27,292.00	160	0	Day	20 Working Days	Gordon	John W	Kim	99.0%	6/20/2019	6/19/2019	6/24/2019	FedEx				
31528	6/12/2019	City of Temecula	Exclusive Towing	\$ 855,333.00	6,100	1,060	Day	60 Working Days	Greg	John W	Kim	99.0%	5/22/2019	5/23/2019	5/24/2019	FedEx				
31526	6/10/2019	City of Santa Ana	Pavement Rehabilitation Program - Citywide - Harcno	\$ 1,716,649.00	2,500	620	Both	65 Working Days	Maureen	John W	Kim	99.0%	6/13/2019	6/13/2019	7/1/2019	FedEx				
31524	5/29/2019	City of Santa Ana	Pavement Rehabilitation Program - Citywide - Harcno	\$ 1,716,649.00	2,500	620	Both	65 Working Days	Maureen	John W	Kim	99.0%	6/13/2019	6/13/2019	7/1/2019	FedEx				
31498	6/4/2019	City of Moreno Valley	2019 Pavement Management Project (HEWVE 25)	\$ 3,696,389.42	5,000	0	Day	80 Working Days	Brian A	John W	Kim	99.0%	7/1/2019	7/1/2019	7/15/2019	FedEx				
31500	6/5/2019	City of Chino Hills	2019 Pavement Management Project (HEWVE 25)	\$ 3,696,389.42	5,000	0	Day	80 Working Days	Brian A	John W	Kim	99.0%	7/1/2019	7/1/2019	7/15/2019	FedEx				
31509	6/5/2019	City of Lancaster	Pavement Rehab at 12 Locations	\$ 4,434,390.49	19,710	732	Night	120 Working Days	Edward	John W	Kim	99.0%	6/18/2019	6/17/2019	6/18/2019	Hand Delivered (Agreement Only/No Bonds)				
31510	5/16/2019	Guy F. Atkinson	Route 60/710	\$ 5,019,753.00	24,100	0	Night	850 Working Days	Jim	Art	Art	99.0%	6/18/2019	6/17/2019	6/18/2019	Hand Delivered (Agreement Only/No Bonds)				
31515	4/29/2019	Pavement Coatings	Caltrans (07-3W8604) Route 1 - Malibu	\$ 800,300.00	0	0	Night	155 Working Days	Maureen	Art	Art	99.0%	6/19/2019	7/3/2019	8/8/2019	FedEx				
31524	5/29/2019	City of Santa Ana	Local Street Preventative Maintenance FY 2018-19	\$ 1,716,649.00	2,500	620	Both	65 Working Days	Maureen	Rick	Kim	99.0%	6/13/2019	6/13/2019	7/1/2019	FedEx				
31526	6/10/2019	City of Temecula	Pavement Rehabilitation Program - Citywide - Harcno	\$ 1,716,649.00	2,500	620	Both	65 Working Days	Maureen	John W	Kim	99.0%	6/13/2019	6/13/2019	7/1/2019	FedEx				
31528	6/12/2019	Exclusive Towing	Towing Yard Street Improvements	\$ 855,333.00	6,100	1,060	Day	60 Working Days	Maureen	John W	Kim	99.0%	6/13/2019	6/13/2019	7/1/2019	FedEx				
31543	4/30/2019	City of Chino	El Prado Road Reconstruction	\$ 2,392,367.80	6,950	695	Day	ca	Greg	John W	Kim	99.0%	5/22/2019	5/23/2019	5/24/2019	FedEx				
31561	5/2/2019	Lennar Homes	Ontario Ranch Road	\$ 27,292.00	160	0	Day	20 Working Days	Gordon	John W	Kim	99.0%	6/20/2019	6/19/2019	6/24/2019	FedEx				
31562	5/23/2019	City of Bellflower	Eucalyptus Avenue Street Improvements	\$ 1,019,100.00	4,000	0	Day	180 Working Days	Gordon	John M	Kim	99.0%	6/18/2019	6/18/2019	7/1/2019	FedEx				
31568	12/19/2018	County of Orange	Prima Deschriera Land Fill - San Juan Capistrano	\$ 606,436.00	1,700	0	Day	20 days	Miguel	John W	Kim	99.0%	6/20/2019	6/19/2019	6/24/2019	FedEx				
31582	6/27/2019	City of Downey	FY 2018/19 Slurry Seal Project District 3 CIP No. 19-	\$ 866,663.25	0	0	Day	30 Working Days	Brian A	Rick	Kim	99.0%	6/27/2019	6/27/2019	7/1/2019	FedEx				
31580	5/29/2019	Riverside Construction	08-14104 Route 71	\$ 313,425.82	500	0	Day	20 days	Miguel	John W	Kim	99.0%	6/20/2019	6/19/2019	6/24/2019	FedEx				
31622	6/10/2019	City of Colton	Uroon Street Pavement Rehabilitation & Striping	\$ 89,456.00	0	0	Night	140 Working Days	Jim	Art	Art	99.0%	6/20/2019	6/19/2019	6/24/2019	FedEx				
31621	6/10/2019	City of Lake Elsinore	Uroon Street Pavement Rehabilitation & Striping	\$ 89,456.00	0	0	Night	140 Working Days	Jim	Art	Art	99.0%	6/20/2019	6/19/2019	6/24/2019	FedEx				
31642	7/1/2019	City of Hemet	2018-19 Sturry Seal Project, CIP No. 5088	\$ 1,767,866.00	682	366	Day	50 Working Days	Augustine	John W	Kim	99.0%	8/19/2019	7/24/2019	7/25/2019	FedEx				
31644	7/1/2019	City of Claremont	Second St Seal Project, CIP No. 5088	\$ 815,575.00	1,200	0	Day	14 Working Days	Maureen	John W	Kim	99.0%	7/24/2019	7/24/2019	8/26/2019	FedEx				
31666	7/9/2019	City of Irvine	Irvine Business Complex (I/C) Sidewalk	\$ 1,233,233.00	16	0	Night	250 Working Days	Gordon	Rick	Kim	99.0%	2/18/2019	2/11/2019	2/22/2019	FedEx				
31671	7/9/2019	LandseaMarrow CM	Archibald Street Improvements	\$ 969,000.00	2,000	700	Day	35 days	Miguel	John W	Kim	99.0%	8/20/2019	8/20/2019	8/20/2019	FedEx				
31672	2/14/2019	V. Lopez Jr & Sons/Depl. Veteran	(NCA) Asphalt Road Repair & Seal	\$ 221,433.00	820	20	Day	60 Calendar Days	Augustine	John W	Kim	99.0%	8/20/2019	8/20/2019	8/20/2019	FedEx				
31686	7/19/2019	GlanTech Construction Inc.	Headlands Passenger Hal Project (RP/PP) Mainline	\$ 2,913,039.65	42,000	0	Day	520 Working Days	Gordon	Art	Art	99.0%	6/28/2019	6/28/2019	7/12/2019	FedEx				
31700	5/29/2019	J. Francis	Route 5 12-0C-89804	\$ 1,350,619.00	83	0	Night	122 Working Days	Jim	Art	Art	99.0%	8/1/2019	7/31/2019	8/20/2019	FedEx				
31705	7/30/2019	City of Laguna Niguel	Alca Parkway Arterial Pavement Rehabilitation	\$ 3,940,015.00	14,500	0	Night	250 Working Days	Jim	Art	Art	99.0%	8/23/2019	8/23/2019	9/12/2019	FedEx				
31719	7/29/2019	Harcos Street ET AL	Harcos Street ET AL	\$ 2,348,777.00	17,000	300	Day	90 Working Days	Maureen	Art	Art	99.0%	8/23/2019	8/23/2019	9/12/2019	FedEx				
31721	8/8/2019	City of Stanton	2019 Citywide Street Resurfacing	\$ 1,206,859.00	8,065	5	Day	60 Working Days	Edward	Doug	Ted	99.0%	8/20/2019	8/20/2019	8/23/2019	FedEx				
31723	7/18/2019	Park West Rescom	District 1 West Naval Segment 2	\$ 1,987,726.00	5,000	300	Day	360 Working Days	Miguel	Rick		99.0%								
31740	6/5/2019	County of Orange	John Wayne Airport - Pavement Maintenance & Repair	\$ 3,914,178.00	5,000	250	Night	365 Calendar Days	Jim	Doug	Ted	99.0%	7/31/2019	7/31/2019	8/9/2019	FedEx				

Item 18.

Job #	Date	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete/Day/Night	Contract Time	P.M.	Supr	Coor	Completed	Cont. Rec.	Date of	Sent Back	Via	NTP	In House Pre-Meeting	City Pre-Job Meeting	LC Requirements
32328	2/11/2020	City of Paramount	Neighborhood Street Resurfacing on Various City	\$ 1,238,777.00	5380	420	40 Working Days	Maurice	Rick	Mandle	99.0%	2/28/2020	2/19/2020	3/10/2020	FedEx				
32317	12/2/2019	JB Fanning & Engineering	Contract for local Street Improvements Project R-YYWMD - Slurry	\$ 40,000,000.00	75,000	5,000	1110 Working Days 2 years	Jerry Greg	John W John W	Mandle Mandle	99.0%	1/8/2020	1/14/2020	1/24/2020	MAIL				
32167	12/2/2019	Wilson Street Improvements	Wilson Street Improvements	\$ 53,510.00	590	740	60 Working Days	Greg	John W	Mandle	99.0%	1/8/2020	1/14/2020	1/24/2020	DocuSign				
32172	12/18/2019	City of Westminster	California Professional Engineering Caltrans 12-09104 Route 39	\$ 1,154,144.00	7065	150	60 Working Days	Greg	John W	Mandle	99.0%	1/21/2020	1/14/2020	1/23/2020	DocuSign				
32174	9/18/2019	California Professional Engineering	California Professional Engineering Caltrans 12-09104 Route 39	\$ 1,131,621.00	7065	150	60 Working Days	Greg	John W	Mandle	99.0%	1/21/2020	1/14/2020	1/23/2020	DocuSign				
32188	1/14/2020	County of Ventura	County of Ventura	\$ 1,34,025.00	40	63	80 Working Days	Maurice	John W	Mandle	99.0%	1/3/2020	1/22/2020	1/23/2020	FedEx				
32198	1/16/2020	Leonida Builders Inc./City of La Pu	Leonida Builders Inc./City of La Pu	\$ 2,298,467.40	6632	60	60 Working Days	Augustine	John M	Mandle	99.0%	2/10/2020	2/5/2020	FedEx					
32212	10/2/2019	City of Industry	City of Industry	\$ 1,09,407.00	7056	0	120 Working Days	Augustine	John M	Mandle	99.0%	10/30/2019							
32223	10/15/2019	California Professional Engineering	California Professional Engineering	\$ 3,053,713.50	3,840	1,700	15 Working Days	Maurice	John M	Mandle	99.0%	10/30/2019							
32225	11/5/2019	City of Burbank	City of Burbank - Traffic Responsive Signal System	\$ 330,995.00	3,200	0	60 Working Days	Maurice	John M	Mandle	1.0%	1/8/2020							
32231	10/17/2019	SBC/MAKSON	SBC/MAKSON	\$ 6,349,608.00	69,400	0	840 Working Days	Gordon	Art	Mandle	20.0%	2/3/2020	1/27/2020	1/13/2020	FedEx				
32234	12/10/2019	Skunk Construction	Skunk Construction	\$ 4,400,000.00	45,000	1,500	225 Working Days	Miguel	John M	Mandle	80.0%	2/3/2020	1/27/2020	2/10/2020	MAIL				
32240	8/1/2019	California Professional Engineering	California Professional Engineering	\$ 164,000.00	20	0	25 Working Days	Maurice	John M	Ted	99.0%	1/20/2020		1/20/2020	DocuSign				
32242	1/14/2020	Walsh Construction	Walsh Construction	\$ 329,765.00	3100	0	25 Working Days	Gordon	Art	Deonae	99.0%	1/20/2020		1/20/2020	DocuSign				
32243	2/3/2020	City of Camarillo	City of Camarillo	\$ 681,901.50	3068	83	25 Working Days	Edward	John M	Deonae	99.0%	1/17/2020	01/17/2020	1/29/2020	FedEx				
32249	1/7/2020	City of Menifee	City of Menifee	\$ 1,009,844.00	5580	410	40 Working Days	Maurice	John W	Gio	99.0%	1/17/2020	01/17/2020	1/29/2020	FedEx				
32251	12/3/2019	City of El Monte	City of El Monte	\$ 3,462,905.50	3000	0	60 Working Days	Gordon	John W	Mandle	99.0%	1/6/2020		1/13/2020	FedEx				
32253	1/6/2020	County of Orange	County of Orange	\$ 314,576.24	960	0	90 Calendar Days	Gordon	Rick	Mandle	99.0%	2/18/2020	2/12/2020	2/26/2020	FedEx				
32256	2/5/2020	Crescenta Valley Water District	Crescenta Valley Water District	\$ 82,620.00	325	0	30 Working Days	Augustine	John W	Mandle	99.0%	2/18/2020	2/12/2020	2/26/2020	FedEx				
32259	1/17/2020	Chunco Construction	Chunco Construction	\$ 377,819.00	1500	0	250 Working Days	Jim	Art	Ted	20.0%	2/7/2020		2/20/2020	Mail				
32260	11/19/2019	Spectra Construction Group	Spectra Construction Group	\$ 221,517.00	250	0	150 Working Days	Jim	Art	Ted	99.0%	2/7/2020		2/20/2020	Mail				
32282	3/20/2020	Boss Constructors	Boss Constructors	\$ 712,275.00	0	0	150 Working Days	Edward	Art	Mandle	99.0%	2/25/2020	2/21/2020	3/4/2020	FedEx				
32274	2/18/2020	City of Rancho Santa Margarita	City of Rancho Santa Margarita	\$ 388,166.86	1100	0	30 Working Days	Brian A	Rick	Mandle	99.0%	2/25/2020	2/21/2020	3/4/2020	FedEx				
32277	3/2/2020	Schuler Constructors	Schuler Constructors	\$ 1,539,929.32	1600	0	20 Working Days	Augustine	John W	Mandle	1.0%	2/25/2020	2/21/2020	3/4/2020	FedEx				
32286	2/20/2020	City of Ontario Hills	City of Ontario Hills	\$ 219,894.00	15100	5	40 Working Days	Maurice	John W	Mandle	99.0%	2/28/2020	2/24/2020	3/10/2020	FedEx				
32288	2/20/2020	City of Ontario Hills	City of Ontario Hills	\$ 2,197,669.00	15100	340	40 Working Days	Maurice	John W	Mandle	99.0%	2/28/2020	2/24/2020	3/10/2020	FedEx				
32306	8/15/2019	Meyers & Sons Construction	Meyers & Sons Construction	\$ 1,255,166.00	9,400	0	40 Working Days	Jim	Art	Mandle	0.0%	2/28/2020	2/24/2020	3/3/2020	Mail				
32309	3/4/2020	Department of Transportation	Department of Transportation	\$ 240,000.00	150	0	30 Working Days	Jim	John W	Gio	99.0%	3/25/2020	3/19/2020	2/26/2020	FedEx				
32311	7/30/2019	Los Angeles County Department of	Los Angeles County Department of	\$ 5,100,000.00	5606	30	90 Working Days	Edward	Jerry	Deonae	99.0%	8/17/2019	8/6/2019	2/26/2020	FedEx				
32312	2/1/2020	City of San Jacinto	City of San Jacinto	\$ 773,226.00	0	0	1 Year	Jerry	John W	Deonae	99.0%	8/17/2019	8/6/2019	2/26/2020	FedEx				
32314	3/19/2020	Siungson Electric	Siungson Electric	\$ 225,651.17	220	4.6	90 Working Days	Brian A	John W	Mandle	99.0%	2/19/2020	2/19/2020	2/26/2020	FedEx				
32315	2/27/2020	City of Simi Valley	City of Simi Valley	\$ 922,543.70	700	154	50 Working Days	Edward	John W	Deonae	99.0%	3/6/2020	3/10/2020	3/12/2020	FedEx				
32316	3/19/2020	American Civil Contractors	American Civil Contractors	\$ 1,72,854.70	140	0	100 Working Days	Edward	Art	Deonae	99.0%	3/6/2020	3/10/2020	3/12/2020	FedEx				
32317	1/28/2020	City of Dana Point	City of Dana Point	\$ 1,897,897.00	1840	0	60 Working Days	Rick	Rick	Mandle	99.0%	2/28/2020	2/19/2020	3/10/2020	FedEx				
32328	2/11/2020	City of Paramount	Neighborhood Street Resurfacing on Various City	\$ 1,238,777.00	5380	420	40 Working Days	Maurice	Rick	Mandle	99.0%	2/28/2020	2/19/2020	3/10/2020	FedEx				

Item	Date	Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete Day/Night	Contract Time	P.M.	Supt	Coor	Completed	Cont. Rec.	Date of Letter	Sent Back	Via	NTP	In House Pre-Meeting	City Pre-Job Meeting	LC Requirements
32720	3/2/2020	City of San Marino	FY 2019 Street Rehabilitation Program Project	\$ 2,109,419.00	12600	100	60 Working Days	Maurice	John M	Deonne	90.0%	3/17/2020	3/17/2020	3/27/2020	FedEx				
32721	3/19/2020	City of Merced	Ethanan Road & Sherman Road Street Resurfacing	\$ 1,276,845.68	290	290	60 Working Days	Edward	John W	Deonne	99.0%	3/27/2020	4/27/2020	4/10/2020	FedEx				
32722	3/20/2020	Riverside Construction Company	07/31/2004) Re 2/5/10/1/05/110 Modify Traffic	\$ 314,550.10	450	450	500 Working Days	Edward	Doug	Deonne	0.0%	3/20/2020	3/11/2020	3/24/2020	FedEx				
32723	3/3/2020	City of Temple City	IHC TC - Route #15 & Railroad Canyon Road	\$ 2,169,978.46	20000	0	434 Working Days	Edward	Art	Deonne	59.0%	3/18/2020	3/18/2020	3/27/2020	FedEx				
32724	3/5/2020	Pulte Homes Company	Las Tunas Blvd Pavement Rehabilitation Phase 1,	\$ 644,444.00	4880	20	21 Working Days	Maurice	John M	Deonne	99.0%	3/18/2020	3/18/2020	3/27/2020	FedEx				
32725	3/19/2020	City of Chino Hills	West Haven Cascade Olive Street Rehabilitation	\$ 649,000.00	4880	0	21 Working Days	Maurice	John M	Deonne	98.0%	4/9/2020	4/15/2020	4/15/2020	FedEx				
32726	3/19/2020	City of Chino Hills	2019-2020 Street Improvement Project ST200001	\$ 1,093,145.00	11550	0	40 Working Days	Maurice	John W	Mindle	99.0%	5/8/2020	5/8/2020	4/15/2020	FedEx				
32727	3/26/2020	City of Moreno Valley	Bayberry Drive and Valle Vista Drive Project	\$ 637,229.00	4400	80	40 Working Days	Maurice	John W	Mindle	5.0%	3/19/2020	3/19/2020	4/14/2020	FedEx				
32728	3/5/2020	City of Norco	Polkne Repair Services	\$ 1650.00 per hr	8500	0	365 Working Days	Augustine	John W	Mindle	99.0%	4/15/2020	4/15/2020	4/14/2020	FedEx				
32729	4/11/2020	City of Norco	FY 2019-2020 Slurry Seal Project	\$ 147,708.97	2000	0	20 Working Days	Brian A	John W	Mindle	99.0%	3/19/2020	3/19/2020	4/14/2020	FedEx				
32730	4/11/2020	City of Norco	Cresknew Drive Pavement Improvement Project	\$ 646,098.00	2000	0	20 Working Days	Brian A	John W	Mindle	99.0%	4/15/2020	4/15/2020	4/22/2020	FedEx				
32731	5/22/2019	County of Orange	JOC Pavement Maint-Cohen Heights - FY 19-20	\$ 5,151,965.00	224	40	60 Working Days	Edward	Larry	Mindle	99.0%	4/15/2020	4/15/2020	4/22/2020	FedEx				
32732	4/17/2020	City of Huntington Beach	Granite Hill Drive Pavement Rehabilitation	\$ 999,777.00	8000	0	365 Calendar Days	Gordon	Rick	Mindle	99.0%								
32733	4/17/2020	City of Victoria	Third Avenue Road Improvement	\$ 1,790,000.00	8000	0	105 Working Days	Augustine	Jim	Mindle	99.0%								
32734	4/29/2020	Metropolitan Water District	Pavement Rehabilitation on Barton Road	\$ 768,617.00	6280	0	40 Working Days	Maurice	John W	Mindle	99.0%	4/15/2020	4/15/2020	5/6/2020	FedEx				
32735	4/29/2020	County of Riverside - Transportation	Asphalt Hotway & Parking Lot Restoration	\$ 281,000.00	3000	6	30 Working Days	Augustine	John W	Gio	99.0%	5/1/2020	5/1/2020	5/15/2020	FedEx				
32736	4/22/2020	City of Rancho Santa Margarita	08-1H3414) Res 210215/2529 Place RHMA-G, Cold	\$ 6,324,158.90	35900	0	40 Calendar Days	Edward	John W	Mindle	98.0%	5/1/2020	5/1/2020	5/15/2020	FedEx				
32737	4/30/2020	City of Westminister	Antonio Parkway Rehabilitation	\$ 4,127,137.00	2480	0	33 Working Days	Jim	Rick	Gio	99.0%	5/6/2020	5/6/2020	5/20/2020	FedEx				
32738	4/22/2020	City of Santa Ana	Henninger Neighborhood Residential Street Repair	\$ 578,255.00	3570	50	50 Working Days	Jim	Doug	Deonne	99.0%	5/1/2020	5/1/2020	5/4/2020	FedEx				
32739	4/14/2020	City of Santa Ana	Annual Street Preventative Maintenance	\$ 698,227.00	3691	600	50 Working Days	Jim	Rick	Gio	99.0%	5/7/2020	5/7/2020	5/29/2020	FedEx				
32740	3/19/2020	City of Compton	Annual Residential Street Rehabilitation-Phase 1	\$ 5,295,068.00	18920	150	90 Working Days	Jim	Rick	Gio	99.0%	5/7/2020	5/7/2020	6/5/2020	FedEx				
32741	5/7/2020	Leamar Homes	Merrill and Haven Street Improvements	\$ 1,481,832.15	8000	440	45 Working Days	Miguel	Jim	Gio	99.0%			6/10/2020	FedEx				
32742	4/16/2020	Walsh Construction	Carnio Highlands	\$ 2,425,694.00	8000	440	90 Working Days	Jim	Rick	Gio	99.0%	5/15/2020	5/15/2020	6/10/2020	FedEx				
32743	10/8/2018	City of Fontana	OC Streetcar	\$ 2,645,117.50	22,242	440	90 Working Days	Jim	Art	Gio	99.0%	5/15/2020	5/15/2020	6/10/2020	DocuSign				
32744	5/28/2020	City of Fontana	Valley Blvd @ Almond Ave Traffic Signal Project	\$ 1,023,000.00	1025	250	55 Working Days	Augustine	Jim	Mindle	2.0%	5/15/2020	6/24/2020	7/2/2020	FedEx				
32745	5/19/2020	City of Calabasas	2020 Street Resurfacing Project # 19-20-04	\$ 685,000.00	3016	150	40 Working Days	Augustine	John M	Deonne	98.0%	6/22/2020	6/22/2020	6/29/2020	FedEx				
32746	1/7/2020	Belco Electric Group	City of Burbank - Midtown Commercial Traffic Signal	\$ 272,800.00	20	20	15 Working Days	Maurice	John M	Deonne	0.0%								
32747	1/15/2020	City of Torrance	Residential Street Rehabilitation - Area A	\$ 2,133,840.00	7800	644	120 Working Days	Gordon	John W	Ted	98.0%	2/28/2020	2/28/2020	3/6/2020	FedEx				
32748	4/29/2020	City of Midtown	Road Maintenance and Rehabilitation Improvement	\$ 653,945.00	2081	0	20 Working Days	Maurice	John W	Mindle	99.0%								
32749	5/13/2020	Belco Electric Group	City of Palm Springs - Traffic Signal and ADA	\$ 429,150.00	120	380	20 Working Days	Maurice	John W	Gio	0.0%								
32750	6/3/2020	City of Alhambra	2020 Street Improvements Project - Olive Avenue and	\$ 300,433.00	1333	150	40 Working Days	Augustine	John W	Mikrole	99.0%	6/24/2020	6/24/2020	7/2/2020	FedEx				
32751	4/23/2020	City of Alhambra	12-0F8904) Route 5	\$ 1,815,853.00	10300	12	60 Working Days	Augustine	Rick	Gio	99.0%	5/26/2020	5/26/2020	7/2/2020	FedEx				
32752	3/31/2020	City of Rancho Cucamonga	FY 19-20 Local Slurry Seal Pavement Rehabilitation	\$ 196,232.00	15000	115	100 Working Days	Brian A	John W	Gio	99.0%	4/20/2020	4/20/2020	6/2/2020	FedEx				
32753	5/28/2020	City of Placentia	FY 2019-20 Arterial Highway Rehabilitation Project	\$ 2,339,799.00	16845	1854	120 Working Days	Maurice	Rick	Mindle	80.0%	6/22/2020	6/22/2020	7/9/2020	FedEx				
32754	5/5/2020	City of Aliso Viejo	Resurfacing of Orange Grove Avenue	\$ 5,098,175.00	16845	0	20 Working Days	Gordon	Jim	Mindle	95.0%	6/12/2020	6/12/2020	6/18/2020	FedEx				
32755	5/19/2020	City of Sierra Madre	Sierra Vista Park Parking Lot Improvement	\$ 132,375.84	20	20	20 Working Days	Kim	Jim	Mindle	50.0%	6/10/2020	6/10/2020	6/12/2020	FedEx				
32756	1/9/2020	California Professional Engineering	Brea - Puente Street Improvements	\$ 154,680.00	100	60	10 Working Days	Maurice	John M	Deonne	98.0%	6/12/2020	6/12/2020	6/14/2020	FedEx				
32757	2/19/2020	Stephen Dorek	07-311704) Route 134	\$ 1,921,565.50	13366	196	165 Working Days	Edward	Rick	Gio	0.0%	6/12/2020	6/12/2020	6/14/2020	FedEx				
32758	6/16/2020	Peterson-Chase	Route 215 38.5 to 37.4	\$ 6,610,784.00	38400	150	60 Working Days	Jim	Art	Gio	99.0%	6/17/2020	6/17/2020	6/16/2020	FedEx				
32759	6/16/2020	Caltrans	Route 215 38.5 to 37.4	\$ 280,000.00	15660	200	30 Working Days	Jim	John W	Gio	99.0%	6/17/2020	6/17/2020	6/22/2020	FedEx				
32760	6/4/2020	City of Fountain Valley	Residential Roadway Rehabilitation Project #1229	\$ 1,623,078.06	410	410	50 Working Days	Maurice	Brian A	Deonne	99.0%	6/22/2020	6/22/2020	6/15/2020	FedEx				
32761	4/30/2020	City of Orange	Annual Slurry Seal at Various Locations - FY 19-20, SP	\$ 377,737.78	8300	0	60 Working Days	Brian A	Rick	Mindle	99.0%	7/2/2020	7/2/2020	7/9/2020	FedEx				
32762	6/18/2020	City of Hemet	2019-2020 Pavement Rehabilitation Phase 2	\$ 1,119,322.00	250	40	40 Working Days	Maurice	John W	Gio	99.0%	6/25/2020	6/25/2020	7/1/2020	FedEx				
32763	6/18/2020	City of Chino Hills	Canyon Hills Road Pavement Rehab Project	\$ 1,06,000.00	250	0	25 Working Days	Augustine	John W	Gio	99.0%	7/1/2020	7/1/2020	7/16/2020	FedEx				
32764	7/1/2020	East OC Water District	Cowan Heights Overlay	\$ 20,800.00	248	248	75 Working Days	Gordon	John W	Mindle	99.0%	6/30/2020	6/10/2020	7/22/2020	FedEx				
32765	5/19/2020	City of Paris	2020 Citywide Street Improvements	\$ 1,193,078.17	4000	4000	30 Working Days	Edward Flu	John M	Gio	99.0%	7/1/2020	7/1/2020	7/22/2020	FedEx				
32766	3/9/2020	City of Glendora	Glendora, Dike, St. Prospero Rd, Sobering Ave Ghent	\$ 329,797.49	2558	34	30 Working Days	Maurice	John W	Gio	0.0%								
32767	4/14/2020	County of Los Angeles	RMID,IOC679) Pavement Preservation (Seal Coats),	\$ 112,540.00	20	20	10 Working Days	Maurice	John M	Deonne	99.0%	6/17/2020	6/17/2020	6/29/2020	FedEx				
32768	6/25/2020	City of Mission Viejo	Alta Parkway - Jeronimo Road and Magnolia	\$ 2,343,333.00	19620	110	50 Working Days	Brian A	Darren	Gio	99.0%	6/19/2020	4/22/2020	6/5/2020	FedEx				
32769	6/4/2020	City of Rolling Hills Estates	Resurfacing Project on Palms Vistas Drive North and	\$ 576,635.00	2780	146	30 Calendar Days	Maurice	Rick	Deonne	99.0%	8/11/2020	8/11/2020	8/13/2020	FedEx				
32770	6/11/2020	City of San Dimas	Alley Reconstruction - Alley P - Carbacho to Monte	\$ 134,960.00	350	85	30 Working Days	Kim	Jim	Gio	0.0%	7/15/2020	7/15/2020	7/15/2020	FedEx				
32771	6/1/2020	City of Ontario	City of Glendale - North Verdugo I.S. Project	\$ 175,950.00	140	100	40 Working Days	Maurice	John M	Deonne	90.0%	7/24/2020	7/24/2020	8/13/2020	FedEx				
32772	6/30/2020	City of Walnut	2020 Fall Pavement Rehabilitation Project - 1303	\$ 2,499,333.00	18620	30	65 Working Days	Edward	John W	Mindle	98.0%	6/3/2020	6/3/2020	6/22/2020	Hand Delivered				
32773	8/1/2020	Beadco Construction	Walnut - Anna Road Street Rehabilitation from	\$ 1,225,991.50	8500	55	40 Working Days	Maurice	Jim	Gio	99.0%	7/24/2020	7/24/2020	8/1/2020	FedEx				
32774	8/6/2020	City of Yorba Linda	Fairmont Blvd 400 FT S/O Avenida Del Rey Access to	\$ 113,472.00	350	16	75 Working Days	Kim	Rick	Gio	99.0%	8/6/2020	8/6/2020	8/10/2020	FedEx				
32775	8/7/2020	Beadco Construction	Sheeps Creek & Hwy 2	\$ 51,324.00	350	350	30 Working Days	Jim	Art	Gio	99.0%								
32776	8/7/2020	Orange County Sanitation District	Abandon Memorial Park Curbs & Drive Project	\$ 79,756.00	1950	300	60 Working Days	Jim	Doug	Deonne	99.0%								
32777	7/28/2020	Orange County Cemetery District	El Toro Memorial Park	\$ 416,999.00	9640	0	20 Working Days	Augustine	Rick	Gio	99.0%								
32778	8/11/2020	Beadco Construction	University Drive	\$ 823,902.40	9640	0	60 Working Days	Jim	Art	Gio	99.0%								
32779	8/11/2020	La Strada Contracting	El Toro Road Mission Viejo	\$ 47,850.00															

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Agency / Owner	Project Title	Bid Amount	AC Tonnage	Concrete Day/Night	Contract Time	P.M.	Supt	Coor	Completed	Cont. Rec.	Date of Letter	Sent Back	Via	NTP	In House Pre-Job Meeting	City Pre-Job Meeting	LC Requirements
SC Ontario Development	Eucalyptus Avenue Street Improvements	\$ 590,000.00	2700	300	40 Working Days	Miguel	Jim	Gio	15.0%								
San Bernardino County	Eucalyptus Avenue Street Improvements	\$ 1,230,000.00	3200	300	70 Working Days	Miguel	Jim	Gio	15.0%								
Riverside Construction Company	USA 70 R-8 Fog Seal Project	\$ 4,550,967.00	0	0	Working	Brian A	Brian	Gio	99.0%		9/23/2020						
Murrow CM	Westernway	\$ 5,110,000.00	52250	0	500 Working Days	Miguel	Art	Gio	4.0%	6/25/2020							
City of Manhattan Beach	Foscars Avenue Street Resurfacing Project	\$ 692,857.24	2379	105	60 Working Days	Gordon	John W	Gio	95.0%	8/18/2020	8/6/2020		DocuSign				
City of Pomona	Baseline Road Improvements	\$ 473,000.00	520	112	40 Working Days	Gordon	John M	Gio	1.0%	9/15/2020	9/15/2020		FedEx				
Walsh Construction	Major Street Rehabilitation - 2015 Metro Call Project	\$ 9,154,356.14	33800	1910	205 Working Days	Augustine	Jim	Gio	5.0%	11/17/2020	11/17/2020		DocuSign				
City of Orange	OJAA - Parkway C Improvement	\$ 218,000.00	990	0	100 Calendar Days	Gordon	Art	Gio	99.0%	9/10/2020	10/14/2020		DocuSign				
City of San Gabriel	2020 CDBG Local Streets Slurry Seal Project	\$ 607,000.00	2000	0	317 Calendar Day	Brian A	Rick	Gio	10.0%	10/14/2020	8/28/2020		DocuSign				
City of San Gabriel	2020-2021 Asphalt Replacement At Various Locations	\$ 1,316,641.00	4026	0	120 Working Days	Brian A	John W	Gio	99.0%	8/25/2020	8/12/2020		FedEx				
City of Lake Elsinore	Chowde Slurry Seal Project C/P No. 210014	\$ 1,942,627.00	0	0	Working Days	Maurice	John W	Gio	40.0%	9/7/2020	9/3/2020		DocuSign				
County of Los Angeles	Ladera Heights 6990-800-00	\$ 2,942,683.89	10261	170	36 Working Days	Maurice	John M	Deonne	0.0%	9/29/2020			Hand Delivery				
City of Norco	Nimco Second Street Widening	\$ 698,765.00	9390	725	120 Working Days	Edward	Jerry	Gio	1.0%	10/29/2020	10/29/2020		FedEx				
City of Norco	Nimco Second Street Widening	\$ 1,843,250.00	7000	1500	70 Working Days	Miguel	Jerry	Gio	2.0%	10/29/2020			FedEx				
City of Sea Beach	PY 19-20 Arterial Street Resurfacing Program - Boise	\$ 1,993,529.00	9000	100	25 Working Days	Augustine	Doug	Deonne	75.0%	10/19/2020			FedEx				
Leonida Builders	Ally Rehabilitation Project - Phase 1	\$ 105,225.00	1025	0	4 Working Days	Augustine	Rick	Gio	90.0%	10/20/2020			FedEx				
City of Brea	Ally Rehabilitation Project	\$ 140,648.00	2005	0	15 Working Days	Augustine	Art	Gio	75.0%	10/20/2020			FedEx				
International Line Builders	Santa Ana - Euclid St At Hazard Signal Modification	\$ 74,103.00	20	20	Working Days	Maurice	John M	Deonne	0.0%	7/9/2020			FedEx				
Belo Elecor Group	Palm Springs - Tahquitz Canyon Improvements	\$ 129,000.00	60	30	Working Days	Maurice	John W	Gio	99.0%	8/1/2020			FedEx				
Crossworn Electrical Data, Inc.	Rancho Cucamonga - Traffic Signal Project	\$ 176,748.00	40	110	Working Days	Maurice	John M	Deonne	99.0%	9/25/2020			FedEx				
Belo Elecor Group	Culver City - Traffic Signal Left Turn Phasing Upgrade	\$ 94,400.00	20	40	Working Days	Maurice	John M	Deonne	0.0%				FedEx				
OHL USA	Route 101 07-303704	\$ 773,280.00	4320	0	550 Working Days	Jim	Art	Deonne	0.0%				FedEx				
Lewis Operating Corp.	Van Vleet Tract 20161 Improvement	\$ 958,737.50	0	0	Working Days	Miguel	Jerry	Gio	88.0%	10/21/2020	10/21/2020		FedEx				
Town of Yucca Valley	Palomar Avenue Widening Project	\$ 304,512.35	292	0	30 Calendar Days	Kim	John W	Deonne	85.0%	3/8/2021			FedEx				
Belo Elecor Group	Palmer - Left Turn Signal Improvements HSP 8	\$ 53,633.00	16300	630	11 Working Days	Maurice	John M	Deonne	0.0%	8/24/2020			FedEx				
City of Torrance	Sepulveda Blvd Rehabilitation	\$ 3,092,595.00	675	0	5 Working Days	Gordon	John W	Gio	99.0%				FedEx				
Ontario International Airport	Amazon Repairs	\$ 110,005.00	0	0	Working Days	Jim	Art	Gio	0.0%				FedEx				
County of Orange	JOC Maintenance & Facilities Slurry & Paving	\$ 3,390,661.00	34580	0	750 Working Days	Gordon	Rick	Middle	99.0%	3/2/2020			docuSign				
County of Orange	12-0K0294 Route 5	\$ 1,500,000.00	0	0	Working Days	Gordon	Rick	Gio	0.0%				FedEx				
City of Cypress	Compass Arterial Rehab	\$ 699,327.00	4700	0	30 Working Days	Edward	Rick	Gio	50.0%	12/1/2020	12/1/2020		FedEx				
City of Cypress	Compass Arterial Rehab	\$ 292,228.00	1600	0	40 Working Days	Jim	John W	Gio	0.0%	11/3/2020	11/3/2020		FedEx				
City of Riverdale	Tract 8026 West Haven Onsite Street Improvements for	\$ 1,079,000.00	6800	2000	60 Working Days	Miguel	Jim H.	Gio	0.0%	11/19/2020	11/19/2020		DocuSign				
Turne Rock Crest Community Ass	Turne Rock Crest Community Ass	\$ 811,311.00	535	0	30 Working Days	Augustine	Rick	Gio	1.0%	11/3/2020			FedEx				
City of Victorville	El Rio & Canary Rd Repair & Vail Rd Replacement	\$ 279,009.00	1445	0	20 Working Days	Augustine	Rick	Gio	1.0%	12/14/2020			FedEx				
City of Long Beach	Los Angeles - On Call Traffic Signal Project	\$ 1,813,779.49	60	65	60 Working Days	Jerry	Jorge	Deonne	0.0%				FedEx				
Belo Elecor Group	El Rio Street Protected Bike Lanes	\$ 242,635.00	18	0	Working Days	Maurice	John M	Deonne	0.0%	3/8/2021			FedEx				
City of Santa Ana	El Rio Street Protected Bike Lanes	\$ 1,967,436.00	1050	1000	75 Working Days	Jim	Rick	Gio	0.0%				FedEx				
City of Santa Ana	El Rio Street Protected Bike Lanes	\$ 67,767.00	18	34	Working Days	Kim	Rick	Gio	99.0%	11/12/2020			FedEx				
City of Torrance	Residential & Arterial Pavement Improvement	\$ 3,687,032.00	20919	125	100 Working Days	Gordon	John M	Deonne	5.0%	10/23/2020			FedEx				
County of Orange	El Toro Building	\$ 403,775.05	1955	0	40 Working Days	Maurice	Rick	Gio	99.0%				FedEx				
Belo Elecor Group	Broadway Improvements & Traffic Signal Modification	\$ 63,225.00	20	40	Working Days	Gordon	John M	Deonne	0.0%				FedEx				
County of Orange	Coyote Canyon Landfill	\$ 132,029.04	135	0	30 Working Days	Jim	Doug	Deonne	0.0%				FedEx				
City of Westminster	CDBG 20-21 Improvements	\$ 345,792.00	2000	30	Working Days	Maurice	John M	Deonne	0.0%				FedEx				
California Professional Engineering	Palmdale - Palmdale Blvd & 90th T.S. Project	\$ 152,246.00	30	0	Calendar Days	Maurice	John W	Gio	1.0%	1/14/2021	1/14/2021		FedEx				
County of Riverside	Ranona Express Resurfacing (Fisher Street to Warren	\$ 7,916,616.59	54010	0	60 Calendar Days	Edward	John W	Gio	0.0%				FedEx				
City of Long Beach	Greenbrier Ave B/T Spring St. & Mezzanine Way R-	\$ 1,173,729.33	2816	0	Working Days	Jerry	Jorge	Deonne	2.0%				FedEx				
Moore Companies / KB Homes	Lomita Ave B/T Adelphi Dr & Rosalby St. R-7153	\$ 823,810.10	1523	0	Working Days	Miguel	John W	Gio	0.0%				FedEx				
City of Inglewood	Underwood Tract 29835-2 Offsite Street	\$ 2,189,000.00	3800	200	40 Working Days	Miguel	John W	Gio	0.0%	1/5/2021	1/5/2021		FedEx				
City of Inglewood	Haven Avenue Street Improvements	\$ 100,000.00	1743	210	60 Working Days	Miguel	John W	Gio	0.0%	9/10/2020	8/6/2020		FedEx				
City of Inglewood	City Parking Lots Rehabilitation	\$ 726,700.00	3800	40	30 Working Days	Miguel	John M	Deonne	0.0%	2/12/2020	2/9/2020		FedEx				
City of Inglewood	Foscars Avenue Street Resurfacing Project	\$ 599,864.00	550	40	Working Days	Augustine	Rick	Gio	0.0%	5/5/2021			FedEx				
City of Riverdale	Montrose Community Park	\$ 180,746.00	9200	1000	100 Working Days	Augustine	Jim H.	Gio	0.0%	3/1/2021	3/1/2021		FedEx				
City of Riverside	SB-1 Maintenance and Traffic Improvements	\$ 2,081,359.00	16380	982	90 Working Days	Edward	John W	Deonne	0.0%	3/1/2021	3/1/2021		FedEx				
City of Glendora	Dwyer Canyon North and South Neighborhood and	\$ 4,174,871.23	750	75	Working Days	Augustine	Jim H.	Gio	0.0%	2/22/2021	3/3/2021		FedEx				
City of Glendora	French Valley - Offsite Street Improvements	\$ 197,500.00	4000	600	Working Days	Miguel	John W	Gio	0.0%	1/25/2021	1/25/2021		FedEx				
City of Glendora	Arvel Meadows Way Street Improvements	\$ 918,000.00	2500	250	Working Days	Miguel	John W	Gio	0.0%	2/3/2021	2/3/2021		DocuSign				
Pardee Homes	Newport Ave - Coronado Ave.	\$ 483,056.55	683	100	Working Days	Jerry	Jorge	Deonne	0.0%	3/8/2021			FedEx				
City of Long Beach	Newport Ave - Coronado Ave.	\$ 605,458.67	4500	100	Working Days	Augustine	Rick	Gio	0.0%				FedEx				
City of Fullerton	Orangehope Avenue Street Improvements Project	\$ 605,236.00	7190	520	Working Days	Gordon	Jorge	Deonne	0.0%	12/11/2020	11/25/2020		FedEx				
City of Fullerton	07-332804 Route 10	\$ 763,753.80	3800	40	Working Days	Jim	Art	Deonne	0.0%	3/1/2021			FedEx				
Crossworn Electrical Data, Inc.	223rd Street Improvement	\$ 1,571,391.68	7317	0	Working Days	Gordon	Jorge	Deonne	0.0%	12/11/2020	11/25/2020		FedEx				
City of Carson	Inglewood - T/S Gap Closure Project	\$ 1,782,000.00	40	520	Working Days	Gordon	John M	Deonne	0.0%	8/18/2020			FedEx				
City of Carson	Annual Overlay Program & Annual Concrete Replacement	\$ 1,440,375.00	4556	746	Working Days	Maurice	John W	Gio	0.0%	12/11/2020	12/21/2020		FedEx				
City of Jurupa Valley	Bain Street Pavement Rehabilitation	\$ 1,148,333.00	6500	545	Working Days	Gordon	Jorge	Gio	0.0%	3/15/2021			FedEx				
City of Long Beach	Chastnut Ave. Ocean to Broadway R-7153	\$ 122,532.00	13	0	Working Days	Maurice	John W	Gio	0.0%	3/15/2021			FedEx				
City of Long Beach	Conant St. Canby St & Steamline Ave R-7153	\$ 690,696.00	1690	0	Working Days	Jerry	Jorge	Gio	0.0%	3/15/2021			FedEx				
Santa Ana Valley Water Agency	Regent Route Road Pavement Repair Phase 2	\$ 75,000.00	120	0	Working Days	Augustine	Jorge	Gio	0.0%	3/5/2021			FedEx				
City of Santa Ana	Duke Rider	\$ 187,920.00	20	0	Working Days	Maurice	Art	Deonne	0.0%	3/8/2021			FedEx				
City of Santa Ana	South Main Street Corridor	\$ 11,475.00	0	0	Working Days	Jim	Darren	Deonne	0.0%				FedEx				
Ontario International Airport Authority	Norfolk Repairs at Legacy Buildings	\$ 1,986,488.24	9355	387	60 Working Days	Gordon	Art	Gio	0.0%	3/11/2021	3/11/2021		DocuSign				
County of Riverside Transportation	Tract 32102-1 and 32102-F Street Improvements	\$ 2,795,796.00	16000	3000	120 Working Days	Edward	John W	Gio	0.0%	3/23/2022	3/23/2021		DocuSign				
City of Santa Ana	Flower St. Rehabilitation from McFarland Avenue to 15	\$ 305,596.00	2500	13	Working Days	Miguel	John W	Gio	0.0%	3/2/2021	3/2/2021		DocuSign				
City of Long Beach	Conant St. Canby St & Steamline Ave R-7153	\$ 690,696.00	1690	0	Working Days	Jerry	Jorge	Gio	0.0%	3/15/2021			FedEx				
City of Long Beach	Conant St. Canby St & Steamline Ave R-7153	\$ 690,696.00	1690	0	Working Days	Jerry	Jorge	Gio	0.0%	3/15/2021			FedEx				
City of Huntington Beach	Duke Rider	\$ 2,377,225.00	3000	2900	15 Working Days	Miguel	John W	Gio	0.0%	3							

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Chumo Construction	12/2/2020	07-288304 RTE#260 T64210	\$ 83,900.85	364	0	170 Working Days	Edward	Doug	Deonne	0.0%	4/9/2021	4/9/2021						
City of El Monte	2/4/2021	Ramona Blvd Street Resurfacing Project	\$ 2,949,717.80	11860	900	120 Working Days	Gordon	Jim H.	Gio	0.0%								
City of Long Beach	4/16/2021	Dist. 8 44th Street, 44th Ave & 44th Way R-7153	\$ 760,722.07	1062	0	60 Working Days	Jerry	Jorge	Gio	0.0%								
J & M Concrete Contractors	4/13/2021	LAWA ITW - Los Angeles Airport	\$ 70,862.65	0	0	0	Gordon	Todd		0.0%	4/19/2021							
City of Long Beach	4/16/2021	Dist. 3 Channel Dr. (PCH to 7th St.) R-7153	\$ 159,348.00	958	0	30 Working Days	Jerry	Jorge	Gio	0.0%								
City of Long Beach	4/19/2021	Dist. 4 St. Louis Ave. Dawson Ave. Spaulding St.	\$ 137,314.03	359	0	30 Working Days	Jerry	Jorge	Gio	0.0%								
County of Orange	5/5/2020	Rossmore Collectors Grnd & Overlay	\$ 2,148,320.90	12021	0	22.5 Working Days	Gordon	Rick S.	Gio	0.0%								
County of Orange	5/5/2020	Rossmore Local's Grnd & Overlay	\$ 1,933,562.72	12468	0	100 Working Days	Gordon	Rick S.	Gio	0.0%								
City of Garden Grove	4/14/2021	Armenial Street Rehabilitation	\$ 3,185,281.00	9000	700	100 Working Days	Miguel	Jim H.	Gio	0.0%	5/20/2021	5/20/2021	5/20/2021	docsign				
Lemar Homes	4/28/2021	Rancho Diamond Tr. 36393-1 - Hemet	\$ 608,608.00	4000	2000	80 Working Days	Miguel	John W.	Gio	0.0%	5/24/2021	5/24/2021	5/28/2021	FedEx				
City of Juniper Valley	4/14/2021	Mission Boulevard Pavement Rehabilitation	\$ 1,488,488.00	12994	20	40 Working Days	Maurice	John W.	Gio	0.0%	6/16/2021	6/16/2021						
City of Moreno Valley	5/11/2021	Juan Bautista De Arza Multi-Use Trail - Phase 1	\$ 733,202.00	2020	1000	110 Working Days	Augustine	John W.	Gio	0.0%	6/16/2021	6/16/2021						
County of San Bernardino	1/26/2021	FY 20/21 Pavement Rehabilitation	\$ 838,000.00	4800	50	50 Working Days	Gordon	John M.	Deonne	0.0%	3/3/2021	3/3/2021						
County of San Bernardino	5/13/2021	Garnet Street and Other Roads	\$ 396,435.92	3265	0	20 Working Days	Edward	John W.	Gio	0.0%								
City of Buena Park	4/28/2021	Dodd's Avenue Pavement Rehabilitation	\$ 316,316.00	1160	100	40 Working Days	Maurice	Rick	Gio	0.0%	5/12/2021	5/12/2021	5/20/2021	FedEx				
Duke Realty	5/19/2021	Bucks & Santa Ana Street Improv. - Cotiana	\$ 401,734.50	1220	300	40 Working Days	Miguel	Jim H.	Gio	0.0%	5/11/2021	5/11/2021	5/20/2021	DUKE Connect				
Lemar Homes	3/11/2021	Edison Avenue Street Improvements	\$ 4,590,000.00	6000	800	110 Working Days	Miguel	Jerry E.	Gio	0.0%	5/11/2021	5/11/2021	5/20/2021	DUKE Connect				
Duke Realty	5/19/2021	Los Angeles St. & Rivergrade Rd - Inwindale	\$ 220,627.35	700	100	20 Working Days	Miguel	Jim H.	Gio	0.0%	5/11/2021	5/11/2021	5/20/2021	DUKE Connect				
Lewis Operating Corp.	5/19/2021	Parkside In-Track Streets	\$ 716,771.76	3500	700	60 Working Days	Miguel	Jim H.	Gio	0.0%								
Lemar Homes	4/2/2021	OH Site Street Improvements -Track Map 20092- EI Bar	\$ 1,756,756.00	6000	1200	110 Working Days	Miguel	Jim H.	Gio	0.0%								
City of Riverside	4/22/2021	Overland (Phase 1) Water Main Replacement Project	\$ 252,265.00	548	62	35 Working Days	Kim	Jerry	Gio	0.0%	5/19/2021	5/19/2021	5/20/2021					
City of Corona	5/4/2021	Street Pavement Maintenance & Rehabilitation	\$ 2,644,044.00	18000	183	60 Working Days	Kim	Jerry E.	Gio	0.0%	5/19/2021	5/19/2021	5/20/2021					
City of Long Beach	5/25/2021	Myrtle Ave. BT Market St. & South St. R-7153	\$ 113,785.75	712	0	10 Working Days	Augustine	Rick S.	Gio	0.0%	5/26/2021	5/26/2021						
City of Bell Gardens	5/11/2021	Venous Residential Street Improvements FY 20-21	\$ 451,000.00	1340	200	40 Working Days	Miguel	Rick S.	Gio	0.0%	5/26/2021	5/26/2021						
City of Banning	4/5/2021	Ramsey Street and Hathaway Street Improvements	\$ 3,697,562.50	4000	600	180 Working Days	Gordon	John W.	Gio	0.0%	5/27/2021	5/27/2021						
Century Communities	6/1/2021	Perris Blvd Street Improvement	\$ 387,715.17	1000	200	40 Working Days	Miguel	John W.	Gio	0.0%	5/26/2021	5/26/2021	6/9/2021	FedEx				
City of Lake Forest	5/20/2021	Glen Ranch Road Rehabilitation Project	\$ 1,422,422.00	11010	11010	60 Working Days	Maurice	Rick	Gio	0.0%	6/24/2021	6/24/2021	6/25/2021	FedEx				
City of El Monte	5/10/2021	Route Ave. Lower Azusa Road, City Limit Area	\$ 2,373,225.00	6890	645	200 Working Days	Gordon	John H.	Gio	0.0%	6/24/2021	6/24/2021						
Ortiz Enterprises Inc.	4/22/2021	Route 406 - 07-293964	\$ 1,010,256.00	8370	941	580 Working Days	Jim	Art	Gio	0.0%								
City of Riverside	3/1/2021	2019/2020 Arterial & Minor Phase I	\$ 4,531,263.50	16367	15367	140 Working Days	Jim	John W.	Gio	0.0%	7/6/2021	7/6/2021	7/6/2021					
AMES Construction	4/8/2021	08-0E304 House 60	\$ 2,166,367.60	21900	0	340 Working Days	Edward	Art	Gio	0.0%								
City of Paramount	6/1/2021	Neighborhood Street Improvements on Venous City St	\$ 1,348,352.60	5340	434	40 Working Days	Jim	Art	Gio	0.0%								
City of Inglewood	4/7/2021	Centinela Ave Medians & ADA Improvements	\$ 6,550,739.50	10670	1175	200 Working Days	Gordon	John M.	Deonne	0.0%	6/8/2021	6/8/2021	7/6/2021					
City of Azusa	5/20/2021	Residential Resurfacing Project 2021	\$ 897,324.50	800	500	30 Working Days	Brian A.	John W.	Gio	0.0%	6/22/2021	6/22/2021	7/2/2021	FedEx				
City of Lake Elsinore	4/21/2021	Collier Ave Pavement Rehab & Striping Project	\$ 1,192,114.05	13467	45	40 Working Days	Brian A.	John W.	Gio	0.0%	6/15/2021	6/15/2021	7/6/2021	Hand Del. E.V.				
City of Mission Viejo	5/28/2021	Asphalt Repairs & Asphalt Overlays of Various St	\$ 1,422,777.00	10700	0	45 Working Days	Maurice	Rick	Gio	0.0%	6/22/2021	6/22/2021						
City of West Covina	5/20/2021	Fire Station No. 4 Parking Lot Improvements	\$ 208,194.00	450	209	30 Working Days	Kim	Jim H.	Gio	0.0%	5/27/2021	5/27/2021	6/24/2021	FedEx				
City of El Monte	5/20/2021	El Monte Bike Blvd. and Pavement Rehabilitation	\$ 948,744.00	3530	135	40 Working Days	Gordon	Jim H.	Gio	0.0%	5/27/2021	5/27/2021	6/24/2021	FedEx				
City of Norwalk	2/23/2021	Local Streets Rehabilitation - Zone 27 East of Gard	\$ 1,051,330.00	10700	0	30 Working Days	Gordon	Rick	Gio	0.0%	6/24/2021	6/24/2021						
City of Aliso Viejo	5/25/2021	FY 21-22 Storm Seal & Rehabilitation	\$ 511,563.00	225	0	30 Working Days	Brian A.	Darren	Gio	0.0%	6/30/2021	6/30/2021						
City of Cerritos	6/1/2021	Asphalt Improvements in Residential Streets Project #1	\$ 143,341.00	225	0	30 Calendar Days	Kim	Rick	Gio	0.0%	6/30/2021	6/30/2021						
City of Mission Viejo	6/28/2021	Los Alisos Boulevard, Margaret Parkway and Sam Margaret	\$ 2,689,689.00	16400	510	45 Working Days	Maurice	Rick S.	Gio	0.0%								
City of Anaheim	4/8/2021	Anaheim Island Phase 2 Rehabilitation Project RCP202	\$ 128,128.00	543	10	22 Working Days	Kim	Rick	Gio	0.0%	6/2/2021	6/2/2021	6/4/2021	Email/FedEx				
City of Palms Verde Estates	4/22/2021	Via Campegna Street Improvements #PW 481-20	\$ 248,888.00	3650	10	30 Working Days	Maurice	John M.	Gio	0.0%	6/2/2021	6/2/2021	6/4/2021					
Flatorn	3/25/2016	Disneyway - Anaheim	\$ 304,227.00	1,000	280	2 years	Brent	Rick	Gio	0.0%	7/11/2019	6/17/2019	7/16/2019	FedEx				
County of Los Angeles	6/4/2019	South Los Angeles County	\$ 4,700,000.00	1,000	0	365 Calendar Days	Jerry	John M.	Ted	0.0%								
ARB	6/13/2019	Route 57	\$ 113,842.50	160	0	440 Working Days	Gordon	Art	Gio	0.0%								
Chumo Construction	8/21/2019	Spectrum Terrace Phase 2	\$ 63,245.00	198	0	30 Working Days	Greg	Rick	Mandle	0.0%								
Hathaway Dinwiddie	11/12/2019	Services	\$ 799,827.00	7330	0	0	Brian A.	Rick	Gio	0.0%	3/18/2020	3/17/2020	3/25/2020	FedEx				
County of Los Angeles	4/14/2020	South Los Angeles County	\$ 4,800,000.00	0	0	0	Brian A.	Darren	Gio	0.0%	6/3/2020	4/22/2020	6/5/2020	FedEx				
County of Los Angeles	4/14/2020	(Sustainable) South Los Angeles County	\$ 1,932,498.50	0	0	0	Brian A.	Darren	Gio	0.0%	6/3/2020	4/22/2020	6/5/2020	FedEx				
County of Los Angeles	6/2/2020	(Sustainable) South Los Angeles County	\$ 5,100,000.00	0	0	0	Kim	Doug	Deonne	0.0%	7/14/2020	6/15/2020	7/22/2020	FedEx				
Tenaja Comm Services District	7/29/2020	Overlay and Repair to Calle Pino	\$ 92,600.00	412	0	15 Working Days	Augustine	Jerry	Gio	0.0%	9/29/2020	9/29/2020						
City of Downey	9/3/2020	School Road Pavement Rehabilitation Project (Utility	\$ 75,414.32	0	0	0	Brian A.	John M.	Deonne	0.0%	1/13/2021		1/19/2021	FedEx				
Los Angeles Depart Of Power And	9/10/2020	Repair & Improvement	\$ 810,400.00	31	0	Annual	Brian A.	Darren	Deonne	0.0%	10/15/2020	10/15/2020						
Los Angeles County Department of	10/13/2020	(Sustainable) S. Los Angeles County	\$ 5,100,000.00	0	0	25 Working Days	Kim	John M.	Deonne	0.0%	10/15/2020	10/15/2020						
City of Seal Beach	10/14/2020	ST12101	\$ 205,670.45	19690	0	120 Working Days	Brian A.	Doug	Deonne	0.0%	12/9/2020	12/9/2020						
City of Carlsbad	10/20/2020	2020-21 Pavement Overlay	\$ 4,636,132.00	0	0	30 Working Days	Brian A.	John W.	Gio	0.0%								
City of Temecula	11/19/2020	Business Park Area	\$ 1,711,230.62	6500	0	540 Calendar Days	Brian A.	Darren	Gio	0.0%	3/1/2021	3/1/2021	3/5/2021	FedEx				
City of Yorba Linda	1/28/2020	FY21-22 Manhole and Valve Box Adjustment	\$ 63,524.78	20	0	30 Working Days	Brian A.	Darren	Gio	0.0%	1/25/2021		1/26/2021	DocuSign				
City of Cypress	1/14/2021	Residential Street Resurfacing Improvements CDBG P	\$ 138,4172.00	90	0	365 Calendar Days	Gordon	Rick	Gio	0.0%								
County of Orange	1/19/2021	21011081	\$ 1,500,000.00	0	0	274 Working Days	Gordon	Art	Gio	0.0%								
JED Construction/City of LA	2/16/2021	Samborn Avenue Reconstruction	\$ 46,407.00	322	0	30 Working Days	Brian A.	Darren	Gio	0.0%	4/9/2021		5/19/2021					
City of Villa Park	2/17/2021	FY 2020-2021 Storm Sewer Project	\$ 84,350.00	24	0	120 Working Days	Gordon	Art	Deonne	0.0%								
Leonida Builders, Inc.	2/18/2021	Santa Gertrudis Ped & Bike Trail - Temecula	\$ 105,915.00	1035	0	30 Working Days	Gordon	Art	Deonne	0.0%								
Crosslink Electrical Data, Inc.	2/25/2021	Callans - 07-4V1404 Route 213 Bid	\$ 211,510.00	20	45	365 Calendar Days	Maurice	John M.	Deonne	0.0%								
Belco Electric Group	3/2/2021	HSP- Cycle 6 Olympic Blvd City of Los Angeles	\$ 317,516.45	100	139	30 Working Days	Gordon	John M.	Deonne	0.0								

2020

PAST WORK REFERENCES

City of Victorville
 14343 Civic Drive
 Victorville CA. 92393
 Contact: Bruce Miller 760-955-5085
bmiller@victorvilleca.gov

Third Avenue Road Improvements
 Contract Amount: \$1,790,000.00
 Start Date: 5/2020
 End Date: 10/2020

Orange County Cemetery District
 25751 Trabuco Rd.
 Lake Forest CA. 92630
 Contact: Jim Mickartz 949-450-1088
mickartzarch@gmail.com

El Toro Memorial Park Curb & Dr. Project
 Contract Amount: \$416,999.99
 Start Date: 08/2020
 End Date: 11/2020

City of Alhambra
 111 S. 1st Street
 Alhambra, CA. 91801
 Contact: Robert Bias 626-580-5000
rbias@cityofalhambra.org

2020 HUD Street Improvements Project
 Contract Amount: \$300,433.00
 Start Date: 06/2020
 End Date: 10/2020

City of Ontario
 303 E. B Street
 Ontario, CA. 91764
 Contact: Ariana Kern 909-395-2129
akern@ontarioca.gov

2020 Fall Pavement Rehabilitation Project
 Contract Amount: \$2,499,333.00
 Start Date: 07/2020
 End Date: 12/2020

City of Loma Linda
 25541 Barton Road
 Loma Linda, CA. 92354
 Contact: T. Jarb Thaipejr 909-799-4400
jthaipejar@lomalinda-ca.gov

Pavement Rehabilitation –Barton Road
 Contract Amount: \$768,677.00
 Start Date: 04/2020
 End Date: 12/2020

City of Jurupa Valley
 8920 Limonite Avenue
 Jurupa Valley, CA. 92509
 Contact: Chase Keys 951-332-6464
ckkeys@jurupavalley.org

Granite Hill Drive Pavement Rehabilitation
 Contract Amount: \$999,777.00
 Start Date: 04/2020
 End Date: 10/2020

2020

PAST WORK REFERENCES

City of Camarillo
601 Carmen Drive
Camarillo, CA 93010
Contact: Thang Tran (805) 388-5345
ttran@cityofcamarillo.org

Earl Joseph Drive Paving
Contract Amount: \$681,901.50
Start Date: 06/2020
End Date: 07/2020

County of Ventura
800 S. Victoria Avenue, #1600
Ventura, CA 93009
Contact: Matt Maechler (805) 477-1911
matthew.maechler@ventura.org

Yerba Buena Rd. (South) Pavement
Resurfacing
Contract Amount: \$2,298,467.40
Start Date: 03/2020
End Date: 06/2020

City of Westminster
8200 Westminster Boulevard
Westminster, CA 92683
Contact: Theresa Tran (714) 548-3460
ttran@westminster.ca.gov

Citywide Overlay Street Improvements
Contract Amount: \$1,131,621
Start Date: 02/2020
End Date: 06/2020

City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660
Contact: Patricia Kharazmi (949) 644-3344
pkharazmi@newportbeachca.gov

Cameo Highlands Street Reconstruction
Contract Amount: \$2,425,694.00
Start Date: 07/2020
End Time: 11/2020

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Contact: Joe Fuentes (714) 536-5259
jfuentes@surfcity-hb.org

Arterial Rehabilitation of Graham St, Slater
Ave, Newland St and Atlanta Ave
Contract Amount: \$5,181,955.00
Start Date: 05/2020
End Date: 11/2020

County of Orange
601 N. Ross Street, 4th Floor
Santa Ana, CA 92701
Contact: Albert Rodriguez
albert.rodriguez@ocpw.ocgov.com

JOC Pavement Maintenance
Contract Amount: \$2,584,747.69
Start Date: 07/2020
End Date: 08/2020

2020

PAST WORK REFERENCES

City of Orange
300 E. Chapman Avenue
Orange, CA 92886
Contact: Martin Varona (714) 744-5563
mvarona@cityoforange.org

Annual Slurry Seal FY 19-20
Contract Amount: \$377,737.78
Start Date: 06/2020
End Date: 12/2020

City of Norco
2870 Clark Avenue Norco, CA 92860
Contact: Sam Nelson (951) 270-5607
snelson@ci.norco.ca.us

FY 2019-2020 Slurry Seal Project
Contract Amount: \$147,708.97
Start Date: 06/2020
End Date: 12/2020

City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220
Contact: Brittany Duhn (Z & K Consultants)
bduhn@zandkconsultants.com

Annual Residential Street Rehab – Phase 1
Contract Amount: \$5,295,068.00
Start Date: 05/2020
End Date: 11/2020

2019

PAST WORK REFERENCES

City of Simi Valley
 2929 Tapo Canyon Rd.
 Simi Valley, CA 93063
 Contact: Sarah Sheshebor (805)583-6792
sshesheb@simivalley.org

Simi Valley Minor Street Rehabilitation
 Contract Amount: \$510,124.25
 Start Date: 07/2019
 End Date: 08/2019

County of Ventura
 501 Poli Street
 Ventura, CA 93001
 Contact: Christopher Solis (805) 654-2054
chris.solis@ventura.org

Yerba Buena Area Resurfacing Project
 Contract Amount: \$3,919,808.95
 Start Date: 06/2019
 End Date: 12/2019

City of Stanton
 7800 Katella Avenue
 Stanton, CA. 90680
 Contact: Guillermo Perez (714) 890-4204
gperez@ci.stanton.ca.us

2019 Citywide Street Resurfacing
 Contract Amount: \$1,206,869.00
 Start Date: 10/2019
 End Date: 12/2019

City of Compton
 205 S. Willowbrook Avenue
 Compton, CA. 90220
 Contact: John Strickland (310) 605-5505
jstrickland@comptoncity.org

Road Repair Service (Pothole Repair)
 Contract Amount: \$1,019,100.00
 Start Date: 08/2019
 End Date: 11/2019

City of San Clemente
 910 Calle Negocio
 San Clemente, CA. 92673
 Contact: Darra Koger (949) 361-3138
kogerD@san-clemente.org

Street Rehabilitation for S. Avenue LA
 Esperanza
 Contract Amount: \$384,055.00
 Start Date: 09/2019
 End Date: 10/2019

City of South Gate
 8650 California Avenue
 South Gate, CA. 90280
 Contact: John Rico (323) 563-9594
jrico@sogate.org

Circle Park Driveway Project
 Contract Amount: \$268,576.00
 Start Date: 06/2019
 End Date: 09/2019

2019

PAST WORK REFERENCES

Pardee Homes
 1250 Corona Pointe Court, Ste. 600
 Corona, CA. 92879
 Contact: Nick Lasher (951) 428-4442
nick.lasher@pardeehomes.com

Railroad Canyon Widening
 Contract Amount: \$5,062,746.00
 Start Date: 11/2018
 End Time: 08/2019

City of Fontana
 8353 Sierra Avenue
 Fontana, CA. 92335
 Contact: Kimberly Young (909) 350-7632
kyoung@fontana.org

Citrus Avenue Improvements
 Contract Amount: \$502,730.00
 Start Date: 08/2018
 End Date: 10/2019

DR Horton
 2280 Wardlow Circle Ste. 100
 Corona, CA. 92880
 Contact: Keith Alex (951) 830-5872
kalex@drhorton.com

Singlton Road
 Contract Amount: \$1,684,000.00
 Start Date: 07/2018
 End Date: 12/2019

City of Ontario
 2201 Dupont Dr. #300
 Irvine, CA. 92612
 Contact: Kavous Emami (909) 628-6234

Eucalyptus Street Improvements
 Contract Amount: \$1,580,580.00
 Start Date: 3/2018
 End Date: 10/2019

Irvine Community Development Company
 550 Newport Center Dr. Ste. 550 B2
 Newport Beach, CA. 92660
 Contact: Mike Morse (949) 720-2560

Portola Springs PA-6 Enclave 5B Phase1, 2
 Contract Amount: \$2,055,055.00
 Start Date: 09/2018
 End Date: 12/2019

City of Downey
 11111 Brookshire Avenue
 Downey, CA. 90241
 Contact: Desi Gutierrez, (562) 904-7110
dgutierr@downeyca.org

FY 18/19 Slurry Seal Project
 Contract Amount: \$313,425.87
 Start Date: 06/2019
 End Date: 12/2019

2019

PAST WORK REFERENCES

City of Chino
 PO Box 667
 Chino, CA. 91708
 Contact: Dustin Postovoit (909) 334-3415
apostovoit@cityofchino.org

Slurry Seal Maintenance Work
 Contract Amount: \$372,805.00
 Start Date: 1/2019
 End Date: 12/2019

City of Lancaster
 44933 Fern Avenue
 Lancaster, CA. 93534
 Contact: Greg Wilson (661) 570-8003
gwilson@cityoflancasterca.org

2018 Pavement Management Program
 Contract Amount: \$2,720,103.65
 Start Date: 3/2019
 End Date: 12/2019

City of Colton
 650 N. La Cadena Dr.
 Colton, CA. 92324
 Contact: Victor Ortiz (909) 370-5099
vortiz@coltonca.gov

FY 18-19 Asphalt Paving Project
 Contract Amount: \$1,377,700.00
 Start Date: 3/2019
 End Date: 11/2019

City of Cathedral City
 68700 Ave Lalo Guerrero
 Cathedral City, CA. 92234
 Contact: John A. Corella (760) 770-0349
jcorella@cathedralcity.gov

Ortega Road Widening
 Contract Amount: \$459,998.00
 Start Date: 2/2019
 End Date: 12/2019

City of San Clemente
 910 Calle Negocio
 San Clemente, CA. 92673
 Contact: Gary Voborsky (949) 361-6132
voborskyg@san-clemente.org

Arterial Street Pavement Maintenance
 Contract Amount: \$1,187,187.00
 Start Date: 3/2019
 End Date: 7/2019

PAST WORK REFERENCES

2018

City of Moreno Valley
14177 Frederick St.
P.O. Box 88005
Moreno Valley, CA 92552
Contact: Henry Ngo, P.E., (951) 413-3106
henryn@moval.org

Allessandro Blvd. Street Improvements at
Chogall Court and Graham Street
Contract Amount: \$445,821.50
Start: 05/2018
Complete: 11/2018

City of Aliso Viejo
12 Journey Street Ste #100
Aliso Viejo, CA 92656
Contact: Mari Shakir, (949) 425-2556
Mshakir@cityofalisoviejo.com

Aliso Creek and Road Rehab
Contract Amount: \$657,770.00
Start: 05/2018
Complete: 10/2018

City of Laguna Niguel
30111 Crown Valley Parkway
Laguna Niguel, CA 92677
Contact: Frank Borges, (949) 632-4300
FBorges@cityoflagunaniguel.org

FY 17-18 Alicia Parkway Arterial Pavement
Rehab
Contract Amount: \$2,211,700.00
Start: 08/2018
Complete: 11/2018

City of Jurupa Valley
8304 Limonite Avenue Suite M
Jurupa Valley, CA 92509
Contact: Chase Keys, (951) 332-6464
ckkeys@jurupavalley.org

Van Buren Blvd. Pavement Rehab PH2
Contract Amount: \$781,845.00
Start: 08/2018
Complete: 09/2018

City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706
Contact: Richard Corpis, (626) 430-2200
rcorpis@irwindaleCA.gov

Irwindale 2017-2018 Resurfacing Project
Contract Amount: \$285,503.10
Start: 07/2018
Complete: 08/2018

County of Los Angeles
P.O. Box 7508
Alhambra, CA 91802
Contact: Hoda Hassan, (626) 458-3144
HHASSAN@dpw.lacounty.gov

Pine Canyon Road
Contract Amount: \$3,288,999.00
Start: 06/2018
Complete: 11/2018

PAST WORK REFERENCES

2018

City of Rolling Hills Estates
4045 Palos Verdes Drive
Rolling Hills Estates, CA 90274
Contact: Scott Gibson (909) 210-0548
sgibson@hrgreen.com

2017-18 Street Resurfacing Project
Contract Amount: \$1,203,292.50
Start: 03/2018
Finish: 09/2018

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
Contact: Jim Escutia (714) 536-5525
jescutia@surfcity-hb.org

Heil and Main Street
Contract Amount: \$2,285,562.00
Start: 11/2017
Finish: 06/2018

City of Fontana
8353 Sierra Avenue
Fontana, CA 92335
Contact: Jazmine Pena (909) 350-6648
jpena@fontana.org

Valley Blvd. Median Improvement Project
Contract Amount: \$164,715.00
Start: 03/2018
Finish: 05/2018

City of Lake Forest
25550 Commercentre Drive
Lake Forest, CA 92630
Contact: Taylor Abernathy, (949) 461-3490
tabernathy@lakeforestca.gov

Bake Parkway at Trabuco Road
Contract Amount: \$121,621.00
Start: 02/2018
Finish: 06/2018

City of La Quinta
74-495 Calle Tampico
La Quinta, CA 92253
uayon@la-quinta.org

Contact: Ubaldo Ayon Jr., (760)777-7051
FY 16-17 Phase 2 Desert Club
Contract amount: \$697,474.76
Start date: 06/2017
Finish date 12/2017

City of Canyon Lake
31516 Railroad Canyon Road
Canyon Lake, CA 92587
Contact: Kenneth Bailey, (951) 244-2955
kennethbailey@caaprofessionals.com

Slurry Seal FY 2017-2018 Railroad Canyon/
Canyon Lake Drive
Contract amount: \$263,241.63
Start date: 03/2018
Finish date: 12/2018

PAST WORK REFERENCES

2018

City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660
Contact: Alfred Castanon, (949) 644-3314
ACastanon@newportbeachca.gov

Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley, CA 92307
Contact: Rich Berger, (760) 240-7000 ext 7530
rberger@applevalley.org

City of Indian Wells
44-950 Eldorado Drive
Indian Wells, CA 92210
Contact: Ken A. Seumalo, P.E., (760) 346-2489
kseumalo@IndianWells.com

West Coast Highway Landscape Improvements,
Phase 1, Contract No. 7189-1
Contract amount: \$604,284.50
Start date: 06/2018
Finish date: 11/2018

Navajo Road Rehabilitation
Contract amount: \$849,182.00
Start date: 07/2017
Finish date: 12/2017

Cook Street Rubberized Pavement Overlay
Contract amount: \$599,599.59
Start date: 05/2018
Finish date: 12/2018

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

- 1. List each person's job title, name and percent of time to be allocated to this project:

JERRY BRICKSON - CONSTRUCTION MGR 10%
JIM HARNETIAUX - SUPERINTENDENT 50%
ART RAMIREZ - PAVING FOREMAN 100%

- 2. Summarize each person's specialized education:

AGTEC POINTMAN TRAINING
ASPHALT TECHNOLOGY

- 3. List each person's years of construction experience relevant to the project:

30 YEARS
37 YEARS
35 YEARS

- 4. Summarize such experience:

CONSTRUCTION BACKGROUND IN
VARIOUS PUBLIC & PRIVATE WORKS PROJ

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

P.O. Box 2229, Corona, CA 92878-2229

Jerry Erickson

Work History

2013-Current All American Asphalt Corona, CA
Project Superintendent
 ● Responsible for organizing personnel, equipment and materials for ongoing projects
 ● Works with outside agencies to complete projects safely and successfully
 ● Handled customer inquiries and complaints.

2009-2013 Cal-State Steel Corporation Compton, CA
Vice President of Operations
 ● Established new clients through existing industry contacts
 ● Handled Daily Operations for New and On-going Projects

2005-2009 MAC Construction and Development Monroe, WA
Vice President and General Manager
 ● Built the business from the ground up
 ● Managing Business Development
 ● Handling Client Relations

1991-2005 ARB, INC. Lake Forest, CA
Vice President and Division Manager
 ● Establish Relationships With Clients both domestic and internationally
 ● Corporate Officer
 ● Developed new Structural Steel Erection Division

Education

1981-1985 Missoula Sentinel High School Missoula, MT
 ● High School Diploma

Additional Information

- Attended various educational classes relating to the construction industry
- Works closely with all employees to ensure the most productive and safe work environment possible

James Harnetiaux

Work History

2005-Present **All American Asphalt** **Corona, CA**
Area Superintendent

- Responsible for all aspects of Construction activity (grading, concrete and paving) in area of Southern CA assigned. This includes:
 - Scheduling of all Construction Activity
 - Responsible for achieving production goals
 - Product Quality
 - Ordering of manpower, equipment and materials
 - Safety of company personnel
 - Communication with customers and agencies

1993-2005 **All American Asphalt** **Corona, CA**
Concrete Superintendent

- Responsible for all aspects of concrete construction for the company. This included:
 - Scheduling of concrete crews throughout Southern California
 - Implementation of new areas of work such as Rapid Set concrete construction on numerous Caltrans projects in Southern California
 - Quality control of the concrete work for the company
 - Crew Safety
 - Responsible for achieving production goals for the Concrete Division

1984-1993 **All American Asphalt** **Corona, CA**
Concrete Foreman

- Responsible for the production of a 14-man concrete crew. This included:
 - Reading of plans and specs for correct and accurate placement of the product
 - Scheduling of material and manpower for the operation of curb machine and hand placement of product
 - Quality
 - Safety

Education

1971-1975 Mater Dei High School, Santa Ana, CA
● High School Diploma

P.O. Box 2229, Corona, CA 92878-2229

Art Ramirez

Work History

1988–Present All American Asphalt Corona, CA

Paving Superintendent

- Managed daily operations for paving.
- Responsible for proper placement of asphalt materials.

1980–1988

Operating Engineer

- Responsible for daily maintenance and operation of various heavy machinery, including paving machines.

1978–1980 Guy F. Atkinson California

Operating Engineer

- Responsible for daily maintenance and operation of various heavy machinery, including paving machines.

1976–1978 R.J. Noble Orange, CA

Operating Engineer

- Responsible for daily maintenance and operation of various heavy machinery, including paving machines.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

N/A

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder All American Asphalt

Signature 

Name Edward J. Carlson

Title Vice President

Dated 8-2-2021

NON-COLLUSION AFFIDAVIT

I, Edward J. Carlson, being first duly sworn, deposes and says that he is Vice President of All American Asphalt the party making the attached 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.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder All American Asphalt

Signature 

Name Edward J. Carlson

Title Vice President

Dated 8-2-2021

2 CALIFORNIA JURAT

GOV CODE § 8202

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

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 2nd day of August, 2021,
Date Month

By (1) Edward J. Carlson,
Name of Signer

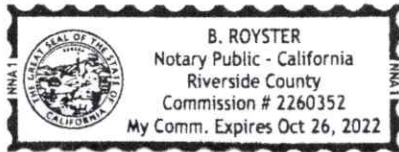
Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (,)

(and

(2) _____,
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)

Signature *B. Royster*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Further Description of Any Attached Document

Title or Type of Document Non-Collusion Affidavit

Document Date: 8-2-2021 Number of Pages: 1

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

BID BOND

The makers of this bond are, All American Asphalt, as Principal, and Fidelity and Deposit Company of Maryland, 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 August 6, 2021, for **ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT 20/21 (CIP R-03, R-04, & R-06)**.

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 20th day of July, 2021, the name and corporate seal of each corporation.

(Corporate Seal)

All American Asphalt
Principal

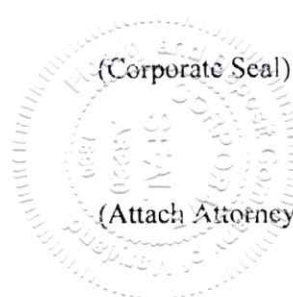
By [Signature]
Title EDWARD J. CARLSON, V.P.
Fidelity and Deposit Company of Maryland

Surety
By [Signature]
Attorney-in-Fact

Title Rebecca Haas-Bates, Attorney-in-Fact

(Corporate Seal)

(Attach Attorney-in-Fact Certificate)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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

State of California

County of Riverside

On August 2, 2021 before me, B. Royster, Notary Public
Date Here Insert name and Title of the Officer

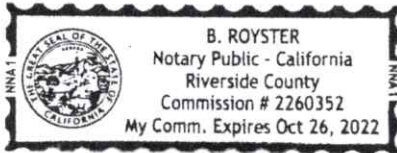
personally appeared Edward J. Carlson
Name of Signer(s)

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

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

WITNESS my hand and official seal.

Signature B. Royster
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Bid Bond – City of Beaumont

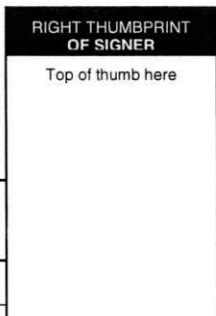
Document Date: July 20, 2021 Number of Pages: 4

Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer – Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

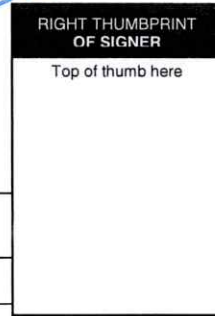


Signer is Representing:

All American Asphalt

Signer's Name: _____

- Individual
- Corporate Officer – Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing:

STATE OF CALIFORNIA)
)
CITY OF _____)

****Please See Attached****

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On 07/20/2021 before me, Liliana Gomez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Liliana Gomez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 07/20/2021
Number of Pages: Two (2) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

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

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

Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer Is Representing: _____

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA and Richard ADAIR, all of Irvine, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of June, A.D. 2019.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 11th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

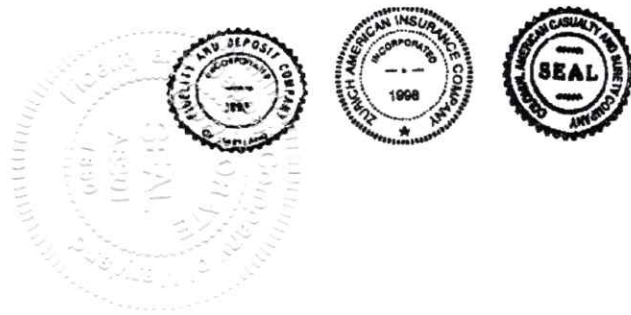
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of July, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

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

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

ADDED #3

Notifications Report

Agency
Bid Number
Bid Title

Vendor Name	Invitation	Date	Email
AGC Plan Room	Self Invited	2021-07-26 17:29:00	planroom@agcsd.org
AGC Plan Room	Self Invited	2021-07-28 10:08:00	planroom@agcsd.org
All American Asphalt	Self Invited	2021-07-26 17:29:00	publicworks@allamericanasphe
All American Asphalt	Self Invited	2021-07-28 10:08:00	publicworks@allamericanasphe
American Asphalt South, Inc.	Self Invited	2021-07-26 17:29:00	lyles@americanasphaltsouth.cc
American Asphalt South, Inc.	Self Invited	2021-07-28 10:08:00	lyles@americanasphaltsouth.cc
Bright's D&S Towing	Self Invited	2021-07-26 17:29:00	weonlywantyourtows@aol.com
Bright's D&S Towing	Self Invited	2021-07-28 10:08:00	weonlywantyourtows@aol.com
Cal Stripe Inc.	Self Invited	2021-07-26 17:29:00	alippa@calstripe.com
Cal Stripe Inc.	Self Invited	2021-07-28 10:08:00	alippa@calstripe.com
Calmex Engineering, Inc.	Self Invited	2021-07-12 10:22:49	msavino@calmex.us
Calmex Engineering, Inc.	Self Invited	2021-07-12 10:28:04	msavino@calmex.us
Calmex Engineering, Inc.	Self Invited	2021-07-26 17:29:00	msavino@calmex.us
Calmex Engineering, Inc.	Self Invited	2021-07-28 10:08:00	msavino@calmex.us
Carter Enterprise Group, Inc.	Self Invited	2021-07-26 17:29:00	tylerk@paverehabco.com
Carter Enterprise Group, Inc.	Self Invited	2021-07-28 10:08:00	tylerk@paverehabco.com
Construction Bid Source	Self Invited	2021-07-26 17:29:00	pearl@constructionbidsource.ci
Construction Bid Source	Self Invited	2021-07-28 10:08:00	pearl@constructionbidsource.ci
Dodge Data & Analytics	Self Invited	2021-07-26 17:29:00	dodge.bidding@construction.cc
Dodge Data & Analytics	Self Invited	2021-07-28 10:08:00	dodge.bidding@construction.cc
Dodge Data & Analytics	Self Invited	2021-07-26 17:29:00	dodge.docs@construction.com
Dodge Data & Analytics	Self Invited	2021-07-28 10:08:00	dodge.docs@construction.com
Elecnor Belco Electric, Inc.	Self Invited	2021-07-26 17:29:00	jwong@elecnor.com
Elecnor Belco Electric, Inc.	Self Invited	2021-07-28 10:08:00	jwong@elecnor.com
Hanson Aggregates Pacific Sol	Self Invited	2021-07-26 17:29:00	barbara.jacob@lehighhanson.c
Hanson Aggregates Pacific Sol	Self Invited	2021-07-28 10:08:00	barbara.jacob@lehighhanson.c
Hardy and Harper, Inc	Self Invited	2021-07-26 17:29:00	ablanchard@hardyandharper.c
Hardy and Harper, Inc	Self Invited	2021-07-28 10:08:00	ablanchard@hardyandharper.c
Intermountain Slurry Seal, Inc	Self Invited	2021-07-26 17:29:00	iss.bidinfo@gcinc.com
Intermountain Slurry Seal, Inc	Self Invited	2021-07-28 10:08:00	iss.bidinfo@gcinc.com
Intermountain Slurry Seal, Inc.	Self Invited	2021-07-26 17:29:00	Marc.Thoreson@gcinc.com

Intermountain Slurry Seal, Inc.	Self Invited	2021-07-28 10:08:00	Marc.Thoreson@gcinc.com
L&L Supplies	Self Invited	2021-07-26 17:29:00	swalker8585@gmail.com
L&L Supplies	Self Invited	2021-07-28 10:08:00	swalker8585@gmail.com
LC Paving & Sealing	Self Invited	2021-07-26 17:29:00	Shawn@lcpaving.com
LC Paving & Sealing	Self Invited	2021-07-28 10:08:00	Shawn@lcpaving.com
LNI Custom Manufacturing	Self Invited	2021-07-26 17:29:00	george@lnisigns.com
LNI Custom Manufacturing	Self Invited	2021-07-28 10:08:00	george@lnisigns.com
Manhole Adjusting Inc	Self Invited	2021-07-26 17:29:00	abel@ma-inc.com
Manhole Adjusting Inc	Self Invited	2021-07-28 10:08:00	abel@ma-inc.com
Matich Corporation	Self Invited	2021-07-26 17:29:00	sshubin@matchcorp.com
Matich Corporation	Self Invited	2021-07-28 10:08:00	sshubin@matchcorp.com
Montauk	Self Invited	2021-07-26 17:29:00	abdul@bidamerica.com
Montauk	Self Invited	2021-07-28 10:08:00	abdul@bidamerica.com
North America Procurement Cc	Self Invited	2021-07-26 17:29:00	sourcecemanagement@napc.me
North America Procurement Cc	Self Invited	2021-07-28 10:08:00	sourcecemanagement@napc.me
NPG, Inc.	Self Invited	2021-07-26 17:29:00	cstone@npgasphalt.com
NPG, Inc.	Self Invited	2021-07-28 10:08:00	cstone@npgasphalt.com
Onvia	Self Invited	2021-07-26 17:29:00	sourcecemanagement2@onvia.cc
Onvia	Self Invited	2021-07-28 10:08:00	sourcecemanagement2@onvia.cc
ONYX PAVING COMPANY INC	Self Invited	2021-07-26 17:29:00	bids@onyxpaving.net
ONYX PAVING COMPANY INC	Self Invited	2021-07-28 10:08:00	bids@onyxpaving.net
Pavement Recycling Systems	Self Invited	2021-07-26 17:29:00	estimating1@pavementrecyclin
Pavement Recycling Systems	Self Invited	2021-07-28 10:08:00	estimating1@pavementrecyclin
PWXPpress	Self Invited	2021-07-26 17:29:00	bids@pwxpress.com
PWXPpress	Self Invited	2021-07-28 10:08:00	bids@pwxpress.com
RFx Analyst	Self Invited	2021-07-26 17:29:00	rfp@rftxanalyst.com
RFx Analyst	Self Invited	2021-07-28 10:08:00	rfp@rftxanalyst.com
SmartProcure	Self Invited	2021-07-26 17:29:00	rbjornsson@smartprocure.us
SmartProcure	Self Invited	2021-07-28 10:08:00	rbjornsson@smartprocure.us
The Daily Reporter	Self Invited	2021-07-26 17:29:00	CandSpublishing@gmail.com
The Daily Reporter	Self Invited	2021-07-28 10:08:00	CandSpublishing@gmail.com
TKE Engineering, Inc.	Self Invited	2021-07-26 17:29:00	cvelasco@tkeengineering.com
TKE Engineering, Inc.	Self Invited	2021-07-28 10:08:00	cvelasco@tkeengineering.com
Vance Corporation	Self Invited	2021-07-26 17:29:00	bbarrie@vancecorp.net
Vance Corporation	Self Invited	2021-07-28 10:08:00	bbarrie@vancecorp.net
Webtech	Self Invited	2021-07-26 17:29:00	kirti.gohil3@gmail.com
Webtech	Self Invited	2021-07-28 10:08:00	kirti.gohil3@gmail.com

CITY OF BEAUMONT

ADDENDUM NO. 2

TO THE BIDDING DOCUMENTS & CONTRACT,

Street Maintenance & Rehabilitation Project

Bidders are advised that the bid documents for the above referenced contract are hereby amended in the following manner and the following manner only:

- a. The street list on sheet 2 of the plan set was cutoff. The Quantities on the bid schedule are correct as currently shown.

Refer to replacement sheet attached herewith.


Dated: 7/28/2021

By: 
 Robert L. Vestal, Assistant PW Director

By: ALL AMERICAN ASPHALT
 (Bidder's Company Name)

Date Received by Bidder:

7-28-2021


 (Bidder's Signature)
EDWARD J. CARLSON, V.P.
 (Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.

STREET LIST	From	To	Treatment Type	Perimeter (ft)	Area (sq ft)	Location
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center

STREET LIST	From	To	Treatment Type	Perimeter (ft)	Area (sq ft)	Location
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center
Ward Hwy (1/11)	From	To	Gravel	1,440	14,400	City Center

CURB RAMP LIST	Street	From	To	Count	Type	Material	Notes
1	Ward Hwy	From	To	4	Gravel	Gravel	
2	Ward Hwy	From	To	4	Gravel	Gravel	
3	Ward Hwy	From	To	4	Gravel	Gravel	
4	Ward Hwy	From	To	4	Gravel	Gravel	
5	Ward Hwy	From	To	4	Gravel	Gravel	
6	Ward Hwy	From	To	4	Gravel	Gravel	
7	Ward Hwy	From	To	4	Gravel	Gravel	
8	Ward Hwy	From	To	4	Gravel	Gravel	
9	Ward Hwy	From	To	4	Gravel	Gravel	
10	Ward Hwy	From	To	4	Gravel	Gravel	

CURB RAMP LIST	Street	From	To	Count	Type	Material	Notes
11	Ward Hwy	From	To	4	Gravel	Gravel	
12	Ward Hwy	From	To	4	Gravel	Gravel	
13	Ward Hwy	From	To	4	Gravel	Gravel	
14	Ward Hwy	From	To	4	Gravel	Gravel	
15	Ward Hwy	From	To	4	Gravel	Gravel	
16	Ward Hwy	From	To	4	Gravel	Gravel	
17	Ward Hwy	From	To	4	Gravel	Gravel	
18	Ward Hwy	From	To	4	Gravel	Gravel	
19	Ward Hwy	From	To	4	Gravel	Gravel	
20	Ward Hwy	From	To	4	Gravel	Gravel	



CITY OF BEAUMONT

20/21 Annual Street Projects

PUBLIC WORKS DEPARTMENT

Date Created: 6/17/21

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CITY OF BEAUMONT

ADDENDUM NO. 1

TO THE BIDDING DOCUMENTS & CONTRACT,

Street Maintenance & Rehabilitation Project

Bidders are advised that the bid opening for the above referenced contract are hereby amended in the following manner and the following manner only:

- a. The project has a ninety calendar day contract. The NIB was revised accordingly.
- b. The ARAM tech Specs, third paragraph was modified by adding the following sentence: **“The process method for heating specified above is subject to the provisions of United States Patent No. 7,033,104 B2”**

Refer to replacement sheets attached herewith.

Dated: 7/26/2021

By: _____
Robert L. Vestal, Assistant PW Director

By: ALL AMERICAN ASPHALT
(Bidder's Company Name)

Date Received by Bidder:

7-27-2021


(Bidder's Signature)

EDWARD J. CARLSON, V.P.
(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.

NOTICE INVITING BIDS

The City of Beaumont, Public Works Department (“City”) will receive email bids for the **ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT 20/21 (CIP R-03, R-04, & R-06)**

at rvestal@beaumontca.gov, no later than **11:00 A.M., Friday August 6, 2021**, at which time or thereafter said bids will be opened and read aloud via an online zoom meeting:

<https://us02web.zoom.us/j/83313177456?pwd=ck5ySVJlL0dFTXNZVUhnaitiMmhYQT09>

Bids received after this time will be discarded. Bids shall be valid for 60 calendar days after the bid opening date.

Bids must be submitted on the City’s Bid Forms. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted via email with the following subject: **“ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT 20/21 (CIP R-03, R-04, & R-06).**

THIS IS A NINETY (90) CALENDAR DAY CONTRACT

LOCATION OF WORK:

The work to be completed is located on various streets throughout the City and defined in Appendix A- Construction Plans.

DESCRIPTION OF WORK:

The intent of this project is to extend the life of pavement an additional seven years or longer and improve the ride quality of the selected streets. The methods will include slurry seal, ARAM, mill and overlay and full-depth replacement.

Copies of the Bid and Contract Documents are available for inspection at no cost to the bidder at **City Hall**. The documents can also be downloaded from the City’s Website (<https://www.beaumontca.gov>) and reviewed at no cost.

Bids must be accompanied by cash, a certified or cashier’s check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

Once the contract is awarded there will be a **Pre-Construction Conference** at a determined date for the awarded bidder.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of

NOTICE INVITING BIDS

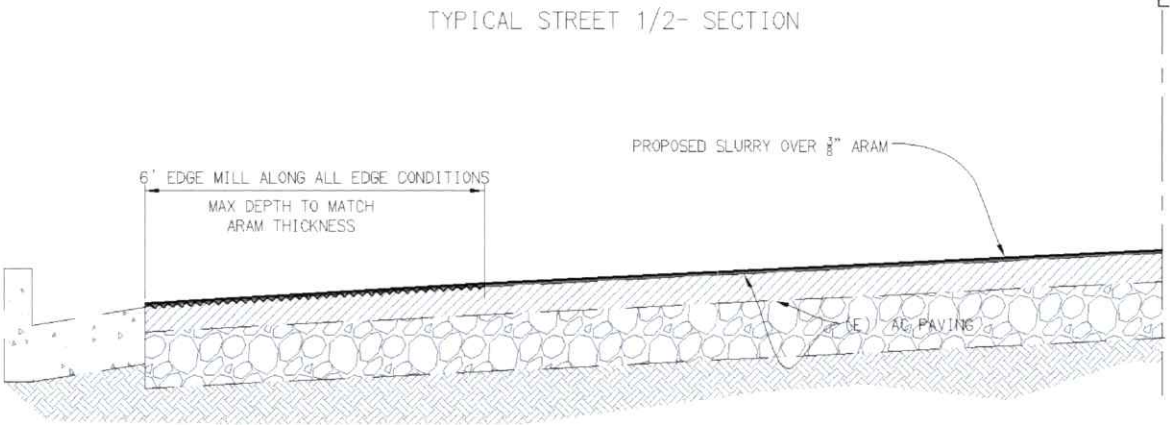
TP12. ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM)

ARAM shall be in conformance with section 302-11 “Asphalt Rubber and Aggregate Membrane“, section 203-12 “Asphalt Rubber and Aggregate Membrane (ARAM)”, and section 302-10 “Asphalt Rubber and Aggregate Membrane (ARAM)”, and all subsequent sections of the Standard Specifications.

Cul-de-sacs, up to the beginning of the curb radius, stop points and other areas as designated, shall have a modified asphalt rubber binder applied pursuant to the application rates set forth in these specifications, modified with a polyethylene polymer additive added to the asphalt rubber binder between 2 percent and 4 percent by weight of the asphalt rubber binder. The modified asphalt rubber binder shall have a Performance Grade (PG) rating of between 88 and 94. The modified asphalt rubber binder specified above is subject to the provisions of United States Patent No. 9,828,505 B2.

Pavement heaters shall be utilized after cover aggregate application and before rolling on all surfacing receiving the modified asphalt rubber binder to ensure complete embedment and adhesion of the cover aggregate to the modified asphalt rubber binder. In no event, shall the surface temperature of the cover aggregate and modified asphalt rubber binder be heated to above 275°F. **The process method for heating specified above is subject to the provisions of United States Patent No. 7,033,104 B2.**

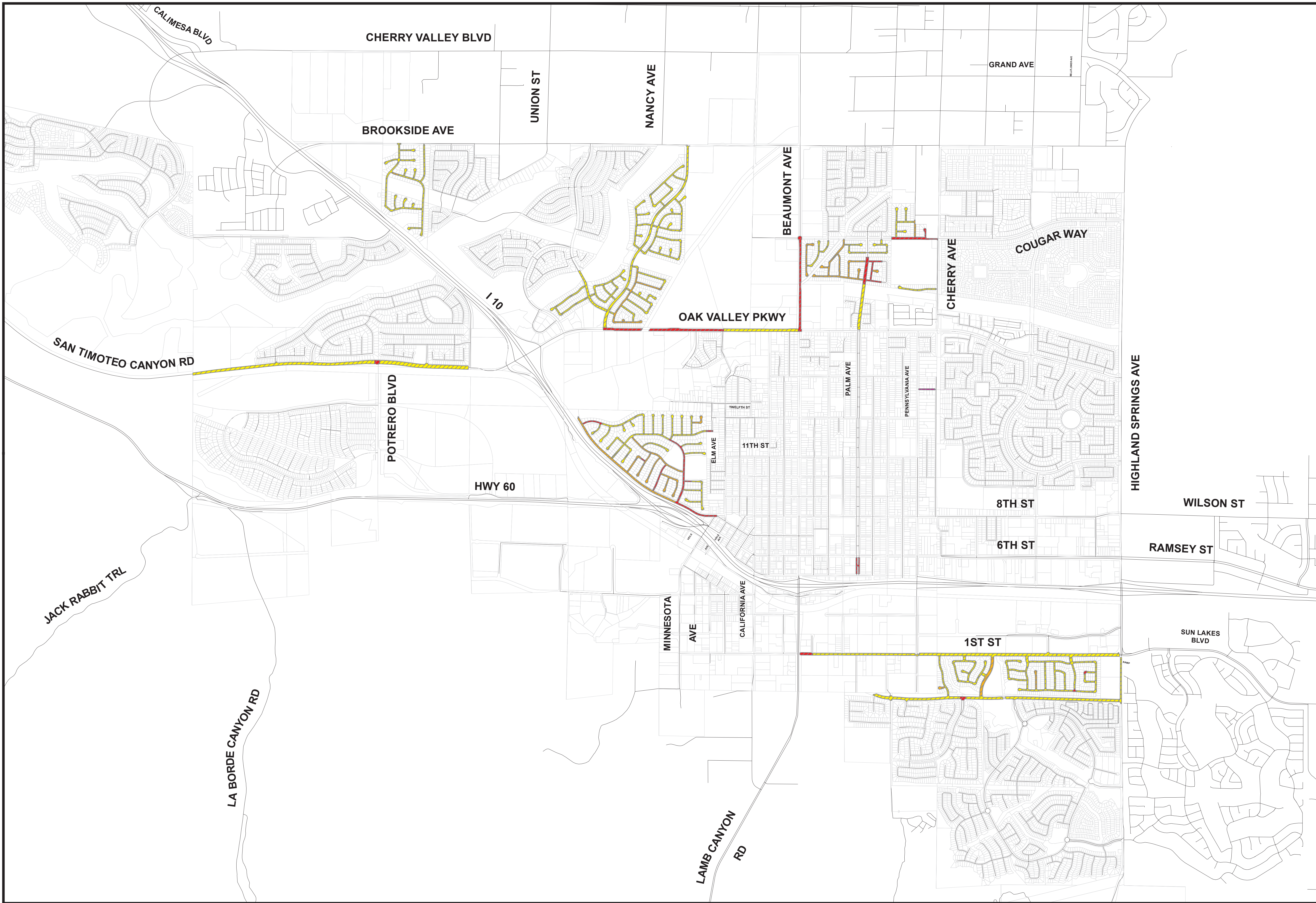
Type 2 slurry seal shall be applied to ARAM a minimum of five days after initial placement of ARAM. Final sweeping of ARAM shall occur prior to slurry.



ARAM DETAIL
NOT TO SCALE

Payment: Full compensation for ARAM shall be made at the contract unit price paid per square foot and shall include full compensation for furnishing all labor, materials, tools, and equipment,

TECHNICAL PROVISIONS

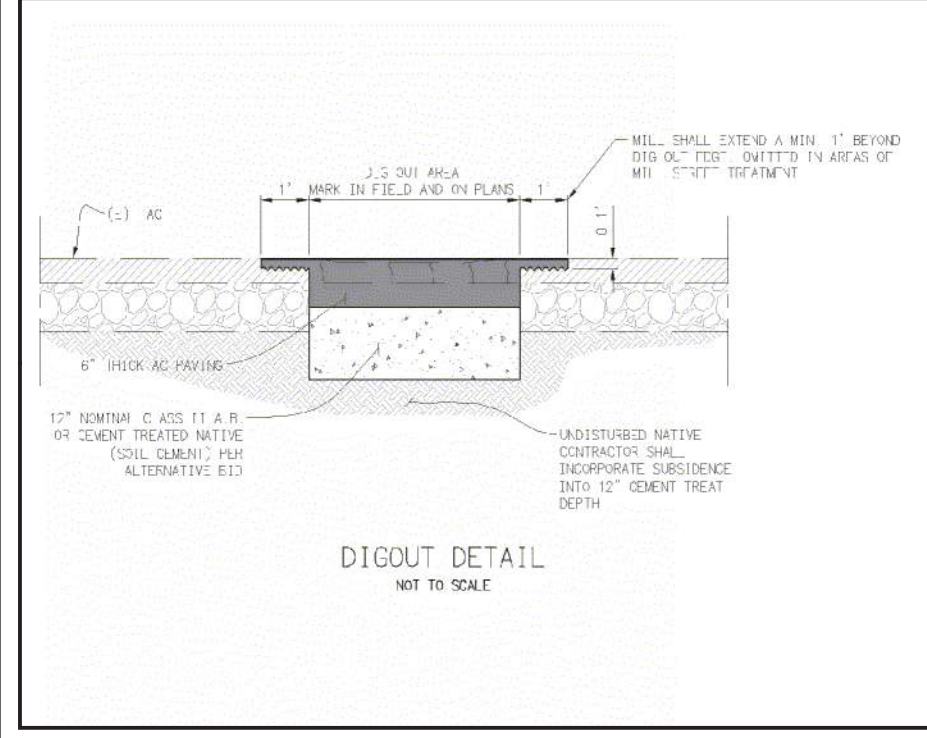
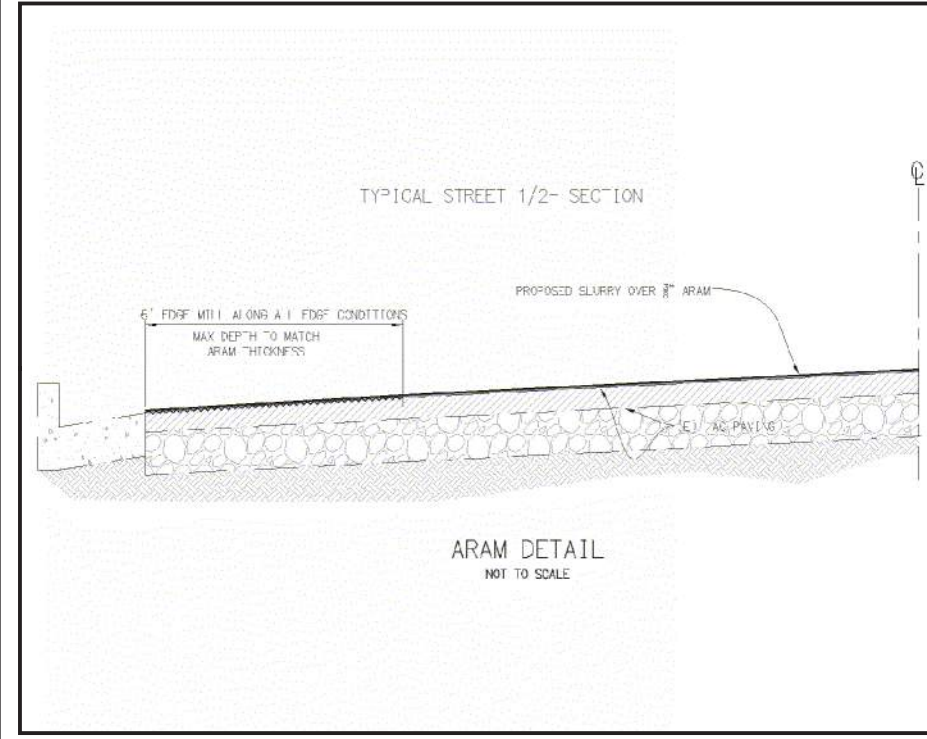
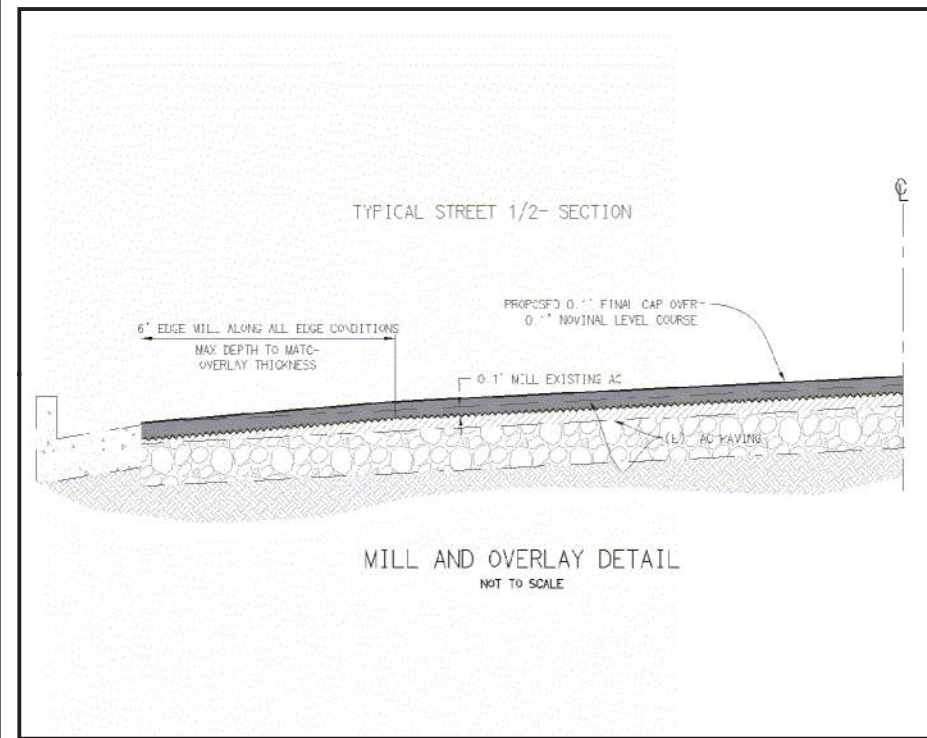


Legend

20/21 Annual Street Projects

Treatment Type

- Full-Depth R&R
- Mill & Overlay
- ARAM Cape Seal
- Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects
PUBLIC WORKS DEPARTMENT

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STREET LIST

Table with columns: Street, From, To, Treatment Type, Perimeter (LF), Area (SF), Location. Lists various streets and their associated data.

STREET LIST

Table with columns: Street, From, To, Treatment Type, Perimeter (LF), Area (SF), Location. Lists various streets and their associated data.

CURB RAMP LIST

Table with columns: Street A, Street B, Corner, Type. Lists street intersections and curb ramp details.

CURB RAMP LIST

Table with columns: Street A, Street B, Corner, Type. Lists street intersections and curb ramp details.

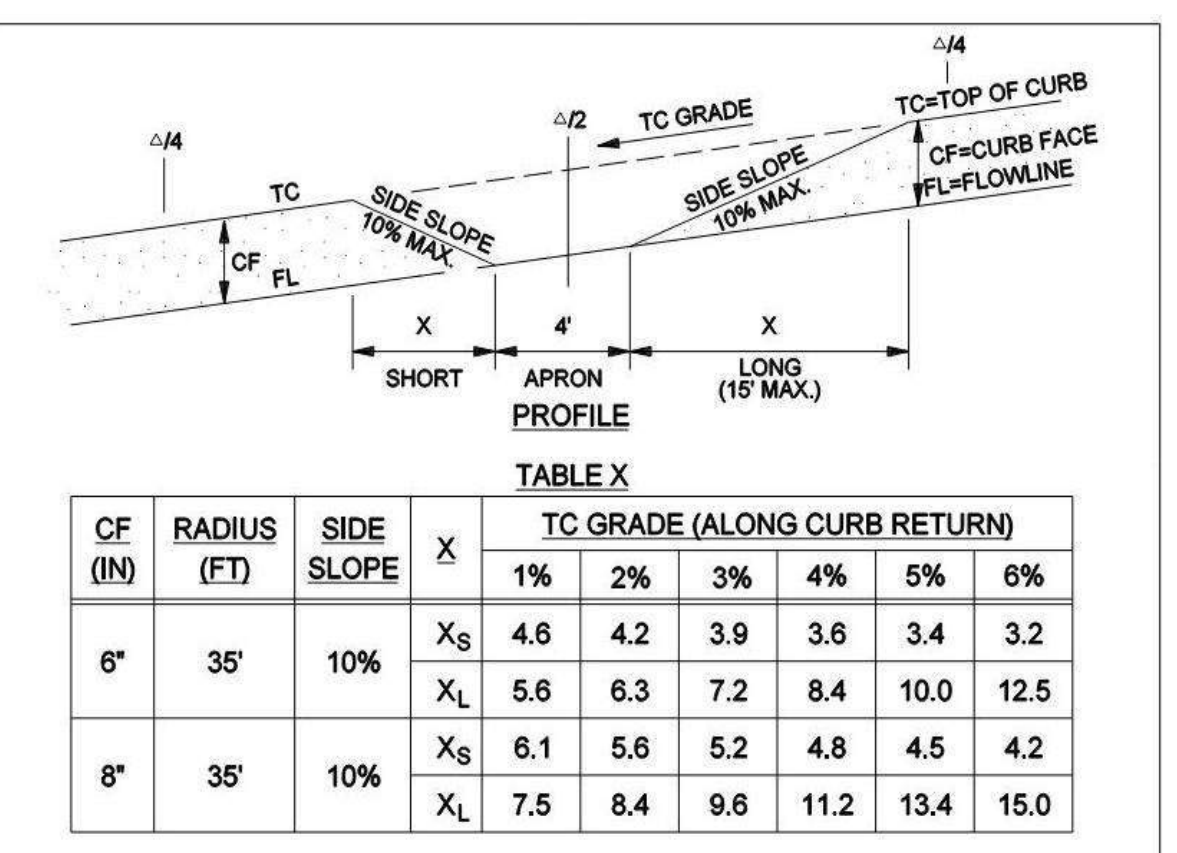
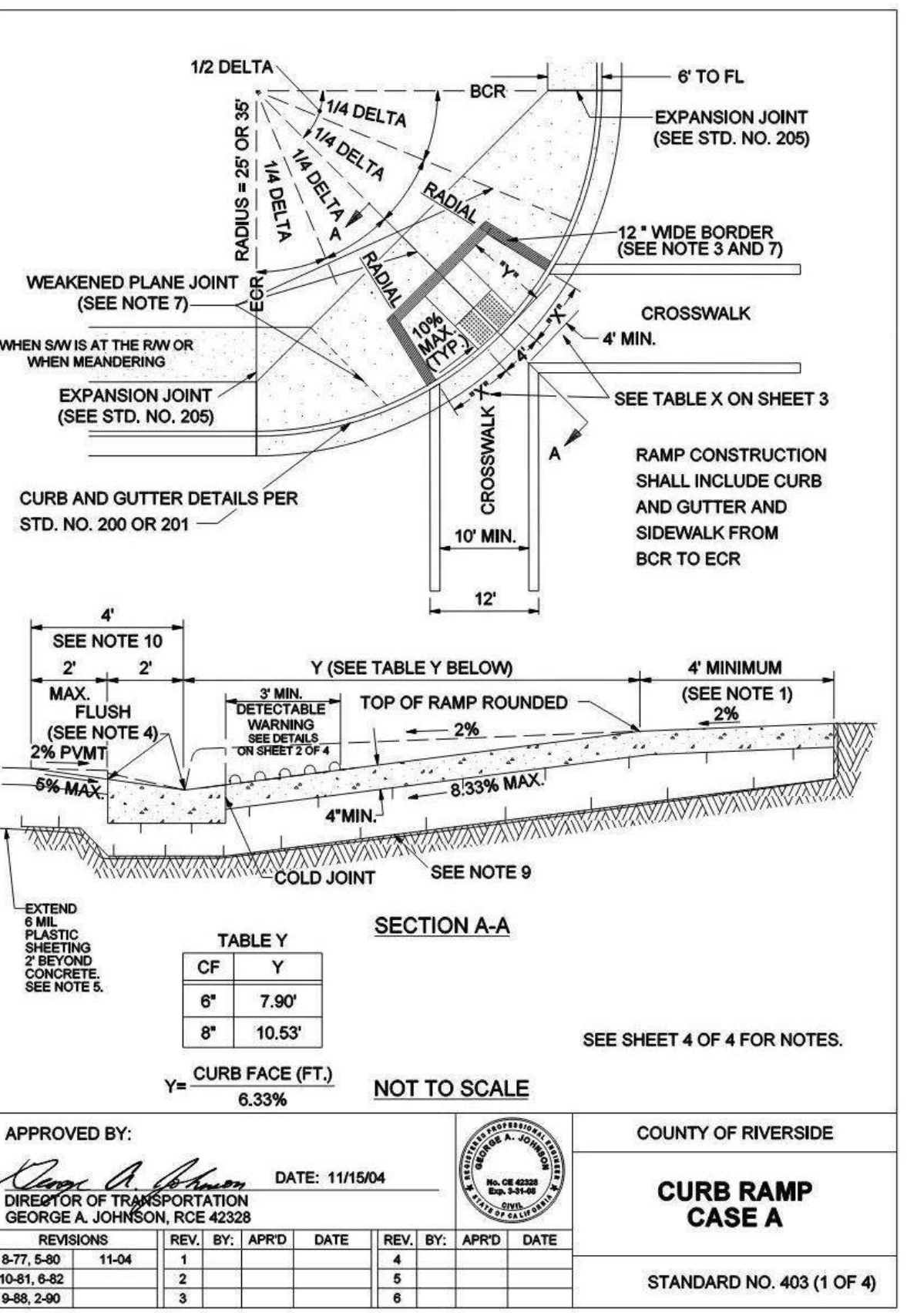
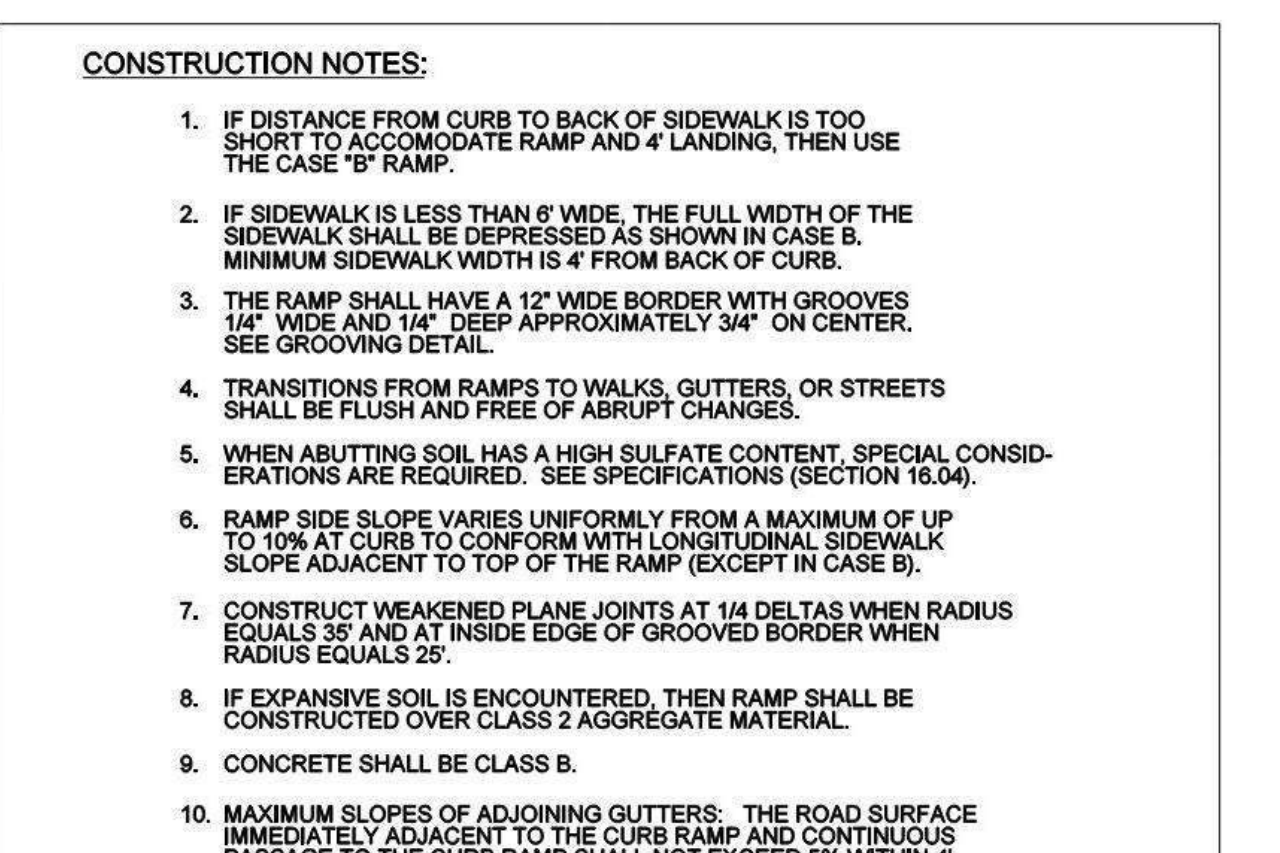
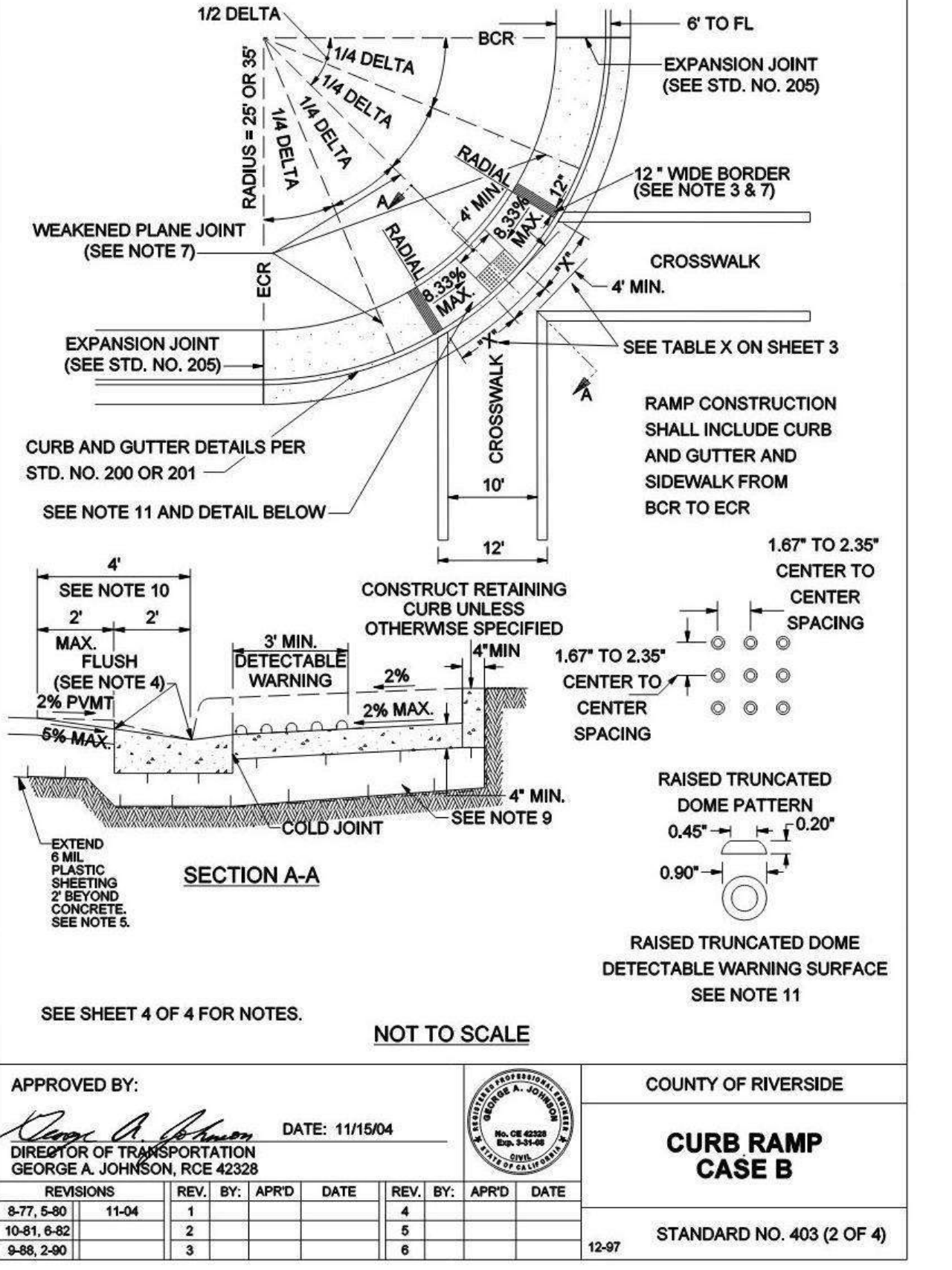


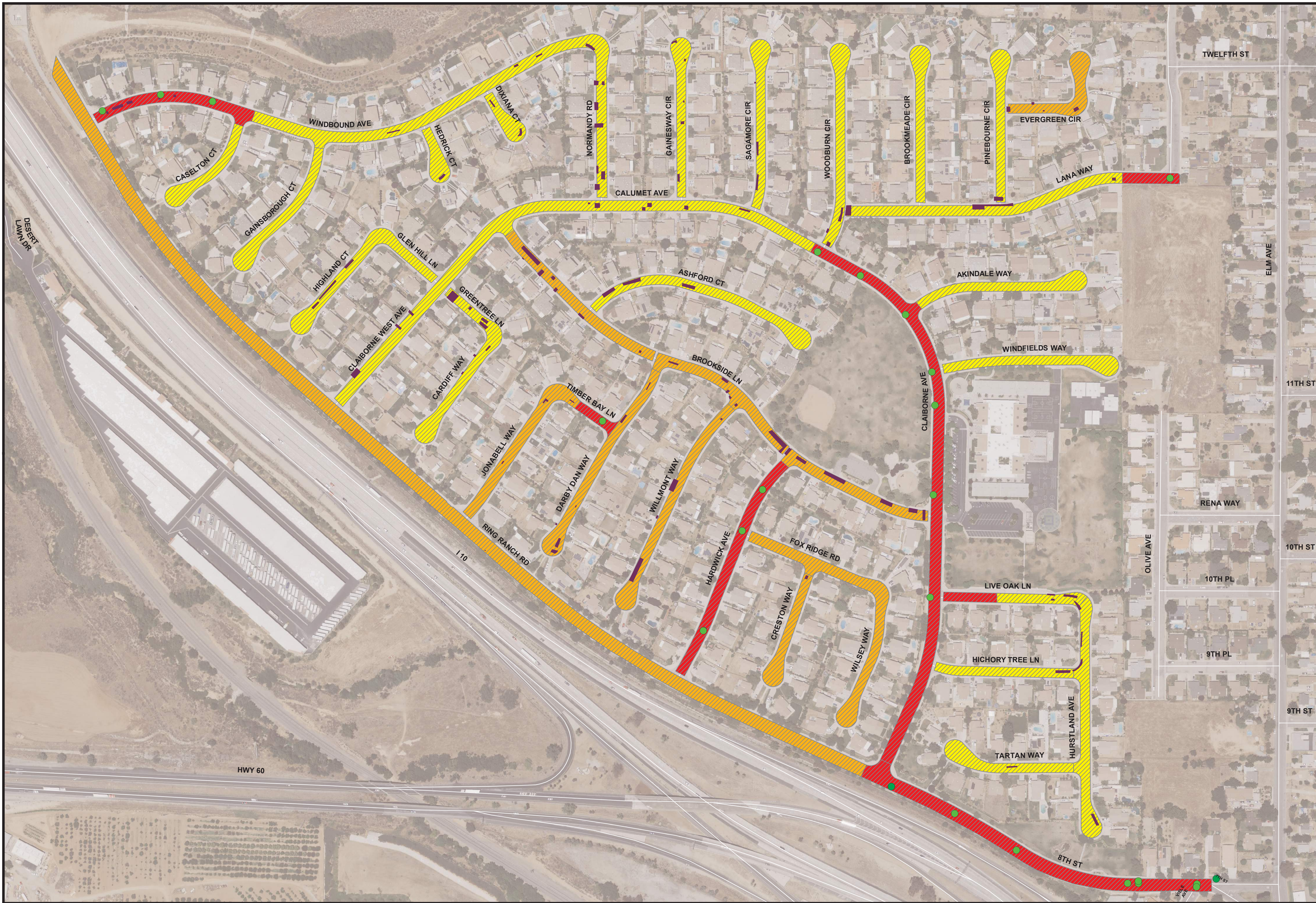
Table X: TO CALCULATE X*Y DIMENSION. Columns: CF (IN), RADIUS (FT), SIDE SLOPE, X, Y. Includes a 'GROOVING DETAIL' diagram.

Approval and revision table for CURB RAMP. Includes 'APPROVED BY:', 'DATE: 05/05/03', and 'STANDARD NO. 403 (3 OF 4)'.



Approval and revision table for CURB RAMP CONSTRUCTION NOTES. Includes 'APPROVED BY:', 'DATE: 11/15/04', and 'STANDARD NO. 403 (4 OF 4)'.

CONSTRUCTION NOTES: 1. IF DISTANCE FROM CURB TO BACK OF SIDEWALK IS TOO SHORT TO ACCOMMODATE RAMP AND 4' LANDING, THEN USE...



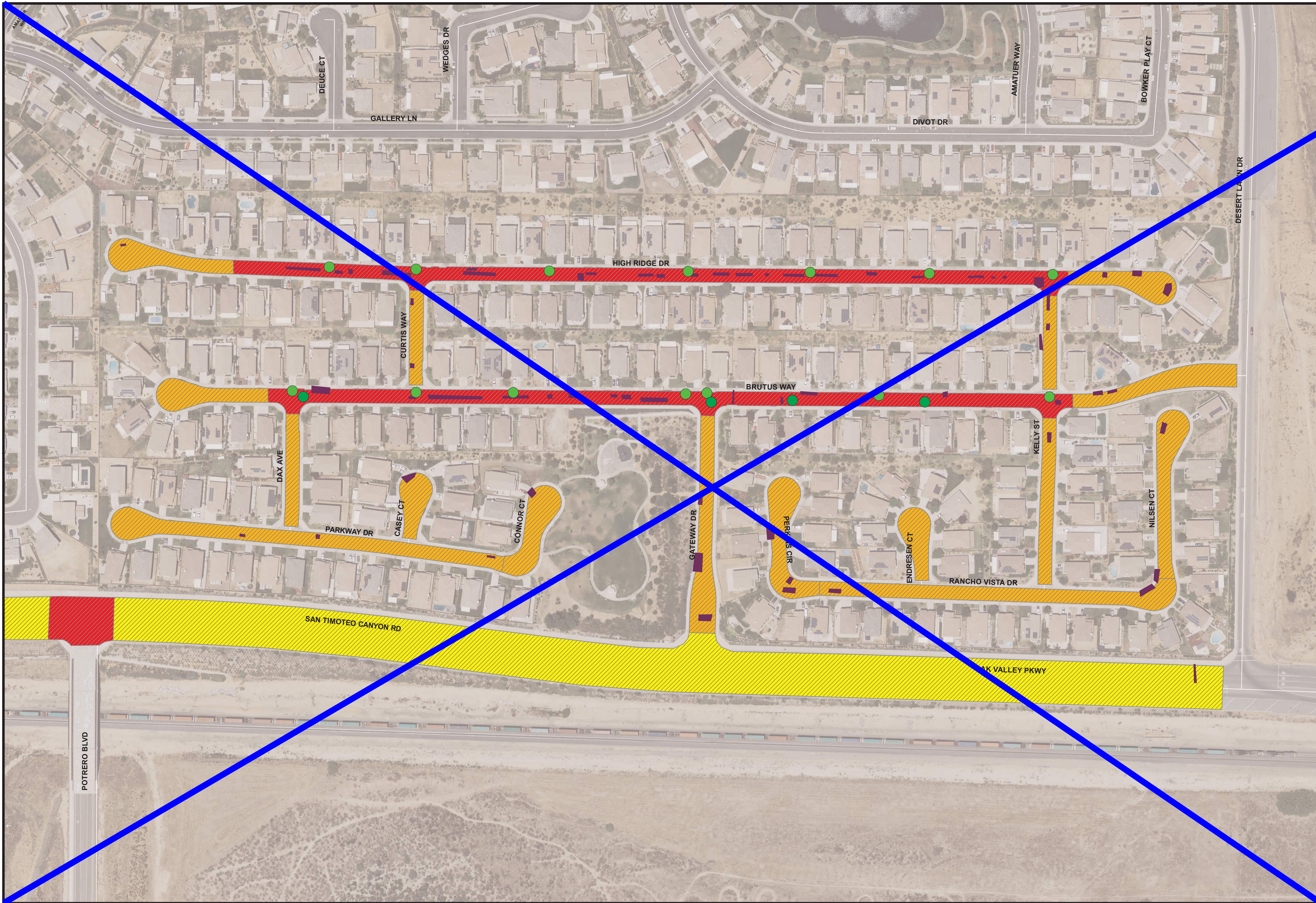
- LEGEND**
- Storm Drain Manhole
 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Mill & Overlay
 - ARAM Cape Seal
 - Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - Three Rings
PUBLIC WORKS DEPARTMENT

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- LEGEND**
- Storm Drain Manhole
 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Mill & Overlay
 - ARAM Cape Seal
 - Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - Curtis
PUBLIC WORKS DEPARTMENT

NOT A PART

Date Created: 6/17/21

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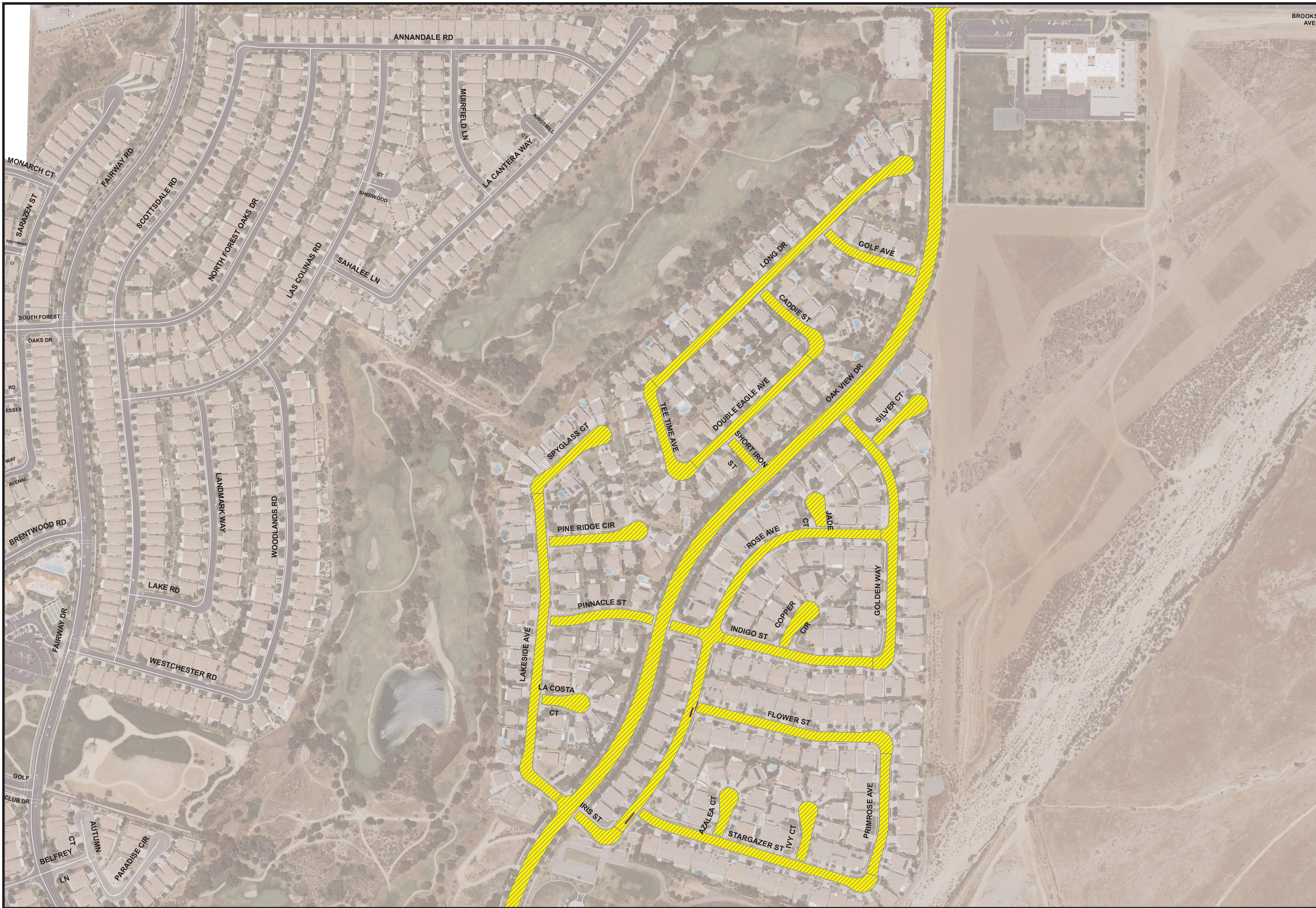
- LEGEND**
- Signal_loop
 - Storm Drain Manhole
 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Mill & Overlay
 - ARAM Cape Seal
 - Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - The Estates at Oak Valley (1 of 2)
PUBLIC WORKS DEPARTMENT

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LEGEND

- BCVWD Valves
- Storm Drain Manhole
- Sewer Manhole
- Dig Out

R-03 & 04 Streets

Treatment Type

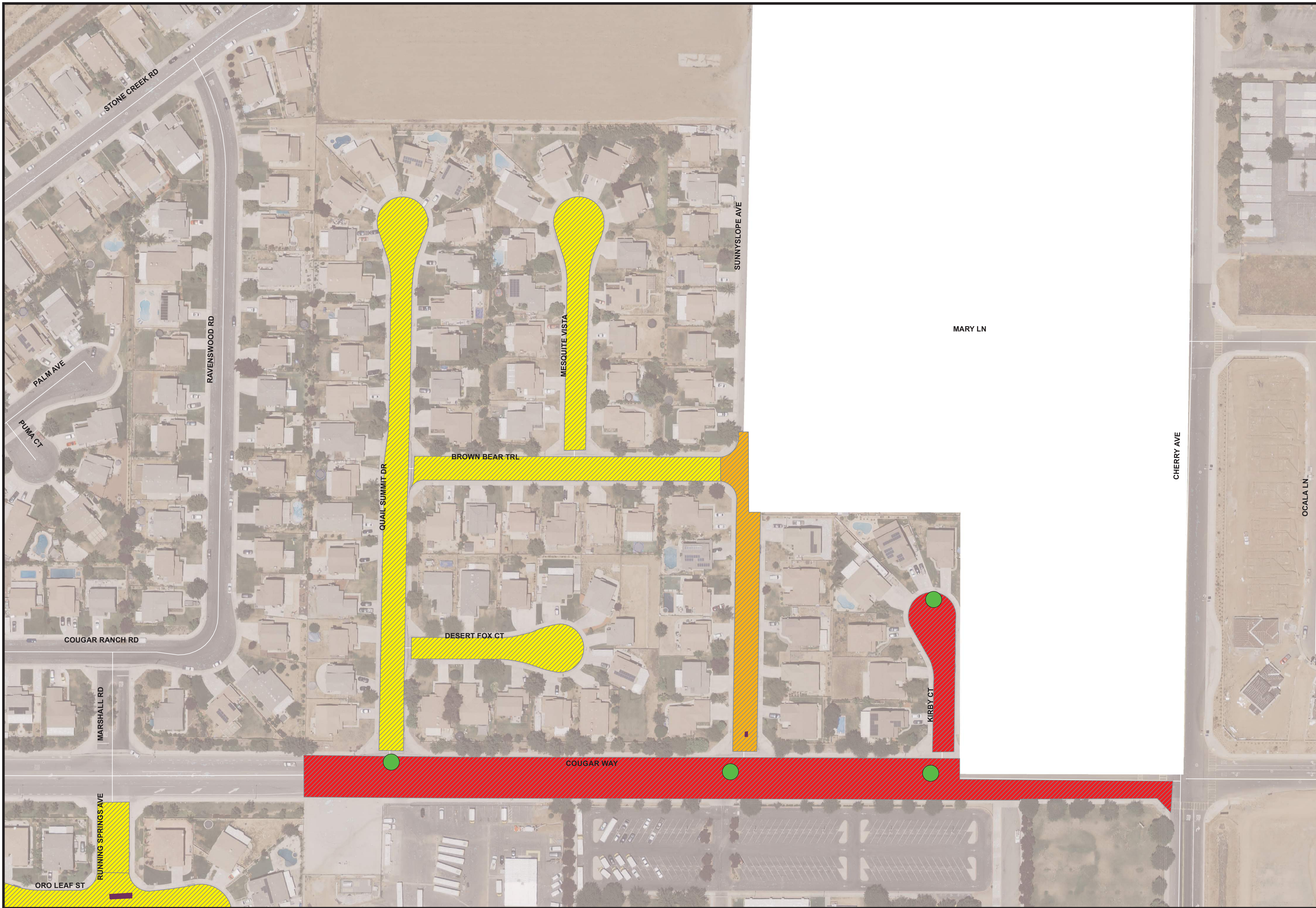
- Mill & Overlay
- ARAM Cape Seal
- Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - The Estates at Oak Valley (2 of 2)
PUBLIC WORKS DEPARTMENT

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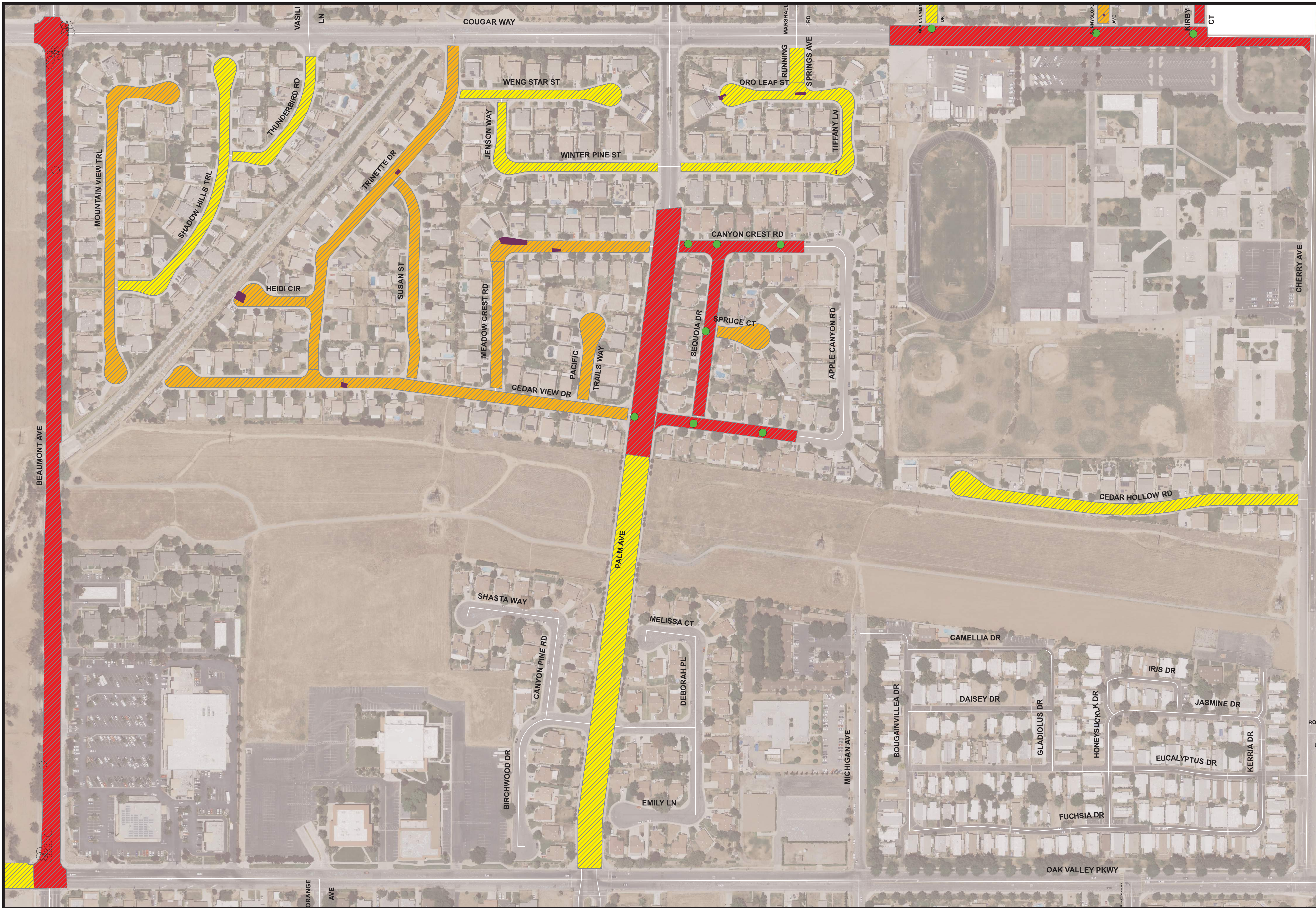
- LEGEND**
- Storm Drain Manhole
 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Mill & Overlay
 - ARAM Cape Seal
 - Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - Cougar Ranch Improvement Area 9
PUBLIC WORKS DEPARTMENT

Date Created: 6/17/21

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LEGEND

- Signal_loop
- Storm Drain Manhole
- Sewer Manhole
- Dig Out

R-03 & 04 Streets

Treatment Type

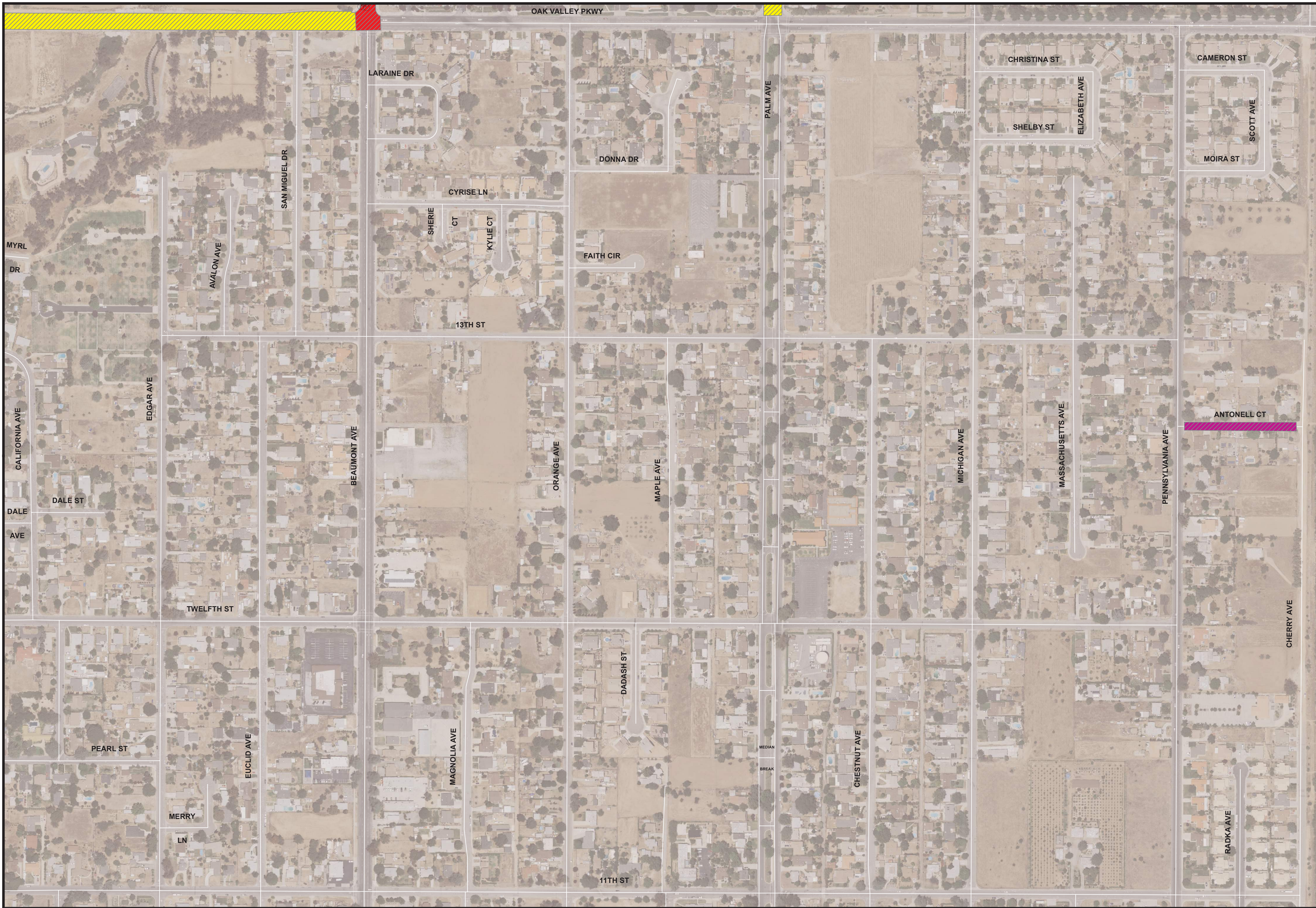
- Mill & Overlay
- ARAM Cape Seal
- Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - Mountain Meadows, Canyon Ridge, & Pacific Trails
PUBLIC WORKS DEPARTMENT

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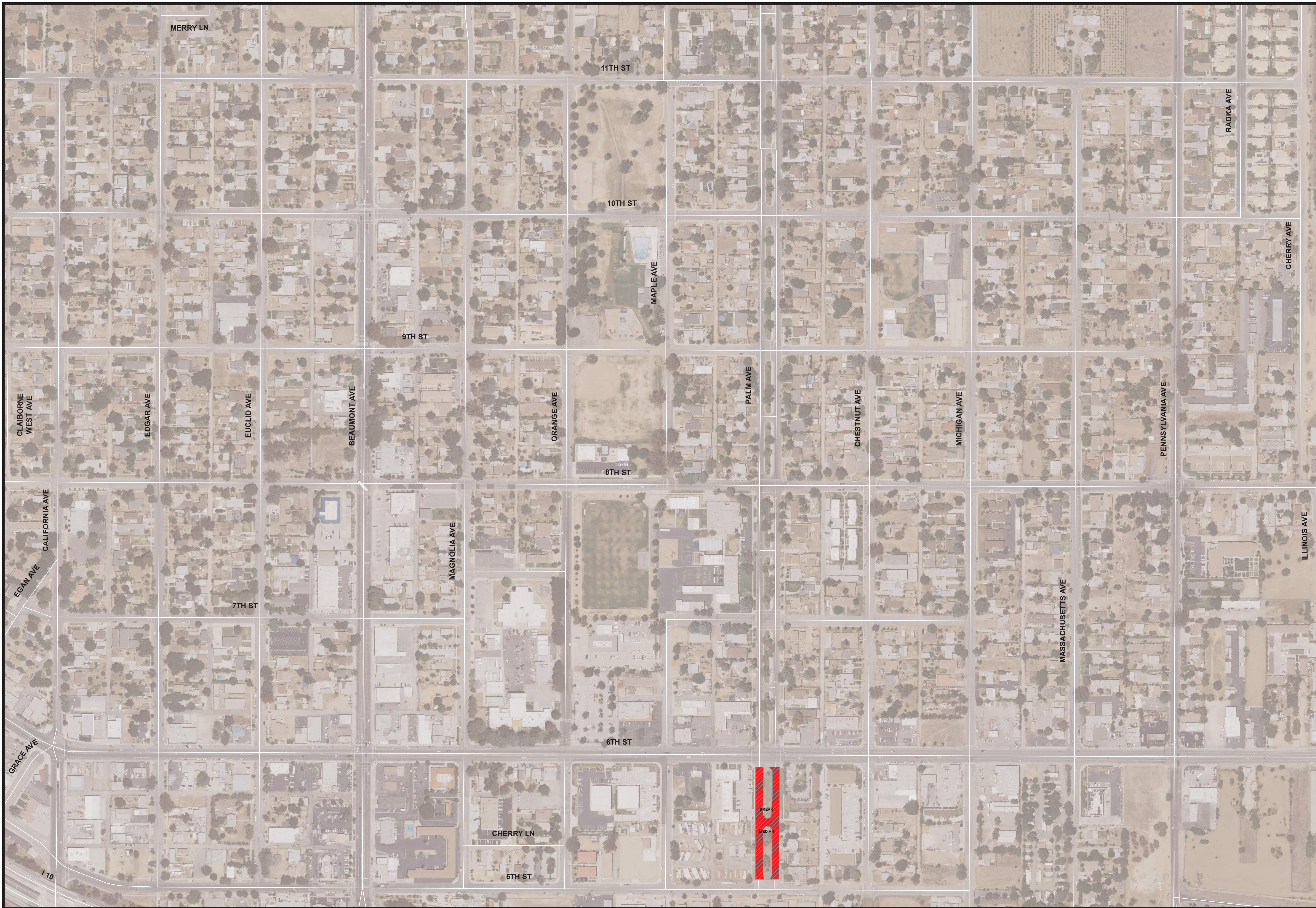
- LEGEND**
- Signal_loop
 - Storm Drain Manhole
 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Full-Depth
 - Mill & Overlay
 - ARAM Cape Seal
 - Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - Downtown (North of 11th)
PUBLIC WORKS DEPARTMENT

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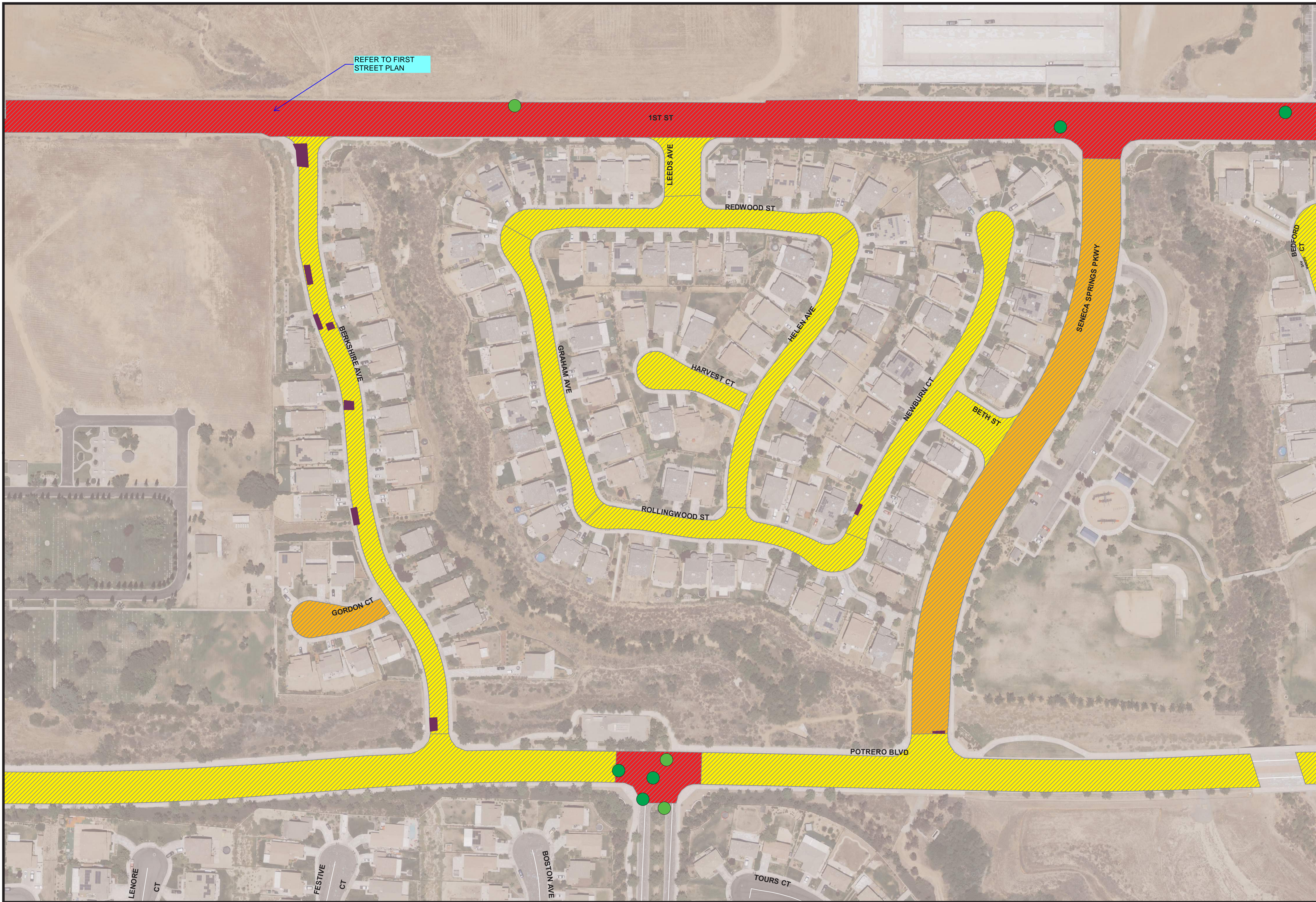
- LEGEND**
- Storm Drain Manhole
 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- ▨ Mill & Overlay
 - ▨ ARAM Cape Seal
 - ▨ Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - Downtown (South of 11th)
PUBLIC WORKS DEPARTMENT

Date Created: 6/17/21

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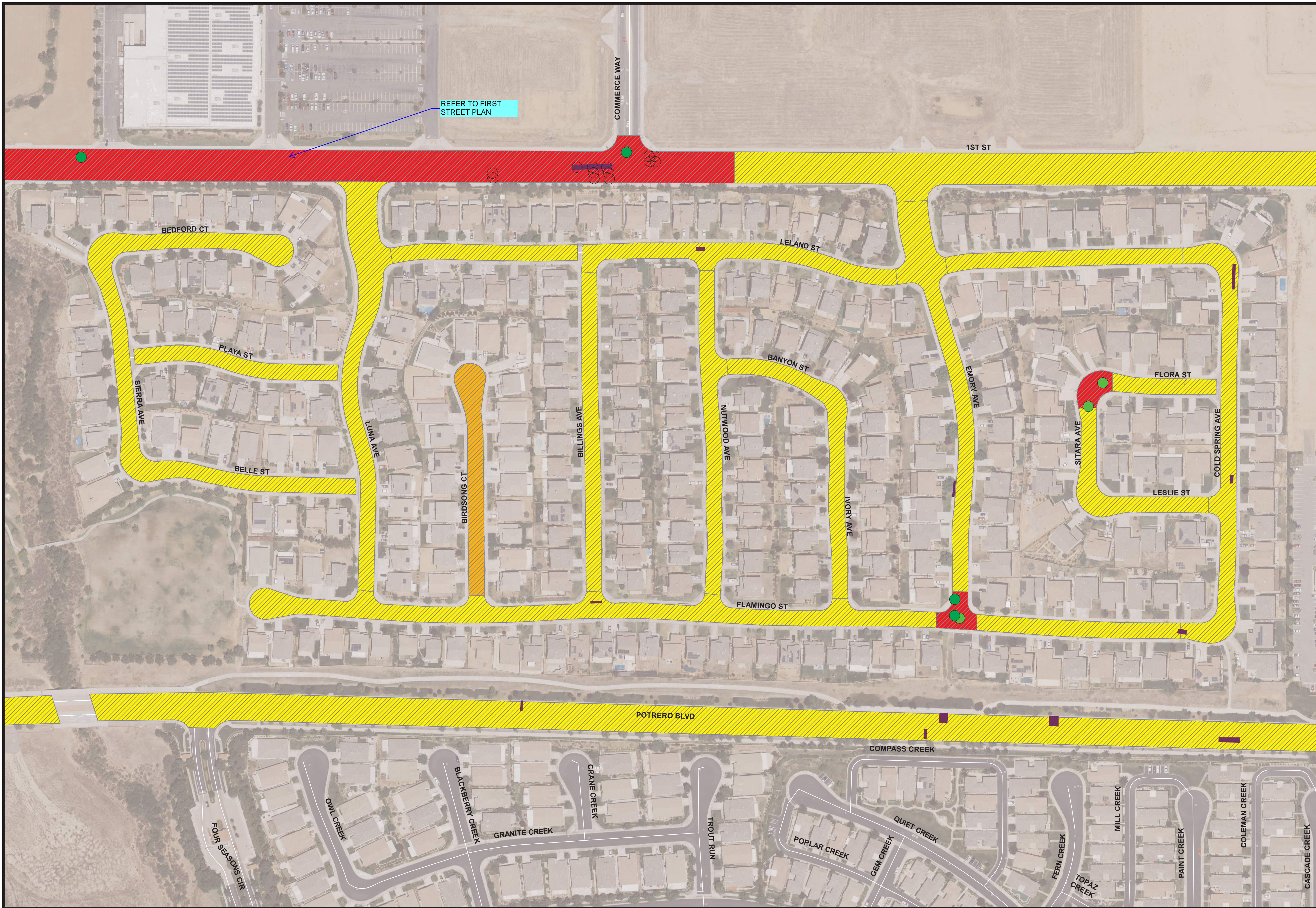
- LEGEND**
- Signal_loop
 - Storm Drain Manhole
 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Mill & Overlay
 - ARAM Cape Seal
 - Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - Seneca Springs (1 of 2)
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- LEGEND**
- Signal_loop
 - Storm Drain Manhole
 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Mill & Overlay
 - ARAM Cape Seal
 - Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - Seneca Springs (2 of 2)
PUBLIC WORKS DEPARTMENT

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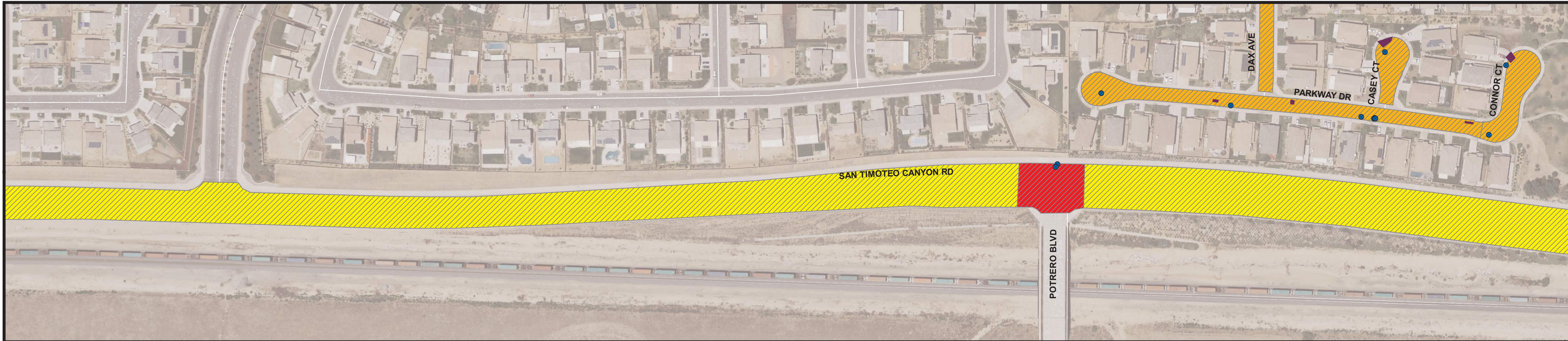
LEGEND

- Signal_loop
- Storm Drain Manhole
- Sewer Manhole
- Dig Out

R-03 & 04 Streets

Treatment Type

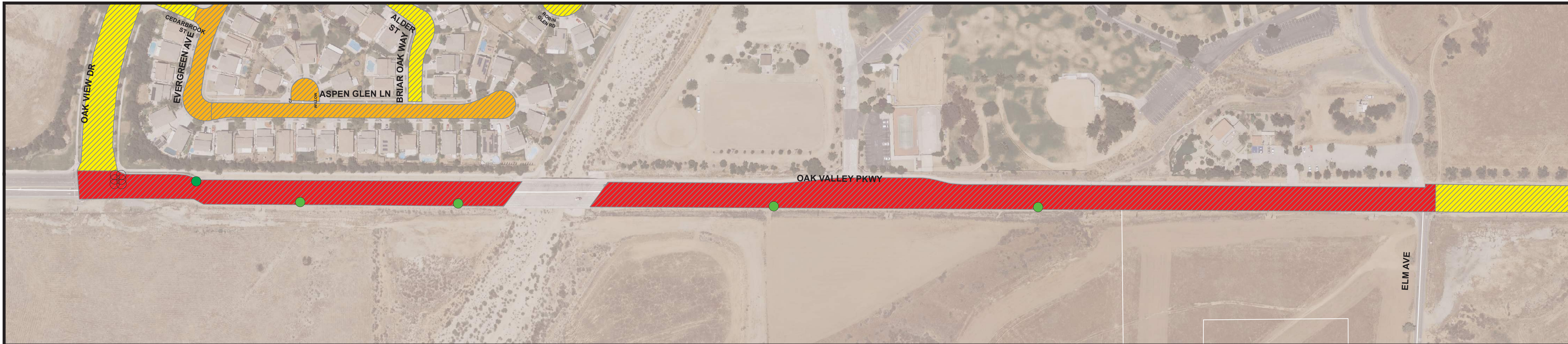
- Mill & Overlay
- ARAM Cape Seal
- Slurry Seal



Date Created: 6/17/21

CITY OF BEAUMONT
20/21 Annual Street Projects - Oak Valley Parkway (City Limit to I-10)
PUBLIC WORKS DEPARTMENT


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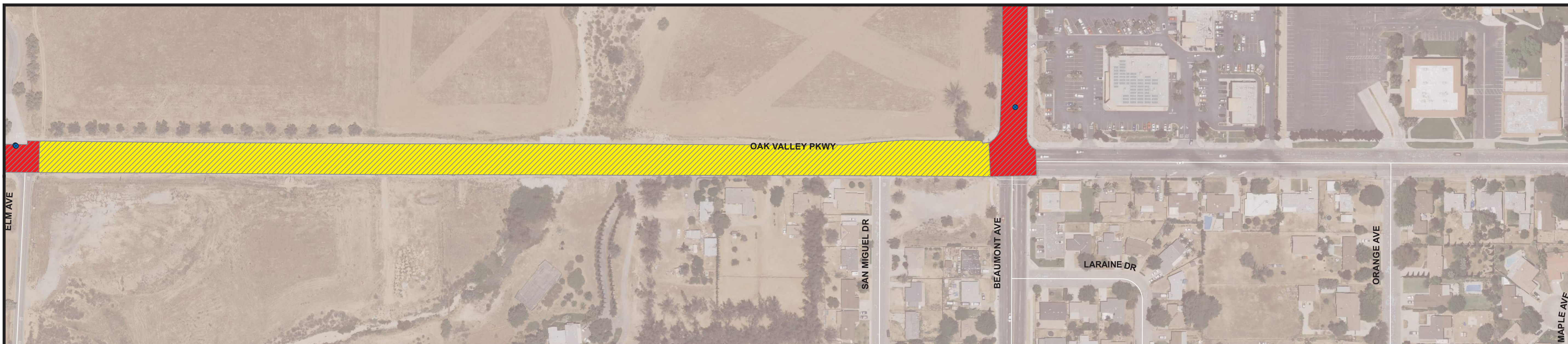
LEGEND

- Signal_loop
- Storm Drain Manhole
- Sewer Manhole
- Dig Out

R-03 & 04 Streets

Treatment Type

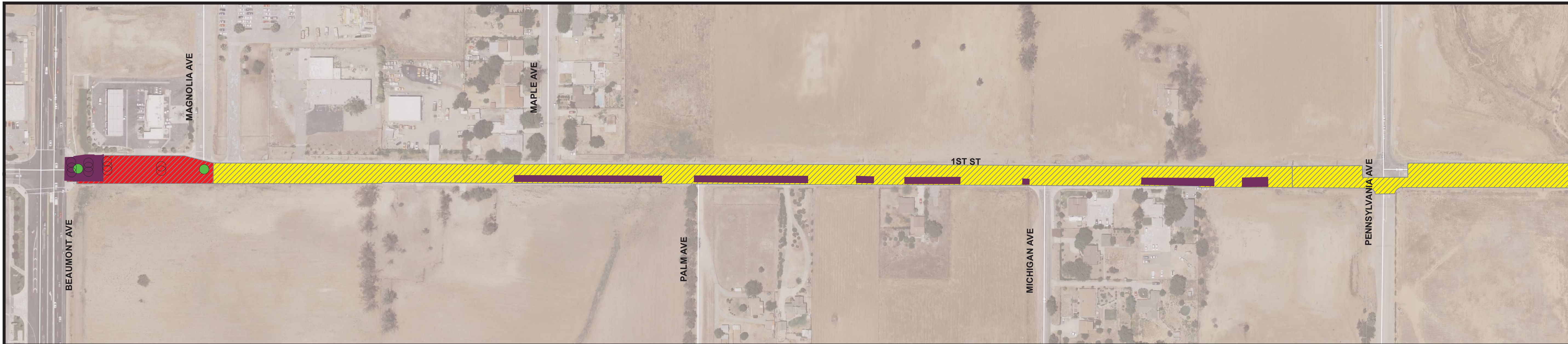
- Mill & Overlay
- ARAM Cape Seal
- Slurry Seal



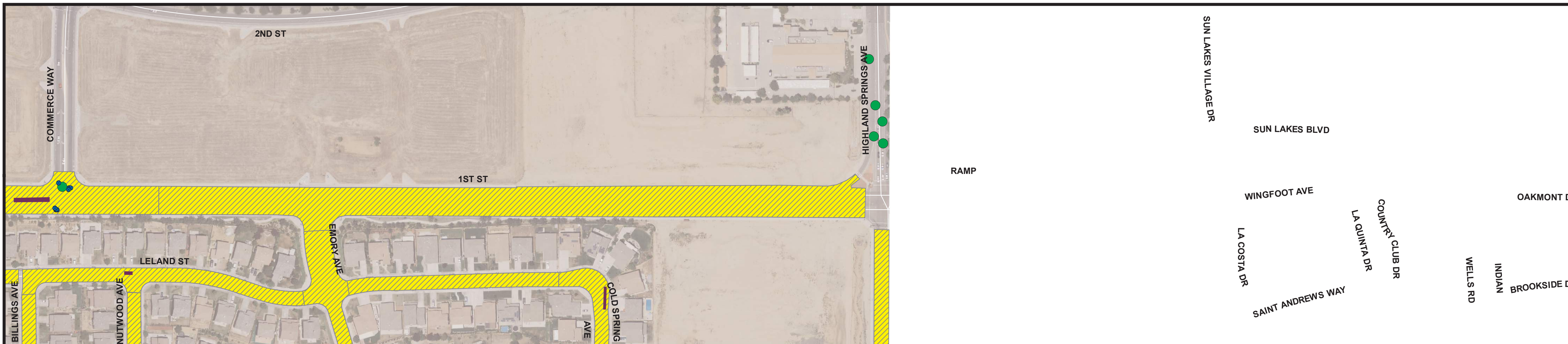
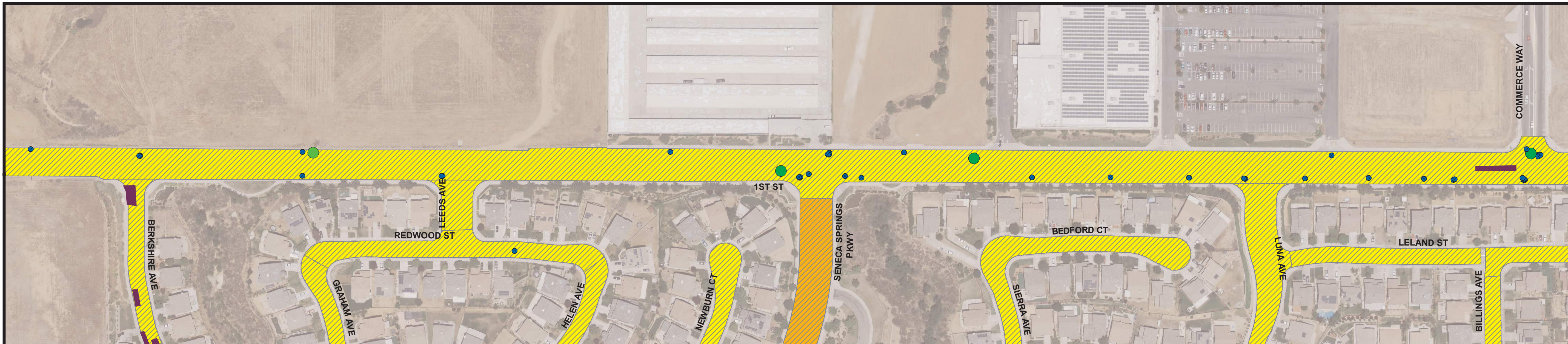
CITY OF BEAUMONT
20/21 Annual Street Projects - Oak Valley Parkway (Oak View to Beaumont)
PUBLIC WORKS DEPARTMENT

Date Created: 6/17/21

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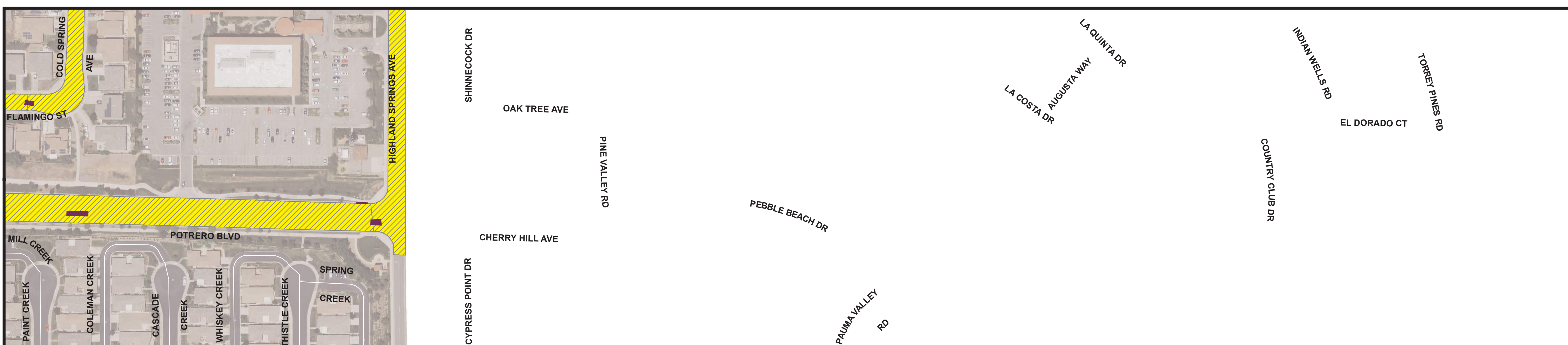
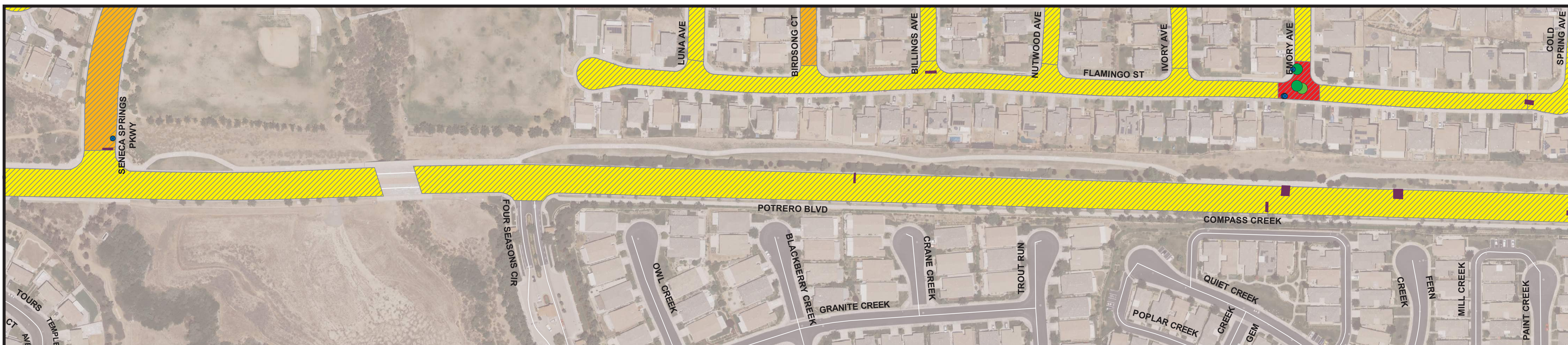
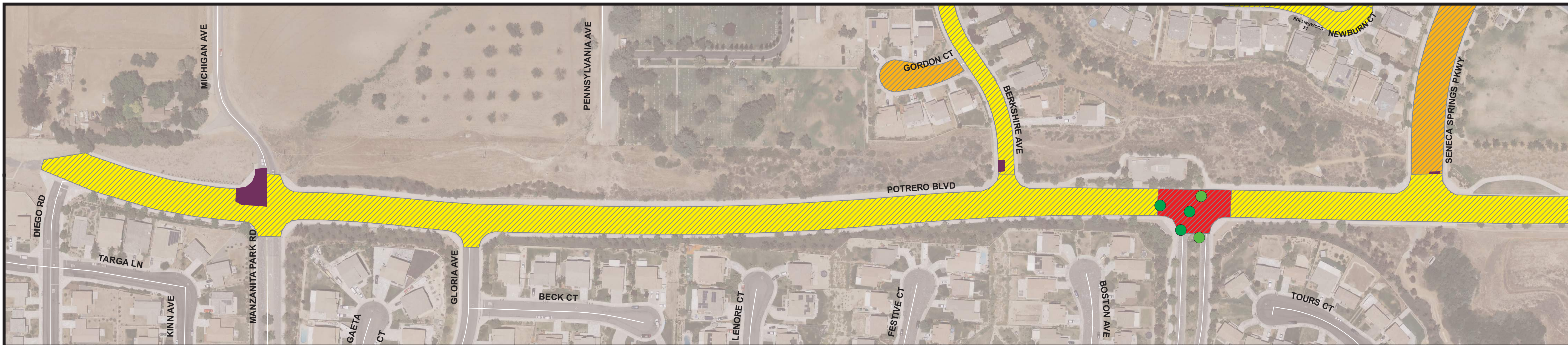
- LEGEND**
- Signal_loop
 - Storm Drain Manhole
 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Mill & Overlay
 - ARAM Cape Seal
 - Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - First Street (Beaumont Ave to Highland Springs)
PUBLIC WORKS DEPARTMENT

Date Created: 6/17/21

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LEGEND

- Signal_loop
- Storm Drain Manhole
- Sewer Manhole
- Dig Out

R-03 & 04 Streets

Treatment Type

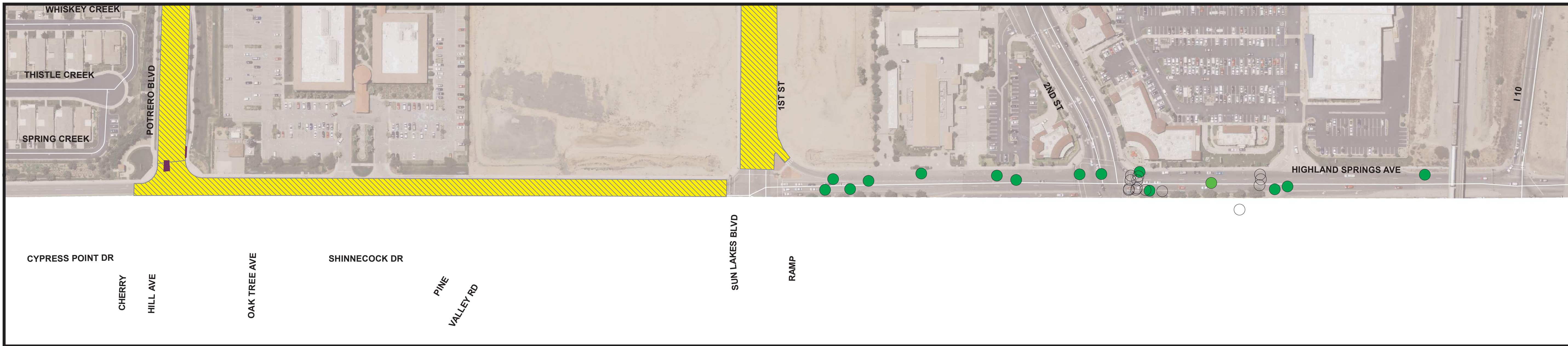
- Mill & Overlay
- ARAM Cape Seal
- Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - Potrero Avenue (Diego Road to Highland Springs)
PUBLIC WORKS DEPARTMENT

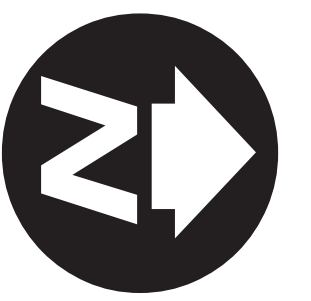
Date Created: 6/17/21

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LEGEND

- Signal_loop
 - Storm Drain Manhole
 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Mill & Overlay
 - ARAM Cape Seal
 - Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - Highland Springs Avenue (Potrero to I10)
PUBLIC WORKS DEPARTMENT

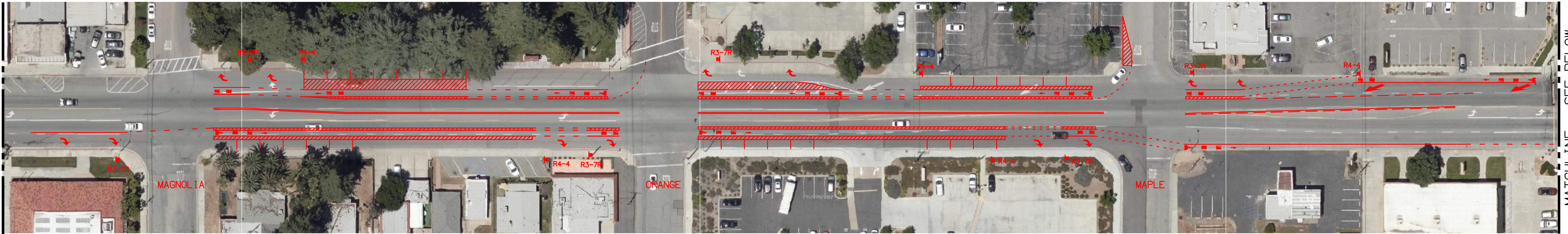
Date Created: 6/17/21

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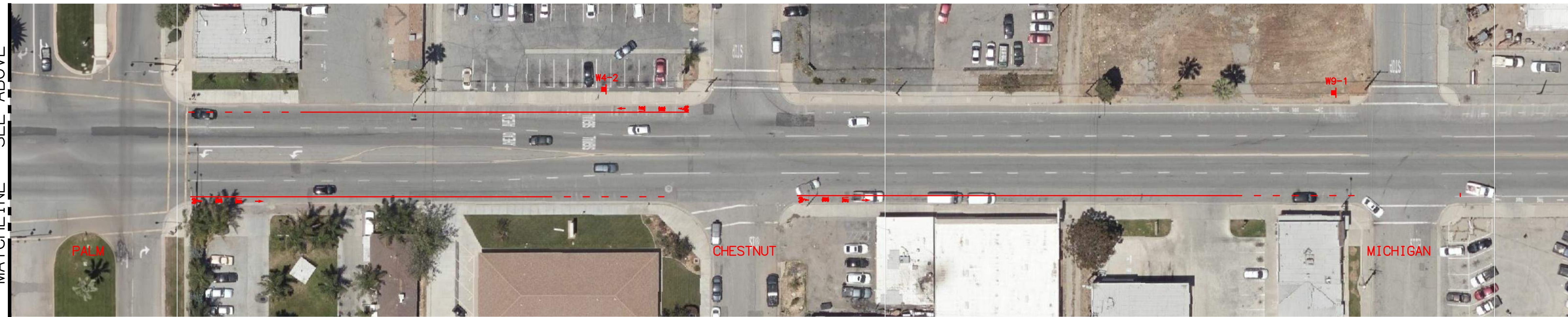
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MATCHLINE - SEE ABOVE



MATCHLINE - SEE BELOW

MATCHLINE - SEE ABOVE



R3-7R



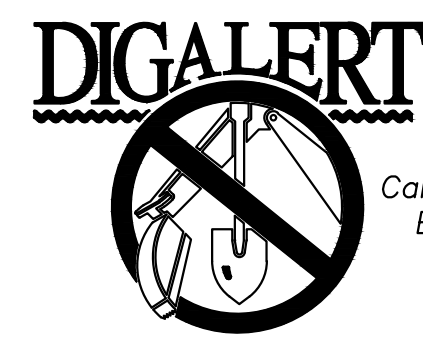
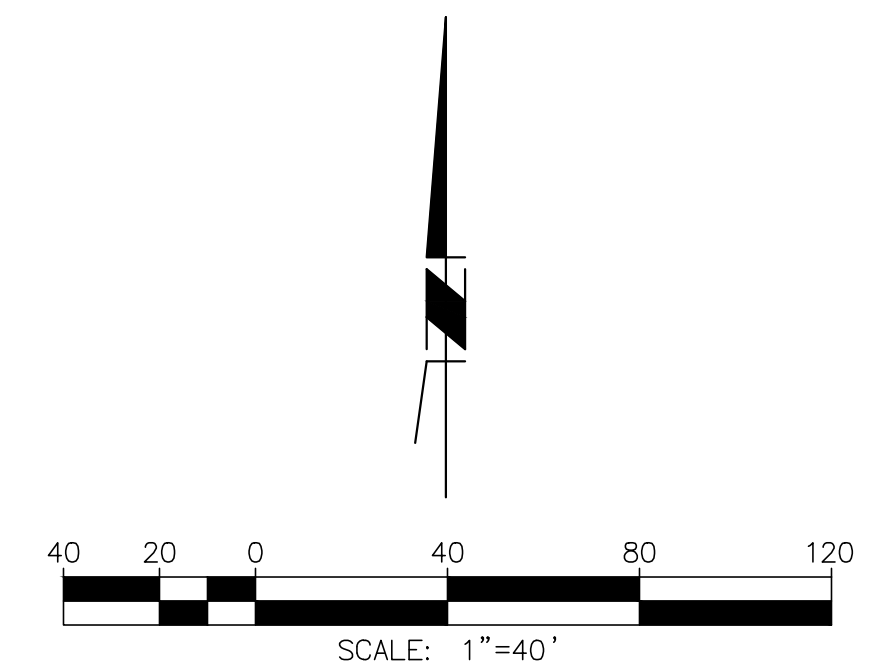
R4-4



W4-2



W9-1



BENCHMARK:
THE TOP OF CURB AT THE POINT OF
CURVATURE AT THE NORTHEAST CORNER
OF THE NORTHWEST CURB RETURN AT
THE INTERSECTION OF HIGHLAND
SPRINGS AVENUE AND 2ND STREET.
ELEV. 2559.03, TBM

BY	MARK	DESCRIPTION	APPR. DATE
ENGINEER		REVISIONS	CITY

DESIGN BY:
RLV
DRAWN BY:
RLV
CHECKED BY:
JH
SCALE:
1"=20'
DATE:
2/12/2020
JOB NUMBER:

REVIEWED BY: _____ DATE: _____
STAFF ENGINEER
RECOMMENDED BY: _____ DATE: _____
PRINCIPAL ENGINEER
APPROVED BY: _____ DATE: _____
CITY ENGINEER
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

550 E. 6TH ST
BEAUMONT, CA 92223
TEL: (951) 769-8520
FAX: (951) 769-8506

CITY OF BEAUMONT, CALIFORNIA
STRIPING EXHIBIT FOR:
6TH STREET
FROM BEAUMONT AVE TO MICHIGAN AVE

SHEET
1
OF 1 SHEETS
FILE NO:



CITY OF BEAUMONT
PUBLIC WORKS DEPARTMENT
550 E. 6th Street, Beaumont CA 92223

CONTRACT DOCUMENTS & SPECIFICATIONS
FOR:
ANNUAL CITYWIDE STREET REHABILITATION AND
MAINTENANCE PROJECT 20/21
(CIP R-03, R-04, & R-06)

BID PUBLISHED:	JULY 2, 2021
BIDS MUST BE RECEIVED BY:	AUGUST 6, 2021 @ 11:00 A.M.
PLACE OF BID RECEIPT:	rvestal@beaumontca.gov
QUESTIONS IN BY:	JULY 16, 2021 @ 11:00 A.M.
BID OPENING DATE:	AUGUST 6, 2021 @ 11:15 A.M.
BID OPENING LOCATION:	Zoom meeting via link below

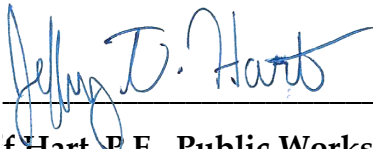
<https://us02web.zoom.us/j/83313177456?pwd=ck5ySVJlL0dFTXNZVUhn⁺eitiMmhYQT09>

CITY OF BEAUMONT
CALIFORNIA
PUBLIC WORKS DEPARTMENT
CONTRACT DOCUMENTS & SPECIFICATIONS

FOR:

ANNUAL CITYWIDE STREET REHABILITATION AND
MAINTENANCE PROJECT 20/21
(CIP R-03, R-04, & R-06)

Prepared Under the Supervision of:



07/02/2021

Jeff Hart, P.E., Public Works Director/City Engineer

Date

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NOTICE INVITING BIDS

The City of Beaumont, Public Works Department (“City”) will receive email bids for the **ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT 20/21 (CIP R-03, R-04, & R-06)**

at rvestal@beaumontca.gov, no later than **11:00 A.M., Friday August 6, 2021**, at which time or thereafter said bids will be opened and read aloud via an online zoom meeting:

<https://us02web.zoom.us/j/83313177456?pwd=ck5ySVJlL0dFTXNZVUhneitiMmhYQT09>

Bids received after this time will be discarded. Bids shall be valid for 60 calendar days after the bid opening date.

Bids must be submitted on the City’s Bid Forms. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted via email with the following subject: **“ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT 20/21 (CIP R-03, R-04, & R-06).**

THIS IS A SIXTY (90) CALENDAR DAY CONTRACT

LOCATION OF WORK:

The work to be completed is located on various streets throughout the City and defined in Appendix A- Construction Plans.

DESCRIPTION OF WORK:

The intent of this project is to extend the life of pavement an additional seven years or longer and improve the ride quality of the selected streets. The methods will include slurry seal, ARAM, mill and overlay and full-depth replacement.

Copies of the Bid and Contract Documents are available for inspection at no cost to the bidder at **City Hall**. The documents can also be downloaded from the City’s Website (<https://www.beaumontca.gov>) and reviewed at no cost.

Bids must be accompanied by cash, a certified or cashier’s check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

Once the contract is awarded there will be a **Pre-Construction Conference** at a determined date for the awarded bidder.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of

NOTICE INVITING BIDS

the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Pursuant to the requirements of the CalRecycle-Rubberized Pavement Grant Program, the successful bidder must complete and submit CalRecycle Form 168 – Reliable Contractor Declaration, signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor(s). The contractor or subcontractor must not be listed on the CalRecycle Unreliable List (<http://www.calrecycle.ca.gov/Funding/Forms>) otherwise, the City may be required to terminate that contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from CalRecycle form web page (www.calrecycle.ca.gov/Funding/Forms).

Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: Bidders shall possess the following California Contractor's license in order to perform the Work of this Project: **Class "A"** or a letter from **Contractor's Licensing Board** outlining the combination of various licenses necessary to perform all the work at the time the bid is submitted to the City.

Pursuant to Public Contract Code Section 3400(b), if the City has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions.

Award of Contract: The City shall award the Contract for the Project to the lowest responsive, responsible bidder as determined from the base bid. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

The City of Beaumont hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit Bids in response to this Notice, and that minorities nor minority business enterprises will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract. For further information, please see the form titled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" within the Bid Documents.

For further information contact the following persons;

Robert L. Vestal, PE, Public Works Department
 (951) 769-8522, or by FAX at (951) 769-8526
 E-mail: rvestal@beaumontca.gov

NOTICE INVITING BIDS

**CITY OF BEAUMONT
DEPARTMENT OF PUBLIC WORKS
INSTRUCTIONS TO BIDDERS**

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain one (1) complete set of Contract Documents at no cost. Contract Documents may be obtained from the City at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids.

The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must contact the City to obtain the required Contract Documents if they decide to submit a bid for the Project.

2. EXAMINATION OF CONTRACT DOCUMENTS

The City has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction to the City. Such submission, if any, must be sent to the **Project Manager** by faxing (951)769-8526 or emailing to rvestal@beaumontca.gov

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents. The City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

4. INSPECTION OF SITE

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor

of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project.

5. ADDENDA

The City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the City shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the City will extend the deadline for submission of bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide City a name, address and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the bidder. Copies of Addenda will be furnished by facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. **Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the Public Works Department to verify that he has received all Addenda issued, if any, prior to the bid opening.**

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the City may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

7. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED.** Deviations in the bid form may result in the bid being deemed non-responsive.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless

the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

9. DESIGNATION OF SUBCONTRACTORS

Pursuant to the funding regulation, the Bidders must designate the name and location of each subcontractor who will perform work or render services for in the amount of \$500, as well as the portion of work each such subcontractor will perform on the form provided herein by the City. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

10. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract. Please also note 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.

11. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

12. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the City; (c) a cashier's check made payable to the City; or (d) a bid bond payable to the City executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section

INSTRUCTIONS TO BIDDERS

995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the City and the City may award the Contract to the next lowest responsive, responsible bidder, or may call for new bids.

13. SUBMISSION OF BIDS VIA EMAIL

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be emailed to the City at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via facsimile, or any other electronic means will be considered unless specifically authorized by City as provided herein.

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with City's designated methods for delivery.

14. DELIVERY AND OPENING OF BIDS

Bids will be received by the City at the address shown in the Notice Inviting Bids up to the date and time shown therein. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids via zoom meeting provided in NIB. The City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

15. WITHDRAWAL OF BID

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

16. BASIS OF AWARD; BALANCED BIDS

The City shall award the Contract to the lowest responsive, responsible Bidder submitting a responsive Bid. The City may reject any Bid which, in its opinion when compared to other bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

17. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the City. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

18. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

19. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment (Labor and Materials) Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

20. FILING OF BID PROTESTS

Bidders may file a “protest” of a Bid with the City’s **City Engineer**. In order for a Bidder’s protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific City staff determination or recommendation being protested;
- D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the City’s **City Engineer**, or other designated City staff member, shall review the basis of the protest and all relevant information. The **City Engineer** will provide a written decision to the protestor. The protestor may then appeal the decision of the **City Engineer** to the **City Manager**.

21. WORKERS COMPENSATION

Each bidder shall submit the Contractor’s Certificate Regarding Workers’ Compensation form.

22. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The City will retain ten percent (10%) of each progress payment as provided by

the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

23. PREVAILING WAGES

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at www.dir.ca.gov. Future effective prevailing wage rates which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates.

Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions, no contractor or subcontractor may be listed on a bid proposal for this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The DIR registration number for each contractor and subcontractor must be identified on the bid proposal - failure to identify this number could result in the bid being rejected as non-responsive. It is each bidder's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

25. PERFORMANCE BOND AND PAYMENT (LABOR AND MATERIALS) BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the City four identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and

satisfactory to the City. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Total Bid Price.

26. REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests **which may occur prior to the bid opening date.**

27. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

28. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

NAME OF BIDDER: _____

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT
20/21 (CIP R-03, R-04, & R-06)**

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following **BASE BID TOTAL BID PRICE**:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE		

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

**BASE BID
BID SCHEDULE**

**ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT
20/21 (CIP R-03, R-04, & R-06)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	TEMPORARY CONSTRUCTION SIGN	4	EA		
2	ROUT AND SEAL RANDOM CRACK	1	LS		
3	DIG OUTS	80,000	SF		
4	ARAM (3/8")	871,748	SF		
5	SLURRY SEAL, TYPE 2 (INCLUDES SLURRY OVER ARAM)	5,809,975	SF		
6	COLD MILL ASPHALT CONCRETE SURFACING (0.1' DEPTH)	845,381	SF		
7	EDGE MILL ASPHALT CONCRETE SURFACING	81,090	LF		
8	HOT MIX ASPHALT, TYPE C2-PG 64-10-R05	12,268	TN		
9	AC REMOVAL (Antonell)	16,300	SF		
10	UNSUITABLE MATERIAL (Antonell Export)	405	CY		
11	ROADWAY EXCAVATION (Antonell)	1800	CY		
12	CRUSHED AGGREGATE BASE (Antonell)	405	CY		
13	TRAFFIC STRIPPING AND PAVEMENT MARKINGS (in-kind replacement w/ current width requirements)	1	LS		
14	TRAFFIC STRIPPING, PAVEMENT MARKINGS, AND SIGNS (6 TH Street Separate plan)	1	LS		
15	PAVEMENT MARKERS	1	LS		
16	TRAFFIC LOOPS	77	EA		
17	CONCRETE REMOVAL (EXISTING RAMPS)	14,300	SF		
18	MINOR CONCRETE (CURB RAMP CASE A)	85	EA		
19	MINOR CONCRETE (CURB RAMP CASE B)	22	EA		

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
20	MINOR CONCRETE (CURB RAMP CASE F)	36	EA		
21	CURB RAMP DETECTABLE WARNING SURFACE	84	EA		
22	ADJUST RIM TO GRADE	52	EA		
PROJECT BASE BID SUBTOTAL:					

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____. If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

1. Addenda No. _____ thru _____
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.

6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Bidder 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.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

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 **ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT 20/21 (CIP R-03, R-04, & R-06)**.

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.

Portion of the Work	Subcontractor	Location of Business	% of the Work

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

DESIGNATION OF SUBCONTRACTORS

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

[**Indicate not applicable (“N/A”) where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: _____

2.0 Type, if Entity: _____

3.0 Bidder Address: _____

Facsimile Number

Telephone Number

4.0 License Information:

License No. Class of License Expiration Date

DIR Registration No.

5.0 How many years has Bidder’s organization been in business as a Contractor?

6.0 How many years has Bidder’s organization been in business under its present name? _____

5.1 Under what other or former names has Bidder’s organization operated?: _____

7.0 If Bidder’s organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President’s Name: _____

INFORMATION REQUIRED OF BIDDERS

6.4 Vice-President's Name(s): _____

6.5 Secretary's Name: _____

6.6 Treasurer's Name: _____

8.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

9.0 If other than a corporation or partnership, describe organization and name principals:

10.0 List other states in which Bidder's organization is legally qualified to do business.

11.0 What type of work does the Bidder normally perform with its own forces?

12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

INFORMATION REQUIRED OF BIDDERS

13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

14.0 List Trade References:

15.0 List Bank References (Bank and Branch Address):

16.0 Name of Bonding Company and Name and Address of Agent:

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person’s job title, name and percent of time to be allocated to this project:

2. Summarize each person’s specialized education:

3. List each person’s years of construction experience relevant to the project:

4. Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

NON-COLLUSION AFFIDAVIT

I, _____, being first duly sworn, deposes and says that he is _____ of _____ the party making the attached 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.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

CITY OF BEAUMONT

PUBLIC WORKS AGREEMENT

(NAME OF CONTRACTOR)

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective _____, 2019, by and between the City of Beaumont, a municipal corporation (“CITY”), and NAME OF CONTRACTOR (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the _____ (**project**) (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated ___, 2020, and CONTRACTOR’s Bid in response to the Invitation, dated ___, 2020, are attached hereto as Exhibits :A” and “B”, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule, attached hereto as Exhibit “C” and incorporated herein by this reference. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

PUBLIC WORKS AGREEMENT

III. THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of \$_____.

IV. PROGRESS PAYMENTS

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

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

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,

PUBLIC WORKS AGREEMENT

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.

- B. CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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 Indemnitees 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 Indemnitees 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

PUBLIC WORKS AGREEMENT

CONTRACTOR from indemnifying the Indemnitees 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 sub-limits 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

PUBLIC WORKS AGREEMENT

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 (Insert Name) whose title is (Insert Title) is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- | | |
|--|---|
| <input type="checkbox"/> Notice Inviting Bids | <input type="checkbox"/> Information Required of Bidder |
| <input type="checkbox"/> Scope of Work Summary | <input type="checkbox"/> Construction Services Agreement |
| <input type="checkbox"/> Information for Bidders | <input type="checkbox"/> Certificate Regarding Worker's |
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Compensation |
| <input type="checkbox"/> Non-Collusion Affidavit | <input type="checkbox"/> Drug-free Workplace Certification |
| <input type="checkbox"/> Site Visit Certification | <input type="checkbox"/> Plans and Specifications |
| <input type="checkbox"/> Faithful Performance Bond | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> Labor and Materials Payment Bond | <input type="checkbox"/> Drawings |
| <input type="checkbox"/> General and Supplemental Conditions | <input type="checkbox"/> Change Orders |
| <input type="checkbox"/> Special Conditions | <input type="checkbox"/> Shop Drawing Transmittals |
| <input type="checkbox"/> Project Construction Schedule | <input type="checkbox"/> Contractor's Certificate Regarding |
| <input type="checkbox"/> Proposed Subcontractors | <input type="checkbox"/> Non-Asbestos Containing Materials |
| <input type="checkbox"/> Bid Bond | |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XVII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

SIGNATURE PAGE TO

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)**

CITY:

CITY OF BEAUMONT

By: _____
Mike Lara, Mayor

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____
Steven Melman, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)

EXHIBIT "A"

CITY'S INVITATION FOR BIDS

DATED _____

(Insert behind this page.)

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)

EXHIBIT “B”

CONTRACTOR’S Bid

DATED _____

(Insert behind this page.)

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)

EXHIBIT “C”

Project Construction Schedule

(Insert behind this page.)

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 **ANNUAL CITYWIDE STREET REHABILITATION AND MAINTENANCE PROJECT 20/21 (CIP R-03, R-04, & R-06)** (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.

PERFORMANCE BOND

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.]

PERFORMANCE BOND

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2019.

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 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.

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 _____, 2020_ 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

PAYMENT (LABOR AND MATERIALS) BOND

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.

PAYMENT (LABOR AND MATERIALS) BOND

GENERAL CONDITIONS

GC01. 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 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 General Manager, 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 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 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.

GENERAL CONDITIONS

- 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.

GC02. 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. Instructions to Bidders
 9. Notice Inviting Bids
 10. Contractor’s Bid Forms
 11. Greenbook Standard Specifications (Sections 1-9 Excluded)
 12. Standard Plans
 13. Reference Documents

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

GENERAL CONDITIONS

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.

GC03. 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.

GC04. 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

GENERAL CONDITIONS

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.

GC05. 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.

GC06. 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

GENERAL CONDITIONS

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.

GC07. 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.

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- d. Data required to substantiate requests for substitutions of an “or equal” material, process or article 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.

GC08. 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.

GC09. 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.

GENERAL CONDITIONS

- 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.

GC10. 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.

GC11. 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.

GC12. 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.

GC13. 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.

GC14. 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.

GC15. 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.

GC16. 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.

GC17. 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.

GC18. 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.

GC19. 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.

GC20. 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.

GC21. 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.

GC22. 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.

GC23. 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

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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.

GC24. 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.

GC25. 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.

GC26. 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.

GC27. 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.

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- 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.

GC28. 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.

GC29. INSPECTOR'S FIELD OFFICE

- a. The Contractor shall be responsible for providing the inspector's field office. The Office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, and a fax machine at Contractor's expense.
- b. A table satisfactory for the study of plans and two chairs shall be Provided by Contractor. Contractor shall Provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

GC30. 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.

GC31. 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 Engineer:

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- 1) Powered Vehicles
- 2) Construction Equipment
- 3) Loading and Unloading Vehicles
- 4) Domestic Power Tool.

GC32. 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 certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of 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.

GC33. 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.

GC34. 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.

GC35. 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.

GC36. 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.

GC37. 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.

GC38. 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.

GC39. 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

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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.

GC40. 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.

GC41. 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.

GC42. 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 Risk 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 Risk 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

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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.

GC43. 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 Documents. 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 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

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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.

GC44. 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.

GC45. 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.

GC46. 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 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 (35) 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.

GC47. 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.

GC48. 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:

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- 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.
 - iv. 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.

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- 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.

GC49. 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.

GC50. 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.

GC51. 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.

GC52. 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.

GC53. 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.

GC54. 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

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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.

GC55. 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.

GC56. 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

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before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

GC57. 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.

GC58. 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.

GC59. 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.

GC60. 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.

GC61. 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.

GC62. 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.

GC63. 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.

GC64. 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.

GC65. 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.

GC66. 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.

GC67. 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.

GC68. 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.

GC69. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

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TP01. NOTIFICATION OF RESIDENTS AND BUSINESSES

The Contractor shall provide notice of the work, in person and with printed notification (in English and Spanish language), at least ten (10) working days prior to commencing construction activities, to all agencies, firms, institutions, postal service, residents, Transit Authorities, schools, stores, utilities and waste disposal service providers fronting or affected by the work. Additional printed notification (in English and Spanish language) shall be given not less than forty-eight (48) hours prior to performing any work which will restrict property access, close or partially close the street, or which will restrict or disallow street parking. All schools and churches shall receive seven (7) working days notification prior to performing any work which will restrict property access.

The Contractor shall coordinate with the school district for pick-up and drop-off of school children, with the transit authority for the pick-up and drop off of riders, with waste collection/disposal service providers, with the US postal service to ensure delivery of mail, and with churches for weekly or special activities.

The printed notices shall contain a general description of the work to be done and the date that the work is to be done. The notices shall also include a statement that parking will be restricted as called for on the "NO PARKING" signs to be posted along the street. All public notices must be reviewed and approved by the Resident Engineer prior to its distribution.

The Contractor shall also post printed "NO PARKING-TOW AWAY" signs at one-hundred-foot (100') maximum spacing along each side of the affected street for forty-eight (48) hours prior to the commencement of the street improvement work. The Contractor shall document the day, date and time the "NO PARKING" signs were posted. Posting of signs on trees and utility poles will not be allowed.

The signs shall contain the day, date, hours and vehicle code section reference that parking will be prohibited on that particular street, CVC 22651L and CVC 22654D. Signs that prohibit or restrict parking shall be removed immediately upon completion of work in the restricted or prohibited area.

The printed notices and the "NO PARKING" signs shall be furnished by the Contractor.

Payment: Full compensation for compliance with the preceding requirements shall be considered as being included in the various Contract items in the bid schedule and no additional compensation will be allowed therefor.

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TP02. SOUND REQUIREMENTS

Sound control shall conform to General Conditions Article 25 and the provisions in Section 3-12.2, "Noise Control," of the Standard Specifications and these special provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dBA at a distance of 50 feet. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Payment: Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

TP03. TRAFFIC CONTROL

Traffic controls, including but not limited to, vehicular and pedestrian traffic controls, maintenance of vehicular and pedestrian access through work areas, detours, and street closures shall be in accordance with these Technical Provisions, Special Provisions; Traffic Control Plans; California MUTCD, Part 6, Temporary Traffic Control, Caltrans adopted 2014; the current "Work Area Traffic Control Handbook"; and Subsection 7-10, of the current "Standard Specifications for Public Works Construction," including all its subsequent amendments. Nothing in the Special Provisions shall be construed as relieving the Contractor from its responsibility to provide for the safety and convenience of traffic and the public during construction.

In the event of conflict, the order of precedence shall be as follows:

1. Special Provisions
2. Traffic Control Plans
3. California Manual on Uniform Traffic Control Devices, Part 6, Temporary Traffic Control, Caltrans adopted 2014.
4. Work Area Traffic Control Handbook. (WATCH)
5. Standard Specifications

Traffic Control shall be in accordance with the following Special Provisions:

1. All streets shall remain open to through traffic at all times except when street closure is approved by the Engineer. The Contractor shall make provisions to allow local traffic access to the closed streets. The local traffic consists of, but is not limited to, residences, church congregations, farmers, post offices, meter readers, trash pickup, school buses,

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and emergency vehicles. The Contractor shall provide a smooth travel way and either a flagger and/or signing to direct traffic.

2. The Contractor shall be responsible for the preparation of Traffic Control Plans as necessary for the work. The Traffic Control Plans shall be signed and stamped by a California Registered Traffic Engineer and transmitted to the City for approval no later than fourteen (14) calendar days prior to the scheduled commencement of work. Comments and corrections shall be returned to the Contractor within five (5) working days. The Traffic Control Plans shall conform to the requirements listed in these Technical Provisions; California MUTCD Part 6, Temporary Traffic Control; the Work Area Traffic Control Handbook; and the Standard Specifications.
3. All traffic controls and safety devices, equipment and materials, including but not limited to cones, channelizers, delineators, flashing warning lights, barricades, high level warning devices (telescoping flag trees), flags, signs, markers, portable barriers, temporary railing (Type-K), temporary fencing, flashing arrow signs, changeable message sign, markings, and flagging equipment shall be provided and maintained in "like new" condition.
4. The Contractor shall furnish and properly install, construct, erect, use and continuously inspect and maintain, twenty-four (24) hours per day, seven (7) days per week, which includes holidays, all said devices, equipment and materials and all temporary and permanent pedestrian and driving surfaces as necessary to provide for the safety and convenience of, and to properly warn, guide, control, regulate, channelize and protect the vehicular traffic, pedestrian traffic, project workers, and the public throughout the entire limits of the work activity and beyond said limits as necessary to include areas affecting or affected by the work, from the date of Notice to Proceed to the completion and acceptance of the work.
5. High-level warning devices (telescoping flag trees) are required at all times for work being performed within the roadway unless otherwise specifically approved by the Engineer.
6. All barricades shall be equipped with flashing warning lights, and all traffic cones shall be no less than 711 mm (28") in height, except that shorter cones, 305 mm (12") minimum height, may be permitted during striping maintenance operations where the only function of the cone is to protect the wet paint from the traffic.
7. The entire area of orange and white stripes for barricades shall be Type I, engineering grade, or Type II, super engineering grade, retro-reflective sheeting conforming to the requirements of ASTM Designation: D 4956-95.
8. Type III barricades, no less than 1.83 m (6') in length and equipped with two (2) Type "N" markers each and two (2) portable flashing beacons each, shall be used to close streets, except as otherwise specifically approved by the Engineer for minor maintenance work of no more than one (1) working day's duration, on weekdays, or on holidays only,

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and limited to the hours between 8:30 a.m. and 3:30 p.m. Said barricades shall be placed across the full roadway at each point of closure with the distance between barricades, or between barricades and curbs, not exceeding 3' except that one (1) 11' wide gap between barricades shall be provided at the center of the street. Barricades to the right of the street's center, facing the inbound vehicular traffic, shall also be equipped with one (1) R11-2, "Road Closed" sign, one (1) R11-4, "Road Closed to Thru Traffic," sign, and a Type P warning sign.

9. Channelizers shall be surface mounted type and shall be furnished, placed and maintained at the locations shown on the Plans or as approved by the Engineer, and shall conform to the provisions in Subsection 12-3.07, "Channelizers," of the State of California Standard Specifications and these Special Provisions.
10. When no longer required for the work as determined by the Engineer, channelizers (except channelizers to be left in place), and underlying adhesive used to cement the channelizer bases to the pavement, shall be removed. Removed channelizers and adhesive shall become the property of the Contractor and shall be removed from the site of work.
11. Reflectorized (both sides) temporary self-adhesive markers, 100mm (4in) wide, shall be applied to unstriped pavement surface before opening the travel way to public traffic. Reflectorized temporary yellow markers shall be used for to delineate the centerline to separate opposing traffic. Reflectorized temporary white markers shall be used to delineate lanes of travel and placed in 600mm (24in) intervals transverse to the road to delineate stop bars and limit lines.
12. The reflectorized temporary markers shall be removed the same day the first coat of striping has been placed on the pavement. The removal of the markers shall be done such a way that the pavement is not damaged.
13. Except as otherwise approved by the Engineer, two-way vehicular traffic shall be maintained at all times within two (2) 11' wide lanes on streets having an effective roadway width of 44' or more with restricted parking. Other streets of lesser widths may be reduced to one (1) 12' wide lane with work activity being limited to one side at a time, and the one-way vehicular traffic being maintained at all times by properly trained and experienced flaggers. All lane closures shall have flashing arrow signs to provide additional, high level, advanced warning.
14. No reduction of the traveled way width shall be permitted on any City street before 9:00 a.m. or after 3:30 p.m., on weekends or holidays, or when active work is not being done, unless otherwise approved by the Engineer.
15. Properly trained and experienced flaggers shall be provided to direct traffic when said traffic is to be interrupted, when two-way traffic is to be reduced to one-way traffic, and at other such times as is necessary to safely pass traffic through or around the work area and when so directed by the Engineer.

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16. Vehicular access to occupied residential property may be restricted on weekdays, other than holidays, between the hours of 8:30 a.m. and 3:30 p.m. while essential work activity is taking place only upon approval by the Engineer and providing the Contractor gives the property owner or resident at least forty-eight (48) hour advance written and oral notice.
17. Convenient and safe pedestrian access to schools, churches, occupied residential and business property shall be maintained at all times. Access to mailboxes shall be maintained at all times such that the postal delivery service is not interrupted. Trash pick-up services shall not be interrupted. Access to vacant and unused property may be restricted when approved by the Engineer. Both vehicular and pedestrian access shall be maintained at all times to all other property except as otherwise specifically authorized in writing by the Engineer.
18. Vehicular access to business, school and church driveways shall be maintained at all times during construction.
19. Traffic control and safety devices and equipment being used that becomes damaged, destroyed, faded, graffitied, encrusted, soiled, misplaced, worn out, inoperative, lost, or stolen shall be promptly repaired, refurbished, or replaced. Traffic control and safety devices and equipment being used, that are displaced or not in an upright position from any cause, shall be promptly returned or restored to their proper position.
20. An unobstructed view of all signs and warning devices including, but not limited to, stop signs, stop ahead signs, street name signs, and other regulatory, warning and construction signs, markers, and warning devices shall be maintained at all times. All speed limit signs shall be black on white with signs at either end of the project notifying the motoring public that fines are doubled in construction zones. No trucks or other equipment or materials shall be stopped, parked, or otherwise placed so as to obscure said signs, markers and devices from the view of the vehicular and pedestrian traffic to which it applies.
21. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall yield to said public traffic at all times, except where the traffic is being controlled by police officers, fire officers, properly trained and experienced flaggers, or at traffic signalized intersections.
22. Stockpiling or storage of materials on any public right-of-way or parking area will not be allowed without the specific written permission of the Engineer. Materials spilled along or on said right-of-way or parking area shall be removed completely and promptly. All stockpile and storage areas shall be maintained in a safe, neat, clean, and orderly condition, and shall be restored to equal or better than original condition upon completion of the work.

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23. On projects involving work on, closure of, or partial closure of existing streets, and where vehicular access to the abutting property must be restricted, the work shall be so selected, arranged and scheduled that the person(s) requiring access to said abutting property and residents along said streets affected will be able to park within a reasonable distance of not more than 500' from their homes or destination. In addition, no two adjoining streets shall be closed at the same time, except as otherwise approved by the Engineer. Residents must be given written notice of such restrictions a minimum of 48 hours in advance.
24. When work has been completed on a particular street or has been suspended or rescheduled, and said street is to be opened to vehicular traffic, all equipment, "NO PARKING" signs, other obstructions, and unnecessary traffic control devices and equipment shall be promptly removed from that street, except as otherwise approved by the Engineer.
25. Should the Contractor be neglectful, negligent, or refuse, fail, or otherwise be unavailable to promptly, satisfactorily, and fully comply with the provisions specified and referred to herein above, the City reserves the right to correct or mitigate any situation, that in the sole opinion of the Engineer, constitutes a serious deficiency or serious case of noncompliance, by any means at its disposal at the Contractor's or permittee's expense, and shall deduct the cost therefore from the Contractor's progress or final payments. Such corrective action taken by the City shall not reduce or abrogate the Contractor's legal obligations and liability for proper traffic control and safety measures and shall not serve to transfer said obligations and liabilities from the Contractor to the City or the City's agents.
26. Streets determined to be major thoroughfares by the Engineer shall undergo construction in stages, or as approved by the field inspector, to allow at least one 10 ft. wide traffic lane for each direction of travel at all times. The Engineer will approve street closures for construction, as necessary, based on the approved construction schedule.
27. Violations of any of the above Provisions or provisions of the referenced publications, unless promptly and completely corrected to the satisfaction of the Engineer, shall, at the sole discretion of the City, be grounds for termination of the Contract, or shut down or partial shutdown of the work, without compensation to the Contractor or permittee, or liability to the City, all as prescribed by contractual obligation or State law, whichever is applicable.

EXCEPTION: Contractor may not work on a street that is in front of a school between the hours of 7:00 AM and 3:30 PM. Monday through Friday unless written authorization is given by the City Engineer. All streets abutting a school ground can only be worked on during weekends.

Payment: Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

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TP04. WATER POLLUTION CONTROL

Throughout the term of this contract, the total soil disturbance area of the project site shall be less than 1 acre. The Contractor shall comply with the Area-Wide Municipal Stormwater Permit NPDES No. CAS 618033, hereafter referred to in this section as the “Municipal Permit”, issued by the California Regional Water Quality Control Board (CRWQCB) – Santa Ana Region. This Permit regulates both stormwater and non-stormwater discharges associated with Contractor’s construction activities. A copy of the Permit may be obtained on the internet at: <http://www.waterboards.ca.gov/santaana/>

The Contractor shall comply with the requirements of the Municipal Permit, and all other applicable federal, state and local laws, ordinances, statutes, rules, and regulations concerning water pollution control.

The WPCP shall include Fact Sheets for all selected project BMPs.

Contractor’s Water Pollution Control Program (WPCP) shall be prepared by a Qualified SWPPP Developer in accordance with Section 3, “Preparing a Water Pollution Control Program (WPCP)”, of the Caltrans Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual (June 2011), which is available as a free download from: <http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>

WATER POLLUTION CONTROL MEASURES

- A. Work having the potential to cause water pollution shall not commence until the Contractor’s WPCP has been reviewed and approved by the Engineer. The Engineer’s review and approval of the Contractor’s WPCP shall not waive any contractual requirements and shall not relieve the Contractor from achieving and maintaining compliance with all federal, state, and local laws, ordinances, statutes, rules, and regulations. A copy of Contractor’s WPCP shall be maintained onsite. When the WPCP or access to the construction site is requested by a representative of a federal, state, or local regulatory agency, Contractor shall make the WPCP available and Contractor shall immediately contact the Engineer. Requests from the public for the Contractor’s WPCP shall be directed to the Engineer.

- B. Contractor’s WPCP shall describe the Contractor’s plan for managing runoff during each construction phase. Contractor’s WPCP shall describe the Best Management Practices (BMPs) that will be implemented to control erosion, sediment, tracking, construction materials, construction wastes, and non-stormwater flows. BMP details shall be based upon California Stormwater Quality Association’s (CASQA) California Stormwater Quality BMP Handbook Subscription Portal (<http://www.cabmphandbooks.com>) or the Caltrans Construction Site BMP Manual <https://dot.ca.gov/programs/construction/storm-water-and-water-pollution-control/manuals-and-handbooks>
 Contractor’s WPCP shall describe installation, operation, inspection, maintenance, and monitoring activities that will be implemented for compliance with the Municipal Permit and

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all applicable federal, state, and local laws, ordinances, statutes, rules, and regulations related to the protection of water quality.

- C. The Contractor's WPCP preparer shall have been trained to prepare WPCPs or SWPPPs and shall have previous experience with preparing SWPPP or WPCP requirements on a previous project.

The Contractor shall designate a Water Pollution Control Manager that shall have been trained to implement WPCP or SWPPP requirements. Contractor's Water Pollution Control Manager shall:

1. Be responsible for all water pollution control work.
2. Be the Engineer's primary contact for all water pollution control work.
3. Have the authority to mobilize resources (crews, supplies, equipment, etc.) to make immediate repairs of water pollution control measures or to supplement water pollution control measures to maintain compliance with all federal, state, and local laws, ordinances, and regulations related to the protection of water quality, including the Municipal Permit.

The WPCP shall contain all required and applicable certifications and evidence of training for the Water Pollution Control Manager, WPCP Developer, and all other employees working on the project receiving formal training or certification.

- D. Water Pollution Control Training: Contractor shall provide water pollution control training to Contractor's employees and subcontractors prior to their performing work on the work site. The water pollution control training shall be appropriate to the employee or subcontractor function and area of responsibility and shall address (as applicable):

1. Erosion Control (water and wind)
2. Sediment Control
3. Tracking Control
4. Materials & Waste Management
5. Non-Stormwater Discharge Management
6. Run-on and Run-off Control

- E. Monitoring and Reporting: Observations and inspections conducted by the Contractor's Water Pollution Control Manager shall be documented on the Construction Site Inspection Checklist included in Contractor's WPCP. A copy of each completed Construction Site Inspection Checklist shall be submitted to the Engineer within 24 hours of conducting the inspection

General Requirements:

In the event the City incurs any Administrative Civil Liability (fine) imposed by the CRWQCB – Santa Ana Region, the State Water Resources Control Board, or EPA, as a result of Contractor's failure to fully implement the provisions of "Stormwater and Non-Stormwater Pollution Control", the Engineer, may, in the exercise of his sole judgment and discretion, withhold from payments otherwise due Contractor a sufficient amount to cover the Administrative Civil Liability including City staff time, legal counsel, consultant support costs and all other associated cost.

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The Contractor shall be responsible for all costs and for any liability imposed by law as a result of the Contractor's failure to comply with the requirements set forth in "Water Pollution Control", including but not limited to, compliance with the applicable provisions of the Caltrans Handbooks, Municipal Permit, Federal, State, and local regulations. For the purpose of this paragraph, costs and liabilities include, but not limited to, fines, penalties, damages, and costs associated with defending against enforcement actions whether taken against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Act.

Within fifteen (15) working days after the award of the contract, the Contractor shall submit two (2) copies and one pdf file of the WPCP to the Engineer for review and approval. The Contractor shall allow ten (10) working days for the Engineer to review the WPCP. If revisions are required as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within three (3) working days of receipt of the Engineer's comments and shall allow ten (10) working days for the Engineer to review the revisions. The Contractor shall submit four (4) copies of the approved WPCP and one pdf. file to the Engineer prior to notice to proceed. The Contractor must have an approved WPCP prior to the notice to proceed.

Unless otherwise directed by the Engineer or specified in these Special Provisions, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work.

The Engineer may withhold progress payments or order the suspension of construction operations without an extension of the contract time, if the Contractor fails to comply with the requirements of "Water Pollution Control" as determined by the Engineer.

All BMP repairs shall be implemented by the Contractor within 72 hrs of notification by engineer.

Payment: Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

TP05. MOBILIZATION

Mobilization shall conform to General Conditions, Article 45 and the following:
Mobilization shall consist of preparatory work and operations, including, but not limited to those necessary for the movement of personnel, equipment, supplies and incidentals to the project site and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

De-mobilization shall consist of the completion of all final construction and administrative work required to secure the project for termination and acceptance by the Engineer, including, but not limited to the following:

TECHNICAL PROVISIONS

1. Satisfactory completion of Finishing Roadway;
2. Removal of all temporary facilities, construction office, temporary utilities, temporary BMPs, plant, equipment, surplus material, construction debris and similar from project limits and adjacent property, as required and as directed by the Engineer;
3. Restoration of all temporary roads and haul routes and construction storage and office areas, etc. to original or better condition;
4. Completion of record of drawings (as-built), to the satisfaction of the Engineer;
5. Submission of final certified payroll documents to the Engineer;
6. Completion of the requirements of permits issued by other agencies;
7. Satisfactory completion of all other contractually and legally required construction and administrative items of work.

Payment: Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

TP06. TEMPORARY CONSTRUCTION SIGN

The Contractor shall install a temporary construction sign at the project limits, as approved by the Engineer.

Project signs shall conform to the following requirements:

- Outside sign dimensions shall be 4' x 8'; material shall be 3/4" marine grade plywood substrate painted white both sides and edges, or approved equal, with 1" wide black border
- Printing shall be black, except city logo, using latex or eco solvent UV inhibited ink
- City will provide "initial proof" layout in digital format. Contractor shall provide "final proof" layout for Public Works approval.
- Contractor shall provide photo of actual sign to city for approval prior to installation
- Contractor shall install signs at project site at locations approved by engineer
- Sign shall be securely mounted on 2 - 4"x4" wood posts set 5'(min) into stable earth. Sign shall be 18" (min) clear of vehicular and pedestrian travel ways. Bottom of sign shall be 7' (min) above finished grade.
- Contractor shall be responsible to maintain sign in good condition, graffiti free, for the duration of the project and at the completion of the project shall remove the sign and posts, restore area to pre-existing condition, and deliver sign to the Public Works Department.

Payment: Full compensation for project signs shall be made at the contract amount for each sign, and shall include full compensation for, but not limited to, furnishing all labor, materials, tools, equipment, and incidentals, for doing all work involved and no additional compensation will be allowed therefor.

TP07. CONSTRUCTION SURVEY AND MONUMENT PRESERVATION

TECHNICAL PROVISIONS

Construction Survey, Staking and Monument Preservation includes qualified personnel, equipment, and supplies required for, but not limited to Project control, grading, paving, tie out of all centerline monuments, replacement of disturbed monuments, and additional items included in the contract documents.

The Contractor shall employ engineers or surveyors to perform adequate surveys and staking necessary to construct the work to the proper lines and grades. Reconstructed asphalt concrete surfaces shall have a cross slope between 1.5% and 3.5%. New curb & gutter shall have a minimum slope of 0.5%. Grade breaks must be spaced a minimum 25' apart and be no greater than 0.25%. Copies of the field notes, cut sheets or diagrams used in setting stakes shall be promptly furnished to the Engineer.

The contractor will be responsible to provide pre and post-construction corner records for the City to file with Riverside County.

Payment: Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

TP08. CONSTRUCTION WATER

The Contractor shall obtain construction water from Beaumont Cherry Valley Water District. Temporary construction water meters are available from the District. These meters will require the Developer/Contractor make application at the District offices and pay all the required deposits/fees.

Payment: Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

TP09. PAVEMENT PREPARATION FOR ALL WORK

Work shall consist of preparing the existing bituminous pavement to receive any of the designated treatments and shall include, but not be limited to, weed killing, pothole repair and surface preparation as required in the Standard Specifications and these Special Provisions. The existing AC pavement exposed after cold milling shall be evaluated by Engineer and Contractor to determine extent of crack sealing and pothole repair.

Weed Killing:

Work shall consist of killing and removing weeds and other organic materials from the existing cracks, joints and random cracks in bituminous surfaces and the adjacent curbs and gutters.

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Contractor shall spray all weeds in cracks, crevices and potholes with Monsanto brand Roundup (or approved equal) in accordance with the manufacturer's instructions a minimum of fourteen (14) calendar days prior to crack sealing work. All weeds shall be re-sprayed if rain occurs within 48 hours after application. The herbicide mixture shall contain Blazon, or approved equal, a purple dye to easily confirm the herbicide has been applied. The Contractor shall remove any and all weeds that are growing through cracks from the project street located and growing within the pavement, between the concrete gutter and the pavement and in the curb and gutter to the back of curb. The contractor shall take additional care when spraying adjacent to landscape areas to assure that no overspray occurs behind the curb.

Payment for weed killing/herbicide application and weeds removal shall be included in the price paid for other items of work and shall include full compensation for all labor, tools, materials, equipment, disposal of loose materials and incidentals for doing work involved and no separate or additional compensation will be allowed therefor.

Crack Sealing:

Refer to separate item for crack sealing.

Pothole Repair:

Work shall consist of cleaning and permanently repairing existing potholes in bituminous pavement beneath the areas receiving any surface treatment. For mill areas, potholes shall be assessed after milling operations. Voids in the surface of existing bituminous pavement greater than 1 inch and extending deeper than 1 inch shall be filled prior to receiving pavement treatment. Prior to Contractor placing surfacing materials Contractor shall fill or repair all potholes.

Pothole is the replacement of lost bituminous material only. Repairs shall be made where potholes are existing.

Potholes with no dimension larger than 16 inches in any direction or more than 4 inches deep may be repaired by replacing lost material with AC (HMA), D1-PG64-10 per 203-6.4 and placing such material per section 302-5 all of the Standard Specifications, except AC may be manually deposited, distributed and spread. Alternatively lost material may be replaced with "Perma-Patch", or approved equal, repair material as supplied by Perma-Patch, Inc. 6123 Oakleaf Ave Baltimore, MD 21215 and placed per manufacturer's directions. All pothole edges shall be cleaned back to sound bituminous material and pothole cleaned thoroughly as described above for crack sealing. Replaced material shall be compacted to a uniform smoothness and 95% density, level with surrounding pavement, per section 302-5.6 of the Standard Specifications by use of self-propelled roller or vibratory plate compactor.

Payment for repairing potholes in this manner shall be included in the price paid for other items of work and shall include full compensation for furnishing all labor, traffic control, materials, tools, and equipment, and incidentals for, cleaning and routing cracks, disposal of loose materials, no separate or additional compensation will be allowed therefor.

TECHNICAL PROVISIONS

Removal of Existing Pavement Striping, Markings and Legends and Raised Pavement Markers:

Contractor shall remove all existing thermoplastic and painted pavement striping, markings and legends and raised pavement markers to a clean surface level with the adjacent pavement prior to construction of an AC overlay.

Payment for such removal shall be included in the price paid for other items of work and shall be full compensation for, but not limited to, furnishing all labor, materials, tools, equipment, and incidentals, for doing all work involved and no separate or additional compensation will be allowed therefor.

TP10. ROUT AND SEAL CRACKS

All cracks shall be filled with a rubberized asphalt material that has a minimum softening point temperature of 200° Fahrenheit and a safe heating temperature of 380° Fahrenheit, or as otherwise directed by the Engineer.

1. For cracks in size of 1/8 inch to 3/8 inch in width, the crack shall be widened using a router to form a sealant reservoir which is a minimum of 1/2 inch wide and 3/4 inch to 1 inch deep. The routed crack shall then be cleaned with hot compressed air to remove all dust and free moisture, and then sealed to service level. Pavement surfaces receiving the Chip seal will not require crack sealing for the crack size specified of 1/8 inch to 3/8 inch wide.
2. Cracks that are more than 3/8 inch but less than 3/4 shall be cleaned for the entire crack depth using sandblasting, brushing and hot air blowing techniques, as required to provide a crack free from all debris, dust, loose material and moisture. Gauging or plowing may be required to remove incompressible deep in the crack. The clean crack shall be filled with sealant, from the bottom up to surface level, in a manner which does not result in sealant bridging or entrapped air pockets. With deep cracks, settlement of sealant may occur, thus requiring application of a second layer of sealant material. For cracks with depressed surfaces on each side of the crack shall be over filled beyond level with pavement surface and then squeezed to fill in depressed area. No more than a 2" wide and 1/16" thick strip of material may be applied to the pavement surface. The crack seal for the specified width of 3/8 inch to 3/4 inch shall apply to all pavement surfaces
3. Cracks wider than 3/4 inch and potholes shall be cleaned using sandblasting or other cleaning technique approved by the Engineer. The cracks and/or potholes shall then be filled with pea-gravel size hot mix asphalt concrete as directed by the Engineer. Filling cracks and potholes shall apply to all pavement surfaces
4. No slurry or ARAM material shall be placed until after the crack seal and/or fill material has been in place for a minimum of five (5) calendar days.
5. Where cracks form a raised lip, ripple, or ridge the crack shall be routed or milled to remove the raised portion.
6. For mill areas, the crack seal shall be performed after the milling and prior to the placement of an ac overlay.

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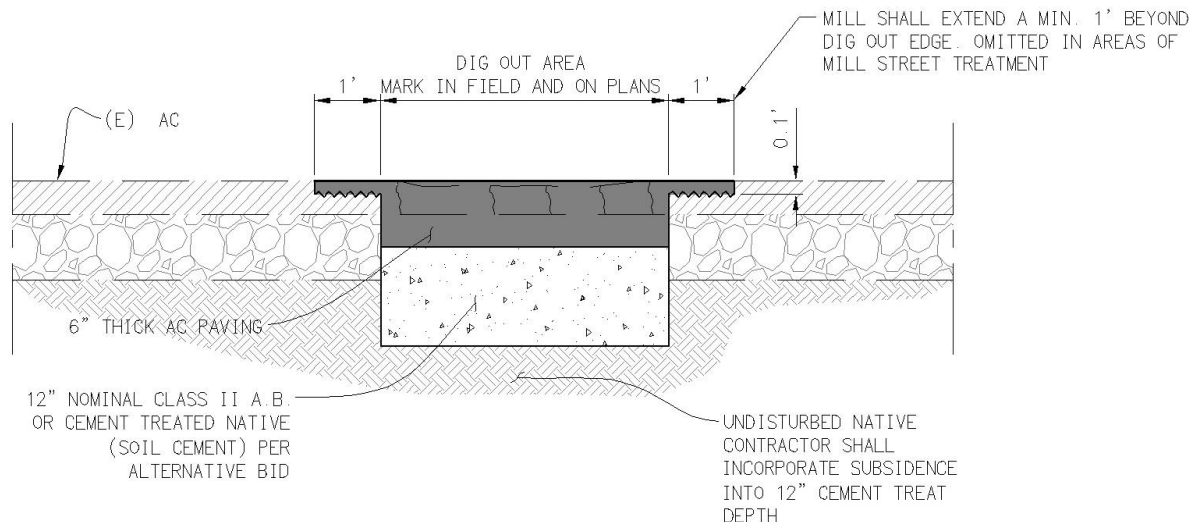
Payment: Full compensation for crack treatment will be paid per lump sum and shall include full compensation for all the work performed including crack cleaning, crack filling, as specified in the these technical Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

TP11. DIG OUTS

The inspector and Engineer are to field verify each asphalt dig out location. All asphalt dig-out areas are to be field marked by the inspector and approved by the engineer.

Upon identification of the dig out locations, the contractor shall be responsible for;

1. grinding or full depth saw cutting and excavating the existing pavement/base/subgrade to a minimum of eighteen inches (18") below the treatment method surface. No additional compensation will be made for excavation beyond the 18".
2. Cold milling all edges of digout area a minimum of 12" beyond edge a depth of 0.1'.
3. Placement of 12" of crushed aggregate base per section 200-2.2.2 of the Greenbook placed per section 301-2 of the Greenbook. The contractor shall notify the inspector for any areas unable to meet compaction requirements.
4. Placement of 6" of asphaltic concrete per Hot Mix Asphalt technical provision. If the area will receive an overlay, the minimum thickness shall not include the overlay thickness. Sides at all patching locations shall be tack-coated immediately prior to placement of asphalt concrete.



DIGOUT DETAIL

NOT TO SCALE

Payment: Full compensation for fixing pavement failures in this manner shall be made at the contract unit price paid per square foot for dig outs, and shall include full compensation for, but not limited to, furnishing all labor, materials, tools, equipment, and incidentals, for doing all work involved.

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TP12. ASPHALT RUBBER AND AGGREGATE MEMBRANE (ARAM)

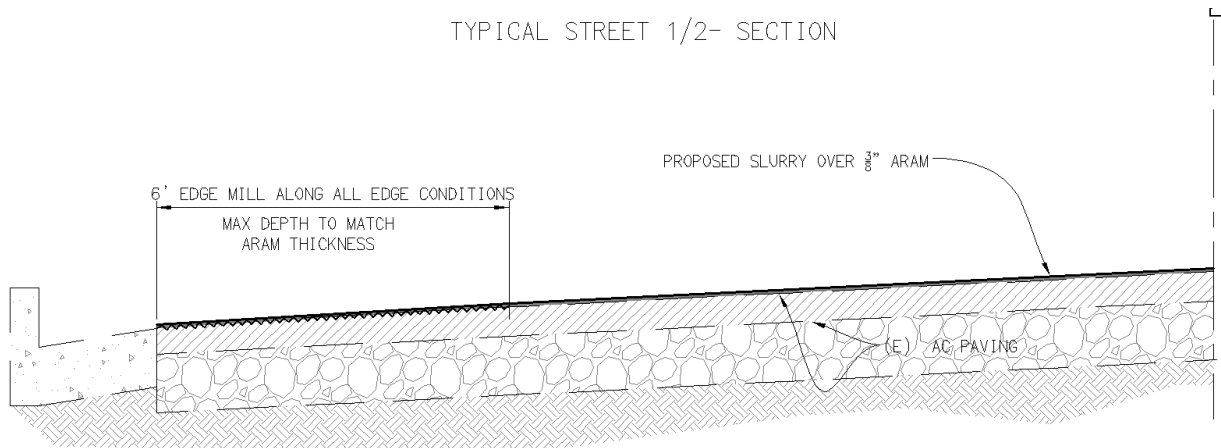
~~ARAM shall be in conformance with section 302-11 “Asphalt Rubber and Aggregate Membrane”, section 203-12 “Asphalt Rubber and Aggregate Membrane (ARAM), and section 302-10 “Asphalt Rubber and Aggregate Membrane (ARAM)”~~, and all subsequent sections of the Standard Specifications.

Cul-de-sacs, up to the beginning of the curb radius, stop points and other areas as designated, shall have a modified asphalt rubber binder applied pursuant to the application rates set forth in these specifications, modified with a polyethylene polymer additive added to the asphalt rubber binder between 2 percent and 4 percent by weight of the asphalt rubber binder.

The modified asphalt rubber binder shall have a Performance Grade (PG) rating of between 88 and 94. The modified asphalt rubber binder specified above is subject to the provisions of United States Patent No. 9,828,505 B2.

Pavement heaters shall be utilized after cover aggregate application and before rolling on all surfacing receiving the modified asphalt rubber binder to ensure complete embedment and adhesion of the cover aggregate to the modified asphalt rubber binder. In no event, shall the surface temperature of the cover aggregate and modified asphalt rubber binder be heated to above 275°F. ←

Type 2 slurry seal shall be applied to ARAM a minimum of five days after initial placement of ARAM. Final sweeping of ARAM shall occur prior to slurry.



Payment: Full compensation for ARAM shall be made at the contract unit price paid per square foot and shall include full compensation for furnishing all labor, materials, tools, and equipment, and for doing all the work involved, complete in place, and no additional compensation will be allowed therefor.

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Compensation for slurry seal shall be made per separate slurry seal bid item.

TP13. SLURRY SEAL

Slurry seal shall be performed in accordance with sections 203-5 and 302-4 “Emulsion-Aggregate Slurry,” of the Standard Specifications and the following provisions:

Slurry over ARAM shall be applied at the application rate of 15lbs/yd² minimum and 18lbs/yd² maximum.

Materials:

Emulsion aggregate slurry shall be Type II. Emulsified asphalt shall be CQS-1h.

Subsection 203-5.4.2, “Materials” of the Standard Specifications is modified as follows -

- (2) Admixtures, such as Portland Cement or aluminum sulfate may be mixed into the slurry material to adjust the curing time such that the applied slurry can support vehicular traffic within 2 hours.
- (5) Use of slag shall not be permitted.
- (6) Deliveries of aggregate and emulsion shall not be made without the Engineer present.

Modify the first paragraph of Subsection 203-5.2, “Mix Design,” of the Standard Specifications to include the following:

The Contractor shall provide materials for verification of the Mix Design. Periodically throughout the project, at the direction of the City Engineer, the City’s Consultant will perform further testing as necessary to provide assurance of the Mix Design. The cost of the initial Mix Design testing and periodical testing will be borne by the City.

If the Contractor changes sources of material, i.e. aggregate and/or oil, a new Mix Design shall be resubmitted. The cost of all Mix Design retest and testing as a result of changes to the Mix Design shall be borne by the Contractor, and the amount due to the City for said retesting will be deducted from the Contractor’s Progress Payments.

Prior to a change of emulsion, the Contractor shall thoroughly clean all emulsion tanks and mixing units to prevent any chemical reaction between the two emulsions.

The latex additive shall be Ultra Pave 65 K (for cationic) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two and a half (2.5) parts to one-hundred (100) parts of emulsion by volume (or 2.5%).

Stockpile:

TECHNICAL PROVISIONS

Prior to the beginning of slurry operations, the Contractor shall furnish, at no cost to the City, current licensed weigh master's certificates indicating the net weight capacity of the aggregate bin.

Prior to storing aggregate on private property, the Contractor shall submit to the Engineer written permission from the property owner for such stockpiling.

Precautions shall be taken to ensure that stockpiles do not become contaminated with oversized rock, clay, silt, or excessive amounts of moisture. The stockpiles shall be kept in areas that drain readily. Segregation of the aggregate will not be permitted.

The stockpile areas shall be thoroughly cleaned of all excess material and left in a neat, orderly appearance upon completion of slurry operations in any area.

Application:

The pavement surface shall be cleaned by sweeping, flushing, or other means necessary to remove loose particles of paving, dirt, aggregate, and any other extraneous materials. This must be performed to the satisfaction of the Engineer before any slurry seal material is placed; including the placement of slurry seal test strips.

Surface oil and grease shall be removed prior to the application of the slurry seal.

Subsection 302-4.3, "Continuous-Flow Mixers," of the Standard Specifications shall be revised to include the following:

All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or granular Aluminum Sulfate.

Transit mix trucks shall not be used.

The slurry shall be applied in such a manner that no ripples or waves exist. If ripples or waves occur in the slurry during the application, the work shall cease and the Contractor shall correct the situation. The Contractor may use a drag to knock down ridges. If ripples or waves are not corrected to the Engineer's satisfaction, the street shall be reslurried at the Contractor's expense.

No slurry seal shall be placed on a wet street or crossing without the Engineer's consent.

Intersections and commercial driveways shall be completed in two parts to allow ingress and egress to traffic. Sand may be spread over the fresh slurry only with the permission of the Engineer.

The Contractor shall be required to work around all existing utility facilities and to seal up to the edge of such facilities. Slurry shall not be applied over any manhole, valve, survey monument, or

TECHNICAL PROVISIONS

miscellaneous frames and covers. It shall be the Contractor's responsibility to cooperate with the owner of the facility and to place protective covering over, or to otherwise avoid slurry seal coating of manholes, utility covers, concrete gutters, concrete cross gutters, and drainage facilities, and survey monuments. Any material used to protect such devices shall be removed and disposed of lawfully by the Contractor.

All thermoplastic pavement striping, markings, legends and raised pavement markers (reflective and non-reflective) shall be removed prior to construction slurry seal.

Rubber Tire Rolling - Rolling shall be performed with two complete coverages by a 12-ton nine-wheel rubber tired roller with a tire pressure of 50 psi. Rolling shall be performed after slurry and as soon as it sets up enough to support the roller and not pick up on the tires.

Areas of shade on the pavement that set up more than 10 minutes later than other areas shall be rolled separately, but as soon as they set up sufficiently to meet the requirements herein. Insufficient rubber-tire rollers to meet these requirements shall be cause for termination of slurry operations until rolling can keep pace with slurry spread.

Contractor shall sweep the streets for two (2) consecutive days after the application of the slurry. A third and final sweeping shall be done five to eight days after the slurry is complete. Residual material picked up from the sweepings shall be removed to a legal disposal site.

The Contractor shall protect the wet slurry from traffic at all times and if damaged or defaced, the Contractor shall repair said damage at no additional cost to the City.

The placement of slurry seal may be suspended with the concurrence of the Engineer due to unsuitable weather, temperature conditions, or other conditions that are considered unfavorable for the prosecution of the work. The Contractor shall immediately comply with the order of suspension by the Engineer, and work shall not be resumed until authorized by the Engineer.

The days during which the suspension of work is in effect due to unsuitable weather shall not be considered working days and the date of completion shall be extended to allow for work and notification. In the event of a suspension of work, the Contractor shall remove all barricades, equipment and "No Parking" signs (if appropriate) upon the curing of the completed portion of slurry. No adjustment of unit prices of any items shall be allowed due to a suspension of work as described above.

It is anticipated that nuisance water, such as storm water runoff and irrigation water, will run in and across the right-of-way at various time throughout the period of construction. It shall be the responsibility of the Contractor, at its own expense, to provide for and protect the work from such water.

In addition, the Contractor's responsibility shall include handling nuisance waters such that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of work.

TECHNICAL PROVISIONS

The Contractor shall, at the direction of the Engineer, repair or reseal to the entire street, or complete section thereof, as determined by the Engineer, which have not been sealed properly (includes areas that have failed to meet yield and mix design specifications) and completely. No compensation will be provided for slurry seal used in repair and reseal work.

The start and finish of slurry application shall be a straight line which, unless otherwise approved by the Engineer, shall be obtained by laying a strip of building paper or other material approved by the Engineer on the pavement surface. After application of slurry, the paper is to be removed leaving a straight edge. The entire street surface area shall be sealed the same day.

The Contractor shall sweep any raveled material on the street one (1) week after the initial placement. If the Engineer determines the raveling is excessive, the frequency of sweeping shall be adjusted to the field conditions of the raveling. If raveling continues within two (2) weeks of the initial placement, the street shall be swept and re-slurry sealed at no cost to the City. Raveling can be identified by the presence of "black pebbles" in the gutter.

Payment: The contract unit price bid per square foot for the item "Slurry Seal, Type 2" shall include full compensation for all labor, tools, equipment, loading, hauling, disposing of materials, import of material, compaction and incidentals for doing work involved. Adjustment of compensation will be made for any increase or decrease in the quantities at the stipulated unit price.

TP14. COLD MILLING ASPHALT CONCRETE SURFACING

For the areas of existing asphalt pavement to be removed by cold milling, the cold milling work shall be in accordance with section 404, "Cold Milling," of the Standard Specifications and these Special Provisions and to a minimum depth as stated on the plans.

Add to Subsection 404-2, "Milling Machine," of the Standard Specifications the following:

At least two full time flag persons shall be assigned to the milling machine for traffic control when working on streets that are open to traffic.

If the milling operations results in the further degradation of the payment, the Contractor shall not continue the milling progress until the Engineer can address the issue. If the contractor fails to stop, the contractor will be liable for the damaged milled pavement and replace the failed section at their expense.

Payment: The contract unit bid price paid per square foot for Cold Milling Asphalt Concrete Surfacing shall include full compensation for furnishing all labor, materials, tools, equipment, grinding, loading, hauling, recycling, providing recycling weight certification, reports, and incidentals, and for doing all work involved in cold milling asphalt concrete surfacing, and no additional compensation will be allowed therefor.

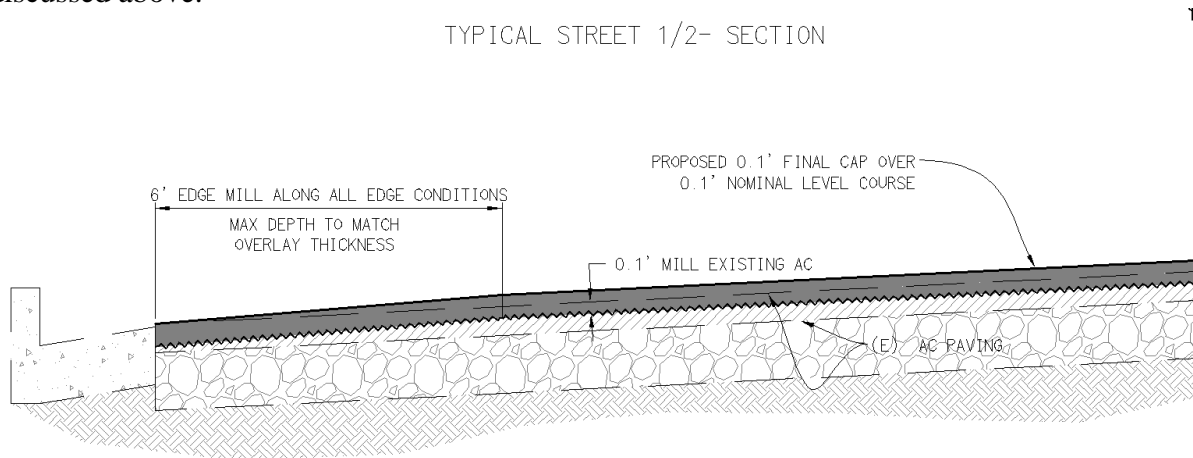
TECHNICAL PROVISIONS

TP15. EDGE MILLING ASPHALT CONCRETE SURFACING

Edge milling shall be performed in accordance with “Cold Milling Asphalt Concrete Surfacing”. Edge milling shall occur along all edges where overlay and ARAM will occur.

Milling depth at critical edges shall be adjusted to maintain a 3/8” lip from the finished surface of the proposed ac overlay to the critical edge. i.e. the ac surface shall not be greater the 3/8” higher than the edge of gutter.

Edge milling shall be six feet wide, and may taper from a zero-inch mill to the necessary depth discussed above.



MILL AND OVERLAY DETAIL
NOT TO SCALE

Payment: The contract unit bid price paid per linear foot for edge Milling Asphalt Concrete Surfacing shall include full compensation for furnishing all labor, materials, tools, equipment, grinding, loading, hauling, recycling, and incidentals, and for doing all work involved in edge milling asphalt concrete surfacing. Adjustment of compensation will be made for any increase or decrease in the quantities at the stipulated unit price.

TP16. HOT MIX ASPHALT

HMA shall conform to Green Book section 203-6, “Asphalt Concrete”. HMA shall be install/ placed in accordance with Green Book section 302-5, “Asphalt Concrete Pavement.”

Project Mix: C2-PG 64-10-R05

Payment: The contract unit bid price paid per ton for Hot Mix Asphalt shall include full compensation for all items of the work and all appurtenant work, including furnishing all materials, labor, equipment, tools and incidentals.

Full compensation for furnishing and applying emulsion (paint binder/ tack coat) shall be considered as included in the contract price paid for Hot Mix Asphalt.

TP17. AC REMOVAL (Antonell)

Existing asphalt concrete where shown on plans to be removed, shall be removed to full depth. Contractor may mill, pulverize, or breakup ac paving in accordance with all applicable codes and laws. The removed material shall be properly disposed. Contractor to protect existing mating surfaces. Any damage as a result of ac removal shall be repaired with no additional compensation.

Payment: The contract unit price bid per square feet for the item “AC REMOVAL” shall include full compensation for all labor, tools, equipment, loading, hauling, disposing of materials, import of material, compaction and incidentals for doing work involved. Adjustment of compensation will be made for any increase or decrease in the quantities at the stipulated unit price.

TP18. ROADWAY EXCAVATION (Antonell)

This work includes recompacting the subgrade to a nominal depth of 36-inches. Work shall be in accordance with Section 301-1 of the standard specifications.

Payment: The contract unit price bid per cubic yard for the item “ROADWAY EXCAVATION” shall include full compensation for all labor, tools, equipment, loading, hauling, disposing of materials, import of material, compaction and incidentals for doing work involved. Adjustment of compensation will be made for any increase or decrease in the quantities at the stipulated unit price.

TP19. UNSUITABLE MATERIALS (Antonell)

This work includes removing enough subgrade material to accommodate 8” of crushed aggregate base. Base shall be per a separate pay item. All material removed shall be disposed of in accordance to applicable codes and laws.

Payment: The contract unit price bid per cubic yard for the item “Unsuitable Material” shall include full compensation for all labor, tools, equipment, loading, hauling, disposing of materials, import of material, compaction and incidentals for doing work involved. Adjustment of compensation will be made for any increase or decrease in the quantities at the stipulated unit price.

TP20. CRUSHED AGGREGATE BASE (Antonell)

This work includes importing and placing 8” of crushed aggregate base in accordance with Section 200-2.2 and Section 301-1 of the standard specifications.

TECHNICAL PROVISIONS

Payment: The contract unit price bid per cubic yard for the item “CRUSHED AGGREGATE BASE” shall include full compensation for all labor, tools, equipment, loading, hauling, disposing of materials, import of material, compaction and incidentals for doing work involved. Adjustment of compensation will be made for any increase or decrease in the quantities at the stipulated unit price.

TP21. TRAFFIC STRIPING AND PAVEMENT MARKINGS

All traffic stripes and markings shall be thermoplastic. Application of thermoplastic traffic stripes (lane lines, centerlines) and thermoplastic pavement markings (word and symbol markings, limit lines, crosswalk, etc.) shall conform to the provisions in Section 84, "Pavement Markings," of the 2018 State Standard Specifications and these Special Provisions.

The Contractor shall layout and “cat-track” the alignment of the proposed striping at 15-foot intervals and “spot” the proposed pavement markings as called for on the Plans. Striping shall vary no more than 2 inches in 50 feet from the specified alignment. The Engineer may waive minor variations.

The Contractor shall not proceed with applying any thermoplastic pavement striping and markings until the Engineer has checked and approved the cat-tracking and spotting, and has authorized the Contractor to proceed.

All traffic striping shall be performed with a road liner type striping machine. Where the configuration or location of a traffic stripe is such that the use of a road liner type striping machine is unsuitable, thermoplastic may be applied by other methods and equipment approved by the Engineer. The Engineer shall determine if the road liner type striping machine is unsuitable for a particular use.

Except as otherwise noted on the Plans or as directed by the Engineer, all angle points, as shown on the striping Plans shall be painted as a smooth, tangent curve with a radius and length as approved in the field.

Temporary tape or reflective markers utilized for the purposes of interim delineation for centerline, lane lines, and crosswalk lines shall be placed to the side of the final striping pattern in such a way so that it will not interfere with the first coat of paint. All temporary tape and reflective markers applied for the purpose of interim delineation shall be removed by the Contractor at no additional cost to the City upon completion of the first coat of striping and prior to the final striping.

Stencils used for pavement markings must conform to the latest Caltrans approved Stenciling Standards.

Newly applied or existing striping or markings which are damaged as a result of the construction, including wheel markings by public traffic and the construction equipment, shall be replaced in

TECHNICAL PROVISIONS

kind, and any associated removals shall be performed as outlined in these Technical Provisions at the sole expense of the Contractor and no separate compensation will be allowed therefore.

Existing traffic striping and pavement markings that do not conform to the approved Plans shall be removed by wet sandblasting. Other methods may be requested by the Contractor, but shall be submitted in writing to the Engineer for approval. Blackout of existing traffic striping or pavement markings, which do not conform to the approved Plan, shall not be allowed.

Payment for all thermoplastic traffic striping, pavement markings, legends and markings shall be included in the contract lump sum price paid for Traffic Striping And Pavement Markings. Said payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in reestablishing all traffic stripes and applying thermoplastic pavement markings including establishing alignment for stripes, layout work, sandblasting all conflicting markings (including existing paint and thermoplastic on existing adjacent PCC gutters and spandrels), removing all conflicting raised pavement markers, and performing all work, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Technical Provisions and as approved by the Engineer, and no separate or additional compensation will be allowed therefor.

TP22. PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 82, "Signs and Markers," of the State of California Standard Specifications and these Special Provisions.

Certificates of compliance shall be furnished for pavement markers as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these Special Provisions.

Reflective pavement markers shall comply with the specific intensity requirements for reflectance after abrading the lens surface in accordance with California Test 669 specified for pavement markers placed in pavement recesses in Section 81-3.02C, "Reflective Pavement Markers," of the State of California Standard Specifications.

Non-reflective pavement markers shall conform to the requirements of the Section 85-1.02B, "Non-Reflective Pavement Markers," of the State of California Standard Specifications.

The bituminous adhesive used to install both reflective and non-reflective markers shall be a hot melt bituminous adhesive asphaltic material with homogeneously mixed mineral filler and shall conform to the requirements specified in Section 81-3.03B, "Hot Melt Bituminous Adhesive," of the Standard Specifications. Epoxy adhesive shall comply with Section 81-3.03C, "Epoxy Adhesive" of the Standard Specifications.

Reflective pavement markers shall be installed per the approved Plan unless otherwise approved by the Engineer. The composition of the material shall be such that its properties shall not deteriorate when heated to and applied at temperatures up to 425°F, using either air or oil jacketed melters.

TECHNICAL PROVISIONS

Reflective pavement markers shall be placed at locations as established by the applicable Caltrans striping detail noted on the approved striping Plan which includes, but is not limited to temporary painted line(s), new striping, or existing striping. There shall be one marker for each location. The Contractor shall perform all work necessary to establish satisfactory locations for markers.

The Contractor shall remove existing reflective pavement markers that do not conform to the plan.

Reflective pavement markers shall be of the prismatic reflector type (3M model white 290-W and yellow 291-2Y) as outlined in Subsection 81-3.02C, "Reflective Pavement Markers," of the State of California Standard Specifications.

In accordance with Public Contract Code Section 3400, the City has made all necessary findings, and hereby declares that the 3M brand product shall exclusively be supplied for use on this project in order to match other reflective pavement marker equipment already in use throughout the City. In addition, the 3M product is the only product that has been found to achieve sufficient retro reflectivity and durability performance. Therefore, no substitutions will be allowed.

Existing pavement markers (blue) designating location of the fire hydrants shall be replaced "in kind" and proposed pavement markers (blue) designating location of the fire hydrants shall be installed, where they previously existed, after the paving is completed.

Payment: The Contract lump sum price paid for Pavement Markers shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in removing and replacing in-kind raised pavement markers and the items specified herein and no additional compensation shall be allowed therefor.

TP23. ADJUST VALVE TO GRADE

For all existing water valve and gas valve covers and for utility vaults, the Contractor shall notify the owners to adjust their facilities to grade. The Contractor shall loosen all valve covers immediately after paving. The Contractor shall paint all water valve covers blue and all gas valve covers yellow.

Payment: Loosening valve covers after paving and painting the covers shall be included in the price paid for other items. No compensation is proposed for adjusting valves to grade.

TP24. ADJUST MANHOLE TO GRADE

Adjustment of storm drain/sewer manhole frames and covers to grade shall be in accordance with the plans and section 403 "Manhole Adjustment and Reconstruction" of the Standard Specifications and the agency or utility standards and policies that owns or has control of the manhole.

TECHNICAL PROVISIONS

The contractor is responsible for obtaining timely written approval from other applicable agencies that have jurisdiction over other manholes found within the work area.

In areas where AC leveling course, and/or AC over milled pavement is constructed the Contractor shall adjust manhole frames and covers to grade when the finished surface of the newly constructed pavement is greater than one-half (1/2) inch higher than the existing manhole frame.

Raised manhole rings and covers shall have a Type II barricade with two flashing lights placed over each manhole until it is paved.

After the pavement has been completed, the necessary portions of the sub-grade, base, and pavement shall be neatly removed, the structure built-up, and the manhole frame set to be backfilled with PCC concrete and Type III-C3-PG 64-10 asphalt concrete. The asphalt concrete shall be placed and compacted in a workmanlike manner to conform to the appearance of the surrounding pavement. The asphalt concrete shall be placed within two (2) days after the manhole ring and cover has been adjusted to final grade, unless otherwise approved by the Engineer.

Payment: Full compensation for adjusting manholes to grade shall be made at the contract unit price paid per each and shall include full compensation for furnishing all labor, materials, tools, and equipment, and for doing all the work involved, complete in place, and no additional compensation will be allowed therefor. Adjustment of compensation will be made for any increase or decrease in the quantities of manholes at the stipulated unit price.

TP25. CONCRETE REMOVAL

For ramp locations identified to receive a new ramp, the existing concrete ramp shall be removed and disposed of in accordance with applicable code and laws. After concrete is removed the affected area shall be graded and compacted to accommodate the proposed ramp. Any remedial grading shall be performed under this pay item.

Payment: The contract unit price bid per square feet for the item “CONCRETE REMOVAL” shall include full compensation for all labor, tools, equipment, loading, hauling, disposing of materials, import of material, compaction and incidentals for doing work involved. Adjustment of compensation will be made for any increase or decrease in the quantities at the stipulated unit price.

TP26. MINOR CONCRETE (RAMPS)

Preparation of subgrade for the concrete ramps shall be done in conformance with the requirements of section 73-1.03B Subgrade Preparation of the Standard Specifications.

Existing material resulting from the excavation of the subgrade shall be disposed of in accordance with applicable codes and laws.

TECHNICAL PROVISIONS

The contractor is responsible for meeting requirements of the Americans with Disabilities Act (ADA), the current edition of the California Building Code, and the draft and final versions of the Accessibility Guidelines for Pedestrian Facilities within the Public Right-of-way as published by the United States Access Board.

Construction of ramps shall include, but not be limited to, the following:

1. Removal and disposal of existing ramps, soil, base;
2. Establishing grades and assuring that all grades are met;
3. Perform all grading and compaction- including all required aggregate import, or import
4. All scoring and grooving;
5. Repair of existing asphalt and PCC surfacing including approach of access ramps to modify grade that must comply with ADA requirements;
6. Installing ½” wide expansion joints;
7. All landscaping if any, and related work to return the area to its original condition.

Payment: The contract unit price bid per each for the item “MINOR CONCRETE (RAMPS)” shall include full compensation for all labor, tools, equipment, loading, hauling, disposing of materials, import of material, compaction and incidentals for doing work involved. Adjustment of compensation will be made for any increase or decrease in the quantities at the stipulated unit price.

TP27. CURB RAMP DETECTABLE WARNING SURFACE

This work includes installing detectable warning surfaces on the curb ramps or as necessary to bring the ramp into compliance.

The curb ramp detectable warning surface shall be rigid polymer composite/fiberglass panel set into wet concrete for new ramps and shall be composite/fiberglass panels applied with adhesive and mechanical fasteners for existing ramps that are otherwise ADA -compliant.

The color of the detectable warning surface shall be yellow complying with the Federal Standard 595B, color No. 33538.

The manufacturer must provide a written 5-year warranty for detectable warning surface, guaranteeing replacement when there is a defect in the dome shape, color fastness sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

Payment: “CURB RAMP DETECTABLE WARNING SURFACE” for new ramps shall be considered as included with the contract unit price paid for the MINOR CONCRETE (RAMPS). For existing ramps the contract unit price bid per each for the item “CURB RAMP DETECTABLE WARNING SURFACE” shall include full compensation for all labor, tools, equipment, loading, hauling, disposing of materials, import of material, compaction and

TECHNICAL PROVISIONS

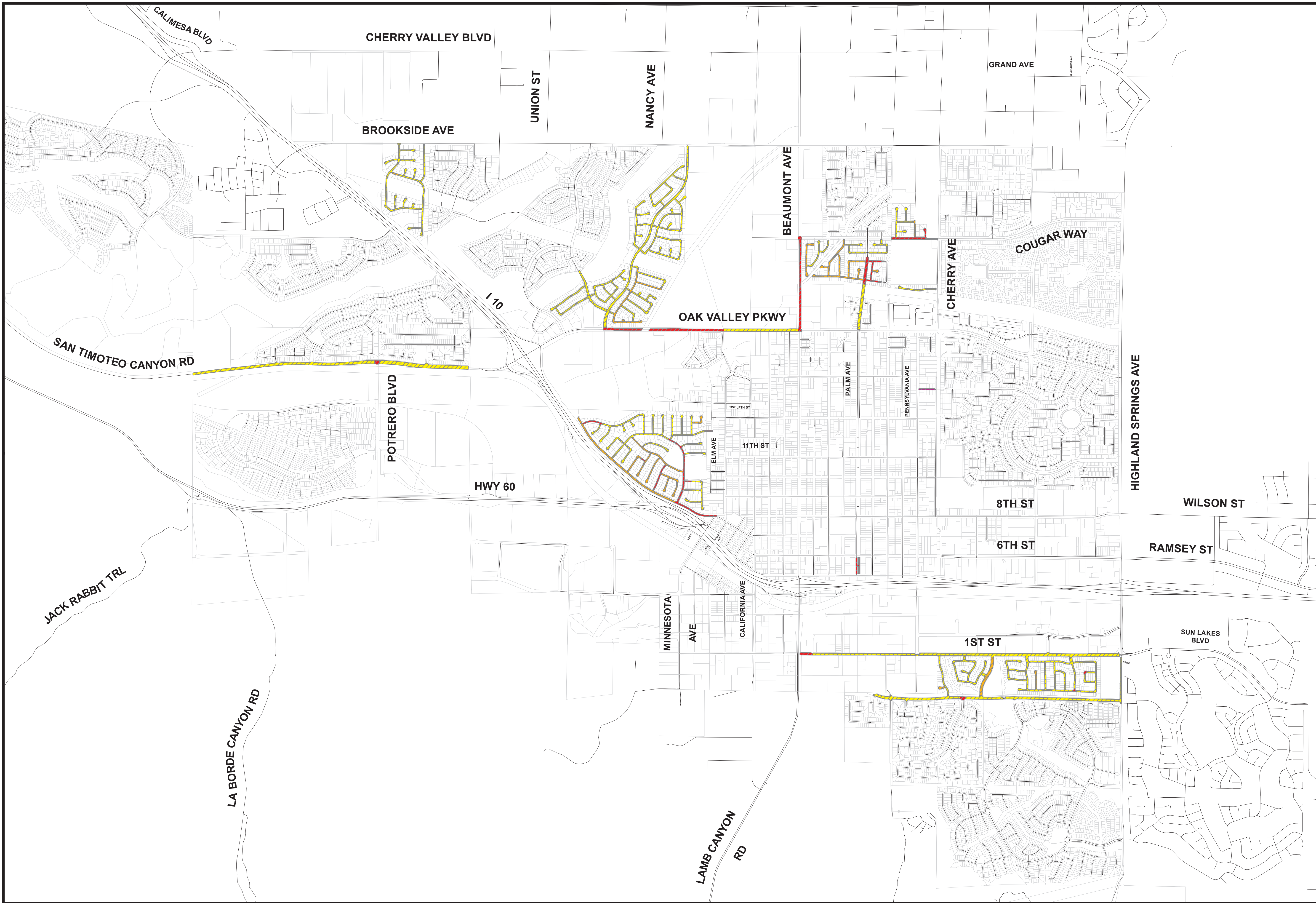
incidentals for doing work involved. Adjustment of compensation will be made for any increase or decrease in the quantities at the stipulated unit price.

TP28. GUARANTEE

In addition to guarantees required elsewhere, the contractor shall and hereby does guarantee all Work for a period of one (1) year after the date of acceptance of the Work by the City and shall repair and replace any and all such Work, together with any other work which may be displaced in so doing that may prove defective in workmanship and/or materials within the one (1) year period from the date of acceptance, without expense whatsoever to the City, ordinary wear and tear and usual abuse or neglect excepted. In the event of failure to comply with the above mentioned conditions within five (5) days after being notified in writing, the City is hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who shall pay the cost and charges therefore immediately upon demand.

APPENDIX A-CONSTRUCTION PLANS

TECHNICAL PROVISIONS

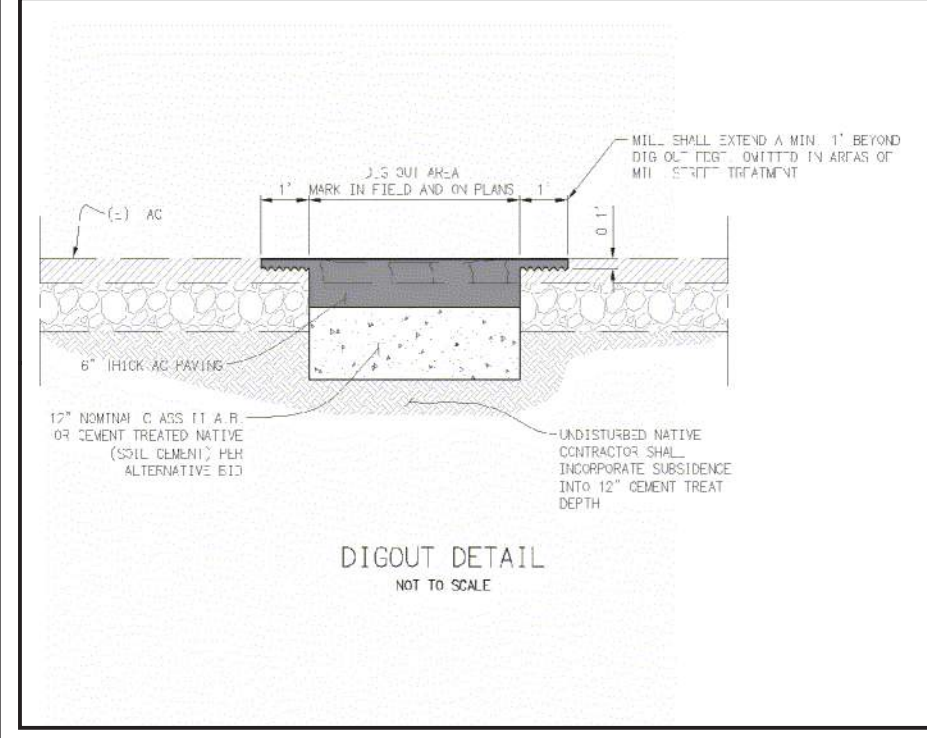
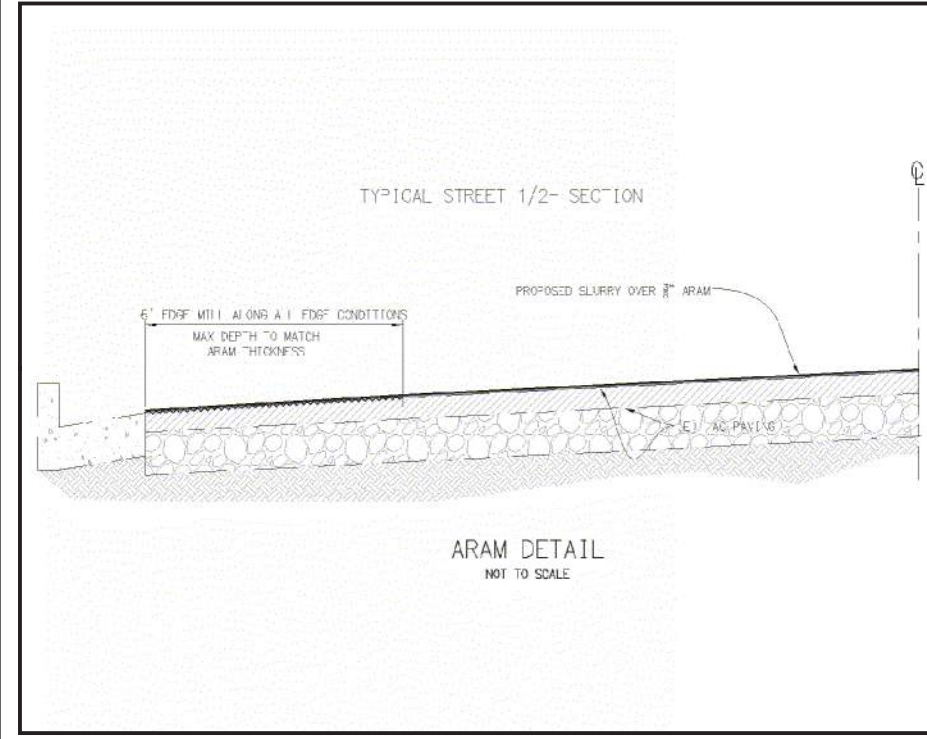
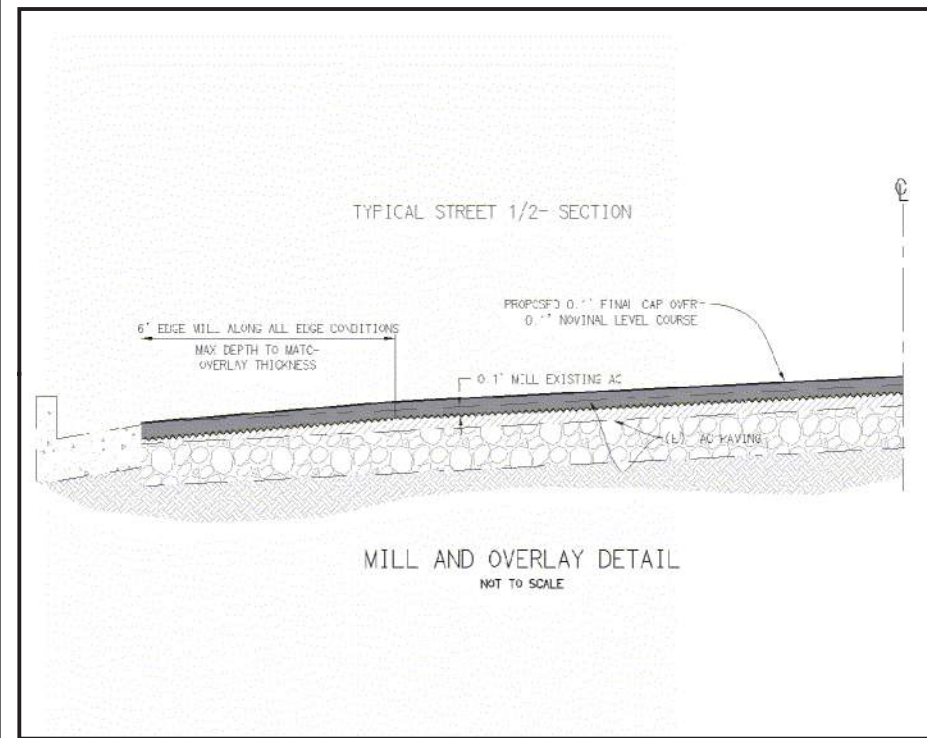


Legend

20/21 Annual Street Projects

Treatment Type

- Full-Depth R&R
- Mill & Overlay
- ARAM Cape Seal
- Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects
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STREET LIST

Table with columns: Street, From, To, Treatment Type, Perimeter (LF), Area (SF), Location. Lists various streets and their associated data.

STREET LIST

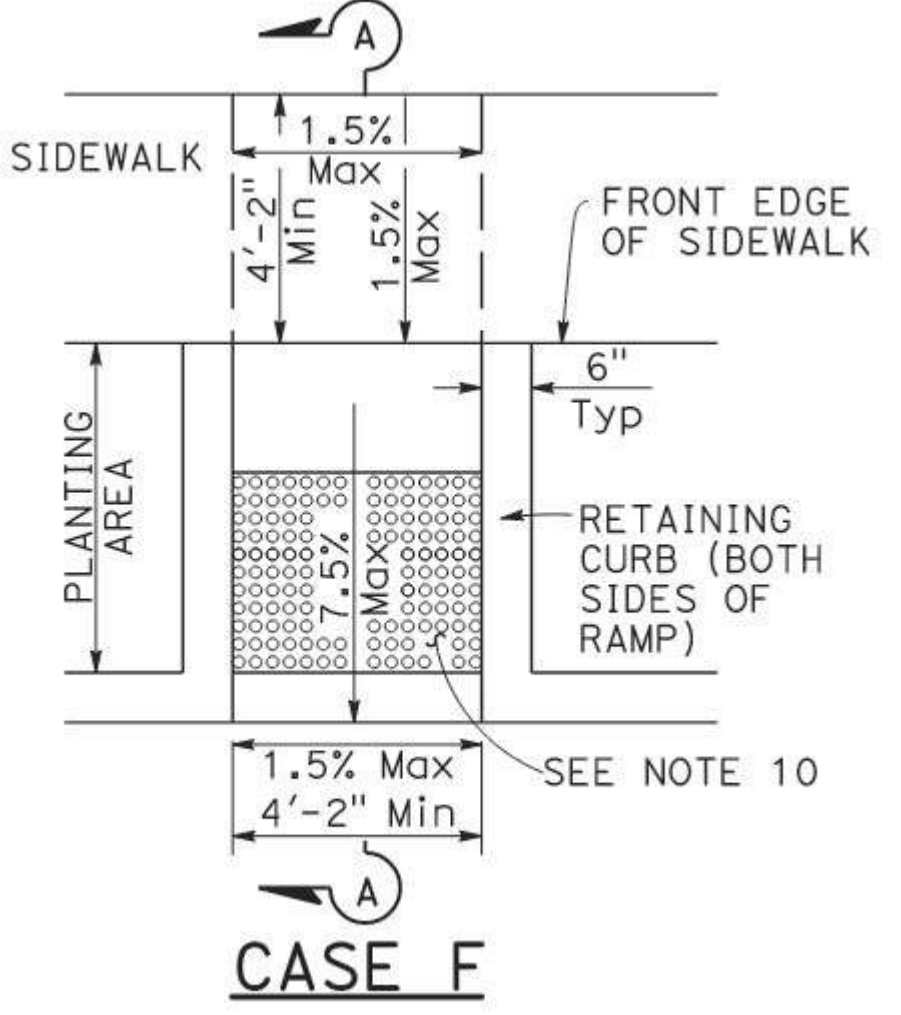
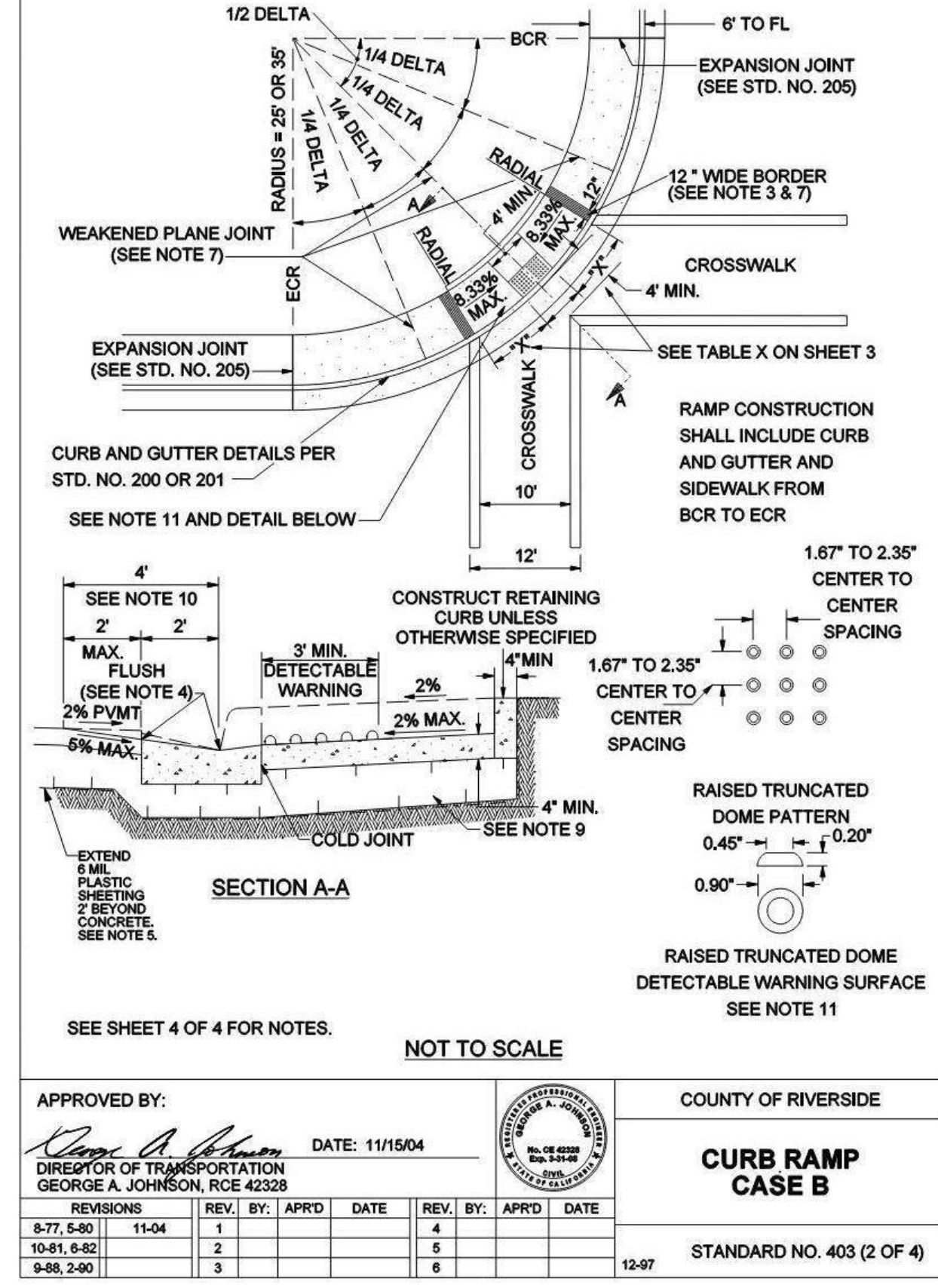
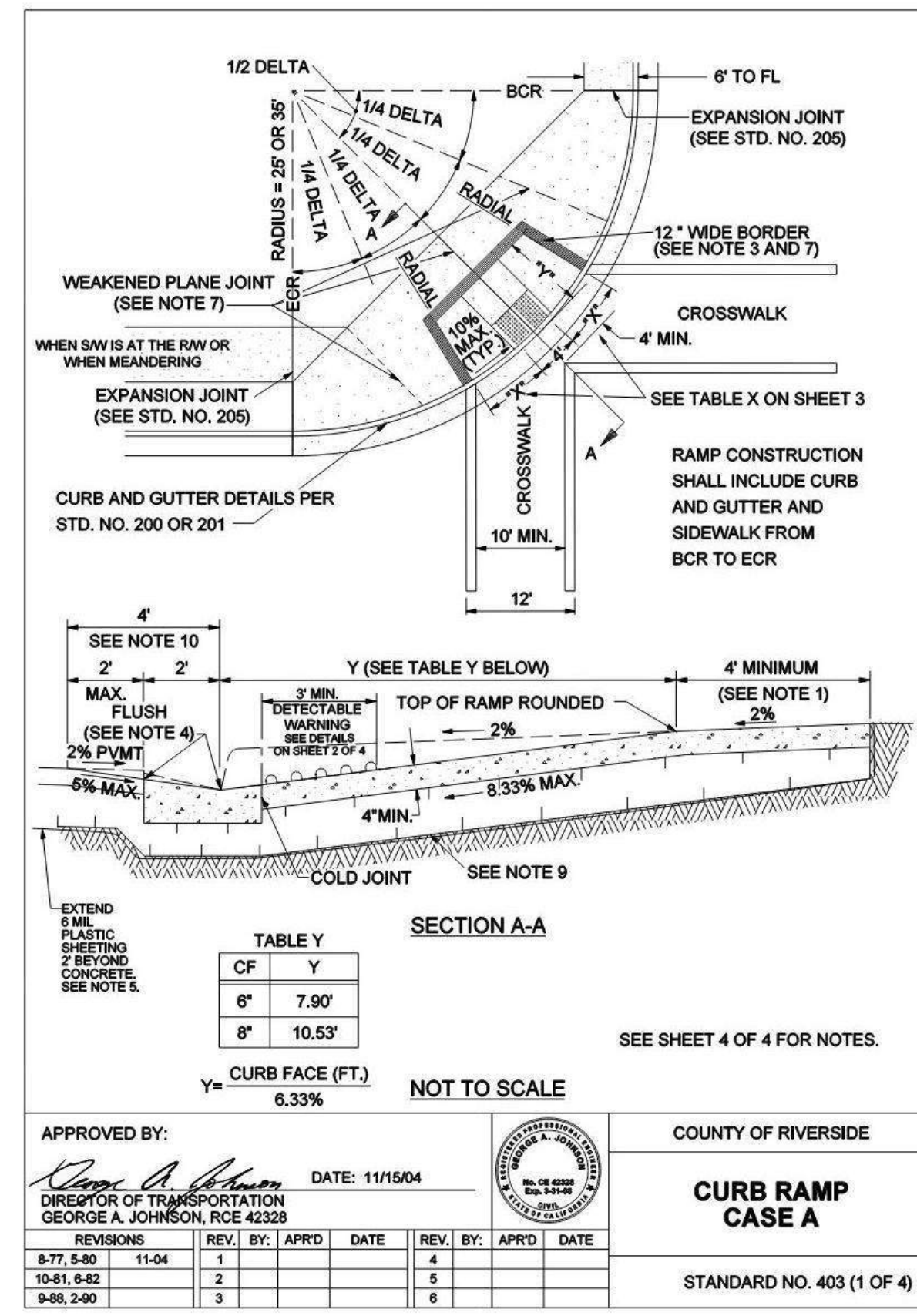
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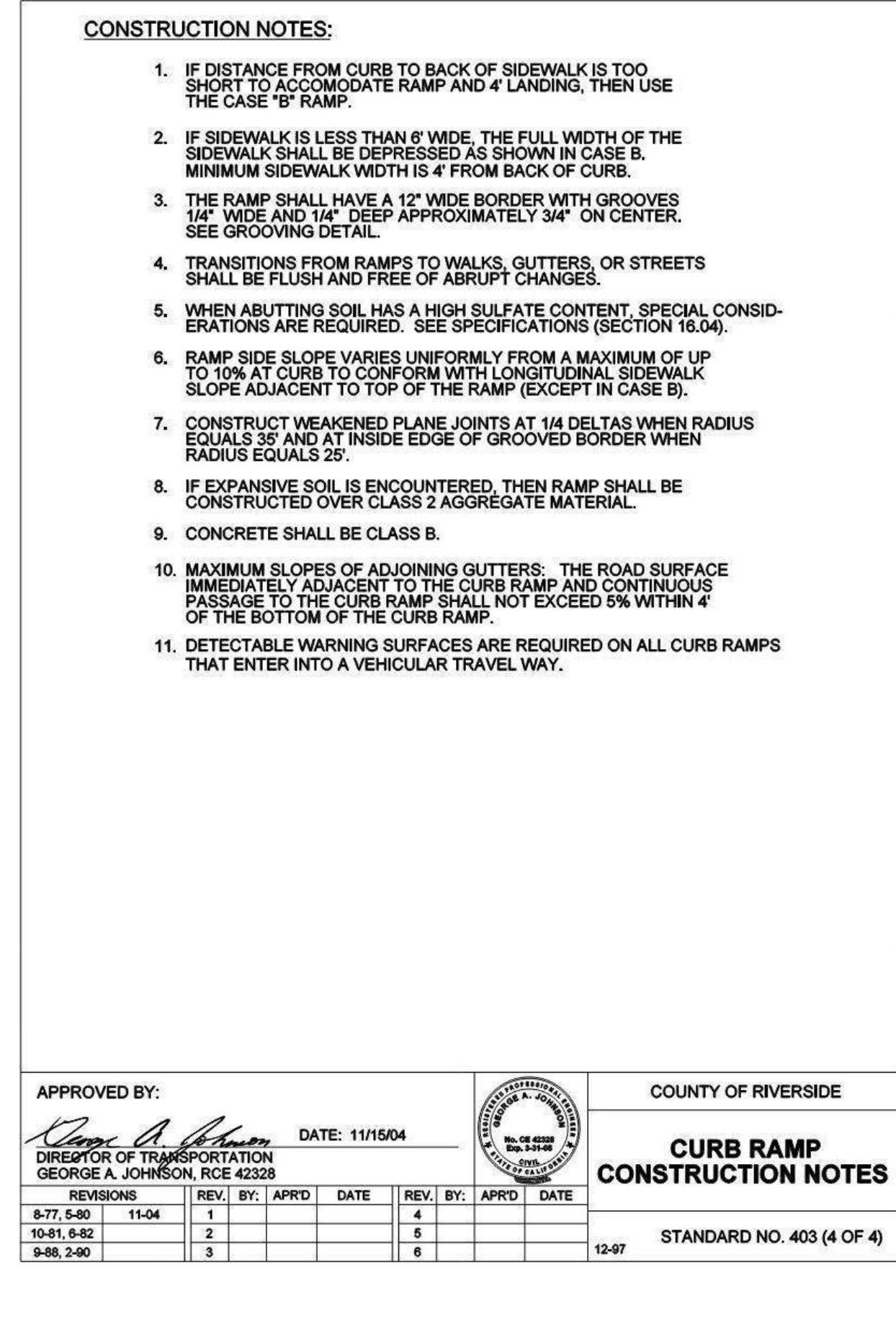
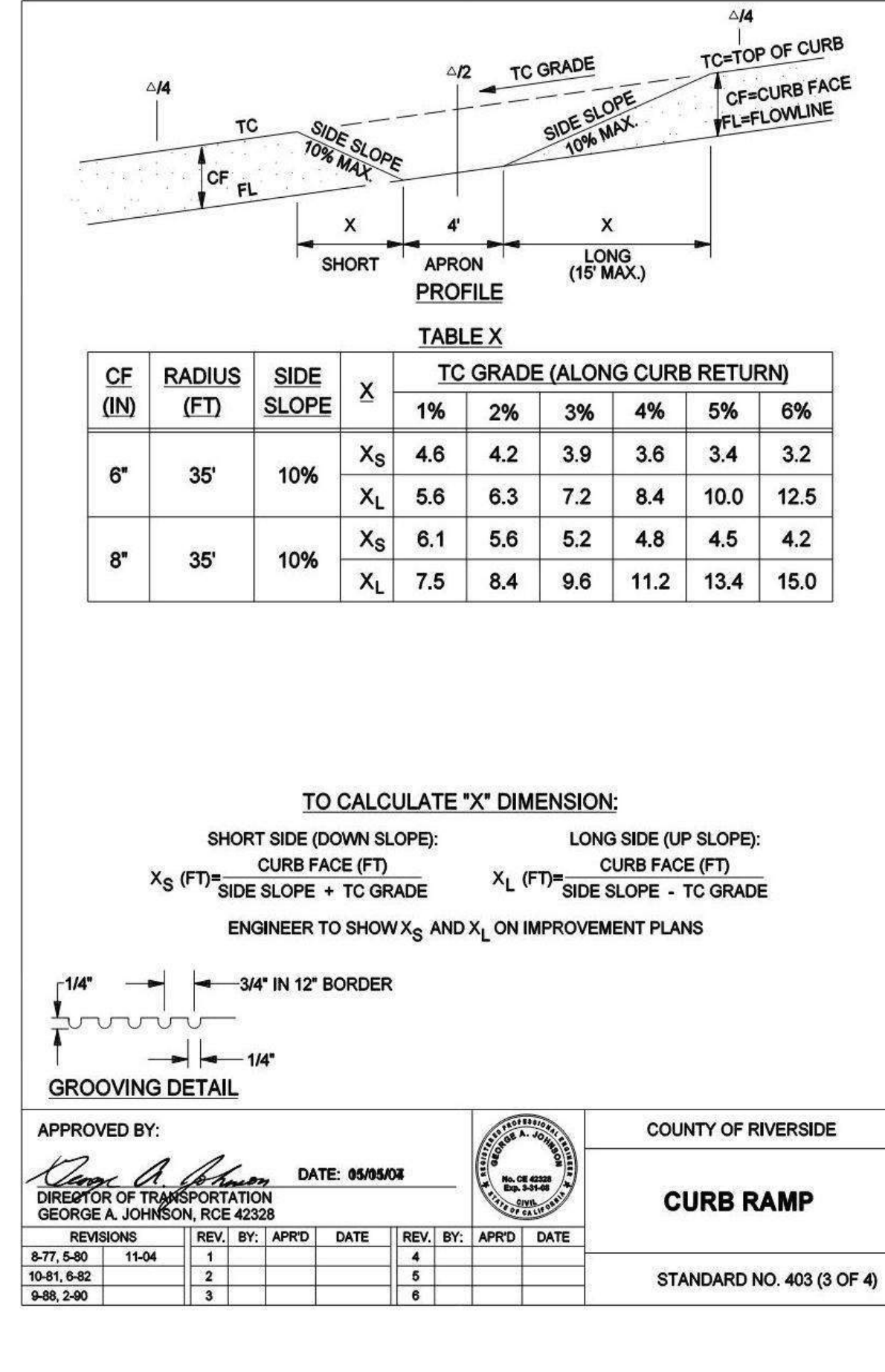
Table with columns: Street A, Street B, Corner, Type. Lists street intersections and curb ramp types.

CURB RAMP LIST

Table with columns: Street A, Street B, Corner, Type. Lists street intersections and curb ramp types.

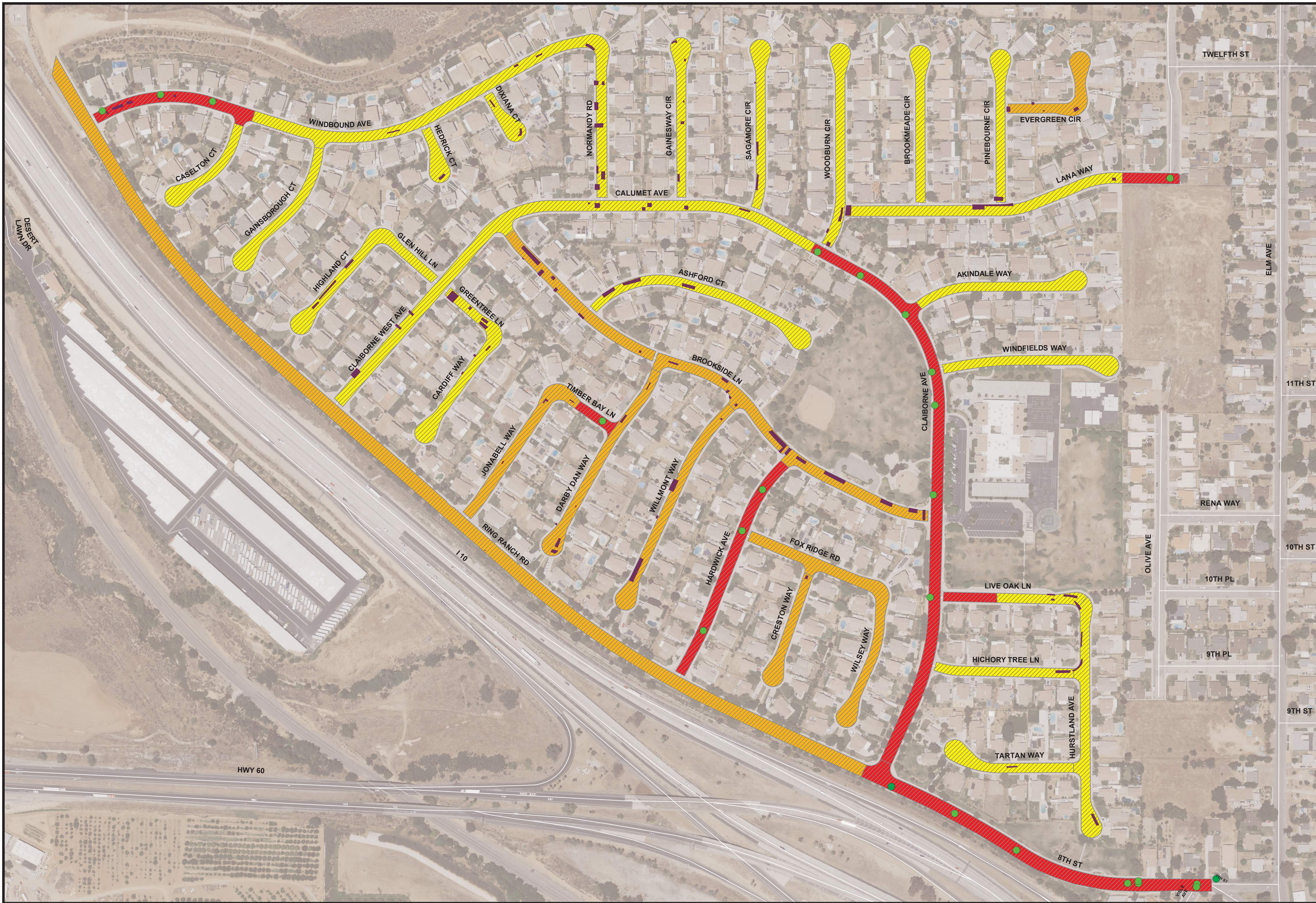


STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION CURB RAMP DETAILS NO SCALE A88A



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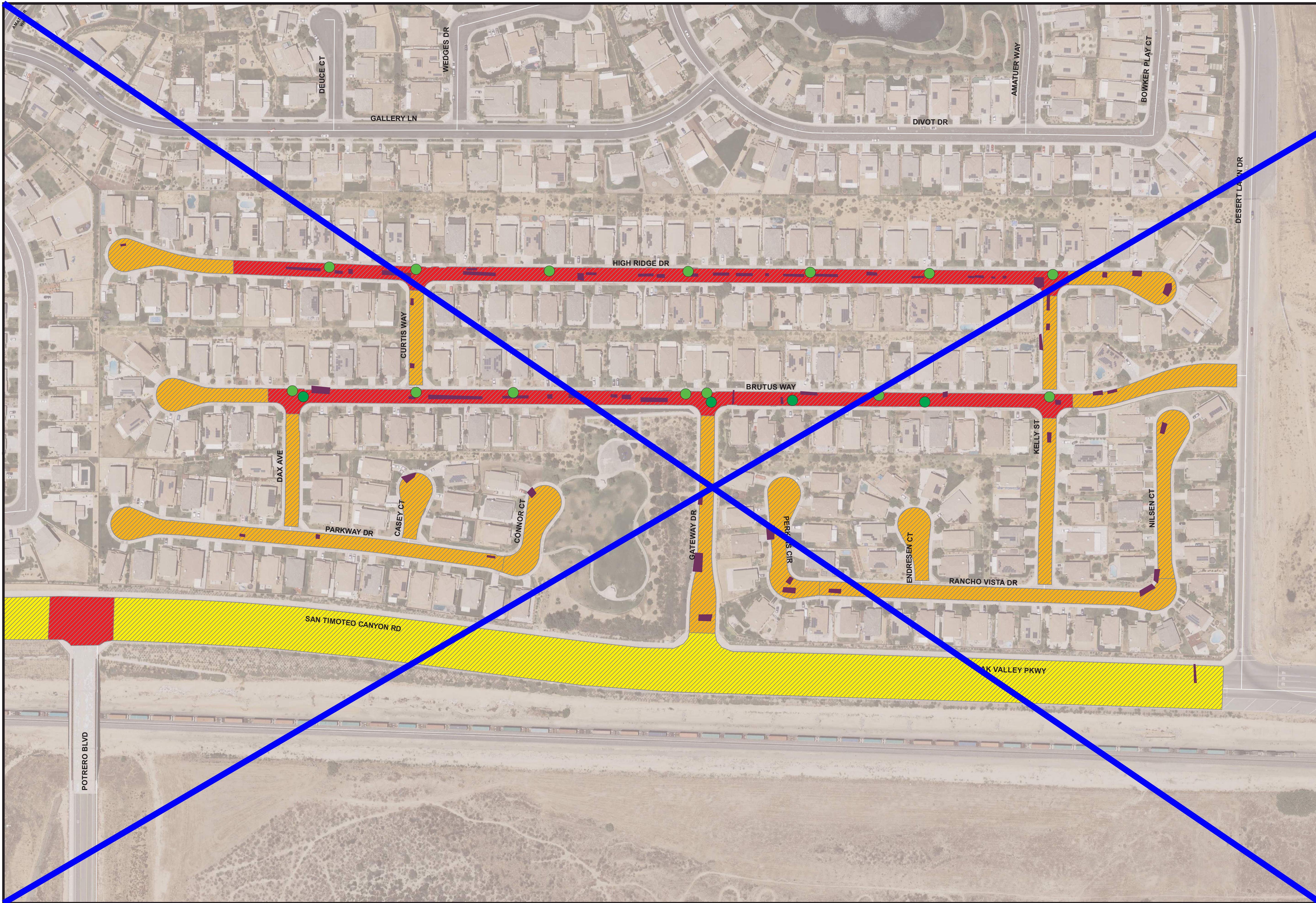
- LEGEND**
- Storm Drain Manhole
 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Mill & Overlay
 - ARAM Cape Seal
 - Slurry Seal



CITY OF BEAUMONT
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- LEGEND**
- Storm Drain Manhole
 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Mill & Overlay
 - ARAM Cape Seal
 - Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - Curtis
PUBLIC WORKS DEPARTMENT

NOT A PART

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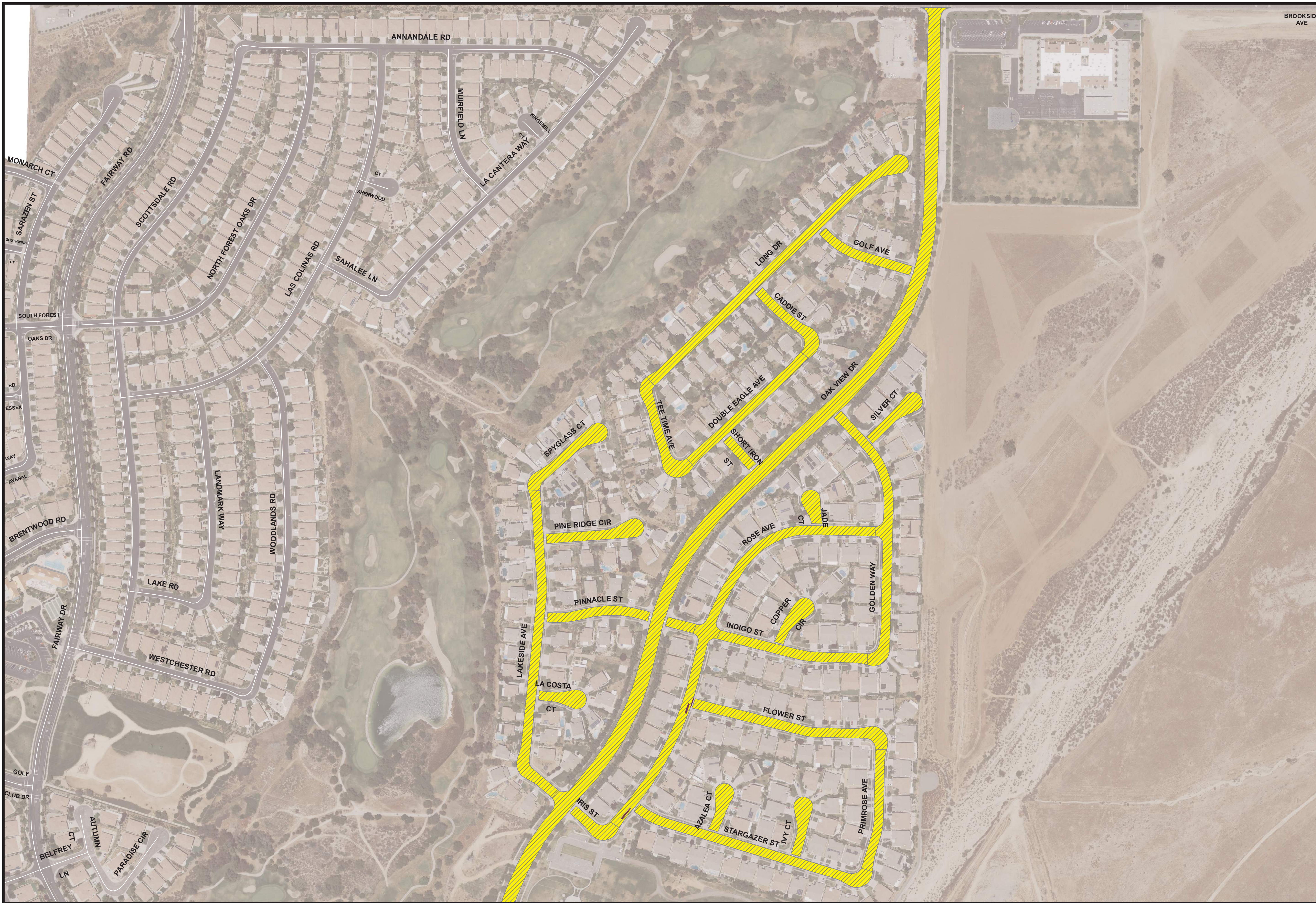
- LEGEND**
- Signal_loop
 - Storm Drain Manhole
 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Mill & Overlay
 - ARAM Cape Seal
 - Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - The Estates at Oak Valley (1 of 2)
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LEGEND

- BCVWD Valves
- Storm Drain Manhole
- Sewer Manhole
- Dig Out

R-03 & 04 Streets

Treatment Type

- Mill & Overlay
- ARAM Cape Seal
- Slurry Seal



CITY OF BEAUMONT
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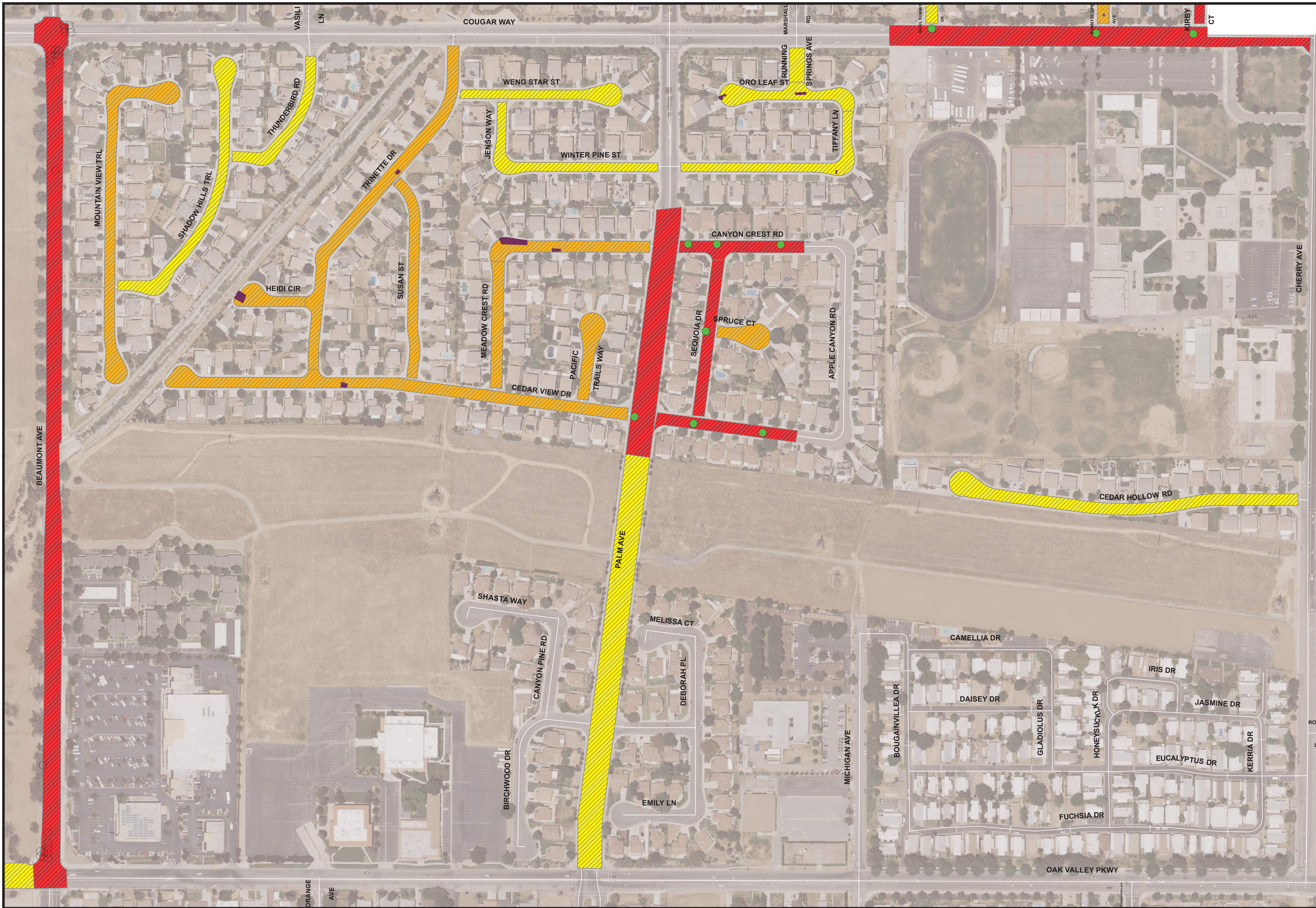
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 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Mill & Overlay
 - ARAM Cape Seal
 - Slurry Seal



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LEGEND

- Signal_loop
- Storm Drain Manhole
- Sewer Manhole
- Dig Out

R-03 & 04 Streets

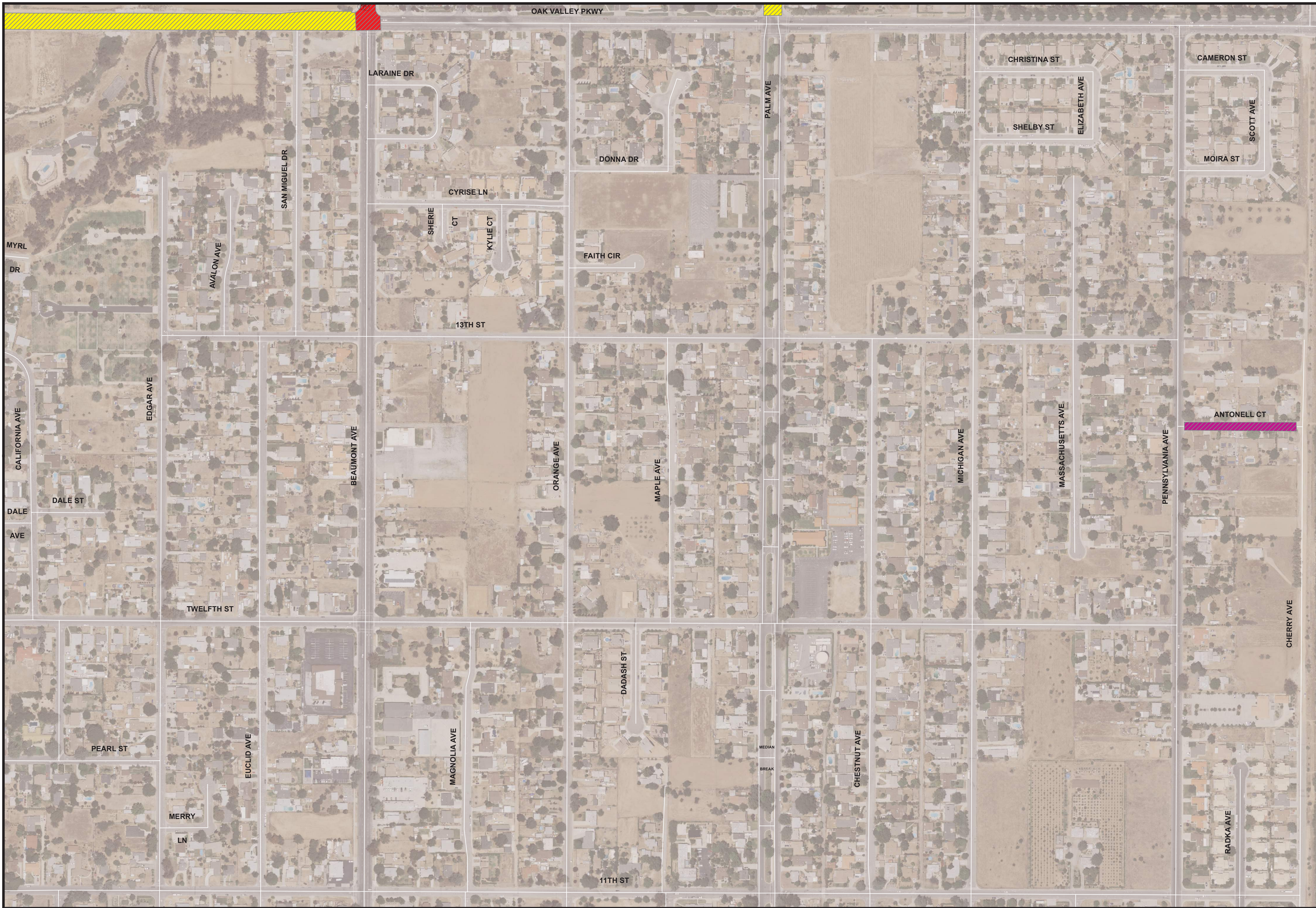
Treatment Type

- Mill & Overlay
- ARAM Cape Seal
- Slurry Seal

CITY OF BEAUMONT
20/21 Annual Street Projects - Mountain Meadows, Canyon Ridge, & Pacific Trails
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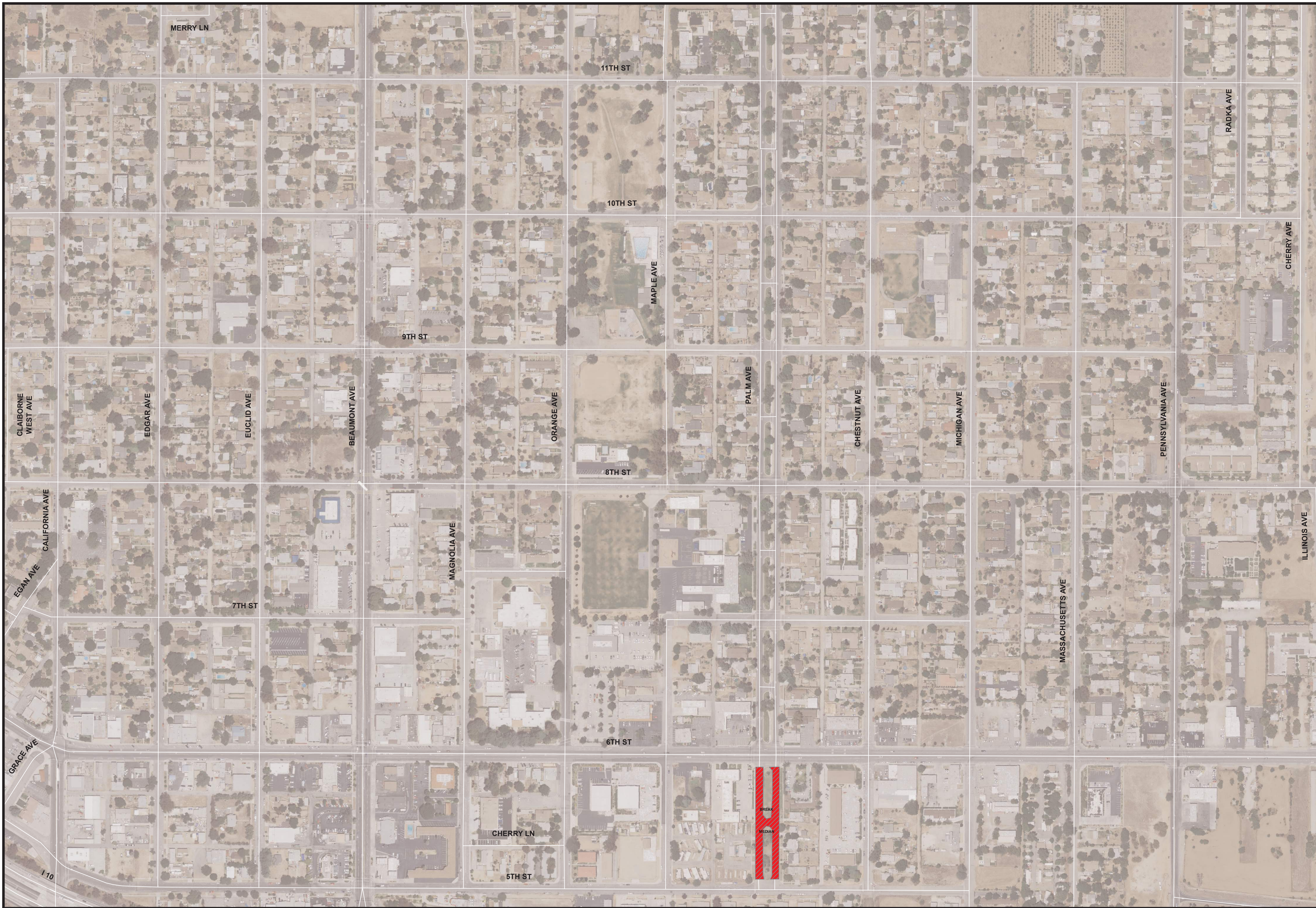
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 - Storm Drain Manhole
 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Full-Depth
 - Mill & Overlay
 - ARAM Cape Seal
 - Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - Downtown (North of 11th)
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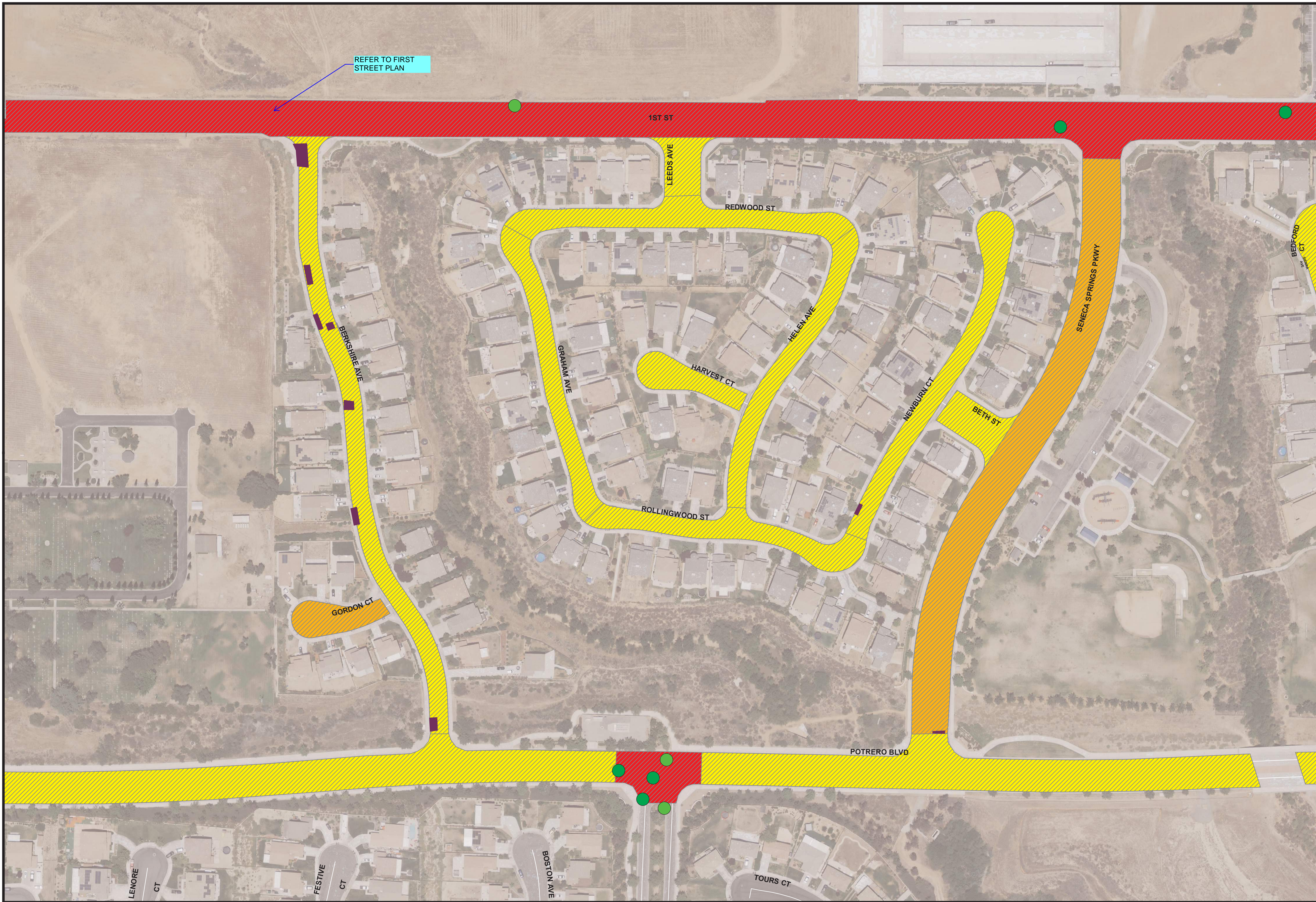
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- Storm Drain Manhole
 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Mill & Overlay
 - ARAM Cape Seal
 - Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - Downtown (South of 11th)
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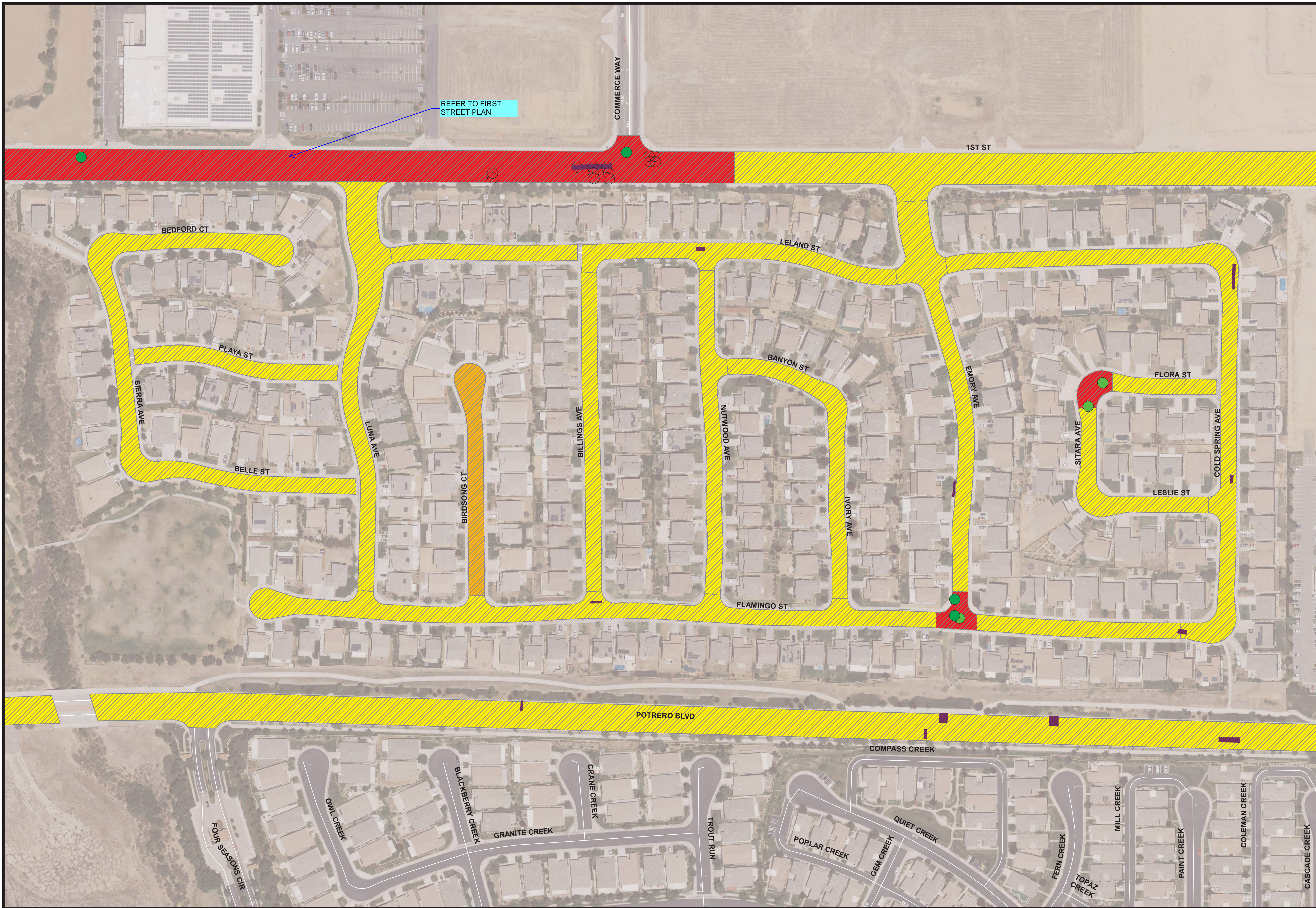
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 - Storm Drain Manhole
 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- ▨ Mill & Overlay
 - ▨ ARAM Cape Seal
 - ▨ Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - Seneca Springs (1 of 2)
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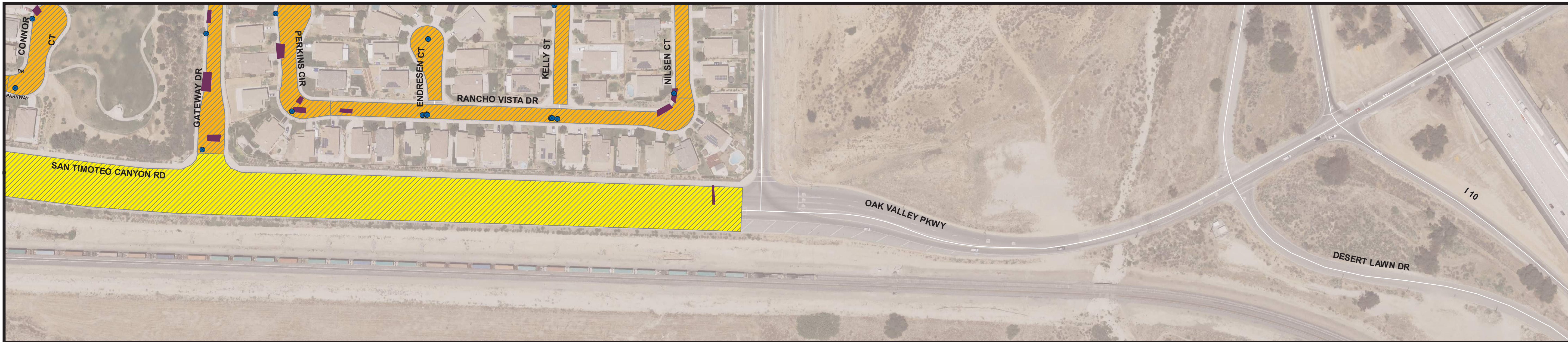
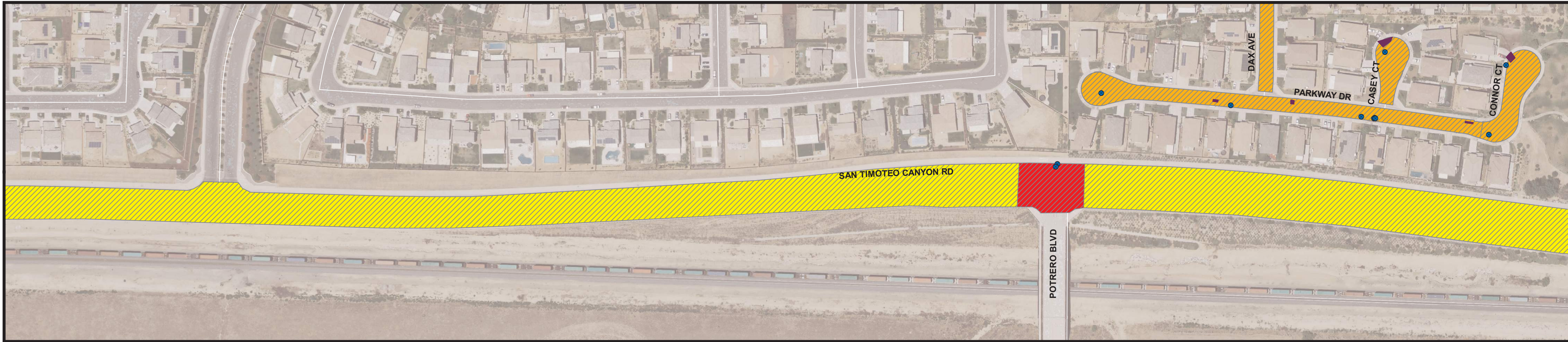
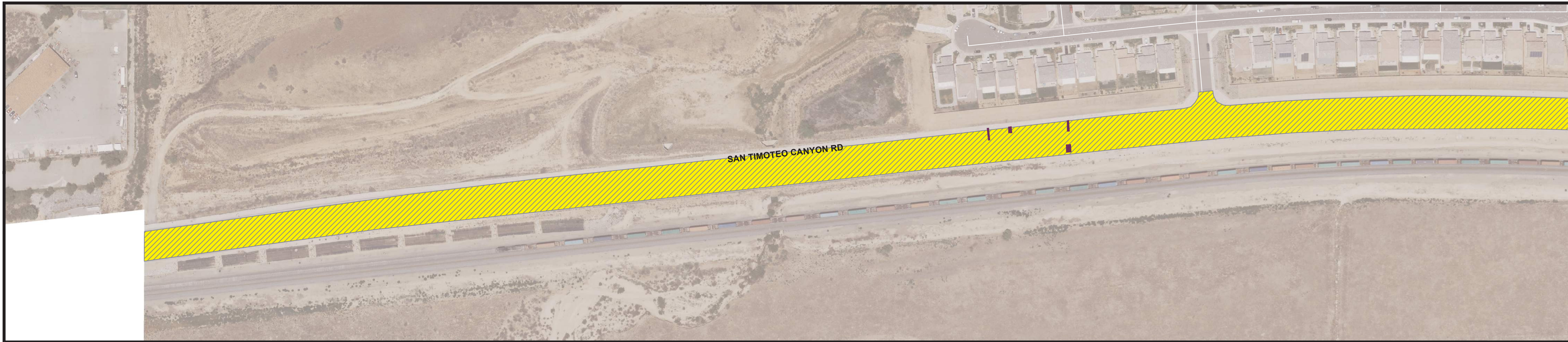
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- Signal_loop
 - Storm Drain Manhole
 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Mill & Overlay
 - ARAM Cape Seal
 - Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - Seneca Springs (2 of 2)
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LEGEND

- Signal_loop
- Storm Drain Manhole
- Sewer Manhole
- Dig Out

R-03 & 04 Streets

Treatment Type

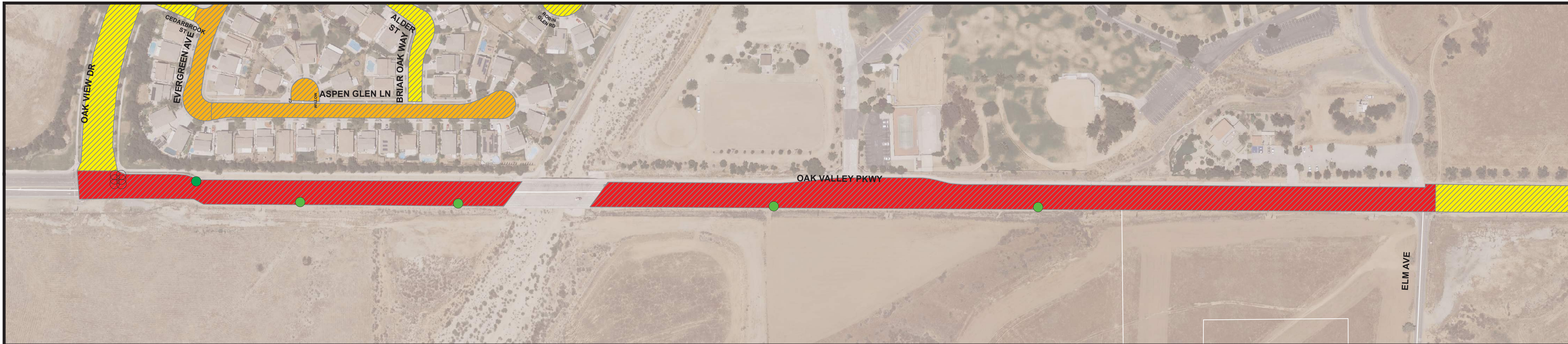
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- ARAM Cape Seal
- Slurry Seal



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CITY OF BEAUMONT
20/21 Annual Street Projects - Oak Valley Parkway (City Limit to I-10)
PUBLIC WORKS DEPARTMENT

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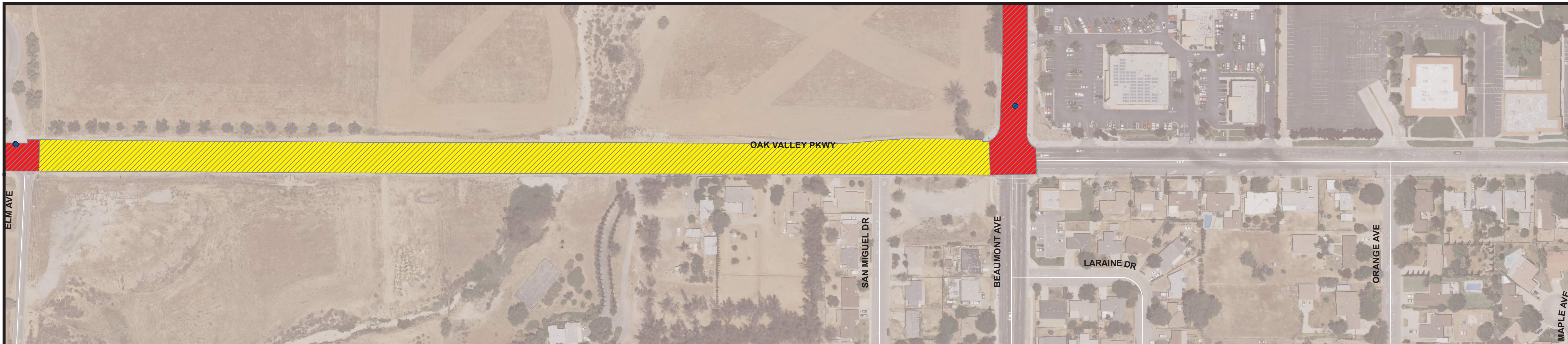
LEGEND

- Signal_loop
- Storm Drain Manhole
- Sewer Manhole
- Dig Out

R-03 & 04 Streets

Treatment Type

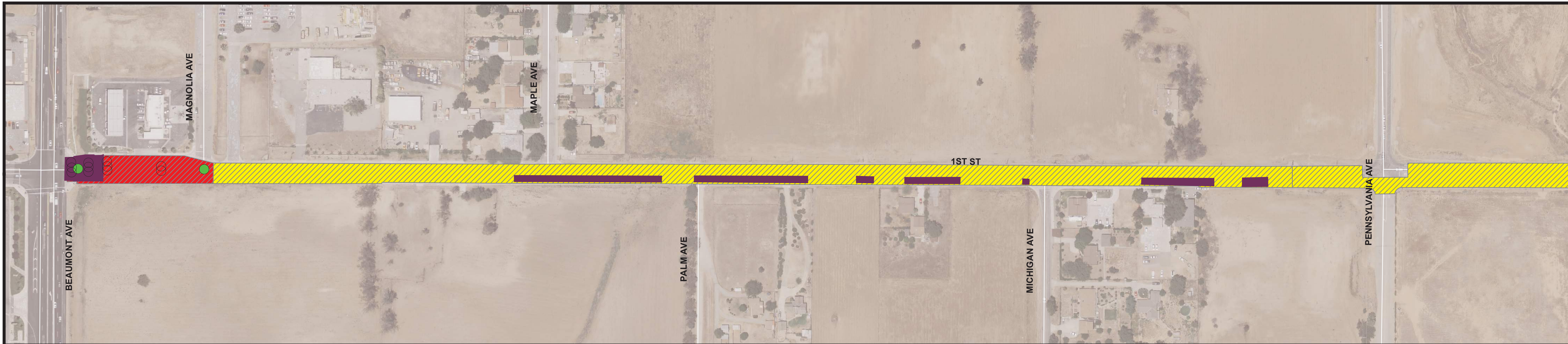
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- Slurry Seal



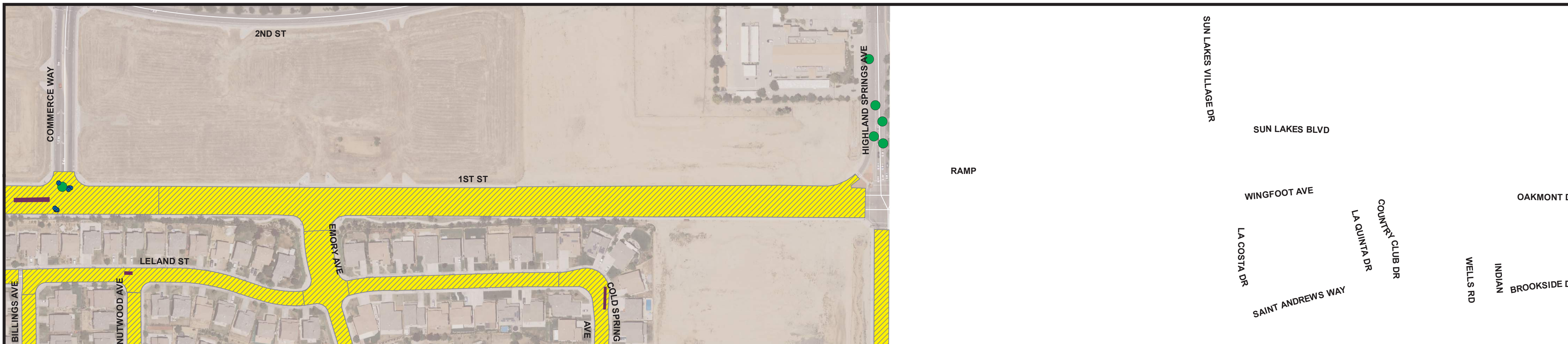
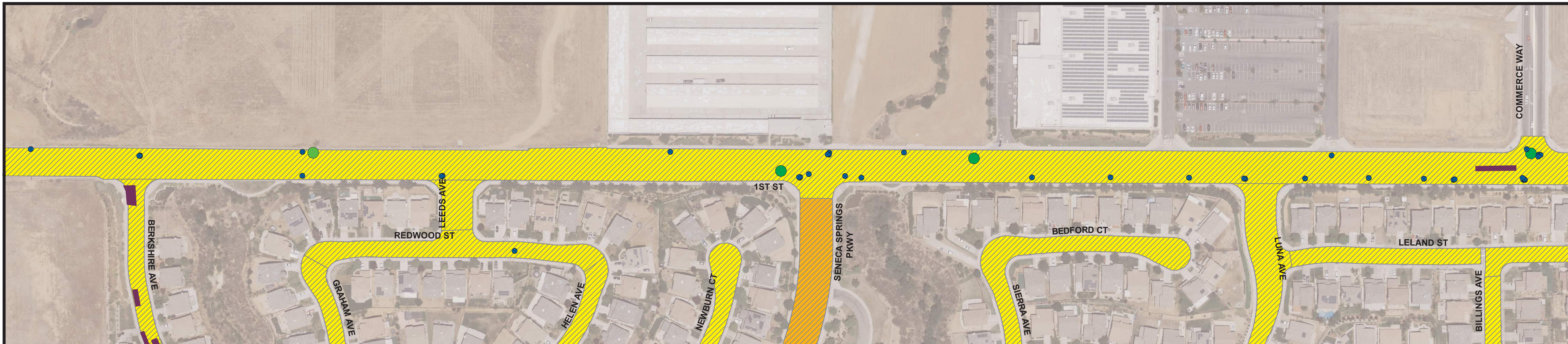
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20/21 Annual Street Projects - Oak Valley Parkway (Oak View to Beaumont)
PUBLIC WORKS DEPARTMENT

Date Created: 6/17/21

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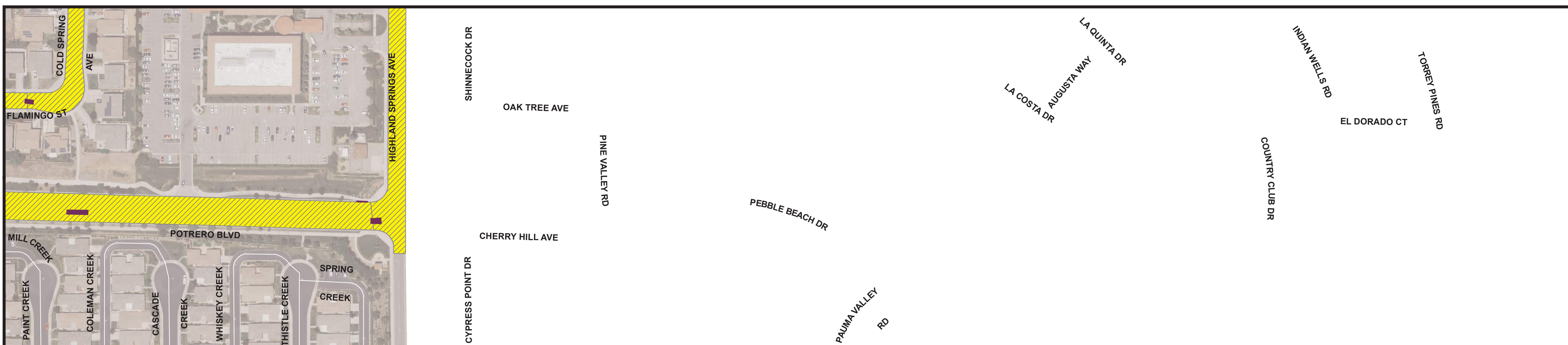
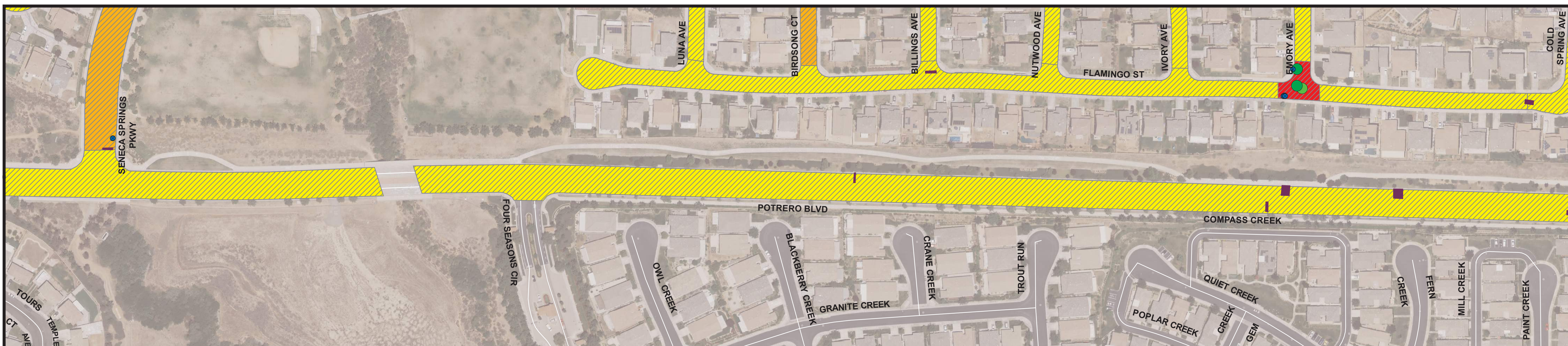
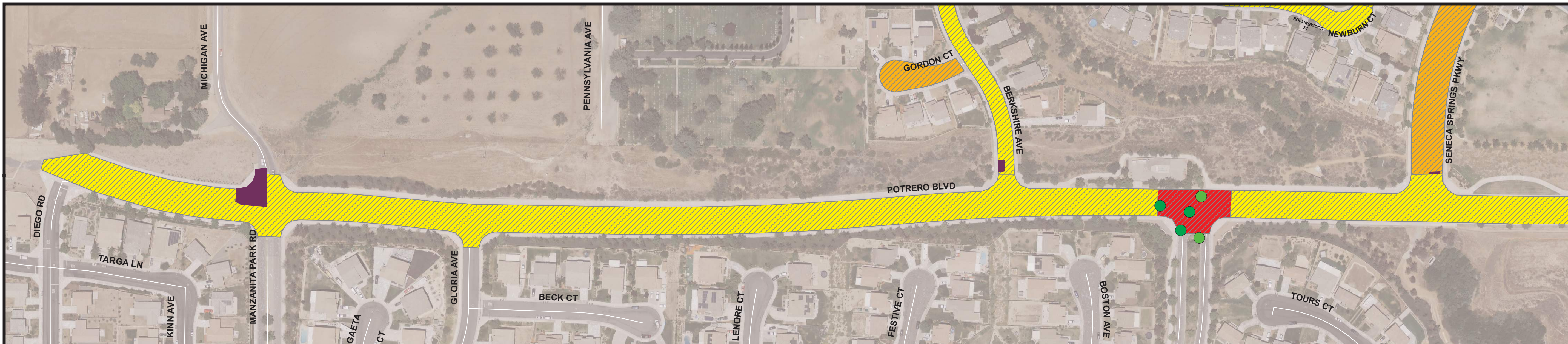
- LEGEND**
- Signal_loop
 - Storm Drain Manhole
 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- Mill & Overlay
 - ARAM Cape Seal
 - Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - First Street (Beaumont Ave to Highland Springs)
PUBLIC WORKS DEPARTMENT

Date Created: 6/17/21

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LEGEND

- Signal_loop
- Storm Drain Manhole
- Sewer Manhole
- Dig Out

R-03 & 04 Streets

Treatment Type

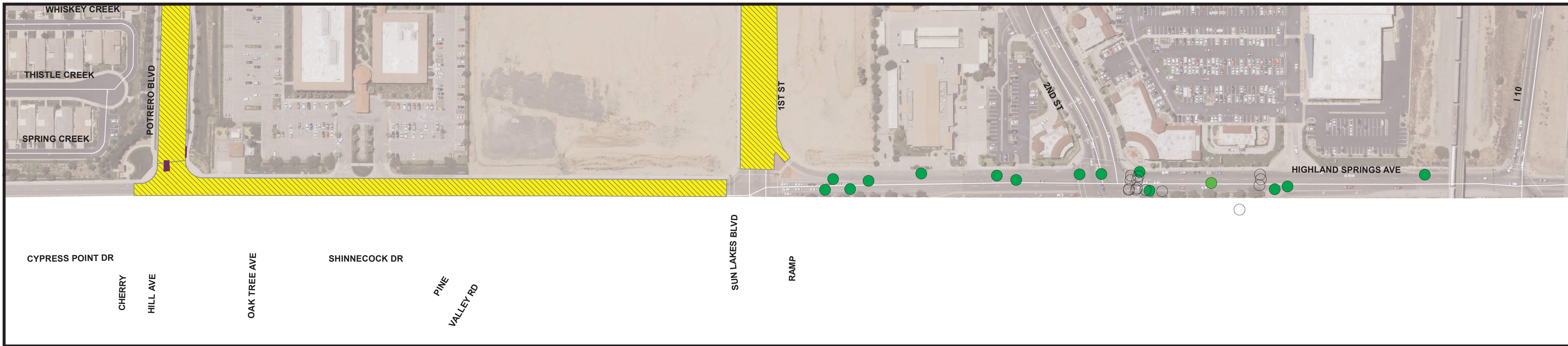
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- Slurry Seal



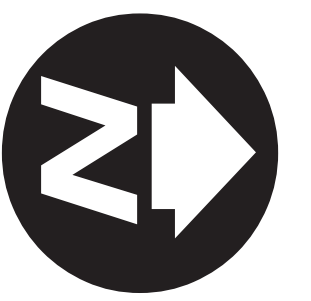
CITY OF BEAUMONT
20/21 Annual Street Projects - Potrero Avenue (Diego Road to Highland Springs)
PUBLIC WORKS DEPARTMENT

Date Created: 6/17/21

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- LEGEND**
- Signal_loop
 - Storm Drain Manhole
 - Sewer Manhole
 - Dig Out
- R-03 & 04 Streets**
- Treatment Type**
- ▨ Mill & Overlay
 - ▨ ARAM Cape Seal
 - ▨ Slurry Seal



CITY OF BEAUMONT
20/21 Annual Street Projects - Highland Springs Avenue (Potrero to I10)
PUBLIC WORKS DEPARTMENT

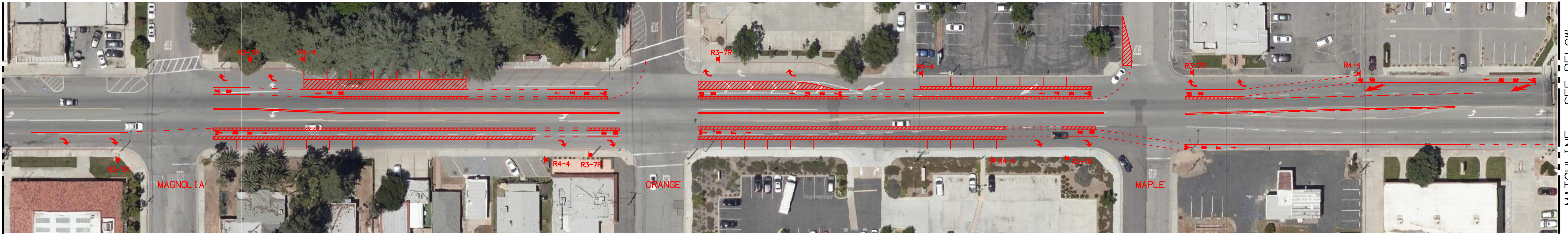
Date Created: 6/17/21

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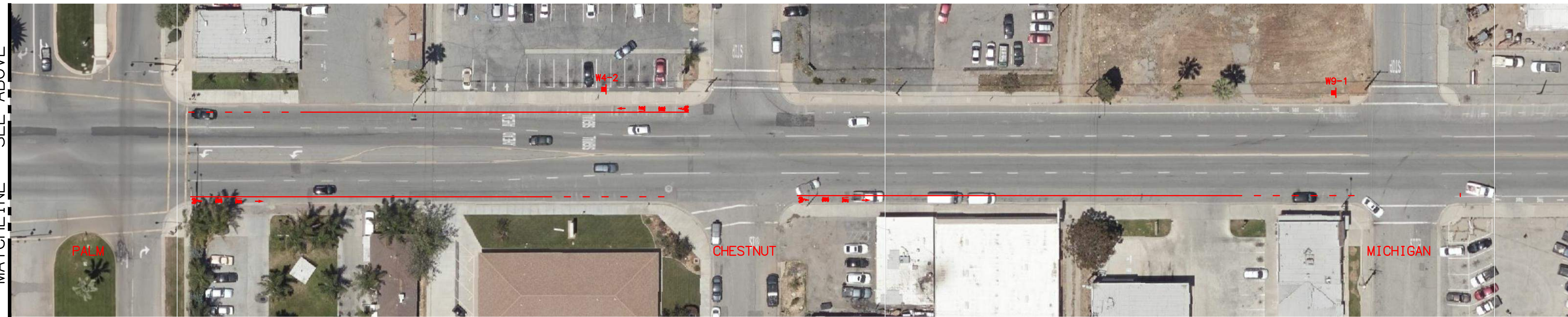
MATCHLINE - SEE BELOW

MATCHLINE - SEE ABOVE



MATCHLINE - SEE BELOW

MATCHLINE - SEE ABOVE



R3-7R



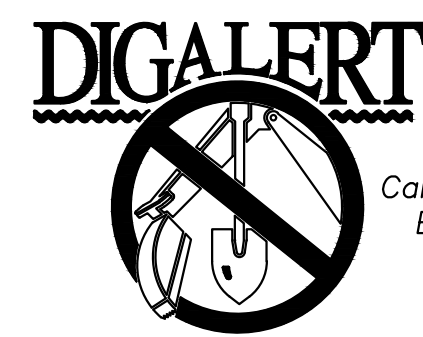
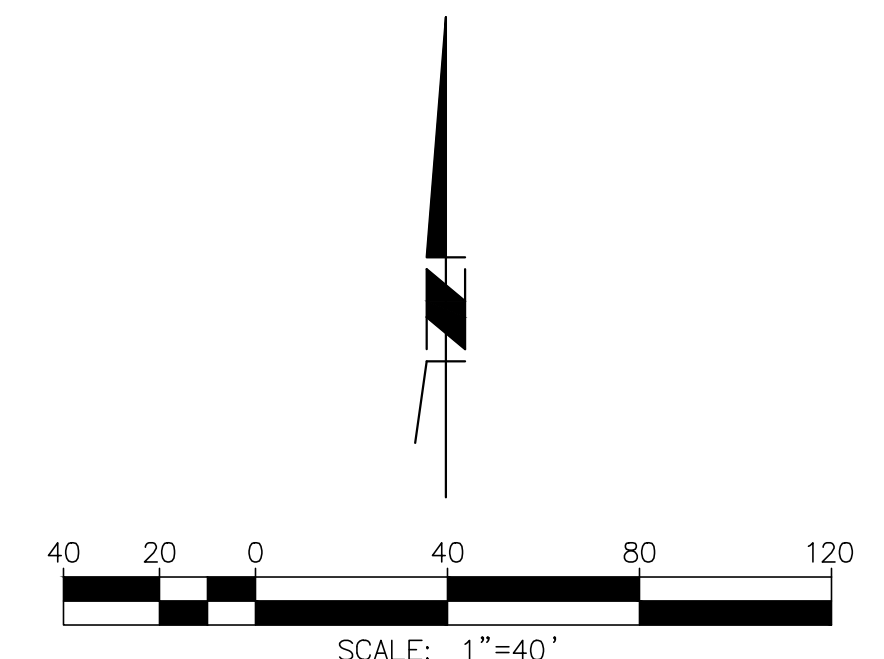
R4-4



W4-2



W9-1



BENCHMARK:
THE TOP OF CURB AT THE POINT OF
CURVATURE AT THE NORTHEAST CORNER
OF THE NORTHWEST CURB RETURN AT
THE INTERSECTION OF HIGHLAND
SPRINGS AVENUE AND 2ND STREET.
ELEV. 2559.03, TBM

BY	MARK	DESCRIPTION	APPR. DATE
ENGINEER		REVISIONS	CITY

DESIGN BY:
RLV
DRAWN BY:
RLV
CHECKED BY:
JH
SCALE:
1"=20'
DATE:
2/12/2020
JOB NUMBER:

REVIEWED BY: _____ DATE: _____
STAFF ENGINEER
RECOMMENDED BY: _____ DATE: _____
PRINCIPAL ENGINEER
APPROVED BY: _____ DATE: _____
CITY ENGINEER
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

550 E. 6TH ST
BEAUMONT, CA 92223
TEL: (951) 769-8520
FAX: (951) 769-8506

CITY OF BEAUMONT, CALIFORNIA
STRIPING EXHIBIT FOR:
6TH STREET
FROM BEAUMONT AVE TO MICHIGAN AVE

SHEET
1
OF 1 SHEETS
FILE NO:



Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE: September 7, 2021

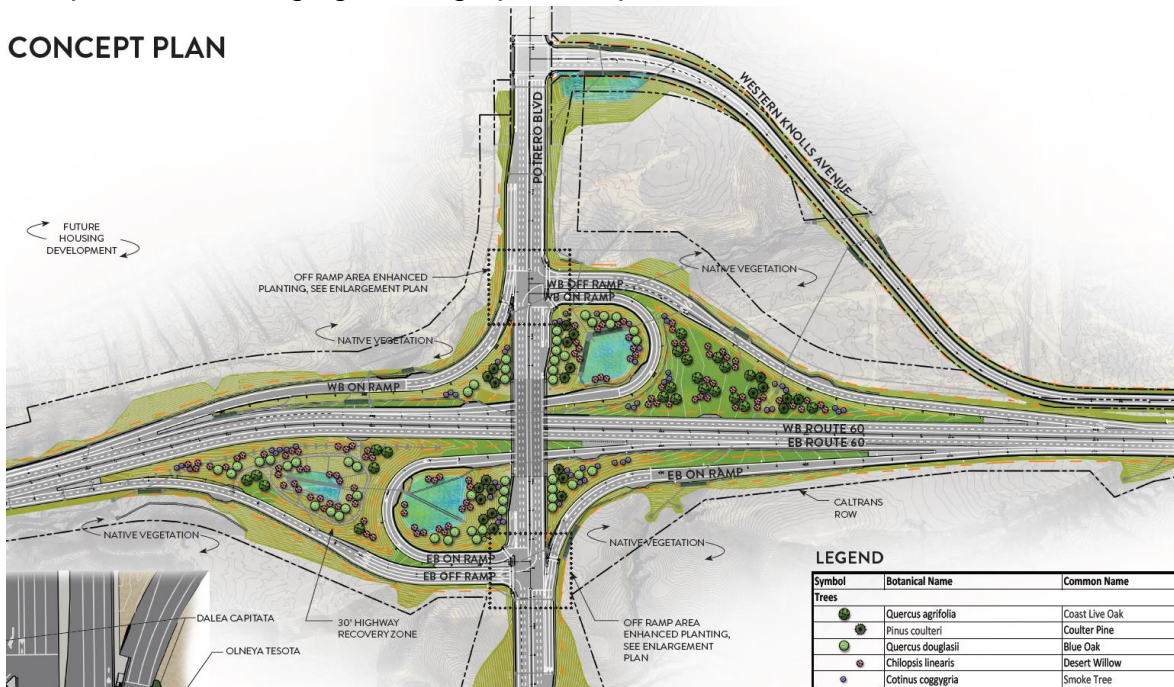
SUBJECT: Approve a Professional Services Agreement with Mark Thomas in an Amount Not to Exceed \$67,344 for a Revised Traffic Analysis, and Authorize the Mayor to Execute a Reimbursement Agreement with the Western Riverside Council of Governments (WRCOG) to Recoup Costs Associated with the Revised Traffic Analysis

Background and Analysis:

Phase 1 of the Potrero Interchange, which included the bridge structure, an interim westbound on and off ramp to Western Knolls Avenue, and a 4-lane extension of Potrero Boulevard from the bridge to Fourth Street was completed at the end of 2019.

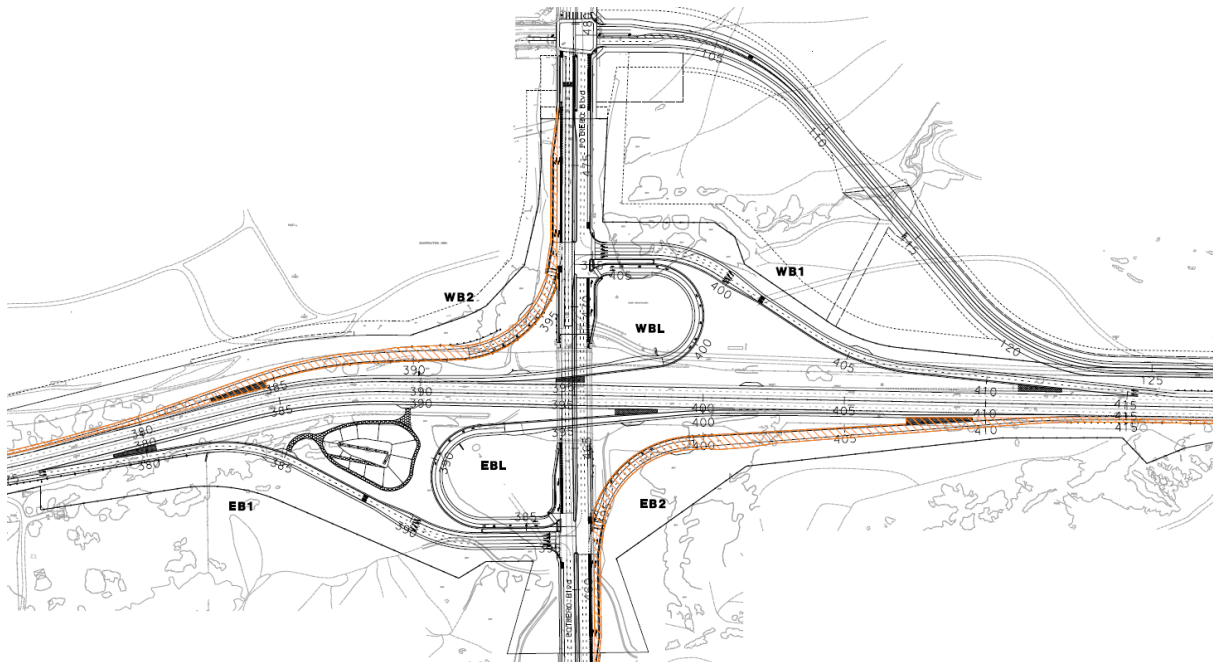
Phase 2 of the interchange includes the design and construction of a six ramp, partial clover leaf interchange. The six ramp interchange would consist of 4 on-ramps and 2 off-ramps, see following figure for graphical representation.

CONCEPT PLAN



Phase 2 design plans are 95% complete, and approval is pending resolution of an access matter with an adjoining parcel. Concurrent with completion of the engineering plans, the consultant (Mark Thomas) has provided an engineers estimate of probable cost for the project. The most recent estimate is \$44,440,000.

Due to the sizable cost of the project City staff has been seeking potential cost saving measures that would allow for full functionality while reducing the up front cost to a more manageable amount. Collaboration between the consultant and City staff determined that elimination of the direct east bound and west bound on ramps could yield significant cost savings and still remain fully functional with minor modifications. Please see following graphic for proposed alternative.



The ramps which are delineated in orange would be either deferred until warranted by future traffic, or eliminated altogether. In order to determine whether or not the ramps can be eliminated, a revised traffic analysis must be performed. Should the results of the analysis show that the failure year of the ramps would not occur within 15 years, Caltrans would be able to support removal based upon feedback provided in several focus meetings.

City staff requests that City Council authorize a Professional Services Agreement with the project consultant, Mark Thomas, and their traffic engineer (Iteris) to perform the revised analysis requested by Caltrans to support removal of the direct on ramps (Attachment A). City staff also requests that City Council approve a reimbursement

agreement with WRCOG in order to recoup the costs associated with the proposed revisions (Attachment B). The Pass Zone 5-year Transportation Improvement Program (TIP), which was recently approved on July 29, 2021, allocated \$6,500,000 to the Potrero Phase 2 project, of which \$250,000 was attributed to plans, specifications, and engineering which can be utilized to cover the cost for the revised traffic analysis (Attachment C).

Fiscal Impact:

The cost of preparing the staff report is estimated to be \$750. Costs associated with the Professional Services Agreement will be reimbursed to the City via a reimbursement agreement with WRCOG.

Recommended Action:

Approve a Professional Services Agreement with Mark Thomas in an amount not to exceed \$67,344 for a revised traffic analysis, and

Authorize the Mayor to execute a reimbursement agreement with the Western Riverside Council of Governments (WRCOG) to recoup costs associated with the revised traffic analysis.

Attachments:

- A. Professional Services Agreement with Mark Thomas
- B. Proposal
- C. WRCOG Reimbursement Agreement
- D. Pass Zone 5-year Transportation Improvement Program

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the ___ day of _____, 2021, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Mark Thomas & Company, Inc., a California corporation, whose address is 10630 Town Center Drive, Suite 117, Rancho Cucamonga, CA 91730 (“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 provide Engineering Services for Phasing of Construction of the SR-60/Potrero Blvd. Direct On-Ramps to a Future Year; 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 three (3) years 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: Engineering Services as provided in the Proposal and any related 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 Darin Johnson as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and 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 Sixty Seven Thousand Three Hundred Forty Four dollars (\$67,344.00).

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.

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.

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 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 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: _____
Mike Lara, Mayor

CONTRACTOR:

Mark Thomas & Company, Inc., a California corporation

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPOSAL



May 11, 2021

Jeff Hart
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Project No.: IR-18109

RE: Proposal to Study the Phasing of Construction of the SR-60/Potrero Blvd. Direct On-Ramps to a future year

Dear Jeff:

At your request, Mark Thomas has prepared this proposal to study potential phasing of the construction of the SR-60/Potrero Blvd. Direct On-Ramps to a future year. Final design is currently being completed for Phase 2 of the SR-60/Potrero Blvd. Interchange. This proposal would create an interim alternative concept that would replace the currently proposed 2-lane slip on-ramps to EB SR-60 and WB SR-60 with dual left turn lanes on Potrero Blvd. to allow traffic to enter the freeway via the loop on-ramps for each direction. A failure year analysis would be conducted for the modified interchange design and would supplement the Draft Supplemental Traffic Impact Analysis (TIA) that was completed in March 2019. The 2019 TIA was intended to update the SR-60/Potrero Interchange Traffic Impact Analysis (Revised) dated March 29, 2010.

Thank you for the opportunity to provide this proposal for this project. Please call me at 805-701-9427 or email at djohnson@markthomas.com if you need any additional information or have any questions regarding this proposal.

Sincerely,

Darin Johnson, PE
Division Manager / Project Manager

MARK THOMAS

Enclosures: Exhibit A - Scope of Services
Exhibit B - Compensation
Mark Thomas Billable T&M Rates



EXHIBIT A

SCOPE OF SERVICES

TASK 1 – EXHIBIT

Mark Thomas will prepare one plan view exhibit showing schematically what will be constructed as part of Phase 2 and what project elements can wait to be constructed at a future time.

TASK 2 – ROUGH ORDER OF MAGNITUDE COST ESTIMATE

Mark Thomas will provide a rough order of magnitude cost estimate showing the difference between what was originally planned to be constructed during Phase 2 versus what will be constructed without the direct on-ramps.

TASK 3 – VOLUME DEVELOPMENT AND ANALYSIS METHODOLOGY

Iteris will follow Caltrans District 8's *Guidance for Traffic Forecasting and Operation Assessment Methodology and Assumption Memorandum* dated October 29, 2020 for the development of this Supplemental Traffic Impact Study.

Iteris will utilize the latest Riverside County Transportation Analysis Model (RivTAM) to develop the Buildout Year traffic volume forecast. Iteris will run the existing and horizon year models with and without the proposed revised interchange improvements.

An annual growth rate will be developed based on the model results to generate traffic volumes for Opening Year and two (2) intermediate years beyond opening year (15-year plus either 10-year or 20-year) to be used in the failure year traffic analysis. The Opening Year analysis will be used to establish a baseline condition.

The initial analysis will be the 15-year scenario. If it is determined that failure year is less than 15-years beyond opening year, traffic volumes for a 10-year scenario would be developed. If failure year is greater than 15-years beyond opening year, volumes for the horizon year (20 years) will be developed to assess if the failure year is between 15 and 20 years or if the interim alternative can become the ultimate alternative.

Iteris will utilize Caltrans PeMS counts or other Caltrans published historic counts, where available, to develop post-processed volumes for freeway mainline, ramp, and ramp intersection analysis. No new counts will be collected in the field as part of this scope.

Iteris will prepare a draft volume development memorandum documenting the methodologies and projected traffic volume to be submitted to Mark Thomas and City for review and will be revised, as appropriate, for submission to Caltrans for review. Iteris will respond up to two (2) sets of consolidated comments from Caltrans and prepare a final memorandum.



► May 11, 2021

Page 3

Study Scenarios

- i. Opening Year With Interim Alternative
- ii. Interim Year (15 years post-opening year) With Interim Alternative
- iii. Interim Year (10 years post-opening Year) With Interim Alternative or Horizon Year (20 years post-opening Year)
- iv. Failure Year With Interim Alternative

The failure year will be determined by interpolating/extrapolating between the 15-year scenario and either the 10-year or 20-year scenario depending on whether the failure year is before or after 15-years. This will be an iterative process. If the failure year is beyond 20-years it is not necessary to determine the failure year.

Study Area

The study area of for the failure year analysis will be limited to the following locations:

- i. Two (2) Intersections:
 - Potrero Boulevard and SR-60 EB Ramps
 - Potrero Boulevard and SR-60 WB Ramps
- ii. SR-60 Mainline and Ramps at Potrero Blvd Interchange

Deliverables

- Draft/Final Traffic Volume Development Memorandum
- Up to two (2) meetings with City and/or Caltrans on Volume Development

TASK 4 – FUTURE YEAR OPERATIONAL ANALYSIS

Intersection delay, LOS and queue lengths by movements will be calculated for the two (2) freeway ramp intersections. Freeway mainline and ramp corridor operations will be analyzed for the project interchange. Analysis will be completed based on HCM 6th Edition methodology.

All analysis results will be summarized in a tabular format to be included in the report and Synchro and HCS 7 calculation worksheets will be included as appendices.

Conceptual improvement recommendations will be provided for the analysis scenarios based on traffic operational analysis to be considered for design feasibility.

TASK 5 – VEHICLE MILES TRAVELED (VMT) ANALYSIS

Iteris will coordinate with Caltrans and address and document the implications for removing the direct on-ramps at the Potrero Boulevard interchange under SB 743 compared to the full project. The full Project has been already approved and does not



► May 11, 2021

Page 4

require SB 743 analysis. The proposed project alternative removes capacity compared to the approved Project, therefore it is not anticipated that induced travel demand analysis will be required. If required by Caltrans, vehicle-miles travelled (VMT) will be calculated for the full interchange and for the project alternative.

TASK 6 – DOCUMENTATION AND RESPONSE TO COMMENTS

Iteris will prepare a draft traffic study memorandum documenting the methodologies and summary of results to be submitted to Mark Thomas for review and will be revised, as appropriate, for submission to Caltrans for review. Iteris will respond to two (2) sets of consolidated comments from Caltrans and prepare a final memorandum.

DELIVERABLES

- Exhibit
- Rough Order of Magnitude Cost Estimate
- Draft/Final Traffic Volume Development Memorandum
- Up to two meetings with City and/or Caltrans on Volume Development
- Draft/Final Failure Year Analysis Memorandum



EXHIBIT B

COMPENSATION

Mark Thomas proposed to provide the following services on a Time and Materials (T&M) basis. Billable T&M Rates (see attached)

TOTAL NOT-TO-EXCEED \$67,344

COST PROPOSAL FOR PROJECT SCOPE: Beaumont - SR-60/Potrero Blvd Direct On-Ramps - Phasing of Construction Study


								Subconsultant	TOTAL COST		
		Sr. Engineering Manager	Technical Lead	Design Engineer II	Sr. Technician	Project Coordinator	Sr. Graphic Designer	Total Hours		Total MT Cost	Items (Traffic)
		\$355	\$230	\$140	\$140	\$110	\$150			Non-DBE	
1.0	PHASING OF CONSTRUCTION STUDY										
1.1	Plan View Exhibit	2	8	8	6	2	2	28	\$5,030	-	\$5,030
1.2	Rough Order of Magnitude Cost Estimate	2	8	16				26	\$4,790	-	\$4,790
1.3	Volume Development/Analysis Methodology		12					12	\$2,760	19,624	\$22,384
1.4	Future Years Traffic Analysis		4					4	\$920	16,599	\$17,519
1.5	Vehicle Miles Traveled (VMT) Analysis		4					4	\$920	9,240	\$10,160
1.6	Documentation/Response to Comments		8					8	\$1,840	5,621	\$7,461
1.7								0	\$0	-	\$0
1.8								0	\$0	-	\$0
1.9								0	\$0	-	\$0
1.10								0	\$0	-	\$0
Subtotal Phase 1		4	44	24	6	2	2	82	\$16,260	\$51,084	\$67,344
TOTAL HOURS		4	44	24	6	2	2	82			
OTHER DIRECT COSTS									\$0	\$0	\$0
TOTAL COST		\$1,420	\$10,120	\$3,360	\$840	\$220	\$300		\$16,260	\$51,084	\$67,344



EXHIBIT A

Mark Thomas & Company, Inc. Rate Schedule

Expires June 30, 2021*

HOURLY CHARGE RATE RANGES
Engineering Services

Intern	\$48 - \$85
Technician	\$78 - \$128
Design Engineer I	\$97 - \$138
Sr. Technician	\$116 - \$163
Design Engineer II	\$125 - \$162
Project Engineer	\$147 - \$180
Sr. Project Engineer	\$164 - \$213
Sr. Technical Engineer	\$164 - \$213
Project Manager	\$194 - \$243
Technical Lead	\$194 - \$243
Sr. Project Manager	\$221 - \$314
Sr. Technical Lead	\$221 - \$314
Engineering Manager	\$286 - \$352
Practice Area Leader	\$286 - \$352
Sr. Engineering Manager	\$320 - \$430
Principal	\$404 - \$480

Survey Services

Survey Intern	\$56 - \$103
Survey Technician	\$85 - \$137
Sr. Survey Technician	\$95 - \$170
Surveyor	\$118 - \$145
Sr. Surveyor	\$130 - \$187
Lead Survey Technician	\$153 - \$183
Project Surveyor	\$161 - \$197
Sr. Project Surveyor	\$183 - \$216
Survey Manager	\$195 - \$248
Sr. Survey Manager	\$217 - \$289
Survey Division Manager	\$274 - \$348
** Single Chief	\$152 - \$172
** Single Instrumentman	\$142 - \$150
** Single Chainman	\$133 - \$140
** Apprentice	\$66 - \$145
** 1 Person Field Crew	\$152 - \$192
** 2 Person Field Crew	\$265 - \$345
** 3 Person Field Crew	\$351 - \$482
Drone Pilot	\$210

Construction Management Services

Office Technician	\$80
Office Engineer	\$150
** Asst. Resident Engineer	\$200
** Inspector - CM	\$200
Project Manager - CM	\$250
RE/Structural Representative	\$250
Sr. Project Manager - CM	\$260
Division Manager - CM	\$310
Sr. Division/Area Manager	\$355

Project Support/Coordination Services

Project Assistant	\$65 - \$99
Technical Writer	\$65 - \$103
Sr. Project Assistant	\$90 - \$124
Project Coordinator	\$90 - \$128
Graphic Designer	\$100 - \$131
Sr. Technical Writer	\$94 - \$149
Project Accountant	\$103 - \$142
Sr. Project Coordinator	\$116 - \$160
Sr. Graphic Designer	\$120 - \$167
Sr. Project Accountant	\$129 - \$174
Sr. Graphic Manager	\$152 - \$178

District Management Services

** Inspector - Apprentice	\$65 - \$100
** Inspector	\$97 - \$135
** Sr. Inspector	\$123 - \$156
Assistant Sanitary Engineer	\$142 - \$171
Associate Sanitary Engineer	\$155 - \$206
Sanitary Project Engineer	\$160 - \$220
Operations Manager	\$221 - \$314
Deputy District Manager	\$275 - \$338
District Manager-Engineer	\$307 - \$359

Urban Planning/Landscape Architecture Services

Landscape Intern	\$48 - \$85
Landscape Designer	\$81 - \$160
Landscape Architect	\$113 - \$203
LAUD Division Manager	\$233 - \$284
LAUD Project Manager	\$184 - \$217
Sr. LAUD Project Manager	\$197 - \$256
Sr. LAUD Division Manager	\$259 - \$302

Grant Writing Services

Funding Specialist	\$150
Sr. Funding Specialist	\$250

Special Services

Expert Witness	\$420
Strategic Consulting	\$420

Note: Additional Promotional Steps Exist within Various Rate Categories
OTHER DIRECT COSTS
Reimbursables including, but not limited to:

Reproductions, Delivery and Filing Fees	Cost Plus 5%	Outside Consultant Fees	Cost Plus 5%
Mileage	Per IRS Rate	Survey Field Expenses	Cost Plus 5%

*Rates subject to escalation with new hourly rate schedule as of July 1, 2021

**These charge rates are subject to Prevailing Wage laws and Union contract.

**TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
POTRERO BOULEVARD INTERCHANGE
PHASE II**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this day of _____, 2021, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and the City of Beaumont (“AGENCY”), a California municipal corporation. WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study”, as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for the Potrero Interchange Phase II (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

- 1) PA&ED – Project Approvals & Environmental Document
- 2) PS&E – Plans, Specifications and Estimates
- 3) R/W – Right of Way Acquisition and Utility Relocation
- 4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000)**, to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’s payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in

resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase, AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. AGENCY local match funding is not required, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects.

11. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates Jeff Hart, Public Works Director, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices

which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

19. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative,

which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

21. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

23. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

24. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

26. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

27. Time of Essence. Time is of the essence for each and every provision of this Agreement.

34. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

35. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

36. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

37. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

38. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF BEAUMONT

By: _____ Date: _____
Rick Bishop
Executive Director

By: _____ Date: _____
Mike Lara
Mayor

Approved to Form:

By: _____ Date: _____
Steven C. DeBaun
General Counsel

EXHIBIT "A"
SCOPE OF WORK

EXHIBIT "A-1"
ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED	Complete	--	--
PS&E	\$1,944,743	--	\$1,944,743
RIGHT OF WAY	Completed	--	--
CONSTRUCTION	\$6,250,000	\$2,000,000	\$25,000,000
TOTAL	\$8,194,743	\$2,000,000	\$26,944,743

EXHIBIT "A-2"
PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	Complete		
PS&E	March, 2022	\$1,944,743	
RIGHT OF WAY	Complete		
CONSTRUCTION	July, 2024	\$25,000,000	
TOTAL		\$26,944,743	

Elements of Compensation

EXHIBIT “B”

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit “B-1” into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG’s Executive Director with a copy to WRCOG’s Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-2”.
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits “B-4” and “B-5”. All documentation from the Agency’s contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit “B-3”.
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit “B” and its attachments.
6. Charges for each task and milestone listed in Exhibit “A” shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

“I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

- 8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
- 9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

**EXHIBIT “B-1”
Professional Services Agreement**

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
3390 University Avenue; Suite 450
Riverside, California 92501
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY’s invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure “A” Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year) . The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00 =====
---------------------------------	--------------------------------

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
3390 University Avenue; Suite 450
Riverside, California 92501
Attention: Deputy Executive Director
Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective Month/Date/Year .

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00
Amount Due this Invoice:	\$000,000.00
	=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

**EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)**

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments



2020 Pass Zone 5-Year Transportation Improvement Program

Item 19.

Fiscal Year		FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	Max Share (2019)	
Forecast Revenues		\$1,000,000	\$ 2,010,000	\$ 2,030,100	\$ 2,050,401	\$ 2,070,905	\$ 17,005,283	\$ (144,717)	\$ 17,150,000		
Carryover Revenues (As of 4/5/21)		\$ 8,125,880	\$ 5,370,002	\$ 3,380,597	\$ (1,839,303)	\$ (1,788,902)					
Available Revenues		\$ 9,125,880	\$ 7,380,002	\$ 5,410,697	\$ 211,098	\$ 282,003					
Programmed/Expenditures		Phase**									
Cities of Banning and Beaumont											
17-PS-BAN-1191	Highland Springs Avenue Interchange	PA&ED	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000	\$17,897,000
		PSE	\$ 400,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,400,000	\$ -	\$ 1,400,000	
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		CON	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
City of Banning											
06-PS-BAN-1206	Sun Lakes Blvd Extension (Highland Homes to Sunset)	PA&ED	\$ 355,878	\$ -	\$ -	\$ -	\$ -	\$ 355,878	\$ (144,122)	\$ 500,000	\$14,679,000
		PSE	\$ -	\$ 499,405	\$ -	\$ -	\$ -	\$ 499,405	\$ (595)	\$ 500,000	
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		CON	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
21-PS-BAN-XXXX	Hargrave Grade Separation	PA&ED	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ 500,000	\$18,490,000
City of Beaumont											
19-PS-BEA-1204	Potrero Boulevard Interchange (Phase II)	PA&ED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$25,123,000
		PSE	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000	
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		CON	\$ 1,500,000	\$ 1,500,000	\$ 3,250,000	\$ -	\$ -	\$ 6,250,000	\$ -	\$ 6,250,000	
City of Calimesa											
19-PS-CAL-1205	County Line Road Interchange	PA&ED	\$ 250,000	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ 2,250,000	\$ -	\$ 2,250,000	\$18,556,000
		PSE	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000	
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		CON	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
16-PS-CAL-1189	Cherry Valley Boulevard Interchange	PA&ED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$36,617,000
		PSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		ROW	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000	
		CON	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
20-PS-CAL-1208	Singleton Rd/I-10 Interchange	PA&ED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,423,000
		PSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		ROW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
		CON	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ 2,000,000	\$ -	\$ 2,000,000	
Total Programmed Capital Expenditures		\$ 3,755,878	\$ 3,999,405	\$ 7,250,000	\$ 2,000,000	\$ -	\$ 17,005,283	\$ -	\$ 17,150,000		
Total Programmed Carryover Balance*		\$ 5,370,002	\$ 3,380,597	\$ (1,839,303)	\$ (1,788,902)	\$ 282,003					



Item 19.

Fiscal Year	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost	Max Share (2019)
Forecast Revenues	\$1,000,000	\$ 2,010,000	\$ 2,030,100	\$ 2,050,401	\$ 2,070,905	\$ 17,005,283	\$ (144,717)	\$ 17,150,000	
Carryover Revenues (As of 4/5/21)	\$ 8,125,880	\$ 5,370,002	\$ 3,380,597	\$ (1,839,303)	\$ (1,788,902)				
Available Revenues	\$ 9,125,880	\$ 7,380,002	\$ 5,410,697	\$ 211,098	\$ 282,003				

Summary Table								
Fiscal Year	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	5-Year Total Available Forecast/Cash	5-Year Total Programmed	5-Year Balance
Available Revenues	\$ 9,125,880	\$ 7,380,002	\$ 5,410,697	\$ 211,098	\$ 282,003			
Funded Programm	\$ 3,755,878	\$ 3,999,405	\$ 7,250,000	\$ 2,000,000	\$ -	\$ 17,287,286.01	\$ 17,005,283	\$ 282,003
Carryover	\$ 5,370,002	\$ 3,380,597	\$ (1,839,303)	\$ (1,788,902)	\$ 282,003			



715







Staff Report

TO: City Council

FROM: Thaxton Van Belle, General Manager of Utilities

DATE: September 7, 2021

SUBJECT: **City Council Approval of Change Order No. 20 for the Wastewater Treatment Plant Upgrade/Expansion in the Amount Not to Exceed \$113,100.05 for a Solids Loading Truck Scale Modification and Associated Site Paving and Grading Modifications**

Background and Analysis:

Wastewater Treatment Plant Change Order No. 20

The expansion of the City's wastewater treatment plant (Plant) began construction in October 2018. Phase I of construction has been completed and the contractor, WM Lyles (WML), is nearing completion of Phase II.

Item 1: Solids Loading Truck Scale Modification

This change increases the size of the Plant's scales to accommodate the loading of sludge hauling trailers with the yard mule tractor attached for more accurate weight. It also helps reduce the potential for accidents since the possibility of the trailer's landing gear collapsing is eliminated and Plant staff no longer has to back up to a fully loaded trailer.

Design and Scope Changes

1. The 3' x 10' x 6" landing gear scale shall be replaced with a 24' x 10' x 6" Yard Mule Tractor scale as quoted by Meldrum Scale Company;
2. The concrete foundation shall be modified per revised contract drawing CLAR-43, SLS-1; relocating floor drains, adjusting drainage slope and the extension of the concrete foundation to the north to accommodate the larger scale;
3. Per the requirements of Contract Specifications Section 347813 the protective coating of the scale shall be changed from a two-part epoxy to manufacturer standard powder-coat with a standard dry-mill thickness of 2 to 3 millimeters. Load cells shall be changed from stainless-steel fabrication to nickel-plated alloy steel; and

4. Cost proposal shall include the costs for the larger 24' x 10' x 6" scale minus the cost of the 3' x 10' x 6" landing gear scale including all necessary costs for the adjustments in labor and handling for a larger scale along with the cost for the extension of the concrete foundation.

Cost Impact:

MWH Constructors, Inc. (MWHC), has reviewed the attached WML cost proposal and find it acceptable. Accordingly, MWHC recommends a contract cost increase of \$36,118.91 to be executed in a change order for the modifications requested.

Item 2: Site Paving and Grading Modifications to Facilitate Solids Loading

This change is recommended to accommodate longer sludge trucks and to improve traffic flow patterns throughout the site. The truck scale at the dewatered solids loading structure was modified to accommodate more accurate weight measurement of the sludge truck and trailer, which increased the concrete foundation of the solids loading structure. Also modified is the increase in turning radius of the roadway entrance to the solids loading facility and the addition of a paved sludge trailer storage area.

Design and Scope Changes

1. Changes in site grading are to be made as noted throughout the design clarification drawings;
2. The addition of paving for sludge trailer storage located east of the equalization basin, also shown in the design clarification;
3. The increase in size of the foundation of the solids loading structure to accommodate a larger scale and truck tractor; and
4. Modification to the roadway access northeast of the solids loading structure and relocation of storm drain catch basin and piping, also as noted on the design clarification drawings.

Cost Impact:

MWHC has reviewed the attached WML cost proposal and find it acceptable. Accordingly, MWHC recommends a contract cost increase of \$76,981.14 to be executed in a change order for the modifications requested.

Summary of Change Order No. 20 Costs:

The cumulative costs associated with this change is in the amount not to exceed \$113,100.05. The costs are as summarized below.

Item	Cost
Item #1 – Solids Loading Truck Scale Modification	\$36,118.91
Item #2 – Aeration Basin Network Switch for HACH Instruments	\$76,981.14
Total:	\$113,100.05

Fiscal Impact:

WWTP	Budget Amount	Paid to Date	Remaining
Design	\$ 2,697,942.63	\$ 2,557,938.51	\$ 140,004.12
Construction Management	\$ 5,382,475.75	\$ 5,626,153.46	\$ (243,677.71)
Equipment	\$ 252,906.00	\$ 256,216.13	\$ (3,310.13)
Permits	\$ 324,776.76	\$ 121,450.10	\$ 203,326.66
Construction	\$ 53,910,737.00	\$ 48,974,526.04	\$ 4,936,210.96
Contingency	\$ 5,624,252.52	\$ 3,691,820.49	\$ 1,932,432.03
Unallocated	\$ 2,441,341.72	\$ -	\$ 2,441,341.72
Total	\$70,634,432.38	\$61,228,104.73	\$9,406,327.65

CO No.	Description	Reason for Change	Amount	Amount
1	MBR System Improvements	Enhance the performance of MBR System	\$149,741.00	\$149,741.00
2	RO System Electrical Modifications & Storm Drain System Material Change	Design & Material Updates	(\$245.00)	(\$245.00)
3	New Aeration Basin 1 through 3 Excavation	Conflict with Existing Utilities	\$19,998.00	\$19,998.00
4	Structural and Mechanical Modifications	Pre-Selected Submittals	\$57,450.64	\$57,450.64
5	Vactor Truck Dump Station Modifications	Conflict with Construction	NTE \$15,000.00	\$15,000.00

6	EDI/Fine Coarse Bubble Diffuser Equipment	Design Change	\$24,298.00	\$24,298.00
7	Various Changes – MBR/RO Structural, Site Civil & Headworks SCADA Design Modifications	Design Changes	\$59,167.49	\$59,167.49
8	Various Changes - Demolition, Piping Realignment, Material Change, and Electric Actuated Valve Voltage Change	Unforeseen Conditions and Value Engineering	\$6,067.00	\$6,067.00
9	Various Changes - Solids Handling Bldg. Conveyor Capacity Increase, Electrical Yard Vault Cover Changes, Additional Pothole Investigation and Existing Duct Bank Removal, and Yard Utilities	Design Changes, Conflict with Construction, Owner Requested Changes	\$138,531.73	\$138,531.73
10	MBR Chemical Area Changes & Other Misc. Changes and Inclement Weather Impact Nov-18 to May-19	Owner Requested Changes & Inclement Weather	\$596,031.05	\$596,031.05

11	Frontier Internet Provider Duct Bank Modifications, 30-inch MBR & 20-inch Plant Effluent Pipeline Elevation and Alignment Modifications, Additional Safety Required Handrail at Retaining Wall and Generator	Design Changes, & Conflict with Construction	\$81,128.29	\$81,128.29
12	RO-Sulfuric Acid Chemical Piping Material Change, Solids Feed Pump TR/TSH Thermocouple Elements, Solids Handling Bldg. Changes	Design Changes, Owner Requested Changes	\$91,417.26	\$91,417.26
13	Plant Effluent Chemical Area Changes	Owner Requested Changes	\$404,821.33	\$404,821.33
14	ADA Compliance Men's – Women's Restroom Modifications & SCE Required Additional 4/0 Ground Cable	Design Changes & SCE Requirements	\$12,311.12	\$12,311.12

15	Aeration Basin 24" Air Piping Block- outs and Pipe Seals, Modifications to HACH Instrumentation Communications Protocol, MBR Module Lifting Safety Device, RO CIP-Skid Discharge Orifice Plate Addition	Design Changes, Owner Requested Changes	\$79,713.39	\$79,713.39
16	Pump station at the EQ Basin	Design Changes, Owner Requested Changes	NTE \$667,487.82	\$667,487.82
17	RW FUTURE PUMP STATION, Weather Time Extension, Valve Modifications, MBR Feed Pump Seal Water Control Changes	Design Changes, Owner Requested Changes, Unforeseen Conditions	NTE \$159,442.86	\$159,442.86
18	Construction Cost of UV System, Weather Time Extension	Design Changes, Unforeseen Conditions	NTE \$1,788,568.52	\$1,788,568.52

19	Aeration Basin 1-4 MOV Extension Risers, Aeration Basin Network Switch for HACH Instruments, Fine Screens, MBR Addition	Design and Scope Changes	\$ 95,556.60	\$95,556.60
20	Huber	Design Change	NTE \$113,100.05	\$113,100.05
WWTP Contingency	Budget Amount	Change Orders 1-20	Remaining	Total
	\$5,624,252.52	\$4,559,587.15	\$1,064,665.37	\$4,559,587.15

Recommended Action:

Staff recommends City Council approval of Change Order No. 20 for the Wastewater Treatment Plant Upgrade and Expansion in the amount not to exceed \$113,100.05 for Solids Loading Truck Scale Modifications and Associated Site Paving and Grading Modifications.

Attachments:

- A. Change Order 20



City of Beaumont

Wastewater Treatment Plant Salt Mitigation Upgrade Project Change Order No. 20

June 03, 2021

		Amount	Calendar Days	Comp. Date
Contractor:	W.M. Lyles Co.	Original Contract:	\$ 53,312,000.00	820 1/26/2021
Project Name:	Wastewater Treatment Plant Salt Mitigation Upgrade Project	Previous Approved Changes:	\$4,267,151.10	186 5/30/2021
Contract No.:	C18-80	This Change: Amount NTE	\$113,100.05	0
CO Number:	20	Revised Contract if Approved:	\$57,692,251.15	1006 7/31/2021
		Previous Phase 1 Completion Date	5/20/2020	
		Revised Phase 1 Completion Date	9/18/2020	

This change order covers changes to the subject contract as described herein. The Contractor shall supply all labor, equipment, and materials to complete the Change Order items for the lump sum price agreed upon herein. All Change Order items must be submitted to the City for approval prior to fabrication.

Item No.	PCO No.	Description of Changes	Amount	Phase 1 Time Extension (CD*)	Phase 2 / Project Completion Time Extension (CD*)
1	47	Solids Loading Truck Scale Modification	\$36,118.91	0	0
2	48	Site Paving & Grading Modifications to Facilitate Solids Loading	\$76,981.14	0	0
3			\$0	0	0
4			\$0	0	0
NET CHANGE IN CONTRACT AMOUNT – INCREASE (OR DECREASE)			\$113,100.05	0	0

*Calendar Days

The amount of the Contract will be increased/decreased by One Hundred-Thirteen Thousand, One Hundred dollars and five cents (\$113,100.05). The Contract Time will be increased by zero (0) calendar days.

The Contractor agrees to furnish all labor, equipment, and materials and to perform all other necessary work, inclusive of the directly or indirectly related work, within the approved time extension required to complete the above Change Order items. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the Contract Price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in Work, and as to the extension of time allowed, if any, for the completion of the entire Work on account of said Change Order. The City and the Contractor hereby agree that this Change Order constitutes full mutual accord and satisfaction for all time, all costs, and all impacts related directly or indirectly to this Change Order. The Contractor hereby agrees that this Change Order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of himself and all subcontractors to waive all right to file any further claims or request for equitable adjustment arising out of or as a result of this Change Order or the cumulative effect of this Change Order on the performance of the overall Work under the Contract. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the City.

Recommended: Charles F. Reynolds, **Date:** 06/15/2021
 MWH Constructors, Senior Resident Engineer

Accepted: Grant Gourley, **Date:** _____
Digitally signed by Grant Gourley
 DN: C=US, E=ggourley@wmlylesco.com, O=W. M. Lyles Co., CN=Grant Gourley
 Contact Info: Vice President
 Date: 2021.07.01 06:22:52-07'00'
 W.M. Lyles Co., Contractor

Approved: Brian P. Knoll, **Date:** 7/8/2021
Digitally signed by Brian P. Knoll
 DN: C=US, E=brian.knoll@webbassociates.com, O=Albert A. Webb Associates, OU=Vice President, CN=Brian P. Knoll
 Date: 2021.07.08 14:02:15-07'00'
 Albert A. Webb Associates, Program Manager

Approved: _____, **Date:** _____
 City of Beaumont, City Manager

Technical Justification:

PCO-47	
Design Adjustment: WML COP-053.1 CLAR-43R1	Solids Loading Truck Scale Modification
<p><u>Reason for Design Changes:</u></p> <p>The truck scale at the Dewatered Solids Loading Structure is being modified for concerns noted below.</p> <ul style="list-style-type: none"> • To accommodate yard mule truck and trailers currently used on site the scale located at the front of the trailer must be increased in size. • To accurately weigh and control the four sludge loading gates that distribute sludge equally along the length of the trailers. • To avoid landing gear collapse due to excessive loading concerns at the front of the trailer. <p><u>Design and Scope Changes:</u></p> <ul style="list-style-type: none"> • The 3ftx10ftx6in landing gear scale shall be replaced with a 24ftx10ftx6in Yard Mule Tractor scale as quoted by Meldrum Scale Company. • The concrete foundation shall be modified per revised contract drawing CLAR-43, SLS-1; relocating floor drains, adjusting drainage slope and the extension of the concrete foundation to the north to accommodate the larger scale. • Per the requirements of Contract Specifications Section 347813 the protective coating of the scale shall be changed from a two-part epoxy to manufacturer standard powder-coat with a standard dry-mill thickness 2 to 3 mil. Load cells shall be changed from stainless-steel fabrication to nickel-plated alloy steel. • Cost proposal shall include the costs for the larger 24ftx10ftx6" scale minus the cost of the 3ftx10ftx6" landing gear scale including all necessary costs for the adjustments in labor and handling for a larger scale along with the cost for the extension of the concrete foundation. Contractor shall not perform any work until change has been approved by City Council unless directed otherwise. <p><u>Cost Impact:</u></p> <p>MWH has reviewed the attached WML cost proposal and find it acceptable. Accordingly, MWHC recommends a contract cost increase of \$36,118.91 to be executed in a change order for the modifications requested.</p>	

CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT

CHANGE ORDER PROPOSAL (COP) # 053.1
(By Contractor)

To (Engineer/CM): MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	From (Contractor): W.M. Lyles Co. Attention: Oscar Mendoza Phone: 619-565-6064 Email: omendoza@wmlylesco.com
PCO/DCM No.: CLAR-43	
Subject: Truck Scale Modifications	
Reference Documents: Attached	
DESCRIPTION	
This COP is to procure a new truck scale only per CLAR 43. All concrete work is included under COP 54.	
COST ESTIMATE	
Total Cost: \$ 36,118.91. – see attached breakdown.	
SCHEDULE IMPACT	
N/A	
Received by MWH Constructors (Date):	

RESPONSE

Response By:

Date:

Final Distribution: Oscar Mendoza, W.M. Lyles Co.
Brian Knoll, Webb Associates
MWH Inspector

W. M. Lyles Co.
42142 Roick Drive
Temecula, CA 92590

5/25/2021

Reference #: CLAR-43, DCM-37

Attention: Charles W. Reynolds

City of Beaumont WWTP Salt Mitigation Upgrade Project

DESCRIPTION: Truck Scale Modifications Rev 1

Item:		Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1	Truck Scale Modifications Rev 1	1 LS	0	\$ -	\$ -	\$ 31,096.78	\$ -	\$ 31,096.78
2		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
3		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs			0	\$ -	\$ -	\$ 31,096.78	\$ -	\$ 31,096.78

Subtotal		\$	31,096.78
Mark-up - Labor	15%	\$	-
Mark-up - Equipment	15%	\$	-
Mark-up - Materials	15%	\$	4,664.52
Mark-up - Subcontractor	5%	\$	-
Bond	1.0%	\$	357.61
Total This Change Order		\$	36,118.91

Comments:



Meldrum Scale Company, Inc.

An ISO 17025:2005 Accredited Company
 541 West 9560 South - Sandy, Utah 84070-2586
 Ph: 801-255-7410 Fax: 801-255-7784
 Toll Free: 1-800-924-7410

QUOTATION

Item 20.

18282

Page 1 of 2

July 27, 2018

ORIGINAL TRUCK SCALE PER BID DOCS

Mr. Charles Henley
 W. M. Lyles
 1210 West Olive Avenue
 Fresno, CA 93728
 E-Mail: chenley@wmlyles.com

RE: City of Beaumont, CA WWTP Salt Mitigation Project - Sect. 347813 - Truck Scales.

Item	Description	\$ Price
1	<p>One (1) model 770AW Two-Scale Stationary Truck Scale System with Load Indicators. This truck scale system is made up of two scale decks with scale deck access ramps. The scale decks will be installed in a location that will accommodate placement of a trailer axle set and trailer landers. The weight of the trailer will be displayed by the digital weight controller and by a 4.5" tall numeric display. Relay cut off will be provided for automated auger or conveyor motor starter control. An indicator light will show the load fill or full condition.</p> <p>The 770-AW truck scale system includes the following:</p> <ul style="list-style-type: none"> • One (1) Axle Scale Deck #770-AW-1012-60K, 10' wide x 12' long x 6" tall with two deck modules painted with two part Epoxy paint finish, six 20,000 lb capacity stainless steel sealed load cells and Nema 4 stainless steel junction box. • One (1) Landing Gear Scale Deck #770-AW-LG-60K, 10' wide x 3' long x 6" tall painted with two part Epoxy paint finish with four 20,000 lb capacity stainless steel sealed load cells and Nema 4 stainless steel junction box. • Scale interface cabling (conduit from scale deck to scale deck is recommended but not included in the quoted price). • Four (4) Scale approach ramps #700-AW-RAMP 10' wide x 3' long x 6" tall with two part Epoxy paint finish. • 316 stainless steel wedge anchors. • One AWT ZM405 digital weight indicator with all standard features, custom load out software, relay cut off output for automated auger/conveyor control and for load indicator light control. • One XR4500TL Scale Remote Display, 4.5" tall dual array super bright LED display digits with sun visor. • One Scale Load Indicator Light, 4.5" tall Green/Red LED lights with sun visor. <p>A level concrete mounting surface is required for proper scale installation and accuracy. Mounting surface concrete materials and concrete material installation are not included in the quoted price.</p> <p>Local installation, set up and final scale calibration will be required. This equipment start up cost is not included in the quoted pricing. Local calibration is estimated to cost approximately \$1,200. in the installation area. This installation service can be coordinated by Meldrum Scale Company.</p>	<p>\$36,855.00</p>

Continued on page 2



Meldrum Scale Company, Inc.
 An ISO 17025:2005 Accredited Company
 541 West 9560 South - Sandy, Utah 84070-2586
 Ph: 801-255-7410 Fax: 801-255-7784
 Toll Free: 1-800-924-7410

Item 20.

QUOTATION NO.
18282
 Page 2 of 2

July 27, 2018

Mr. Charles Henley
 W. M. Lyles
 1210 West Olive Avenue
 Fresno, CA 93728
 E-Mail: chenley@wmlyles.com

RE: City of Beaumont, CA WWTP Salt Mitigation Project - Sect. 347813 - Truck Scales.

Item	Description	\$ Price
	<p><i>Continued from page 1</i></p> <p>One 120 volt, 10 amp isolated AC power circuit is required to power the ZM405 weight indicator, the XR4500TL remote scale display and load indicator lights. AC power wiring and wiring conduits are not included in the quoted truck scale price.</p> <p>Freight charges from the factory are not included in the quoted pricing and will be added to the scale price when a shipping method is determined. LTL Freight charges are estimated at approximately \$3,250.</p> <p>This scale is NTEP approved to weight un-linked semi-trailers and meets NIST Handbook 44 requirements.</p> <p>The listed 770-AW Axle Scale System scale decks and ramps are covered by a limited One Year Manufacturer's warranty. The ZM405 weight indicator is covered by a limited two year warranty.</p> <p>Note: The quoted prices do not include California state or local municipality sales or use taxes. Meldrum Scale Company is not set up to collect or pay state or municipality sales or use taxes in the state of California.</p>	

- F.O.B. Point - Factory - Honey Brook, PA. (Ship weight is 7,700 lbs. Estimated LTL freight charges \$3,250.)
- Delivery - Approximately 10 to 12 weeks to build and ship.
- Terms - 50% down payment with custom scale order, balance Net 30 days from the scale ship date.
- This quotation will remain in effect for 30 days from the quotation date listed above.

MELDRUM SCALE COMPANY, INC. by Randy Allen



Meldrum Scale Company, Inc.

An ISO 17025:2005 Accredited Company
 541 West 9560 South - Sandy, Utah 84070-2586
 Ph: 801-255-7410 Fax: 801-255-7784
 Toll Free: 1-800-924-7410

Item 20.

 QUOTATION
21185
 Page 1 of 2
 April 22, 2021

NEW SCALE PER CLAR 43

Ms. Samantha Robbins
 W. M. Lyles Company
 P.O. Box 4377
 Fresno, CA 93744
 E-Mail: Srobbins@wmlylesco.com

RE: Beaumont, CA WWTP Salt Mitigation Project - Sect. 347813 - Truck Scales - ver 04.

Item	Description	\$ Price
1	<p>One (1) model 770AW Two-Scale Stationary Surface Mount Truck Scale System with Trailer Load Indicators. This truck scale system is made up of two scale decks with scale deck access ramps. The scale decks will be installed on ground level in a location that will accommodate placement of a trailer axle set and a Yard Mule or Truck. The weight of the trailer load will be displayed by the digital weight controller and by a 4.5" tall numeric display. Relay cut off will be provided for automated auger or conveyor motor starter control. An indicator light will show the load fill progress or full condition.</p> <p>The 770-AW surface mount truck scale system includes the following:</p> <ul style="list-style-type: none"> • One (1) Axle Scale Deck #770-AW-1012-60K, 10' wide x 12' long x 6" tall with two deck modules painted with standard 2.5 mil powder coat paint finish, six 20,000 lb capacity nickel plated alloy steel IP67 sealed load cells and Nema 4 stainless steel junction box. • One (1) Yard Mule / Truck Scale Deck #770-AW-1024-60K, 10' wide x 24' long x 6" tall painted with powder coat paint finish with ten 20,000 lb capacity nickel plated alloy steel IP67 sealed load cells and Nema 4 stainless steel junction box. • Scale deck interface cabling. • Four (4) Scale approach ramps #700-AW-RAMP 10' wide x 3' long x 6" tall with standard 2.5 mil powder coat paint finish. • 316 stainless steel wedge anchors. • One (1) AWT ZM405 digital weight indicator with all standard features, custom load out software, relay cut off output for automated auger/conveyor control and for load indicator light control. • One (1) XR4500TL Scale Remote Display, 4.5" tall dual array super bright LED display digits with sun visor. • One (1) Scale Load Indicator Lights, 4.5" tall Green/Red LED lights. 	\$61,678.00
2	<p>Optional Second 2.5 mil Powder Coat Paint Finish providing a 5.6 mil paint coating thickness on all truck scale deck and scale access ramp surfaces.</p>	\$6,176.00
	<p>A level concrete mounting surface is required for proper scale installation and scale accuracy. Mounting surface concrete materials and concrete material installation are not included in the quoted price. A crane or forklift will be required for scale placement on existing scale foundation concrete. Use of a lifting and placement device is not included. Conduit from scale deck to scale deck is recommended but not included in the quoted price. One 120 volt, 10 amp isolated AC power circuit is required to power the ZM405 weight indicator, the XR4500TL remote scale display and load indicator lights. AC power wiring and wiring conduits are not included in the quoted truck scale price.</p>	
3	<p>Local Installation, Set up and Final Scale Calibration will be required. This equipment start up cost is not included in the quoted pricing. Local calibration is estimated to cost approximately \$3,250. in the Beaumont, CA installation area. This installation service will be coordinated by Meldrum Scale Company.</p>	Estimated at \$3,250.00

Continued on page 2



Meldrum Scale Company, Inc.

An ISO 17025:2005 Accredited Company
541 West 9560 South - Sandy, Utah 84070-2586
Ph: 801-255-7410 Fax: 801-255-7784
Toll Free: 1-800-924-7410

Item 20.

QUOTATION NO.

21185

Page 1 of 2

April 22, 2021

Ms. Samantha Robbins
W. M. Lyles Company
P.O. Box 4377
Fresno, CA 93744
E-Mail: Srobbins@wmlylesco.com

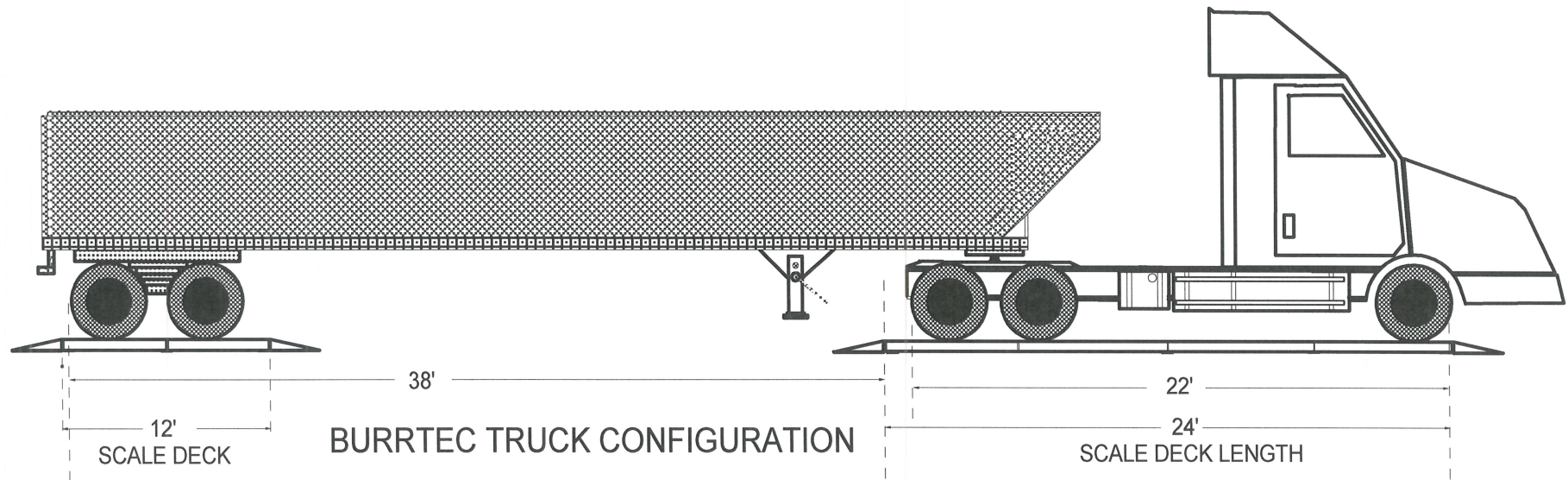
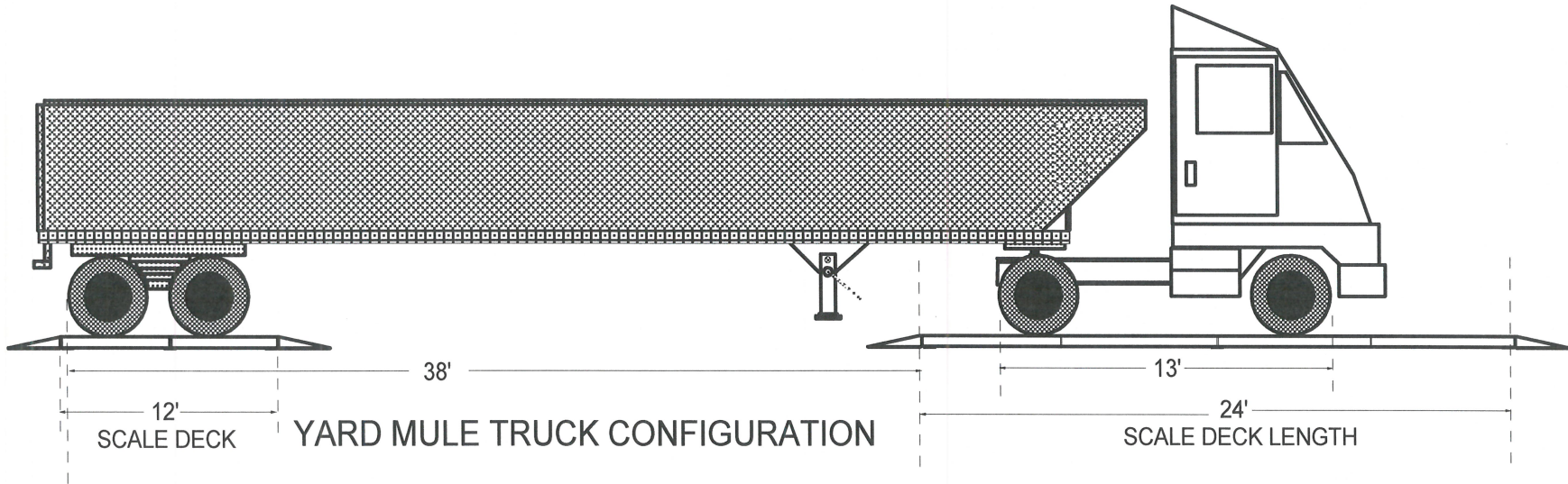
RE: Beaumont, CA WWTP Salt Mitigation Project - Sect. 347813 - Truck Scales - ver 04.

Item	Description	\$ Price
4	<p><i>Continued from page 1</i></p> <p>Freight charges from the factory are not included in the quoted pricing and will be added to the scale price when a shipping method is determined. LTL Freight charges are estimated at approximately \$5,550. Actual freight charges can be determined within 30 days of the scheduled ship date.</p> <p>The listed 770-AW Axle Scale System scale decks, ramps and load cells are covered by a limited One Year Manufacturer's warranty. The ZM405 weight indicator is covered under a limited two year warranty.</p> <p><u>Note:</u> The quoted prices do not include California state or local municipality sales or use taxes. Taxes if required are the responsibility of the customer. Meldrum Scale Company is not set up to collect or pay state or municipality sales or use taxes in the state of California.</p>	<p>Estimated at \$5,550.00</p>

- F.O.B. Point - Factory - Honey Brook, PA. (Ship weight is 17,800 lbs.)
- Delivery - Approximately 8 to 10 weeks to build and ship.
- Terms - 50% down payment with custom scale order, balance Net 30 days from the scale ship date.
- This quotation will remain in effect for 15 days from the quotation date listed above.

MELDRUM SCALE COMPANY, INC. by Randy Niles

BEAUMONT, CA - WASTE WATER MITIGATION TRUCK SCALE



03/12/2021



MELDRUM SCALE COMPANY, INC.
An ISO 17025-2017 Accredited Company
541 W. 9500 S., Sandy, UT 84070
Ph: 801-255-7410 Toll Free: 1-800-924-7410
www.meldrumscale.com

Technical Justification:

PCO-48	Site Paving & Grading Modifications to Facilitate Solids Loading
Design Adjustment: WML COP-054 CLAR-45	

Reason for Design Changes:

This change is implemented to accommodate longer sludge trucks and to improve traffic flow patterns throughout the site. The truck scale at the Dewatered Solids Loading Structure was modified to accommodate more accurate weight measurement of the sludge truck and trailer, which increased the concrete foundation of the Solids Loading Structure. Also modified is the increase in turning radius of the roadway entrance to the Solids Loading facility and the addition of a paved sludge trailer storage area.

Design and Scope Changes:

- Changes in site grading are to be made as noted throughout the design clarification drawings.
- The addition of paving for sludge trailer storage located east of the Equalization Basin, also shown in the design clarification.
- The increase in size of the foundation of the Solids Loading Structure to accommodate a larger scale and truck tractor.
- Modification to the roadway access northeast of the Solids Loading Structure and relocation of storm drain catch basin and piping, also as noted on the design clarification drawings.

Cost Impact:

MWH has reviewed the attached WML cost proposal and find it acceptable. Accordingly, MWHC recommends a contract cost increase of \$76,981.14 to be executed in a change order for the modifications requested.

CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT

CHANGE ORDER PROPOSAL (COP) # 054
(By Contractor)

To (Engineer/CM): MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	From (Contractor): W.M. Lyles Co. Attention: Oscar Mendoza Phone: 619-565-6064 Email: omendoza@wmlylesco.com
PCO/DCM No.: CLAR-45	
Subject: Solids Handling Area Grading	
Reference Documents: Attached	
DESCRIPTION	
This COP is to modify the road pavement around the Solids Handling Bldg, Solids Loading Slab, EQ Basin, and other misc locations are noted on CLAR 45.	
COST ESTIMATE	
Total Cost: \$ 76,981.14. – see attached breakdown.	
SCHEDULE IMPACT	
N/A	
Received by MWH Constructors (Date):	

RESPONSE

Response By:

Date:

Final Distribution: Oscar Mendoza, W.M. Lyles Co.
Brian Knoll, Webb Associates
MWH Inspector

W. M. Lyles Co.
42142 Roick Drive
Temecula, CA 92590

5/25/2021

Reference #:

DCM #38

Attention: Charles W. Reynolds

City of Beaumont WWTP Salt Mitigation Upgrade Project

DESCRIPTION: CLAR-45 - Solids Handling Area Grading

Item:		Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1	CLAR-45 - Solids Handling Area Grading	1 LS	221	\$ 18,395.93	\$ 5,386.94	\$ 5,722.98	\$ 40,273.55	\$ 69,779.40
2		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
3		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs			221	\$ 18,395.93	\$ 5,386.94	\$ 5,722.98	\$ 40,273.55	\$ 69,779.40

Subtotal		\$	69,779.40
Mark-up - Labor	15%	\$	2,759.39
Mark-up - Equipment	15%	\$	808.04
Mark-up - Materials	15%	\$	858.45
Mark-up - Subcontractor	5%	\$	2,013.68
Bond	1.0%	\$	762.19
Total This Change Order		\$	76,981.14

Comments:

City of Beaumont WWTP Salt Mitigation Upgrade Project
CLAR-45 - Solids Handling Area Grading

###

Item 20.

A. Labor

Description	Lab Pipe FM			Lab Pipe			Operator			Carp FM			Carp			Lab			Cement Mason			
	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	
Form, Rebar, Pour, Finish, Strip and Patch																						
Place Crushed Rock	4			8			4								36			24			24	
Dig and Place Rip Rap	4			8			4															
T&M Over-excavation of Solids Loading 5/14/21	5			7			5															
T&M Backfill Over-ex 5/17/21&5/20/21	4			5			5															
T&M Finegrade 5/21/21&5/24/21	2			14			7															
T&M Excavate 12" Storm Drain 5/17/21							3			1							3					
T&M Lay 12" Storm Drain & Zone							3			1				12								
Backfill 12" Storm Drain Trench							4										8					
	19	0	0	42	0	0	39	0	0	14	0	0	48	0	0	35	0	0	24	0	0	

Name	Rate			Hours			Extension
	ST	PT	DT	ST	PT	DT	
Lab Pipe FM	\$80.34	\$107.19	\$134.03	19	0	0	\$1,526.53
Lab Pipe	\$77.73	\$103.27	\$128.79	42	0	0	\$3,264.57
Operator	\$98.67	\$131.84	\$165.00	39	0	0	\$3,848.01
Carp FM	\$87.32	\$117.91	\$148.48	14	0	0	\$1,222.48
Carp	\$83.44	\$112.07	\$140.71	48	0	0	\$4,005.10
Lab	\$74.26	\$98.07	\$121.86	35	0	0	\$2,599.16
Cement Mason	\$80.42	\$105.60	\$130.78	24	0	0	\$1,930.08
				221	0	0	
Total Labor =							\$18,395.93

B. Equipment

Description	17.230.	32.037	31.028	30.048	18.305	15.182	20.024
Form, Rebar, Pour, Finish, Strip and Patch	16	4			16		
Place Crushed Rock	4			4			
T&M Over-excavation of Solids Loading 5/14/21	5			3		2	2
T&M Backfill Over-ex 5/17/21&5/20/21	4						5
T&M Finegrade 5/21/21&5/24/21	10			2			5
T&M Excavate 12" Storm Drain 5/17/21	1			3			
T&M Lay 12" Storm Drain & Zone	1			3			
Backfill 12" Storm Drain Trench				4			
	41	4	0	19	16	2	12

Number	Description	Rate	Hours	Extension
17.230.	1/2 Ton PickupChevy1500 Crew Cab	\$29.60	41	\$1,213.60
32.037	ReachliftXtremeXR1055	\$58.61	4	\$234.44
31.028	Hydro Crane - 80 TonLink BeltRTC-8080 II 80 Ton	\$164.01	0	\$0.00
30.048	Loader Backhoe 410John Deere410L	\$64.30	19	\$1,221.70
18.305	1 Ton Gang TruckFordF350 Ext Cab	\$29.60	16	\$473.60
20.041	ExcavatorJohn Deere350GLC	\$151.12	2	\$302.24
20.024	ExcavatorCAT330D	\$161.78	12	\$1,941.36
Rent	Owner Op dump trucks	\$100.00	0	\$0.00
			94	
Total Equipment =				\$5,386.94

C. Materials

	Quantity	Unit	Price	Extension
4000 PSI Concrete	17	CY	\$ 150.00	\$2,550.00
Form Lumber and Chamfer	1	ea	\$ 1,000.00	\$1,000.00
Consumables	221	Hr	\$ 3.50	\$773.50
3/8" Crushed Rock	15	TN	\$ 23.39	\$350.85
RipRap	4	TN	\$ 159.25	\$637.00
Tax	7.750%			\$411.63
			Subtotal	\$5,722.98
Total Material =				\$5,722.98

D. Subcontractor

	Quantity	Unit	Price	Extension
Concrete Pumping	17	CY	\$20.00	\$340.00
PSG - Rebar	1	LS	\$4,170.00	\$4,170.00
Straightup Surveying - Re-Calcs and Staking	1	LS	\$2,500.00	\$2,500.00
J/K - Grading	1	LS	\$19,715.00	\$19,715.00
EBS - Curb and Gutter	1	LS	\$4,548.55	\$4,548.55
Matich - 4" AC Paving - Onsite Modifications	1	LS	\$9,000.00	\$9,000.00
Total Subcontract =				\$40,273.55



PO Box 10, Highland, CA 92346

To: Estimating
W.M. Lyles Co.
1210 W. Olive Ave.
Fresno CA 93728

Quote : 1398
Date : 5/4/2021
Phone: (559) 441-1900
Email: acayama@wmlylesco.com

Item 20.

From: Jason Jones
Phone: (909) 382-7400
Fax: (909) 382-0113

CA License: 149783 A, B
DIR No: 1000004260
Email: jjones@matichcorp.com

We propose to furnish labor and material in accordance with the plans and specifications for:
19-028 SALT WWTP PAVING REVISION #2
BEAUMONT, CA

Item No.	Description	Quantity	U/M	Unit Price	Total Price
ADDITIONAL WORK					
01 1	4" AC PAVING - ONSITE	1.0	LS	\$9,000.000	\$9,000.00
Total for: ADDITIONAL WORK					\$9,000.00
Total Proposal Price:					\$9,000.00

NOTES

1. Proposal is good for 30 days.
2. If this work is not performed by June 30, 2021, this proposal is subject to a price adjustment.
3. Payment will be the 10th of the month following the work.
4. Matich Corporation not responsible for damage to unmarked underground utilities.
5. Proposal is based on LUMP SUM prices.
6. Quantities are estimated.
7. Includes ONE move-in AS PART OF CONTRACT WORK.
8. If work is to be completed on a separate move-in new unit pricing will need to be negotiated.
9. Prices subject to labor rates, natural gas and OIL INDEX fluctuations.
10. Proposal based on plan revisions provided by W.M. Lyles on 4/9/21.

SPECIAL EXCLUSIONS

1. Excludes engineering, staking, testing, permits, and inspection fees.
2. Excludes hazardous material removal / disposal.
3. Excludes asphalt sawing and sealing.
4. Excludes import or export of fill material.
5. Excludes aggregate base materials.
6. Excludes adjustment of manholes, water valves and any utilities.
7. Excludes weedkill and crack fill.
8. Excludes the cost of bonds; add 0.7% if desired.
9. Excludes SWPPP requirements and dust control.
10. Excludes water and water trucks, water for rollers to be provided by others.
11. Sweeping and clean-up.

Date:

Accepted by:

741



Contractor: WM Lyles

Date: 4/28/2021

Job Name: Salt Mitigation WWTP Upgrades

PSG Job #: L18161

Extra No.: 17

Description: Added Material and Labor for Solids Structure Modification per SLS-1, Section A.

Please see attached correspondence.

Material:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Rebar	2,145	LB	\$ 0.72		\$ 1,544.00
Specialty Rebar	-	LB	\$ 1.50		\$ -
Mesh	-	SQFT	\$ 0.35		\$ -
Couplers	-	Each	\$ 1.75		\$ -
Other	-	Each	\$ -		\$ -
					\$ 1,544.00

Labor Impact:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Rebar	15	Hours	\$ 93.04		\$ 1,396.00
Specialty Rebar	-	Hours	\$ 93.04		\$ -
Mesh	-	Hours	\$ 93.04		\$ -
Couplers	-	Hours	\$ 93.04		\$ -
Other	-	Hours	\$ 93.04		\$ -
					\$ 1,396.00

FWA Labor:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Ironworker	-	Hours	\$ 93.04	Regular Base Pay	\$ -
Overtime	-	Hours	\$ 53.90	Premium Portion Only	\$ -
Doubletime	-	Hours	\$ 83.80	Premium Portion Only	\$ -
					\$ -

Other:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Engineering	1.00	Hours	\$ 85.00	Additional Detailing	\$ 85.00
Crane	-	Hours	\$ 300.00		\$ -
Delivery	1.00	Each	\$ 550.00		\$ 550.00
Other	-	Each	\$ -		\$ -
					\$ 635.00

Sub Total = \$ 3,575.00

Overhead & Profit @ 10% & 5% = \$ 554.00

Sub Total = \$ 4,129.00

Bond Fee = \$ 41.00

742

Total Extra To Contract = **\$ 4,170.00**

PROPOSAL & CONTRACT



EBS

general engineering, inc.

Item 20.

Lic. No. 720016 A 1345 QUARRY STREET, #101, CORONA, CA 92879 DIR# 100005295

Phone: (951) 279-6869
 From: WILLIE ELLIS
 Email: wellis@ebsgeneral.com

FAX: (951) 279-6832
 Quote Date: 05/05/2021
 Estimating Dept: bids@ebsgeneral.com

To: W.M. LYLES CO.
 42142 ROICK DRIVE
 TEMECULA CA 92590

Quote : 2861
 Fax: (951) 698-3031
 Phone: (951) 973-7393
 Email: 21118

We propose to furnish you labor and material in strict accordance with the plans and specifications as follows:
SALT MITIGATION UPGRADE
VEILE AVE & 4TH ST, BEAUMONT

PROPOSAL SUMMARY

03	CLAR-45 PLAN REVISION	\$4,548.55
Total Proposal Price		\$4,548.55

Item No.	Description	Quantity	U/M	Unit Price	Total Price
CLAR-45 PLAN REVISION					
03 1	DEDUCT CURB & GUTTER	10.00	LF	\$-28.75	\$-287.50
03 2	CONSTRUCT 4' CROSS GUTTER	16.50	LF	\$52.50	\$866.25
03 3	CONSTRUCT 4" SIDEWALK	32.00	SF	\$11.65	\$372.80
03 4	CONSTRUCT 8" PCC PAD PER 122/CD-3	218.00	SF	\$16.50	\$3,597.00
Total for: CLAR-45 PLAN REVISION					\$4,548.55
Total Proposal Price:					\$4,548.55

STANDARD CONDITIONS

1. CHANGE IN QUANTITIES PER CLAR-45

Date:

Accepted by:



Staff Report

TO: City Council
FROM: John Pinkney, City Attorney
DATE: September 7, 2021
SUBJECT: Charter City Presentation and Discussion

Background and Analysis:

The City Attorney's office has prepared a presentation for the City Council comparing general law and charter cities. Charter cities have slightly more autonomy than general law cities because they retain control over matters of statewide concern. Charter cities remain subject to the same state laws applicable to general law cities.

Municipal Affairs

- a. Processes and procedures associated with city contracts, including application of prevailing wage standards for city-funded projects (projects using State or Federal funding are still subject to State prevailing wage laws);
- b. Municipal election matters (through the California Voting Rights Act still applies to charter cities);
- c. Procedures for initiative, referendum, and recall;
- d. Procedures for adopting ordinances;
- e. Compensation of city officers and employees;
- f. Financing public improvements;
- g. Making charitable gifts of public funds for public purposes;
- h. Term limits for council members; and
- i. Land use and zoning decisions.

Matters of Statewide Concern

- a. Regulation of traffic control,
- b. Government Claims Act,
- c. Brown Act – open meeting laws,
- d. Meters – Milias – Brown Act – local government labor relations,
- e. CEQA – California Environmental Quality Act,
- f. Public Records Act,
- g. School systems, and

- h. Licensing of members for trade or profession.

Even where a matter is a municipal affair the state may directly limit the City's authority. For example, charter cities may exempt themselves from the prevailing wage laws as to locally funded projects. However, if a charter city fails to pay prevailing wages, the city may be prohibited from receiving certain state funding for public works projects.

In order to become a charter city, a charter must be proposed. It may be as long or as short as the drafters decide. Article XI, Section 3 of the California Constitution provides three ways for a general law city to draft and adopt a city charter. The City Council can:

- a. Call for the election of an elected charter commission,
- b. Appoint a charter committee that submits a draft charter to the City Council, or
- c. Draft the proposed charter itself.

Regardless of the manner in which the City prepares a proposed charter, a majority of the voters must approve the charter.

Fiscal Impact:

City Staff estimates the cost to prepare this report to be \$2,500.

Recommended Action:

Receive and file presentation.

Attachments:

- A. Presentation – Charter v General Cities

CHARTER CITIES

AS COMPARED TO GENERAL LAW CITIES

INTRODUCTION

- A city may be organized by:
 - the **general laws** of the state
 - OR
 - under a **charter** adopted by local voters (Cal. Gov't Code 34100)
- CA Constitution Article XI, Section 5(a) grants charter cities the power to make and enforce all ordinances and resolutions **concerning municipal affairs** (also known as the “home rule” provision)
- A charter city is subject to the same state laws as general law cities on matters of statewide concern

Statewide concerns take precedence over any local charter provisions

HOME RULE PROVISION

- Charter city provision of the state Constitution based on principle that **a city will know what it needs and how to satisfy those needs** better than the state
- Allows charter cities to conduct their own business and control their own affairs for **maximum local control**
- Allows cities to adopt a charter and ordinances to replace state laws regarding municipal affairs

These municipal affairs must adhere to any limitations within the charter

- Always subject to the US and CA Constitution, federal laws, and state laws of statewide concern
 - Areas of statewide concern may include traffic and vehicle regulation, tort claims, Brown Act, CEQA and CVRA

WHAT IS A GENERAL LAW CITY?

- Bound by the state's general law and follows laws beginning with Gov. Code 34000
- May act locally but its acts must be consistent with the CA Constitution, state statutes, and state administrative regulations

WHAT IS A CHARTER CITY?

- City bound by a written charter document. Charter can be short single issue charter or lengthy multi-issue charter
- Not required to address every issue
- Defines duties of city council and city management
- Additional authority to adopt laws regarding “municipal affairs” that are inconsistent with state statutes.
- Voter approval required for all drafts, ratifications, and amendments

“MUNICIPAL AFFAIRS”

- Municipal affairs are unaffected by general laws passed by statewide legislature
- “Municipal affairs” is somewhat vague concept that changes over time
- CA Constitution discusses **four core categories of municipal affairs**:
 1. Regulation of the “city police force”
 2. Subgovernment in all or part of a city
 3. “conduct of city elections”
 4. “manner in which... municipal officers [are] elected”
- The courts determine if there is a need for “paramount state control”

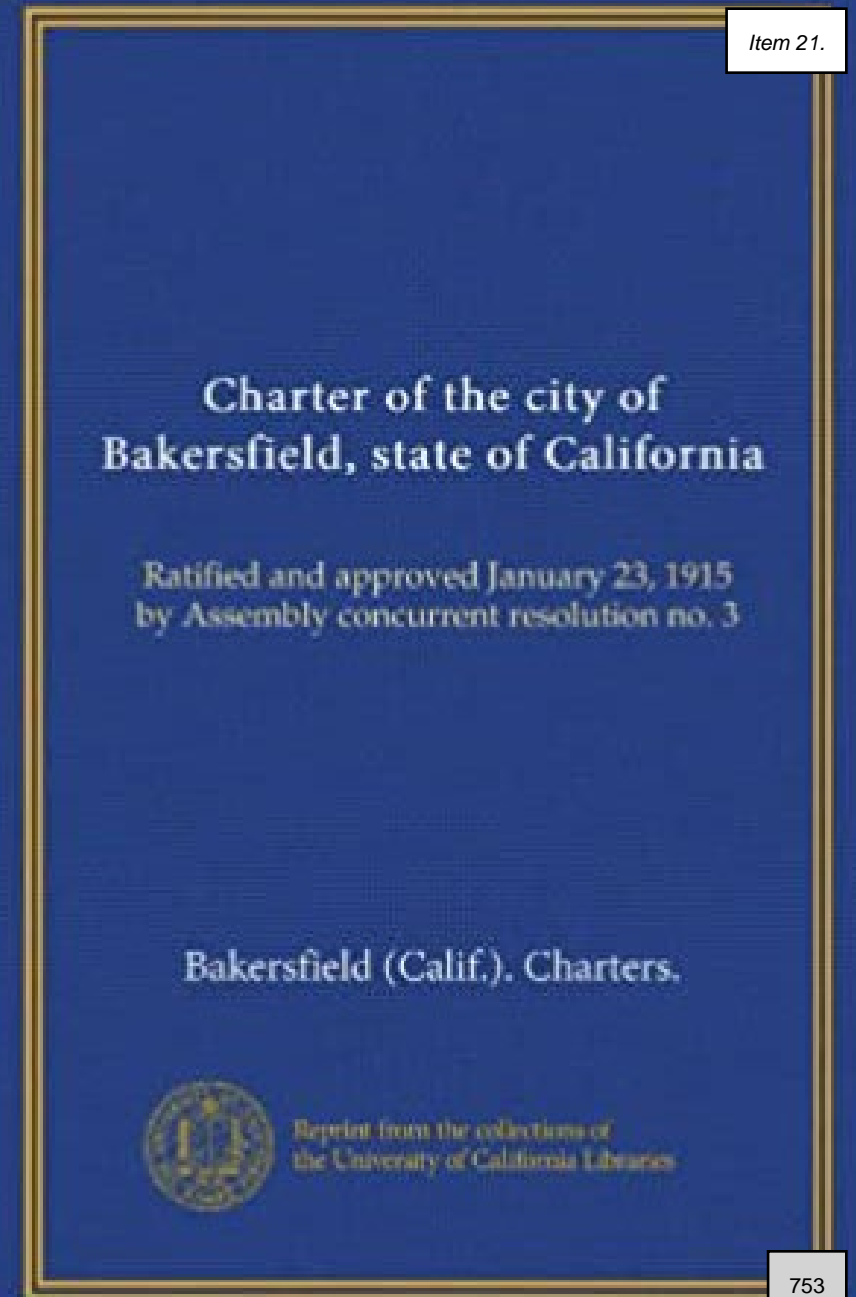
HOW DO THE COURTS DECIDE?

➤ Courts decide what is a municipal affair on a **case-by-case basis**

CONSISTENLY DEEMED MUNICIPAL AFFAIRS	CONSISTENLY DEEMED STATEWIDE CONCERN
<ul style="list-style-type: none">• municipal election matters• procedures for adopting ordinances• compensation of city officers and employees• processes associated with city contracts• making charitable gifts of public funds for public purposes• term limits for council members• land use and zoning decisions	<ul style="list-style-type: none">• traffic and vehicle regulation• licensing of members of a trade or profession• tort claims against a governmental entity• open and public meetings• exercise of the power of eminent domain

CHARTER DOCUMENT

- Similar to a Constitution for the city adopting it
- Transfers the power to adopt legislation affecting municipal affairs from the state legislature and instead to the city adopting it
- Still subject to general laws that are not municipal in nature
- Common areas that are usually found in a charter:
 - ✓ Conduct of city elections
 - ✓ Procedures for municipal officials
 - ✓ Budget adoption
 - ✓ Form of government
 - ✓ Constitution, regulation, and government of the local police force



CHARTER CITIES

PROS

- Has supreme authority under municipal affairs; charter city law trumps state law
- Can adopt procedures for municipal affairs
- More flexibility in elections
- More local control

CONS

- Transition period
- Legal challenges
- Limited case law
- Charter amendments require vote
- Municipal affairs may erode over time due to state legislation and subsequent judicial review
- Charter cities have not been spared State revenue takeaways

KEY DIFFERENCES

Characteristic	General Law	Charter City
Governing municipal affairs	<ul style="list-style-type: none"> Bound by the state's general law 	<ul style="list-style-type: none"> Authority over municipal affairs (Cal. Const. art XI 5(b))
Form of government	<ul style="list-style-type: none"> State law describes the city's form of government 	<ul style="list-style-type: none"> Charter describes the city's form of government
Elections	<ul style="list-style-type: none"> Bound by CA Elections Code Cal. Elec. Code 10101 <i>et seq.</i> 	<ul style="list-style-type: none"> Can establish own dates, rules, and procedures for local elections
City Council Member Qualifications	<ul style="list-style-type: none"> Minimum qualifications established by Cal. Elec. Code 321; Cal Gov't Code 34882, 36502; 87 Cal. Op. Att'y Gen 30 (2004) 	<ul style="list-style-type: none"> May establish own criteria but often similar to gen law cities
Public Fund Use in Elections	<ul style="list-style-type: none"> Public officers may not expend money and no candidate shall accept public money (Cal Gov't Code 85300) 	<ul style="list-style-type: none"> May utilize public funding of election campaign (Johnson v. Bradley, 4th Cal. 4th 389 (1992))
Council Member Compensation and Expense Reimbursement	<ul style="list-style-type: none"> Salary ceiling set by city population Salary increases set by state law 	<ul style="list-style-type: none"> May establish council members' salaries

KEY DIFFERENCES

Characteristic	General Law City	Charter City
Legislative Authority	<ul style="list-style-type: none"> • Ordinances cannot be passed within 5 days of introduction (Cal Gov't Code 36934) • Ordinances can only be passed at a regular meeting 	<ul style="list-style-type: none"> • May establish procedures for enacting local ordinances
Quorum and Voting Requirements	<ul style="list-style-type: none"> • Majority of the city council constitutes a quorum for transaction of business (Cal Gov't Code 36810) 	<ul style="list-style-type: none"> • May establish own procedures and quorum requirements.
Public Contracts	<ul style="list-style-type: none"> • Competitive bidding required for public works contracts over \$5,000 (Cal. Pub. Cont. Code 20162) 	<ul style="list-style-type: none"> • Not required to comply with bidding statutes provided the city charter or ordinance exempts the city from such statutes
Payment of Prevailing Wages	<ul style="list-style-type: none"> • Must be paid on public works projects over \$1,000 (Cal. Lab. Code 1771) 	<ul style="list-style-type: none"> • Not bound by state law prevailing-wage requirements if the project is a municipal affair that is not funded by state or federal grants. But required to receive certain state funds. (SB 7)

KEY DIFFERENCES

Characteristic	General Law City	Charter City
Penalties and Cost Recovery	<ul style="list-style-type: none"> Can impose fines, penalties and forfeitures with a fine not exceeding \$1,000 (Cal. Gov't Code 36901) 	<ul style="list-style-type: none"> Enact ordinances providing for various penalties within charter limitations. May not exceed constitutional prohibition on excessive fines
Zoning	<ul style="list-style-type: none"> Must be consistent with general plan (Cal. Gov't Code 65860) 	<ul style="list-style-type: none"> Not required to be consistent with general plan unless consistency requirement adopted by charter (Cal. Gov't Code 65803)

PROCESS OF BECOMING A CHARTER CITY

- A city can adopt a charter using one of two methods:
 - city's voters elect a 15 member **charter commission** who drafts and debates the charter. Charter commission acts independently of Council
 - OR
 - the **Council or an advisory committee** drafts the charter with Council maintaining control over final version of charter
- A majority vote is needed to adopt the charter

PROCESS CONTINUED...

City Council/Statutory Process

- Complete **draft** of charter
- Hold **two public hearings** each 30 days apart with 21 days' notice of hearings
- Put **charter on ballot** at least 21 days after second public hearing



GOVERNING BOARD

➤ After an election approving a charter:

➤ Charter must be filed and accepted by:

- County Recorder's office
- City's archive
- Secretary of the State

Any amendments to charter must be approved by the voters

QUESTIONS?



Staff Report

TO: City Council
FROM: Todd Parton, City Manager
DATE: September 7, 2021
SUBJECT: **Direction to City Staff Regarding Resolution Number 2020-18, the City of Beaumont's Intention to Transition From At-Large Elections to District-Based Elections Pursuant to Elections Code Section 10010**

Background and Analysis:

On June 2, 2020, the Beaumont City Council adopted Resolution No. 2020-18 which declared the intention to transition from at-large elections to district-based elections. Since adoption of this resolution, the City has analyzed Beaumont's election history to determine whether there was a pattern of racially polarized voting or minority vote dilution.

After a review of the voter data City staff does not believe that evidence exists of racially polarized voting or minority vote dilution. Minorities have been able to run for office and have been elected. Accordingly, City staff does not feel that the City is required to transition to district-based elections at this time.

In July 2020 and after adoption of Resolution No. 2020-18 the City of Santa Monica prevailed in Appeals Court in a lawsuit that alleged that the City's at-large voting system discriminated against Latino voters. Thereafter, the plaintiffs filed an appeal with the California Supreme Court who ultimately decided to review the case. Supreme Court review will be limited to determining what a plaintiff must prove in order to establish minority voter dilution under the California Voting Rights Act.

Fiscal Impact:

City staff estimates that it cost approximately \$335 to prepare this report.

Recommended Action:

City staff recommends that no action be taken at this time given that a pattern of minority vote dilution has not been identified and that the California Supreme Court's ruling has not been issued. City staff further recommends that this resolution be brought back for City Council discussion and reconsideration once the Supreme Court ruling has been issued.

Attachments:

- A. City of Beaumont – Resolution No 2020-18

RESOLUTION NO. 2020-18

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT,
CALIFORNIA, DECLARING ITS INTENTION TO TRANSITION FROM AT-LARGE
ELECTIONS TO DISTRICT-BASED ELECTIONS PURSUANT TO ELECTIONS CODE
SECTION 10010**

WHEREAS, the City Council of the City of Beaumont (City) are currently elected in at-large elections, in which each member is elected by the registered voters of the entire City; and

WHEREAS, Government Code Section 34886 authorizes the legislative body of a city of any population to adopt an ordinance to change its method of election from an “at-large” system to a “by-district” system; and

WHEREAS, many cities in California and Riverside County have transitioned to a “by-district” system either on their own accord or due to the receipt of a demand letter; and

WHEREAS, the City has an interest in voluntarily transitioning to a “by-district” system in order to maintain control of the transition process; and

WHEREAS, prior to the City Council’s consideration of an ordinance to establish boundaries for a district-based electoral system, Elections Code Section 10010 requires all the following at a minimum:

1. The City shall host at least two public hearings over a period of no more than thirty days, at which the public will be invited to provide input regarding the composition of districts.
2. Draft district maps will be published and made available to the public at least seven days prior to the public hearings. Any changes to draft maps between public hearings, requires the publication of the map for at least another seven days prior to the public hearing.
3. The City shall host an additional two public hearings over a period of no more than 45 days, at which the public is invited to provide input regarding the content of the draft map(s) and the proposed sequence of elections, if applicable.

WHEREAS, the current COVID-19 pandemic and Governor Newsom’s Executive Order N-34-20 prevents the City from holding public hearings on the transition to districts until after the stay-at-home order has been lifted; and

WHEREAS, the City intends to use 2020 census data in the transition process to ensure the most current demographics of the City are used; and

WHEREAS, the adoption of a district-based electoral system will not affect the terms of any sitting Councilmember, each of who will serve out his or her current term.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, DOES RESOLVE, DECLARE, AND DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The true and correct recitals above are incorporated herein, the City Council hereby resolves and states its intention to adopt an ordinance, pursuant to California Government Code section 34886, to transition election of its City Council members from an at-large electoral

system to a district-based electoral system, for use in the City's 2022 General Municipal Election, scheduled for November 2022.

SECTION 2. In the event that a district-based electoral system is adopted, it is the City Council's desire and intention that City resources will continue to be prioritized based on the greatest citywide need and benefit, and that the City Council will work cooperatively with one another for the benefit of the entire City.

SECTION 3. The City Council directs the City Manager and City Attorney to work with a professional demographer, and other appropriate consultants as needed, to provide a detailed analysis of Beaumont's current demographics and any other information or data necessary to prepare a draft map that divides Beaumont into voting districts in a manner consistent with the intent and purpose of the CVRA and the Federal Voting Rights Act.

SECTION 4. In adopting this Resolution, the City Council has determined that it will gather and study demographic data, solicit community input, and create CVRA-compliant districts that best serve the City as a whole.

SECTION 5. The City Council directs the City Manager to post all information regarding the proposed transition to a district-based electoral system on the City's website, including maps, notices, agendas and other information once the information becomes available.

SECTION 6. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

SECTION 7. The City Council finds that the actions contemplated by this Resolution are exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15060 (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 8. This Resolution shall take effect immediately upon adoption.

NOW, THREFORE, BE IT RESOLVED that the City Council of the City of Beaumont, California, approves this Resolution.

MOVED, PASSED, AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the 2nd day of June, 2020.

AYES: Martinez, Carroll, Lara, Santos

NOES: White

ABSENT:

ABSTAIN:



Rey Santos, Mayor

Attest: 
Nicole Wheelwright, Deputy City Clerk



Staff Report

TO: City Council
FROM: Christina Taylor, Community Development Director
DATE: September 7, 2021
SUBJECT: Legislative Update and Request for Bill Positions

Background and Analysis:

The State legislative session is quickly coming to an end. The California legislature has until September 10 to pass any remaining bills and the Governor has until October 10 to sign or veto any legislation which reaches his desk.

There are a number of bills at the State level the City has been watching throughout this session. Several high-profile bills are on their way to the Governor's office and several more are in the Senate for consideration before the end of session.

Below is a list of bills with City staff recommendations for City Council consideration:

SB9 (Atkins/Wiener): This bill, among other things, would require a proposed housing development containing no more than two residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing. The bill would also set forth what a local agency can and cannot require in approving the construction of two residential units, including, but not limited to, imposition of objective zoning standards, objective subdivision standards, and objective design standards, unless those standards would preclude the construction of up to two units or preclude either of the two units from being at least 800 square feet in floor area, prohibiting the imposition of setback requirements and setting maximum setback requirements.

SB9 has passed the Assembly and Senate and will be before the Governor for signature or Veto. This bill would reduce local control and further restrict a City's ability to establish zoning and development standards. City staff is recommending City Council submit a letter requesting the Governor veto this legislation.

The full bill and activity history can be found here:

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB9

SB10 (Wiener): The bill would prohibit an ordinance from reducing the density of any parcel and would prohibit a legislative body from subsequently reducing the density of any parcel subject to the ordinance. The bill would prohibit a residential or mixed-use residential project consisting of 10 or more units that is located on a parcel zoned pursuant to these provisions from being approved ministerially or by right or from being exempt from the California Environmental Quality Act. This bill would authorize a local government to adopt an ordinance to zone any parcel for up to ten units of residential density per parcel if the parcel is located in a transit-rich area or an urban infill site.

SB10 has passed the Assembly and Senate and will be before the Governor for signature or veto. Although this bill proposes to provide a tool for City's to up-zone parcels, it also establishes prohibitions on reducing densities on parcels. This bill further sets up a framework for future potential mandates relating to requiring cities to increase densities regardless of zoning. City staff is recommending City Council submit a letter requesting the Governor veto this legislation.

The full bill and activity history can be found here:

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB10

SB12 (McGuire): This bill would require the safety element, upon the next revision of the housing element or the hazard mitigation plan, on or after July 1, 2024, whichever occurs first, to be reviewed and updated to include a comprehensive retrofit strategy to reduce the risk of property loss and damage during wildfires. The bill would also require the planning agency to review and revise the safety element upon each revision of the housing element or local hazard mitigation plan, but not less than once every eight years, to identify new information relating to retrofit updates applicable to the city or county that was not available during the previous revision of the safety element.

SB12 is not likely moving forward this session. However, this is a bill of interest so it has remained on the watch list. This bill creates several significant changes affecting general plans, housing elements, safety elements and RHNA allocation. If passed, it will affect the way RHNA is allocated throughout a region as well as mandate more frequent updates of certain elements of a general plan. There is no reference to a process or opportunity to appeal a designation once its applied. These requirements would significantly impact budgets and staff time. City staff is recommending City Council submit a letter of opposition to this bill.

The full bill and activity history can be found here:

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB12

AB215 (Chiu): This bill increases the enforcement authority of the state Department of Housing and Community Development (HCD) in relation to violations of state housing law. The bill also requires HCD to notify the city or county, and authorizes HCD to notify the state Attorney General, that the locality is in violation of state housing element law or has taken an action in violation of the following: a) The Housing Accountability Act; b) No-net-loss-in zoning density law, which limits downzoning and density reductions; c) Density Bonus Law; and d) Prohibiting discrimination against affordable housing.

AB215 passed through Appropriations and has been ordered to a third reading. It will likely make its way to the Governor's office. This bill is focused on restricting a City's discretionary ability and implementing penalties for violations. City staff is recommending City Council submit a letter of opposition to this bill.

The full bill and activity history can be found here:

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB215

AB989 (Gabriel): This bill (The Housing Accountability Act) prohibits a local agency from disapproving, or conditioning approval in a manner that renders infeasible, specified housing development projects, including projects for very low, low-, or moderate-income households and projects for emergency shelters that comply with applicable, objective general plan, zoning, and subdivision standards and criteria in effect at the time the application for the project is deemed complete, unless the local agency makes specified written findings based on evidence in the record. In addition, this bill provides an appeal process which circumvents the established appeals process through the court system.

AB989 has passed Appropriations and is on a third reading. The bill is moving forward. If it does not make it out of this session it will become a two-year bill and be considered next session. AB989 is an attempt at putting HCD in control of housing appeals. This is a direct conflict of interest as HCD is essentially responsible for implementing State housing policies which ensure housing development occurs. City staff recommends City Council submit a letter of opposition to this bill.

The full bill and activity history can be found here:

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB989

Fiscal Impact:

Cost to prepare this staff report is approximately \$600.

Recommended Action:

Provide staff direction on position for submitting letters on legislative matters.



To: City Council
From: John O. Pinkney, City Attorney
Date: August 18, 2021
Re: List of Pending Litigation Against City of Beaumont

Pending Litigation Against the City (does not include litigation initiated by the City)

1. ***Christian Lee v. City of Beaumont***, Case No. RIC 2003005 (Pre-Trial)
2. ***Charles Peters dba Pioneer Mobile Village v. City of Beaumont et. al.***, Case No. RIC 1707116 (Appeal)
3. ***Southwest Regional Council of Carpenters v. City of Beaumont***, Case no. CVRI2000635 (Pleading)