



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, March 03, 2020

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

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

AGENDA

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

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

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

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

Public Comments Regarding Closed Session

- 1. Conference with Legal Counsel Existing Litigation Pursuant to Government Code Section 54956.9(d)(4): American International Group ("AIG")**

2. Conference with Legal Counsel Existing Litigation Pursuant to Government Code Section 54956.9(d)(1):

**Urban Logic v. City of Beaumont et. al. Case No. RIC 1797201
City of Beaumont et. al. v. Norton Rose Fullbright US, LLP Case No. RIC1904645
City of Beaumont v. McFarlin & Anderson et. al. Case No. RIC1813359
Alphonso Hatcher, Sr. v. City of Beaumont et al., Case No. MVC1913810**

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER

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

Report out from Closed Session:
Action on any Closed Session items:
Action of any requests for Excused Absence:
Pledge of Allegiance:
Approval / Adjustments to the Agenda:
Conflict of Interest Disclosure:

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

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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. Approval of Minutes

Recommended Action:

Approval of Minutes dated February 18, 2020.

2. Ratification of Warrants

Recommended Action:

Approval of Warrants dated January 16, 2020.

3. Performance Bond Acceptance and Security Agreement for SDC Fairway Canyon, LLC Tract 31462 Street Improvements

Recommended Action:

Accept the following bond and security agreement:

- Performance bond No. 1001124448 for street improvements for Tract 31462

4. Resolution of the City Council of the City of Beaumont Authorizing the Application for and to Sign Certain Assurances with Respect to the Applications for Local, State and Federal Program, Project or Grants Relating to the Receipt of the Volkswagen Environmental Mitigation Trust Funding

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont Authorizing the Application for and to Sign Certain Assurances with Respect to Applications for Local, State, and Federal Programs, Projects or Grants Relating to the Receipt of the Volkswagen Environmental Mitigation Trust Funding."

5. Notice of Vacancies – Finance and Audit Committee and Economic Development Committee

Recommended Action:

Direct staff to post notices regarding the vacancies until filled.

6. Request for Destruction of Retention Met Records

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City of Beaumont Authorizing Destruction of Certain Records in Accordance with the Records Retention Schedule Adopted by City Council."

7. Consider a One (1) Year Extension of Time for Tentative Tract Map No. 36583 to Subdivide 192.61 Acres into 497 Residential Lots with a Minimum Lot Size of 7,000 Square Feet Located North of Brookside Avenue, South of Cherry Valley Boulevard, west of Hannon Road and East of the I-10 Freeway

Recommended Action:

Staff recommends the City Council approve a one (1) year extension of time for Tentative Tract Map No. 36583.

PUBLIC HEARINGS

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

8. Public Hearing and Consideration of a Request for Modification of the Conditions of Approval for Plot Plan 07-PP-12 for 13.6 Acres Located within the Sundance Specific Plan at the Northwest Corner of Eighth Street and Highland Springs Avenue

Recommended Action:

Hold a Public Hearing, and
Approve the proposed modification of condition 4.10.

9. Public Hearing and First Reading of an Ordinance Amending Sections 12.08.010 and 17.11.040 of the Beaumont Municipal Code

Recommended Action:

Hold a Public Hearing, and

Waive the full reading and approve at its first reading by title only, “An Ordinance of the City Council of the City of Beaumont Amending Sections 12.08.010 and 17.11.040 of the Beaumont Municipal Code.”

10. Public Hearing and Consideration of An Interim Urgency Ordinance for a Temporary Moratorium Prohibiting Tire Sales and Tire Repair Establishments

Recommended Action:

Hold a Public Hearing, and

Waive the full reading and adopt by title only, “An Interim Urgency Ordinance of The City of Beaumont, Enacting A Temporary Moratorium Prohibiting Tire Sales and Tire Repair Establishments, Pursuant to Government Code Section 65858.”

ACTION ITEMS

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

11. Extend Dudek, Inc., Contract for Groundwater and Surface Water Monitoring Services Related to the Maximum Benefit Monitoring Program for the Beaumont and San Timoteo Groundwater Management Zones

Recommended Action:

Extend Contract with Dudek, Inc., for the 2020 Maximum Benefit Report for groundwater and surface water monitoring in the amount not to exceed \$51,460.

12. Update Regarding the West Side Fire Station Construction Project and Cal Fire Presentation Regarding Community Fire Hazard

Recommended Action:

This is a City staff update and no action is requested at this time.

13. Proposed Refunding of Outstanding Bonds Related to Improvement Areas 7B, 7C, 8C, 17B and 20 of Community Facilities District No. 93-1

Recommended Action:

The City Council acting as the legislative body of the Community Facilities District 93-1 authorize City staff and the City’s financing team to pursue the issuance of the proposed 2020 Refunding Bonds, based on the estimated savings analysis completed on February 27, 2020. Additionally staff recommends setting a minimum NPV savings threshold equal to 7% of the par value refunded for each of the Outstanding Bonds.

14. Award the Public Works Agreement to Match Corporation for Construction Services of the FY 19/20 Street CIP Program in an Amount Not to Exceed \$2,618,032, and Authorize the City Manager to Sign Change Orders up to an Additional \$261,804 for a Total Not to Exceed Construction Budget of \$2,879,836

Recommended Action:

Award the Public Works Agreement to Match Corporation for construction services of the FY 19/20 Street CIP Program in an amount not to exceed \$2,618,032, and
Authorize the City Manager to sign change orders up to an additional \$261,804 for a total not to exceed construction budget of \$2,879,836.

15. Review of FY 2019 Audited Financial Statements

Recommended Action:

It is recommended the City Council receive and file the FY 2019 Audited Financial Statements and the Single Audit Report for FY 2019.

16. Approval of Invoice from Riverside County Fire Department for 2nd Quarter Fire Services

Recommended Action:

Approve payment of the FY 2020 2nd Quarter Fire Services invoice from Riverside County Fire Department in the amount of \$1,099,979.11.

17. Pension Liability Presentation and Discussion

Recommended Action:

Discuss the pension liability and its impacts on the budget in future years.
Discuss options to address the liability and projected escalation in pension costs.
If there is interest to further consider options to address pension costs, provide guidance to staff.

18. Fiscal Year 2020/21-2022/23 Short Range Transit Plan – First Draft

Recommended Action:

Provide direction regarding Fiscal Year 2020-2021 Transit Services budget.

19. Draft Triennial Performance Audit of the City of Beaumont Transit Fiscal Years 2016-2018

Recommended Action:

Receive and file the Draft FY 2016-2018 Triennial Performance Audit of the City of Beaumont Transit dated January 2020.

20. Update on Pass Zone Technical Advisory Committee

Recommended Action:

Receive and file the project update.

LEGISLATIVE UPDATES AND DISCUSSION

21. Townsend Legislative Update

COUNCIL REPORTS

- Carroll
- Lara
- Martinez

- Santos
- White

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT

Finance and Audit Committee Report Out and City Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

22. Status of Litigation

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

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, March 17, 2020, at 5:00 p.m. or thereafter as noted on the posted Agenda for Closed Session items in the City Council Board Room No. 5, followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online www.BeaumontCa.gov

CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, February 18, 2020 - 6:00 PM

MINUTES

REGULAR SESSION

6:00 PM

CLOSED SESSION - 5:00 PM

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CALL TO ORDER at 5:00 p.m.

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

Public Comments Regarding Closed Session

No speakers.

1. Conference with Legal Counsel Existing Litigation Pursuant to Government Code Section 54956.9(d)(1):

Urban Logic v. City of Beaumont et. al. Case No. RIC 1797201

City of Beaumont et. al. v. Norton Rose Fullbright US, LLP Case No. RIC1904645

City of Beaumont v. McFarlin & Anderson et. al. Case No. RIC1813359

No reportable action.

2. Conference with Legal Counsel Existing Litigation Pursuant to Government Code Section 54956.9(d)(4): American International Group ("AIG")

No discussion.

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER at 6:20 p.m.

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

Report out from Closed Session: *see above.*

Action on any Closed Session items: **None.**

Action of any requests for Excused Absence:

Pledge of Allegiance:

Approval / Adjustments to the Agenda: **None.**

Conflict of Interest Disclosure: **None.**

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

1. Introduction of Deputy Chief Anthony Yokum

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

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F. Zobia - *Expressed concerns regarding the signal at the Pennsylvania and 6th Street intersection as well as the Pennsylvania widening project.*

CONSENT CALENDAR

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

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

2. Minutes

Recommended Action:

Approve minutes dated February 4, 2020.

3. Ratification of Warrants

Recommended Action:

Approval of warrants dated January 9, 2020.

4. Approval of Contract with PetData, an Animal Licensing Service

Recommended Action:

Approve a contract with PetData for a period of three years.

5. Request for Facility and Staff Fee Waiver – Beaumont Kiwanis Club Pancake Breakfast

Recommended Action:

Consider waiver of facility use and staff fees requested by Beaumont Kiwanis Club in the amount of \$770.00, and

Consider waiver of a \$500 deposit for the use of the gymnasium at the Beaumont Civic Center.

7. First Amendment to Design/Build Contract with Baker Electric, Inc., a California Corporation

Recommended Action:

Approve the First Amendment to Design/Build Contract with Baker Electric, Inc., a California Corporation, and authorize the Mayor to execute the amendment on behalf of the City.

Motion made by Council Member White

Seconded by Mayor Pro Tem Lara

To approve Consent Calendar Items 1,2,3,4,5 and 7.

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

Approved by unanimous vote.

6. December 2020 Financial Reports

Motion made by Council Member White

Seconded by Mayor Santos

To receive and file.

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

Approved by unanimous vote.

PUBLIC HEARINGS

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

ACTION ITEMS

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

8. Resolution of Support and Authorization of a \$10,000 Sponsorship Package for the 2020 IOA Championship Presented by Morongo Casino Resort & Spa

Motion made by Council Member White

Seconded by Council Member Carroll

To approve of the sponsorship of the IOA Championship Presented by Morongo Casino Resort & Spa provides a public benefit to the City of Beaumont and may be authorized by the City Council. Additionally, the marketing exposure and establishment of another signature event is consistent with the City Council's goals and objectives. Therefore, City staff recommends approval of the resolution and authorization to enter into a sponsorship agreement for the 2020 event in the amount of \$10,000 with the changes made to the resolution to approve of the sponsorship amount.

Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara

Noes: Mayor Santos

Approved by a 4-1 vote.

9. Select Engie Services U.S. Inc., as the City's Partners for Design/Build Energy Performance Contract Services and Authorize City Staff to Negotiate a Contract for Services

Motion made by Mayor Pro Tem Lara

Seconded by Mayor Santos

To Select Engie Services U.S. Inc. as the preferred consultant for Design/Build Energy Performance Contracting Services and authorize City staff to negotiate a contract for services. City staff further recommends that City Council authorize negotiation of a contract for services with Ameresco should contract negotiations with Engie Services U.S. Inc. fail.

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

Approved by unanimous vote.

10. Review of FY 2019 Audited Financial Statements

Motion made by Mayor Pro Tem Lara

Seconded by Mayor Santos

To bring this item back at the next City Council meeting.

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

Approved by unanimous vote.

11. Request for Direction on Custom Questions for National Community Survey

Direction provided to staff regarding the questionnaire.

12. Approval of Purchase Order for CYRUN Maintenance/Support

**Motion made by Council Member Martinez
Seconded by Mayor Pro Tem Lara**

To approve the Purchase Order for CYRUN Maintenance/Support in the amount of \$44,447.22.

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

Approved by unanimous vote.

13. Approval of City Attorney Invoices for the Month of January 2020

City Attorney John Pinkney recused himself.

**Motion made by Council Member White
Seconded by Mayor Pro Tem Lara**

To approve invoices in the amount of \$87,324.89.

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

Approved by unanimous vote.

LEGISLATIVE UPDATES AND DISCUSSION

14. Mid-February Legislative Update

COUNCIL REPORTS

- **Carroll - Attended a High School debate event as a judge, gave a report out from t**
- **Lara**
- **Martinez**
- **Santos**
- **White**

COUNCIL REPORTS

- **Carroll - Attended a High School debate event as a judge, gave a report out from the RTA, TNOW, Women's Club and Finance and Audit meetings.**
- **Lara - Announced an upcoming CIF wrestling that the Beaumont School District is hosting.**
- **Martinez - Attended Career Day and Three Rings Ranch Elementary.**

- **Santos** - *Attended the League's New Mayor Academy and gave a report out.*
- **White** - *Made brief comments to recent campaign commercials.*

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Directio

CITY TREASURER REPORT

Gave a report out of the recent special meeting of the Finance and Audit Meeting.

CITY CLERK REPORT

Gave a report out from a Clerk Training.

CITY ATTORNEY REPORT

No report.

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

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, March 3, 2020, at 5:00 p.m. or thereafter as noted on the posted Agenda for Closed Session items in the City Council Board Room No. 5, followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

ADJOURNMENT at 8:45 p.m.



WARRANTS TO BE RATIFIED

Thursday, January 16, 2020

Printed Checks	104411-104479	\$	335,104.76	FY 19/20
ACH	244-247	\$	1,014,149.81	
	A/P Total	\$	<u>1,349,254.57</u>	
Bank Drafts	Guardian	\$	22,074.07	Jan-20
	CalPERS	\$	47,066.02	457 Classic
		\$	46,343.63	401-A Classic
		\$	13,062.88	27308 PEPRA
		\$	8,932.09	25763 PEPRA

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

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

SIGNATURE: _____
TITLE: ADMINISTRATIVE SERVICES DIRECTOR

Check Report

Date Range: 01/10/2020 - 01/16/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1050	AMAZON CAPITAL SERVICES	01/16/2020	Regular	0.00	2,424.00	104411
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1111-QY94-1YQL</u>	Invoice	01/15/2020	OFFICE SUPPLIES	0.00	212.66	
	<u>100-2000-7025-0000</u>		OFFICE SUPPLIES		212.66	
<u>11QL-Y9PQ-CPND</u>	Invoice	01/15/2020	EQUIPMENT SUPPLIES	0.00	42.45	
	<u>100-6000-7085-6055</u>		BLDG MAINT- FIRE STATIO		42.45	
			BUILDING MAINTENANCE			
<u>161G-TQPX-1CPC</u>	Invoice	01/15/2020	OFFICE SUPPLIES	0.00	20.84	
	<u>100-2000-7025-0000</u>		OFFICE SUPPLIES		1.04	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		19.80	
<u>1FK7-W6RM-33</u>	Invoice	01/15/2020	COMPUTER SUPPLIES	0.00	929.65	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		929.65	
			COMPUTER SUPPLIES			
<u>1HTV-LMRX-LR4X</u>	Invoice	01/15/2020	COMPUTER SUPPLIES	0.00	249.02	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		249.02	
			COMPUTER SUPPLIES			
<u>111Y-6MM4-N7P</u>	Invoice	01/15/2020	COMPUTER SUPPLIES	0.00	47.74	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		47.74	
			COMPUTER SUPPLIES			
<u>1JWH-K4Q7-9YQ</u>	Invoice	01/15/2020	COMPUTER SUPPLIES	0.00	59.81	
	<u>100-1230-7072-6040</u>		COMPUTER SUPPLIES/MA		59.81	
			COMPUTER SUPPLIES			
<u>1LRY-33VR-7J1M</u>	Invoice	01/15/2020	COMPUTER SUPPLIES	0.00	155.10	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		155.10	
			COMPUTER SUPPLIES			
<u>1NLG-4Q36-X6W</u>	Invoice	01/15/2020	BUILDING MAINTENANCE	0.00	60.34	
	<u>100-6000-7085-6055</u>		BLDG MAINT- FIRE STATIO		60.34	
			BUILDING MAINTENANCE			
<u>1P4R-KG7R-3QQP</u>	Invoice	01/15/2020	COMPUTER SUPPLIES	0.00	82.87	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		82.87	
			COMPUTER SUPPLIES			
<u>1QH3-JWQF-MTF</u>	Invoice	01/15/2020	COMPUTER SUPPLIES	0.00	295.14	
	<u>100-1230-7072-6040</u>		COMPUTER SUPPLIES/MA		295.14	
			COMPUTER SUPPLIES			
<u>1XTQ-C1K6-JJ7G</u>	Invoice	01/15/2020	COMPUTER SUPPLIES	0.00	268.38	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		268.38	
			COMPUTER SUPPLIES			
1053	AMERICAN FORENSIC NURSES	01/16/2020	Regular	0.00	230.72	104412
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>72898</u>	Invoice	01/16/2020	American Forensic Nurses - Services	0.00	114.24	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		114.24	
			American Forensic Nurses - Serv			
<u>72935</u>	Invoice	01/16/2020	American Forensic Nurses - Services	0.00	116.48	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		116.48	
			American Forensic Nurses - Serv			
1080	ARAMARK	01/16/2020	Regular	0.00	273.94	104413
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1631587</u>	Invoice	01/15/2020	OFFICE SUPPLIES	0.00	273.94	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		273.94	
			OFFICE SUPPLIES			
1100	AUTOZONE	01/16/2020	Regular	0.00	29.08	104414
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>2882168598</u>	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	29.08	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		29.08	
			VEHICLE MAINTENANCE			
3752	BAKER ELECTRIC INC	01/16/2020	Regular	0.00	31,080.00	104415
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>34940</u>	Invoice	01/16/2020	Public Electric Vehicle Charging Station	0.00	31,080.00	
	<u>760-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		31,080.00	
			Public Electric Vehicle Charging			
1109	BANK OF HEMET	01/16/2020	Regular	0.00	7,453.88	104416

Check Report

Date Range: 01/10/2020 - 01/16/2020

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>1280837350 01/1</u>	Invoice	01/16/2020	BATWING LAWNMOWER FY 19/20	0.00	3,726.94	
	<u>100-6050-8040-0000</u>	EQUIPMENT	BATWING LAWNMOWER FY 19/		3,726.94	
<u>1280837350 12/2</u>	Invoice	01/16/2020	BATWING LAWNMOWER FY 19/20	0.00	3,726.94	
	<u>100-6050-8040-0000</u>	EQUIPMENT	BATWING LAWNMOWER FY 19/		3,726.94	
1127	BEAUMONT DO IT BEST HOME CENTER	01/16/2020	Regular	0.00	111.85	104417
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>481199</u>	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	5.13	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		5.13	
<u>481328</u>	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	2.90	
	<u>750-8100-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		2.90	
<u>481741</u>	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	22.84	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		22.84	
<u>481980</u>	Invoice	01/15/2020	BUILDING MAINTENANCE	0.00	66.65	
	<u>100-6000-7085-6055</u>	BLDG MAINT- FIRE STATIO	BUILDING MAINTENANCE		66.65	
<u>482114</u>	Invoice	01/15/2020	BUILDING MAINTENANCE	0.00	7.75	
	<u>100-6000-7085-6025</u>	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE		7.75	
<u>482155</u>	Invoice	01/15/2020	BUILDING MAINTENANCE	0.00	6.58	
	<u>750-7000-7085-0000</u>	BUILDING SUPPLIES/MAI	BUILDING MAINTENANCE		6.58	
1136	BEAUMONT POWER EQUIPMENT	01/16/2020	Regular	0.00	31.24	104418
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1900</u>	Invoice	01/16/2020	EQUIPMENT MAINTENANCE	0.00	31.24	
	<u>100-6050-7090-0000</u>	EQUIPMENT SUPPLIES/M	ON HOLD		31.24	
1140	BEAUMONT SAFE & LOCK	01/16/2020	Regular	0.00	40.41	104419
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>72193</u>	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	40.41	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		40.41	
2861	BROWNELLS, INC	01/16/2020	Regular	0.00	151.27	104420
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>18275901.01</u>	Invoice	01/15/2020	DEPT SUPPLIES	0.00	151.27	
	<u>100-2050-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		151.27	
3881	CALIFORNIA DISTRICT ATTORNEYS ASSOCIATIO	01/16/2020	Regular	0.00	158.00	104421
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>36223</u>	Invoice	01/15/2020	EMPLOYEE TRAINING	0.00	158.00	
	<u>100-2050-7066-0000</u>	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		158.00	
3879	CALIFORNIA HOMICIDE INVESTIGATORS ASSOC	01/16/2020	Regular	0.00	120.00	104422
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>17545</u>	Invoice	01/15/2020	ANNUAL MEMBERSHIP - HARRIS	0.00	30.00	
	<u>100-2050-7030-0000</u>	DUES & SUBSCRIPTIONS	ANNUAL MEMBERSHIP - HARRIS		30.00	
<u>17546</u>	Invoice	01/15/2020	ANNUAL MEMBERSHIP - CRUZ	0.00	30.00	
	<u>100-2050-7030-0000</u>	DUES & SUBSCRIPTIONS	ANNUAL MEMBERSHIP - CRUZ		30.00	
<u>17547</u>	Invoice	01/15/2020	ANNUAL MEMBERSHIP - CONAN	0.00	30.00	
	<u>100-2050-7030-0000</u>	DUES & SUBSCRIPTIONS	ANNUAL MEMBERSHIP - CONA		30.00	
<u>17566</u>	Invoice	01/15/2020	ANNUAL MEMBERSHIP - LYNN	0.00	30.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-2050-7030-0000</u>	DUES & SUBSCRIPTIONS	ANNUAL MEMBERSHIP - LYNN		30.00	
1227	CARROT-TOP INDUSTRIES INC	01/16/2020	Regular	0.00	94.91	104423
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>44641000</u>	Invoice	01/15/2020	BUILDING MAINTENANCE	0.00	94.91	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE	BUILDING MAINTENANCE	94.91	
1238	CDW GOVERNMENT, INC.	01/16/2020	Regular	0.00	122.27	104424
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>VXP2087</u>	Invoice	01/15/2020	COMPUTER SUPPLIES	0.00	122.27	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES	122.27	
1242	CED	01/16/2020	Regular	0.00	122.96	104425
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>0954-475647</u>	Invoice	01/15/2020	BUILDING MAINTENANCE	0.00	105.06	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL	BUILDING MAINTENANCE	105.06	
<u>0954-475675</u>	Invoice	01/15/2020	BUILDING MAINTENANCE	0.00	17.90	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL	BUILDING MAINTENANCE	17.90	
1264	CHRIS TAYLOR'S PLUMBING	01/16/2020	Regular	0.00	85.00	104426
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>16010</u>	Invoice	01/15/2020	PROFESSIONAL SERVICES	0.00	85.00	
	<u>100-6000-7068-6055</u>		CONTRACTUAL SVC- FIRE	PROFESSIONAL SERVICES	85.00	
1305	CNOA	01/16/2020	Regular	0.00	100.00	104427
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>452571</u>	Invoice	01/15/2020	MEMBERSHIP DUES - DANIEL LEE	0.00	100.00	
	<u>100-2050-7030-0000</u>		DUES & SUBSCRIPTIONS	MEMBERSHIP DUES - DANIEL LE	100.00	
2167	COUNTY OF RIVERSIDE DEPARTMENT OF PUBLI	01/16/2020	Regular	0.00	50.00	104428
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>HS0000006448</u>	Invoice	01/15/2020	PROFESSIONAL SERVICES	0.00	50.00	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	50.00	
1353	CUSTOM TROPHIES	01/16/2020	Regular	0.00	1,243.44	104429
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>001010</u>	Invoice	01/16/2020	DEPT SUPPLIES	0.00	1,232.66	
	<u>100-1240-7070-0000</u>		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	1,232.66	
<u>001021</u>	Invoice	01/15/2020	OFFICE SUPPLIES	0.00	10.78	
	<u>100-1550-7025-0000</u>		OFFICE SUPPLIES	OFFICE SUPPLIES	10.78	
3886	DEBBIE MENDOZA	01/16/2020	Regular	0.00	410.28	104430
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>07-072778-03</u>	Invoice	01/16/2020	REIMBURSE CREDIT ON UTILITY ACCOUNT	0.00	410.28	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES	REIMBURSE CREDIT ON UTILITY	410.28	
1414	DIAMOND HILLS AUTO GROUP	01/16/2020	Regular	0.00	111.74	104431
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>659213</u>	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	92.18	
	<u>750-7700-7037-0000</u>		VEHICLE MAINTENANCE	DEPT SUPPLIES	92.18	
<u>659409</u>	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	19.56	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>750-7700-7037-0000</u>	01/16/2020	Regular	0.00	19.56	
1422	DICK'S ALL AUTO REPAIR, INC	01/16/2020	Regular	0.00	51.75	104432
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>22955</u>	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	51.75	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		51.75	
1464	ELIZABETH GIBBS	01/16/2020	Regular	0.00	136.98	104433
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>01/02/20</u>	Invoice	01/15/2020	REIMBURSEMENT FOR TNOW MEETING L	0.00	136.98	
	<u>750-7000-7035-0000</u>		LOCAL MEETINGS		136.98	
1479	ENTENMANN-ROVIN CO	01/16/2020	Regular	0.00	1,121.28	104434
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>0148501-IN</u>	Invoice	01/15/2020	EMPLOYEE UNIFORMS	0.00	1,121.28	
	<u>100-2050-7065-0000</u>		UNIFORMS		1,121.28	
3347	EXECUTIVE FACILITIES SERVICES, INC	01/16/2020	Regular	0.00	10,700.12	104435
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>20869</u>	Invoice	01/16/2020	REMAKE OF PO 600000017	0.00	10,700.12	
	<u>100-6000-7068-6025</u>		CONTRACTUAL SVC - CITY		3,915.50	
	<u>100-6000-7068-6026</u>		CONTRACTUAL SVC - CITY		706.23	
	<u>100-6000-7068-6032</u>		CONTRACTUAL SVC - CITY		335.06	
	<u>100-6000-7068-6040</u>		CONTRACTUAL SVC - POLI		947.38	
	<u>100-6000-7068-6041</u>		CONTRACTUAL SVC - POLI		552.38	
	<u>100-6000-7068-6045</u>		CONTRACTUAL SVC - COM		3,400.00	
	<u>100-6000-7068-6060</u>		CONTRACTUAL SVC - 713		179.23	
	<u>750-7000-7068-0000</u>		CONTRACTUAL SERVICES		539.34	
	<u>750-7300-7068-0000</u>		CONTRACTUAL SERVICES		125.00	
1519	FORD MOTOR CREDIT CO.	01/16/2020	Regular	0.00	2,224.03	104436
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1714358</u>	Invoice	01/16/2020	Ford Motor Credit	0.00	2,224.03	
	<u>100-2050-8060-0000</u>		VEHICLES		2,224.03	
1553	GALLS INC.	01/16/2020	Regular	0.00	1,533.81	104437
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>BC1015420</u>	Invoice	01/15/2020	EMPLOYEE UNIFORMS	0.00	1,533.81	
	<u>100-2050-7065-0000</u>		UNIFORMS		1,533.81	
1595	GREGORY FAGAN	01/16/2020	Regular	0.00	548.81	104438
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>02/18/20-02/19/</u>	Invoice	01/15/2020	EMPLOYEE EDUCATION	0.00	548.81	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		548.81	
1611	HDL SOFTWARE LLC	01/16/2020	Regular	0.00	2,004.56	104439
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>0015351-IN</u>	Invoice	01/16/2020	HDL BL Software	0.00	2,004.56	
	<u>100-1230-7071-0000</u>		SOFTWARE		2,004.56	
1612	HEARD'S INVESTIGATIONS AND POLYGRAPH LL	01/16/2020	Regular	0.00	150.00	104440

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Vendor Number Payable #	Vendor Name Payable Type Account Number	Payment Date Post Date	Payment Type Payable Description Account Name Item Description	Discount Amount Discount Amount Distribution Amount	Payment Amount Payable Amount	Number
6339	Invoice 100-1240-6050-0000	01/15/2020	HIRING COSTS RECRUITMENT AND HIRI	0.00	150.00 150.00	
1632	HOME DEPOT/CREDIT SERVICES Payable #	01/16/2020	Regular	0.00	3,300.61	104441
11727	Invoice 100-6000-7085-6025	01/15/2020	BUILDING MAINTENANCE BLDG MAINT - CITY HALL	0.00	53.99 53.99	
11728	Invoice 100-6050-7070-5400	01/15/2020	DEPT SUPPLIES SPEC DEPT EXP - SPORTS	0.00	39.80 39.80	
1222638	Credit Memo 100-6050-7070-0000	01/15/2020	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	-10.27 -10.27	
1432733	Invoice 500-0000-8990-0000	01/15/2020	BUILDING MAINTENANCE CAPITAL OUTLAY	0.00	1,224.28 1,224.28	
3904383	Invoice 500-0000-8990-0000	01/15/2020	BUILDING MAINTENANCE CAPITAL OUTLAY	0.00	225.95 225.95	
4033751	Invoice 100-6050-7070-0000	01/15/2020	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	307.45 307.45	
4371928	Invoice 100-3250-7070-0000	01/16/2020	DEPARTMENT SUPPLIES - STREETS SPECIAL DEPT SUPPLIES	0.00	61.55 61.55	
4511396	Invoice 700-4050-7070-0000	01/16/2020	DEPARTMENT SUPPLIES - SEWER SPECIAL DEPT SUPPLIES	0.00	126.38 126.38	
4904278	Invoice 500-0000-8030-0000	01/15/2020	BUILDING MAINTENANCE INFRASTRUCTURE IMPRO	0.00	1.55 1.55	
5012061	Invoice 500-0000-8990-0000	01/15/2020	BUILDING MAINTENANCE CAPITAL OUTLAY	0.00	121.94 121.94	
5470337	Invoice 500-0000-8030-0000	01/15/2020	BUILDING MAINTENANCE INFRASTRUCTURE IMPRO	0.00	30.92 30.92	
5620607	Invoice 100-6000-7085-6025	01/15/2020	BUILDING MAINTENANCE BLDG MAINT - CITY HALL	0.00	68.86 68.86	
5620608	Invoice 100-6000-7085-6040	01/15/2020	BUILDING MAINTENANCE BLDG MAINT - POLICE DE	0.00	34.35 34.35	
5904268	Invoice 500-0000-8030-0000	01/15/2020	BUILDING MAINTENANCE INFRASTRUCTURE IMPRO	0.00	50.00 50.00	
7030390	Invoice 100-6000-7085-6055	01/15/2020	BUILDING MAINTENANCE BLDG MAINT- FIRE STATIO	0.00	403.80 403.80	
7030477	Invoice 700-4050-7070-0000	01/16/2020	DEPARTMENT SUPPLIES - SEWER SPECIAL DEPT SUPPLIES	0.00	358.66 358.66	
7031543	Invoice 100-3250-7070-0000	01/15/2020	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	198.99 198.99	
7371705	Invoice 500-0000-8990-0000	01/15/2020	BUILDING MAINTENANCE CAPITAL OUTLAY	0.00	366.06 366.06	
8092259	Invoice 500-0000-8990-0000	01/15/2020	BUILDING MAINTENANCE CAPITAL OUTLAY	0.00	46.80 46.80	
8360750	Invoice 100-6050-7070-0000	01/15/2020	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	31.19 31.19	
8360751	Invoice 100-6050-7070-0000	01/15/2020	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	32.22 32.22	
9210679	Credit Memo 500-0000-8990-0000	01/15/2020	BUILDING MAINTENANCE CAPITAL OUTLAY	0.00	-112.06 -112.06	
9210680	Credit Memo	01/15/2020	BUILDING MAINTENANCE	0.00	-375.76	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	500-0000-8990-0000		CAPITAL OUTLAY		-375.76	
9524340	Invoice	01/15/2020	BUILDING MAINTENANCE	0.00	13.96	
	500-0000-8990-0000		CAPITAL OUTLAY		13.96	
1679	**Void**	01/16/2020	Regular	0.00	0.00	104442
	INTERWEST CONSULTING GRP, INC.	01/16/2020	Regular	0.00	19,108.33	104443
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
50315	Invoice	01/16/2020	FY19-20 PO for Plan Check Services	0.00	873.40	
	100-2150-7063-0000		PLAN CHECK FEES		873.40	
51098	Invoice	01/16/2020	FY19-20 PO for Plan Check Services	0.00	1,068.75	
	100-2150-7063-0000		PLAN CHECK FEES		1,068.75	
53057	Invoice	01/16/2020	FY19-20 PO for Plan Check Services	0.00	8,805.36	
	100-2150-7063-0000		PLAN CHECK FEES		8,805.36	
54025	Invoice	01/16/2020	FY19-20 PO for Plan Check Services	0.00	4,020.00	
	100-2150-7063-0000		PLAN CHECK FEES		4,020.00	
55755	Invoice	01/16/2020	FY19-20 PO for Plan Check Services	0.00	4,340.82	
	100-2150-7063-0000		PLAN CHECK FEES		4,340.82	
3889	IVVETH ESPARZA	01/16/2020	Regular	0.00	500.00	104444
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
RCT 957366	Invoice	01/16/2020	DEPOSIT REFUND	0.00	500.00	
	100-0000-4590-0000		BUILDING RENTAL		500.00	
3807	KIMBERLY TURNER	01/16/2020	Regular	0.00	149.00	104445
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
01/24/20	Invoice	01/15/2020	EMPLOYEE TRAINING - NYMAN	0.00	149.00	
	100-2090-7066-0000		TRAVEL, EDUCATION, TRA		149.00	
1842	LEAGUE OF CALIFORNIA CITIES	01/16/2020	Regular	0.00	100.00	104446
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2439	Invoice	01/15/2020	MEMBERSHIP DUES	0.00	100.00	
	100-1200-7030-0000		DUES & SUBSCRIPTIONS		100.00	
1856	LEXISNEXIS RISK SOLUTIONS	01/16/2020	Regular	0.00	8,268.75	104447
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
803654-2019113	Invoice	01/16/2020	DeskOfficer Online Reporting System Ann	0.00	8,268.75	
	220-0000-7071-0000		SOFTWARE		8,268.75	
1904	MARCEDES CASHMER	01/16/2020	Regular	0.00	548.81	104448
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
02/17/20-02/19/	Invoice	01/15/2020	EMPLOYEE TRAINING - CASHMER	0.00	548.81	
	100-2090-7066-0000		TRAVEL, EDUCATION, TRA		548.81	
3882	MARIA NAVARRO	01/16/2020	Regular	0.00	500.00	104449
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
RCT 945818	Invoice	01/15/2020	DEPOSIT REFUND	0.00	500.00	
	100-0000-4590-0000		BUILDING RENTAL		500.00	
3883	MERCEDES RODRIGUEZ	01/16/2020	Regular	0.00	40.00	104450

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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>RCT 935467</u>	Invoice <u>100-0000-4590-0000</u>	01/15/2020	DEPOSIT REFUND BUILDING RENTAL	0.00	40.00	
1950	MICHAEL CRUZ	01/16/2020	Regular	0.00	24.00	104451
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>01/05/20-01/07/</u>	Invoice <u>100-2050-7066-0000</u>	01/15/2020	REIMBURSEMENT FOR TRAINING PARKING TRAVEL, EDUCATION, TRA	0.00	24.00	
1971	MOTOROLA	01/16/2020	Regular	0.00	4,596.11	104452
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>16082795</u>	Invoice <u>100-2050-7057-0000</u>	01/16/2020	Motorola HT Battery Replacements Qty 5 ERICA	0.00	4,102.58	
<u>8330151622</u>	Invoice <u>100-2050-7057-0000</u>	01/15/2020	E.R.I.C.A EXPENSE ERICA	0.00	493.53	
1984	NAPA AUTO PARTS	01/16/2020	Regular	0.00	902.24	104453
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
<u>109939</u>	Invoice <u>100-2050-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	22.61	
<u>110177</u>	Invoice <u>750-7300-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	17.23	
<u>110246</u>	Invoice <u>750-7700-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	22.61	
<u>110299</u>	Invoice <u>100-2050-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	29.18	
<u>110424</u>	Invoice <u>100-2000-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	9.68	
<u>110460</u>	Invoice <u>100-2150-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	43.09	
<u>110578</u>	Invoice <u>750-7300-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	12.92	
<u>110595</u>	Invoice <u>100-2050-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	69.33	
<u>110707</u>	Invoice <u>750-7400-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	53.85	
<u>110820</u>	Invoice <u>100-2050-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	29.49	
<u>110863</u>	Invoice <u>100-2050-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	308.51	
<u>110968</u>	Invoice <u>750-7300-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	59.22	
<u>111046</u>	Invoice <u>750-7100-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	70.99	
<u>111215</u>	Invoice <u>100-2050-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	153.53	
3885	NENA	01/16/2020	Regular	0.00	142.00	104454

Check Report

Date Range: 01/10/2020 - 01/16/2020

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		
300051526	Invoice	01/15/2020	MEMBERSHIP DUES 2020	0.00	142.00	
	<u>100-2090-7030-0000</u>	DUES & SUBSCRIPTIONS	MEMBERSHIP DUES 2020		142.00	
2009	O'REILLY AUTO PARTS	01/16/2020	Regular	0.00	1,174.95	104455
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2678-229734	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	10.94	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		10.94	
2678-231057	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	43.32	
	<u>750-7800-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		43.32	
2678-231073	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	47.70	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		47.70	
2678-231526	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	72.94	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		72.94	
2678-232355	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	48.19	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		48.19	
2678-232372	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	81.87	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		81.87	
2678-232524	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	37.82	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		37.82	
2678-232754	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	16.15	
	<u>750-7400-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		16.15	
2678-233028	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	191.17	
	<u>100-2150-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		191.17	
2678-233058	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	177.10	
	<u>100-2150-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		177.10	
2678-233059	Credit Memo	01/15/2020	VEHICLE MAINTENANCE	0.00	-18.00	
	<u>100-2150-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-18.00	
2678-233416	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	84.06	
	<u>750-7700-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		84.06	
2678-233467	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	40.04	
	<u>100-3250-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		40.04	
2678-233744	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	40.38	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		40.38	
2678-234811	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	45.77	
	<u>100-2050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		45.77	
2678-235004	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	201.91	
	<u>750-7100-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		201.91	
2678-235123	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	30.82	
	<u>750-7100-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		30.82	
2678-235448	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	19.43	
	<u>750-7300-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		19.43	
2678-235494	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	1.67	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		1.67	
2678-235496	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	1.67	
	<u>100-6050-7037-0000</u>	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		1.67	
	Void	01/16/2020	Regular	0.00	0.00	104456
2039	PARKHOUSE TIRE, INC.	01/16/2020	Regular	0.00	3,826.87	104457

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Date Range: 01/10/2020 - 01/16/2020

Vendor Number Payable #	Vendor Name Payable Type Account Number	Payment Date Post Date	Payment Type Payable Description Account Name Item Description	Discount Amount Discount Amount	Payment Amount Payable Amount Distribution Amount	Number
<u>2030184698</u>	Invoice <u>100-2050-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	570.92 570.92	
<u>203018517?</u>	Invoice <u>100-6050-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	608.50 608.50	
<u>2030185189</u>	Invoice <u>100-2050-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	856.38 856.38	
<u>2030185190</u>	Invoice <u>750-7700-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	523.67 523.67	
<u>2030185192</u>	Invoice <u>750-7100-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	380.22 380.22	
<u>2030185193</u>	Invoice <u>750-7600-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	760.44 760.44	
<u>2030185195</u>	Invoice <u>750-7100-7037-0000</u>	01/15/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	126.74 126.74	
2083 Payable #	PROFORMA Payable Type Account Number	01/16/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	226.81 Payable Amount Distribution Amount	104458
<u>9015602967</u>	Invoice <u>100-2050-7025-0000</u>	01/15/2020	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0.00	226.81 226.81	
2098 Payable #	QUILL CORPORATON Payable Type Account Number	01/16/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	103.41 Payable Amount Distribution Amount	104459
<u>3592070</u>	Invoice <u>100-2000-7025-0000</u> <u>100-2050-7025-0000</u>	01/15/2020	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0.00	103.41 5.17 98.24	
3421 Payable #	REDLANDS-YUCAIPA RENTALS, INC. Payable Type Account Number	01/16/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	82.50 Payable Amount Distribution Amount	104460
<u>354476</u>	Invoice <u>100-1550-7049-0000</u>	01/15/2020	EQUIPMENT RENTAL FOR COMMUNITY E SPECIAL COMMUNITY EV EQUIPMENT RENTAL FOR COM	0.00	82.50 82.50	
2988 Payable #	RHONDA KEYSER Payable Type Account Number	01/16/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	1,525.84 Payable Amount Distribution Amount	104461
<u>PD 01/17/20</u>	Invoice <u>100-0000-2105-0000</u>	01/15/2020	SPOUSAL SUPPORT PAYROLL SUSPENSE SPOUSAL SUPPORT	0.00	1,525.84 1,525.84	
2170 Payable #	RIVERSIDE COUNTY SHERIFF DEPARTMENT Payable Type Account Number	01/16/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	334.00 Payable Amount Distribution Amount	104462
<u>03/10/20-03/12/</u>	Invoice <u>100-2050-7066-0000</u>	01/15/2020	EMPLOYEE TRAINING - LUNT, BARRIOLA TRAVEL, EDUCATION, TRA EMPLOYEE TRAINING - LUNT, BA	0.00	334.00 334.00	
2218 Payable #	RYAN BRIEDA Payable Type Account Number	01/16/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	150.00 Payable Amount Distribution Amount	104463
<u>01/03/20-01/05/</u>	Invoice <u>100-2080-7070-0000</u>	01/15/2020	K9 KENNEL SPECIAL DEPT SUPPLIES K9 KENNEL	0.00	150.00 150.00	
1113	RYAN M. WESTBROOK INC	01/16/2020	Regular	0.00	142.88	104464

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Date Range: 01/10/2020 - 01/16/2020

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>680991</u>	Invoice	01/15/2020	ANIMAL CARE SERVICES - MILA	0.00	12.88	
	<u>100-2080-7070-0000</u>		SPECIAL DEPT SUPPLIES		12.88	
<u>692425</u>	Invoice	01/15/2020	ANIMAL CARE SERVICES	0.00	92.00	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES		92.00	
<u>695308</u>	Invoice	01/15/2020	ANIMAL CARE SERVICES - MILA	0.00	20.00	
	<u>100-2080-7070-0000</u>		SPECIAL DEPT SUPPLIES		20.00	
<u>695884</u>	Invoice	01/15/2020	ANIMAL CARE SERVICES	0.00	18.00	
	<u>100-2000-7068-0000</u>		CONTRACTUAL SERVICES		18.00	
3835	SEGURA FAMILY INVESTMENT INC	01/16/2020	Regular	0.00	150.00	104465
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>88</u>	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	75.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		75.00	
<u>94</u>	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	75.00	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		75.00	
2267	SGP DESIGN AND PRINT	01/16/2020	Regular	0.00	153.31	104466
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>11630</u>	Invoice	01/15/2020	OFFICE SUPPLIES	0.00	153.31	
	<u>100-1050-7025-0000</u>		OFFICE SUPPLIES		43.80	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		21.90	
	<u>100-1550-7025-0000</u>		OFFICE SUPPLIES		65.71	
	<u>100-2150-7025-0000</u>		OFFICE SUPPLIES		21.90	
3887	SHARON GALBRAITH	01/16/2020	Regular	0.00	564.14	104467
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>02-009754-08</u>	Invoice	01/16/2020	REIMBURSE OVER PAYMENT ON UTILITY A	0.00	564.14	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES		564.14	
2289	SIMPLIFILE	01/16/2020	Regular	0.00	157.00	104468
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>CATWAQ-123120</u>	Invoice	01/16/2020	RECORDING SERVICES	0.00	157.00	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		154.00	
	<u>100-3100-7068-0000</u>		CONTRACTUAL SERVICES		3.00	
2331	STAGECOACH TOWING	01/16/2020	Regular	0.00	175.00	104469
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>19-20016</u>	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	110.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		110.00	
<u>DRV</u>	Invoice	01/15/2020	VEHICLE MAINTENANCE	0.00	65.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		65.00	
2360	STRADLING YOCCA CARLSON & RAUTH	01/16/2020	Regular	0.00	1,454.50	104470
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>THIRD PARY CLAI</u>	Invoice	01/15/2020	LEGAL SERVICES	0.00	1,454.50	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		1,454.50	
2365	SUN BADGE CO.	01/16/2020	Regular	0.00	70.26	104471

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Date Range: 01/10/2020 - 01/16/2020

Vendor Number Payable #	Vendor Name Payable Type Account Number	Payment Date Post Date	Payment Type Payable Description Account Name Item Description	Discount Amount Discount Amount	Payment Amount Payable Amount Distribution Amount	Number
397537	Invoice <u>100-2050-7065-0000</u>	01/15/2020	EMPLOYEE UNIFORM UNIFORMS EMPLOYEE UNIFORM	0.00	70.26 70.26	
2395 Payable #	TERMINIX COMMERCIAL Payable Type Account Number	01/16/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	273.00 Payable Amount Distribution Amount	104472
392055142	Invoice <u>100-6000-7085-6025</u>	01/15/2020	BUILDING MAINTENANCE BLDG MAINT - CITY HALL BUILDING MAINTENANCE	0.00	133.00 133.00	
392347616	Invoice <u>100-6000-7085-6040</u>	01/15/2020	BUILDING MAINTENANCE BLDG MAINT - POLICE DE BUILDING MAINTENANCE	0.00	80.00 80.00	
392668084	Invoice <u>100-6000-7085-6055</u>	01/15/2020	BUILDING MAINTENANCE BLDG MAINT- FIRE STATIO BUILDING MAINTENANCE	0.00	60.00 60.00	
2416 Payable #	THE PRESS-ENTERPRISE Payable Type Account Number	01/16/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	198.00 Payable Amount Distribution Amount	104473
0011343652	Invoice <u>100-1350-7020-0000</u>	01/15/2020	ADVERTISING ADVERTISING ADVERTISING	0.00	84.60 84.60	
0011343653	Invoice <u>100-2150-7020-0000</u>	01/15/2020	ADVERTISING ADVERTISING ADVERTISING	0.00	113.40 113.40	
3040 Payable #	TYLER BUSINESS FORMS Payable Type Account Number	01/16/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	50.00 Payable Amount Distribution Amount	104474
025-281836	Invoice <u>100-1230-7071-0000</u>	01/15/2020	WEBSITE MONTHLY FEE SOFTWARE WEBSITE MONTHLY FEE	0.00	50.00 50.00	
2516 Payable #	VOHNE LICHE KENNELS INC Payable Type Account Number	01/16/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	125.00 Payable Amount Distribution Amount	104475
16278	Invoice <u>100-2080-7066-0000</u>	01/15/2020	K9 TRAINING TRAVEL, EDUCATION, TRA K9 TRAINING	0.00	125.00 125.00	
3422 Payable #	WAXIE SANITARY SUPPLY Payable Type Account Number	01/16/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	960.48 Payable Amount Distribution Amount	104476
78777849	Invoice <u>100-6000-7085-6025</u>	01/15/2020	BUILDING MAINTENANCE BLDG MAINT - CITY HALL BUILDING MAINTENANCE	0.00	855.85 855.85	
78801533	Invoice <u>100-6000-7085-6040</u>	01/15/2020	BUILDING MAINTENANCE BLDG MAINT - POLICE DE BUILDING MAINTENANCE	0.00	104.63 104.63	
3248 Payable #	WEBB MUNICIPAL FINANCE, LLC Payable Type Account Number	01/16/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	48,211.25 Payable Amount Distribution Amount	104477
20190700	Invoice <u>250-0000-7068-0000</u>	01/16/2020	CFD ADMINISTRATION & SPECIAL TAX CO CONTRACTUAL SERVICES CFD ADMINISTRATION & SPECIA	0.00	48,211.25 48,211.25	
2540 Payable #	WESTERN RIVERSIDE COUNTY REGIONAL CONS Payable Type Account Number	01/16/2020 Post Date	Regular Payable Description Account Name Item Description	0.00 Discount Amount	157,781.88 Payable Amount Distribution Amount	104478
DEC 2019	Invoice <u>570-0000-2005-0000</u>	01/15/2020	DECEMBER MSHCP FEES DUE TO WRCRCA (MSHCP) DECEMBER MSHCP FEES	0.00	157,781.88 157,781.88	
2546	WILLDAN ENGINEERING	01/16/2020	Regular	0.00	16,117.50	104479

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Date Range: 01/10/2020 - 01/16/2020

Vendor Number Payable #	Vendor Name Payable Type Account Number	Payment Date Post Date	Payment Type Payable Description Account Name Item Description	Discount Amount Discount Amount	Payment Amount Payable Amount Distribution Amount	Number
<u>002-21937</u>	Invoice <u>100-2150-7063-0000</u>	01/16/2020	FY19-20 Willdan PO for Plan Check Servic PLAN CHECK FEES FY19-20 Willdan PO for Plan Ch	0.00	3,480.00 3,480.00	
<u>002-22091</u>	Invoice <u>100-2150-7067-0000</u>	01/16/2020	FY 19-20 PO for Insepction Services INSPECTIONS INSPECTION SERVICES	0.00	7,155.00 7,155.00	
<u>002-22092</u>	Invoice <u>100-2150-7063-0000</u>	01/16/2020	FY19-20 Willdan PO for Plan Check Servic PLAN CHECK FEES FY19-20 Willdan PO for Plan Ch	0.00	5,482.50 5,482.50	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	168	67	0.00	335,104.76
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	4	4	0.00	1,014,149.81
	172	73	0.00	1,349,254.57

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	168	67	0.00	335,104.76
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	4	4	0.00	1,014,149.81
	172	73	0.00	1,349,254.57

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2020	1,349,254.57
			1,349,254.57



Staff Report

TO: Mayor, and City Council Members
FROM: Jeff Hart, Public Works Director
DATE: March 3, 2020
SUBJECT: Performance Bond Acceptance and Security Agreement for SDC Fairway Canyon, LLC Tract 31462 Street Improvements

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. The bonded improvements listed in Table 1 will be constructed by SDC Fairway Canyon, LLC.

SDC Fairway Canyon, LLC will construct the street improvements for Tract 31462, which is part of the Fairway Canyon development. Tract 31462 is located north of Oak Valley Parkway, south of Champions Road, and west of the extension of Tukwet Canyon Parkway in the City of Beaumont. These public improvements will be constructed within the specific plan commonly referred to as Fairway Canyon, and within the City of Beaumont right of way. Public improvements will consist of asphalt, sidewalk, curb, gutter, curb ramps, driveway approaches, street signs, striping, streetlights.

The following table includes the development name, bond number, type of improvement, and the developer submitting the security agreement:

Table 1. Fairway Canyon Bond Summary				
Bond Number	Bond Type	Type of Improvement	Development/Tract Number	Developer
1001124448	Performance	Street Improvements	Fairway Canyon/31462	SDC Fairway Canyon, LLC

Staff has reviewed the security agreement, along with the performance and payment bond, and determined that they are consistent with the City's municipal code. Staff recommends the City Council accept the bond listed in Table 1.

Fiscal Impact:

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

Recommended Action:

Accept the following bond and security agreement:

- Performance bond No. 1001124448 for street improvements for Tract 31462

Attachments:

- A. Bond No. 1001124448 and security agreement for street improvements Tract 31462, and associated improvement plan

Basic Gov (Sales Force) # 14-2133
File # 3281

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. 31462)
INFRASTRUCTURE STREETS**

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and SDC FAIRWAY CANYON, LLC, a DELAWARE LIMITED LIABILITY company ("DEVELOPER").

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 31462, ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BEAUMONT

By _____
Mayor

Date

DEVELOPER
By _____


JANUARY 14, 2020
Date

Title: AUTHORIZED SIGNATORY _____

Address: 2392 MORSE AVE.

IRVINE, CA 92614

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 JANUARY 15, 2020 before me, ELIZABETH MENICUCCI, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared STEPHAN Z. ELIEFF
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 Elizabeth Menicucci
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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

Infrastructure Streets

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Three Million Eight Hundred * dollars (\$3,875,500.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. *Seventy-Five Thousand Five Hundred & N0/100ths

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 January 10th, 20 20.

PRINCIPAL:
SDC Fairway Canyon, LLC, a
Delaware Limited Liability Company

SURETY:
American Contractors Indemnity Company

By [Signature]

By [Signature]

Title AUTHORIZED SIGNATORY

Title Shane Wolf, Attorney-in-Fact

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On January 10, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

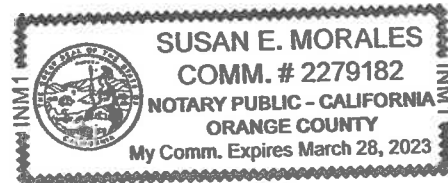
personally appeared Shane Wolf,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Susan E. Morales
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001124448

(Title or description of attached document)

American Contractors Indemnity Company

(Title or description of attached document continued)

Number of Pages 1 Document Date 1/10/20

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of ORANGE)

On JANUARY 15, 2020 before me, ELIZABETH MENICUCCI, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared STEPHAN Z. ELIEFF
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 *Elizabeth Menicucci*
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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY - U.S. SPECIALTY INSURANCE COMPANY

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

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

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *******Seventy Five Million***** Dollars (\$ *75,000,000.00*)**

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

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

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

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

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

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles SS:

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. I declare under penalty of perjury that I am a Notary Public for the State of California. My Commission Expires Nov 3, 2019.

Signature *[Signature]* (Seal)



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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 10th day of January, 2020

Corporate Seals



[Signature]

Kio Lo, Assistant Secretary

Bond No. **1001124448**
Agency No. **16590**

Basic Gov (Sales Force) # 14-2133
File # 2281

Infrastructure Streets

EXHIBIT "A"

Bond No.: 1001124448
Premium: \$58,133.00/2 yrs.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Three Million Eight Hundred Seventy-Five * \$3,875,500.00 dollars (\$3,875,500.00) 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.

*Thousand Five Hundred & NO/100ths

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 January 10th, 2020.

PRINCIPAL:
SDC Fairway Canyon, LLC, a
Delaware Limited Liability Company

SURETY:
American Contractors Indemnity Company

By [Signature]
Title AUTHORIZED SIGNATORY

By [Signature]
Title Shane Wolf, Attorney-in-Fact

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On January 10, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001124448

(Title or description of attached document)

American Contractors Indemnity Company

(Title or description of attached document continued)

Number of Pages 1 Document Date 1/10/20

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of ORANGE)

On JANUARY 15, 2020 before me, ELIZABETH MENICUCCI, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared STEPHAN Z. ELIEFF
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 *Elizabeth Menicucci*
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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



BASIS OF BEARINGS:
 BEARINGS AND DISTANCES FOR THE CENTERLINE OF THE PROPOSED PARKWAY ARE TAKEN FROM THE CENTERLINE OF THE EXISTING PARKWAY AND THE CENTERLINE OF THE EXISTING PARKWAY ARE TAKEN FROM THE CENTERLINE OF THE EXISTING PARKWAY AND THE CENTERLINE OF THE EXISTING PARKWAY ARE TAKEN FROM THE CENTERLINE OF THE EXISTING PARKWAY.

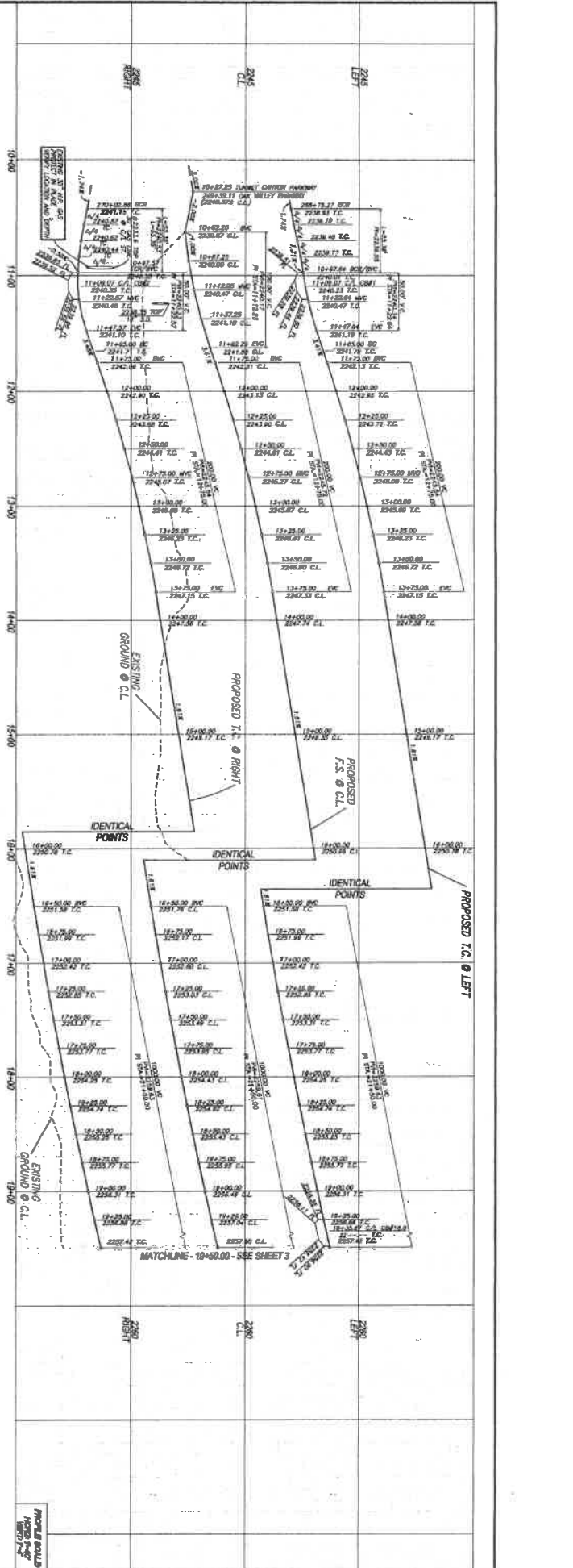
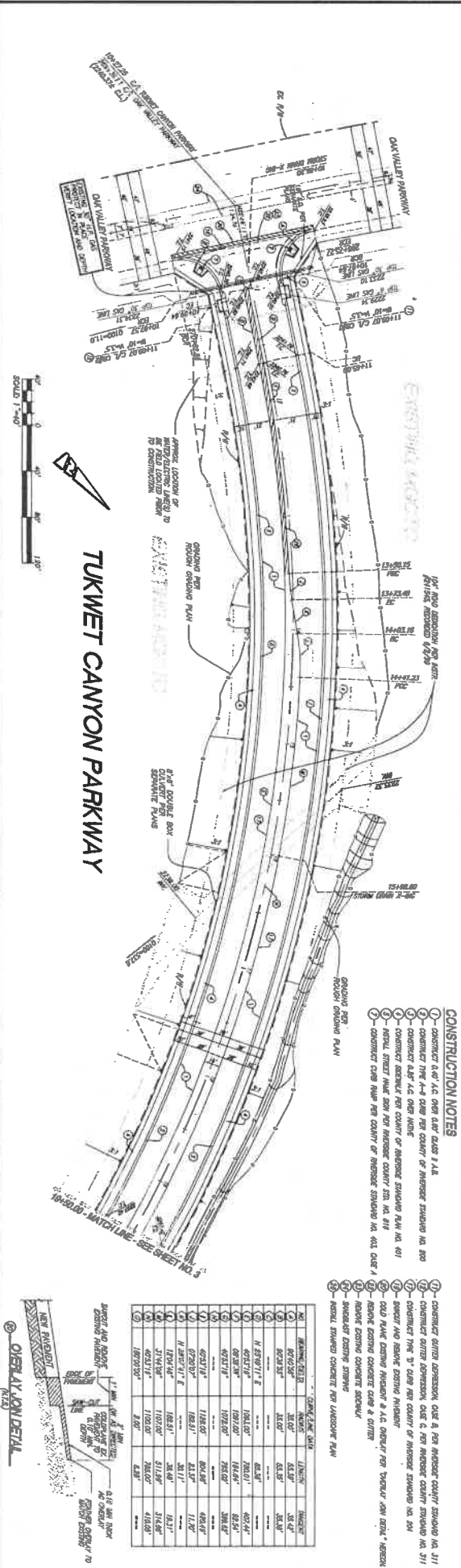
BENCHMARK: THE MONUMENT "MARK" IS THE BENCHMARK FOR THE CENTERLINE OF THE PROPOSED PARKWAY AND THE CENTERLINE OF THE PROPOSED PARKWAY ARE TAKEN FROM THE CENTERLINE OF THE EXISTING PARKWAY AND THE CENTERLINE OF THE EXISTING PARKWAY ARE TAKEN FROM THE CENTERLINE OF THE EXISTING PARKWAY.

NO.	DATE	DESCRIPTION	BY	CHKD.
1	07/25/12	PROJECTIVE ENGINEERING CONSULTING, INC.		
2	07/25/12	PROJECTIVE ENGINEERING CONSULTING, INC.		
3	07/25/12	PROJECTIVE ENGINEERING CONSULTING, INC.		
4	07/25/12	PROJECTIVE ENGINEERING CONSULTING, INC.		
5	07/25/12	PROJECTIVE ENGINEERING CONSULTING, INC.		



Reviewed By: *[Signature]*
 Recommended By: *[Signature]*
 Approved By: *[Signature]*
 City of Beaumont, Public Works Department
 Engineering Division
 Date: 8/14/12
 Date: 8/14/12
 Date: 8/14/12

CITY OF BEAUMONT, CALIFORNIA
 INFRASTRUCTURE STREET IMPROVEMENT PLANS
 TRACT NO. 31452 - PHASE 4
TUKWET CANYON PARKWAY
 STA. 1942+00 TO STA. 1943+00
 SHEET 2 OF 14 SHEETS
 DATE: 8/14/12

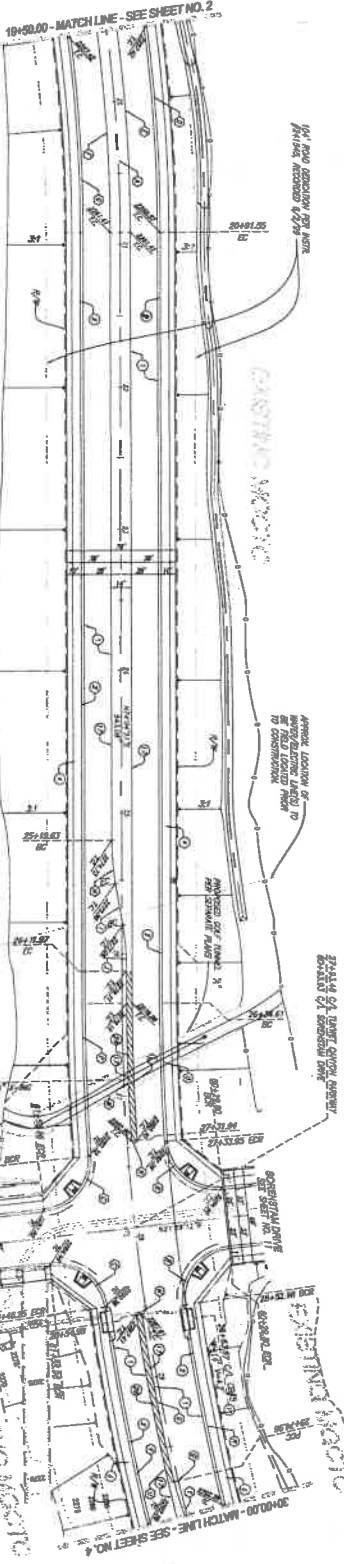
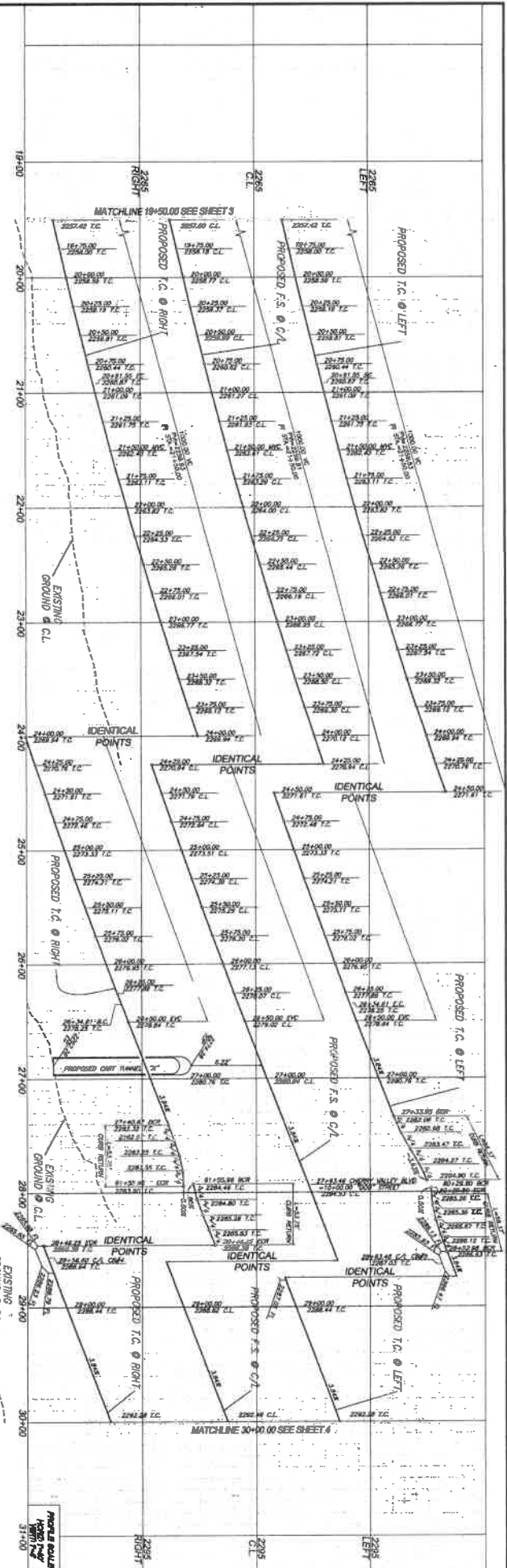


- CONSTRUCTION NOTES**
1. CONSTRUCT 4'-0" T.C. OVER 4'-0" CURB 2'-0" A.S.
 2. CONSTRUCT 1'-0" T.C. OVER 4'-0" CURB 2'-0" A.S. FOR 100' LENGTH.
 3. CONSTRUCT 4'-0" T.C. OVER 4'-0" CURB 2'-0" A.S. FOR 100' LENGTH.
 4. CONSTRUCT 4'-0" T.C. OVER 4'-0" CURB 2'-0" A.S. FOR 100' LENGTH.
 5. CONSTRUCT 4'-0" T.C. OVER 4'-0" CURB 2'-0" A.S. FOR 100' LENGTH.
 6. CONSTRUCT 4'-0" T.C. OVER 4'-0" CURB 2'-0" A.S. FOR 100' LENGTH.
 7. CONSTRUCT 4'-0" T.C. OVER 4'-0" CURB 2'-0" A.S. FOR 100' LENGTH.
 8. CONSTRUCT 4'-0" T.C. OVER 4'-0" CURB 2'-0" A.S. FOR 100' LENGTH.
 9. CONSTRUCT 4'-0" T.C. OVER 4'-0" CURB 2'-0" A.S. FOR 100' LENGTH.
 10. CONSTRUCT 4'-0" T.C. OVER 4'-0" CURB 2'-0" A.S. FOR 100' LENGTH.
 11. CONSTRUCT 4'-0" T.C. OVER 4'-0" CURB 2'-0" A.S. FOR 100' LENGTH.
 12. CONSTRUCT 4'-0" T.C. OVER 4'-0" CURB 2'-0" A.S. FOR 100' LENGTH.
 13. CONSTRUCT 4'-0" T.C. OVER 4'-0" CURB 2'-0" A.S. FOR 100' LENGTH.
 14. CONSTRUCT 4'-0" T.C. OVER 4'-0" CURB 2'-0" A.S. FOR 100' LENGTH.
 15. CONSTRUCT 4'-0" T.C. OVER 4'-0" CURB 2'-0" A.S. FOR 100' LENGTH.
 16. CONSTRUCT 4'-0" T.C. OVER 4'-0" CURB 2'-0" A.S. FOR 100' LENGTH.
 17. CONSTRUCT 4'-0" T.C. OVER 4'-0" CURB 2'-0" A.S. FOR 100' LENGTH.
 18. CONSTRUCT 4'-0" T.C. OVER 4'-0" CURB 2'-0" A.S. FOR 100' LENGTH.
 19. CONSTRUCT 4'-0" T.C. OVER 4'-0" CURB 2'-0" A.S. FOR 100' LENGTH.
 20. CONSTRUCT 4'-0" T.C. OVER 4'-0" CURB 2'-0" A.S. FOR 100' LENGTH.

NO.	BEARING	DISTANCE	POINT	MARK
1	N 89° 07' 11" E	100.00	1942+00	1942+00
2	N 89° 07' 11" E	100.00	1942+00	1942+00
3	N 89° 07' 11" E	100.00	1942+00	1942+00
4	N 89° 07' 11" E	100.00	1942+00	1942+00
5	N 89° 07' 11" E	100.00	1942+00	1942+00
6	N 89° 07' 11" E	100.00	1942+00	1942+00
7	N 89° 07' 11" E	100.00	1942+00	1942+00
8	N 89° 07' 11" E	100.00	1942+00	1942+00
9	N 89° 07' 11" E	100.00	1942+00	1942+00
10	N 89° 07' 11" E	100.00	1942+00	1942+00
11	N 89° 07' 11" E	100.00	1942+00	1942+00
12	N 89° 07' 11" E	100.00	1942+00	1942+00
13	N 89° 07' 11" E	100.00	1942+00	1942+00
14	N 89° 07' 11" E	100.00	1942+00	1942+00
15	N 89° 07' 11" E	100.00	1942+00	1942+00
16	N 89° 07' 11" E	100.00	1942+00	1942+00
17	N 89° 07' 11" E	100.00	1942+00	1942+00
18	N 89° 07' 11" E	100.00	1942+00	1942+00
19	N 89° 07' 11" E	100.00	1942+00	1942+00
20	N 89° 07' 11" E	100.00	1942+00	1942+00



OPENLY EXPOSED DETAIL
 12" CONCRETE CURB
 4" CONCRETE GUTTER
 4" CONCRETE CURB
 4" CONCRETE GUTTER



NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	08/11/19	JAN	JAN
2	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
3	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
4	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
5	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
6	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
7	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
8	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
9	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
10	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
11	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
12	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
13	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
14	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
15	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
16	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
17	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
18	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
19	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
20	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
21	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
22	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
23	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
24	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
25	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
26	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
27	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
28	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
29	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
30	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
31	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
32	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
33	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
34	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
35	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
36	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
37	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
38	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
39	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
40	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
41	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
42	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
43	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
44	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
45	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
46	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
47	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
48	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
49	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN
50	REVISED PER CITY COMMENTS	08/14/19	JAN	JAN

TUKWET CANYON PARKWAY

DESIGNER: [Logo]

DRAWN: [Name]

CHECKED: [Name]

DATE: 08/14/19

PROJECT: TUKWET CANYON PARKWAY

LOCATION: BEAUMONT, N 27°39'32" E

SCALE: 1" = 40'

DATE: 08/14/19

APPROVED BY: [Signature]

TITLE: INFRASTRUCTURE STREET IMPROVEMENT PLANS

TRACT NO.: 31482 - PHASE 4

SHEET NO.: 3

- CONSTRUCTION NOTES**
- 1. CONSTRUCT 6'-0" AS OVER 6'-0" OVER 6'-0"
 - 2. CONSTRUCT THE 4'-6" CURB FOR CANTON OF IMPROVED SIDEWALK NO. 200
 - 3. CONSTRUCT SIDEWALK FOR CANTON OF IMPROVED SIDEWALK NO. 401
 - 4. IMPROVE STREET NAME SIGN FOR IMPROVED SIDEWALK NO. 818
 - 5. CONSTRUCT DRIVE SIDEWALKS ONE & TWO IMPROVED SIDEWALK NO. 311
 - 6. CONSTRUCT THE 2" CURB FOR CANTON OF IMPROVED SIDEWALK NO. 204
 - 7. INSTALL STAINED CONCRETE FOR LANDSCAPE FURN

CITY OF BEAUMONT, CALIFORNIA

INFRASTRUCTURE STREET IMPROVEMENT PLANS

TUKWET CANYON PARKWAY

PHASE 4

SHEET NO. 3

DATE: 08/14/19

APPROVED BY: [Signature]

TITLE: INFRASTRUCTURE STREET IMPROVEMENT PLANS

TRACT NO. 31482 - PHASE 4

SHEET NO. 3



DATE TOLL FREE
8-1-1
AT LEAST TWO DAYS
BEFORE YOU DO

DESIGNATION: **DCA/ART**
PROJECT NO: 31482 - PHASE 4
SHEET NO: 3281

BASES OF BEARINGS
THE BASIS OF BEARINGS FOR THIS PLAN SHALL BE THE STATION LINE OF THE CENTERLINE OF STATE ROUTE 99.

REVISIONS

NO.	DATE	REVISION

APPROVED FOR THE CITY OF BEAUMONT, CALIFORNIA

APPROVED FOR THE PROJECT:

[Signature]

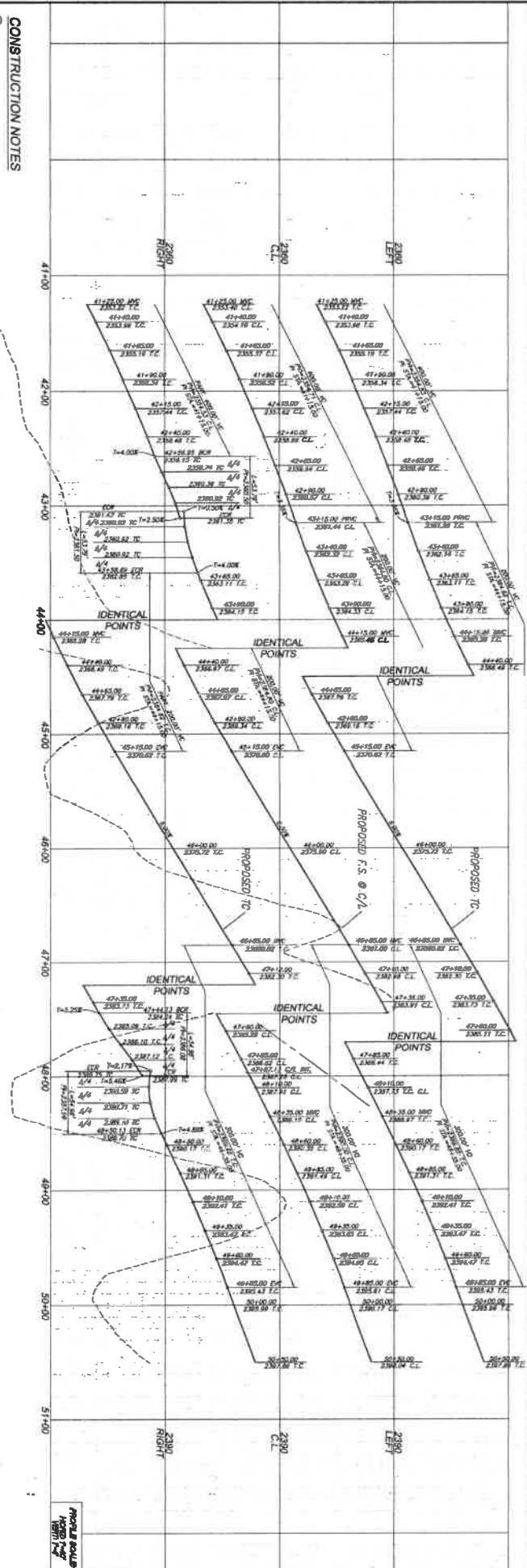
City of Beaumont, Public Works Department

LINE DATA TABLE

NO.	STATIONING	LENGTH	BEARING
1	0+00.00	1104.00	S 73° 41' 20" E
2	1104.00	154.00	S 45° 51' 40" E
3	1258.00	295.51	S 67° 32' 10" E
4	1553.51	79.43	S 67° 32' 10" E
5	1632.94	55.57	S 67° 32' 10" E
6	1688.51	168.47	S 67° 32' 10" E
7	1856.98	168.47	S 67° 32' 10" E
8	2025.45	295.01	S 67° 32' 10" E
9	2320.46	295.01	S 67° 32' 10" E
10	2615.47	168.47	S 67° 32' 10" E
11	2783.94	295.01	S 67° 32' 10" E
12	3078.95	295.01	S 67° 32' 10" E
13	3373.96	168.47	S 67° 32' 10" E
14	3542.43	168.47	S 67° 32' 10" E
15	3710.90	295.01	S 67° 32' 10" E
16	4005.91	295.01	S 67° 32' 10" E
17	4300.92	168.47	S 67° 32' 10" E
18	4469.39	168.47	S 67° 32' 10" E
19	4637.86	295.01	S 67° 32' 10" E
20	4932.87	295.01	S 67° 32' 10" E
21	5227.88	168.47	S 67° 32' 10" E
22	5411.35	168.47	S 67° 32' 10" E
23	5579.82	295.01	S 67° 32' 10" E
24	5874.83	295.01	S 67° 32' 10" E
25	6169.84	168.47	S 67° 32' 10" E
26	6338.31	168.47	S 67° 32' 10" E
27	6506.78	295.01	S 67° 32' 10" E
28	6801.79	295.01	S 67° 32' 10" E
29	7096.80	168.47	S 67° 32' 10" E
30	7265.27	168.47	S 67° 32' 10" E
31	7433.74	295.01	S 67° 32' 10" E
32	7728.75	295.01	S 67° 32' 10" E
33	8023.76	168.47	S 67° 32' 10" E
34	8192.23	168.47	S 67° 32' 10" E
35	8360.70	295.01	S 67° 32' 10" E
36	8655.71	295.01	S 67° 32' 10" E
37	8950.72	168.47	S 67° 32' 10" E
38	9119.19	168.47	S 67° 32' 10" E
39	9287.66	295.01	S 67° 32' 10" E
40	9582.67	295.01	S 67° 32' 10" E
41	9877.68	168.47	S 67° 32' 10" E
42	10046.15	168.47	S 67° 32' 10" E
43	10214.62	295.01	S 67° 32' 10" E
44	10509.63	295.01	S 67° 32' 10" E
45	10804.64	168.47	S 67° 32' 10" E
46	10973.11	168.47	S 67° 32' 10" E
47	11141.58	295.01	S 67° 32' 10" E
48	11436.59	295.01	S 67° 32' 10" E
49	11731.60	168.47	S 67° 32' 10" E
50	11900.07	168.47	S 67° 32' 10" E
51	12068.54	295.01	S 67° 32' 10" E
52	12363.55	295.01	S 67° 32' 10" E
53	12658.56	168.47	S 67° 32' 10" E
54	12827.03	168.47	S 67° 32' 10" E
55	13010.50	295.01	S 67° 32' 10" E
56	13305.51	295.01	S 67° 32' 10" E
57	13600.52	168.47	S 67° 32' 10" E
58	13769.99	168.47	S 67° 32' 10" E
59	13938.46	295.01	S 67° 32' 10" E
60	14233.47	295.01	S 67° 32' 10" E
61	14528.48	168.47	S 67° 32' 10" E
62	14696.95	168.47	S 67° 32' 10" E
63	14865.42	295.01	S 67° 32' 10" E
64	15160.43	295.01	S 67° 32' 10" E
65	15455.44	168.47	S 67° 32' 10" E
66	15623.91	168.47	S 67° 32' 10" E
67	15792.38	295.01	S 67° 32' 10" E
68	16087.39	295.01	S 67° 32' 10" E
69	16382.40	168.47	S 67° 32' 10" E
70	16550.87	168.47	S 67° 32' 10" E
71	16719.34	295.01	S 67° 32' 10" E
72	17014.35	295.01	S 67° 32' 10" E
73	17309.36	168.47	S 67° 32' 10" E
74	17477.83	168.47	S 67° 32' 10" E
75	17646.30	295.01	S 67° 32' 10" E
76	17941.31	295.01	S 67° 32' 10" E
77	18236.32	168.47	S 67° 32' 10" E
78	18404.79	168.47	S 67° 32' 10" E
79	18573.26	295.01	S 67° 32' 10" E
80	18868.27	295.01	S 67° 32' 10" E
81	19163.28	168.47	S 67° 32' 10" E
82	19331.75	168.47	S 67° 32' 10" E
83	19500.22	295.01	S 67° 32' 10" E
84	19795.23	295.01	S 67° 32' 10" E
85	20090.24	168.47	S 67° 32' 10" E
86	20258.71	168.47	S 67° 32' 10" E
87	20427.18	295.01	S 67° 32' 10" E
88	20722.19	295.01	S 67° 32' 10" E
89	21017.20	168.47	S 67° 32' 10" E
90	21185.67	168.47	S 67° 32' 10" E
91	21354.14	295.01	S 67° 32' 10" E
92	21649.15	295.01	S 67° 32' 10" E
93	21944.16	168.47	S 67° 32' 10" E
94	22112.63	168.47	S 67° 32' 10" E
95	22281.10	295.01	S 67° 32' 10" E
96	22576.11	295.01	S 67° 32' 10" E
97	22871.12	168.47	S 67° 32' 10" E
98	23039.59	168.47	S 67° 32' 10" E
99	23208.06	295.01	S 67° 32' 10" E
100	23503.07	295.01	S 67° 32' 10" E
101	23798.08	168.47	S 67° 32' 10" E
102	23966.55	168.47	S 67° 32' 10" E
103	24135.02	295.01	S 67° 32' 10" E
104	24430.03	295.01	S 67° 32' 10" E
105	24725.04	168.47	S 67° 32' 10" E
106	24893.51	168.47	S 67° 32' 10" E
107	25062.02	295.01	S 67° 32' 10" E
108	25357.03	295.01	S 67° 32' 10" E
109	25652.04	168.47	S 67° 32' 10" E
110	25820.51	168.47	S 67° 32' 10" E
111	26015.52	295.01	S 67° 32' 10" E
112	26310.53	295.01	S 67° 32' 10" E
113	26605.54	168.47	S 67° 32' 10" E
114	26774.01	168.47	S 67° 32' 10" E
115	26942.52	295.01	S 67° 32' 10" E
116	27237.53	295.01	S 67° 32' 10" E
117	27532.54	168.47	S 67° 32' 10" E
118	27701.01	168.47	S 67° 32' 10" E
119	27869.52	295.01	S 67° 32' 10" E
120	28164.53	295.01	S 67° 32' 10" E
121	28459.54	168.47	S 67° 32' 10" E
122	28628.01	168.47	S 67° 32' 10" E
123	28796.52	295.01	S 67° 32' 10" E
124	29091.53	295.01	S 67° 32' 10" E
125	29386.54	168.47	S 67° 32' 10" E
126	29555.01	168.47	S 67° 32' 10" E
127	29723.52	295.01	S 67° 32' 10" E
128	30018.53	295.01	S 67° 32' 10" E
129	30313.54	168.47	S 67° 32' 10" E
130	30482.01	168.47	S 67° 32' 10" E
131	30650.52	295.01	S 67° 32' 10" E
132	30945.53	295.01	S 67° 32' 10" E
133	31240.54	168.47	S 67° 32' 10" E
134	31409.01	168.47	S 67° 32' 10" E
135	31577.52	295.01	S 67° 32' 10" E
136	31872.53	295.01	S 67° 32' 10" E
137	32167.54	168.47	S 67° 32' 10" E
138	32336.01	168.47	S 67° 32' 10" E
139	32504.52	295.01	S 67° 32' 10" E
140	32799.53	295.01	S 67° 32' 10" E
141	33094.54	168.47	S 67° 32' 10" E
142	33263.01	168.47	S 67° 32' 10" E
143	33431.52	295.01	S 67° 32' 10" E
144	33726.53	295.01	S 67° 32' 10" E
145	34021.54	168.47	S 67° 32' 10" E
146	34190.01	168.47	S 67° 32' 10" E
147	34358.52	295.01	S 67° 32' 10" E
148	34653.53	295.01	S 67° 32' 10" E
149	34948.54	168.47	S 67° 32' 10" E
150	35117.01	168.47	S 67° 32' 10" E
151	35285.52	295.01	S 67° 32' 10" E
152	35580.53	295.01	S 67° 32' 10" E
153	35875.54	168.47	S 67° 32' 10" E
154	36044.01	168.47	S 67° 32' 10" E
155	36212.52	295.01	S 67° 32' 10" E
156	36507.53	295.01	S 67° 32' 10" E
157	36802.54	168.47	S 67° 32' 10" E
158	36971.01	168.47	S 67° 32' 10" E
159	37139.52	295.01	S 67° 32' 10" E
160	37434.53	295.01	S 67° 32' 10" E
161	37729.54	168.47	S 67° 32' 10" E
162	37898.01	168.47	S 67° 32' 10" E
163	38066.52	295.01	S 67° 32' 10" E
164	38361.53	295.01	S 67° 32' 10" E
165	38656.54	168.47	S 67° 32' 10" E
166	38825.01	168.47	S 67° 32' 10" E
167	38993.52	295.01	S 67° 32' 10" E
168	39288.53	295.01	S 67° 32' 10" E
169	39583.54	168.47	S 67° 32' 10" E
170	39752.01	168.47	S 67° 32' 10" E
171	39920.52	295.01	S 67° 32' 10" E
172	40215.53	295.01	S 67° 32' 10" E
173	40510.54	168.47	S 67° 32' 10" E
174	40679.01	168.47	S 67° 32' 10" E
175	40847.52	295.01	S 67° 32' 10" E
176	41142.53	295.01	S 67° 32' 10" E
177	41437.54	168.47	S 67° 32' 10" E
178	41606.01	168.47	S 67° 32' 10" E
179	41774.52	295.01	S 67° 32' 10" E
180	42069.53	295.01	S 67° 32' 10" E
181	42364.54	168.47	S 67° 32' 10" E
182	42533.01	168.47	S 67° 32' 10" E
183	42701.52	295.01	S 67° 32' 10" E
184	43011.53	295.01	S 67° 32' 10" E
185	43311.54	168.47	S 67° 32' 10" E
186	43480.01	168.47	S 67° 32' 10" E
187	43648.52	295.01	S 67° 32' 10" E
188	43943.53	295.01	S 67° 32' 10" E
189	44238.54	168.47	S 67° 32' 10" E
190	44407.01	168.47	S 67° 32' 10" E
191	44575.52	295.01	S 67° 32' 10" E
192	44870.53	295.01	S 67° 32' 10" E
193	45165.54	168.47	S 67° 32' 10" E
194	45334.01	168.47	S 67° 32' 10" E
195	45502.52	295.01	S 67° 32' 10" E
196	45797.53	295.01	S 67° 32' 10" E
197	46092.54	168.47	S 67° 32' 10" E
198	46261.01	168.47	S 67° 32' 10" E
199	46429.52	295.01	S 67° 32' 10" E
200	46724.53	295.01	S 67° 32' 10" E

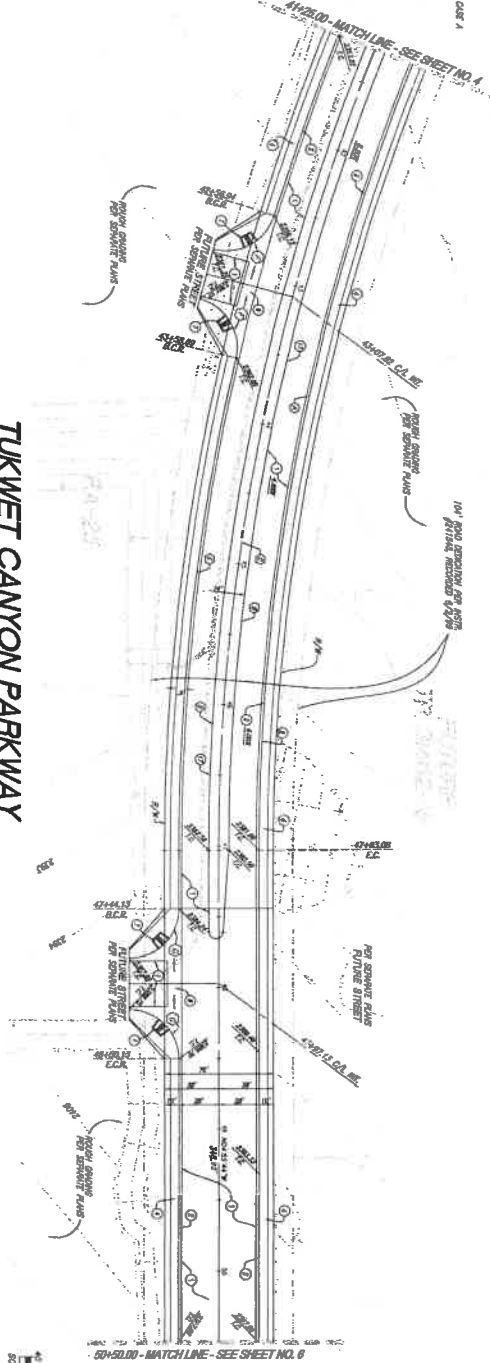
LINE DATA TABLE

NO.	STATIONING	LENGTH	BEARING
1	0+00.00	1104.00	S 73° 41' 20" E
2	1104.00	154.00	S 45° 51' 40" E
3	1258.00	295.51	S 67° 32' 10" E
4	1553.51	79.43	S 67° 32' 10" E
5	1632.94	55.57	S 67° 32' 10" E
6	1688.51	168.47	S 67° 32' 10" E
7	1856.98	168.47	S 67° 32' 10" E
8	2025.45	295.01	S 67° 32' 10" E
9	2320.46	295.01	S 67° 32' 10" E
10	2615.47	168.47	S 67° 32' 10" E
11	2783.94	295.01	S 67° 32' 10" E
12	3078.95	295.01	S 67° 32' 10" E
13	3373.96	168.47	S 67° 32' 10" E
14	3542.43	168.47	S 67° 32' 10" E
15	3710.90	295.01	S 67° 32' 10" E
16	4005.91	295.01	S 67° 32' 10" E
17	4300.92	168.47	S 67° 32' 10" E
18	4469.39	168.47	S 67° 32' 10" E
19	4637.86	295.01	S 67° 32' 10" E
20			



- CONSTRUCTION NOTES**
- 1- CONSTRUCT 24" A.C. OVER 8" R.C. SLAB
 - 2- CONSTRUCT THE 4'-6" CURB PER COUNTY OF INDIANAPOLIS STANDARD NO. 200
 - 3- CONSTRUCT SIDEWALK PER COUNTY OF INDIANAPOLIS STANDARD PLAN NO. 401
 - 4- CONSTRUCT CURB AND GUT PER COUNTY OF INDIANAPOLIS STANDARD PLAN NO. 402
 - 5- CONSTRUCT CROSS-DITCHES PER COUNTY OF INDIANAPOLIS STANDARD NO. 200
 - 6- CONSTRUCT THE 3" CURB PER COUNTY OF INDIANAPOLIS STANDARD NO. 200

NO.	DATE	BY	DESCRIPTION
1	08/20/18	ALB	ISSUED FOR PERMIT
2	08/20/18	ALB	ISSUED FOR PERMIT
3	08/20/18	ALB	ISSUED FOR PERMIT
4	08/20/18	ALB	ISSUED FOR PERMIT
5	08/20/18	ALB	ISSUED FOR PERMIT
6	08/20/18	ALB	ISSUED FOR PERMIT
7	08/20/18	ALB	ISSUED FOR PERMIT
8	08/20/18	ALB	ISSUED FOR PERMIT
9	08/20/18	ALB	ISSUED FOR PERMIT
10	08/20/18	ALB	ISSUED FOR PERMIT
11	08/20/18	ALB	ISSUED FOR PERMIT
12	08/20/18	ALB	ISSUED FOR PERMIT
13	08/20/18	ALB	ISSUED FOR PERMIT
14	08/20/18	ALB	ISSUED FOR PERMIT
15	08/20/18	ALB	ISSUED FOR PERMIT
16	08/20/18	ALB	ISSUED FOR PERMIT
17	08/20/18	ALB	ISSUED FOR PERMIT
18	08/20/18	ALB	ISSUED FOR PERMIT
19	08/20/18	ALB	ISSUED FOR PERMIT
20	08/20/18	ALB	ISSUED FOR PERMIT



DC PART

DUAL TOLL FREE
8-1-1
AT LEAST 30 DAYS
BEFORE YOU GO

UNDESIGNED SERVICE LANE OF BEAUMONT CALIFORNIA

BASIS OF BEAUMONT:

DESIGNATION: CONSTRUCTION PERMITS
PROJECT: CONSTRUCTION PERMITS
DATE: 08/20/18

BENCHMARK: JENSEN WALKWAY WEST
CONCRETE MONUMENT SURVEY WEST
ELEV. 4291.45, MOND 29
ELEV. 4291.45, MOND 29

PROJECT INFORMATION:

PROJECT: CONSTRUCTION PERMITS
DATE: 08/20/18

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	08/20/18	ALB	ISSUED FOR PERMIT

APPROVALS:

Reviewed By: *[Signature]* Date: 8/14/18

Recommended for Approval By: *[Signature]* Date: 8/14/18

Approved By: *[Signature]* Date: 8/14/18

City of Beaumont, Public Works Department

SEAL:

Professional Engineer
No. 10000
Exp. 12/31/2020

CITY OF BEAUMONT, CALIFORNIA

INFRASTRUCTURE STREET IMPROVEMENT PLANS

TRACT NO. 31462 - PHASE 4

TUKWET CANYON PARKWAY

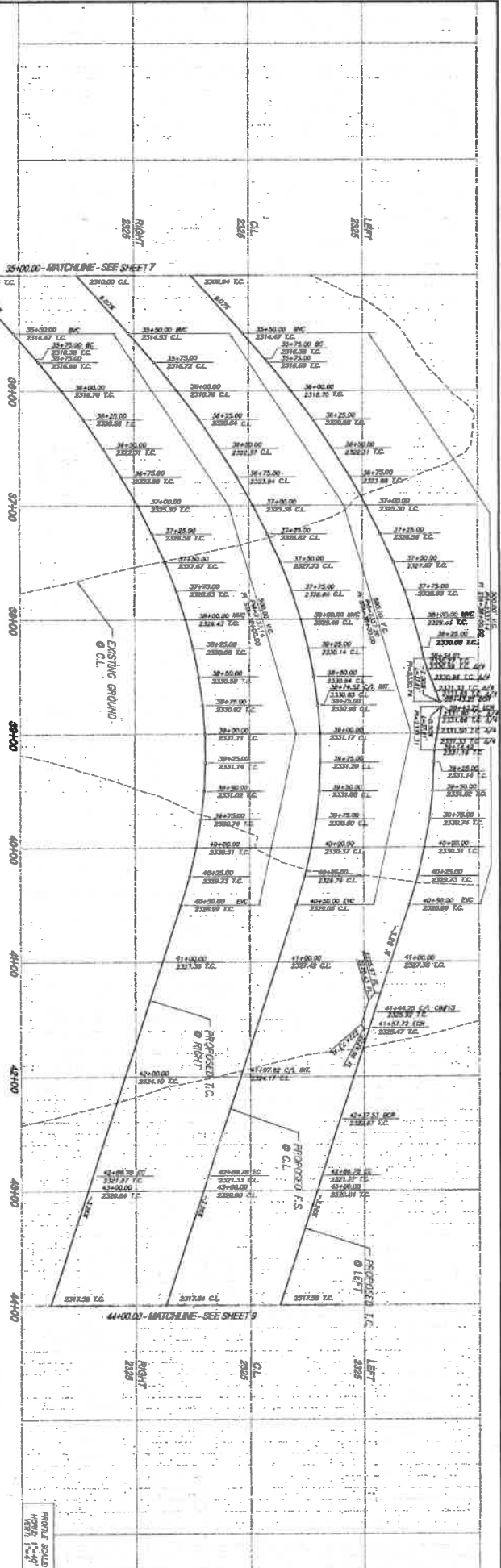
SIN. 41+00.00 TO 51+00.00

ARGENT MANAGEMENT

SHEET:

5 OF 14 SHEETS

NO. 34281



NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMITS	08/20/24	MM	MM
2	REVISED PER COMMENTS	08/20/24	MM	MM
3	REVISED PER COMMENTS	08/20/24	MM	MM
4	REVISED PER COMMENTS	08/20/24	MM	MM
5	REVISED PER COMMENTS	08/20/24	MM	MM
6	REVISED PER COMMENTS	08/20/24	MM	MM
7	REVISED PER COMMENTS	08/20/24	MM	MM
8	REVISED PER COMMENTS	08/20/24	MM	MM
9	REVISED PER COMMENTS	08/20/24	MM	MM
10	REVISED PER COMMENTS	08/20/24	MM	MM
11	REVISED PER COMMENTS	08/20/24	MM	MM
12	REVISED PER COMMENTS	08/20/24	MM	MM
13	REVISED PER COMMENTS	08/20/24	MM	MM
14	REVISED PER COMMENTS	08/20/24	MM	MM
15	REVISED PER COMMENTS	08/20/24	MM	MM
16	REVISED PER COMMENTS	08/20/24	MM	MM
17	REVISED PER COMMENTS	08/20/24	MM	MM
18	REVISED PER COMMENTS	08/20/24	MM	MM
19	REVISED PER COMMENTS	08/20/24	MM	MM
20	REVISED PER COMMENTS	08/20/24	MM	MM

- CONSTRUCTION NOTES**
1. CONSTRUCT 6.0' W.C. OVER 6.0' CLS 1 & 1A
 2. CONSTRUCT THE 4'-0" OVER PER COUNTY OF MERCED STANDARD HS. 202
 3. CONSTRUCT SIDEWALK PER COUNTY OF MERCED STANDARD HS. 401
 4. CONSTRUCT CURB PER COUNTY OF MERCED STANDARD HS. 401, CLS 1
 5. CONSTRUCT OTHER DIMENSIONS, CLS 1 & 103 MERCED COUNTY STANDARD HS. 311

DD&BT
 DUAL TOLL FREE
 8-1-1
 AT LEAST TWO DAYS BEFORE TOLLS BEGIN

THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR ASSURING THE DESIGN AND CONSTRUCTION OF THE PROJECT MEETS THE DESIGN CRITERIA AND THE CITY OF BEAUMONT DESIGN STANDARDS. THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BEAUMONT AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND HIGHWAYS. THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BEAUMONT AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND HIGHWAYS. THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BEAUMONT AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND HIGHWAYS.

DD&BT
 BASIS OF DESIGN:
 DESIGN SPEED: 35 MPH
 DESIGN LIFE: 20 YEARS
 DESIGN LOAD: HS-20

DD&BT
 BENCHMARK: 1988 NAVD83
 ELEVATION: 10.00 FT
 POINT: 10.00 FT
 DATE: 08/20/24

DD&BT
 REVISIONS

NO.	DATE	DESCRIPTION
1	08/20/24	ISSUED FOR PERMITS
2	08/20/24	REVISED PER COMMENTS
3	08/20/24	REVISED PER COMMENTS
4	08/20/24	REVISED PER COMMENTS
5	08/20/24	REVISED PER COMMENTS
6	08/20/24	REVISED PER COMMENTS
7	08/20/24	REVISED PER COMMENTS
8	08/20/24	REVISED PER COMMENTS
9	08/20/24	REVISED PER COMMENTS
10	08/20/24	REVISED PER COMMENTS
11	08/20/24	REVISED PER COMMENTS
12	08/20/24	REVISED PER COMMENTS
13	08/20/24	REVISED PER COMMENTS
14	08/20/24	REVISED PER COMMENTS
15	08/20/24	REVISED PER COMMENTS
16	08/20/24	REVISED PER COMMENTS
17	08/20/24	REVISED PER COMMENTS
18	08/20/24	REVISED PER COMMENTS
19	08/20/24	REVISED PER COMMENTS
20	08/20/24	REVISED PER COMMENTS

DD&BT
 PROJECT: SORENSTAM DRIVE
 TRACT NO. 31452 - PHASE 4
 DATE: 08/20/24

DD&BT
 ENGINEER: [Signature]
 DATE: 08/20/24

DD&BT
 CITY OF BEAUMONT, CALIFORNIA
 INFRASTRUCTURE STREET IMPROVEMENT PLANS
 TRACT NO. 31452 - PHASE 4
 SORENSTAM DRIVE
 STA. 2540+00 TO STA. 4440+00

DD&BT
 SHEET 8 OF 14 SHEETS
 DATE: 08/20/24

DD&BT
 ARGENT MANAGEMENT

DD&BT
 SCALE: 1"=40'

NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS	10/18/11	WJ
2	ISSUED FOR PERMITS	10/18/11	WJ
3	ISSUED FOR PERMITS	10/18/11	WJ
4	ISSUED FOR PERMITS	10/18/11	WJ
5	ISSUED FOR PERMITS	10/18/11	WJ
6	ISSUED FOR PERMITS	10/18/11	WJ
7	ISSUED FOR PERMITS	10/18/11	WJ
8	ISSUED FOR PERMITS	10/18/11	WJ
9	ISSUED FOR PERMITS	10/18/11	WJ
10	ISSUED FOR PERMITS	10/18/11	WJ

THE PRIVATE ENGINEER SHOWS THESE THE ACCURACY AND COMPLETENESS OF THE DESIGN AND CONSTRUCTION OF THE WORK SHOWN IN THIS PLAN. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF ANY INFORMATION, MEASUREMENTS OR DATA PROVIDED TO HIM BY ANY OTHER PARTY. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE WORK SHOWN IN THIS PLAN. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF ANY INFORMATION, MEASUREMENTS OR DATA PROVIDED TO HIM BY ANY OTHER PARTY. THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE WORK SHOWN IN THIS PLAN.



PROJECT
SORENSTAM DRIVE
 PHASE 4
 IMPROVEMENTS
 TRACT NO. 31462

OWNER
 Sorenstam Drive
 44000 to 53000

DESIGNER
 WJ Williams
 10/18/11

DATE
 10/18/11

SCALE
 1" = 40'

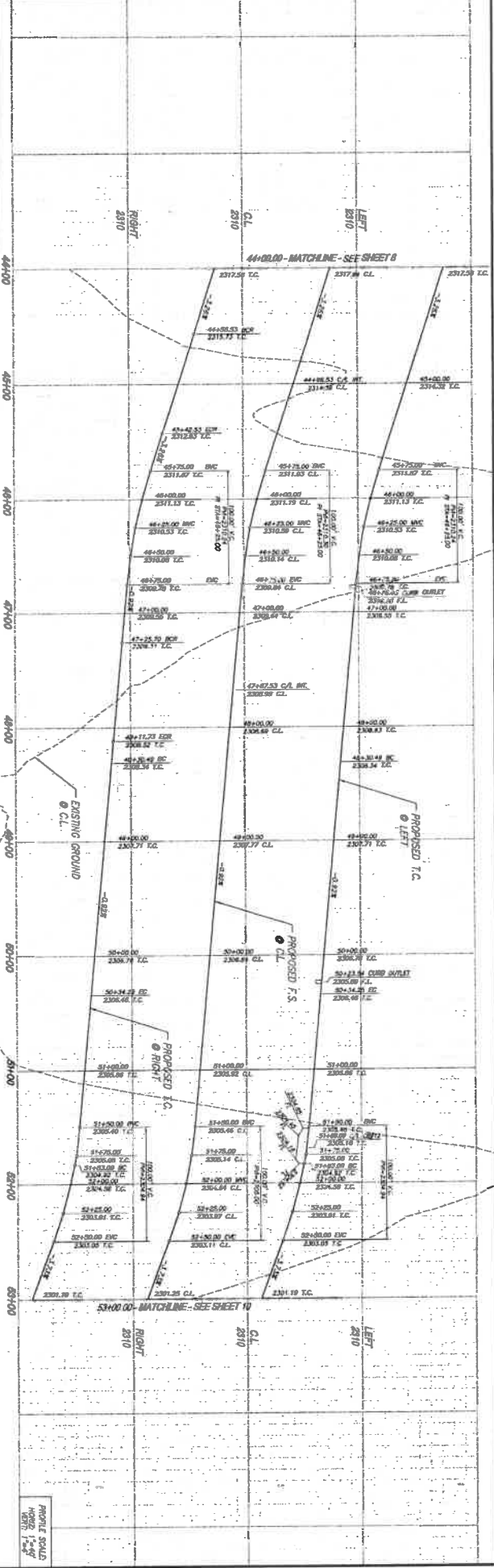
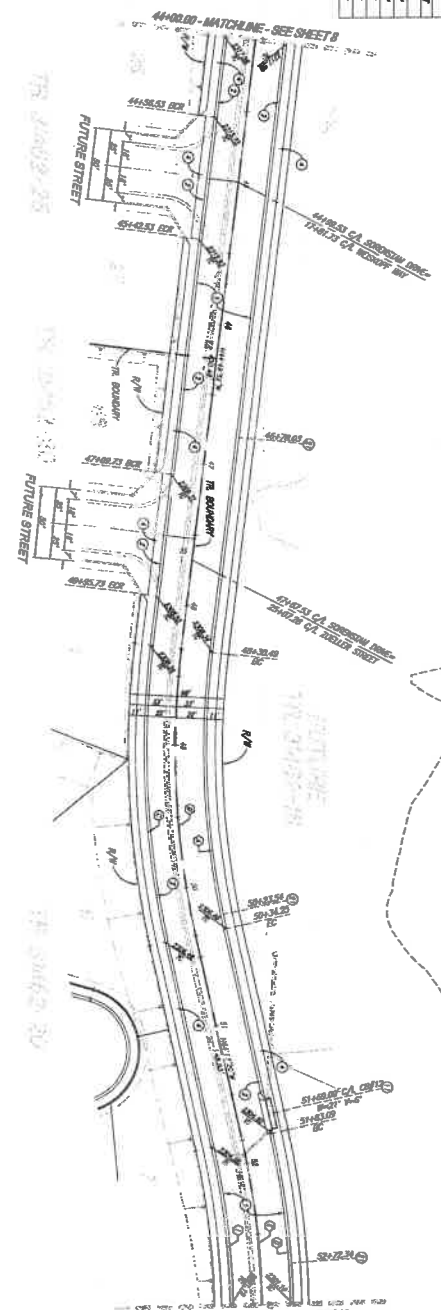
APPROVED BY
 [Signature]

CITY OF BEAUNTON, CALIFORNIA
 ENGINEERING DIVISION

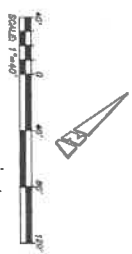
PROJECT NO.
 31462 - PHASE 4

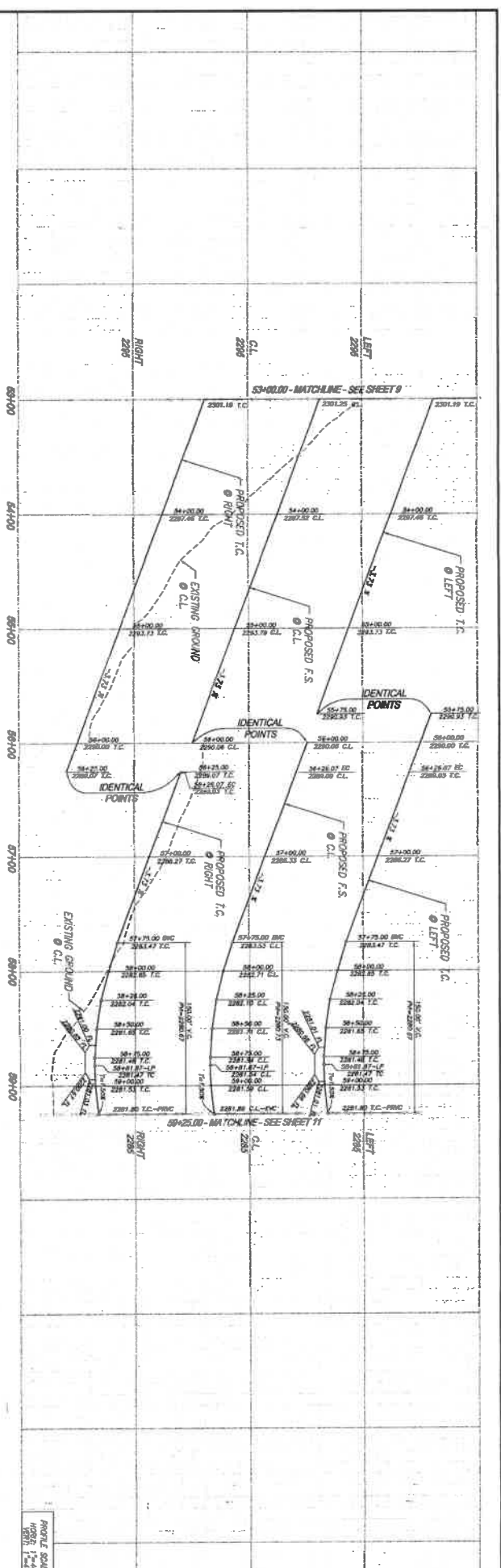
SHEET
 9 OF 14 SHEETS

SORENSTAM DRIVE



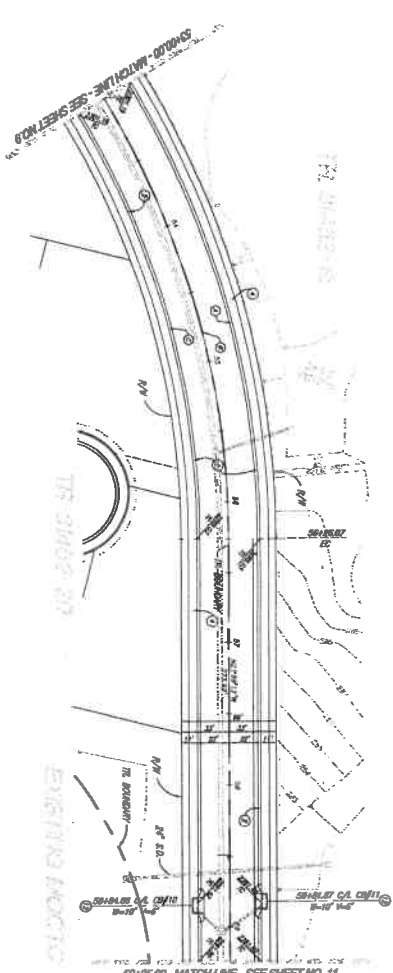
- CONSTRUCTION NOTES**
1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUNTON, CALIFORNIA SPECIFICATIONS FOR PAVEMENTS AND SIDEWALKS.
 2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUNTON, CALIFORNIA SPECIFICATIONS FOR UTILITIES.
 3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUNTON, CALIFORNIA SPECIFICATIONS FOR SIGNAGE.
 4. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUNTON, CALIFORNIA SPECIFICATIONS FOR LIGHTING.
 5. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUNTON, CALIFORNIA SPECIFICATIONS FOR LANDSCAPING.
 6. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUNTON, CALIFORNIA SPECIFICATIONS FOR FLOOD CONTROL.
 7. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUNTON, CALIFORNIA SPECIFICATIONS FOR AIR QUALITY.
 8. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUNTON, CALIFORNIA SPECIFICATIONS FOR NOISE ABATEMENT.
 9. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUNTON, CALIFORNIA SPECIFICATIONS FOR HISTORIC PRESERVATION.
 10. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUNTON, CALIFORNIA SPECIFICATIONS FOR CULTURAL RESOURCES.





NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITS	08/14/23	MB
2	REVISED PER COMMENTS	09/08/23	MB
3	REVISED PER COMMENTS	09/15/23	MB
4	REVISED PER COMMENTS	09/22/23	MB
5	REVISED PER COMMENTS	10/02/23	MB
6	REVISED PER COMMENTS	10/11/23	MB
7	REVISED PER COMMENTS	10/20/23	MB
8	REVISED PER COMMENTS	11/01/23	MB
9	REVISED PER COMMENTS	11/14/23	MB
10	REVISED PER COMMENTS	11/21/23	MB

SOENSTAM DRIVE



- ### CONSTRUCTION NOTES
- 1 - CONSTRUCT ROAD AS SHOWN ON PLANS
 - 2 - CONSTRUCT THE 4'-4" SIDE RAMP COUNT OF PROPOSED SHOULDER AS SHOWN
 - 3 - CONSTRUCT SIDEWALK PER COUNTY OF MERCED STANDARD PLAN NO. 401
 - 4 - CONSTRUCT EXISTING SIDEWALK OVER & PER SIDEWALK COUNT STANDARD PLAN 311

SHL TOLL FREE 8-1-1 AT LEAST 72 HRS BEFORE YOU DO

PERMITS DIVISION

PERMITS DIVISION

THE PERMITS DIVISION SHALL REVIEW THE APPLICATION AND APPROVAL OF THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE PERMITS DIVISION SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT. THE PERMITS DIVISION SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT.

THE PERMITS DIVISION SHALL REVIEW THE APPLICATION AND APPROVAL OF THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE PERMITS DIVISION SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT. THE PERMITS DIVISION SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT.

BASIS OF BEARINGS:

PERMITS DIVISION SHALL REVIEW THE APPLICATION AND APPROVAL OF THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE PERMITS DIVISION SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT. THE PERMITS DIVISION SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT.

REVISIONS:

NO.	DATE	DESCRIPTION	BY
1	08/14/23	ISSUED FOR PERMITS	MB
2	09/08/23	REVISED PER COMMENTS	MB
3	09/15/23	REVISED PER COMMENTS	MB
4	09/22/23	REVISED PER COMMENTS	MB
5	10/02/23	REVISED PER COMMENTS	MB
6	10/11/23	REVISED PER COMMENTS	MB
7	10/20/23	REVISED PER COMMENTS	MB
8	10/30/23	REVISED PER COMMENTS	MB
9	11/01/23	REVISED PER COMMENTS	MB
10	11/14/23	REVISED PER COMMENTS	MB
11	11/21/23	REVISED PER COMMENTS	MB

CITY OF BEAUMONT, CALIFORNIA

INFRAS TRUCKING STREET IMPROVEMENT PLANS

PROJECT NO. 21902 - PHASE 1

SOENSTAM DRIVE

57N+55+00.00 TO 57N+85+00.00

ARGENT MANAGEMENT

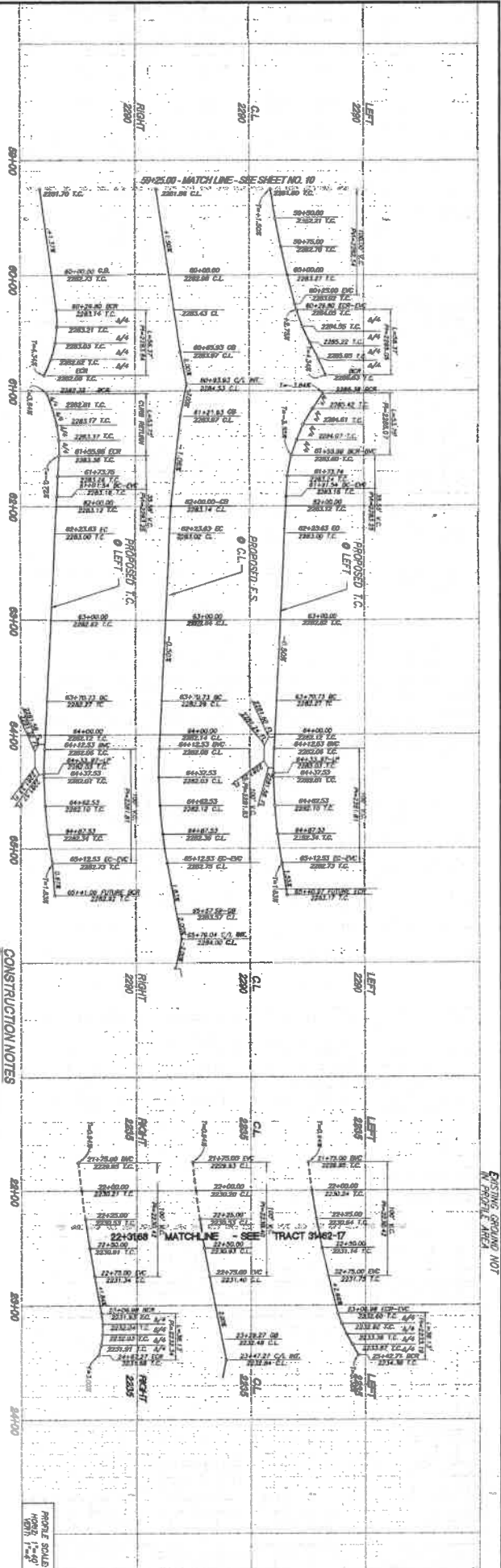
DATE: 11/14/23

SCALE: 1"=40'

SHEET 10

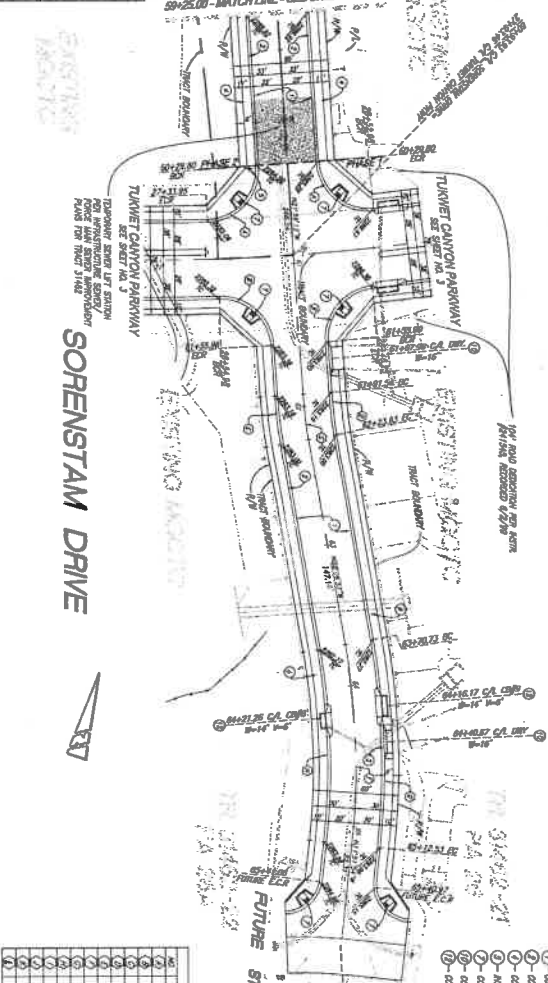
OF 14 SHEETS

DATE: 11/14/23

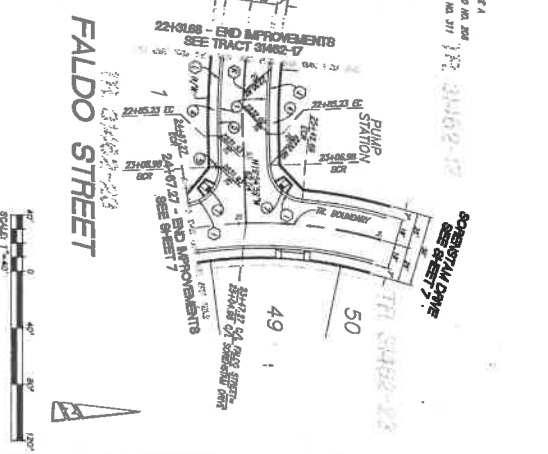


- CONSTRUCTION NOTES**
- 1- CONSTRUCT 4.0' A.C. OVER 16" CLAY FILL
 - 2- CONSTRUCT THE 4-8' CURB PER COUNTY OF RIVERSIDE SPECIFICATIONS NO. 200
 - 3- CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE SPECIFICATIONS PLAN NO. 401
 - 4- INSTALL STREET LIGHTS PER COUNTY OF RIVERSIDE SPECIFICATIONS NO. 416
 - 5- CONSTRUCT CURB RAMP PER COUNTY OF RIVERSIDE SPECIFICATIONS NO. 443 CLAY FILL
 - 6- CONSTRUCT CONCRETE DRIVEWAY APPROXIMATE PER RIVERSIDE COUNTY SPECIFICATIONS NO. 206
 - 7- CONSTRUCT DRIVEWAY DIMENSIONS, OVER 6' PER RIVERSIDE COUNTY SPECIFICATIONS NO. 211

THE DRAWING ENGINEER'S SIGNATURE MUST BE PLACED IN THE LOWER RIGHT CORNER OF THE DRAWING. THE DRAWING ENGINEER'S SIGNATURE MUST BE PLACED IN THE LOWER RIGHT CORNER OF THE DRAWING. THE DRAWING ENGINEER'S SIGNATURE MUST BE PLACED IN THE LOWER RIGHT CORNER OF THE DRAWING.



NO.	DESCRIPTION	AMOUNT	DATE
1	AS-BUILT	10.00	01/15/10
2	AS-BUILT	10.00	01/15/10
3	AS-BUILT	10.00	01/15/10
4	AS-BUILT	10.00	01/15/10
5	AS-BUILT	10.00	01/15/10
6	AS-BUILT	10.00	01/15/10
7	AS-BUILT	10.00	01/15/10
8	AS-BUILT	10.00	01/15/10
9	AS-BUILT	10.00	01/15/10
10	AS-BUILT	10.00	01/15/10



SCALE: 1" = 40'

DEBERT
 DIAL TOLL FREE
 8-1-1
 AT LEAST TWO DAYS BEFORE YOU DO

BASES OF BEARINGS:
 THE BASES OF BEARINGS FOR THE LOTS AND EASEMENTS ARE AS SHOWN ON THE PLAN. THE BEARING FOR THE DRIVE IS DETERMINED BY AGRICULTURAL SURVEY OF THE CITY.

REVISIONS:
 REVISION NO. 1: CORRECTED THE BEARING FOR THE DRIVE TO BE 279° 52' E.

PROJECT INFORMATION:
 PROJECT NO. 31462-17
 TRACT NO. 31462-17
 CITY OF BEAUNTON, CALIFORNIA

DESIGNER:
 PROJECT NO. 31462-17
 TRACT NO. 31462-17
 CITY OF BEAUNTON, CALIFORNIA

APPROVED:
 CITY OF BEAUNTON, CALIFORNIA
 ENGINEERING DIVISION

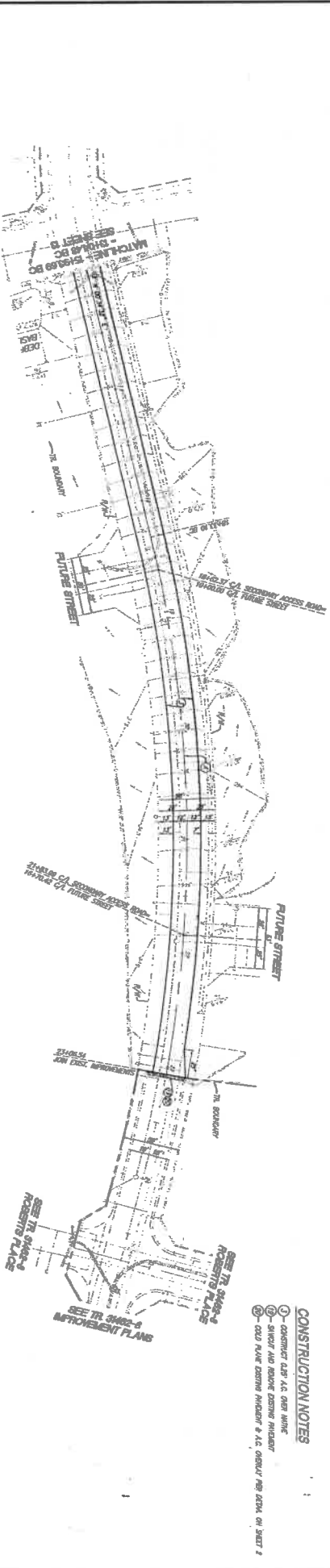
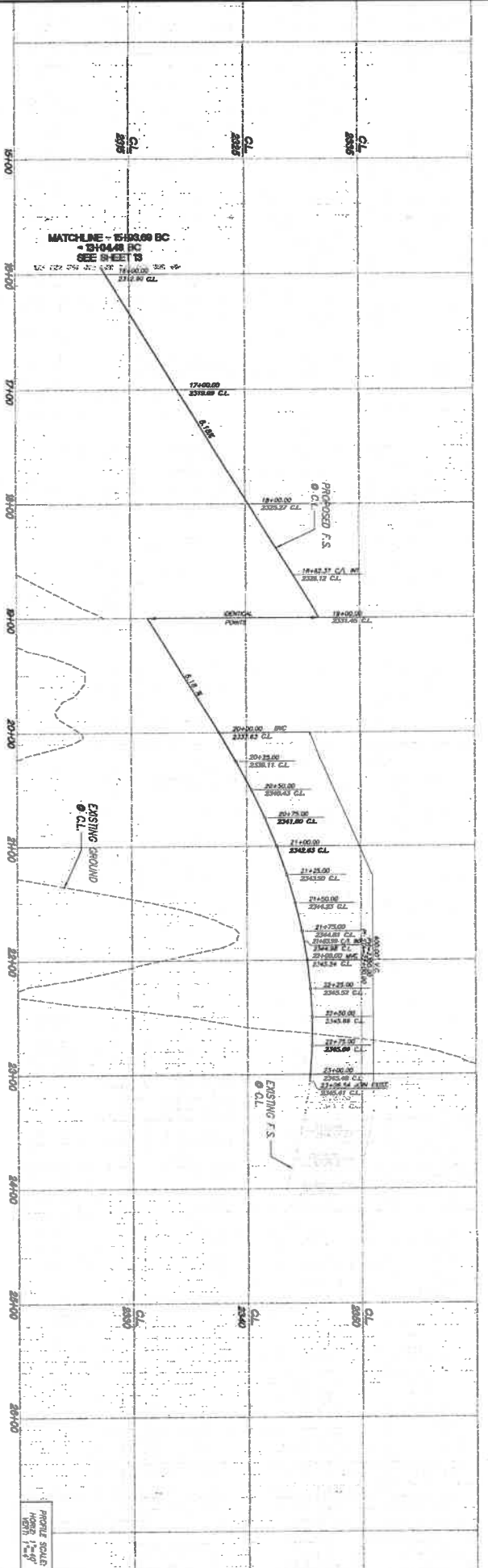
DATE:
 07/20/10

PROJECT NO. 31462-17
TRACT NO. 31462-17
CITY OF BEAUNTON, CALIFORNIA

INVESTOR:
 TRACT NO. 31462-17
 SORENSTAM DRIVE
 FALDO STREET
 ARGENT UNWARRANT

SHEET 11
 OF 14 SHEETS
 DATE: 07/20/10

SCALE: 1" = 40'



**SECONDARY ACCESS ROAD
(FUTURE BREWER DRIVE)**

THE ENGINEER, DESIGNER, SURVEYOR, ARCHITECT, AND ACCOUNTANT, AND ASSOCIATES OF THE PROFESSION, HAS REVIEWED THE DRAWINGS AND SPECIFICATIONS AND HAS APPROVED THE SAME FOR CONSTRUCTION. THE APPROVAL OF THESE DRAWINGS DOES NOT CONSTITUTE AN ENDORSEMENT OF THE PROJECT OR A GUARANTEE OF THE ACCURACY OF THE INFORMATION THEREON. THE ENGINEER, DESIGNER, SURVEYOR, ARCHITECT, AND ACCOUNTANT, AND ASSOCIATES OF THE PROFESSION, SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE DRAWINGS OR SPECIFICATIONS WHICH MAY BE MADE BY ANY OTHER PERSON OR PERSONS.

NO.	REVISION	DATE	BY	CHK'D
01	ISSUED FOR PERMIT	11/14/07	LD	LD

BASES OF BEARINGS:
 BEARINGS: N 27°30'32" E
 ELEV. 2481.64, MVD 28

PROJACTIVE:
 PROJECT NO. 07/20/16
 SHEET NO. 12 OF 14



Reviewed by: *LD*
 Recommended for Approval by: *LD*
 Approved by: *LD*
 City of Beaumont, Public Works Department
 Engineering Division

CITY OF BEAUMONT, CALIFORNIA
 INFRASTRUCTURE STREET IMPROVEMENT PLANS
 TRACT NO. 31482 - PHASE 4
**SECONDARY ACCESS ROAD
(FUTURE BREWER DRIVE)**
 FROM 15+35.00 TO 51+00.00
 AGENT MANAGEMENT

SHEET
 12
 OF 14 SHEETS
 DATE: 11/14/07



DDESIGN
 2000 S. GARDEN ST.
 SUITE 100
 ANAHEIM, CA 92805
 TEL: 714.944.1111
 FAX: 714.944.1112
 WWW.DDESIGN.COM

DESIGNER: LD
CHECKED: LD
DATE: 11/14/07

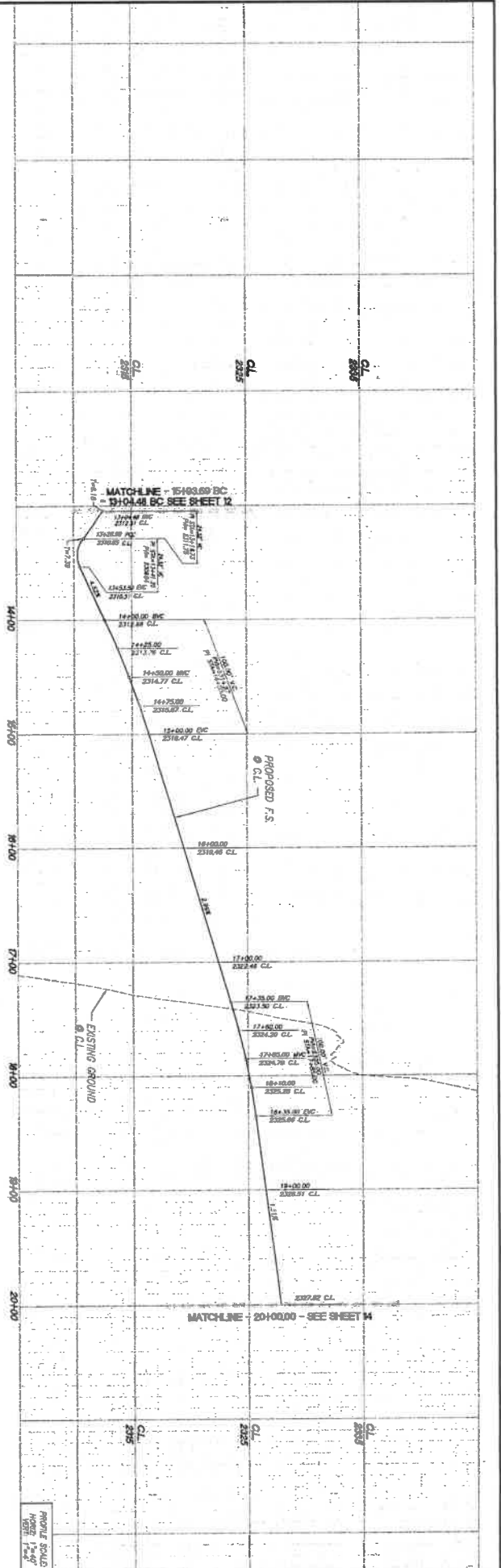
PROJECT NO.: 07/20/16
SHEET NO.: 12 OF 14



Reviewed by: *LD*
 Recommended for Approval by: *LD*
 Approved by: *LD*
 City of Beaumont, Public Works Department
 Engineering Division

CITY OF BEAUMONT, CALIFORNIA
 INFRASTRUCTURE STREET IMPROVEMENT PLANS
 TRACT NO. 31482 - PHASE 4
**SECONDARY ACCESS ROAD
(FUTURE BREWER DRIVE)**
 FROM 15+35.00 TO 51+00.00
 AGENT MANAGEMENT

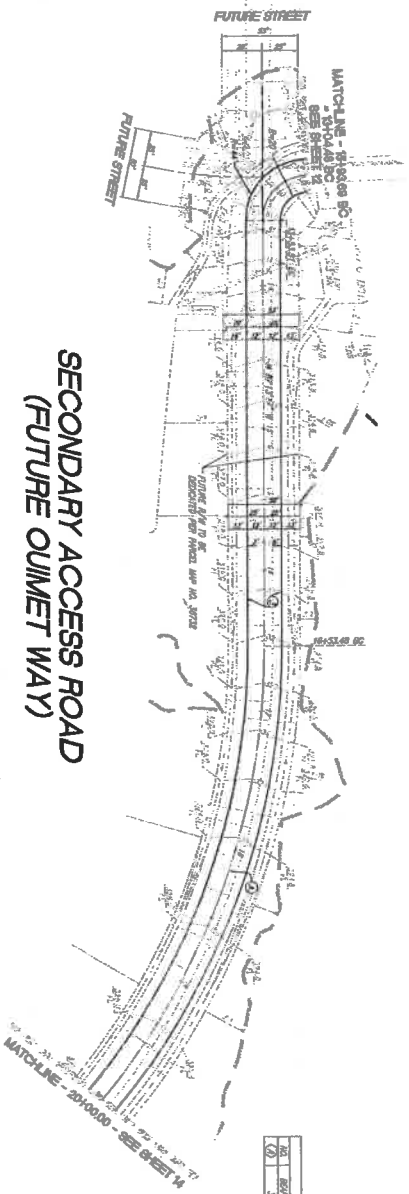
SHEET
 12
 OF 14 SHEETS
 DATE: 11/14/07



NO.	DATE	DESCRIPTION	BY	CHKD.
1	08/20/18	ISSUED FOR PERMIT	JL	ML
2	08/20/18	ISSUED FOR PERMIT	JL	ML

CONSTRUCTION NOTES
 1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUNONT, CALIFORNIA MUNICIPAL CODE CHAPTER 17.04.

SECONDARY ACCESS ROAD (FUTURE QUIMET WAY)



THE ENGINEER'S RESPONSIBILITY IS TO PREPARE THE DESIGN AND DRAWINGS TO THE ACCORDANCE WITH THE CITY OF BEAUNONT, CALIFORNIA MUNICIPAL CODE CHAPTER 17.04. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY THE ENGINEER.

DAWSON
 CIVIL ENGINEERING
 1111 1/2 AVENUE
 SUITE 100
 BEAUNONT, CA 94705
 (925) 762-1111
 WWW.DAWSON-CIVIL.COM

DESIGNED BY: JL
 CHECKED BY: ML
 DATE: 08/20/18
 APPROVED BY: [Signature]
 TITLE: CIVIL ENGINEER

PERMITS: N 27-29-22-E
 BEAUNONT, CA

PROJECT NO: 18-0002
 SHEET NO: 13 OF 14

CITY OF BEAUNONT, CALIFORNIA
 TRACT NO. 31462 - PHASE 4
 SECONDARY ACCESS ROAD
 (QUIMET WAY)

AGENT MANAGEMENT

SHEET 13 OF 14 SHEETS
 DRAWING NO. 18-0002-13

CITY OF BEAUNONT, CALIFORNIA
 TRACT NO. 31462 - PHASE 4
 SECONDARY ACCESS ROAD
 (QUIMET WAY)

AGENT MANAGEMENT

SHEET 13 OF 14 SHEETS
 DRAWING NO. 18-0002-13

CITY OF BEAUNONT, CALIFORNIA
 TRACT NO. 31462 - PHASE 4
 SECONDARY ACCESS ROAD
 (QUIMET WAY)

AGENT MANAGEMENT

DO NOT SCALE

FOR THE ENGINEER'S RECORD ONLY. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION. THE ENGINEER'S RECORD DRAWING SHALL BE THE ONLY DRAWING TO BE USED FOR CONSTRUCTION. ANY CHANGES MUST BE APPROVED BY THE ENGINEER.

QUALITY CONTROL
 CALL TOLL FREE
 8-1-1
 AT LEAST TWO DAYS
 BEFORE YOU DO

UNBIDDABLE SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEHAVIOR:
 THE BASIS OF BEHAVIOR FOR THE DESIGN OF THIS PROJECT IS THE 1972 CALIFORNIA STATE HIGHWAY AND STREET DESIGN SPECIFICATIONS, LATEST EDITION, AND THE 1972 CALIFORNIA STATE HIGHWAY AND STREET DESIGN SPECIFICATIONS, LATEST EDITION, AND THE 1972 CALIFORNIA STATE HIGHWAY AND STREET DESIGN SPECIFICATIONS, LATEST EDITION, AND THE 1972 CALIFORNIA STATE HIGHWAY AND STREET DESIGN SPECIFICATIONS, LATEST EDITION.

CONSTRUCTION NOTES

1 - CONSTRUCT AS SHOWN

2 - DETAIL

REVISIONS

NO.	DATE	DESCRIPTION
1	07/20/78	ISSUED FOR PERMITS
2	08/15/78	REVISED PER PERMIT COMMENTS
3	09/10/78	REVISED PER PERMIT COMMENTS
4	10/05/78	REVISED PER PERMIT COMMENTS
5	11/01/78	REVISED PER PERMIT COMMENTS
6	12/01/78	REVISED PER PERMIT COMMENTS
7	01/01/79	REVISED PER PERMIT COMMENTS
8	02/01/79	REVISED PER PERMIT COMMENTS
9	03/01/79	REVISED PER PERMIT COMMENTS
10	04/01/79	REVISED PER PERMIT COMMENTS
11	05/01/79	REVISED PER PERMIT COMMENTS
12	06/01/79	REVISED PER PERMIT COMMENTS

PROJECT INFORMATION:
 PROJECT NO. 31482 - PHASE 4
 SECONDARY ACCESS ROAD
 (QUIMET WAY)
 FROM STA. 35+00.00 TO STA. 35+48.83

DESIGNER:
 CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

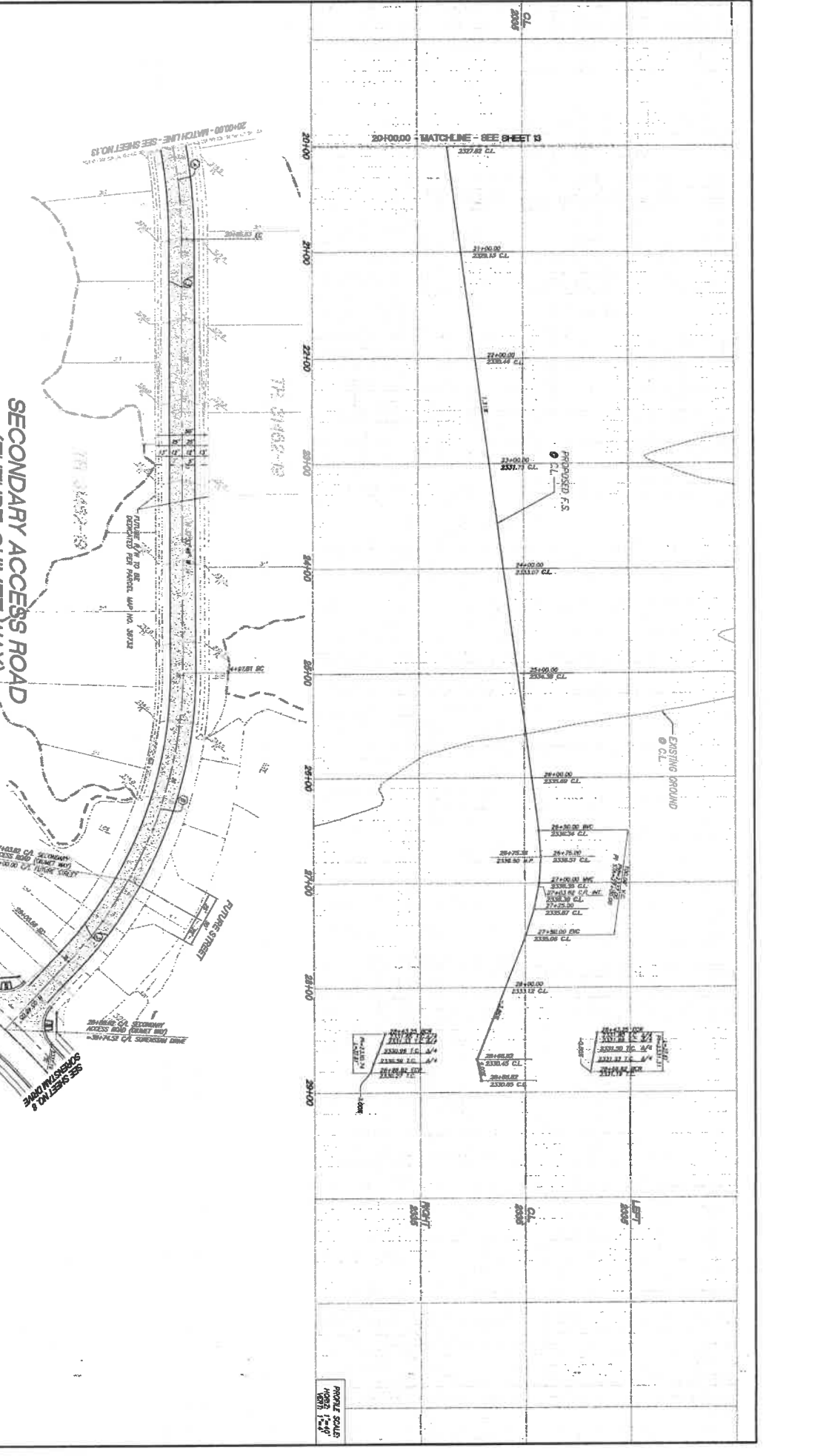
APPROVED:
 [Signature]
 Date: 8/1/78

REVISIONS:
 [Signature]
 Date: 8/1/78

CITY OF BEAUMONT, CALIFORNIA
 INFRASTRUCTURE STREET IMPROVEMENT PLANS
 TRACT NO. 31482 - PHASE 4
 SECONDARY ACCESS ROAD
 (QUIMET WAY)
 FROM STA. 35+00.00 TO STA. 35+48.83

ARGENT MANAGEMENT

SHEET
 14
 OF 14 SHEETS
 FILE NO. 31482-4



**SECONDARY ACCESS ROAD
 (FUTURE QUIJET WAY)**

CONSTRUCTION NOTES

1 - CONSTRUCT AS SHOWN

2 - DETAIL

REVISIONS

NO.	DATE	DESCRIPTION
1	07/20/78	ISSUED FOR PERMITS
2	08/15/78	REVISED PER PERMIT COMMENTS
3	09/10/78	REVISED PER PERMIT COMMENTS
4	10/05/78	REVISED PER PERMIT COMMENTS
5	11/01/78	REVISED PER PERMIT COMMENTS
6	12/01/78	REVISED PER PERMIT COMMENTS
7	01/01/79	REVISED PER PERMIT COMMENTS
8	02/01/79	REVISED PER PERMIT COMMENTS
9	03/01/79	REVISED PER PERMIT COMMENTS
10	04/01/79	REVISED PER PERMIT COMMENTS
11	05/01/79	REVISED PER PERMIT COMMENTS
12	06/01/79	REVISED PER PERMIT COMMENTS

CITY OF BEAUMONT, CALIFORNIA
 INFRASTRUCTURE STREET IMPROVEMENT PLANS
 TRACT NO. 31482 - PHASE 4
 SECONDARY ACCESS ROAD
 (QUIJET WAY)
 FROM STA. 35+00.00 TO STA. 35+48.83

ARGENT MANAGEMENT

SHEET
 14
 OF 14 SHEETS
 FILE NO. 31482-4

DATE: 8/1/78

BY: [Signature]

FOR: [Signature]



Staff Report

TO: Mayor, and City Council Members

FROM: Elizabeth Gibbs, Community Services Director

DATE March 3, 2020

SUBJECT: **Resolution of the City Council of the City of Beaumont Authorizing the Application for and to Sign Certain Assurances with Respect to the Applications for Local, State and Federal Program, Project or Grants Relating to the Receipt of the Volkswagen Environmental Mitigation Trust Funding**

Background and Analysis:

The City of Beaumont is an eligible applicant to apply for the Volkswagen Environmental Mitigation Trust Fund (VEMT). The purpose of this fund is to replace old public transit buses with zero emission vehicles. These zero emission vehicles cost \$227,936 per vehicle, without the necessary added equipment such as two-way radios and onboard cameras. The VEMT provides a rebate in the amount of \$160,000 for each vehicle purchased. The remaining \$67,936 after the rebate can be requested as part of the Short Range Transit Plan for Fiscal Year 2020-2021.

It is staff's intent to apply for the VEMT rebate for two electric shuttle vehicles, which will be fast charging and charged at the City's new electric vehicle charging station located in the Beaumont Civic Center parking lot.

In order to apply for the funding, VEMT requires a City Council resolution authorizing the application for and to sign certain assurances with respect to the application (Attachment A).

Fiscal Impact:

This is an application for funding only and there is no fiscal impact to the General Fund.

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont Authorizing the Application for and to Sign Certain

Assurances with Respect to Applications for Local, State, and Federal Programs, Projects or Grants Relating to the Receipt of the Volkswagen Environmental Mitigation Trust Funding.”

Attachments:

A. Resolution

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT AUTHORIZING THE APPLICATION FOR AND TO SIGN CERTAIN ASSURANCES WITH RESPECT TO APPLICATIONS FOR LOCAL, STATE AND FEDERAL PROGRAMS, PROJECTS OR GRANTS RELATING TO THE RECEIPT OF THE VOLKSWAGEN ENVIRONMENTAL MITIGATION TRUST FUNDING

WHEREAS, several Local, State and Federal programs allow public and non-profit transportation providers to apply for administration, capital, and operation assistance programs or grants; and

WHEREAS, the Volkswagen Environmental Mitigation Trust Fund (VEMT) became available to public and private owners of transit, schools and shuttle buses to provide funding to eligible applicant recipients for the replacement of old, high-polluting transit, school, and shuttle buses with new battery-electric or fuel-cell buses; and

WHEREAS, funds from the VEMT are administered through San Joaquin Valley Air Pollution Control District (SJVAPCD) and the California Air Resources Board (CARB); and

WHEREAS, City of Beaumont wishes to delegate Todd Parton, City Manager, or his delegee, authorization for application, to execute assurances and to administer the VEMT funds with respect to the applications for local, state and federal programs, projects or grants; and

WHEREAS, the anticipated funding amount to City of Beaumont is \$160,000 per qualified electric vehicle shuttle; and

WHEREAS, City of Beaumont intends to procure two qualified Greenpower EV Star ADA electric vehicle shuttles; and

NOW, THEREFORE, be it resolved by the City Council of the City of Beaumont that the City Manager is authorized to execute the agreement with VEMT, SJVAPCD and/or CARB to receive the funding for the electric vehicle shuttle project.

NOW THEREFORE, BE IT FURTHER RESOLVED that the City Manager is authorized to furnish such additional information as the VEMT, SJVAPCD or CARB may require in connection with the application for the allocated funding.

INTRODUCED AND READ at a regular meeting of the City Council of the City of Beaumont, California, held on March 3, 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Adopted this 3RD day of March 2020

Rey Santos, Mayor

Attest:

Steven Mehlman, City Clerk

Approved as to form:

John O. Pinkney, City Attorney



Staff Report

TO: Mayor, and City Council Members
FROM: Nicole Wheelwright, Deputy City Clerk
DATE: March 3, 2020
SUBJECT: **Notice of Vacancies – Finance and Audit Committee and Economic Development Committee**

Background and Analysis:

The City of Beaumont currently has two (2) committee seat vacancies for the following:

Finance and Audit Committee – Resident / Business Owner Member, and
Economic Development Committee – Beaumont Business Community Member.

The Finance and Audit Committee, Resident / Business Owner Member must either reside within the City of Beaumont or own a business within the City. This seat is a two-year term, expiring January 2022.

The Economic Development Committee, Beaumont Business Community Member must be an owner or representative of a business or organization. This seat is a partial-year term, expiring January 2021.

Applications will be made available online at www.Beaumontca.gov.

Fiscal Impact:

No fiscal impact.

Recommended Action:

Direct staff to post notices regarding the vacancies until filled.



Staff Report

TO: Mayor, and City Council Members
FROM: Nicole Wheelwright, Deputy City Clerk
DATE March 3, 2020
SUBJECT: Request for Destruction of Retention Met Records

Background and Analysis:

As set forth in the Records Retention Schedule, adopted by City Council on October 2, 2018, certain records have met their retention and are no longer required to be kept on file. An on-going audit of records is being conducted, in which each file of records is being evaluated for retention status based on the contents. Records retention of each file is based on the document with the longest retention. Once a file has met its retention requirement it can be submitted for request of destruction and must be approved by the City Attorney, City Manager, City Clerk and brought to Council for final approval by way of resolution.

The attached request of destruction of certain records has met all approval requirements and is being presented for final approval by Council.

Fiscal Impact:

No fiscal impact.

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City of Beaumont Authorizing Destruction of Certain Records in Accordance with the Records Retention Schedule Adopted by City Council."

Attachments:

A. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF BEAUMONT AUTHORIZING
DESTRUCTION OF CERTAIN RECORDS IN ACCORDANCE
WITH THE RECORDS RETENTION SCHEDULE ADOPTED BY
CITY COUNCIL**

WHEREAS, on October 2, 2018 the City Council of the City of Beaumont (“City”) adopted Resolution No. 2018-51 entitled A Resolution of the City Council of the City of Beaumont, California, adopting a Records Retention Schedule, Authorizing Destruction of Certain City Records and Rescinding Resolutions 2012-01 and 1997-24; and

WHEREAS, the City’s Records Retention Schedule (“Schedule”) establishes a records management system which is a systematic control over the creation, acquisition, processing, use, protection, storage, and final disposition of all recorded information required by a municipal government to effectively conduct its business; and

WHEREAS, as set forth in the Schedule, City staff recommends that the documents described in Exhibit “A” attached hereto be authorized for destruction.

NOW, THEREFORE, BE IT RESOLVED, that the City of Beaumont authorizes that staff dispose of the documents described in Exhibit “A” attached hereto as authorized in the City of Beaumont’s Records Retention Schedule.

MOVED, PASSED AND ADOPTED this 3rd day of March 2020.

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Rey Santos, Mayor

ATTEST:

Steven Mehlman, City Clerk

APPROVED AS TO FORM:

John O. Pinkney, City Attorney

Exhibit A

Request for Destruction of Records



CITY OF BEAUMONT

To: City Clerk
 From: Department Head
 Subject: Request for Destruction of Records

I am requesting approval to destroy the records listed below because they have met the retention as specified in the City of Beaumont Retention Schedule. The records are not the subject of any claim, litigation, investigation, or audit.

 Department Head

 Date

DATE OF LAST ACT COMPLETED IN FOLDER	DESCRIPTION OF RECORD(S)	TOTAL RETENTION	RETENTION CODE NO.
08/20/2002	Code Enforcement Case – 743 American 303-09-01	Minimum of 2 years/no longer required	PD-026
10/15/2002	Code Enforcement Case – Maple Ave 303-10-01	Minimum of 2 years/no longer required	PD-026
01/22/2010	Proclamation – Declaring Local Emergency 302-11-01	2 years	CC-052
04/18/2006	Code Enforcement Case – 711 Aspen Glen 303-12-01	Minimum of 2 years/no longer required	PD-026
02/05/2013	Code Enforcement Case – 540 Edgar 303-13-01	Minimum of 2 years/no longer required	PD-026
January 1996	Correspondence regarding Smokefree Worksite Law 303-04-01	2 years	AD-007
12/05/1995	Code Enforcement Case – 860 Wellwood 303-05-01	Minimum of 2 years/no longer required	PD-026
10/10/1994	Correspondence regarding Gang Sweep 304-01-02	Minimum of 2 years/no longer required	CC-011
09/16/2003	Correspondence regarding Law Enforcement Block Grants program 304-01-03	Minimum of 5 years, after	AD-012

		audit if required	
07/20/1995	Correspondence regarding Volunteer Service Program 304-01-04	Minimum of 2 years/no longer required	CC-011
09/23/1996	Staff Report – Citizen Option for Public Safety 304-01-05	Minimum of 2 years/no longer required	CC-011
01/08/1996	Staff Report – Transfer of Rotational Tow List to CHP 304-01-06	Minimum of 2 years/no longer required	CC-011
12/02/1996	Cable Television Franchise Agreement correspondence 802-01-04	Minimum of 2 years/no longer required	CC-011
10/26/1994	Cable Television Franchise Agreement correspondence 802-02-01	Minimum of 2 years/no longer required	CC-011
03/17/1995	Cable television Franchise Agreement correspondence 802-02-02	Minimum of 2 years/no longer required	CC-011
10/31/1994	Copies of Dept. of Environmental Health application regarding the Desert Transmission Region Beaumont Base 307-02-01	Minimum of 2 years/no longer required	CC-011
03/28/1995	Correspondence with Riverside County Environmental Health regarding Hazmat management 307-03-01	Minimum of 2 years/no longer required	CC-011
01/26/1996	Correspondence with South Coast Air Quality management regarding outreach programs 307-03-01	Minimum of 2 years/no longer required	CC-011
11/28/1994	Copy of correspondence between Ca Regional Water Quality Control Board and So. Ca Gas Company 307-04-01	Minimum of 2 years/no longer required	CC-011
01/04/1994	LAFCO Notice of Public Hearings 401-01-01	Minimum of 2 years/no longer required	CC-011
08/17/2010	Staff Report regarding proposed ordinance of medical marijuana regulations 409-07-01	2 years	AD-007
05/22/1995	Correspondence from Riverside County EDA regarding mortgage credit certificate program 410-03-01	2 years	AD-007
02/14/2002	Correspondence from Dept. of Housing and Community Development regarding Mobilehome parks act 410-03-02	2 years	AD-007
07/21/2004	Misc. correspondence 410-06-01	2 years	AD-007
09/09/1998	Transmittal cover letter to RCTC regarding encroachment permits 506-28-46	2 years	AD-007
09/29/1999	Correspondence regarding Cable Television Franchise Agreements 802-01-02	Minimum of 2 years/no longer required	CC-011

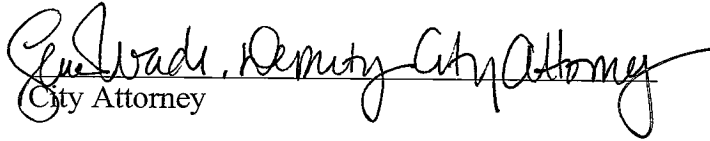
04/24/1997	Correspondence regarding Cable Television Franchise Agreements 802-01-03	Minimum of 2 years/no longer required	CC-011
01/06/2000	Code Enforcement/Animal Control Case – Vicious Dog 305-01-02	Minimum of 2 years/no longer required	PD-026
01/12/2000	Code Enforcement/Animal Control Case – Vicious Dog 305-01-03	Minimum of 2 years/no longer required	PD-026
04/25/1997	Correspondence from Governor’s Office of Emergency Services regarding notification of FEMA payment 306-01-03	After funding and audit if required, minimum 5 years	AD-12
12/03/2007	Staff Report – Authorizing Update of Emergency Preparedness 306-02-01	Minimum of 2 years/no longer required	CC-011
11/13/1995	County of Riverside Dept of Environmental Health Notice of Hearing 307-01-01	Minimum of 2 years/no longer required	CC-011
09/26/1996	Copy of Police Report 304-01-07	Minimum of 2 years/no longer required	CC-011
12/13/1995	Copy of Police Report 304-01-08	Minimum of 2 years/no longer required	CC-011
03/25/1996	Staff Report – ARCNET team annual report 304-01-09	Minimum of 2 years/no longer required	CC-011
03/10/1997	Correspondence from Pass Crime Stoppers 304-01-12	Minimum of 2 years/no longer required	CC-011
03/10/1997	Staff Report – CHP Auto theft Recovery Award 304-01-13	Minimum of 2 years/no longer required	CC-011
04/21/1997	Correspondence regarding Rape Crisis Center 304-01-14	Minimum of 2 years/no longer required	CC-011
04/14/1997	Staff Report – Schedule of Fees for Police Special Services 304-01-15	Minimum of 2 years/no longer required	CC-011
11/21/2000	Staff report – Law Enforcement Block Grant Program 304-01-16	Minimum of 2 years/no longer required	CC-011
05/02/1997	Correspondence from Dept. of Justice regarding proposed amendments to basic training course 304-01-17	Minimum of 2 years/no longer required	CC-011
08/06/2003	Memo – Voicemail Procedures 304-01-18	Minimum of 2 years/no longer required	CC-011

05/11/1998	Correspondence regarding COPS Hiring Grant 304-01-19	After funding and audit if required, minimum 5 years	AD-012
08/21/2001	Staff Report – Purchase of Xerox Machines 304-01-20	Minimum of 2 years/no longer required	CC-011
08/21/2001	Staff Report – Purchase of Voting System for Radio Communications 304-01-21	Minimum of 2 years/no longer required	CC-011
08/21/2001	Staff Report – Local Law Enforcement Block Grants 304-01-22	Minimum of 2 years/no longer required	CC-011
03/06/2002	Memo – Police Dept Goal Setting 304-02-01	Minimum of 2 years/no longer required	CC-011
08/05/2003	Staff Report – Request for COPS allocation 304-03-01	Minimum of 2 years/no longer required	CC-011
08/20/2002	Staff Report – Law Enforcement Block Grant	Minimum of 2 years/no longer required	CC-011
09/21/2004	OTS Traffic Grant 304-05-01	After funding and audit if required, minimum 5 years	AD-012
10/13/2004	Staff Report – Multi-Jurisdiction Local Hazard Mitigation Plan 304-06-01	Minimum of 2 years/no longer required	CC-011
12/02/2014	Crime Comparisons 304-07-01	Minimum of 2 years/no longer required	CC-011
June 2000	Blank Candidate Packet 505-002-10	2 Years	CC-029
01/22/1999	Planning Commissioner File – Gabriel Salinas – document with the longest retention – Form 721 504-07-02	7 years	CC-014
July 2002	2002 Municipal Election Candidate Forms 505-03-02	Term of office + 4 years	CC-027
June 2006	Blank Candidate Packet	2 Years	CC-029
June 2004	Blank Candidate Packet	2 Years	CC-029
June 2008	Blank Candidate Packet	2 Years	CC-029
June 2010	Blank Candidate Packet	2 Years	CC-029
11/14/1994	Staff Report – Proposal from Willie Ville Enterprises 1203-01-02	Minimum of 2 years/no longer required	CC-011

03/13/1995	Staff Report – Industrial Infrastructure Development Project 1203-01-03	Minimum of 2 years/no longer required	CC-011
09/12/1994	RDA Staff Report – RFP for Development of 6 th Street Commercial Corridor 1203-01-01	Minimum of 2 years/no longer required	CC-011
12/12/1994	RDA Staff Report – Authorization for City Newsletter 1201-04-01	Minimum of 2 years/no longer required	CC-011
12/06/1993	Correspondence from the Beaumont RDA regarding disclosure statements of property interest 1202-01-02	Minimum of 2 years/no longer required	CC-011
11/22/1993	Staff Report – Adopting RDA reallocation guidelines and rules 1202-01-03	Minimum of 2 years/no longer required	CC-011
02/14/1995	RDA Staff Report – Proposed budget for blight elimination program 1202-01-04	Minimum of 2 years/no longer required	CC-011
07/24/2001	FPPC Form 700 – Year 2000 1010-01-01	7 Years	CC-014
05/09/2002	FPPC Form 700 – Year 2001 1010-02-01	7 Years	CC-014
03/01/1985	Council Member File – Fred Shaw – document with the longest retention – Form 721 1012-01-01	7 years	CC-014
01/30/1989	Council Member File – Jim Partain – document with the longest retention – Form 721 1012-02-01	7 years	CC-014
11/28/1983	Council Member File – Richard Hammel – document with the longest retention – Form 721 1012-03-01	7 Years	CC-014
01/30/1991	Council Member File – Gary MacNeilage – document with the longest retention – Form 721 1012-04-01	7 Years	CC-014
02/04/1983	Council Member File – Leander May – document with the longest retention – Form 721 1012-09-01	7 Years	CC-014
05/14/1984	City Manager Contract File – Norman Davis – document with the longest retention – Contract 1012-10-01	Completion + 10 Years	CC-006
11/28/1983	Council Member File – Irish Mitchell – document with the longest retention – Form 721 1012-11-01	7 Years	CC-014
01/24/1983	Council Member File – James B. Thompson – document with the longest retention – Form 721 1012-13-01	7 Years	CC-014
05/29/1987	Planning Commissioner File – Robert Bounds – document with the longest retention – Form 721 1012-14-01	7 Years	CC-014
01/11/2000	FPPC Form 700 File – Janice Leja 1012-15-01	7 Years	CC-014

12/21/2006	City Clerk File – Martha Chance – document with the longest retention – Form 721 1012-25-01	7 Years	CC-014
01/27/1994	Planning Commissioner File – Francis Prouty – document with the longest retention – Form 721 504-01-01	7 Years	CC-014
08/19/1994	Planning Commissioner File – Donald Echlin – document with the longest retention – Form 721 504-02-01	7 Years	CC-014
03/14/1997	Planning Commissioner File – Michael Moreno – document with the longest retention – Form 721 504-03-01	7 Years	CC-014
03/13/1997	Planning Commissioner File – Paul DePalatis – document with the longest retention – Form 721 504-04-01	7 Years	CC-014
08/22/1995	Planning Commissioner File – Matthew Russo – document with the longest retention – Form 721 504-05-01	7 Years	CC-014
08/14/1996	Planning Commissioner File – Gregory Barker – document with the longest retention – Form 721 504-06-01	7 Years	CC-014

APPROVALS:


 City Attorney

02/12/2020
 Date

 City Manager

 Date

I certify that such destruction meets the requirements of the City's Records Retention Schedule and all applicable requirements of State and Federal law and have been approved by City Council by Resolution No. _____

 City Clerk

 Date of Records Destruction



Staff Report

TO: Mayor, and City Council Members
FROM: Carole Kendrick, Senior Planner
DATE: March 3, 2020
SUBJECT: **Consider a One (1) Year Extension of Time for Tentative Tract Map No. 36583 to Subdivide 192.61 Acres into 497 Residential Lots with a Minimum Lot Size of 7,000 Square Feet Located North of Brookside Avenue, South of Cherry Valley Boulevard, west of Hannon Road and East of the I-10 Freeway**

Background and Analysis:

The Sunny-Cal Specific Plan, Annexation, Sphere of Influence Amendment and Environmental Impact Report were approved by the Beaumont City Council on August 21, 2007, which provided the backbone zoning and environmental framework for 560 dwelling units on approximately 200 acres including 31.6 acres of parkland, trails, and open space.

Tentative Tract Map No. 36583 was approved by the Beaumont City Council on November 18, 2014, to allow for the subdivision of 192.61 acres into 497 single family residential lots and 19 lots that accommodate three (3) park sites, four (4) water quality detention basins, ten (10) open space parcels, a well site, and a sewer lift station. Tentative Tract Map No. 36583 reduced the number of dwelling units from 551 to 497.

Tentative Tract Map No. 36583 included an addendum to the environmental impact report that was originally approved in 2007, and updated several studies such as traffic, greenhouse gas analysis, Phase II environmental and methane, noise, geotechnical, paleontological, cultural, and the Beaumont Basin Water Master report. The addendum indicated that the proposed subdivision would have less than or equivalent environmental impacts than the project that was analyzed in the previous environmental impact report.

The proposed subdivision extension is not proposing any modification to the approved tentative tract map and provides a minimum lot size of 7,000 square feet with average

lot sizes ranging from 8,605 to 11,665 square feet over the four (4) residential planning areas (see Attachment A).

The tentative tract map was approved on November 18, 2014, and is subject to the Subdivision Map Act, Government Code Section 66454 which states that if a tentative map of a proposed subdivision of unincorporated territory is approved by a City, the approval shall be conditioned upon annexation of the property to such city and the approval shall not be effective until annexation of such property to the city has been completed.

The subject property was annexed into the City of Beaumont under the Local Agency Formation Commission (LAFCO) number 2014-10-5 and Resolution No. C-02-18 with an effective date of February 15, 2018. Based on the annexation date of the property, Tentative Tract Map No. 36583 has a current expiration date of February 15, 2020. The applicant is requesting a one (1) year extension of time to extend the expiration date to February 15, 2021.

If the proposed subdivision is extended, the tentative map will have three (3) additional years in which they can request extensions, per the Subdivision Map Act, Government Code Section 66463.5.C.

On February 11, 2020, the Planning Commission conducted a public hearing on the proposed extension. The applicant provided additional background information on the project and no other members of the public commented on the request. The Planning Commission unanimously voted to forward a recommendation of approval to the City Council.

Project Setting:

The site consists of 192.61 acres of vacant land located south of Cherry Valley Boulevard, north of Brookside Avenue, west of Hannon Road and east of I-10. The property is surrounded by vacant land to the north, south and west. To the east are larger lot single family residences, as noted in the table below and shown in Attachment C.

The table below outlines the land uses, zoning and General Plan designations for the site and surrounding properties.

	LAND USE	ZONING	GENERAL PLAN
PROJECT SITE	Previous Egg Ranch	Sunny Cal Specific Plan	Specific Plan Area
NORTH	Vacant Land	County of Riverside (I-P & R-A-1)	County of Riverside (Light Industrial)
SOUTH	Vacant Land	Community Commercial (CC) & Residential Single Family (RSF)	Community Commercial (CC) & Single Family Residential (SFR)
EAST	Single Family Residential	County of Riverside (R-A-1, A-1-20 & W-2)	County of Riverside (Very Low Density Residential)
WEST	Vacant Land	County of Riverside (R-A-1)	County of Riverside (Very Low Density Residential)

City Council Authority:

Pursuant to Beaumont Municipal Code Section 16.32.040 an approved or conditionally approved tentative subdivision map shall expire 24 months after such approval unless within that period of time a final map has been approved and filed with the County Recorder. Prior to the expiration date, the land divider may apply in writing for an extension of time. The Planning Commission, the advisory agency, shall forward to the City Council an approval or denial of the application.

The applicant filed a request for an extension on January 17, 2020, prior to the February 15, 2020, expiration date. If an applicant files for an extension prior to the expiration of the tentative tract map it automatically extends for 60 days or until action is taken on the extension request. Government Section 66452.6(d) provides that, "Prior to the expiration of an approved or conditionally approved tentative map, upon an application by the subdivider to extend that map, the map shall automatically be extended for 60 days or until the application for the extension is approved, conditionally approved, or denied, whichever occurs first. If the advisory agency denies a subdivider's application for an extension, the subdivider may appeal to the legislative body within 15 days after the advisory agency has denied the extension."

On February 11, 2020, the Planning Commission conducted a public hearing and forwarded a recommendation of approval to the City Council. The Council may extend the date on which the map expires for a period of one (1) year.

Public Notice and Communications:

Property owners located within a 300-foot radius of the project site were notified of the Planning Commission public hearing on January 31, 2019, with a 10-day hearing notice in addition to a public notice in the Press Enterprise (see Attachment E). The Planning Department has not received any letters of comment from the public as of the writing of this report. Any comments received prior to the time of the scheduled City Council hearing will be provided to the City Council at the time of the meeting.

Environmental Documentation:

An Environmental Impact Report (EIR) was prepared and certified in 2007, for the Sunny-Cal Specific Plan, and the later addendum in 2014, assessing the environmental impacts of the project. The EIR and the findings made by the City Council remain valid for this use under this current application.

The proposed extension of time will not result in an increase of density or intensity of the project and will result in project changes that were not previously analyzed under the EIR. As such, the extension of Tentative Tract Map No. 36583 and any effects it may have on the environment, fall within the scope of, and were analyzed under the previously certified EIR. Furthermore, based on the project and surrounding developments, staff concludes that there has been no change in circumstances under which the project is being undertaken that would require additional analysis under CEQA. Finally, the staff has not been presented with any information contrary to this conclusion or any information which from it could be fairly argued that the extension of time involves new significant effects on the environment or substantially increases the severity of a previously identified effect.

Incorporated Herein by Reference:

- City of Beaumont General Plan
- Project Site's Riverside Conservation Authority Multi-Species Habitat Conservation Plan Informational Map
- Contents of the City of Beaumont Planning Department Project Files for the Sunny-Cal Specific Plan, Environmental Impact Report, 13-TTM-005, 16-GPA-001, 16-RZ/PZ-001, 05-ANX-01, and 14-EIR-01

Fiscal Impact:

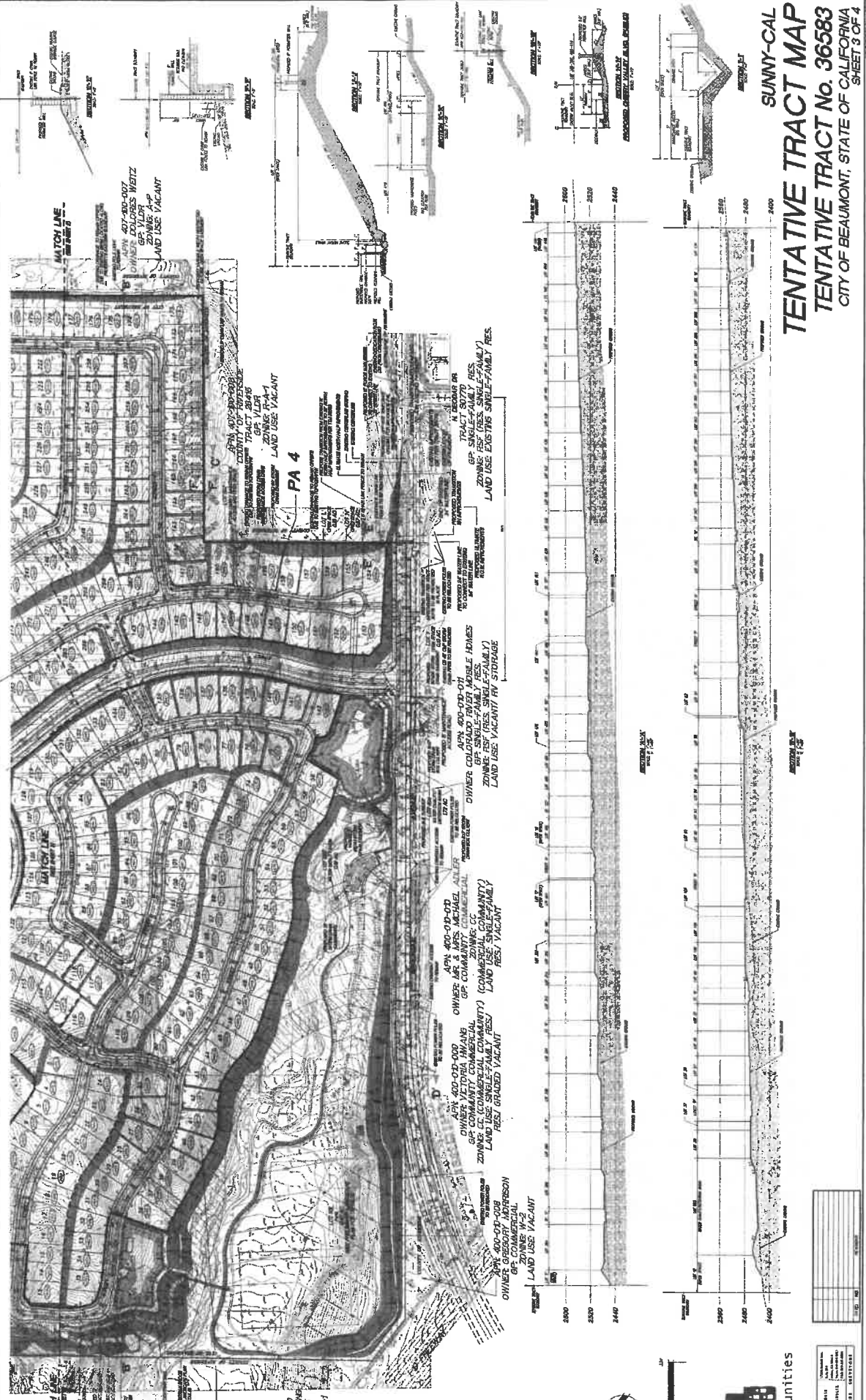
The cost to review and prepare materials for the extension of time were covered through the payment of application fees in the amount of \$846.98, per the adopted fee schedule.

Recommended Action:

Staff recommends the City Council approve a one (1) year extension of time for Tentative Tract Map No. 36583.

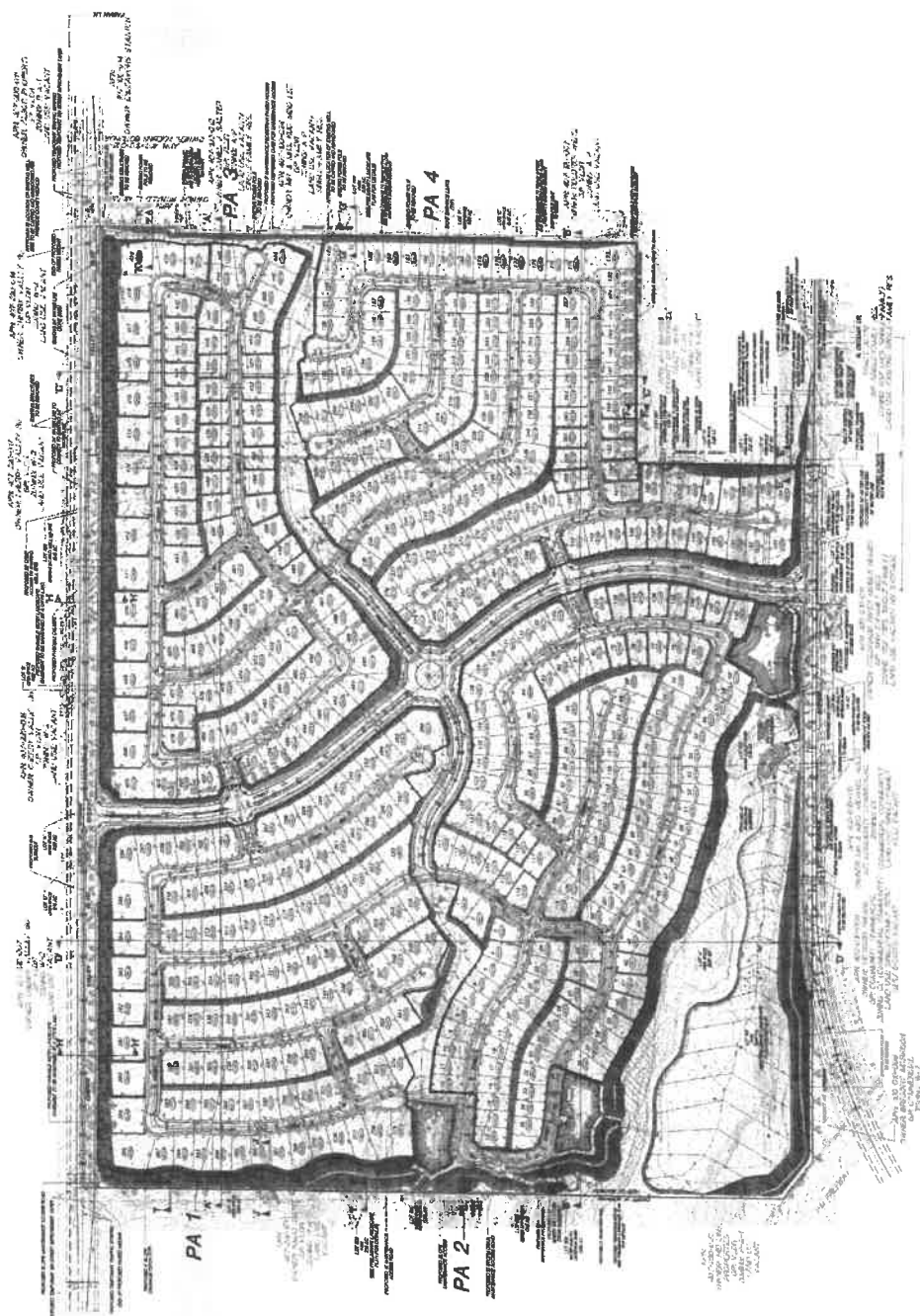
Attachments:

- A. Tentative Tract Map No. 36583
- B. Sunny Cal Specific Plan Land Use Plan
- C. Aerial Photograph
- D. Applicant Letter dated January 17, 2020
- E. Proof of Publication



**SUNNY-CAL
TENTATIVE TRACT MAP
TENTATIVE TRACT No. 36583
CITY OF BEAUMONT, STATE OF CALIFORNIA
SHEET 3 OF 4**

DATE: 12/12/11



PREPARED FOR



CV Communities

PREPARED BY:



MDS CONSULTING SERVICES



NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITTING	06/13/2011	...
2
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NO.	DESCRIPTION	DATE	BY
1	ISSUED FOR PERMITTING	06/13/2011	...
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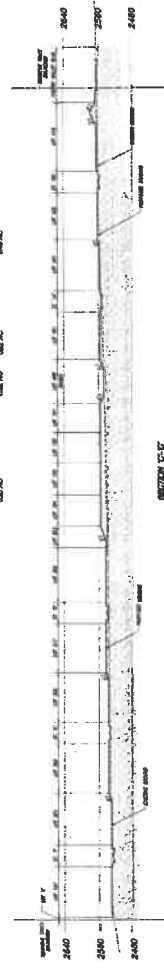
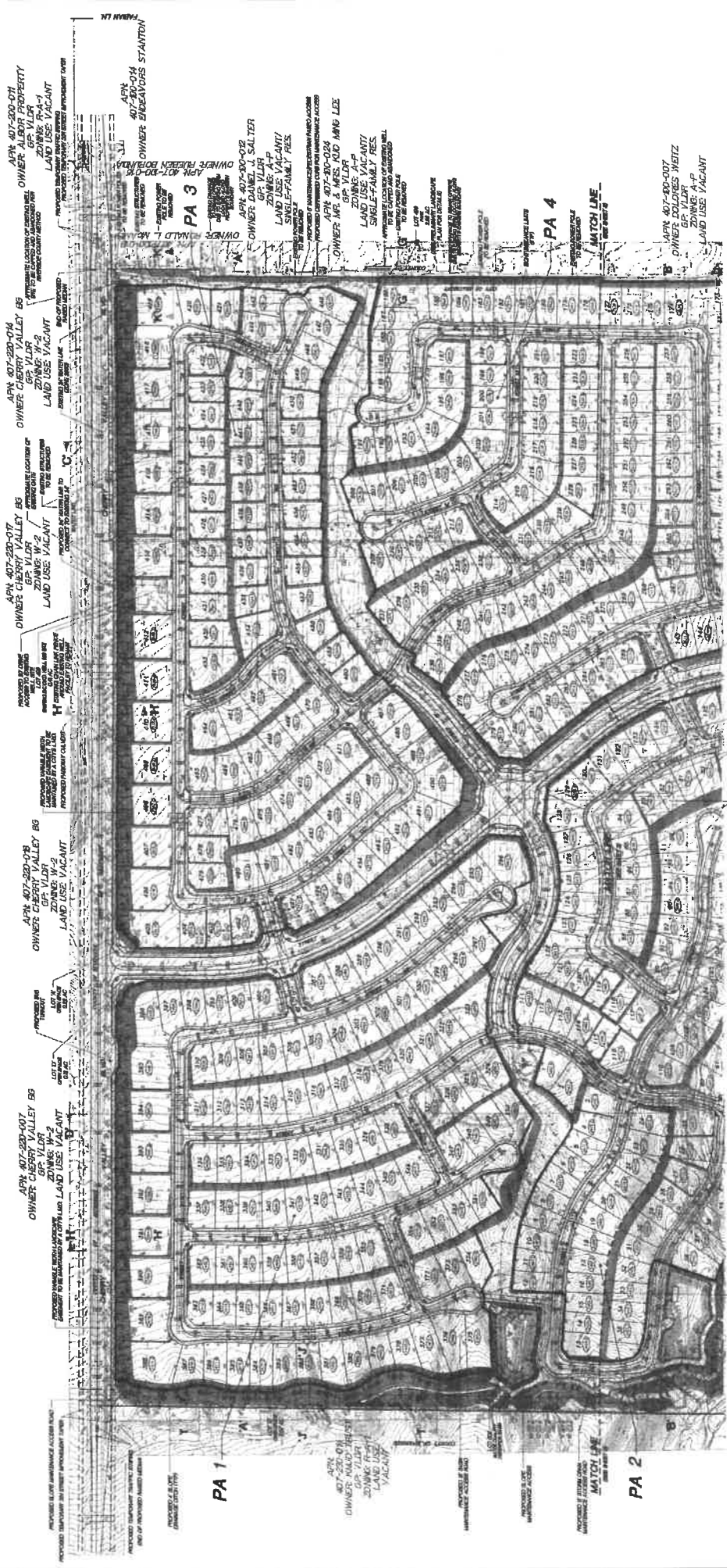
DATE: 06/13/2011

SHEET 4 OF 4

SUNNY-CAL
 TENTATIVE TRACT MAP
 TENTATIVE TRACT No. 36583
 CITY OF BEAUMONT, STATE OF CALIFORNIA

COMPOSITE TENTATIVE TRACT MAP

SUNNY-CAL
TENTATIVE TRACT MAP
TENTATIVE TRACT No. 36583
CITY OF BEAUMONT, STATE OF CALIFORNIA
SHEET 2 OF 4
JAN 13, 2011



PREPARED FOR:

CV Communities

PREPARED BY:

MDS
LAND DESIGN
CONSULTANTS

DATE: 01/13/11

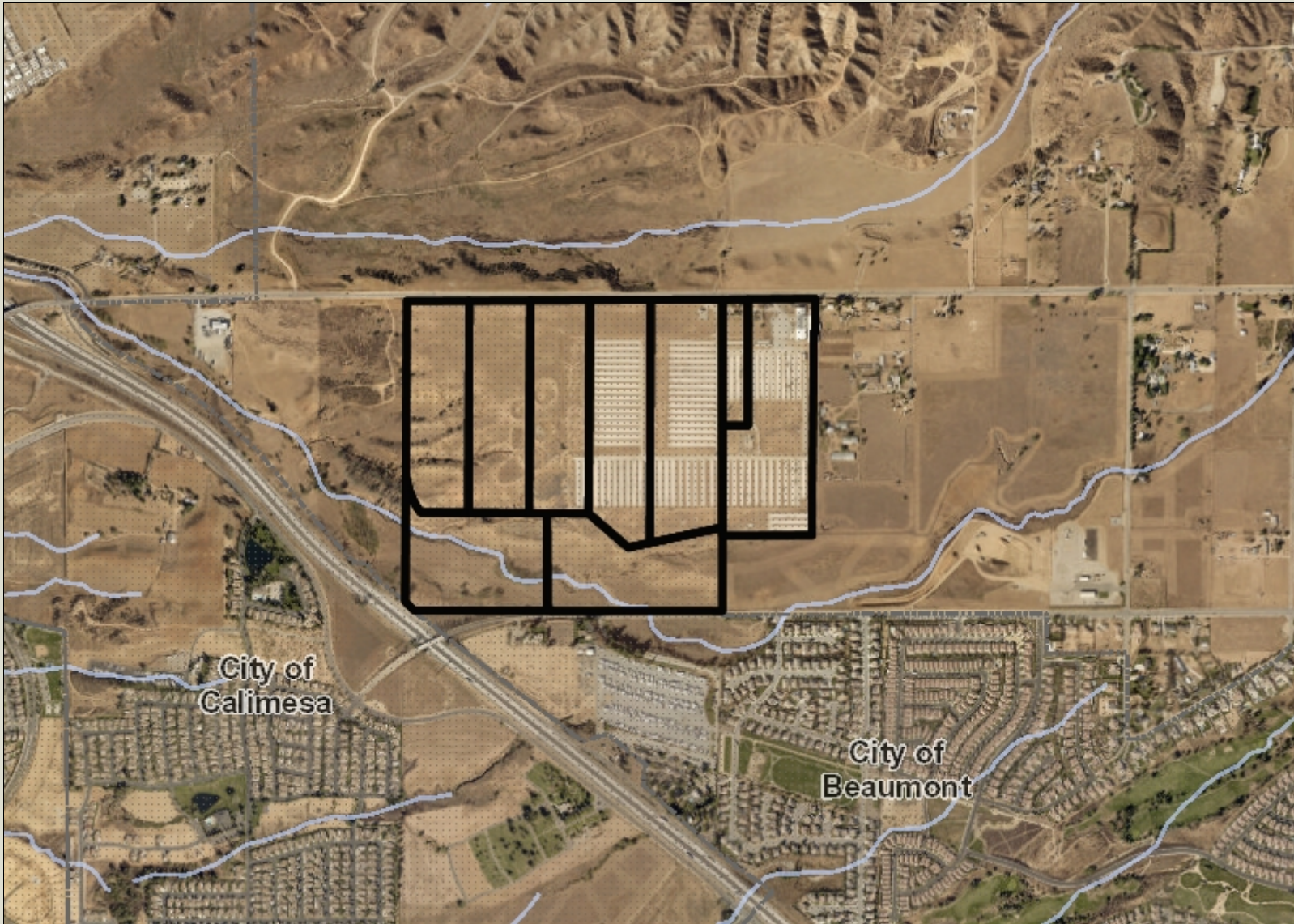
SCALE: 1" = 40'

PROJECT: SUNNY-CAL

TRACT MAP NO. 36583

SHEET 2 OF 4

TTM36583 EOT Aerial Photograph



Legend

- Blueline Streams
- City Areas
- World Street Map



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

Notes

0 1, 3,079 Feet
539

REPORT PRINTED ON... 2/4/2020 5:23:38 PM

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Allen Matkins

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www.allenmatkins.com

John Condas
E-mail: jcondas@allenmatkins.com
Direct Dial: 949.851.5551 File Number: 371373-00016/OC1245887.01

Via Electronic Mail

January 17, 2020

Ms. Christina Taylor
Community Development Director - City of Beaumont
550 E. 6th St.
Beaumont, CA 92223

Re: City of Beaumont Tentative Tract Map No. 36583 ("TTM 36583")

Dear Ms. Taylor:

We represent City Ventures, owner of the property subject to TTM 36583 ("Property"). Pursuant to Government Code § 66452.6(e), this letter is City Ventures' application to extend the expiration date of TTM 36583¹. TTM 36583 was originally approved by the Beaumont City Council on November 18th, 2014, but at that time, the Property had not been annexed into the City of Beaumont. Under Government Code § 66454, tentative map approval is not effective until annexation of the property subject to the tentative map has been completed. The Property was annexed into the City on February 15, 2018. TTM 36583 has a 2-year lifespan. Therefore, based upon Government Code § 66454, and the date of the annexation of the Property into the City, the expiration date of TTM 36583 is February 15, 2020. Because February 15, 2020 falls on a Saturday, and Monday, February 17 is President's Day, a federal and state holiday, the TTM 36583 expiration date is February 18, 2020.

Thank you for your consideration of this matter. Please contact us with any questions regarding this.

Very truly yours,



John Condas

JCC:vh

cc: Mr. Todd Parton (via electronic mail)
Mr. Michael J. White (via electronic mail)

¹ City Ventures will be providing the required application fee to the City under separate cover.

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

PROOF OF PUBLICATION (2010, 2015.5 C.C.P)

Publication(s): Banning-Beaumont Zone

PROOF OF PUBLICATION OF

Ad Desc.: /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

01/31/2020

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: January 31, 2020
At: Riverside, California



Legal Advertising Representative, The Press-Enterprise

BEAUMONT, CITY OF / LEGAL
550 E SIXTH ST
BEAUMONT, CA 92223

Ad Number: 0011358319-01

P.O. Number:

Ad Copy:



LEGAL ADVERTISEMENT

NOTICE IS HEREBY GIVEN, that the City of Beaumont will conduct public hearings to consider the matter described below. The Planning Commission's public hearing will be held at 6:00 p.m. on Tuesday, February 11, 2020 at 550 East Sixth Street, Beaumont, California.

Tentative Tract Map 36583 (13-TM-005), Conduct a public hearing and consideration of a request for a one (1) year extension of time for previously approved Tentative Tract Map No. 36583 for the subdivision of 192.61 acres into 497 residential lots with an a minimum lot size of 7,000 square feet located north of Brookside Avenue, south of Cherry Valley Boulevard, west of Hannon Road and east of the I-10 Freeway. APNs: 407-230-022, -023, -024, -025, -026, -027, -028 & 407-190-017

The applicant for this project is **City Ventures**.

The case files, plans, and all supporting documentation for the project can be reviewed at the Beaumont Civic Center, 550 East Sixth Street, Beaumont, California. On public hearings items the public may present testimony to the Planning Commission and City Council either in person or by mail. Written comments will be accepted until the night of the hearing.

Carole Kendrick
Senior Planner

1/31



Staff Report

TO: Mayor, and City Council Members
FROM: Christina Taylor, Community Development Director
DATE March 3, 2020
SUBJECT: Public Hearing and Consideration of a Request for Modification of the Conditions of Approval for Plot Plan 07-PP-12 for 13.6 Acres Located within the Sundance Specific Plan at the Northwest Corner of Eighth Street and Highland Springs Avenue

Background and Analysis:

The Sundance Corporate Center is a mixed-use commercial center which is part of the Sundance Specific Plan initially approved as the Deutsch Specific Plan in 1990, and subsequently modified and approved as the Sundance Specific Plan in 2004. The City Council approved Plot Plan 07-PP-12 and Final Parcel Map 35789 for the center on February 5, 2008, which proposed construction of eight buildings on a 13.6-acre site. The proposed use for the three buildings currently under construction are medical offices which is a permitted use in the specific plan.

The surrounding area includes a single-family neighborhood to north of the site, the Sundance Elementary School and residential to west of the site, a vacant lot to the south of the site, and a proposed residential and commercial development to the east of the site within the City of Banning. The overall height of each of medical office building under construction is 50 feet. The specific plan requires 20-foot side and rear setbacks for this commercial development. Due to the height and scale of the buildings, the applicant is providing a side setback of 101 feet and a rear setback of 243 feet. The building height and related setbacks are consistent with the maximum allowable height setback relationships within the specific plan.

At buildout, the site will be accessible via two (2) driveways on East Eighth Street and a signalized driveway at Highland Springs Avenue. A traffic analysis was prepared for this project with recommendations on how to mitigate any adverse traffic impacts that might be created by the uses. Based on this analysis, a traffic signal was recommended to be installed at the Highlands Springs Avenue entrance. This recommendation was included in the conditions of approval for the combined plot plan and final parcel map.

Condition Modification

The recommended traffic signal at the entrance to the development from Highland Springs Avenue was required as a condition of approval in the plot plan and parcel map to facilitate safer, full movement access to the site and maintain desired level of service on Highland Springs Avenue. The condition was developed as a result of a 2008, traffic impact analysis (TIA) performed specifically for the proposed center. The condition reads as follows:

4.10 A traffic signal shall be installed at the intersection of Highland Springs Avenue and Driveway 1 to the satisfaction of the Director of Public Works prior to building occupancy at the site.

It was determined through the TIA, there would only be a deficiency in level of service on Highland Springs Avenue during peak evening travel times. The proposed remediation for the deficiency was either providing a transition lane in a median on Highland Springs Avenue to allow left turn movement or signaling the entrance. The City determined signaling the entrance was the preferred remediation.

This signal is part of an overall traffic signal plan which includes several signals north of this location on Highland Springs Avenue as well as a signal directly across Highland Springs Avenue in the City of Banning. The applicant has ordered the signal poles but has a several month lead time with Southern California Edison. The applicant is requesting the traffic signal at the Highland Springs Avenue entrance be deferred so a proper coordination effort on both Highland Springs Avenue construction and signal installation can be carried out in conjunction with Pardee Homes and the City of Banning.

Staff has discussed the proposed request with the Public Works Department as well as public safety which resulted in the following:

- The Highland Springs Avenue access point should be closed (concrete k-rail) until the signal is installed.
- Construction traffic and customer traffic will be separated. Construction traffic will be directed to use the western driveway on Eighth Street. This access point will be marked and will be closed when not in use. Customer traffic will utilize the eastern driveway on Eighth Street. This access point will be fully improved at the time the first occupants open for business.
- Since there are two other points of access serving the site, public safety can adequately access the site in an emergency situation. The Fire Department determined that they only need access through the primary public entrance

(eastern most entrance on Eighth Street) but would be able to utilize the construction entrance if necessary.

Staff has determined the signal needs to be installed before additional permits on pad sites are issued, but the site can be adequately serviced by the two, Eighth Street entrances at this time.

The applicant's request for modification of condition of approval 4.10 was presented by staff at the Planning Commission meeting of February 11, 2020. The Planning Commission unanimously forwarded a recommendation of approval to City Council.

Fiscal Impact:

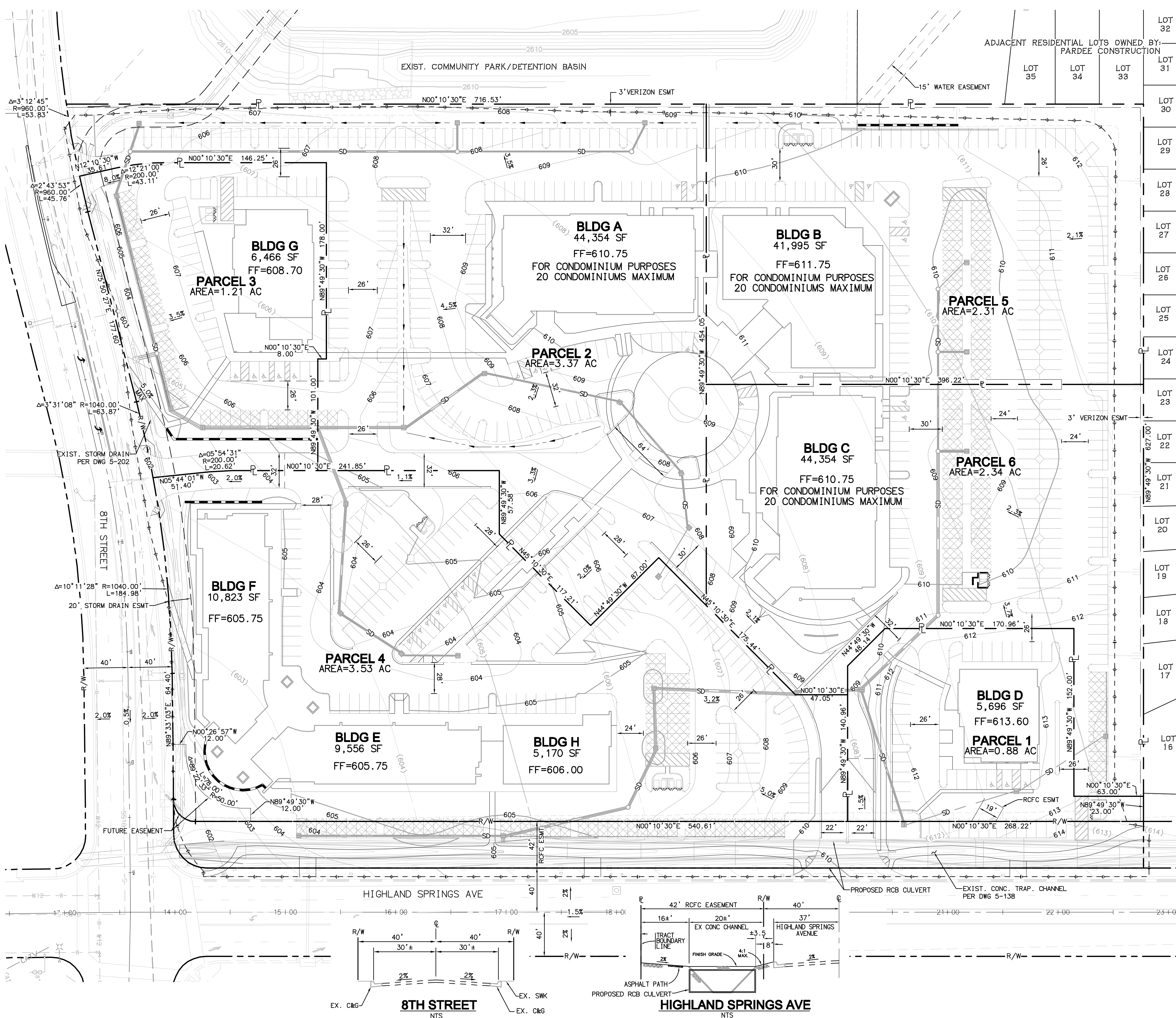
The cost to review and prepare materials for the project were covered through the payment of application fees in the amount of \$2,148.00, per the adopted fee schedule.

Recommended Action:

Hold a Public Hearing, and
Approve the proposed modification of condition 4.10.

Attachments:

- A. Site Plan
- B. Modified Conditions of Approval



LEGEND

EXIST. CONTOUR	(203)
PROPOSED CONTOUR	203
PROPOSED FIRE HYDRANT	
GRASS DRAINAGE SWALE	
STORM DRAIN INLET	
PROPOSED STORM DRAIN	SD
POROUS PAVEMENT	
CURB & GUTTER	
CURB	
ZERO CURB	
PROPERTY LINE	
EXIST. STORM DRAIN	
RETAINING WALL	

LEGAL DESCRIPTION
 PARCELS 1 THROUGH 4 OF LOT 124 OF TRACT 31468-2, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 388, PAGES 7 THROUGH 15, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

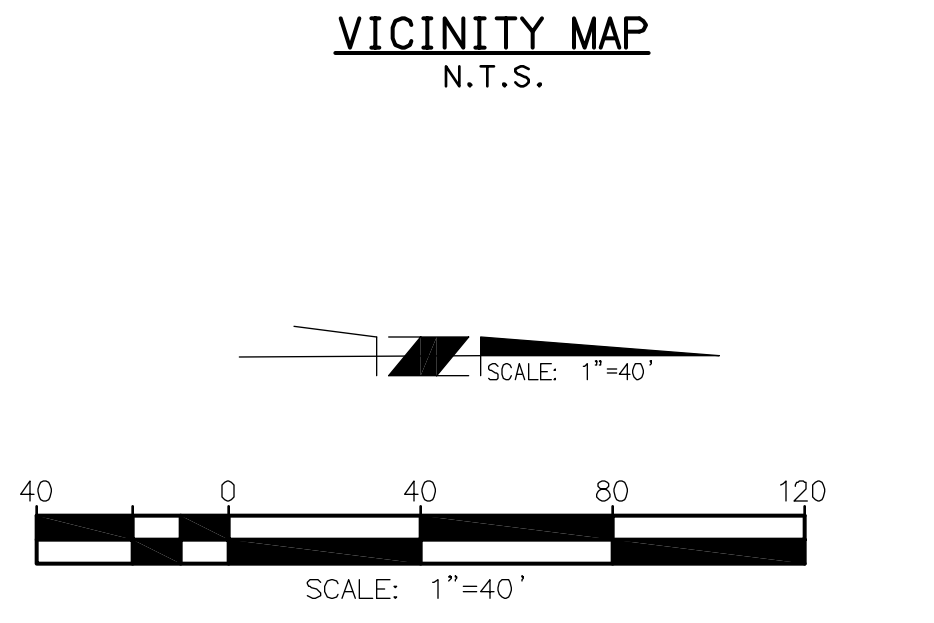
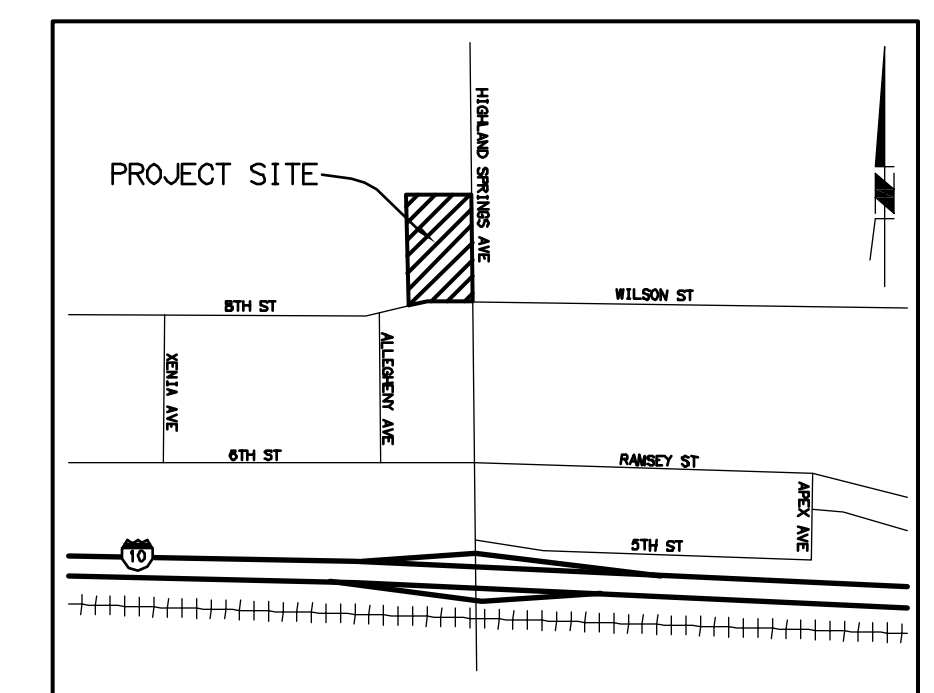
ASSESSOR'S PARCEL:
 419-020-059-6

OWNER:
 SUNDANCE L.L.C.
 CONTACT: SOLOMON LEVY
 2371 FENTON STREET
 CHULA VISTA, CA 91914
 T619-286-2278 F619-660-1966

APPLICANT:
 McARDLE ASSOCIATES ARCHITECTS
 CONTACT: KAY WILLIS
 5838 EDISON PLACE SUITE 100
 CARLSBAD, CA 92008
 T760-431-7775 F760-431-7585

UTILITY PURVEYORS:
 WATER/SEWER: BEAUMONT/CHERRY VALLEY WATER DISTRICT
 1-951-845-9581
 SO. CAL. EDISON
 1-800-655-4555
 GAS: THE GAS COMPANY
 1-800-427-2200
 TELEPHONE: VERIZON
 1-800-483-4000
 CABLE: TIME WARNER
 1-760-964-2783
 SCHOOL DIST.: BEAUMONT UNIFIED
 1-951-845-1631

ZONING DATA:
 GENERAL PLAN DESIGNATION: SP (SUNDANCE)
 EXISTING SITE ZONE: SP (SUNDANCE)
 EXISTING USE: VACANT LOT
 PROPOSED USE: OFFICE/COMMERCIAL
 SITE AREA: 13.6 ACRES
 FEMA FLOOD ZONE DESIGNATION: C
 FEMA PANEL NUMBER: 060245 0815A



CONSTRUCTION
 DESIGN
 PLANNING

RBF CONSULTING

6050 AVENIDA ENCINAS, SUITE 260
 CARLSBAD, CALIFORNIA 92008
 760.476.9883 • FAX 760.476.9884 • WWW.RBF.COM

REGISTERED PROFESSIONAL ENGINEER
 No. C60283
 Exp. 06-30-08
 CIVIL
 STATE OF CALIFORNIA

SUNDANCE CORPORATE CENTER
 NEIGHBORHOOD DEVELOPMENT
 BEAUMONT, CALIFORNIA

TRACT MAP NO. 35789

Date: 7/27/07
 Project:
 File:
 Revisions: 11/16/07
 01/14/08

TENTATIVE TRACT MAP

**CITY OF BEAUMONT
SUBDIVISION
CONDITIONS OF APPROVAL**

**TENTATIVE PARCEL MAP NO. 35789
PLOT PLAN NO. 07-PP-12
APN: 419-020-059-6
SUNDANCE, LLC.**

<p>CITY COUNCIL APPROVAL DATE:</p> <p>February 5, 2008</p> <p>CITY COUNCIL MODIFICATION APPROVAL DATE:</p>
--

1.0 STANDARD CONDITIONS

- 1.1 The following conditions of approval are for **TENTATIVE PARCEL NO. 35789 and PLOT PLAN 07-PP-12**, and consist of Conditions 1.1 through 1.13, Conditions 2.1 through 2.6, Conditions 3.1 through 3.10, Conditions 4.1 through 4.10, Conditions 5.1 through 5.13, Conditions 6.1 through 6.4, Conditions 7.1 through 7.2, Conditions 8.1 through 8.9; and pages 1 through 11, inclusive.
- 1.2 The subdivider shall defend, indemnify, and hold harmless the City of Beaumont, its agents, officers, and employees from any claim, action, or proceeding against the City of Beaumont, its agents, officers, or employees to attack, set aside, void, or annul an approval of the City of Beaumont, its advisory agencies, appeal boards, or legislative body concerning **TENTATIVE PARCEL NO. 35789, PLOT PLAN 07-PP-12 and ENVIRONMENTAL IMPACT REPORT NO. 90-2, and the Addenda thereto**, which action is brought within the time period provided for in California Government Code, Section 66499.37. The City of Beaumont will promptly notify the subdivider of any such claim, action, or proceeding against the City of Beaumont and will cooperate fully in the defense. If the City fails to promptly notify the subdivider of any such claim, action, or proceeding or fails to cooperate fully in the defense, the subdivider shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Beaumont.
- 1.3 The subdivision shall comply with the State of California Subdivision Map Act and to all the pertinent requirements of The Beaumont Municipal Code, unless modified by the conditions listed below.
- 1.4 This conditionally approved tentative map and plot plan will expire two (2) years after the original approval date of the tentative map, unless extended as provided by the Beaumont Municipal Code, the State Subdivision Map Act or by a development agreement. Action on a minor change and/or revised map request will not extend the time limits of the tentative map. Approval of the Plot Plan will occur

TENTATIVE PARCEL MAP NO. 35789
PLOT PLAN 07-PP-12
Conditions of Approval
Page 2 of 11

on January 8, 2008. Approval of the tentative map by the City Council will occur on February 5, 2008.

- 1.5 The final map shall be prepared by a licensed land surveyor or registered civil engineer subject to all the requirements of the State of California Subdivision Map Act and The Beaumont Municipal Code.
- 1.6 Within ten (10) days of approval by the City Council ten (10) copies of an Amended Per Final Conditions map shall be submitted to and approved by the Planning Director, if determined to be necessary, prior to release of the final conditions of approval. The amended map shall be in substantial conformance with Exhibit B.
- 1.7 Any subsequent review/approvals required by the conditions of approval, including but not limited to grading, landscaping, plot plan and/or building plan review, shall be reviewed on an hourly basis based on, or such fee as may be in effect at the time of submittal, listed in Ordinance No. 506.
- 1.8 The subdivider shall be fully responsible for maintenance and upkeep of any and all slopes, landscaped areas, open space areas, future development areas and irrigation systems until such time as maintenance responsibilities are assumed by other as approved by the Planning Director.
- 1.9 If human remains are encountered during grading and other construction excavation, work in the immediate vicinity shall cease and the County Coroner shall be contacted pursuant to State Health and Safety Code Section 7070.5.
- 1.10 In the event that significant Native American cultural resources are discovered during project development/construction, all work in the immediate vicinity shall cease and a qualified archaeologist meeting Secretary of Interior standards shall be retained to assess the find. Work on the overall project may continue during this assessment period. If a Treatment Plan or cultural resources management plan is required, the developer shall be required to have the archaeologist consult with the relevant Native American authority regarding the disposition of any found artifacts.
- 1.11 The development and uses entitled pursuant to the permit shall comply with the Beaumont Municipal Code and all other applicable City of Beaumont ordinances and state and federal codes. The development of the premises shall conform substantially with that as shown on the plot plan, unless otherwise amended by these conditions of approval.
- 1.12 All subsequent submittals required by these conditions of approval, including but not limited to landscape plans, grading plans, building plans, improvement plans or

TENTATIVE PARCEL MAP NO. 35789
PLOT PLAN 07-PP-12
Conditions of Approval
Page 3 of 11

mitigation monitoring plans, shall be subject to the payment of review fees by the permittee as set forth herein.

- 1.13 If deemed necessary by the Director of Planning, within thirty (30) days of approval by the Planning Commission ten (10) copies of an Amended Per Final Conditions set of the following Exhibits shall be submitted to the Planning Director and Public Works Director for review approval.

Exhibit "A" - Site Plan

Exhibit "B" - Grading and Erosion Control Plan

Exhibit "C" - Landscape and Irrigation Plan

2.0 AGENCY CONDITIONS

- 2.1 The subdivider shall comply with the requirements set forth in the City Public Works Director conditions, a copy of which is attached hereto.
- 2.2 The subdivider shall comply with the requirements of the Beaumont Police Department.
- 2.3 The subdivider shall comply with the requirements set forth by the Riverside County Fire Department.
- 2.4 The subdivider shall comply with the requirements as set forth by the Beaumont-Cherry Valley Water District.
- 2.5 The subdivider shall comply with the requirements as set forth by the Southern California Gas Company.
- 2.6 The subdivider shall comply with the requirement as set forth by the Beaumont Unified School District.

3.0 RECORDATION CONDITIONS

Prior to the RECORDATION of any final map, all the following conditions shall be satisfied:

- 3.1 The subdivider shall submit written clearances to the Public Works Director that all pertinent requirements from the following agencies have been met:

County Fire Department

City Police Department

City Community and Economic Development Department

TENTATIVE PARCEL MAP NO. 35789
PLOT PLAN 07-PP-12
Conditions of Approval
Page 4 of 11

Beaumont Cherry Valley Water District
Beaumont Unified School District

- 3.2 All road easements shall be offered for dedication to the public and shall continue in force until the governing body accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the Public Works Director. Street names shall be subject to the approval of the Public Works Director. Secondary access shall be offered for dedication and improved from the tract map boundary to a City maintained road as approved by the Public Works Director prior to recordation. The final street sections, configurations and improvements shall be subject to the approval of the Public Works Director.
- 3.3 All delinquent property taxes, special taxes and assessments shall be paid to the Riverside County Tax Collectors Office.
- 3.4 Easements, when required for roadway slopes, drainage facilities, utilities, etc., shall be shown on the final map if they are located within the land division boundary. All offers of dedication and conveyances shall be submitted and recorded as directed by the Public Works Director.
- 3.5 Utilities shall be installed underground as approved by the Public Works Director.
- 3.6 The maintenance and management of common open space areas and common facilities shall be conducted as set forth herein and approved by the Director of Planning. All provisions of said condition shall be satisfied prior to map recordation.
- 3.7 A hydrology study, to the satisfaction of the Public Works Director, shall be prepared and approved prior to recordation. Said hydrology study shall be based upon methodology which is acceptable to the Riverside County Flood Control and Water Conservation District, and shall address the potential impacts of the project, as well as downstream impacts resulting from the project, and shall identify the level of responsibility of the project in correcting any downstream problems.
- 3.8 Prior to recordation, the subdivider shall work with the City and the Public Works Director to establish the necessary financing and implementation measures to ensure the provision of a fair share of such necessary facilities.
- 3.9 A total of 20 final, blue-line, final maps shall be submitted to the Public Works Department for final distribution to the agencies.

TENTATIVE PARCEL MAP NO. 35789
PLOT PLAN 07-PP-12
Conditions of Approval
Page 5 of 11

- 3.10 All perimeter walls and/or walls that front streets must be block wall. No wood fencing shall be permitted in this project.

4. DEVELOPMENT STANDARD CONDITIONS

All the following conditions shall be satisfied prior to the commencement of any use allowed by this permit:

- 4.1 Site improvements shall be constructed in accordance with the following provisions:
- 4.1.a On-site driveways and parking areas shall be surfaced with asphalt or concrete as approved by the Public Works Director. Handicapped parking shall be provided consistent with City standards.
- 4.1.b Utilities shall be installed underground as approved by the Public Works Director.
- 4.2 All signage shall be developed in conformance with the zoning ordinance of the Beaumont Municipal Code. Building mounted signage shall be in the form of channel letters and shall comply with relevant city sign standards. A master sign program shall be submitted subject to approval of the Director of Planning that conforms with the provisions of the Beaumont Municipal Code for a commercial complex.
- 4.3 Any proposed outside lighting shall be hooded and directed so as not to shine directly upon adjoining property or public rights-of-way and shall comply with the City of Beaumont's Outdoor Lighting Ordinance.
- 4.4 Color and materials samples for the building shall be submitted for the approval of the Director of Planning prior to issuance of building permits. The front of the building shall employ at least two paint colors and/or textures to improve architectural/visual interest. Roofing materials are to be of earth toned color to match the cultured stone textures on the elevations.
- 4.5 Buildings E, F, and H shall contain enhanced street elevations with additional window elements or enhanced landscaping subject to the approval of the Director of Planning.
- 4.6 Any walls to be built along the surrounding property lines must be block walls.
- 4.7 All trash enclosures are required to have metal doors. Chain link gates are not

TENTATIVE TRACT MAP NO. 35789
PLOT PLAN 07-PP-12
Conditions of Approval
Page 6 of 11

permitted.

- 4.8 Any approved roof-mounted equipment shall be fully-screened from public view as approved by the Director of Planning.
- 4.9 Developer shall participate in the Beaumont implementation of the Transportation Uniform Mitigation Fee Program; and Developer, as a condition of approval, shall enter into an Improvement Credit Agreement with the City of Beaumont.
- 4.10 A traffic signal shall be installed at the intersection of Highland Springs Avenue and Driveway 1 to the satisfaction of the Director of Public Works prior to ~~building occupancy at the site~~ **issuance of additional permits on pad sites.**

5.0 GRADING CONDITIONS

- 5.1 Prior to the issuance of GRADING PERMITS, the subdivider shall comply with all the following grading conditions:
 - a. The land divider or developer shall submit five (5) prints of a comprehensive grading plan to the Public Works Director which complies with the Uniform Building Code, Chapter 70, the Beaumont Municipal Code and as may be additionally provided for in these conditions.
 - b. A grading permit shall be obtained from the City Public Works Department prior to commencement of any grading.
 - c. Graded land shall be provided with erosion control measures as approved by the Public Works Director.
 - d. All utility service areas and enclosures shall be screened from view with landscaping and decorative barriers or baffle treatments, as approved by the Planning Director. Utilities shall be placed underground wherever feasible.
 - e. Landscaping plans shall incorporate the use of specimen accent trees (24" box minimum) at key visual focal points within the project.
 - f. Where street trees cannot be planted within the right-of-way of interior streets and project parkways due to insufficient road right-of-way, they shall be planted outside of the road right-of-way.
 - g. Landscaping plans shall incorporate native, low water using and drought tolerant plants where appropriate.
 - h. All specimen trees on the subject property shall be shown on grading plans. Trees intended for retention and/or removal shall be so noted on the project grading plans.

TENTATIVE TRACT MAP NO. 35789
PLOT PLAN 07-PP-12
Conditions of Approval
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Replacement trees for those to be removed shall also be shown on the project grading plans.

- i. All trees shall be minimum double-staked. Weaker and/or slow-growing trees shall be steel-staked.
- 5.2 No grading permits shall be issued for any proposed new structures outside the areas shown on the approved tentative map unless otherwise approved by the Planning Director and the Public Works Director.
- 5.3 If grading is proposed for five (5) or more acres or is part of a larger project that will disturb five (5) or more acres it shall require a National Pollutant Discharge Elimination System (NPDES) Construction General Permit from the State Water Resources Control Board. Grading permits shall not be issued until the Public Works Director has determined that the project has complied with the current City requirements for compliance with the NPDES Construction General Permit.
- 5.4 If the project grading is to be phased, prior to issuance of a grading permit, an overall conceptual grading plan shall be submitted to the Public Works Director and Planning Director for approval. The plan shall be used as a guideline for subsequent detailed grading plans for individual phases of development and shall include the following:
 - a. Techniques which will be utilized to prevent erosion and sedimentation during and after the grading process.
 - b. Approximate time frames for grading and identification of areas which may be graded during the higher probability rain months of December through March.
 - c. Preliminary pad and roadway elevations.
 - d. Areas of temporary grading outside of a particular phase.
- 5.5 Driveways shall be designed so as not to exceed a fifteen (15) percent grade.
- 5.6 The subdivider shall provide evidence to the Public Works Director that all off-site grading areas have recorded grading and drainage easements and that maintenance responsibilities have been assigned as approved by the Public Works Director.
- 5.7 A qualified paleontologist shall be retained by the subdivider for consultation and comment on the proposed grading with respect to potential paleontological impacts. Should the paleontologist find the potential is high for impact to significant resources, a pre-grade meeting between the paleontologist, the City Public Works Director and the grading contractor shall be arranged. When necessary, the paleontologist or representative shall have the authority to temporarily divert, redirect, or halt grading activity to allow recovery of fossils. The paleontologist shall submit in writing to the Planning Director the results of

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the initial consultation and details of the fossil recovery plan if recovery was deemed necessary.

- 5.8 The subdivider shall pay at his or her sole expense and shall notify the Public Works Director in writing that the appropriate California Department of Fish and Game notification pursuant to Sections 1601/1603 of the California Fish and Game Code has taken place, or obtain an "Agreement Regarding Proposed Stream or Lake Alteration" (Section 1601/1603 Permit) should any grading be proposed within or along the banks of any natural watercourse. Copies of any agreement shall be submitted to the Public Works Director with the notification.
- 5.9 The subdivider shall pay at his or her sole expense and shall notify the Public Works Director in writing that the alteration of any watercourse or wetland complies with the U.S. Army Corps of Engineers (Corps) Nationwide Permit Conditions, or obtain a permit under Section 404 of the Clean Water Act should any grading or construction be proposed within or alongside the banks of the any watercourse or wetland where the Corps has jurisdiction. Copies of any agreements shall be submitted to the Public Works Director along with the notification.
- 5.10 Grading plans shall be submitted to the Public Works Director for review and approval. The plans shall include an erosion and siltation control element, as necessary, to prevent graded and cleared areas from being eroded, resulting in the transport of sediment into the watercourses and downstream where it may affect downstream properties and habitat. Approval of the grading plans is required to fulfill monitoring requirements of the California Environmental Quality Act (CEQA)..
- 5.11 Lots shall be graded to drain to the street. Lot drainage shall be indicated on all grading plans.
- 5.12 The subdivider shall submit two (2) copies of a soils report to the Public Works Director. The report shall address the soils stability and geologic conditions of the site as approved by the Public Works Director.
- 5.13 Prior to the issuance of a grading permit, the developer shall cause to be prepared Conditions, Covenants and Restrictions (CC&R's) for the review and approval of the Planning Director, which shall include provisions requiring formation of a property owners' association which shall be responsible for the ownership and maintenance of any water quality basin, conservation area, open space or other facility required to be constructed, set aside or improved for purposes set forth in any regulatory permit, including but not limited to those issued by the State of California or the U.S. Army Corps of Engineers. The CC&R's shall be recorded and in force prior to the issuance of any occupancy permit or final building inspection.

6. LANDSCAPING & IRRIGATION CONDITIONS

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Prior to the issuance of permits the following conditions shall be satisfied as approved by the Planning Director:

- 6.1 Three (3) sets of detailed landscaping and irrigation plans shall be submitted pursuant to the Conditions of Approval with a processing fee as stated on the current Schedule of Development Fees to the Community and Economic Development Department.
- 6.2 All landscape materials and irrigation improvements shall be installed and fully operational prior to final inspection and occupancy.
- 6.3 A minimum of fifty (50) percent of on-site trees shall be of 24 inch box size or larger.
- 6.4 Detailed landscaping and irrigation plans shall be submitted to and approved by the Planning Commission for the phase of development in process. The plans shall address all areas and aspects of the tract requiring landscaping and irrigation to be installed including, but not limited to, parkway planting, recreation trail, street trees, slope planting, common area and/or park landscaping. The plans shall be certified by a landscape architect, and shall provide for the following:
 - a. Permanent automatic irrigation systems shall be installed on all landscaped areas requiring irrigation. Low water use systems shall be specified.
 - b. Landscape screening where required shall be designed to be opaque up to a minimum height of six (6) feet at maturity.

7.0 BUILDING CONDITIONS

Prior to the issuance of BUILDING PERMITS, all the following conditions shall be satisfied:

- 7.1 The subdivider shall submit written clearances to the Planning Director that all pertinent requirements from the following agencies have been met:

City Public Works Department
Beaumont Unified School District
Beaumont-Cherry Valley Water District

A detailed wall and fencing plan shall be submitted to and approved by the Planning Director and shall show all project walls and fencing. A typical elevation of all walls and fences shall be shown on the wall and fencing plan. The wall plan shall be consistent with the acoustical report and recommendations prepared for the project.

- 7.2 All utility connections and easements shall be placed underground and shall not encroach into the driveway area unless otherwise approved by the Public Works Director.

8.0 FINAL INSPECTION/OCCUPANCY CONDITIONS

Prior to the FINAL BUILDING INSPECTION or issuance of OCCUPANCY PERMITS, which ever occurs first, all the following conditions shall be satisfied:

- 8.1 Wall and fence locations shall conform to the approved wall fencing plan and approved landscape and irrigation plans. All walls and fences shall be constructed subject to the approval of the Planning Director.
- 8.2 All lighting shall be in compliance with the City's Outdoor Lighting Ordinance. The Ordinance governs all outdoor lighting, pole mount, wall or building mount, landscape lighting and Parks. Front and rear porch lighting are included on Residential Standards.
- 8.3 All landscaping and irrigation shall be installed in accordance with approved plans. If the seasonal conditions do not permit planting, interim landscaping, and erosion control measures shall be utilized as approved by the Planning Director and the Public Works Director.
- 8.4 A licensed landscape architect shall provide a Compliance Letter to the Planning Director and the Public Works Director stating that the landscape and irrigation system has been installed in compliance with the approved landscaping and irrigation plans and conditions of approval. The Compliance Letter shall be submitted at least three (3) working days prior to any final building inspection or issuance of any occupancy permits, whichever occurs first.
- 8.5 All landscaping and irrigation shall be installed in accordance with approved plans and shall be verified by a City field inspection at the direction of the Planning Director.
- 8.6 All building addresses shall be illuminated.
- 8.7 The subdivider shall submit to the Planning Director a duly and completely executed agreement with a CFD or other maintenance entity approved by the Planning Director which demonstrates to the satisfaction of the City Attorney, Planning Director and Public Works Director that the subdivider has provided for the dedication and maintenance of landscaping, irrigation and open space areas. Model homes shall be exempt from this condition.
- 8.8 Access roads, street improvements, all agency requirements, parking areas and security lighting shall be constructed in accordance with approved improvement plans and specifications.
- 8.9 Clearance shall be obtained from the Riverside County Fire Department, and all fire protection improvements shall be in place as approved by the Fire Chief.

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Staff Report

TO: Mayor, and City Council Members
FROM: Jeff Hart, Director of Public Works
DATE: March 3, 2020
SUBJECT: **Public Hearing and First Reading of an Ordinance Amending Section's 12.08.010 and 17.11.040 of the Beaumont Municipal Code**

Background and Analysis:

The City's requirements for off-site improvement plans are contained within the Beaumont Municipal Code, Title 12 (Streets, Sidewalks, and Public Places) and the requirements for grading improvements are contained within Title 17 (Zoning).

Section 12.08.010 addresses the adoption of standard specifications for all public works within the City. Staff is proposing to amend Section 12.08.010 to add expiration timelines to all improvement plans and technical reports in order to ensure planned work is compliant with current regulations, reflective of current conditions, and inclusive of current design criteria (see Attachment). Affected improvement plans would include the following:

- Street Improvement Plans, and
- Storm Drain Improvement Plans.

Affected Technical Studies would include the following:

- Hydrologic and Hydraulic Studies,
- Sewer Studies,
- Traffic Impact Studies, and
- Estimates of Probable Cost.

Staff is proposing that the aforementioned improvement plans and technical studies expire after one year from date of approval if a permit is not secured. Sewer improvement plans currently expire six months from approval to be consistent with Eastern Municipal Water District standards which the City has formally adopted. Should

an application for a permit be received after expiration, the improvement plans and/or technical studies shall be rechecked and approved prior to issuance.

Section 17.11.040 addresses site preparation including site grading requirements. Staff is proposing to amend Section 17.11.040 to add expiration timelines to grading improvement plans and geotechnical reports.

Staff is proposing that grading plans expire after one year from date of approval if a permit is not secured, and that geotechnical reports expire after three years. Should an application for a permit be received after one year, the improvement plans and/or technical studies shall be rechecked and approved prior to issuance.

Fiscal Impact:

The cost to prepare this staff report is estimated to be \$1,000.

Recommended Action:

Hold a Public Hearing, and
Waive the full reading and approve at its first reading by title only, "An Ordinance of the City Council of the City of Beaumont Amending Sections 12.08.010 and 17.11.040 of the Beaumont Municipal Code."

Attachments:

- A. Ordinance

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
BEAUMONT AMENDING SECTIONS 12.08.010 AND 17.11.040 OF THE
BEAUMONT MUNICIPAL CODE**

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, 15060(c)(2), 15061(b)(2), 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 15305, and 15301 (Existing Facilities), 15321, (Enforcement Actions by Regulatory Agencies).

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.

WHEREAS, The City Council wishes to amend the Beaumont Municipal Code to memorialize the policy of the City that after a certain period of time certain improvement plans and studies shall be subject to recertification by the applicant and review and approval by the City in accordance with the then applicable provisions of the Beaumont Municipal Code.

NOW, THEREFORE, be it ordained **by** the City Council of the City of Beaumont as follows:

1. Section 12.08.010 of the Beaumont Municipal Code is hereby amended to read as provided in **Exhibit “A”** attached hereto and made a part hereof by this reference.

2. Section 17.11.040 of the Beaumont Municipal Code is hereby amended to read as provided in **Exhibit "B"** attached hereto and made a part hereof by this reference.

3. **SECTION 6. 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 _____ day of _____, 2020, 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 _____ day of _____, 2020.

AYES:
NOES:
ABSENT:
ABSTAIN:

Ray Santos, Mayor

Attest: _____
Steven Mehlman, City Clerk

Approved as to form:

John O. Pinkney, City Attorney

EXHIBIT "A"

12.08.010 - Adoption of standard specifications and submission of improvement plans and technical studies

The most current editions of the following specifications are hereby adopted as the standard specifications for all public works within the City:

- A. *For Streets:* Riverside County Ordinance No. 461;
- B. *For Flood Control Facilities:* The Riverside County Flood Control and Water Conservation District's Standards for Flood Control Facilities.
- C. *For Sanitary Sewer Facilities:* The Eastern Municipal Water District's Standards for Sanitary Sewer Facilities.
- D. *For All Other Public Works:* The Standard Specifications for Public Works Construction, edited by the Southern California Chapter of the American Public Works Association and the Associated General Contractors of America;

Each and all of the regulations, provisions, penalties, conditions and terms of the above-listed standard specifications, most current editions thereof, are hereby referred to, adopted and made part of this Chapter, as though fully set forth herein.

Improvement Plans and Technical Studies for Public Works shall be subject to the following expiration terms:

- A. *Street Improvement Plans:* If a permit for street improvement plans is not secured within 12 months of plan approval by the City, such plans shall expire, and no permit shall be issued based on such expired plans, unless and until the plans have been rechecked and approved, appropriate changes made and fees paid in accordance with all of the then applicable provisions of this section and the Beaumont Municipal Code.
- B. *Storm Drain Improvement Plans:* If a permit for storm drain improvement plans is not secured within 12 months of plan approval by the City, such plans shall expire, and no permit shall be issued based on such expired plans unless and until the plans have been rechecked and approved subject to appropriate changes and payment of applicable fees in accordance with the then applicable provisions of this section and the Beaumont Municipal Code
- C. *Sewer Improvement Plans:* As provided in the Eastern Municipal Water District's Standards for Sanitary Sewer Facilities and subject to requirements and payment of fees provided in the then applicable provisions of the Beaumont Municipal Code.
- D. *Technical Studies:* Hydrologic and Hydraulic studies, Sewer studies, Traffic studies, and Estimates of Probable Cost shall be valid for a period of one year from the date of approval of the same by the City. After one year the study shall be reassessed for validity by the applicant and either recertified or updated and resubmitted to the City for review and approval subject to appropriate changes and payment of applicable fees in accordance with the then applicable provisions of this section and the Beaumont Municipal Code

EXHIBIT "B"

17.11.040 - Site preparation and submission of grading plans.

This Section indicates the requirements that are applicable to the preparation of a site for development.

- A. *Property Lines.* Boundary stakes shall be placed on the property by a licensed land surveyor prior to beginning construction for the purpose of delineating property lines.
- B. *Site Grading Requirements.* Site grading shall conform to the following:
 1. All grading shall conform to the Uniform Building Code, Chapter 70, as may be amended by City Ordinance.
 2. The minimum building pad and drainage swale slope shall equal one percent if cut or fill is less than ten feet. The minimum building pad and drainage swale slope shall equal two percent if the cut or fill is greater than ten feet. Drainage swales shall be a minimum of 0.3 feet deep and be constructed a minimum of two feet from the top of cut or fill slopes.
 3. The maximum cut and fill slopes are two to one (2:1).
 4. A five foot wide by one foot high berm must be provided, or its equivalent along the top of all fill slopes over five feet high.
 5. All grading shall be done under the supervision of a competent soils engineer who shall certify that all fill has been properly placed and who shall submit a final compaction report for all fills over one foot deep.
 6. A Registered Civil Engineer shall submit to the Building and Safety Department, written certification of completion of rough grading in accordance with the approved grading plan prior to issuance of the building permit. This certification shall apply to line; grade, elevation and the location of cut fill slopes.
 7. A final compaction report will be required for all fills greater than one foot.
 8. All grading shall be done in conformance with recommendations of a preliminary soils investigation.
 9. Two sets of the final compaction report shall be submitted to the Building and Safety Department which shall include foundation design recommendations and certification that grading has been done in conformance with the recommendation of the preliminary soils report.
 10. The contractor shall notify the Building and Safety Department, at least 24 hours in advance requesting finish lot grade and drainage inspection. This inspection must be approved prior to building permit final inspection for each lot.
 11. During rough grading operations and prior to the construction of permanent drainage structures, temporary drainage control shall be provided to prevent the ponding of water of water and the flooding of adjacent properties.
 12. No fill shall be placed on existing ground until the ground has been cleared of weeds debris, topsoil, and other deleterious material.

13. If steep sloping terrain occurs upon which fill is to be placed, it must be cleared, keyed, and benched into firm natural soil for full support. Preparation shall be approved by a registered Soils Engineer prior to the placement of fill material.
14. Cut slopes or fill slopes equal to or greater than three in vertical height shall be planted with grass or ground cover to protect the slope from erosion and instability in accordance with policies of the City Engineer prior to the approval of final inspection.
15. Dust shall be controlled by watering or other approved methods.
16. All existing drainage courses on the project site must continue to function, especially during storm conditions. Protective measures and temporary drainage provisions must be used to protect adjoining properties during grading operations.
17. Stability calculations with a factor of at least one and five-tenth shall be submitted by a soils engineer to the Building and Safety Department for cut and cut and fill slopes over 30 feet in vertical height.
18. A Registered Civil Engineer or licensed land surveyor shall submit certification of building pad elevation. Where specific elevations are required; the elevation (with respect to mean sea level) shall be given. If an elevation with respect to adjacent ground surface is required, the actual distance above the adjacent ground shall be given.
19. The design engineer shall provide a minimum of one blue top finished pad, prior to rough grade approval.
20. If a grading permit is not secured within 12 months of grading plan approval by the City, such plans shall expire, and no grading permit shall be issued based on such expired plans unless and until the plans have been rechecked and approved, appropriate changes made and fees paid in accordance with the then applicable provisions of this section and the Beaumont Municipal Code.
21. Geotechnical reports shall be valid for a period of 3 years from the date of approval by the City. After three years the geotechnical report shall be reassessed for validity by the applicant and either recertified or updated by the applicant and resubmitted to the City for review and approval subject to appropriate changes made and fees paid in accordance with the then applicable provisions of this section and the Beaumont Municipal Code.

EXHIBIT "A"

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Improvement Plans and Technical Studies for Public Works shall be subject to the following expiration terms:

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- B. ***Storm Drain Improvement Plans:*** If a permit for storm drain improvement plans is not secured within 12 months of plan approval by the City, such plans shall expire, and no permit shall be issued based on such expired plans unless and until the plans have been rechecked and approved subject to appropriate changes and payment of applicable fees in accordance with the then applicable provisions of this section and the Beaumont Municipal Code
- C. ***Sewer Improvement Plans:*** As provided in the Eastern Municipal Water District's Standards for Sanitary Sewer Facilities and subject to requirements and payment of fees provided in the then applicable provisions of the Beaumont Municipal Code.
- D. ***Technical Studies:*** Hydrologic and Hydraulic studies, Sewer studies, Traffic studies, and Estimates of Probable Cost shall be valid for a period of one year from the date of approval of the same by the City. After one year the study shall be reassessed for validity by the applicant and either recertified or updated and resubmitted to the City for review and approval subject to appropriate changes and payment of applicable fees in accordance with the then applicable provisions of this section and the Beaumont Municipal Code

EXHIBIT "B"

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This Section indicates the requirements that are applicable to the preparation of a site for development.

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- B. *Site Grading Requirements.* Site grading shall conform to the following:
 1. All grading shall conform to the Uniform Building Code, Chapter 70, as may be amended by City Ordinance.
 2. The minimum building pad and drainage swale slope shall equal one percent if cut or fill is less than ten feet. The minimum building pad and drainage swale slope shall equal two percent if the cut or fill is greater than ten feet. Drainage swales shall be a minimum of 0.3 feet deep and be constructed a minimum of two feet from the top of cut or fill slopes.
 3. The maximum cut and fill slopes are two to one (2:1).
 4. A five foot wide by one foot high berm must be provided, or its equivalent along the top of all fill slopes over five feet high.
 5. All grading shall be done under the supervision of a competent soils engineer who shall certify that all fill has been properly placed and who shall submit a final compaction report for all fills over one feet deep.
 6. A Registered Civil Engineer shall submit to the Building and Safety Department, written certification of completion of rough grading in accordance with the approved grading plan prior to issuance of the building permit. This certification shall apply to line; grade, elevation and the location of cut fill slopes.
 7. A final compaction report will be required for all fills greater than one foot.
 8. All grading shall be done in conformance with recommendations of a preliminary soils investigation.
 9. Two sets of the final compaction report shall be submitted to the Building and Safety Department which shall include foundation design recommendations and certification that grading has been done in conformance with the recommendation of the preliminary soils report.
 10. The contractor shall notify the Building and Safety Department, at least 24 hours in advance requesting finish lot grade and drainage inspection. This inspection must be approved prior to building permit final inspection for each lot.
 11. During rough grading operations and prior to the construction of permanent drainage structures, temporary drainage control shall be provided to prevent the ponding of water of water and the flooding of adjacent properties.
 12. No fill shall be placed on existing ground until the ground has been cleared of weeds debris, topsoil, and other deleterious material.

13. If steep sloping terrain occurs upon which fill is to be placed, it must be cleared, keyed, and benched into firm natural soil for full support. Preparation shall be approved by a registered Soils Engineer prior to the placement of fill material.
14. Cut slopes or fill slopes equal to or greater than three in vertical height shall be planted with grass or ground cover to protect the slope from erosion and instability in accordance with policies of the City Engineer prior to the approval of final inspection.
15. Dust shall be controlled by watering or other approved methods.
16. All existing drainage courses on the project site must continue to function, especially during storm conditions. Protective measures and temporary drainage provisions must be used to protect adjoining properties during grading operations.
17. Stability calculations with a factor of at least one and five-tenth shall be submitted by a soils engineer to the Building and Safety Department for cut and cut and fill slopes over 30 feet in vertical height.
18. A Registered Civil Engineer or licensed land surveyor shall submit certification of building pad elevation. Where specific elevations are required; the elevation (with respect to mean sea level) shall be given. If an elevation with respect to adjacent ground surface is required, the actual distance above the adjacent ground shall be given.
19. The design engineer shall provide a minimum of one blue top finished pad, prior to rough grade approval.
20. If a grading permit is not secured within 12 months of grading plan approval by the City, such plans shall expire, and no grading permit shall be issued based on such expired plans unless and until the plans have been rechecked and approved, appropriate changes made and fees paid in accordance with the then applicable provisions of this section and the Beaumont Municipal Code.
21. Geotechnical reports shall be valid for a period of 3 years from the date of approval by the City. After three years the geotechnical report shall be reassessed for validity by the applicant and either recertified or updated by the applicant and resubmitted to the City for review and approval subject to appropriate changes made and fees paid in accordance with the then applicable provisions of this section and the Beaumont Municipal Code.



Staff Report

TO: Mayor, and City Council Members
FROM: Carole Kendrick, Senior Planner
DATE: March 3, 2020
SUBJECT: **Public Hearing and Consideration of An Interim Urgency Ordinance for a Temporary Moratorium Prohibiting Tire Sales and Tire Repair Establishments**

Background and Analysis:

The City is in the process of completing a general plan update. As part of this process, goals and policies are being revised, a downtown specific plan and zoning consistency analysis and update is also being prepared. Through the general plan update, downtown specific plan and zoning analysis, staff has determined there are some uses that do not support the intent of the current goals and policies and may conflict with potential land use changes as part of the update process.

The current zoning code does not expressly address tire sales in the zoning matrix, however the definitions under Section 17.14.030 include tire sales under “vehicle repair garage” and “vehicle service.” The full definitions for both are provided below.

Vehicle Repair Garage. Any site and improvements used for the repair and maintenance of automobiles, motorcycles, light trucks (having a rating of less than 10,001 pounds, an unladen weight of less than 6,001 pounds, and equipped with an open box-type bed less than nine feet in length), or other similar passenger vehicles licensed by the State Department of Motor Vehicles. This classification shall not include the repair or maintenance of motor homes or commercial vehicles as defined in Section 3-7.901 of this Zoning Code. "Motor vehicle repair garage" shall be construed broadly to include the place where the following types of commonly-known garage or shop activities occur: tune-up and muffler work, parts and tire sales and installation, wheel and brake work, engine and transmission overhaul, and installation of car alarms and car stereos. "Motor vehicle repair garage" shall not include automobile wrecking, dismantling, or salvage, motor vehicle body and fender shops, or *tire* retreading or recapping.

Vehicle, Service. A business establishment primarily engaged in the retail sale of vehicle fuel station and lubricants. This classification includes facilities having service bays for vehicle service and repair. Such service and repair may include the sale of tires, batteries, and other parts and products related to the operation of a motor vehicle; minor tune-up; lubrication and parts replacement; non-mechanical car-washing, polishing, and waxing; and other light work related to preventive maintenance and upkeep, but may not include maintenance and repair of large trucks or other large vehicles, or body and fender work on any vehicles.

Previous requests for tire sales and/or tire repair uses were allowed under vehicle repair or service or standard retail sales. However, tire sales and tire repair typically generate noise impacts, aesthetic concerns, fire safety issues and ongoing or frequent outdoor displays. Due to the over-concentration of tire sales and tire repair businesses within the City of Beaumont, particularly in the downtown area, staff is requesting City Council establish a temporary moratorium in order to allow staff adequate time to amend the zoning code to list these uses specifically, determine if a conditional use permit should be required, and create development standards to address impacts associated with tire sales and tire repair uses.

The proliferation of tire sales and tire repair establishments do not support the intent of the current goals and policies of the existing general plan that include:

- Community Development Goal 3 – The City of Beaumont will maintain and, where appropriate, expand the City’s commercial base.
 - Community Development Element Policy 12 – The City of Beaumont will continue to promote the development of larger, more efficient, commercial retail centers as opposed to “strip commercial” along the City’s traffic corridors.
- Community Development Goal 4 - The City of Beaumont will promote the expansion of industrial and other employment generating land uses.
 - Community Development Element Policy 15 - The City of Beaumont will continue to promote the maintenance and preservation of industrial activities and business that contribute to the City’s economic and employment base.
 - Community Development Element Policy 16 - The City of Beaumont will encourage the continued expansion of the City’s industrial districts to accommodate economic development and growth.

- Community Development Element Policy 17 - The City of Beaumont will promote the development of modern and attractive business activities that will enhance the City's economic well-being.
- Safety Goal 6 – The City of Beaumont will strive to control the adverse effects of noise in the environment.
 - Safety Element Policy 24 – The City of Beaumont will protect public health and welfare by eliminating existing noise problems and by prevent significant degradation of the future acoustic environment.
 - Safety Element Policy 25 – The City of Beaumont will incorporate noise considerations into land use planning decisions.

There are approximately 12 business licenses for tire sales and tire repair businesses, eight (8) of which are in the downtown. A downtown specific plan is currently being prepared in conjunction with a general plan update. In the draft specific plan, the downtown area will include a variety of use areas. The draft downtown specific plan is proposing tire sales as a permitted use in the Sixth Street corridor area, which has four (4) existing tire businesses. There are an additional four (4) existing tire businesses currently operating in other downtowns areas where, in the future, they will not be a permitted use and will become non-conforming if the downtown specific plan is adopted as currently proposed.

In an effort to maintain consistency with the current and future goals, policies and land uses, and allow time to address safety impacts, staff would like time to evaluate tire related uses to ensure that future development will be cited appropriately and developed with appropriate standards in place.

At the direction of the City Council, at their February 4, 2020, staff has been directed to propose a 45-day moratorium to restrict the processing of entitlements or building permits to construct any and all tires sales and tire repair establishments.

Staff is recommending City Council approve an interim urgency ordinance for a moratorium on tire sales and tire repair establishments. This ordinance will put a hold on the issuance of any entitlements or permits for new applications which do not have a complete application after the effective date of the ordinance.

Fiscal Impact:

Staff time to prepare this report and legal counsel consultation is approximately \$500.

Recommended Action:

Hold a Public Hearing, and
Waive the full reading and adopt by title only, "An Interim Urgency Ordinance of
The City of Beaumont, Enacting A Temporary Moratorium Prohibiting Tire Sales
and Tire Repair Establishments, Pursuant to Government Code Section 65858."

Attachments:

- A. Interim Urgency Ordinance

ORDINANCE NO. _____

**AN INTERIM URGENCY ORDINANCE OF THE CITY OF
BEAUMONT, ENACTING A TEMPORARY
MORATORIUM PROHIBITING TIRE SALES AND TIRE
REPAIR ESTABLISHMENTS, PURSUANT TO
GOVERNMENT CODE SECTION 65858.**

**THE CITY COUNCIL OF THE CITY OF BEAUMONT DOES ORDAIN
AS FOLLOWS:**

The City Council finds and declares as follows:

A. Government Code Section 65858(a) allows a city to adopt effective immediately, as an urgency measure, an interim ordinance for the immediate preservation of the public health or safety without following the procedures otherwise required prior to the adoption of a zoning ordinance.

B. Such an urgency measure requires a four-fifths vote (4 votes) of the City Council for adoption and it shall be of no further force and effect forty-five (45) days from its date of adoption unless otherwise extended pursuant to Government Code Section 65858(a).

C. As used in this ordinance:

i. "Tire Sales and Tire Repair Establishments" means a business that is primarily involved in the sale of tires, tire installations and/or the repair of tires.

D. The City of Beaumont currently has approximately 11 active City business licenses for tire related businesses, not including businesses that provide tires sales and service ancillary to their primary use.

E. Tire Sales and Tire Repair Establishments are located throughout the City and have been allowed under the City's Zoning Code to operate in the Commercial General (CG), Community Commercial (CC), Manufacturing (M) and Commercial Manufacturing Zones as a permitted use under the Automobile Service Station designation and the definition of Vehicle Repair Garage and Vehicle Service under Section 17.14.030 of the Beaumont Municipal Code.

F. The City of Beaumont is in the process of updating the General Plan and zoning ordinances, which envisions a City structure that enhances the quality of life of the residents, enhances the health safety and welfare of the community, meets the community's vision for

the future, and connects new growth areas together with established Beaumont neighborhoods which will be in conflict with the current use by right allowance for Tire Sales and Tire Repair Establishments.

G. Tire Sales and Tire Repair Establishments do not promote the City's goals of achieving either aesthetic or fiscal health of the community as they are associated with visual blight, tire waste, contamination, clutter, refuse and inoperable vehicles on site, do not promote the health, welfare and safety of the community, do not foster economic growth, do not promote the City's heritage or an environmentally sustainable community, and the City is becoming increasingly concerned about the over-saturation of these types of facilities in the City and the increased interest in locating even more of these facilities within its limits many of which are associated with noise, nuisances and the sale of illegal drugs and related criminal activity.

H. For the reasons set forth above, this ordinance is declared by the City Council to be necessary for preserving the public welfare, health, and safety and to avoid a current, immediate and direct threat to the health, safety, or welfare of the community, and the recitals above taken together constitute the City Council's statements of the reasons constituting such necessity and urgency.

I. The City Council now desires to adopt a moratorium that prohibits tire sales and tire repair establishments from locating in the City of Beaumont.

J. This urgency ordinance is adopted pursuant to the requirements of Government Code Section 65858 and shall be in effect for 45 days unless further extended by the City Council of the City of Beaumont.

K. Adoption of this ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15060(c)(2) (no significant environmental impact).

SECTION 1. The City currently has an over-concentration of Tire Sales and Tire Repair Establishments within its borders and has recently seen an increase in inquires to locate even more of these facilities within the City.

SECTION 2. Findings.

A. The Community Development Element of the City's General Plan includes specific goals and policies that aim to minimize land use conflicts and develop a logical pattern of land use, to protect the health, safety and welfare of the community as well as

to upgrade the City's appearance and establish a strong economic base. Specifically, goals of the City's General Plan provide for 1) to maintain and, where appropriate expand the City's commercial base (Goal 3), 2) to promote the expansion of industrial and other employment generating land uses (Goal 4), 3) to continue to promote the maintenance and preservation of industrial activities and business that contribute to the City's economic and employment base (Community Development Element Policy 15), 4) to encourage the continued expansion of the City's industrial districts to accommodate economic development and growth (Community Development Element Policy 16), and 5) to promote development of modern and attractive business activities that will enhance the City's economic well-being. The City Council finds that the large number of existing Tire Sales and Tire Repair Establishments and the potential for additional facilities is inconsistent with the existing General Plan goals of economic growth and expectations for development.

B. The Safety Element of the City's General Plan includes specific goals and policies that identifies health and safety issues that need to be considered in future planning and development. Specifically, goals of the City's General Plan strive to control the adverse effects of noise on the environment (Goal 6), to protect public health and welfare by eliminating existing noise problems and by preventing significant degradation of the future acoustic environment (Safety Element Policy 24), and to incorporate noise considerations into land use planning decisions (Safety Element Policy 25). The City Council finds that Tire Sales and Tire Repair Establishments as permitted uses do not provide staff the ability to take noise impacts into consideration and incorporate measures to reduce noise impacts such as noise walls, berms, extra insulation, sound proofing, and double-paned windows. The City Council finds that Tire Sales and Tire Repair Establishments as permitted uses do not provide staff the ability to take public health safety and welfare impacts into consideration and incorporate measures to mitigate the likelihood of visual blight, nuisance and criminal activity occurring on the premises.

C. The City of Beaumont is a small city. Due to its small size, the proliferation of Tire Sales and Tire Repair Establishments has the potential to adversely affect the City's economic and aesthetic environments by over-saturating the City with Tire Sales and

Tire Repair Establishments rather than retail, commercial, manufacturing, and industrial uses that the City is endeavoring to promote.

D. The large number of Tire Sales and Tire Repair Establishments within and around the City of Beaumont contribute to an overall negative aesthetic image and do not promote economic development.

E. Adoption of a moratorium on Tire Sales and Tire Repair Establishments will provide the City with an opportunity to review the proposed General Plan, Zoning Code and Economic Development Strategic Plan and make revisions in order to regulate the establishment of Tire Sales and Tire Repair Establishments and prevent the current over-proliferation of Tire Sales and Tire Repair Establishments in the City.

F. Due to the City's need to study and review the proposed General Plan, Zoning Code and Economic Development Strategic Plan, it is urgent that the City study and evaluate options available to it regarding regulation of Tire Sales and Tire Repair Establishments to prevent the adverse impacts that may result from continued approvals of Tire Sales and Tire Repair Establishments in the City.

G. Based on the above findings and all evidence in the record, there is a current and immediate threat to the public health, safety, and welfare, in that the approval of use permits, variance, building permits, or any other applicable Tire Sales and Tire Repair Establishments permits or entitlements would result in a threat to public health, safety, or welfare. It is therefore needed to enact an urgency interim ordinance establishing a moratorium on all new Tire Sales and Tire Repair Establishments within the City of Beaumont. It is the intent of the City Council that this Ordinance take effect immediately pursuant to Section 65858 of the Government Code.

SECTION 3. Applicability. Based on the facts and findings set forth in the recitals and Section 2 of this Ordinance, the City of Beaumont hereby establishes a moratorium on the establishment of Tire Sales and Tire Repair Establishments anywhere in the City of Beaumont. No application for a building permit, business permit, conditional use permit, or any entitlement for the establishment of a new Tire Sales and/or Tire Repair Establishments shall be processed or approved during the moratorium established by this Ordinance.

SECTION 4. Moratorium Term. This Ordinance shall expire, and the moratorium established herein shall terminate, 45 days after the date of its adoption unless extended by the

City Council, at a regularly noticed public hearing, pursuant to California Government Code Section 65858. The City Council intends to terminate this moratorium as soon as reasonably feasible within a timeframe to allow the adoption of the updated General Plan and zoning code provisions with respect to Tire Sales and Tire Repair Establishments, to the extent reasonably advisable by staff following its study. Notwithstanding the foregoing, City staff may deny any application for a permit which prohibited from being issued under this ordinance.

SECTION 5. Report. The City Manager or his designee is authorized and directed to prepare and issue, on behalf of the City Council, a written report describing the measures taken by the City to alleviate the conditions which have led to the adoption of this ordinance, at least ten (10) days prior to the expiration of this ordinance. A copy of the same shall be subsequently provided to the City Council for review.

SECTION 6. CEQA Review. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections **15060(c)(2)** [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment], 15060(c)(3) [the activity is not a project as defined by CEQA], and 15061(b)(3) [there is no possibility the activity in question may have a significant effect on the environment]. These findings are premised on the fact that the adoption of this urgency interim ordinance will maintain existing environmental conditions arising from the City's current land use regulations without significant change or alteration. The City Manager is hereby directed to ensure that a Notice of Exemption is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

SECTION 7. No Liability. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of BEAUMONT, or any official, employee or agent thereof.

SECTION 8. Pending Actions. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of the City of any character be lost, impaired or affected by this ordinance.

SECTION 9. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any

reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Beaumont hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 10. Construction. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Beaumont Municipal Code as amended by this ordinance are substantially the same as provisions in the Beaumont Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 11. Urgency; Effective Date; Duration and Publication.

This ordinance is adopted by the City Council pursuant to the California Constitution, article XI, Section 7 and Government Code section 65858 by a four-fifths (4/5) or greater vote, as an urgency measure to protect the public health, safety and welfare, and shall take effect immediately. The reasons for such urgency are set forth in **Section 2** above. This ordinance shall expire and be of no further force or effect 45 days after its adoption, unless it is extended pursuant to Government Code Section 65858. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code Section 36933(c)(1) and a summary shall be published once in the Press Enterprise, a newspaper printed and published in the County of Riverside and distributed in the City of BEAUMONT, State of California, together with the names of the Council members voting for and against the same.

AYES:

NOES:

ABSENT:

ABSTAIN:

Rey Santos, Mayor

Attest: _____
Deputy City Clerk

Approved as to form:

John O. Pinkney, City Attorney



Staff Report

TO: Mayor, and City Council Members
FROM: Thaxton Van Belle, Chief Plant Operator
DATE: March 3, 2020
SUBJECT: **Extend Dudek, Inc., Contract for Groundwater and Surface Water Monitoring Services Related to the Maximum Benefit Monitoring Program for the Beaumont and San Timoteo Groundwater Management Zones**

Background and Analysis:

The City of Beaumont is a “Maximum Benefit” participant in the Beaumont, San Timoteo, and Yucaipa Groundwater Management Zones (GMZ). On April 25, 2014, the Santa Ana Regional Water Control Board (SARWQCB) amended the basin plan with the adoption of resolution number R8-2014-0005, a resolution amending the water quality control plan for the Santa Ana region. Resolution R8-2014-0005 included modifications to the Maximum Benefit Salt Management Plan in the San Timoteo watershed. The City of Beaumont is required to monitor groundwater and surface water to satisfy the requirements established in the maximum benefit monitoring report.

The City of Beaumont has been working with Dudek, Inc., (Dudek) an environmental consulting firm consisting of environmental planners, scientists, and engineers. They provide groundwater level and quality monitoring services, surface water monitoring, and project management for the basin.

Dudek is also under contract with other basin partners, including Yucaipa Valley Water District (YVWD) who is the acting data manager. The City of Beaumont mutually benefits from using Dudek because of all the field work performed is easily assimilated into the annual report which is submitted jointly by YVWD and the City of Beaumont.

On March 19, 2019, City Council awarded a contract to Dudek to prepare the 2019 groundwater and surface water monitoring report as required by the SARWQCB order. This report is currently in draft form and scheduled to be submitted prior to the April 15, 2020, due date.

Staff is recommending an extension of the current contract with Dudek to include the 2020 groundwater and surface water monitoring and subsequent preparation of the required report. The cost to continue services with Dudek is \$51,460, a savings of \$8,920 from the previous year.

Fiscal Impact:

The services rendered by the consultant under this contract will be funded by the Wastewater Fund in an amount not to exceed \$51,460.

Recommended Action:

Extend Contract with Dudek, Inc., for the 2020 Maximum Benefit Report for groundwater and surface water monitoring in the amount not to exceed \$51,460.

Attachments:

- A. Proposal
- B. Professional Services Agreement

January 23, 2020

11110.2019

Thaxton van Belle
Chief Plant Operator
City of Beaumont
550 E. Sixth St.
Beaumont, CA 92223

Subject: Proposed Scope of Work and Fee to Provide Groundwater and Surface Water Monitoring Services in 2020 Related to the Maximum Benefit Monitoring Program for the Beaumont and San Timoteo Groundwater Management Zones

Dear Mr. Van Belle:

Dudek is pleased to present this scope of work and fee to provide groundwater and surface water monitoring services to meet the monitoring requirements established in the Maximum Benefit Monitoring Report 2015 Work Plan for the Beaumont and San Timoteo Groundwater Management Zones (GMZ). The 2015 Work Plan was collaboratively prepared by the maximum benefit participants in the Beaumont, San Timoteo, and Yucaipa GMZs pursuant to the maximum benefit commitments described in the 2014 Basin Plan Amendment R8-2014-0005. The primary objective of the maximum benefit groundwater monitoring program is to collect the data needed for the triennial re-computation of ambient water quality for the groundwater basins in the Santa Ana River watershed.

The following scope of work and fee are based on monitoring requirements defined for the City of Beaumont in the Maximum Benefit Monitoring Report 2015 Work Plan (Wildermuth, 2014) that was updated on December 22, 2014 and approved by the Santa Ana Regional Water Quality Control Board on January 6, 2015.

The following scope of work includes the following tasks:

- Semi-annual groundwater monitoring services. The City of Beaumont is responsible for collecting groundwater level and/or water quality data from 32 wells in the Beaumont GMZ and for 10 wells in the San Timoteo GMZ per the 2015 Work Plan. The data collection responsibilities include measuring depths-to-water at all accessible wells designated for water level data collection and sample collection at all accessible wells designated for water quality data collection. The water quality samples will be delivered to Clinical Laboratory of San Bernardino, Inc. of Grand Terrace, California for analyses as outlined in the Draft 2015 Work

Mr. Thaxton Van Belle

Subject: Proposed Scope of Work and Fee to Provide Groundwater and Surface Water Monitoring Services in 2020 for the Maximum Benefits Monitoring Programs

Plan. Water levels will be manually measured using a Solinst electric water level sounder. Some of these wells are no longer accessible because the owner refused access, the property is abandoned, or no communication was established with the owner. We will work to gain access to these wells in 2020 or possibly recommend alternative well sites to inspect to fill in potential data gaps.

- Bi-weekly surface water monitoring services at up to eight (8) surface water monitoring sites in the Beaumont and San Timoteo GMZs. This will include measuring surface water flows and collecting water quality samples from each monitoring site. The Draft 2015 Work Plan also calls for the collection of water quality samples from three of the surface water monitoring sites following up to 6 storm events.

All data collected in the field (e.g. groundwater level measurements, surface water flows) will be compiled in a database, along with analytical laboratory results for all water quality samples collected by Dudek.

Dudek is under contract with YVWD to be the acting Data Manager for the San Timoteo Creek, Yucaipa, and Beaumont Management Zones. This includes collecting, reviewing, providing QA/QC, and compiling all groundwater and surface water data from the three management zones. The benefit of using Dudek to conduct the field work is that all information will be easily assimilated into the annual reports prepared by Dudek.

Dudek is under contract with YVWD to prepare an annual Maximum Benefit Monitoring Program Report. The annual report is due to the Santa Ana Board every April 15 of the following year.

SCOPE OF WORK

Task 1. Semi-Annual Groundwater Level and Water Quality Monitoring

Dudek personnel will be tasked with conducting all fieldwork pertaining to the two semi-annual groundwater monitoring events. The fieldwork is tentatively scheduled for the weeks beginning May 4, 2020 for the first semi-annual monitoring event, and November 2, 2020 for the second semi-annual monitoring event. The following is a list of tasks that will be completed by Dudek:

- Manually measure depths-to-water (DTW) at thirty-three (33) wells designated for water level data collection in the 2015 Maximum Benefit Monitoring Report Work Plan. The water levels will be measured using a Solinst electric water level sounder provided by Dudek, if the well is accessible. The DTW will be measured at 0.01-foot accuracy. The

Mr. Thaxton Van Belle

Subject: Proposed Scope of Work and Fee to Provide Groundwater and Surface Water Monitoring Services in 2020 for the Maximum Benefits Monitoring Programs

time and date of each DTW measurement, plus the conditions (e.g. static or dynamic) of the water level at each well, will be recorded in field forms.

- Water level data will be downloaded from dedicated pressure transducers, if any, at wells where they are deployed. The water level data will be barometrically corrected and compiled with the manual water level measurements if the pressure transducers measure absolute pressure.
- Water quality samples will be collected from twenty-five (25) wells designated for water quality data collection in the 2015 Maximum Benefit Monitoring Report Work Plan. Water Quality samples will be collected while each well is operating. All sampling information will be recorded in field forms that meet the formatting and reporting requirements established in the 2015 Maximum Benefit Monitoring Report Work Plan.
- Field parameters pH, temperature, specific conductance, and dissolved oxygen will be measured during the purging process to characterize the water quality and identify when the water produced from the well is representative of native groundwater. Dudek will use a multi-parameter device to measure the water quality parameters. Dudek staff will calibrate the device using calibration standards provided by Beaumont. The calibration of the multi-parameter device will be documented in calibration records prepared by Dudek staff prior to use in the field.
- The DTW, field parameters, and volumes purged will be recorded in field sampling forms completed in the field at each well point. The field sampling forms will also include the name of the sampler, the date/time of measurement and sample collection, the estimated volume of water to purge 3 casing volumes, and the actual volume purged. The representative water quality samples will be collected after 3 casing volumes are purged or the field parameters monitoring during purging are stable within 10% of previous measurements.
- Water quality samples will be collected in sampling containers provided by Clinical Laboratory of San Bernardino, Inc., which is a California certified analytical laboratory (ELAP Certificate No. 1088). All sample containers will be labeled with the date/time of sample collection, the well ID, identification of the preservative (if any) in the container, and the name of the sampler. A chain-of-custody form will be completed as each sample is collected and submitted with the samples to Clinical Laboratory of San Bernardino, Inc. The analytical laboratory will analyze each sample per Table 2-4 of the Draft 2015 Work Plan, which includes the following constituents:

Mr. Thaxton Van Belle

Subject: Proposed Scope of Work and Fee to Provide Groundwater and Surface Water Monitoring Services in 2020 for the Maximum Benefits Monitoring Programs

- Total Dissolved Solids
 - Specific conductance
 - Nitrate-Nitrogen or Nitrate as nitrogen
 - Nitrite-Nitrogen or Nitrite as nitrogen
 - Total Inorganic Nitrogen
 - pH
 - Total alkalinity (as CaCO₃)
 - Carbonate, bicarbonate and hydroxide
 - Silica (as SiO₂)
 - Inorganic cations Ca, Mg, K, and Na
 - Inorganic anions Cl, F, SO₄.
- All water quality samples will be stored in an ice-chest with ice during the sampling event. The samples will be delivered to Clinical Laboratory of San Bernardino on ice.

The fee for conducting the groundwater monitoring events also includes a Meals & Incidentals (M&I) rate for Riverside County and daily rates for the use of a company vehicle and water level sounder. The M&I rate was based on the United States General Services Administration that defined these rates for Riverside County for Fiscal Year 2020 (visit gsa.gov website). This fee does not include costs for the analyses performed by Clinical Laboratory of San Bernardino. Dudek anticipates that the City of Beaumont will receive invoices directly from Clinical Laboratory for payment on all groundwater samples analyzed.

Cost for Task 1\$16,600

Task 2. Bi-Weekly Surface Water Monitoring

Dudek personnel will conduct all field work pertaining to the bi-weekly surface water monitoring events. Field work under this scope of work is tentatively scheduled to begin on Thursday, February 6, 2020 and continue every other week until December 28, 2020. January 2020 monitoring was conducted under the 2019 scope of work and contract with Beaumont. The draft work plan also calls for a minimum of surface water sampling following 6 storm events. Dudek anticipates conducting 28 individual surface water monitoring events in 2020. Bi-weekly surface water monitoring will include the following tasks:

- Measure surface water flow on a biweekly basis using a current meter at the following surface water monitoring stations: CC-01, CC-02 and CC-03 on Cooper’s Creek; TMC-01 and TMC-02 on tributary to Marshall Creek; and STC-01 on San Timoteo Creek in the Beaumont and San Timoteo Management Zones. Surface water flow will be calculated

Mr. Thaxton Van Belle

Subject: Proposed Scope of Work and Fee to Provide Groundwater and Surface Water Monitoring Services in 2020 for the Maximum Benefits Monitoring Programs

using the Velocity-Area Method described in *Discharge Measurements at Gaging Stations* by the USGS (Turnispeed, 2010).

- The multi-parameter water quality device will be used in the field to measure temperature, pH, electrical conductivity, and dissolved oxygen of the surface water. These parameters will be recorded in a field sampling form completed for each station.
- Water quality samples will be collected in sampling containers provided by Clinical Laboratory of San Bernardino, labeled with the data/time of sample collection, the surface water monitoring site ID, identification of the preservative (if any) in the container, and the name of the sampler. A chain-of-custody form will be completed as each sample is collected and submitted with the samples to the analytical laboratory. Each surface water sample will be analyzed for constituents listed in Table 3-1 of the 2015 Maximum Benefit Monitoring Report Work Plan, which includes the constituents required for groundwater plus ammonia as nitrogen. Silica will not be analyzed in the surface water samples.
- Water quality samples will also be collected at NC-02, STC-02 and CC-03 following up to 6 storm events. Dudek anticipates conducting four additional sampling events to capture storm water flows outside the regularly scheduled biweekly sampling events. Dudek anticipates conducting two storm water sampling events concurrently with regularly scheduled biweekly sampling events. The storm water event samples will be analyzed for the same parameters required with the biweekly samples.
- All water quality samples will be stored in an ice-chest with ice during the sampling event. The samples will be delivered to Clinical Laboratory of San Bernardino, Inc. on ice. This fee does not include costs for the analyses performed by Clinical Laboratory of San Bernardino. Dudek anticipates that the City of Beaumont will receive invoices directly from Clinical Laboratory for payment on all surface water samples analyzed.

The fee for conducting the surface water monitoring events also includes a daily rate for the use of a company vehicle.

Cost for Task 2\$29,860

Task 3. Project Management and QA/QC

This task includes labor hours for the project manager, Steven Stuart, PE, to coordinate with City of Beaumont staff and other participants, to plan project logistics for field sampling with the approximately 40 individual well owners, and provide QA/QC of all documented work and data

Mr. Thaxton Van Belle

Subject: Proposed Scope of Work and Fee to Provide Groundwater and Surface Water Monitoring Services in 2020 for the Maximum Benefits Monitoring Programs

collected in the field. This also includes labor hours to participate in conference calls and meetings with City of Beaumont.

Cost for Task 3\$5,000

FEE SUMMARY


The fee presented in this proposal will be charged on a time and materials basis in accordance with Dudek’s 2020 Standard Schedule of Charges (see attached). Dudek will complete the tasks described above on a time-and-materials basis, not to exceed \$51,460.

The time and materials fee provided in this proposal represents an estimate of the anticipated level of effort required to complete the tasks described in the proposal. Should the actual effort required to complete the tasks be less than anticipated, the amount billed will be less than the total fee. Conversely, should the actual effort to complete the proposed tasks be greater than anticipated, additional fee authorizations will be requested. No work in excess of the proposed fee or outside of the proposed scope of work will be performed without written authorization from the City of Beaumont.

TOTAL COST.....\$51,460

Please call me at (760) 479-4128 if you have any questions or require further discussion.

Sincerely,


Steven Stuart, P.E. C79764
Project Manager

Att.: Table I. Fee to Conduct Groundwater and Surface Water Monitoring Services in 2020
2020 Dudek Standard Schedule of Charges

References:
Turnispeed, D.P., and Sauer, V.B., 2010, Discharge measurements at gaging stations: U.S. Geological Survey Techniques and Methods book 3, chap. A8, 87 p.

Wildermuth Environmental, Inc., 2014. Maximum Benefit Monitoring Report 2015 Work Plan Draft. Prepared for City of Beaumont, Yucaipa Valley Water District, San Geronio Pass Water Agency, Beaumont Cherry Valley Water District, City of Banning. September 30, 2014. Updated December 22, 2014.

AUTHORIZATION TO PROCEED
for
**Scope of Work for Services Provided for Groundwater and Surface Water
Monitoring per Maximum Benefits Monitoring Programs in 2020**

The proposed scope of work and fee presented herein is acceptable and Dudek is hereby authorized to proceed with the proposed scope of services.

Authorized by: _____
(Signature)

Name (typed or printed)

For: City of Beaumont _____

Date

City of Beaumont
Services Provided for the 2020 Maximum Benefits Monitoring Program
DUDEK FEE SCHEDULE

		<i>Project Team Role:</i>			TOTAL HOURS	DUDEK LABOR COST	OTHER DIRECT COSTS¹	TOTAL FEE
		Sr. Engineer IV	Hydrogeologist IV	Hydrogeologist I				
		<i>Team Member:</i> Steven Stuart, PE	Christian Hunter	Marcelo Azevedo				
		<i>Billable Rate :</i> \$250	\$155	\$125				
Task #	TASK							
1	Semi-Annual Groundwater Level and Quality Sampling	8	60	28	96	\$ 14,800	\$ 1,800	\$ 16,600
2	Bi-Weekly Surface Water Monitoring	8	168		176	\$ 28,040	\$ 1,820	\$ 29,860
3	Project Management and QA/QC	20			20	\$ 5,000		\$ 5,000
Total Hours and Fee		36	228	28	292	\$ 47,840	\$ 3,620	\$ 51,460

Percent of Hours: 12% 78% 10% 100%

1) Direct costs include administration, reproduction of reports and transportation/lodging costs for site inspection and interviews.

DUDEK

2020 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director.....	\$290.00/hr
Principal Engineer III.....	\$270.00/hr
Principal Engineer II.....	\$260.00/hr
Principal Engineer I.....	\$250.00/hr
Program Manager.....	\$235.00/hr
Senior Project Manager.....	\$235.00/hr
Project Manager.....	\$230.00/hr
Senior Engineer III.....	\$225.00/hr
Senior Engineer II.....	\$215.00/hr
Senior Engineer I.....	\$205.00/hr
Project Engineer IV/Technician IV.....	\$195.00/hr
Project Engineer III/Technician III.....	\$185.00/hr
Project Engineer II/Technician II.....	\$170.00/hr
Project Engineer I/Technician I.....	\$155.00/hr
Senior Designer.....	\$175.00/hr
Designer.....	\$165.00/hr
Assistant Designer.....	\$160.00/hr
CADD Operator III.....	\$155.00/hr
CADD Operator II.....	\$145.00/hr
CADD Operator I.....	\$130.00/hr
CADD Drafter.....	\$120.00/hr
CADD Technician.....	\$110.00/hr
Project Coordinator.....	\$135.00/hr
Engineering Assistant.....	\$115.00/hr

ENVIRONMENTAL SERVICES

Project Director.....	\$245.00/hr
Senior Specialist IV.....	\$230.00/hr
Senior Specialist III.....	\$220.00/hr
Senior Specialist II.....	\$200.00/hr
Senior Specialist I.....	\$190.00/hr
Specialist V.....	\$180.00/hr
Specialist IV.....	\$170.00/hr
Specialist III.....	\$160.00/hr
Specialist II.....	\$145.00/hr
Specialist I.....	\$130.00/hr
Analyst V.....	\$120.00/hr
Analyst IV.....	\$110.00/hr
Analyst III.....	\$100.00/hr
Analyst II.....	\$90.00/hr
Analyst I.....	\$80.00/hr
Technician V.....	\$100.00/hr
Technician IV.....	\$90.00/hr
Technician III.....	\$80.00/hr
Technician II.....	\$70.00/hr
Technician I.....	\$60.00/hr
Compliance Monitor.....	\$95.00/hr

DATA MANAGEMENT SERVICES

GIS Programmer I.....	\$185.00/hr
GIS Specialist IV.....	\$160.00/hr
GIS Specialist III.....	\$150.00/hr
GIS Specialist II.....	\$140.00/hr
GIS Specialist I.....	\$130.00/hr
Data Analyst III.....	\$100.00/hr
Data Analyst II.....	\$90.00/hr
Data Analyst I.....	\$80.00/hr
UAS Pilot.....	\$100.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$165.00/hr
Construction Manager.....	\$155.00/hr
Project Manager.....	\$145.00/hr
Resident Engineer.....	\$145.00/hr
Construction Engineer.....	\$140.00/hr
On-site Owner's Representative.....	\$140.00/hr
Construction Inspector III.....	\$130.00/hr
Construction Inspector II.....	\$120.00/hr
Construction Inspector I.....	\$110.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

HYDROGEOLOGICAL SERVICES

Project Director.....	\$285.00/hr
Principal Hydrogeologist/Engineer II.....	\$265.00/hr
Principal Hydrogeologist/Engineer I.....	\$250.00/hr
Sr. Hydrogeologist IV/Engineer IV.....	\$235.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$220.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$205.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$190.00/hr
Hydrogeologist VI/Engineer VI.....	\$175.00/hr
Hydrogeologist V/Engineer V.....	\$165.00/hr
Hydrogeologist IV/Engineer IV.....	\$155.00/hr
Hydrogeologist III/Engineer III.....	\$145.00/hr
Hydrogeologist II/Engineer II.....	\$135.00/hr
Hydrogeologist I/Engineer I.....	\$125.00/hr
Technician.....	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$195.00/hr
District Engineer.....	\$185.00/hr
Operations Manager.....	\$160.00/hr
District Secretary/Accountant.....	\$120.00/hr
Collections System Manager.....	\$135.00/hr
Grade V Operator.....	\$125.00/hr
Grade IV Operator.....	\$110.00/hr
Grade III Operator.....	\$100.00/hr
Grade II Operator.....	\$75.00/hr
Grade I Operator.....	\$70.00/hr
Operator in Training.....	\$65.00/hr
Collection Maintenance Worker II.....	\$75.00/hr
Collection Maintenance Worker I.....	\$65.00/hr

CREATIVE SERVICES

3D Graphic Artist.....	\$180.00/hr
Graphic Designer IV.....	\$160.00/hr
Graphic Designer III.....	\$145.00/hr
Graphic Designer II.....	\$130.00/hr
Graphic Designer I.....	\$115.00/hr

PUBLICATIONS SERVICES

Technical Editor III.....	\$145.00/hr
Technical Editor II.....	\$130.00/hr
Technical Editor I.....	\$115.00/hr
Publications Specialist III.....	\$105.00/hr
Publications Specialist II.....	\$95.00/hr
Publications Specialist I.....	\$85.00/hr
Clerical Administration.....	\$90.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

The rates listed above assume prevailing wage rates does not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

**AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT
CONTRACTOR**Error! Bookmark not defined.

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 3rd day of March, 2020, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and DUDEK whose address is 605 Third Street, Encinitas, CA 92024 (“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 Groundwater and Surface Water Monitoring Services; and

B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Groundwater and Surface Water Monitoring Services per Exhibit “A” and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Ming Guan 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 \$51,460.

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. Attached

hereto as **Exhibit “B”** are copies of Certificates of Insurance and endorsements as required by Section 7.02. 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 X /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 as set forth herein. 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.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

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: _____
Rey Santos,, Mayor

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPOSAL

(insert behind this page)

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS A

(insert behind this page)

A photograph of a narrow stream flowing through a dense, lush green forest. The water is clear and reflects the surrounding foliage. The banks are lined with various types of trees and bushes, creating a shaded and natural environment.

Maximum Benefits Monitoring Program

Beaumont Management Zone

Presentation Outline

- Maximum Benefits and Compliance Monitoring
- WWTP Reclaimed Water Effluent
- Surface Water
- Groundwater
- Status of Monitoring



Maximum Benefits

- 2004 – Update to 1995 Basin Plan
 - Salt Management Plan for TDS and nitrogen ($\text{NO}_3\text{-N}$)
 - GMZs – Beaumont, San Timoteo and Yucaipa
- Maximum Benefit objectives for TDS and $\text{NO}_3\text{-N}$
 - Encourage recycled water use
 - Increase assimilative capacity
- Every 3 years calculate ambient water quality
 - Reassess assimilative capacity and compliance with WQOs

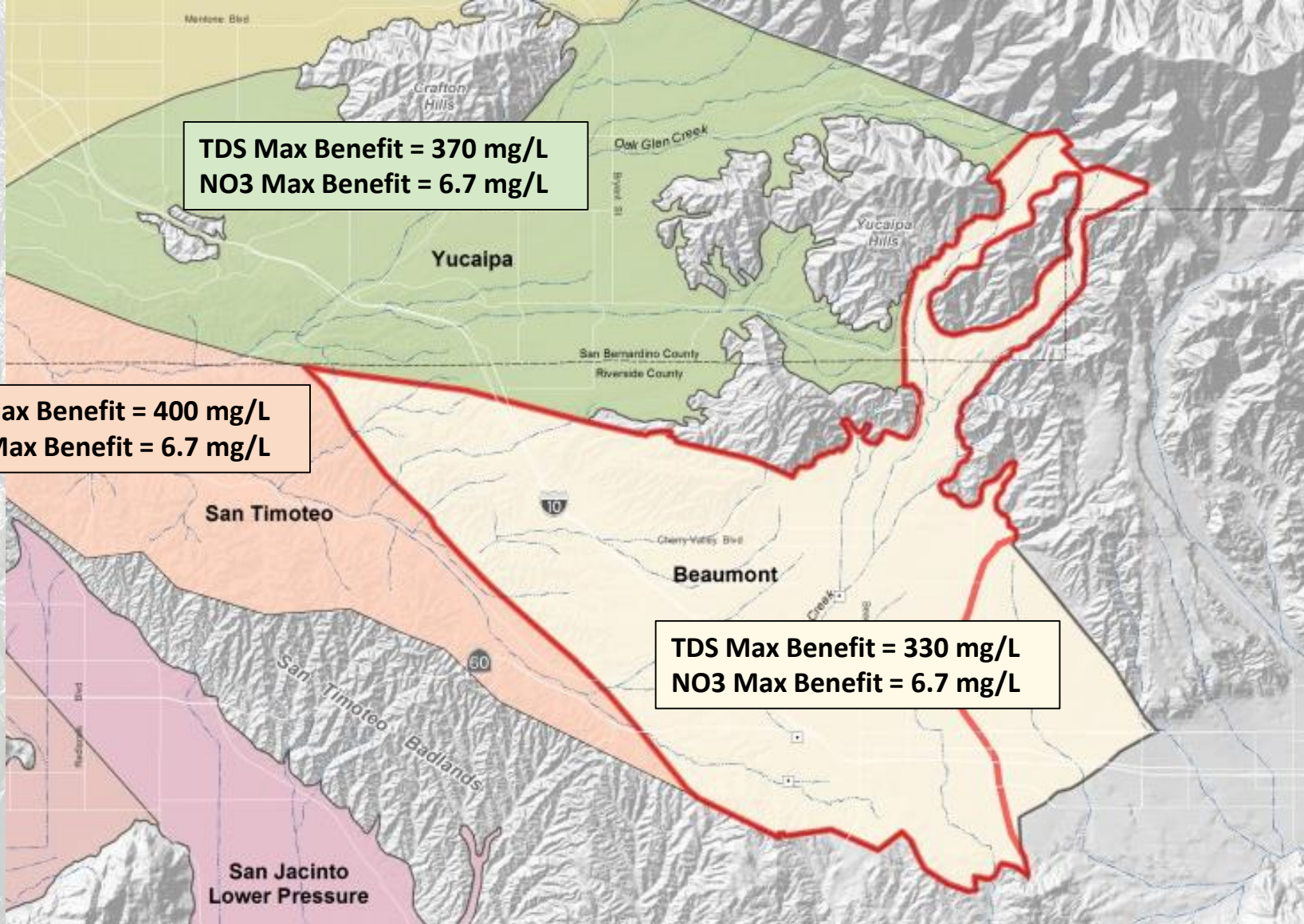


Maximum Benefits

- 2014 – Basin Plan Amendment
 - Expanded BMZ boundary farther east
 - If Max Benefits and commitments not met, then RWQCB will require compliance with anti-degradation limits

	TDS (mg/L)	NO3-N (mg/L)
	10-year running averages	
Max Benefit	330	5.0 (6.7 - 25% loss)
Anti-degradation	230	1.5





Maximum Benefits

- Beaumont Commitments
 - Surface Water and Groundwater Monitoring
 - Complete recycled water supply systems for irrigation use
 - Construct wastewater desalter and brine disposal facilities
 - Recycled Water Recharge
- YVWD is Data Manger
 - Annual Reports to RWQCB mid-April

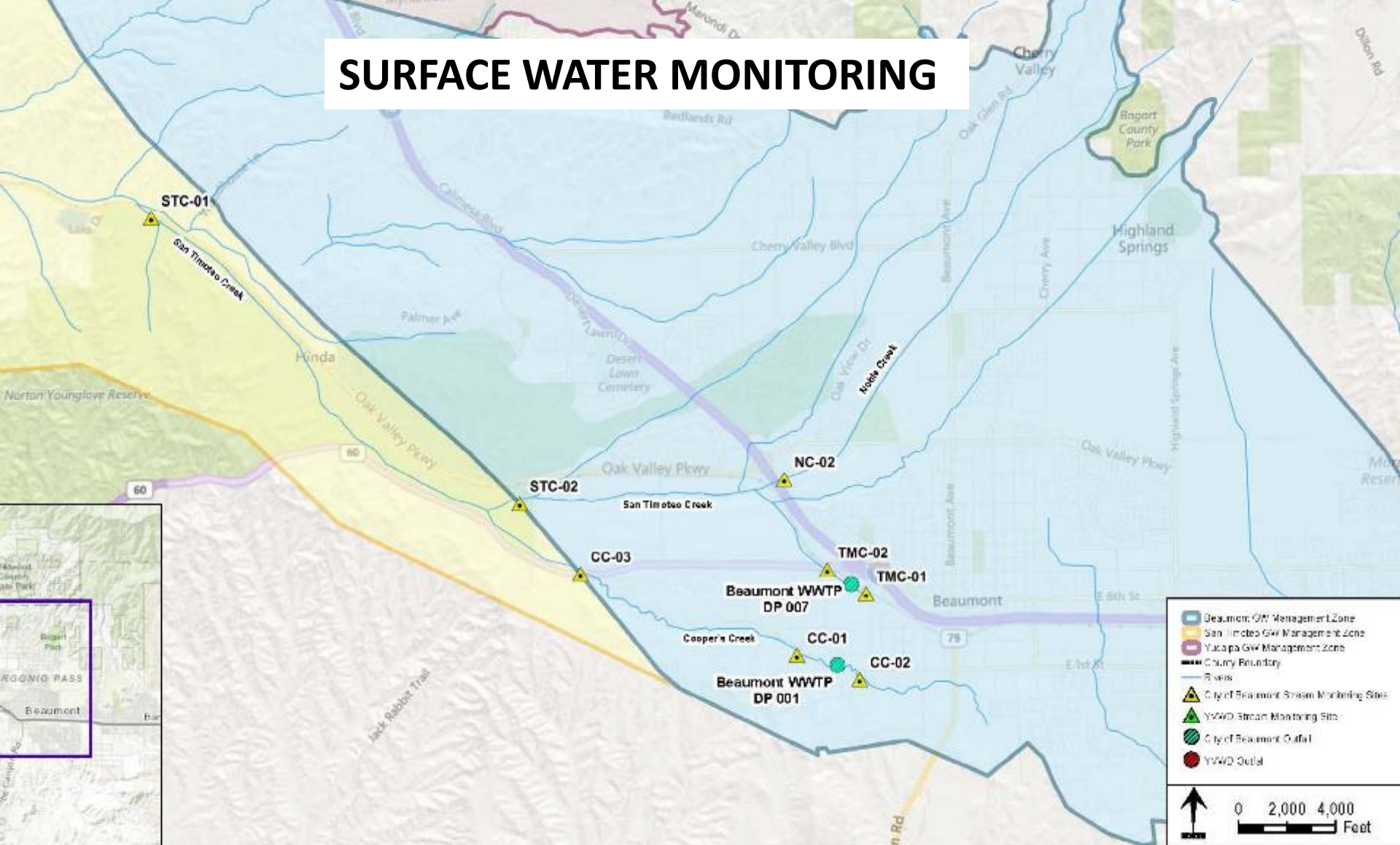


Monitoring Program

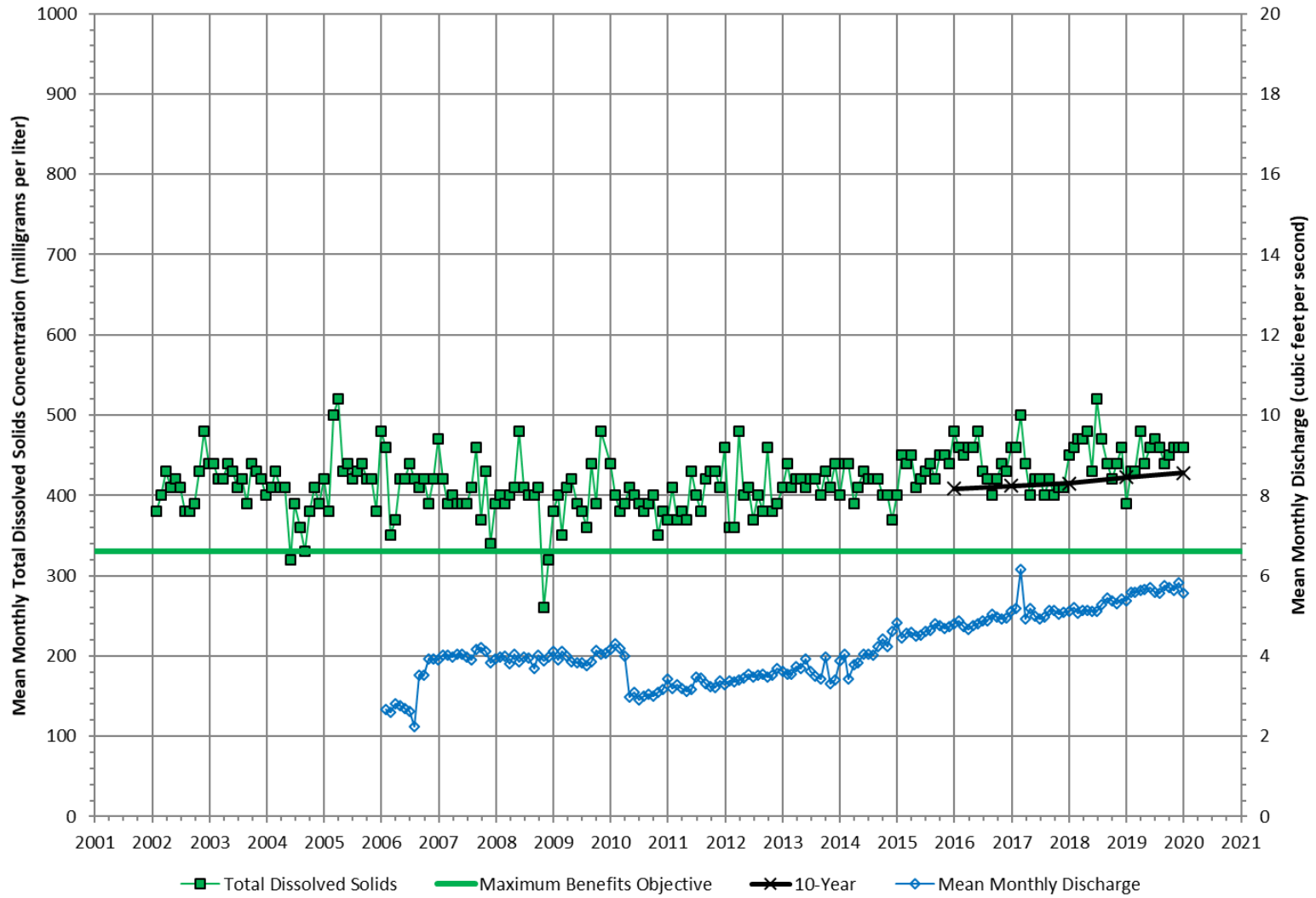
- 2015 MBMP Work Plan
 - Collect data for triennial calc of ambient water quality
 - Need groundwater level and quality data
- Surface Water
 - Biweekly events + major storm events
- Groundwater
 - Static water level measurements (Spring and Fall)
 - Water quality sampling once every 3 years



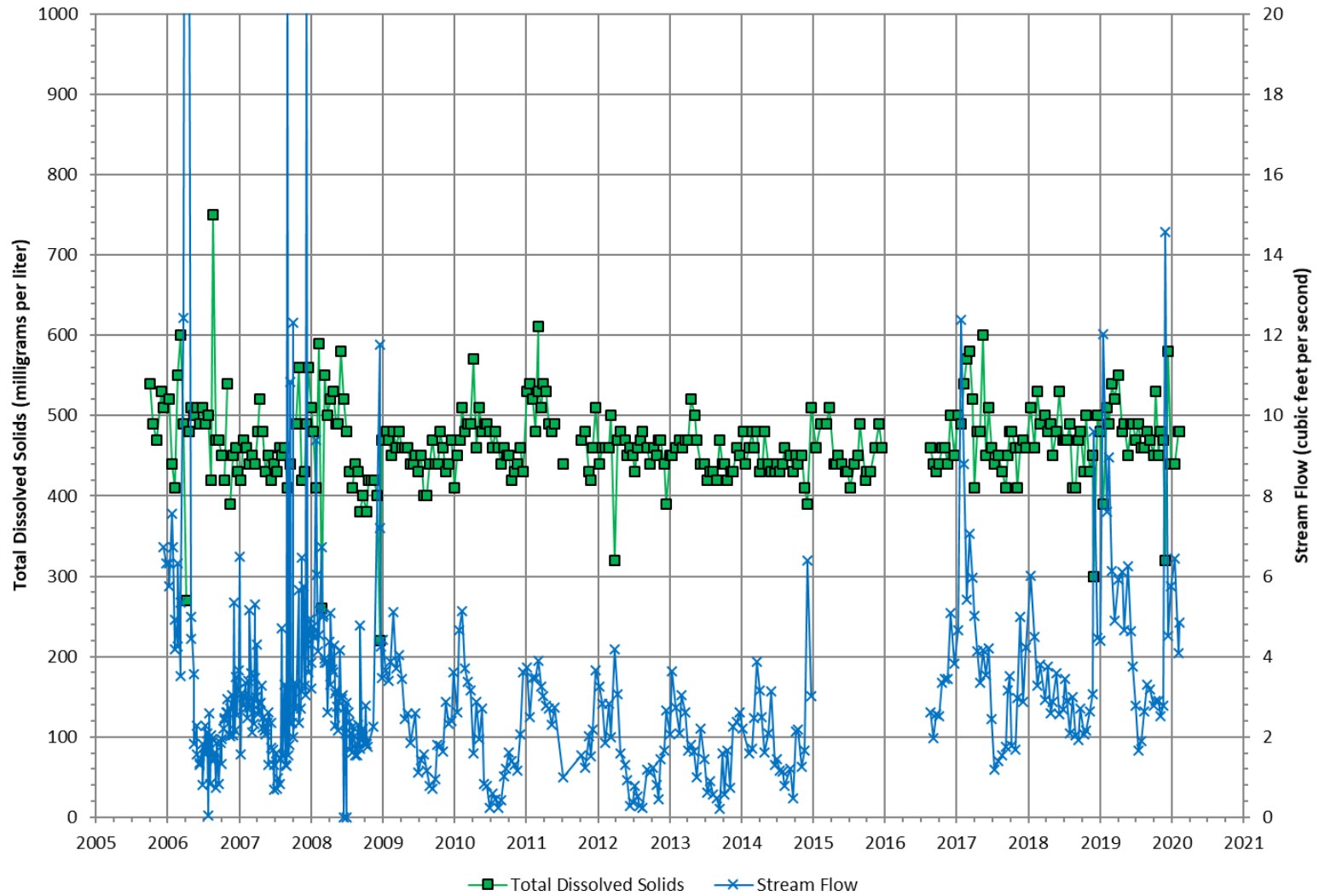
SURFACE WATER MONITORING



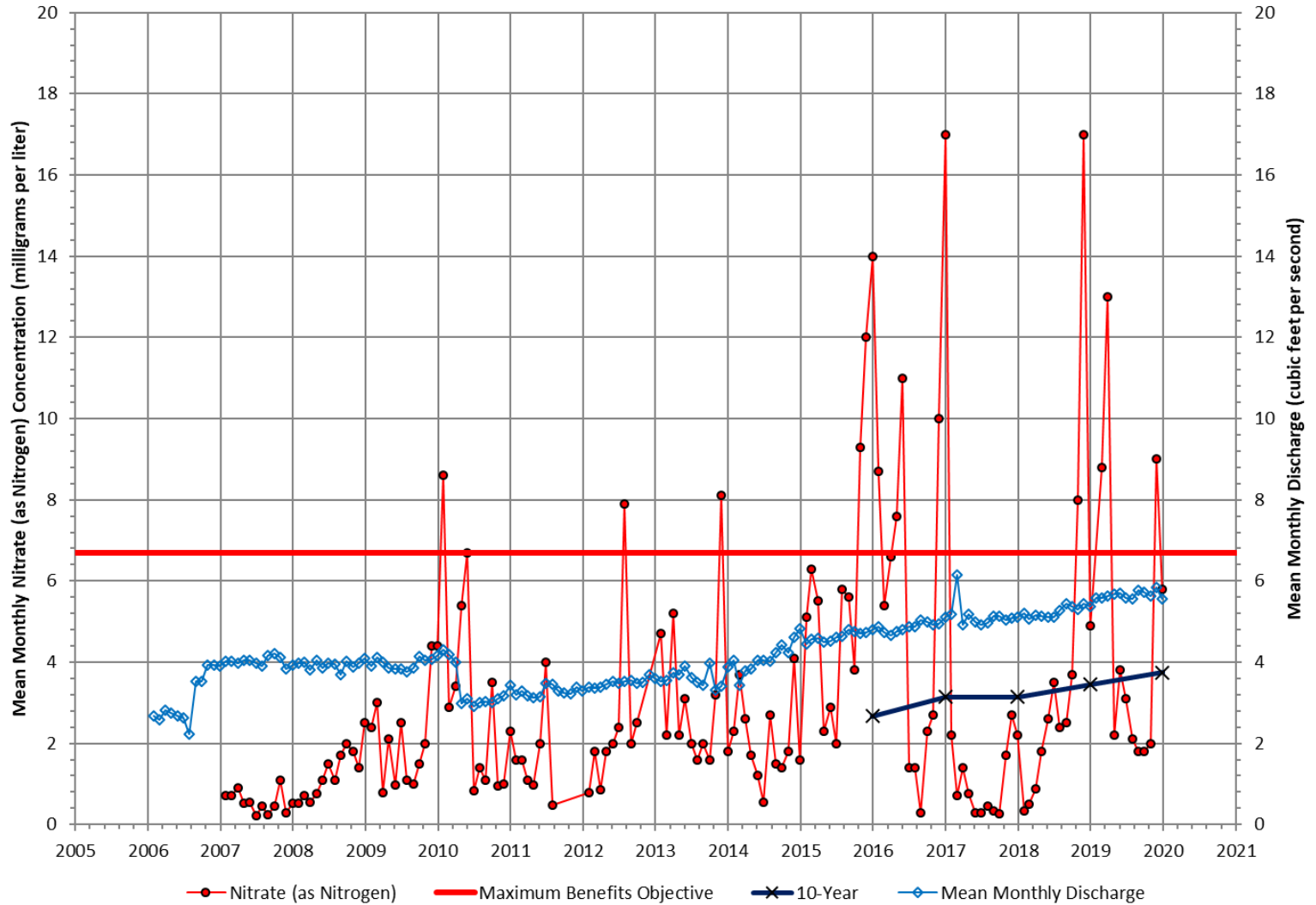
TDS and Monthly Discharges at DP-001 Outfall



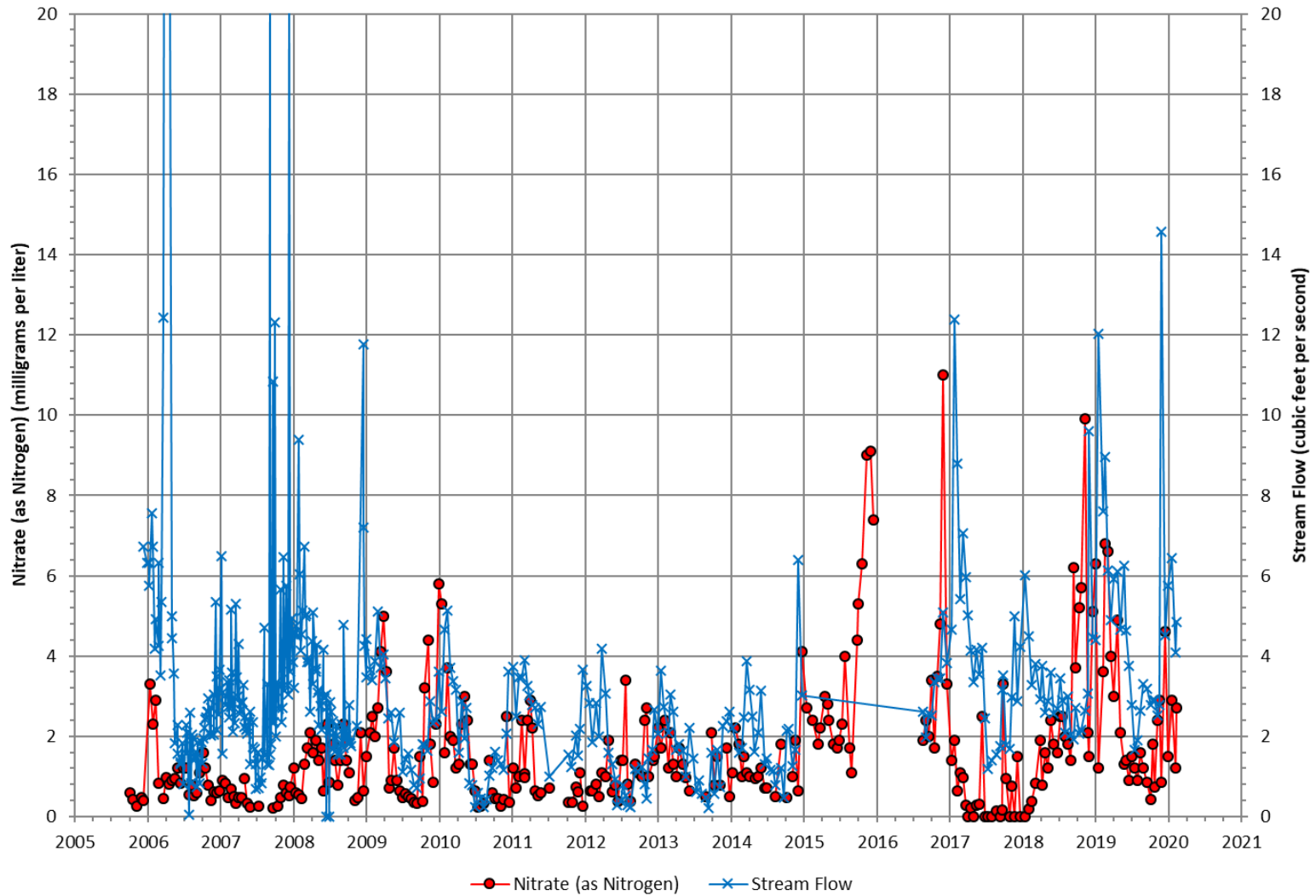
Total Dissolved Solids and Stream Flow at STC-01



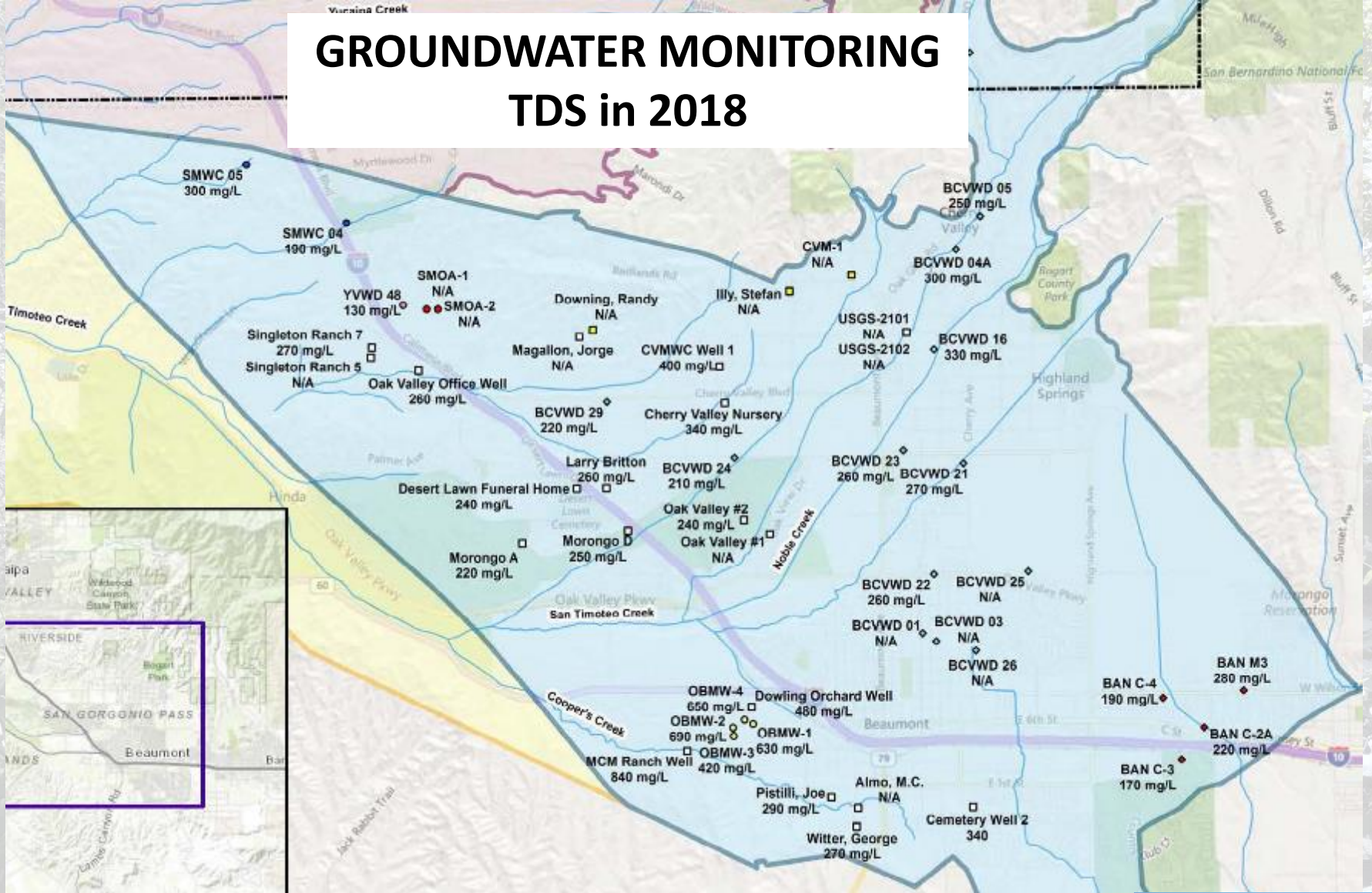
Nitrate (as Nitrogen) and Mean Monthly Discharge at DP-001 Outfall



Nitrate (as Nitrogen) and Stream Flow at STC-01

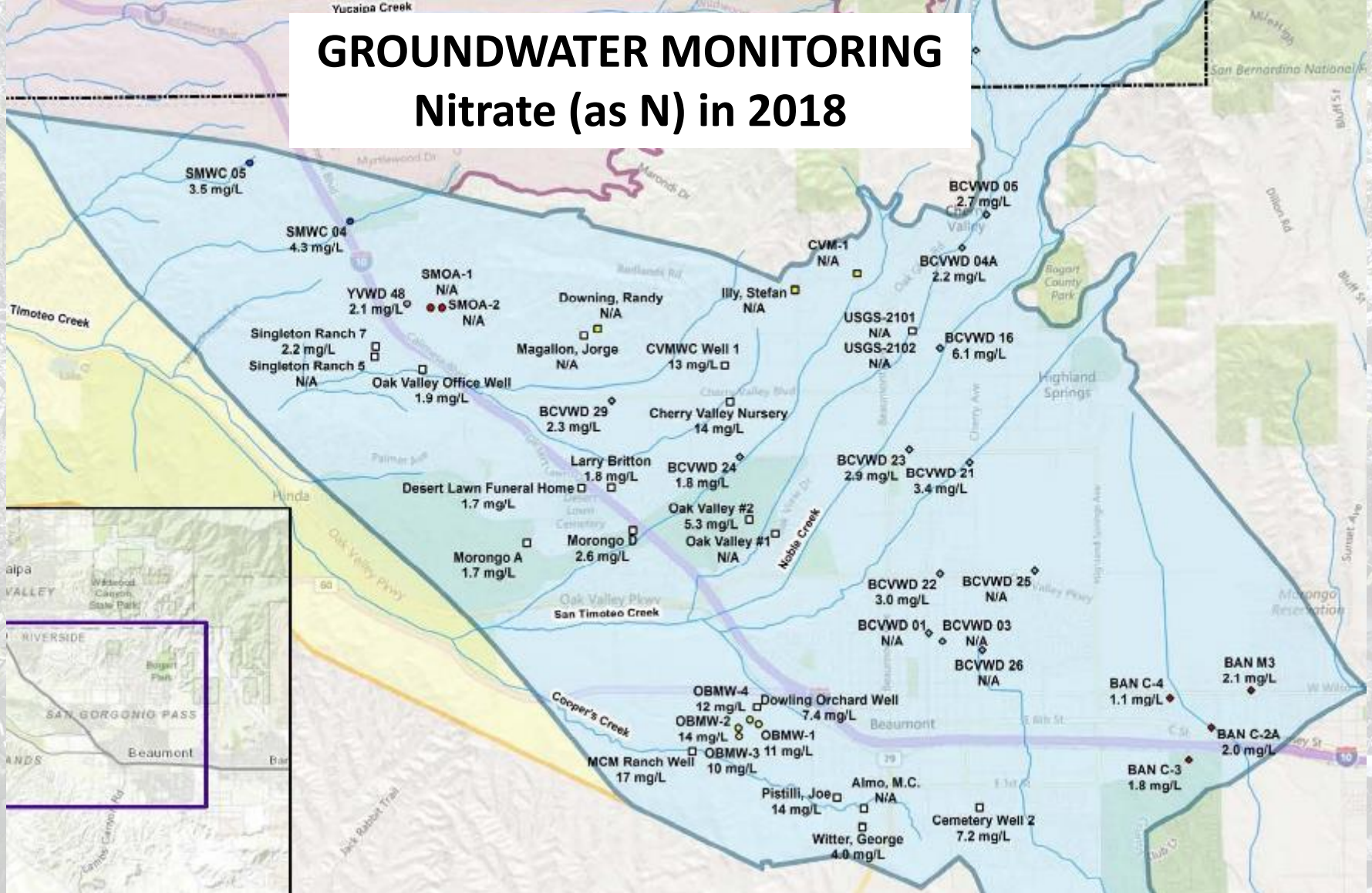


GROUNDWATER MONITORING TDS in 2018

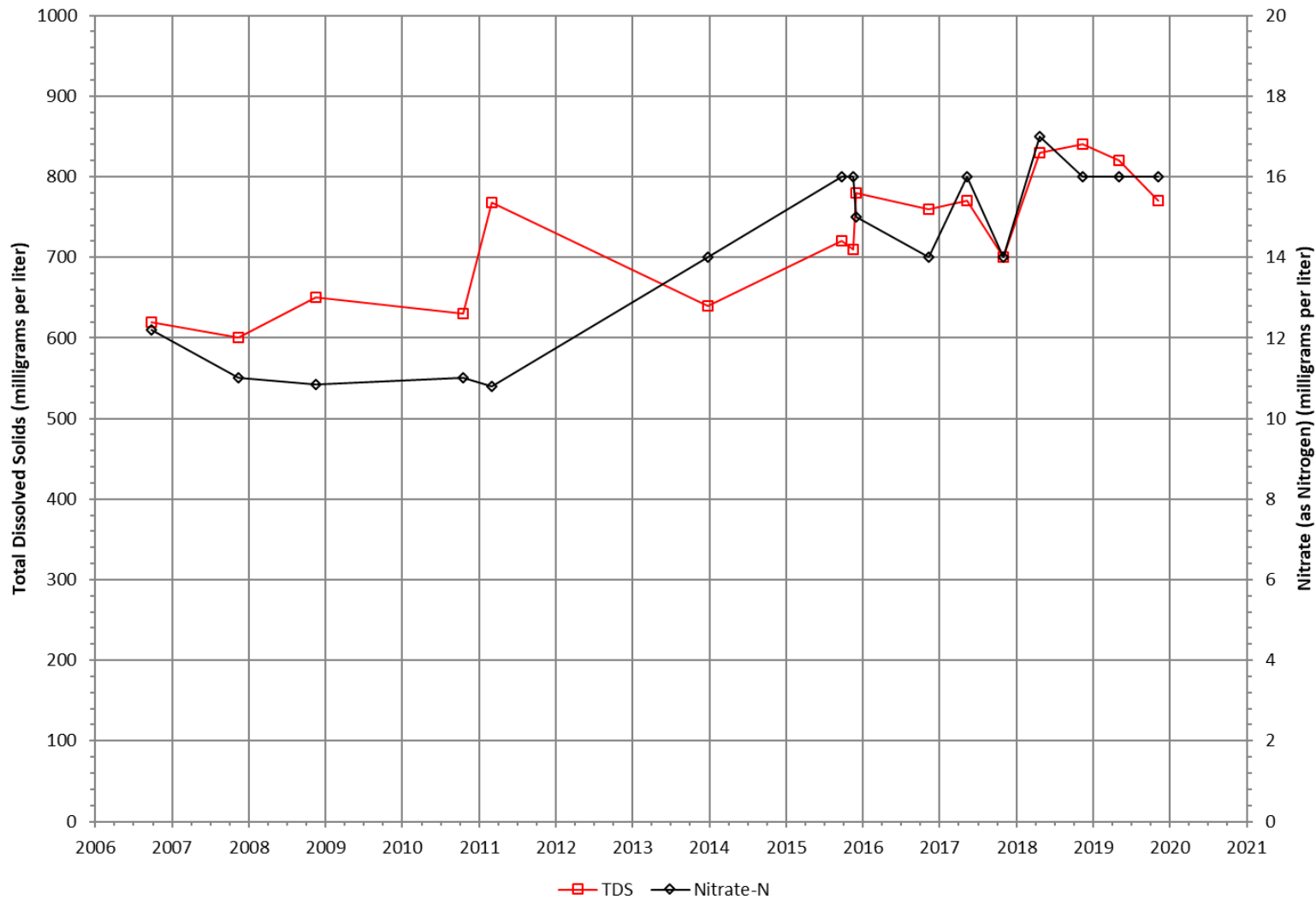


GROUNDWATER MONITORING

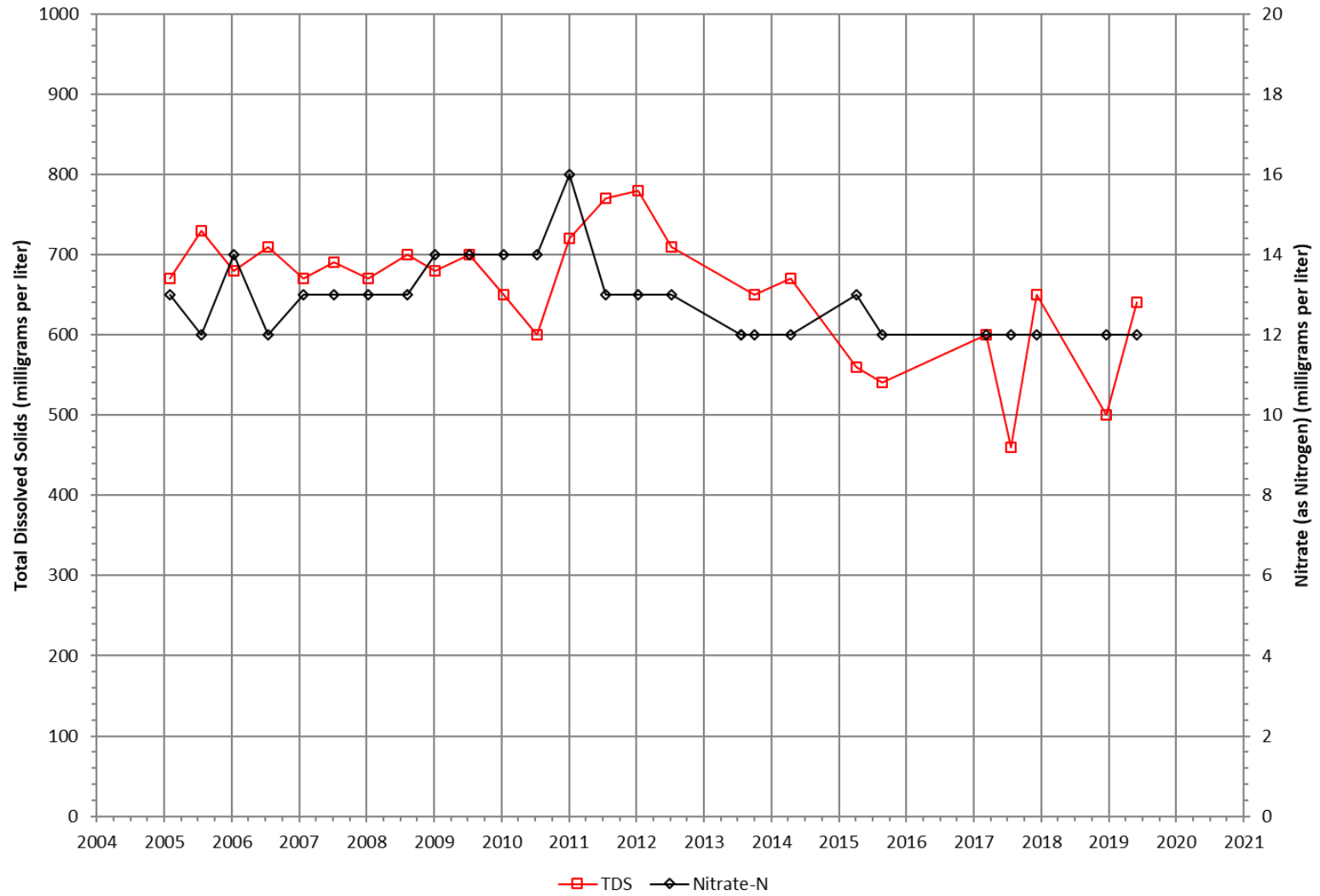
Nitrate (as N) in 2018



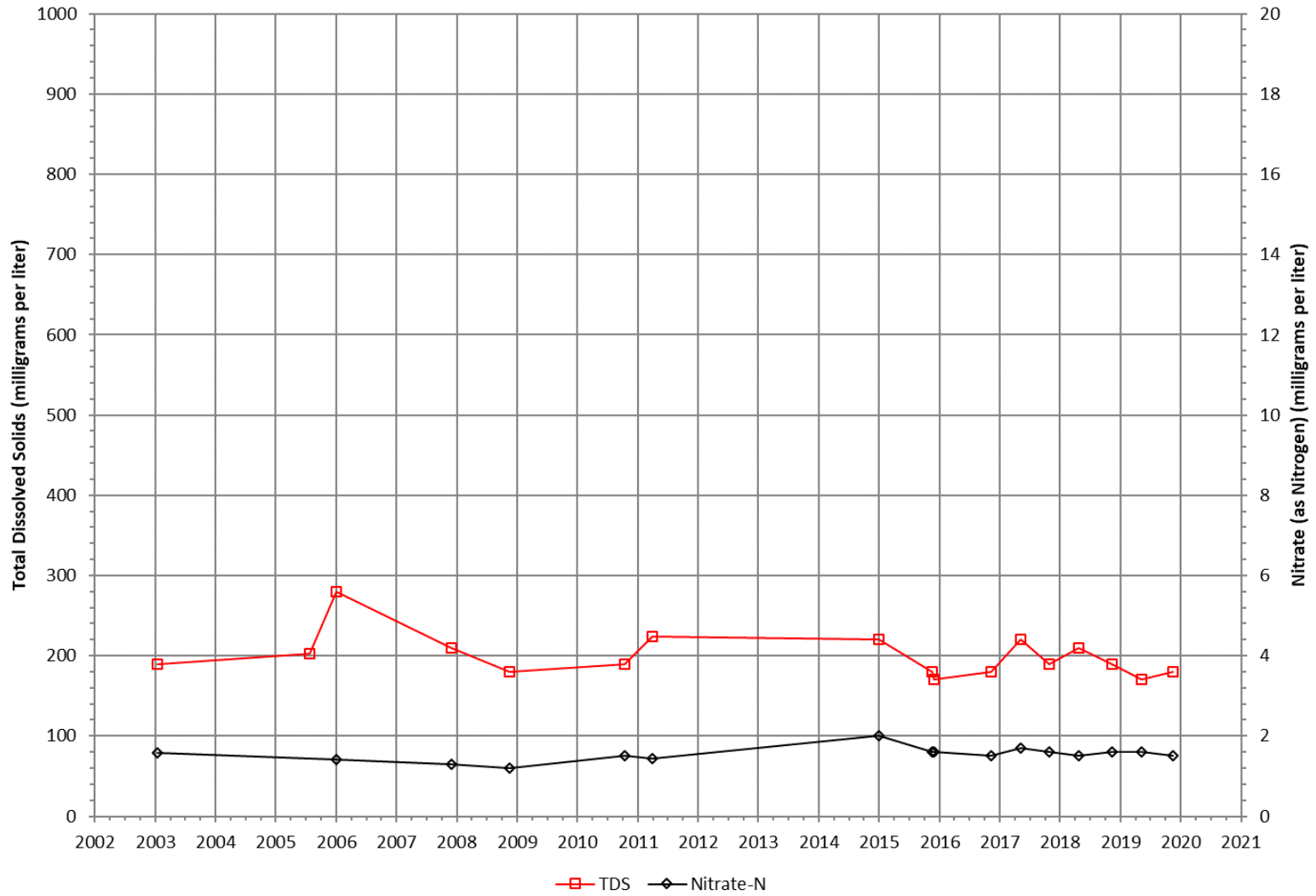
Total Dissolved Solids and Nitrate (as N) at MCM Poultry Ranch Well



Total Dissolved Solids and Nitrate (as N) at Well RCWMD OBMW-4



Total Dissolved Solids and Nitrate (as Nitrogen) at Morongo Well A



Status of Monitoring

- 103 Wells for Groundwater Levels
 - 55% met monitoring requirement in 2018
 - Only 1 measurement
 - No static measurements
 - Abandoned wells
 - Denied access
- 56 Wells for Groundwater Quality
 - 73% met monitoring requirement in 2018
- Seek replacement wells to maintain spatial coverage for BMZ ambient quality calculation





**THANK YOU FOR
YOUR TIME**



Staff Report

TO: Mayor, and City Council Members
FROM: Todd Parton, City Manager
DATE: March 3, 2020
SUBJECT: Update Regarding the West Side Fire Station Construction Project and Cal Fire Presentation Regarding Community Fire Hazard

Background and Analysis:

At its meeting of August 15, 2017, the City Council identified the construction of the West Side Fire Station as a top priority and placed its design and construction on the 5-Year Capital Improvements Plan (CIP). The CIP scheduled design to commence in FY2018/2019 with construction to commence in FY2019/2020.

On October 3, 2017, City Council voted to acquire property on the east side of Potrero Road, between San Timoteo Road and SR-60. A total of 4.093 acres was acquired and programmed to house the West Side Fire Station and a new central police station. Approximately two additional acres have been added to the City's property to ensure adequate room for both public safety uses.

Below are key dates and actions pertaining specifically to the West Side Fire Station. It is important to note that the City's fiscal year runs from July 1 to June 30 and budgetary allocations listed below contemplate the commitment/expenditure of funds within this time period for each year.

1. **City Council Meeting of May 2, 2017 – City Enters into MOU to Secure Land**
 - a. City Council Approved an MOU with Trinity Partners, LLC
 - b. Landowner Agreed to the Donation of Land Along Potrero Road for the Construction of a Fire Station and Police Station

2. **City Council Meeting of August 15, 2017 – West Side Fire Station Established as a Project**
 - a. City Council Approved the City's First Ever CIP that Included the West Side Fire Station as a Project
 - b. CIP Allocated \$500,000 for Construction in FY18/19

- c. CIP Allocated \$3,500,000 for Construction in FY19/20
3. **City Council Meeting of October 3, 2017 – Land Acquisition**
 - a. City Council Authorized the Mayor to Execute a Grant Deed for 4.093 Acres
 - b. Property to be Used for the West Side Fire Station and a Future Police Station
 - c. City Council Authorized City Staff to Initiate a Request for Proposal Process (RFP) for Architectural and Engineering Services for the West Side Fire Station
 4. **City Council Meeting of May 15, 2018 – Design Contract awarded for Architectural and Engineering Services**
 - a. City Council Awarded a Contract to Claremont Environmental Design Group (CEDG)
 - b. Contract was for an Amount Not to Exceed \$209,160
 5. **City Council Meeting of June 19, 2018 – Fire Services Expanded**
 - a. LOI between Riverside County and City of Beaumont Approved
 - b. Expands City Fire Protection Services by Adding a Paramedic Squad
 - c. Paramedic Squad to be Converted to Full Engine Company and Housed in New West Side Fire Station
 6. **City Council Workshop of September 26, 2018 – City Council Affirms the Construction of the West Side Fire Station as a Top Priority**
 7. **City Council Meeting of August 20, 2019 – City Staff Provides Update on West Side Fire Station Project**
 - a. Report that Conceptual Design was 95% Complete
 - b. Reported that Conceptual Design was to be Presented to City Council on September 3, 2019
 8. **City Council Meeting of September 3, 2019 – Conceptual Design Accepted/Approved**
 - a. Conceptual Plan Accepted
 - b. City Council Authorized Completion of Final Design Documents (Bid Documents)
 9. **Construction Timeline – Scheduled Start of Construction is September 2020**

- a. Advertise for Bids – June 15 to July 31
- b. Award Bid – City Council Meeting of August 18, 2020
- c. Construction Schedule – September 2020 to September 2021

Construction estimates for the new fire station have been by CEDG. They estimate that construction will cost \$6.8 million to construct, excluding off-site utility, off-site roadway, and environmental remediation costs. City staff estimates the off-site and environmental remediation costs will add an additional \$2 to \$3 million. A balance of approximately \$4.8 million is available in the project funds for the on-site and off-site construction. Consequently, the City Council will need to amend the CIP to allocate another \$4 to \$5 million to the project. These additional funds are available and will come from the City's General Fund unobligated reserve balance and the City Council will be scheduled to amend the CIP by June 2020.

A recent question has arisen as to the impact that the construction of the station might have on insurability and insurance premiums for homeowners who are within proximity to the station. It is very difficult to quantify the degree to which the construction of the station will impact insurability and insurance premiums. There is not a universal methodology used by insurance providers to set rates. Each implements a unique system to evaluate risk and set premiums. This has been confirmed by City staff through discussions with members of the insurance industry, a literature review, review of information provided on the California Department of Insurance (CDI) website, and a review of fire hazard maps generated through Cal Fire and the California Public Utilities Commission.

Due California's increasing trends in property loss over the past several years, increasing numbers of homeowners across the state are experiencing insurer-initiated non-renewals and significant increases in premiums. The CDI has produced a fact sheet that documents the recent trends. Attached is a copy of the fact sheet titled, "FACT SHEET: Impact of Wildfires on Insurance Non-Renewals and Availability."

Due to the hardships to homeowners caused by the insurer actions, the State passed Senate Bill 824 that established a mandatory moratorium on non-renewals due to wildfires. This moratorium was announced by California Insurance Commissioner Ricardo Lara via a bulletin issued on December 18, 2019. The moratorium prohibits the non-renewal of insurance policies for one year after the declaration of a State emergency by the Governor and currently applies to specific zip codes throughout the State. Attached is a copy of this bulletin title, "Bulletin Pursuant to Insurance Code Section 675.1(b)."

The CDI has also documented the trend of non-renewals in moderate to very high fire risk zip codes. Their data compares recent trends in the California Fair Plan, surplus lines, and the voluntary insurance market. A copy of this comparative table is attached to this report.

CDI has documented the recent trends in the California insurance market and the State legislature has taken steps to help mitigate the immediate impacts on homeowners. Unfortunately, this data also confirms that the insurance challenges that some Beaumont homeowners have experienced are not unique this area or region.

Many insurance providers doing business in California utilize the fire hazard severity zones established by the California Department of Forestry and Cal Fire's Fire and Resource Assessment Program (FRAP) to determine wildfire risk. FRAP maps are created state-wide and show fire hazard severity zones. Fire Captain Marcus Hernandez of Cal Fire is scheduled to present the FRAP and discuss its implications for the City of Beaumont. A copy of his presentation is attached to this report.

In 2019, the City Council contracted with Cal Fire to increase fire services in order to keep pace with the City's growth. A paramedic squad has been added to the City of Beaumont and was fully staffed in January 2019. This squad will be converted to a full engine company and will be housed in the West Side Fire Station.

With the implementation of the paramedic squad, Cal Fire has been able to maintain a consistent and high level of service in the face of increasing service calls. Beginning in May 2019, Cal Fire began providing monthly emergency response statistics to City staff. During that period, monthly calls for service ranged from a low of 161 to a high of 508 with average monthly response times ranging from 4.3 to 5.5 minutes. On average Beaumont experiences 367 monthly calls and 4.8-minute average response times. Attached is a table that shows monthly fire statistics from May 1, 2019, to January 31, 2020.

Fiscal Impact:

City staff estimates that it costs approximately \$1,650 to prepare this report.

Recommended Action:

This is a City staff update and no action is requested at this time.

Attachments:

- A. Fact Sheet: Impact of Wildfire on Insurance Non-Renewals and Availability
- B. Bulleting Pursuant to Insurance Code Section 675.1(b)
- C. California Department of Insurance – Number of New, Renewed, and Non-Renewed Residential Dwelling Policies in Moderate to Very High Fire Risk ZIP Codes
- D. Presentation – Very High Fire Hazard Severity Zone Maps
- E. City of Beaumont, Monthly Fire Service Statistics – May 1, 2019 through January 31, 2020

**Location Map
West Side Fire Station**



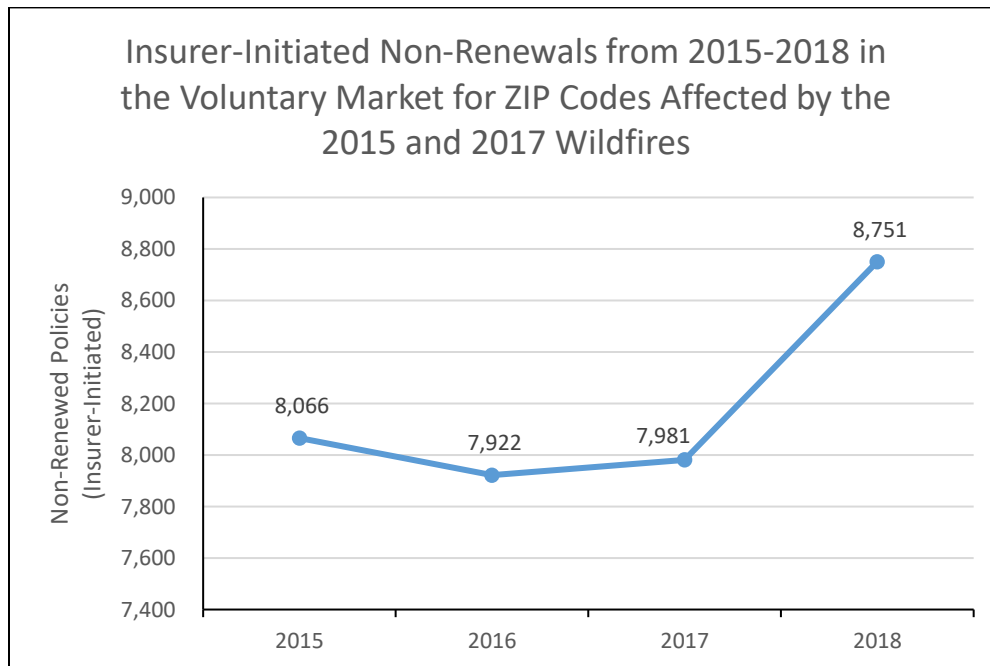
FACT SHEET: Impact of Wildfires on Insurance Non-Renewals and Availability

The Department of Insurance is seeing an increasing trend across California of the rising toll from extreme wildfires to lives and property leading to serious insurance availability issues for homeowners and local communities, especially those located in the wildland urban interface. New data collected from insurers and compiled by the Department of Insurance shows that homeowners insurance in the voluntary insurance market is becoming harder to find for many Californians. This data represents 98.3% of the homeowners' market in California from insurers that wrote \$5 million or more in premium in 2018.

Since 2015, the California Department of Insurance has conducted data calls about insurance non-renewals in order to understand the impact of extreme wildfires on the homeowners insurance market. Because the 2017 and 2018 wildfires occurred near the end of the year, the effects of these fires on the insurance market appear in the following year. Therefore, the patterns observed between 2017 and 2018 will be further impacted by the 2018 wildfires but will not be reflected until additional data is collected next year and beyond.

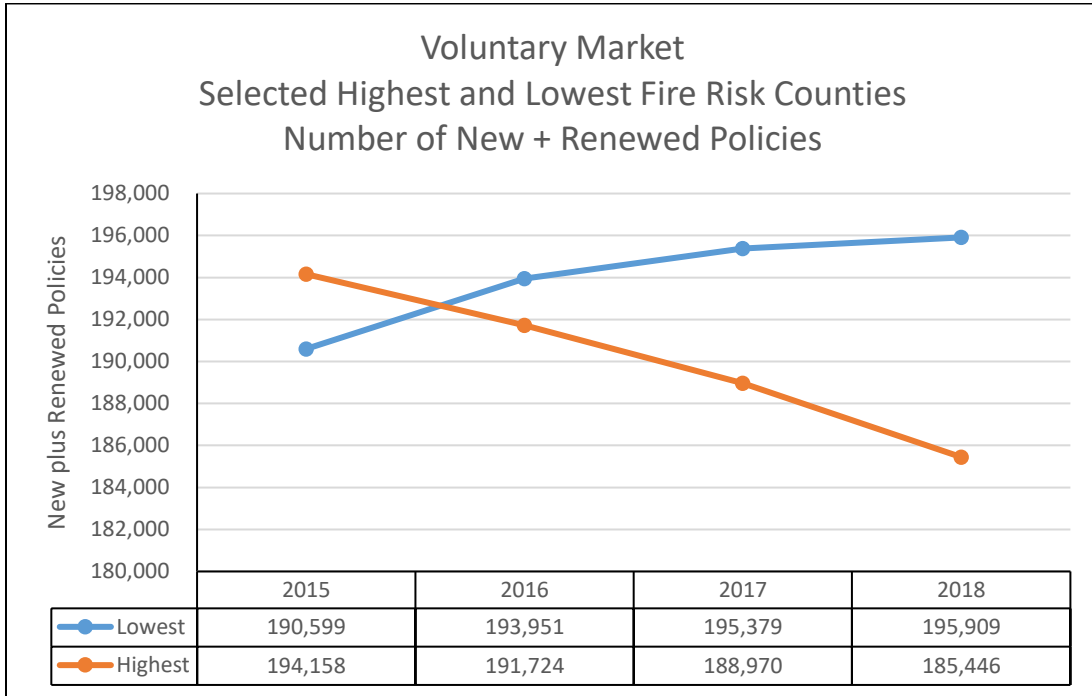
Non-renewals increasing across the wildland urban interface (WUI)

Insurer-initiated homeowner policy non-renewals in State Responsibility Areas grew by 6% from 2017 to 2018 - with zip codes affected by the devastating 2015 and 2017 fires seeing a 10% increase in non-renewals.



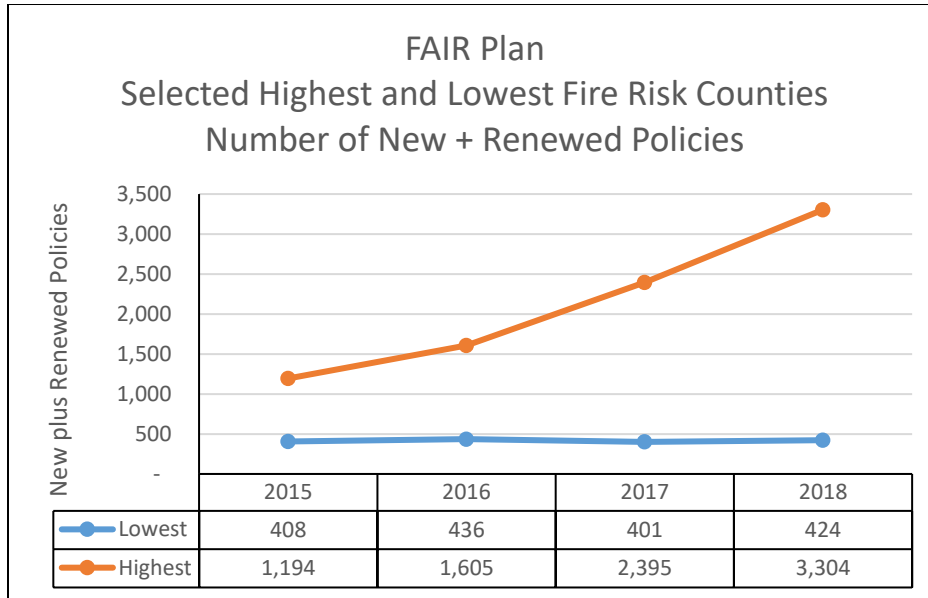
Insurance availability fell in high-risk counties

From 2015-2018, the number of new and renewed policies in the voluntary insurance market fell by 8,700 in the 10 counties with the most homes in high or very high-risk areas, namely the counties of Tuolumne, Trinity, Nevada, Mariposa, Plumas, Alpine, Calaveras, Sierra, Amador, and El Dorado, when compared to the five counties with the least homes at risk, namely the counties of Yolo, Merced, Sutter, Imperial, and Kings. While this analysis reflects those counties with the highest risk of catastrophic wildfires, the data also shows that non-renewals can happen in any high-risk area.



FAIR Plan policies saw major growth in high-risk counties

If California residents cannot obtain insurance on the voluntary market, their only options are to find insurance coverage under the FAIR Plan or from surplus lines, often at much higher costs. When looking at the 10 counties with the most homes in high or very high-risk areas, there is a steady rise in new FAIR Plan policies growing 177% between 2015 and 2018. Nearly 57% of the new FAIR Plan policies written are now written in State Responsibility Areas up from 47% in 2015. Between 2015 and 2018, the number of surplus lines policies in the State Responsibility Area increased by 49% (from 10,521 to 15,636).



California FAIR Plan Number of New Policies Written

Calendar Year	Non-State Responsibility Area	State Responsibility Area (SRA)	SRA Percentage to Total
2018	9,495	12,353	56.5%
2017	10,187	11,830	53.7%
2016	11,679	10,964	48.4%
2015	11,990	10,750	47.3%



RICARDO LARA
CALIFORNIA INSURANCE COMMISSIONER

BULLETIN PURSUANT TO INSURANCE CODE SECTION 675.1(b)

AMENDED*

TO: All Admitted and Non-Admitted¹ Insurers Writing Residential Property Insurance in California

FROM: Commissioner Ricardo Lara

DATE: December 18, 2019

RE: Mandatory Moratorium on Non-Renewals After Recent Wildfire Activity

***This bulletin supplements the bulletin of the same title issued on December 5, 2019 to provide additional information regarding ZIP Codes within or adjacent to the fire perimeters for the fires identified in the Governor's various Emergency Declarations discussed herein.**

Recent insurer actions in California have created considerable disruption for California's residents; particularly those who live in or near regions of the state potentially threatened by wildfires. The Commissioner continues to receive information from Californians who have struggled to obtain residential property insurance coverage in the voluntary market. In August of this year, the Department of Insurance published data, which shows an increasing trend of non-renewals for people at risk of wildfires.² California's property insurers are retreating from areas they identify as having higher wildfire risk.

In many communities across the state, finding affordable comprehensive fire insurance has become difficult. So difficult that real estate transactions have stalled or been cancelled. If this trend is allowed to continue, it could further disrupt local real estate markets and cause property values to decline, reducing tax revenue available for vital services to residents such as fire protection, community fire mitigation, law enforcement, road repairs, and hospitals in these communities. Commissioner Lara has met with many of these affected communities and policyholders over the last year who are facing non-renewals and rising premiums. This bulletin shall serve to notify all admitted and non-admitted insurers providing residential property insurance in this state of an important residential property owner protection set forth in California law.

As enacted by Senate Bill 824 (Lara, Chapter 616, Statutes of 2018) Insurance Code³ section 675.1, subdivision (b)(1) provides:

"An insurer shall not cancel or refuse to renew a policy of residential property insurance for a property located in any ZIP Code within or adjacent to the fire perimeter, for one year after

¹ See: <http://www.insurance.ca.gov/0250-insurers/0300-insurers/0200-bulletins/bulletin-notices-commiss-opinion/upload/2019GeneralCounsel-sLetterOpinionRegardingApplicationOfCaliforniaInsuranceCodeSections-677And678ToNon-AdmittedInsurers.pdf>.

² See: <http://www.insurance.ca.gov/0400-news/0100-press-releases/2019/release063-2019.cfm>.

³ All statutory references are to the Insurance Code, unless otherwise specified.

the declaration of a state of emergency as defined in Section 8558 of the Government Code, based solely on the fact that the insured structure is located in an area in which a wildfire has occurred. This prohibition applies to all policies of residential property insurance in effect at the time of the declared emergency.” (Emphasis added.)

Section 675.1, subdivision (d) defines “policy of residential property insurance” as follows:

“...policy residential property insurance” has the meaning described in **subdivision (a) of Section 10087.**” (Emphasis added.)

Section 10087, subdivision (a) provides:

“...**policy of residential property insurance**’ shall mean a policy insuring individually owned residential structures of not more than four dwelling units, individually owned condominium units, or individually owned mobilehomes, and their contents, located in this state and used exclusively for residential purposes or a tenant’s policy insuring personal contents of a residential unit located in this state.” (Emphasis added.)

Accordingly, no admitted or non-admitted insurer shall cancel or non-renew any homeowners, condo unit owners, mobile homeowners, or residential renters policies due to wildfire risk that are located in a ZIP Code identified by this bulletin or any subsequent bulletin as subject to Section 675.1, subdivision (b)(1).⁴

On October 11, 2019, Governor Gavin Newsom declared a state of emergency for Los Angeles and Riverside Counties due to the Saddleridge Fire in Los Angeles County, and the Eagle Fire, Sandalwood Fire, Reche Fire, and Wolf Fire in Riverside County.⁵

On October 25, 2019, Governor Newsom declared a state of emergency for Sonoma and Los Angeles Counties due to the Kincade Fire in Sonoma County and the Tick Fire in Los Angeles County.⁶

On October 27, 2019, Governor Newsom declared a state of emergency for the state of California due to extreme fire weather conditions in 43 Counties.⁷ The following fires began during the state of emergency:

- Getty Fire (Los Angeles County)
- Hill Fire, [Old] Water Fire, 46 Fire (Riverside County)
- Hillside Fire (San Bernardino County)
- Easy Fire, Maria Fire (Ventura County)
- Sky Fire, Glen Cove Fire (Solano and Contra Costa Counties)

Section 675.1, subdivision (b)(2) further provides:

“...the fire perimeter shall be determined by the Department of Forestry and Fire Protection in consultation with the Office of Emergency Services. The department shall provide the commissioner with data describing the fire perimeter sufficient **for the commissioner to determine which ZIP Codes are within or adjacent to the fire perimeter. The commissioner shall then issue a bulletin to inform insurers which ZIP Codes are subject to this subdivision.**” (Emphasis added.)

⁴ Subject to the exceptions permitted by section 675.1, subdivision (c).

⁵ See: <https://www.gov.ca.gov/wp-content/uploads/2019/10/10.11.19-State-of-Emergency-Due-to-Fires-attested.pdf>.

⁶ See: <https://www.gov.ca.gov/2019/10/25/governor-newsom-declares-state-of-emergency-in-sonoma-and-los-angeles-counties-due-to-fires/>.

⁷ See: <https://www.gov.ca.gov/wp-content/uploads/2019/10/2019-17-Fire-weather-conditions-State-of-Emergency-Signed-10.27.19.pdf>.

The Department of Forestry and Fire Protection, in consultation with the Governor's Office of Emergency Services, has provided the Commissioner with data describing the fire perimeter and the Commissioner has relied upon that data to determine which ZIP Codes are subject to Section 675.1, subdivision (b)(1).

Therefore, due to the Governor's October 11, 2019 Declaration, no admitted or non-admitted insurer shall cancel or non-renew for one year policies of residential property insurance due to wildfire risk in the following ZIP Codes:

Saddleridge Fire

91342, 91344, 91326, 91311, 91321, 91381, 93063, 91331, 91350, 91355, 91387, 91304, 91354, 91343, 91306, 91351, 91352, 91325, 91042, 91324, 91040, 91384, 91340, 91390, 91345, 93015, 93510, 93040, and 91330.

Eagle Fire

95423, 95422, 95451, 95493, 95458, 95987, 95464, 95485, 95979, and 95443.

Sandalwood Fire

92373, 92320, 92374, 92399, 92223, 92555, 92324, 92557, 92354, 92318, and 92350.

Reche Fire

92324, 92509, 92376, 92557, 92507, 92373, 92410, 92354, 92316, 92501, 92313, 92408, 92401, 92318, 92350, 92521, and 92415.

Wolf Fire

92220, 92223, 92399, 92583, 92549, 92256, 92230, 92339, and 92282.

Due to the Governor's October 25, 2019 Declaration, no admitted or non-admitted insurer shall cancel or non-renew for one year policies of residential property insurance due to wildfire risk in the following ZIP Codes:

Kincade Fire

95403, 95404, 95492, 95448, 95425, 94515, 95461, 95441, 94928, 95401, 95409, 95407, 95405, 95451, 94574, 95446, 95436, 95467, 95457, 95442, 94951, 95445, 95421, 94508, 95449, 95452, 95439, 94567, and 94576.

Tick Fire

91387, 91351, 91390, 91342, 93551, 91350, 91354, 91321, 91384, 93510, and 93532.

Due to the Governor's October 27, 2019 Declaration, no admitted or non-admitted insurer shall cancel or non-renew for one year policies of residential property insurance due to wildfire risk in the following ZIP Codes:

Getty Fire

90049, 90025, 90024, 90272, 90403, 91403, 91436, 90402, 90077, 90095, and 90073.

Hill Fire

92509, 92504, 92324, 92505, 91752, 92337, 92316, and 92501.

Maria Fire

93060, 93066, 93003, 93010, 93012, 93021, 93001, 93036, 93004, 93023, 93015, and 93022.

[Old] Water Fire

92404, 92346, 92407, 92410, 92405, 92325, and 92322.

46 Fire

92509, 92504, 92503, 92506, 92324, 92505, 92570, 92508, 91752, 92337, 92316, and 92501.

Hillside Fire

92407, 92345, 92376, 92346, 92308, 92314, 92404, 92315, 92405, 92352, 92344, 92377, 92371, 92411, 92325, 92382, 92397, 92359, 92386, 92391, 92341, 92333, 92322, 92321, 92358, 91759, 92317, 92378, and 92385.

Easy Fire

93065, 91360, 93021, 93063, 91320, 93012, 91362, 91361, 91307, 93015, and 93066.

Sky Fire

94553, 94572, 94525, 94523, 94549, 94520, 94530, 94803, 94547, 94563, 94564, 94708, and 94569.

Glen Cove Fire

94591, 94534, 94590, 94510, 94589, and 94503.

In addition, all admitted and non-admitted insurers writing residential property insurance in the state of California must offer to rescind any notices of cancellation or non-renewal issued since the Governor's October 11, 25, or 27, 2019 Declarations, respectively, and offer to reinstate or renew the policies in place at the time of Declaration, if any such notices of cancellation or nonrenewal were issued **on or after the date of the Declaration, were** due to wildfire risk, and the properties are located in ZIP Codes identified by this bulletin.

Any insurer with questions regarding this bulletin, please contact:

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CALIFORNIA DEPARTMENT OF INSURANCE
Number of New, Renewed, and Non-Renewed Residential Dwelling Policies
in Moderate to Very High Fire Risk ZIP Codes
Based on CalFire's State Responsibility Area Map

California FAIR Plan																		
Calendar Year	TOTAL (New + Renewed)				New			Renewed			Non-Renewed (Insured Initiated)				Non-Renewed (Insurer Initiated)			
	Non-State Responsibility Area	State Responsibility Area (SRA ¹)	YoY Percent Change in SRA	SRA Percentage to Total	Non-State Responsibility Area	State Responsibility Area (SRA ¹)	SRA Percentage to Total	Non-State Responsibility Area	State Responsibility Area (SRA ¹)	SRA Percentage to Total	Non-State Responsibility Area	State Responsibility Area (SRA ¹)	YoY Percent Change in SRA	SRA Percentage to Total	Non-State Responsibility Area	State Responsibility Area (SRA ¹)	YoY Percent Change in SRA	SRA Percentage to Total
2018	90,331	48,891	7.4%	35.1%	9,495	12,353	56.5%	80,836	36,538	31.1%	9,896	7,061	11.7%	41.6%	2,902	2,270	11.7%	43.9%
2017	94,801	45,511	8.1%	32.4%	10,187	11,830	53.7%	84,614	33,681	28.5%	10,444	6,322	10.4%	37.7%	2,942	2,032	-9.1%	40.9%
2016	99,075	42,117	8.0%	29.8%	11,679	10,964	48.4%	87,396	31,153	26.3%	10,785	5,729	19.2%	34.7%	3,229	2,236	1.7%	40.9%
2015	102,376	39,015		27.6%	11,990	10,750	47.3%	90,386	28,265	23.8%	10,489	4,805		31.4%	3,452	2,198		38.9%

Surplus Lines											
Calendar Year	TOTAL (New + Renewed)				New			Renewed			
	Non-State Responsibility Area	State Responsibility Area (SRA ¹)	YoY Percent Change in SRA	SRA to State Percentage	Non-State Responsibility Area	State Responsibility Area (SRA ¹)	SRA to State Percentage	Non-State Responsibility Area	State Responsibility Area (SRA ¹)	SRA to State Percentage	
2018	4,120	15,636	13.9%	79.1%	1,726	6,502	79.0%	2,394	9,134	79.2%	
2017	3,955	13,726	9.3%	77.6%	1,521	5,136	77.2%	2,434	8,590	77.9%	
2016	4,047	12,560	19.4%	75.6%	1,620	5,798	78.2%	2,427	6,762	73.6%	
2015	3,791	10,521		73.5%	1,590	4,886	75.4%	2,201	5,635	71.9%	
2014	11,179	7,895		70.6%	5,114	3,736	73.1%	6,065	4,159	68.6%	
2013	9,525	6,373		66.9%	5,284	3,762	71.2%	4,241	2,611	61.6%	
2012	6,386	3,951		61.9%	2,885	1,874	65.0%	3,501	2,077	59.3%	

Voluntary Market																		
Calendar Year	TOTAL (New + Renewed)				New			Renewed			Non-Renewed (Insured Initiated)				Non-Renewed (Insurer Initiated)			
	Non-State Responsibility Area	State Responsibility Area (SRA ¹)	YoY Percent Change in SRA	SRA Percentage to Total	Non-State Responsibility Area	State Responsibility Area (SRA ¹)	SRA Percentage to Total	Non-State Responsibility Area	State Responsibility Area (SRA ¹)	SRA Percentage to Total	Non-State Responsibility Area	State Responsibility Area (SRA ¹)	YoY Percent Change in SRA	SRA Percentage to Total	Non-State Responsibility Area	State Responsibility Area (SRA ¹)	YoY Percent Change in SRA	SRA Percentage to Total
2018	4,240,392	4,302,128	-0.1%	50.4%	470,595	501,214	51.6%	3,769,797	3,800,914	50.2%	356,272	375,388	-1.4%	51.3%	79,383	88,187	5.5%	52.6%
2017	4,240,015	4,305,414	0.4%	50.4%	484,090	502,946	51.0%	3,755,925	3,802,468	50.3%	368,747	380,723	2.8%	50.8%	78,497	83,551	-3.8%	51.6%
2016	4,214,126	4,286,163	1.1%	50.4%	477,244	497,356	51.0%	3,736,882	3,788,807	50.3%	356,935	370,215	2.7%	50.9%	80,552	86,807	-3.1%	51.9%
2015	4,162,906	4,238,488		50.4%	471,578	483,109	50.6%	3,691,328	3,755,379	50.4%	358,165	360,398		50.2%	84,774	89,571		51.4%

DEMOGRAPHICS: Estimate Total Households ²

Calendar Year	Non-State Responsibility Area	State Responsibility Area (SRA ¹)	YoY Percent Change in non-SRA	YoY Percent Change in SRA
2018	7,664,665	5,671,402	0.6%	0.5%
2017	7,621,141	5,642,963	1.8%	1.9%
2016	7,489,086	5,540,200	1.0%	0.4%
2015	7,412,658	5,519,808		

¹ State Responsibility Area (SRA): CalFire created a fire map depicting moderate to very high fire hazard severity zones in California that was adopted on November 7, 2007. We were able to conjoin the fire zones with ZIP codes to identify the ZIP codes affected. However, we have no means to determine to which extent.

² A household is composed of one or more people who occupy a housing unit. Keep in mind that these housing units also include apartment complexes which are normally insured under a commercial policy.



Very High Fire Hazard Severity Zone Maps





The California Department of Forestry and Fire Protection's Fire and Resource Assessment Program (FRAP) assesses the amount and extent of California's forests and rangelands, analyzes their conditions and identifies alternative management and policy guidelines.

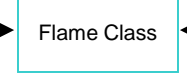
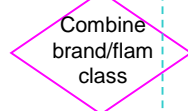
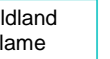
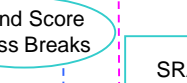
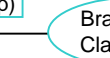
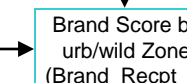
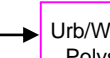
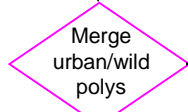
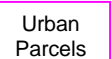
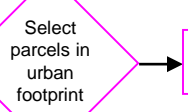
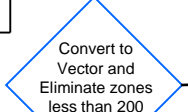
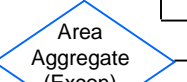
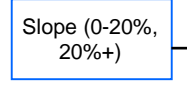
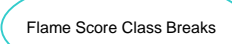
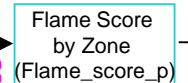
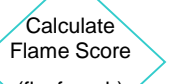
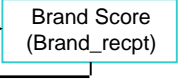
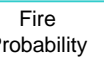
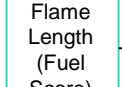
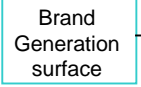
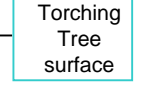
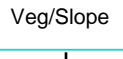
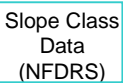
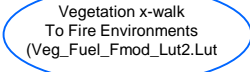
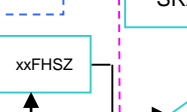
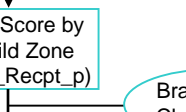
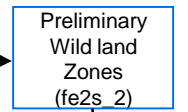
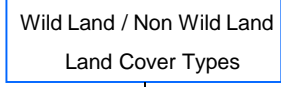
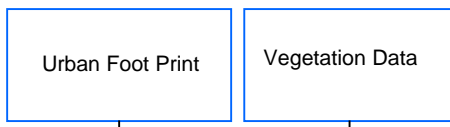
• FRAP Staff Includes:

- Research Analyst (GIS)
- Research Program Specialist (Economics)
- Program/ Research Manager
- Research Program Specialist (Urban Forestry Economics)
- Research Analyst
- Environmental Scientist (3)
- Research Program Specialist (GIS)
- Staff Service Analyst (2)
- Environmental Scientist (Fire and Biodiversity)
- Research Program Specialist (Remote Sensing/ Vegetation/ Fire)
- Research Program Specialist (Fire Modeling and Behavior)
- Climate Change and Forest Inventory Specialist
- Research Program Specialist (Remote Sensing/ Watershed)



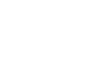
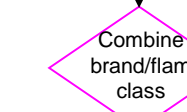
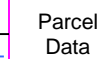
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Create Wild Land and Urban Zones

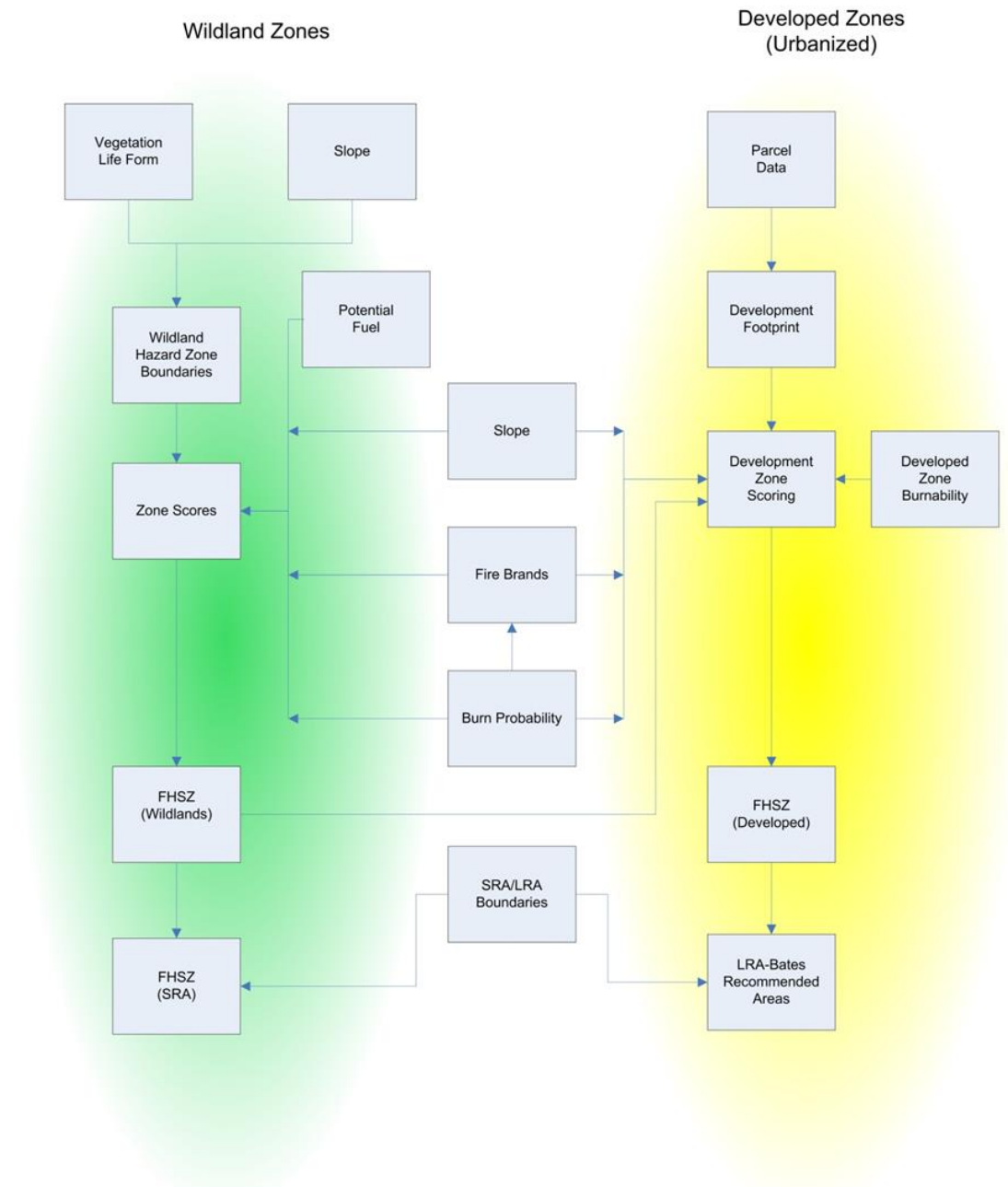


Score Urban Zones

Score Wild Land Zones



FIRE HAZARD SEVERITY ZONING MODEL STRUCTURE

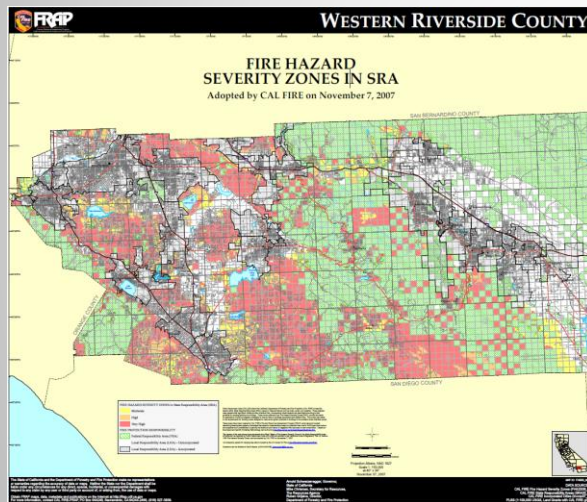


Hazard vs. Risk

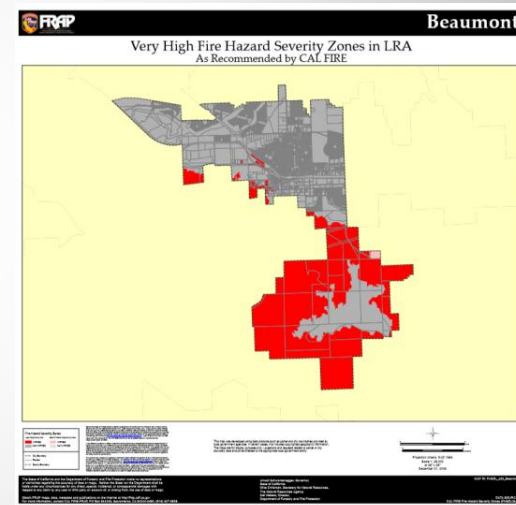
- Hazard
 - Physical conditions that can cause damage.
 - (Fixed)
- Risk
 - Expected damage a particular hazard is estimated to produce.
 - (Variable)
- **CA GC 51178:** The director shall identify areas in the state as very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where Santa Ana, Mono, and Diablo winds have been identified by the Department of Forestry and Fire Protection as a major cause of wildfire spread.

LRA Very High Fire Hazard Severity Zones

There are two sets of Fire Hazard Severity Zone Maps



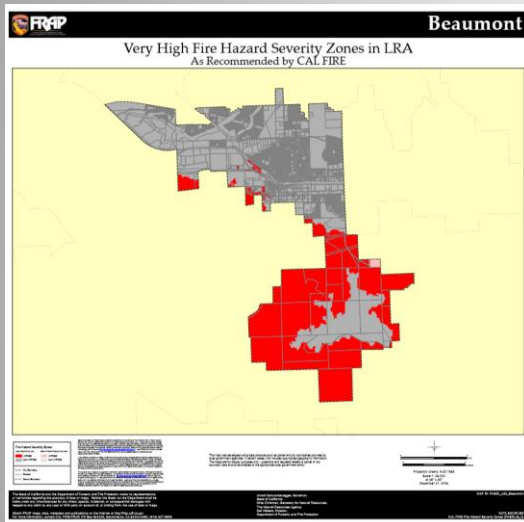
SRA Maps








LRA Maps

LRA Very High Fire Hazard Severity Zones

VHFHSZ in the LRA



FIRE HAZARD SEVERITY ZONES

Local Responsibility Area		State or Federal Responsibility Area	
	VHFHSZ		VHFHSZ
	Non-VHFHSZ		Non-VHFHSZ
 Incorporated Cities			

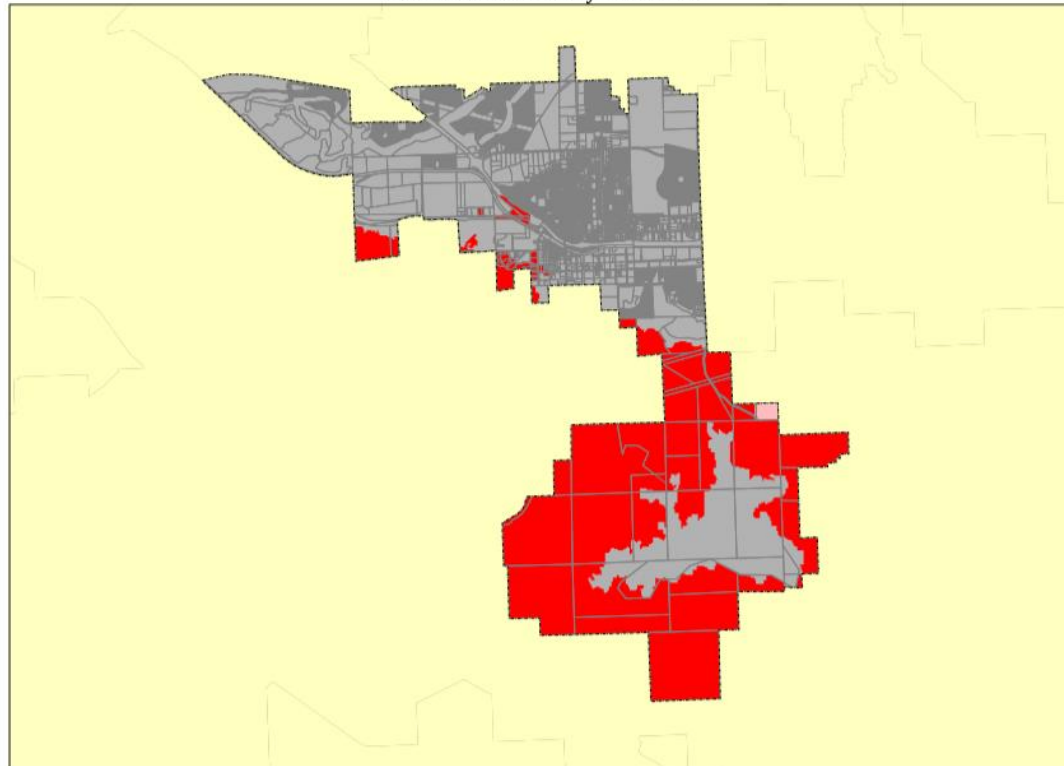
- Bates Bill (AB 337 1992)
- Requires CAL FIRE to work with LG and recommend LRA fire hazard severity zones
- Director makes draft LRA recommendations
- Local government must make the recommendations available for public review
- Local government can include additional based on substantial evidence
- Local governments have 120 days to adopt the maps by ordinance

Beaumont VHFHSZ (LRA)



Beaumont

Very High Fire Hazard Severity Zones in LRA As Recommended by CAL FIRE



The Hazard Severity Zones

Very High	High	Medium	Low
Red	Orange	Yellow	Light Green
City Boundary	County Boundary	Water	Other

Very High Fire Hazard Severity Zones (VHFHSZ) are areas where the potential for catastrophic fire loss is high. These areas are identified based on a combination of factors including fuel load, topography, and exposure. The map is intended for informational purposes only and should not be used as a basis for any legal or financial decisions. For more information, contact CAL FIRE at 925-938-2200.

This map was developed using data provided by the City of Beaumont and other local government agencies. The map is for informational purposes only and should not be used as a basis for any legal or financial decisions. For more information, contact CAL FIRE at 925-938-2200.



The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, indirect, incidental or consequential damages with respect to any claim by any user of this data or map.

City of Beaumont, California
Department of Forestry and Fire Protection
CAL FIRE

MAP ID: 0423_131_Beaumont

DATE SOURCES: CAL FIRE Fire Hazard Severity Zones (0423_04_0)

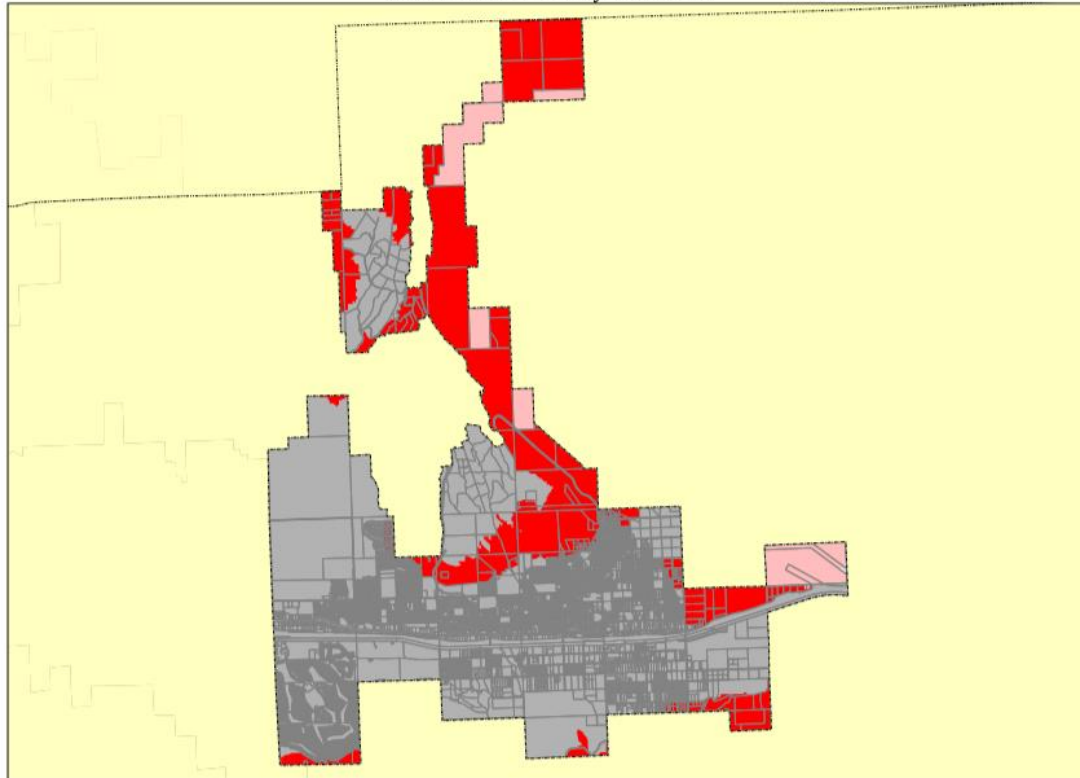


Banning VHFHSZ (LRA)



Banning

Very High Fire Hazard Severity Zones in LRA As Recommended by CAL FIRE



The Hazard Severity Zones
 VHFHSZ
 HHSZ
 MHSZ
 LHSZ
 UHSZ
 City Boundary
 County Boundary

Legend for map symbols and colors.

This map was developed using data provided as a partial and city boundaries provided by local government agencies. In certain cases, the values and/or the geographic information. The map is for display purposes only. Accuracy and legend should be used as a guide to the appropriate local government entity.



The State of California and the Department of Forestry and Fire Protection make no representation or warranty regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

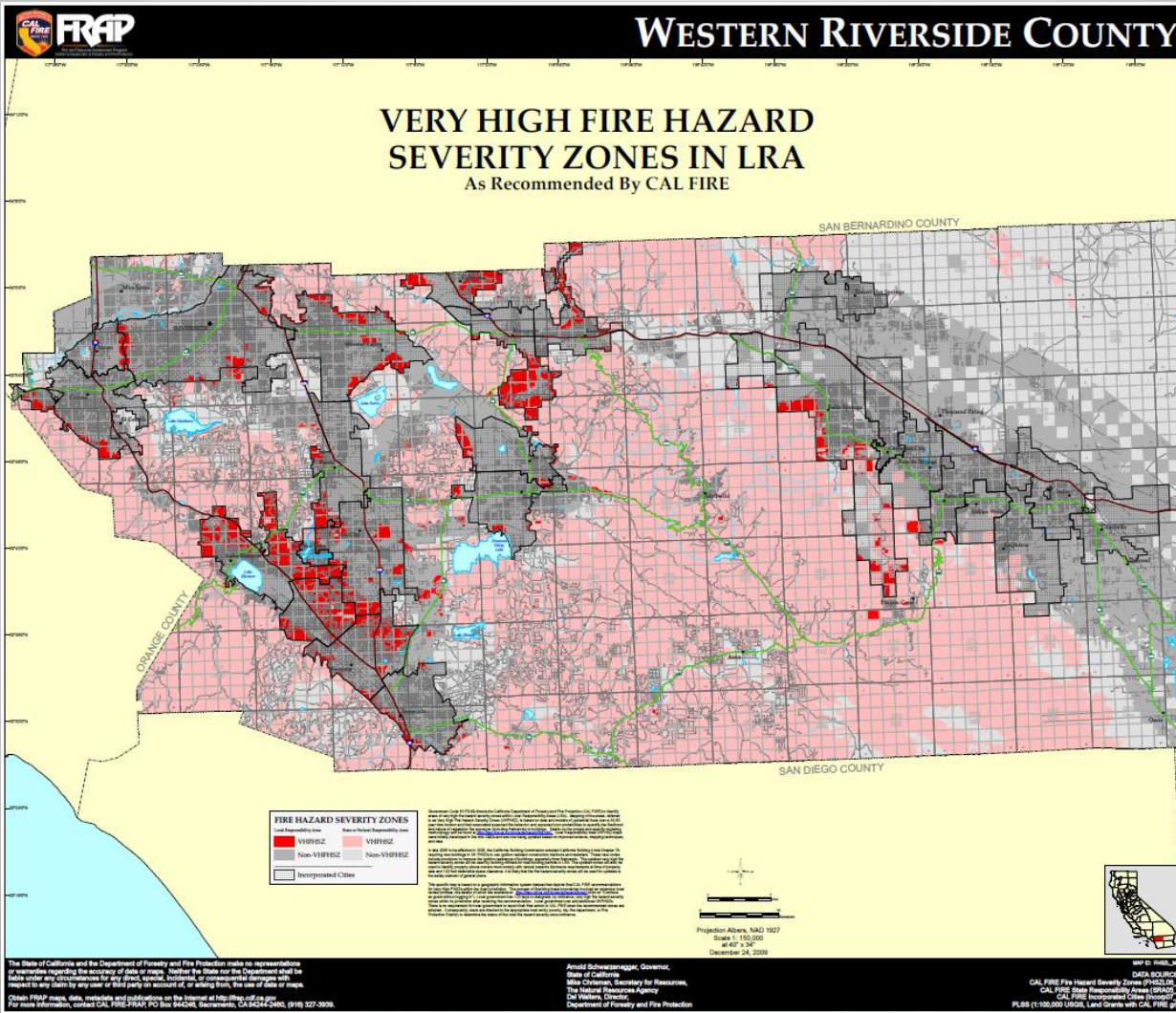
State of California
 Department of Forestry and Fire Protection
 900 Capitol Mall, Sacramento, CA 95834-0001, (916) 227-1828

MAP ID: FR2012_001_Banning

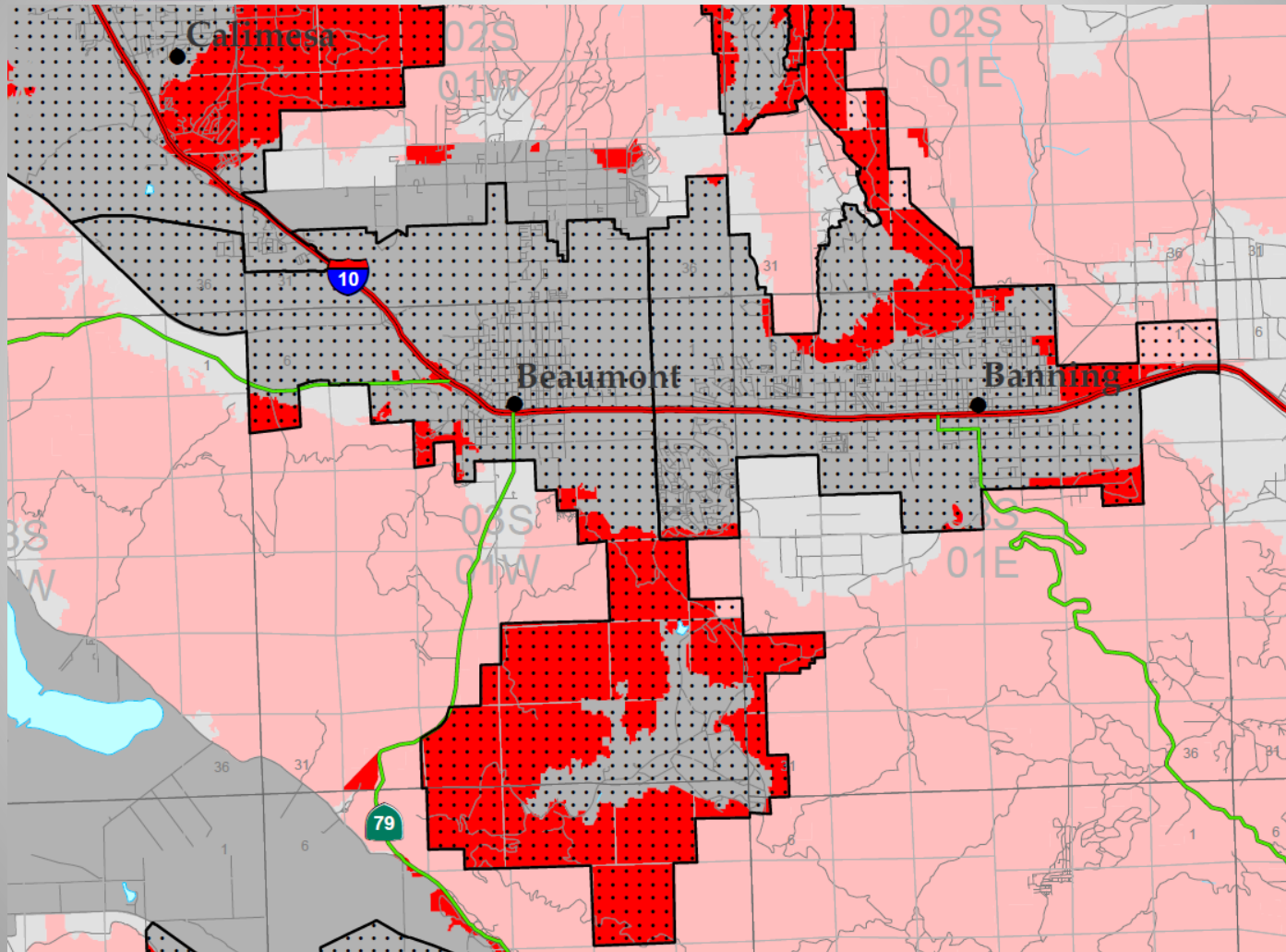
DATA SOURCES
 CAL FIRE Fire Hazard Severity Zones (FH2012_001_0)



Western Riverside County VHFHSZ (SRA/ LRA)



Beaumont/ Banning



What is Required in the VHFHSZ?

- More comprehensive building construction and vegetation mitigation standards:
 - California Building Code (Chapter 7A): MATERIALS AND CONSTRUCTION METHODS FOR EXTERIOR WILDFIRE EXPOSURE
 - CA Public Resource Code 4290 (July 01, 2021)
 - (Board of Forestry and Fire Protection Fire Safe Regulations)
 - Road Standards
 - Signage
 - Private Water Supply
 - Fuel Breaks and Greenbelts
 - Compliance with CA Government Codes 51175-51189
 - CA Government Code 51182: (Vegetation Clearance Requirements)



2019 Changes to Map Adoption

California Government Code 51175-51189

51179.

- (a) A local agency shall designate, by ordinance, very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the director pursuant to subdivisions (b) and (c) of Section 51178.
- (b) A local agency may, at its discretion, may **include** areas within the jurisdiction of the local agency, not identified as very high fire hazard severity zones by the director, as **very** high fire hazard severity zones following a finding supported by substantial evidence in the record that the requirements of Section 51182 are necessary for effective fire protection within the area.
- (c) The local agency shall transmit a copy of an ordinance adopted pursuant to subdivision (a) to the State Board of Forestry and Fire Protection within 30 days of adoption.
- (d) Changes made by a local agency to the recommendations made by the director shall be final and shall not be rebuttable by the director.



LRA Very High Fire Hazard Severity Zones

California Government Code 51175-51189

51179 (cont.)

(e) The State Fire Marshal shall prepare and adopt a model ordinance that provides for the establishment of very high fire hazard severity zones.

(f) Any ordinance adopted by a local agency pursuant to this section that substantially conforms to the model ordinance of the State Fire Marshal shall be presumed to be in compliance with the requirements of this section.

(g) A local agency shall post a notice at the office of the county recorder, county assessor, and county planning agency identifying the location of the map provided by the director pursuant to Section 51178. If the agency amends the map, pursuant to subdivision (b) or (c) of this section, the notice shall instead identify the location of the amended map.



LRA Very High Fire Hazard Severity Zones

California Government Code 51175-51189

The local government must meet additional requirements upon adoption

1. [Gov. Code 51182](#): Requires the landowner to maintain defensible space, **and** the building official to provide certification to the owner/ insurance company that construction complies with current code
2. [Gov. Code 51183.5](#): Disclosure of property being in a VHFHSZ by the transferor via the Local Option Real Estate Disclosure Statement or the Natural Hazard Disclosure Statement (Calif. Civil Code 1103)
3. [Gov. Code 51189](#): Dictates the State Fire Marshal, CAL FIRE, and HCD to create building design and construction requirements that use fire resistant building materials, known as [Chapter 7A of California Building Code](#): Materials and Construction Methods for Exterior Wildfire Exposure



LRA Very High Fire Hazard Severity Zones

VHFHSZ in LRA also Triggers: California Building Code Chapter 7A

- Materials and construction methods for exterior wildfire exposure
- Spells out requirements for roofs, eaves, siding, etc.
- Enforced by the agency reviewing and permitting the new development
- Applies to new buildings located in ALL SRA and any LRA that is a VHFHSZ or any Wildland-Urban Interface Fire Area designated by the enforcing agency
- Exception: Additions to and remodels of buildings originally constructed prior to the applicable application date.
- Allows for jurisdictions to require fire protection plans when needed



LRA Very High Fire Hazard Severity Zones

Summary

LRA with the designation of VHFHSZ and all SRA require additional fire safe measures.



City of Beaumont
Monthly Fire Service Statistics - May 1, 2019 through January 31, 2020

Month	Year	Incidents									Average Response Time
		Medical		Traffic Accident		False Alarm		Fire Call		TOTAL	
		Number	%	Number	%	Number	%	Number	%		
May	2019	107	66.5%	28	17.4%	14	8.7%	5	3.1%	161	4.3
June	2019	265	64.6%	42	10.2%	42	10.2%	36	8.8%	410	4.8
July	2019	273	59.3%	33	7.2%	30	6.5%	74	16.1%	460	5.0
August	2019	282	55.5%	56	11.0%	57	11.2%	63	12.4%	508	4.0
September	2019	249	76.1%	26	8.0%	22	6.7%	5	1.5%	327	4.7
October	2019	249	70.3%	27	7.6%	37	10.5%	11	3.1%	354	4.9
November	2019	256	73.8%	21	6.1%	35	10.1%	6	1.7%	347	4.7
December	2019	276	79.5%	17	4.9%	14	4.0%	7	2.0%	347	5.5
January	2020	294	79.2%	24	6.5%	23	6.2%	9	2.4%	371	5.0

Note: Fire Call counts are comprised of structure, vehicle and wildland fire incidents.

Source: Monthly Emergency Incidents Statistics Report, Cal Fire/Riverside County Fire Department.



Staff Report

TO: Mayor, and City Council Members
FROM: Todd Parton, City Manager
DATE: March 3, 2020
SUBJECT: **Proposed Refunding of Outstanding Bonds Related to Improvement Areas 7B, 7C, 8C, 17B and 20 of Community Facilities District No. 93-1**

Background and Analysis:

In 1993, the City of Beaumont ("City") formed Community Facilities District No. 93-1 ("District") and established 13 original improvement areas. Over the years, the City has established additional improvement areas in the District, including **7B, 7C, 8C, 17B** and **20**, for which bonds were subsequently issued to finance public improvements.

The City continues to be proactive in monitoring outstanding bonds for refunding candidates and given the historic low interest rate environment, there is currently an opportunity to refinance the outstanding bonds associated with the aforementioned improvement areas to generate savings for property owners.

- **Improvement Area ("IA") 7B and IA 7C:** In May 2012, the Beaumont Financing Authority ("BFA") issued the 2012 Local Agency Revenue Bonds, Series C ("2012C Bonds") in the par amount of \$3,655,000 to finance improvements in IA 7B and IA 7C, both of which are located in the Four Seasons master planned community. Currently, there is \$3,385,000 of par outstanding of the 2012C Bonds. The 2012C Bonds were structured with a final term of 2039 and a final interest rate of 5.250%. The call date of the 2012C Bonds is September 1, 2022.
- **IA 8C:** In March 2012, the BFA issued the 2012 Local Agency Revenue Bonds, Series A ("2012A Bonds") in the par amount of \$5,650,000 to finance improvements in IA 8C, which is located in the Sundance master planned community. Currently, there is \$5,605,000 of par outstanding. The 2012A Bonds were structured with a final term of 2042 and a final interest rate of 5.875%. The call date of the 2012A Bonds is September 1, 2022.
- **IA 17B:** In December 2011, the BFA issued the 2011 Local Agency Revenue Bonds, Series A ("2011A Bonds") in the par amount of \$12,145,000 to finance

improvements in IA 17B, which is located in the Tournament Hills master planned community. Currently, there is \$11,930,000 of par outstanding. The 2011A Bonds were structured with a final term of 2042 and a final interest rate of 6.375%. The call date of the 2011A Bonds is September 1, 2021.

- **IA 20:** In April 2012, the BFA issued the 2012 Local Agency Revenue Bonds, Series B (“2012B Bonds”) in the par amount of \$3,265,000 to finance improvements in IA 20, which is located in the neighborhood Aspen Creek. Currently, there is \$2,955,000 of par outstanding. The 2012B Bonds were structured with a final term of 2035 and a final interest rate of 5.950%. The call date of the 2012B Bonds is September 1, 2022.

A more detailed overview of the Outstanding Bonds and the underlying improvement areas is provided below.

<u>Issue</u>	<u>Area</u>	<u>Parcels</u>	<u>Date</u>	<u>Par Value Outstanding</u>	<u>Final Term</u>	<u>Final Rate</u>	<u>Optional Call</u>	<u>Ratings</u>
2011A Bonds	IA-17B	388	Dec 2011	\$11,930,000	2042	6.375%	Sept 1, 2021	Non-Rated
2012A Bonds	IA-8C	686	Mar 2012	\$5,605,000	2042	5.875%	Sept 1, 2022	
2012B Bonds	IA-20	106	Apr 2012	\$2,955,000	2035	5.950%	Sept 1, 2022	
2012C Bonds	IA-7B	237	Jun 2012	\$1,775,000	2039	5.250%	Sept 1, 2022	
	IA-7C	318		\$1,610,000	2039	5.250%	Sept 1, 2022	
TOTALS		1,735		\$23,875,000				

As previously mentioned, given the high interest rate environment at the time of issuing the improvement area 7B, 7C, 8C, 17B, and 20 bonds (together, the “Outstanding Bonds”), there is an opportunity to refinance the Outstanding Bonds today at a much lower interest rate to generate savings for property owners.

Because the Tax Cuts and Jobs Act of 2017 (the “Act”) eliminated the tax exemption for interest on advance refunding bonds (refunding bonds issued more than 90 days before the optional call date), the proposed bonds contemplate refinancing the Outstanding Bonds on a *taxable* basis. Refinancing the Outstanding Bonds today on a taxable basis does not preclude the City from refinancing on a tax-exempt basis in the future.

Given the favorable taxable interest rate environment (30-year US Treasury rate of 1.79%, as of February 27, 2020), many issuers have pursued taxable advance refundings since 2017.

City staff and the City’s consulting team continue to monitor the outstanding CFD debt for opportunities to refinance them for savings. Mr. Tom Jacob of Stifel identified these specific issues and presented them to City staff for consideration since they provide an opportunity to take advantage of existing market conditions and have the potential to

realize some significant savings for the homeowners. At City Council's direction, City staff and the financing team will prepare the necessary documents and return to City Council and the Beaumont Public Improvement Authority for consideration, most likely mid-May.

Discussion

Given the opportunity to strengthen the underlying credit of the refunding bonds and achieve economies of scale, the refunding contemplates an issuance through the Beaumont Public Improvement Authority ("PIA"). This structure is like the one utilized by the City in August 2019 for the Local Agency Refunding Bonds, Series 2019A, which ended up saving individual homeowners nearly \$2.0 million in interest costs over a 13-year period.

The proposed Beaumont PIA Local Agency Revenue Refunding Bonds, Series 2020A (Federally Taxable) ("2020 Refunding Bonds") would be in a par amount of approximately \$23.1 million with a final maturity in 2042. However, each underlying obligation would maintain the same final maturity for each of the improvement areas under consideration. In other words, there will be no extension of the original terms. The final interest rate structure will be determined if, and when, the 2020 Refunding Bonds are priced and sold. The pricing date is estimated to be late-May or early June, assuming interest rates meet the City's savings threshold, as further described below.

While the Outstanding Bonds are not currently rated, the 2020 Refunding Bonds may qualify for an investment grade rating and bond insurance, which would lead to a lower cost of borrowing (and potentially more savings to property owners). Furthermore, the 2020 Refunding Bonds may also qualify for a reserve fund surety policy. With a reserve fund surety policy, the 2020 Refunding Bonds would not need to cash fund a debt service reserve (estimated to be \$2.3 million) as part of the issuance. This would enable the City to downsize the 2020 Refunding Bonds, lower annual payments and increase savings to property owners.

Based on taxable interest rates as of February 27, 2020, total estimated savings over the life of the 2020 Refunding Bonds is \$11.2 million. Net present value (NPV) savings is \$5.2 million, or 21.7% as measured against par value refunded. To put estimated NPV percent savings into context, GFOA (Government Finance Officers Association) Best Practices frequently mentions between 3-5% NPV savings to determine the appropriateness of a refinancing. Nevertheless, staff recommends setting a minimum NPV savings threshold of 7% on the Outstanding Bonds.

The interest rate savings combined with the reduction of the bond size would produce aggregate annual cash flows savings that would range between \$380,000 and \$550,000 over the next 22 years (2021-2042). Estimated savings are net of all financing costs (including the cost of procuring bond insurance and a reserve fund surety policy). The table below highlights detailed savings based upon current interest rates.

Estimated Savings: Improvement Areas 7B, 7C, 8C, 17B and 20

	<u>IA 7B</u>	<u>IA 7C</u>	<u>IA 8C</u>	<u>IA 17B</u>	<u>IA 20</u>	<u>TOTALS</u>
Parcels	237	318	686	388	106	1,735
Par Amount	\$1,730,000	\$1,580,000	\$5,545,000	\$11,400,000	\$2,840,000	\$23,095,000
True Interest Cost	2.97%	2.97%	3.17%	3.08%	2.78%	3.07%
NPV Savings (\$)	\$177,111	\$161,188	\$1,150,597	\$3,360,706	\$331,147	\$5,180,750
NPV Savings (%)	9.98%	10.01%	20.53%	28.17%	11.21%	21.70%
Annual Savings (2021-Mat)	\$26,977	\$23,782	\$119,827	\$303,786	\$60,475	\$508,683
Annual Savings Per Parcel	\$114	\$75	\$175	\$783	\$571	\$293
Aggregate Savings	\$512,558	\$451,853	\$2,636,199	\$6,683,282	\$907,124	\$11,191,017

Fiscal Impact:

There is no cost to the City to approve moving forward with the proposed 2020 Refunding Bonds. If, and when, the 2020 Refunding Bonds price, the property owners are estimated to save between \$75 (IA 7C) and \$783 (IA 17B) per parcel annually through 2042, as illustrated above, based on current market conditions. The estimated aggregate NPV savings is \$5.2 million (or 21.7% or par value refunded). The savings quoted above are net of all financing costs (including the cost of purchasing bond insurance and a reserve fund surety policy).

Recommended Action:

The City Council acting as the legislative body of the Community Facilities District 93-1 authorize City staff and the City’s financing team to pursue the issuance of the proposed 2020 Refunding Bonds, based on the estimated savings analysis completed on February 27, 2020. As previously mentioned, given the volatility in the marketplace, staff recommends setting a minimum NPV savings threshold equal to 7% of the par value refunded for each of the Outstanding Bonds.



City of Beaumont, California

Proposed Refunding of Outstanding Bonds

(CFD 93-1 Improvement Areas 7B, 7C, 8C, 17B and 20)

City Council Presentation

Date of Presentation: March 3, 2020

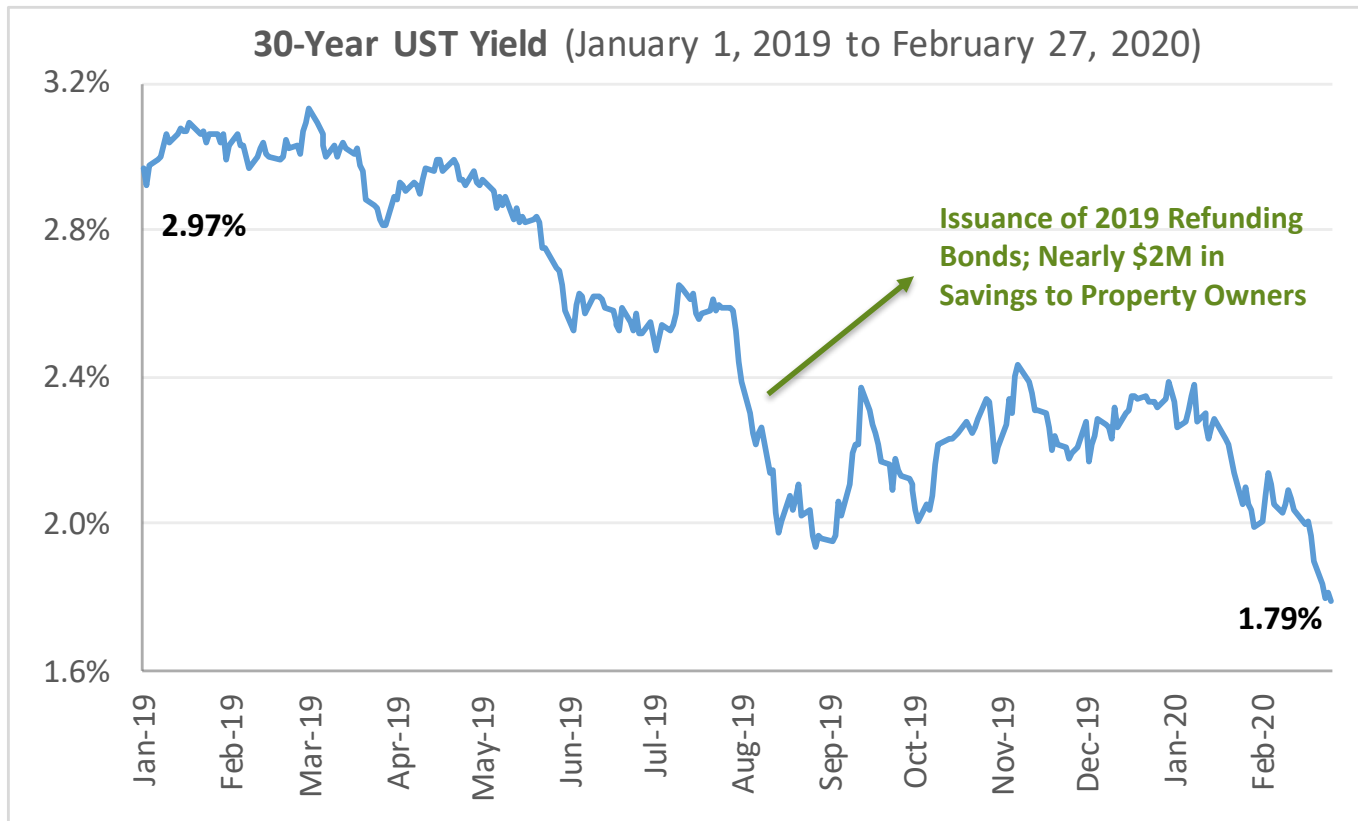
Proposed Refunding: Record Low Interest Rate Environment



Over the Past Year, Interest Rates have Continued to Set Record Low Levels

- 30-Year US Treasury Yield has Declined from 2.97% on Jan 1, 2019 to 1.79% on Feb 27, 2020
- *What is Driving the Recent Decline in Interest Rates?* Coronavirus Impact on Global Economy

Staff Continues to be Proactive in Monitoring Outstanding Refunding Candidates



Proposed Refunding: Outstanding CFD 93-1 Bonds



2011A, 2012A, 2012B and 2012C CFD Bonds Structured with 10-Year Optional Call Dates at the Time of Issuance

- September 1, 2021 (2011A) and September 1, 2022 (2012A/B/C)

Post 2017 Tax Reform, Tax-Exempt Advance Refundings Are No Longer Permitted

- However, Issuers can Advance Refund on a **Taxable** Basis
- Note: 30-Year UST Rate of 1.79% (Feb 27, 2020); 30-Year Tax-Exempt Rates have been Higher 99% of the Time since January 1, 1990

Upcoming Callable Bonds: 2011A, 2012A, 2012B and 2012C Bonds

Issue	Impt Area	Parcels	% Develop	Date	Outstanding	Final Mat	Final Coup	Call Date	Ratings
2011A Bonds	IA-17B	388	99.5%	Dec 2011	\$11,930,000	2042	6.375%	Sept 1, 2021	Non-Rated
2012A Bonds	IA-8C	686	100.0%	Mar 2012	\$5,605,000	2042	5.875%	Sept 1, 2022	
2012B Bonds	IA-20	106	100.0%	Apr 2012	\$2,955,000	2035	5.950%	Sept 1, 2022	
2012C Bonds	IA-7B	237	99.5%	Jun 2012	\$1,775,000	2039	5.250%	Sept 1, 2022	
	IA-7C	<u>318</u>	<u>98.1%</u>		<u>\$1,610,000</u>	2039	5.250%	Sept 1, 2022	
TOTALS		1,735	99.5%		\$23,875,000				

City would Have to Wait 2+ Years (2022) to Refinance Above Bonds on a Tax-Exempt Basis

Proposed Refunding: Estimated Savings



Structuring Solutions to Maximize Savings (Similar to 2019 Pooled CFD Refunding Bonds)

- ✓ Refinance through Beaumont PIA to Enhance the Credit and Create Economies of Scale
- ✓ Obtain Underlying Credit Rating from S&P (Prior Bonds were Structured without a Rating)
- ✓ Apply for Bond Insurance/Surety Reserve Fund

Estimated Savings: Improvement Areas 7B, 7C, 8C, 17B and 20

<u>Improvement Area</u>	<u>IA 7B</u>	<u>IA 7C</u>	<u>IA 8C</u>	<u>IA 17B</u>	<u>IA 20</u>	<u>TOTALS</u>
Parcels	237	318	686	388	106	1,735
Par Amount	\$1,730,000	\$1,580,000	\$5,545,000	\$11,400,000	\$2,840,000	\$23,095,000
True Interest Cost	2.97%	2.97%	3.17%	3.08%	2.78%	3.07%
NPV Savings (\$)	\$177,111	\$161,188	\$1,150,597	\$3,360,706	\$331,147	\$5,180,750
NPV Savings (%)	9.98%	10.01%	20.53%	28.17%	11.21%	21.70%
Annual Savings (2021-Mat)	\$26,977	\$23,782	\$119,827	\$303,786	\$60,475	\$508,683
Annual Savings Per Parcel	\$114	\$75	\$175	\$783	\$571	\$293
Aggregate Savings	\$512,558	\$451,853	\$2,636,199	\$6,683,282	\$907,124	\$11,191,017

Breakeven Analysis: If the City Waits 2 Years, How Much Could Tax-Exempt Interest Rates Increase Before Estimated Savings Equal the Proposed Taxable Refunding? 0.95%

Proposed Refunding: Estimated Timeline of Events



- **If Council Approves Moving Forward, Item would be Back for Council's Final Approval in Early May**
- **Dates Provided Below are Tentative; Subject to Change**

Date	Action
March 3, 2020	Council Consideration of Refinancing
April 15, 2020	Call with Rating Agencies to Discuss Credit
April 22, 2020	Receive Credit Rating
May 5, 2020	Council Approval of Refinancing
May 6, 2020	Post Investor Offering Document
May 12, 2020	Pricing
May 13, 2020	Closing



Staff Report

TO: Mayor, and City Council Members
FROM: Jeff Hart, Public Works Director
DATE: March 3, 2020
SUBJECT: **Award the Public Works Agreement to Match Corporation for Construction Services of the FY 19/20 Street CIP Program in an Amount Not to Exceed \$2,618,032, and Authorize the City Manager to Sign Change Orders up to an Additional \$261,804 for a Total Not to Exceed Construction Budget of \$2,879,836**

Background and Analysis:

On June 19, 2018, City Council adopted Resolution No. 2018-26, adopting the five-year Capital Improvement Plan (CIP) for fiscal years 18/19 through 22/23. On August 27, 2019, City Council provided guidance on CIP project priorities, subsequently, City staff prepared the FY 19/20 Street CIP Program (Program). The Program consists of several CIP projects packaged together to obtain competitive pricing and maximize available resources and funding. Similar CIP projects were grouped together to create three construction projects, which include the following CIP Projects:

Construction Project #	CIP #	CIP NAME
I	2018-004	Beaumont Ave Reconstruction Project
I	2019-002	Annual Citywide Street Rehab FY 19/20 Project
II	2018-003	Annual Citywide Street Rehab FY 18/19 Project (Alley)
III	2018-001	Annual Slurry Seal FY 18/19 Project
III	2019-001	Annual Slurry Seal FY 19/20 Project

The Program was advertised on January 14, 2020, and bids were received and opened on February 14, 2020. Staff received three (3) sealed bids for construction services, as summarized and ranked below:

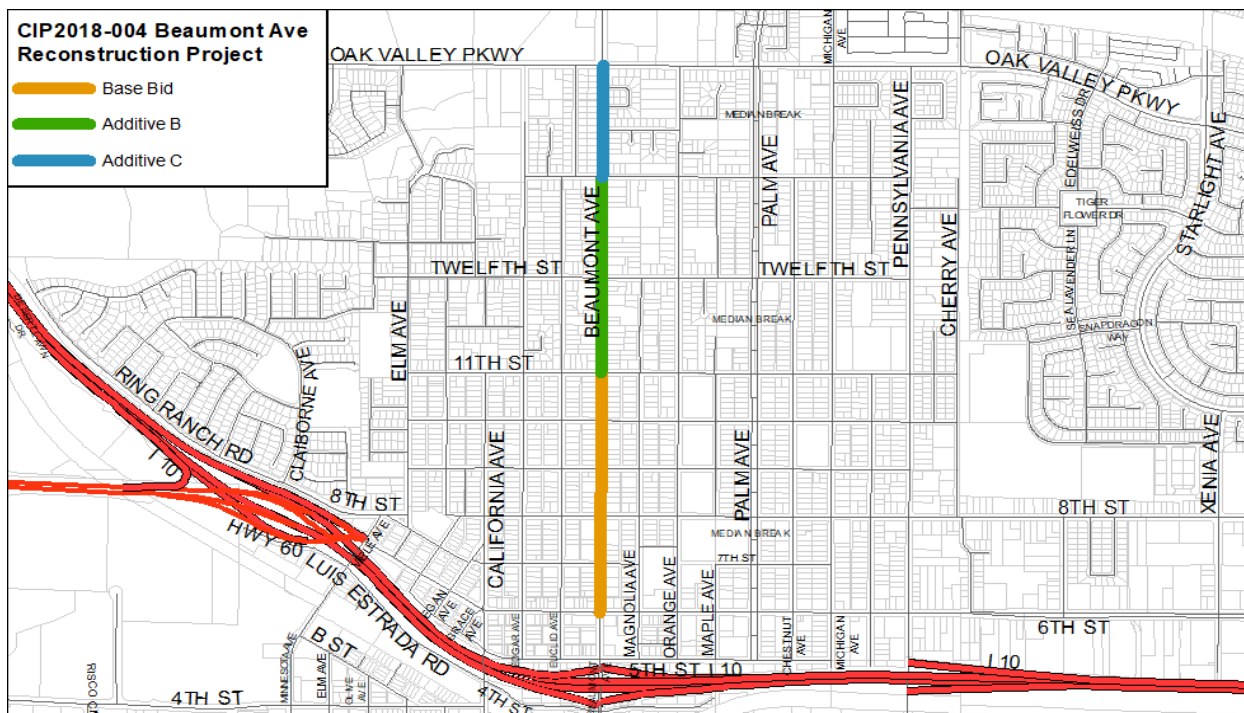
Rank	Contractor - City	Base Bid Results
1	Matich Corporation- Highland	\$1,326,520.93
2	Hardy & Harper- Lake Forest	\$1,371,428.10
3	All American Asphalt- Corona	\$1,548,847.50

The lowest responsive bidder was determined on the basis of the base bid only. Staff reviewed the bids and determined that Matich Corporation (Matich) is the verified lowest responsive and responsible bidder. No bid challenges were received.

Construction Project I: CIP 2018-004 Beaumont Ave Reconstruction Project

The Beaumont Avenue Reconstruction Project consist of full-depth replacement and mill and overlay of existing asphalt concrete (AC) along Beaumont Avenue. The bid schedule was divided into a base bid, alternative bid, and several additives to allow the City to maximize construction with limited funding. The following is a summary of the base, alternative, and additive bids for this project:

Item	Location / Description
Base Bid	Beaumont Ave; 6 th Street to 11 th Street
Additive B	Beaumont Ave; 11 th Street to 13 th Street
Additive C	Beaumont Ave; 13 th Street to Oak Valley Parkway
Alternative Bid	Pulverize existing AC in Place in Lieu of Base



Funding for this project is a combination of Measure A, SB-1 and CalRecycle grant reimbursement. The established total budget for this project is \$1,953,000 including all design, construction and contingencies. The available construction budget is \$1,887,762.80.

During contract negotiations, Match agreed to modify their bid to utilize a two-inch mill and overlay in lieu of a three-inch mill and overlay. The use of a three-inch mill and overlay increased the cost of the work significantly and will have limited additional benefit in pavement longevity. Therefore, staff recommends reducing the mill and overlay to two inches.

The following is a summary of the base bid, additive bids for this project, as well as bid results from the lowest responsive bidder:

Item	Bid Result	Bid Results with Alternative Bid	Negotiated Construction Cost
Project I - Base Bid	\$911,761.33	\$493,322.20	\$451,339.00
Additive B	\$532,327.45	\$428,361.50	\$302,801.50
Additive C	\$284,588.85	\$235,225.25	\$172,177.75
Alternative Bid	---	\$549,725.00	\$688,537.50
Total:	\$1,728,677.63	\$1,706,633.95	\$1,614,855.75

Staff is recommending that Council approve the negotiated construction cost shown in the preceding table.

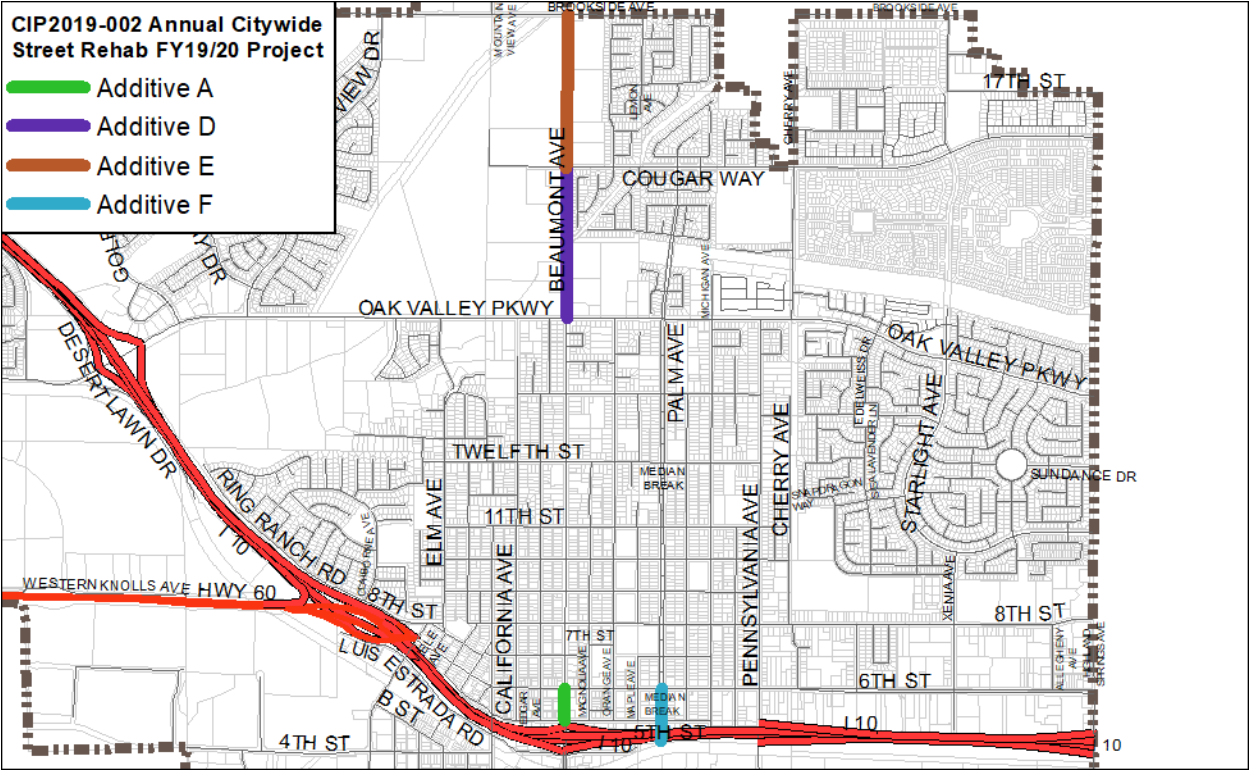
Construction Project I: CIP 2019-002 Annual Citywide Street Rehab FY 19/20 Project

The Annual Citywide Street Rehab FY 19/20 Project consist of mill and overlay of existing AC along Beaumont Avenue and Pennsylvania Avenue. The bid schedule for this project is divided into Additive A, Additive D, Additive E, and Additive F to allow the City to maximize construction with limited funding.

During contract negotiations, Match agreed to modify their bid for Additive A, to utilize the pulverize in place, rather than removing the asphalt pavement and base; which decreased the cost of work significantly.

The following is a summary of the additive bids for this project as well as bid results from the lowest responsive bidder:

Item	Location / Description	Bid Result	Negotiated Construction Cost
Additive A	Beaumont Ave; 5 th Street to 6 th Street	\$472,501.80	\$217,566.00
Additive D	Beaumont Ave; Oak Valley to Cougar Way	\$541,051.90	Not A Part
Additive E	Beaumont Ave; Cougar Way to Brookside Ave	\$494,623.02	Not a Part
Additive F	Pennsylvania Ave; n/o RR to 6 th Street	\$134,725.49	\$134,725.49
Total:		\$1,642,901.44	\$352,291.49



Funding for this project is a combination of Measure A, SB-1, and CalRecycle grant reimbursement. The established total budget for this project is \$1,100,000 including all design, construction, and contingencies. The available construction budget is \$1,097,250, however, in conjunction with the other listed projects, SB-1, and Measure A account balances do not support the addition of all additively.

Staff is recommending that Council approve the negotiated construction cost of Additive A & F as shown in the preceding table.

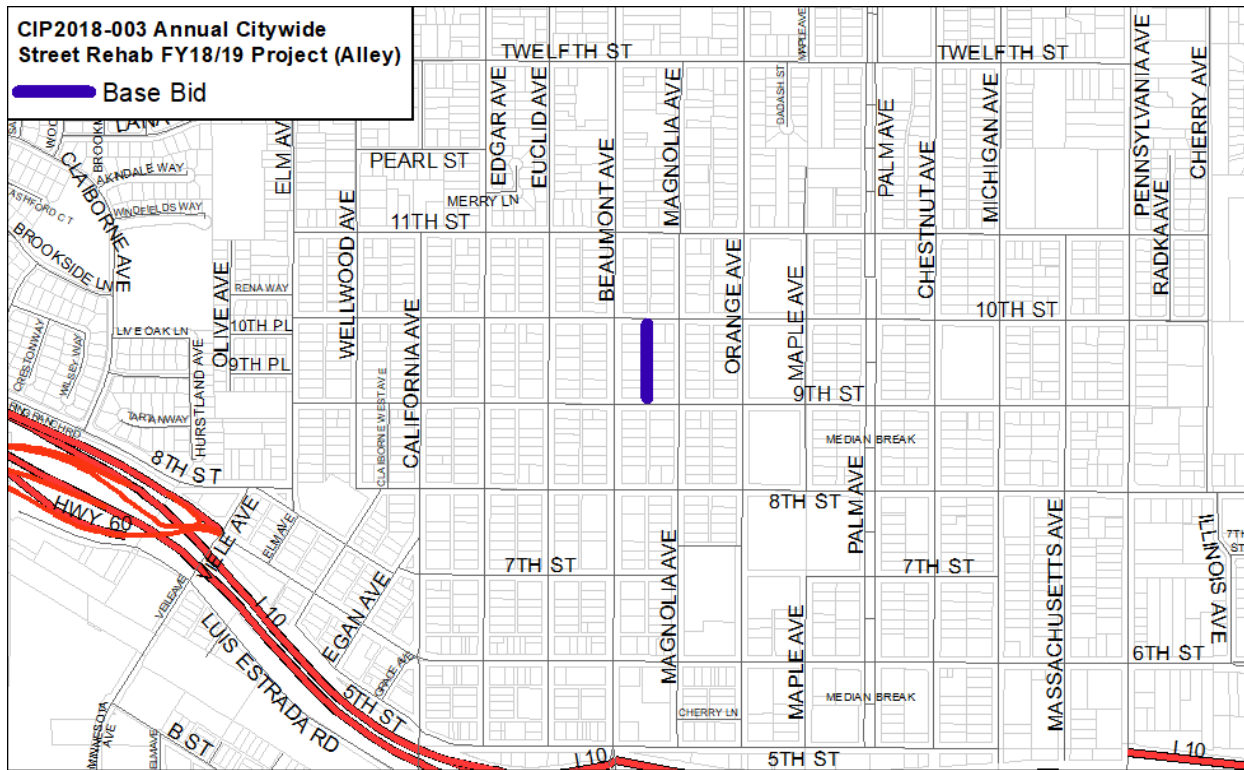
Construction Project II: CIP 2018-003 Annual Citywide Street Rehab 18/19 Project (Alley)

The Annual Citywide Street Rehab 18/19 Project (Alley) consists of full-depth replacement of AC along the alley, east of Beaumont Avenue, between Ninth Street and Tenth Street.

During contract negotiations, Match agreed to modify their bid to eliminate the use of rubberized asphalt for the top two inches of pavement. Instead the pavement will consist entirely of conventional asphalt pavement (five inches). The use of rubberized pavement increased the cost of the work and is not necessary for the alleyway. Therefore, staff recommends replacing the rubberized asphalt with conventional asphalt within the alleyway.

The following is a summary of the base bid for this project as well as bid results from the lowest responsive bidder:

Item	Location / Description	Bid Result	Negotiated Construction Cost
Project II-Base Bid	Alleyway; East of Beaumont Ave, from 9 th Street to 10 th Street	\$120,640.10	\$114,135.25



Funding for this project is from Alley In Lieu DIF and the Annual Citywide Street Rehab FY 19/20 Project.

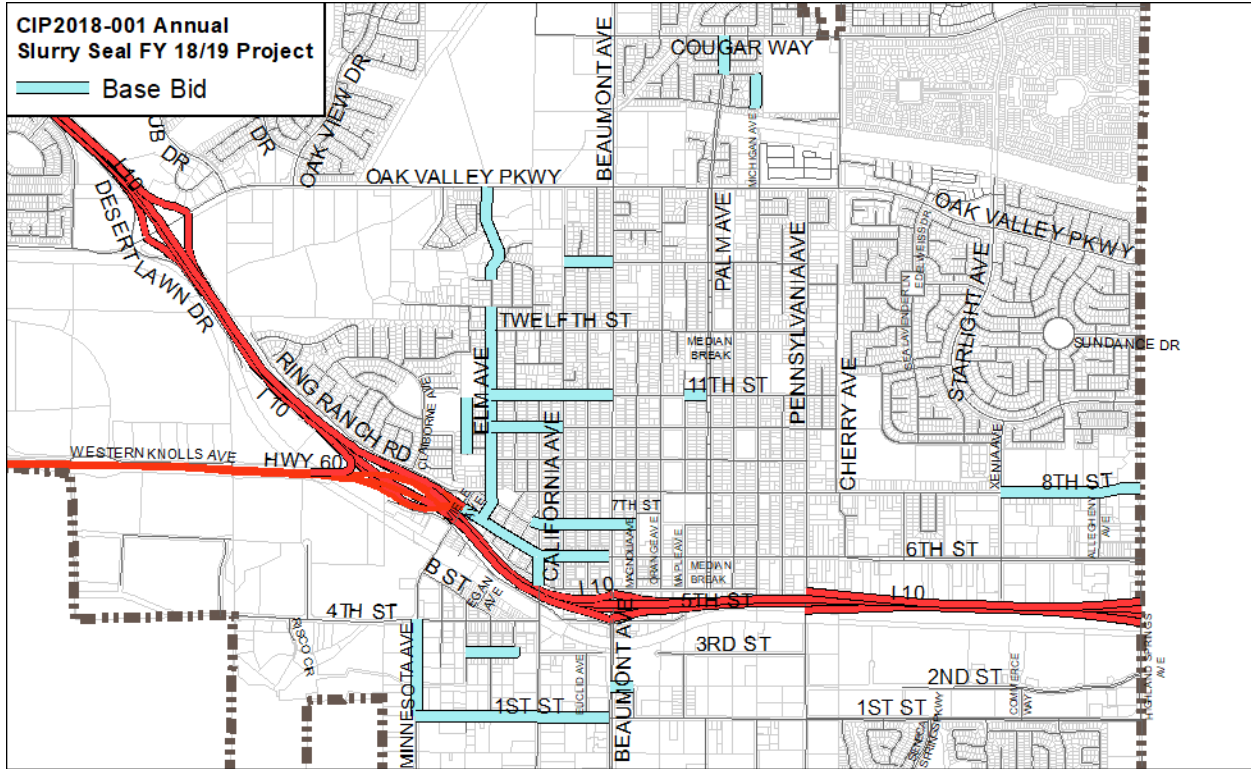
Staff is recommending that City Council approve the negotiated construction cost of Project II- Base Bid shown in the preceding table.

Construction Project III: CIP 2018-001 Annual Slurry Seal 18/19 Project

The Annual Slurry Seal FY 18/19 Project consists of applying slurry seal to existing street surfaces throughout the City, predominantly west of Beaumont Avenue.

The following is a summary of the base bid for this project as well as bid results from the lowest responsive bidder:

Item	Location / Description	Bid Result
Project III- Base Bid	Citywide, predominantly west of Beaumont Ave	\$294,299.50



Funding for this project is from Measure A and SB-1. The established total budget for this project is \$600,000 including all design, construction, and contingencies. The available construction budget is \$504,180.07.

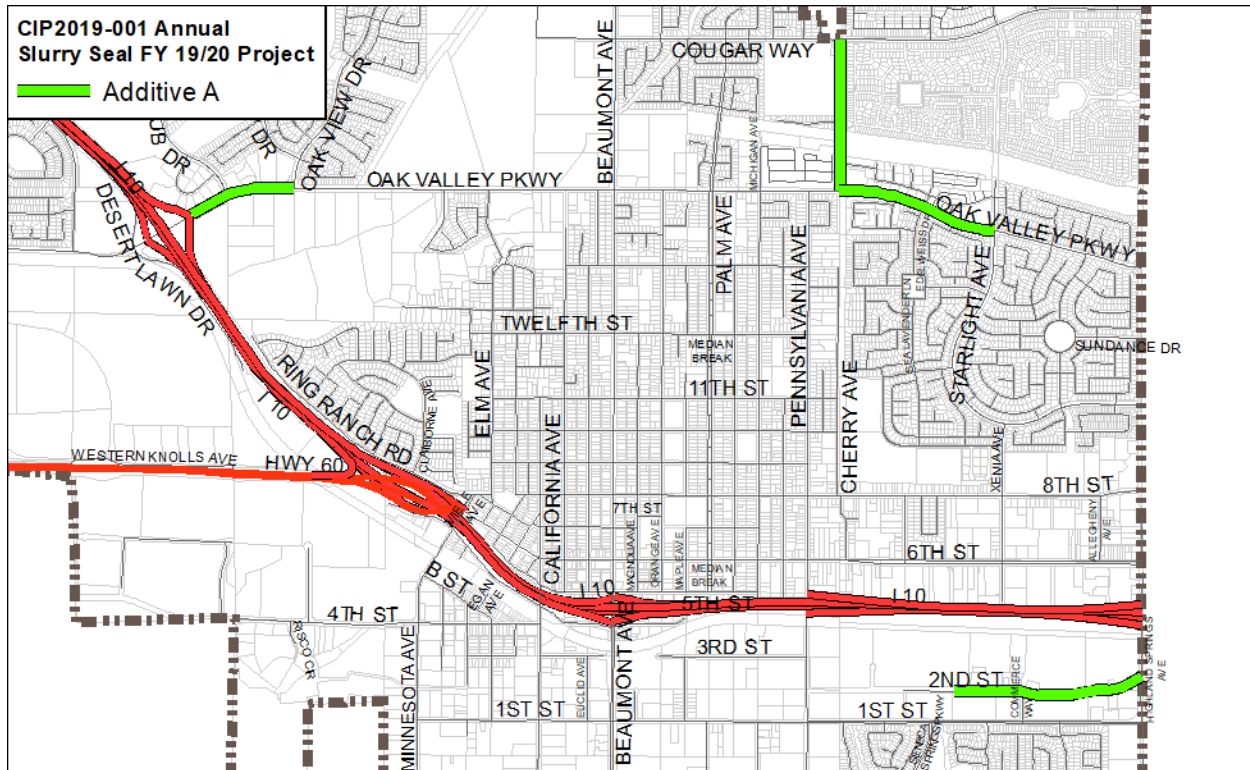
Staff is recommending that City Council approve the bid results of Project III- Base Bid as shown in the preceding table.

Construction Project III: CIP 2019-001 Annual Slurry Seal 19/20 Project

The Annual Slurry Seal FY 19/20 Project consists of applying slurry seal to existing street surfaces throughout the City, predominantly east of Beaumont Avenue.

The following is a summary of the additive bid for this project as well as bid results from the lowest responsive bidder:

Item	Location / Description	Bid Result
Project III- Additive A	Citywide, predominantly east of Beaumont Ave	\$242,450.00



Funding for this project is from Measure A and SB-1. The established total budget for this project is \$1,000,000 including all design, construction, and contingencies. The available construction budget is \$1,000,000.

Staff is recommending that City Council approve the bid results of Project III- Additive A Bid as shown in the preceding table.

Project Schedule:

The construction duration for the base bid for the Program is 90-workdays. During contract negotiations, Match requested an additional 30-workdays to complete the additives. The additives account for approximately 50% of the contract work.

Staff is recommending that City Council approve the additional 30-workdays to complete Additives A, B, C, and F. Additives D & E are not included in the award.

Fiscal Impact:

SB-1 funds, Measure A funds, Alley In Lieu DIF funds, and CalRecycle Grant funds will be used to compensate Match Corporation for their construction services. The CalRecycle grant will provide \$10 per ton of rubberized asphalt used for this Program.

The recycled asphalt is made using recycled California used tires. The CalRecycle grant reimbursement is not included in the project budget, reimbursement funds will be used for future projects. The following table shows the breakdown of construction services for each project, recommended for inclusion in the construction contract:

Project Budget	Construction Budget	Construction Cost	10% ± Contingency	Subtotal
Construction Project I: CIP 2018-004 Beaumont Ave Reconstruction Project: Base Bid, Additive B, Additive C, Alternative Bid, and Negotiated Construction Cost				
SB-1: \$1,219,000, Measure A: <u>\$734,000</u> Σ: \$1,953,000	\$1,887,762.80	\$1,614,855.75	\$161,486.00	\$1,776,341.75
Construction Project I: CIP 2019-002 Annual Citywide Street Rehab FY 19/20 Project: Additive A and Additive F and Negotiated Construction Cost				
SB-1: \$300,000, Measure A: <u>\$800,000</u> Σ: \$1,100,000	\$1,097,250.00	\$352,291.49	\$35,229.00	\$387,520.49
Construction Project II: CIP 2018-003 Annual Citywide Street Rehab FY 18/19 Project: Base Bid and Negotiated Construction Cost				
Alley in lieu: \$34,000 \$100,635.25 CIP <u>2019-002</u> Σ: \$134,635.25	\$24,900.00 + <u>\$100,635.25=</u> Σ: \$125,535.25	\$114,135.25	\$11,414.00	\$125,549.25
Construction Project III: CIP 2018-001 Annual Slurry Seal FY 18/19 Project: Base Bid				
SB-1: \$300,000, Measure A: <u>\$300,000</u> Σ: \$600,000	\$504,180.07	\$294,299.50	\$29,430.00	\$323,729.5
Construction Project III: CIP 2019-001 Annual Slurry Seal FY 19/20 Project: Additive A				
SB-1: \$400,000, Measure A: <u>\$600,000</u> Σ: \$1,000,000	\$1,000,000.00	\$242,450.00	\$24,245.00	\$266,695.00
Totals:		\$2,618,031.99	\$261,804.00	\$2,879,835.99

Recommended Action:

Award the Public Works Agreement to Matich Corporation for construction services of the FY 19/20 Street CIP Program in an amount not to exceed \$2,618,032, and

Authorize the City Manager to sign change orders up to an additional \$261,804 for a total not to exceed construction budget of \$2,879,836.

Attachments:

- A. Public Works Agreement - Matich Corporation
 - Exhibit "A": Notice Inviting Bids - January 14, 2020
 - Exhibit "B": Contractors Bid- Matich
 - Exhibit "C": Construction Schedule- Matich
 - Exhibit "D": Insurance Certificate- Not included at this time
- B. Project Plans and Specifications

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective March 3, 2020 by and between the City of Beaumont, a municipal corporation (“CITY”), and Matich Corporation (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the Design and Installation of Audio and Video Enhancement in Council Chambers and Overflow Project (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated January 14, 2020, and CONTRACTOR’s Bid in response to the Invitation, dated February 14, 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. In the event that any terms of the Bid are different from the Invitation for Bids, the Invitation for Bids shall control. Any additional terms in the Bid that purport to bind the City to any additional terms not contained in this Agreement and related attachments shall not be binding on the City.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

II. TIME FOR PROJECT COMPLETION

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule, attached hereto as Exhibit “C” and incorporated herein by this reference. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

III. THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the lump sum of \$ 2,618,031.99 (“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;
 - Concurrence of effective dates with primary policies;
 - Policies shall “follow form” to the underlying primary policies; and
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies.
- 4. Workers’ compensation insurance.** CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

- 5. Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

- 6. Builder's risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment,

materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

- 1. Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 2. Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
- 3. Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 4. CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed

by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.

- 5. Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.
- 6. Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 7. Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- 8. Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 9. Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 10. Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents,

and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- 15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- 16. Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 17. Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XII. REGISTRATION REQUIREMENTS

A. Pursuant to Section 1771.1(a) of the Labor Code:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Robert M. Matich 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
(Match Corporation)

CITY:

CITY OF BEAUMONT

By: _____
Julio Martinez, Mayor

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

EXHIBIT "A"

CITY'S INVITATION FOR BIDS

(Insert behind this page.)



CITY OF BEAUMONT
PUBLIC WORKS DEPARTMENT

550 E. 6th STREET, BEAUMONT, CA 92223

CONTRACT DOCUMENTS & SPECIFICATIONS
FOR:

19/20 STREET CIP PROGRAM (THREE PROJECTS)

Project I: CIP 2018-004 & CIP 2019-002 Beaumont Avenue Rehabilitation Project

Project II: CIP 2018-003 Alleyway Rehabilitation Project

Project III: CIP 2018-001 & CIP 2019-001 Annual Slurry Seal Project

BID PUBLISHED:	January 14, 2020
MANDATORY PRE-BID MEETING:	January 24, 2020, 9:00 A.M.
BIDS MUST BE RECEIVED BY:	February 14, 2020, 11:00 A.M.
PLACE OF BID RECEIPT:	City Hall – Front Desk 550 E. 6th Street Beaumont, CA 92223
QUESTIONS IN BY:	January 31, 2020 @ 12:00 A.M.
BID OPENING DATE:	February 14, 2020, 11:15 A.M.
BID OPENING LOCATION:	City Hall Conference Room # 1 550 E. 6th Street Beaumont, CA 92223

NOTICE INVITING BIDS

The City of Beaumont, Public Works Department (“City”) will receive sealed bids for the **19/20 STREET CIP PROGRAM (THREE CONCURRENT PROJECTS)** which includes the following projects:

Project I: CIP 2018-004 & CIP 2019-002 Beaumont Avenue Pavement Rehabilitation Project
Project II: CIP 2018-003 Alleyway Rehabilitation Project
Project III: CIP 2018-001 & CIP 2019-001 Annual Slurry Seal Project

at CITY HALL (located at 550 E. 6th Street, Beaumont, California, 92223), no later than **11:00 A.M., Friday February 14, 2020**, 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.

A Mandatory pre-bid meeting is scheduled for 9:00 A.M., Friday January 24, 2020 at CITY HALL.

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: **“ATTN.: SEALED BID FOR 19/20 STREET CIP PROGRAM.**

THIS IS A NINETY (90) WORKING 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 work for the 19/20 STREET CIP PROGRAM includes three concurrent projects.

Project I: CIP 2018-004 & CIP 2019-002 Beaumont Avenue Pavement Rehabilitation Project

The Works consists of rehabilitating portions of Beaumont Avenue and Pennsylvania Avenue with a combination of full-depth pavement replacement and grind and overlay; work generally consist of, but not limited to, cold milling, pulverizing or removal of existing asphalt paving, base material, haul off excess material, recompact base, construct new asphalt pavement and restripe to existing conditions.

Project II: CIP 2018-003 Alleyway Rehabilitation Project

The Works consist of, but not limited to, pulverizing or removal of existing asphalt paving, base material, haul off excess material, recompact base, construct new asphalt pavement.

Project III: CIP 2018-001 & CIP 2019-001 Annual Slurry Seal Project

NOTICE INVITING BIDS

The Works consists of, but not limited to, existing asphalt cleaning and preparation for slurry seal material, applying slurry seal material as specified on the plans and in the specifications.

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. 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.

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 (www.calrecycle.ca.gov/Laws/Regulations/Title14/ch1.htm#ch1a5), 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), a copy of form 168 is provided herein for reference.

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

NOTICE INVITING BIDS

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 alone by the City. 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.

For further information contact the following persons;

Jeff Hart, PE, Public Works Department

(951) 769-8520, or by FAX at (951) 769-8526

E-mail: jhart@beaumontca.gov

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

EXHIBIT “B”

CONTRACTOR’S Bid
(Insert behind this page.)

Summary of Selected Projects (Below)

Project Budget	Construction Budget	Construction Cost	10% ± Contingency	Subtotal
Construction Project I: CIP 2018-004 Beaumont Ave Reconstruction Project: Base Bid, Additive B, Additive C, Alternative Bid, and Negotiated Construction Cost				
SB-1: \$1,219,000, Measure A: <u>\$734,000</u> Σ: \$1,953,000	\$1,887,762.80	\$1,614,855.75	\$161,486.00	\$1,776,341.75
Construction Project I: CIP 2019-002 Annual Citywide Street Rehab FY 19/20 Project: Additive A and Additive F and Negotiated Construction Cost				
SB-1: \$300,000, Measure A: <u>\$800,000</u> Σ: \$1,100,000	\$1,097,250.00	\$352,291.49	\$35,229.00	\$387,520.49
Construction Project II: CIP 2018-003 Annual Citywide Street Rehab FY 18/19 Project: Base Bid and Negotiated Construction Cost				
Alley in lieu: \$34,000 <u>\$100,635.25 CIP 2019-002</u> Σ: \$134,635.25	\$24,900.00 + <u>\$100,635.25=</u> Σ: \$125,535.25	\$114,135.25	\$11,414.00	\$125,549.25
Construction Project III: CIP 2018-001 Annual Slurry Seal FY 18/19 Project: Base Bid				
SB-1: \$300,000, Measure A: <u>\$300,000</u> Σ: \$600,000	\$504,180.07	\$294,299.50	\$29,430.00	\$323,729.5
Construction Project III: CIP 2019-001 Annual Slurry Seal FY 19/20 Project: Additive A				
SB-1: \$400,000, Measure A: <u>\$600,000</u> Σ: \$1,000,000	\$1,000,000.00	\$242,450.00	\$24,245.00	\$266,695.00
Totals:		\$2,618,031.99	\$261,804.00	\$2,879,835.99

BID FORM

NAME OF BIDDER: Matich Corporation

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:

**19/20 STREET CIP PROGRAM
THIS IS A NINETY (90) WORKING DAY CONTRACT**

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	ONE MILLION THREE HUNDRED TWENTY SIX THOUSAND, FIVE HUNDRED TWENTY DOLLARS AND NINETY THREE CENTS.	1,326,520 ⁹³ -

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

**BASE BID
BID SCHEDULE**

PROJECT I

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Beaumont Avenue: 6th Street (Sta: 106+17±) to 11th Street (Sta: 134+06±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT	UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Temporary Construction Sign	1 LS	1428-	1428-
2	Adjust Valve Cover to Grade	17 EA	170-	2,890
3	Remove Asphalt Concrete Surfacing to subgrade	1 LS	316,631 ⁴³	316,631 ⁴³
4	Cold Milling asphalt concrete surfacing	1 LS	23,410-	23,410-
5	Class II Aggregate Base	3,021 CY	33 ⁷⁰	101,807 ⁷⁰
6	Hot Mix Asphalt	2,365 TN	78 ⁶⁰	185,882-
7	Rubberized Hot Mix Asphalt	2,501 TN	95 ²⁰	238,095 ²⁰
8	Traffic Stripping and Pavement Markings	1 LS	12,000	12,000
9	Pavement Markers	1 LS	1,500-	1,500-
10	Loop Detectors	10 EA	416-	4,160-
11	Unclassified Excavation	500 CY	4790	23,950-
PROJECT I BASE BID SUBTOTAL:				994,581³³

PROJECT II
ALLEYWAY REHABILITATION PROJECT

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Remove Asphalt Concrete Surfacing to subgrade	1	LS	26,949	26,949-
2	Class II Aggregate Base	233	CY	65 ⁷⁵	15,319 ⁷⁵
3	Hot Mix Asphalt	182	TN	89 ⁵⁰	16,289-
	Rubberized Hot Mix Asphalt	121	TN	118 ⁸⁵	14,380 ⁸⁵
5	Unclassified Excavation	150	CY	33 ²⁵	4,987 ⁵⁰
6	Remove Concrete (Curb & Gutter)	80	LF	43 ³⁰	3,464-
7	Minor Concrete (gutter)	19,750	1 LS	19,750-	19,750-
8	Minor Concrete (apron)	1	LS	14,700	14,700
9	Minor Concrete (Sidewalk)	1	LS	4,800	4,800
PROJECT II BASE BID SUBTOTAL:					120,640 ¹⁰

R.M.M

PROJECT III
ANNUAL SLURRY SEAL PROJECT

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Slurry Seal Type 2	132,150	SY	1 ⁷³	228,619 ⁵⁰
2	Traffic Stripping and Pavement Markings	1	LS	61,000	61,000
3	Pavement Markers	1	LS	4,680-	4,680-
Project III Base Bid Subtotal:					294,299 ⁵⁰
BASE BID TOTAL					1,326,520 ⁹³

**PROJECT I ADDITIVE BID A
BID SCHEDULE**

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Beaumont Avenue: 5th Street (Sta: 100+21±) to 6th Street (Sta: 106+17±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
A2	Adjust Valve Cover to Grade	4	EA	170 ⁻	680 ⁻
A3	Remove Asphalt Concrete Surfacing to subgrade	1	LS	193,359 ⁸⁰	193,359 ⁸⁰
A5	Class II Aggregate Base	905	CY	48 ⁵⁰	43,892 ⁵⁰
A6	Hot Mix Asphalt	707	TN	127 ⁵⁰	87,314 ⁵⁰
A7	Rubberized Hot Mix Asphalt	471	TN	156 ⁵⁰	73,711 ⁵⁰
A8	Traffic Stripping and Pavement Markings	1	LS	4,000 ⁻	4,000 ⁻
A9	Pavement Markers	1	LS	350 ⁻	350 ⁻
A10	Loop Detectors	28	EA	350 ⁻	9,800 ⁻
A11	Unclassified Excavation	180	CY	53 ⁹⁰	9,702 ⁻
A12	Remove Concrete	1	LS	13,280 ⁻	13,280 ⁻
A13	Minor Concrete (cross-Gutter and spandrel)	1	LS	29,011 ⁵⁰	29,011 ⁵⁰
A14	Adjust Sewer Manhole Cover to Grade	2	EA	4,200 ⁻	8,400 ⁻
PROJECT I ADDITIVE BID A TOTAL:					472,501⁸⁰

**PROJECT I ADDITIVE BID B
BID SCHEDULE**

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Beaumont Avenue: 11th Street (Sta: 134+06±) to 13th Street (Sta: 157+00±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
B2	Adjust Valve Cover to Grade	4	EA	170 ⁻	680 ⁻
B3	Remove Asphalt Concrete Surfacing to subgrade	1	LS	87,151.95	87,151.95
B4	Cold Milling asphalt concrete surfacing	1	LS	101,931.75	101,931.75
B5	Class II Aggregate Base	140	CY	120.10	16,814 ⁻
B6	Hot Mix Asphalt	110	TN	195.70	21,527 ⁻
B7	Rubberized Hot Mix Asphalt	2,547	TN	103.25	262,977.75
B8	Traffic Stripping and Pavement Markings	1	LS	7,545	7,545 ⁻
B9	Pavement Markers	1	LS	1,100 ⁻	1,100 ⁻
B11	Unclassified Excavation	500	CY	65.20	32,600 ⁻
PROJECT I ADDITIVE BID B TOTAL:					532,327.45

**PROJECT I ADDITIVE BID C
BID SCHEDULE**

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Beaumont Avenue: 13th Street (Sta: 157+00±) to Oak Valley Parkway (Sta: 169+19±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
C3	Remove Asphalt Concrete Surfacing to subgrade	1	LS	45,125 ¹⁰	45,125 ¹⁰
C4	Cold Milling asphalt concrete surfacing	1	LS	49,278 ⁵⁰	49,278 ⁵⁰
C5	Class II Aggregate Base	35	CY	121 ⁻	4,238 ⁵⁰
C6	Hot Mix Asphalt	25	TN	270 ⁹⁵	6,773 ⁷⁵
C7	Rubberized Hot Mix Asphalt	1,360	TN	105 ³⁰	143,208 ⁸⁰
C8	Traffic Stripping and Pavement Markings	1	LS	5,420	5,420 ⁻
C9	Pavement Markers	1	LS	575	575 ⁻
C10	Loop Detectors	9	EA	450 ⁻	4,050 ⁻
C11	Unclassified Excavation	360	CY	72 ⁻	25,920 ⁵
PROJECT I ADDITIVE BID C TOTAL:					284,588 ⁸⁵

**PROJECT I ADDITIVE BID D
BID SCHEDULE**

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Beaumont Avenue: Oak Valley Parkway (Sta: 169+19±) to Cougar Way (Sta: 196+53±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
D2	Adjust Valve Cover to Grade	2	EA	170	340
D3	Remove Asphalt Concrete Surfacing to subgrade	1	LS	85,377 ⁶⁰	85,377 ⁶⁰
D4	Cold Milling asphalt concrete surfacing	1	LS	98,827 ⁴⁰	98,827 ⁴⁰
D5	Class II Aggregate Base	222	CY	44 ⁸⁰	9,945 ⁶⁰
D6	Hot Mix Asphalt	174	TN	106 ²⁰	18,478 ⁸⁰
D7	Rubberized Hot Mix Asphalt	2,717	TN	102 ⁵⁰	278,492 ⁵⁰
D8	Traffic Stripping and Pavement Markings	1	LS	7,000	7,000
D9	Pavement Markers	1	LS	850	850
D10	Loop Detectors	28	EA	330	9,240
D11	Unclassified Excavation	500	CY	61 ⁷⁰	30,880
D14	Adjust Comm Manhole Cover to Grade	1	EA	1,650	1,650
PROJECT I ADDITIVE BID D TOTAL:					541,051 ⁹⁰

**PROJECT I ADDITIVE BID E
BID SCHEDULE**

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Beaumont Avenue: Cougar Way (Sta: 196+53±) to Brookside Ave (Sta: 222+33±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
E3	Remove Asphalt Concrete Surfacing to subgrade	1	LS	97,596 ³²	97,596 ³²
E4	Cold Milling asphalt concrete surfacing	1	LS	70,375 ⁹⁰	70,375 ⁹⁰
E5	Class II Aggregate Base	260	CY	64 ⁶⁶	16,811 ⁶⁰
E6	Hot Mix Asphalt	203	TN	100 ⁴⁰	20,381 ²⁰
E7	Rubberized Hot Mix Asphalt	2,220	TN	103 ⁴⁰	229,548 ⁰⁰
E8	Traffic Stripping and Pavement Markings	1	LS	7,950 ⁻	7,950 ⁻
E9	Pavement Markers	1	LS	850 ⁻	850 ⁻
E10	Loop Detectors	19	EA	650 ⁻	12,350 ⁻
E11	Unclassified Excavation	760	CY	51 ⁻	38,760 ⁻
PROJECT I ADDITIVE BID E TOTAL:					494,623⁰²

**PROJECT I ADDITIVE BID F
BID SCHEDULE**

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Pennsylvania Avenue: North RR R/W (Sta: 100+00±) to 6th Street (Sta: 109+04±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
F4	Cold Milling asphalt concrete surfacing	1	LS	29,465 ³²	29,465 ³²
F6	Rubberized Hot Mix Asphalt	722	TN	119 ²⁰	86,423 ⁴⁰
F8	Traffic Stripping and Pavement Markings	1	LS	2,161 ⁻	2,161 ⁻
F9	Pavement Markers	1	LS	400 ⁻	400 ⁻
F10	Loop Detectors	6	EA	350 ⁻	2,100 ⁻
F11	Unclassified Excavation	250	CY	56 ²⁰	14,125 ⁻
PROJECT I ADDITIVE BID F TOTAL:					134,724 ⁷²

PROJECT I ALTERNATE BID ITEM

BID SCHEDULE
6th Street to Oak Valley Parkway

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT	UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
X	Pulverize Roadbed	138,000 SF	3.20	444,600-
XX	Remove excess pulverized material to top of base material elevations per typical street section	2,500 CY	43.25	108,125-
PROJECT I ALTERNATE BID TOTAL =				549,725-

**PROJECT III ADDITIVE BID A
 BID SCHEDULE**

ANNUAL SLURRY SEAL PROJECT

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
A1	Slurry Seal Type 2	72,200	SY	2.25	162,450
A2	Remove and Replace in-kind Painted and Thermoplastic Striping, Markings, Legends, and Raised Pavement Markers	1	LS	80,000	80,000
PROJECT III ADDITIVE BID SUBTOTAL:					242,450

PMM
162,450-

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. 149783, Expiration Date 11/30/21, class of license A & B. 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.
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 Matich Corporation

Signature 

Name and Title Robert M. Matich, Vice President

Dated February 14, 2020

**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 Matich Corporation

Signature 

Name Robert M. Matich

Title Vice President

Dated February 14, 2020

BID BOND

The makers of this bond are, Match Corporation, as Principal, and Liberty Mutual Insurance Company, 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 February 14, 2020, for **19/20 Street CIP Program**.

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 11th day of February, 2020, the name and corporate seal of each corporation.

(Corporate Seal)

Match Corporation

Principal

By

Robert M. Match
Title **Robert M. Match, Vice President**

Liberty Mutual Insurance Company

Surety

By

Heather Saltarelli
Attorney-in-Fact

(Corporate Seal)

(Attach Attorney-in-Fact Certificate)

Title Heather Saltarelli, Attorney-in-Fact

BID BOND

STATE OF CALIFORNIA)
)
CITY OF _____)

See Attached Notary Acknowledgment

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-Authority to local representatives of the bonding company must be attached hereto.

BID BOND

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 San Bernardino }

On February 14, 2020 before me, Sammi Jo Shubin, Notary Public,
(Here insert name and title of the officer)

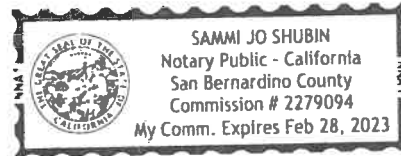
personally appeared Robert M. Match,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~(s)~~ are subscribed to the within instrument and acknowledged to me that ~~(he)~~ she/they executed the same in ~~(his)~~ her/their authorized capacity(ies), and that by ~~(his)~~ 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.

Sammi Jo Shubin

Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bid Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

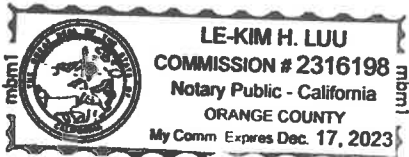
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On FEB 11 2020 before me, Le-Kim H. Luu, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Heather Saltarelli
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal 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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201964-977460

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Rhonda C. Abel; Jeri Apodaca; Reece Joel Diaz; Maria Guise; Kim Luu; Michael D. Parizino; Rachelle Rheault; Heather Saltarelli; James A. Schaller

all of the city of Newport Beach state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 23rd day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of February, 2020.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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
COLD PLACING PARTIAL	Pavement Recycling Systems, Inc	10240 San Sevaine Way Jurupa Valley 91752 CA	6%
STRIPING	Cal Stripe, Inc.	2040 E. Steel Rd. Colton 92324 CA	4%
SLURRY	Pavement Coatings	10240 San Sevaine Way Jurupa Valley 91752	8%
LOOPS.	Smithson Electric, Inc	1938 E Katella Ave Orange 92867	1%

DESIGNATION OF SUBCONTRACTORS

Portion of the Work	Subcontractor	Location of Business	% of the Work

Name of Bidder Matich Corporation

Signature *Robert M. Matich*

Name and Title Robert M. Matich, Vice President

Dated February 14, 2020

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: Matich Corporation
- 2.0 Type, if Entity: Corporation
- 3.0 Bidder Address: _____
1596 Harry Sheppard
San Bernardino, CA 92408
- | | |
|----------------------|----------------------|
| <u>909) 382-0113</u> | <u>909) 382-7400</u> |
| Facsimile Number | Telephone Number |
- 4.0 License Information:
- | | | |
|---------------|------------------------|--------------------------|
| <u>149783</u> | <u>Class A & B</u> | <u>November 30, 2021</u> |
| License No. | Class of License | Expiration Date |
- 1000004260
DIR Registration No.
- 5.0 How many years has Bidder's organization been in business as a Contractor?
101
- 6.0 How many years has Bidder's organization been in business under its present name? 66
- 5.1 Under what other or former names has Bidder's organization operated?: Matich Brothers
- 7.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: November 12, 1954
- 6.2 State of Incorporation: California
- 6.3 President's Name: Stephan Matich

INFORMATION REQUIRED OF BIDDERS

6.4 Vice-President's Name(s): Robert M. Matich

Mark T. Hickman

6.5 Secretary's Name: Randall S. Valadez

6.6 Treasurer's Name: Randall S. Valadez

8.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

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.

California

11.0 What type of work does the Bidder normally perform with its own forces?

Paving, Gridding 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 Ready Mix

200 S. Main Street, Corona, CA 92878

Johnson Machinery / Quinn Equipment

P.O. Box 351, Riverside, CA 92502

15.0 List Bank References (Bank and Branch Address):

Citizens Business Bank

Greg Armstrong

818 N. Mountain Avenue

Upland, CA 91786

16.0 Name of Bonding Company and Name and Address of Agent:

Liberty Mutual Insurance Company

Heather Saltarelli

790 The City Drive South, #200, Orange, CA 92868

MATCH CORPORATION - JOB LIST

2/11/2020

1:51 PM

Job #	Contract #	Agency	Job Name	Location	Contract Amount	Contact	Phone #	Super
18-035	3899	Cooley Construction	VCC - Student Service Center	Victorville	\$91,400	Ben Cooley	760 948-8400	George
18-039		Sukut Construction	HDWD Wastewater Reclamation -, Bld Package D	High Desert	\$7,175,375	Nick Osborne		
18-041	3910	Cooley Construction	Rancho Mirage Clubhouse	Rancho Mirage	\$114,434	Ben Cooley	760 948-8400	George
18-045	SMBMI-011-18SS	San Manuel Band of	Victoria Street Paving	San Bernardino	\$3,443,143	Sheri Shulkin	909-863-5899	George
18-046	18008	Riverside Construction	Foothill Blvd. from Oleander Ave. to Cypress Ave.		\$112,632	Carl Short	951-682-8308	George
18-047	1289	Sukut Construction	PioneerTown Pipeline		\$612,619	Nick Osborne	714 460-1075	George
19-001	1286	Sukut Construction	HDWD Wastewater Reclamation, Phase 1Package B2	2018 Running Total: Yucca Valley	\$51,946,449 \$19,399	Nicholas Osborne	714 460-1075	George
19-008		Pyramid Building	HDWD - Paxton Pump Station	Yucca Valley	\$29,796	Nikolai Samarfin	760-949-9005	George
19-010	3935	Cooley Construction	Del Webb Way	Rancho Mirage	\$438,021	Ben Cooley	760 948-8400	George
19-018		Jacobsson Engineering	Glenroy	Coachella	\$71,043	Dan Jacobsson	760-345-8700	George
19-020	3941	Cooley Construction	Sitting Bull Academy - Parent/Bus Drop off	Apple Valley	\$291,844	Ben Cooley	760 948-8400	George
19-022	180503	Ames Construction	BNSF Overhead Bridge to Lot 5	San Bernardino	\$77,525	Mark Blioki	951-415-3765	George
19-023	18-13	Van Dyke	TLF 29 Palms Marine Corps Base	29 Palms	\$145,600	Mat Green	760- 367-9151	George
19-024	190501	Ames Construction	Caltrans Highway 243-74 Emergency Storm Repair		\$600,000	Tony Spinetti	951-207-2097	George
19-025		C & C Grading	Breckenridge Ave Entrance	Beaumont	\$13,125	Kenny Kaas	951-699-0644	George
19-026	3945	Cooley Construction	LGI Homes - Cypress Point Tr. 15598	Victorville	\$209,201	Ben Cooley	760 948-8400	George
19-028	55-1173	W.M. Lyles	Wastewater Treatment Plant	Beaumont	\$210,000			Jake
19-032	7150	City of Hesperia	FY 2018-19 CDBG Street Improvements	Hesperia	\$848,265	David Burkett	760-947-1202	Jake
19-033	3948	Cooley Construction	Shottenkirk Lexus	Cathedral City	\$207,030	Ben Cooley	760 948-8400	George
19-034	08-1G1204	Caltrans	Route 243 In & Rear Banning	Banning	\$7,174,950			George
19-035	3951	Cooley Construction	Olivetree Apartments	Hesperia	\$467,396	Ben Cooley	760 948-8400	George
19-036	H14844	San Bernardino County	Park Blvd.	Joshua Tree	\$1,272,544			Jake
19-037	H14875	San Bernardino County	Hook Creek and Hospital Road	Lake Arrowhead	\$1,497,320			George
19-044	10.10.0913	County of San Bernardino	222-268 Lot	San Bernardino	\$2,185,143	Dani Fox	909-601-1166	Jake
19-045		C & C Grading	Pardee Homes Tract 37-427	Beaumont	\$65,280	Kenny Kaas	951-699-0644	George
19-046		C & C Grading	Shea Homes	Indio	\$221,875	Kenny Kaas	951-699-0644	George
19-047	1304	Sukut Construction	East Reservation Phase 3	Highland	\$1,636,046	Kimmy Crawford	714 460-1075	George
19-050	3958	Cooley Construction	Monte Vista Sr Apartments	Riverside	\$37,405	Ben Cooley	760 948-8400	George
19-051	3961	Cooley Construction	Rancho Mirage PH.4 Onsite	Rancho Mirage	\$515,368	Ben Cooley	760 948-8400	George
19-052	186	Weka, Inc.	Brine Disposal Pipeline - Reach 1	Beaumont	\$559,672	Steve	909 425-8700	George
19-053	19-01	City of Palm Springs	20109 Pavement Rehabilitation	Palm Springs	\$8,586,000			George
19-054		HI Desert Water District	Pioneer Town Road	HI Desert	\$24,910	Tony Culver	760 365-8152	George
19-055		T. E. Roberts, Inc.	Brine Disposal Pipeline - Reach 2	Beaumont	\$799,967	Gil Hartwell	714 669-0072	George
19-056	ST-100	City of Coachella	Active Transportation Program	Coachella	\$2,390,000	Oscar Espinoza	760 398-3502	Jake
19-057	180506	Ames Construction	Coachella Valley Water District	Coachella	\$98,700	Dawn Johnson	602 431-2111	George
19-058	1907	Downing Construction	Sun City Palm Desert Water Main Replacement	Coachella	\$785,400	Randy Downing	909 797-7444	George
19-059	99048	County of Riverside	Brookside Pit V-Ditch	Riverside	\$58,204	Henry Robles	951 955-8324	George
19-060	248	Jacobsson Engineering	San Manuel Blvd. North	Highland	\$107,156	Erik Jacobsson	760 345-8700	George
19-061	3597	Jones Bros.	Ramon Road	Rancho Mirage	\$17,600	Mike Jones	760 398-5536	George
19-062		Pyramid Building	Kickapoo Pump Station		\$27,757	Justin Whetsell	760 949-9005	George
19-063		Jones Bros.	Jefferson St. Water Main Replacement		\$49,000	Mike Jones	760 398-5536	George
19-064	180509	Ames Construction	Caltrans Highway 243-74 Storm Repair 08-1K3004	Idyllwild	\$182,361	Tony Spinetti	951-207-2097	George
20-001	10734	Griffith Company	Mt. View Ave Widening		2019 Running Total:			
20-002	5023-19	C & C Grading	Shea Homes - 52nd and Jackson	Indio	\$99,900	Kenny Kaas	951-699-0644	George
20-003		C & C Grading	Pardee Highland Springs and Wilson Tract 37298-2		\$99,900	Kenny Kaas	951-699-0644	George
20-004		API Grading	AM/PM	Adelanto	\$82,080	John Hanoum	760-221-8542	George
				2020 Running Total:	\$281,880			

Matich Corporation Recent Projects:

Pavement Rehabilitation at Ten Locations

Description: Pavement Rehabilitation

Contract Number: 13194

Agency: City of San Bernardino, 201 North 'E' Street, Suite 200, San Bernardino, CA 92401

Contact: Saba Engineer, (909) 384-5284

Contract Amount: \$2,479,000.00

Completion: March 2019

PARIS 2017 Street Resurfacing Project

Description: Street Resurfacing

Contract Number:

Agency: City of Redlands, 35 Cajon Street, Suite 15A, Redlands, California 92373

Contact: Goutam Dobey, 909-798-7584

Contract Amount: \$7,588,986.00

Completion: May 2019

2016/2017 Annual Street Overlay

Description: Street Overlay

Contract Number: 170804

Agency: City of Rialto, 290 W. Rialto Avenue, Rialto, CA 92376

Contact: Jeff Schafer, 909 820-2531

Contract Amount: \$1,948,000.00

Completion: July 2018

FY 2017-18 CDBG Street Improvements

Description: Street Improvements

Contract Number: 7142

Agency: City of Hesperia, 9700 Seventh Ave, Hesperia, CA 92345

Contact: David Burkett, 760 947-1000

Contract Amount: \$1,560,000.00

Completion: June 2018

McCallum Way & 30th Avenue Pavement Rehabilitation

Description: Pavement Rehabilitation

Contract Number: 8864/8867

Agency: City of Cathedral City, 68-700 Avenida Lalo Guerrero, Cathedral City, CA 92234

Contact: Bill Simons, 760 770-0360

Contract Amount: \$2,464,000.00

Completion: January 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:

George Fonvill

Project Manager

60%

2. Summarize each person's specialized education:

Various AC Paving Training Classes

Caltrans Training Classes

3. List each person's years of construction experience relevant to the project:

40 Years of Construction Experience

4. Summarize such experience:

30 Years of Paving Experience

12 Years of Grading Experience

20 Years of Project Management 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 Matich Corporation

Signature 

Name Robert M. Matich

Title Vice President

Dated February 14, 2020

NON-COLLUSION AFFIDAVIT

I, Robert M. Matich, being first duly sworn, deposes and says that he is Vice President of Matich Corporation 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 Matich Corporation

Signature 

Name Robert M. Matich

Title Vice President

Dated February 14, 2020

CITY OF BEAUMONT

ADDENDUM NO. 1

TO THE BIDDING DOCUMENTS, CONTRACT, PLANS AND SPECIFICATIONS FOR

19/20 STREET CIP PROGRAM

CIP 2018-004 & CIP 2019-002 BEAUMONT AVENUE STREET REHABILITATION PROJECT

CIP 2018-003 ALLEYWAY REHABILITATION PROGRAM

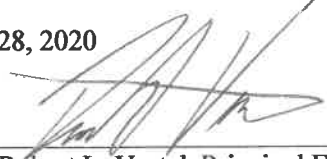
CIP 2018-001 & CIP 2019-001 ANNUAL SLURRY SEAL PROJECT

Bidders are advised that the plans and specifications for the above referenced contract are hereby amended in the following manner and the following manner only:

1. Specifications- Sheets 7 & 11 shall be replaced by the attached sheets to correct project name and working days.
 - a. Project name is 19/20 Street CIP Program
 - b. Contract time is 90 working days
2. Specifications- Sheets 12 through 21, and technical provisions for project I & II shall be replaced by the attached sheets to support the change from 5" RHMA to 3" conventional paving with a 2" RHMA cap.
3. Project I Alternative Bid Item X was revised to reflect "Section 30-2".

Dated: January 28, 2020

By:


Robert L. Vestal, Principal Engineer

By:

Matich Corporation

(Bidder's Company Name)

Date Received by Bidder:

Robert M. Matich, Vice President

(Bidder's Signature)

January 28, 2020



(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, PLANS AND SPECIFICATIONS FOR

19/20 STREET CIP PROGRAM

CIP 2018-004 & CIP 2019-002 BEAUMONT AVENUE STREET REHABILITATION PROJECT

CIP 2018-003 ALLEYWAY REHABILITATION PROGRAM

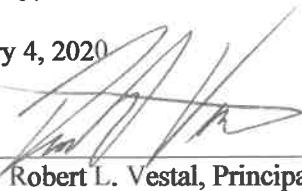
CIP 2018-001 & CIP 2019-001 ANNUAL SLURRY SEAL PROJECT

Bidders are advised that the plans and specifications for the above referenced contract are hereby amended in the following manner and the following manner only:

1. Specifications- Sheets 12 through 21- replaced XX on Alley project with values for ac pavement.
2. Specifications- Sheets 12 through 21- revised "Remove Asphalt Concrete surfacing" to "Remove Asphalt Concrete surfacing to subgrade".
3. Alley Plans- added sidewalk connection at 9th street
4. Included design soils report (for reference only)

Dated: February 4, 2020

By:



Robert L. Vestal, Principal Engineer

By:

Matich Corporation

(Bidder's Company Name)

Date Received by Bidder:

Robert M. Matich, Vice President

(Bidder's Signature)

February 5, 2020



(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.

CITY OF BEAUMONT

ADDENDUM NO. 3

TO THE BIDDING DOCUMENTS, CONTRACT, PLANS AND SPECIFICATIONS FOR

19/20 STREET CIP PROGRAM

**CIP 2018-004 & CIP 2019-002 BEAUMONT AVENUE STREET REHABILITATION PROJECT
CIP 2018-003 ALLEYWAY REHABILITATION PROGRAM
CIP 2018-001 & CIP 2019-001 ANNUAL SLURRY SEAL PROJECT**

Bidders are advised that the plans and specifications for the above referenced contract are hereby amended in the following manner and the following manner only:

1. Specifications- Sheet 25, Bid Bond: corrected project name. Bid Bod is for entire program
 - a. Project name is 19/20 Street CIP Program

Dated: February 11, 2020

By:


Robert L. Vestal, Principal Engineer

By:

Match Corporation

(Bidder's Company Name)

Date Received by Bidder:

Robert M. Matich, Vice President

(Bidder's Signature)

February 11, 2020



(Type or Print Name)

Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT**

EXHIBIT “C”

Project Construction Schedule

CONSTRUCTION WORKDAY CALENDAR

2020 - 5 Day

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
			1	688 2	689 3	4
5	690 6	691 7	692 8	693 9	694 10	11
12	695 13	696 14	697 15	698 16	699 17	18
19	20	700 21	701 22	702 23	703 24	25
26	704 27	705 28	706 29	707 30	708 31	

FEBRUARY

						1
2	709 3	710 4	711 5	712 6	713 7	8
9	714 10	715 11		716 12	717 13	14
16	17	718 18	719 19	720 20	721 21	22
23	722 24	723 25	724 26	725 27	726 28	29

MARCH

1	727 2	728 3	729 4	730 5	731 6	7
8	732 9	733 10	734 11	735 12	736 13	14
15	737 16	738 17	739 18	740 19	741 20	21
22	742 23	743 24	744 25	745 26	746 27	28
29	747 30	31				

APRIL

			748 1	749 2	750 3	4
5	751 6	752 7	753 8	754 9	755 10	11
12	756 13	757 14	758 15	759 16	760 17	18
19	761 20	762 21	763 22	764 23	765 24	25
26	766 27	767 28	768 29	769 30		

MAY

					770 1	2
3	771 4	772 5	773 6	774 7	775 8	9
10	776 11	777 12	778 13	779 14	780 15	16
17	781 18	782 19	783 20	784 21	785 22	23
24	786 25	787 26	787 27	788 28	789 29	30
31						

JUNE

	790 1	791 2	792 3	793 4	794 5	6
7	795 8	796 9	797 10	798 11	799 12	13
14	800 15	801 16	802 17	803 18	804 19	20
21	805 22	806 23	807 24	808 25	809 26	27
28	810 29	811 30				

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
			812 1	813 2	814 3	4
5	815 6	816 7	817 8	818 9	819 10	11
12	820 13	821 14	822 15	823 16	824 17	18
19	825 20	826 21	827 22	828 23	829 24	25
26	830 27	831 28	832 29	833 30	834 31	

AUGUST

						1
2	835 3	836 4	837 5	838 6	839 7	8
9	840 10	841 11	842 12	843 13	844 14	15
16	845 17	846 18	847 19	848 20	849 21	22
23	850 24	851 25	852 26	853 27	854 28	29
30	855 31					

SEPTEMBER

		856 1	857 2	858 3	859 4	5
6	7	860 8	861 9	862 10	863 11	12
13	864 14	865 15	866 16	867 17	868 18	19
20	869 21	870 22	871 23	872 24	873 25	26
27	874 28	875 29	876 30			

OCTOBER

				877 1	878 2	3
4	879 5	880 6	881 7	882 8	883 9	10
11	884 12	885 13	886 14	887 15	887 16	17
18	888 19	889 20	890 21	891 22	892 23	24
25	893 26	894 27	895 28	896 29	897 30	31

NOVEMBER

1	898 2	899 3	900 4	901 5	902 6	7
8	903 9	904 10	11	905 12	906 13	14
15	907 16	908 17	909 18	910 19	911 20	21
22	912 23	913 24	914 25	26	27	28
29	915 30					

DECEMBER

		916 1	917 2	918 3	919 4	5
6	920 7	921 8	922 9	923 10	924 11	12
13	925 14	926 15	927 16	928 17	929 18	19
20	930 21	931 22	932 23	933 24	25	26
27	934 28	935 29	936 30	937 31		

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

EXHIBIT “D”

Insurance Certificates and Endorsements

(Insert behind this page.)



CITY OF BEAUMONT
PUBLIC WORKS DEPARTMENT

550 E. 6th STREET, BEAUMONT, CA 92223

CONTRACT DOCUMENTS & SPECIFICATIONS
FOR:

19/20 STREET CIP PROGRAM (THREE PROJECTS)

Project I: CIP 2018-004 & CIP 2019-002 Beaumont Avenue Rehabilitation Project

Project II: CIP 2018-003 Alleyway Rehabilitation Project

Project III: CIP 2018-001 & CIP 2019-001 Annual Slurry Seal Project

BID PUBLISHED:	January 17, 2020
MANDATORY PRE-BID MEETING:	January 24, 2020, 9:00 A.M.
BIDS MUST BE RECEIVED BY:	February 14, 2020, 11:00 A.M.
PLACE OF BID RECEIPT:	City Hall – Front Desk 550 E. 6th Street Beaumont, CA 92223
QUESTIONS IN BY:	January 31, 2020 @ 12:00 A.M.
BID OPENING DATE:	February 14, 2020, 11:15 A.M.
BID OPENING LOCATION:	City Hall Conference Room # 1 550 E. 6th Street Beaumont, CA 92223

CITY OF BEAUMONT
CALIFORNIA
PUBLIC WORKS DEPARTMENT
CONTRACT DOCUMENTS & SPECIFICATIONS

FOR:

19/20 STREET CIP PROGRAM (THREE PROJECTS)

Project I: CIP 2018-004 & CIP 2019-002 Beaumont Avenue Rehabilitation Project

Project II: CIP 2018-003 Alleyway Rehabilitation Project

Project III: CIP 2018-001 & CIP 2019-001 Annual Slurry Seal Project

Prepared Under the Supervision of:

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 sealed bids for the **19/20 STREET CIP PROGRAM (THREE CONCURRENT PROJECTS)** which includes the following projects:

- Project I: CIP 2018-004 & CIP 2019-002 Beaumont Avenue Pavement Rehabilitation Project**
- Project II: CIP 2018-003 Alleyway Rehabilitation Project**
- Project III: CIP 2018-001 & CIP 2019-001 Annual Slurry Seal Project**

at CITY HALL (located at 550 E. 6th Street, Beaumont, California, 92223), no later than **11:00 A.M., Friday February 14, 2020**, 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.

A Mandatory pre-bid meeting is scheduled for 9:00 A.M., Friday January 24, 2020 at CITY HALL.

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: **“ATTN.: SEALED BID FOR 19/20 STREET CIP PROGRAM.**

THIS IS A NINETY (90) WORKING 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 work for the 19/20 STREET CIP PROGRAM includes three concurrent projects.

Project I: CIP 2018-004 & CIP 2019-002 Beaumont Avenue Pavement Rehabilitation Project

The Works consists of rehabilitating portions of Beaumont Avenue and Pennsylvania Avenue with a combination of full-depth pavement replacement and grind and overlay; work generally consist of, but not limited to, cold milling, pulverizing or removal of existing asphalt paving, base material, haul off excess material, recompact base, construct new asphalt pavement and restripe to existing conditions.

Project II: CIP 2018-003 Alleyway Rehabilitation Project

The Works consist of, but not limited to, pulverizing or removal of existing asphalt paving, base material, haul off excess material, recompact base, construct new asphalt pavement.

Project III: CIP 2018-001 & CIP 2019-001 Annual Slurry Seal Project

NOTICE INVITING BIDS

The Works consists of, but not limited to, existing asphalt cleaning and preparation for slurry seal material, applying slurry seal material as specified on the plans and in the specifications.

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. 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.

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 (www.calrecycle.ca.gov/Laws/Regulations/Title14/ch1.htm#ch1a5), 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), a copy of form 168 is provided herein for reference.

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

NOTICE INVITING BIDS

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 alone by the City. 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.

For further information contact the following persons;

Jeff Hart, PE, Public Works Department

(951) 769-8520, or by FAX at (951) 769-8526

E-mail: jhart@beaumontca.gov

**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 jhart@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 and Utility Services 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 SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid 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 the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by City as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of _____ (Bidder's Name)
For the BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT

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. The City will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. 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. 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**.

INSTRUCTIONS TO BIDDERS

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:

BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT

TIME OF COMPLETION: NINETY (90) CALENDAR DAYS

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**

PROJECT I

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Beaumont Avenue: 6th Street (Sta: 106+17±) to 11th Street (Sta: 134+06±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Temporary Construction Sign	1	LS		
2	Adjust Valve Cover to Grade	17	EA		
3	Remove Asphalt Concrete Surfacing	1	LS		
4	Cold Milling asphalt concrete surfacing	1	LS		
5	Class II Aggregate Base	3,060	CY		
6	Rubberized Hot Mix Asphalt	4,967	TN		
7	Traffic Stripping and Pavement Markings	1	LS		
8	Pavement Markers	1	LS		
9	Loop Detectors	10	EA		
10	Unclassified Excavation	500	CY		
PROJECT I BASE BID SUBTOTAL:					

PROJECT II**ALLEYWAY REHABILITATION PROJECT**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Remove Asphalt Concrete Surfacing	1	LS		
2	Class II Aggregate Base	233	CY		
3	Rubberized Hot Mix Asphalt	295	TN		
4	Unclassified Excavation	150	CY		
5	Remove Concrete (Curb & Gutter)	80	LF		
6	Minor Concrete (gutter)	1	LS		
7	Minor Concrete (apron)	1	LS		
8	Minor Concrete (Sidewalk)	1	LS		
PROJECT II BASE BID SUBTOTAL:					

PROJECT III**ANNUAL SLURRY SEAL PROJECT**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Slurry Seal Type 2	132,150	SY		
2	Traffic Stripping and Pavement Markings	1	LS		
3	Pavement Markers	1	LS		
Project III Base Bid Subtotal:					
BASE BID TOTAL					

**PROJECT I ADDITIVE BID A
BID SCHEDULE**

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Beaumont Avenue: 5th Street (Sta: 100+21±) to 6th Street (Sta: 106+17±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
A2	Adjust Valve Cover to Grade	4	EA		
A3	Remove Asphalt Concrete Surfacing	1	LS		
A5	Class II Aggregate Base	905	CY		
A6	Rubberized Hot Mix Asphalt	1,205	TN		
A7	Traffic Stripping and Pavement Markings	1	LS		
A8	Pavement Markers	1	LS		
A9	Loop Detectors	28	EA		
A10	Unclassified Excavation	180	CY		
A11	Remove Concrete	1	LS		
A12	Minor Concrete (cross-Gutter and spandrel)	1	LS		
A13	Adjust Sewer Manhole Cover to Grade	2	EA		
PROJECT I ADDITIVE BID A TOTAL:					

**PROJECT I ADDITIVE BID B
BID SCHEDULE**

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Beaumont Avenue: 11th Street (Sta: 134+06±) to 13th Street (Sta: 157+00±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
B2	Adjust Valve Cover to Grade	4	EA		
B3	Remove Asphalt Concrete Surfacing	1	LS		
B4	Cold Milling asphalt concrete surfacing	1	LS		
B5	Class II Aggregate Base	140	CY		
B6	Rubberized Hot Mix Asphalt	2,695	TN		
B7	Traffic Stripping and Pavement Markings	1	LS		
B8	Pavement Markers	1	LS		
B10	Unclassified Excavation	500	CY		
PROJECT I ADDITIVE BID B TOTAL:					

**PROJECT I ADDITIVE BID C
BID SCHEDULE**

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Beaumont Avenue: 13th Street (Sta: 157+00±) to Oak Valley Parkway (Sta: 169+19±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
C3	Remove Asphalt Concrete Surfacing	1	LS		
C4	Cold Milling asphalt concrete surfacing	1	LS		
C5	Class II Aggregate Base	35	CY		
C6	Rubberized Hot Mix Asphalt	1,406	TN		
C7	Traffic Stripping and Pavement Markings	1	LS		
C8	Pavement Markers	1	LS		
C9	Loop Detectors	9	EA		
C10	Unclassified Excavation	360	CY		
PROJECT I ADDITIVE BID C TOTAL:					

**PROJECT I ADDITIVE BID D
BID SCHEDULE**

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Beaumont Avenue: Oak Valley Parkway (Sta: 169+19±) to Cougar Way (Sta: 196+53±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
D2	Adjust Valve Cover to Grade	2	EA		
D3	Remove Asphalt Concrete Surfacing	1	LS		
D4	Cold Milling asphalt concrete surfacing	1	LS		
D5	Class II Aggregate Base	222	CY		
D6	Rubberized Hot Mix Asphalt	2,934	TN		
D7	Traffic Stripping and Pavement Markings	1	LS		
D8	Pavement Markers	1	LS		
D9	Loop Detectors	28	EA		
D10	Unclassified Excavation	500	CY		
D13	Adjust Comm Manhole Cover to Grade	1	EA		
PROJECT I ADDITIVE BID D TOTAL:					

**PROJECT I ADDITIVE BID E
BID SCHEDULE**

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Beaumont Avenue: Cougar Way (Sta: 196+53±) to Brookside Ave (Sta: 222+33±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
E3	Remove Asphalt Concrete Surfacing	1	LS		
E4	Cold Milling asphalt concrete surfacing	1	LS		
E5	Class II Aggregate Base	260	CY		
E6	Rubberized Hot Mix Asphalt	2,459	TN		
E7	Traffic Stripping and Pavement Markings	1	LS		
E8	Pavement Markers	1	LS		
E9	Loop Detectors	19	EA		
E10	Unclassified Excavation	760	CY		
PROJECT I ADDITIVE BID E TOTAL:					

**PROJECT I ADDITIVE BID F
BID SCHEDULE**

**BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT
Pennsylvania Avenue: North RR R/W (Sta: 100+00±) to 6th Street (Sta: 109+04±)**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
F4	Cold Milling asphalt concrete surfacing	1	LS		
F6	Rubberized Hot Mix Asphalt	733	TN		
F7	Traffic Stripping and Pavement Markings	1	LS		
F8	Pavement Markers	1	LS		
F9	Loop Detectors	6	EA		
F10	Unclassified Excavation	250	CY		
PROJECT I ADDITIVE BID F TOTAL:					

PROJECT I ALTERNATE BID ITEM

BID SCHEDULE

BEAUMONT AVENUE PAVEMENT REHABILITATION PROJECT

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
X	Pulverize existing asphalt pavement, base material and native soil to a minimum depth of 13-inches per Caltrans Section 30-3. Maximum diameter for pulverized material shall be ¾-inch.	107,060	SF		
XX	Remove excess pulverized material to top of base material elevations per typical street section	2,500	CY		
PROJECT I ALTERNATE BID TOTAL =					

**PROJECT III ADDITIVE BID A
 BID SCHEDULE**

ANNUAL SLURRY SEAL PROJECT

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/ UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
A1	Slurry Seal Type 2	72,200	SY		
A2	Remove and Replace in-kind Painted and Thermoplastic Striping, Markings, Legends, and Raised Pavement Markers	1	LS		
PROJECT III ADDITIVE 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 **Beaumont Avenue Pavement Rehabilitation 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 _____

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.

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

Portion of the Work	Subcontractor	Location of Business	% of the Work

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

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:

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:

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

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 _____ **Beaumont Avenue Pavement Rehabilitation 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.

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, 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

PUBLIC WORKS AGREEMENT

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

business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

- 6. Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 7. Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- 8. Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 9. Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 10. Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY, and the County of Riverside, and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include

any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- 15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- 16. Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 17. Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XII. REGISTRATION REQUIREMENTS

A. Pursuant to Section 1771.1(a) of the Labor Code:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

C. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that (Insert Name) whose title is (Insert Title) is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- | | |
|--|---|
| <input type="checkbox"/> Notice Inviting Bids | <input type="checkbox"/> Information Required of Bidder |
| <input type="checkbox"/> Scope of Work Summary | <input type="checkbox"/> Construction Services Agreement |
| <input type="checkbox"/> Information for Bidders | <input type="checkbox"/> Certificate Regarding Worker's |
| <input type="checkbox"/> Bid Form | <input type="checkbox"/> Compensation |
| <input type="checkbox"/> Non-Collusion Affidavit | <input type="checkbox"/> Drug-free Workplace Certification |
| <input type="checkbox"/> Site Visit Certification | <input type="checkbox"/> Plans and Specifications |
| <input type="checkbox"/> Faithful Performance Bond | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> Labor and Materials Payment Bond | <input type="checkbox"/> Drawings |
| <input type="checkbox"/> General and Supplemental Conditions | <input type="checkbox"/> Change Orders |
| <input type="checkbox"/> Special Conditions | <input type="checkbox"/> Shop Drawing Transmittals |
| <input type="checkbox"/> Project Construction Schedule | <input type="checkbox"/> Contractor's Certificate Regarding |
| <input type="checkbox"/> Proposed Subcontractors | <input type="checkbox"/> Non-Asbestos Containing Materials |
| <input type="checkbox"/> Bid Bond | |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

XVII. ENTIRE CONTRACT

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

SIGNATURE PAGE TO

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(NAME OF CONTRACTOR)**

CITY:

CITY OF BEAUMONT

By: _____
Julio Martinez III, 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 **Beaumont Avenue Pavement Reconstruction Project** (hereinafter referred to as the “Project”).

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

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

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

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

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

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains.

PERFORMANCE BOND

Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

[Remainder of Page Left Intentionally Blank.]

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

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.

GENERAL CONDITIONS

- 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.

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- 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 allege 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

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

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 \$2,000 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 (90%) 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 ten percent (10%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.
- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the City, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

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

GENERAL CONDITIONS

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.

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, 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, 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

PROJECT I & II TECHNICAL PROVISIONS

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.
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.
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.

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 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.

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 proved

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. TEMPORARY CONSTRUCTION SIGN

The Contractor shall install a temporary construction sign at the project limits, as approved by the Engineer. Additionally, the Contractor shall install a CalRecycle sign located as directed 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.
- At a minimum the sign contents shall include:
 - "City of Beaumont Capitol Improvement Project 2018-004"
 - "Beaumont Avenue Rehabilitation and Street Improvements"
 - completion date
 - construction amount
 - information contact phone number

- reference to the City w/ logo and Council members:



- The reference to the following funding source with logos
 - SB1- The Road and Accountability Act of 2017
 - Riverside County- Measure A
 - CalRecycle- Rubberized Pavement (TRP) grant



In addition to the project sign a CalRecycle sign must permanently posted for a minimum duration of one year after project completion in a prominent location. The following are the requirements for the CalRecycle sign:

- Minimum Size 18" X 24"
 - Sign Substrate .040 aluminum
 - Corners rounded or squared
 - Background Color White
 - Print Colors Pantone 576 (green), 540 (blue)
 - Line Screen No coarser than 45 lpi
- 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 the City shall assume responsibility for the sign.

The following is an example of the sign: Further information can be found at <https://www.calrecycle.ca.gov/docs/cr/tires/grants/resources/ractiresign.pdf>



Payment for project signs shall be made at the contract lump sum amount, 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.

TP06. 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:

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.

TP07. CONSTRUCTION SURVEY AND MONUMENT PRESERVATION

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. ADJUST COVER TO GRADE

Adjustment of storm drain/sewer manhole frames and covers, water valve, and gas valve 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.

The Contractor shall have the option of installing American Highway Products Ltd. (or approved equal) Pivoted Turnbuckle Manhole Riser Rings and Water Gas Valve Riser Rings. Contact information: American Highway Products Ltd., 11723 Strasburg Bolivar Rd. N.W., Bolivar, OH 44612, Office: (888) 272.2397, Fax: (330) 874.3800, Web Site: www.ahpl.com, Email: sales@ahpl.com. This usage is applicable to City-owned storm drain manholes only. The contractor is responsible for obtaining timely written approval from other applicable agencies that have jurisdiction over other manhole and valve covers found within the work area for the usage of the pivoted turnbuckle manhole and valve cover riser rings.

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-PG64-10 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.

All existing water valve and gas valve covers of the slip-can/sleeve type shall be adjusted to grade during paving. For other types of 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.

Beaumont-Cherry Valley Water District will install new telescoping valve cans along the project limits. The Contractor will be required to coordinate the installation timing with the District and perform the final adjustment to the cover per this specification and direction for the District.

Payment for adjusting manhole frames and covers as well as valve covers shall be made at the Contract unit price paid per each for adjusting water valve covers, gas valve covers, storm drain manhole covers, and sewer manhole covers 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.

TP10. PAVEMENT PREPARATION

Work shall consist of preparing the existing bituminous pavement to receive an AC overlay and shall include, but not be limited to, weed killing, crack sealing, 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 to be repaved and the adjacent curbs and gutters.

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:

Work shall consist of cleaning and sealing the existing cracks and joints and random cracks in bituminous surfaces to be repaved.

Pavement cracks 1/4" wide and larger in bituminous pavement shall be sealed. Pavement cracks 1/4" to 1" wide shall be cleared of all loose particles of dust, dirt, laitance and other deleterious or uncompressible material with oil-free compressed air immediately preceding the sealing operation. Cracks shall be routed out to provide a reservoir for the sealer that will have a depth of 1/2" to 3/4".

The joint and crack cleaning equipment shall be a Crafcro Crack Vacuum unit (or approved equivalent) capable of thoroughly cleaning cracks and joints to a minimum depth of 1". The vacuum unit shall be capable of air routing hard to clean cracks and vacuuming dust and debris at the same time. The vacuum unit must be equipped with filtering system of 10 microns or smaller.

The crack filling material shall be hot-applied rubberized asphalt (Crafcro Polyflex III or approved equivalent) and shall be placed in accordance with the manufacturer's recommendations. The crack filling material must not be modified or diluted in any way.

A wand and nozzle type application shall be used to fill all cracks with crack filling material. The cracks must be filled to the surface and not overfilled or applied to the top of adjoining pavement or concrete surfaces. The cracks shall be squeegee immediately after the sealant has been applied to insure conformity with the pavement surface. The crack filling material shall then be allowed to penetrate and sink into the crack area for a minimum of one hour. The contractor shall be responsible for the removal of all excess sand which shall be removed within three hours after being applied.

Areas to be crack sealed will be as designated in the field by the Engineer after the cold milling operation.

Payment for crack sealing 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, and doing all work involved of crack sealing complete in place, and no separate or additional compensation will be allowed therefor.

Pothole Repair:

Work shall consist of cleaning and permanently repairing existing potholes in bituminous pavement beneath the areas receiving an AC overlay. 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 of an AC overlay. 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 and where directed by the Engineer.

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, and doing all work involved of crack sealing complete in place, and no separate or additional compensation will be allowed therefor.

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.

TP11. UNCLASSIFIED EXCAVATION

Work shall consist of all excavation, including roadways in conformance with Section 300-2, "Unclassified Excavation."

Payment: The contract unit price bid per cubic yard for the item "Unclassified Excavation" shall include full compensation for all labor, tools, equipment, loading, hauling, disposing of materials, and incidentals for doing work involved and no additional compensation will be allowed therefor.

TP12. SUBGRADE PREPARATION

Subgrade Preparation shall conform to the requirements of Subsection 301-1, Subgrade Preparation of the Standard Specifications and these Technical Provisions.

Payment for subgrade preparation 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, disposal of loose materials, and doing all work involved, complete in place, and no separate or additional compensation will be allowed therefor.

TP13. REMOVE ASPHALT CONCRETE SURFACING

The existing asphalt concrete removed shall be disposed of at a recycling plant. The Contractor shall provide the City with the weight certification of recycling in tons of asphalt concrete and the required monthly Solid Waste Disposal and Recycling Reports.

When import soil is needed to fill in low spot areas an aggregate base fill material may be used for this purpose as directed by the Engineer. Aggregate base used as fill and/or to fill in low spots shall meet the requirements of Standard Specifications and as directed by engineer.

Payment: The contract unit bid price paid per lump sum for Remove Asphalt Concrete Surfacing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in pavement removal, transporting and hauling, disposing of excavated material, import base material as necessary to attain desired grades as directed by the Engineer and no additional compensation will be allowed therefor.

Sawcut:

Where existing asphalt surfacing is to be removed, the outline of the area shall be cut on a neat line with a power-driven saw to a minimum depth of 2 in. before removing the surfacing. The Contractor will not be required to sawcut the pavement where the joint line or cut line is cold milled.

Payment: Full compensation for sawcutting existing surfacing shall be considered as included in various other items of work.

"T-Grind":

Where new asphalt surfacing is to be placed adjacent to existing asphalt surfacing, the Contractor shall cold mill the existing asphalt surface, coincident with the new asphalt surfacing, a minimum

of 12” from the adjoining edge. Cold milling shall be performed consisted with “Cold Milling Asphalt Concrete Surfacing”. The new asphalt surfacing shall extend to the milled section of the existing asphalt surface as an overlay.

Payment: Full compensation for T-grind shall be considered as included in various other items of work.

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.

Revise Section 404, Cold Milling, Subsection 404-11, Payment to read as follows.

Payment: The contract unit bid price paid per lump sum 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.

TP15. RUBBERIZED HOT MIX ASPHALT

1. General

1.1. Scope

This work consists of constructing a Rubberized Hot Mix Asphalt-Gap Graded (RHMA-G).

1.2. Definitions

Rubberized Hot Mix Asphalt-Gap Graded (RHMA-G): Mixture of paving asphalt, asphalt modifier, crumb rubber modifier, and gap-graded aggregate mixed in a central mixing plant.

Crumb Rubber Modifier (CRM): Combination of ground or granulated scrap tire and high natural crumb rubber.

Scrap tire crumb rubber: Any combination of:

1. Automobile tires
2. Truck tires
3. Tire buffing

High natural crumb rubber: Material containing between 40 to 48 percent natural rubber.

Fine aggregate: Aggregate passing the no. 4 sieve.

Coarse aggregate: Aggregate retained on the no. 4 sieve.

Asphalt Modifier: A resinous, high flash point, and aromatic hydrocarbon.

1.3. Submittals

The Contractor shall comply with all Federal, State, and Local environmental laws, rules, regulations, and ordinances including, but not limited to, air quality requirements.

At least 10 days before starting any RHMA-G activities, submit the name of an authorized laboratory to perform Quality Control (QC) testing for RHMA-G. The authorized laboratory must comply with the Caltrans Independent Assurance Program (IAP) or possess current AASHTO Material Reference Laboratory (AMRL) accreditation for all ASTM and AASHTO tests required in Section 2.

Contractor shall submit to the Agency a certified volume or weight slip for each delivery of asphalt-rubber binder ingredients and RHMA-G.

At least 14 days before use, submit:

1. Four each one-quart cans of mixed asphalt-rubber binder
2. Samples of each asphalt-rubber binder ingredient
3. SDS for each hazardous material
4. Asphalt-rubber binder formulation, including:
 - 4.1. Source and grade of asphalt binder
 - 4.2. Source and type of asphalt modifier
 - 4.3. Each source and type of scrap tire crumb rubber and high natural crumb rubber
 - 4.4. Percentage of asphalt modifier by weight of asphalt binder
 - 4.5. Percentage of combined asphalt binder and asphalt modifier by weight of asphalt-rubber binder
 - 4.6. Percentage of scrap tire crumb rubber and high natural crumb rubber by total weight of asphalt-rubber binder
 - 4.7. Percentage of scrap tire crumb rubber and high natural crumb rubber by total weight of crumb rubber modifier
 - 4.8. Minimum reaction time and temperature
5. Test results
 - 5.1. Certificate of Compliance showing the asphalt binder is the required PG grade
 - 5.2. Test results showing the asphalt modifier meets the requirements in Table 1
 - 5.3. Test results showing each source of CRM meets the requirements in Tables 2, 3, and 4
 - 5.4. Test results showing the asphalt-rubber binder meets the requirements in Tables 5 and 6

5.5. Test results showing the aggregate meets the requirements in Tables 7 and 8

5.6. Test results showing the RHMA-G meets the requirements in Table 9

6. JMF Forms

6.1. Caltrans Contractor Job Mix Formula Proposal form CEM-3511

6.2. Caltrans Contractor Hot Mix Asphalt Design Data form CEM-3512

6.3. Caltrans Hot Mix Asphalt Verification form CEM-3513, if available

6.4. Caltrans Job Mix Formula Renewal form CEM-3514, if available

1.4. Job Mix Formula (JMF)

Contractor shall submit the proposed JMF for each type of RHMA-G to be used. The Contractor is required to submit mix design documentation that has been dated within 12 months of submittal. The Contractor shall submit the test results for the RHMA-G showing that the mixture meets all of the requirements as shown in Section 2.6 of these specifications.

The JMF must be submitted on the Caltrans Contractor Job Mix Formula Proposal form CEM-3511 along with:

1. Mix design documentation on Caltrans Contractor Hot Mix Asphalt Design Data form CEM-3512. Also report the theoretical maximum specific gravity for the RHMA-G.

2. JMF verification on a Caltrans Hot Mix Asphalt Verification form CEM-3513, if available.

3. JMF renewal on a Caltrans Job Mix Formula Renewal form CEM-3514, if available.

The JMF forms do not need to be Caltrans approved, however, the Contractor is encouraged to submit them to the Agency if the Contractor has these forms available.

All Caltrans JMF forms can be found online at:

<http://www.dot.ca.gov/hq/construc/forms.htm>

1.5. Quality Control Program

Develop, implement, and maintain a QC program.

Contractor shall prepare and maintain QC records, including:

1. Names and qualifications of:

1.1. Samplers

1.2. Testers

1.3. Inspectors

2. Testing laboratories

3. Testing equipment calibrations and certifications

4. Construction inspection reports

5. Sampling and testing records organized by date and type of material

6. Test results with comparison of quality characteristic requirements

7. Test results in relation to action and any suspension limits

8. Records of corrective actions and suspensions

Contractor shall notify the Agency within 24 hours of any noncompliance identified by the QC program.

1.6. Quality Control Manager

Contractor shall assign a QC manager before the start of the affected work. The QC manager must receive, review, and approve all correspondence, submittals, and reports relating to the QC of materials before they are submitted to the Agency. The QC manager must be the sole individual responsible for:

1. Signing the QC plan
2. Implementing the QC plan
3. Maintaining the QC records

The QC manager must be Contractor's employee or must be hired by a subcontractor providing only QC services. The QC manager must not be employed or compensated by a subcontractor or by any other persons or entities hired by subcontractors who will provide services or material for the project.

2. Materials

2.1. Asphalt Binder

Asphalt binder must be PG 64-16.

Asphalt Binder must comply with Section 92 of the current Caltrans Standard Specifications.

2.2. Asphalt Modifier

Asphalt modifier must be a resinous, high flash point, aromatic hydrocarbon. Asphalt modifier must comply with the requirements shown in Table 1.

Table 1: Asphalt Modifier for Asphalt-rubber Binder

Quality Characteristic	Test Method	Requirement
Viscosity at 100 °C (m ² /s x 10 ⁻⁶)	ASTM D445	X ± 3 ^a
Flash point (CL.O.C., °C, min)	ASTM D92	207
Asphaltenes by mass (% , max)	ASTM D2007	0.1
Aromatics by mass (% , min)	ASTM D2007	55

^a X denotes the asphalt modifier viscosity from 19 to 36 as proposed by the Contractor. The proposed value "X" shall be submitted in writing to the Agency. A change in X requires a new asphalt-rubber binder submittal.

2.3. Crumb Rubber Modifier

Crumb rubber modifier (CRM) shall consist of a combination of scrap tire CRM and high natural CRM. The scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tires or tire buffings. The high natural CRM shall consist of ground or granulated rubber derived from materials that utilize high natural rubber sources.

Scrap tire crumb rubber and high natural crumb rubber must be delivered to the asphalt-rubber binder production site in separate bags and shall be sampled and tested separately.

Steel and fiber must be separated. If steel and fiber are cryogenically separated, it must occur before grinding and granulating. Cryogenically-produced CRM particles must be large enough to be ground or granulated. Cryogenically produced CRM particles that pass through the grinder or granulator without being ground or granulated, respectively, shall not be used.

The CRM must comply with the requirements shown in Tables 2, 3 and 4.

Table 2: Crumb Rubber Modifier Physical Requirements

Quality characteristic	Test method	Requirement
Wire in CRM (% , max)	California Test 385	0.01
Fabric in CRM (% , max)	California Test 385	0.05
CRM specific gravity	California Test 208	1.1-1.2

Table 3: Crumb Rubber Modifier Chemical Requirements

Quality Characteristic	Test Method	Scrap Tire	High Natural
Acetone extract (%)	ASTM D297	6.0–16.0	4.0–16.0
Rubber hydrocarbon (% , min)	ASTM D297	42.0–65.0	50.0
Natural rubber content (%)	ASTM D297	22.0–39.0	40.0–48.0
Carbon black content (%)	ASTM D297	28.0–38.0	---
Ash content (% , max)	ASTM D297	8.0	---

Table 4: Crumb Rubber Gradation Requirements

Percentage Passing

Sieve Size	Scrap Tire	High Natural
No. 8	100	100
No. 10	98–100	100
No. 16	45–75	95–100
No. 30	2–20	35–85
No. 50	0–6	10–30
No. 100	0–2	0–4
No. 200	0	0–1

2.4. Asphalt-Rubber Binder

Asphalt-Rubber Binder must be a combination of:

1. Asphalt binder
2. Asphalt modifier
3. Crumb rubber modifier

Asphalt-rubber binder blending equipment must be authorized under the Caltrans Material Plant Quality Program. The blending equipment must allow the determination of weight percentages of each asphalt-rubber binder ingredient.

Asphalt-rubber binder must be 79 ± 1 percent by weight asphalt binder and asphalt modifier. The minimum percentage of CRM must be 20.0 percent and lower values may

not be rounded up. CRM must be 75 ± 2 percent by weight scrap tire crumb rubber and 25 ± 2 percent by weight high natural crumb rubber.

If asphalt-rubber binder containing minimum 20.0 percent of CRM results in a viscosity in excess of the requirements in Table 5, the Contractor may request a waiver allowing the minimum CRM percentage to be reduced. In no case shall the CRM content be reduced to below 18.0 percent. The waiver request must be accompanied by the results of the required tests on the base asphalt binder, asphalt modifier, CRM material, as well as the tests required of the blended Asphalt-Rubber Binder, as shown in Table 5. Tests results for the blended Asphalt-Rubber Binder shall be provided at 20.0 percent CRM content and at the proposed lower content.

Asphalt modifier and asphalt binder must be blended at the production site. Asphalt modifier must be from 2.5 to 6.0 percent by weight of the asphalt binder in the asphalt-rubber binder. The asphalt-rubber binder supplier determines the exact percentage.

The blend of asphalt binder and asphalt modifier must be combined with the CRM at the asphalt-rubber binder production site. Proportion and mix asphalt binder, asphalt modifier, and CRM simultaneously or premix the asphalt binder and asphalt modifier before adding CRM. If premixing the asphalt binder and asphalt modifier, mix them for at least 20 minutes. The asphalt binder and asphalt modifier blend must be from 375 to 440 degrees F when the CRM is added. Combined ingredients must be allowed to react at least 45 minutes at temperatures from 375 to 425 degrees F except the temperature shall not be higher than 25 degrees F below the actual flashpoint of the asphalt modifier. Do not use the asphalt-rubber binder during the first 45 minutes of the reaction period.

After reacting for at least 45 minutes, the asphalt-rubber binder must comply with the requirements shown in Table 5.

Table 5: Asphalt-Rubber Binder

Quality Characteristic	Test Method	Requirement
Cone penetration at 25 °C (0.10 mm)	ASTM D217	25–70
Resilience at 25 °C (min, % rebound)	ASTM D5329	18
Softening point (°C)	ASTM D36/D36M	52-74
Viscosity at 375 °F ($\text{Pa}\cdot\text{s} \times 10^{-3}$) ^a	ASTM D7741/D7741M	1,500–4,000

^a Prepare sample for viscosity test in accordance with California Test 388.

Stop heating unused asphalt-rubber binder 4 hours after the 45-minute reaction period. If the asphalt-rubber binder drops below 375 degrees F, reheat before use. Reheating asphalt-rubber binder that cools below 375 degrees F is a reheat cycle. Do not exceed 2 reheat cycles. If reheating, asphalt-rubber binder must be from 375 to 425 degrees F before use.

During reheating, scrap tire crumb rubber may be added. Scrap tire crumb rubber must not exceed 10 percent by weight of the asphalt-rubber binder. Allow added scrap tire crumb rubber to react for at least 45 minutes. Reheated asphalt-rubber binder must comply with the specifications for asphalt-rubber binder.

Asphalt-rubber binder shall be designed from testing for each quality characteristic and for the reaction temperatures expected during production. The profile must include the same component sources for the asphalt-rubber binder used. The 24-hour (1,440-minute) interaction period determines the design profile. At a minimum, mix asphalt-rubber binder components, take samples, and perform and record the tests shown in Table 6.

Table 6: Asphalt-Rubber Binder Reaction Design Profile

Quality characteristic	Test Method	Minutes of reaction ^a							Limit ^c
		45	60	90	120	240	360	1,440	
Cone penetration at 25 °C (0.10 mm)	ASTM D217	X ^b	---	---	---	X	---	X	25-70
Resilience at 25 °C (min, % rebound)	ASTM D5329	X	---	---	---	X	---	X	18
Softening point (°C)	ASTM D36/D36M	X	---	---	---	X	---	X	52-74
Viscosity (Pa•s x 10 ⁻³) ^a	ASTM D7741/D7741M	X	X	X	X	X	X	X	1,500 - 4,000

^aSix hours (360 minutes) after CRM addition, reduce the oven temperature to 275 degrees F for 16 hours. After the 16-hour (960 minutes) cool down after CRM addition, reheat the binder to the reaction temperature expected during production for sampling and testing at 24 hours (1,440 minutes).

^b”X” denotes required testing.

^c The values presented in this table are for binder design only and are not to be used for material acceptance.

2.5. Aggregate

Reclaimed Asphalt Pavement (RAP) and Recycled Asphalt Shingles (RAS) are not allowed in RHMA-G.

Aggregate for RHMA-G must comply with the gradation requirements shown in Table 7.

Table 7: Aggregate Gradation Requirements for RHMA-G

Sieve Size	Percentage passing by weight	
	1/2 inch	
	Target value limit	Allowable tolerance
1"	100	---
3/4"	100	---
1/2"	90-100	±6

3/8"	83-87	±6
No. 4	28-42	±6
No. 8	14-22	±5
No. 30	5-15	±4
No. 200	2-7	±2

The aggregate must also comply with the requirements shown in Table 8.

Table 8: Aggregate Requirements

Quality Characteristics	Test Method	Requirement
Percent of crushed particles Coarse aggregate (min, %) One-fractured face Two-fractured faces	AASHTO 335	---
Fine aggregate (min, %) (Passing No. 4 sieve and retained on No. 8 sieve.) One-fractured face		90
Los Angeles Rattler (max, %) Loss at 100 Rev. Loss at 500 Rev.	AASHTO T 96	12
		40
Sand equivalent (min) ^a	AASHTO T 176	47
Flat and elongated particles (max, % by weight at 5:1)	ASTM D4791	10
Fine aggregate angularity (min, %) ^b	AASHTO T 304, Method A	45

^aReported value must be the average of 3 tests from a single sample. The use of a reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, “Manual Shaker” 7.1.2, “Alternate Method No. 2,” and 8.4.3, “Hand Method,” do not apply. Prepare the stock solution as specified in section 4.8.1, “Stock solution with formaldehyde,” except omit the addition of formaldehyde.

^bThe Agency waives this specification if RHMA-G contains 10 percent or less of nonmanufactured sand by weight of total aggregate unless your JMF fails verification. Manufactured sand is fine aggregate produced by crushing rock or gravel.

2.6. Rubberized Hot Mix Asphalt-Gap Graded (RHMA-G)

RHMA-G mixture must comply with the requirements shown in Table 9.

Table 9: RHMA-G Requirements for Superpave Mix Design

Quality characteristic	Test method	Requirement
Air voids content (%)	AASHTO T 269	$N_{\text{design}} = 4.0$
Gyrations compaction (no. of gyrations)	AASHTO T 312	$N_{\text{design}} = 50-150^{\text{a}}$
Voids in mineral aggregate (min, %)	SP-2 Asphalt Mixture Volumetrics	18.0-23.0

Dust proportion	SP-2 Asphalt Mixture Volumetrics	Report only
Bulk Specific gravity	AASHTO T 275 Method A	Report only
Theoretical maximum specific gravity	AASHTO T 209 Method A ^b	Report only
Hamburg wheel track (min number of passes at 0.5-inch rut depth) Binder grade: PG 58 PG 64	AASHTO T 324 (Modified) ^c	15,000 20,000
Minimum Asphalt-Rubber Binder Content (% by total weight of mix)	Note D below	7.5

^a Superpave gyratory compactor ram pressure may be increased to a maximum of 825 kPa, and specimens may be held at a constant height for a maximum of 90 minutes.

^b Calculate the air voids content of each specimen using AASHTO T 275, Method A, to determine bulk specific gravity. Use AASHTO T 209, Method A, to determine theoretical maximum specific gravity. Under AASHTO T 209, use a digital manometer and pycnometer when performing AASHTO T 209.

^c Test plant-produced RHMA-G.

^d Once the percent asphalt-rubber binder is determined by the mix design, the production tolerance shall be + 0.5% / -0.4%, but in no case shall the binder content be less than 7.5% by total weight of mix (8.1% by dry weight of aggregate) as determined by California Test 362, 379, or 382.

Determine the quantity of asphalt-rubber binder to be mixed with the aggregate for the RHMA-G as follows:

1. Base the calculations on the average of 3 briquettes produced at each asphalt-rubber binder content.
2. Plot asphalt-rubber content versus average air voids content for each set of 3 specimens and connect adjacent points with a best-fit curve.
3. Calculate voids in mineral aggregate for each specimen, average each set, and plot the average versus asphalt-rubber binder content.
4. Calculate the dust proportion and plot versus asphalt-rubber binder content.
5. From the curve plotted, select the theoretical asphalt-rubber binder content at 4 percent air voids.
6. At the selected asphalt-rubber binder content, calculate the dust proportion.
7. Record the asphalt-rubber binder content as the Optimal Binder Content (OBC).

Laboratory mixing and compaction must comply with AASHTO R 35, except the mixing temperature of the aggregate must be from 300 to 325 degrees F. The mixing temperature of the asphalt-rubber binder must be from 375 to 425 degrees F. The compaction temperature of the combined mixture must be from 290 to 320 degrees F.

There are no requirements for the Dust Proportion for the RHMA-G mixture, but this value must be reported by the Contractor.

PROJECT I & II TECHNICAL PROVISIONS

3. Quality Control

3.1. Asphalt Modifier

Test asphalt modifier under the test methods and frequencies shown in Table 10.

Table 10: Asphalt Modifier Testing Frequencies

Quality characteristic	Test method	Frequency
Viscosity	ASTM D445	1 per project
Flash point	ASTM D92	
Asphaltenes	ASTM D2007	
Aromatics	ASTM D2007	

3.2. Crumb Rubber Modifier

If multiple sources of scrap tire CRM are used, the tests shall be performed on each source separately. Test CRM under the test methods and frequencies shown in Table 11.

Table 11: Crumb Rubber Modifier Testing Frequencies

Quality characteristic	Test method	Frequency
CRM gradation	California Test 385	1 per shipment
Wire in CRM	California Test 385	
Fabric in CRM	California Test 385	
CRM specific gravity	California Test 208	

3.3. Asphalt-Rubber Binder

Test asphalt-rubber binder under the test methods and frequencies shown in Table 12.

Table 12: Asphalt-Rubber Binder Testing Frequencies

Quality characteristic	Test method	Sampling location	Frequency
Viscosity at 375 °F	ASTM D7741/D7741M	Reaction vessel	1 per batch of asphalt-rubber binder
Cone penetration	ASTM D217		
Resilience	ASTM D5329		
Softening point	ASTM D36/36M		

Retain the sample from each batch. A batch shall consist of all asphalt-rubber material that is blended together from the raw materials (asphalt binder, asphalt modifier, CRM). Each time asphalt binder, asphalt modifier, and CRM are blended together the resulting material will be considered a batch.

Log the test results, including time of testing and temperature of the asphalt-rubber binder. Submit the log of asphalt-rubber binder viscosity test results each day of asphalt-rubber binder application to the Agency within 24 hours. The Agency shall be notified of production schedule of all asphalt-rubber binder produced for the work. The Agency reserves the right to observe QC testing of the asphalt-rubber binder.

3.4. Aggregate

Test the quality characteristics of aggregates under the test methods and frequencies shown in Table 13.

Table 13: Aggregate Testing Frequencies

Quality characteristic	Test method	Frequency
Gradation	AASHTO T 27	Startup and 1 per 750 tons
Sand equivalent ^{a, b}	AASHTO T 176	
Moisture content ^c	AASHTO T 255	
Crushed particles	AASHTO T 335	1 per project ^d
Los Angeles Rattler	AASHTO T 96	
Flat and elongated particles	ASTM D4791	
Fine aggregate angularity	AASHTO T 304, Method A	

^aReported value must be the average of 3 tests from a single sample

^bUse of a sand reading indicator is required as shown in AASHTO T 176, Figure 1. Sections 4.7, “Manual Shaker” 7.1.2, “Alternate Method No. 2,” and 8.4.3, “Hand Method,” do not apply. Prepare the stock solution as specified in section 4.8.1, “Stock solution with formaldehyde,” except omit the addition of formaldehyde.

^cTest at continuous mixing plants only. For lime-treated aggregate, test aggregate before treatment and test for gradation and moisture content during RHMA-G production.

^dAt the discretion of the Agency, testing for crushed particles, Los Angeles Rattler, Flat and elongated particles, and/or fine aggregate angularity performed during the mix design, mix design verification, or mix design renewal may be used in lieu of testing during the project.

3.5. Rubberized Hot Mix Asphalt-Gap Graded

Test the quality characteristics of RHMA-G under the test methods and frequencies shown in Table 14.

Table 14: RHMA-G Requirements for Superpave Mix Design

Quality characteristic	Test method	Frequency
Air voids content (%)	AASHTO T 269	1 per 2,000 tons but not less than 1 per paving day
Asphalt-Rubber Binder Content	Note A below	
RHMA-G moisture content	AASHTO T 329	
Voids in mineral aggregate (min, %)	SP-2 Asphalt Mixture Volumetrics	
Dust proportion	SP-2 Asphalt Mixture Volumetrics	1 per 10,000 tons but not less than 1 per project
Hamburg wheel track	AASHTO T 324 (Modified)	
Nuclear gauge density ^b	ASTM D 2950	3 per 250 tons but not less than 3 per paving day

^a Once the percent asphalt-rubber binder is determined by the mix design, the production tolerance shall be + 0.5% / -0.4%, but in no case shall the binder content be less than 7.5% by total weight of mix (8.1% by dry weight of aggregate) as determined by California Test 362, 379, or 382.

^bCalibrated to cores using CTM 375 or other means.

Laboratory mixing and compaction must comply with AASHTO R 35, except the mixing temperature of the aggregate must be from 300 to 325 degrees F. The mixing temperature of the asphalt-rubber binder must be from 375 to 425 degrees F. The compaction temperature of the combined mixture must be from 290 to 320 degrees F.

4. Construction

4.1. Equipment

4.1.1. Producing Asphalt-Rubber Binder and RHMA-G

All equipment used to blend, store, and transport crumb rubber, asphalt modifier, asphalt-rubber binder, and RHMA-G shall comply with the requirements of Caltrans Material Plant Quality Program (*MPQP*) unless otherwise authorized in writing by the Agency.

The Agency reserves the right to require approval of equipment by the Agency prior to use.

4.1.2. Placing/Spreading RHMA-G

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute RHMA-G the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references. The screed must be heated and produce a uniform RHMA-G surface texture without tearing, shoving, or gouging. The paver must not leave marks such as ridges and indentations.

All trucks transporting RHMA-G to the jobsite shall be completely covered with tarpaulins, which are fully secured, during transport.

Rollers must be equipped with a system that prevents RHMA-G from sticking to the wheels. Contractor must use a parting agent that does not damage the RHMA-G or impede the bonding of layers.

In areas inaccessible to spreading and compacting equipment:

1. Spread the RHMA-G by any means to obtain the specified lines, grades, and cross sections
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction.

The use of a material transfer vehicle is allowed. The material transfer vehicle must have sufficient capacity to prevent stopping the paver and must be capable of:

1. Either receiving RHMA-G directly from trucks or using a windrow pickup head to load it from a windrow deposited on the roadway surface

2. Remixing the RHMA-G with augers before transferring into the paver's receiving hopper or feed system
3. Transferring RHMA-G directly into the paver's receiving hopper or feed system

4.1.3. Compacting RHMA-G

The Contractor shall not use a pneumatic-tired roller to compact any RHMA-G material.

Each roller must have a separate operator. Rollers must be self-propelled and reversible.

4.2. Surface Preparation

On the day that a street receives RHMA-G material, it shall be swept without the use of water. Pavement must be completely dry prior to placement of RHMA-G. The Contractor shall not begin any activities related to the placement of RHMA-G on any street until the Agency has approved the street cleaning.

Apply a tack coat on the existing pavement surface and on the vertical surfaces of any curbs, gutters, and construction joints. Apply the tack coat at a rate shown in Table 15, or as otherwise ordered by the Agency:

Table 15: Tack Coat Application Rates for RHMA-G

RHMA-G over:	Minimum residual rates (gal/sq yd)		
	CSS1/CSS1h, SS1,SS1h and QS1h/CQS1h asphaltic emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 asphaltic emulsion	Asphalt binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h asphaltic emulsion
Existing pavement	0.07	0.08	0.06

Notify the Agency if asphaltic emulsion is diluted with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1. Measure added water by weight so long as the Contractor furnishes the Agency with weight slips from the weighmaster. Water may be measured by volume so long as the vehicles allow for accurate determination of its contents and each vehicle has a legible identification mark showing its volumetric capacity at any given time.

The application of the tack coat material shall be uniform in appearance and free from ribboning and all other defects. Correct all defective areas of the tack coat where uniform distribution was not achieved prior to placing RHMA-G material over these areas. Placement of RHMA-G material shall not be permitted until the tack coat has broken.

In the event that a scheduled street should become wet due to fog, rain, or any other reason, the placement of RHMA-G shall be suspended until the surface has dried completely, as determined by the Agency.

If using sweeping equipment to clean the streets, the Contractor will perform a minimum of two (2) complete passes over all pavement surfaces. In the event the Agency determines that two (2) passes are not adequate, the Contractor shall re-sweep designated areas as necessary to achieve the appropriate level of pavement cleaning. Completion of sweeping shall be evidence by the absence of all loose particles of paving, all dirt, sand, gravel, leaves, and all other extraneous material. Street sweeping equipment shall be a broom sweeper, or approved equal, in a sufficiently maintained condition to accomplish the sweeping goals of the project. Pavement missed by or inaccessible to broom sweepers shall be swept clean by other methods that are approved by the Agency.

4.3. Spreading RHMA-G

RHMA-G shall be spread and compacted at an ambient air temperature of at least 55 degrees F and a surface temperature of at least 60 degrees F.

The Contractor may deposit RHMA-G in a windrow and load it in the paver if the following conditions apply:

1. Paver is equipped with a hopper that automatically feeds the screed, or if a Materials Transfer Vehicle (MTV) is used.
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material.
3. Activities for depositing, pickup, loading, and paving are continuous.
4. RHMA-G temperature in the windrow does not fall below 290 degrees F.
5. Tracking of material is controlled in accordance with Section 4.5 of these Specifications

RHMA-G placed in a windrow on the roadway surface must not extend more than 250 feet in front of the paver.

The temperature of the RHMA-G mixture directly behind the paving machine, before any rolling, shall be from 290 to 325 degrees F.

Longitudinal joints in the top layer should be offset six inches from the longitudinal joint in the existing surface layer, if that joint is discernable. The direction of the offset should be towards the lane line, if the joint is not along the lane line. If the longitudinal joint in the existing surface is not discernable, the longitudinal joint shall be along the lane line. A vertical longitudinal joint of more than two inches is not allowed at any time between adjacent lanes open to traffic.

If placing RHMA-G against the edge of existing pavement, cold mill, saw cut or grind the pavement straight and vertical along the joint and remove extraneous material unless the Agency approves placement against the existing pavement edge.

For divided roadways with an RHMA-G lift thickness greater than two inches, Contractor may construct a one-foot wide tapered notched wedge joint as a longitudinal joint between adjacent lanes open to traffic. A vertical notch of 0.75 inch maximum must be placed at

the top and bottom of the tapered wedge. The tapered notched wedge must keep its shape while exposed to traffic. Pave the adjacent lane within 1 day. Construct the tapered portion of the tapered notched wedge with an authorized strike-off device. The strike-off device must provide a uniform slope and must not restrict the main screed of the paver. Contractor may use a device attached to the screed to construct longitudinal joints that will form a tapered notched wedge in a single pass. The tapered notched wedge must be compacted to a minimum of 90 percent of theoretical maximum density.

Where a tapered edge is required, use the same type of RHMA-G used for the adjacent lane or shoulder. The edge of roadway where the tapered edge is to be placed must have a solid base, free of debris such as loose material, grass, weeds, or mud. Grade the areas to receive the tapered edge as required. The tapered edge must be placed monolithic with the adjacent lane or shoulder and must be shaped and compacted with a device attached to the paver.

The device must be capable of shaping and compacting RHMA-G to the required cross section as shown. Compaction must be accomplished by constraining the RHMA-G to reduce the cross sectional area by 10 to 15 percent. The device must produce a uniform surface texture without tearing, shoving, or gouging and must not leave marks such as ridges and indentations. The device must be capable of transitioning to cross roads, driveways, and obstructions.

For the tapered edge, the angle of the slope must not deviate by more than ± 5 degrees from the angle shown in the Plans. Measure the angle from the plane of the adjacent finished pavement surface. If paving is done in multiple lifts, the tapered edge must be placed with each lift.

Short sections of hand work are allowed to construct tapered edge transitions.

If widening existing pavement, construct new pavement structure to match the elevation of the existing pavement's edge before placing RHMA-G over the existing pavement.

Unless otherwise approved by the Agency, until the adjoining through lane's top layer has been paved, do not pave the top layer of:

1. Shoulders
2. Tapers
3. Transitions
4. Road connections
5. Driveways
6. Curve widenings
7. Chain control lanes
8. Turnouts
9. Turn pockets

If the number of lanes changes, pave each through lane's top layer before paving a tapering lane's top layer. Simultaneous to paving a through lane's top layer, you may pave an adjoining area's top layer, including shoulders. Do not operate spreading equipment on any area's top layer until completing all compaction activities.

If shoulders or median borders are shown, pave shoulders and median borders adjacent to the lane before opening a lane to traffic.

If shoulder conform tapers are shown, place conform tapers concurrently with the adjacent lane's paving.

4.4. Compacting RHMA-G

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving. If a vibratory roller is used as a finish roller, turn the vibrator off. Do not open new RHMA-G pavement to traffic until its mid-depth temperature is below 160 degrees F. If the surface to be paved is both in sunlight and shade, pavement temperatures are taken in the sun.

The Contractor will use any means necessary to compact the RHMA-G material to 92.0 to 96 percent of the theoretical maximum specific gravity. The Contractor will submit to the Agency, in writing, the compaction method to be used at least 5 days prior to placing any RHMA-G material.

Spread sand at a rate between 1 and 2 lbs/sq yd on new RHMA-G pavement when finish rolling is complete. Sand must be free of clay and organic matter. Sand must comply with Section 90-1.02C(3) of the current Caltrans Standard Specifications. Keep traffic off the pavement until spreading of the sand is complete.

4.5. Clean Up / Control of Material Tracked From Project

It is the intent of this specification to minimize the tracking and depositing of RHMA-G and tack beyond the limits of the paved areas of the project.

Any RHMA-G or tack tracked onto adjacent paved or other surfaces shall be removed to the satisfaction of the Engineer within 24 hours of completion of paving operations utilizing those adjacent surfaces, which shall be considered to include the entire truck haul route(s) between the project location(s) and the plant(s) supplying the RHMA-G. If the adjacent surfaces are not cleaned to the satisfaction of the Engineer within 24 hours, the Engineer reserves the right to employ City forces or an outside contractor to clean the area(s). If City forces are employed, liquidated damages in the amount of \$500 per hour times the actual hours required to clean the area(s) will be deducted from monies otherwise due. If an outside contractor is employed, the actual costs for clean up will be deducted from monies otherwise due.

The costs for minimizing or otherwise controlling tracking and depositing and subsequent clean up of any materials shall be considered as included in the other items of work and no additional compensation will be provided therefore.

4.6. Pavement Smoothness

The Contractor will produce an RHMA-G pavement where the surface has a uniform appearance and texture, free from any humps or bumps, and free from segregation. The RHMA-G pavement shall be true to grade and cross section. When a 10-foot straightedge is laid on the finished surface parallel to the centerline of the roadway, the finished surface

shall not vary from the edge of the straightedge more than 1/8 inch, except at intersections or at changes of grade. Any areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. If the RHMA-G has cooled below the lower limits of the spreading temperatures prescribed in this specification, the surface of the pavement shall be brought to a true grade cross section. The RHMA-G in the area to be repaired shall be removed, by cold milling, to provide a minimum laying depth of 1 inch, or 2 times the maximum aggregate size, whichever is greater, of the new pavement at the join line. Repairs shall not be made to the pavement surface by tampering the thickness at the join lines.

Whenever compaction of the RHMA-G is complete, place all permanent traffic stripes, pavement markings, crosswalks, stop bars, and raised pavement markers as shown in the Plans or project Specifications. Placement of all pavement markings and raised pavement markers shall be completed within 10 calendar days after compaction of the RHMA-G. Protect newly placed traffic stripes and pavement markings from traffic and other deleterious activities until the paint is thoroughly dry or the thermoplastic is hard enough to bear traffic.

5. Agency Acceptance

The Agency reserves the right to refuse to permit the use of material solely on the basis of a Certificate of Compliance, except for the asphalt modifier and crumb rubber modifier. The contractor shall allow the Agency or their designee access to observe any and all QC testing being performed. The Contractor must inform the Agency or their designee of the time and location that all QC testing will be performed. Contractor shall deliver samples of materials used to the Agency or permit the Agency or their designee access to obtain samples from any stockpiles or facilities used to store or produce materials used in the RHMA-G upon request at any time during construction. Agency reserves the right to have such materials tested by an independent laboratory for compliance with the requirements in Section 2 for acceptance purposes.

Contractor must submit CalRecycle Form 739-TRP certifying the use of California tires (<http://www.calrecycle.ca.gov/Funding/Forms/Tires/CalRecycle739TRP.pdf>).

The Agency will use the results of the Contractor's QC test results to determine if the materials used for the RHMA-G meet the quality characteristic requirements that are specified herein. The Agency will accept the completed, in-place RHMA-G if the final product is uniform in appearance, free from all visible defects, bumps, and has met the minimum in-place density specified in Section 4.4 and binder content in section 2.6.

6. Payment

The payment quantity for RHMA-G is measured based on the combined mixture weight. If recorded batch weights are printed automatically, the bid item for RHMA-G is measured by using the printed batch weights. Contractor shall supply:

1. Time, date, mix number, load number, and truck identification are correlated with a load slip.
2. Each load slip shows the truck's empty weight and the truck's total weight including RHMA-G material.

3. Copy of the recorded batch weights is certified by a licensed weighmaster.

The payment for tack coat shall be considered as included in various other items of work. The Agency does not adjust the unit price for an increase or decrease in the tack coat quantity.

TP16. CLASS 2 AGGREGATE BASE

Aggregate Base, Class 2 shall conform to the provisions of Section 26 of the 2018 edition of Caltrans Standard Specifications and as modified herein.

Section 26-1.02A Class 2 Aggregate Base, first paragraph shall be modified to read: Aggregate for Class 2 aggregate base shall be free from organic matter and other deleterious matter, and shall be of such nature that it can be compacted readily under watering and rolling to form a firm and stable base.

Aggregate may consist of broken and crushed asphalt concrete or Portland cement concrete and may contain crushed aggregate base or other rock materials. The material may contain no more than 3 percent brick by weight as determined by California test method 202 as modified: Brick material retained on a No.4 sieve shall be identified visually and separated manually. Brick quantification shall be based on total weight of dry sample. Also, material retained on the 4.75 mm (No.4) sieve shall contain no more than 15 percent of particles (gravel) that have no more than one fractured face.

Processed Miscellaneous Base shall not be used.

Payment: The contract bid price paid per cubic yard for Class 2 Aggregate Base shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in placing Class 2 Aggregate Base, transporting and hauling, spreading, leveling, compacting, watering, disposing of excavated material and no additional compensation will be allowed therefor.

TP17. LOOP DETECTORS

Traffic signal loop detectors shall conform to the 2018 edition of Caltrans Standard Specifications in section 86-5, "Detectors," of the Standard Specifications and Signal, Lighting and Electrical Systems Detectors Plan ES-5B of the Standard Plans, and these technical provisions.

Detector loop configuration shall be Type as shown on plan, or as directed by the Engineer.

Detector loop wire shall be type 2. Detector loop lead in cable shall be Type B. Detector loop curb terminations shall be Type A in accordance with Standard Plan ES-5D. Loop sealant shall be the Hot-melt Rubberized Asphalt seal type, unless otherwise directed by the Engineer. Loop conductors and sealant shall be installed on the same day the loop slots are cut.

Payment for Traffic Signal Detector loops shall be made at the contract unit price for “Loop Detectors” 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.

TP18. TRAFFIC STRIPING AND PAVEMENT MARKINGS

All traffic stripes and markings, both replaced in-kind or as shown on plan, 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 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.

TP19. 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.

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.

TP20. REMOVE CONCRETE

The Contractor shall completely remove the concrete gutter and spandrels. Broken concrete, asphalt and debris shall be disposed of concurrently with its removal. Stockpiling will not be allowed without prior written approval of the Engineer.

The Contractor shall furnish trash bins for all debris from construction. All debris shall be placed in trash bins daily. Forms and false-work that are to be re-used shall be stacked neatly concurrently with their removal. Forms and false-work that are not to be re-used shall be disposed of concurrently with their removal.

The Contractor shall repair or replace all existing improvements within the right-of-way which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavement, structures, etc.) which are damaged or removed as a result of the Contractor's operations.

If the Contractor encounters material in demolition or work that he has reason to believe may be hazardous waste, as defined by Section 25117 of the Health and Safety Code, he shall immediately so notify the Engineer in writing. Demolition in the immediate area of the suspected hazardous material shall be suspended until the Engineer authorizes it to be resumed. If such suspension delays the current controlling operation, the Contractor will be granted an extension of time.

Payment: The Contract lump sum price paid for removing the concrete shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all

the work involved in removing, demolition, containing, hauling, disposal, and incidentals. No other payments shall be made therefore.

TP21. MINOR CONCRETE

Portland Cement Concrete (PCC) shall meet the requirements of Section 201, "Concrete, Mortar, and Related Materials," Subsection 302-6, "Portland Cement Concrete Pavement," and Section 303, "Concrete and Masonry Construction," of the Standard Specifications, and these provisions:

- A. Except as otherwise specified, all PCC used on this project shall be Class 560-C-3250 with a maximum slump of 4 in. for all PCC and with the exact mix proportions being determined by the Contractor except as specified by the Engineer.
- B. Admixtures shall not be permitted.
- C. Supplementary Cementitious Materials will not be permitted.
- D. Reclaimed Concrete Material shall not be permitted.
- E. The total elapsed time between addition of water at the batch plant and the completion of the discharge of the PCC from the mixer shall not exceed ninety (90) minutes or before 250 revolutions of the drum, whichever occurs first. All PCC remaining in the mixer after said ninety (90) minutes time limit shall be rejected and removed from the project site. When the temperature of the PCC is 30°C (86°F) or greater or any conditions contributing to quick stiffening of the PCC, it shall be removed from the project site.
- F. Contractor shall use ¼ inch bituminous type joint expansion filler only.

Payment: The lump sum amount provided in the bid proposal shall be considered full compensation for furnishing labor, materials, and disposal and construction including the AC pavement adjacent to new work, minor pruning and grinding, clearing and grubbing and no additional compensation will be allowed.

TP22. 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.

TP23. PULVERIZED ROADBED (Alternative Bid)

30-3.01 GENERAL

30-3.01A Summary

Section 30-3 includes specifications for constructing a uniform stabilized base by pulverizing existing asphalt concrete pavement and underlying granular base material.

30-3.01B Definitions

Lot: 2000 sq yd of pulverized roadbed

OMC: Optimum moisture content

30-3.01C Submittals

At least 10 days before starting pulverized roadbed activities submit the following:

1. QC plan
2. Contingency plans for actions you will take to ensure that the pulverized roadbed will be open to traffic at the close of every work shift

Submit a report each day that includes the following items for each lot from the previous day's activities:

1. General Information:
 - 1.1 Lot number
 - 1.2 Location description
 - 1.3 Beginning and ending station
 - 1.4 Lane number and offset from centerline
 - 1.5 Ambient air temperature before beginning daily pulverized roadbed activities including time of temperature reading
2. A summary of any weight or load slips for each weighed material indicating truck and trailer numbers, tare weight, gross weight, net weight, and date
3. Calculated cement application rate in lb/sq yd and percent by dry weight of pulverized roadbed
4. Calculated supplementary aggregate application rate in lb/sq yd and percent by dry weight of pulverized roadbed
5. Depth of cut at least once every 300 feet along the cut length, on both sides of the pulverizing equipment
6. Gradation of pulverized material from loose samples taken from behind the pulverizing equipment
7. In-place wet density and relative compaction at 10 random locations under California Test 231
8. Laboratory test maximum wet density under California Test 216
9. Residual application rate of asphaltic emulsion in gal/sq yd

10. Application rate of sand cover in lb/sq yd
11. Note on the daily report the postmile or station limits of any unsuitable materials locations and when the Engineer was notified

For each dilution of asphaltic emulsion submit:

1. Asphaltic emulsion type
2. Weight ratio of water to bituminous material in the original asphaltic emulsion
3. Weight of asphaltic emulsion before diluting
4. Weight of added water
5. Final dilution weight ratio of water to asphaltic emulsion

30-3.01D Quality Control and Assurance

30-3.01D(1) General

Divide the area to receive pulverized roadbed into lots to be produced. A quantity of pulverized roadbed placed at the end of the working day greater than 500 sq yd is a lot. If a quantity of pulverized roadbed placed at the end of a working day is less than 500 sq yd, you may either make this quantity a lot or include it in the previous lot's test results for quality control.

For any lot including the test strip, stop pulverized roadbed activities and immediately notify the Engineer whenever:

1. Any test result shown in the Minimum Quality Control Requirements for Pulverized Roadbed table or the Pulverized Roadbed Acceptance Criteria Testing table does not comply with the specifications
2. Visual inspection shows non-compliant pulverized roadbed for:
 - 2.1. Segregation, tearing, and scarring of the finished surface
 - 2.2. Variance of more than 0.05 foot measured from the lower edge of a 12-foot straightedge
 - 2.3. Uniform surface texture throughout the work limits
 - 2.4. Repaired areas

If QC or acceptance testing indicates non-compliance and activities are stopped, before resuming activities:

1. Inform the Engineer of the adjustments you will make
2. Reprocess, remedy, or replace the noncompliant lot
3. Construct a new test strip of pulverized roadbed with proposed adjustments demonstrating ability to comply with the specifications
4. Obtain authorization

30-3.01D(2) QC Plan

The QC plan must describe the organization, responsible parties, and procedures you will use to perform the following:

1. Control quality including sampling, testing, and reporting
2. Determine when corrective actions are needed
3. Implement corrective actions

Meet with the Engineer 1 week before starting pulverized roadbed activities to review the QC plan.

The QC plan must include (1) copies of the forms that will be used to provide the required inspection records and sampling and testing results, and (2) a pulverizing and paving plan outlining the sequence of work, including the maximum production rate for pulverizing operations. Forms must show project requirements.

The QC plan must include a contingency plan that describes the corrective actions you will take in the event of equipment break down. The corrective actions must include repairing and reopening the roadway to traffic or maintaining traffic control until the lane can be opened to traffic.

30-3.01D(3) Test Strip

On the first day of pulverized roadbed activities and using the same equipment and materials that will be used during production, construct at least 1,500 feet in a single lane width to verify the:

1. Equipment, materials, and processes can produce pulverized roadbed in compliance with the specifications
2. Effect of varying the pulverizing machine's forward speed and drum rotation rate on the consistency of the pulverized material
3. Rolling method and sequence can produce pulverized roadbed in compliance with the compaction and finishing specifications
4. Application rate of asphaltic emulsion

Allow 24 hours for authorization. For production, adjustments to the equipment, material, and process determinations made by the test strip must be authorized.

The Engineer tests each test strip under section 30-3.01D(5). Proceed with pulverized roadbed activities when the test strip is authorized except if the Engineer's acceptance criteria test results are not available, you may proceed at your own risk. Do not proceed with pulverized roadbed activities if the equipment and processes fail to produce a pulverized roadbed that complies with the specifications.

30-3.01D(4) Quality Control, Sampling, and Testing

Take samples under California Test 125.

Furnish a testing laboratory with testing personnel for QC that has been qualified under the Department's Independent Assurance Program.

Perform sampling and testing for each test strip and at the specified frequency for the quality characteristics shown in the following table:

Minimum Quality Control Requirements for Pulverized Roadbed

Quality characteristic	Test method	Minimum sampling and testing frequency	Requirement	Sampling location	Maximum reporting time allowance
Cement spread rate (lb/sq yd)	Calibrated tray or equal	Test strip and 1 per lot	Specified rate \pm 5%	Roadbed	24 hours
Cement mixing	Phenolphthalein pH indicator solution	Test strip and 1 per lot	Pink color	Loose mix after pulverizing and mixing	
Gradation (% passing) Sieve Size 2" 1 1/2"	California Test 202	Test strip and 1 per lot	100 90-100	Loose mix after pulverizing and mixing	
Moisture content (%)	California Test 226 (Determine OMC under California Test 216)	Test strip and 2 per day	From 0 to +3% of OMC	Loose mix after pulverizing and mixing	
Depth of cut (ft)	NA	300 feet	Not more than 0.05 ft less than the thickness shown	Both sides of reclaiming machine along cut length	
In-place wet density (lb/cu ft)	California Test 231	The same locations as relative compaction tests	Report only		
Relative compaction (% min)	California Test 231	One per test strip and 10 random locations per lot	95	Compacted roadbed	

30-3.01D(5) Acceptance Criteria

Pulverized roadbed acceptance is based on:

1. Visual inspection specified in 30-3.01D(1)
2. Compliance with the Pulverized Roadbed Acceptance Criteria Testing table:

Pulverized Roadbed Acceptance Criteria Testing

Quality characteristic	Test method	Requirement
Relative compaction (% , min)	California Test 231	95
Thickness (ft)	Field measurement	Not more than 0.05 ft less than the thickness shown

30-3.02 MATERIALS

30-3.02A General

Not Used

30-3.02B Supplementary Aggregate

Supplementary aggregate must comply with the Aggregate Quality table for Class 2 aggregate base in section 26. Supplementary aggregate must not include cinders. Do not use supplementary aggregate with more than 50 percent by volume of reclaimed asphalt concrete. Supplementary aggregate must weigh at least 105 lb/cu ft, determined under California Test 212, Compacted Method (by Rodding).

30-3.02C Cement

Cement must be Type II or Type V portland cement as specified in ASTM C 150/150M.

30-3.02D Water

Notify the Engineer if a water source other than potable water is used and perform testing for chlorides and sulfates. If potable water is not used, water must be clean and contain no more than 650 parts per million of chlorides as Cl determined under California Test 422 and no more than 1,300 parts per million of sulfates as SO₄ determined under California Test 417.

30-3.02E Asphaltic Emulsion

Asphaltic emulsion must be Grade SS1h or CSS1h.

For dilution, the weight ratio of water added to asphaltic emulsion must not exceed 1 to 1.

30-3.02F Sand Cover

Sand cover must comply with section 90-1.02C(4)(c).

Sand must not contain clay or organic matter.

30-3.03 CONSTRUCTION

30-3.03A General

Do not start pulverized roadbed activities if the ambient air temperature is below 40 degrees F. If the ambient air temperature falls below 40 degrees F, you may only compact and finish pulverized roadbed.

Before starting daily pulverized roadbed activities, sweep the pulverized roadbed area constructed the previous day to remove loose material.

Do not use a heating device to soften the pavement.

30-3.03B Equipment

Do not interrupt traffic while servicing pulverized roadbed equipment.

Pulverizing equipment must:

1. Be a self-propelled reclaiming machine
2. Pulverize the existing pavement and underlying material to the required size
3. Mix the pulverized pavement, underlying material, water, cement, and supplementary aggregate into a homogeneous and uniform mixture
4. Be equipped with automatic depth controls capable of maintaining the cutting depth to within 0.05 foot of the depth shown
5. Have a minimum 8-foot wide cutter that can remove the existing pavement to the specified depths

Supplementary aggregate or cement spreading equipment must uniformly distribute the supplementary aggregate or cement throughout the area to receive it. The spreader must be equipped with working scales or proportioning and distance measuring devices to control the spread rate.

If supplementary aggregate or cement is spread before pulverizing the existing pavement, the pulverizing equipment must produce a uniform mixture without segregation.

Compacting equipment must be a sheepsfoot roller, a vibratory steel-tired roller, and a pneumatic-tired roller. All compacting equipment must be self-propelled and reversible. The frequency of amplitude of vibrating rollers must be adjustable and exceed a static force of 15 tons in vibratory mode.

Grading equipment must be a motor grader with automatic grade controls for profile elevation and cross slope.

Spread sand cover with a self-propelled spreader equipped with a mechanical device that spreads sand over the entire roadbed at a uniform rate in a single application.

30-3.03C Surface Preparation

Before pulverized roadbed activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation
2. Removing standing water
3. Referencing the profile and cross slope
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
 - 4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way
 - 4.2. Cut lines must indicate the sequence of the cuts
5. Referencing existing lane lines and striping layout

If excess material is to be stored adjacent to the shoulder, clear and dispose of the weeds, grass, and debris from the area.

30-3.03D Spreading, Mixing, and Compacting

Spread supplementary aggregate before spreading cement. The supplementary aggregate spread rate must be ___ lb/sq yd \pm 5 percent.

Do not spread dry cement in windy conditions that will result in dust outside the pulverized roadbed area. The cement spread rate must be ___ lb/sq yd \pm 5 percent.

Mix cement within 30 minutes of spreading. The mixture must not include streaks and pockets of cement. Remix these areas until uniform and homogeneous. Complete all mixing and compacting within 4 hours of mixing cement.

Remove any visible oversized materials in the pulverized roadbed mixture before shaping and compacting.

If you encounter unstable subgrade or rocks greater than 4 inches in the roadway section, notify the Engineer. The Engineer determines the extent of the unsuitable material and the corrective measures to be taken.

If the established grade will cause noncompliance with the thickness requirements, notify the Engineer.

30-3.03E Finishing

The finished pulverized roadbed surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline.

The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Do not allow traffic including construction equipment on the finished pulverized surface for 24 hours from the time the material was compacted except equipment to apply asphaltic emulsion and sand.

On the same day the roadbed is pulverized, apply a coat of asphaltic emulsion to the finished surface. Apply asphaltic emulsion before opening to traffic. Apply asphaltic emulsion at a residual rate from 0.04 to 0.07 gal/sq yd binder content. Apply sand over immediately after the asphaltic emulsion breaks. Place temporary traffic control. Do not open to traffic without the Engineer's authorization.

Spread sand at a rate from 2 to 4 lb/sq yd. Remove excess sand from the surface by sweeping.

While open to traffic and before placing HMA, maintain the pulverized roadbed surface free of ruts, bumps, indentations, raveling, and segregation. Repair damaged pulverized roadbed with minor HMA.

Place at least 0.15 foot of HMA on the finished surface of pulverized roadbed within ___ days of applying asphaltic emulsion and sand cover.

30-3.04 PAYMENT

Pulverized roadbed is measured by the completed length and width.

Supplementary aggregate (pulverized roadbed) is measured by weight under section 26.

Asphaltic emulsion (pulverized roadbed) is measured under section 94. Dilution water is measured either by weight or volume as specified for weighing, measuring, and metering devices under section 9-1.01 or you may use water meters from water districts, cities, or counties. For water measured by volume, apply a conversion factor to determine the correct weight.

Sand cover (pulverized roadbed) is measured as specified for screenings in section 37-2.04.

The Department does not adjust the unit price for cement (pulverized roadbed).

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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.

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, 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 711mm (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, 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

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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.
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.
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

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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.

TP04. 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:

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.

TP05. CONSTRUCTION SURVEY AND MONUMENT PRESERVATION

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.

TP06. 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.

TP07. PAVEMENT PREPARATION

Work shall consist of preparing the existing bituminous pavement to receive an AC overlay and shall include, but not be limited to, weed killing, crack sealing, 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 to be repaved and the adjacent curbs and gutters.

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:

Crack sealing will be preformed by City forces prior to the start of construction.

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.

TP08. SLURRY SEAL TYPE II

The Contractor shall furnish all labor, equipment, material, supplies, signage, traffic control, and other incidentals necessary to provide a Slurry Seal. Slurry Seal shall consist of a mixture of an approved emulsified asphalt, mineral aggregate, water, and specified additives, proportioned, mixed and uniformly spread over a properly prepared asphalt surface. The completed Slurry Seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant surface texture throughout its service life.

MATERIALS

Emulsified Asphalt Material – The liquid emulsion shall be water-based emulsified asphalt comprised of straight-run vacuum tower bottoms, synthetic SBR latex polymer, and emulsification agents. The SBR polymer shall be co-milled during the emulsification process such that a bicontinuous polymer-asphalt network is formed upon curing of the finished emulsion. The emulsion shall be pumpable and suitable for use in a Slurry Seal machine.

The emulsified asphalt shall conform to the requirements of the ASTM specification for quick set CQS with revisions as indicated in the table below. In addition, the emulsion shall contain 1%, 3% minimum SBR latex solids based on weight of asphalt cement. The slurry seal mixture shall contain an emulsion content of 10 – 20% by weight of dry aggregate which shall be determined in the laboratory by an approved mix design process. The residual asphalt content shall be 5 – 15% based on weight of dry aggregate.

Tests on CQS Emulsion	Minimum	Maximum	Test Method
Viscosity, Saybolt Furol, 25°C, sec, (a)	20	100	ASTM D 244
Particle Charge Test	Positive		ASTM D 244
Sieve Test, % (a)		0.1	ASTM D 6933
Distillation: (b)			AASHTO T 59
Residue, %	60		AASHTO T 59
Polymer:			
Polymer Solids Based on Weight of Asphalt, %	1, 3		Supplier Cert.
Polymer Type:	SBR Latex		Supplier Cert.
Tests on Residue (b)			AASHTO T 59

Penetration, 25°C, 100g, 5s	40		ASTM D 5
Ductility, 25°C, 5 cm/min, cm	40		ASTM D 113
Solubility in Trichloroethylene, %	97.5		ASTM D 2042
Elastic Recover, 77 F, 10cm,1h, %	40		ASTM D 5976

The specification for Slurry Emulsion is in accordance with the material properties and test methods as specified by ISSA, ASTM, and AASHTO.

- (a) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
- (b) Residue by evaporation is intended to provide rapid determination of the percent residue and to provide material for tests on residue. If the percent residue or any test on the residue fails to meet specifications, the tests will be repeated using the distillation test specified by AASHTO T59. For polymer modified emulsions, the distillation and evaporation tests will be modified to include 400F maximum temperature to be held for 15 minutes.
- (c) If the solubility of the residue is less than 97.5%, the base asphalt binder for the emulsion shall be tested. The solubility of the base asphalt binder shall be greater than 99 percent.

AGGREGATE - The aggregate shall consist of manufactured granite crusher fines. The smooth textured crusher fines shall have less than 1.25% water absorption. The aggregate shall be gray in color with 100% fractured faces, clean and free from organic matter or other deleterious substances and clay balls. Oversized granular material and/or presence of clay balls will require the project to be stopped and shall meet the following requirements:

Gradation Table – Aggregate (percent passing) (a) (b)

Sieve Size	Type II	Type III	Tolerance
3/8"	100	100	+ or - 5%
No.4	90-100	70-90	+ or - 5%
No. 8	65-90	45-70	+ or - 5%
No. 16	45-70	28-50	+ or - 5%
No. 30	30-50	19-34	+ or - 5%
No. 50	18-30	12-25	+ or - 4%
No. 100	10-21	7-18	+ or - 3%
No. 200	5-15	5-15	+ or - 2%

- (a) Meets ISSA gradation.
- (b) If oversize material is present, screening through a 1/4" screen will be required prior to delivery to the slurry machine. If clay balls are present, the aggregate may not be used.

Resistance to Degradation	(ASTM C131 grading D)	20% maximum loss
Soundness of Aggregate	(ASTM C88)	15% maximum loss
Sand Equivalent	(ASTM D 2419)	55% maximum
LA Abrasion	(AASHTO T96)	20% maximum loss

Mineral Filler: Hydrated lime, limestone dust, or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design. They shall be considered as part of the dry aggregate.

Water: All water used shall be potable and free of dissolved materials which may affect the mix characteristics or finished characteristics of the product.

Additives: Additives may be used to accelerate or retard the break-set of the Slurry Seal or to improve the resulting finished surface. The use of additives in the Slurry mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments, if required, after approval by the Project Manager.

Slurry Seal Mix Design Specifications: Before work begins, the Contractor shall submit a mix design covering the specific materials to be used on the project. The mix design shall identify the job mix formula and present test results for the required specifications verifying the compatibility of the aggregate and the modified CQS-1HL. The mix design shall follow the standards and guidelines as set forth by ISSA. The Slurry mixture shall meet the following specifications:

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB-100	Wet-Track Abrasion Loss, six (6) day Soak	75 g/ft ² (807 g/m ²)
ISSA TB-109	Sand Adhesion by wheel tester	50 g/ft ² Maximum
ISSA TB-105	Asphalt Content (based on dry aggregate)	5 – 15%
Trial Mix Characteristics		
ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB-113/3.5	Mix Characteristics	No excess free liquids in mix No excessively dry or stiff mix
ISSA TB-113/3.6	Mix Time at 77°F	180 seconds minimum
ISSA TB-113/3.6	Mix Time at 100°F	120 seconds minimum
ISSA TB-113/3.7	Set Time at 77°F Displacement	30 minutes maximum
ISSA TB-113/3.8	Clear blot	30 minutes maximum
Cured Trial Mix Evaluation (24hr-77°F cured mix from ISSA T113/3.6 - 30 second mix)		
ISSA T113/4.1	Surface Examination	No tackiness No Shininess
ISSA T113/4.2	Fines Flotation	No fines flotation

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ISSA T113/4.3	Internal Adhesion	95% minimum coating, all size particles securely held in mix, no asphalt/aggregate segregation
Wet Stripping Test - modified to a 10 minute boiling period (24hr 77°F cured mix from ISSA T113/3.6 - 30 second mix)		
ISSA T114	Coated aggregate integrity	95% minimum coating report solid, broken, crumbly, etc.
ISSA T139	Cohesion Value at 77°F	30 min 12 kg-cm min 60 min report 2 hr report 4hr report 24hr solid spin (26 in-lb)

Composition of mixture: The owner shall approve the design mix and all Slurry Seal materials and methods prior to use and shall designate the proportions to be used within the following limits:

- Residual Asphalt: 5% – 15% by dry weight of aggregate.
- Emulsion Content: 10% - 20% by dry weight if aggregate.
- Mineral Filler: 0.5% to 2% by dry weight of aggregate.
- Polymer Content: 1%, 3% minimum based on weight of asphalt cement.
- Water (Potable): As required to provide proper consistency.
- Application Rate (average): 16-20 lbs. per square yard (Type II)
18-22 lbs. per square yard (Type III)

Equipment: The material shall be mixed by either a truck mounted or self propelled micro-surfacing mixing machine. The machine shall employ continuous flow mixing and be able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler and water to a revolving multi-blade mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler and water to maintain an adequate supply to the proportioning controls.

Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked. The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time. The emulsion pump shall be a heated positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box. The mixing

PROJECT III TECHNICAL PROVISIONS

machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

Spreading Equipment: The paving mixture shall be spread uniformly by means of a mechanical type squeegee box attached to the mixer, equipped with paddles and/or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as final strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. No "burlap" will be permitted to be drug behind the squeegee box except along the seams where a 2' to 3' wide burlap "blanket" will be permitted to be drug to the extent necessary to achieve an acceptable finish at the seams as determined by the owner. Rut filling equipment will require adjustable steel strike-off plates. The seam where two spreads join shall be neat appearing and uniform. All excess material shall be removed from ends of each job site immediately.

Calibration: Each mixing unit to be used during performance of the work shall be calibrated in the presence of the Project Manager prior to construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided they were made during the same calendar year. The documentation shall include an individual calibration of each material at various settings, which can be related to each machine's metering devices. No machine will be allowed to work on the project until all calibrations have been completed and/or accepted by the Project Manager.

Lines: Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections shall be kept straight to provide a good appearance.

Handwork: Approved hand squeegees, with burlap drags, shall be used to spread Slurry in areas not accessible to the Slurry spreader box. Care shall be exercised in leaving no unsightly appearance from handwork.

Curing: Areas receiving Slurry Seal will be allowed to cure from three to five hours or until the treated pavement will not be damaged by traffic. The Contractor will protect the area with suitable barricades or markers for the full curing period. Areas damaged within 24 hours of application of Slurry, or prior to moving to new work locations, shall be repaired by the Contractor at their expense.

Surface Preparation: Immediately prior to applying the Slurry Seal, the surface shall be cleared of all loose material, oil spots, vegetation and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before Slurry surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the Slurry Seal by a suitable method. The Project Manager shall approve the surface preparation prior to surfacing.

Weather Limitations: The Slurry Seal shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures

are above 45°F (7°C) and rising. No Slurry Seal shall be applied when air temperatures will be below freezing within 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

Clean Up: All areas, such as man-ways, gutters and intersections, shall have the Slurry Seal removed as specified by the Project Manager. The Contractor shall remove any debris associated with the performance of the work on a daily basis.

Payment: The Slurry Seal shall be measured and paid for by the square yards on the work completed and accepted by the buyer. The price shall be full compensation for furnishing all materials; for preparation, mixing and applying these materials; and for all labor, equipment, tools, test design, cleanup and incidentals necessary to complete and warrant the job as specified herein.

TP09. TRAFFIC STRIPING AND PAVEMENT MARKINGS

All traffic stripes and markings, both replaced in-kind or as shown on plan, 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 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.

TP10. 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.

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.

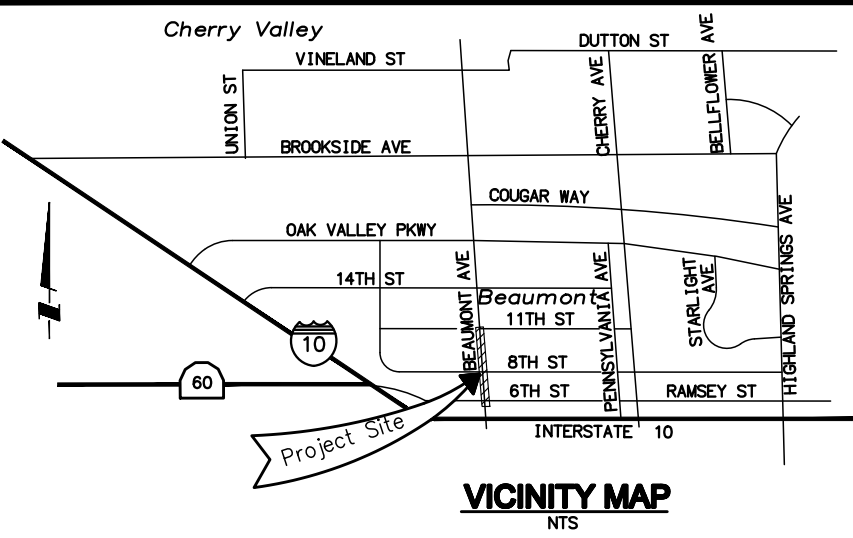
Payment: The Contract lump sum price paid for Pavement Markers shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in removing and replacing in-kind raised pavement markers and the items specified herein and no additional compensation shall be allowed therefor.

TP11. 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
(Reduced Scale)

APPENDIX B- STANDARD DRAWINGS

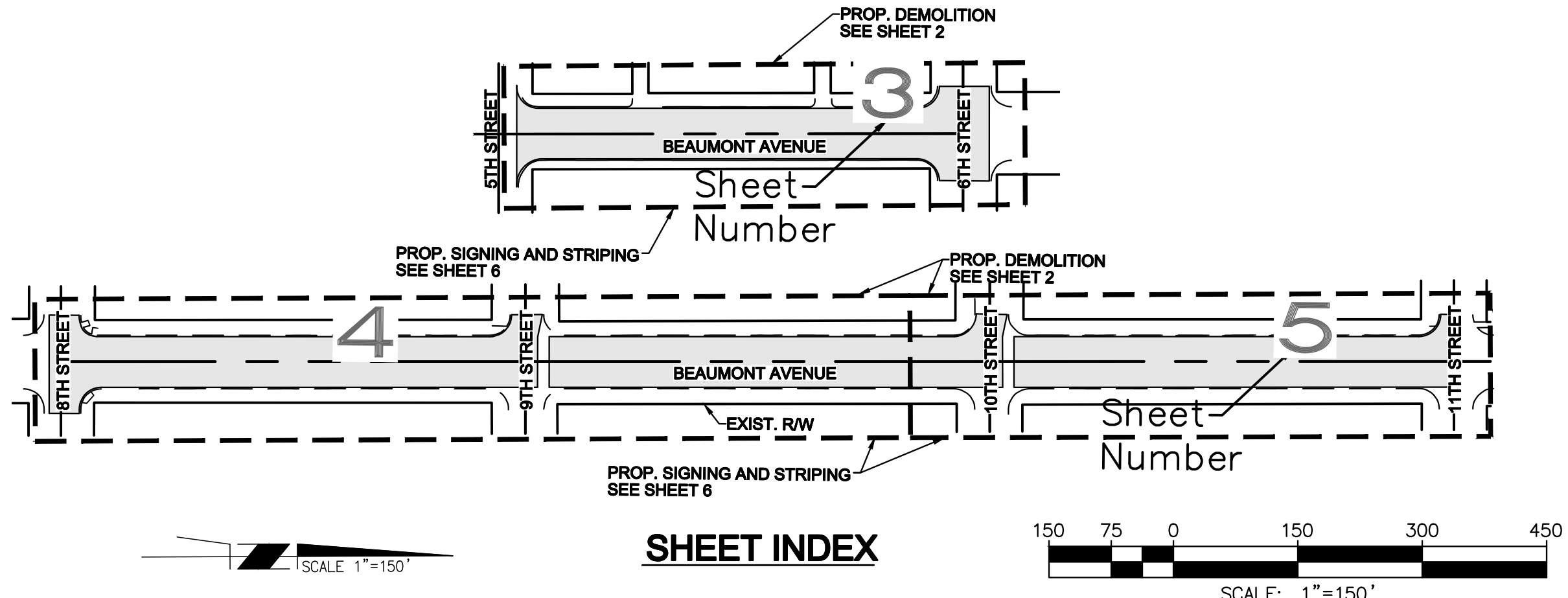


CITY OF BEAUMONT, CALIFORNIA Street Improvement Plans BEAUMONT AVENUE REHABILITATION (5TH STREET TO 6TH STREET & 8TH STREET TO 11TH STREET)

GENERAL NOTES

- THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS.
- APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE, RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN NON-COMFORMANCE IS DISCOVERED.
- CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER OF WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
- A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITEE'S POLICY IN THE MINIMUM AMOUNT OF \$1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BEST'S" KEY RATING GUIDE.
- NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
- REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.
- NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET.
- ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
- THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY.
- ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
- WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
 - SUMMARY SHEET
 - LABORATORY WORK SHEETS
 - COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS. THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD TESTS.
- A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.
- ALL INSPECTION REQUESTS SCHEDULING FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
- THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
- THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION.
- IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
- ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 6:00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED.
- ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
- NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT.
- THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
- THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
- THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE.

UNDERGROUND SERVICE ALERT	(800) 422-4133
SOUTHERN CALIFORNIA EDISON	(800) 409-2365
AT&T	(800) 892-0123
TIME WARNER CABLE	(760) 340-2225
COX COMMUNICATIONS	(888) 423-3913
- IN ACCORDANCE WITH THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.



LEGEND

- EXISTING MAJOR CONTOUR ---(-100)---
- EXISTING MINOR CONTOUR ---(-99)---
- PROPOSED MAJOR CONTOUR ---100---
- PROPOSED MINOR CONTOUR ---99---
- EXISTING CURB & GUTTER ---|---|---|---
- PROPOSED AC PAVEMENT [Hatched Box]
- AC PAVEMENT REMOVAL [Cross-hatched Box]
- CROSS GUTTER REMOVAL [Diagonal Hatched Box]
- SAWCUT [Dashed Line]

ABBREVIATIONS

- AC --- ASPHALT CONCRETE
- APN --- ASSESSOR'S PARCEL NUMBER
- BC --- BEGINNING OF CURVE
- BOR --- BEGIN CURB RETURN
- BNY --- BOUNDARY
- BP --- BEGIN OF PAVEMENT
- BVC --- BEGIN VERTICAL CURVE
- B/W --- BACK OF SIDEWALK
- CL --- CURB FACE
- CL --- CENTERLINE
- CONC --- CONCRETE
- DW --- DOMESTIC WATER
- DWY --- DRIVEWAY
- EC --- END OF CURVE
- ECR --- END CURB RETURN
- EG --- EXISTING GRADE
- EP --- EDGE OF PAVEMENT
- ETC --- END VERTICAL CURVE
- FG --- FINISHED GRADE
- FL --- FLOW LINE
- FS --- FINISHED SURFACE
- GB --- GRADE BREAK
- GL --- GUTTER LIP
- HR --- HEADER
- HP --- HIGH POINT
- LP --- LOW POINT
- LS --- LANDSCAPE AREA
- MVC --- MIDDLE OF VERTICAL CURVE
- LOC --- LENGTH ON CURB
- NG --- NATURAL GROUND
- P --- PROPERTY LINE
- PCC --- POINT OF COMPOUND CURVE
- POC --- PORTLAND CEMENT CONCRETE
- PI --- POINT OF INTERSECTION
- PIG --- POINT OF INTER. GUTTER
- PRC --- POINT OF REVERSE CURVE
- PP --- POWER POLE
- PVI --- POINT OF VERT. INTERSECTION
- PWMT --- PAVEMENT
- RP --- RADIUS POINT
- RW --- RECLAIMED WATER
- R/W --- RIGHT-OF-WAY
- ST --- STREET
- STC --- STRUCTURE
- STD --- STANDARD
- S/W --- SIDEWALK
- SWR --- SEWER
- TC --- TOP OF CURB
- TEL --- TELEPHONE BOX
- WV --- WATER VALVE
- VC --- VERTICAL CURVE
- VLT --- VAULT
- WM --- WATER METER

INDEX OF SHEETS

SHEET	DESCRIPTION
1	TITLE SHEET
2	DEMOLITION PLAN
3	BEAUMONT AVENUE - STA. 100+00.00 TO STA. 105+90.26
4	BEAUMONT AVENUE - STA. 116+64.53 TO STA. 127+00.00
5	BEAUMONT AVENUE - STA. 127+00.00 TO STA. 133+60.86
6	STRIPING PLAN

CONSTRUCTION NOTES

NO.	DESCRIPTION	UNIT	QUANTITY
1	CONSTRUCT 5.0" OVER 7.5" CLASS II AGGREGATE BASE.	SF	151,565
2	PROTECT IN PLACE EXISTING SPECIFIED ITEM.	PER PLAN	
3	ADJUST EXISTING DOMESTIC WATER VALVE TO GRADE.	EA	19
4	INSTALL THERMOPLASTIC LEGEND PER CALTRANS STD. A24D.	EA	30
5	APPLY THERMOPLASTIC YELLOW CENTERLINE MARKING PER CALTRANS STD. A20A, DETAIL 22.	LF	3,350
6	APPLY THERMOPLASTIC WHITE LANELINE MARKING PER CALTRANS STD. A20A, DETAIL 9.	LF	3,200
7	APPLY THERMOPLASTIC BASIC PAVEMENT MARKING CROSSWALK PER CALTRANS STD. A24F.	LF	2,060
8	INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STD. A24A, TYPE IV APPROX.	EA	4
9	APPLY THERMOPLASTIC STOP BAR PER CALTRANS STD. A24E.	LF	25
10	APPLY THERMOPLASTIC TRAFFIC LINE PER CALTRANS STD. A20B, DETAIL 32.	LF	500
11	ADJUST EXISTING SEWER MANHOLE TO GRADE.	EA	2
12	CONSTRUCT MODIFIED LOOP DETECTORS PER CALTRANS STD. ES-5B.	EA	20
13	CONSTRUCT MODIFIED CROSS GUTTER PER RIVERSIDE COUNTY STD. 209.	SF	1,300

DEMOLITION NOTES

NO.	DESCRIPTION	UNIT	QUANTITY
1	SAWCUT AND REMOVE EXISTING AC PAVEMENT AND BASE.	SF	151,565
3	REMOVE EXISTING CROSS GUTTER AND SPANDREL.	SF	600

ALTERNATIVE BID

NO.	DESCRIPTION	UNIT	QUANTITY
1	PULVERIZE EXISTING AC PAVEMENT, BASE AND NATIVE SOIL 18" DEEP PER CALTRANS SPECIFICATIONS	SF	151,565
2	REMOVE EXCESS PULVERIZED MATERIAL TO TOP OF BASE PER TYPICAL STREET SECTION SHOWN ON SHEET 2	CY	2,357

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR:

- 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 REQUIRED 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.
- CONTRACTOR TO VERIFY TIE-IN FLOW LINES AND/OR INVERT ELEVATIONS PRIOR TO BEGINNING OF ANY CONSTRUCTION AND SHALL NOTIFY OWNER/ENGINEER OF ANY DISCREPANCIES.

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 DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

FIRM: MICHAEL BAKER INTERNATIONAL
 ADDRESS: 75410 GERALD FORD DRIVE, SUITE 100
 CITY, ST.: PALM DESERT, CA
 TELEPHONE: 760-346-7481
 BY: DANIEL KORAVOS, RCE 36718 DATE: _____
 (NAME OF ENGINEER & RCE)

STREET NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. THIS INCLUDES UNDERGROUNDING OF EXISTING OVERHEAD LINES ALONG THE PROJECT FRONTAGE AS REQUIRED BY THE CONDITIONS OF APPROVAL. PERMITEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, GREENBOOK, LATEST EDITION AND THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS.
- ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED WITH APPROVED STREET PLAN FOR REVIEW TO THE PERMITS SECTION OR INSPECTION SECTION (FOR MAP CASES) PRIOR TO OBTAINING AN ENCROACHMENT PERMIT.
- ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES ARE IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPT.
- THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816.
- ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE R.C.T.D. STANDARD NO. 401 IF EXPANSIVE SOILS ARE ENCOUNTERED.
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461. IF CONSTRUCTION CENTERLINE DIFFERS, PROVIDE A TIE TO EXISTING CENTERLINE OF RIGHT-OF-WAY. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS INCLUDING CENTERLINE MONUMENTS, TIE POINTS, PROPERTY CORNERS AND BENCH MARKS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR PURSUANT TO SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE IMPROVEMENTS.
- ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTIONS 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.
- PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN PERCENT.
- CONSTRUCTION PROJECTS DISTURBING MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES PERMIT) OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO APPLY TO THE RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR PERMITS WHEN ANY STORM DRAIN PIPE NEEDS TO BE CONNECTED WITH A RCFC FACILITY AND ADD PERMITEE # _____ ON THE PLAN.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE RIGHT-OF-WAY.
- CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARDS NO. 206 AND/OR 207, AS DIRECTED IN THE FIELD.
- STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING SPECIFICATIONS.
- FOR ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION.
- INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE 461 AND THE COMPREHENSIVE LANDSCAPING GUIDELINES (CHOOSE THREE SPECIES AND NAME THEM HERE).
- THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, & SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS & ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS & GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED & CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

SIGNING & STRIPING NOTES

- ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST EDITION OF COUNTY OF RIVERSIDE STANDARD PLANS AND THE 2013 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES CALIFORNIA SUPPLEMENT (MUTCD).
- ALL TRAFFIC STRIPES, PAVEMENT MARKINGS, AND SIGNS SHALL BE REFLECTORIZED AND STANDARD SIZE. ALL STRIPING AND MARKING DETAILS SHALL MATCH CALIFORNIA MUTCD STANDARD DETAILS. STENCILS FOR PAVEMENT MARKING SHALL ALSO MATCH CALIFORNIA MUTCD STANDARD DETAILS.
- THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPES, PAVEMENT MARKINGS, AND RAISED PAVEMENT MARKERS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. WORD OR SYMBOL PAVEMENT MARKINGS SHALL BE REMOVED BY SANDBLASTING OR GRINDING A RECTANGULAR AREA COVERING THE WHOLE MARKING.
- ALL CROSSWALKS SHALL HAVE 10 FEET IN BETWEEN THE 12-INCH WHITE OR YELLOW STRIPES.
- ALL DOUBLE YELLOW STRIPES SHALL HAVE 3-INCH PAINTED BLACK LINE SEPARATING THE YELLOW STRIPES.
- THE CONTRACTOR SHALL FURNISH AND INSTALL ALL TRAFFIC STRIPES, RAISED PAVEMENT MARKERS (RPMs), PAVEMENT MARKINGS, AND SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER.
- ALL PAVEMENT MARKINGS INCLUDING CROSSWALKS, LIMIT LINES, AND STOP BARS SHALL BE APPLIED WITH THERMOPLASTIC MATERIAL.
- ALL RPMs SHALL BE INSTALLED WITHIN SEVEN WORKING DAYS OF ROADWAY STRIPING. ALL EXISTING RPMs WITHIN THE PROJECT AREA SHALL BE REPLACED IN KIND OR REMOVED IN ACCORDANCE WITH THE PLANS, OR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL INSTALL STANDARD SIZE SIGN PANEL ON 2" SQUARE PERFORATED STEEL TUBE POST WITH TWO PIECE ANCHOR AND SLEEVE, FASTENED WITH 3/8" RIVETS WITH STAINLESS STEEL WASHERS, UNLESS OTHERWISE NOTED. THE EXACT LOCATION OF ALL SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
- THE CONTRACTOR SHALL REMOVE SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL DELIVER REMOVED SIGNS TO THE CITY OF BEAUMONT YARD OR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL LAYOUT (CAT-TRACK) THE PROPOSED SIGNING, STRIPING, AND PAVEMENT MARKINGS IN ACCORDANCE WITH THE PLANS AND OBTAIN THE ENGINEER'S APPROVAL PRIOR TO ACTUAL INSTALLATION.
- PAINT MAY BE USED FOR MARKING PAVEMENT SURFACES THAT ARE NOT YET CAPPED/FINISHED. CONTRACTOR WILL MAINTAIN SAID TEMPORARY (PAINT) PAVEMENT MARKINGS UNTIL INSTALLATION OF ASPHALT CAPPING AND THERMOPLASTIC PAVEMENT MARKINGS ARE COMPLETED.

WORK TO BE DONE:

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 RIVERSIDE MUNICIPAL WATER DISTRICT'S STANDARDS FOR SANITARY SEWER FACILITIES. DOMESTIC AND RECLAIMED WATER: THE CHERRY VALLEY MUNICIPAL WATER DISTRICT STANDARDS FOR DOMESTIC AND RECLAIMED WATER FACILITIES.
- ALL OTHER PUBLIC WORKS: THE MOST CURRENT VERSION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).
- THIS SET OF PLANS.
- SOILS REPORT AND RECOMMENDATIONS BY SLADDEN ENGINEERING, PROJECT NO. 644-19031, DATED 8-26-19.
- CALIFORNIA STORM WATER QUALITY ASSOCIATION BMP CONSTRUCTION HANDBOOK AND CALTRANS CONSTRUCTION SITE BMP MANUAL.
- CALTRANS STANDARD PLANS(2018 EDITION) - FOR SIGNING AND STRIPING.

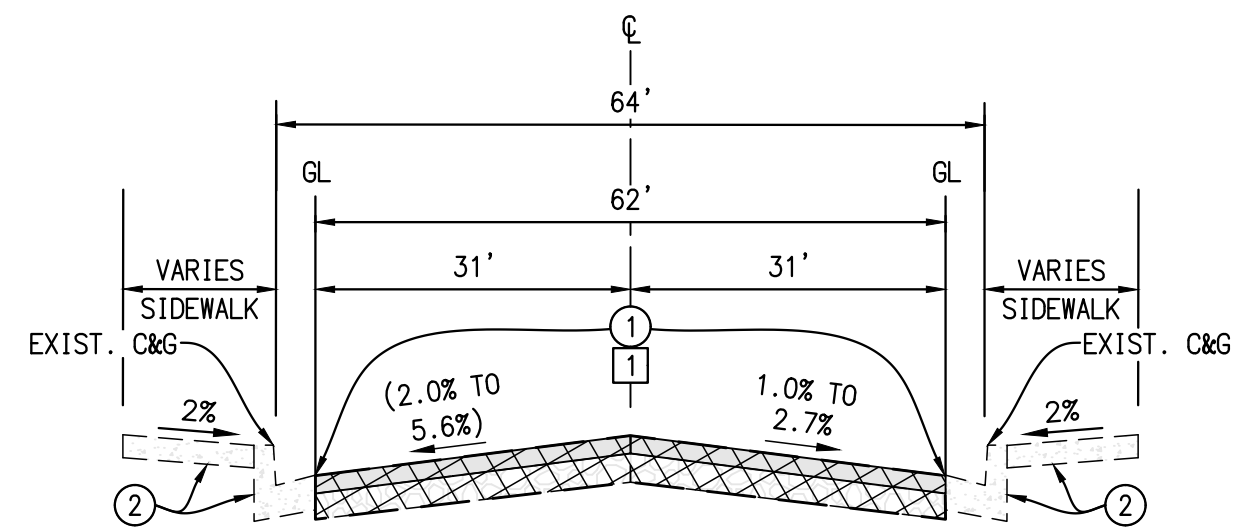
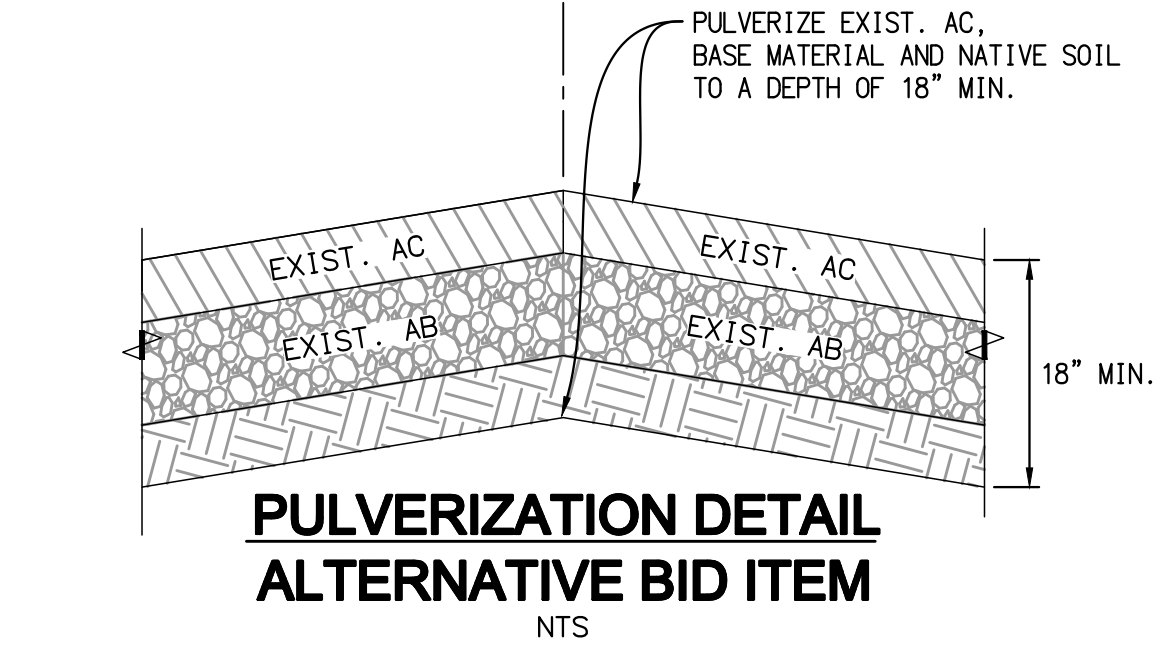
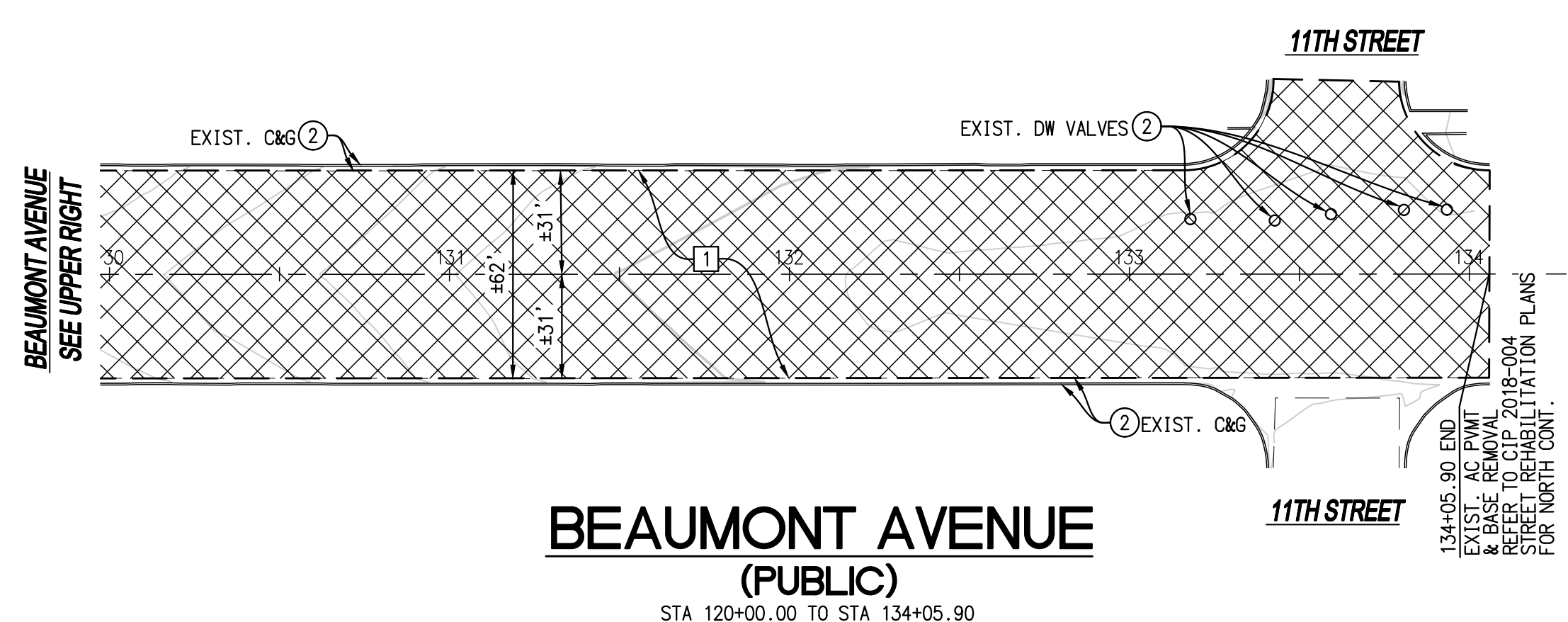
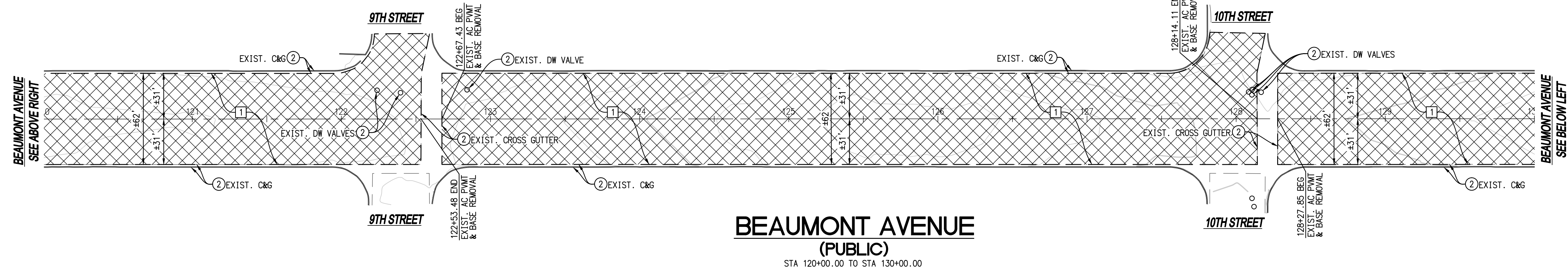
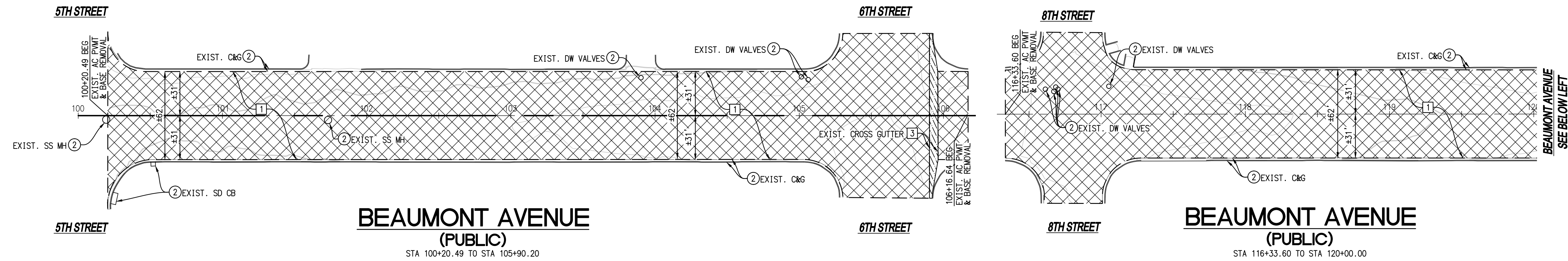
NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.	BASIS OF BEARINGS: DESCRIPTION: BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA BEARING: N 52°49'02.84" E
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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. ELEV = 2678.277 (1982), NGVD 29 (ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.)
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Michael Baker INTERNATIONAL 75410 Gerald Ford Dr. Ste.100 Palm Desert, CA 92211 Phone: (760) 346-7481 MBAKERINTL.COM	SEAL REGISTERED PROFESSIONAL ENGINEER DANIEL KORAVOS CIVIL No. C36718 STATE OF CALIFORNIA	DESIGN BY: JZ DRAWN BY: JZ CHECKED BY: RV SCALE: AS NOTED DATE: SEPTEMBER 2019 JOB NUMBER: 173251
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Reviewed By: _____ Date: _____	CITY OF BEAUMONT, CALIFORNIA	SHEET
Recommended for Approval By: Administrative Engineer _____ Date: _____	STREET IMPROVEMENT PLAN BEAUMONT AVENUE (5TH STREET TO 6TH STREET) (8TH STREET TO 11TH STREET) TITLE SHEET	1
Approved By: Director of Public Works, R.C.E. 69932 _____ Date: _____	CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	OF 6 SHEETS FILE NO:

5906 6th St Beaumont, CA 92222 TEL: (951) 769-8520 FAX: (951) 769-8528	FOR: CITY OF BEAUMONT
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CONSTRUCTION NOTES

- CONSTRUCT 5.0" OVER 7.5" CLASS II AGGREGATE BASE.
- PROTECT IN PLACE EXISTING SPECIFIED ITEM.

DEMOLITION NOTES

- SAWCUT AND REMOVE EXISTING AC PAVEMENT AND BASE.
- REMOVE EXISTING CROSS GUTTER AND SPANDREL.

ALTERNATIVE BID

- PULVERIZE EXISTING AC PAVEMENT, BASE AND NATIVE SOIL 13" DEEP PER CALTRANS SPECIFICATIONS
- REMOVE EXCESS PULVERIZED MATERIAL TO TOP OF BASE PER TYPICAL STREET SECTION SHOWN ON SHEET 2

NOTE: ALL EXISTING APPURTENANCES AND ITEMS SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE IDENTIFIED. ANY ITEM THAT CONFLICTS WITH THE WORK ASSOCIATED WITH THIS PROJECT SHALL BE BROUGHT TO THE ATTENTION OF THE PUBLIC WORKS DEPARTMENT IMMEDIATELY.

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

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

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.

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

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

Daniel Koravos
DANIEL KORAVOS
R.C.E. 36718 * EXP. 06/30/20

01/13/2020
DATE



DESIGN BY: JZ
DRAWN BY: JZ
CHECKED BY: RV
SCALE: AS NOTED
DATE: SEPTEMBER 2019
JOB NUMBER: 173251

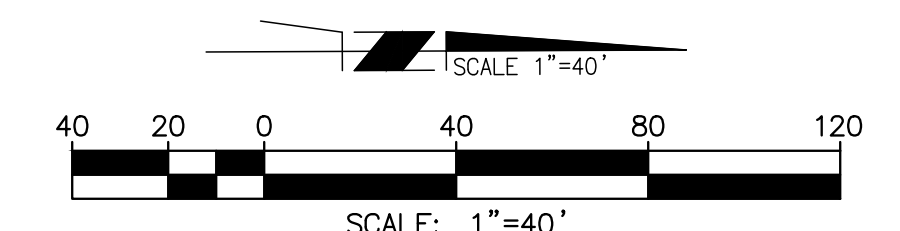
Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: _____
Director of Public Works, R.C.E. 50932

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN
BEAUMONT AVENUE
(5TH STREET TO 6TH STREET)
(8TH STREET TO 11TH STREET)
DEMOLITION PLAN

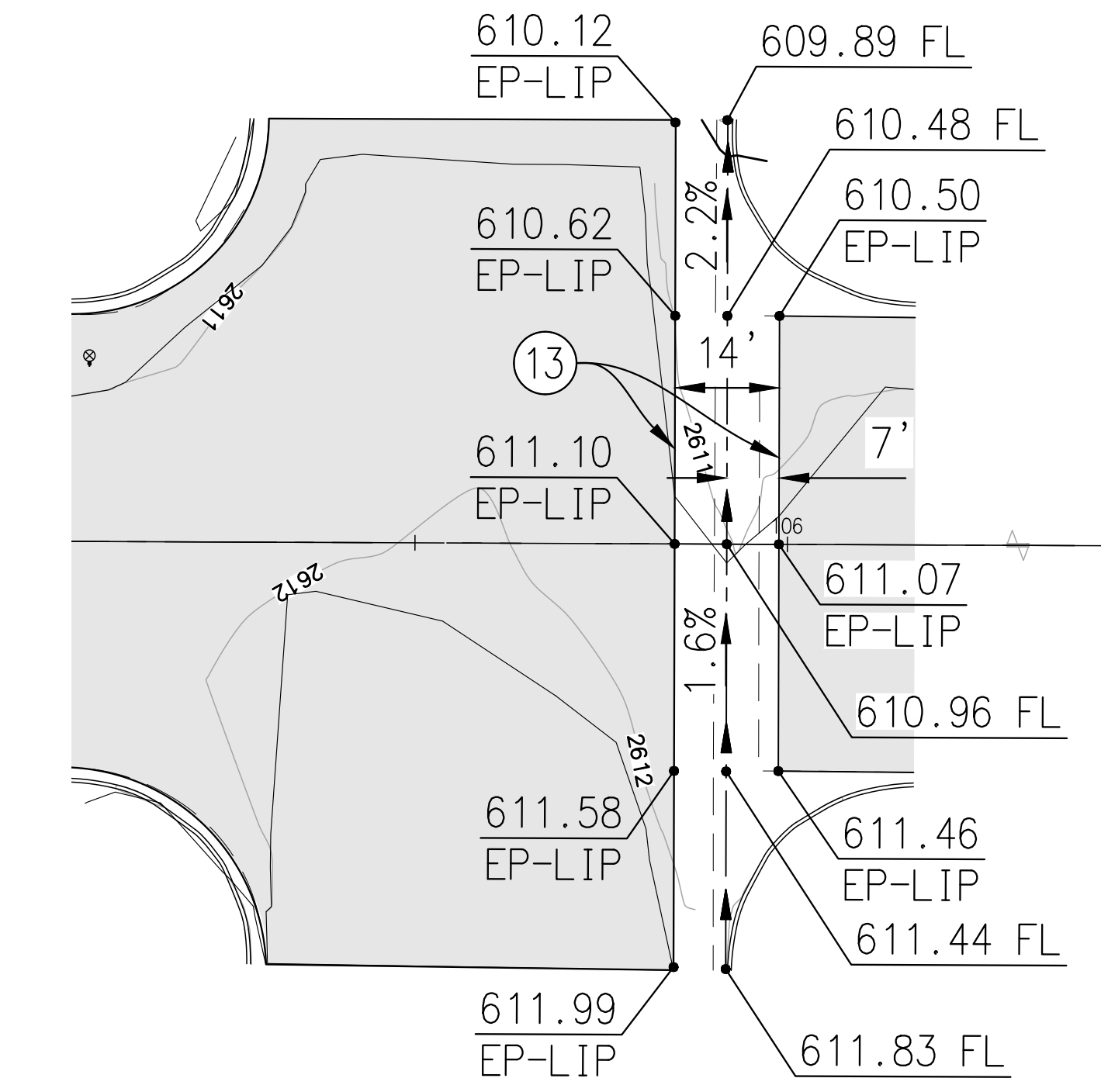
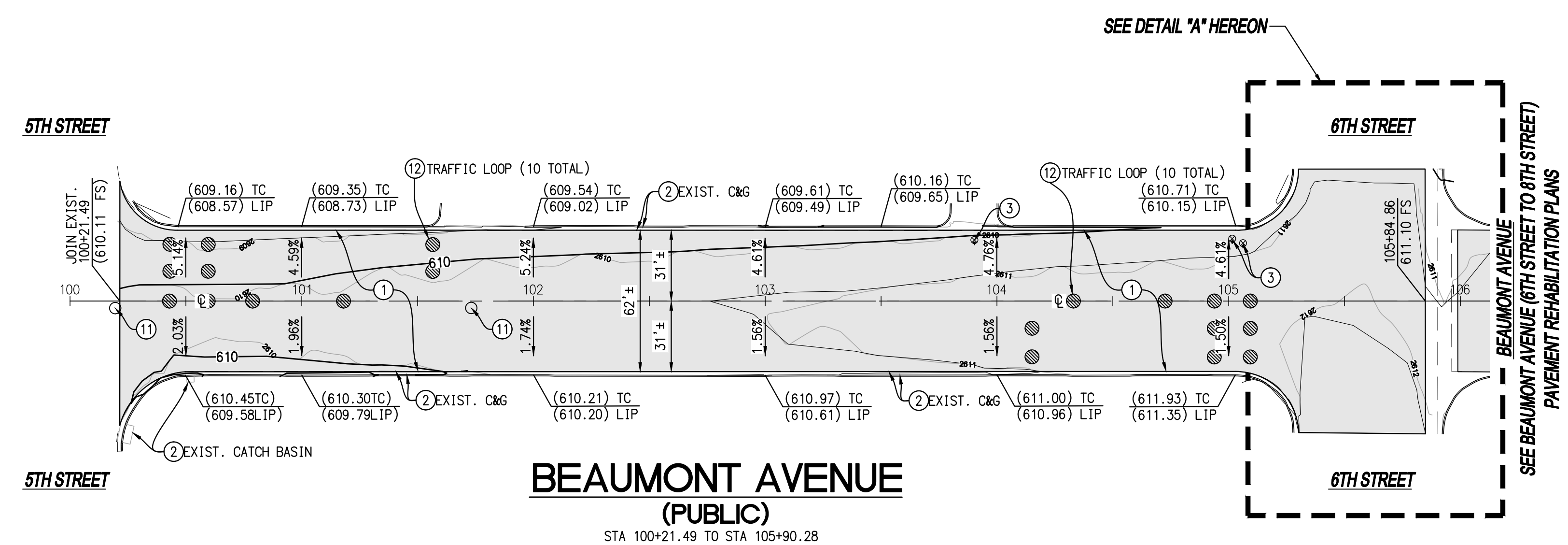
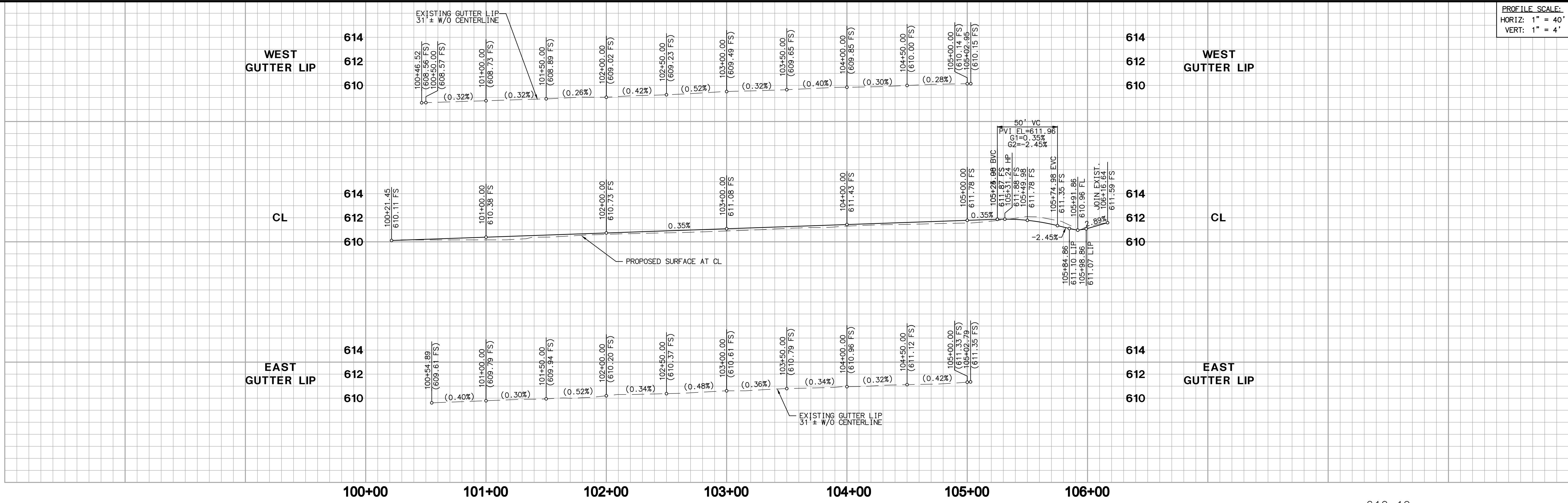
FOR: CITY OF BEAUMONT

SHEET
2
OF 6 SHEETS
FILE NO.:

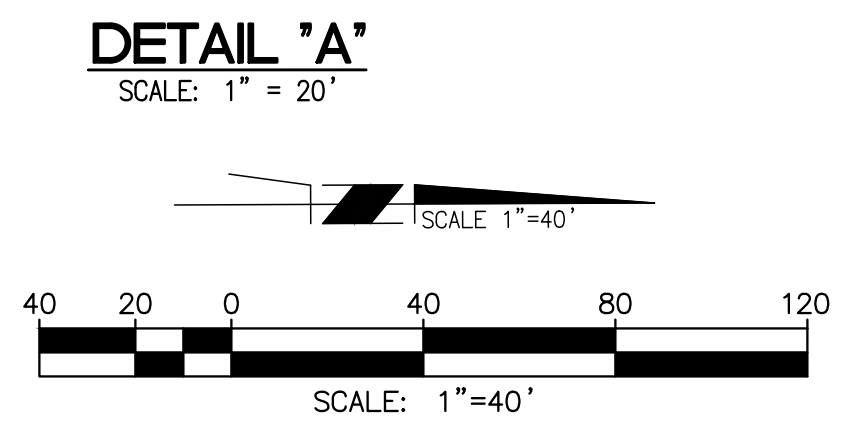


"NOT FOR CONSTRUCTION"

REVISED: 01/02/2020
1/27/2020 10:46 AM
JACOB ZEPEDA
11TH\173251-ST-002.DWG
V:\IMPROVE\BEAUMONT AVENUE\8TH THRU 11TH\173251-ST-002.DWG



CONSTRUCTION NOTES		UNIT	QUANTITY
①	CONSTRUCT 5.0" OVER 7.5" CLASS II AGGREGATE BASE.	SF	39,020
②	PROTECT IN PLACE EXISTING SPECIFIED ITEM.	PER PLAN	
③	ADJUST EXISTING DOMESTIC WATER VALVE TO GRADE.	EA	2
⑪	ADJUST EXISTING SEWER MANHOLE TO GRADE.	EA	2
⑫	CONSTRUCT TRAFFIC LOOP DETECTORS PER CALTRANS STD. ES-5B.	EA	20
⑬	CONSTRUCT MODIFIED CROSS GUTTER PER RIVERSIDE COUNTY STD. 209.	SF	1,300



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

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.
ELEV = 2678.277 (1982), NGVD 29
(ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.)

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

Daniel Koravos
DANIEL KORAVOS
R.C.E. 36718 * EXP. 06/30/20

01/13/2020
DATE

DESIGN BY: JZ
DRAWN BY: JZ
CHECKED BY: RV
SCALE: AS NOTED
DATE: SEPTEMBER 2019
JOB NUMBER: 173251

CITY OF BEAUMONT
CALIFORNIA
INC. NOV. 18, 1972

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Administrative Engineer
Approved By: _____ Date: _____
Director of Public Works, R.C.E. 56932

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

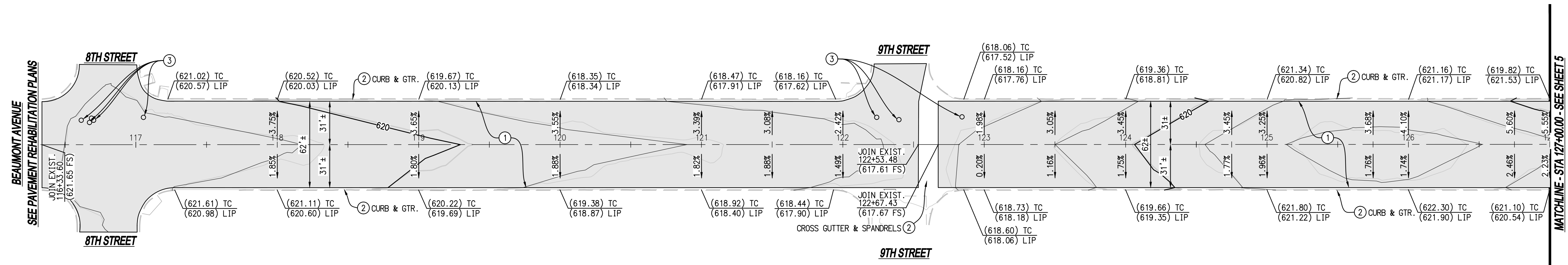
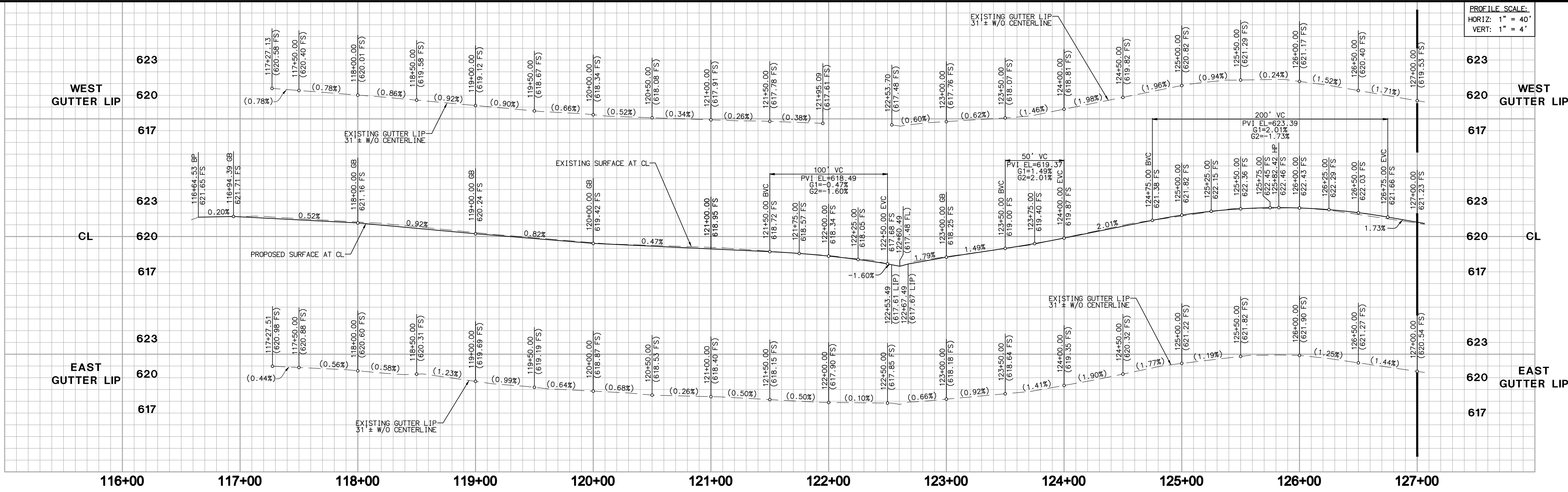
5906 6th St.
Beaumont, CA 92224
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN
BEAUMONT AVENUE
(5TH STREET TO 6TH STREET)
STA. 100+00.00 TO 106+16.64

SHEET
3
OF 6 SHEETS
FILE NO.:

CITY OF BEAUMONT

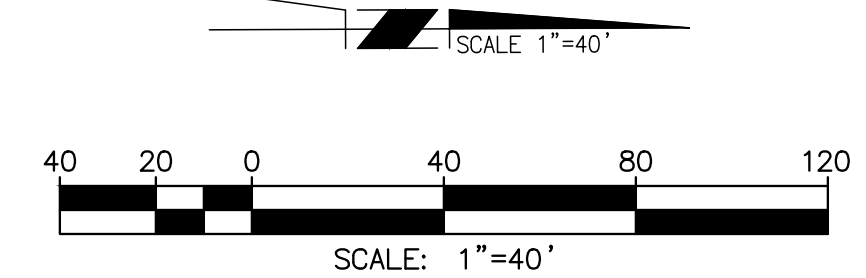
PROFILE SCALE:
HORIZ: 1" = 40'
VERT: 1" = 4'



BEAUMONT AVENUE
(PUBLIC)
STA 116+33.60 TO STA 127+00.00

CONSTRUCTION NOTES

NO.	DESCRIPTION	UNIT	QUANTITY
1	CONSTRUCT 5.0" OVER 7.5" CLASS II AGGREGATE BASE.	SF	68,080
2	PROTECT IN PLACE EXISTING SPECIFIED ITEM.	PER PLAN	
3	ADJUST EXISTING DOMESTIC WATER VALVE TO GRADE.	EA	8



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DIGALERT
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811

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

Daniel Koravos
REGISTERED PROFESSIONAL ENGINEER
No. C36718
CIVIL
STATE OF CALIFORNIA

DESIGN BY: JZ
DRAWN BY: JZ
CHECKED BY: RV
SCALE: AS NOTED
DATE: SEPTEMBER 2019
JOB NUMBER: 173251

APPR. DATE: 01/13/2020
DANIEL KORAVOS
R.C.E. 36718 * EXP. 06/30/20

BY	MARK	DESCRIPTION	APPR.	DATE

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: _____
Director of Public Works, R.C.E. 56932

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

5506 6th St.
Beaumont, CA 92222
TEL: (951) 769-8520 FAX: (951) 769-8526

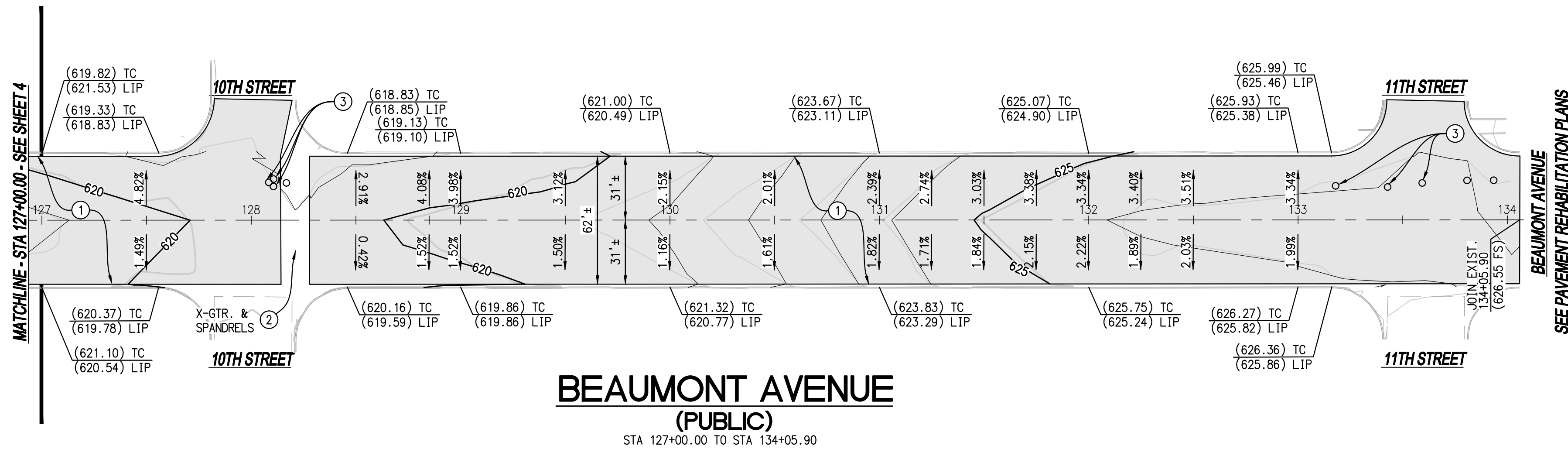
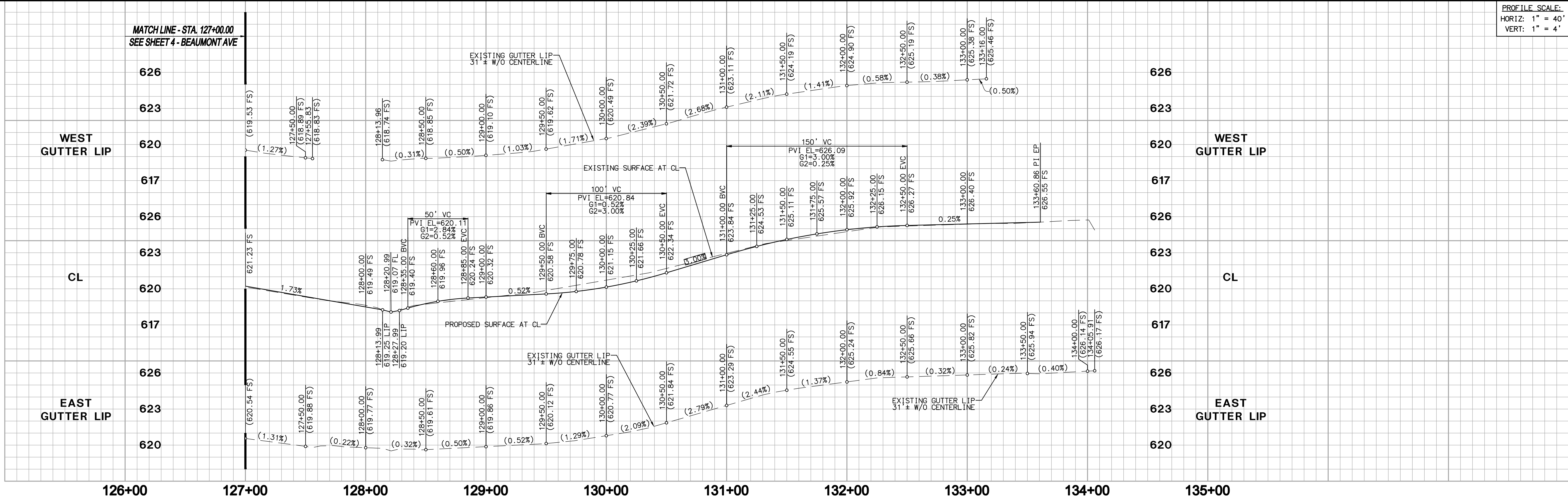
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN
BEAUMONT AVENUE
(8TH STREET TO 11TH STREET)
STA. 116+33.60 TO 127+00.00

SHEET
4
OF 6 SHEETS
FILE NO.:

CITY OF BEAUMONT

REVISED: 01/02/2020
H:\PDATA\173251\CADD\LAND\IMPROVE\BEAUMONT AVENUE\8TH THRU 11TH\173251-ST-004.DWG ZEPEDA, JACOB 1/27/2020 10:47 AM

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



CONSTRUCTION NOTES			UNIT	QUANTITY
1	CONSTRUCT 5.0" OVER 7.5" CLASS II AGGREGATE BASE.		SF	44,465
2	PROTECT IN PLACE EXISTING SPECIFIED ITEM.		PER PLAN	
3	ADJUST EXISTING DOMESTIC WATER VALVE TO GRADE.		EA	9

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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

Daniel Koravos
DANIEL KORAVOS
R.C.E. 36718 * EXP. 06/30/20



DESIGN BY: JZ
DRAWN BY: JZ
CHECKED BY: RV
SCALE: AS NOTED
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JOB NUMBER: 173251



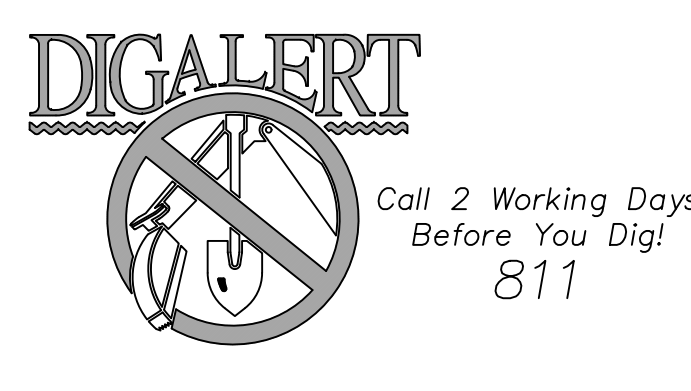
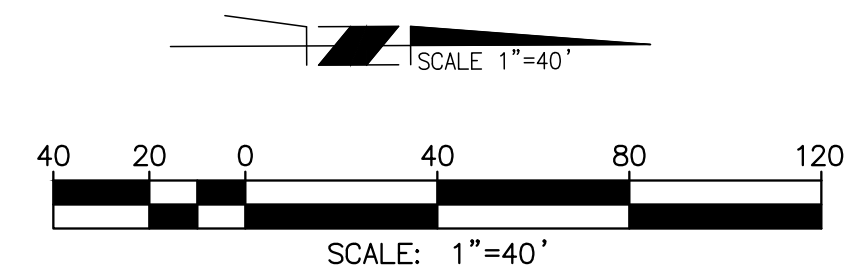
Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Administrative Engineer
Approved By: _____ Date: _____
Director of Public Works, R.C.E. 50932

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

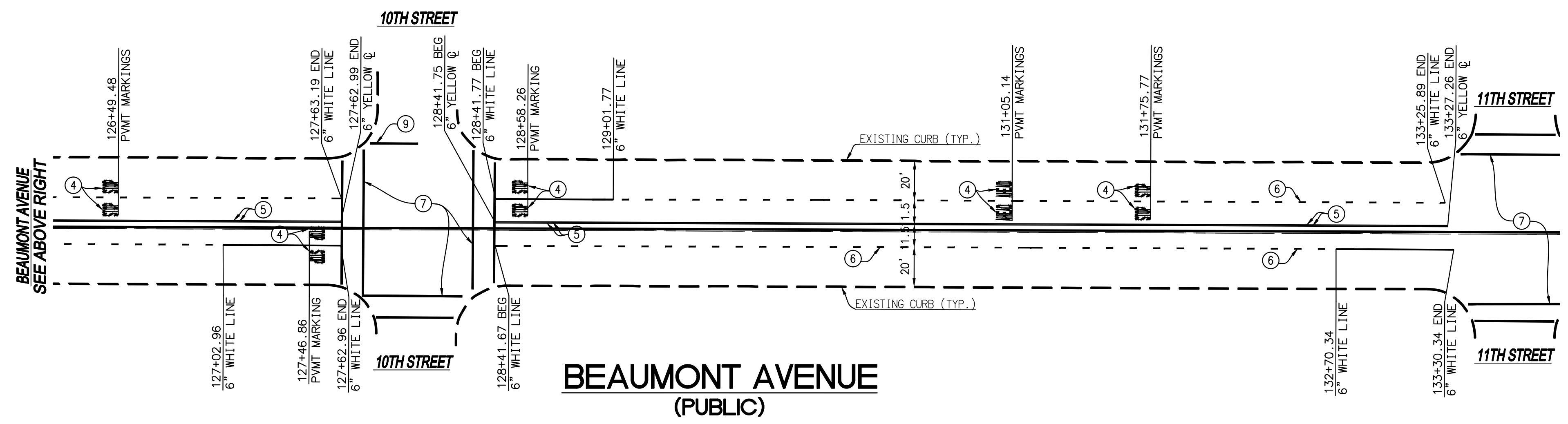
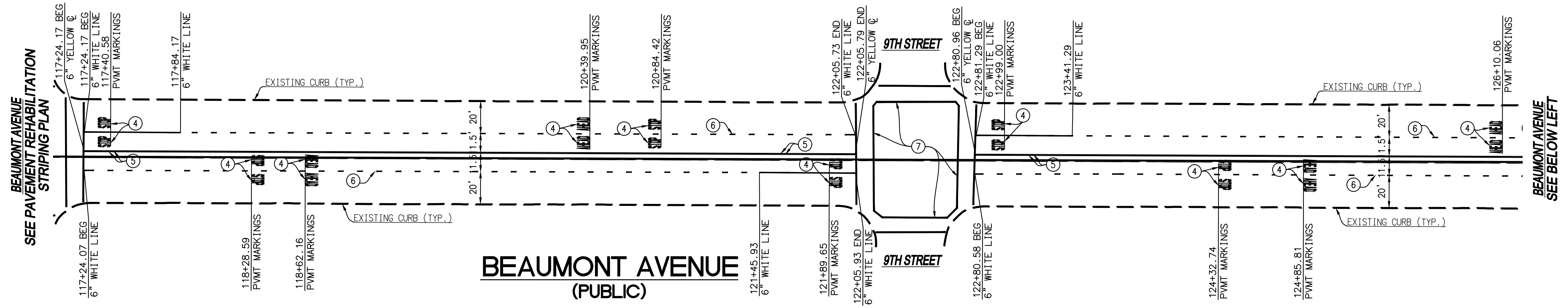
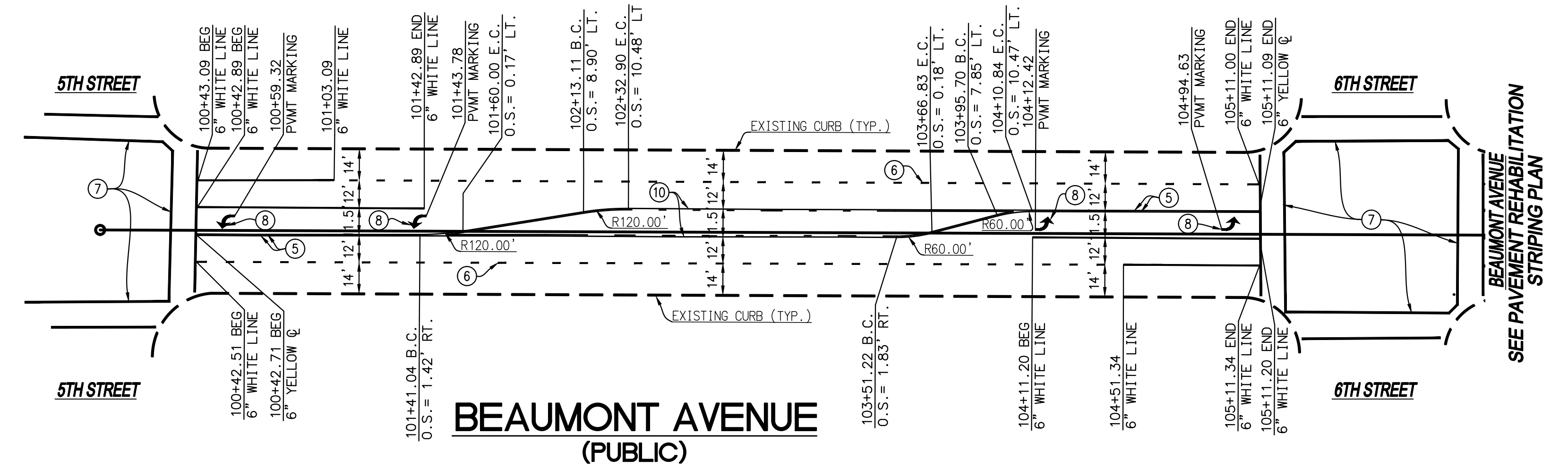
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN
BEAUMONT AVENUE
(8TH STREET TO 11TH STREET)
STA. 127+00.00 TO 133+05.90

CITY OF BEAUMONT

SHEET
5
OF 6 SHEETS
FILE NO.:

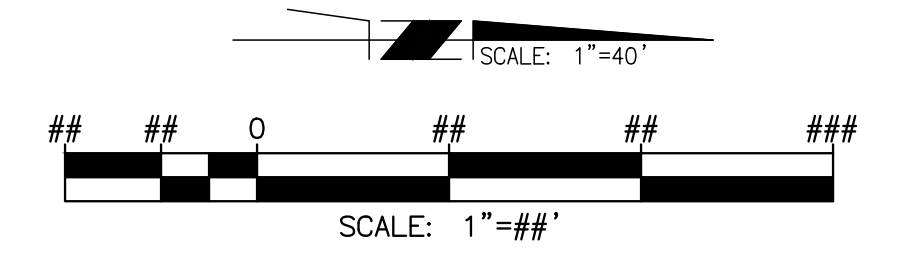


REVISED: 01/02/2020
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- CONSTRUCTION NOTES**
- ④ INSTALL THERMOPLASTIC LEGEND PER CALTRANS STD. A24D.
 - ⑤ APPLY THERMOPLASTIC YELLOW CENTERLINE MARKING PER CALTRANS STD. A20A, DETAIL 22.
 - ⑥ APPLY THERMOPLASTIC WHITE LANELINE MARKING PER CALTRANS STD. A20A, DETAIL 9.
 - ⑦ APPLY THERMOPLASTIC BASIC PAVEMENT MARKING CROSSWALK PER CALTRANS STD. A24F.
 - ⑧ INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STD. A24A, TYPE IV ARROW.
 - ⑨ APPLY THERMOPLASTIC STOP BAR PER CALTRANS STD. A24E.
 - ⑩ APPLY THERMOPLASTIC BIKE LANE LINE PER CALTRANS STD. A20D, DETAIL 39.

NOTE: ALL EXISTING STRIPING AND/OR SIGNAGE ALONG ADJOINING SIDE STREETS DISTURBED BY OPERATIONS ASSOCIATED WITH THIS PROJECT SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR.



"NOT FOR CONSTRUCTION"

NOTE:
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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

Daniel Koravos
DANIEL KORAVOS
R.C.E. 36718 * EXP. 06/30/20

01/13/2020
DATE



DESIGN BY: JZ
DRAWN BY: JZ
CHECKED BY: RV
SCALE: AS NOTED
DATE: SEPTEMBER 2019
JOB NUMBER: 173251



Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: _____
Director of Public Works, R.C.E. 50932

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN
BEAUMONT AVENUE
(5TH STREET TO 6TH STREET)
(8TH STREET TO 11TH STREET)
STRIPING PLAN

SHEET
6
OF 6 SHEETS
FILE NO.



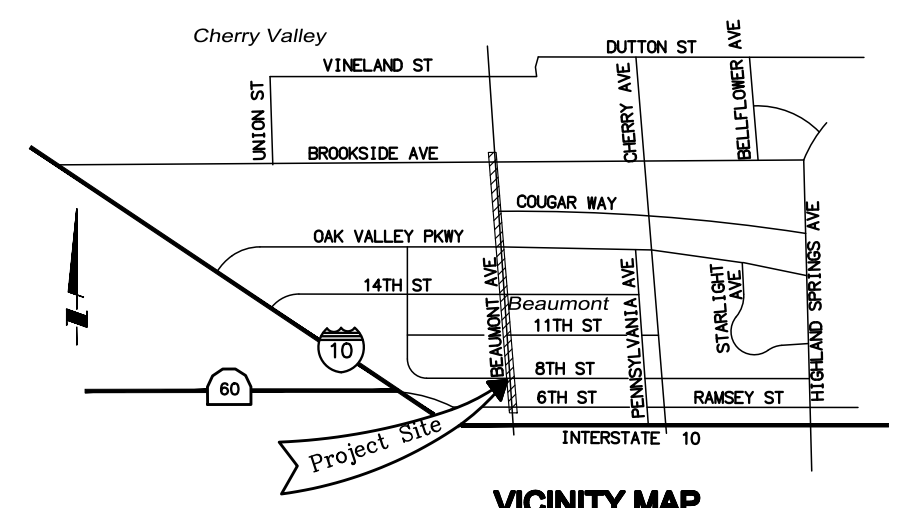
550E 6th St
Beaumont, CA 92223
TEL: (951) 769-4520 FAX: (951) 769-8528

FOR: CITY OF BEAUMONT

CITY OF BEAUMONT, CALIFORNIA

PAVEMENT REHABILITATION PLANS

6TH STREET TO 8TH STREET & 11TH STREET TO BROOKSIDE AVENUE



SIGNING & STRIPING NOTES

- ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST EDITION OF COUNTY OF RIVERSIDE STANDARD PLANS AND THE 2013 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES CALIFORNIA SUPPLEMENT (MUTCD).
- ALL TRAFFIC STRIPES, PAVEMENT MARKINGS, AND SIGNS SHALL BE REFLECTORIZED AND STANDARD SIZE. ALL STRIPING AND MARKING DETAILS SHALL MATCH CALIFORNIA MUTCD STANDARD DETAILS. STENCILS FOR PAVEMENT MARKING SHALL ALSO MATCH CALIFORNIA MUTCD STANDARD DETAILS.
- THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPES, PAVEMENT MARKINGS, AND RAISED PAVEMENT MARKERS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. WORD OR SYMBOL PAVEMENT MARKINGS SHALL BE REMOVED BY SANDBLASTING OR GRINDING A RECTANGULAR AREA COVERING THE WHOLE MARKING.
- ALL CROSSWALKS SHALL HAVE 10 FEET IN BETWEEN THE 12-INCH WHITE OR YELLOW STRIPES.
- ALL DOUBLE YELLOW STRIPES SHALL HAVE 3-INCH PAINTED BLACK LINE SEPARATING THE YELLOW STRIPES.
- THE CONTRACTOR SHALL FURNISH AND INSTALL ALL TRAFFIC STRIPES, RAISED PAVEMENT MARKERS (RPMs), PAVEMENT MARKINGS, AND SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER.
- ALL PAVEMENT MARKINGS INCLUDING CROSSWALKS, LIMIT LINES, AND STOP BARS SHALL BE APPLIED WITH THERMOPLASTIC MATERIAL.
- ALL RPMs SHALL BE INSTALLED WITHIN SEVEN WORKING DAYS OF ROADWAY STRIPING. ALL EXISTING RPMs WITHIN THE PROJECT AREA SHALL BE REPLACED IN KIND OR REMOVED IN ACCORDANCE WITH THE PLANS, OR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL INSTALL STANDARD SIZE SIGN PANEL ON 2" SQUARE PERFORATED STEEL TUBE POST WITH TWO PIECE ANCHOR AND SLEEVE, FASTENED WITH 3/8" RIVETS WITH STAINLESS STEEL WASHERS, UNLESS OTHERWISE NOTED. THE EXACT LOCATION OF ALL SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
- THE CONTRACTOR SHALL REMOVE SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL DELIVER REMOVED SIGNS TO THE CITY OF BEAUMONT YARD OR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL LAYOUT (CAT-TRACK) THE PROPOSED SIGNING, STRIPING, AND PAVEMENT MARKINGS IN ACCORDANCE WITH THE PLANS AND OBTAIN THE ENGINEER'S APPROVAL PRIOR TO ACTUAL INSTALLATION.
- PAINT MAY BE USED FOR MARKING PAVEMENT SURFACES THAT ARE NOT YET CAPPED/FINISHED. CONTRACTOR WILL MAINTAIN SAID TEMPORARY (PAINT) PAVEMENT MARKINGS UNTIL INSTALLATION OF ASPHALT CAPPING AND THERMOPLASTIC PAVEMENT MARKINGS ARE COMPLETED.

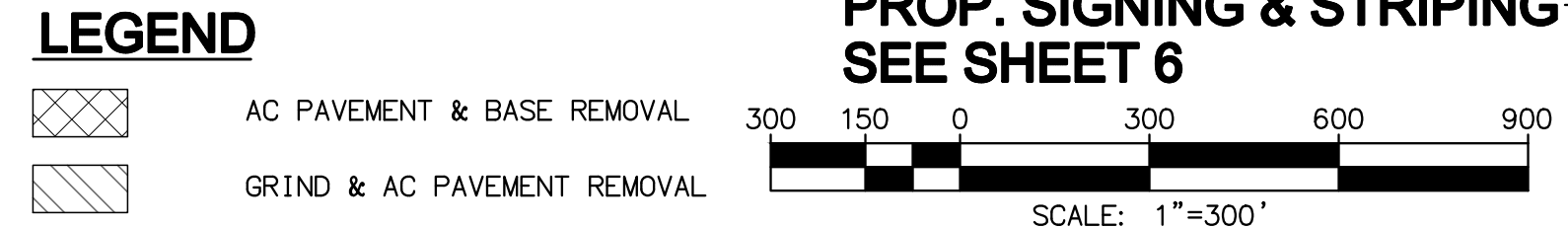
INDEX OF SHEETS	
SHEET	DESCRIPTION
1	TITLE SHEET
2	BEAUMONT AVENUE (STA. 105+96.16 - STA. 116+64.53) & (STA. 133+60.86 - STA. 157+00.00)
3	BEAUMONT AVENUE (STA. 157+00.00 - STA. 193+50.00)
4	BEAUMONT AVENUE (STA. 193+50.00 - STA. 222+11.48)
5	PENNSYLVANIA AVENUE (STA. 100+00.00 - STA. 109+49.22) & STRIPING PLAN
6-8	BEAUMONT AVENUE STRIPING PLAN

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

SIGNATURE: _____ DATE: _____
 LICENSE No. 36718 EXP. 06-30-2020

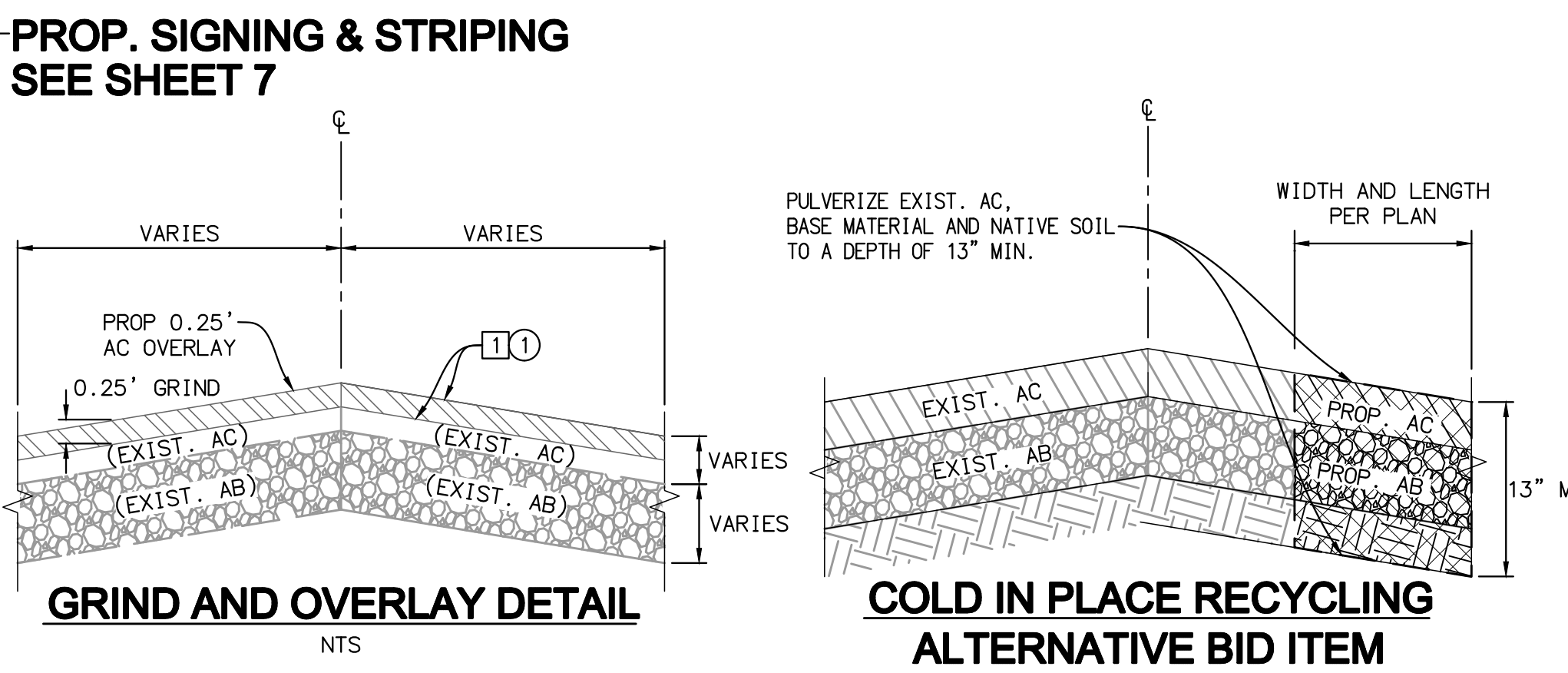
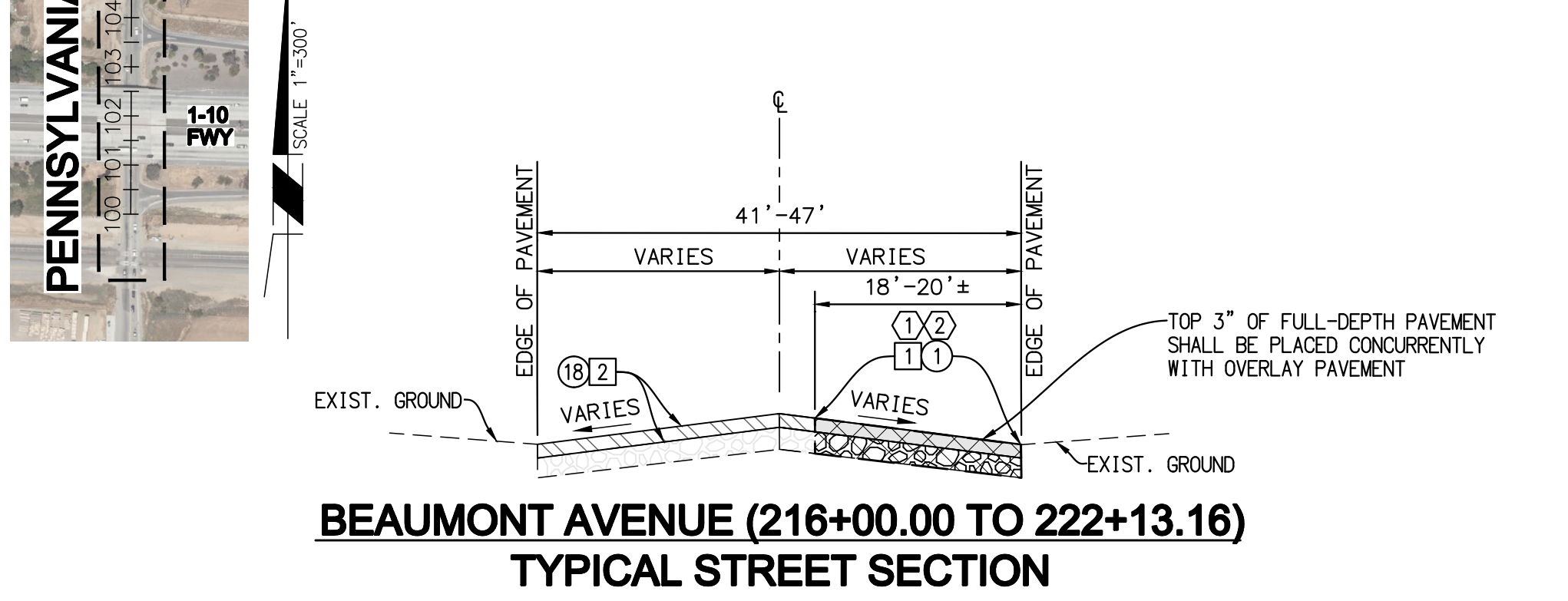
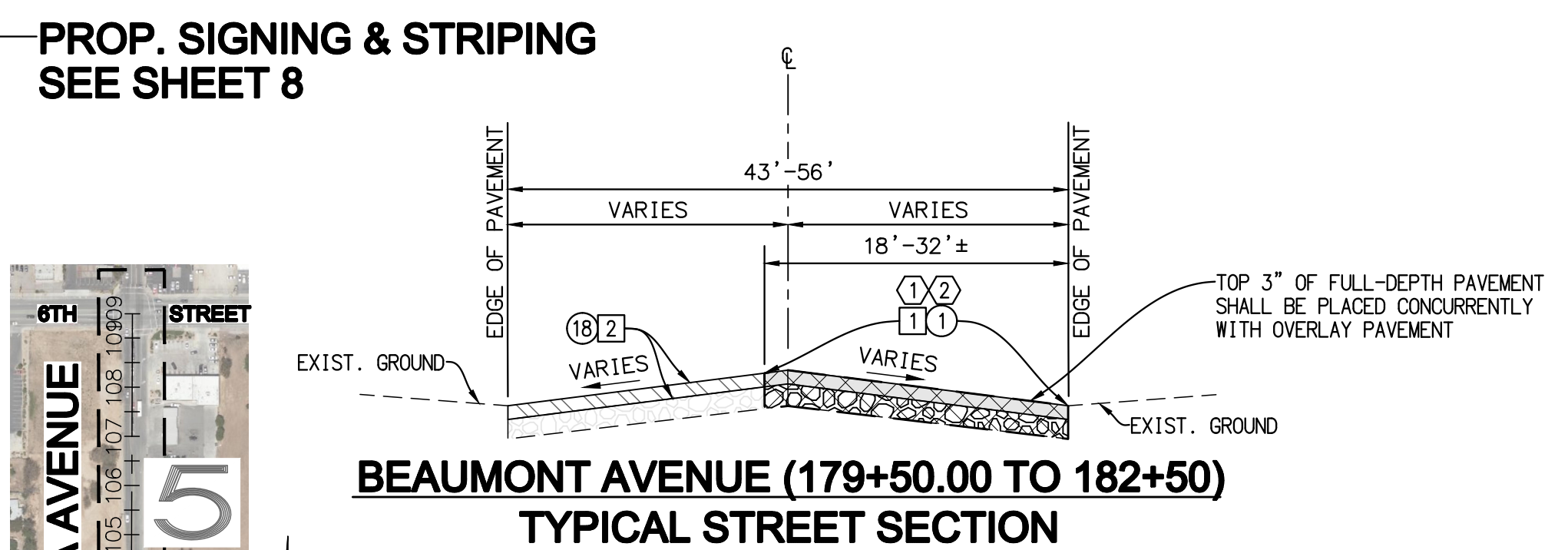
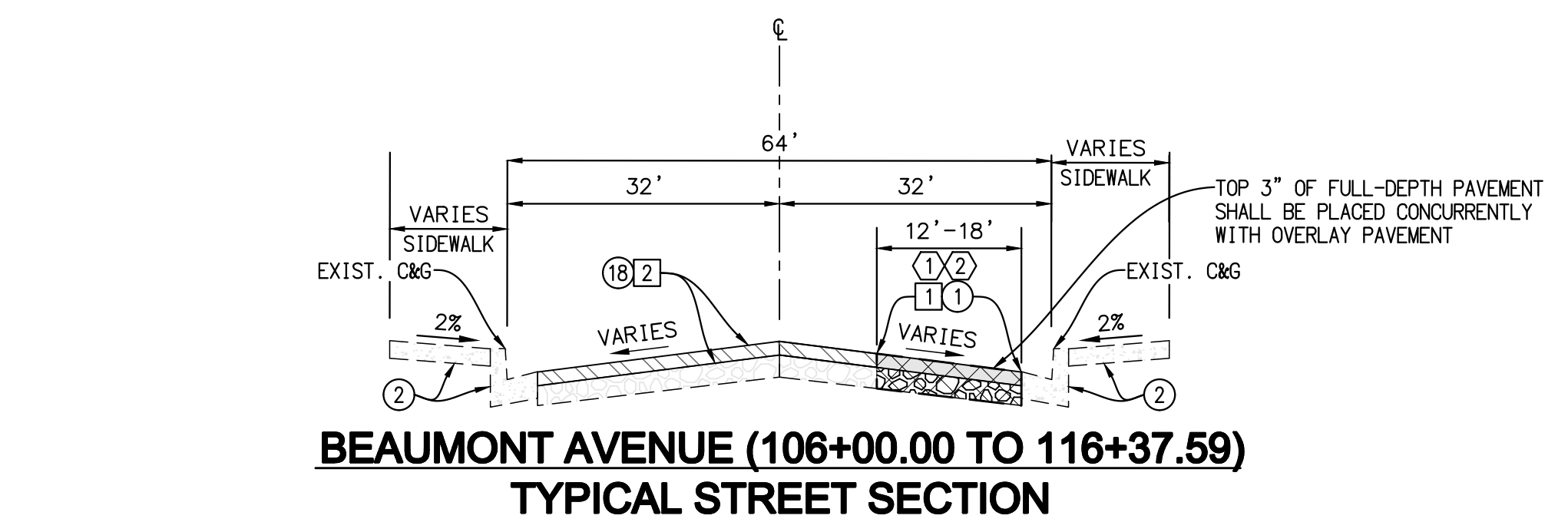
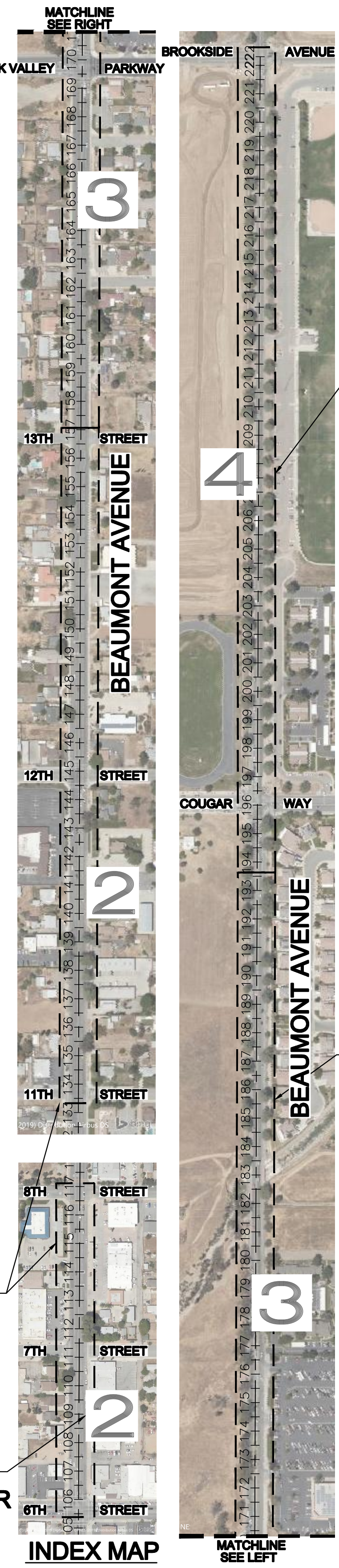


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BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.
 ELEV. = 2678.277 (1982), NGVD 29
 (ALL ELEVATIONS ARE APPROXIMATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.)

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

BY	MARK	DESCRIPTION	APPR.	DATE
		REVISIONS		
			CITY	



ALTERNATE BID ITEMS		UNIT	QUANTITY
1	COLD IN PLACE RECYCLING EXISTING AC PAVEMENT, BASE AND NATIVE SOIL 13" DEEP PER CALTRANS SPECIFICATIONS	SF	45,370
2	REMOVE EXCESS PULVERIZED MATERIAL TO TOP OF BASE PER TYPICAL STREET SECTION HEREON	CY	706

GENERAL NOTES:

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF ITS CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, GREEN BOOK "LATEST EDITION" AND THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENT.
- ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY.
- ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES ARE IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPT.
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT, PERMIT SECTION, FOR ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE, AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMIT MAY BE REQUIRED.
- THE CONTRACTOR WILL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816.
- ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE R.C.T.D. STANDARD NO. 401 IF EXPANSIVE SOIL ARE ENCOUNTERED.
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461
- AS DETERMINED BY THE PUBLIC WORKS DEPARTMENT, THE DEVELOPER IS RESPONSIBLE AS A MINIMUM FOR ROAD IMPROVEMENTS TO CENTERLINE, AND MAY BE REQUIRED TO RECONSTRUCT EXISTING PAVEMENT, INCLUDING BASE, AND MATCHING OVERLAY REQUIRED TO MEET THE STRUCTURAL STANDARDS FOR THE CURRENT ASSIGNED TRAFFIC INDEX.
- CONSTRUCTION PROJECTS DISTURBING ONE ACRE OR MORE, MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE OF PUBLIC WORKS DEPARTMENT OR THE INSPECTOR TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
- EXISTING STORM DRAIN PIPES/CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED TO, OR JUST IN THE PROJECT VICINITY) MUST BE REPAIRED, AND /OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE PUBLIC WORKS DEPARTMENT.
- CONTRACTOR SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE RIGHT-OF-WAY.
- CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARDS NO. 206 AND/OR 207, AS DIRECTED IN THE FIELD.
- PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN PERCENT.
- INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE 460 AND 499. INSTALL EUCALYPTUS POLYANTHEMOS (SILVER DOLLAR), CRAPE MYRTLE, LIGNUM AMBER OR APPROVED EQUAL. SEE PROJECT PLANS.
- STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING SPECIFICATIONS.
- 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.

CONSTRUCTION NOTES			UNIT	QUANTITY
1	CONSTRUCT 5.0" OVER 7.5" CLASS II AGGREGATE BASE.		SF	45,370
2	PROTECT IN PLACE EXISTING SPECIFIED ITEM.		PER PLAN	
3	ADJUST EXISTING WATER VALVE TO GRADE.		EA	13
4	INSTALL THERMOPLASTIC LEGEND PER CALTRANS STD. A24D.		EA	14
5	APPLY THERMOPLASTIC YELLOW CENTERLINE MARKING PER CALTRANS STD. A20A, DETAIL 22.		LF	8,535
6	APPLY THERMOPLASTIC WHITE LANELINE MARKING PER CALTRANS STD. A20A, DETAIL 9.		LF	9,480
7	APPLY THERMOPLASTIC BASIC PAVEMENT MARKING CROSSWALK PER CALTRANS STD. A24F.		LF	3,080
8	INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STD. A24A, TYPE IV ARROW.		EA	30
9	APPLY THERMOPLASTIC STOP BAR PER CALTRANS STD. A24E.		LF	60
10	APPLY THERMOPLASTIC BIKE LANE LINE PER CALTRANS STD. A20D, DETAIL 39.		LF	2,940
11	INSTALL THERMOPLASTIC LEGEND PER CALTRANS STD. A24E.		EA	10
12	INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STD. A24A, BIKE LANE ARROW.		EA	5
13	APPLY THERMOPLASTIC RIGHT EDGELINE PER CALTRANS STD. A20B, DETAIL 27B.		LF	650
14	INSTALL THERMOPLASTIC CENTERLINE PER CALTRANS STD. A20A, DETAIL 1.		LF	770
15	APPLY THERMOPLASTIC TRAFFIC LINE PER CALTRANS STD. A20A, DETAIL 15.		LF	340
16	APPLY THERMOPLASTIC TRAFFIC LINE PER CALTRANS STD. A20B, DETAIL 32.		LF	0
17	INSTALL THERMOPLASTIC PAVEMENT MARKINGS PER CALTRANS STD. A24A, TYPE VI ARROW.		EA	2
18	CONSTRUCT (3") 0.25" AC OVERLAY PER GRIND AND OVERLAY DETAIL.		SF	446,450
19	ADJUST EXISTING SEWER MANHOLE TO GRADE.		EA	1
20	CONSTRUCT TRAFFIC LOOP DETECTORS PER CALTRANS STD. ES-5B.		EA	47

DEMOLITION NOTES			UNIT	QUANTITY
1	SAWCUT AND REMOVE EXISTING AC PAVEMENT AND BASE.		SF	45,370
2	GRIND AND REMOVE EXISTING AC PAVEMENT PER GRIND AND OVERLAY DETAIL.		SF	446,450

NOTE: QUANTITIES SHOWN ARE ESTIMATES ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING HIS OWN ESTIMATE FOR BID PURPOSES.

Reviewed By: _____ Date: _____

Recommended for Approval By: _____ Date: _____

Approved By: _____ Date: _____

CITY OF BEAUMONT, CALIFORNIA

PAVEMENT REHABILITATION PLANS

BEAUMONT AND PENNSYLVANIA AVENUE

(6TH STREET TO 8TH STREET)

(11TH STREET TO BROOKSIDE AVENUE)

TITLE SHEET

SHEET

1

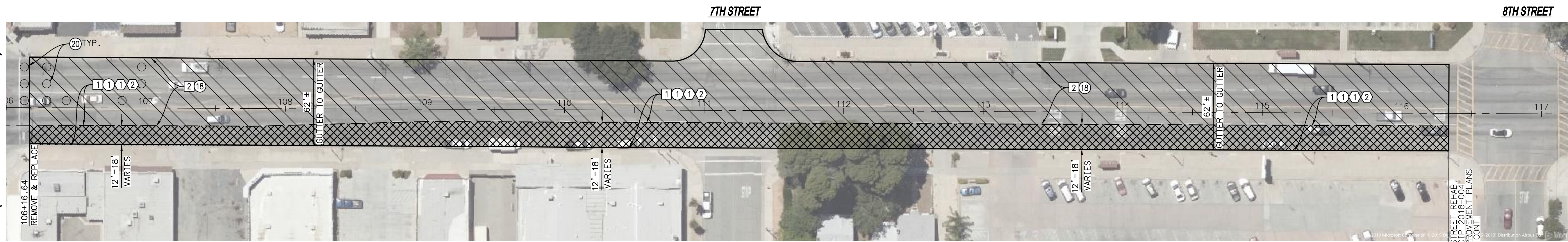
OF 8 SHEETS

FILE NO. _____

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

550E 6th St
 Beaumont, CA 92223
 TEL: (951) 769-8520 FAX: (951) 769-8520

REVISED: 01/02/2020
 H:\PDA\TA\173251\CADD\LAND\DLV\IMPROVE\BEAUMONT AVENUE\6TH - 8TH, 11TH - BROOKSIDE\173251-ST REHAB-001.DWG ZEPEDA, JACOB 1/2/2020 10:19 AM



BEAUMONT AVENUE
(PUBLIC)
STA 106+16.64 TO STA 116.64.53



BEAUMONT AVENUE
(PUBLIC)
STA 134+05.90 TO STA 145+28.55



BEAUMONT AVENUE
(PUBLIC)
STA 145+28.55 TO STA 157+00.00

NOTE: ALL EXISTING APPURTENANCES AND ITEMS SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE IDENTIFIED. ANY ITEM THAT CONFLICTS WITH THE WORK ASSOCIATED WITH THIS PROJECT SHALL BE BROUGHT TO THE ATTENTION OF THE PUBLIC WORKS DEPARTMENT IMMEDIATELY.

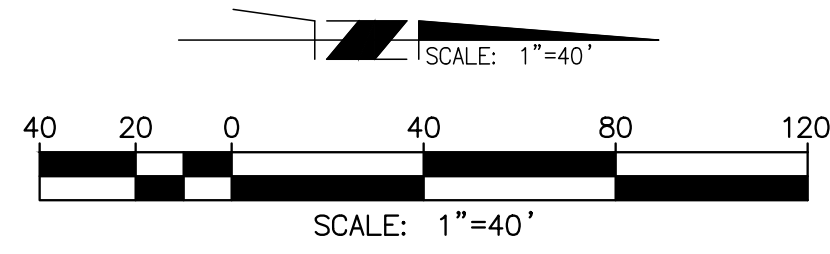
CONSTRUCTION NOTES			UNIT	SHT. QTY.
1	CONSTRUCT 5.0" OVER 7.5" CLASS II AGGREGATE BASE.		SF	25,340
2	PROTECT IN PLACE EXISTING SPECIFIED ITEM.		PER PLAN	
18	CONSTRUCT (3") 0.25' AC OVERLAY PER GRIND AND OVERLAY DETAIL.		SF	194,640
20	CONSTRUCT TRAFFIC LOOP DETECTORS PER CALTRANS STD. ES-5B.		EA	10

DEMOLITION NOTES			UNIT	SHT. QTY.
1	SAWCUT AND REMOVE EXISTING AC PAVEMENT AND BASE.		SF	25,340
2	3" COLD PLANE AND REMOVE ASPHALT MATERIAL PER DETAIL ON SHEET 1.		SF	194,640

LEGEND

	AC PAVEMENT & BASE REMOVAL
	GRIND & AC PAVEMENT REMOVAL

NOTE: ALL PAVEMENT STRIPING AND LEGENDS SHALL BE RESTRIPTED TO ITS ORIGINAL TYPE AND LOCATIONS.



"NOT FOR CONSTRUCTION"

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

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

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

Daniel Koravos
DANIEL KORAVOS
R.C.E. 36718 * EXP. 06/30/20

01/13/2020
DATE

DESIGN BY: DP
DRAWN BY: DP
CHECKED BY: JZ
SCALE: AS NOTED
DATE: SEPTEMBER 2019
JOB NUMBER: 173251

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: _____
Director of Public Works, R.C.E. 50932

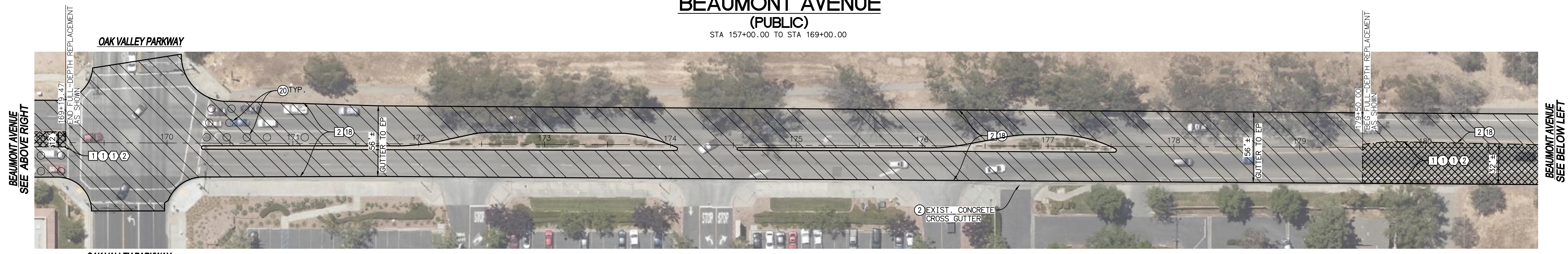
CITY OF BEAUMONT, CALIFORNIA
PAVEMENT REHABILITATION PLANS
BEAUMONT AVENUE
STA. 106+16.64 TO STA. 116+60.33
STA. 134+05.90 TO STA. 157+00.00

FOR: CITY OF BEAUMONT

SHEET
2
OF 8 SHEETS
FILE NO.:



**BEAUMONT AVENUE
(PUBLIC)**
STA 157+00.00 TO STA 169+00.00



**BEAUMONT AVENUE
(PUBLIC)**
STA 169+00.00 TO STA 180+89.00



**BEAUMONT AVENUE
(PUBLIC)**
STA 180+89.00 TO STA 193+50.00

NOTE:
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BEARING: N 52°49'02.84" E

CONSTRUCTION NOTES		UNIT	QUANTITY
1	CONSTRUCT 5.0" OVER 7.5" CLASS II AGGREGATE BASE.	SF	8,830
1B	CONSTRUCT (3") 0.25' AC OVERLAY PER GRIND AND OVERLAY DETAIL.	SF	199,430
20	CONSTRUCT TRAFFIC LOOP DETECTORS PER CALTRANS STD. ES-5B.	EA	18

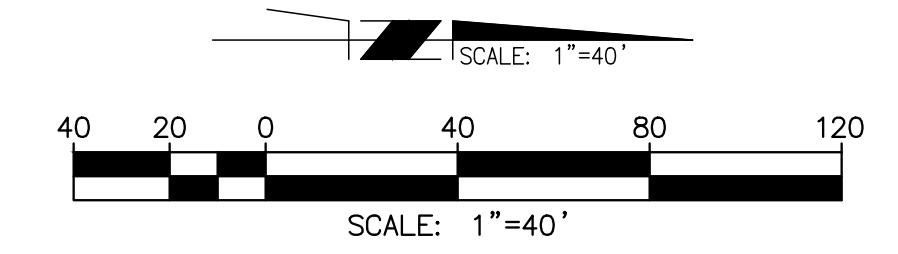
DEMOLITION NOTES		UNIT	QUANTITY
1	SAWCUT AND REMOVE EXISTING AC PAVEMENT AND BASE.	SF	8,830
2	3" COLD PLANE AND REMOVE ASPHALT MATERIAL PER DETAIL ON SHEET 1.	SF	199,430

LEGEND

	AC PAVEMENT & BASE REMOVAL
	GRIND & AC PAVEMENT REMOVAL

NOTE: ALL EXISTING APPURTENANCES AND ITEMS SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE IDENTIFIED. ANY ITEM THAT CONFLICTS WITH THE WORK ASSOCIATED WITH THIS PROJECT SHALL BE BROUGHT TO THE ATTENTION OF THE PUBLIC WORKS DEPARTMENT IMMEDIATELY.

NOTE: ALL PAVEMENT STRIPING AND LEGENDS SHALL BE RESTRIPTED TO ITS ORIGINAL TYPE AND LOCATIONS.



BENCHMARK: CITY OF BEAUMONT
DESCRIPTION: NO. 07.A.82
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.
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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

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Phone: (760) 346-7481
MBAKERINTL.COM

Daniel Koravos
DANIEL KORAVOS
R.C.E. 36718 * EXP. 06/30/20

01/13/2020
DATE



DESIGN BY: DP
DRAWN BY: DP
CHECKED BY: JZ
SCALE: AS NOTED
DATE: SEPTEMBER 2019
JOB NUMBER: 173251



Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: _____
Director of Public Works, R.C.E. 50932

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

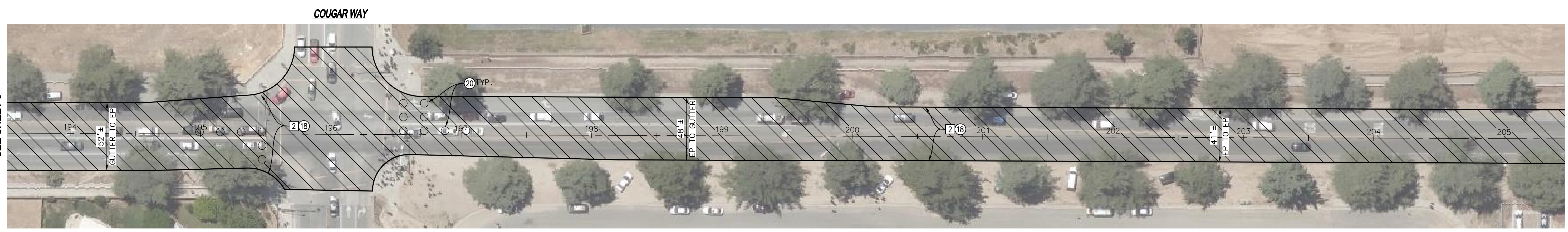
550E 6th St
Beaumont, CA 92223
TEL: (951) 769-4520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
PAVEMENT REHABILITATION PLANS
BEAUMONT AVENUE
STA. 157+00.00 TO STA. 193+50.00

FOR: CITY OF BEAUMONT

SHEET
3
OF 8 SHEETS
FILE NO.:

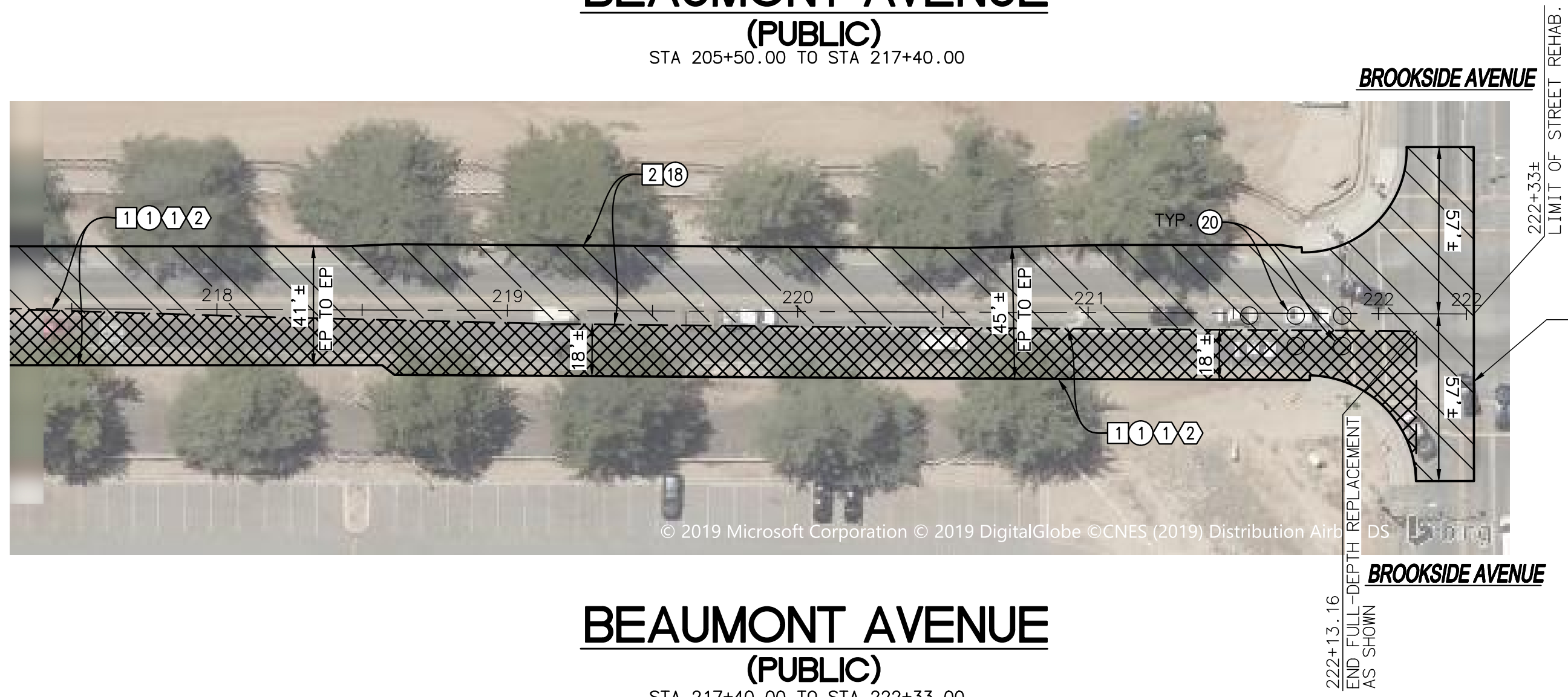
"NOT FOR CONSTRUCTION"



**BEAUMONT AVENUE
(PUBLIC)**
STA 193+50.00 TO STA 205+50.00



**BEAUMONT AVENUE
(PUBLIC)**
STA 205+50.00 TO STA 217+40.00



**BEAUMONT AVENUE
(PUBLIC)**
STA 217+40.00 TO STA 222+33.00

NOTE: RIVERSIDE COUNTY WILL CONTINUE NORTH STARTING AT BROOKSIDE AVENUE CENTERLINE WITH MICROSURFACING.

NOTE: ALL EXISTING APPURTENANCES AND ITEMS SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE IDENTIFIED. ANY ITEM THAT CONFLICTS WITH THE WORK ASSOCIATED WITH THIS PROJECT SHALL BE BROUGHT TO THE ATTENTION OF THE PUBLIC WORKS DEPARTMENT IMMEDIATELY.

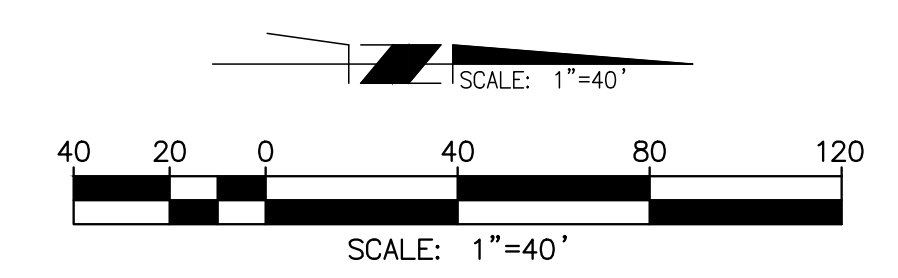
CONSTRUCTION NOTES		UNIT	QUANTITY
①	CONSTRUCT 5.0" OVER 7.5" CLASS II AGGREGATE BASE.	SF	11,200
②	CONSTRUCT (3") 0.25" AC OVERLAY PER GRIND AND OVERLAY DETAIL.	SF	120,540
③	CONSTRUCT TRAFFIC LOOP DETECTORS PER CALTRANS STD. ES-5B.	EA	19

DEMOLITION NOTES		UNIT	QUANTITY
1	SAWCUT AND REMOVE EXISTING AC PAVEMENT AND BASE.	SF	11,200
2	3" COLD PLANE AND REMOVE ASPHALT MATERIAL PER DETAIL ON SHEET 1.	SF	120,540

LEGEND

	AC PAVEMENT & BASE REMOVAL
	GRIND & AC PAVEMENT REMOVAL

NOTE: ALL PAVEMENT STRIPING AND LEGENDS SHALL BE RESTRIPE TO ITS ORIGINAL TYPE AND LOCATIONS.



NOTE:
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BASIS OF BEARINGS:
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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

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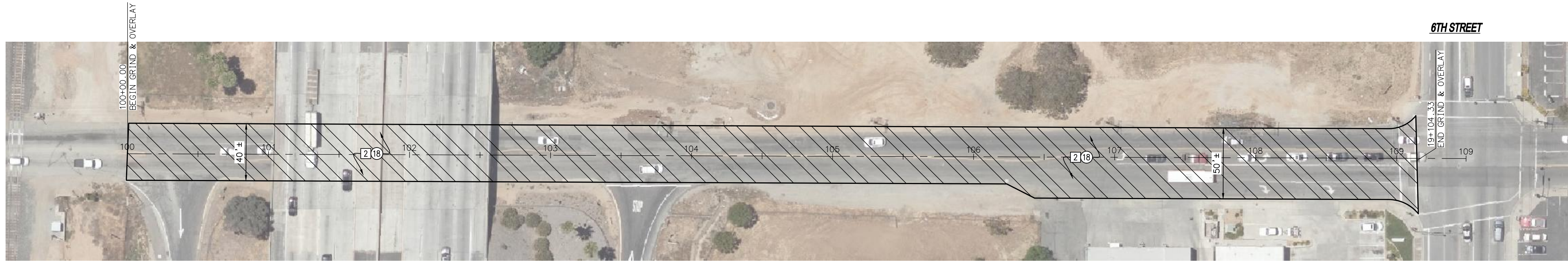
Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: _____
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
PAVEMENT REHABILITATION PLANS
BEAUMONT AVENUE
STA. 193+50.00 TO STA. 222+33.00

FOR: CITY OF BEAUMONT

SHEET
4
OF 8 SHEETS
FILE NO.:

"NOT FOR CONSTRUCTION"

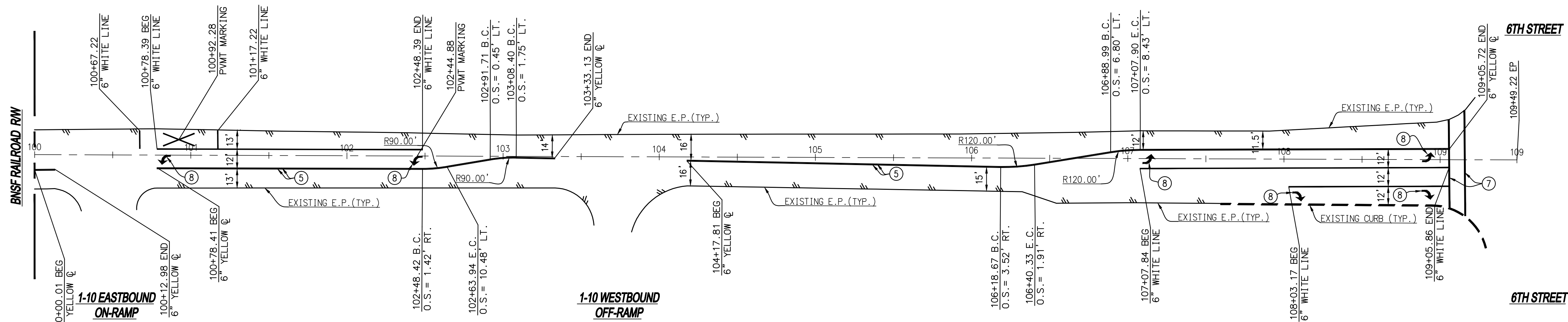


1-10 EASTBOUND
ON-RAMP

1-10 WESTBOUND
OFF-RAMP

PENNSYLVANIA AVENUE
(PUBLIC)

STA 100+00.00 TO STA 109+49.22



PENNSYLVANIA AVENUE
(PUBLIC)

NOTE: GRIND AND OVERLAY THE PORTION UNDER THE I-10 OVERPASS

NOTE: ALL EXISTING APPURTENANCES AND ITEMS SHALL BE PROTECTED IN PLACE UNLESS OTHERWISE IDENTIFIED. ANY ITEM THAT CONFLICTS WITH THE WORK ASSOCIATED WITH THIS PROJECT SHALL BE BROUGHT TO THE ATTENTION OF THE PUBLIC WORKS DEPARTMENT IMMEDIATELY.

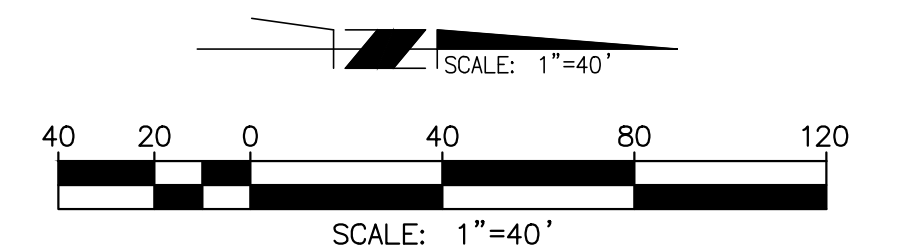
CONSTRUCTION NOTES		UNIT	QUANTITY
(5)	APPLY THERMOPLASTIC YELLOW CENTERLINE MARKING PER CALTRANS STD. A20A, DETAIL 22.	LF	760
(6)	INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STD. A24A, TYPE IV ARROW.	EA	6
(18)	CONSTRUCT (3") 0.25" AC OVERLAY PER GRIND AND OVERLAY DETAIL.	SF	39,840

LEGEND

GRIND & AC PAVEMENT REMOVAL

DEMOLITION NOTES		UNIT	QUANTITY
(2)	GRIND AND REMOVE EXISTING AC PAVEMENT PER GRIND AND OVERLAY DETAIL.	SF	39,840

NOTE: ALL PAVEMENT STRIPING AND LEGENDS SHALL BE RESTRIPE TO ITS ORIGINAL TYPE AND LOCATIONS.



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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.

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BEARING: N 52°49'02.84" E

BENCHMARK: CITY OF BEAUMONT
DESCRIPTION: NO. 07.A.82
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ELEV. = 2678.277 (1982), NGVD 29
(ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.)

DIGALERT
Call 2 Working Days Before You Dig!
811

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

Daniel Koravos
DANIEL KORAVOS
R.C.E. 36718 * EXP. 06/30/20

01/13/2020
DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
DANIEL KORAVOS
No. C36718
CIVIL
STATE OF CALIFORNIA

DESIGN BY: DP
DRAWN BY: DP
CHECKED BY: JZ
SCALE: AS NOTED
DATE: SEPTEMBER 2019
JOB NUMBER: 173251

CITY OF BEAUMONT
CALIFORNIA
INC. NOV. 19, 1912

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: _____
Administrative Engineer
Director of Public Works, R.C.E. 50932

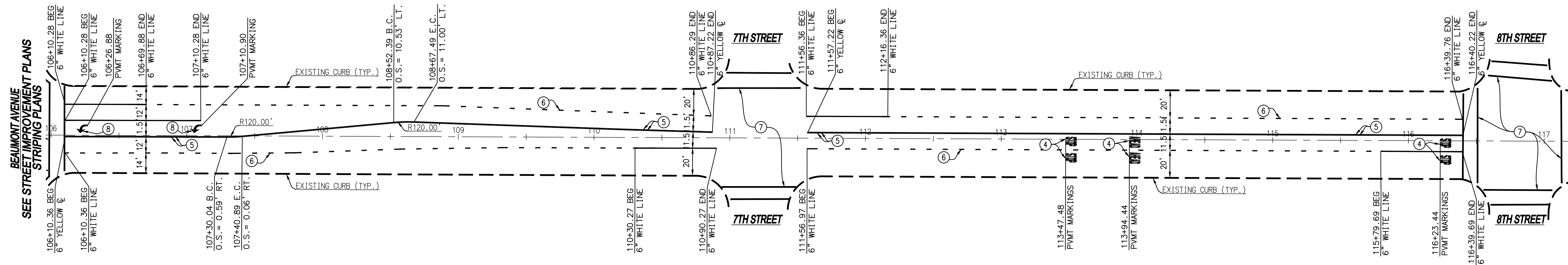
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

500 E. 9th St.
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8520

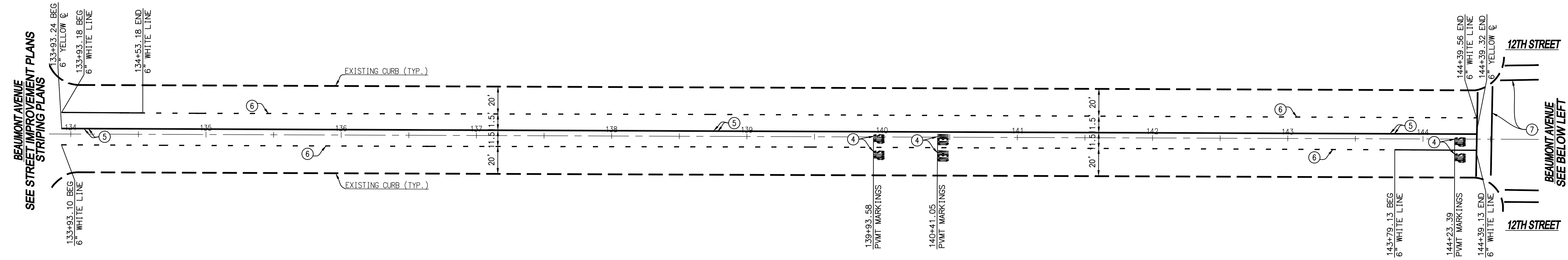
CITY OF BEAUMONT, CALIFORNIA
PAVEMENT REHABILITATION PLANS
PENNSYLVANIA AVENUE
STA. 100+00.00 TO STA. 109+49.22

FOR: CITY OF BEAUMONT

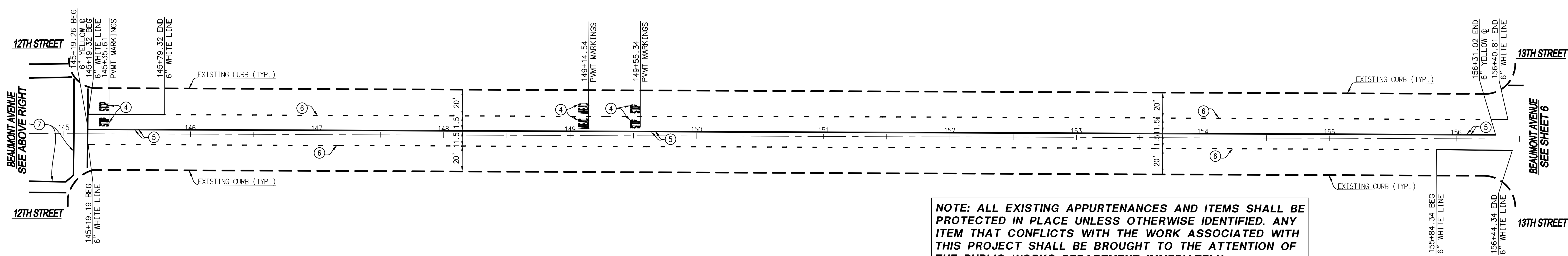
SHEET
5
OF 8 SHEETS
FILE NO:



**BEAUMONT AVENUE
(PUBLIC)**



**BEAUMONT AVENUE
(PUBLIC)**

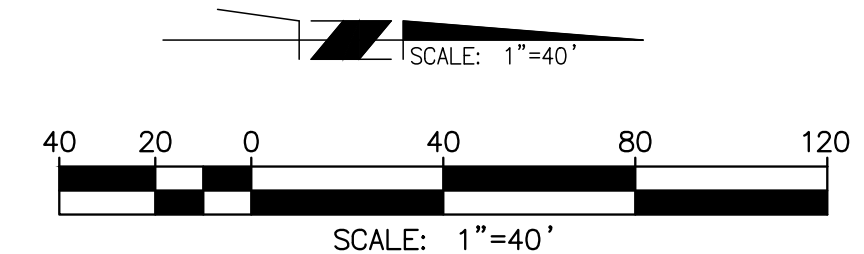


**BEAUMONT AVENUE
(PUBLIC)**

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NOTE: ALL PAVEMENT STRIPING AND LEGENDS SHALL BE RESTRIPTED TO ITS ORIGINAL TYPE AND LOCATIONS UNLESS NOTED OTHERWISE.



"NOT FOR CONSTRUCTION"

NOTE:
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BEARING: N 52°49'02.84" E

CONSTRUCTION NOTES		UNIT	QUANTITY
④	INSTALL THERMOPLASTIC LEGEND PER CALTRANS STD. A24D.	EA	18
⑤	PAINT THERMOPLASTIC YELLOW CENTERLINE MARKING PER CALTRANS STD. A20A, DETAIL 22.	LF	3,125
⑥	PAINT THERMOPLASTIC WHITE LANELINE MARKING PER CALTRANS STD. A20A, DETAIL 9.	LF	6,280
⑦	PAINT THERMOPLASTIC BASIC PAVEMENT MARKING PER CALTRANS STD. A24F.	LF	1,850
⑧	INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STD. A24A, TYPE IV ARROW.	EA	2

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
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			CITY	

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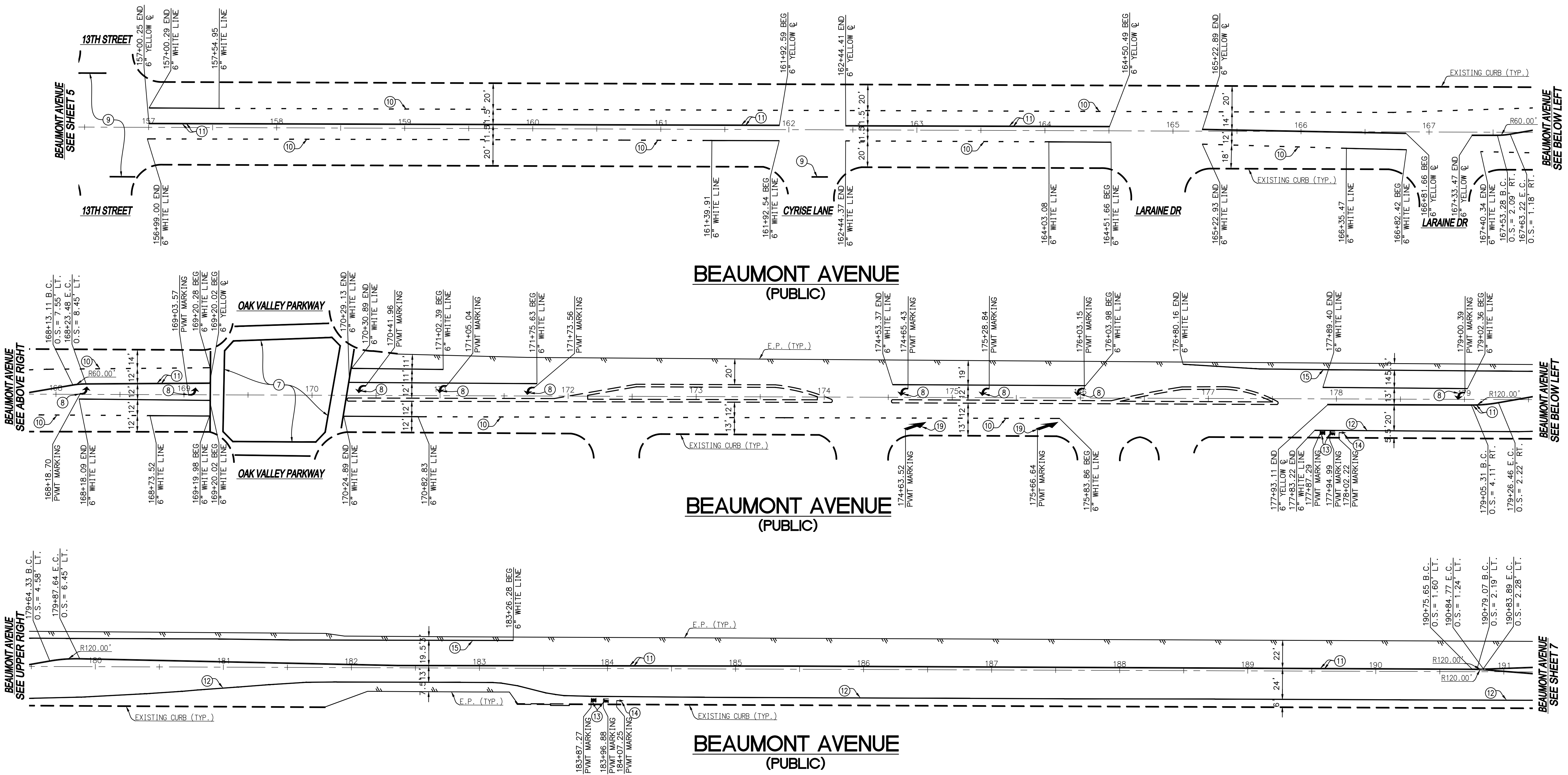


Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: _____
Director of Public Works, R.C.E. 50932

CITY OF BEAUMONT, CALIFORNIA
PAVEMENT REHABILITATION PLANS

BEAUMONT AVENUE
STRIPING PLAN

SHEET
6
OF 8 SHEETS
FILE NO.:

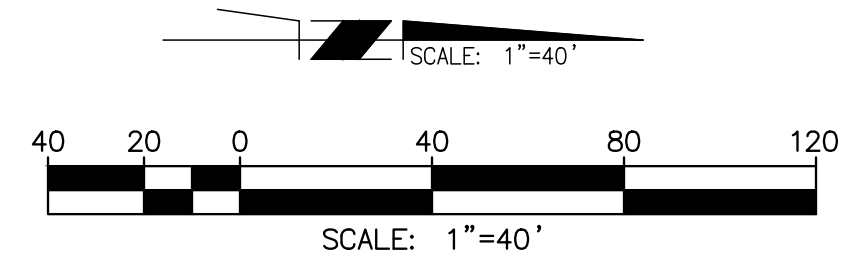


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CONSTRUCTION NOTES		UNIT	QUANTITY
5	PAINT THERMOPLASTIC YELLOW CENTERLINE MARKING PER CALTRANS STD. A20A, DETAIL 22.	LF	2,380
6	PAINT THERMOPLASTIC WHITE LANELINE MARKING PER CALTRANS STD. A20A, DETAIL 9.	LF	3,200
7	PAINT THERMOPLASTIC BASIC PAVEMENT MARKING CROSSWALK PER CALTRANS STD. A24F.	LF	250
8	INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STD. A24A, TYPE IV ARROW.	EA	8
9	PAINT THERMOPLASTIC STOP BAR PER CALTRANS STD. A24E.	LF	60
10	PAINT THERMOPLASTIC BIKE LANE LINE PER CALTRANS STD. A20D, DETAIL 39.	LF	1,340
11	INSTALL THERMOPLASTIC LEGEND PER CALTRANS STD. A24E.	EA	4
12	INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STD. A24A, BIKE LANE ARROW.	EA	2
13	PAINT THERMOPLASTIC RIGHT EDGE LINE PER CALTRANS STD. A20B, DETAIL 27B.	LF	650
17	INSTALL THERMOPLASTIC PAVEMENT MARKINGS PER CALTRANS STD. A24A, TYPE VI ARROW.	EA	2



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CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
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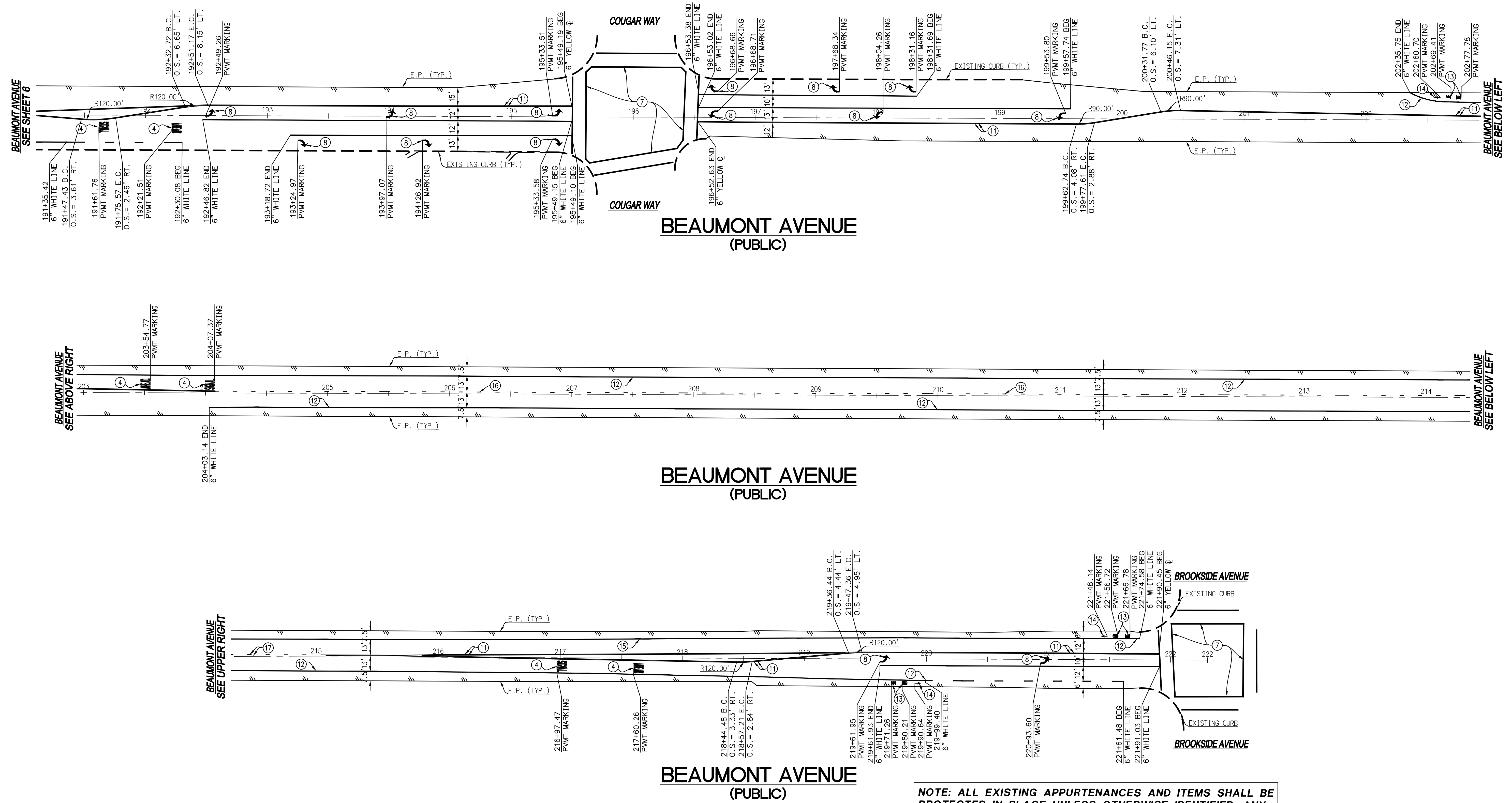
CITY OF BEAUMONT, CALIFORNIA
PAVEMENT REHABILITATION PLANS

BEAUMONT AVENUE STRIPING PLAN

CITY OF BEAUMONT

SHEET
7
OF 8 SHEETS
FILE NO.:

"NOT FOR CONSTRUCTION"

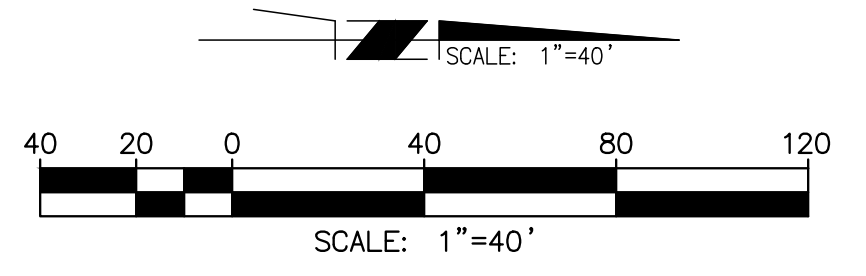


CONSTRUCTION NOTES		UNIT	QUANTITY
4	INSTALL THERMOPLASTIC LEGEND PER CALTRANS STD. A24D.	EA	6
5	PAINT THERMOPLASTIC YELLOW CENTERLINE MARKING PER CALTRANS STD. A20A, DETAIL 22.	LF	2,270
7	PAINT THERMOPLASTIC BASIC PAVEMENT MARKING CROSSWALK PER CALTRANS STD. A24F.	LF	980
8	INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STD. A24A, TYPE IV ARROW.	EA	14
10	PAINT THERMOPLASTIC BIKE LANE LINE PER CALTRANS STD. A20D, DETAIL 39.	LF	1,600
11	INSTALL THERMOPLASTIC LEGEND PER CALTRANS STD. A24E.	EA	6
12	INSTALL THERMOPLASTIC PAVEMENT MARKING PER CALTRANS STD. A24A, BIKE LANE ARROW.	EA	3
14	PAINT THERMOPLASTIC CENTERLINE PER CALTRANS STD. A20A, DETAIL 1.	LF	770
15	PAINT THERMOPLASTIC TRAFFIC LINE PER CALTRANS STD. A20A, DETAIL 15.	LF	340

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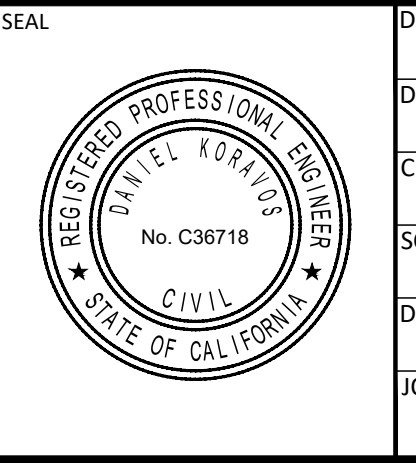
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CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
PAVEMENT REHABILITATION PLANS

BEAUMONT AVENUE STRIPING PLAN

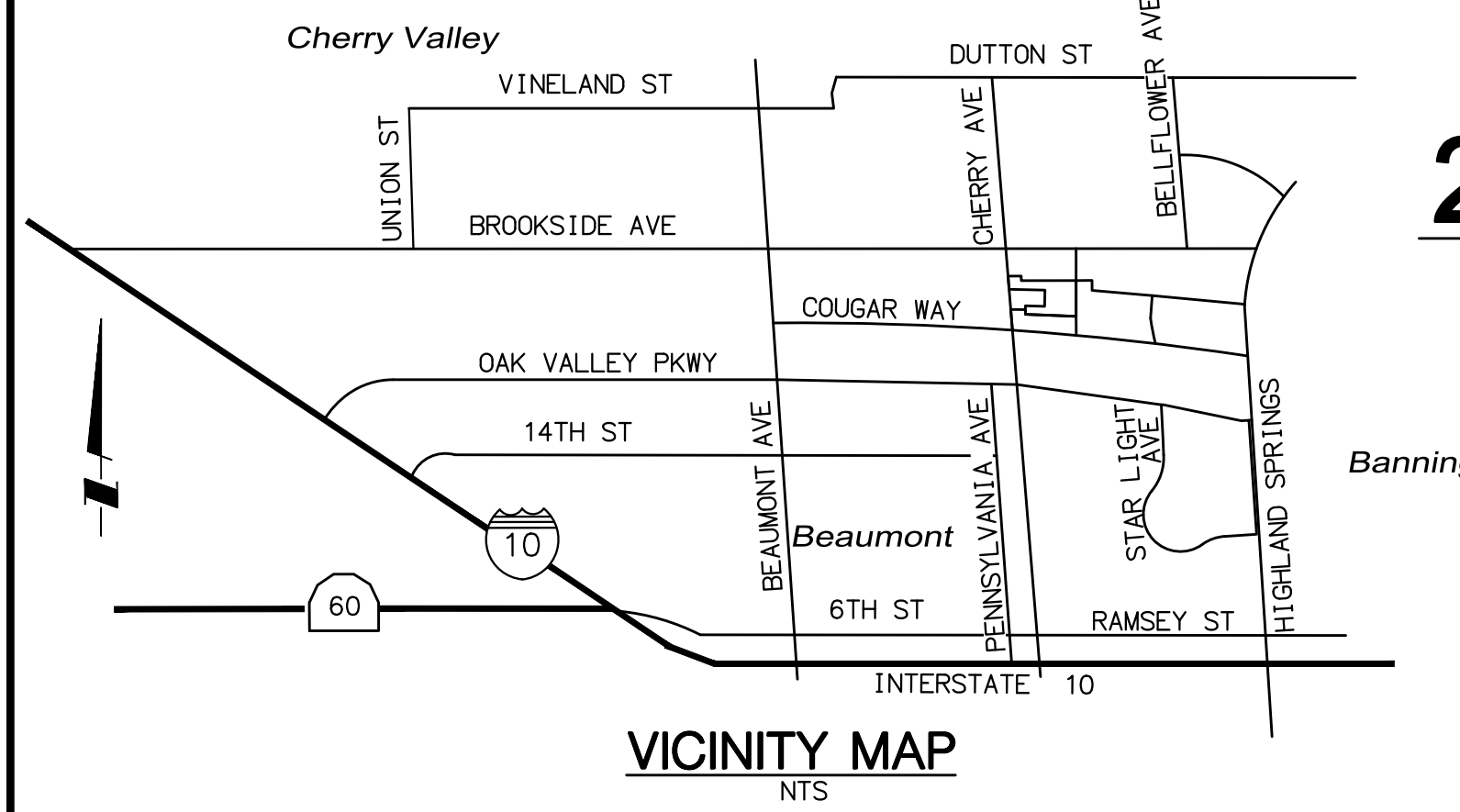
CITY OF BEAUMONT

SHEET
8
OF 8 SHEETS
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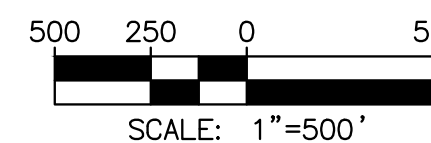


CITY OF BEAUMONT, CALIFORNIA

2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS



PORTION OF INDEX MAP
SEE SHEET 2 FOR FULL INDEX MAP
SCALE: 1" = 500'



INDEX OF SHEETS

SHEET	DESCRIPTION
1	TITLE SHEET
2	INDEX MAP
3	ROY COURT, PALM AVENUE, CYNTHIA STREET AND APPLE CANYON ROAD
4	6TH STREET AND CALIFORNIA AVENUE
5	CALIFORNIA AVENUE
6	ELM AVENUE
7	ELM AVENUE
8	OAK VALLEY PARKWAY AND 10TH STREET
9	OAK VALLEY PARKWAY
10	VEILE AVENUE, 2ND STREET, AND 3RD STREET
11	1ST STREET
12	2ND STREET
13	8TH STREET
14	11TH STREET AND OLIVE AVENUE
15	7TH STREET AND 13TH STREET

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF ITS CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, GREEN BOOK "LATEST EDITION" AND THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENT.
3. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING; SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY.
5. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES ARE IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPT.
6. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT, PERMIT SECTION, FOR ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMIT MAY BE REQUIRED.
7. THE CONTRACTOR WILL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816.
8. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE R.C.T.D. STANDARD NO. 401 IF EXPANSIVE SOIL ARE ENCOUNTERED.
9. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461.
10. AS DETERMINED BY THE PUBLIC WORKS DEPARTMENT, THE DEVELOPER IS RESPONSIBLE AS A MINIMUM FOR ROAD IMPROVEMENTS TO CENTERLINE, AND MAY BE REQUIRED TO RECONSTRUCT EXISTING PAVEMENT INCLUDING BASE, AND MATCHING OVERLAY REQUIRED TO MEET THE STRUCTURAL STANDARDS FOR THE CURRENT ASSIGNED TRAFFIC INDEX.
11. CONSTRUCTION PROJECTS DISTURBING ONE ACRE OR MORE, MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
12. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE OF PUBLIC WORKS DEPARTMENT OR THE INSPECTOR TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
13. EXISTING STORM DRAIN PIPES/CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED TO, OR JUST IN THE PROJECT VICINITY) MUST BE REPAIRED, AND /OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE PUBLIC WORKS DEPARTMENT.
14. CONTRACTOR SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.
15. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE RIGHT-OF-WAY.
16. CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARDS NO. 206 AND/OR 207, AS DIRECTED IN THE FIELD.
17. PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN PERCENT.
18. INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE 460 AND 499. INSTALL EUCALYPTUS POLYANTHEMOS(SILVER DOLLAR), CRAPE MYRTLE, LIQUID AMBER OR APPROVED EQUAL, SEE PROJECT PLANS.
19. STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING SPECIFICATIONS.
20. 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.

QUANTITY TABULATION

STREET NAME	LIMITS OF WORK	AREA	UNIT
ROY COURT	"ALEXA STREET" TO "END OF STREET"	1,988	SY
PALM AVENUE	"CANYON CREST ROAD" TO "COUGAR WAY"	3,816	SY
CYNTHIA STREET	"VASILJI LANE" TO "LEMON AVENUE"	2,016	SY
APPLE CANYON ROAD	"CEDAR VIEW DRIVE" TO "CANYON CREST ROAD"	3,576	SY
6TH STREET	"CALIFORNIA AVENUE" TO "BEAUMONT AVENUE"	7,988	SY
CHERRY AVENUE	"OAK VALLEY PARKWAY" TO "COUGAR WAY"	9,373	SY
6TH STREET	"CALIFORNIA AVENUE" TO "VEILE AVENUE"	11,418	SY
CALIFORNIA AVENUE	"6TH STREET" TO "I-10 OVERPASS"	3,177	SY
ELM AVENUE	"12TH STREET" TO "DALE STREET"	1,455	SY
ELM AVENUE	"12TH STREET" TO "6TH STREET"	14,690	SY
ELM AVENUE	"VALLEY VIEW DRIVE" TO "OAK VALLEY PARKWAY"	4,776	SY
OAK VALLEY PARKWAY	"OAK VIEW DRIVE" TO "I-10 RAMP"	14,727	SY
10TH STREET	"ELM AVENUE" TO "EDGAR AVENUE"	5,351	SY
OAK VALLEY PARKWAY	"CHERRY AVENUE" TO "STARLIGHT AVENUE"	21,945	SY
VEILE AVENUE	"4TH STREET" TO "END OF STREET"	8,328	SY
13TH STREET	"BEAUMONT AVENUE" TO "EDGAR AVENUE"	3,250	SY
11TH STREET	"CHERRY AVENUE" TO "STARLIGHT AVENUE"	1,624	SY
2ND STREET	"4TH STREET" TO "END OF STREET"	1,251	SY
1ST STREET	"VEILE AVENUE" TO "CALIFORNIA AVENUE"	12,156	SY
1ST STREET	"CALIFORNIA AVENUE" TO "BEAUMONT AVENUE"	6,812	SY
2ND STREET	"HIGHLAND SPRINGS AVENUE" TO "END OF STREET"	26,070	SY
8TH STREET	"XENIA AVENUE" TO "HIGHLAND SPRINGS AVENUE"	13,875	SY
11TH STREET	"ELM AVENUE" TO "BEAUMONT AVENUE"	8,271	SY
OLIVE AVENUE	"END OF STREET" TO "END OF STREET"	3,902	SY
3RD STREET	"OLIVE AVENUE" TO "WALNUT STREET"	3,517	SY
7TH STREET	"CALIFORNIA AVENUE" TO "BEAUMONT AVENUE"	5,600	SY
7TH STREET	"BEAUMONT AVENUE" TO "MAGNOLIA AVENUE"	1,587	SY
7TH STREET	"EGAN AVENUE" TO "CALIFORNIA AVENUE"	512	SY
11TH STREET	"MAPLE AVENUE" TO "PALM AVENUE"	1,512	SY

SIGNING & STRIPING NOTES

1. ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST EDITION OF COUNTY OF RIVERSIDE STANDARD PLANS AND THE 2013 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES CALIFORNIA SUPPLEMENT (MUTCD).
2. ALL TRAFFIC STRIPES, PAVEMENT MARKINGS, AND SIGNS SHALL BE REFLECTORIZED AND STANDARD SIZE. ALL STRIPING AND MARKING DETAILS SHALL MATCH CALIFORNIA MUTCD STANDARD DETAILS. STENCILS FOR PAVEMENT MARKING SHALL ALSO MATCH CALIFORNIA MUTCD STANDARD DETAILS.
3. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPES, PAVEMENT MARKINGS, AND RAISED PAVEMENT MARKERS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. WORD OR SYMBOL PAVEMENT MARKINGS SHALL BE REMOVED BY SANDBLASTING OR GRINDING A RECTANGULAR AREA COVERING THE WHOLE MARKING.
4. ALL CROSSWALKS SHALL HAVE 10 FEET IN BETWEEN THE 12-INCH WHITE OR YELLOW STRIPES.
5. ALL DOUBLE YELLOW STRIPES SHALL HAVE 3-INCH PAINTED BLACK LINE SEPARATING THE YELLOW STRIPES.
6. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL TRAFFIC STRIPES, RAISED PAVEMENT MARKERS (RPMs), PAVEMENT MARKINGS, AND SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER.
7. ALL PAVEMENT MARKINGS INCLUDING CROSSWALKS, LIMIT LINES, AND STOP BARS SHALL BE APPLIED WITH THERMOPLASTIC MATERIAL.
8. ALL RPMs SHALL BE INSTALLED WITHIN SEVEN WORKING DAYS OF ROADWAY STRIPING. ALL EXISTING RPMs WITHIN THE PROJECT AREA SHALL BE REPLACED IN KIND OR REMOVED IN ACCORDANCE WITH THE PLANS, OR AS DIRECTED BY THE ENGINEER.
9. THE CONTRACTOR SHALL INSTALL STANDARD SIZE SIGN PANEL ON 2" SQUARE PERFORATED STEEL TUBE POST WITH TWO PIECE ANCHOR AND SLEEVE, FASTENED WITH 3/8" RIVETS WITH STAINLESS STEEL WASHERS, UNLESS OTHERWISE NOTED. THE EXACT LOCATION OF ALL SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
10. THE CONTRACTOR SHALL REMOVE SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL DELIVER REMOVED SIGNS TO THE CITY OF BEAUMONT YARD OR AS DIRECTED BY THE ENGINEER.
11. THE CONTRACTOR SHALL LAYOUT (CAT-TRACK) THE PROPOSED SIGNING, STRIPING, AND PAVEMENT MARKINGS IN ACCORDANCE WITH THE PLANS AND OBTAIN THE ENGINEER'S APPROVAL PRIOR TO ACTUAL INSTALLATION.
12. PAINT MAY BE USED FOR MARKING PAVEMENT SURFACES THAT ARE NOT YET CAPPED/FINISHED. CONTRACTOR WILL MAINTAIN SAID TEMPORARY (PAINT) PAVEMENT MARKINGS UNTIL INSTALLATION OF ASPHALT CAPPING AND THERMOPLASTIC PAVEMENT MARKINGS ARE COMPLETED.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENCE ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

SIGNATURE: _____ DATE: _____
LICENSE No. 36718 EXP. 06-30-2020

CONSTRUCTION NOTES

NOTES	UNIT	QUANTITY
1 APPLY SLURRY SEAL TO SURFACE PER GREENBOOK SPECIFICATIONS 302-4	SY	213,800
2 PRIOR TO SPREADING, THE SURFACE SHALL BE CLEAN AND PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER GREENBOOK SPECIFICATIONS 302-4.8.	PER PLAN	
3 CONTRACTOR SHALL PROTECT AND EXISTING MANHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION AND VERIFY IF ALL ARE FREE OF SLURRY SEAL AND OPERATIONAL AFTER SLURRY SEAL IS COMPLETE	PER PLAN	

NOTE:
QUANTITIES SHOWN ARE ESTIMATES ONLY. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING HIS OWN ESTIMATE FOR BID PURPOSES.

LEGEND

SLURRY SEAL SURFACING XXXX

ABBREVIATIONS

EDGE OF PAVEMENT.....EP



Michael Baker
INTERNATIONAL

75-410 Gerald Ford Drive, Suite 100
Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM

Daniel Koravos
DANIEL KORAVOS

DATE: 01/13/2020
R.C.E. 36718 * EXP. 06/30/20

DESIGN BY: JZ
DRAWN BY: JZ
CHECKED BY: RV
SCALE: AS NOTED
DATE: JULY 2019
JOB NUMBER: 173253

Reviewed By: _____ Date: _____
Staff Engineer

Recommended for Approval By: _____ Date: _____

Approved By: _____ Date: _____
City Engineer

City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA

2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS

TITLE SHEET

FOR: CITY OF BEAUMONT, CALIFORNIA

S H E E T
1
OF 15 SHEETS
FILE NO.:

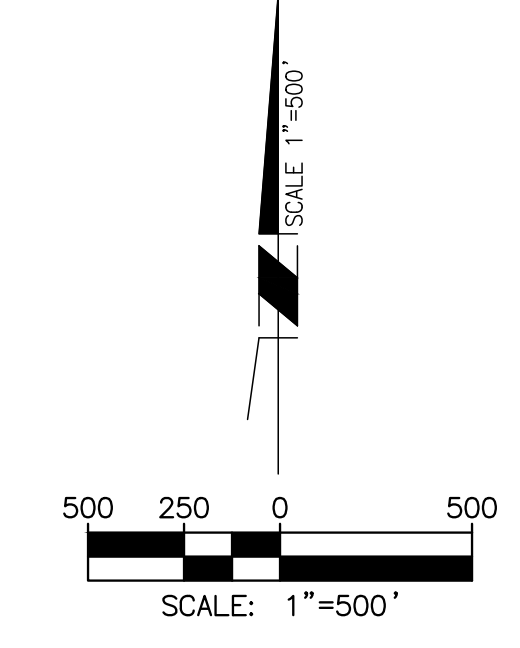


THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE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

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

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

REVISED: 12/09/2019
H:\PDA\TA\173253\CADD\LAND\DLV\IMPROVE\STREET\SLURRY SEAL\SLURRY - 001.DWG - ZEPEDA, JACOB 1/7/2020 10:28 AM



FULL INDEX MAP
SEE SHEET 1 FOR PORTION OF INDEX MAP
SCALE: 1" = 500'

DENOTES SHEET NUMBER

DENOTES SHEET NUMBER



"NOT FOR CONSTRUCTION"

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DIAL TOLL FREE
(800) 227-2600
At Least Two Working Days
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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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ENGINEER		REVISIONS		CITY

Michael Baker INTERNATIONAL
75-410 Gerald Ford Drive, Suite 100
Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM
Daniel Koravos
DATE: 01/13/2020
R.C.E. 36718 • EXP. 06/30/20

DESIGN BY: JZ
DRAWN BY: JZ
CHECKED BY: RV
SCALE: AS NOTED
DATE: JULY 2019
JOB NUMBER: 173253

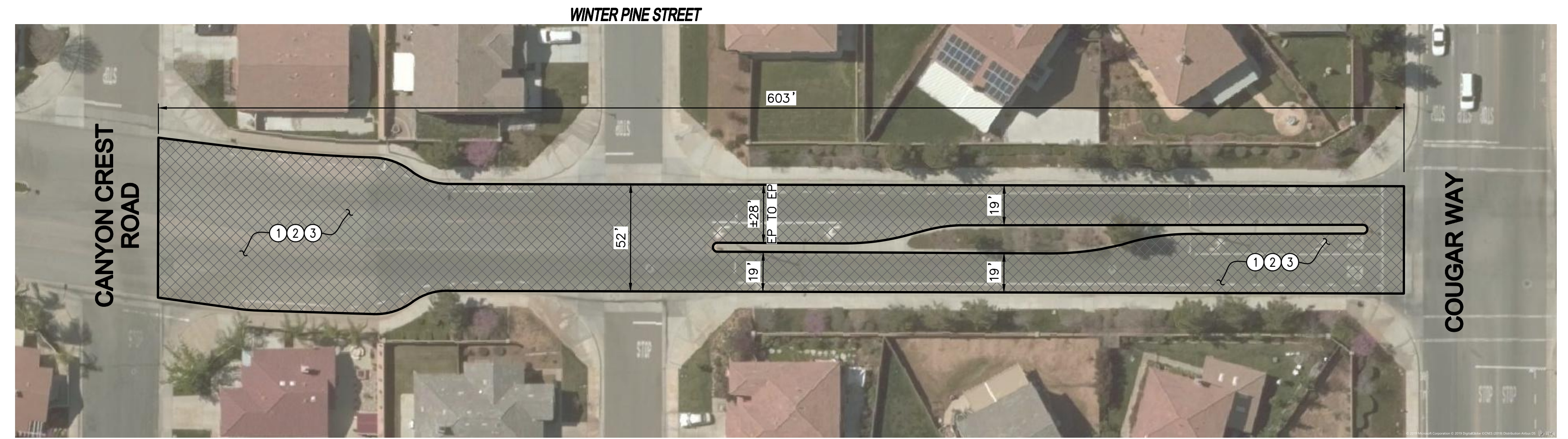
Reviewed By: _____ Date: _____
Staff Engineer
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: _____
City Engineer
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS
INDEX MAP
FOR: CITY OF BEAUMONT, CALIFORNIA

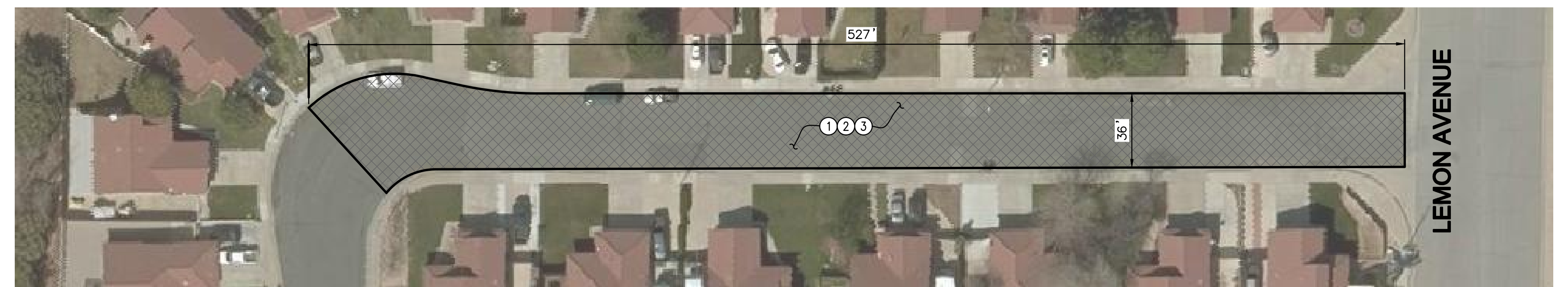
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2
OF 15 SHEETS
FILE NO.:



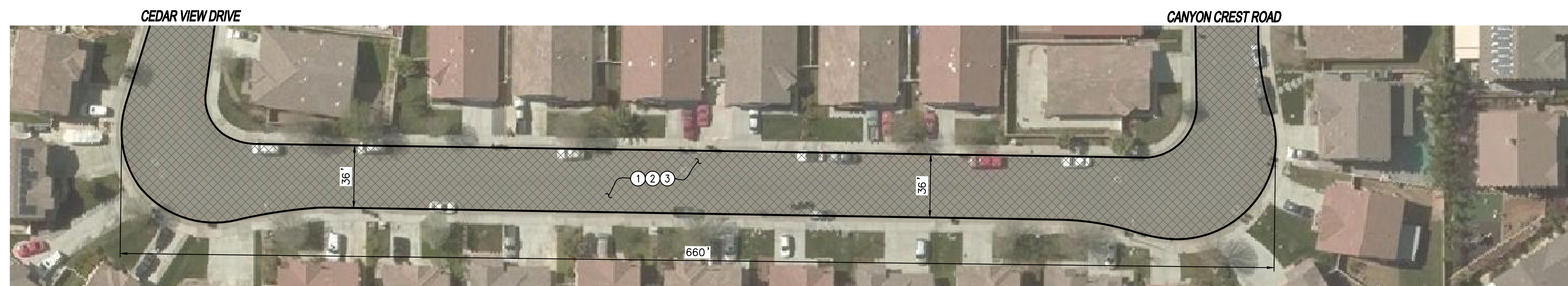
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1,988 S.Y.



PALM AVENUE
3,816 S.Y.



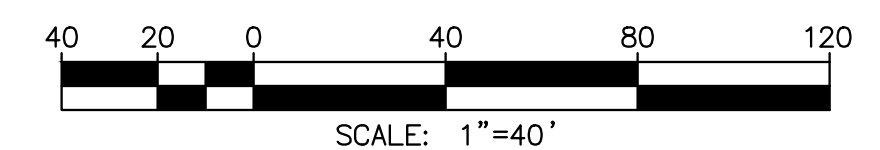
CYNTHIA STREET
2,016 S.Y.



APPLE CANYON ROAD
3,576 S.Y.

CONSTRUCTION NOTES		UNIT	QUANTITY
1	APPLY SLURRY SEAL TO SURFACE PER GREENBOOK SPECIFICATIONS 302-4	SY	11,396
2	PRIOR TO SPREADING, THE SURFACE SHALL BE CLEAN AND PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER GREENBOOK SPECIFICATIONS 302-4.8.	PER PLAN	
3	CONTRACTOR SHALL PROTECT AND EXISTING MANHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION AND VERIFY IF ALL ARE FREE OF SLURRY SEAL AND OPERATIONAL AFTER SLURRY SEAL IS COMPLETE	PER PLAN	

NOTE: ALL PAVEMENT STRIPING AND LEGENDS SHALL BE RESTRIPTED TO ITS ORIGINAL CONDITIONS.



"NOT FOR CONSTRUCTION"



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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

Michael Baker INTERNATIONAL
75-410 Gerald Ford Drive, Suite 100
Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM

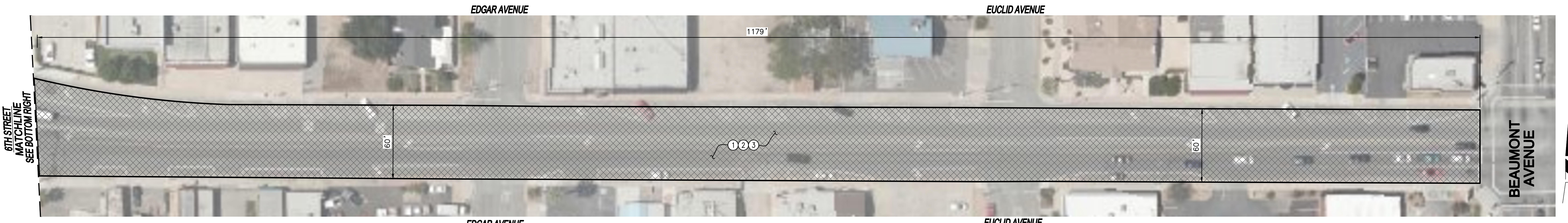
Daniel Koravos
DANIEL KORAVOS
DATE: 01/13/2020
R.C.E. 36718 * EXP. 06/30/20

DESIGN BY: JZ
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CHECKED BY: RV
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JOB NUMBER: 173253

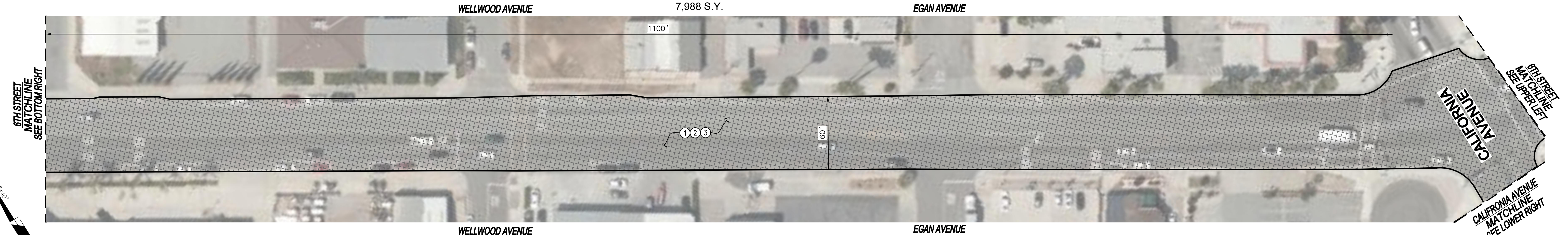
Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: _____
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS
ROY COURT
PALM AVENUE
CYNTHIA STREET
APPLE CANYON ROAD
FOR: CITY OF BEAUMONT, CALIFORNIA

SHEET
3
OF 15 SHEETS
FILE NO.



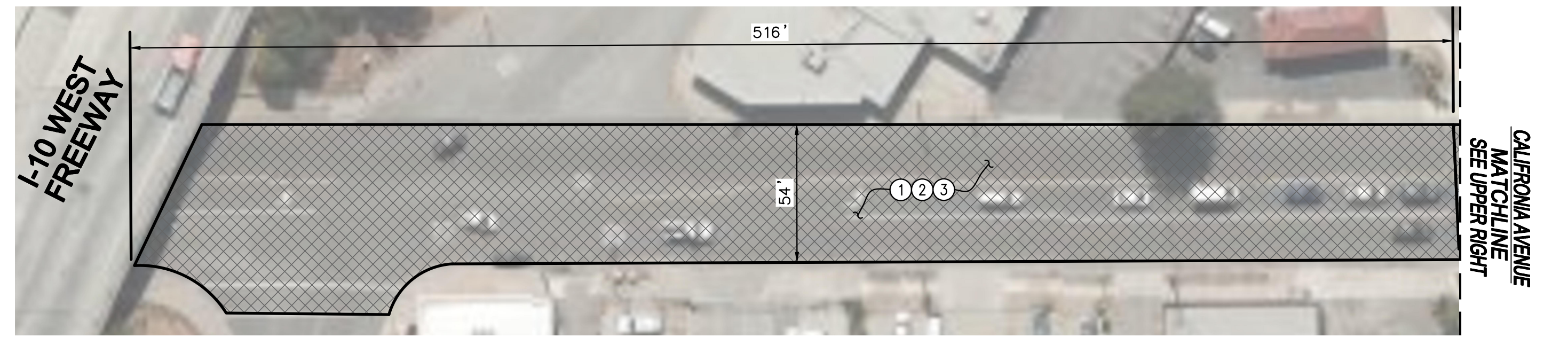
6TH STREET
7,988 S.Y.



6TH STREET
11,418 S.Y.



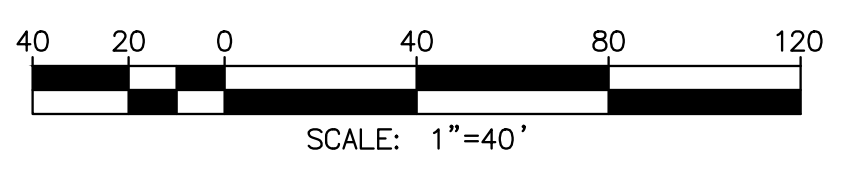
6TH STREET
QUANTITY INCLUDED IN UPPER LEFT



CALIFORNIA AVENUE
3,177 S.Y.

CONSTRUCTION NOTES		UNIT	QUANTITY
1	APPLY SLURRY SEAL TO SURFACE PER GREENBOOK SPECIFICATIONS 302-4	SY	22,583
2	PRIOR TO SPREADING, THE SURFACE SHALL BE CLEAN AND PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER GREENBOOK SPECIFICATIONS 302-4.8.	PER PLAN	
3	CONTRACTOR SHALL PROTECT AND EXISTING MANHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION AND VERIFY IF ALL ARE FREE OF SLURRY SEAL AND OPERATIONAL AFTER SLURRY SEAL IS COMPLETE.	PER PLAN	

NOTE: ALL PAVEMENT STRIPING AND LEGENDS SHALL BE RESTRIPTED TO ITS ORIGINAL CONDITIONS.



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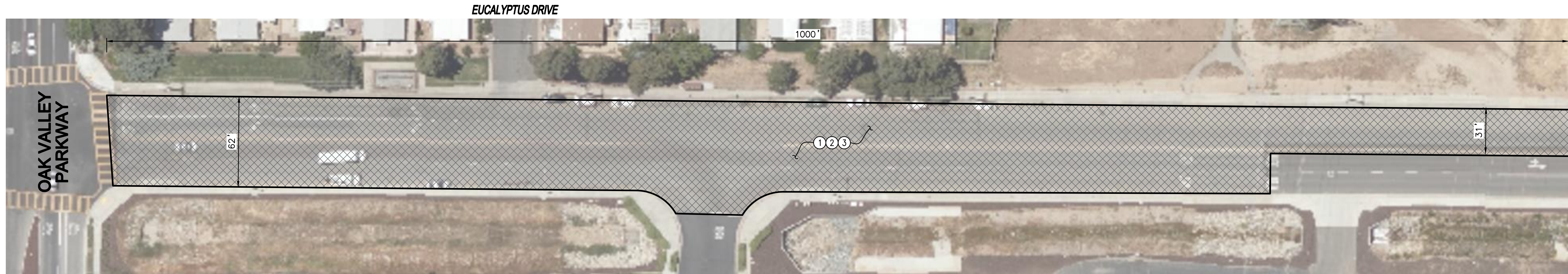
Daniel Koravos
DANIEL KORAVOS
DATE: 01/13/2020
R.C.E. 36718 • EXP. 06/30/20

DESIGN BY: JZ
DRAWN BY: JZ
CHECKED BY: RV
SCALE: AS NOTED
DATE: JULY 2019
JOB NUMBER: 173253

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: _____
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS
6TH STREET CALIFORNIA AVENUE
FOR: CITY OF BEAUMONT, CALIFORNIA

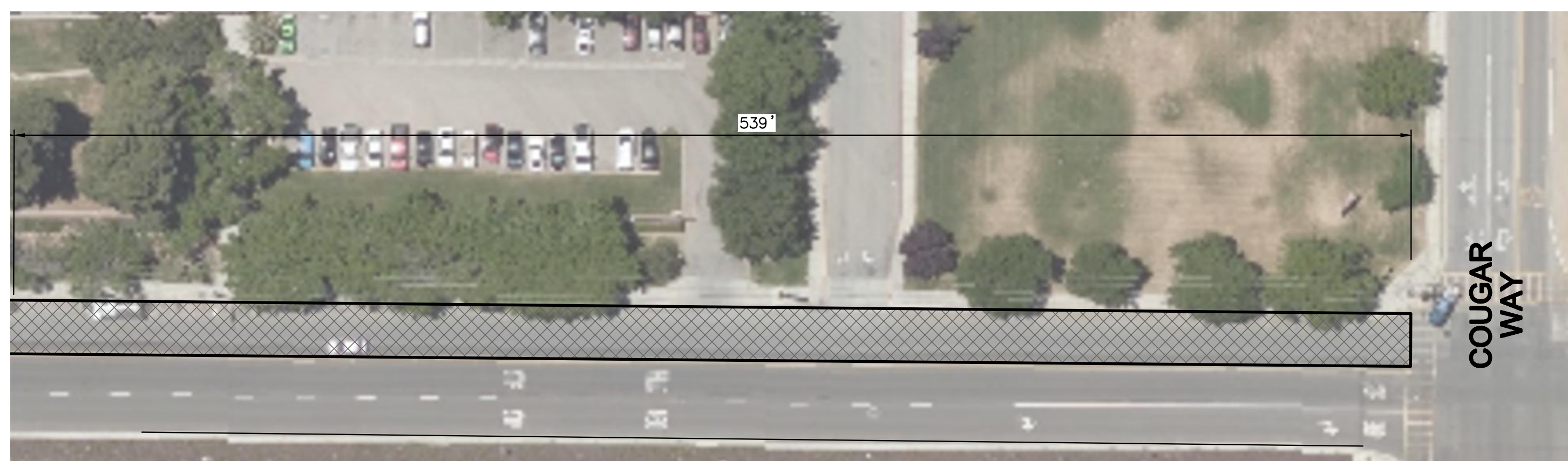
SHEET
4
OF 15 SHEETS
FILE NO.



ROVER LANE
CHERRY AVENUE
 9,373 S.Y.



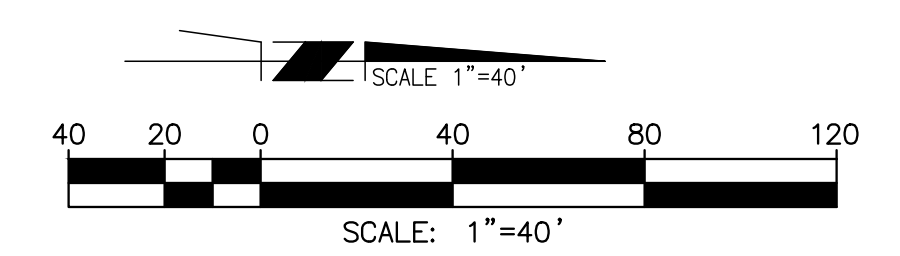
CHERRY AVENUE
 QUANTITY INCLUDED ABOVE



CHERRY AVENUE
 QUANTITY INCLUDED ABOVE

CONSTRUCTION NOTES		UNIT	QUANTITY
1	APPLY SLURRY SEAL TO SURFACE PER GREENBOOK SPECIFICATIONS 302-4	SY	9,373
2	PRIOR TO SPREADING, THE SURFACE SHALL BE CLEAN AND PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER GREENBOOK SPECIFICATIONS 302-4.8.	PER PLAN	
3	CONTRACTOR SHALL PROTECT AND EXISTING MANHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION AND VERIFY IF ALL ARE FREE OF SLURRY SEAL AND OPERATIONAL AFTER SLURRY SEAL IS COMPLETE.	PER PLAN	

NOTE: ALL PAVEMENT STRIPING AND LEGENDS SHALL BE RESTRIPE TO ITS ORIGINAL CONDITIONS.



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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

Michael Baker INTERNATIONAL
 75-410 Gerald Ford Drive, Suite 100
 Palm Desert, CA 92211
 Phone: (760) 346-7481
 M.BAKER@INTL.COM

Daniel Koravos
 DANIEL KORAVOS
 DATE: 01/13/2020
 R.C.E. 36718 * EXP. 06/30/20

DESIGN BY: JZ
 DRAWN BY: JZ
 CHECKED BY: RV
 SCALE: AS NOTED
 DATE: JULY 2019
 JOB NUMBER: 173253

Reviewed By: _____ Date: _____
 Recommended for Approval By: _____ Date: _____
 Approved By: _____ Date: _____
 City of Beaumont, Public Works Department
 Engineering Division

CITY OF BEAUMONT, CALIFORNIA
 2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS
 6TH STREET
 CHERRY AVENUE

FOR: CITY OF BEAUMONT, CALIFORNIA

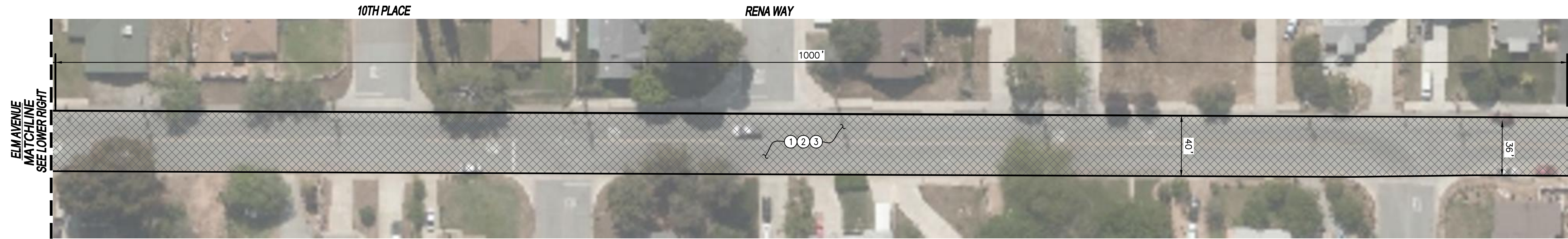
SHEET
5
 OF 15 SHEETS
 FILE NO.:

REVISED: 12/09/2019
H:\PDA\TA\173253\CADD\LAND\IMPROVE\STREET\SLURRY SEAL\SLURRY - 006.DWG - ZEPEDA, JACOB 1/2/2020 10:29 AM



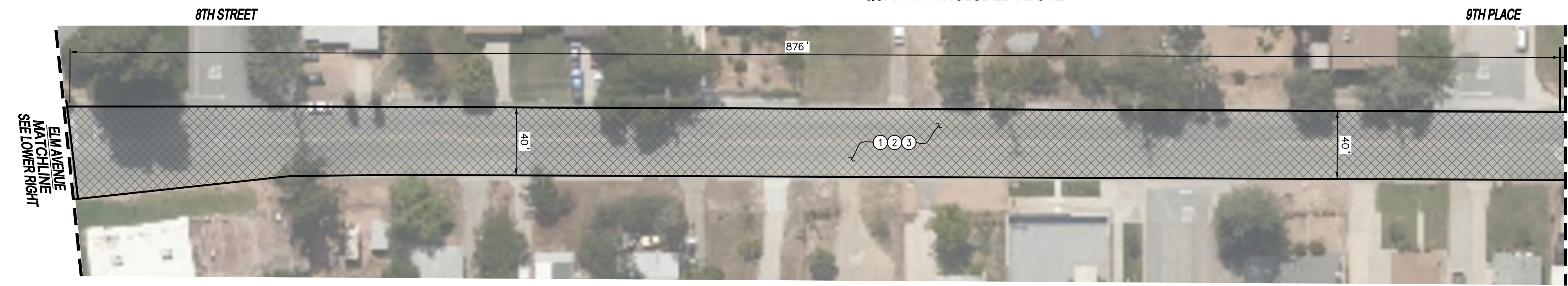
ELM AVENUE

12,550 S.Y.



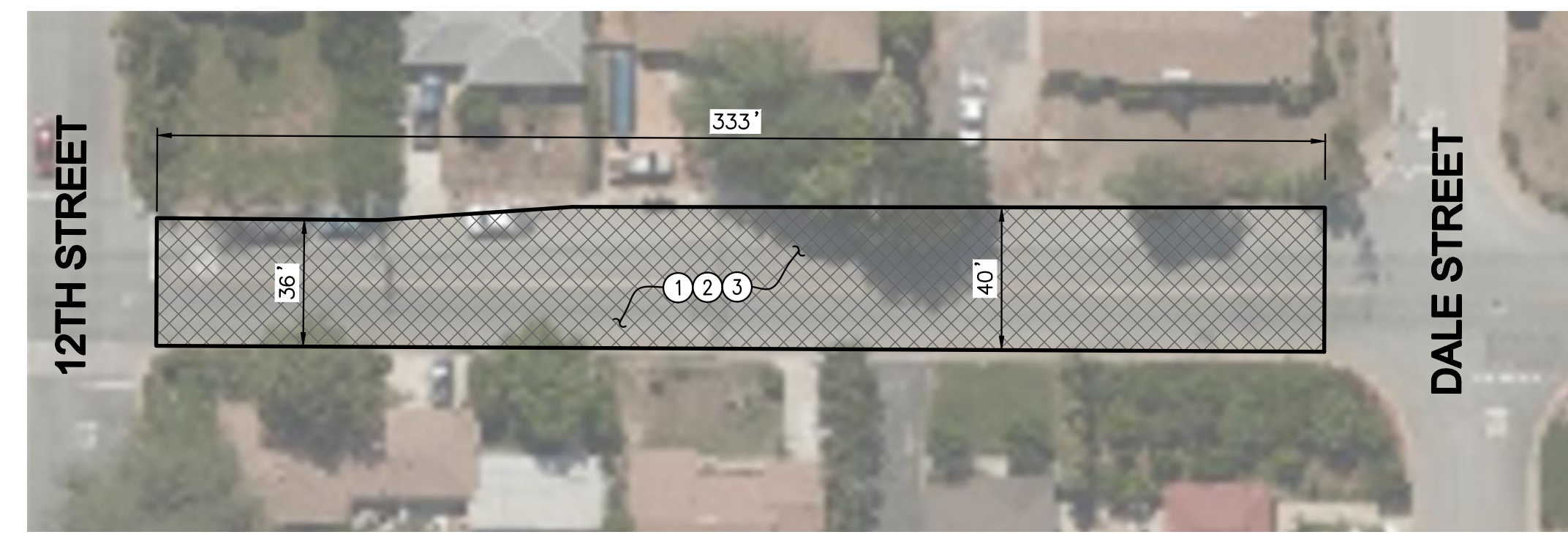
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QUANTITY INCLUDED ABOVE



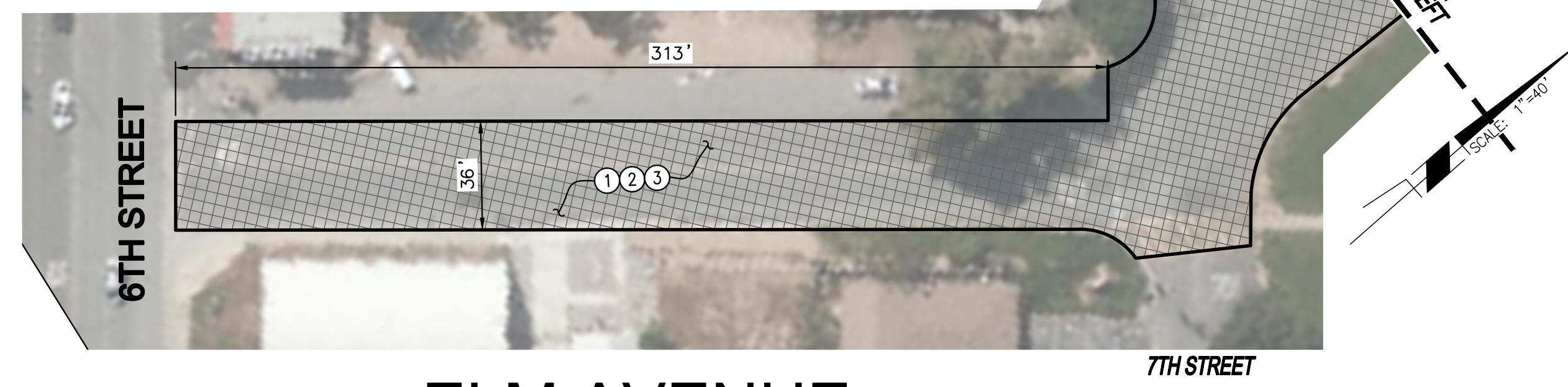
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QUANTITY INCLUDED ABOVE



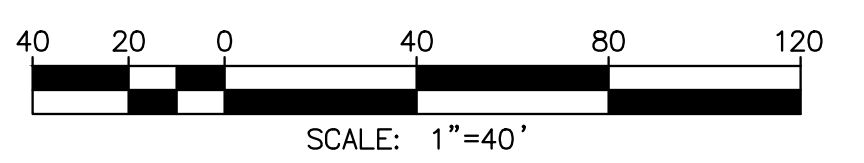
ELM AVENUE

1,455 S.Y.



ELM AVENUE

2,140 S.Y.



CONSTRUCTION NOTES		UNIT	QUANTITY
1	APPLY SLURRY SEAL TO SURFACE PER GREENBOOK SPECIFICATIONS 302-4	SY	16,145
2	PRIOR TO SPREADING, THE SURFACE SHALL BE CLEAN AND PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER GREENBOOK SPECIFICATIONS 302-4.8.	PER PLAN	
3	CONTRACTOR SHALL PROTECT AND EXISTING MANHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION AND VERIFY IF ALL ARE FREE OF SLURRY SEAL AND OPERATIONAL AFTER SLURRY SEAL IS COMPLETE.	PER PLAN	

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ENGINEER		REVISIONS		CITY

Michael Baker INTERNATIONAL
75-410 Gerald Ford Drive, Suite 100
Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM

Daniel Koravos
DANIEL KORAVOS
DATE: 01/13/2020
R.C.E. 36718 * EXP. 06/30/20

DESIGN BY: JZ
DRAWN BY: JZ
CHECKED BY: RV
SCALE: AS NOTED
DATE: JULY 2019
JOB NUMBER: 173253

Reviewed By: _____ Date: _____
Staff Engineer

Recommended for Approval By: _____ Date: _____

Approved By: _____ Date: _____
City Engineer

City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS
ELM AVENUE

FOR: CITY OF BEAUMONT, CALIFORNIA

SHEET
6
OF 15 SHEETS
FILE NO.



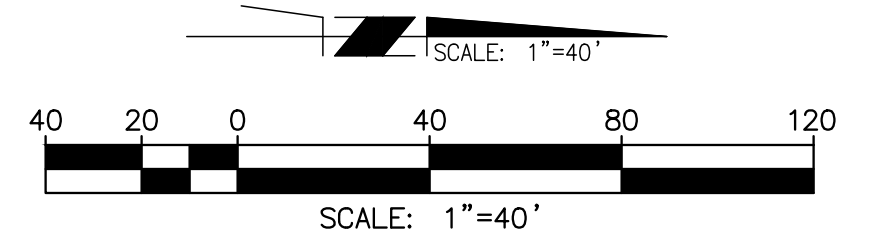
ELM AVENUE
4,776 S.Y.



ELM AVENUE
QUANTITY INCLUDED ABOVE

NOTE: ALL PAVEMENT STRIPING AND LEGENDS SHALL BE RESTRIPTED TO ITS ORIGINAL CONDITIONS.

CONSTRUCTION NOTES		UNIT	QUANTITY
1	APPLY SLURRY SEAL TO SURFACE PER GREENBOOK SPECIFICATIONS 302-4	SY	4,776
2	PRIOR TO SPREADING, THE SURFACE SHALL BE CLEAN AND PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER GREENBOOK SPECIFICATIONS 302-4.8.	PER PLAN	
3	CONTRACTOR SHALL PROTECT AND EXISTING MANHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION AND VERIFY IF ALL ARE FREE OF SLURRY SEAL AND OPERATIONAL AFTER SLURRY SEAL IS COMPLETE.	PER PLAN	



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Daniel Koravos
DANIEL KORAVOS
DATE: 01/13/2020
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DESIGN BY: JZ
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Staff Engineer

Recommended for Approval By: _____ Date: _____

Approved By: _____ Date: _____
City Engineer

City of Beaumont, Public Works Department
Engineering Division

550 E. 6TH STREET
BEAUMONT, CA 92223
TEL (951) 769-8520 * FAX (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS
ELM AVENUE

FOR: CITY OF BEAUMONT, CALIFORNIA

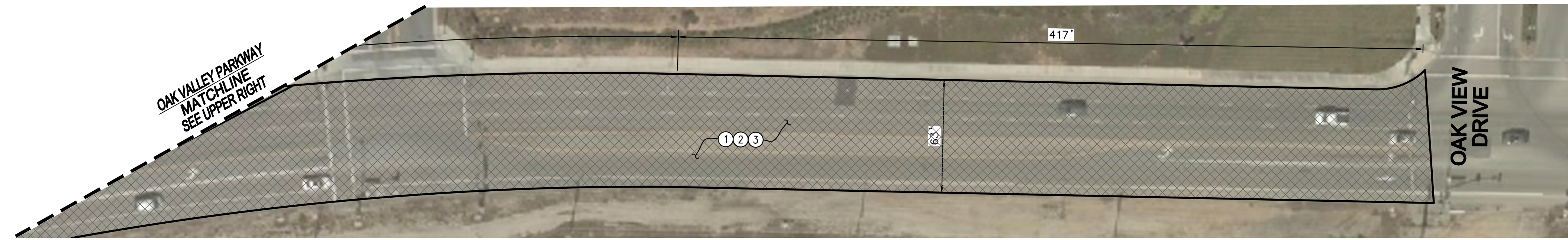
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OF 15 SHEETS
FILE NO.

REVISED: 12/09/2019
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OAK VALLEY PARKWAY

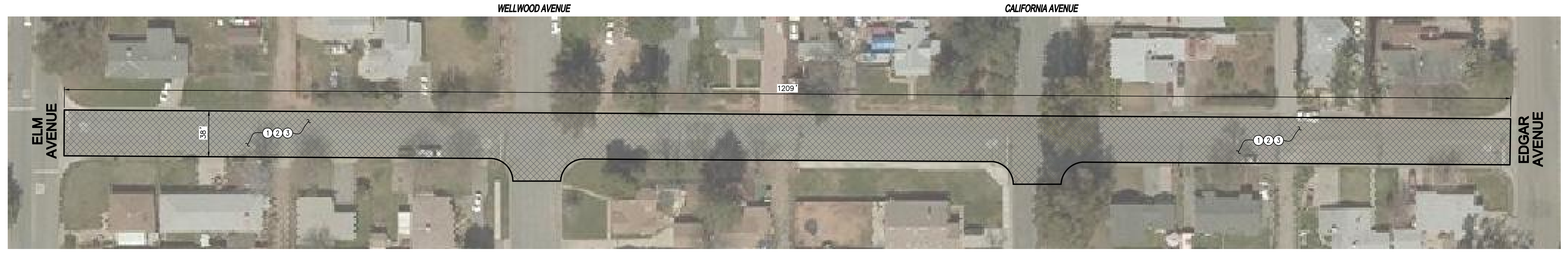
14,727 S.Y.



OAK VALLEY PARKWAY

QUANTITY INCLUDED ABOVE

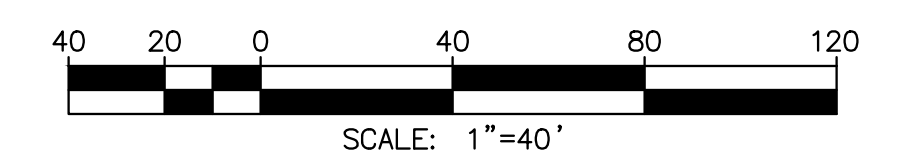
NOTE: ALL PAVEMENT STRIPING AND LEGENDS SHALL BE RESTRIPTED TO ITS ORIGINAL CONDITIONS.



10TH STREET

5,351 S.Y.

CONSTRUCTION NOTES		UNIT	QUANTITY
1	APPLY SLURRY SEAL TO SURFACE PER GREENBOOK SPECIFICATIONS 302-4	SY	20,078
2	PRIOR TO SPREADING, THE SURFACE SHALL BE CLEAN AND PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER GREENBOOK SPECIFICATIONS 302-4.8.	PER PLAN	
3	CONTRACTOR SHALL PROTECT AND EXISTING MANHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION AND VERIFY IF ALL ARE FREE OF SLURRY SEAL AND OPERATIONAL AFTER SLURRY SEAL IS COMPLETE	PER PLAN	



"NOT FOR CONSTRUCTION"



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NOTE:
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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

Michael Baker INTERNATIONAL
75-410 Gerald Ford Drive, Suite 100
Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM

Daniel Koravos
DANIEL KORAVOS
DATE: 01/13/2020
R.C.E. 36718 • EXP. 06/30/20

DESIGN BY: JZ
DRAWN BY: JZ
CHECKED BY: RV
SCALE: AS NOTED
DATE: JULY 2019
JOB NUMBER: 173253

Reviewed By: _____ Date: _____
Staff Engineer

Recommended for Approval By: _____ Date: _____

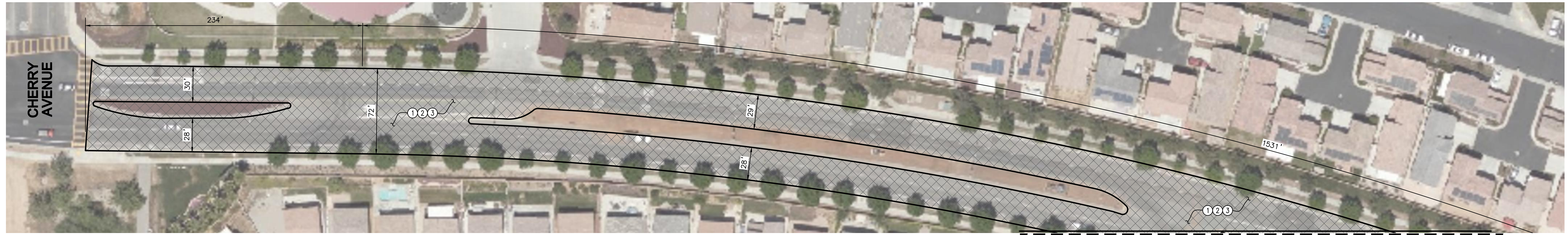
Approved By: _____ Date: _____
City Engineer

City of Beaumont, Public Works Department
Engineering Division

550 E. 6TH STREET
BEAUMONT, CA 92223
TEL (951) 769-8520 • FAX (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS
OAK VALLEY PARKWAY
10TH STREET
FOR: CITY OF BEAUMONT, CALIFORNIA

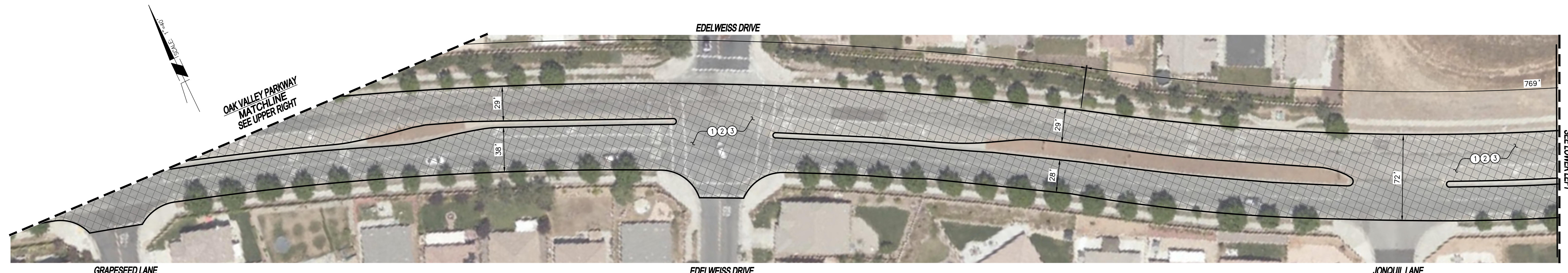
SHEET
8
OF 15 SHEETS
FILE NO.



OAK VALLEY PARKWAY

21,945 S.Y.

OAK VALLEY PARKWAY
MATCHLINE
SEE LOWER LEFT



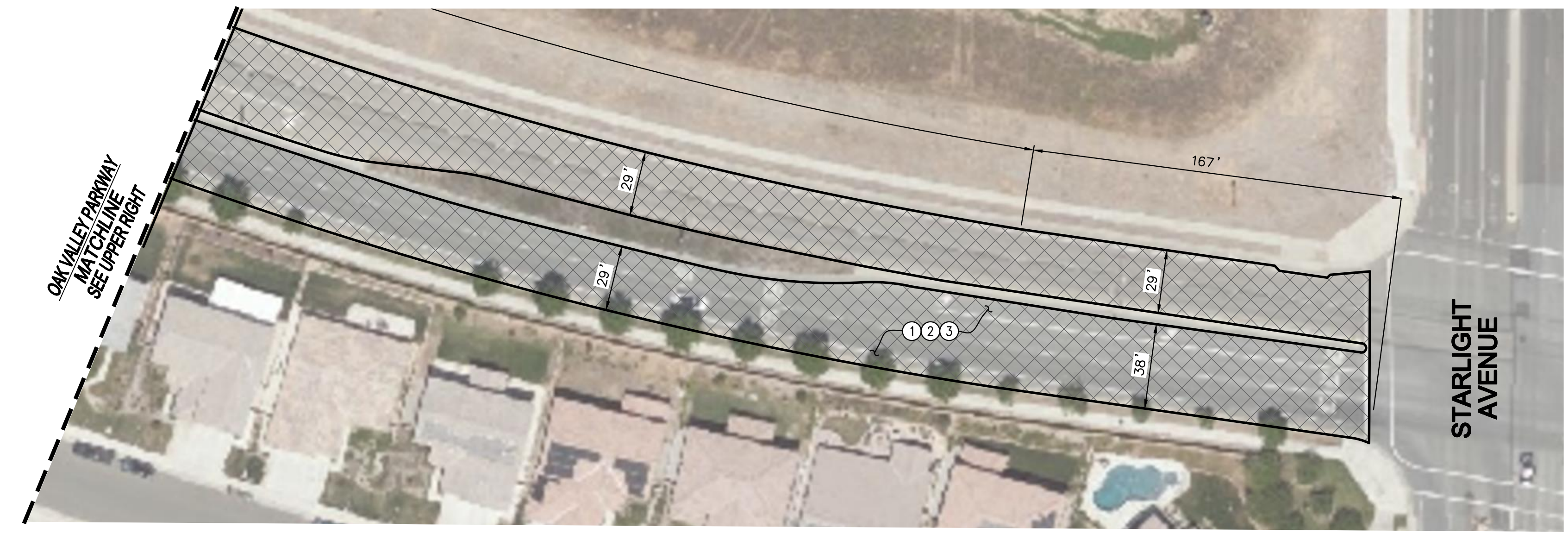
OAK VALLEY PARKWAY

QUANTITY INCLUDED ABOVE

NOTE: ALL PAVEMENT STRIPING AND LEGENDS SHALL BE RESTRIPTED TO ITS ORIGINAL CONDITIONS.

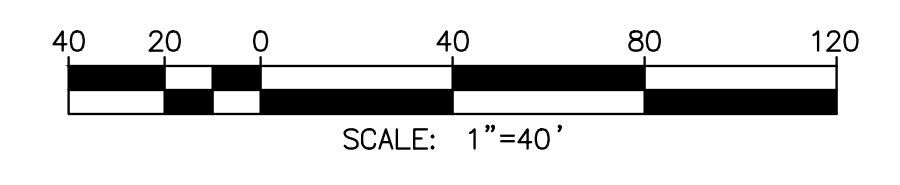
CONSTRUCTION NOTES

	UNIT	QUANTITY
1 APPLY SLURRY SEAL TO SURFACE PER GREENBOOK SPECIFICATIONS 302-4	SY	21,945
2 PRIOR TO SPREADING, THE SURFACE SHALL BE CLEAN AND PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER GREENBOOK SPECIFICATIONS 302-4.8.	PER PLAN	
3 CONTRACTOR SHALL PROTECT AND EXISTING MANHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION AND VERIFY IF ALL ARE FREE OF SLURRY SEAL AND OPERATIONAL AFTER SLURRY SEAL IS COMPLETE.	PER PLAN	



OAK VALLEY PARKWAY

QUANTITY INCLUDED ABOVE



"NOT FOR CONSTRUCTION"

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ENGINEER		REVISIONS		CITY

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MBAKERINTL.COM

Daniel Koravos
DANIEL KORAVOS
DATE: 01/13/2020
R.C.E. 36718 • EXP. 06/30/20

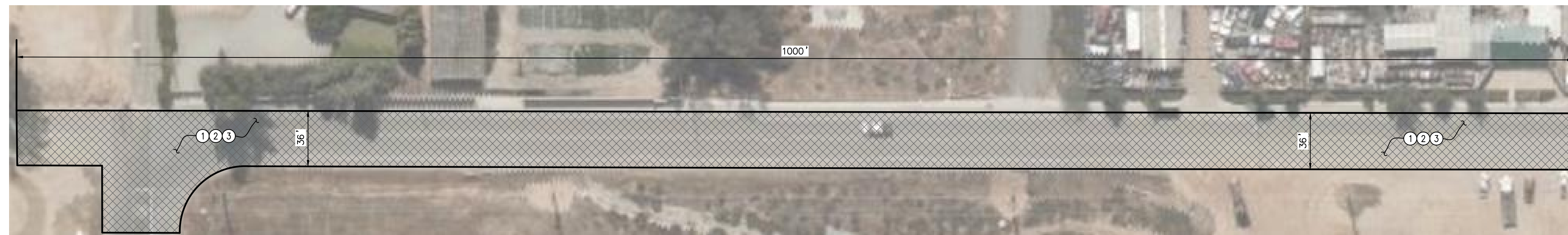
DESIGN BY: JZ
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CHECKED BY: RV
SCALE: AS NOTED
DATE: JULY 2019
JOB NUMBER: 173253

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: _____
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS
OAK VALLEY PARKWAY

FOR: CITY OF BEAUMONT, CALIFORNIA

SHEET
9
OF 15 SHEETS
FILE NO:



1ST STREET

VEILE AVENUE

8,328 S.Y.

NOTE: ALL PAVEMENT STRIPING AND LEGENDS SHALL BE RESTRIPTED TO ITS ORIGINAL CONDITIONS.

SCALE: 1"=40'



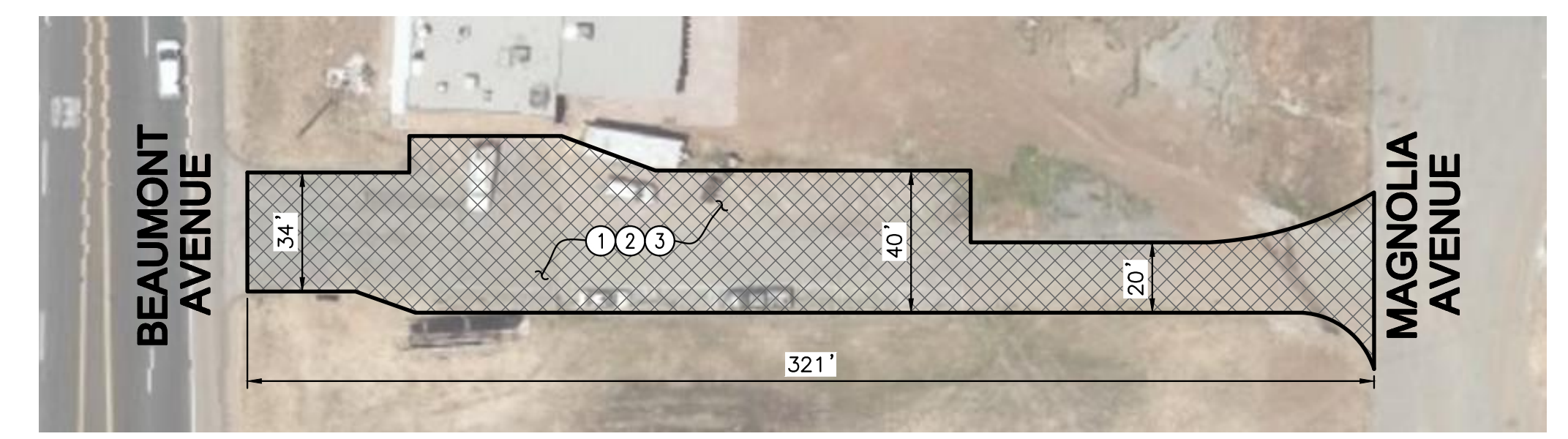
VEILE AVENUE MATCHLINE SEE UPPER RIGHT

4TH STREET

VEILE AVENUE

QUANTITY INCLUDED ABOVE

SCALE: 1"=40'



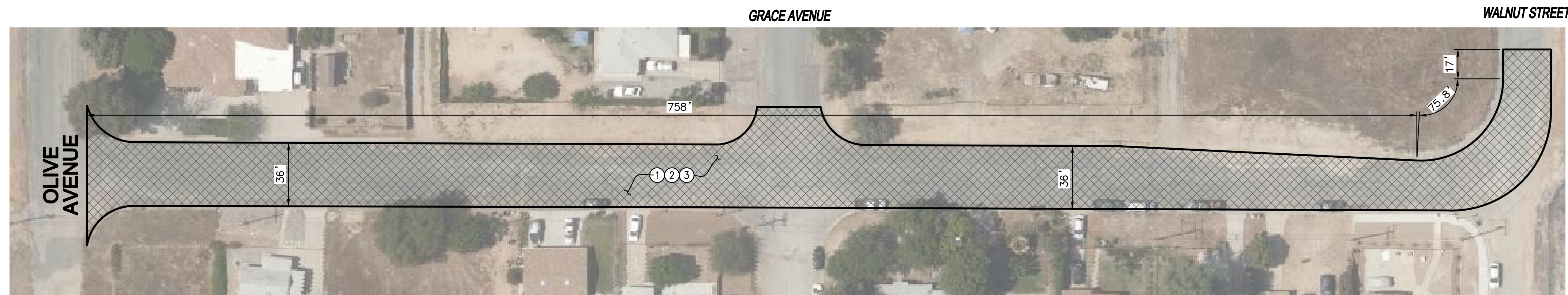
BEAUMONT AVENUE

MAGNOLIA AVENUE

2ND STREET

1,251 S.Y.

SCALE: 1"=40'



OLIVE AVENUE

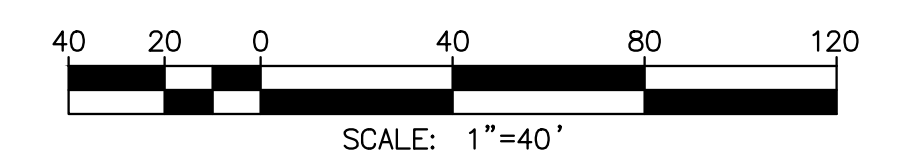
WALNUT STREET

3RD STREET

3,517 S.Y.

SCALE: 1"=40'

CONSTRUCTION NOTES		UNIT	QUANTITY
1	APPLY SLURRY SEAL TO SURFACE PER GREENBOOK SPECIFICATIONS 302-4	SY	13,096
2	PRIOR TO SPREADING, THE SURFACE SHALL BE CLEAN AND PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER GREENBOOK SPECIFICATIONS 302-4.8.	PER PLAN	
3	CONTRACTOR SHALL PROTECT EXISTING MANHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION.	PER PLAN	



"NOT FOR CONSTRUCTION"



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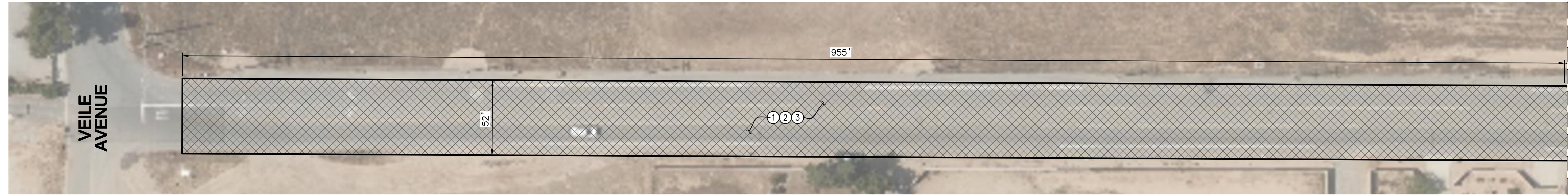
Daniel Koravos
 DANIEL KORAVOS
 DATE: 01/13/2020
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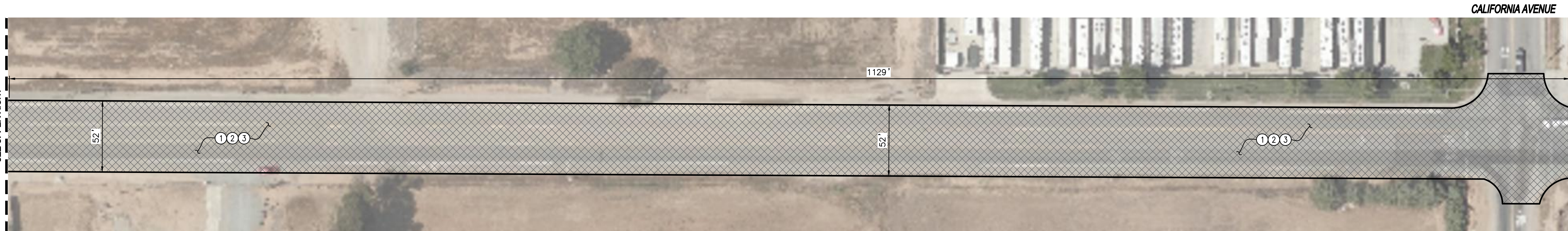
Reviewed By: _____ Date: _____
 Recommended for Approval By: _____ Date: _____
 Approved By: _____ Date: _____
 City of Beaumont, Public Works Department
 Engineering Division

CITY OF BEAUMONT, CALIFORNIA
 2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS
 VEILE AVENUE
 2ND STREET
 3RD STREET
 FOR: CITY OF BEAUMONT, CALIFORNIA

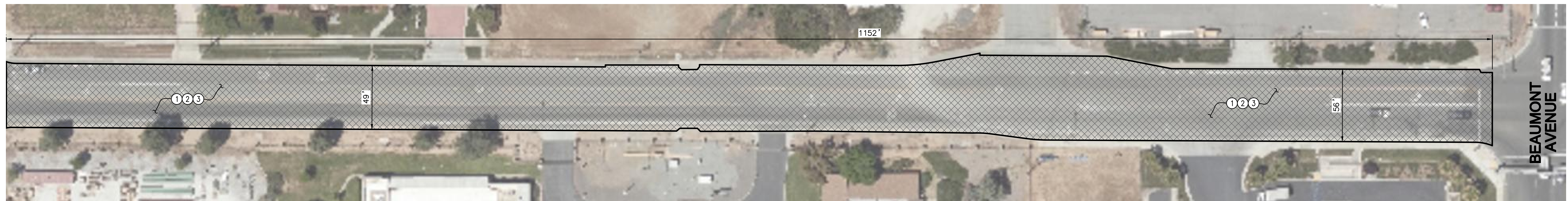
SHEET
10
 OF 15 SHEETS
 FILE NO.



1ST STREET
12,156 S.Y.



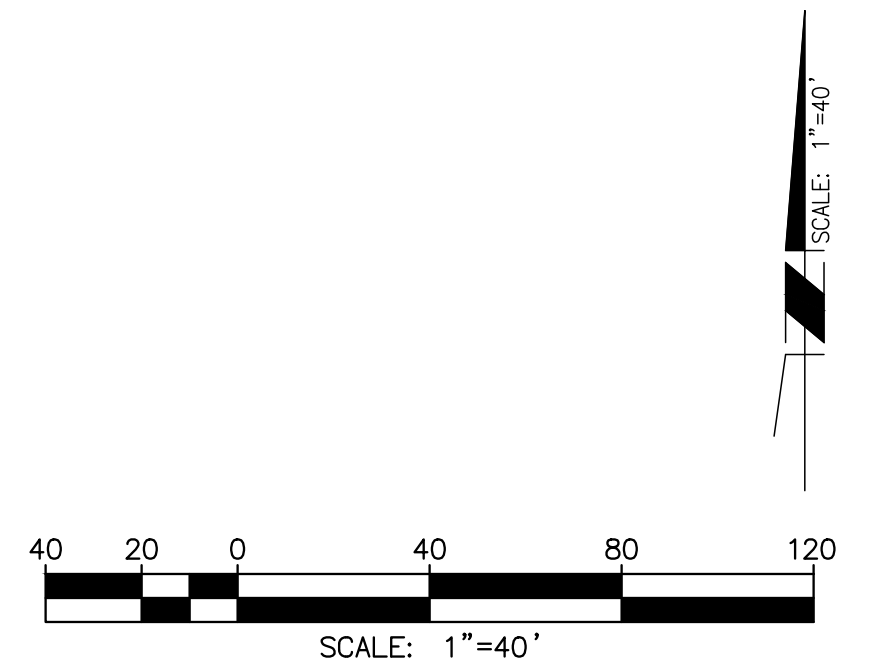
1ST STREET
QUANTITY INCLUDED ABOVE



1ST STREET
6,812 S.Y.

CONSTRUCTION NOTES	UNIT	QUANTITY
1 APPLY SLURRY SEAL TO SURFACE PER GREENBOOK SPECIFICATIONS 302-4	SY	18,968
2 PRIOR TO SPREADING, THE SURFACE SHALL BE CLEAN AND PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER GREENBOOK SPECIFICATIONS 302-4.B.	PER PLAN	
3 CONTRACTOR SHALL PROTECT AND EXISTING MANHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION AND VERIFY IF ALL ARE FREE OF SLURRY SEAL AND OPERATIONAL AFTER SLURRY SEAL IS COMPLETE	PER PLAN	

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"NOT FOR CONSTRUCTION"



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75-410 Gerald Ford Drive, Suite 100
Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM

Daniel Koravos
DANIEL KORAVOS
DATE: 01/13/2020
R.C.E. 36718 * EXP. 06/30/20

DESIGN BY: JZ
DRAWN BY: JZ
CHECKED BY: RV
SCALE: AS NOTED
DATE: JULY 2019
JOB NUMBER: 173253

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: _____
City Engineer
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS
1ST STREET
FOR: CITY OF BEAUMONT, CALIFORNIA

SHEET
11
OF 15 SHEETS
FILE NO.

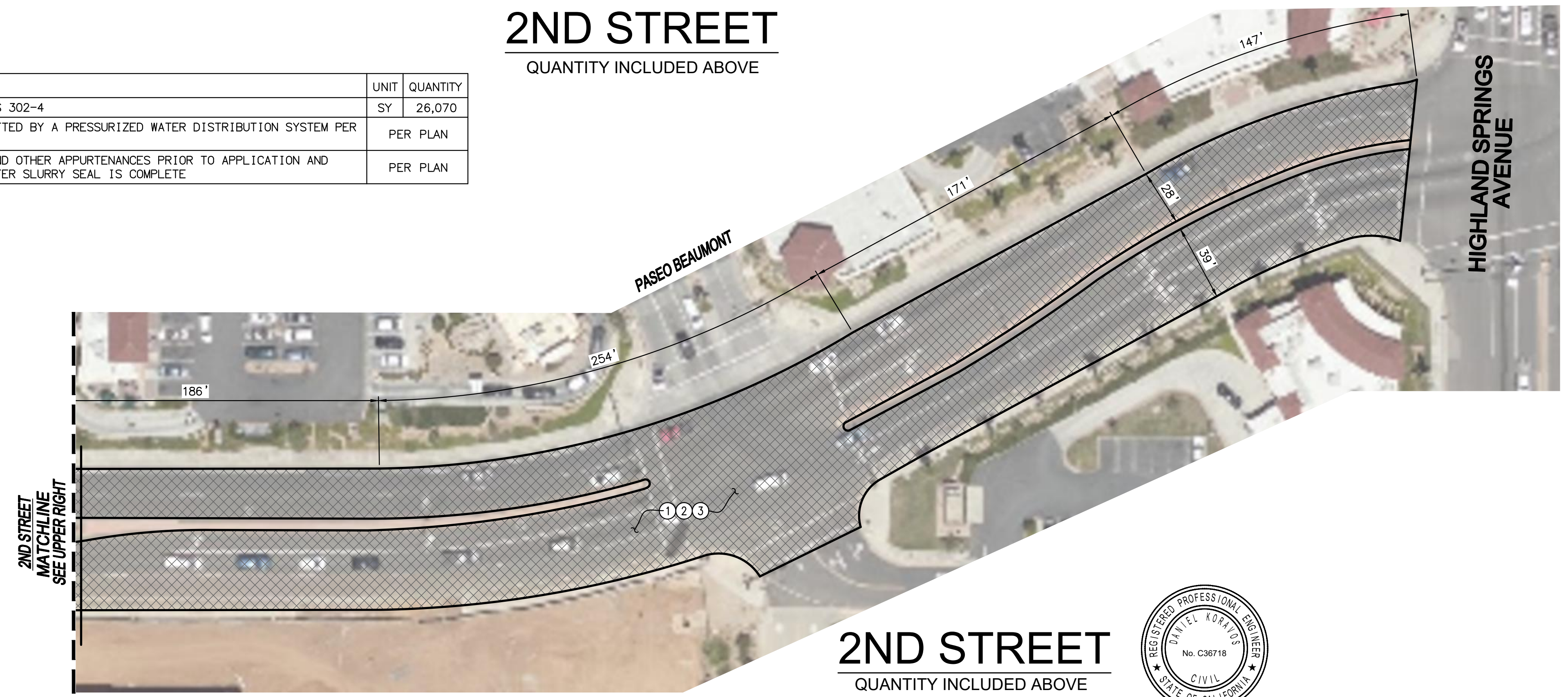


2ND STREET
26,070 S.Y.



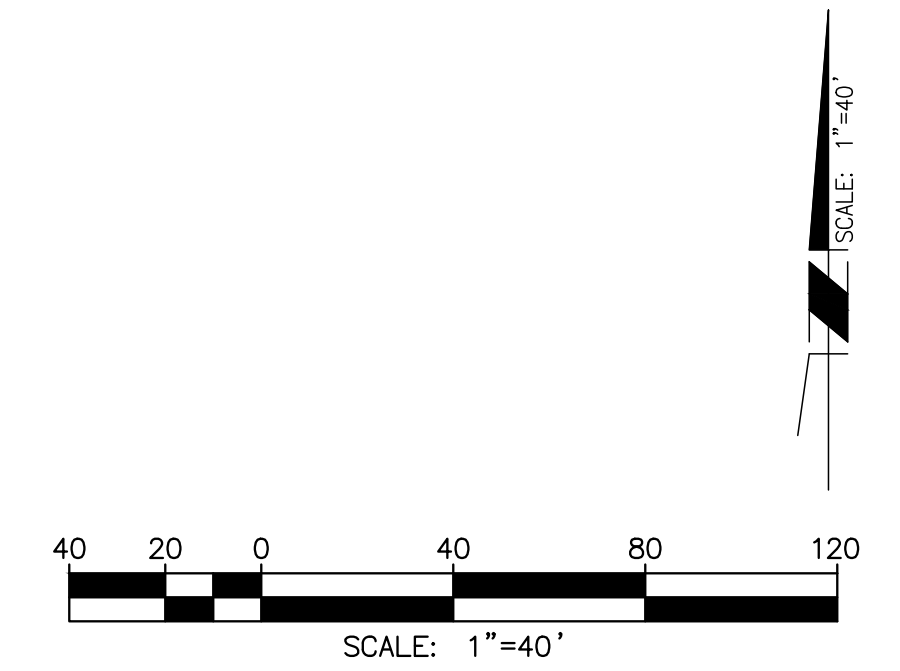
2ND STREET
QUANTITY INCLUDED ABOVE

CONSTRUCTION NOTES		UNIT	QUANTITY
1	APPLY SLURRY SEAL TO SURFACE PER GREENBOOK SPECIFICATIONS 302-4	SY	26,070
2	PRIOR TO SPREADING, THE SURFACE SHALL BE CLEAN AND PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER GREENBOOK SPECIFICATIONS 302-4.8.	PER PLAN	
3	CONTRACTOR SHALL PROTECT AND EXISTING MANHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION AND VERIFY IF ALL ARE FREE OF SLURRY SEAL AND OPERATIONAL AFTER SLURRY SEAL IS COMPLETE	PER PLAN	



2ND STREET
QUANTITY INCLUDED ABOVE

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Daniel Koravos
DANIEL KORAVOS
DATE: 01/13/2020
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SCALE: AS NOTED
DATE: JULY 2019
JOB NUMBER: 173253

Reviewed By: _____ Date: _____
Staff Engineer

Recommended for Approval By: _____ Date: _____

Approved By: _____ Date: _____
City Engineer

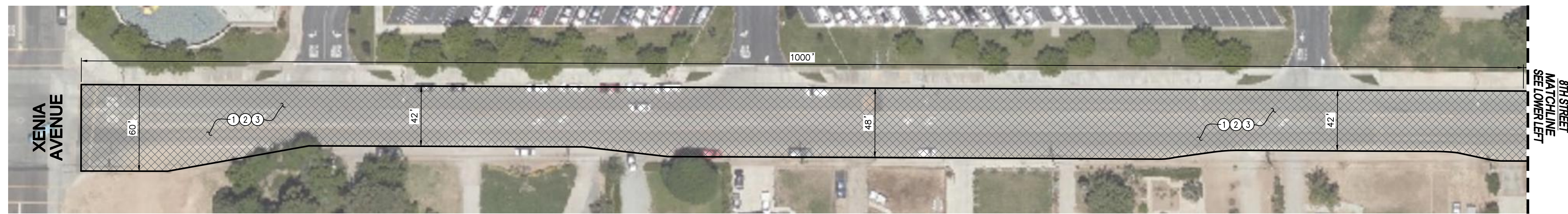
City of Beaumont, Public Works Department
Engineering Division

550 E. 6TH STREET
BEAUMONT, CA 92223
TEL (951) 769-8520 * FAX (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS
2ND STREET

FOR: CITY OF BEAUMONT, CALIFORNIA

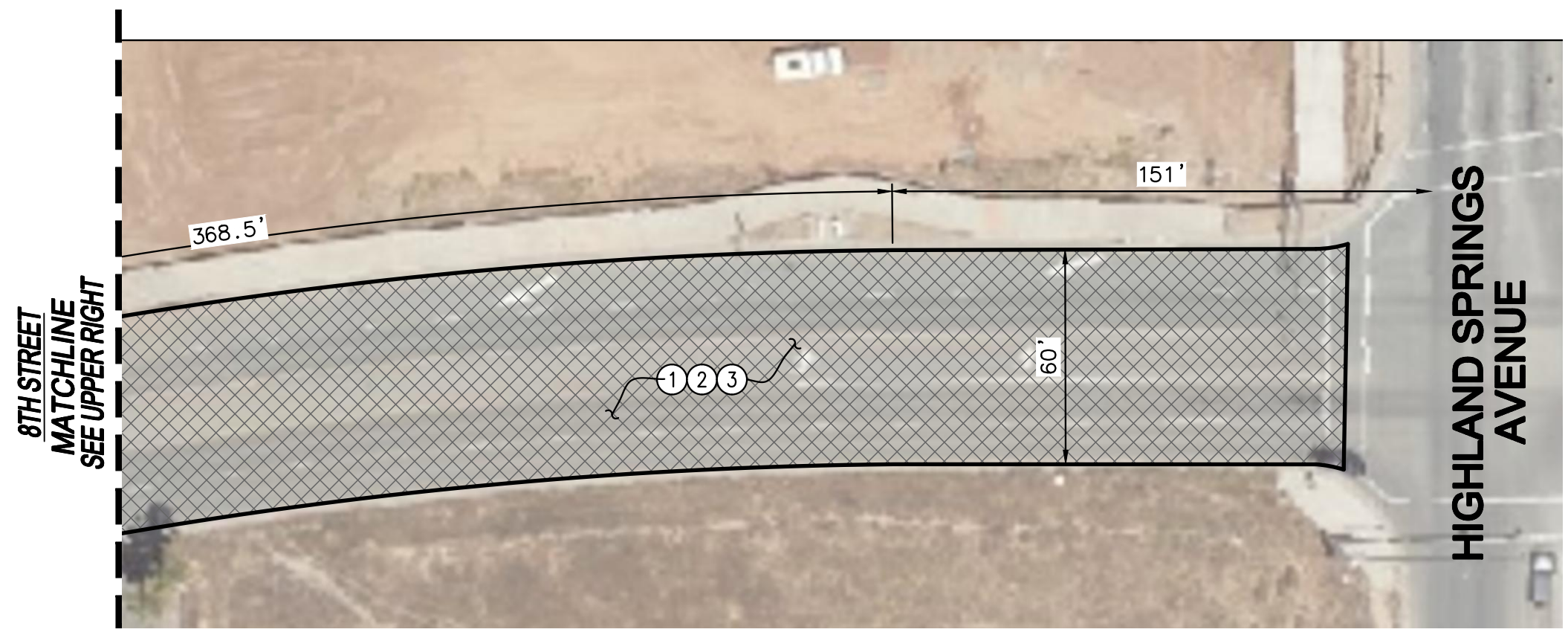
SHEET
12
OF 15 SHEETS
FILE NO.



8TH STREET
13,875 S.Y.



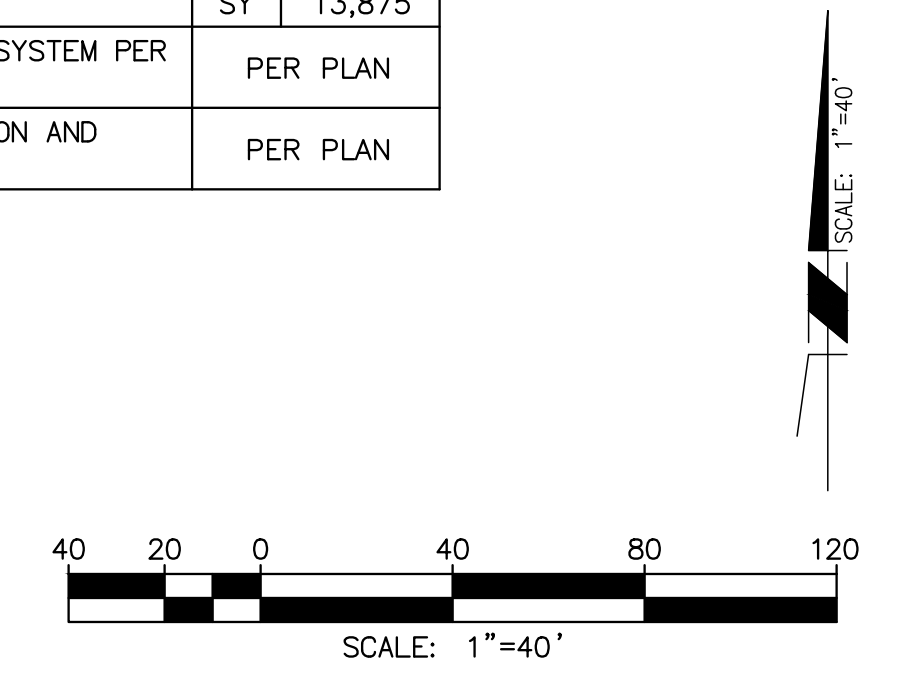
8TH STREET
QUANTITY INCLUDED ABOVE



8TH STREET
QUANTITY INCLUDED ABOVE

NOTE: ALL PAVEMENT STRIPING AND LEGENDS SHALL BE RESTRIPED TO ITS ORIGINAL CONDITIONS.

CONSTRUCTION NOTES		UNIT	QUANTITY
1	APPLY SLURRY SEAL TO SURFACE PER GREENBOOK SPECIFICATIONS 302-4	SY	13,875
2	PRIOR TO SPREADING, THE SURFACE SHALL BE CLEAN AND PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER GREENBOOK SPECIFICATIONS 302-4.8.	PER PLAN	
3	CONTRACTOR SHALL PROTECT AND EXISTING MANHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION AND VERIFY IF ALL ARE FREE OF SLURRY SEAL AND OPERATIONAL AFTER SLURRY SEAL IS COMPLETE	PER PLAN	



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ENGINEER		REVISIONS		CITY

Michael Baker INTERNATIONAL
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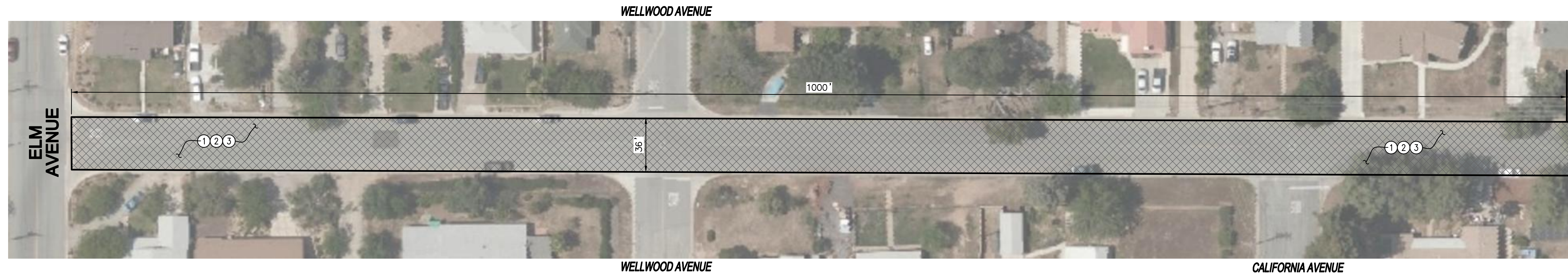
Daniel Koravos
DANIEL KORAVOS
DATE: 01/13/2020
R.C.E. 36718 • EXP. 06/30/20

DESIGN BY: JZ
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CHECKED BY: RV
SCALE: AS NOTED
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JOB NUMBER: 173253

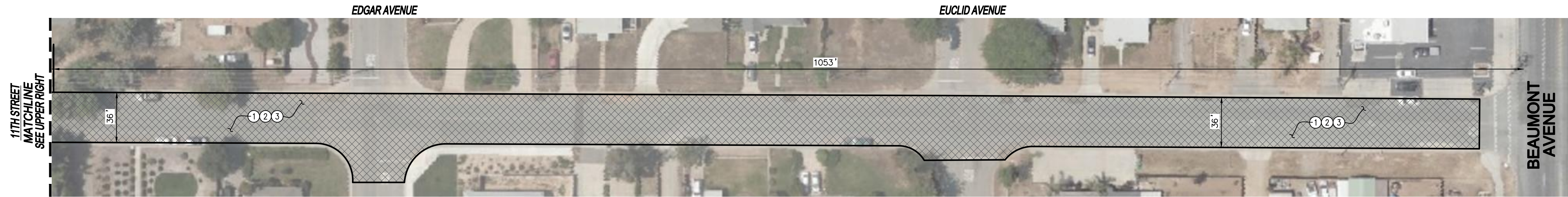
Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: _____
City Engineer
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS
8TH STREET
FOR: CITY OF BEAUMONT, CALIFORNIA

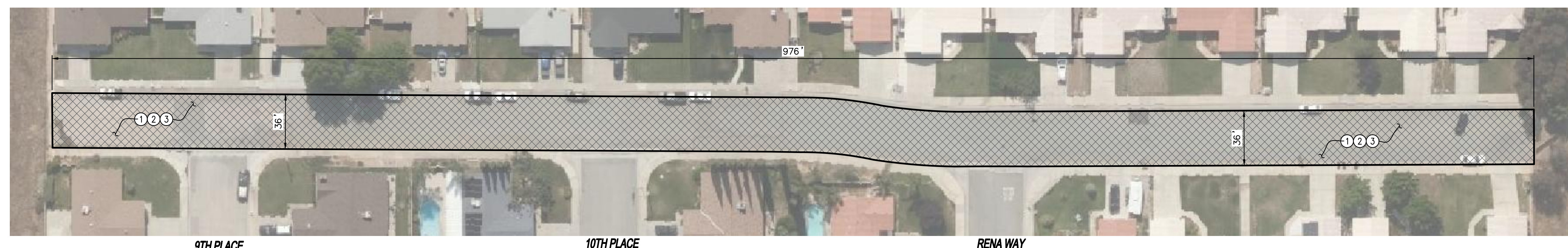
SHEET
13
OF 15 SHEETS
FILE NO:



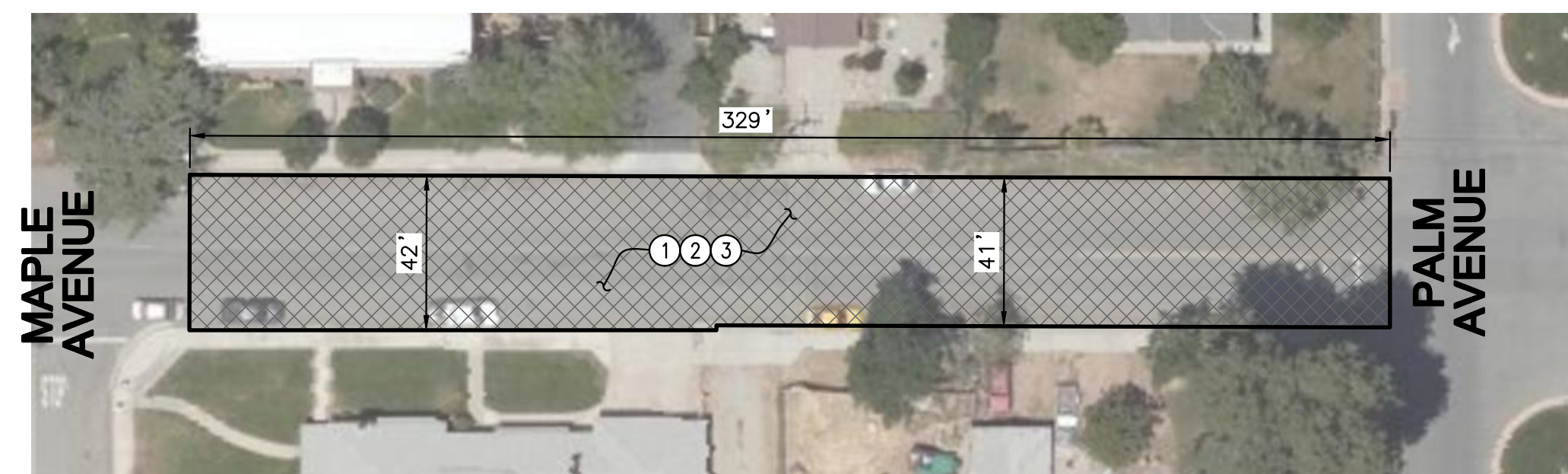
11TH STREET
8,271 S.Y.



11TH STREET
QUANTITY INCLUDED ABOVE



OLIVE AVENUE
3,902 S.Y.

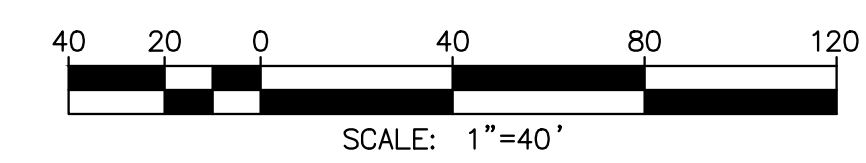


11TH STREET
1,512 S.Y.

CONSTRUCTION NOTES

① APPLY SLURRY SEAL TO SURFACE PER GREENBOOK SPECIFICATIONS 302-4	UNIT	QUANTITY
② PRIOR TO SPREADING, THE SURFACE SHALL BE CLEAN AND PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER GREENBOOK SPECIFICATIONS 302-4.8.	SY	13,685
③ CONTRACTOR SHALL PROTECT AND EXISTING MANHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION AND VERIFY IF ALL ARE FREE OF SLURRY SEAL AND OPERATIONAL AFTER SLURRY SEAL IS COMPLETE.	PER PLAN	
	PER PLAN	

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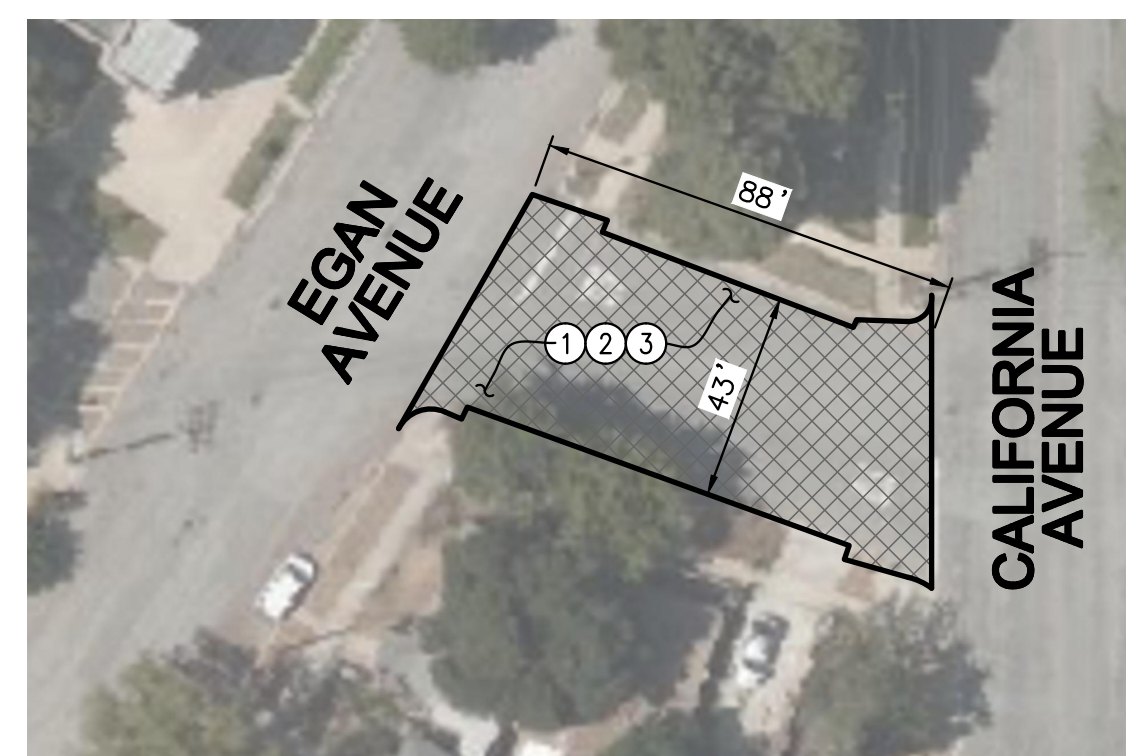
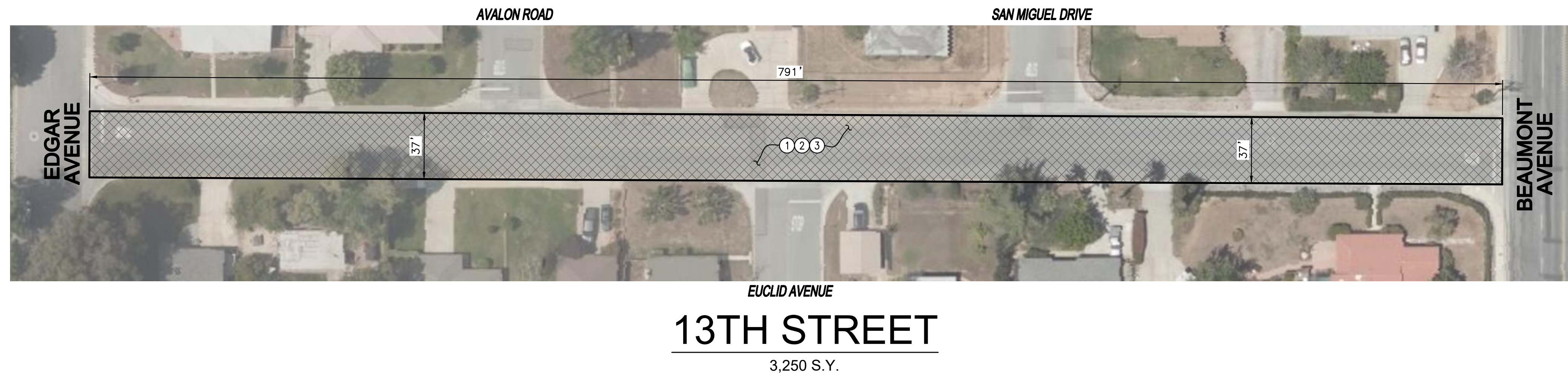
Michael Baker INTERNATIONAL
75-410 Gerald Ford Drive, Suite 100
Palm Desert, CA 92211
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Daniel Koravos
DANIEL KORAVOS
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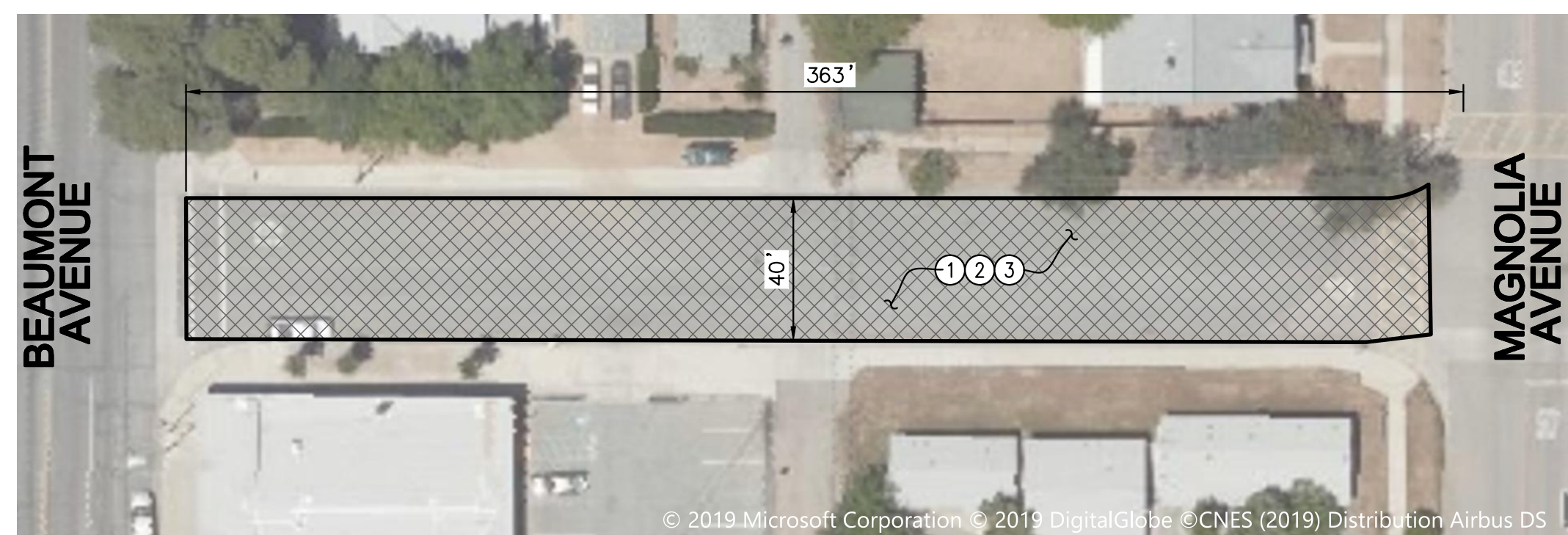
DESIGN BY: JZ	Reviewed By: _____ Date: _____
DRAWN BY: JZ	Staff Engineer
CHECKED BY: RV	Recommended for Approval By: _____ Date: _____
SCALE: AS NOTED	Approved By: _____ Date: _____
DATE: JULY 2019	City Engineer
JOB NUMBER: 173253	City of Beaumont, Public Works Department Engineering Division

CITY OF BEAUMONT, CALIFORNIA
2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS
11TH STREET
OLIVE AVENUE
FOR: CITY OF BEAUMONT, CALIFORNIA

SHEET
14
OF 15 SHEETS
FILE NO.



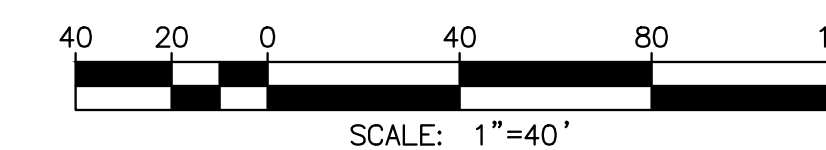
7TH STREET



7TH STREET
1,587 S.Y.

CONSTRUCTION NOTES		UNIT	QUANTITY
1	APPLY SLURRY SEAL TO SURFACE PER GREENBOOK SPECIFICATIONS 302-4	SY	10,949
2	PRIOR TO SPREADING, THE SURFACE SHALL BE CLEAN AND PREWETTED BY A PRESSURIZED WATER DISTRIBUTION SYSTEM PER GREENBOOK SPECIFICATIONS 302-4.8.	PER PLAN	
3	CONTRACTOR SHALL PROTECT AND EXISTING MANHOLES, VALVES AND OTHER APPURTENANCES PRIOR TO APPLICATION AND VERIFY IF ALL ARE FREE OF SLURRY SEAL AND OPERATIONAL AFTER SLURRY SEAL IS COMPLETE	PER PLAN	

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Staff Engineer

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City Engineer

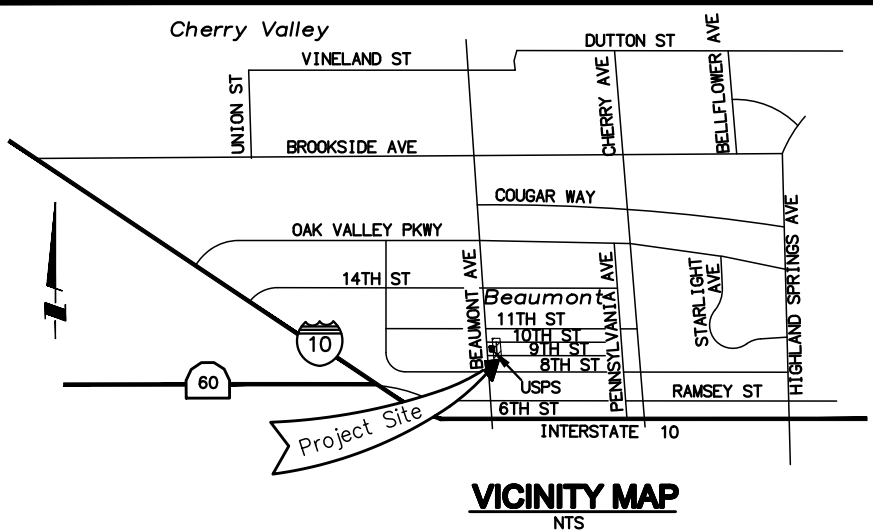
City of Beaumont, Public Works Department
Engineering Division

550 E. 6TH STREET
BEAUMONT, CA 92223
TEL (951) 769-8520 * FAX (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
2018-001 ANNUAL SLURRY SEAL IMPROVEMENT PLANS
13TH STREET
7TH STREET
FOR: CITY OF BEAUMONT, CALIFORNIA

SHEET
15
OF 15 SHEETS
FILE NO.

CITY OF BEAUMONT, CALIFORNIA Street Improvement Plans ALLEY WAY REHABILITATION (9TH STREET TO 10TH STREET), EAST OF BEAUMONT AVENUE



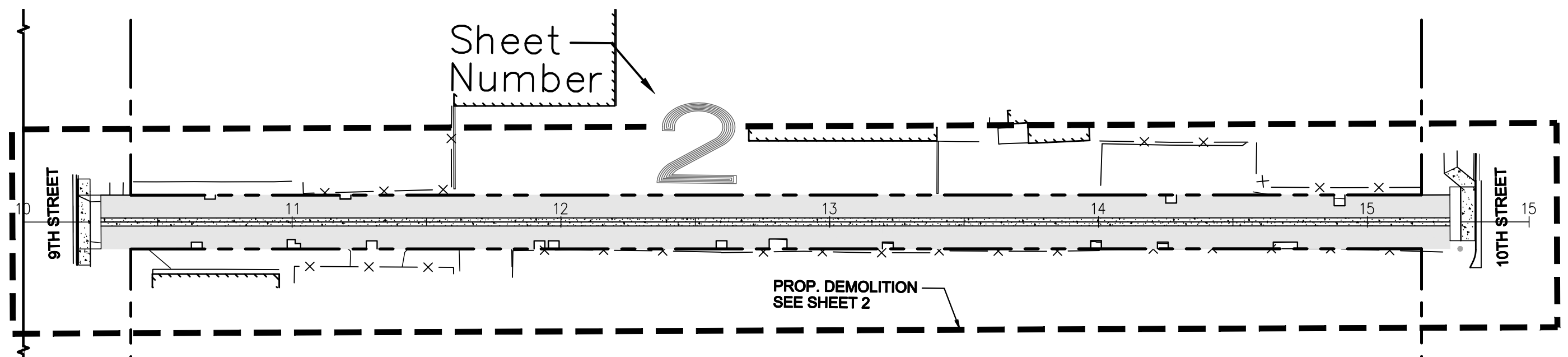
GENERAL NOTES

- THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS.
- APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE, RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN NON-COMFORMANCE IS DISCOVERED.
- CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER-OF-WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
- A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF \$1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BEST'S" KEY RATING GUIDE.
- NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
- REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.
- NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET.
- ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
- THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY.
- ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
- WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
 - SUMMARY SHEET
 - LABORATORY WORK SHEETS
 - COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS. THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD TESTS.
- A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING THE MEETING.
- ALL INSPECTION REQUESTS SCHEDULING THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
- THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
- THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION.
- IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
- ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 6:00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED.
- ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
- NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT.
- THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
- THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
- THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE.

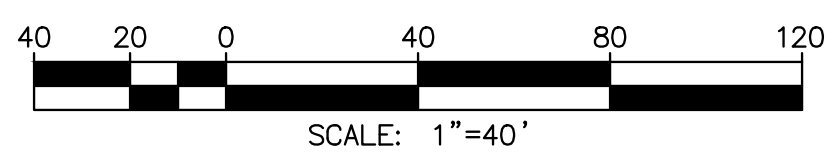
UNDERGROUND SERVICE ALERT	(800) 422-4133
SOUTHERN CALIFORNIA EDISON	(800) 409-2365
AT&T	(800) 892-0123
TIME WARNER CABLE	(760) 340-2225
COX COMMUNICATIONS	(888) 423-3913
- IN ACCORDANCE WITH THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.

NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.	BASIS OF BEARINGS: <i>DESCRIPTION:</i> 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
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	BENCHMARK: CITY OF BEAUMONT NO. 07.A.82 <i>DESCRIPTION:</i> 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 (ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.)			
BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	



SHEET INDEX



LEGEND

- EXISTING MAJOR CONTOUR --- (100) ---
- EXISTING MINOR CONTOUR --- (99) ---
- PROPOSED MAJOR CONTOUR --- 100 ---
- PROPOSED MINOR CONTOUR --- 99 ---
- EXISTING CURB & GUTTER --- ---
- PROPOSED AC PAVEMENT [Pattern]
- AC PAVEMENT REMOVAL [Pattern]
- SAWCUT [Pattern]

ABBREVIATIONS

- AC --- ASPHALT CONCRETE
- APN --- ASSESSOR'S PARCEL NUMBER
- BC --- BEGINNING OF CURVE
- BCR --- BEGIN CURB RETURN
- BNDY --- BOUNDARY
- BP --- BEGIN OF PAVEMENT
- BVC --- BEGIN VERTICAL CURVE
- B/W --- BACK OF SIDEWALK
- CF --- CURB FACE
- CL --- CENTERLINE
- CONC --- CONCRETE
- DW --- DOMESTIC WATER
- DWY --- DRIVEWAY
- EC --- END OF CURVE
- ECR --- END CURB RETURN
- EG --- EXISTING GRADE
- EP --- EDGE OF PAVEMENT
- ETC --- END VERTICAL CURVE
- FG --- FINISHED GRADE
- FL --- FLOW LINE
- FS --- FINISHED SURFACE
- GB --- GRADE BREAK
- GL --- GRADE LINE
- HR --- HEADER
- HP --- HIGH POINT
- LP --- LOW POINT
- LS --- LANDSCAPE AREA
- MVC --- MIDDLE OF VERTICAL CURVE
- LOC --- LENGTH ON CURB
- NG --- NATURAL GROUND
- P --- PROPERTY LINE
- PCC --- POINT OF COMPOUND CURVE
- PCC --- PORTLAND CEMENT CONCRETE
- PI --- POINT OF INTERSECTION
- PIG --- POINT OF INTER. GUTTER
- PRC --- POINT OF REVERSE CURVE
- PP --- POWER POLE
- PVI --- POINT OF VERT. INTERSECTION
- PVMT --- PAVEMENT
- RP --- RADIUS POINT
- RW --- RECLAIMED WATER
- R/W --- RIGHT-OF-WAY
- ST --- STREET
- STC --- STRUCTURE
- STD --- STANDARD
- S/W --- SIDEWALK
- SNR --- SEWER
- TC --- TOP OF CURB
- TEL --- TELEPHONE BOX
- WV --- WATER VALVE
- VC --- VERTICAL CURVE
- VL --- VAULT
- WM --- WATER METER

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR:

- 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 REQUIRED 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.
- CONTRACTOR TO VERIFY TIE-IN FLOW LINES AND/OR INVERT ELEVATIONS PRIOR TO BEGINNING OF ANY CONSTRUCTION AND SHALL NOTIFY OWNER/ENGINEER OF ANY DISCREPANCIES.

INDEX OF SHEETS	
SHEET	DESCRIPTION
1	TITLE SHEET
2	DEMOLITION PLAN & STREET PLAN

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 DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

FIRM: MICHAEL BAKER INTERNATIONAL
 ADDRESS: 75410 GERALD FORD DRIVE, SUITE 100
 CITY, ST.: PALM DESERT, CA
 TELEPHONE: 760-346-7481
 BY: DANIEL KORAVOS, RCE 36718 DATE: _____
 (NAME OF ENGINEER & RCE)

WORK TO BE DONE:

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. DOMESTIC AND RECLAIMED WATER: THE CHERRY VALLEY MUNICIPAL WATER DISTRICT STANDARDS FOR DOMESTIC AND RECLAIMED WATER FACILITIES.
ALL OTHER PUBLIC WORKS: THE MOST CURRENT VERSION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).
- THIS SET OF PLANS.
- SOILS REPORT AND RECOMMENDATIONS BY SLADDEN ENGINEERING, PROJECT NO. 644-19031, DATED 8-26-19.
- CALIFORNIA STORM WATER QUALITY ASSOCIATION BMP CONSTRUCTION HANDBOOK AND CALTRANS CONSTRUCTION SITE BMP MANUAL.

STREET NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. THIS INCLUDES UNDERGROUNDING OF EXISTING OVERHEAD LINES ALONG THE PROJECT FRONTAGE AS REQUIRED BY THE CONDITIONS OF APPROVAL. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, GREENBOOK, LATEST EDITION AND THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS.
- ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWINGS: SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED WITH APPROVED STREET PLAN FOR REVIEW TO THE PERMITS SECTION OR INSPECTION SECTION (FOR MAP CASES) PRIOR TO OBTAINING AN ENCROACHMENT PERMIT.
- ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES ARE IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPT.
- THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816.
- ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE R.C.T.D. STANDARD NO. 401 IF EXPANSIVE SOILS ARE ENCOUNTERED.
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461. IF CONSTRUCTION CENTERLINE DIFFERS, PROVIDE A TIE TO EXISTING CENTERLINE OF RIGHT-OF-WAY. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS INCLUDING CENTERLINE MONUMENTS, TIE POINTS, PROPERTY CORNERS AND BENCH MARKS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR PURSUANT TO SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE IMPROVEMENTS.
- ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTIONS 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.
- PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN PERCENT.
- CONSTRUCTION PROJECTS DISTURBING MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES PERMIT) OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
- IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO APPLY TO THE RIVERSIDE COUNTY FLOOD CONTROL (RFCF) FOR PERMITS WHEN ANY STORM DRAIN PIPE NEEDS TO BE CONNECTED WITH A RFCF FACILITY AND ADD PERMITTEE # _____ ON THE PLAN.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE RIGHT-OF-WAY.
- CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARDS NO. 206 AND/OR 207, AS DIRECTED IN THE FIELD.
- STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING SPECIFICATIONS.
- FOR ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION.
- INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE 461 AND THE COMPREHENSIVE LANDSCAPING GUIDELINES (CHOOSE THREE SPECIES AND NAME THEM HERE).
- THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, & SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS & ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS & GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED & CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

CONSTRUCTION NOTES

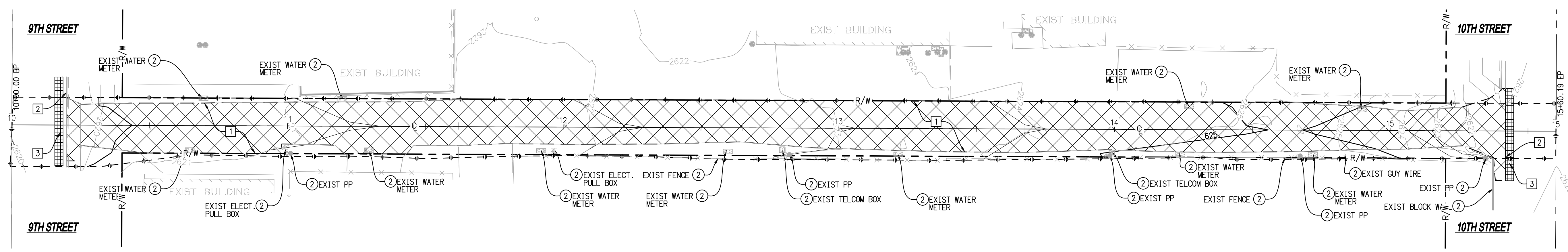
	UNIT	QUANTITY
1 CONSTRUCT 5.0" OVER 7.5" CLASS II AGGREGATE BASE.	SF	5,600
2 PROTECT IN PLACE EXISTING SPECIFIED ITEM.		PER PLAN
3 CONSTRUCT 3' WIDE RIBBON GUTTER PER DETAIL SHOWN ON SHEET 2.	SF	1,527
4 CONSTRUCT ALLEY APRON PER RIVERSIDE COUNTY STD. NO. 500.	EA	2

DEMOLITION NOTES

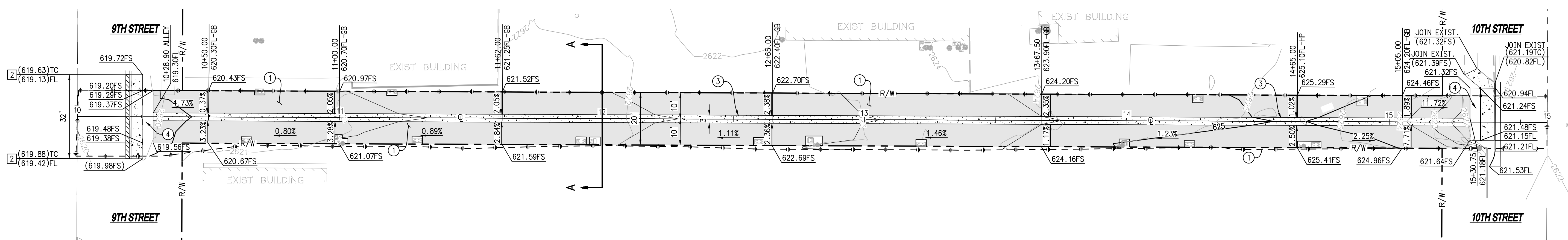
	UNIT	QUANTITY
1 SAWCUT AND REMOVE EXISTING AC PAVEMENT AND BASE.	SF	9,040
2 REMOVE EXISTING CURB AND GUTTER FROM EXISTING JOINT TO EXISTING JOINT NO SAWCUTTING PERMITTED	LF	120
3 SAWCUT AND REMOVE EXISTING AC PAVEMENT (2" MIN.) AND "T-GRIND" (1" MIN.) EXISTING AC PAVEMENT PER DETAIL ON SHEET 2	SF	360

 Call 2 Working Days Before You Dig! 811	BENCHMARK: CITY OF BEAUMONT NO. 07.A.82 <i>DESCRIPTION:</i> 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 (ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.)	 75410 Gerald Ford Dr. Ste. 100 Palm Desert, CA 92211 Phone: (760) 346-7481 MBAKERINTL.COM DANIEL KORAVOS R.C.E. 36718 * EXP. 06/30/20	 DESIGN BY: JZ DRAWN BY: JZ CHECKED BY: RV SCALE: AS NOTED DATE: OCTOBER 2019 JOB NUMBER: 173252	 Reviewed By: _____ Date: _____ Recommended for Approval By: Administrative Engineer Date: _____ Approved By: Director of Public Works, R.C.E. 69932 Date: _____	CITY OF BEAUMONT, CALIFORNIA STREET IMPROVEMENT PLAN ALLEY WAY REHABILITATION (9TH STREET TO 10TH STREET) TITLE SHEET	SHEET 1 OF 2 SHEETS FILE NO:

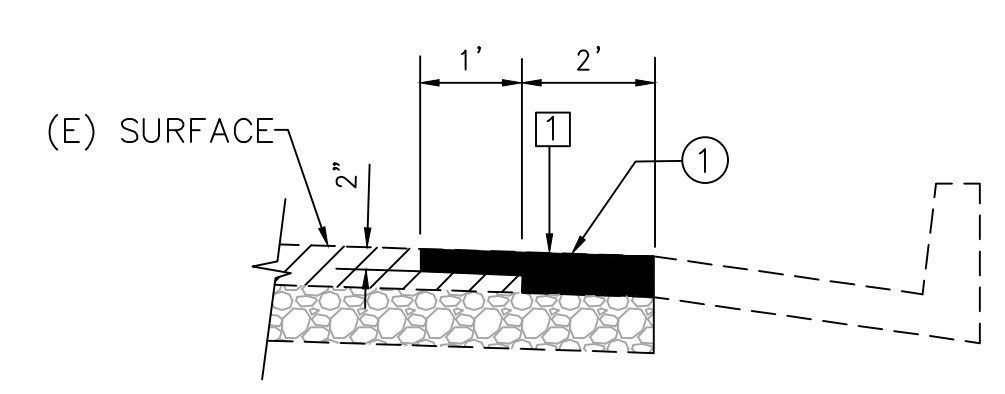
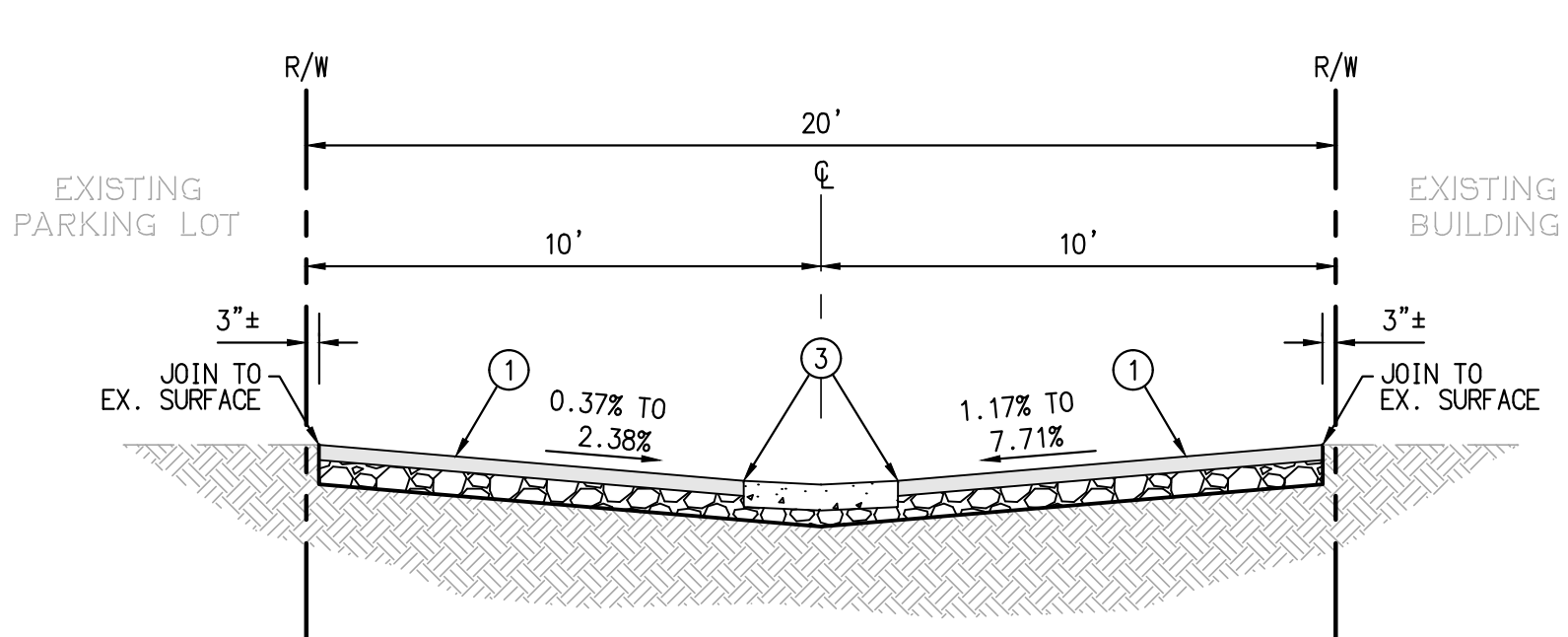
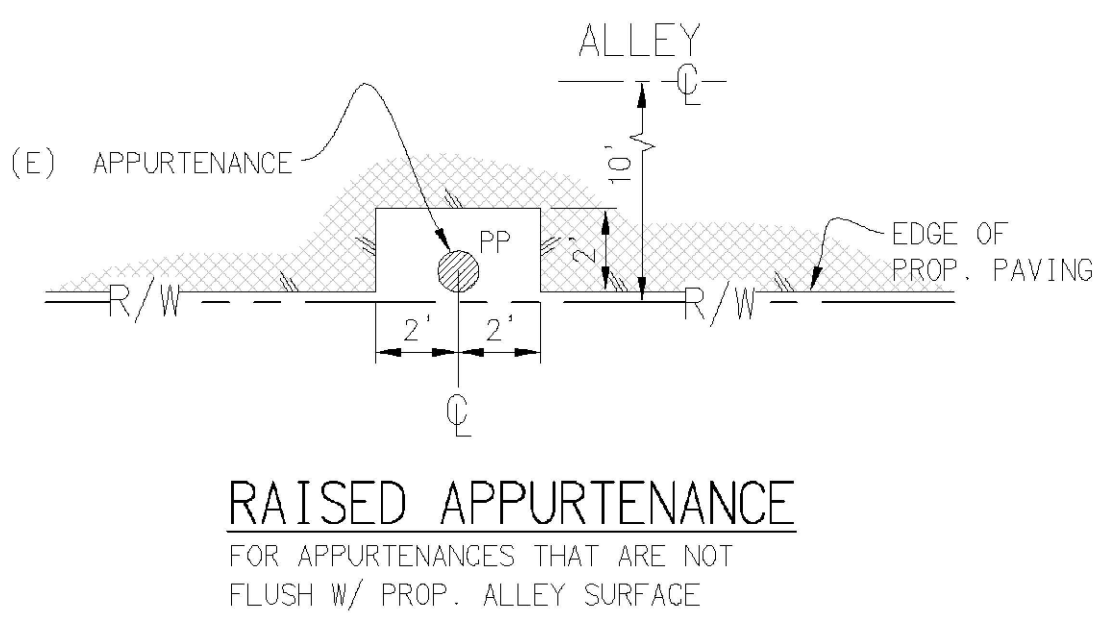
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ALLEY WAY (DEMOLITION) (PUBLIC)

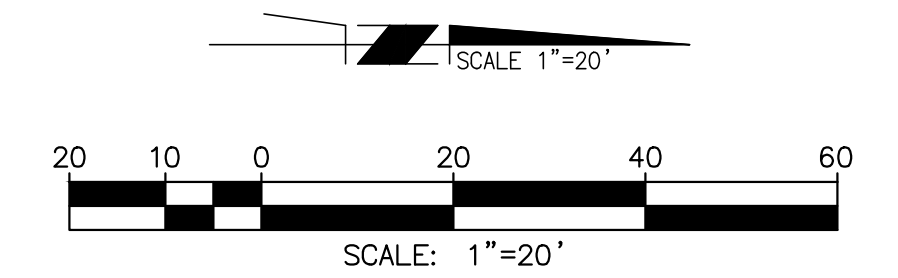


ALLEY WAY (PUBLIC)



- DEMOLITION NOTES**
- SAWCUT AND REMOVE EXISTING AC PAVEMENT AND BASE.
 - REMOVE EXISTING CURB AND GUTTER FROM EXISTING JOINT TO EXISTING JOINT. NO SAWCUTTING PERMITTED.
 - SAWCUT AND REMOVE EXISTING AC PAVEMENT (2' MIN.) AND "T-GRIND" (1' MIN.) EXISTING AC PAVEMENT PER DETAIL ON SHEET 2.

- CONSTRUCTION NOTES**
- CONSTRUCT 5.0" OVER 7.5" CLASS II AGGREGATE BASE.
 - PROTECT IN PLACE EXISTING SPECIFIED ITEM.
 - CONSTRUCT 3' WIDE RIBBON GUTTER PER DETAIL SHOWN ON SHEET 2.
 - CONSTRUCT ALLEY APRON PER RIVERSIDE COUNTY STD. NO. 500.



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

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.
ELEV. = 2678.277 (1982), NGVD 29
(ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.)

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

Daniel Koravos
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA
No. C36718
CIVIL

DESIGN BY: JZ
DRAWN BY: JZ
CHECKED BY: RV
SCALE: AS NOTED
DATE: OCTOBER 2019
JOB NUMBER: 173252

BY: [] MARK: [] DESCRIPTION: [] APPR. DATE: [] CITY: []

ENGINEER: DANIEL KORAVOS
REVISIONS: []
CITY: []

CITY OF BEAUMONT
CALIFORNIA
INC. NOV. 19, 1972

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: _____
Director of Public Works, R.C.E. 50932

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

550E 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8520

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN
ALLEY WAY REHABILITATION
(9TH STREET TO 10TH STREET)
STA. 10+00.00 TO STA. 15+60.19
DEMOLITION AND STREET PLAN

SHEET
2
OF 2 SHEETS
FILE NO:

CITY OF BEAUMONT

ADDENDUM NO. 1

TO THE BIDDING DOCUMENTS, CONTRACT, PLANS AND SPECIFICATIONS FOR

19/20 STREET CIP PROGRAM

CIP 2018-004 & CIP 2019-002 BEAUMONT AVENUE STREET REHABILITATION PROJECT

CIP 2018-003 ALLEYWAY REHABILITATION PROGRAM

CIP 2018-001 & CIP 2019-001 ANNUAL SLURRY SEAL PROJECT

Bidders are advised that the plans and specifications for the above referenced contract are hereby amended in the following manner and the following manner only:

1. Specifications- Sheets 7 & 11 shall be replaced by the attached sheets to correct project name and working days.
 - a. Project name is 19/20 Street CIP Program
 - b. Contract time is 90 working days
2. Specifications- Sheets 12 through 21, and technical provisions for project I & II shall be replaced by the attached sheets to support the change from 5" RHMA to 3" conventional paving with a 2" RHMA cap.
3. Project I Alternative Bid Item X was revised to reflect "Section 30-2".

Dated: January 28, 2020

By:



Robert L. Vestal, Principal Engineer

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.

CITY OF BEAUMONT

ADDENDUM NO. 2

TO THE BIDDING DOCUMENTS, CONTRACT, PLANS AND SPECIFICATIONS FOR

19/20 STREET CIP PROGRAM

CIP 2018-004 & CIP 2019-002 BEAUMONT AVENUE STREET REHABILITATION PROJECT

CIP 2018-003 ALLEYWAY REHABILITATION PROGRAM

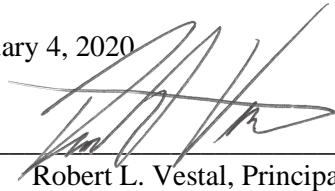
CIP 2018-001 & CIP 2019-001 ANNUAL SLURRY SEAL PROJECT

Bidders are advised that the plans and specifications for the above referenced contract are hereby amended in the following manner and the following manner only:

1. Specifications- Sheets 12 through 21- replaced XX on Alley project with values for ac pavement.
2. Specifications- Sheets 12 through 21- revised “Remove Asphalt Concrete surfacing” to “Remove Asphalt Concrete surfacing to subgrade”.
3. Alley Plans- added sidewalk connection at 9th street
4. Included design soils report (for reference only)

Dated: February 4, 2020

By: _____



Robert L. Vestal, Principal Engineer

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.

CITY OF BEAUMONT

ADDENDUM NO. 3

TO THE BIDDING DOCUMENTS, CONTRACT, PLANS AND SPECIFICATIONS FOR

19/20 STREET CIP PROGRAM

CIP 2018-004 & CIP 2019-002 BEAUMONT AVENUE STREET REHABILITATION PROJECT

CIP 2018-003 ALLEYWAY REHABILITATION PROGRAM

CIP 2018-001 & CIP 2019-001 ANNUAL SLURRY SEAL PROJECT

Bidders are advised that the plans and specifications for the above referenced contract are hereby amended in the following manner and the following manner only:

1. Specifications- Sheet 25, Bid Bond: corrected project name. Bid Bod is for entire program
 - a. Project name is 19/20 Street CIP Program

Dated: February 11, 2020

By: _____


Robert L. Westal, Principal Engineer

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 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 **19/20 Street CIP Program**.

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 _____



Staff Report

TO: Mayor, and City Council Members
FROM: Jeff Mohlenkamp, Finance Director
DATE: March 3, 2020
SUBJECT: **Review of FY 2019 Audited Financial Statements**

Background and Analysis:

On an annual basis the City is required to have an independent audit of its internal controls and financial statements. The audit for FY 2019, is complete and the financial statements are included as Attachment A for City Council review.

The audit provides for an unmodified (“clean”) opinion, which means that the financial statements present fairly, in all material respects, the financial position of the City. The audit process includes an interim period review of internal controls and testing of both transactions and year end balances. All of these processes are completed by the independent auditor.

The single audit for the fiscal year ending June 30, 2019, is in final draft form, it has an unmodified (“clean”) opinion, which means that the federal assistance received was appropriately spent. Included with this audit is the Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*, and the Report on Compliance for Each Major Federal Program and on Internal Control Over Compliance Required by the Uniform Guidance and on Schedule of Expenditures of Federal Awards. Comparison of findings for June 30, 2018 and June 30, 2019, are as follows:

	June 30, 2018	June 30, 2019
Material Weakness	5	0
Significant Deficiencies	1	3
Other Matters	0	0
Compliance	0	0

Material weaknesses represent the most significant internal control issues for a City. All 5 of the material weaknesses identified in the FY 2018 report have been addressed. There are no new material weakness findings in the report for fiscal year ending June 30, 2019. One of the material weaknesses regarding controls over business license revenues has been reclassified as a significant deficiency due to the adequacy of mitigating controls. There is one new significant deficiency regarding controls over how to handle electronic funds transfers. These findings are detailed in Attachment B to this report.

Fiscal Impact:

The estimated cost for audit services is \$86,500. A considerable amount of staff time was spent both preparing the financial statements, responding to audit requests and reviewing the financial statements. These costs cannot be reasonably estimated.

Recommended Action:

It is recommended the City Council receive and file the FY 2019 Audited Financial Statements and the Single Audit Report for FY 2019.

Attachments:

- A. FY 2019 Annual Financial Report and Independent Auditor's Report (Final)
- B. FY 2019 Single Audit and Independent Auditor's Report (Final Draft)

City of Beaumont

Beaumont, California

Annual Financial Report and Independent Auditors' Report

For the Year Ended June 30, 2019



City of Beaumont, California



ANNUAL FINANCIAL REPORT

For the fiscal year ended June 30, 2019

Prepared by the Finance Department

Jeff Mohlenkamp, Director of Finance

Lisa Leach, Senior Accountant

Jennifer Ustation, Senior Accountant

Shay Norville, Payroll Clerk

Jacqueline Miranda, Accounting Technician

Karee Keyser, Accounting Technician

Justine Wickman, Accounting Technician

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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**City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019**

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FINANCIAL SECTION

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INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Members
of the City Council of the City of Beaumont
Beaumont, California

Report on Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Beaumont, California (the "City"), as of and for the year ended June 30, 2019, and the related notes to the basic financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to previously present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2019, and the respective changes in financial position, and where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

To the Honorable Mayor and Members
of the City Council of the City of Beaumont
Beaumont, California
Page 2

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion, Analysis, the Budgetary Comparison Schedule, the Schedule of Proportionate Share of the Net Pension Liability and Related Ratios, the Schedule of Pension Contributions, as identified in the accompanying table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The Combining and Individual Non-Major Governmental and Fiduciary Fund Financial Statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Combining and Individual Non-Major Governmental and Fiduciary Fund Financial Statements are the responsibility of management and were derived from and related directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the The Combining and Individual Non-Major Governmental and Fiduciary Fund Financial Statements are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 13, 2020, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and other matters and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

The Pw Group, LLP

Santa Ana, California
February 13, 2020

City of Beaumont
Management's Discussion and Analysis (Unaudited)
For the Year Ended June 30, 2019

This is management's discussion and analysis of the City of Beaumont's financial activities and performance for the fiscal year ended June 30, 2019 and comparison to June 30, 2018. Please read this in conjunction with the City's financial statements, which follow this discussion and analysis. All statements have been condensed for purposes of the MD&A. Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported results of operations or change in net position.

FINANCIAL HIGHLIGHTS

- Revenues grew at a moderate pace, with some larger increases being driven by continued economic growth in both the residential and commercial areas.
- The City was managed in compliance with the adopted budget and has adopted or updated several financial policies.
- The City has contracted out the remaining elements of its solid waste program and has entered into a franchise fee agreement with Waste Management of the Inland Empire.
- The City completed a significant refinancing of CFD bonds that resulted in reduced costs for property owners.
- The City issued revenue bonds to finance the construction of a new wastewater treatment plant and brine line connection to the regional sewer treatment network.
- Significant progress was made on large capital projects, including the Potrero interchange and sewer plant project.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the City's basic financial statements, which are comprised of three components: (1) government-wide; (2) fund financial statements; and (3) notes to the financial statements. This report also contains supplementary information to the basic financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the City's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the overall financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods, such as revenues pertaining to uncollected taxes and expenses pertaining to earned but unused vacation and vested sick leave.

Both of the government-wide financial statements distinguish functions of the city that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, public safety, public works, community development, community services, and refuse. The business-type activities of the City include wastewater and transit operations.

The government-wide financial statements include the City itself (known as the primary government) in addition to four legally separate entities for which the City is financially accountable: (1) Beaumont Utility Authority (BUA), (2) Beaumont Financing Authority (BFA), (3) Beaumont Parking Authority (BPA), and (4) the Beaumont Public Improvement Authority (BPIA).

City of Beaumont
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2019

Fund Financial Statements

The fund financial statements are designed to report information about groupings of related accounts which are used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other State and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into the following three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources as well as on balances of spendable resources available at the end of the year. Such information may be useful in determining what financial resources are available in the near future to finance the City's programs.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains several individual governmental funds organized according to their type (special revenue, capital projects, and debt service funds). Information is presented separately in the governmental funds Balance Sheet and in the governmental funds Statement of Revenues, Expenditures, and Changes in Fund Balances for the General Fund, Community Facilities District Funds, General Capital Project Fund, Development Impact Fees Capital Projects Fund, and Beaumont Financing Authority Debt Service Fund, all of which are considered to be major funds. Data from the remaining governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements reported as supplementary information.

The City adopts an annual appropriated budget for its major funds except the General Capital Projects Fund, which is budgeted on a project basis. Budgetary comparison statements have been provided for these funds to demonstrate compliance with budgets.

Proprietary funds are generally used to account for services for which the City charges customers – either external customers or internal customers or departments of the City. Proprietary funds provide the same type of information as shown in the government-wide financial statements, only in more detail. The City maintains two proprietary funds.

Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its waste water and transit operations, both of which are considered to be major funds of the City.

Fiduciary funds are used to account for resources held for the benefit of parties outside of the City. Since the resources of these funds are not available to support the City's own programs, they are not reflected in the government-wide financial statements. The accounting used for private-purpose trust fiduciary funds is much like that used for proprietary funds.

City of Beaumont
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2019

Notes to the Financial Statements The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Required Supplementary Information includes schedules required to be presented showing information related to the City's pension plan, and a budgetary comparison schedule for the general fund and the Community Facilities Capital Projects Fund.

Supplementary Information includes the Budgetary Comparison Schedules and the Combining statements and Schedules of the non-major governmental funds, internal service funds, and agency funds.

GOVERNMENT WIDE FINANCIAL ANALYSIS

The City presents its financial statements under the reporting model required by the Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial statements – and Management's Discussion and Analysis – for State and Local Governments* for the fiscal year ending June 30, 2019.

Analysis of Net Position

As noted earlier, net position may serve as a useful indicator of a government's overall financial position. For the City, net assets, including deferred outflows of resources exceeded liabilities, including deferred inflows of resources, by \$441.4 million at the end of the fiscal year.

The following is a condensed summary of the City's net position for governmental and business-type activities:

Statement of Net Position						
(Dollars in Thousands)						
	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
Assets:						
Current and other assets	\$ 183,902	\$ 172,448	\$ 85,069	\$ 16,312	\$ 268,971	\$ 188,760
Capital Assets	271,275	254,780	157,833	124,510	429,108	379,290
Total Assets	<u>455,177</u>	<u>427,228</u>	<u>242,902</u>	<u>140,822</u>	<u>698,079</u>	<u>568,050</u>
Deferred outflows:						
Deferred outflows related to pension	5,709	6,112	512	561	6,221	6,673
Liabilities:						
Current and other liabilities	48,517	33,290	18,423	5,797	66,940	39,087
Noncurrent liabilities	104,443	108,737	90,919	1,766	195,362	110,503
Total liabilities	<u>152,960</u>	<u>142,027</u>	<u>109,342</u>	<u>7,563</u>	<u>262,302</u>	<u>149,590</u>
Deferred inflows:						
Deferred inflows related to pension	552	3,911	24	(24)	576	3,887
Net position:						
Net investment in capital assets	180,997	161,036	134,524	124,163	315,521	285,199
Restricted	125,919	133,928	-	-	125,919	133,928
Unrestricted	458	(7,562)	(476)	9,681	(18)	2,119
Total net position	<u>\$ 307,374</u>	<u>\$ 287,402</u>	<u>\$ 134,048</u>	<u>\$ 133,844</u>	<u>\$ 441,422</u>	<u>\$ 421,246</u>

City of Beaumont
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2019

The largest asset classification is capital assets which are utilized to provide services to citizens and, therefore, these assets are not available for future spending. The City's net position reflects the investment in its capital assets, net of related debt of \$315.1 million. Outstanding debt increased due to the issuance of Wastewater Revenue bonds of \$90.9 million (\$9.7 million in premiums) related to sewer system improvements in business type activities.

The portion of the City's net position of \$125.9 million represents resources that are subject to external restrictions on how they may be used. The restrictions include CFD Projects, Capital Projects, Street Projects, Public Safety, Public-access Television and amounts held for future debt service.

The governmental activities had a net position of \$458,000. This is largely due to noncurrent liabilities that are comprised of balances related to staff compensated absence calculations, capital lease liability, the AB1484 Due Diligence Review payable to the State, claims payable for incurred but not reported claims as well as processed claims outstanding at year-end, and the net pension liability. The balance is significantly less than the governmental funds unrestricted fund balance as it is impacted by the net pension liability of \$15.6 million. The business type activities have an unrestricted deficit of \$476,000.

Analysis of Statement of Activities

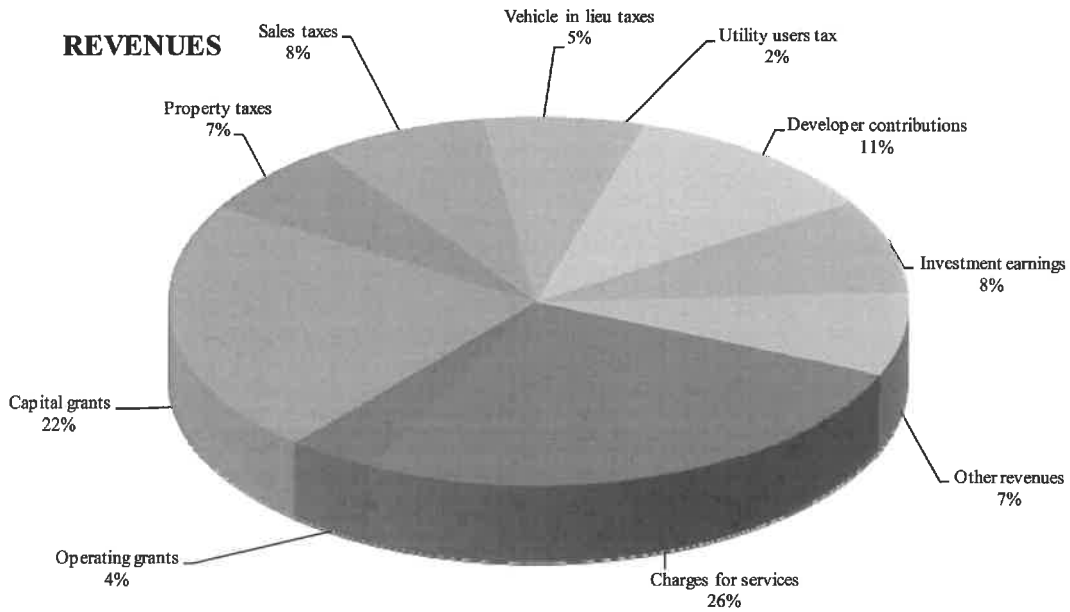
The following table indicates the changes in net position for governmental and business-type activities:

	Statement of Activities (Dollars in Thousands)					
	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
Revenues:						
Program Revenues:						
Charges for services	\$ 13,488	\$ 15,749	\$ 8,994	\$ 8,283	\$ 22,482	\$ 24,032
Operating grants	884	78	2,557	2,347	3,441	2,425
Capital grants	17,527	20,410	1,575	6,172	19,102	26,582
General Revenues:						
Property taxes	5,657	5,199	-	-	5,657	5,199
Sales taxes	6,597	5,631	-	-	6,597	5,631
Motor Vehicle in Lieu taxes	4,517	4,126	-	-	4,517	4,126
Utility users tax	1,584	1,524	-	-	1,584	1,524
Franchise taxes	3,909	3,286	-	-	3,909	3,286
Transient occupancy taxes	335	364	-	-	335	364
Other taxes	959	1,195	-	-	959	1,195
Business licenses	295	247	-	-	295	247
Developer contributions	9,055	11,344	731	778	9,786	12,122
Investment earnings	5,390	7,852	1,564	14	6,954	7,866
Miscellaneous	717	355	4	525	721	880
Gain on sale of assets	52	5	6	-	58	5
Total revenues	<u>70,966</u>	<u>77,365</u>	<u>15,431</u>	<u>18,119</u>	<u>86,397</u>	<u>95,484</u>
Expenses:						
General government	6,011	4,642	-	-	6,011	4,642
Public safety	15,641	17,744	-	-	15,641	17,744
Public works	8,537	7,504	-	-	8,537	7,504
Community development	2,395	2,431	-	-	2,395	2,431
Community services	3,841	3,479	-	-	3,841	3,479
Refuse	5,505	4,900	-	-	5,505	4,900
Interest on long term liabilities	4,416	7,182	-	-	4,416	7,182
Waste water	-	-	14,994	10,430	14,994	10,430
Transit	-	-	3,354	3,119	3,354	3,119
Total expenses	<u>46,346</u>	<u>47,882</u>	<u>18,348</u>	<u>13,549</u>	<u>64,694</u>	<u>61,431</u>
Transfers	(3,121)	322	3,121	(322)	-	-
Special Items:						
CFD 93-1 refunding/Settlement	-	(11,948)	-	-	-	(11,948)
Change in net position	<u>\$ 21,499</u>	<u>\$ 17,857</u>	<u>\$ 204</u>	<u>\$ 4,248</u>	<u>\$ 21,703</u>	<u>\$ 22,105</u>

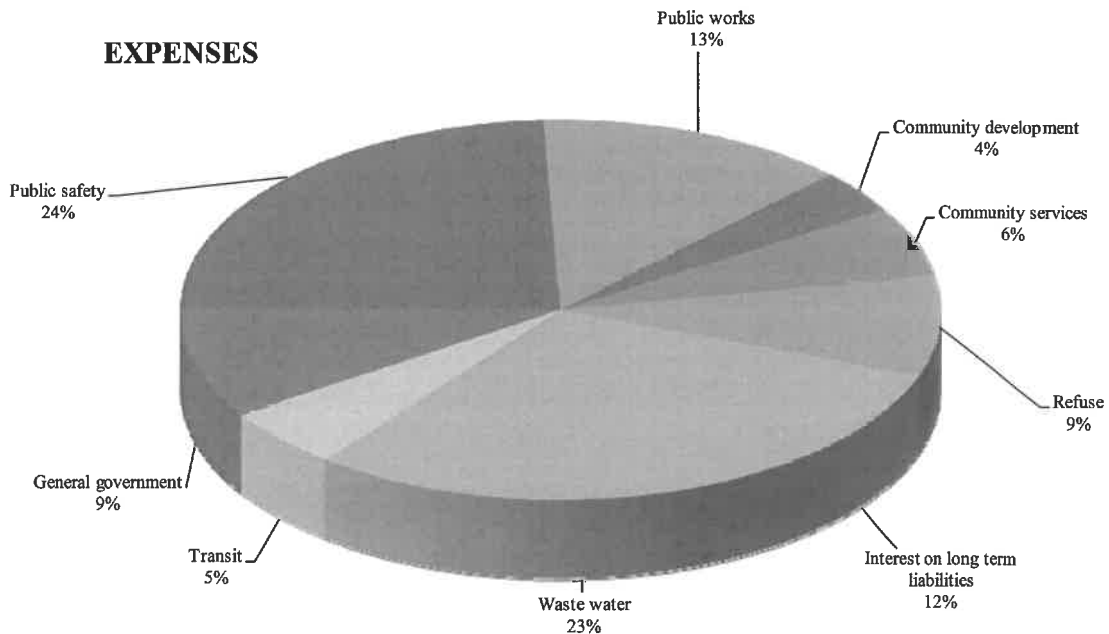
City of Beaumont
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2019

The City's overall net position increased by \$21.7 million during the current fiscal year. This increase is due to continued improvements in operating results and funding received on large capital projects.

Analysis of total revenues indicates that the largest revenue sources are charges for services performed (26%) followed by capital grants (22%) related to capital projects. Tax and other general revenues continue to experience moderate growth.



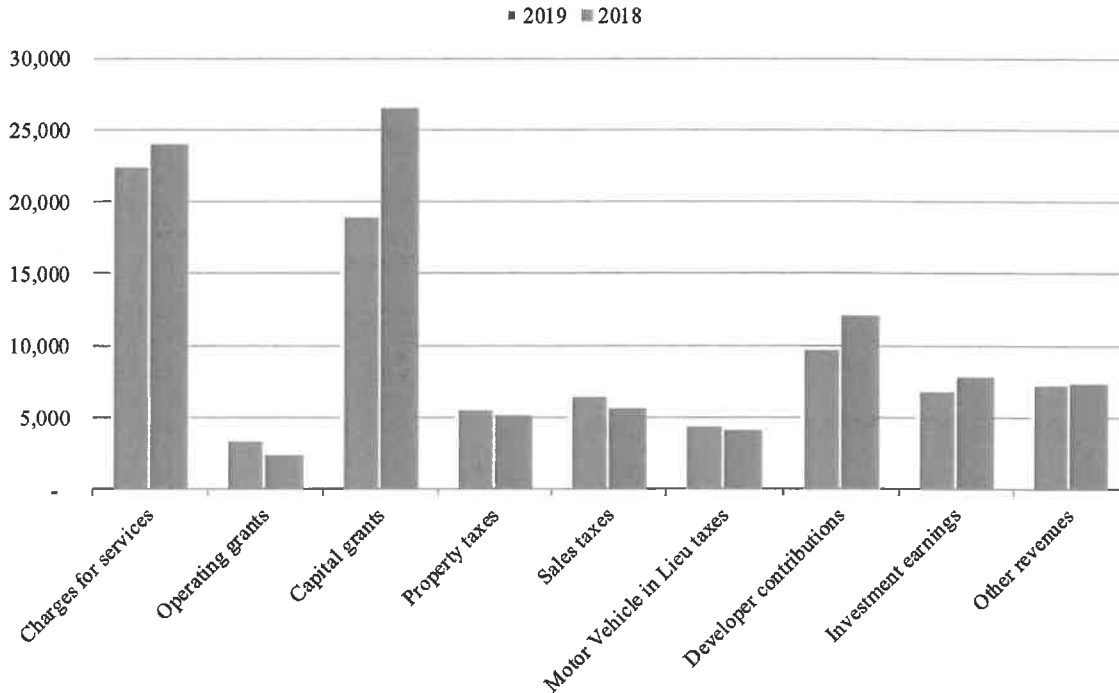
Analysis of total expense indicates that the largest functional costs are for the City's public safety (24%) and wastewater services (23%).



City of Beaumont
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2019

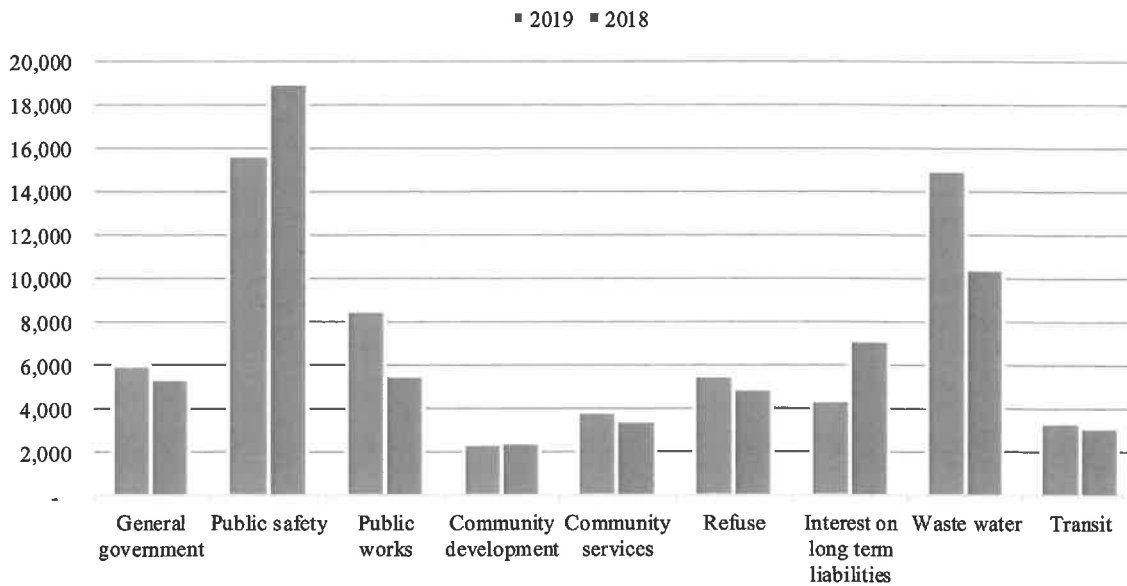
Comparison of revenue and expense groupings from fiscal year 2018 to 2019 has been charted below:

REVENUES



The decrease in public safety expense is due to changes in pension plan assumptions. Interest on long term liabilities reduced due to the refunding of bonds that occurred during FY 2018.

EXPENSES



City of Beaumont
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2019

Governmental activities increased the City's net position by \$21.5 million. This is primarily driven by continued growth in general revenues, continued high levels of developer contributions and a small drop in expenses. The reduction in expenses is largely due to reduction in interest expense for long term liabilities.

Total revenues have decreased by \$6.4 million as funding sources from developer contributions dropped by \$2.7 million and funding from capital grants dropped by \$2.8 million. Total expenses dropped due to reduced long term interest expense and reduction in public safety related expenses due to changes in pension assumptions. Fiscal year 2018-19 provided for continued stabilization of general City revenues and expenses.

Business-type activities increased their net position by \$204,000.

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds – The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of resources that are available for spending. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance, may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. Types of governmental funds reported by the City include the General Fund, Special Revenue Funds, Debt Service Funds, and Capital Project funds.

GENERAL FUND BUDGETARY HIGHLIGHTS

The general fund budget was amended during fiscal year 2019. The budget was established as revenue neutral, and no extraordinary items were taken into consideration.

City of Beaumont
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2019

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

As of June 30, 2019, the City had invested \$429.1 million in capital assets, net of accumulated depreciation; an increase of 1.3% from the prior year. Governmental activities capital assets increased \$16.5 million as the net result of ongoing projects. Business-type activities capital assets increased by \$33.3 million. A summary of the City's capital assets net of depreciation at June 30, 2018 and 2019 is presented below. Additional information on Capital Assets can be found in Note 5.

	Capital Assets					
	(Dollars in thousands)					
	Governmental Activities		Business-type Activities		Total	
	2019	2018	2019	2018	2019	2018
GOVERNMENT						
Land	\$ 28,085	\$ 23,285	\$ -	\$ -	\$ 28,085	\$ 23,285
Construction in Progress	23,710	12,437	-	-	23,710	12,437
Buildings	19,790	16,395	-	-	19,790	16,395
Machinery and equipment	6,997	6,461	-	-	6,997	6,461
Vehicles	3,137	3,253	-	-	3,137	3,253
Infrastructure	416,543	414,959	-	-	416,543	414,959
Less accumulated depreciation	(226,987)	(222,010)	-	-	(226,987)	(222,010)
	<u>271,275</u>	<u>254,780</u>	<u>-</u>	<u>-</u>	<u>271,275</u>	<u>254,780</u>
WASTE WATER FUND						
Land	-	-	2,003	503	2,003	503
Construction in Progress	-	-	37,933	4,403	37,933	4,403
Buildings and improvements	-	-	83	83	83	83
Machinery and equipment	-	-	88,379	87,838	88,379	87,838
Vehicles	-	-	669	680	669	680
Infrastructure	-	-	137,497	133,821	137,497	133,821
Less accumulated depreciation	-	-	(111,181)	(104,186)	(111,181)	(104,186)
	<u>-</u>	<u>-</u>	<u>155,383</u>	<u>123,142</u>	<u>155,383</u>	<u>123,142</u>
TRANSIT FUND						
Land	-	-	1,007	-	1,007	-
Construction in Progress	-	-	47	14	47	14
Buildings and improvements	-	-	538	538	538	538
Machinery and equipment	-	-	824	790	824	790
Vehicles	-	-	3,897	3,754	3,897	3,754
Less accumulated depreciation	-	-	(3,863)	(3,728)	(3,863)	(3,728)
	<u>-</u>	<u>-</u>	<u>2,450</u>	<u>1,368</u>	<u>2,450</u>	<u>1,368</u>
TOTAL	<u>\$ 271,275</u>	<u>\$ 254,780</u>	<u>\$ 157,833</u>	<u>\$ 124,510</u>	<u>\$ 429,108</u>	<u>\$ 379,290</u>

City of Beaumont
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2019

Debt Administration

As of June 30, 2019, the City had \$110.9 million of outstanding obligations related to governmental activities and \$92.3 million related to business-type activities, for a total of \$203.2 million. Debt outstanding as of June 30, 2019 with a comparison to prior year and the net change follows:

		Debt Outstanding		
		(Dollars in thousands)		
		2019	2018	Net Change
Governmental Activities				
Claims payable	\$	2,807	\$ 2,215	\$ 592
Net pension liability		15,558	15,751	(193)
Compensated absences		2,268	2,404	(136)
AB1484 Due Diligence Review		1,376	1,676	(300)
Capital lease		297	186	111
Beaumont Financing Authority		88,605	91,881	(3,276)
	\$	<u>110,911</u>	<u>\$ 114,113</u>	<u>\$ (3,202)</u>
Business-type Activities				
Net pension liability	\$	1,225	\$ 1,267	\$ (42)
Compensated absences		265	261	4
Wastewater Revenue Bonds		81,105	-	81,105
Bond Premium		9,470	-	9,470
Capital lease		268	346	(78)
	\$	<u>92,333</u>	<u>\$ 1,874</u>	<u>\$ 90,459</u>

The BFA Local Agency Revenue Bond debt totaled \$88.6 million and is directly related to CFD debts and is further discussed in Notes 6 and 7. Wastewater revenue bonds were issued for \$81.1 million at a premium during FY 2019. This represents the increase in business type activity long term debt. Net pension liability has remained fairly stable.

Additional information regarding the City's long-term obligations is discussed in Note 6 to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

The Riverside District Attorney's office and the FBI's joint investigation resulted in the arrest and indictment of seven former members of City management, including the former City Manager, former City Finance Director for embezzlement of public funds and conspiracy. The former City Attorney and several former City consultants were also arrested on related charges. The City learned of the criminal investigation on April 22, 2015, when the authorities executed a search warrant at City Hall and seized numerous computers and significant documentation. As of June 30, 2019, all criminal cases have been resolved and details are included in Note 13.

The City conducted an internal investigation, which includes numerous accounting reconciliation efforts, in order to ascertain the extent of the concealment and damage inflicted by the former City management. The City has also adopted enhanced internal controls, including policies and procedures to ensure that financial transactions are monitored and that duties are segregated.

City of Beaumont
Management's Discussion and Analysis (Unaudited) (Continued)
For the Year Ended June 30, 2019

The following items summarize additional factors which are significant for the City:

- The City continues to prioritize management of its budget and financial controls.
- The settlement of numerous litigation matters against the City has provided relief and encouragement for the City's financial future. However, the City will continue to defend itself against those matters which it believes are unwarranted.
- The City evaluates all community facility bond debt on an annual basis for potential refunding savings without extending debt terms for the applicable property owners.
- A five-year capital improvements budget is prepared and monitored based on need and available funding.
- Significant subsequent events are disclosed in Note 14.
- The City's overall financial condition continues to improve as evidenced from the increases in net position.

The City of Beaumont has made significant strides to bring its financial reporting into full compliance with GASB standards. Accounting and reporting systems have been fully implemented to ensure accuracy and transparency.

REQUEST FOR INFORMATION

These financial statements are intended to provide citizens, taxpayers, investors, and creditors with a general overview of the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be directed to the Finance and Administrative Services Department, 550 E. 6th Street, Beaumont, California, 92223, or finance@beaumontca.gov.

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

Basic Financial Statements

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

Government-Wide Financial Statements

City of Beaumont
Statement of Net Position
June 30, 2019

	Primary Government		Total
	Governmental Activities	Business-Type Activities	
ASSETS			
Current assets:			
Cash and investments	\$ 73,004,507	\$ 14,752,256	\$ 87,756,763
Restricted cash and investments	-	147,616	147,616
Receivables:			
Accounts	8,375,074	1,501,947	9,877,021
Interest	247,225	242,544	489,769
Intergovernmental	3,981,465	878,049	4,859,514
Settlement	-	-	-
Prepaid items	83,141	12,039	95,180
Total current assets	<u>85,691,412</u>	<u>17,534,451</u>	<u>103,225,863</u>
Noncurrent assets:			
Restricted cash and investments with fiscal agent	9,491,390	67,534,578	77,025,968
Restricted investment in CFDs (Note 7)	88,499,034	-	88,499,034
Loans receivable	220,634	-	220,634
Capital assets:			
Nondepreciable	51,794,324	40,989,694	92,784,018
Depreciable, net	219,480,580	116,843,383	336,323,963
Total capital assets, net	<u>271,274,904</u>	<u>157,833,077</u>	<u>429,107,981</u>
Total noncurrent assets	<u>369,485,962</u>	<u>225,367,655</u>	<u>594,853,617</u>
Total assets	<u>455,177,374</u>	<u>242,902,106</u>	<u>698,079,480</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension related deferred outflows	5,709,397	512,231	6,221,628
Total deferred outflows of resources	<u>5,709,397</u>	<u>512,231</u>	<u>6,221,628</u>

City of Beaumont
Statement of Net Position (Continued)
June 30, 2019

	Primary Government		Total
	Governmental Activities	Business-Type Activities	
LIABILITIES			
Current liabilities:			
Accounts payable and accrued liabilities	4,851,295	6,212,758	11,064,053
Salaries payable and related liabilities	835,005	9,424	844,429
Deposits payable	908,431	-	908,431
Unearned revenue	35,454,581	9,498,267	44,952,848
Compensated absences - due within one year	226,836	26,481	253,317
Claims payable - due within one year	2,277,967	-	2,277,967
Long-term debt - due within one year	3,963,520	1,388,396	5,351,916
Total current liabilities	48,517,635	18,422,853	66,940,488
Long-term liabilities:			
Compensated absences - due in more than one year	2,041,526	238,331	2,279,857
Claims payable - due in more than one year	529,408	-	529,408
Long-term debt - due in more than one year	86,314,634	89,454,828	175,769,462
Aggregate net pension liability	15,558,070	1,225,347	16,783,417
Total long-term liabilities	104,443,638	90,918,506	195,362,144
Total liabilities	152,961,273	109,341,359	262,302,632
DEFERRED INFLOWS OF RESOURCES			
Pension related deferred inflows	552,324	24,355	576,679
Total deferred inflows of resources	552,324	24,355	576,679
NET POSITION			
Net investment in capital assets	180,996,750	134,524,431	315,521,181
Restricted for:			
Special projects	13,617,438	-	13,617,438
Debt service	98,006,000	-	98,006,000
Capital projects	14,295,192	-	14,295,192
Total restricted	125,918,630	-	125,918,630
Unrestricted (deficit)	457,794	(475,808)	(18,014)
Total net position	\$ 307,373,174	\$ 134,048,623	\$ 441,421,797

See accompanying Notes to the Basic Financial Statements.

City of Beaumont
Statement of Activities
For the Year Ended June 30, 2019

Functions/Programs	Expenses	Program Revenues			Total
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Primary government:					
Governmental activities:					
General government	\$ 6,010,855	\$ 272,773	\$ -	\$ -	\$ 272,773
Public safety	15,641,308	1,191,759	843,003	1,996,115	4,030,877
Public works	8,536,946	2,362,465	-	15,530,910	17,893,375
Community development	2,396,300	4,371,671	41,192	-	4,412,863
Community services	3,840,603	198,200	-	-	198,200
Refuse	5,504,512	5,091,285	-	-	5,091,285
Interest and fiscal charges	4,415,612	-	-	-	-
Total governmental activities	46,346,136	13,488,153	884,195	17,527,025	31,899,373
Business-Type activities:					
Sewer	\$ 14,993,895	\$ 8,811,917	\$ -	\$ -	8,811,917
Transit	3,353,923	181,720	2,557,412	1,575,041	4,314,173
Total business-type activities	18,347,818	8,993,637	2,557,412	1,575,041	13,126,090
Total primary government	\$ 64,693,954	\$ 22,481,790	\$ 3,441,607	\$ 19,102,066	\$ 45,025,463

See accompanying Notes to the Basic Financial Statements.

City of Beaumont
Statement of Activities (Continued)
For the Year Ended June 30, 2019

Functions/Programs	Net (Expense) Revenue and Changes in Net Position		
	Governmental Activities	Business-Type Activities	Total
Primary government:			
Governmental activities:			
General government	\$ (5,738,082)	\$ -	\$ (5,738,082)
Public safety	(11,610,431)	-	(11,610,431)
Public works	9,356,429	-	9,356,429
Community development	2,016,563	-	2,016,563
Community services	(3,642,403)	-	(3,642,403)
Refuse	(413,227)	-	(413,227)
Interest and fiscal charges	(4,415,612)	-	(4,415,612)
Total governmental activities	(14,446,763)	-	(14,446,763)
Business-Type activities:			
Sewer	-	(6,181,978)	(6,181,978)
Transit	-	960,250	960,250
Total business-type activities	-	(5,221,728)	(5,221,728)
Total primary government	(14,446,763)	(5,221,728)	(19,668,491)
General revenues:			
Taxes:			
Property taxes	5,656,662	-	5,656,662
Sales taxes	6,596,935	-	6,596,935
Vehicle in lieu tax	4,517,090	-	4,517,090
Utility users tax	1,584,224	-	1,584,224
Franchise tax	3,908,531	-	3,908,531
Transient occupancy tax	335,304	-	335,304
Other taxes	958,614	-	958,614
Total taxes	23,557,360	-	23,557,360
Business licenses	294,968	-	294,968
Developers contributions	9,055,054	731,125	9,786,179
Investment earnings	5,390,216	1,564,220	6,954,436
Miscellaneous	716,944	3,393	720,337
Gain on sale of assets	52,377	5,939	58,316
Transfers	(3,120,964)	3,120,964	-
Total general revenues and transfers	35,945,955	5,425,641	41,371,596
Change in net position	21,499,192	203,913	21,703,105
Net position - beginning of year, as restated (Note 14)	285,873,982	133,844,710	419,718,692
Net position - end of year	\$ 307,373,174	\$ 134,048,623	\$ 441,421,797

See accompanying Notes to the Basic Financial Statements.

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

Fund Financial Statements

Governmental Fund Financial Statements
Proprietary Fund Financial Statements
Fiduciary Fund Financial Statements

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Annual Financial Report
For the Year Ended June 30, 2019

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City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

Governmental Fund Financial Statements

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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GOVERNMENTAL FUND FINANCIAL STATEMENTS

Governmental Funds of the City are outlined below:

General Fund - This fund accounts for all revenues and expenditures used to finance the traditional services associated with a municipal government which are not accounted for in the other funds. In Beaumont, these services include general government, public safety, public works, community development, community service, and refuse.

Community Facilities Districts (CFD) Special Revenue Fund - This fund is used to account for bond and annual tax assessments proceeds to be used for the construction and implementation of off-site infrastructure improvements. In addition, the Fund accounts for services and administration assessments received annually.

Community Facilities Districts (CFD) Capital Projects Fund - This fund is used to account for bond and annual tax assessments proceeds to be used for the construction and implementation of off-site infrastructure improvements. In addition, the Fund accounts for services and administration assessments received annually.

General Capital Projects Fund - This fund is used to account for financial resources to be used for acquisition, construction and improvement of the city's major capital facilities.

Development Impact Fees Capital Projects Fund - This fund is used to account for the receipt and expenditure of mitigation fees on specified capital projects.

Beaumont Financing Authority Debt Service Fund - This fund is authorized to borrow money for the purpose of financing the acquisition of bonds, notes and other obligations of, or for the purpose of making loans to the City and/or to refinance outstanding obligations of the City.

City of Beaumont
Balance Sheet
Governmental Funds
June 30, 2019

	Major Funds			
	General Fund	Community Facilities District (CFD) Special Revenue Fund	Community Facilities District (CFD) Capital Projects Fund	General Capital Projects Fund
ASSETS				
Cash and investments	\$ 16,020,917	\$ 9,256,549	\$ 12,877,575	\$ 1,444,482
Cash and investments with fiscal agent	-	-	-	-
Investment in CFDs (Note 7)	-	-	-	-
Receivables:				
Accounts	1,949,632	-	-	-
Interest	231,649	-	-	-
Due from other governments	1,476,046	10,498	-	2,225,517
Loans	220,634	-	-	-
Due from other funds	268	-	-	-
Prepaid	83,141	-	-	-
Total assets	\$ 19,982,287	\$ 9,267,047	\$ 12,877,575	\$ 3,669,999
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued liabilities	\$ 2,445,653	\$ 136	\$ -	\$ 2,040,796
Accrued payroll and related liabilities	835,005	-	-	-
Due to other funds	-	-	-	-
Deposits payable	767,101	120,503	-	-
Unearned revenue	-	576	-	211,586
Total liabilities	4,047,759	121,215	-	2,252,382
Deferred Inflows of Resources:				
Unavailable revenue	650,369	-	-	-
Total deferred inflows of resources	650,369	-	-	-
Fund Balances:				
Nonspendable	303,775	-	-	-
Restricted	-	9,145,832	12,877,575	-
Committed	-	-	-	1,417,617
Unassigned	14,980,384	-	-	-
Total fund balances	15,284,159	9,145,832	12,877,575	1,417,617
Total liabilities, deferred inflows of resources and fund balances	\$ 19,982,287	\$ 9,267,047	\$ 12,877,575	\$ 3,669,999

City of Beaumont
Balance Sheet (Continued)
Governmental Funds
June 30, 2019

	Major Fund			
	Development Impact Fees (DIF) Capital Projects Fund	Beaumont Financing Authority Debt Service Fund	Other Governmental Funds	Total Governmental Funds
ASSETS				
Cash and investments	\$ 29,131,184	\$ -	\$ 4,273,800	\$ 73,004,507
Cash and investments with fiscal agent	-	9,491,390	-	9,491,390
Investment in CFDs (Note 7)	-	88,499,034	-	88,499,034
Receivables:				
Accounts	6,416,006	-	9,436	8,375,074
Interest	-	15,576	-	247,225
Due from other governments	-	-	269,404	3,981,465
Loans	-	-	-	220,634
Due from other funds	-	-	-	268
Prepaid	-	-	-	83,141
Total assets	\$ 35,547,190	\$ 98,006,000	\$ 4,552,640	\$ 183,902,738
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued liabilities	\$ 354,730	\$ -	\$ 9,980	\$ 4,851,295
Accrued payroll and related liabilities	-	-	-	835,005
Due to other funds	-	-	268	268
Deposits payable	6,996	-	13,831	908,431
Unearned revenue	35,185,464	-	56,955	35,454,581
Total liabilities	35,547,190	-	81,034	42,049,580
Deferred Inflows of Resources:				
Unavailable revenue	-	-	-	650,369
Total deferred inflows of resources	-	-	-	650,369
Fund Balances:				
Nonspendable	-	-	-	303,775
Restricted	-	98,006,000	4,471,606	124,501,013
Committed	-	-	-	1,417,617
Unassigned	-	-	-	14,980,384
Total fund balances	-	98,006,000	4,471,606	141,202,789
Total liabilities, deferred inflows of resources and fund balances	\$ 35,547,190	\$ 98,006,000	\$ 4,552,640	\$ 183,902,738

See accompanying Notes to the Basic Financial Statements.

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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City of Beaumont
Reconciliation of the Governmental Funds Balance Sheet
to the Government-Wide Statement of Net Position
June 30, 2019

Total Fund Balances - Total Governmental Funds	<u>\$ 141,202,789</u>
Capital assets used in governmental activities were not financial resources and therefore were not reported in governmental funds.	
Capital assets, nondepreciable	51,794,324
Capital assets, depreciable	<u>219,480,580</u>
	<u>271,274,904</u>
Long-term liabilities were not due and payable in the current period and therefore were not reported in the governmental funds.	
Compensated absences - due within one year	(226,836)
Compensated absences - due in more than one year	(2,041,526)
Claims payable - due within one year	(2,277,967)
Claims payable - due in more than one year	(529,408)
Long-term debt - due within one year	(3,963,520)
Long-term debt - due in more than one year	<u>(86,314,634)</u>
	<u>(95,353,891)</u>
Aggregate net pension liability is not due and payable in the current period and therefore is not required to be reported in the governmental funds.	
	<u>(15,558,070)</u>
Pension-related deferred outflows/inflows of resources in the governmental activities were not financial resources (uses) and therefore were not reported in the Governmental Funds Balance Sheet.	
Pension-related deferred outflows of resources	5,709,397
Pension-related deferred inflows of resources	<u>(552,324)</u>
	<u>5,157,073</u>
Unavailable revenues recorded in governmental fund financial statements resulting from activities in which revenues were earned but funds were not available were recognized as revenues in the Government-Wide Financial Statements.	
	<u>650,369</u>
Net Position of Governmental Activities	<u><u>\$ 307,373,174</u></u>

City of Beaumont
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2019

	Major Funds			
	General Fund	Community Facilities Districts (CFD) Special Revenue Fund	Community Facilities District (CFD) Capital Projects Fund	General Capital Projects Fund
REVENUES:				
Taxes	\$ 12,532,209	\$ -	\$ -	\$ -
Franchise fees	3,908,531	-	-	-
Intergovernmental	4,587,270	-	-	4,963,592
License and permits	4,816,693	-	-	-
Fines and forfeitures	249,914	-	-	-
Assessment levied	602,649	5,061,023	1,122,981	-
Use of money and property	186,605	239,534	291,673	220,547
Charges for services	6,944,423	-	-	-
Other revenues	1,338,647	10,250	-	3,260,750
Total revenues	35,166,941	5,310,807	1,414,654	8,444,889
EXPENDITURES:				
Current:				
General government	5,940,387	-	-	-
Public safety	14,665,947	-	-	-
Public works	2,844,121	-	1,085,017	-
Community development	1,884,511	195,958	-	-
Community services	3,708,469	-	-	-
Refuse	5,504,512	-	-	-
Capital outlay	589,273	-	-	12,029,877
Debt service:				
Principal	300,000	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	35,437,220	195,958	1,085,017	12,029,877
REVENUES OVER (UNDER) EXPENDITURES	(270,279)	5,114,849	329,637	(3,584,988)
OTHER FINANCING SOURCES (USES):				
Obligations incurred on capital leases	167,456	-	-	-
Proceeds from sale of property	19,494	-	-	-
Transfers in	5,450,785	-	-	3,339,629
Transfers (out)	(614,693)	(4,431,245)	(3,136,047)	(108,479)
Total other financing sources (uses)	5,023,042	(4,431,245)	(3,136,047)	3,231,150
Net changes in fund balances	4,752,763	683,604	(2,806,410)	(353,838)
FUND BALANCES:				
Beginning of year, as restated (Note 14)	10,531,396	8,462,228	15,683,985	1,771,455
End of year	\$ 15,284,159	\$ 9,145,832	\$ 12,877,575	\$ 1,417,617

See accompanying Notes to the Basic Financial Statements.

City of Beaumont
Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)
Governmental Funds
For the Year Ended June 30, 2019

	Major Funds			
	Development Impact Fees (DIF) Capital Projects Fund	Beaumont Financing Authority Debt Service Fund	Other Governmental Funds	Total Governmental Funds
REVENUES:				
Taxes	\$ -	\$ -	\$ 1,038,267	\$ 13,570,476
Franchise fees	-	-	-	3,908,531
Intergovernmental	-	-	2,030,969	11,581,831
License and permits	3,181,216	-	46,712	8,044,621
Fines and forfeitures	-	-	-	249,914
Assessment levied	-	-	-	6,786,653
Use of money and property	-	4,541,457	89,868	5,569,684
Charges for services	-	-	-	6,944,423
Other revenues	-	-	17,526	4,627,173
Total revenues	3,181,216	4,541,457	3,223,342	61,283,306
EXPENDITURES:				
Current:				
General government	-	-	-	5,940,387
Public safety	-	-	55,242	14,721,189
Public works	-	-	-	3,929,138
Community development	-	-	16,120	2,096,589
Community services	-	-	-	3,708,469
Refuse	-	-	-	5,504,512
Capital outlay	-	-	2,912	12,622,062
Debt service:				
Principal	-	3,300,000	-	3,600,000
Interest and fiscal charges	-	4,415,612	-	4,415,612
Total expenditures	-	7,715,612	74,274	56,537,958
REVENUES OVER (UNDER) EXPENDITURES	3,181,216	(3,174,155)	3,149,068	4,745,348
OTHER FINANCING SOURCES (USES):				
Obligations incurred on capital leases	-	-	-	167,456
Proceeds from sale of property	-	-	-	19,494
Transfers in	-	-	891,703	9,682,117
Transfers (out)	(3,181,216)	-	(1,331,401)	(12,803,081)
Total other financing sources (uses)	(3,181,216)	-	(439,698)	(2,934,014)
Net changes in fund balances	-	(3,174,155)	2,709,370	1,811,334
FUND BALANCES:				
Beginning of year, as restated (Note 14)	-	101,180,155	1,762,236	139,391,455
End of year	\$ -	\$ 98,006,000	\$ 4,471,606	\$ 141,202,789

See accompanying Notes to the Basic Financial Statements.

City of Beaumont
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures,
and Changes in Fund Balance to the Government-Wide Statement of Activities
For the Year Ended June 30, 2019

Net Change in Fund Balances - Total Governmental Funds	\$	1,811,334
Governmental funds report capital outlay as expenditures. Capital outlay expenditures were included in the Statement of Revenue, Expenditures, and Changes in Fund Balances through out various departments. However, in the Government-Wide Statement of Activities, the cost of those assets was allocated over their estimated useful lives as depreciation expense. This is the amount of capital assets recorded in the current period.		12,622,062
Increase in capital assets and net position from developer capital contributions for infrastructure assets.		9,055,054
Depreciation expense on capital assets was reported in the Government-Wide Statement of Activities, but it did not require the use of current financial resources. Therefore, depreciation expense was not reported as expenditures in governmental funds		(5,181,713)
The issuance of long-term liabilities provided current financial resources to governmental funds, but issuing debt increased long-term liabilities in the Government-Wide Statement of Net Position. Repayment of long-term liabilities was an expenditure in governmental funds, but the repayment reduced long-term liabilities in the Government-Wide Statement of Net Position.		
Issuance of capital lease		(167,456)
The repayment of debt principal consumes the current financial resources of governmental funds; however, it has no effect on net position.		3,600,000
The net effect of various transactions involving pension plans (i.e. changes in the net pension liability, deferred inflow/outflow amortization, contributions after measurement date) does not require the use of current financial resources and, therefore, is not reported as an expenditure in the governmental funds.		(349,005)
Certain long-term assets and liabilities were reported in the Government-Wide Statement of Activities, but they did not require the use of current financial resources. Therefore, long-term assets and liabilities were not reported as expenditures in governmental funds. These amounts represented the changes in long-term liabilities from prior year.		
Changes in compensated absences		135,818
Changes in claims payable		(592,557)
Changes in unavailable revenues were reported as deferred inflows of resources in the Governmental Funds but were reported as revenues in the Government-Wide Statement of Statement of Activities.		575,555
Change in Net Position of Governmental Activities	\$	21,509,092

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

Proprietary Fund Financial Statements

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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PROPRIETARY FUND FINANCIAL STATEMENTS

Sewer Fund - This fund was established to receive and disburse funds collected through sewer services charge fees and sewer facilities charges. These funds are used for the operation and maintenance of sewer disposal facilities and the financing of construction outlet sewers.

Transit Fund - The Transit Fund is intended to show the financial position and the operation and maintenance of the City's fixed route and dial-a-ride transit systems.

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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City of Beaumont
Statement of Net Position
Proprietary Funds
June 30, 2019

	Business-type Activities - Enterprise Funds		Total
	Sewer Fund	Transit Fund	
ASSETS			
Current assets:			
Cash and investments	\$ 14,733,583	\$ 18,673	\$ 14,752,256
Restricted cash and investments	-	147,616	147,616
Receivables:			
Accounts	1,499,539	2,408	1,501,947
Interest	242,544	-	242,544
Due from other governments	-	878,049	878,049
Prepays	6,041	5,998	12,039
Total current assets	<u>16,481,707</u>	<u>1,052,744</u>	<u>17,534,451</u>
Noncurrent assets:			
Restricted cash and investments with fiscal agent	67,534,578	-	67,534,578
Capital assets:			
Non-depreciable	39,935,489	1,054,205	40,989,694
Depreciable	226,627,969	5,259,737	231,887,706
Less: accumulated depreciation	(111,180,691)	(3,863,632)	(115,044,323)
Total capital assets	<u>155,382,767</u>	<u>2,450,310</u>	<u>157,833,077</u>
Total noncurrent assets	<u>222,917,345</u>	<u>2,450,310</u>	<u>225,367,655</u>
Total assets	<u>239,399,052</u>	<u>3,503,054</u>	<u>242,902,106</u>
DEFERRED OUTFLOWS OF RESOURCES			
Pension-related deferred outflows	9,808	502,423	512,231
Total deferred outflows of resources	<u>9,808</u>	<u>502,423</u>	<u>512,231</u>
LIABILITIES			
Current liabilities:			
Accounts payable and accrued liabilities	6,134,823	77,935	6,212,758
Salaries payable and related liabilities	3,979	5,445	9,424
Unearned revenue	9,350,651	147,616	9,498,267
Interest payable	1,287,527	-	1,287,527
Compensated absences - due within one year	4,942	21,539	26,481
Long-term debt - due within one year	1,388,396	-	1,388,396
Total current liabilities	<u>18,170,318</u>	<u>252,535</u>	<u>18,422,853</u>
Noncurrent liabilities:			
Compensated absences - due in more than one year	28,306	210,025	238,331
Long-term debt - due in more than one year	89,454,828	-	89,454,828
Aggregate net pension liability	31,227	1,194,120	1,225,347
Total noncurrent liabilities	<u>89,514,361</u>	<u>1,404,145</u>	<u>90,918,506</u>
Total liabilities	<u>107,684,679</u>	<u>1,656,680</u>	<u>109,341,359</u>
DEFERRED INFLOWS OF RESOURCES			
Pension-related deferred inflows	12,326	12,029	24,355
Total deferred inflows of resources	<u>12,326</u>	<u>12,029</u>	<u>24,355</u>
NET POSITION			
Net Investment in capital assets	132,074,121	2,450,310	134,524,431
Restricted	-	-	-
Unrestricted (Deficit)	(362,266)	(113,542)	(475,808)
Total net position	<u>\$ 131,711,855</u>	<u>\$ 2,336,768</u>	<u>\$ 134,048,623</u>

See accompanying Notes to the Basic Financial Statements.

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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City of Beaumont
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2019

	Business-type Activities - Enterprise Funds		Total
	Sewer Fund	Transit Fund	
OPERATING REVENUES:			
Charges for services	\$ 8,811,917	\$ 181,720	\$ 8,993,637
Other revenue	831	2,562	3,393
Total operating revenues	8,812,748	184,282	8,997,030
OPERATING EXPENSES:			
Salaries	702,453	1,438,417	2,140,870
Fringe benefits	255,397	699,757	955,154
Administration	1,641,813	153,065	1,794,878
Contract services	1,381,990	63,958	1,445,948
Fuels, lubricants, and maintenance	179,956	417,603	597,559
Supplies	296,832	33,083	329,915
Office	9,736	13,197	22,933
Utilities	776,115	26,923	803,038
Depreciation	7,005,273	507,920	7,513,193
Total operating expenses	12,249,565	3,353,923	15,603,488
OPERATING INCOME (LOSS)	(3,436,817)	(3,169,641)	(6,606,458)
NONOPERATING REVENUES:			
Local transportation funds	-	2,379,982	2,379,982
Gain on sale of property	1,770	4,169	5,939
Intergovernmental	-	177,430	177,430
Investment earnings	1,561,436	2,784	1,564,220
Impact fees	-	-	-
Interest expense	(2,744,330)	-	(2,744,330)
Total nonoperating revenues (expenses)	(1,181,124)	2,564,365	1,383,241
Loss before operating transfers and capital contributions	(4,617,941)	(605,276)	(5,223,217)
TRANSFERS AND CAPITAL CONTRIBUTIONS:			
Capital Contributions from Riverside Transit Agency	-	1,575,041	1,575,041
Developer capital contributions	731,125	-	731,125
Transfers in	3,580,537	322	3,580,859
Transfers (out)	(440,989)	(18,906)	(459,895)
Total transfers and capital contributions	3,870,673	1,556,457	5,427,130
Changes in net position	(747,268)	951,181	203,913
NET POSITION:			
Beginning of year	132,459,123	1,385,587	133,844,710
End of year	\$ 131,711,855	\$ 2,336,768	\$ 134,048,623

See accompanying Notes to the Basic Financial Statements.

City of Beaumont
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2019

	Business-type Activities - Enterprise Funds		Total
	Sewer Fund	Transit Fund	
CASH FLOWS FROM OPERATING ACTIVITIES:			
Cash received from customers and users	\$ 11,614,517	\$ 128,889	\$ 11,743,406
Payments to suppliers and employees for goods and services	577,455	(2,839,354)	(2,261,899)
Cash received from developers and others	831	2,562	3,393
Net cash provided by (used in) operating activities	12,192,803	(2,707,903)	9,484,900
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:			
Local transportation funds	-	2,379,982	2,379,982
Intergovernmental	706	(633,012)	(632,306)
Transfers in	3,580,537	322	3,580,859
Transfers (out)	(440,989)	(18,906)	(459,895)
Net cash provided by noncapital financing activities	3,140,254	1,728,386	4,868,640
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:			
Acquisition of capital assets	(39,246,166)	(15,269)	(39,261,435)
Issuance of capital-related debt	90,803,952	-	90,803,952
Payment of principal on long-term debt	(307,041)	-	(307,041)
Payment of interest on long-term debt	(1,456,803)	-	(1,456,803)
Net cash provided by (used in) capital and related financing activities	50,525,067	(15,269)	50,509,798
CASH FLOWS FROM INVESTING ACTIVITIES:			
Proceeds from disposition of capital assets	1,770	4,169	5,939
Investment income	1,318,892	2,784	1,321,676
Net cash provided by investing activities	1,320,662	6,953	1,321,676
Net change in cash and cash equivalents	67,178,786	(987,833)	66,190,953
CASH AND CASH EQUIVALENTS:			
Beginning of year	15,089,375	1,154,122	16,243,497
End of year	<u>\$ 82,268,161</u>	<u>\$ 166,289</u>	<u>\$ 82,434,450</u>
RECONCILIATION TO STATEMENT OF NET POSITION:			
Cash and investments	\$ 14,733,583	\$ 18,673	\$ 14,752,256
Restricted cash and investments	-	147,616	147,616
Restricted cash and investments with fiscal agent	67,534,578	-	\$ 67,534,578
Total cash and cash equivalents	\$ 82,268,161	\$ 166,289	\$ 82,434,450

See accompanying Notes to the Basic Financial Statements.

City of Beaumont
Statement of Cash Flows (Continued)
Proprietary Funds
For the Year Ended June 30, 2019

	Business-type Activities - Enterprise Funds		Total
	Sewer Fund	Transit Fund	
RECONCILIATION OF OPERATING (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:			
Operating (loss)	\$ (3,436,817)	\$ (3,169,641)	\$ (6,606,458)
Adjustments to reconcile operating (loss) to net cash provided by (used in) operating activities:			
Depreciation	7,005,273	507,920	7,513,193
Changes in current assets, deferred outflows of resources, liabilities, and deferred inflows of resources:			
Accounts receivable	(1,499,539)	(2,408)	(1,501,947)
Inventories	(6,041)	(5,998)	(12,039)
Pension-related deferred outflows of resources	15,757	33,090	48,847
Accounts payable and accrued liabilities	5,786,814	34,294	5,821,108
Salaries payable and related liabilities	(5,184)	(35,129)	(40,313)
Unearned revenue	4,302,139	(50,423)	4,251,716
Compensated absences	28,306	(24,007)	4,299
Aggregate net pension liability	(13,495)	(28,340)	(41,835)
Pension-related deferred inflows of resources	15,590	32,739	48,329
Total adjustments	<u>15,629,620</u>	<u>461,738</u>	<u>16,091,358</u>
Net cash provided by (used in) operating activities	<u>\$ 12,192,803</u>	<u>\$ (2,707,903)</u>	<u>\$ 9,484,900</u>

See accompanying Notes to the Basic Financial Statements.

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

Fiduciary Fund Financial Statements

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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FIDUCIARY FUND FINANCIAL STATEMENTS

Agency Funds - To account for collections received from special assessment districts and their disbursement to bondholders.

Private Purpose Trust Funds - To account for donations received and held by the City of Beaumont as an agent for individuals, developers, private organizations and other governmental agencies and to account for activities of the Successor Agency to the dissolved Beaumont Redevelopment Agency.

City of Beaumont
Statement of Fiduciary Net Position
Fiduciary Funds
June 30, 2019

	Agency	Successor Agency to the Beaumont Redevelopment Agency
ASSETS		
Cash and investments	\$ 19,116,749	\$ 175
Restricted cash and investments with fiscal agent	11,706,744	-
Capital assets, net	-	21,827
Total assets	\$ 30,823,493	\$ 22,002
LIABILITIES AND NET POSITION		
Liabilities:		
Deposits payable	\$ 40,757	-
Due to bondholders	30,782,736	-
Total liabilities	\$ 30,823,493	-
Deferred Inflows of Resources:		
Unavailable revenue		-
Total deferred inflows of resources		-
Net Position Held in Trust for Successor Agency		\$ 22,002

See accompanying Notes to the Basic Financial Statements.

City of Beaumont
Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Year Ended June 30, 2019

Successor Agency
to the Beaumont
Redevelopment
Agency

DEDUCTIONS:

Enforceable obligations	\$ 19,771
Total deductions	<u>19,771</u>
Change in net position	(19,771)

NET POSITION:

Beginning of year	41,773
End of year	<u>\$ 22,002</u>

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

Notes to the Basic Financial Statements

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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City of Beaumont
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City of Beaumont
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City of Beaumont
Notes to the Basic Financial Statements
For the Year Ended June 30, 2019

Note 1 – Reporting Entity and Summary of Significant Accounting Policies

The basic financial statements of the City of Beaumont, California (the “City”) have been prepared in conformity with accounting principles generally accepted of the United States of America (“US GAAP”) as applied to governmental agencies. The Governmental Accounting Standards Board (“GASB”) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the City’s accounting policies are described below.

A. Reporting Entity

The City was incorporated November 18, 1912 under the general laws of the State of California. The City operates under a Council-Manager form of government and provides basic local governmental services including public safety (police and fire), maintenance and construction of public improvements, cultural, recreation, planning, zoning, transportation, sewer and general administration.

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The primary criteria for including a potential component unit within the reporting entity are the governing body’s financial accountability and a financial benefit or burden relationship and whether it is misleading to exclude. A primary government is financially accountable and shares a financial benefit or burden relationship if it appoints a voting majority of an organization’s governing body and it is able to impose its will on the organization, or if there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the primary government. A primary government may also be financially accountable if an organization is fiscally dependent on the primary government regardless of whether the organization has a separately elected governing board, a governing board appointed by a higher level of government, or a jointly appointed board, and there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the primary government.

Blended Component Units

The financial reporting entity consists of the primary government, the City, and its component units. In addition, component units can be other organizations for which the primary government is accountable and their exclusion would cause the reporting entity’s financial statements to be misleading or incomplete.

Blended component units, although legally separate entities, are, in substance part of the government’s operation and so data from these units are combined with data of the primary government.

Although the following are legally separate from the City, they have been “blended” as though they are part of the City because the component unit’s governing body is substantially the same as the City’s and there is a financial benefit or burden relationship between the City and the component unit; management of the City has operational responsibilities for the component units; and/or the component units provide services entirely, or almost entirely, to the City or otherwise exclusively, or almost exclusively, benefits the City, even though it does not provide services directly to it.

The following specific criteria were used in determining the status of the component unit:

- Members of the City Council also act as the governing body of the component unit.
- The City and the component unit are financially interdependent.
- The component unit is managed by employees of the City. A portion of the City’s salary and overhead expenses is billed to the component unit each year.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

A. Reporting Entity (Continued)

Blended Component Units (Continued)

Beaumont Financing Authority

The Beaumont Financing Authority (the “BFA”) was founded by the execution of a joint exercise of powers agreement dated April 1, 1993, by the City of Beaumont and the former Beaumont Redevelopment Agency. The BFA is authorized to issue revenue bonds to be repaid from the proceeds of public obligations and to provide financing and refinancing for public capital improvements of public entities, including the City, the former Redevelopment Agency, and the Community Facilities Districts. The City Council of the City of Beaumont serves as the governing board for the BFA and the City has fiduciary responsibility for the BFA. The BFA exclusively benefits the City. Transactions are reported in the Beaumont Financing Authority Debt Service fund. There are no separate financial statements available.

Beaumont Utility Authority

The Beaumont Utility Authority (the “BUA”) was established on May 15, 2001 by a joint powers agreement between the City of Beaumont and the former Beaumont Redevelopment Agency. The BUA was created to provide a binding framework for the relationship between the City’s utility enterprise fund and the City’s general fund, to address possible impacts of Proposition 218, and to provide greater fiscal strength for the City’s fund. The City Council serves as the governing board for the BUA and the City has operational responsibility for the BUA. Transactions are reported in an enterprise fund. There are no separate financial statements available.

Beaumont Parking Authority

The Beaumont Parking Authority (the “BPA”) was established on May 1, 2018 by the City of Beaumont City Council through resolution 2018-12 that declared a need for a parking authority in the city. The BPA was created to establish the Beaumont Public Improvement Authority through a joint powers agreement. The City Council serves as the governing board for the BPA and the City has operational responsibility for the BPA. There was no financial activity for the BPA during the fiscal year ending June 30, 2018.

Beaumont Public Improvement Authority

The Beaumont Public Improvement Authority (the “BPIA”) was established on May 15, 2018 by a joint powers agreement between the City of Beaumont and the Beaumont Parking Authority. The BPIA is authorized to issue revenue bonds to be repaid from the proceeds of wastewater services and to provide financing and refinancing for public capital improvements of the City’s wastewater system. The City Council serves as the governing board for the BPIA and the City has operational responsibility for the BPIA. There was no financial activity for the BPIA since inception through the fiscal year ending June 30, 2019.

B. Basis of Accounting and Measurement Focus

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures, or expenses as appropriate.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Government resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

The Statement of Net Position reports separate sections for Deferred Outflows of Resources, and Deferred Inflows of Resources, when applicable.

Deferred Outflows of Resources represent outflows of resources (consumption of net position) that apply to future periods and therefore, will not be recognized as an expense until that time.

Deferred Inflows of Resources represent inflows of resources (acquisition of net position) that apply to future periods and therefore, are not recognized as revenue until that time.

Government–Wide Financial Statements

The City’s government-wide financial statements include a statement of net position and a statement of activities. These statements present summaries of governmental and business-type activities for the City accompanied by a total column. Fiduciary activities of the City are not included in the government-wide financial statements.

These financial statements are presented on an “*economic resources*” measurement focus and the accrual basis of accounting. Accordingly, all of the City’s assets and liabilities, including capital assets, as well as infrastructure assets, and long-term liabilities, are included in the accompanying statement of net position. The statement of activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Certain types of transactions are reported as program revenues within three categories in the statement of activities:

- Charges for services
- Operating grants and contributions
- Capital grants and contributions

Certain eliminations have been made in regards to interfund activities, payables and receivables. All internal balances in the statement of net position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. However, those transactions between governmental and business-type activities have not been eliminated. The following interfund activities have been eliminated:

- Due from/to other funds
- Transfers in/out

Governmental Fund Financial Statements

Governmental fund financial statements include a balance sheet and a statement of revenues, expenditures and changes in fund balances for all major governmental funds and non-major funds aggregated. An accompanying schedule is presented to reconcile and explain the differences between fund balance as presented in these statements to the net position presented in the government-wide financial statements. The City has presented all major funds that meet the applicable criteria.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Governmental Fund Financial Statements (Continued)

All governmental funds are accounted for on a spending or “*current financial resources*” measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the balance sheet. The statement of revenues, expenditures and changes in fund balances present increases (revenue and other financing sources) and decreases (expenditures and other financing uses) in fund balances. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period. The primary revenue sources, which have been treated as susceptible to accrual by the City, are property tax, sales tax, intergovernmental revenues and other taxes. Expenditures are recorded in the accounting period in which the related fund liability is incurred.

Revenues are recognized as soon as they are both “measurable” and “available”. Revenues are considered to be available when they are collectible within the current period as soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Governmental funds of the City are outlined below:

General Fund – This fund accounts for all revenues and expenditures to finance the traditional services associated with a municipal government which are not accounted for in the other funds. In the City, these services include general government, public safety, public works, community development, community service, and refuse.

Community Facilities Districts (CFD) Special Revenue Fund - This fund is used to account for bond and annual tax assessments proceeds to be used for the construction and implementation of off-site infrastructure improvements. In addition, the Fund accounts for services and administration assessments received annually.

Community Facilities Districts (CFD) Capital Projects Fund - This fund is used to account for bond and annual tax assessments proceeds to be used for the construction and implementation of off-site infrastructure improvements. In addition, the Fund accounts for services and administration assessments received annually.

General Capital Projects Fund - This fund is used to account for financial resources to be used for acquisition, construction and improvement of the city's major capital facilities.

Development Impact Fees (DIF) Capital Projects Fund - This fund is used to account for the receipt and expenditure of mitigation fees on specified capital projects.

Beaumont Financing Authority Debt Service Fund - This fund is authorized to borrow money for the purpose of financing the acquisition of bonds, notes and other obligations of, or for the purpose of making loans to the City and/or to refinance outstanding obligations of the City.

Other Governmental Funds – Other Governmental Funds is the aggregate of all the non-major governmental funds.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Proprietary Fund Financial Statements

Proprietary fund financial statements include a statement of net position, a statement of revenues, expenses and changes in net position, and a statement of cash flows for each major proprietary fund.

Proprietary funds are accounted for using the "*economic resources*" measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the statement of net position. The statement of revenues, expenses and changes in net position presents increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. In these funds, receivables have been recorded as revenue and provisions have been made for uncollectible amounts.

Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. All other revenues are reported as non-operating revenues. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as non-operating expenses.

Proprietary funds of the City are outlined below:

Sewer Fund – This fund was established to receive and disburse funds collected through sewer services charge fees and sewer facilities charges. These funds are used for the operation and maintenance of sewer disposal facilities and the financing of construction outlet sewers.

Transit Fund – The Transit Fund is intended to show the financial position and the operation and maintenance of the City's fixed route and dial-a-ride transit systems.

Fiduciary Fund Financial Statements

Fiduciary fund financial statements include a statement of fiduciary net position and a statement of changes in fiduciary net position. The City has two types of fiduciary funds. They are the private purpose trust funds and agency funds.

The private purpose trust funds account for activities of the Successor Agency to the Beaumont Redevelopment Agency (the "Successor Agency").

The agency funds are purely custodial in nature (assets equal liabilities) and, thus, do not involve measurement of results of operations. Trust funds, such as the Successor Agency to the Redevelopment Agency, use the flow of economic resources measurement focus and the accrual basis of accounting.

C. Cash, Cash Equivalents and Investments

The City pools its available cash for investment purposes. The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturity of three months or less from the date of acquisition. Cash and cash equivalents are combined with investments and displayed as Cash and Investments.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

C. Cash, Cash Equivalents and Investments (Continued)

Highly liquid market investments with maturities of one year or less at time of purchase are stated at amortized cost. All other investments are stated at fair value. Market value is used as fair value for those securities for which market quotations are readily available.

The City follows the practice of pooling cash and investments of all funds, except for funds required to be held by fiscal agents under the provisions of bond indentures. Interest income earned on pooled cash and investments is allocated on an accounting period basis to the various funds based on the period-end cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

The City participates in an investment pool managed by the State of California titled *Local Agency Investment Fund* (LAIF) which has invested a portion of the pool funds in structured notes and asset-backed securities. LAIF's investments are subject to credit risk with the full faith and credit of the State of California collateralizing these investments. In addition, these structured notes and asset-backed securities are subject to market risk as to change in interest rates.

D. Restricted Cash and Investments

Certain restricted cash and investments are held 1) held for transit related activities or 2) by a fiscal agent for the redemption of bonded debt and for acquisition and construction of capital projects.

E. Capital Assets

Capital assets are valued at historical cost or estimated historical cost if actual historical cost was not available. Capital assets donated, or contributed by developers, are valued at their estimated fair value on the date donated or transferred to the City. City policy has set the capitalization threshold for reporting capital assets at \$5,000. Depreciation is recorded on a straight-line basis over estimated useful lives of the assets as follows:

	Years
Buildings	30
Infrastructure	35 - 120
Machinery and equipment	3 - 5
Furniture and fixtures	3 - 5
Vehicles	3
Computer equipment	3

The City defines infrastructure as the basic physical assets that allow the City to function. The infrastructure assets include streets (including bridges, streetlights, sidewalks, culverts and curbs), sewer system (including plant, collection systems, drains, lift stations), and park lands. Each major infrastructure system can be divided into subsystems. For example, the street system can be subdivided into pavement, curb and gutters, sidewalks, medians, streetlights, landscaping and land. These subsystems were not delineated in the basic financial statements. The appropriate operating department maintains information regarding the subsystems. Interest accrued during capital assets construction, if any, is capitalized for the business-type and proprietary funds as part of the asset cost.

For all infrastructure systems, the City elected to use the Basic Approach for infrastructure reporting.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

F. Long-Term Debt

Government-Wide Financial Statements

Long-term debt and other financial obligations are reported as liabilities in the appropriate funds.

Bond premiums and discounts, as well as insurance premiums paid to bond insurers, are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable premium or discount. Issuance costs are expensed in the period when incurred.

Fund Financial Statements

The fund financial statements do not present long-term assets or liabilities. These amounts are shown in the reconciliation of the governmental funds balance sheet to the government-wide statement of net position.

G. Compensated Absences

Government-Wide Financial Statements

City employees have vested interest in varying levels of vacation and sick leave based on their length of employment and related bargaining unit. Vacation leave is payable to employees at the time a vacation is taken or upon termination of employment. Vacation leave balance accruals are capped at two the employee's annual accrual rate. Sick leave is payable only when an employee is unable to work due to personal or family illness or at separation from employment at different levels depending on the length of employment and the bargaining unit. There is no cap on the amount of sick leave that can be accrued but there is a cap on the amount that can be cashed out upon termination. Employees with less than five years of employment do not have vested privilege on sick leave and their sick leave is forfeited upon termination. The amount of compensated absences is accrued when incurred in the government-wide financial statements.

Fund Financial Statements

In governmental funds, compensated absences are recorded as expenditures in the years paid. It is the City's policy to liquidate unpaid compensated absences from future resources, rather than currently available financial resources. When an employee is terminated at fiscal year end, the amount of his or her reimbursable unused vacation and/or sick leave is recorded as a liability in the governmental funds. In proprietary funds, compensated absences are expensed to the various funds in the period they are earned, and such fund's share of the unpaid liability is recorded as a long-term liability of the fund.

H. Pensions

The City contracts with the California Public Employees' Retirement System (CalPERS) to provide a defined benefit pension plan for its employees and retirees. For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources, and pension expense, information about the fiduciary net position of the plans and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by the plans (Note 10). For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

H. Pensions (Continued)

The following timeframes are used for pension plan reporting:

CalPERS:

Valuation Date	6/30/2017
Measurement Date	6/30/2018
Measurement Period:	July 1, 2017 to June 30, 2018

Gains and losses related to changes in CalPERS estimates and assumption for determining the total pension liability and fiduciary net position are recognized in pension expense systematically over time. The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources and are recognized in future pension expense. The amortization period differs depending on the source of the gain or loss. The difference between projected and actual earnings is amortized straight-line over 5 years. All other amounts are amortized straight-line over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period.

I. Property Taxes

Property taxes are levied on January 1 and are payable in two installments: November 1 and February 1 of each year. Property taxes become delinquent on December 10 and April 10, for the first and second installments, respectively. The lien date is March 1. The County of Riverside, California (County) bills and collects the property taxes and remits them to the City according to a payment schedule established by the County. City property tax revenues are recognized when received in cash except at year end when they are accrued pursuant to the modified accrual basis of accounting. The City recognizes as revenues at June 30 available taxes or those collected within 60 days.

The County is permitted by State law to levy taxes at 1% of full market value (at time of purchase) and can increase the property tax rate no more than 2% per year. The City receives a share of this basic levy proportionate to what it received during the years 1976 to 1978.

J. Net Position

For government-wide and proprietary fund financial statements, net position is categorized as follows:

Net Investment in Capital Assets – This component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of debt that are attributable to the acquisition, construction, or improvement of those assets.

Restricted – This component of net position consists of restricted assets reduced by liabilities and deferred inflows of resources related to those assets.

Unrestricted – This component of net position is the amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

When expenses are incurred for purposes for which both restricted and unrestricted net position is available, the City's policy is to apply restricted net position first.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

K. Fund Balances

For governmental fund financial statements, fund balances are categorized as follows:

Nonspendable – Items that cannot be spent because they are not in spendable form, such as prepaid items and inventories and long term receivables, or items that are legally or contractually required to be maintained intact, such as principal of an endowment or revolving loan funds

Restricted – Restricted fund balances encompass the portion of net fund resources subject to externally enforceable legal restrictions. This includes externally imposed restrictions by creditors, such as through debt covenants, grantors, contributors, laws or regulations of other governments, as well as restrictions imposed by law through constitutional provisions or enabling legislation.

Committed – Committed fund balances encompass the portion of net fund resources, the use of which is constrained by limitations imposed by the formal action of the government’s highest level of decision making authority normally through resolutions, etc., and that remain binding unless rescinded or modified in the same manner. The City Council is considered the highest authority for the City.

Assigned – Assigned fund balances encompass the portion of net fund balance reflecting the government’s intended use of resources. Assignment of resources can be done by the highest level of decision making or by a committee or official designated for that purpose. On April 5, 2016, the City Council adopted the financial management policies that includes a fund balance policy authorizing the City Manager to make these determination.

Unassigned – This amount is for any portion of the fund balances that do not fall into one of the above categories. The General Fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds, it is not appropriate to report a positive unassigned fund balance amount. However, in governmental funds other than the General Fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed or assigned for those purposes, it may be necessary to report negative unassigned fund balance in that particular fund.

When expenditures are incurred for purposes for which both restricted and unrestricted fund balances are available, the City’s policy is to apply restricted fund balances first, then unrestricted fund balances as they are needed.

When expenditures are incurred for purposes where only unrestricted fund balances are available, the City uses the unrestricted resources in the following order: committed, assigned, and unassigned.

L. Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosure. Accordingly, actual results could differ from those estimates.

M. Fair Value Measurement

U.S. GAAP defines fair value, establishes a framework for measuring fair value and establishes disclosures about fair value measurement. Investments, unless otherwise specified, recorded at fair value in the Statements of Net Position, are categorized based upon the level of judgment associated with the inputs used to measure their fair value. Levels of inputs are as follows:

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

M. Fair Value Measurement (Continued)

Level 1 – Inputs are unadjusted, quoted prices for identical assets and liabilities in active markets at the measurement date.

Level 2 – Inputs, other than quoted prices included in Level 1, that are observable for the assets or liabilities through corroboration with market data at the measurement date.

Level 3 – Unobservable inputs that reflect management’s best estimate of what market participants would use in pricing the assets or liabilities at the measurement date.

N. New Governmental Accounting Standards Implemented for the Year Ended June 30, 2019

The requirements of the following accounting standards are effective for the purpose of implementation, if applicable to the City, for the year ended June 30, 2019. The financial statements included herein apply the requirements and provisions of these statements, including necessary retroactive adjustments to financial statement classifications and presentations.

GASB Statement No. 83

In November 2016, GASB issued Statement No. 83, Certain Asset Retirement Obligations. This Statement establishes criteria for determining the timing and pattern of recognition of a liability and a corresponding deferred outflow of resources for asset retirement obligations (ARO). This Statement requires that recognition occur when the liability is both incurred and reasonably estimable. The determination of when the liability is incurred should be based on the occurrence of external laws, regulations, contracts, or court judgments, together with the occurrence of an internal event that obligates a government to perform asset retirement activities. Laws and regulations may require governments to take specific actions to retire certain tangible capital assets at the end of the useful lives of those capital assets, such as decommissioning nuclear reactors and dismantling and removing sewage treatment plants. Other obligations to retire tangible capital assets may arise from contracts or court judgments. Internal obligating events include the occurrence of contamination, placing into operation a tangible capital asset that is required to be retired, abandoning a tangible capital asset before it is placed into operation, or acquiring a tangible capital asset that has an existing ARO. Application of this statement is effective for the City’s fiscal year ending June 30, 2019. This pronouncement did not have a material effect on the financial statements of the City.

GASB Statement No. 88

In April 2018, GASB issued Statement No. 88, Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements. This Statement is to improve the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements. It also clarifies which liabilities governments should include when disclosing information related to debt. The statement also defines debt for purposes of disclosure in notes to financial statements as a liability that arises from a contractual obligation to pay cash (or other assets that may be used in lieu of cash) in one or more payments to settle an amount that is fixed at the date the contractual obligation is established. In addition the statement requires that additional essential information related to debt be disclosed in notes to financial statements, including unused lines of credit; assets pledged as collateral for the debt; and terms specified in debt agreements related to significant events of default with finance-related consequences, significant termination events with finance-related consequences, and significant subjective acceleration clauses. This pronouncement did not have a material effect on the financial statements of the City.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

O. Upcoming Governmental Accounting Standards Implementation

The City is currently analyzing its accounting practices to determine the potential impact on the financial statements for the following GASB statements:

GASB Statement No. 84

In January 2017, GASB issued Statement No. 84, Fiduciary Activities. This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities. Application of this statement is effective for the City's fiscal year ending June 30, 2020.

GASB Statement No. 87

In June 2017, GASB issued Statement No. 87, Leases. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. Application of this statement is effective for the City's fiscal year ending June 30, 2021.

GASB Statement No. 89

In June 2018, GASB issued Statement No. 89, Accounting for Interest Cost Incurred before the End of a Construction Period. This Statement establishes accounting requirements for interest cost incurred before the end of a construction period. Such interest cost includes all interest that previously was accounted for in accordance with the requirements of paragraphs 5–22 of Statement No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements, which are superseded by this Statement. This Statement requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus. As a result, interest cost incurred before the end of a construction period will not be included in the historical cost of a capital asset reported in a business-type activity or enterprise fund. Application of this statement is effective for the City's fiscal year ending June 30, 2021.

GASB Statement No. 90

In August 2018, GASB issued Statement No. 90, Majority Equity Interests— An Amendment of GASB Statements No. 14 and No. 61. This Statement improves the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. It defines a majority equity interest and specifies that a majority equity interest in a legally separate organization should be reported as an investment if a government's holding of the equity interest meets the definition of an investment. A majority equity interest that meets the definition of an investment should be measured using the equity method, unless it is held by a special-purpose government engaged only in fiduciary activities, a fiduciary fund, or an endowment (including permanent and term endowments) or permanent fund. Those governments and funds should measure the majority equity interest at fair value. Application of this statement is effective for the City's fiscal year ending June 30, 2020.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

O. Upcoming Governmental Accounting Standards Implementation (Continued)

GASB Statement No. 91

In May 2019, GASB issued Statement No. 91, Conduit Debt Obligations. The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures. Application of this statement is effective for the SEJPA’s fiscal year ending June 30, 2022.

Note 2 – Cash and Investments

A. Cash Deposits

The following is a summary of pooled cash and investments and restricted cash and investments at June 30, 2019:

	Primary Government			Fiduciary Funds	Total
	Governmental Activities	Business-type Activities	Total		
Cash and investments	\$ 73,004,507	\$ 14,752,256	\$ 87,756,763	\$ 19,116,924	\$ 106,873,687
Restricted cash and investments	-	147,616	147,616	-	147,616
Restricted cash and investments with fiscal agent	9,491,390	67,534,578	77,025,968	11,706,744	88,732,712
Restricted investments in CFDs	88,499,034	-	88,499,034	-	88,499,034
Total	\$ 170,994,931	\$ 82,434,450	\$ 253,429,381	\$ 30,823,668	\$ 284,253,049

Cash, cash equivalents, and investments, consisted of the following at June 30, 2019:

Cash and cash equivalents:	
Petty cash	\$ 4,752
Demand deposits	62,885,408
Cash with fiscal agent	68,254,346
Subtotal	131,144,506
Investments:	
Certificate of Deposit	200,378
Local Agency Investment Fund	36,251,338
Money market funds	27,377,793
Guaranteed investment contract	780,000
Restricted investments in CFDs	88,499,034
Subtotal	153,108,543
Total	\$ 284,253,049

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 2 – Cash and Investments (Continued)

A. Cash Deposits (Continued)

At June 30, 2019, cash and investments, are reported at fair value based on quoted market prices. The following table represents the fair value measurements of investments recognized in the accompanying Statement of Net Position measured at on a recurring basis and the level within the fair value hierarchy in which the fair value measurements fall at June 30, 2019:

<u>Investment Type</u>	<u>Total as of June 30, 2019</u>	<u>Measurement Inputs</u>	<u>Valuation Technique</u>
Investments:			
Certificate of Deposit	\$ 200,378	Uncategorized	N/A
Local Agency Investment Fund	36,251,338	Uncategorized	N/A
Money market funds	27,377,793	Uncategorized	N/A
Guaranteed investment contract	780,000	Uncategorized	N/A
Restricted investments in CFDs	88,499,034	Uncategorized	N/A
Total	\$ 153,108,543		

The carrying amount of the City’s demand deposits are \$62,885,408 at June 30, 2019. Bank balances were \$63,200,266 at that date; the total amount is collateralized or insured with securities held by the pledging financial institutions in the City’s name is discussed below.

The California Government Code requires California banks and savings and loan associations to secure the City’s cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the City's name.

The market value of pledged securities must equal at least 110% of the City's cash deposits. California law also allows institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the City’s total cash deposits. The City may waive collateral requirements for cash deposits; however, the City has not waived the collateralization requirements.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 2 – Cash and Investments (Continued)

B. Investments

Investments Authorized by the California Government Code and the City’s Investment Policy

The table below identifies the investment types that are authorized for the City by the California Government Code (or the City’s investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the City’s investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of bond proceeds held by the City’s bond trustee (fiscal agent) which is described below.

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Local Agency Investment Fund (LAIF)	N/A	100%	\$50 million
Negotiable Certificates of Deposits	5 years	100%	None
Mutual Funds	N/A	100%	None
Money Market Funds	N/A	100%	None
Guaranteed Investment Contracts	N/A	100%	None
Government Securities Mutual Funds	N/A	20%	None
Local Obligation Bonds*	5 Years	None	None

*Limited to 5 years, except permits investment in variable rate demand obligations that are City obligations up to 10 year maturity, as allowed under IRS and SEC rulings.

Investments Authorized by Debt Agreements

Investments of bond proceeds held by the City’s bond trustee are governed by provisions of the related debt agreement rather than the general provisions of the California Government Code or the City’s investment policy. The table below identifies certain provisions of these debt agreements that address interest rate risk, credit risk, and concentration of credit risk.

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Local Agency Investment Fund (LAIF)	N/A	None	None
Negotiable Certificates of Deposits	None	None	None
Money Market Mutual Funds	N/A	None	None
Guaranteed Investment Contracts	None	None	None
Community Facilities District Bonds	None	None	None
U.S. Treasury Obligations	None	None	None
U.S. Agency Obligations	None	None	None
Municipal Obligations	None	None	None
Banker's Acceptances, Prime Quality	360 days	None	None
Commercial Paper, Prime Quality	270 days	None	None

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 2 – Cash and Investments (Continued)

C. External Investment Pool

The City is a participant in LAIF, which is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The City's investments in LAIF at June 30, 2019 included a portion of pool funds invested in Structure Notes and Asset-Backed Securities:

Structured Notes are debt securities (other than asset-backed securities) whose cash-flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or that have embedded forwards or options.

Asset-Backed Securities, the bulk of which are mortgage-backed securities, entitle their purchasers to receive a share of the cash flows from pool of assets such as principal and interest repayments from a pool of mortgages (such as Collateralized Mortgage Obligations) or credit card receivables.

As of June 30, 2019, the City had \$36,251,338 invested in LAIF, which had invested 1.49% of the pool investment funds in Structured Notes and Asset-Backed Securities. LAIF determines fair value on its investment portfolio based on market quotations for those securities where market quotations are readily available and based on amortized cost or best estimate for those securities where market value is not readily available. The value of the City's position in the pool is the same as the value of the pool shares. The credit quality rating of LAIF is unrated as of June 30, 2019.

D. Investment in CFD Bonds

The Beaumont Financing Authority (BFA) issued Local Agency Revenue Bonds ("Authority Bonds") for investment in the City of Beaumont Community Facilities District (CFD) 93-1 Special Tax Bonds ("District Bonds"). The District Bonds are local obligation bonds secured solely by special assessments on property owners within the CFD. The Authority Bonds issued by the BFA are repaid solely by debt service payments made on the District Bonds to the BFA. The repayment schedules of the District Bonds, and interest thereon, to the BFA; are concurrent and sufficient to satisfy the debt service requirements of the respective Authority Bonds.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 2 – Cash and Investments (Continued)

E. Risk Disclosures

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity, the greater the sensitivity its fair value is to changes in market interest rates. As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy provides that final maturities of securities cannot exceed five years. Investments governed by the bond indentures may be longer. Maturities of investments vary and depend on liquidity needs of the City.

As of June 30, 2019, the City had the following investments and maturities:

	Amount	Maturities		
		1 year or less	1 - 5 years	More than 5 years
Investments:				
Certificate of Deposit	\$ 200,378	\$ 200,378	\$ -	\$ -
Local Agency Investment Fund	36,251,338	36,251,338	-	-
Money market funds	27,377,793	27,377,793	-	-
Guaranteed investment contract	780,000	-	-	780,000
Restricted investments in CFDs	88,499,034	3,565,000	15,360,000	69,574,034
Total	\$ 153,108,543	\$ 67,394,509	\$ 15,360,000	\$ 70,354,034

Credit Risk

Credit Risk is the risk of loss due to failure of the security issuer. The risk can be identified thru the rating assigned by a nationally recognized statistical rating organization to the issuers of securities. The City minimizes this risk by investing only in the type of investments allowed for municipalities by the Government Code as listed on the City's investment policy and investing only in instruments that are most credit worthy.

	Amount	Credit Quality Ratings	
		Moody's	Standard & Poor's
Investments:			
Certificate of Deposit	\$ 200,378	Not Rated	Not Rated
Local Agency Investment Fund	36,251,338	Not Rated	Not Rated
Money market funds	27,377,793	AA - AAA	AA - AAA
Guaranteed investment contract	780,000	Not Rated	Not Rated
Restricted investments in CFDs	88,499,034	Not Rated	Not Rated
Total	\$ 153,108,543		

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 2 – Cash and Investments (Continued)

E. Risk Disclosures (Continued)

Custodial Credit Risk

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. None of the City's investments were subject to custodial credit risk.

Concentration of Credit Risk

The investment policy of the City contains no limitations on the amount that can be invested in any one issuer beyond the amount stipulated by the California Government Code. City investments that are greater than 5 percent of the total investments are in either an external investment pool or mutual funds and are therefore exempt. The City's investment in CFDs is restricted and is secured by special assessments from property owners and a tax lien on the underlying property.

<u>Investment Type</u>	<u>Total as of June 30, 2019</u>	<u>Percentage of Investments</u>
Investments:		
Certificate of Deposit	\$ 200,378	0.13%
Local Agency Investment Fund	36,251,338	23.68%
Money market funds	27,377,793	17.88%
Guaranteed investment contract	780,000	0.51%
Restricted investments in CFDs	88,499,034	57.80%
Total	\$ 153,108,543	

Note 3 – Loans Receivable

A. Governmental Activities

For the year ended June 30, 2019, changes in the loan receivable of the City's loan program is as follows:

	<u>Balance July 1, 2018</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance June 30, 2019</u>
Loan receivable:				
Calimesa loan	\$ 215,904	\$ 4,730	\$ -	\$ 220,634
Total	<u>\$ 215,904</u>	<u>\$ 4,730</u>	<u>\$ -</u>	<u>\$ 220,634</u>

Calimesa Loan

The City entered into a loan agreement with City of Calimesa for the design and construction of portions of Cherry Valley Boulevard and Palmer Drive. The City of Calimesa will repay the loans within the next 20 years, plus simple interest annually at the rate paid by the Local Agency Investment Fund (LAIF) on January 1 of each year on the unpaid balance. The balance of the loan totaled \$220,634 at June 30, 2019. This balance includes interest of \$11,893 calculated at the LAIF rate of 1.20%.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 4 – Interfund Balances and Transactions

A. Transfers

Transfers in and out for the year ended June 30, 2019, were as follows:

<u>Transfers In</u>	<u>Transfers Out</u>	<u>Amount</u>	<u>Purpose</u>
General Fund	Transit Fund	18,906	Miscellaneous and grants
General Fund	Other Federal Grant Fund	406	Miscellaneous and grants
General Fund	Capital Projects Fund	43,728	Transfer expenditures to project
General Fund	State Gas Tax Fund	900,000	Streets maintenance cost
General Fund	COPS Grant Fund	60,000	Labor cost allocation
General Fund	CFD Special Revenue Fund	4,427,745	CFD - City maintenance/admin
	Subtotal	<u>5,450,785</u>	
General Capital Projects Fund	State Gas Tax Fund	55	Transfer expenditures to project
General Capital Projects Fund	General Fund	50,788	Capital projects
General Capital Projects Fund	SB1	43,535	Transfer expenditures to project
General Capital Projects Fund	Sales Tax Measure A	64,035	Transfer expenditures to project
General Capital Projects Fund	DIF Capital Project Fund	3,181,216	Capital projects
	Subtotal	<u>3,339,629</u>	
Other Special Revenue Fund	General Fund	541,889	Measure A transfer to new fund
SB1 Fund	State Gas Tax Fund	263,368	SB1 transfer to new fund
COPS Grant Fund	General Fund	21,695	Cadet True-Up
State Gas Tax Fund	Capital Projects	64,751	Transfer expenditures to project
	Subtotal	<u>891,703</u>	
Wastewater Fund	CFD Special Revenue Fund	3,500	Trustee fees
Wastewater Fund	Wastewater Capital Projects	219,942	Capital projects
Wastewater Fund	CFD Capital Projects Fund	3,357,095	Capital projects
	Subtotal	<u>3,580,537</u>	
Transit Fund	General Fund	322	Transfer of expenses
	Subtotal	<u>322</u>	
	Total	<u>\$ 13,262,976</u>	

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 5 – Capital Assets

A. Governmental Activities

Summary of changes in capital assets for governmental activities for the year ended June 30, 2019 is as follows:

	Balance July 1, 2018	Additions	Deletions	Balance June 30, 2019
Nondepreciable assets:				
Land	\$ 23,284,760	\$ 4,800,000	\$ -	\$ 28,084,760
Construction in progress	12,437,213	12,451,337	(1,178,986)	23,709,564
Total nondepreciable assets	35,721,973	17,251,337	(1,178,986)	51,794,324
Depreciable assets				
Building and improvements	16,394,771	3,395,270	-	19,790,041
Machinery and equipment	6,460,573	536,427	-	6,997,000
Vehicles	3,252,975	89,268	(205,000)	3,137,243
Infrastructure	414,959,273	1,583,800	-	416,543,073
Subtotal	441,067,592	5,604,765	(205,000)	446,467,357
Less accumulated depreciation				
Building and improvements	(9,334,759)	(332,346)	-	(9,667,105)
Machinery and equipment	(3,704,720)	(240,628)	-	(3,945,348)
Vehicles	(2,477,711)	(225,982)	205,000	(2,498,693)
Infrastructure	(206,492,874)	(4,382,757)	-	(210,875,631)
Subtotal	(222,010,064)	(5,181,713)	205,000	(226,986,777)
Total depreciable assets, net	219,057,528	423,052	-	219,480,580
Total	\$ 254,779,501	\$ 17,674,389	\$ (1,178,986)	\$ 271,274,904

Governmental activities depreciation expenses for capital assets for the year ended June 30, 2019 are as follows:

<u>Depreciation by function-GOVT</u>	
General government	15,050
Public safety	204,073
Public works	4,590,535
Community development	90,080
Community services	281,975
Total depreciation expense	\$ 5,181,713

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 5 – Capital Assets (Continued)

B. Business-Type Activities

Summary of changes in capital assets for business-type activities for the year ended June 30, 2019 is as follows:

	Balance July 1, 2018	Additions	Deletions	Balance June 30, 2019
Nondepreciable assets:				
Land	\$ 502,560	\$ 2,507,300	\$ -	\$ 3,009,860
Construction in progress	4,417,523	33,567,601	(5,290)	37,979,834
Total nondepreciable assets	4,920,083	36,074,901	(5,290)	40,989,694
Depreciable assets				
Building and improvements	621,548	-	-	621,548
Machinery and equipment	88,628,637	574,553	-	89,203,190
Vehicles	4,433,552	516,265	(383,409)	4,566,408
Infrastructure	133,820,513	3,676,047	-	137,496,560
Subtotal	227,504,250	4,766,865	(383,409)	231,887,706
Less accumulated depreciation				
Building and improvements	(430,627)	(48,295)	-	(478,922)
Machinery and equipment	(38,037,508)	(3,097,642)	-	(41,135,150)
Vehicles	(3,000,290)	(522,366)	383,409	(3,139,247)
Infrastructure	(66,446,114)	(3,844,890)	-	(70,291,004)
Subtotal	(107,914,539)	(7,513,193)	383,409	(115,044,323)
Total depreciable assets, net	119,589,711	(2,746,328)	-	116,843,383
Total	\$ 124,509,794	\$ 33,328,573	\$ (5,290)	\$ 157,833,077

Business-type activities depreciation expenses for capital assets for the year ended June 30, 2019 are as follows:

Sewer	\$ 7,005,273
Transit	507,920
Total depreciation expense	\$ 7,513,193

C. Fiduciary Fund Financial Statements

Summary of changes in capital assets for the City's Successor Agency for the year ended June 30, 2019 is as follows:

	Balance July 1, 2018	Additions	Deletions	Balance June 30, 2019
Nondepreciable assets:				
Land	\$ 21,827	\$ -	\$ -	\$ 21,827
Total nondepreciable assets	21,827	-	-	21,827
Total	\$ 21,827	\$ -	\$ -	\$ 21,827

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 6 – Long-Term Obligations

A. Governmental Activities

Summary of changes in long-term liabilities for the governmental activities for the year ended June 30, 2019 is as follows:

	Balance			Balance	Classification		
	July 1, 2018	Additions	Deletions		June 30, 2019	Due within One Year	Due in more than One Year
Governmental Activities:							
City							
AB 1484 Due Diligence Review	\$ 1,675,912	\$ -	\$ (300,000)	\$ 1,375,912	\$ 300,000	\$ 1,075,912	
Capital Leases	186,483	167,456	(56,697)	297,242	98,520	198,722	
Beaumont Public Financing Authority							
1994 Revenue Bonds, Series A	3,356,186	-	(326,186)	3,030,000	\$ 500,000	\$ 2,530,000	
2007 Revenue Bonds, Series A	3,985,000	-	(205,000)	3,780,000	220,000	3,560,000	
2007 Revenue Bonds, Series C & D	3,410,000	-	(140,000)	3,270,000	155,000	3,115,000	
2011 Revenue Bonds, Series A & B	12,070,000	-	(60,000)	12,010,000	100,000	11,910,000	
2012 Revenue Bonds, Series A	5,640,000	-	(20,000)	5,620,000	30,000	5,590,000	
2012 Revenue Bonds, Series B	3,100,000	-	(70,000)	3,030,000	85,000	2,945,000	
2012 Revenue Bonds, Series C	3,470,000	-	(70,000)	3,400,000	65,000	3,335,000	
2013 Revenue Bonds, Series A	6,830,000	-	(355,000)	6,475,000	440,000	6,035,000	
2013 Refunding Revenue Bonds, Series B	9,505,000	-	(460,000)	9,045,000	390,000	8,655,000	
2015 Refunding Revenue Bonds, Series A	10,445,000	-	(220,000)	10,225,000	230,000	9,995,000	
2015 Refunding Revenue Bonds, Series B	18,365,000	-	(780,000)	17,585,000	790,000	16,795,000	
2015 Refunding Revenue Bonds, Series C	4,735,000	-	(250,000)	4,485,000	225,000	4,260,000	
2015 Refunding Revenue Bonds, Series D	6,970,000	-	(320,000)	6,650,000	335,000	6,315,000	
Total Revenue Bonds	91,881,186	-	(3,276,186)	88,605,000	3,565,000	85,040,000	
Total governmental activities	\$ 93,743,581	\$ 167,456	\$ (3,632,883)	\$ 90,278,154	\$ 3,963,520	\$ 86,314,634	

AB 1484 Due Diligence Review

The City has entered into an agreement with the State of California, Department of Finance (State) to pay an outstanding amount due from the State's Due Diligence Review. The original amount due was \$2,875,912, and the outstanding balance at June 30, 2019 is \$1,375,912. The agreement calls for annual payments of \$300,000 through July 15, 2022, with a final payment of \$175,912 due on July 15, 2023. The City will utilize "residual" pass-through payments received by the City's General Fund to pay this debt of the former Redevelopment Agency. There is no interest charged by the State.

The annual debt service requirements are as follows:

Year Ending	Total
June 30,	
2020	\$ 300,000
2021	300,000
2022	300,000
2023	300,000
2024	175,912
Total	\$ 1,375,912

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 6 – Long-Term Obligations (Continued)

A. Governmental Activities (Continued)

Capital Lease

The City has entered into several lease agreements for the financing of public works vehicles, police vehicles, and equipment. These lease agreements qualify as capital leases for accounting purposes and, therefore, have been recorded at the present value of future minimum lease payments as of the date of inception.

The annual debt service requirements for the capital leases payable outstanding at June 30, 2019 are as follows:

Year Ending June 30,	Principal	Interest	Total
2020	\$ 98,520	\$ 52,686	\$ 151,206
2021	83,130	49,000	132,130
2022	78,584	46,094	124,678
2023	37,008	37,270	74,278
Total	<u>\$ 297,242</u>	<u>\$ 185,050</u>	<u>\$ 482,292</u>

The City entered into capital lease-purchase agreements whereby the lessor acquired certain capital assets and leased them to the City with the option to purchase. The leased assets are included in capital assets and are summarized by major asset class below:

	Amount
Vehicles	\$ 266,672
Less: accumulated depreciation	(85,676)
Total	<u>\$ 180,996</u>

Revenue Bonds

Local Revenue Bonds – 1994

On January 15, 1994, the BFA issued \$7,535,000 of 1994 Local Agency Revenue Bonds – Series A and \$2,755,000 of 1994 Local Agency Revenue Bonds – Series B (the “Authority Bonds”) for the purpose of acquiring the concurrently issued City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds, 1994 Series A (the “District Bonds”) in the amount of \$9,260,000. Proceeds from the Authority Bonds were used to purchase the District bonds. The bonds were issued to provide the District with funds to design or acquire certain public improvements relating to the District, including water treatment plant facilities and infrastructure.

The Authority Bonds are payable from and secured by repayment of the District Bonds. Interest was payable on September 1, 1994, and semiannually thereafter on March 1 and September 1 of each year until maturity. Series A Authority Bonds are 7.0% term bonds due September 1, 2023, with sinking payments to be made beginning September 1, 2004. Series B Authority Bonds consist of \$365,000 serial bonds maturing annually in amounts between \$65,000 and \$80,000 from September 1, 1999 through September 1, 2003. Thereafter, \$2,390,000 of 7.5% term bonds are due September 1, 2023, with sinking payments to be made beginning September 1, 2004.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 6 – Long-Term Obligations (Continued)

A. Governmental Activities (Continued)

Revenue Bonds (Continued)

Local Revenue Bonds – 1994 (Continued)

Neither the Authority Bonds nor the District Bonds are general obligations of the City nor any other political subdivision and the full faith and credit of the City is not pledged for repayment thereof. The outstanding indebtedness at June 30, 2019, on the Series A Bonds was \$3,030,000.

The District Bonds do not constitute an obligation of the City and the City is not obligated to make payment beyond the special taxes and available bond reserves, therefore these bonds have not been reflected as long-term liabilities in the accompanying financial statements.

Local Agency Revenue Bonds – 2007 Series A

On January 18, 2007, the BFA issued \$21,175,000 of 2007 Local Agency Revenue Bonds, Series A (the “Authority Bonds”) for the purpose of refunding the Beaumont Financing Authority 2000 Local Agency Revenue Bonds, Series A, the Beaumont Financing Authority 1994 Local Agency Revenue Bonds, Series A and B, and acquiring the City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds (“District Bonds”) in the amount of \$4,910,884.

These bonds were issued to provide the District with funds to finance public infrastructure relating to respective improvements areas, fund interest on the bonds, pay expenses relating to the issuance of the bonds and fund a reserve account.

The Authority Bonds are payable from and secured by repayment of the District Bonds. Interest is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2007 until maturity or earlier redemption. The Bonds consist of \$8,860,000 serial bonds maturing annually in amounts between \$250,000 and \$780,000 from September 1, 2007 through September 1, 2021 with interest rates between 3.500% and 4.250%. Thereafter, \$4,425,000 of 4.500% term bonds are due September 1, 2026, with sinking payments to be made beginning September 1, 2022, \$6,785,000 of 4.500% term bonds are due September 1, 2032, with sinking payments to be made beginning September 1, 2027 and \$1,105,000 of 4.625% term bonds are due September 1, 2037, with sinking payments to be made beginning September 1, 2033.

Neither the Authority Bonds nor the District Bonds are general obligations of the City nor any other political subdivision and the full faith and credit of the City is not pledged for repayment thereof. The outstanding indebtedness at June 30, 2019 was \$3,780,000. The 2007 Series A Authority Bonds were partially called and defeased by the District’s issuance of 2017 Series A District Bonds (Note 7).

The District Bonds do not constitute an obligation of the City and the City is not obligated to make payment beyond the special taxes and available bond reserves, therefore these bonds have not been reflected as long-term liabilities in the accompanying financial statements.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 6 – Long-Term Obligations (Continued)

A. Governmental Activities (Continued)

Revenue Bonds (Continued)

Local Agency Revenue Bonds – 2007 Series C and D

On April 26, 2007, the BFA issued \$22,490,000 of 2007 Local Agency Revenue Bonds, Series C (the “Authority Bonds”) and \$1,105,000 Local Agency Revenue Bonds, Series D (the “Authority Bonds”) for the purpose of refunding the Beaumont Financing Authority 2003 Local Agency Revenue Bonds, Series A and Beaumont Financing Authority 1994 Local Agency Revenue Bonds, Series A, and acquiring the City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds (“District Bonds”) in the amount of \$217,000. These bonds were issued to provide the District with funds to finance public infrastructure relating to respective improvements areas, fund interest on the bonds, pay expenses relating to the issuance of the bonds and fund a reserve account.

The Authority Bonds are payable from and secured by repayment of the District Bonds. Interest is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2007 until maturity or earlier redemption. The 2007 Series C Bonds consist of \$6,440,000 serial bonds maturing annually in amounts between \$350,000 and \$765,000 from September 1, 2007 through September 1, 2019 with interest rates between 4.000% and 4.500%. Thereafter, \$2,555,000 of 5.000% term bonds are due September 1, 2022, with sinking payments to be made beginning September 1, 2020, \$4,060,000 of 5.000% term bonds are due September 1, 2026, with sinking payments to be made beginning September 1, 2023. \$2,370,000 of 4.750% term bonds are due September 1, 2028, with sinking payments to be made beginning September 1, 2027, and \$7,065,000 of 4.750% term bonds are due September 1, 2033, with sinking payments to be made beginning September 1, 2029. The 2007 Series D Bonds consist of \$1,105,000 of 5.200% term bonds are due September 1, 2012, with sinking payments to be made beginning September 1, 2011.

Neither the Authority Bonds nor the District Bonds are general obligations of the City nor any other political subdivision and the full faith and credit of the City is not pledged for repayment thereof. The outstanding indebtedness at June 30, 2019 was \$3,270,000. The 2007 Series C and D Authority Bonds were partially called and defeased by the District’s issuance of 2017 Series A District Bonds (Note 7). The District Bonds do not constitute an obligation of the City and the City is not obligated to make payment beyond the special taxes and available bond reserves, therefore these bonds have not been reflected as long-term liabilities in the accompanying financial statements.

Local Agency Revenue Bonds – 2011 Series A and B

On December 15, 2011, the BFA issued \$12,145,000 of 2011 Local Agency Revenue Bonds, Series A (the “Authority Bonds”) for the purpose of refunding the Beaumont Financing Authority 2009 Local Agency Revenue Bonds, Series A and B, the Beaumont Financing Authority 2009 Local Agency Revenue Bonds, Series A and B, and acquiring the City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds (“District Bonds”) in the amount of \$11,039,529. These bonds were issued to provide the District with funds to finance public infrastructure relating to respective improvements areas, fund interest on the bonds, pay expenses relating to the issuance of the bonds and fund a reserve account.

The Authority Bonds are payable from and secured by repayment of the District Bonds. Interest is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2012 until maturity or earlier redemption. The Bonds consist of \$1,405,000 serial bonds maturing annually in amounts between \$10,000 and \$250,000 from September 1, 2015 through September 1, 2026 with interest rates between 3.500% and 5.500%. Thereafter, \$1,820,000 of 6.125% term bonds are due September 1, 2031, with sinking payments to be made

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 6 – Long-Term Obligations (Continued)

A. Governmental Activities (Continued)

Revenue Bonds (Continued)

Local Agency Revenue Bonds – 2011 Series A and B (Continued)

beginning September 1, 2027, and \$8,920,000 of 6.375% term bonds are due September 1, 2042, with sinking payments to be made beginning September 1, 2032.

Neither the Authority Bonds nor the District Bonds are general obligations of the City nor any other political subdivision and the full faith and credit of the City is not pledged for repayment thereof. The outstanding indebtedness at June 30, 2019 was \$12,010,000 for the Authority Bonds is reported in the City's financial statements as the BFA is a component unit of the City.

The District Bonds do not constitute an obligation of the City and the City is not obligated to make payment beyond the special taxes and available bond reserves, therefore these bonds have not been reflected as long-term liabilities in the accompanying financial statements.

Local Agency Revenue Bonds – 2012 Series A

On March 14, 2012, the BFA issued \$5,650,000 of 2012 Local Agency Revenue Bonds, Series A (the "Authority Bonds") for the purpose of acquiring the City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds ("District Bonds") in the amount of \$4,936,658. These bonds were issued to provide the District with funds to finance public infrastructure relating to Improvements Area No. 8C, fund interest on the bonds, pay expenses relating to the bonds and fund a reserve account.

The Authority Bonds are payable from and secured by repayment of the District Bonds. Interest is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2017 until maturity or earlier redemption. The Bonds consist of \$155,000 serial bonds maturing annually in amounts between \$10,000 and \$120,000 from September 1, 2017 through September 1, 2029 with interest rates between 3.500% and 5.250%. Thereafter, \$400,000 of 5.625% term bonds are due September 1, 2032, with sinking payments to be made beginning September 1, 2030, and \$4,475,000 of 5.875% term bonds are due September 1, 2042, with sinking payments to be made beginning September 1, 2033.

Neither the Authority Bonds nor the District Bonds are general obligations of the City nor any other political subdivision and the full faith and credit of the City is not pledged for repayment thereof. The outstanding indebtedness at June 30, 2019 was \$5,620,000 for the Authority Bonds and is reported in the City's financial statements as the BFA is a component unit of the City.

The District Bonds do not constitute an obligation of the City and the City is not obligated to make payment beyond the special taxes and available bond reserves, therefore these bonds have not been reflected as long-term liabilities in the accompanying financial statements.

Local Agency Revenue Bonds – 2012 Series B

On April 10, 2012, the BFA issued \$3,265,000 of 2012 Local Agency Revenue Bonds, Series B (the "Authority Bonds") for the purpose of acquiring the City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds ("District Bonds") in the amount of \$2,690,661. These bonds were issued to provide the District with funds to finance public infrastructure relating to Improvements Area No. 20, fund interest on the bonds, pay expenses relating to the bonds and fund a reserve account. public infrastructure relating to Improvements Area No. 20, fund interest on the bonds, pay expenses relating to the bonds and fund a reserve account.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 6 – Long-Term Obligations (Continued)

A. Governmental Activities (Continued)

Revenue Bonds (Continued)

Local Agency Revenue Bonds – 2012 Series B (Continued)

The Authority Bonds are payable from and secured by repayment of the District Bonds. Interest is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2015 until maturity or earlier redemption. The Bonds consist of \$1,120,000 serial bonds maturing annually in amounts between \$50,000 and \$150,000 from September 1, 2015 through September 1, 2026 with interest rates between 3.500% and 5.500%.

Thereafter, \$2,145,000 of 5.950% term bonds are due September 1, 2035, with sinking payments to be made beginning September 1, 2027.

Neither the Authority Bonds nor the District Bonds are general obligations of the City nor any other political subdivision and the full faith and credit of the City is not pledged for repayment thereof. The outstanding indebtedness at June 30, 2019 was \$3,030,000 for the Authority Bonds and is reported in the City's financial statements as the BFA is a component unit of the City. The District Bonds do not constitute an obligation of the City and the City is not obligated to make payment beyond the special taxes and available bond reserves, therefore these bonds have not been reflected as long-term liabilities in the accompanying financial statements.

Local Agency Revenue Bonds – 2012 Series C

On May 23, 2012, the BFA issued \$3,655,000 of 2012 Local Agency Revenue Bonds, Series C (the "Authority Bonds") for the purpose of acquiring the City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds ("District Bonds") in the amount of \$3,122,785. These bonds were issued to provide the District with funds to finance public infrastructure relating to Improvements Area No. 7B and No. 7C, fund interest on the bonds, pay expenses relating to the bonds and fund a reserve account.

The Authority Bonds are payable from and secured by repayment of the District Bonds. Interest is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2013 until maturity or earlier redemption. The Bonds consist of \$760,000 serial bonds maturing annually in amounts between \$20,000 and \$105,000 from September 1, 2013 through September 1, 2025 with interest rates between 1.500% and 4.250%. Thereafter, \$2,895,000 of 5.250% term bonds are due September 1, 2039, with sinking payments to be made beginning September 1, 2026.

Neither the Authority Bonds nor the District Bonds are general obligations of the City nor any other political subdivision and the full faith and credit of the City is not pledged for repayment thereof. The outstanding indebtedness at June 30, 2019 was \$3,400,000 for the Authority Bonds and is reported in the City's financial statements as the BFA is a component unit of the City.

The District Bonds do not constitute an obligation of the City and the City is not obligated to make payment beyond the special taxes and available bond reserves, therefore these bonds have not been reflected as long-term liabilities in the accompanying financial statements.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 6 – Long-Term Obligations (Continued)

A. Governmental Activities (Continued)

Revenue Bonds (Continued)

Local Agency Revenue Bonds – 2013 Series A

On January 17, 2013, the BFA issued \$8,810,000 of 2013 Local Agency Revenue Bonds, Series A (the “Authority Bonds”) for the purpose of acquiring the City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds (“District Bonds”) in the amount of \$7,865,887. The District Bonds were issued to provide the District with funds to finance public infrastructure related to Improvements Area No. 19C, fund interest on the bonds, pay expenses relating to the issuance of the bonds and fund a reserve account.

The Authority Bonds are payable from and secured by repayment of the District Bonds. Interest is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2013 until maturity or earlier redemption. The Bonds consist of \$4,180,000 serial bonds maturing annually in amounts between \$55,000 and \$420,000 from September 1, 2013 through September 1, 2022 with interest rates between 1.500% and 4.250%.

Thereafter, \$1,965,000 of 5% term bonds are due September 1, 2027, with sinking payments to be made beginning September 1, 2023, and \$2,665,000 of 5% term bonds are due September 1, 2036, with sinking payments to be made beginning September 1, 2028.

Neither the Authority Bonds nor the District Bonds are general obligations of the City nor any other political subdivision and the full faith and credit of the City is not pledged for repayment thereof. The outstanding indebtedness at June 30, 2019 was \$6,475,000 for the Authority Bonds and is reported in the City’s financial statements as the BFA is a component unit of the City. The District Bonds do not constitute an obligation of the City and the City is not obligated to make payment beyond the special taxes and available bond reserves, therefore these bonds have not been reflected as long-term liabilities in the accompanying financial statements.

Local Agency Refunding Revenue Bonds – 2013 Series B

On April 2, 2013, the BFA issued \$10,875,000 of 2013 Local Agency Refunding Revenue Bonds, Series B (the “Authority Bonds”) for the purpose of refunding the Beaumont Financing Authority 2003 Local Agency Revenue Bonds Series B and acquiring the City of Beaumont Community Facilities District No. 93-1 Special Tax Bonds (“District Bonds”) in the amount of \$130,500.

These bonds were issued to provide the District with funds to finance public infrastructure related to Improvements area No. 17A, fund interest on the bonds, pay expenses relating to the issuance of the bonds and fund a reserve account.

The Authority Bonds are payable from and secured by repayment of the District Bonds. Interest is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2015 until maturity or earlier redemption. The Bonds consist of \$3,810,000 serial bonds maturing annually in amounts between \$245,000 and \$475,000 from September 1, 2013 through September 1, 2023 with interest rates between 2.000% and 5.000%. Thereafter, \$2,740,000 of 5% term bonds are due September 1, 2028, with sinking payments to be made beginning September 1, 2024, and \$4,325,000 of 5% term bonds are due September 1, 2034, with sinking payments to be made beginning September 1, 2029.

Neither the Authority Bonds nor the District Bonds are general obligations of the City nor any other political subdivision and the full faith and credit of the City is not pledged for repayment thereof. The outstanding indebtedness at June 30, 2019 was \$9,045,000 for the Authority Bonds and is reported in the City’s financial statements as the BFA is a component unit of the City.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 6 – Long-Term Obligations (Continued)

A. Governmental Activities (Continued)

Revenue Bonds (Continued)

Local Agency Refunding Revenue Bonds – 2013 Series B (Continued)

The District Bonds do not constitute an obligation of the City and the City is not obligated to make payment beyond the special taxes and available bond reserves, therefore these bonds have not been reflected as long-term liabilities in the accompanying financial statements.

Local Agency Refunding Revenue Bonds - 2015 Series A

On March 17, 2015, the BFA issued \$11,110,000 of 2015 Local Agency Revenue Bonds, Series A (the “Authority Bonds”) for the purpose of refunding the Beaumont Financing Authority 2005 Local Agency Revenue Bonds Series B.

The Authority Bonds are payable from and secured by repayment of the District Bonds. Interest is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2015 until maturity or earlier redemption. Interest on the bonds ranges from 2.00% to 5.00%.

Neither the Authority Bonds nor the District Bonds are general obligations of the City nor any other political subdivision and the full faith and credit of the City is not pledged for repayment thereof. The outstanding indebtedness at June 30, 2019 was \$10,225,000 for the Authority Bonds and is reported in the City’s financial statements as the BFA is a component unit of the City.

The District Bonds do not constitute an obligation of the City and the City is not obligated to make payment beyond the special taxes and available bond reserves, therefore these bonds have not been reflected as long-term liabilities in the accompanying financial statements.

Local Agency Refunding Revenue Bonds - 2015 Series B

On April 23, 2015, the BFA issued \$20,095,000 of 2015 Local Agency Refunding Revenue Bonds, Series B (the “Authority Bonds”) for the purpose of refunding the Beaumont Financing Authority 2004 Local Agency Revenue Bonds Series D.

The Authority Bonds are payable from and secured by repayment of the District Bonds. Interest is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2015 until maturity or earlier redemption. Interest on the bonds ranges from 2.00% to 5.00%.

Neither the Authority Bonds nor the District Bonds are general obligations of the City nor any other political subdivision and the full faith and credit of the City is not pledged for repayment thereof. The outstanding indebtedness at June 30, 2019 was \$17,585,000 for the Authority Bonds and is reported in the City’s financial statements as the BFA is a component unit of the City.

The District Bonds do not constitute an obligation of the City and the City is not obligated to make payment beyond the special taxes and available bond reserves, therefore these bonds have not been reflected as long-term liabilities in the accompanying financial statements.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 6 – Long-Term Obligations (Continued)

A. Governmental Activities (Continued)

Revenue Bonds (Continued)

Local Agency Refunding Revenue Bonds – 2015 Series C

On May 15, 2015, the BFA issued \$5,335,000 of 2015 Local Agency Refunding Revenue Bonds, Series C (the “Authority Bonds”) for the purpose of refunding the Beaumont Financing Authority 2004 Local Agency Revenue Bonds Series A.

The Authority Bonds are payable from and secured by repayment of the District Bonds. Interest is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2015 until maturity or earlier redemption. Interest on the bonds ranges from 2.00% to 4.125%.

Neither the Authority Bonds nor the District Bonds are general obligations of the City nor any other political subdivision and the full faith and credit of the City is not pledged for repayment thereof. The outstanding indebtedness at June 30, 2019 was \$4,485,000 for the Authority Bonds and is reported in the City’s financial statements as the BFA is a component unit of the City.

The District Bonds do not constitute an obligation of the City and the City is not obligated to make payment beyond the special taxes and available bond reserves, therefore these bonds have not been reflected as long-term liabilities in the accompanying financial statements.

Local Agency Refunding Revenue Bonds – 2015 Series D

On May 15, 2015, the BFA issued \$7,820,000 of 2015 Local Agency Refunding Revenue Bonds, Series D (the “Authority Bonds”) for the purpose of refunding the Beaumont Financing Authority 2004 Local Agency Revenue Bonds Series B.

The Authority Bonds are payable from and secured by repayment of the District Bonds. Interest is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2015 until maturity or earlier redemption. Interest on the bonds ranges from 2.00% to 4.250%.

Neither the Authority Bonds nor the District Bonds are general obligations of the City nor any other political subdivision and the full faith and credit of the City is not pledged for repayment thereof. The outstanding indebtedness at June 30, 2019 was \$6,650,000 for the Authority Bonds and is reported in the City’s financial statements as the BFA is a component unit of the City.

The District Bonds do not constitute an obligation of the City and the City is not obligated to make payment beyond the special taxes and available bond reserves, therefore these bonds have not been reflected as long-term liabilities in the accompanying financial statements.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 6 – Long-Term Obligations (Continued)

A. Governmental Activities (Continued)

Revenue Bonds (Continued)

Annual Debt Service Requirements to Maturity

The annual debt service requirements to maturity schedule are the annual scheduled debt service under the BFA's Authority Bond indentures as follows:

Revenue Bonds			
Year Ending June 30,	Principal	Interest	Total
2020	\$ 3,565,000	\$ 2,140,821	\$ 5,705,821
2021	3,574,525	2,079,318	5,653,843
2022	3,739,758	2,010,309	5,750,067
2023	3,925,402	1,934,189	5,859,591
2024	4,120,315	1,847,020	5,967,335
2025-2029	19,695,000	13,991,831	33,686,831
2030-2034	24,455,000	9,481,359	33,936,359
2035-2039	13,740,000	4,527,706	18,267,706
2040-2044	10,565,000	1,600,081	12,165,081
2045-2049	1,225,000	61,375	1,286,375
Total	\$ 88,605,000	\$ 39,674,009	\$ 128,279,009

B. Business-Type Activities

Summary of changes in long-term liabilities for the business-type activities for the year ended June 30, 2019 is as follows:

	Balance July 1, 2018	Additions	Deletions	Balance June 30, 2019	Classification	
					Due within One Year	Due in more than One Year
Business-Type Activities:						
Wastewater Revenue Bonds	\$ -	\$ 81,105,000	\$ -	\$ 81,105,000	\$ 1,000,000	\$ 80,105,000
Bond Premium	-	9,698,952	(229,187)	9,469,765	303,092	9,166,673
Capital Leases	346,313	-	(77,854)	268,459	85,304	183,155
Total business-type activities	\$ 346,313	\$ 90,803,952	\$ (307,041)	\$ 90,843,224	\$ 1,388,396	\$ 89,454,828

Capital Lease

The City has entered into several lease agreements for the financing of sewer vehicles and equipment. The lease agreements qualify as capital leases for accounting purposes and, therefore, have been recorded at the present value of future minimum lease payments as of the date of inception.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 6 – Long-Term Obligations (Continued)

B. Business-Type Activities (Continued)

Capital Lease (Continued)

The annual debt service requirements for the capital leases payable outstanding at June 30, 2019 are as follows:

Year Ending June 30,	Principal	Interest	Total
2020	\$ 85,304	\$ 18,274	\$ 103,578
2021	92,344	11,257	103,601
2022	90,811	3,661	94,472
TOTAL	\$ 268,459	\$ 33,192	\$ 301,651

The City entered into capital lease-purchase agreements whereby the lessor acquired certain capital assets and leased them to the City with the option to purchase. The leased assets are included in capital assets and are summarized by major asset class below:

	Amount
Vehicles	\$ 455,505
Less: accumulated depreciation	(136,651)
Total	\$ 318,854

Revenue Bonds

Wastewater Revenue Bonds, Series 2018A

On September 27, 2018, the Beaumont Public Improvement Authority issued \$81,105,000 of revenue bonds, to finance the acquisition and construction of certain improvements to the City's Wastewater System and to purchase a debt service reserve surety policy. The bonds were issued at a premium of \$9,698,952 which is amortized over the life of the bonds. Interest on the bonds is payable semi-annually on March 1 and September 1 of each year through September 1, 2049. The bonds bear interest ranging from 3% to 5%. Principal payments are due annually beginning on September 1, 2019. The bonds are a special limited obligation of the Authority payable solely from Authority Revenues. The outstanding balance of the Wastewater Revenue Bonds Series 2018A at June 30, 2019 was \$81,105,000.

Year Ending June 30,	Principal	Interest	Total
2020	\$ 1,000,000	\$ 3,868,688	\$ 4,868,688
2021	1,245,000	3,828,788	5,073,788
2022	1,295,000	3,777,988	5,072,988
2023	1,355,000	3,718,213	5,073,213
2024	1,425,000	3,648,713	5,073,713
2025-2029	8,285,000	17,071,313	25,356,313
2030-2034	10,525,000	14,829,813	25,354,813
2035-2039	13,060,000	12,291,669	25,351,669
2040-2044	16,620,000	8,734,250	25,354,250
2045-2049	21,345,000	4,011,875	25,356,875
2050	4,950,000	123,750	5,073,750
Total	\$ 81,105,000	\$ 75,905,060	\$ 157,010,060

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 7 - Debt Without City Commitment

The City authorized the formation of the City of Beaumont Community Facilities District No. 93-1 (the "CFD's") for purpose of the issuance of bonds under improvement acts of the State of California to finance eligible public facilities to serve developing commercial, industrial, residential, and/or mixed use developments. Bonds issued by the CFD are secured by annual special tax levies or liens placed on properties within the CFD. The City, and the BFA, are not liable for repayment and the City, acting as an agent on behalf of the CFD, is only responsible for levying and collecting the special tax assessments, forwarding the collections to the bond trustee on behalf of bondholders, and initiating foreclosure proceedings on faulted special tax payments when necessary.

The bonds issued by the CFD are limited obligations and are payable solely from special tax assessments, specific bond reserves, and the proceeds from property foreclosures. Since these debts do not constitute an obligation of the City or the BFA and the City or BFA is not obligated to make payments on the bonds, the District Bonds (whose terms are disclosed in Note 6) are not reported as long-term liabilities in the accompanying City financial statements. The activities related to the District Bond reserves, special assessment tax collection, remittance to the bond trustee, repayment of District Bonds and use of new bond proceeds for developer capital projects for infrastructure, are reported in the Fiduciary Funds as an agency fund.

District Bonds issued during the year ended June 30, 2019 were as follows:

2018 Special Tax Bonds, IA 7B

On November 8, 2018, the CFD issued \$2,370,000 of special tax bonds, to finance a portion of the costs of acquiring and constructing certain public infrastructure improvements necessary for development of property within the City per a settlement agreement with developers. Interest on the bonds is payable semi-annually on March 1 and September 1 of each year through September 1, 2039. The bonds bear interest ranging from 3% to 4%. Principal payments are due annually beginning on September 1, 2019. The notes are secured by a first pledge of the special tax revenues and funds on deposit in the Bond Fund, Reserve Fund, and Special Tax Fund. The outstanding balance of the 2018 Special Tax Bonds, Series A at June 30, 2019 was \$2,365,000.

2018 Special Tax Bonds, IA 7D

On November 8, 2018, the CFD issued \$3,725,000 of special tax bonds, to finance a portion of the cost of acquiring and constructing certain public infrastructure improvements necessary for development of property within the City per a settlement agreement with developers. Interest on the bonds is payable semi-annually on March 1 and September 1 of each year through September 1, 2048. The bonds bear interest ranging from 3% to 4.125%. Principal payments are due annually beginning on September 1, 2019. The notes are secured by a first pledge of the special tax revenues and funds on deposit in the Bond Fund, Reserve Fund, and Special Tax Fund. The outstanding balance of the 2018 Special Tax Bonds IA 7D at June 30, 2019 was \$3,725,000.

2018 Special Tax Bonds, IA 8E

On December 7, 2018, the CFD issued \$12,680,000 of special tax bonds, to finance a portion of the cost of acquiring and constructing certain public infrastructure improvements necessary for the development of property within the City per a settlement agreement with developers. Interest on the bonds is payable semi-annually on March 1 and September 1 of each year through September 1, 2048. The bonds bear interest ranging from 2% to 5%. Principal payments are due annually beginning September 1, 2019. The notes are secured by a first pledge of the special tax revenues and funds on deposit in the Bond Fund, Reserve Fund, and Special Tax Fund. The outstanding balance of the 2018 Special Tax Bonds IA 8E at June 30, 2019 was \$12,680,000.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 7 - Debt Without City Commitment (Continued)

2019 Special Tax Bonds, IA 2016-1 (Fairway Canyon)

On March 12, 2019, the CFD issued \$9,045,000 of special tax bonds, to finance a portion of the of acquiring and constructing certain public infrastructure improvements necessary for the development of property within the City per a settlement agreement with developers. Interest on the bonds is payable semi-annually on March 1 and September 1 of each year through September 1, 2048. The bonds bear interest ranging from 3% to 5%. Principal payments are due annually beginning September 1, 2019. The notes are secured by a first pledge of the special tax revenues and funds on deposit in the Bond Fund, Reserve Fund, and Special Tax Fund. The outstanding balance of the 2019 Special Tax Bonds IA 2016-1 at June 30, 2019 was \$9,045,000.

As of June 30, 2019, debt without city or BFA commitment is as follows:

	Balance June 30, 2019
1994 Special Tax Bonds, Series A	\$ 2,924,034
2007 Special Tax Bonds, Series A	3,780,000
2007 Special Tax Bonds, Series C & D	3,270,000
2011 Special Tax Bonds, Series A & B	12,010,000
2012 Special Tax Bonds, Series A	5,620,000
2012 Special Tax Bonds, Series B	3,030,000
2012 Special Tax Bonds, Series C	3,400,000
2013 Special Tax Bonds, Series A	6,370,000
2013 Special Tax Bonds, Series B	9,150,000
2015 Special Tax Bonds, Series A	10,200,000
2015 Special Tax Bonds, Series B	17,575,000
2015 Special Tax Bonds, Series C	4,520,000
2015 Special Tax Bonds, Series D	6,650,000
Subtotal	88,499,034
2017 Special Tax Refunding Bonds, Series A	90,669,002
2018 Special Tax Bonds, Series A	33,320,000
2018 Special Tax Bonds, IA 7B	2,365,000
2018 Special Tax Bonds, IA 7D	3,725,000
2018 Special Tax Bonds, IA 8E	12,680,000
2019 Special Tax Bonds, IA 2016-1	9,045,000
Total Limited Obligation Bond Debt	\$ 240,303,036

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 8 – Compensated Absences

The City's liability for vested and unpaid compensated absences (vacation and vested sick leave) was \$2,533,174 at June 30, 2019.

A. Governmental Activities

For the governmental activities, compensated absences are generally liquidated by the General Fund.

Summary of changes in compensated absences for the year ended June 30, 2019 is as follows:

	Balance July 1, 2018	Additions	Deletions	Balance June 30, 2019	Classification	
					Due Within One Year	Due in More Than One Year
Governmental Activities:						
Compensated absences	\$ 2,404,180	\$ 37,351	\$ (173,169)	\$ 2,268,362	\$ 226,836	\$ 2,041,526
Total governmental activities	<u>\$ 2,404,180</u>	<u>\$ 37,351</u>	<u>\$ (173,169)</u>	<u>\$ 2,268,362</u>	<u>\$ 226,836</u>	<u>\$ 2,041,526</u>

B. Business-Type Activities

Summary of changes in compensated absences for the year ended June 30, 2019 is as follows:

	Balance July 1, 2018	Additions	Deletions	Balance June 30, 2019	Classification	
					Due Within One Year	Due in More Than One Year
Business-Type Activities:						
Compensated absences	\$ 260,513	\$ 45,404	\$ (41,105)	\$ 264,812	\$ 26,481	\$ 238,331
Total business-type activities	<u>\$ 260,513</u>	<u>\$ 45,404</u>	<u>\$ (41,105)</u>	<u>\$ 264,812</u>	<u>\$ 26,481</u>	<u>\$ 238,331</u>

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 9 – Risk Management

The City is exposed to various risks of loss related to torts: theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The City, including its component units, uses the General Fund to account for and finance risks for general liability, workers’ compensation, and property damage. There were no settlements in excess of insurance coverage in any of the three prior fiscal years. There were no reductions in the City’s limits of coverage during the fiscal year ended June 30, 2019.

General Liability and Property Damage Insurance

The City is self-insured to some extent for general liability claims. The City maintains a self-insured retention level of \$250,000 for general liability with excess coverage up to \$50,000,000, as a participant in the Exclusive Risk Management Authority of California (ERMAC), a Joint Powers Authority. The City is self-insured for \$1,000,000 for employment practices liability with excess coverage up to \$50,000,000. Property damage is also insured through participation in ERMAC.

The City has entered into contracts with claims administrators to process claims against the City for general liability claims.

Workers’ Compensation

The City of Beaumont maintains a self-insured workers’ compensation plan, whereby the City covers the cost of medical claims its employees incur. The City has stop loss coverage for this plan to cover claims in excess of \$300,000 per participant per year. The City utilizes a third-party administrator to manage claims in accordance with state law.

Government Crime Policy

The City carries government crime insurance, including faithful performance/employee dishonesty, forgery or alteration, computer fraud, etc., in the amount of \$15 million, with a \$2,500 deductible. Changes in the claims liability amounts were as follows:

	Beginning of Fiscal Year Liability	Current Year Claims and Changes in Estimates	Claim Payments	Balance at Fiscal Year End
2016-2017	\$ 1,522,989	\$ 2,375,686	\$ (1,567,484)	\$ 2,331,191
2017-2018	2,331,191	1,383,627	(1,500,000)	2,214,818
2018-2019	2,214,818	2,870,524	(2,277,967)	2,807,375

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 10 – Pension Plans

A. Summary

	Governmental Activities	Business-Type Activities	Total
Deferred outflows of resources:			
Pension contribution made after measurement date:			
CalPERS Miscellaneous	\$ 939,082	\$ 217,501	\$ 1,156,583
CalPERS Safety	1,645,661	-	1,645,661
Total pension contribution made after measurement date	<u>2,584,743</u>	<u>217,501</u>	<u>2,802,244</u>
Change in assumption:			
CalPERS Miscellaneous	620,674	143,755	764,429
CalPERS Safety	988,835	-	988,835
Total change in assumption	<u>1,609,509</u>	<u>143,755</u>	<u>1,753,264</u>
Projected earnings on pension plan investments in excess of actual earnings:			
CalPERS Miscellaneous	26,916	6,233	33,149
CalPERS Safety	68,233	-	68,233
Total projected earnings on pension plan investments in excess of actual earnings	<u>95,149</u>	<u>6,233</u>	<u>101,382</u>
Adjustment due to difference in proportions:			
CalPERS Miscellaneous	395,127	91,515	486,642
CalPERS Safety	319,679	-	319,679
Total adjustment due to difference in proportions	<u>714,806</u>	<u>91,515</u>	<u>806,321</u>
Difference between expected and actual experience:			
CalPERS Miscellaneous	208,891	48,381	257,272
CalPERS Safety	216,544	-	216,544
Total difference between expected and actual experience	<u>425,435</u>	<u>48,381</u>	<u>473,816</u>
Employer contributions in excess of proportionate share of contribution:			
CalPERS Miscellaneous	20,924	4,846	25,770
CalPERS Safety	258,831	-	258,831
Total employer contributions in excess of proportionate share of contribution	<u>279,755</u>	<u>4,846</u>	<u>284,601</u>
Total deferred outflows of resources:			
CalPERS Miscellaneous	2,211,614	512,231	2,723,845
CalPERS Safety	3,497,783	-	3,497,783
Total deferred outflows of resources	<u>\$ 5,709,397</u>	<u>\$ 512,231</u>	<u>\$ 6,221,628</u>
Net pension liabilities:			
CalPERS Miscellaneous	\$ 5,479,992	\$ 1,225,347	\$ 6,705,339
CalPERS Safety	10,078,078	-	10,078,078
Total net pension liabilities	<u>\$ 15,558,070</u>	<u>\$ 1,225,347</u>	<u>\$ 16,783,417</u>

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 10 – Pension Plans (Continued)

A. Summary (Continued)

	Governmental Activities	Business-Type Activities	Total
Deferred inflows of Resources:			
Change in assumption			
CalPERS Miscellaneous	\$ 172,702	\$ 14,645	\$ 187,347
CalPERS Safety	133,412	-	133,412
Total change in assumption	<u>306,114</u>	<u>14,645</u>	<u>320,759</u>
Adjustment due to difference in proportions:			
CalPERS Safety	130,864	-	130,864
Total adjustment due to difference in proportions	<u>130,864</u>	<u>-</u>	<u>130,864</u>
Employer contributions in excess of proportionate share of contribution:			
CalPERS Miscellaneous	33,820	2,867	36,687
Total employer contributions in excess of proportionate share of contribution	<u>33,820</u>	<u>2,867</u>	<u>36,687</u>
Difference between expected and actual experience:			
CalPERS Miscellaneous	80,705	6,843	87,548
CalPERS Safety	821	-	821
Total difference between expected and actual experience	<u>81,526</u>	<u>6,843</u>	<u>88,369</u>
Total deferred inflows of resources:			
CalPERS Miscellaneous	287,227	24,355	311,582
CalPERS Safety	265,097	-	265,097
Total deferred inflows of resources	<u>\$ 552,324</u>	<u>\$ 24,355</u>	<u>\$ 576,679</u>
Pension expenses:			
CalPERS Miscellaneous	\$ 1,362,339	\$ 612,072	\$ 1,974,411
CalPERS Safety	2,268,192	-	2,268,192
Total net pension expenses	<u>\$ 3,630,531</u>	<u>\$ 612,072</u>	<u>\$ 4,242,603</u>

B. General Information about the Pension Plans

Plan Description

The City contributes to the California Public Employees' Retirement System ("CalPERS"), a cost-sharing multiple-employer defined benefit pension plan. CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by State statute and City ordinance. Copies of the CalPERS annual financial report may be obtained from their Executive Office located at 400 P Street, Sacramento, California 95814.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 10 – Pension Plans (Continued)

B. General Information about the Pension Plans (Continued)

Employees Covered by Benefit Terms

At June 30, 2018, measurement date, the following employees were covered by the benefit terms:

	<u>Miscellaneous</u>	<u>Miscellaneous PEPRA</u>	<u>Safety</u>	<u>Safety PEPRA</u>
Active employees	69	31	35	6
Transferred and terminated employees	55	6	36	1
Retired employees and beneficiaries	68	-	54	-
Total	<u>192</u>	<u>37</u>	<u>125</u>	<u>7</u>

Benefit Provided

CalPERS provide retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Classic and PEPRA Safety CalPERS member becomes eligible for service retirement upon attainment of age 55 with at least 5 years of credited service. PEPRA miscellaneous members become eligible for service retirement upon attainment of age 62 with at least 5 years of service. The service retirement benefit is a monthly allowance equal to the product of the benefit factor, years of service, and final compensation. The final compensation is the monthly average of the member's highest 36 full-time equivalent monthly pay.

Following are the benefit provisions for each plan:

	<u>Miscellaneous</u>	<u>Miscellaneous PEPRA</u>	<u>Safety</u>	<u>Safety PEPRA</u>
Benefit formula	3.0% @ 60	2.0% @ 62	3.0% @ 50	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life	monthly for life
Retirement age	55	62	50	50-57
Monthly benefits, as a % of eligible compensation	2.7%	2.0%	3.0%	2.7%
Required employee contribution rate	8.000%	6.750%	9.000%	12.000%
Required employer contribution rate	14.398%	6.985%	21.927%	13.034%

Contributions

For the year ended June 30, 2019, the contributions recognized as part of pension expense for each Plan were as follows:

Miscellaneous	\$ 956,792
Safety	<u>1,402,549</u>
	<u>\$ 2,359,341</u>

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 10 – Pension Plans (Continued)

C. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

Proportionate Share of Net Pension Liability and Pension Expense

The following table shows the plan’s proportionate share of the risk pool collective net pension liability over the measurement period:

	<u>Plan Total Pension Liability</u>	<u>Plan Fiduciary Net Position</u>	<u>Net Pension Liability</u>
Miscellaneous			
Balance at: 6/30/17 (Valuation date)	\$ 29,651,434	\$ 22,811,145	\$ 6,840,289
Balance at: 6/30/18 (Measurement date)	30,905,743	24,200,404	6,705,339
Net changes during 2017-2018	1,254,309	1,389,259	(134,950)
Safety			
Balance at: 6/30/17 (Valuation date)	\$ 39,039,646	\$ 28,861,673	\$ 10,177,973
Balance at: 6/30/18 (Measurement date)	40,927,260	30,849,182	10,078,078
Net changes during 2017-2018	1,887,614	1,987,509	(99,895)

Proportionate Share of Net Pension Liability and Pension Expense

The City’s net pension liability/(asset) for each Plan is measured as the proportionate share of the net pension liability/(asset). The net pension liability/(asset) of each of the Plans is measured as of June 30, 2018, and the total pension liability/(asset) for each Plan used to calculate the net pension liability/(asset) was determined by an actuarial valuation as of June 30, 2017 rolled forward to June 30, 2018 using standard update procedures. The City’s proportion of the net pension liability/(asset) was based on a projection of the City’s long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The City’s proportionate share of the net pension liability/(asset) for each Plan as of June 30, 2017 and 2018 was as follows:

	<u>Miscellaneous</u>	<u>Safety</u>	<u>Total</u>
Proportion - June 30, 2017	0.17352%	0.17034%	0.34386%
Proportion - June 30, 2018	0.17792%	0.17176%	0.34968%
Change - Increase/(Decrease)	0.00440%	0.00142%	0.00582%

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 10 – Pension Plans (Continued)

C. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

For the year ended June 30, 2019, the City recognized pension expense of \$1,974,411 and \$1,273,200, for the Miscellaneous and Safety plans, respectively. At June 30, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Miscellaneous Plans		
	Deferred outflows of Resources	Deferred inflows of Resources
Pension contributions made subsequent to measurement date	\$ 1,156,583	\$ -
Difference between projected and actual earning on pension plan investments	33,149	-
Adjustment due to differences in proportions	486,642	
Changes in assumptions	764,429	187,347
Difference between actual and expected experience	257,272	87,548
Difference between employer's actual contributions and proportionate share of contributions	25,770	36,687
Total	<u>\$ 2,723,845</u>	<u>\$ 311,582</u>
Safety Plans		
	Deferred outflows of Resources	Deferred inflows of Resources
Pension contributions made subsequent to measurement date	1,645,661	\$ -
Difference between projected and actual earning on pension plan investments	68,233	-
Adjustment due to differences in proportions	319,679	130,864
Changes in assumptions	988,835	133,412
Difference between actual and expected experience	216,544	821
Difference between employer's actual contributions and proportionate share of contributions	258,831	-
Total	<u>\$ 3,497,783</u>	<u>\$ 265,097</u>

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 10 – Pension Plans (Continued)

C. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

Proportionate Share of Net Pension Liability and Pension Expense (Continued)

For the Miscellaneous Plan and Safety Plan, \$1,156,583 and \$1,645,661, respectively, was reported as deferred outflows of resources related to pensions resulting from City’s contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the next measurement period (June 30, 2019). Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30,	Miscellaneous Plans	Safety Plans	Total
2020	\$ 936,397	\$ 1,077,627	\$ 2,014,024
2021	520,100	759,011	1,279,111
2022	(140,506)	(179,808)	(320,314)
2023	(60,311)	(69,806)	(130,116)
2024	-	-	-
	\$ 1,255,680	\$ 1,587,024	\$ 2,842,705

Actuarial Assumptions

The total pension liabilities in the June 30, 2017 actuarial valuations were determined using the following actuarial assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.50%
Salary Increases	3.00%
Investment Rate of Return	7.15%
Mortality Rate Table	Derived using CalPERS’ Membership Data for all Funds. The mortality table used was developed based on CalPERS’ specific data. The table includes 20 years of mortality improvements using Society of Actuaries Scale BB.
Post Retirement Benefit Increase	Contract COLA up to 2.75% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.75% thereafter.

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2017 valuation were based on the results of a December 2017 actuarial experience study. Further details of the Experience Study can be found on the CalPERS website.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 10 – Pension Plans (Continued)

C. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

Discount Rate

In determining the long-term expected rate of return, CalPERS took into account, both short-term and long-term market return expectations as well as the expected pension fund cash flows. Such cash flows were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent. Asset¹

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These geometric rates of return are net of administrative expenses.

<u>Asset Class¹</u>	<u>New Strategic Allocation</u>	<u>Real Return Years 1 - 10²</u>	<u>Real Return Years 11 +³</u>
Global equity	50.00%	4.80%	5.98%
Global fixed income	28.00%	1.00%	2.62%
Inflation sensitive assets	0.00%	0.77%	1.81%
Private equity	8.00%	6.30%	7.23%
Real assets	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%

¹ In CalPERS's CAFR, Fixed Income is included in Global Debt Security; Liquidity is included in Short-term Investments; Inflation Assets are included in both Global Equity Security and Global Debt Securities.

² An expected inflation of 2.00% was used for this period.

³ An expected inflation of 2.92% was used for this period.

The discount rate used to measure the total pension liability was 7.15% for the plans. To determine whether the municipal bond rate should be used in the calculation of a discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 7.15% discount rate is adequate and the use of the municipal bond rate calculation is not necessary. The long term expected discount rate of 7.15% is applied to all plans in the Public Employees Retirement Fund (PERF). The stress test results are presented in a detailed report called "GASB Crossover Testing Report" that can be obtained from the CalPERS website under the GASB 68 Section.

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 10 – Pension Plans (Continued)

C. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

Discount Rate (Continued)

The long-term discount rate should be determined without reduction for pension plan administrative expense. The 7.00% investment return assumption used in this accounting valuation is net of administrative expenses. Administrative expenses are assumed to be 15 basis points. An investment return excluding administrative expenses would have been 7.15%. Using this lower discount rate has resulted in a slightly higher Total Pension Liability and Net Pension Liability. The difference was deemed immaterial to the Public Agency Cost Sharing Multiple-Employer Defined Benefit Pension Plan.

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the City’s proportionate share of the net position liability for the Plan, calculated using the discount rate for each Plan, as well as what the City’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	Plan's Net Pension Liability/(Asset)		
	Discount Rate - 1%	Current Discount	Discount Rate + 1%
	(6.15%)	Rate (7.15%)	(8.15%)
Miscellaneous	\$ 10,885,995	\$ 6,705,339	\$ 3,254,276
Safety	\$ 15,720,163	\$ 10,078,078	\$ 5,455,400
Total	\$ 26,606,158	\$ 16,783,417	\$ 8,709,676

Pension Plan Fiduciary Net Position

Detailed information about the pension plan’s fiduciary net position is available in the separately issued CalPERS financial reports.

D. Payable to the Pension Plan

The City had no outstanding amounts owed to the pension plan for contributions for the year ended June 30, 2019.

Note 11 – Other Required Disclosures

A. Deficit Net Position/Fund Balances

At June 30, 2019, the Business-Type Activities in the Statement of Net Position had unrestricted net position deficit of \$(475,808) respectively.

At June 30, 2019, the following funds had a unrestricted net position (deficit), which will be eliminated through the reduction in future expenses and/or the use of new funding sources:

Fund	Fund Type	Deficit
Sewer Fund	Enterprise	\$ (362,266)
Transit Fund	Enterprise	\$ (113,542)

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 11 – Other Required Disclosures (Continued)

B. Expenditures Exceeding Appropriations

For the year ended June 30, 2019, expenditures exceeded appropriations in the following functions of the General Fund:

Fund	Function	Excess Expenditures
General Fund	General Government	\$ (752,678)
General Fund	Refuse	\$ (504,512)
General Fund	Debt Service	\$ (300,000)

The budget was established in a manner different than the reporting, and though certain line items were over the departments were within total budget appropriation. Future budgets will consider all reporting elements for proper alignment.

Note 12 – Classification of Fund Balances

	Major Funds						Total
	General Fund	Community Facilities District (CFD) Special Revenue Fund	Community Facilities District (CFD) Capital Projects Fund	General Capital Projects Fund	Beaumont Financing Authority Debt Service Fund	Other Governmental Funds	
Nonspendable:							
Loans receivable	\$ 220,634	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220,634
Prepaid expenditures	83,141	-	-	-	-	-	83,141
Total nonspendable	303,775	-	-	-	-	-	303,775
Restricted:							
State Gas Tax	-	-	-	-	-	103,421	103,421
AB 2766	-	-	-	-	-	1,102,061	1,102,061
PEG Fees	-	-	-	-	-	1,542,017	1,542,017
COPS Grant	-	-	-	-	-	444,083	444,083
State Asset Forfeiture	-	-	-	-	-	297,171	297,171
Federal Asset Forfeiture	-	-	-	-	-	368,890	368,890
Other Special Projects	-	-	-	-	-	305,975	305,975
Capital projects	-	-	12,877,575	-	-	-	12,877,575
Debt service	-	-	-	-	98,006,000	-	98,006,000
Community Facilities Districts	-	9,145,832	-	-	-	-	9,145,832
Total restricted	-	9,145,832	12,877,575	-	98,006,000	4,471,606	124,501,013
Committed:							
Capital Projects	-	-	-	1,417,617	-	-	1,417,617
Total committed	-	-	-	1,417,617	-	-	1,417,617
Unassigned	14,980,384	-	-	-	-	-	14,980,384
Total Fund Balances	\$ 15,284,159	\$ 9,145,832	\$ 12,877,575	\$ 1,417,617	\$ 98,006,000	\$ 4,471,606	\$ 141,202,789

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 13 – Commitments and Contingencies

A. Litigation

The City is a defendant in a number of lawsuits and a recipient of a number of claims that have arisen in the normal course of business. While substantial damages are alleged in some of these actions, their outcome cannot be predicted with certainty.

B. Grants

Amounts received or receivable from granting agencies are subject to audit and adjustment by grantor agencies. While no matters of non-compliance were disclosed by the audit of the financial statements or single audit of the Federal grant programs, grantor agencies may subject grant programs to additional compliance tests, which may result in disallowed costs. In the opinion of management, future disallowances of current or prior grant expenditures, if any, would not have a material adverse effect on the financial position of the City.

C. Construction Commitments

Various construction projects in all fund types were in progress at June 30, 2019 with a planned cost to complete of approximately \$100,299,251.

D. WRCOG Restated Settlement Agreement

In May 2017, the City and Western Riverside Council of Governments (“WRCOG”) entered into an Amended and Restated Settlement Agreement and Release (the “WRCOG Settlement”), which resolved the approximately \$62 million judgment WRCOG had obtained against the City. Under the terms of the WRCOG Settlement, the City and WRCOG agreed that the City would rejoin WRCOG and adopt the WRCOG TUMF ordinance. Since the settlement, the City rejoined WRCOG and the TUMF program and as a result, and pursuant to the WRCOG Settlement, the City is now eligible to receive Measure A revenues from the Riverside County Transportation Commission (RCTC) based on the following schedule:

<u>Period</u>	<u>WRCOG*</u>	<u>City</u>
Approval Date thru 5th Anniversary of Approval	0%	100%
Second five year period	25%	75%
Third five year period	40%	60%
Fourth five year period	60%	40%
End of fourth five year period through June 2039	75%	25%

* WRCOG’s share of Measure A revenues shall not exceed a total of \$9,400,000

In October 2017, the City segregated \$3,000,000, designated for funding Pennsylvania Avenue improvements in accordance with the agreement. The City agreed to complete needed transportation improvements as follows:

<u>Improvement</u>	<u>Estimated Cost</u>	<u>Completion Deadline</u>
Oak Valley Parkway, Segments 3, 4, and 15	\$1,200,000	By January 1, 2022
Pennsylvania Avenue	\$3,800,000	None

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 13 – Commitments and Contingencies (Continued)

D. WRCOG Restated Settlement Agreement (Continued)

The City also agreed to assign Third Party Claims to WRCOG to diligently pursue civil lawsuits and through requests/applications for restitution in the criminal actions pending against Third Parties. Recovery related to Third Party Claims would be shared on the following schedule:

Recovery Amount	WRCOG	City**
First \$9,000,000	100%	0%
\$9,000,001 - \$12,000,000	85%	15%
\$12,000,001 - \$18,000,000	65%	35%
\$18,000,001 and above	50%	50%

**City guarantees \$7,000,000 recovery to WRCOG and will pay 50% of the legal fees not to exceed \$1,000,000

The settlement agreement stipulates that if Third Party Claims have not produced recoveries of at least \$8,000,000 by July 2, 2022, the City will begin making payments to WRCOG in 20 equal annual installments beginning August 1, 2022. Any subsequent recoveries would adjust the annual installments as necessary. As of June 30, 2019, recoveries are approximately \$14 million. The City continues to share in recoveries at the 35% rate until recoveries total \$18 million at which time the City will begin collecting 50% of any recoveries. The City now shares in recoveries based on the settlement agreement; therefore, a liability has not been accrued.

Additionally, in October 2017, two of the seven criminal cases were resolved with guilty pleas with a restitution payment due to the City of \$3,000,000. In December 2017, four more of the seven criminal cases were resolved with guilty pleas and restitution payments due of another \$8,000,000. The last case was settled in September 2018 with a guilty plea.

WRCOG has released and discharged the City from the WRCOG judgment and Attorneys' Fee Award and interest, which collectively exceeded \$62 million. WRCOG and the City also agreed that the litigation, judgment and pending appeals would be dismissed thereby ending the litigation between WRCOG and the City.

Note 14 – Prior Period Adjustment

The following corrections were posted to reclassify development impact fee funds that were transferred when obligated as opposed to when spent in the general capital projects fund. These fees should be recognized and transferred when the expenditure is incurred. An adjustment was recorded to the deferred inflow for the change in proportionate share for the public safety pension plan to reconcile to the June 30, 2016 Actuarial Valuation and related assumptions.

	Governmental Activities	Total
Net position, as previously reported, at July 1, 2018	\$ 287,400,410	\$ 287,400,410
To reclassify development impact fee funds out of capital projects until spent	(5,067,820)	(5,067,820)
To adjust the change in proportionate share for the public safety plan to the June 30, 2016 Actuarial Valuation	3,541,392	3,541,392
Net position at July 1, 2018, as restated	<u>\$ 285,873,982</u>	<u>\$ 285,873,982</u>

City of Beaumont
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2019

Note 14 – Prior Period Adjustment (Continued)

	General Capital Projects Fund	Governmental Funds Total
Net position, as previously reported, at July 1, 2018	\$ 6,839,275	\$ 144,459,275
To reclassify development impact fee funds out of capital projects until spent	(5,067,820)	(5,067,820)
Net position at July 1, 2018, as restated	\$ 1,771,455	\$ 139,391,455

Note 15 - Subsequent Events

A. Bonds Issuance

2019 CFD Special Tax Bonds, IA 2016-2 (Sundance)

On June 18, 2019, the City authorized the issuance of CFD special tax bonds (IA No. 2016-2) in the amount of \$10,285,000 to finance a portion of the costs of acquiring and constructing certain public infrastructure improvements necessary for development of property within the specific improvement area. Interest on the bonds is payable semi-annually on March 1 and September 1 of each year through September 2049, beginning on March 1, 2020. The bonds bear interest ranging from 3% to 5%. Principal payments are due annually beginning on September 1, 2020. The notes are secured by a first pledge of the special tax revenues and funds on deposit in the Bond Fund, Reserve Fund, and Special Tax Fund. The City is not liable for repayment of the special tax bonds and these debts do not constitute an obligation of the City. The City closed this transaction on August 8, 2019.

2019 CFD Special Tax Bonds, IA 2016-4

On October 15, 2019, the City authorized the issuance of CFD special tax bonds (IA No. 2016-4) in the amount of \$4,285,000 to finance a portion of the costs of acquiring and constructing certain public infrastructure improvements necessary for development of property within the specific improvement area. Interest on the bonds is payable semi-annually on March 1 and September 1 of each year through September 2049, beginning on March 1, 2020. The bonds bear interest ranging from 3% to 5%. Principal payments are due annually beginning on September 1, 2020. The notes are secured by a first pledge of the special tax revenues and funds on deposit in the Bond Fund, Reserve Fund, and Special Tax Fund. The City is not liable for repayment of the special tax bonds and these debts do not constitute an obligation of the City. The City closed this transaction on November 7, 2019.

B. Refunding

On July 2, 2019, the BFA completed five (5) refunding transactions through the Beaumont Public Improvement Authority for the following community facility district bond issues:

Bond Issue	City Cash Pledge	Original Issue	Refunded Bonds
Special Tax Bonds, 2007 Series A, Improvement Area 3	467,051	11,900,000	2,025,000
Special Tax Bonds, 2007 Series A, Improvement Area 11	181,275	3,185,000	820,000
Special Tax Bonds, 2007 Series C, Improvement Area 9	75,178	1,225,000	375,000
Special Tax Bonds, 2007 Series C, Improvement Area 10A	257,509	2,660,000	1,330,000
Special Tax Bonds, 2007 Series C, Improvement Area 12A	165,191	4,010,000	825,000

These transactions were completed with no extension of defeasement dates, no cash out options, and restructured repayment schedules to remove annual escalators where savings could be realized.

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

Required Supplementary Information (Unaudited)

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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City of Beaumont
Budgetary Information
For the Year Ended June 30, 2019

Note 1 – Budgetary Information

The City Council approves each year's budget submitted by the City Manager prior to the beginning of the new fiscal year. Public hearings are conducted prior to its adoption by the Council. All supplemental appropriations, where required during the period, are also approved by the Council. Intradepartmental budget transfers are approved by the City Manager. In most cases, expenditures may not exceed appropriations at the departmental level within the general fund and at the fund level for other major special revenue funds. At fiscal year-end, all operating budget appropriations lapse.

Budgets for governmental funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).

City of Beaumont
Budgetary Comparison Schedule
General Fund
For the Year Ended June 30, 2019

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
REVENUES:				
Taxes	\$ 12,533,286	\$ 11,264,458	\$ 12,532,209	\$ 1,267,751
Franchise fees	3,325,000	3,325,000	3,908,531	583,531
Intergovernmental	4,132,288	4,563,377	4,587,270	23,893
License and permits	1,782,600	4,340,670	4,816,693	476,023
Fines and forfeitures	110,000	110,000	249,914	139,914
Assessment levied	500,000	354,320	602,649	248,329
Use of money and property	140,000	126,000	186,605	60,605
Charges for services	6,744,750	6,341,400	6,944,423	603,023
Other revenues	21,500	21,500	1,338,647	1,317,147
Total revenues	29,289,424	30,446,725	35,166,941	4,720,216
EXPENDITURES:				
Current:				
General government	5,109,760	5,187,709	5,940,387	(752,678)
Public safety	14,936,793	15,495,040	14,665,947	829,093
Public works	2,735,893	3,459,632	2,844,121	615,511
Community development	1,439,478	1,924,448	1,884,511	39,937
Community services	4,776,606	3,803,702	3,708,469	95,233
Refuse	5,000,000	5,000,000	5,504,512	(504,512)
Capital outlay	523,638	808,938	589,273	219,665
Debt service:				
Principal	-	-	300,000	(300,000)
Interest	-	-	-	-
Total expenditures	34,522,168	35,679,469	35,437,220	242,249
REVENUES OVER (UNDER) EXPENDITURES	(5,232,744)	(5,232,744)	(270,279)	4,962,465
OTHER FINANCING SOURCES (USES):				
Obligations incurred on capital leases	-	-	167,456	167,456
Proceeds from sale of property	-	-	19,494	19,494
Transfers in	-	-	5,450,785	5,450,785
Transfers (out)	-	-	(614,693)	(614,693)
Total other financing sources (uses)	-	-	5,023,042	5,023,042
Net change in fund balance	\$ (5,232,744)	\$ (5,232,744)	4,752,763	\$ 9,985,507
FUND BALANCE:				
Beginning of year			10,531,396	
End of year			<u>\$ 15,284,159</u>	

City of Beaumont
Budgetary Comparison Schedule
Community Facilities Districts (CFD) Special Revenue Fund
For the Year Ended June 30, 2019

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
REVENUES:				
Assessment levied	\$ 4,699,760	\$ 4,699,760	\$ 5,061,023	\$ 361,263
Use of money and property	-	-	239,534	239,534
Total revenues	<u>4,699,760</u>	<u>4,699,760</u>	<u>5,310,807</u>	<u>590,547</u>
EXPENDITURES:				
Current:				
Community development	331,628	331,628	195,958	135,670
Total expenditures	<u>331,628</u>	<u>331,628</u>	<u>195,958</u>	<u>135,670</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>4,368,132</u>	<u>4,368,132</u>	<u>5,114,849</u>	<u>726,217</u>
OTHER FINANCING SOURCES (USES):				
Transfers in	100,000	100,000	-	(100,000)
Transfers (out)	4,427,745	4,427,745	(4,431,245)	(8,858,990)
Total other financing sources (uses)	<u>4,527,745</u>	<u>4,527,745</u>	<u>(4,431,245)</u>	<u>(8,958,990)</u>
SPECIAL ITEM:				
CFD 93-1 refunding (Note 15)	-	-	-	-
Total special item	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ 8,895,877</u>	<u>\$ 8,895,877</u>	683,604	<u>\$ (8,232,773)</u>
FUND BALANCE:				
Beginning of year			8,462,228	
End of year			<u>\$ 9,145,832</u>	

City of Beaumont
Schedule of Proportionate Share of the Net Pension Liability
Last Ten Years
For the Year Ended June 30, 2019

Measurement period, year ended	Miscellaneous Plan				
	<u>6/30/2018</u>	<u>6/30/2017</u>	<u>6/30/2016</u>	<u>6/30/2015</u>	<u>6/30/2014</u> ¹
Plan's proportion of the net pension liability	0.1779212%	0.1735210%	0.1674950%	0.1606700%	0.065770%
Plan's proportionate share of the net pension liability	\$ 6,705,339	\$ 6,840,289	\$ 5,818,570	\$ 4,407,926	\$ 4,092,766
Plan's covered-employee payroll	\$ 5,052,100	\$ 4,864,133	\$ 4,722,459	\$ 5,411,229	\$ 5,932,314
Plan's proportionate share of the net pension liability as a percentage of covered-employee payroll	132.72%	140.63%	123.21%	81.46%	68.99%
Plan's fiduciary net position	\$ 22,811,145	\$ 21,727,887	\$ 21,727,887	\$ 21,400,469	\$ 19,648,764
Plan's fiduciary net position as a percentage of the total pension liability	77.28%	76.06%	78.88%	82.92%	82.76%
Plan's proportionate share of aggregate employer contributions	\$ 956,792	\$ 816,082	\$ 732,914	\$ 962,897	\$ 996,243

Notes to Schedule:

1 Fiscal year 2015 was the first year of implementation, therefore only five years are shown.

City of Beaumont
Schedule of Proportionate Share of the Net Pension Liability (Continued)
Last Ten Years
For the Year Ended June 30, 2019

Measurement period, year ended	Safety Plan				
	<u>6/30/2018</u>	<u>6/30/2017</u>	<u>6/30/2016</u>	<u>6/30/2015</u>	<u>6/30/2014</u> ¹
Plan's proportion of the net pension liability	0.171759%	0.170337%	0.173814%	0.178617%	0.111260%
Plan's proportionate share of the net pension liability	\$ 10,078,078	\$ 10,177,973	\$ 9,002,206	\$ 7,359,819	\$ 6,923,153
Plan's covered-employee payroll	\$ 3,862,606	\$ 3,722,313	\$ 3,613,896	\$ 4,134,515	\$ 4,232,207
Plan's proportionate share of the net pension liability as a percentage of covered-employee payroll	260.91%	273.43%	249.10%	178.01%	163.58%
Plan's fiduciary net position	\$ 30,849,182	\$ 28,861,673	\$ 26,699,977	\$ 26,024,112	\$ 23,147,043
Plan's fiduciary net position as a percentage of the total pension liability	75.38%	73.93%	74.79%	77.95%	76.98%
Plan's proportionate share of aggregate employer contributions	\$ 1,402,549	\$ 1,281,860	\$ 1,181,118	\$ 1,356,940	\$ 1,421,157

Notes to Schedule:

¹ Fiscal year 2015 was the first year of implementation, therefore only five years are shown.

City of Beaumont
Schedule of Contributions
Last Ten Years
For the Year Ended June 30, 2019

Fiscal year	Miscellaneous Plan					
	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14¹
Contractually determined contribution (actuarially determined)	\$ 1,156,583	\$ 956,792	\$ 816,082	\$ 732,914	\$ 962,897	\$ 996,243
Contributions in relation to the actuarially determined contributions ²	(1,156,583)	(956,792)	(816,082)	(732,914)	(962,897)	(996,243)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered-employee payroll	\$ 5,203,663	\$ 5,052,100	\$ 4,864,133	\$ 4,722,459	\$ 5,411,229	\$ 5,932,314
Contributions as a percentage of covered-employee payroll	22.23%	18.94%	16.78%	15.52%	17.79%	16.79%

¹ Fiscal year 2015 was the first year of implementation, therefore only six years are shown.

² Employers are assumed to make contributions equal to the actuarially determined contributions. However, some employers may choose to make additional contributions towards their unfunded liability. Employer contributions for such plans exceed the actuarially determined contributions.

Notes to Schedule

Valuation date: 6/30/2017

Measurement date: 6/30/2018

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2016-17 were from the June 30, 2017 public agency valuations.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal
Amortization method/period	For details, see June 30, 2014 Funding Valuation Report
Asset valuation method	Actuarial Value of Assets. For details, see June 30, 2011 Funding Valuation Report.
Inflation	2.50%
Salary increases	Varies by entry age and service
Payroll growth	3.00%
Investment rate of return	7.15%, net of pension plan investment and administrative expenses, including inflation
Retirement age	The probabilities of retirement are based on the 2010 CalPERS Experience study for the period from 1997 to 2007.
Mortality	The probabilities of mortality are based on the 2010 CalPERS Experience Study for the period from 1997 to 2007. Pre-retirement and Post-retirement mortality rates include 5 years of projected mortality improvement using Scale AA published by the Society of Actuaries.

City of Beaumont
Schedule of Contributions (Continued)
Last Ten Years
For the Year Ended June 30, 2019

Safety Plan						
Fiscal year	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14 ¹
Contractually determined contribution (actuarially determined)	\$ 1,645,661	\$ 1,402,549	\$ 1,281,860	\$ 1,181,118	\$ 1,356,940	\$ 1,421,157
Contributions in relation to the actuarially determined contributions	(1,645,661)	(1,402,549)	(1,281,860)	(1,181,118)	(1,356,940)	(1,421,157)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered-employee payroll	\$ 3,978,484	\$ 3,862,606	\$ 3,722,313	\$ 3,613,896	\$ 4,134,515	\$ 4,232,207
Contributions as a percentage of covered-employee payroll ³	41.36%	36.31%	34.44%	32.68%	32.82%	33.58%

¹ Fiscal year 2015 was the first year of implementation, therefore only six years are shown.

² Employers are assumed to make contributions equal to the actuarially determined contributions. However, some employers may choose to make additional contributions towards their unfunded liability. Employer contributions for such plans exceed the actuarially determined contributions.

Notes to Schedule

Valuation date: 6/30/2017

Measurement date: 6/30/2018

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2018-19 were from the June 30, 2017 public agency valuations.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal
Amortization method/period	For details, see June 30, 2014 Funding Valuation Report
Asset valuation method	Actuarial Value of Assets. For details, see June 30, 2011 Funding Valuation Report.
Inflation	2.50%
Salary increases	Varies by entry age and service
Payroll growth	3.00%
Investment rate of return	7.15%, net of pension plan investment and administrative expenses, including inflation
Retirement age	The probabilities of retirement are based on the 2010 CalPERS Experience study for the period from 1997 to 2007.
Mortality	The probabilities of mortality are based on the 2010 CalPERS Experience Study for the period from 1997 to 2007. Pre-retirement and Post-retirement mortality rates include 5 years of projected mortality improvement using Scale AA published by the Society of Actuaries.

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

Supplementary Information

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

Non-Major Governmental Funds

City of Beaumont
Combining Balance Sheet
Non-Major Governmental Funds
June 30, 2019

	Special Revenue Funds			
	State Gas Tax Fund	Road Maintenance and Rehabilitation Act Fund	Measure A Fund	AB 2766 Fund
ASSETS				
Cash and investments	\$ 103,422	\$ 1,019,132	\$ 1,372,030	\$ 427,863
Receivables:				
Accounts	-	-	-	-
Due from other governments	-	82,929	169,987	16,220
Total assets	\$ 103,422	\$ 1,102,061	\$ 1,542,017	\$ 444,083
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable and accrued liabilities	\$ -	\$ -	\$ -	\$ -
Due to other funds	-	-	-	-
Deposits payable	-	-	-	-
Unearned revenue	-	-	-	-
Total liabilities	-	-	-	-
Fund Balances:				
Restricted	103,422	1,102,061	1,542,017	444,083
Total fund balances	103,422	1,102,061	1,542,017	444,083
Total liabilities and fund balances	\$ 103,422	\$ 1,102,061	\$ 1,542,017	\$ 444,083

(Continued)

City of Beaumont
Combining Balance Sheet (Continued)
Non-Major Governmental Funds
June 30, 2019

	Special Revenue Funds			
	PEG Fund	Other Federal Grants Fund	COPS Grant Fund	State Asset Seizure Fund
ASSETS				
Cash and investments	\$ 287,735	\$ -	\$ 377,193	\$ 321,483
Receivables:				
Accounts	9,436	-	-	-
Due from other governments	-	268	-	-
Total assets	<u>\$ 297,171</u>	<u>\$ 268</u>	<u>\$ 377,193</u>	<u>\$ 321,483</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ -	\$ -	\$ 8,303	\$ 1,677
Due to other funds	-	268	-	-
Deposits payable	-	-	-	13,831
Unearned revenue	-	-	-	-
Total liabilities	<u>-</u>	<u>268</u>	<u>8,303</u>	<u>15,508</u>
Fund Balances:				
Restricted	<u>297,171</u>	<u>-</u>	<u>368,890</u>	<u>305,975</u>
Total fund balances	<u>297,171</u>	<u>-</u>	<u>368,890</u>	<u>305,975</u>
Total liabilities and fund balances	<u>\$ 297,171</u>	<u>\$ 268</u>	<u>\$ 377,193</u>	<u>\$ 321,483</u>

(Continued)

City of Beaumont
Combining Balance Sheet (Continued)
Non-Major Governmental Funds
June 30, 2019

	Special Revenue Funds		
	Federal Asset Seizure Fund	Other Special Revenue Fund	Total Other Governmental Funds
ASSETS			
Cash and investments	\$ 205,995	\$ 158,947	\$ 4,273,800
Receivables:			
Accounts	-	-	9,436
Due from other governments	-	-	269,404
Total assets	<u>\$ 205,995</u>	<u>\$ 158,947</u>	<u>\$ 4,552,640</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ -	\$ -	\$ 9,980
Due to other funds	-	-	268
Deposits payable	-	-	13,831
Unearned revenue	-	56,955	56,955
Total liabilities	<u>-</u>	<u>56,955</u>	<u>81,034</u>
Fund Balances:			
Restricted	205,995	101,992	4,471,606
Total fund balances	<u>205,995</u>	<u>101,992</u>	<u>4,471,606</u>
Total liabilities and fund balances	<u>\$ 205,995</u>	<u>\$ 158,947</u>	<u>\$ 4,552,640</u>

(Concluded)

City of Beaumont
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Non-Major Governmental Funds
For the Year Ended June 30, 2019

	Special Revenue Funds			
	State Gas Tax Fund	Road Maintenance and Rehabilitation Act Fund	Measure A Fund	AB 2766 Fund
REVENUES:				
Taxes	\$ -	\$ -	\$ 1,038,267	\$ -
Intergovernmental	935,460	864,035	-	62,566
License and permits	-	-	-	-
Use of money and property	3,265	18,193	25,896	11,138
Other revenues	-	-	-	-
Total revenues	<u>938,725</u>	<u>882,228</u>	<u>1,064,163</u>	<u>73,704</u>
EXPENDITURES:				
Current:				
Public safety	-	-	-	-
Community development	-	-	-	-
Capital outlay	-	-	-	-
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>938,725</u>	<u>882,228</u>	<u>1,064,163</u>	<u>73,704</u>
OTHER FINANCING SOURCES (USES):				
Transfers in	64,751	263,368	541,889	-
Transfers (out)	(1,163,423)	(43,535)	(64,035)	-
Total other financing sources (uses)	<u>(1,098,672)</u>	<u>219,833</u>	<u>477,854</u>	<u>-</u>
Net changes in fund balances	(159,947)	1,102,061	1,542,017	73,704
FUND BALANCES:				
Beginning of year	263,369	-	-	370,379
End of year	<u>\$ 103,422</u>	<u>\$ 1,102,061</u>	<u>\$ 1,542,017</u>	<u>\$ 444,083</u>

(Continued)

City of Beaumont
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)
Non-Major Governmental Funds
For the Year Ended June 30, 2019

	Special Revenue Funds			
	PEG Fees Fund	Other Federal Grants Fund	COPS Grant Fund	State Asset Seizure Fund
REVENUES:				
Taxes	\$ -	\$ -	\$ -	\$ -
Intergovernmental	-	3,601	158,751	3,481
License and permits	39,652	-	-	-
Use of money and property	7,505	-	8,816	9,503
Other revenues	-	-	-	-
Total revenues	<u>47,157</u>	<u>3,601</u>	<u>167,567</u>	<u>12,984</u>
EXPENDITURES:				
Current:				
Public Safety	-	-	55,188	54
Community development	-	3,193	-	-
Capital outlay	-	-	-	2,912
Total expenditures	<u>-</u>	<u>3,193</u>	<u>55,188</u>	<u>2,966</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>47,157</u>	<u>408</u>	<u>112,379</u>	<u>10,018</u>
OTHER FINANCING SOURCES (USES):				
Transfers in	-	-	21,695	-
Transfers (out)	-	(408)	(60,000)	-
Total other financing sources (uses)	<u>-</u>	<u>(408)</u>	<u>(38,305)</u>	<u>-</u>
Net changes in fund balances	47,157	-	74,074	10,018
FUND BALANCES:				
Beginning of year	250,014	-	294,816	295,957
End of year	<u>\$ 297,171</u>	<u>\$ -</u>	<u>\$ 368,890</u>	<u>\$ 305,975</u>

(Continued)

City of Beaumont
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)
Non-Major Governmental Funds
For the Year Ended June 30, 2019

	Special Revenue Funds		
	Federal Asset Seizure Fund	Other Special Revenue Fund	Total Other Governmental Funds
REVENUES:			
Taxes	\$ -	\$ -	\$ 1,038,267
Intergovernmental	3,075	-	2,030,969
License and permits	-	7,060	46,712
Use of money and property	5,552	-	89,868
Other revenues	-	17,526	17,526
Total revenues	<u>8,627</u>	<u>24,586</u>	<u>3,223,342</u>
EXPENDITURES:			
Current:			
Public Safety	-	-	55,242
Community development	-	12,927	16,120
Capital outlay	-	-	2,912
Total expenditures	<u>-</u>	<u>12,927</u>	<u>74,274</u>
REVENUES OVER (UNDER) EXPENDITURES	<u>8,627</u>	<u>11,659</u>	<u>3,149,068</u>
OTHER FINANCING SOURCES (USES):			
Transfers in	-	-	891,703
Transfers (out)	-	-	(1,331,401)
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>(439,698)</u>
Net changes in fund balances	8,627	11,659	2,709,370
FUND BALANCES:			
Beginning of year	197,368	90,333	1,762,236
End of year	<u>\$ 205,995</u>	<u>\$ 101,992</u>	<u>\$ 4,471,606</u>

(Concluded)

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

Non-Major Fiduciary Funds

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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City of Beaumont
Combining Statement of Fiduciary Net Position
All Agency Funds
June 30, 2019

	<u>Community Facilities District Collection</u>	<u>Evidence Fund</u>	<u>Beaumont Charitable Foundation</u>	<u>Total</u>
ASSETS				
Cash and investments	\$ 19,075,992	\$ 40,757	\$ -	\$ 19,116,749
Cash and investments with fiscal agent	<u>11,706,744</u>	<u>-</u>	<u>-</u>	<u>11,706,744</u>
Total assets	<u><u>\$ 30,782,736</u></u>	<u><u>\$ 40,757</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 30,823,493</u></u>
LIABILITIES				
Liabilities:				
Deposits payable	\$ -	\$ 40,757	\$ -	\$ 40,757
Due to bondholders	<u>30,782,736</u>	<u>-</u>	<u>-</u>	<u>30,782,736</u>
Total liabilities	<u><u>\$ 30,782,736</u></u>	<u><u>\$ 40,757</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 30,823,493</u></u>

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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City of Beaumont
Statement of Changes in Fiduciary Assets and Liabilities
All Agency Funds
For the Year Ended June 30, 2019

	Balance July 1, 2018	Additions	Deletions	Balance June 30, 2019
<u>Community Facilities District Collection Fund</u>				
Assets:				
Cash and investments	\$ 13,863,150	\$ 5,212,842	\$ -	\$ 19,075,992
Cash and investments with fiscal agent	12,703,801	-	(997,057)	11,706,744
Total assets	\$ 26,566,951	\$ 5,212,842	\$ (997,057)	\$ 30,782,736
Liabilities:				
Due to bondholders	\$ 26,566,951	\$ 4,215,785	\$ -	\$ 30,782,736
Total liabilities	\$ 26,566,951	\$ 4,215,785	\$ -	\$ 30,782,736
	Balance June 30, 2019	Additions	Deletions	Balance June 30, 2019
<u>Evidence Fund</u>				
Assets:				
Cash and investments	\$ 33,732	\$ 7,025	\$ -	\$ 40,757
Total assets	\$ 33,732	\$ 7,025	\$ -	\$ 40,757
Liabilities:				
Deposits payable	\$ 33,732	\$ 7,025	\$ -	\$ 40,757
Total liabilities	\$ 33,732	\$ 7,025	\$ -	\$ 40,757
	Balance June 30, 2019	Additions	Deletions	Balance June 30, 2019
<u>Beaumont Charitable Foundation</u>				
Assets:				
Cash and investments	\$ 22,908	\$ -	\$ (22,908)	\$ -
Total assets	\$ 22,908	\$ -	\$ (22,908)	\$ -
Liabilities:				
Deposits payable	\$ 22,908	\$ -	\$ (22,908)	\$ -
Total liabilities	\$ 22,908	\$ -	\$ (22,908)	\$ -
	Balance June 30, 2019	Additions	Deletions	Balance June 30, 2019
<u>ALL AGENCY FUNDS</u>				
Assets:				
Cash and investments	\$ 13,919,790	\$ 5,219,867	\$ (22,908)	\$ 19,116,749
Cash and investments with fiscal agent	12,703,801	-	(997,057)	11,706,744
Total assets	\$ 26,623,591	\$ 5,219,867	\$ (1,019,965)	\$ 30,823,493
Liabilities:				
Deposits payable	\$ 56,640	\$ 7,025	\$ (22,908)	\$ 40,757
Due to bondholders	26,566,951	4,215,785	-	30,782,736
Total liabilities	\$ 26,623,591	\$ 4,222,810	\$ (22,908)	\$ 30,823,493

City of Beaumont
Annual Financial Report
For the Year Ended June 30, 2019

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City of Beaumont

Beaumont, California

Single Audit and Independent Auditors' Reports

For the Year Ended June 30, 2019



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**City of Beaumont
Single Audit Reports
For the Year Ended June 30, 2019**

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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Independent Auditors' Report

To the Honorable Mayor and Members of the City Council
of the City of Beaumont
Beaumont, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Beaumont, California (the "City"), as of and for the year ended June 30, 2019, and the related notes to the basic financial statements which collectively comprise the City's basic financial statements and have issued our report thereon dated February 13, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements of the of the City, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency* in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error or fraud may occur and not be detected by such controls. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify deficiencies described in the accompanying schedule of findings and questioned costs as items 2019-001, 2019-002 and 2019-003 to be significant deficiencies.

To the Honorable Mayor and Members of City Council
of the City of Beaumont
Beaumont, California
Page 2

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

City's Responses to Findings

The City's responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. The City's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

The PwC Group, LLP

Santa Ana, California
February 13, 2020



**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM,
ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE,
AND ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**

Independent Auditors' Report

To the Honorable Mayor and Members of City Council
of the City of Beaumont
Beaumont, California

Report on Compliance for Each Major Federal Program

We have audited the City of Beaumont, California's (the "City") compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2019. The City's major federal programs are identified in the summary of the auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of City's internal control over compliance.

A *deficiency* in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness* in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

To the Honorable Mayor and Members of City Council
of the City of Beaumont
Beaumont, California
Page 3

Schedule of Expenditures of Federal Awards

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended June 30, 2019, and have issued our report thereon dated February 13, 2020 which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming our opinion on the City's financial statements. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The PwC Group, LLP

Santa Ana, California
February 13, 2020

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City of Beaumont
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2019

Federal Grantor/Passed through Grantor Program Title	CFDA Number	Grant Award Number	Federal Expenditures
U.S. Department of Housing and Urban Development:			
Community Development Block Grant - Entitlement Cluster:			
<i>Passed through Riverside County Economic Development Agency:</i>			
Community Development Block Grant	14.218	B-17-UC-06-0506	\$ 2,925
Community Development Block Grant	14.218	5.BEA.36-18	676
Total Community Development Block Grant - Entitlement Cluster			3,601
Total U.S. Department of Housing and Urban Development			3,601
U.S. Department of Transportation:			
Highway Planning and Construction Cluster:			
<i>Passed Through State of California Department of Transportation:</i>			
Potrero Interchange Project	20.205	DEM 10L-5209(008)	4,947,592
Total Highway Planning and Construction Cluster			4,947,592
Total U.S. Department of Transportation			4,947,592
Total Expenditures of Federal Awards			\$ 4,951,193

See accompanying Notes to the Schedule of Expenditures of Federal Awards

City of Beaumont
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2019

Note 1 – Reporting Entity

The financial reporting entity consists of the primary government, City of Beaumont (the “City”), organizations for which the primary government is financially accountable, and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity’s financial statements to be misleading or incomplete.

Note 2 – Basis of Accounting

The various grant programs have been recorded within the general fund and special revenue funds of the City. The City utilizes the modified accrual method of accounting for the general fund and special revenue funds. The accompanying Schedule of Expenditures of Federal Awards (“Schedule”) is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in the schedule may differ from amounts presented in, or used in, the preparation of the City’s basic financial statements.

Note 3 – Schedule of Expenditures of Federal Awards

The accompanying Schedule presents the activity of all federal financial assistance programs of the City. Federal financial assistance received directly from federal agencies as well as federal financial assistance passed through the State of California and Riverside County are included in the Schedule. The Schedule was prepared from only the accounts of various grant programs and, therefore, does not present the financial position, change in fund balance, or results of operations of the City.

Note 4 – Indirect Cost Rate

The City has not elected to use the 10-percent de minimis indirect rate as allowed under the Uniform Guidance.

City of Beaumont
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2019

Section I – Summary of Auditors’ Result

Financial Statements

Types of auditors’ report issued:	Unmodified
Internal control over financial reporting:	
• Material weakness(es) identified?	No
• Significant deficiency(ies) identified?	2019-001, 2019-002, 2019-003
Noncompliance material to the financial statements noted?	No

Federal Awards

Internal control over major programs:	
• Material weakness(es) identified?	No
• Significant deficiency(ies) identified?	None reported
Type of auditor’s report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in Accordance with 2 CFR 200.516(a)?	None reported

Identification of major programs:

Major Program	Federal CFDA #	Federal Expenditures
Highway Planning and Construction Cluster	20.205	\$ 4,947,592
Total major program expenditures		\$ 4,947,592
Total expenditures of federal awards		\$ 4,951,193
Percent of total federal award expenditures		99.93%

Dollar threshold used to distinguish between type A and type B program:	\$750,000
Auditee qualified as low-risk auditee in accordance with 2 CFR 200.520?	No

City of Beaumont
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2019

Section II – Financial Statement Findings

A. Current Year Findings and Questioned Costs – Financial Statement Findings

Finding 2019-001 Segregation of Duties for Business Licenses Process

Condition:

During our audit, lack of segregation of duties was noted in the City's Business Licenses process. The permit technician, who accepts payments for business licenses, has the ability to issue and distribute business licenses. There is no independent reconciliation of the business licenses issued from the HdL system with the amounts collected and posted in the Incode cash receipts system.

Criteria:

The same individual should not have access to the payments from customers and the ability to issue business licenses unless an appropriate mitigating control has been implemented.

Cause:

The City does not perform an independent reconciliation for business licenses between the HdL system and the Incode cash receipts system due to system reporting limitations within Incode that were not evident prior to purchasing the system.

Effect:

Business licenses could be issued without a corresponding cash receipt being recorded in the City's general ledger and ultimately deposited into the City's bank account.

Recommendation:

We recommend the City implement a procedure to generate reports from the HdL business license program, periodically (i.e. daily, weekly, monthly), and have someone independent of the business license issuance and collection functions review and reconcile the amounts from these reports to the revenues posted in the City's general ledger. In addition, the permit and fees process should be integrated into the accounting software to limit the number of manual entries posted to the general ledger system.

Management's Response:

Reports of transactional activity will be generated from the HdL business license system that details business license collection activity. An Accounting Technician in the Finance Division will compare these reports to the deposits submitted to the Finance Department and entered into the City's general ledger. This reconciliation will be completed weekly. Any discrepancies will be brought to the attention of the Administrative Services Manager for resolution. These processes will be effective beginning February 2020.

City of Beaumont
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2019

Section II – Financial Statement Findings (Continued)

A. Current Year Findings and Questioned Costs – Financial Statement Findings (Continued)

Finding 2019-002 Overhead Cost Allocation

Condition:

The City allocates certain General Fund costs (administration, maintenance, etc.) to the Sewer Enterprise, Gas Tax, Transit Enterprise, and the Community Facilities District (CFD) Fund. The amounts are based on calculations included in schedules maintained by the Finance Department. Currently, the City is not allocating and recovering any of its indirect costs to federal (or state) grants. While the City completed a cost allocation study in April 2016 and has implemented the cost allocation of administrative costs to the various funds within the City, the City has not had a formal Cost Allocation Plan performed for charging of its costs to federally funded projects.

Criteria:

Cost allocation plan methodologies should be thoroughly documented for transparency purposes, and updates to the plans should be done periodically in accordance with best practices.

Cause:

The City does have a formal cost allocation plan to allocate internal costs, and the plan developed internally is not sufficient to claim indirect costs against federal (and state) grant programs.

Effect:

The City could potentially be utilizing allocation methods which result in either less administrative costs or excessive administrative costs being allocated than would be allowable if detailed cost allocation studies were performed on a periodic basis, and in accordance with federal grant requirements. Costs that could be reimbursable from other than local sources may be able to be claimed if adequately supported.

For federal awards, the City may elect to use the 10 percent of Modified Total Direct Cost (MTDC) de minimis indirect rate to recover indirect costs as part of your federal grant budgets. If the City elects to use the 10 percent de minimis rate, the Uniform Guidance requires that the City use Modified Total Direct Costs as the cost base. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award).

Recommendation:

We recommend the City perform a full cost allocation study of administrative costs to ensure the detailed methodology for the allocation of administrative costs is reasonable and appropriate, based on the current circumstances, and that the methodology is clearly defined and documented. A plan should be prepared in accordance with the Uniform Guidance in the event the City wishes to allocate and claim the indirect costs against federal (and state) grant programs. Due to the complexity involved in developing a well-supported and reasonable indirect cost plan, the City should evaluate the cost of outsourcing this study as opposed to the use of internal staff time.

City of Beaumont
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2019

Section II – Financial Statement Findings (Continued)

A. Current Year Findings and Questioned Costs – Financial Statement Findings (Continued)

Finding 2019-002 Overhead Cost Allocation (Continued)

Management’s Response:

While the City completed a cost allocation study in April 2016 and has implemented the cost allocation of administrative costs to the various funds within the City, further work is necessary to fully comply with this recommendation. The City has not yet completed the cost allocation for indirect costs to federal and state grant programs. Management intends to re-evaluate its cost allocation strategy and hire an external professional to assist the City in completing the cost allocation process. This will be undertaken during FY 2020 and should be fully implemented by December 2020.

Finding 2019-003 Unauthorized Wire Transfers

Condition:

During the year, the City was subject to a fraudulent payment scheme by a fictitious vendor posing as an authorized vendor of the City. The perpetrator submitted a request for payment change with new routing and bank account information along with a voided check in the amount of \$525,038. This was all done on what appeared to be the real vendor’s company letterhead. These invoices were processed through the normal cash disbursements cycles and wire payments were made. The bank account and routing number in the vendor master file were updated by the Accounting Technician without a second level of review in order to make the payment. Before the wire transfers were processed and cleared, the bank notified the City and the City was able to recover \$485,417.

Criminals today are using a variety of techniques, such as phishing e-mails and malware, to take control of business accounts to initiate payments to an accomplice or a foreign account. According to the 2015 survey of the Association for Financial Professionals, *2015 AFP Payments Fraud and Control Survey: Report of Survey Results, 2015, Bethesda, MD*, 27 percent of respondent organizations were affected by wire transfer fraud (a nearly 100 percent increase from the 2014 survey), and 10 percent were affected by automated clearing house (ACH) credit fraud (fraud involving an ACH payment order initiated by the person sending the payment).

Criteria:

An effective internal control system includes having appropriate segregation of duties in place within the cash disbursement transaction cycle. Maintenance of the Vendor Master File (VMF) is a foundational element of the accounts payable and procurement processes. The VMF contains vital information about the City’s vendors and facilitates their engagement in transactions with the City for the procurement of goods and services. It is essential to effectively maintain VMF file in order to avoid unauthorized or inappropriate activity, duplicate payments, and inefficiencies.

Cause:

There was a breakdown in internal controls over the modifications made to the vendor master file. The same person that can make payments was also able to alter the vendor file without a second level of review. This exposes the City due to the lack of segregation of duties.

City of Beaumont
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2019

Section II – Financial Statement Findings (Continued)

A. Current Year Findings and Questioned Costs – Financial Statement Findings (Continued)

Finding 2019-003 Unauthorized Wire Transfers (Continued)

Effect:

The City was exposed to a significant loss due to the lack of controls in place. However, mitigating controls were in place at the bank in their notification process to avoid any ultimate loss to the City. The detective controls in essence functioned. However, preventive controls are more effective and should be in place in order to identify and prevent fraud from occurring.

Recommendation:

The City should develop an authorization process that includes a review and approval of any modification should include system controls (access control) to the vendor master file within the system separate from the person making the change. This added segregation of duty should be included in the system of internal controls (across controls) to help to prevent unauthorized changes from being made and reduce the risk of fraud within the organization. Often in larger organizations, the vendor master file is established and managed by procurement separate from the accounts payable function.

Management's Response:

The City has developed a policy regarding electronic funds transfer (EFT) that clearly requires approval of the senior accountant prior to any change in vendor payment instructions. Further, staff are required to complete a secondary verification with the vendor via a phone call to a known and established contact prior to executing any change in payment instructions. Pursuant to the new policy, if fraud is suspected, the Finance Director and City Manager are to be immediately notified and steps initiated with the bank to mitigate the fraud.

City of Beaumont
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2019

Section II – Financial Statement Findings (Continued)

B. Prior Year Findings and Questioned Costs – Financial Statement Findings

Finding 2018-001 Policies and Procedures

Condition:

Our audit involved obtaining and evaluating various policies and procedures of the City. During the audit period, the City lacked having formal policies, procedures and guidelines in place for certain areas, including the following:

- Accounting Policies and Procedures
- Debt Management Policy

The City has been working towards establishing a comprehensive policy which was adopted after our audit period. During our audit the City had informal policies in these areas. We reiterate that the City could benefit from a more formal and comprehensive policies and procedures manual, approved by the City Council, which would provide detailed guidance to employees and management. This will help to ensure consistency in these areas, and continuity in periods of staff turnover.

Recommendation:

We recommend the City develop and establish formal policies and procedures as discussed above. The policies and procedures should be developed by appropriate personnel and approved by the City Council. The City should consider GFOA's recommended practices and other resources during the process. The documentation of accounting policies and procedures should be evaluated annually and updated periodically, as necessary. It should be readily accessible to all applicable employees.

A debt policy should be formally adopted by the legislative body, and the debt program should be continuously monitored to ensure compliance with the debt policy. We recommend the City consider establishing a formal debt policy, taking into consideration the recommendations of GFOA.

Status:

Finding was implemented during the year ended June 30, 2019.

City of Beaumont
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2019

Section II – Financial Statement Findings (Continued)

B. Prior Year Findings and Questioned Costs – Financial Statement Findings (Continued)

Finding 2018-002 Establish a Comprehensive Fraud Program and Policy

Condition:

The City currently lacks a formal comprehensive fraud program required to help prevent, detect and identify fraud and in order to appropriately safeguard assets. According to management, training has been provided with respect to the “tone at the top” to the City employees, however when interviewing employees during our audit they were unaware of a fraud policy. The City has taken steps to address the risk of fraud in certain areas, such as segregation of duties and other internal controls, but continued to lack the policies and a formalized process and program to institutionalize a comprehensive fraud program is needed.

The City’s current policies do not provide a thorough description of fraud. They also do not provide direction as to what employees should do if they suspect fraud is occurring.

Recommendation:

The risk of fraud can be reduced through a combination of prevention, deterrence, and detection measures. The City should consider developing a formal fraud policies and institute a formal comprehensive fraud program.

The City should consider establishing a more formal training program for all employees regarding fraud. New employees should be trained at the time of hiring about the entity’s code of conduct (and fraud policies). This training should explicitly cover expectations of all employees regarding (1) their duty to communicate certain matters; (2) a list of the types of matters, including actual or suspected fraud, to be communicated along with specific examples; and (3) information on how to communicate those matters. In addition to the training at the time of hiring, employees should receive refresher training periodically thereafter.

The policy needs to provide information to employees on how to communicate fraud related matters. It is important for the City to establish and communicate to employees a reporting system that is appropriate for the City. The City should consider establishing a confidential reporting mechanism, not only for employees, but also for vendors and customers of the City.

The City should also establish a formal fraud risk assessment program, to ensure that the risk of fraud is being periodically evaluated, monitored, and that appropriate action is taken to address the identified risks.

Status:

Finding was implemented during the year ended June 30, 2019.

City of Beaumont
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2019

Section II – Financial Statement Findings (Continued)

B. Prior Year Findings and Questioned Costs – Financial Statement Findings (Continued)

Finding 2018-003 Segregation of Duties for Cash Receipts – City Hall

Condition:

Currently, Customer Service Coordinators (cashiers) at City Hall can edit and void transactions in Incode (the City's cash receipts system) subsequent to the receipt being issued. The same cashier should not be able to edit or void a transaction after a receipt has been issued unless an appropriate audit trail and approval process is created by individuals outside of the cash collection process.

Recommendation:

Though the City had implemented a secondary sign off and online viewing of the voids and adjusting entries during the audit period ending June 30, 2017, we recommend the City further expand these procedures to include developing a daily edit report or monitoring function review of the report and reconcile it to the cash drawer before closing out the cash drawers. This should be signed off by a supervisor or personnel not involved in the cash collection process. Amounts in excess of a large dollar threshold should be considered for sign off at a higher supervisory level.

Status:

Finding was implemented during the year ended June 30, 2019.

Finding 2018-004 Segregation of Duties for Building Permits

Condition:

The permit technician in the Community Development Department issues building permits and plan checks and collects the payments from customers. There is no reconciliation of the building permits and plan checks issued with the amounts collected and receipted in the City's general ledger.

Recommendation:

We recommend the City implement a procedure to generate reports from the Salesforce permit system, periodically (i.e. daily, weekly, monthly), and have someone independent of the permit issuance and collection functions review and reconcile the amounts from these reports to the revenue posted in the City's general ledger. In addition, the permit and fees process should be integrated into the accounting software to limit the number of manual entries posted to the general ledger system.

Status:

Finding was implemented during the year ended June 30, 2019.

City of Beaumont
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2019

Section II – Financial Statement Findings (Continued)

B. Prior Year Findings and Questioned Costs – Financial Statement Findings (Continued)

Finding 2018-005 Segregation of Duties for Business Licenses

Condition:

The permit technician accepts payments for business licenses and has the ability to issue and distribute business licenses. There is no independent reconciliation of the business licenses issued from the HdL system with the amounts collected and posted in the Incode cash receipts system.

Recommendation:

We recommend the City implement a procedure to generate reports from the HdL business license program, periodically (i.e. daily, weekly, monthly), and have someone independent of the business license issuance and collection functions review and reconcile the amounts from these reports to the revenues posted in the City's general ledger. In addition, the permit and fees process should be integrated into the accounting software to limit the number of manual entries posted to the general ledger system.

Status:

Finding has not been resolved. See repeat finding at 2019-001.

Finding 2018-006 Transient Occupancy Tax (TOT)

Condition:

Although Finance staff are maintaining a spreadsheet for tracking TOT payments each fiscal year, there does not appear to be anyone checking the TOT returns for accuracy, or keeping track of delinquencies. It also does not appear that the City is requiring the hotels to submit supporting documentation for exemptions. In addition, there have been no recent audits of the hotels.

Recommendation:

We recommend the City establish stronger controls and oversight for these revenues and possibly schedule "audits" of the hotels.

Status:

Finding was implemented during the year ended June 30, 2019.

City of Beaumont
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2019

Section II – Financial Statement Findings (Continued)

B. Prior Year Findings and Questioned Costs – Financial Statement Findings (Continued)

Finding 2018-007 Overhead Cost Allocation

Condition:

The City allocates certain General Fund costs (administration, maintenance, etc.) to the Sewer Enterprise, Gas Tax, Transit Enterprise, and the Community Facilities District (CFD) Fund. The amounts are based on calculations included in schedules maintained by the Finance Department. Currently the City is not allocating and recovering any of its indirect costs to federal (or state) grants.

Recommendation:

We recommend the City perform a full cost allocation study of administrative costs to ensure the detailed methodology for the allocation of administrative costs is reasonable and appropriate, based on the current circumstances, and that the methodology is clearly defined and documented. A plan should be prepared in accordance with the Uniform Guidance in the event the City wishes to allocate and claim the indirect costs against federal (and state) grant programs. Due to the complexity involved in developing a well-supported and reasonable indirect cost plan, the City should evaluate the cost of outsourcing this study as opposed to the use of internal staff time.

Status:

Finding has not been resolved. See repeat finding at 2019-002.

City of Beaumont
Schedule of Findings and Questioned Costs (Continued)
For the Year Ended June 30, 2019

Section III – Federal Awards Finding and Questioned Costs

A. Current Year Findings and Questioned Costs – Major Federal Award Program Audit

No current year findings and questioned costs noted.

B. Prior Year Findings and Questioned Costs – Major Federal Award Program Audit

No prior year findings and questioned costs noted.

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Staff Report

TO: Mayor, and City Council Members
FROM: Jeff Mohlenkamp, Finance Director
DATE: March 3, 2020
SUBJECT: Approval of Invoice from Riverside County Fire Department for 2nd Quarter Fire Services

Background and Analysis:

The City of Beaumont maintains a contract with Riverside County Fire Department for applicable fire protection services that are provided by The California Department of Forestry and Fire Protection (“Cal Fire”). Cal Fire provides an estimate of costs for the year during the budgeting process, which is evaluated against the actual invoices as they are received. Invoices are presented to the City on a quarterly basis and are based on actual costs except for support services which follow the budgeted cost estimate.

The City has received the invoice for October 1, 2019, through December 31, 2019, in the amount of \$1,099,979.11. The invoice has been reviewed by staff and is in compliance with our contract. The invoice summary has been included as Attachment A.

The budget for this contract for FY 2020 is \$4,390,200. The invoices for the first two quarters are as follows:

1 st Quarter	\$ 952,444.77 – approved by the City Council
2 nd Quarter	\$ 1,099,979.11 – <i>pending approval</i>
Total	\$ 2,052,423.88 – 46.8% of budget expended at mid-point in the fiscal year

Fiscal Impact:

The cost for this contract is included in the budget and the contract expenditures are lower than the authorized expenditures through December 31, 2019.

Recommended Action:

Approve payment of the FY 2020 2nd Quarter Fire Services invoice from Riverside County Fire Department in the amount of \$1,099,979.11.

Attachments:

- A. FY 2020 Fire Services Invoice from Riverside County Fire Department



Riverside County Fire Department

210 West San Jacinto Avenue
 Perris, CA 92570
 Ph: (951) 940-6900
 Fx: (951) 657-2662

Invoice

FIRE PROTECTION SERVICES

Date	Invoice #
1/31/2020	233511

City of Beaumont
 Attn: City Manager
 550 E. Sixth Street
 Beaumont, CA 92223

Make Remittance Payable to:

County of Riverside
 Fire Department
 210 W. San Jacinto Ave.
 Perris, CA 92570

FIRE PROTECTION SERVICES FURNISHED FOR THE PERIOD OF: OCT - DEC FY 19/20 Q2

Description	Amount
***** ACTUAL BILLING *****	
SAFETY STAFFING COST INCLUDING BENEFITS (CAL-Fire Employees):	
AO17 for the month of: OCTOBER 2019	169,194.57
AO17 for the month of: NOVEMBER 2019	220,371.77
AO17 for the month of: DECEMBER 2019	233,871.35
Subtotal	623,437.69
State's Administrative Charge Pass Thru: 0.1169	72,879.87
Total Safety Staffing Cost	696,317.56
NON-SAFETY STAFFING COSTS (County Employees):	
For the 2nd Qtr - Richard Horner	10,625.80
For the 2nd Quarter - All other	16,440.87
HR Overhead Charges - Qtr 2	539.27
Subtotal	27,605.94
SUPPORT SERVICES (Cooperative Agreement):	
Quarterly Service Delivery Costs (\$780,744.00 Yearly)	195,186.00
Subtotal	195,186.00
FIRE ENGINE USE AGREEMENT:	
Fire Engine - 2 (\$25,800.00 each = \$51,600.00 Yearly)	12,900.00
Subtotal	12,900.00
TAX CREDIT:	
NOT APPLICABLE	0.00
Subtotal	0.00
MISCELLANEOUS COSTS & DIRECT CHARGES:	
Banning - Sta # 20 Cooperative Agreement PCA # 37129	168,254.73
2nd Qtr Direct Charges	5,117.03
2nd Qtr Direct Journals	0.00
AMR Transport Costs Reimb.: Q2 FY 19/20	-5,402.15
Subtotal	167,969.61
INVOICE SUBTOTAL	1,099,979.11

Please Pay this Amount

\$1,099,979.11

FOR INTERNAL USE ONLY:

27002- _____ - \$ _____

27004- _____ - \$ _____

2700200000-230100- \$ _____ FP_HAZMAT_VEH



RIVERSIDE COUNTY FIRE DEPARTMENT

IN COOPERATION WITH
THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

Shawn C. Newman ~ Fire Chief

210 West San Jacinto Avenue • Perris, California 92570 • (951) 940-6900
• Fax (951) 657-2662 • www.rvcfire.org

PROUDLY SERVING THE
UNINCORPORATED AREAS
OF RIVERSIDE COUNTY
AND THE CITIES OF:

- BANNING
- BEAUMONT
- CANYON LAKE
- COACHELLA
- DESERT HOT SPRINGS
- EASTVALE
- INDIAN WELLS
- INDIO
- JURUPA VALLEY
- LAKE ELSINORE
- LA QUINTA
- MENIFEE
- MORENO VALLEY
- NORCO
- PALM DESERT
- PERRIS
- RANCHO MIRAGE
- RUBIDOUX CSD
- SAN JACINTO
- TEMECULA
- WILDOMAR

BOARD OF SUPERVISORS:

- KEVIN JEFFRIES
DISTRICT 1
- KAREN SPIEGEL
DISTRICT 2
- CHARLES WASHINGTON
DISTRICT 3
- V. MANUEL PEREZ
DISTRICT 4
- JEFF HEWITT
DISTRICT 5

February 5, 2020

City of Beaumont
Attn: City Manager
550 E. Sixth Street
Beaumont, CA 92223

RE: Fire Protection Services
2nd Qtr. FY 19/20

Reference:
Please find enclosed invoice #233511 in the amount of \$1,099,979.11 for Fire Protection services provided for the period of October 1, through December 31, 2019.

An increase /decrease in this billing is due to the following:

- o November has AO-17 Paramedics Retention Pay
- o December has 2 Pay Periods
- o AMR Transport Cost reimbursement to applicable Cities

Payments can also be made via Wire Transfer or ACH, information as follows:

Union Bank
1980 Saturn Street
Monterey Park, CA 91755
Account Name: Riverside County Treasurer
ABA #: 122000496
Account #: 0050173925

Reference information to be included on check, wire transfer or ACH :

FPARC – City abbreviation, Invoice #, FY, Q# (ie: FPARC-BM, 233511,19/20,Q2)

If you have any questions regarding this billing, please contact Karen Gipson at (951) 940-6333.

Sincerely,
Shawn C. Newman
Riverside County Fire Chief

Karen Gipson

by:
Karen Gipson
Administrative Services Officer

[Handwritten signature]
2-16-20

KG: mrm
Enclosures

cc: Chief Eddy Moore Chief Todd Hopkins Chief Smith Chief Otterman



Staff Report

TO: Mayor, and City Council Members
FROM: Jeff Mohlenkamp, Finance Director
DATE March 3, 2020
SUBJECT: Pension Liability Presentation and Discussion

Background and Analysis:

As of June 30, 2019, the City had an unrestricted General Fund balance of approximately \$15 million or approximately 42% of expenditures. The City has one-time funds available to apply toward the unfunded pension liability.

On December 17, 2019, the City Council reviewed the Long-Term Financial Forecast ("LTFF") prepared by staff. The LTFF, which is included as Attachment A, projects that expenditures and needs of the City will likely exceed available resources in the event of a moderate level recession. Even without a recession, the forecast demonstrates a narrowing surplus and likely deficits in future years due to the needs of the City outpacing revenue growth.

Due to these anticipated challenges, staff contracted with Bartel Associates, LLC to complete a full review of our pension plan and the associated costs, included as Attachment B.

Pension Costs Overview

One of the costs that is projected to outpace revenue growth is pension costs. Pension costs for the City are divided into two categories (1) normal costs and (2) unfunded liability as follows:

- Normal Costs - This is the cost associated with existing employees and is computed as a percentage of wages.

- Liability Costs - This is the cost associated with past and current employees where the estimated cost of future retirement benefits

exceeds the amount of funds available in the system to pay those benefits.

Each year the City makes payments to CalPERS for each of the normal costs and the liability costs.

There are two major inputs into the pension system that is managed by CalPERS. This includes (1) the pension contributions made by the City/Employees into the system (for both normal costs and the unfunded liability), and (2) the investment returns those funds generate.

Pension costs are projected to grow at approximately 7% annually over the next 12 years. The reason pension costs are expected to escalate at this pace is that the City currently has an unfunded liability of approximately \$16 million in its pensions.

An unfunded liability is created when the contributions and/or investment returns are insufficient to pay for the projected cost to employees when they retire. The primary driver of the current liability is the lack of sufficient investment returns. Currently, CalPERS has estimated that the investment returns for the system will be 7%. Should these returns be realized, pension costs are projected to increase each year through FY 2032-33.

Long Term Pension Costs Outlook is Better

In 2013, several adjustments were made to the CalPERS pension system through the California Employees Pension Reform Act ("PEPRA"). PEPRA was a significant modification to pensions for public employees and it served to significantly reduce future liabilities of the system. All employees that are new to the CalPERS system after the implementation of PEPRA receive reduced pension benefits. Some notable changes in PEPRA include:

- The age to collect full retirement is increased:
 - Miscellaneous – increased from 60 to 62 years of age, and
 - Safety – increased from 50 to 57 years of age.

- The retirement credit for employees is reduced:
 - Miscellaneous – credit per year of service reduced from 3.0% to 2.0%, and
 - Safety – credit per year of service reduced from 3.0% to 2.7%.

- A cap on the amount of pensions is included – there was previously a very high cap on pensionable wages at \$285,000; the current cap of wages that contribute to pensions is slightly under \$150,000 annually.

Each of these elements serves to reduce the cost to the City for pensions. Since PEPRA went into effect, there has been a minimal liability accrued from the employees under this plan. Essentially, the PEPRA plan appears to be sustainable over the long-term horizon. After FY 2033, the pension liability is expected to be paid off and almost all employees will be in the PEPRA plan. This will leave only normal costs for existing employees as the costs of previous employees and retirees should be fully funded.

This will result in a significant drop in pension costs on a going forward basis.

Options to Address the Pension Liability and Increasing Pension Costs

The City has little choice other than to make its pension obligation payments to CalPERS. The failure to make these payments would have significant consequences for both employees and the City. As a result, it is prudent to consider these costs as a requirement. Since these costs are expected to increase significantly over the next 12 years, the Council should consider options to provide for continuity of these payments even in times when budget challenges are significant.

There are a few options for Council consideration. Management has conferred with our consultant, Bartel Associates, LLC and has determined that two of these options have the most merit as follows:

Place Funds into a Pension Trust (115 trust)

The pension trust option allows for the City to create an irrevocable trust and to place funds into the trust. The funds could then be used at a future date to reduce the burden of pension costs as they escalate or in the event of an economic downturn. This option provides for the most future flexibility and allows the Council to set up the trust as a reserve to either systematically or situationally address future financial challenges associated with these projected increases in pension costs.

Pay Down the Unfunded Liability by paying Cal PERS Directly

The City could elect to pay a portion of its liability to directly reduce the costs associated with this portion of the annual costs. Once a payment is made to CalPERS, our accounts will be credited. The City could not get these funds back in the event of a financial downturn, so it reduces our future flexibility.

A comparison of these two options is below.

Pension Trust	CalPERS Unfunded Liability Payment
<ul style="list-style-type: none"> - Flexible - Likely lower long-term return - Investment strategy choice - Does not reduce pension liability for financial reporting - More visible 	<ul style="list-style-type: none"> - Locked In (no return of funds) - Likely higher investment return - No investment choices - Reduces pension liability for financial reporting - More restricted

Fiscal Impact:

The cost of the pension analysis completed by Bartel Associates, LLC is approximately \$15,000. This includes meetings with management and this presentation to the City Council.

Recommended Action:

Discuss the pension liability and its impacts on the budget in future years.
 Discuss options to address the liability and projected escalation in pension costs.
 If there is interest to further consider options to address pension costs, provide guidance to staff.

Attachments:

- A. Long Term Financial Forecast for the General Fund – FY 2020 through FY 2029
- B. Pension Cost Analysis dated January 16, 2020 – Bartel Associates, LLC

City of Beaumont

General Fund Long Term Financial Forecast
FY 2020 through FY 2029

			Forecasted Years																					
		FY 2019 Actual (Unaudited)	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029												
Revenue																								
Taxes																								
RECESSION IMPACTED YEARS																								
Sales Tax	\$	5,029,443	\$	5,558,667	\$	5,836,600	\$	6,128,430	\$	6,373,568	\$	6,054,889	\$	6,054,889	\$	6,054,889.20	\$	6,175,987	\$	6,546,546	\$	6,939,339	\$	7,355,699
Property Tax	\$	5,199,098	\$	5,656,662	\$	5,996,062	\$	6,355,825	\$	6,546,500	\$	6,742,895	\$	6,068,606	\$	5,765,175	\$	5,880,479	\$	6,174,503	\$	6,544,973	\$	6,937,671
Motor Vehicle - In Lieu	\$	4,125,661	\$	4,517,090	\$	4,788,115	\$	5,075,402	\$	5,278,418	\$	5,436,771	\$	4,893,094	\$	4,648,439	\$	4,741,408	\$	4,978,478	\$	5,277,187	\$	5,593,818
Solid Waste - Franchise Fee	\$	-	\$	-	\$	2,225,000	\$	2,225,000	\$	2,225,000	\$	2,225,000	\$	2,225,000	\$	2,269,500	\$	2,314,890	\$	2,361,188	\$	2,408,412	\$	2,456,580
Other Franchise Fees	\$	876,551	\$	912,924	\$	940,312	\$	968,521	\$	997,577	\$	1,027,504	\$	1,027,504	\$	1,027,504	\$	1,027,504	\$	1,058,329	\$	1,090,079	\$	1,122,781
Business License	\$	242,634	\$	287,908	\$	295,106	\$	302,483	\$	310,045	\$	303,845	\$	288,652	\$	288,652.29	\$	297,312	\$	306,231	\$	315,418	\$	324,881
Utility Users Tax	\$	1,524,158	\$	1,584,224	\$	1,631,751	\$	1,680,703	\$	1,731,124	\$	1,783,058	\$	1,783,058	\$	1,783,058	\$	1,783,058	\$	1,836,550	\$	1,891,646	\$	1,929,479
Other Taxes	\$	363,868	\$	358,458	\$	367,419	\$	376,605	\$	386,020	\$	378,300	\$	359,385	\$	359,385	\$	370,166	\$	381,271	\$	392,709	\$	404,491
Permits																								
Building Permits	\$	2,321,187	\$	4,067,985	\$	3,100,000	\$	3,193,000	\$	3,288,790	\$	3,190,126	\$	2,807,311	\$	2,723,092	\$	2,886,477	\$	3,059,666	\$	3,151,456	\$	3,246,000
Inspections	\$	1,504,952	\$	653,401	\$	750,000	\$	772,500	\$	795,675	\$	819,545	\$	778,568	\$	739,640	\$	739,640	\$	761,829	\$	784,684	\$	808,224
Other Permits	\$	718,380	\$	764,639	\$	772,285	\$	780,008	\$	787,808	\$	795,686	\$	803,643	\$	811,680	\$	819,797	\$	827,994	\$	836,274	\$	844,637
Charges for Services																								
Solid Waste	\$	7,267,452	\$	8,086,893	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Others	\$	1,224,365	\$	1,073,247	\$	1,094,712	\$	1,116,606	\$	1,138,938	\$	1,161,717	\$	1,184,951	\$	1,208,650	\$	1,232,823	\$	1,257,480	\$	1,282,630	\$	1,308,282
Other revenues	\$	523,493	\$	1,137,341	\$	1,000,000	\$	1,020,000	\$	1,040,400	\$	1,061,208	\$	1,082,432	\$	1,104,081	\$	1,126,162	\$	1,148,686	\$	1,171,659	\$	1,195,093
CFD Transfer	\$	3,650,001	\$	4,427,745	\$	5,466,904	\$	5,856,876	\$	6,215,664	\$	6,519,707	\$	6,583,504	\$	6,731,598	\$	7,024,865	\$	7,386,798	\$	7,800,317	\$	8,235,326
Gas Tax Transfer	\$	680,119	\$	900,000	\$	945,000	\$	992,250	\$	1,002,173	\$	1,012,194	\$	1,022,316	\$	1,032,539	\$	1,042,865	\$	1,053,293	\$	1,063,826	\$	1,074,465
Other Transfers	\$	42,385	\$	125,000	\$	126,250	\$	127,513	\$	128,788	\$	130,076	\$	131,376	\$	132,690	\$	134,017	\$	135,357	\$	136,711	\$	138,078
Total Revenues	\$	35,293,747	\$	40,112,184	\$	35,335,516	\$	36,971,724	\$	38,246,488	\$	38,642,521	\$	37,094,290	\$	36,680,573	\$	37,597,450	\$	39,274,200	\$	41,087,320	\$	42,975,505
Expenses																								
Personnel Costs																								
Salaries	\$	9,952,591	\$	11,395,747	\$	11,794,598	\$	12,207,409	\$	12,634,668	\$	13,076,882	\$	13,534,573	\$	14,008,283	\$	14,498,573	\$	15,006,023	\$	15,531,233	\$	16,074,827
Pension Costs	\$	2,244,152	\$	2,434,460	\$	2,629,217	\$	2,839,554	\$	3,066,718	\$	3,312,056	\$	3,577,020	\$	3,863,182	\$	4,172,237	\$	4,506,016	\$	4,866,497	\$	5,255,817
Health Insurance	\$	1,384,032	\$	1,585,813	\$	1,671,447	\$	1,761,705	\$	1,856,837	\$	1,957,106	\$	2,062,790	\$	2,174,181	\$	2,291,586	\$	2,415,332	\$	2,545,760	\$	2,683,231
Other costs	\$	935,865	\$	1,821,990	\$	1,858,430	\$	1,895,598	\$	1,933,510	\$	1,972,181	\$	2,011,624	\$	2,051,857	\$	2,092,894	\$	2,134,752	\$	2,177,447	\$	2,220,996
Operating Costs																								
Contractual																								
Services	\$	5,283,395	\$	6,128,334	\$	6,312,184	\$	6,564,671	\$	6,827,258	\$	7,100,349	\$	7,384,363	\$	7,679,737	\$	7,986,926	\$	8,306,404	\$	8,638,660	\$	8,984,206
Utilities	\$	1,413,378	\$	1,736,500	\$	1,797,278	\$	1,860,182	\$	1,925,289	\$	1,992,674	\$	2,062,417	\$	2,134,602	\$	2,209,313	\$	2,286,639	\$	2,366,671	\$	2,449,505
Repairs and Maintenance	\$	481,883	\$	417,061	\$	450,000	\$	459,000	\$	468,180	\$	477,544	\$	487,094	\$	496,836	\$	506,773	\$	516,909	\$	527,247	\$	537,792

	Supplies	\$ 343,924	\$ 366,161	\$ 373,484	\$ 380,954	\$ 388,573	\$ 396,344	\$ 404,271	\$ 412,357	\$ 420,604	\$ 429,016	\$ 437,596	\$ 446,348
	Solid Waste Costs	\$ 4,928,368	\$ 5,504,512	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Other	\$ 2,892,832	\$ 3,122,772	\$ 3,185,227	\$ 3,248,932	\$ 3,313,911	\$ 3,380,189	\$ 3,447,793	\$ 3,516,748	\$ 3,587,083	\$ 3,658,825	\$ 3,732,002	\$ 3,806,642
Equipment	Vehicles	\$ 602,312	\$ 209,275	\$ 450,000	\$ 459,000	\$ 468,180	\$ 477,544	\$ 487,094	\$ 496,836	\$ 506,773	\$ 516,909	\$ 527,247	\$ 537,792
	Furniture and Equip	\$ 96,792	\$ 447,741	\$ 325,000	\$ 331,500	\$ 338,130	\$ 344,893	\$ 351,790	\$ 358,826	\$ 366,003	\$ 373,323	\$ 380,789	\$ 388,405
	Other												
	Total Expenses	\$ 30,559,524	\$ 35,170,366	\$ 30,846,865	\$ 32,008,506	\$ 33,221,255	\$ 34,487,760	\$ 35,810,830	\$ 37,193,445	\$ 38,638,765	\$ 40,150,145	\$ 41,731,149	\$ 43,385,559
	Surplus/ (Deficit)	\$ 4,734,223	\$ 4,941,818	\$ 4,488,652	\$ 4,963,217	\$ 5,025,234	\$ 4,154,761	\$ 1,283,460	\$ (512,873)	\$ (1,041,315)	\$ (875,946)	\$ (643,828)	\$ (410,054)

Maintain Service Levels and Maintain What we Own													
	Additional Positions to maintain Service Levels (4 annually) (1.5 PD position, 1 street or park maintenance, 1.5 other)		\$ 485,000	\$ 993,600	\$ 1,520,001	\$ 2,064,826	\$ 2,628,720	\$ 3,212,350	\$ 3,816,407	\$ 4,441,607	\$ 5,088,688		
	Fire Station staffing (new station) -1/3 staffing - staff moved from existing station				\$ 600,000	\$ 630,000	\$ 661,500	\$ 694,575	\$ 729,304	\$ 765,769	\$ 804,057		
	IT Equipment and Software (security/ disaster recovery/stability of network)	\$ 175,000	\$ 178,500	\$ 182,070	\$ 185,711	\$ 189,426	\$ 193,214	\$ 197,078	\$ 201,020	\$ 205,040			
	Street Maintenance Program (maintain current pavement condition level)	\$ 600,000	\$ 612,000	\$ 624,240	\$ 636,725	\$ 649,459	\$ 662,448	\$ 675,697	\$ 689,211	\$ 702,996			
	Building/Facility Maintenance Program (preventative maintenance improvements)	\$ 275,000	\$ 283,250.00	\$ 291,747.50	\$ 300,499.93	\$ 309,514.92	\$ 318,800.37	\$ 328,364.38	\$ 338,215.31	\$ 348,361.77			
	Total New Costs	\$ 1,535,000	\$ 2,067,350	\$ 3,218,059	\$ 3,817,762	\$ 4,438,620	\$ 5,081,388	\$ 5,746,851	\$ 6,435,822	\$ 7,149,143			
	Total Uses (including new costs)	\$ 33,543,506	\$ 35,288,605	\$ 37,705,818	\$ 39,628,593	\$ 41,632,065	\$ 43,720,153	\$ 45,896,997	\$ 48,166,971	\$ 50,534,702			
	Surplus/ (Deficit)	\$ 3,428,217	\$ 2,957,884	\$ 936,703	\$ (2,534,302)	\$ (4,951,493)	\$ (6,122,703)	\$ (6,622,797)	\$ (7,079,651)	\$ (7,559,197)			



BARTEL
ASSOCIATES, LLC

**CITY OF BEAUMONT
MISCELLANEOUS AND SAFETY PLANS**

**CalPERS Actuarial Issues – 6/30/18 Valuation
Preliminary Results**

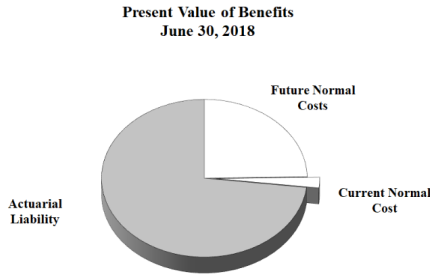
Mary Beth Redding
Bianca Lin, Assistant Vice President
Wai Man Yam, Actuarial Analyst
Bartel Associates, LLC

January 16, 2020

<u>Topic</u>	<u>Page</u>
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Safety Plan:	
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Combined Miscellaneous and Safety	49
Leaving CalPERS	51
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Paying Down the Unfunded Liability	55
Example of Additional Payments	65



DEFINITIONS



■ **PVB - Present Value of all Projected Benefits:**

- The value now of amounts due to be paid in the future
- Discounted value (at valuation date - 6/30/18), of all future expected benefit payments based on various (actuarial) assumptions

■ **Current Normal Cost (NC):**

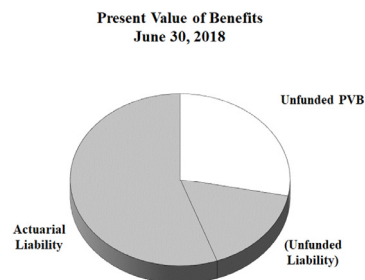
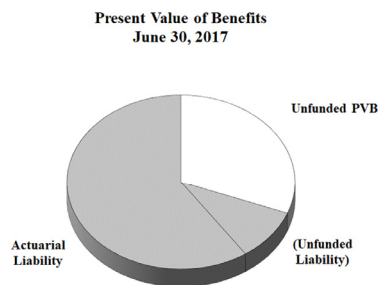
- Portion of PVB allocated to (or “earned” during) current year
- Value of employee and employer current service benefit

■ **Actuarial Liability (AAL):**

- Discounted value (at valuation date) of benefits earned through valuation date [value of past service benefit]
- Portion of PVB “earned” at measurement



DEFINITIONS



■ **Target-** Have money in the bank to cover Actuarial Liability (past service)

■ **Unfunded Liability (UAAL or UAL) - Money short of target at valuation date**

- If all actuarial assumptions were always exactly met, then the plan assets would always equal AAL
- Any difference is the unfunded (or overfunded) AAL
- Every year, the actuary calculates the difference between the expected UAAL and Actual UAAL. This is a new layer or amortization base
- Each new layer gets amortized (paid off) over a period of time as part of the contribution [rate].



HOW WE GOT HERE

- Investment Losses
- CalPERS Contribution Policy
- Enhanced Benefits
- Demographics

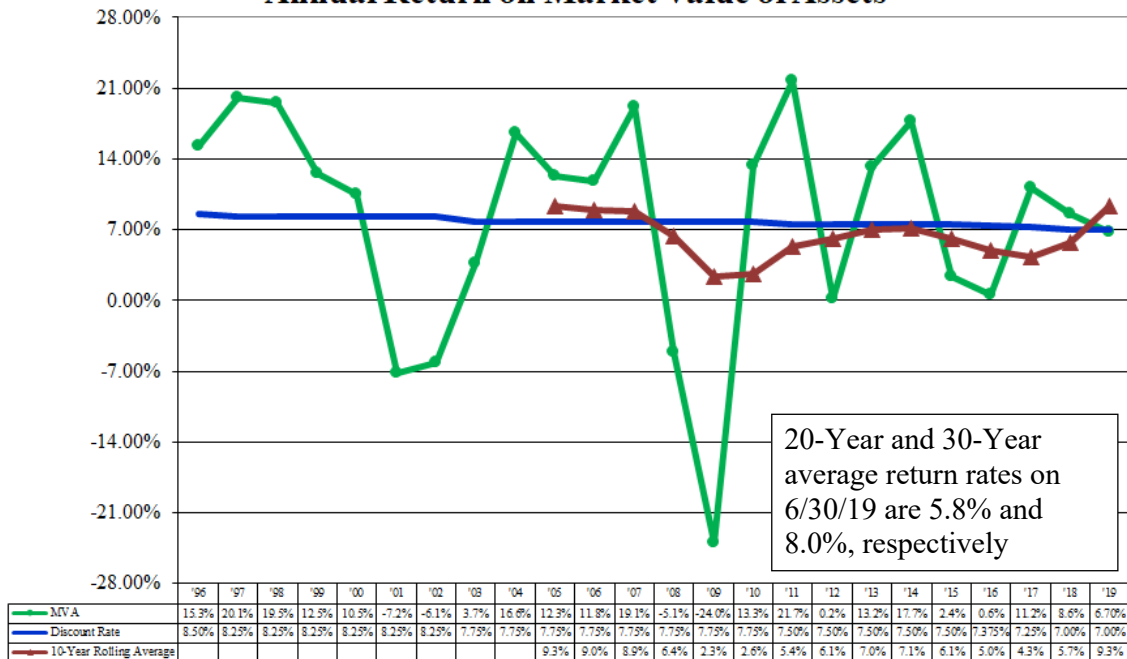


January 16, 2020



HOW WE GOT HERE – INVESTMENT RETURN

Annual Return on Market Value of Assets



Returns (after 2001) shown are gross returns, unreduced for administrative expenses. The discount rate is based on expected returns net of administrative expenses.



January 16, 2020



HOW WE GOT HERE – OLD CONTRIBUTION POLICY

- Effective with 2003 valuations:
 - Slow (15 year) recognition of investment losses into funded status
 - Rolling 30 year amortization of all (primarily investment) losses

- Designed to:
 - First smooth rates and
 - Second pay off UAL

- Mitigated contribution volatility



HOW WE GOT HERE – ENHANCED BENEFITS

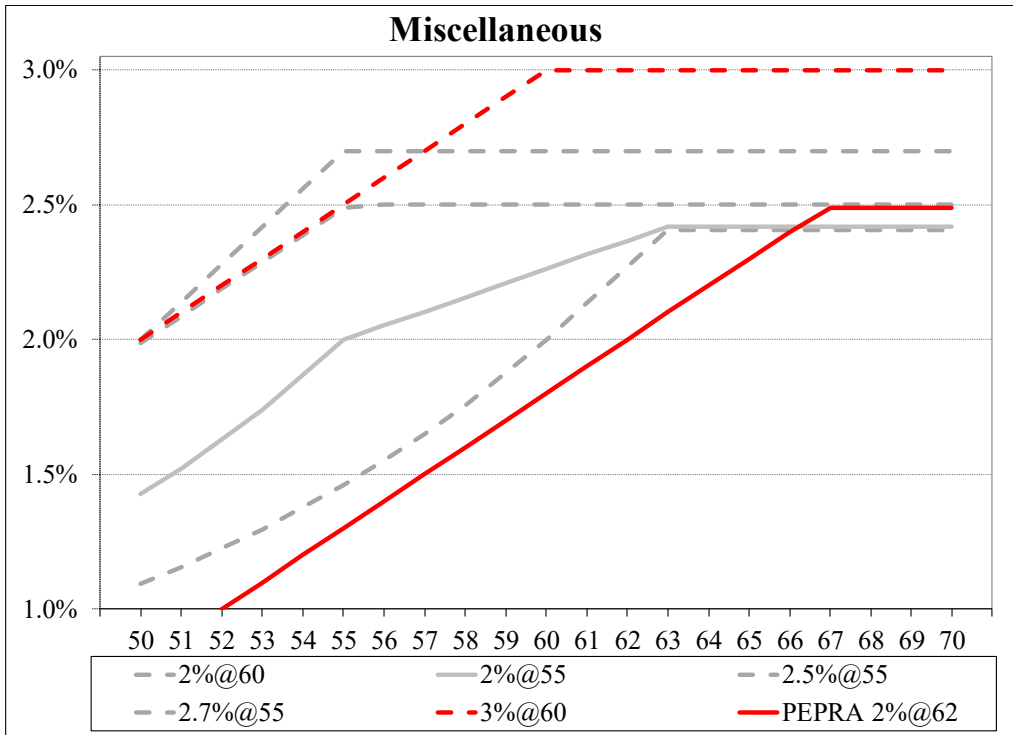
- At CalPERS, Enhanced Benefits implemented using all (future & prior) service
- Typically not negotiated with cost sharing
- City of Beaumont

	Tier 1	PEPRA
● Miscellaneous	3%@60 FAE1	2%@62 FAE3
● Safety Police	3%@50 FAE1	2.7%@57 FAE3

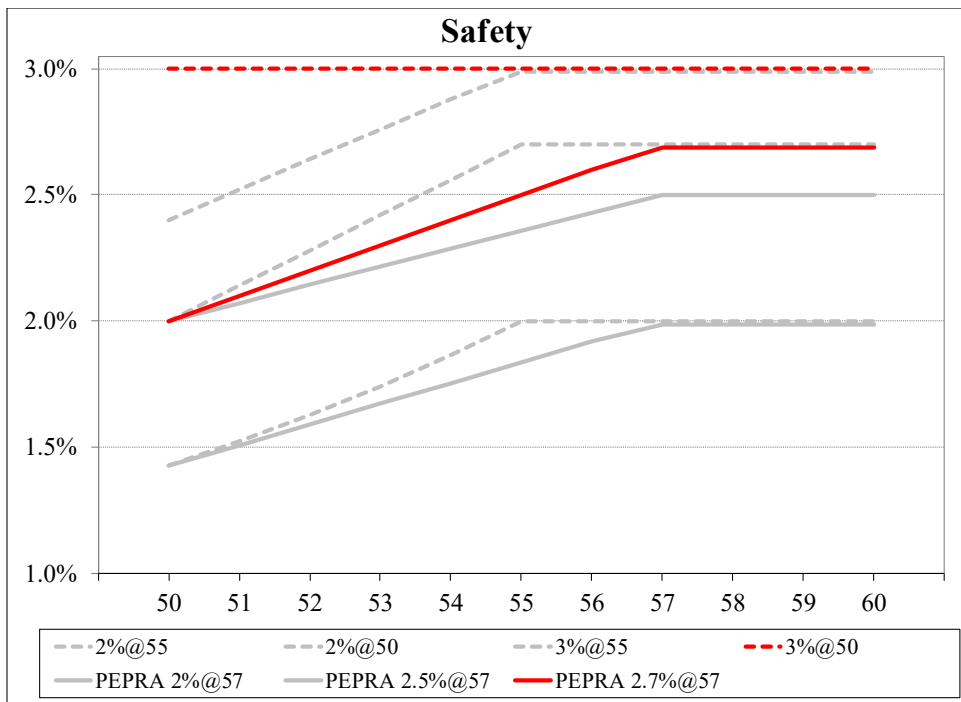
- Note:
 - FAE1 is highest one year (typically final) average earnings
 - FAE3 is highest three years (typically final three) average earnings
- PEPRA tier implemented for new employees hired after 1/1/13
 - Employee pays half of total normal cost
 - 2019 Compensation limit
 - Social Security participants: \$124,180
 - Non-Social Security participants: \$149,016



HOW WE GOT HERE – ENHANCED BENEFITS



HOW WE GOT HERE – ENHANCED BENEFITS



HOW WE GOT HERE – DEMOGRAPHIC

- Around the State
 - Large retiree liability compared to actives
 - State average: 56% for Miscellaneous, 65% for Safety
 - Declining active population and increasing number of retirees
 - Higher percentage of retiree liability increases contribution volatility

- City of Beaumont percentage of liability belonging to retirees:
 - Miscellaneous 39%
 - Safety 56%



January 16, 2020

9



CALPERS CHANGES

- Recent contribution policy changes:
 - No asset smoothing
 - No rolling amortization
 - 5-year ramp up
- February 2018: CalPERS adopted new amortization policy
 - Applies only to newly established amortization bases
 - Fixed dollar amortization rather than % pay
 - Amortize gains/losses over 20 rather than 30 years
 - 5-year ramp up (not down) for investment gains and losses
 - No ramp up/down for other amortization bases
 - Minimizes total interest paid over time and pays off UAL faster
 - Effective June 30, 2019 valuation for 2021/22 contributions

- CalPERS Board changed the discount rate:

	<u>Rate</u>	<u>Initial Impact</u>	<u>Full Impact</u>
● 6/30/16 valuation	7.375%	18/19	22/23
● 6/30/17 valuation	7.25%	19/20	23/24
● 6/30/18 valuation	7.00%	20/21	24/25



January 16, 2020

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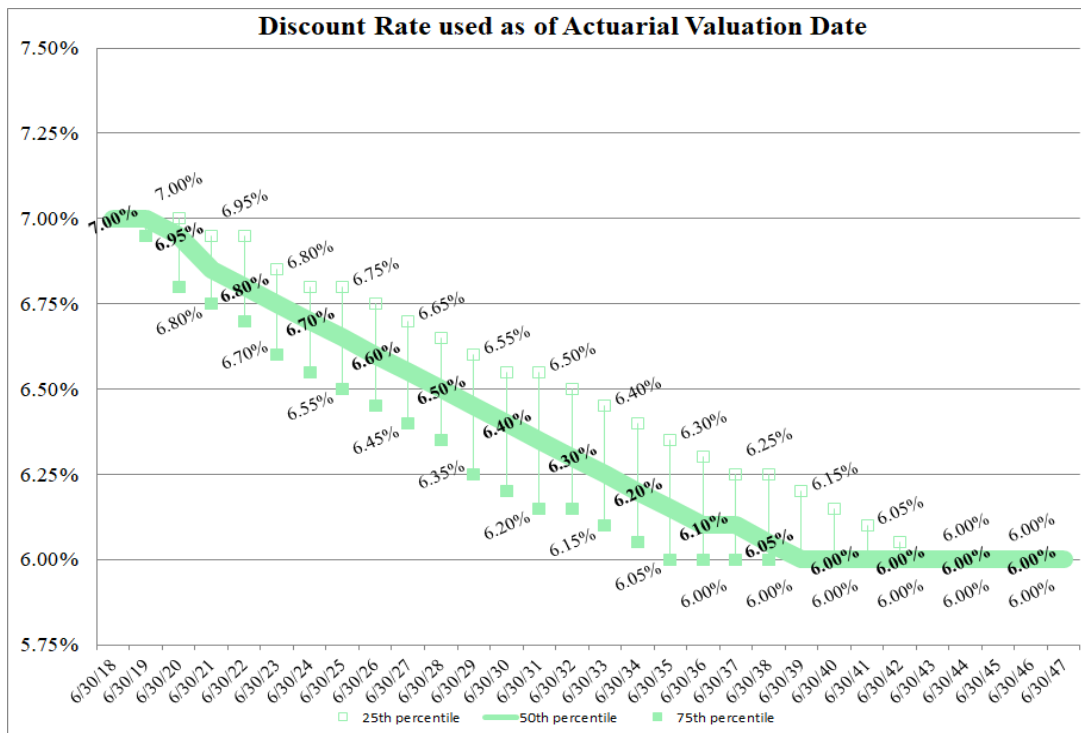
CALPERS CHANGES

■ Risk Mitigation Strategy

- Move to more conservative investments over time to reduce volatility
- Only when investment return is better than expected
- Lower discount rate in concert
- Essentially use $\approx 50\%$ of investment gains to pay for cost increases
- Likely get to 6.0% discount rate over 20+ years
- Risk mitigation suspended from 6/30/16 to 6/30/18 valuation
- Did not trigger for 6/30/19 valuation



CALPERS CHANGES



SUMMARY OF DEMOGRAPHIC INFORMATION - MISCELLANEOUS

	2012	2015	2017	2018
Actives				
■ Counts	101	92	83	100
■ Average PERSable Wages	\$ 56,200	\$ 64,500	\$ 60,900	\$ 64,800
■ Total PERSable Wages	5,700,000	5,900,000	5,100,000	6,500,000
Inactive Members				
■ Counts				
• Transferred	17	13	17	16
• Separated	27	31	40	45
• Receiving Payments	54	57	66	68

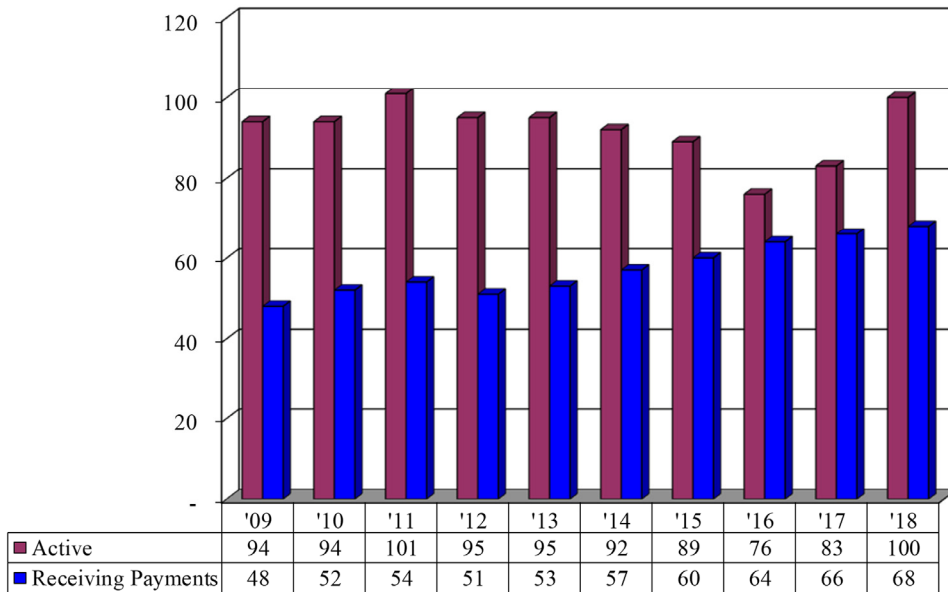


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SUMMARY OF DEMOGRAPHIC INFORMATION - MISCELLANEOUS



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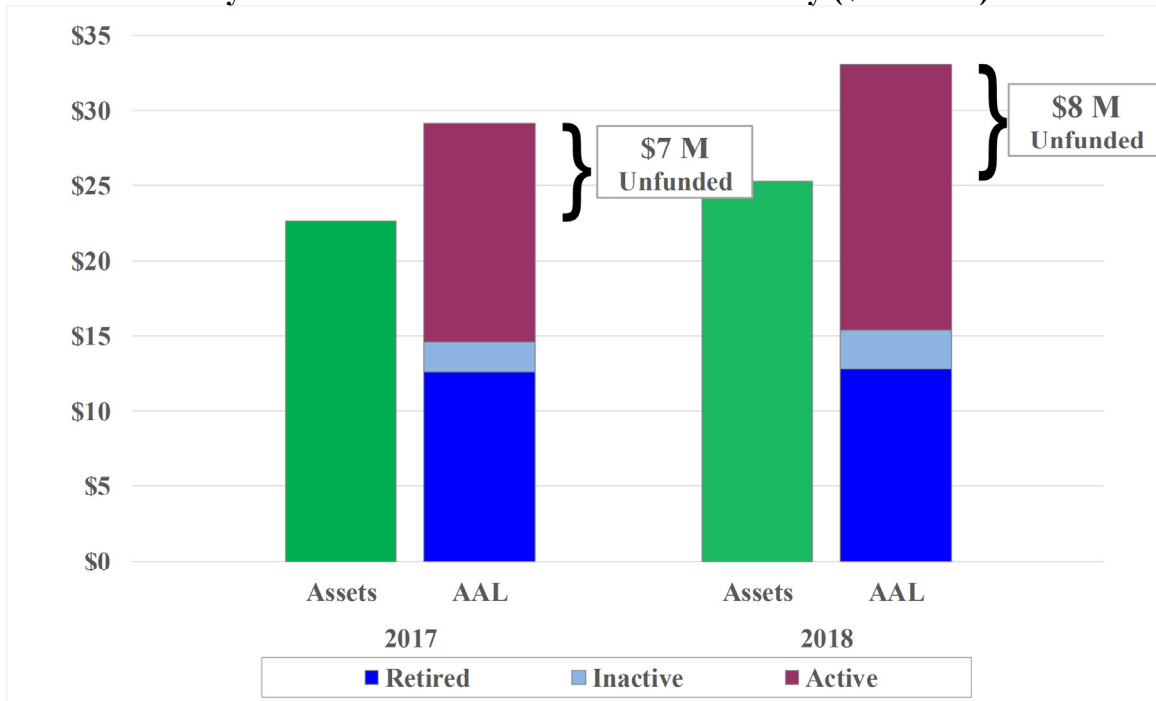
PLAN FUNDED STATUS - MISCELLANEOUS

	<u>June 30, 2017</u>	<u>June 30, 2018</u>
■ Actuarial Accrued Liability		
● Active	\$14,600,000	\$17,700,000
● Retiree	12,600,000	12,800,000
● Inactive	<u>2,000,000</u>	<u>2,600,000</u>
● Total	29,200,000	33,100,000
■ Assets	<u>22,600,000</u>	<u>25,300,000</u>
■ Unfunded Liability	6,600,000	7,800,000
■ Funded Ratio	77.5%	76.5%
■ Average funded ratio for CalPERS Public Agency Miscellaneous Plans	72.7%	71.8%



PLAN FUNDED STATUS - MISCELLANEOUS

City CalPERS Assets and Actuarial Liability (\$Millions)



PLAN FUNDED STATUS - MISCELLANEOUS

Discount Rate Sensitivity

June 30, 2018

	Discount Rate		
	<u>7.00%</u>	<u>6.50%¹</u>	<u>6.00%</u>
AAL	\$33,100,000	\$35,800,000	\$38,400,000
Assets	<u>25,300,000</u>	<u>25,300,000</u>	<u>25,300,000</u>
Unfunded Liability	7,800,000	10,500,000	13,100,000
Funded Ratio	76.5%	70.7%	65.9%

¹ Estimated by Bartel Associates.

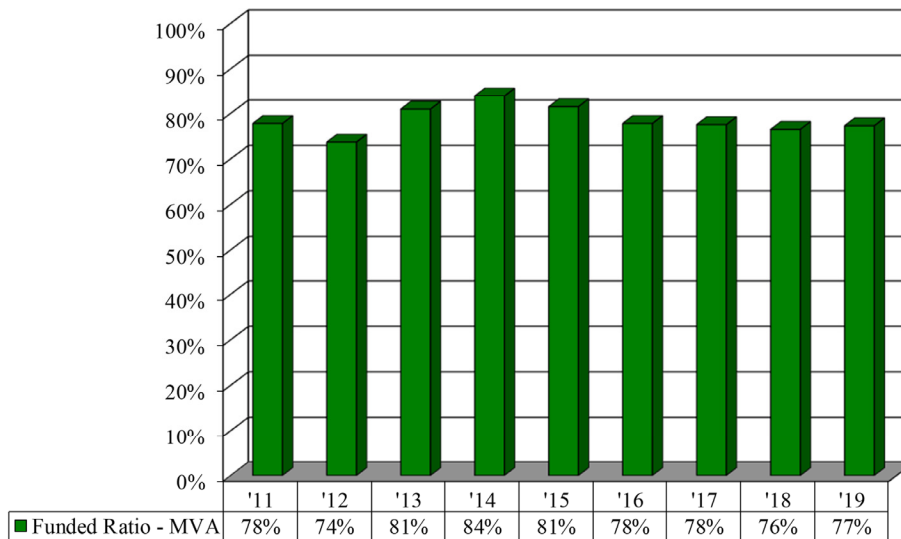


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FUNDED RATIO - MISCELLANEOUS



6/30/19 funded status estimated

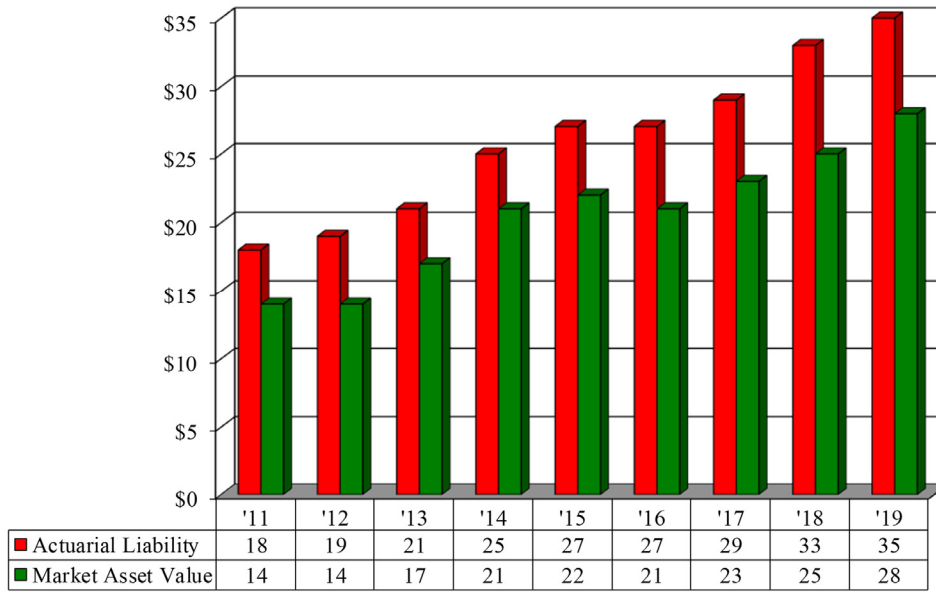


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FUNDED STATUS (MILLIONS) - MISCELLANEOUS



6/30/19 funded status estimated

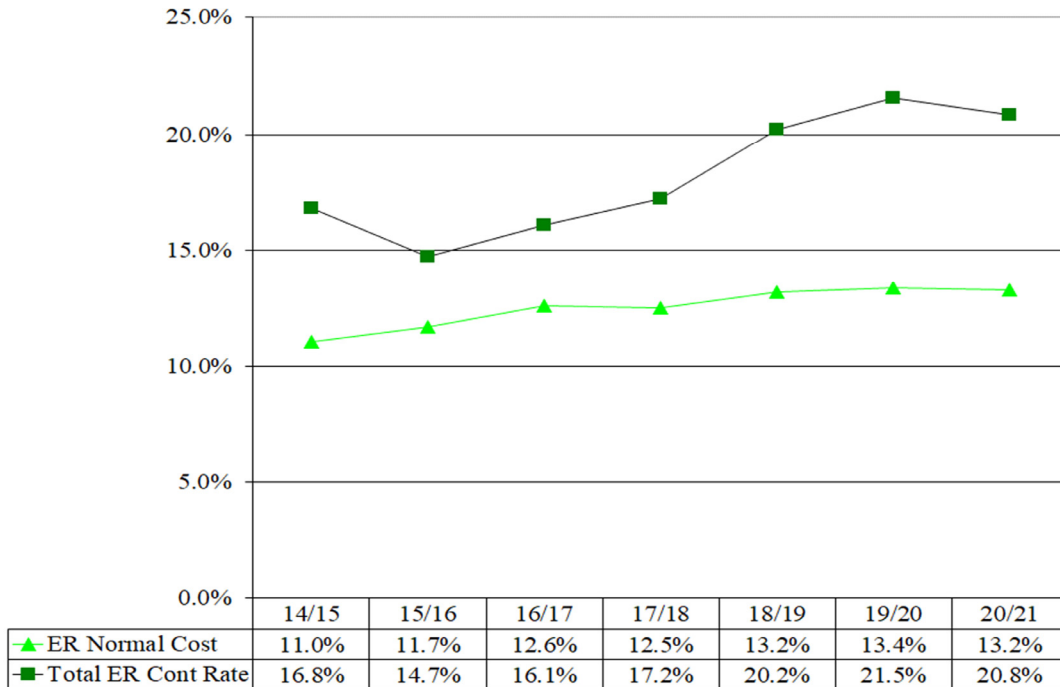


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CONTRIBUTION RATES - MISCELLANEOUS



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CONTRIBUTION RATES - MISCELLANEOUS

	6/30/18 Valuation		
	2020/2021 Contribution Rates		
	<u>Total²</u>	<u>Tier 1</u>	<u>PEPRA</u>
		3%<u>@60</u>	2%<u>@62</u>
■ Base Total Normal Cost	20.2%	22.5%	14.5%
■ 1 year final average pay	<u>0.5%</u>	<u>0.7%</u>	<u>-</u>
■ Total Normal Cost	20.7%	23.2%	14.5%
■ Risk Pool EE Contr. Rate	<u>7.5%</u>	<u>7.8%</u>	<u>6.8%</u>
■ ER Normal Cost	13.2%	15.4%	7.7%
■ Amortization Bases	7.6%	10.4%	0.6%
■ Amortization of Side Fund	<u>-</u>	<u>-</u>	<u>-</u>
■ Total ER Contribution	20.8%	25.8%	8.4%
■ Employee counts	100	69	31
■ Employee payroll (in 000's)	\$ 7,026	\$ 5,026	\$ 2,000
■ Total ER Contribution \$ (in 000's)	\$ 1,465	\$ 1,297	\$ 167

² Weighting of total contribution based on projected classic and PEPRA payrolls



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CONTRIBUTION RATES - MISCELLANEOUS

	<u>6/30/17</u>	<u>6/30/18</u>
	<u>2019/2020</u>	<u>2020/2021</u>
■ Total Normal Cost	21.0%	20.7%
■ Employee Normal Cost	<u>7.6%</u>	<u>7.5%</u>
■ Employer Normal Cost	13.4%	13.2%
■ Amortization Payments	<u>8.2%</u>	<u>7.6%³</u>
■ Total Employer Contribution Rate	21.5%	20.8%
■ 2019/20 Employer Contribution Rate		21.5%
● Payroll > Expected		(2.0%)
● 6/30/14 Assumption Change (5 th Year)		0.5%
● 6/30/16 Discount Rate Change (3 rd Year)		0.2%
● 6/30/17 Discount Rate & Inflation (2 nd Year)		0.2%
● 6/30/18 Discount Rate change (1 st Year)		0.2%
● Other (Gains)/Losses		<u>0.2%</u>
■ 2020/21 Employer Contribution Rate		20.8%

³ Equivalent to 6.5% of UAL. One year, 7% interest on the UAL is 8.2% of payroll.



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CONTRIBUTION PROJECTIONS - MISCELLANEOUS

- Market Value Investment Return:
 - June 30, 2019 6.7%⁴
 - Future returns based on stochastic analysis using 1,000 trials

<u>Single Year Returns at</u> ⁵	<u>25th Percentile</u>	<u>50th Percentile</u>	<u>75th Percentile</u>
Current Investment Mix	0.1%	7.0%	14.8%
Ultimate Investment Mix	0.8%	6.0%	11.4%
 - Assumes investment returns will, generally be 6.5% (as compared to 7.0%) over the next 9 years and higher beyond that.
- Discount Rate decreases due to Risk Mitigation policy
- No Other: Gains/Losses, Method/Assumption Changes, Benefit Improvements
- Different from CalPERS projection

⁴ Gross return based on July 2019 CalPERS press release

⁵ Nth percentile means N percentage of our trials result in returns lower than the indicated rates.



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CONTRIBUTION PROJECTIONS - MISCELLANEOUS

- New hire assumptions:
 - 92.5% of 2019/20 new hires are PEPRAs and 7.5% are Classic members
 - Percentage of PEPRAs member future hires to increase from 92.5% to 100% over 3 years

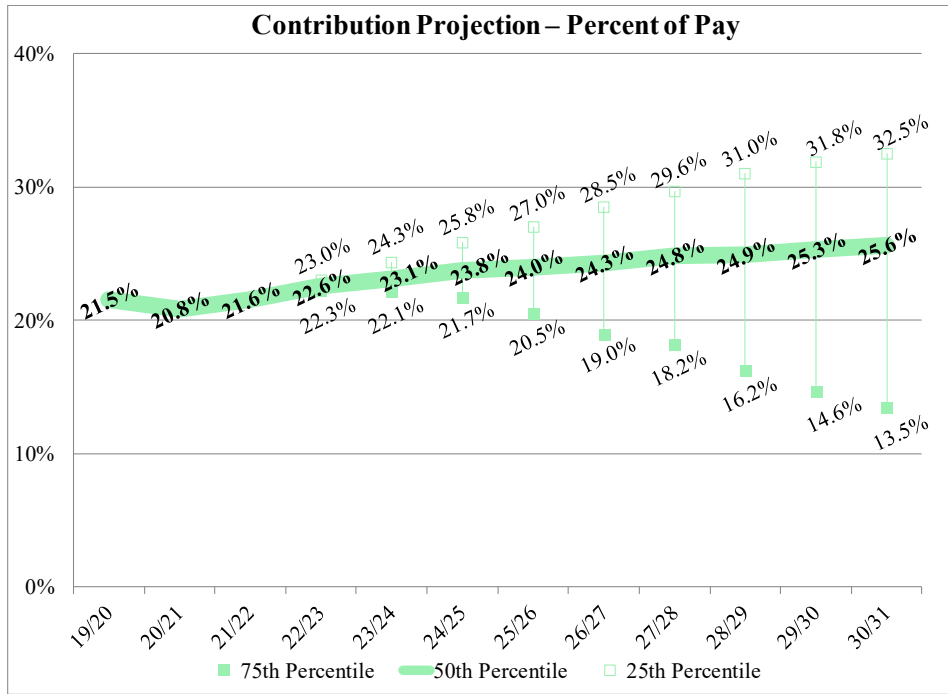


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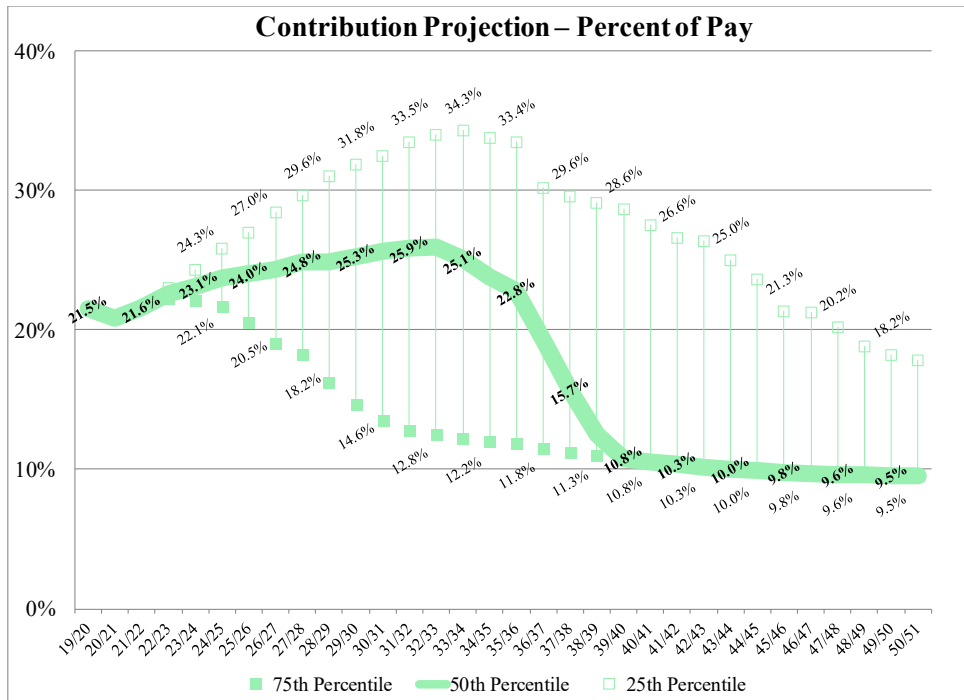
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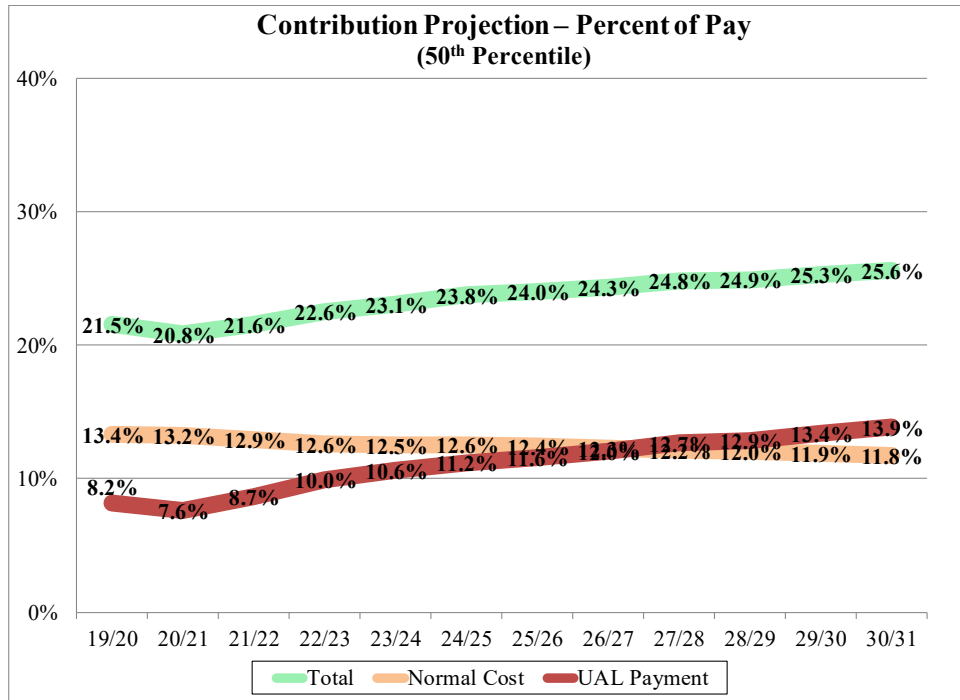
CONTRIBUTION PROJECTIONS - MISCELLANEOUS



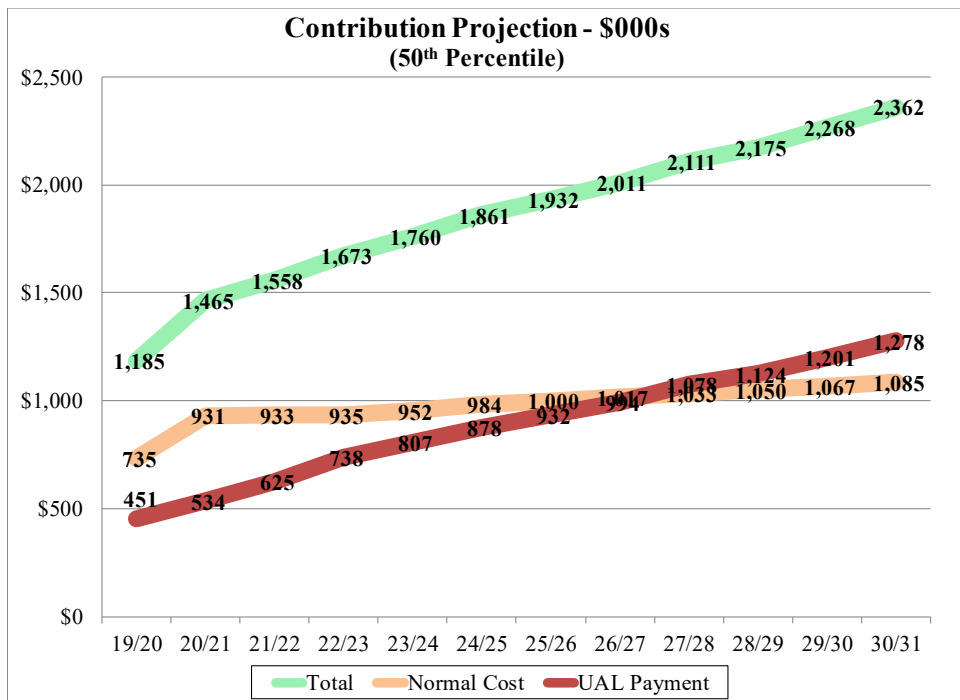
CONTRIBUTION PROJECTIONS - MISCELLANEOUS



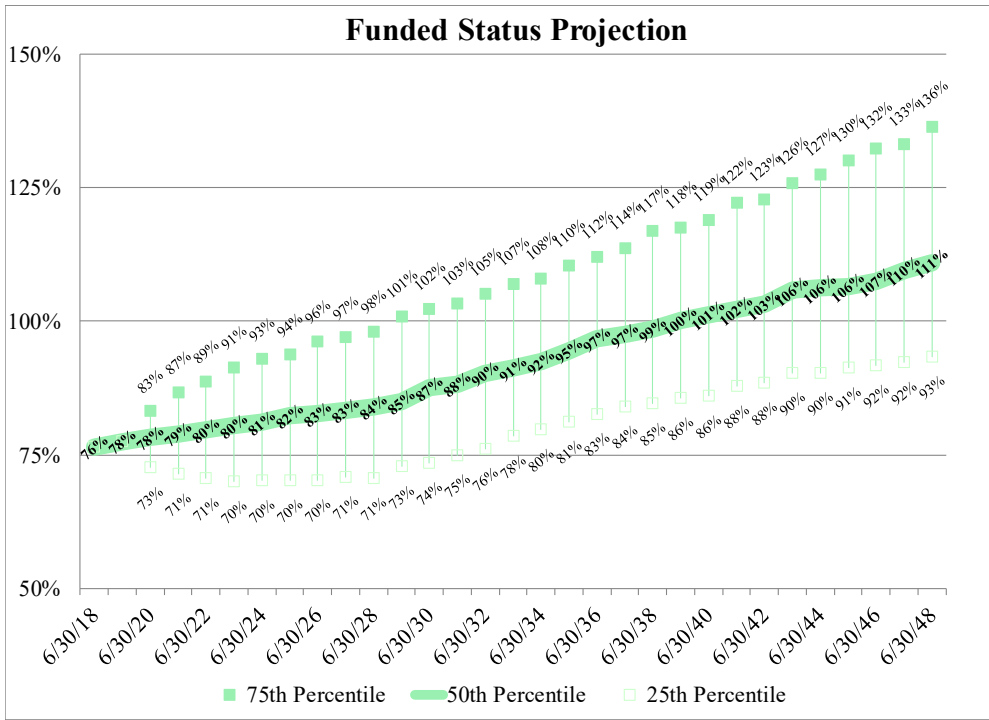
CONTRIBUTION PROJECTIONS - MISCELLANEOUS



CONTRIBUTION PROJECTIONS - MISCELLANEOUS



FUNDED STATUS - MISCELLANEOUS



FUNDED STATUS - MISCELLANEOUS

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SUMMARY OF DEMOGRAPHIC INFORMATION - SAFETY

	2011	2014	2017	2018
Actives				
■ Counts	58	43	39	41
■ Average PERSable Wages	\$ 93,600	\$ 98,400	\$ 99,000	\$ 100,400
■ Total PERSable Wages	5,400,000	4,200,000	3,900,000	4,100,000
Inactive Members				
■ Counts				
• Transferred	19	21	22	22
• Separated	11	13	14	15
• Receiving Payments	41	50	54	54

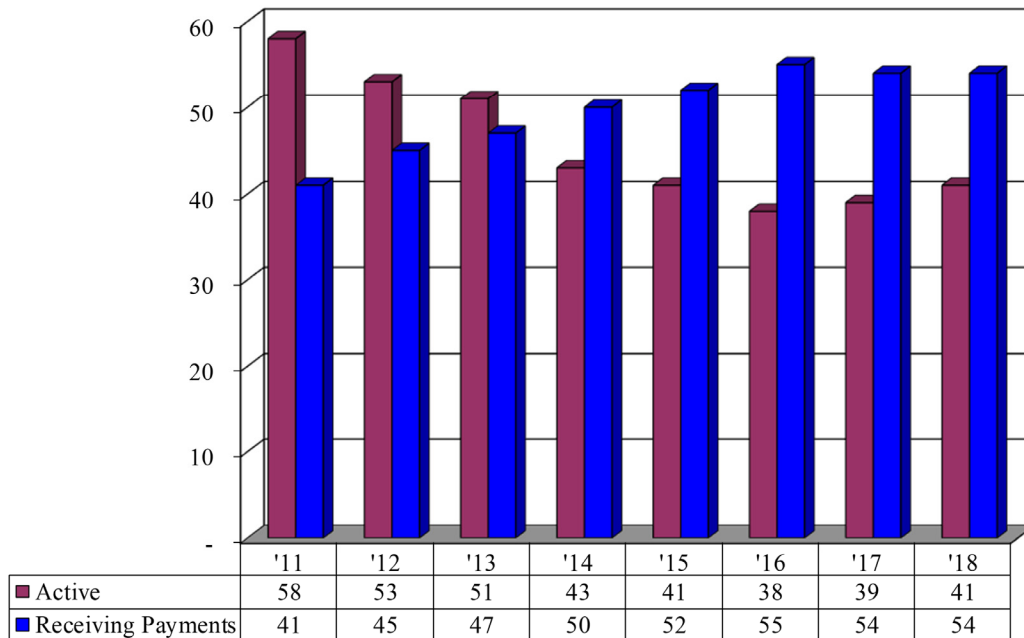


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SUMMARY OF DEMOGRAPHIC INFORMATION - SAFETY



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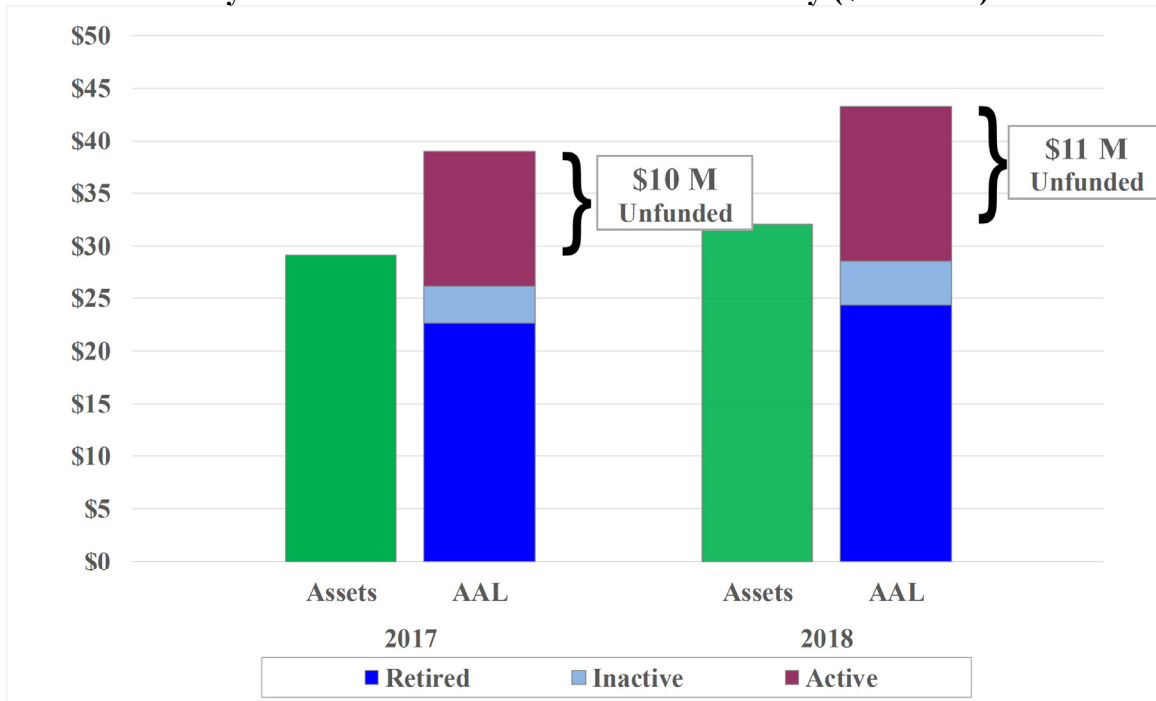
PLAN FUNDED STATUS - SAFETY

	<u>June 30, 2017</u>	<u>June 30, 2018</u>
■ Actuarial Accrued Liability		
● Active	\$12,700,000	\$14,700,000
● Retiree	22,600,000	24,300,000
● Inactive	<u>3,600,000</u>	<u>4,300,000</u>
● Total	38,900,000	43,300,000
■ Assets	<u>29,100,000</u>	<u>32,100,000</u>
■ Unfunded Liability	9,800,000	11,200,000
■ Funded Ratio	74.8%	74.1%
■ Average funded ratio for CalPERS Public Agency Safety Plans	69.4%	68.3%



PLAN FUNDED STATUS - SAFETY

City CalPERS Assets and Actuarial Liability (\$Millions)



PLAN FUNDED STATUS - SAFETY

Discount Rate Sensitivity

June 30, 2018

	Discount Rate		
	<u>7.00%</u>	<u>6.50%⁶</u>	<u>6.00%</u>
AAL	\$43,300,000	\$46,700,000	\$50,000,000
Assets	<u>32,100,000</u>	<u>32,100,000</u>	<u>32,100,000</u>
Unfunded Liability	11,200,000	14,600,000	17,900,000
Funded Ratio	74.1%	68.7%	64.2%

⁶ Estimated by Bartel Associates.

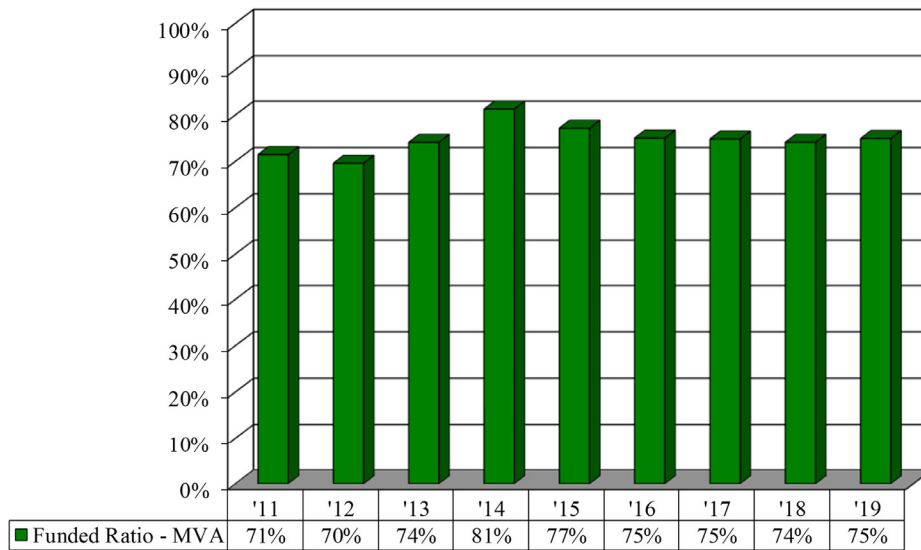


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FUNDED RATIO - SAFETY



6/30/19 funded status estimated

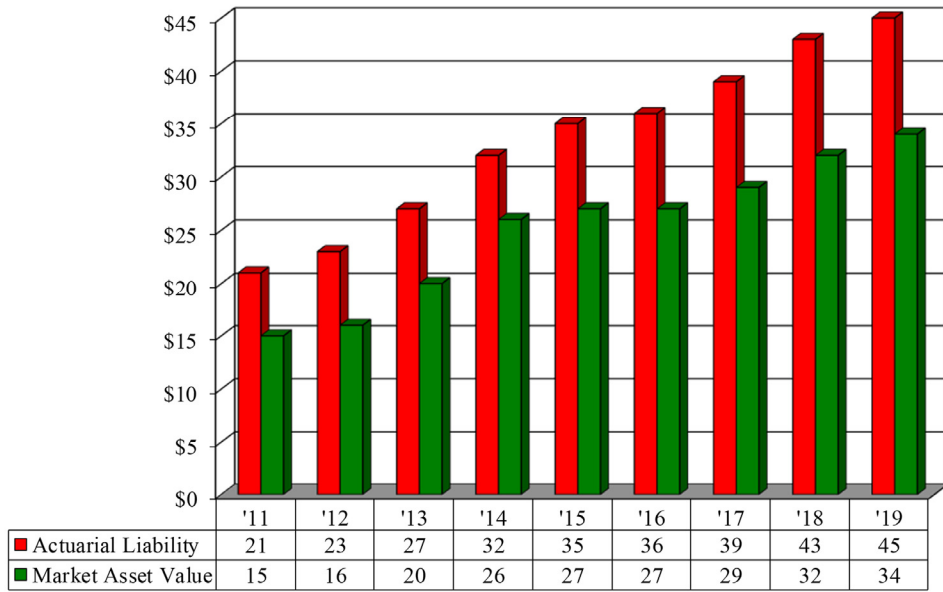


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FUNDED STATUS (MILLIONS) - SAFETY



6/30/19 funded status estimated

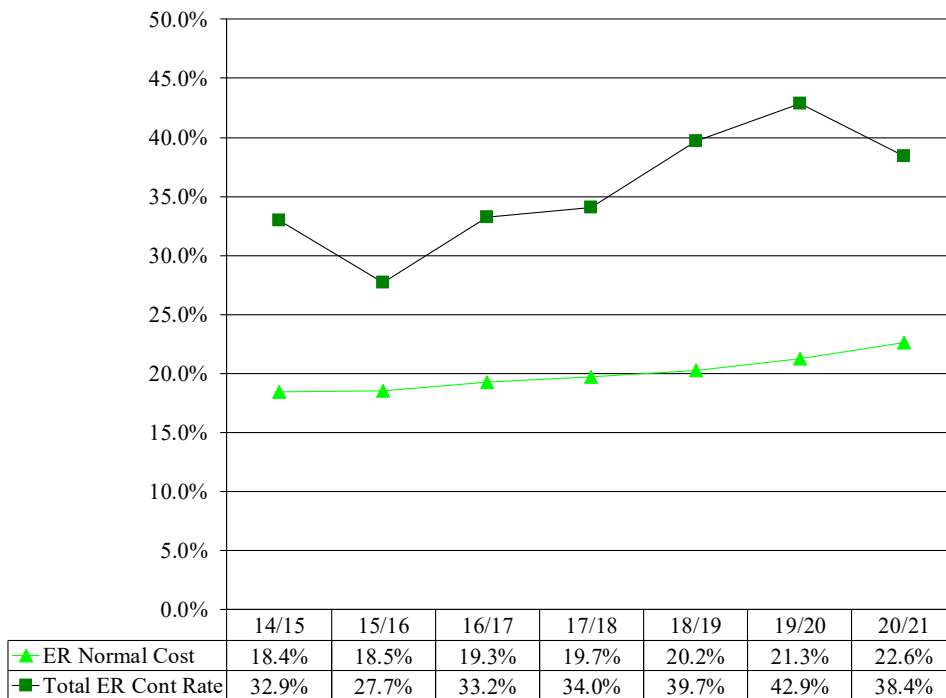


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CONTRIBUTION RATES - SAFETY



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CONTRIBUTION RATES - SAFETY

	6/30/18 Valuation		
	2020/2021 Contribution Rates		
	<u>Total</u>⁷	<u>Tier 1</u>	<u>PEPRA</u>
		3%<u>@50</u>	2.7%<u>@57</u>
■ Base Total Normal Cost	30.9%	31.4%	26.0%
■ 1 year final average pay	<u>1.1%</u>	<u>1.2%</u>	-
■ Total Normal Cost	32.0%	32.7%	26.0%
■ Risk Pool EE Contr. Rate	9.4%	9.0%	13.0%
■ ER Normal Cost	22.6%	23.7%	13.0%
■ Amortization Bases	15.8%	17.4%	1.4%
■ Amortization of Side Fund	-	-	-
■ Total ER Contribution	38.4%	41.0%	14.4%
■ Employee counts	41	35	6
■ Employee payroll (in 000's)	\$ 4,466	\$ 4,030	\$ 436
■ Total ER Contribution \$ (in 000's)	\$ 1,715	\$ 1,652	\$ 63

⁷ Weighting of total contribution based on projected classic and PEPRA payrolls



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CONTRIBUTION RATES - SAFETY

	<u>6/30/17</u>	<u>6/30/18</u>
	<u>2019/2020</u>	<u>2020/2021</u>
■ Total Normal Cost	30.5%	32.0%
■ Employee Normal Cost	<u>9.2%</u>	<u>9.4%</u>
■ Employer Normal Cost	21.3%	22.6%
■ Amortization Payments	<u>21.6%</u>	<u>15.8%⁸</u>
■ Total Employer Contribution Rate	42.9%	38.4%
■ 2019/20 Employer Contribution Rate		42.9%
● Payroll > Expected		(0.7%)
● 6/30/14 Assumption Change (5 th Year)		0.9%
● 6/30/16 Discount Rate Change (3 rd Year)		0.3%
● 6/30/17 Discount Rate & Inflation (2 nd Year)		0.4%
● 6/30/18 Discount Rate change (1 st Year)		2.0%
● Side fund base drop off		<u>(7.4%)</u>
■ 2020/21 Employer Contribution Rate		38.4%

⁸ Equivalent to 6.3% of UAL. One year 7% interest in the UAL is 17.6% of payroll



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CONTRIBUTION PROJECTIONS - SAFETY

- Market Value Investment Return:
 - June 30, 2019 6.7%⁹
 - Future returns based on stochastic analysis using 1,000 trials

<u>Single Year Returns at¹⁰</u>	<u>25th Percentile</u>	<u>50th Percentile</u>	<u>75th Percentile</u>
Current Investment Mix	0.1%	7.0%	14.8%
Ultimate Investment Mix	0.8%	6.0%	11.4%

 - Assumes investment returns will, generally be 6.5% (as compared to 7.0%) over the next 9 years and higher beyond that.
- Discount Rate decreases due to Risk Mitigation policy
- No Other: Gains/Losses, Method/Assumption Changes, Benefit Improvements
- Different from CalPERS projection

⁹ Gross return based on July 2019 CalPERS press release.

¹⁰ Nth percentile means N percentage of our trials result in returns lower than the indicated rates.

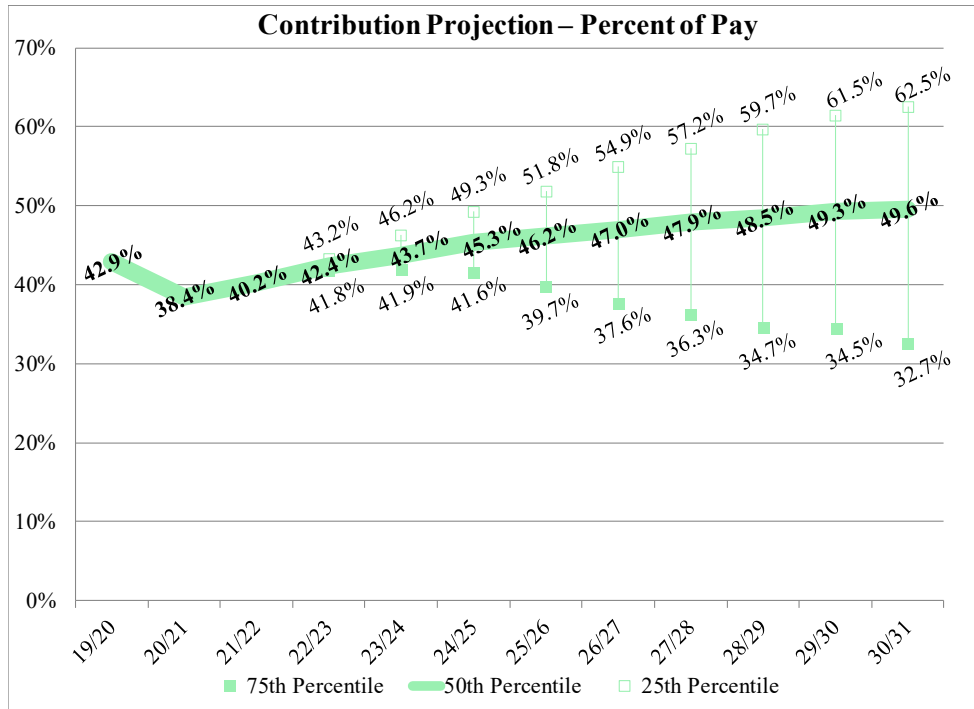


CONTRIBUTION PROJECTIONS - SAFETY

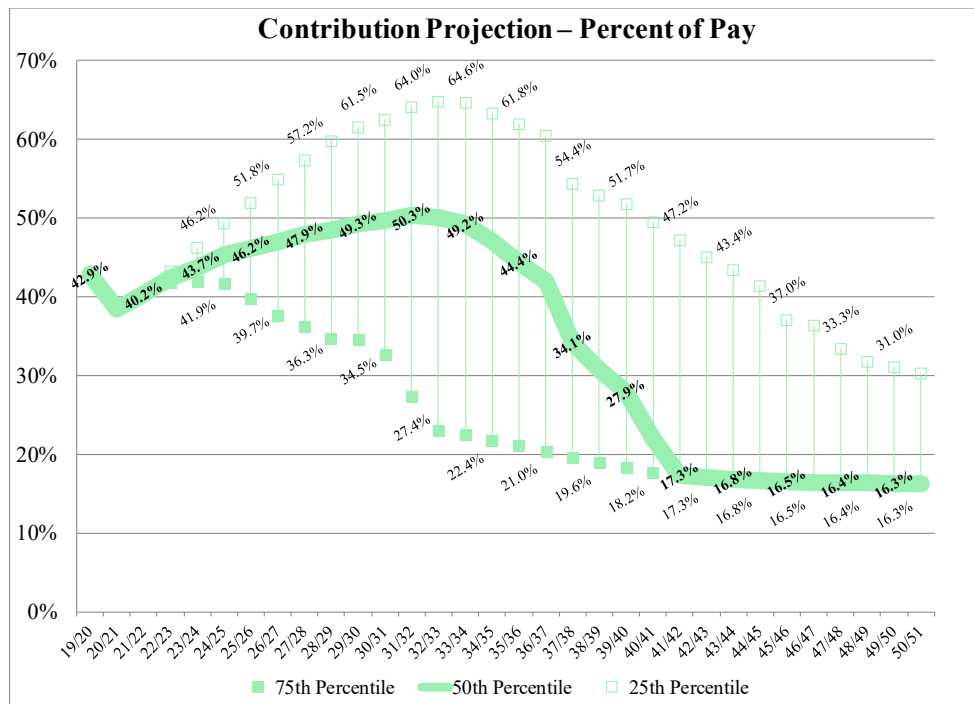
- New hire assumptions:
 - 92.5% of 2019/20 new hires are PEPRAs and 7.5% are Classic members
 - Percentage of PEPRAs member future hires to increase from 92.5% to 100% over 3 years



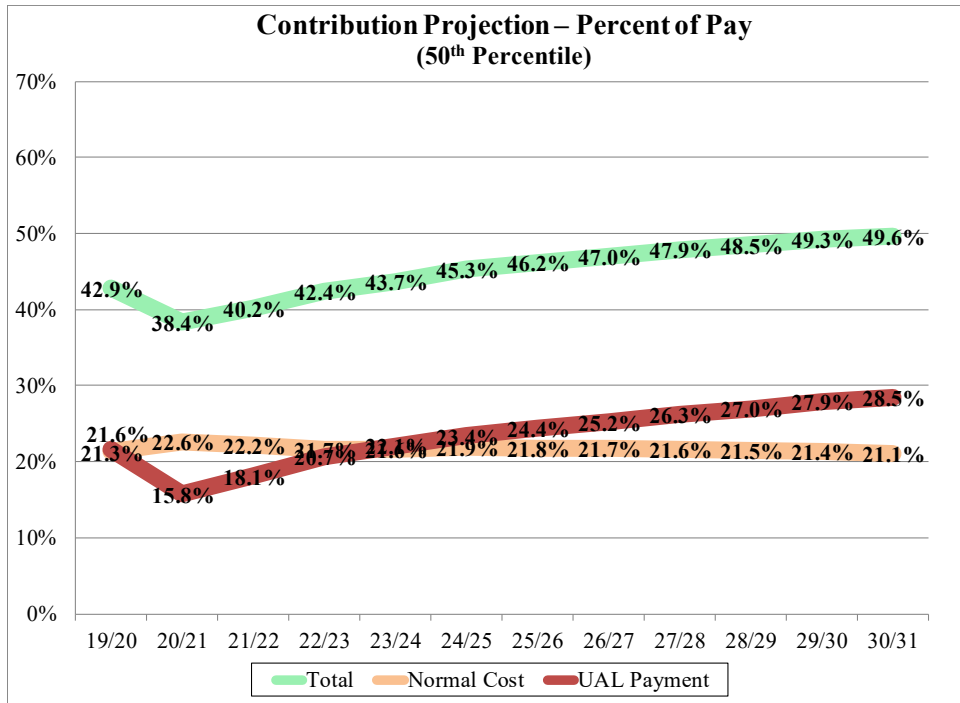
CONTRIBUTION PROJECTIONS - SAFETY



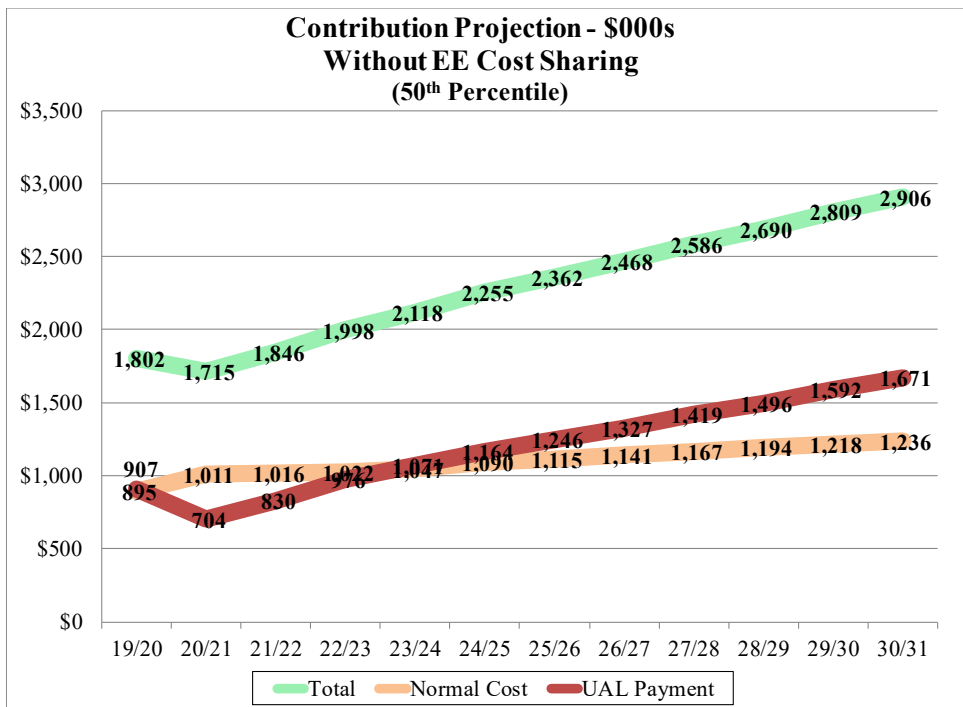
CONTRIBUTION PROJECTIONS - SAFETY



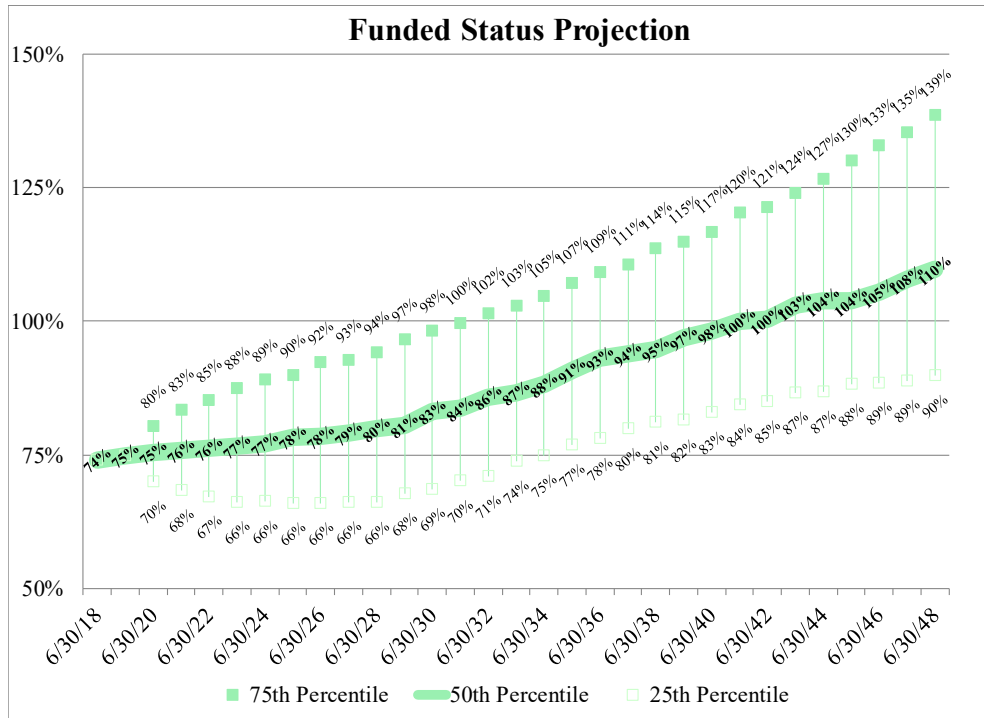
CONTRIBUTION PROJECTIONS - SAFETY



CONTRIBUTION PROJECTIONS - SAFETY



FUNDED STATUS - SAFETY

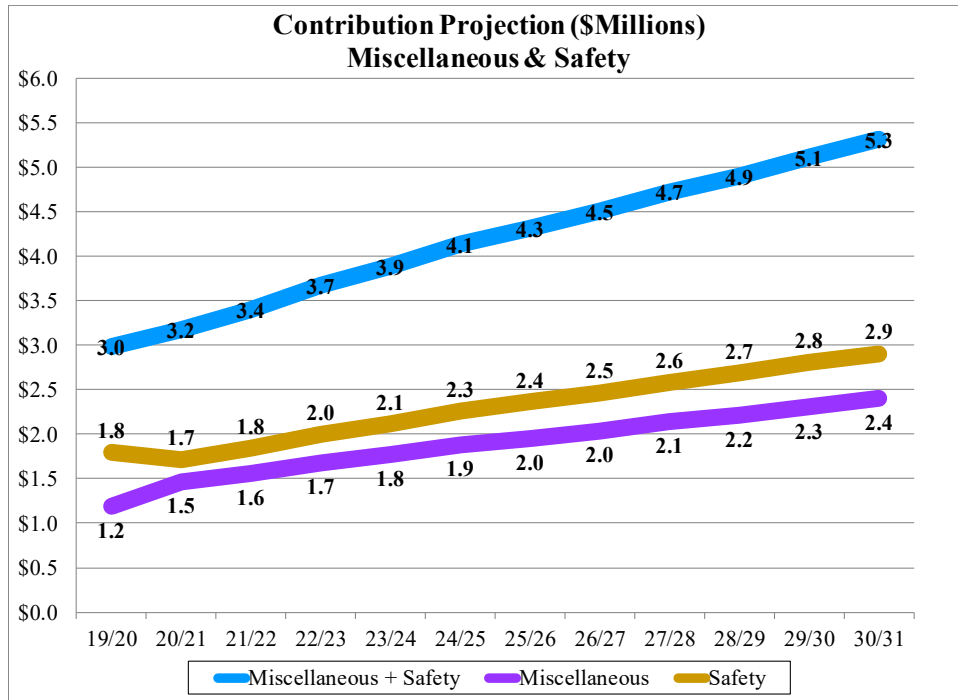


FUNDED STATUS - SAFETY

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COMBINED MISCELLANEOUS AND SAFETY



COMBINED MISCELLANEOUS AND SAFETY

Funded Status Summary on June 30, 2018 (Amounts in \$Millions)

	Miscellaneous	Safety	Total
■ AAL	\$ 33.1	\$ 43.3	\$ 76.4
■ Assets	<u>25.3</u>	<u>32.1</u>	<u>57.4</u>
■ Unfunded AAL	7.8	11.2	19.0
■ Funded Ratio	76.5%	74.1%	75.1%



LEAVING CALPERS

- Participation in CalPERS is governed by State law and CalPERS rules
- The following are considered “withdrawing” from CalPERS:
 - Exclude new hires from CalPERS & giving them a different pension
 - Stop accruing benefits for current employees
- “Withdrawal” from CalPERS:
 - Treated as plan termination
 - Liability increased for conservative investments
 - Liability increased for future demographic fluctuations
 - Liability must be funded immediately by withdrawing agency
 - Otherwise, retiree benefits are cut



LEAVING CALPERS

CalPERS Termination Estimates on June 30, 2018 (Amounts in Millions)

Discount Rate	Ongoing Plan	Termination Basis	
	7.00%	2.5%	3.25%
Miscellaneous			
Actuarial Accrued Liability	\$ 33	\$ 60	\$ 53
Assets	<u>25</u>	<u>25</u>	<u>25</u>
Unfunded AAL (UAAL)	8	35	28
Safety			
Actuarial Accrued Liability	\$ 43	\$ 81	\$ 72
Assets	<u>32</u>	<u>32</u>	<u>32</u>
Unfunded AAL (UAAL)	11	49	40
Total			
Unfunded AAL (UAAL)	19	84	68
Funded Ratio	75.1%	40.4%	45.6%



PEPRA COST SHARING

- Target of 50% of total normal cost paid by all employees
- *PEPRA members* must pay greater of 50% of total normal cost or bargained amount if higher
- Employer cannot pay any part of *PEPRA member* required employee contributions
- Employer may impose current employees pay 50% of total normal cost (limited to 8% of pay for Miscellaneous and 12% for Safety) if not agreed through collective bargaining by 1/1/18
- Miscellaneous Plan 2020/21:

	<u>Classic Members</u>	<u>New Members</u>
	Tier 1	PEPRA
	<u>3% @ 60 FAE1</u>	<u>2% @ 62 FAE3</u>
● Employer Normal Cost	15.4%	7.73%
● Member Normal Cost	<u>8.0%</u>	<u>6.75%</u>
● Total Normal Cost	23.4%	14.48%
● 50% Target	11.7%	7.24%



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PEPRA COST SHARING

- Safety Plan 2020/21:

	<u>Classic Members</u>	<u>New Members</u>
	Tier 1	PEPRA
	<u>3% @ 50 FAE1</u>	<u>2.7% @ 57 FAE3</u>
● Employer Normal Cost	23.7%	13.04%
● Member Normal Cost	<u>9.0%</u>	<u>13.00%</u>
● Total Normal Cost	32.7%	26.04%
● 50% Target	16.4%	13.02%

- PEPRA Member Contributions:

Group	2019/20		2020/21			
	Total NC (Basis)	Member Rate	Total Normal Cost	Change	Member Rate	Method
Miscellaneous	13.74%	6.75%	14.48%	0.75%	6.75%	Risk Pool Basis
Safety	24.14%	12.00%	26.04%	1.90%	13.00%	Risk Pool Basis



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PAYING DOWN THE UNFUNDED LIABILITY & RATE STABILIZATION

- Where do you get the money from?
- How do you use the money?



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WHERE DO YOU GET THE MONEY FROM?

- POB:
 - Usually thought of as interest arbitrage between expected earnings and rate paid on POB
 - No guaranteed savings
 - PEPRA prevents contributions from dropping below normal cost
 - Savings offset when investment return is good
 - GFOA Advisory
- Borrow from General Fund similar to State
- One time payments
 - Governing body resolution to use a portion of one time money, e.g.
 - 1/3 to one time projects
 - 1/3 to replenish reserves and
 - 1/3 to pay down unfunded liability



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HOW DO YOU USE THE MONEY?

- Internal Service Fund
 - Typically used for rate stabilization
 - Restricted investments:
 - Likely low (0.5%-1.0%) investment returns
 - Short term/high quality, designed for preservation of principal
 - Assets can be used by governing body for other purposes
 - Does not reduce Unfunded Liability



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HOW DO YOU USE THE MONEY?

- Make payments directly to CalPERS:
 - Likely best long-term investment return
 - Must be considered an irrevocable decision
 - Extra payments cannot be used as future “credit”
 - PEPRA prevents contributions from dropping below normal cost
 - Option #1: Request shorter amortization period (Fresh Start):
 - Higher short term payments
 - Less interest and lower long term payments
 - Likely cannot revert to old amortization schedule
 - Savings offset when investment return is good (PEPRA)



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HOW DO YOU USE THE MONEY?

- Make payments directly to CalPERS (continued):
 - Option #2: Target specific amortization bases:
 - Extra contribution's impact muted by reduced future contributions
 - CalPERS can't track the "would have been" contribution
 - Must continually make payments larger than required in order to pay down UAL faster
 - No guaranteed savings
 - Larger asset pool means larger loss (or gain) opportunity
 - Paying off shorter amortization bases: larger contribution savings over shorter period:
 - e.g. 10 year base reduces contribution 11.9¢ for \$1
 - Less interest savings vs paying off longer amortization bases
 - Paying off longer amortization bases: smaller contribution savings over longer period:
 - e.g. 25 year base reduces contribution 6.2¢ for \$1
 - More interest savings vs paying off shorter amortization bases



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HOW DO YOU USE THE MONEY?

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IRREVOCABLE SUPPLEMENTAL (§115) PENSION TRUST

- Can only be used to:
 - Reimburse City for CalPERS contributions
 - Make payments directly to CalPERS
- Investments significantly less restricted than City investment funds
 - Fiduciary rules govern Trust investments
 - Usually, designed for long term returns
- Assets don't count for GASB accounting
 - Are considered Employer assets
- Over 100 trusts established, mostly since 2015
 - Trust providers: PARS, PFM, Keenan
 - California Employers' Pension Prefunding Trust (CEPPT) effective July 2019
 - Strategy 1: Expected Return 5% (48 stocks / 52% bonds)
 - Strategy 2: Expected Return 4% (22% stocks / 78% bonds)



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IRREVOCABLE SUPPLEMENTAL (§115) PENSION TRUST

- More flexibility than paying CalPERS directly
 - City decides if and when and how much money to put into Trust
 - City decides if and when and how much to withdraw to pay CalPERS or reimburse Agency
- Funding strategies typically focus on
 - Reducing the unfunded liability
 - Fund enough to make total CalPERS UAL = 0
 - Make PEPPA required payments from Trust when overfunded
 - Stabilizing contribution rates
 - Mitigate expected contribution rates to better manage budget
 - Combination
 - Use funds for rate stabilization/budget predictability
 - Target increasing fund balance to pay off UAL sooner



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IRREVOCABLE SUPPLEMENTAL (§115) PENSION TRUST

- Consider:
 - How much can you put into Trust?
 - Initial seed money?
 - Additional amounts in future years?
 - When do you take money out?
 - Target budget rate?
 - Year target budget rate kicks in?
 - Before or after CalPERS rate exceeds budgeted rate?



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COMPARISON OF OPTIONS

- | | |
|--|--|
| <ul style="list-style-type: none">■ Supplemental Trust<ul style="list-style-type: none">● Flexible● Likely lower long-term return● Investment strategy choice● Does not reduce net pension liability for GASB reporting● More visible | <ul style="list-style-type: none">■ CalPERS<ul style="list-style-type: none">● Locked In● Likely higher long-term return● No investment choice● Reduces net pension liability for GASB reporting● More restricted |
|--|--|



January 16, 2020

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EXAMPLE OF ADDITIONAL PAYMENTS

Direct Payment to CalPERS

- Following example illustrates additional contribution of:
 - \$2 million to CalPERS in September 2020
 - \$500,000 for 5 years, beginning in FY 2020/21
 - Contributions allocated to 2 plans based on UAL, 41% and 59% allocated to Miscellaneous and Safety plan respectively
- Miscellaneous
 - Long Base: 2018 Non-Asset Gain/Loss (30 years remaining) and 2016 Gain/Loss (28 years remaining)
 - Short Base: Share of Pre-2013 Pool UAL (16 years remaining)
- Safety
 - Long Base: 2018 Non-Asset Gain/Loss (30 years remaining), 2017 Non-Asset Gain/Loss (29 years remaining) and 2016 Asset Gain/Loss (28 years remaining)
 - Short Base: Share of Pre-2013 Pool UAL (17 years remaining) and 2014 Assumption Change (16 years remaining)



January 16, 2020

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EXAMPLE OF ADDITIONAL PAYMENTS

Direct Payment to CalPERS (continued)

- Estimated Savings

	Miscellaneous	Safety
Short Base	\$819,000 @ Sept 2020 + 205,000/5yrs	\$1,181,000 @ Sept 2020 + 295,000/5yrs
\$ Savings	\$1,086,000	\$1,414,000
PV Savings @ 3%	498,000	654,000
Long Base	\$819,000 @ Sept 2020 + 205,000/5yrs	\$1,181,000 @ Sept 2020 + 295,000/5yrs
\$ Savings	\$2,062,000	\$3,025,000
PV Savings @ 3%	858,000	1,253,000
No Contribution Reduction	\$819,000 @ Sept 2020 + 205,000/5yrs	\$1,181,000 @ Sept 2020 + 295,000/5yrs
\$ Savings	\$3,009,000	\$4,531,000
PV Savings @ 3%	1,245,000	1,853,000
Fresh Start – 15 Years	N/A	N/A
\$ Savings	\$1,607,000	\$2,614,000
PV Savings @ 3%	628,000	1,020,000



January 16, 2020

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EXAMPLE OF ADDITIONAL PAYMENTS

Payment to 115 Trust

	Miscellaneous	Safety
Trust Contributions	\$819,000 @ Sept 2020 + 205,000/5yrs	\$1,181,000 @ Sept 2020 + 295,000/5yrs
Trust Earnings	5%	5%
Trust Target		
- Target Rate	22.0%	41.4%
- 1st Year	2025/26	2026/27
- Last Year	2035/36	2036/37
\$ Savings (000's)	\$985,000	\$1,528,000
PV Savings @ 3% (000's)	324,000	501,000



EXAMPLE OF ADDITIONAL PAYMENTS

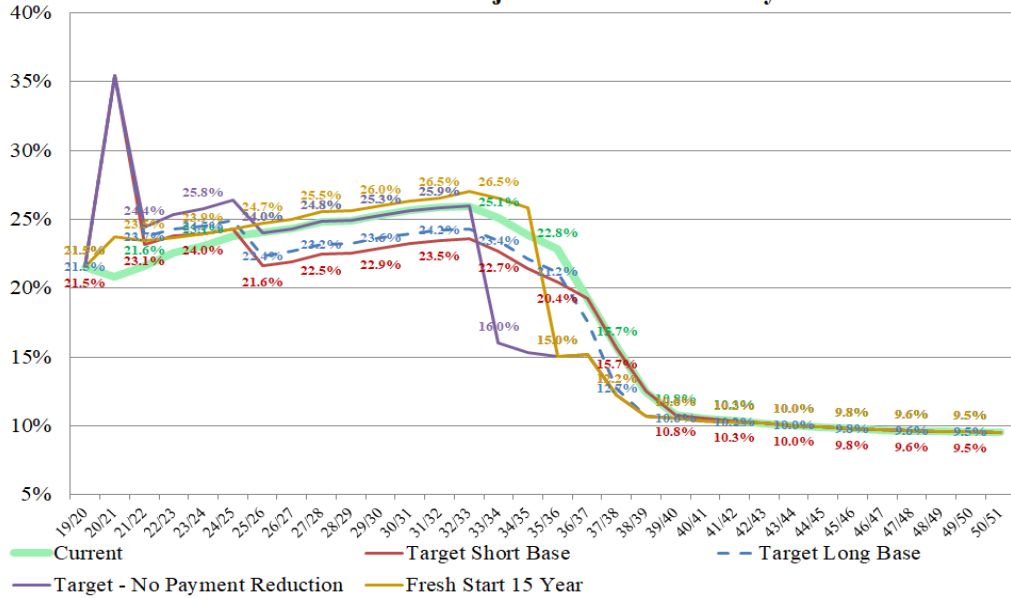
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EXAMPLE OF ADDITIONAL PAYMENTS

Direct Payment to CalPERS Miscellaneous

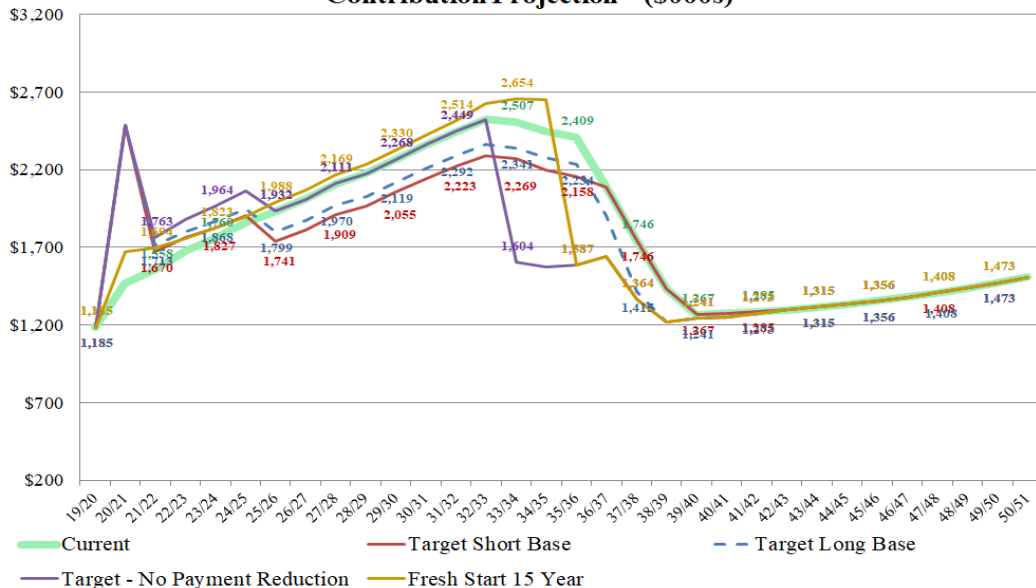
Contribution Projection – Percent of Pay



EXAMPLE OF ADDITIONAL PAYMENTS

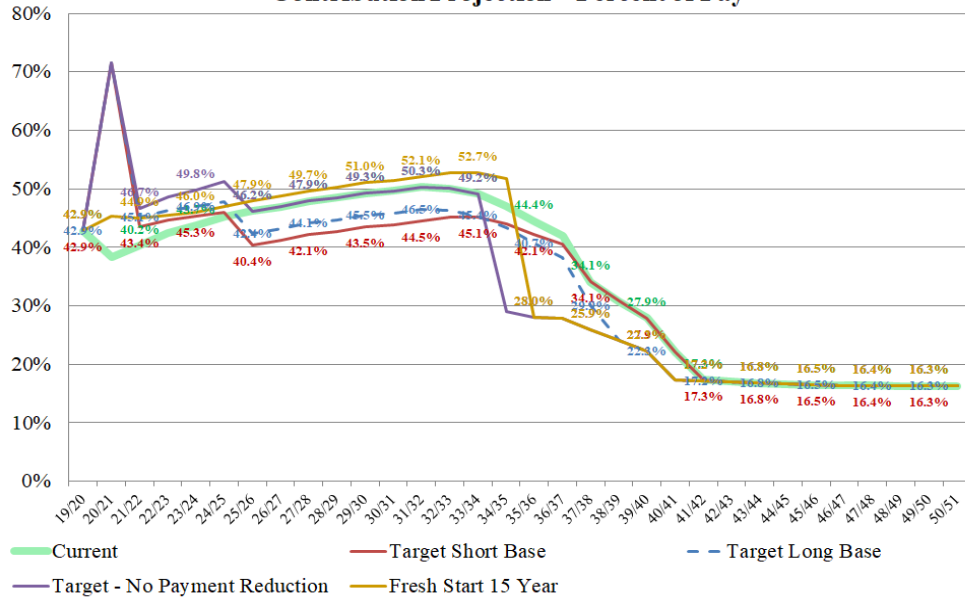
Direct Payment to CalPERS Miscellaneous

Contribution Projection – (\$000s)



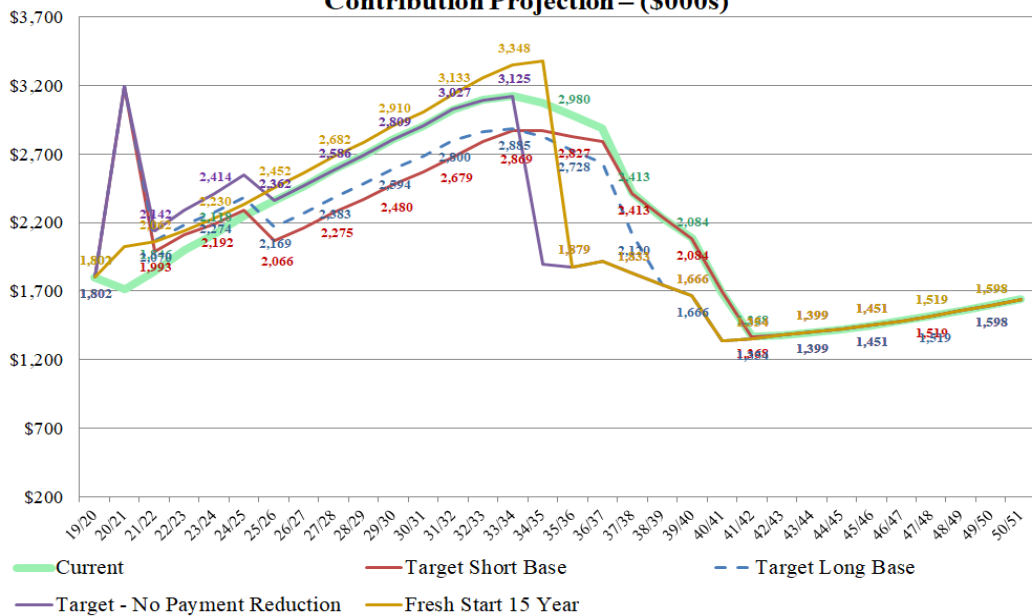
EXAMPLE OF ADDITIONAL PAYMENTS

Direct Payment to CalPERS Safety Contribution Projection – Percent of Pay



EXAMPLE OF ADDITIONAL PAYMENTS

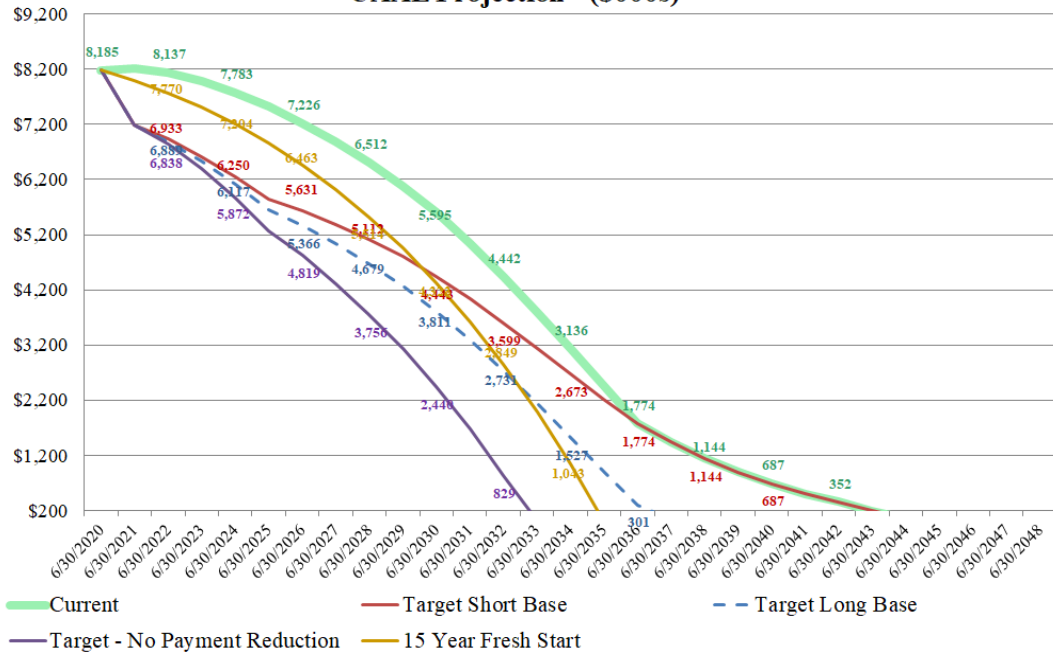
Direct Payment to CalPERS Safety Contribution Projection – (\$000s)



EXAMPLE OF ADDITIONAL PAYMENTS

Miscellaneous

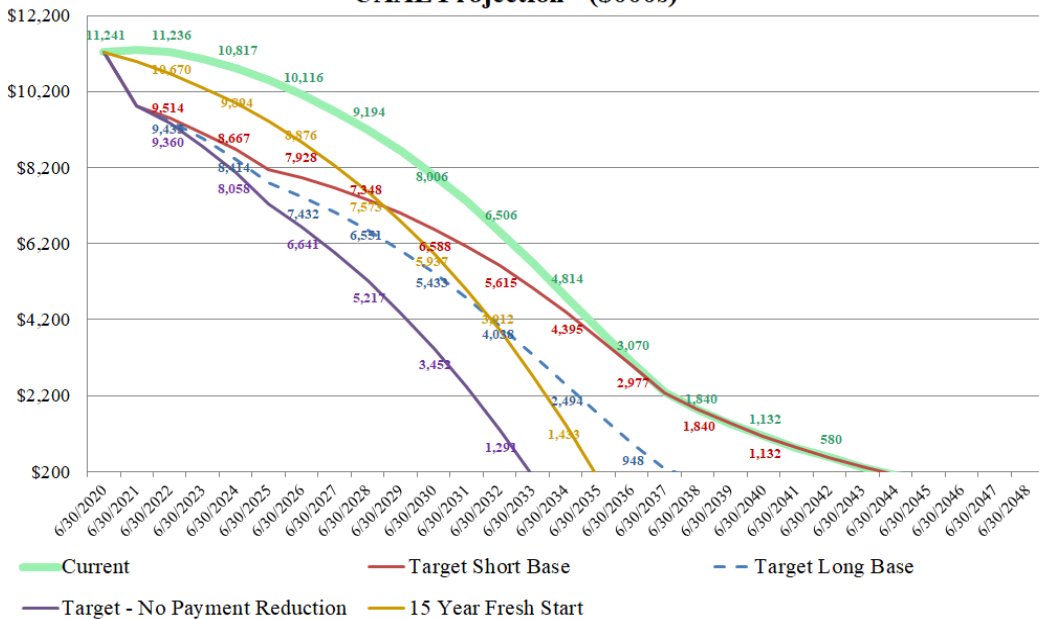
UAAL Projection – (\$000s)



EXAMPLE OF ADDITIONAL PAYMENTS

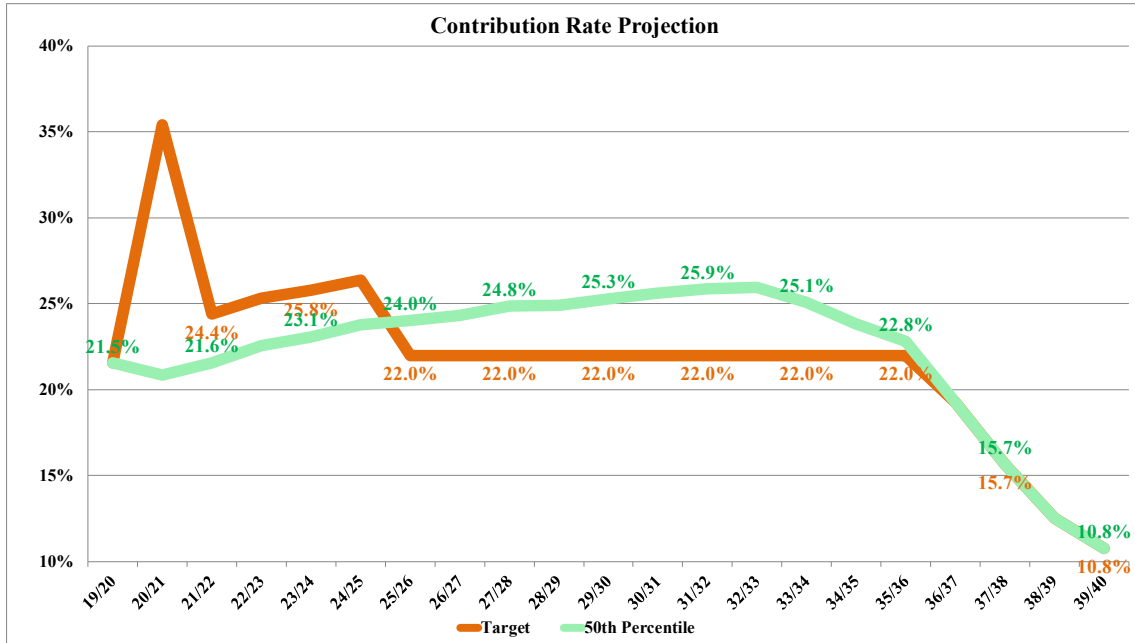
Safety

UAAL Projection – (\$000s)



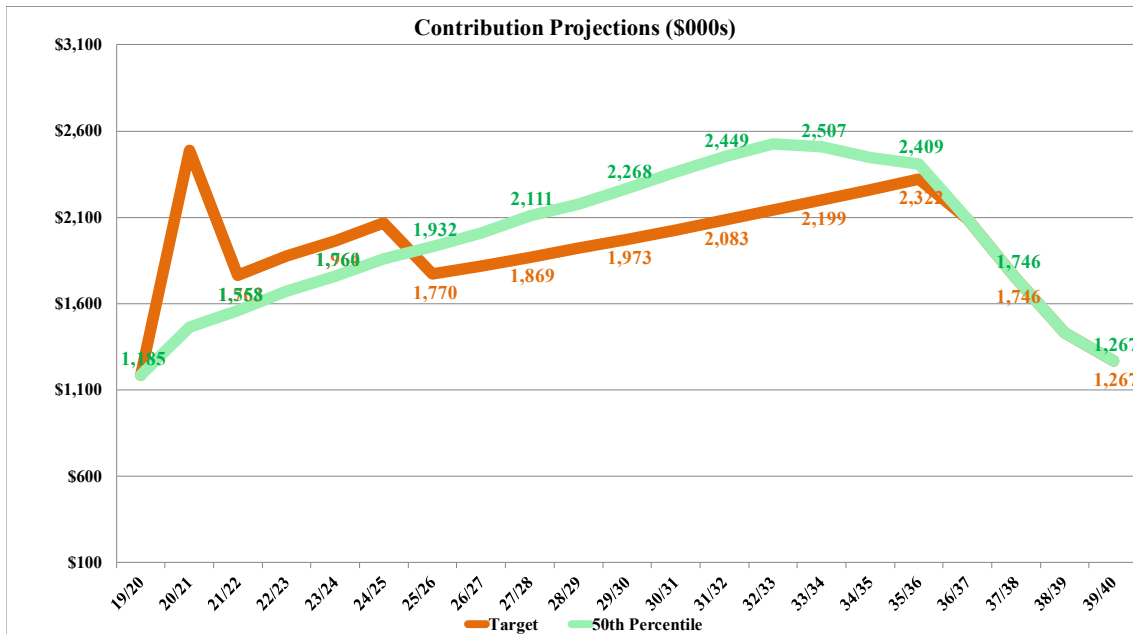
EXAMPLE OF ADDITIONAL PAYMENTS

**Payment to 115 Trust
Miscellaneous**



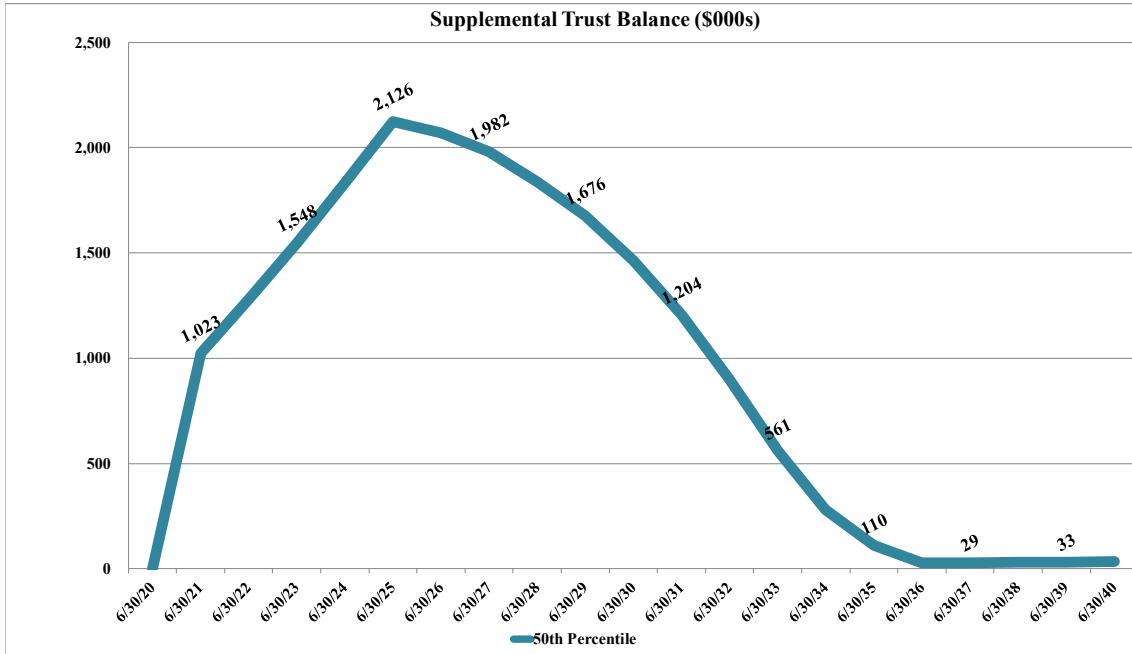
EXAMPLE OF ADDITIONAL PAYMENTS

**Payment to 115 Trust
Miscellaneous**



EXAMPLE OF ADDITIONAL PAYMENTS

**Payment to 115 Trust
Miscellaneous**



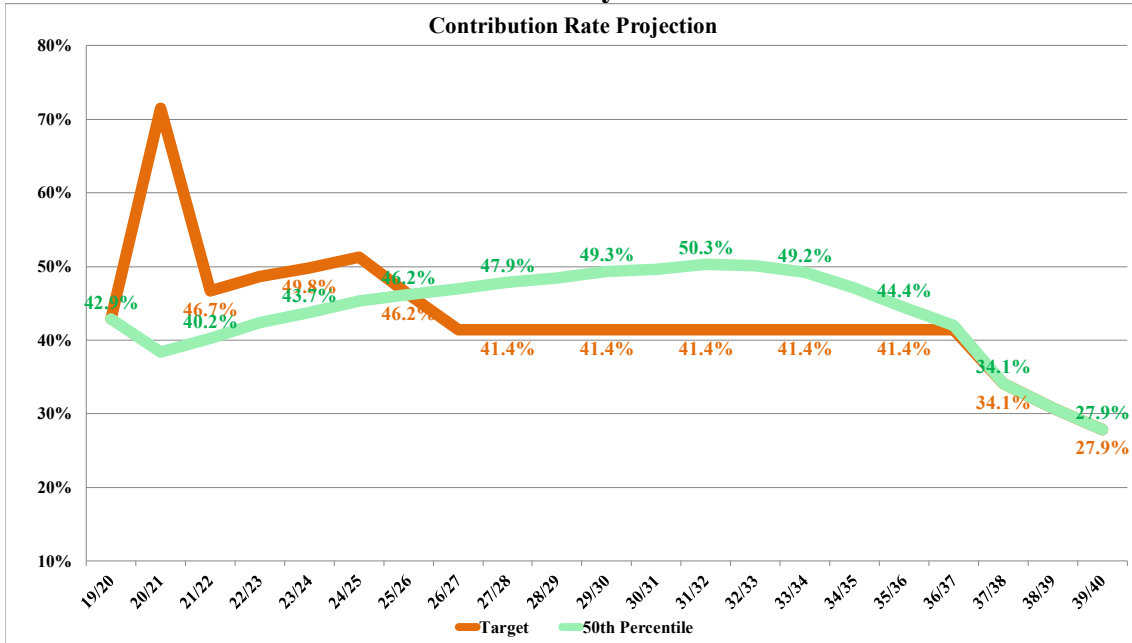
EXAMPLE OF ADDITIONAL PAYMENTS

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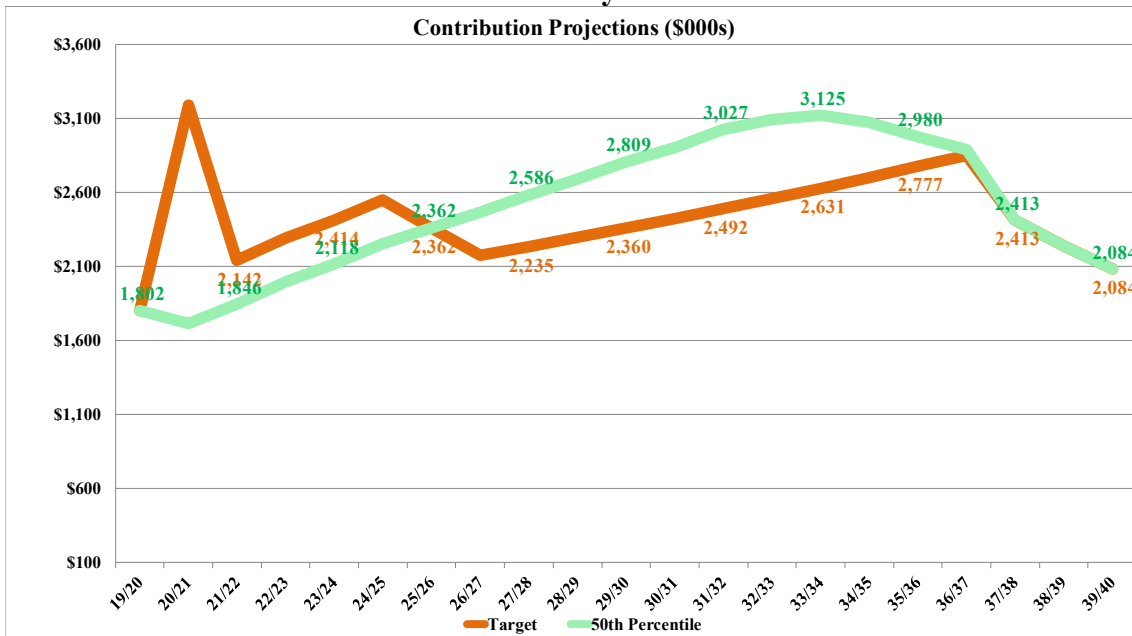
EXAMPLE OF ADDITIONAL PAYMENTS

**Payment to 115 Trust
Safety**



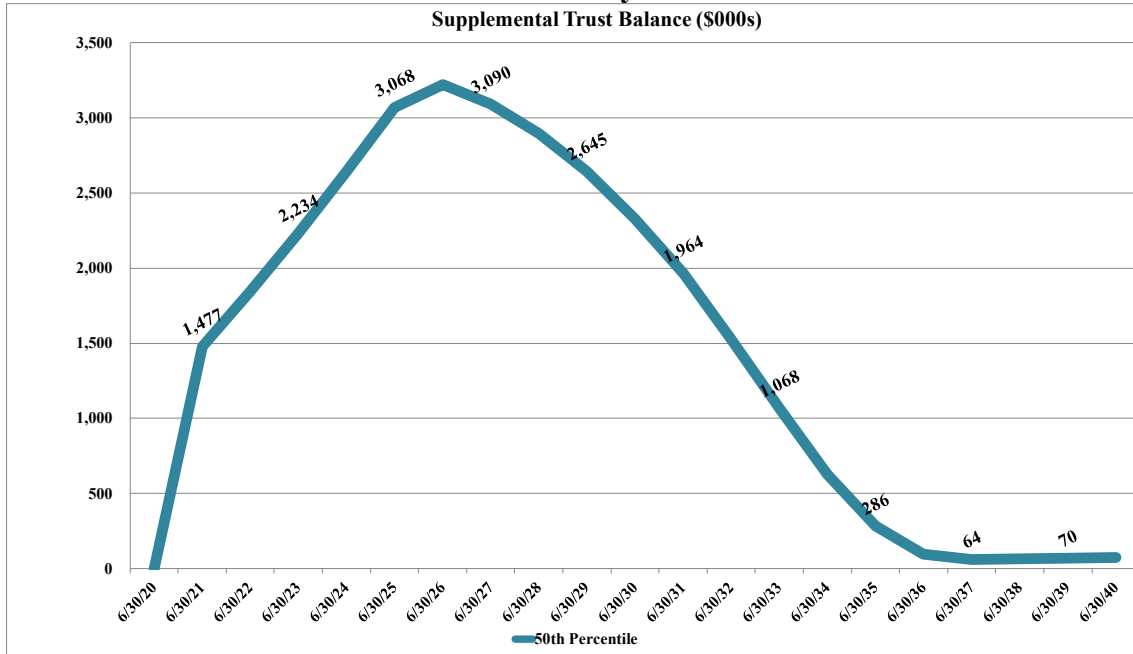
EXAMPLE OF ADDITIONAL PAYMENTS

**Payment to 115 Trust
Safety**



EXAMPLE OF ADDITIONAL PAYMENTS

Payment to 115 Trust Safety



January 16, 2020

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ACTUARIAL CERTIFICATION

This report presents analysis of the City of Beaumont’s CalPERS pension plans. The purpose of this report is to provide the City:

- Historical perspective on the plan investment returns, assets, funded status and contributions.
- Projections of likely future contributions and the impact of investment volatility

The calculations and projections in this report are based on information contained in the City’s June 30, 2018 and earlier CalPERS actuarial valuation reports. We reviewed this information for reasonableness, but do not make any representation on the accuracy of the CalPERS reports.

Future investment returns and volatility are based on Bartel Associates Capital Market model which results in long term returns summarized on pages 23 and 41.

Future results may differ from our projections due to differences in actual experience as well as changes in plan provisions, CalPERS actuarial assumptions or methodology. Other than variations in investment return, this study does not analyze these.

To the best of our knowledge, this report is complete and accurate and has been conducted using generally accepted actuarial principles and practices. As members of the American Academy of Actuaries meeting the Academy Qualification Standards, we certify the actuarial results and opinions herein.

Respectfully submitted,

DRAFT

DRAFT

Mary Elizabeth Redding, FSA, EA, MAAA
Vice President
Bartel Associates, LLC
January 16, 2020

Bianca Lin, FSA, EA, MAAA
Assistant Vice President
Bartel Associates, LLC
January 16, 2020



January 16, 2020

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Financial Challenges Ahead

Rising Pension Costs and
options for the City Council

City Finances are Likely to be Stretched in Future Years

- The City's current financial condition is strong – three straight years with surpluses
 - GF unassigned fund balance of nearly \$15 million
- The Long Term General Fund Forecast is for narrowing surpluses
- Service challenges ahead will require more resources
 - Staffing the new Fire Station
 - Maintaining police services to a growing population
 - Increased need for street maintenance
 - IT security needs
 - Facility, park and right of way maintenance needs that are expected to grow
- An economic downturn will likely turn surpluses to deficits requiring use of reserves

General Fund Long Term Financial Forecast

- Surpluses (revenues less expenses) have been \$4 to \$5 million annually. These surpluses are expected to narrow as costs to maintain services are expected to outpace revenue growth.
- A recession coupled with growing needs is expected to create budget deficits by FY 2024.
- Depending upon the length and magnitude of a recession, the City could be forced to use much of its reserves to keep services in place.
- Pension costs are a big piece of these growing costs and warrant review and possible action

Unassigned General Fund Balance and Projected Budget Surpluses provide the Council with Options

- Pension costs are very likely to increase and outpace revenue growth over the next 12 years
- The failure to make required pension contributions would have a significant negative impact on the City and its employees
- The current level of Unassigned General Fund and expected surpluses in the next few years provides the resources to get in front of this challenge
- The Council is in a good position to address the future challenges by putting money aside to deal with these rising costs



BARTEL
ASSOCIATES, LLC

**CITY OF BEAUMONT
MISCELLANEOUS AND SAFETY PLANS**

CalPERS Actuarial Issues – 6/30/18 Valuation
Preliminary Results

Mary Beth Redding, FSA, Actuary

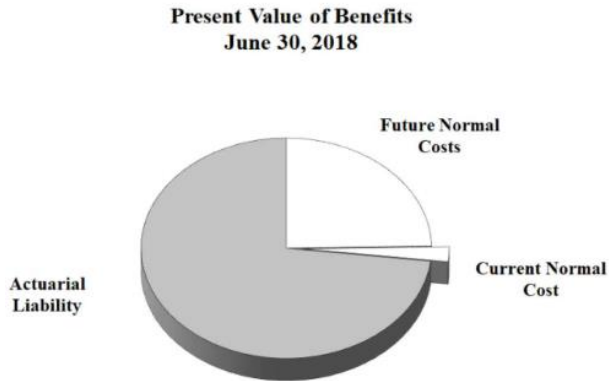
Bianca Lin, FSA, Actuary

Wai Man Yam, Actuarial Analyst

Bartel Associates, LLC

March 3, 2020

DEFINITIONS



■ **PVB - Present Value of all Projected Benefits:**

- The value now of amounts due to be paid in the future
- Discounted value (at valuation date - 6/30/18), of all future expected benefit payments based on various (actuarial) assumptions

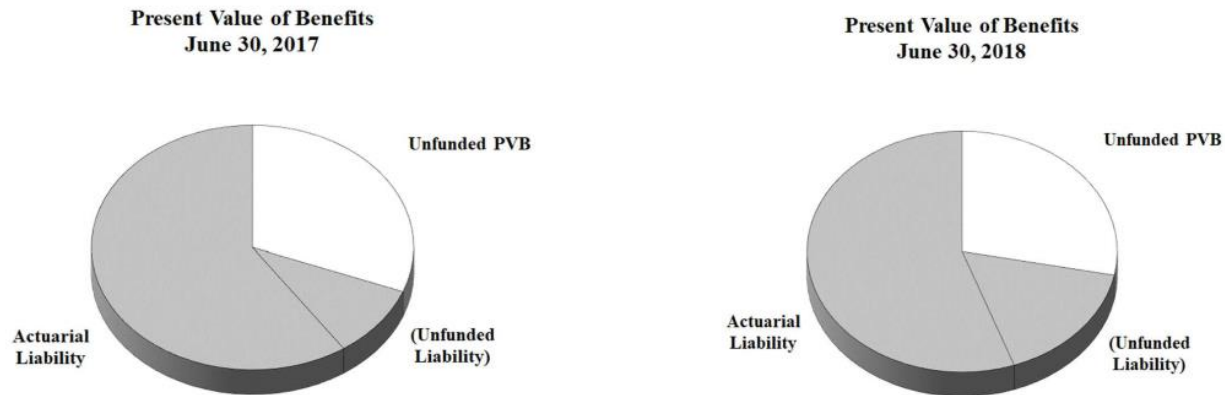
■ **Current Normal Cost (NC):**

- Portion of PVB allocated to (or “earned” during) current year
- Value of employee and employer current service benefit

■ **Actuarial Liability (AAL):**

- Discounted value (at valuation date) of benefits earned through valuation date [value of past service benefit]
- Portion of PVB “earned” at measurement

DEFINITIONS



- **Target-** Have money in the bank to cover Actuarial Liability (past service)
- **Unfunded Liability (UAAL or UAL) - Money short of target at valuation date**
 - If all actuarial assumptions were always exactly met, then the plan assets would always equal AAL
 - Any difference is the unfunded (or overfunded) AAL
 - Every year, the actuary calculates the difference between the expected UAAL and Actual UAAL. This is a new layer or amortization base
 - Each new layer gets amortized (paid off) over a period of time as part of the contribution [rate].

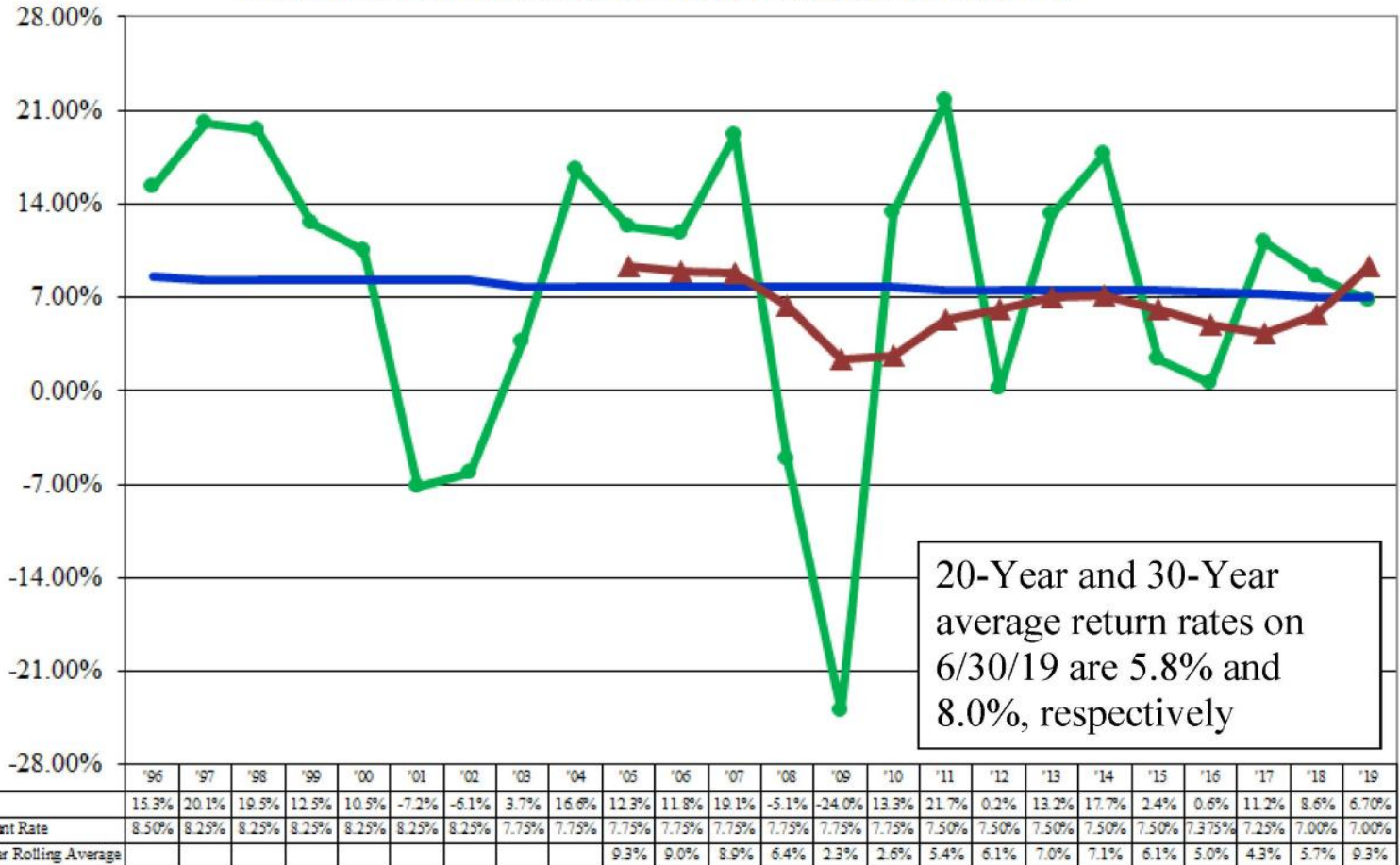
HOW WE GOT HERE

- Investment Losses
- CalPERS Contribution Policy
- Enhanced Benefits
- Demographics



HOW WE GOT HERE – INVESTMENT RETURN

Annual Return on Market Value of Assets



Returns (after 2001) shown are gross returns, unreduced for administrative expenses. The discount rate is based on expected returns net of administrative expenses.



HOW WE GOT HERE – DEMOGRAPHICS

- At CalPERS, Enhanced Benefits implemented using all (future & prior) service
- Typically not negotiated with cost sharing
- City of Beaumont

	Tier 1	PEPRA
● Miscellaneous	3%@60 FAE1	2%@62 FAE3
● Safety Police	3%@50 FAE1	2.7%@57 FAE3

- Note:
 - FAE1 is highest one year (typically final) average earnings
 - FAE3 is highest three years (typically final three) average earnings
- PEPRA tier implemented for new employees hired after 1/1/13
 - Employee pays half of total normal cost
 - 2019 Compensation limit
 - Social Security participants: \$124,180
 - Non-Social Security participants: \$149,016

HOW WE GOT HERE – DEMOGRAPHICS

- Around the State
 - Large retiree liability compared to actives
 - State average: 56% for Miscellaneous, 65% for Safety
 - Declining active population and increasing number of retirees
 - Higher percentage of retiree liability increases contribution volatility

- City of Beaumont percentage of liability belonging to retirees:
 - Miscellaneous 39%
 - Safety 56%

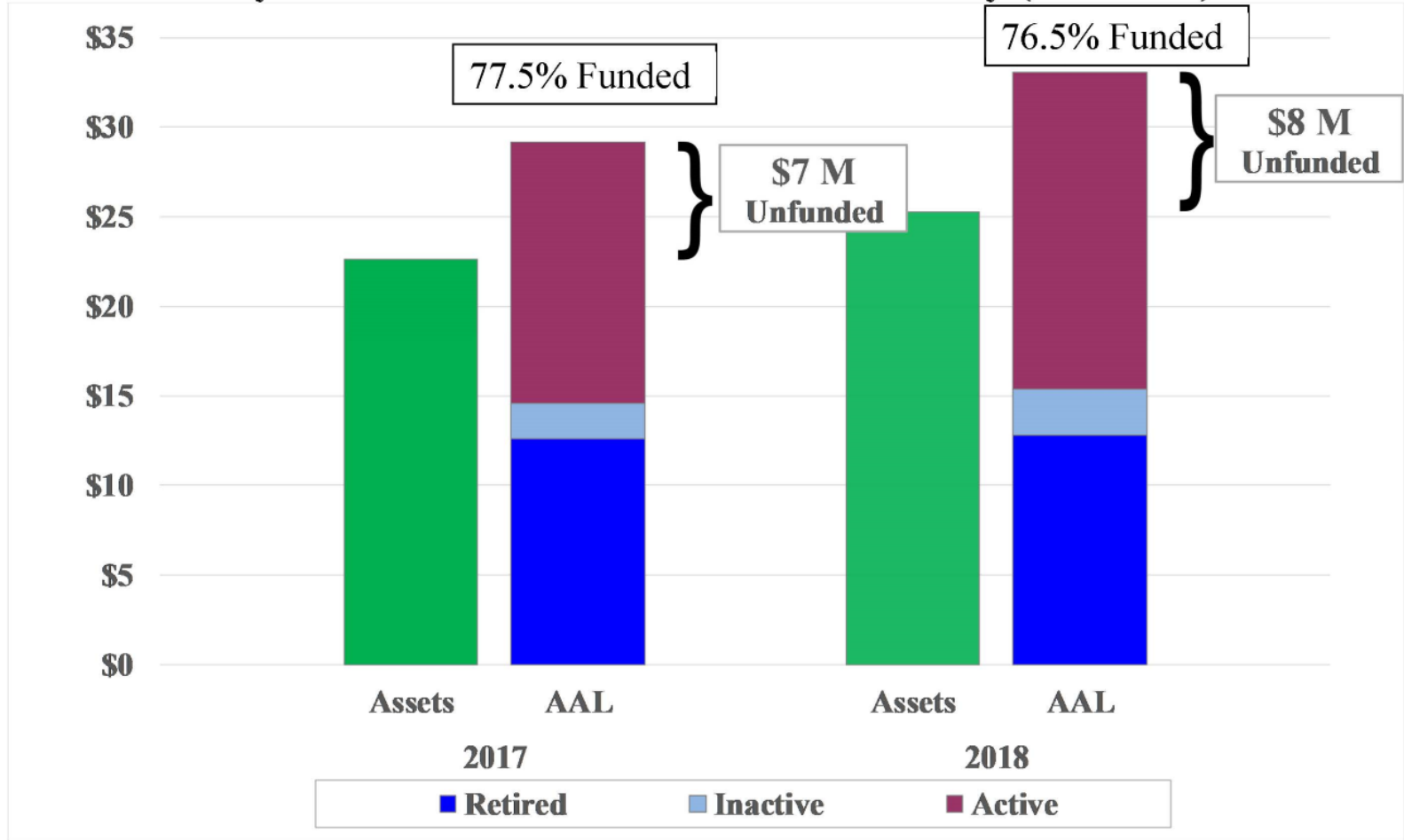


CALPERS CHANGES

- CalPERS has made many recent changes to more accurately project future costs and to pay down unfunded liabilities more quickly and effectively
 - Changes phased in over time, leading to scheduled cost increases
- The “risk mitigation strategy” is designed to reduce future asset volatility, but lower future returns
- All of these changes will increase the City’s future costs over the next 20 years.

FUNDED STATUS (MILLIONS) - MISCELLANEOUS

City CalPERS Assets and Actuarial Liability (\$Millions)



March 3, 2020

Average CalPERS Miscellaneous plan was 72.7% at 6/30/17 and 71.8% at 6/30/18



CONTRIBUTION PROJECTION - MISCELLANEOUS

■ Market Value Investment Return:

● June 30, 2019 6.7%¹

● Future returns based on stochastic analysis using 1,000 trials

<u>Single Year Returns at²</u>	<u>25th Percentile</u>	<u>50th Percentile</u>	<u>75th Percentile</u>
Current Investment Mix	0.1%	7.0%	14.8%
Ultimate Investment Mix	0.8%	6.0%	11.4%

● Assumes investment returns will, generally be 6.5% (as compared to 7.0%) over the next 9 years and higher beyond that.

■ Discount Rate decreases due to Risk Mitigation policy

■ No Other: Gains/Losses, Method/Assumption Changes, Benefit Improvements

■ Different from CalPERS projection

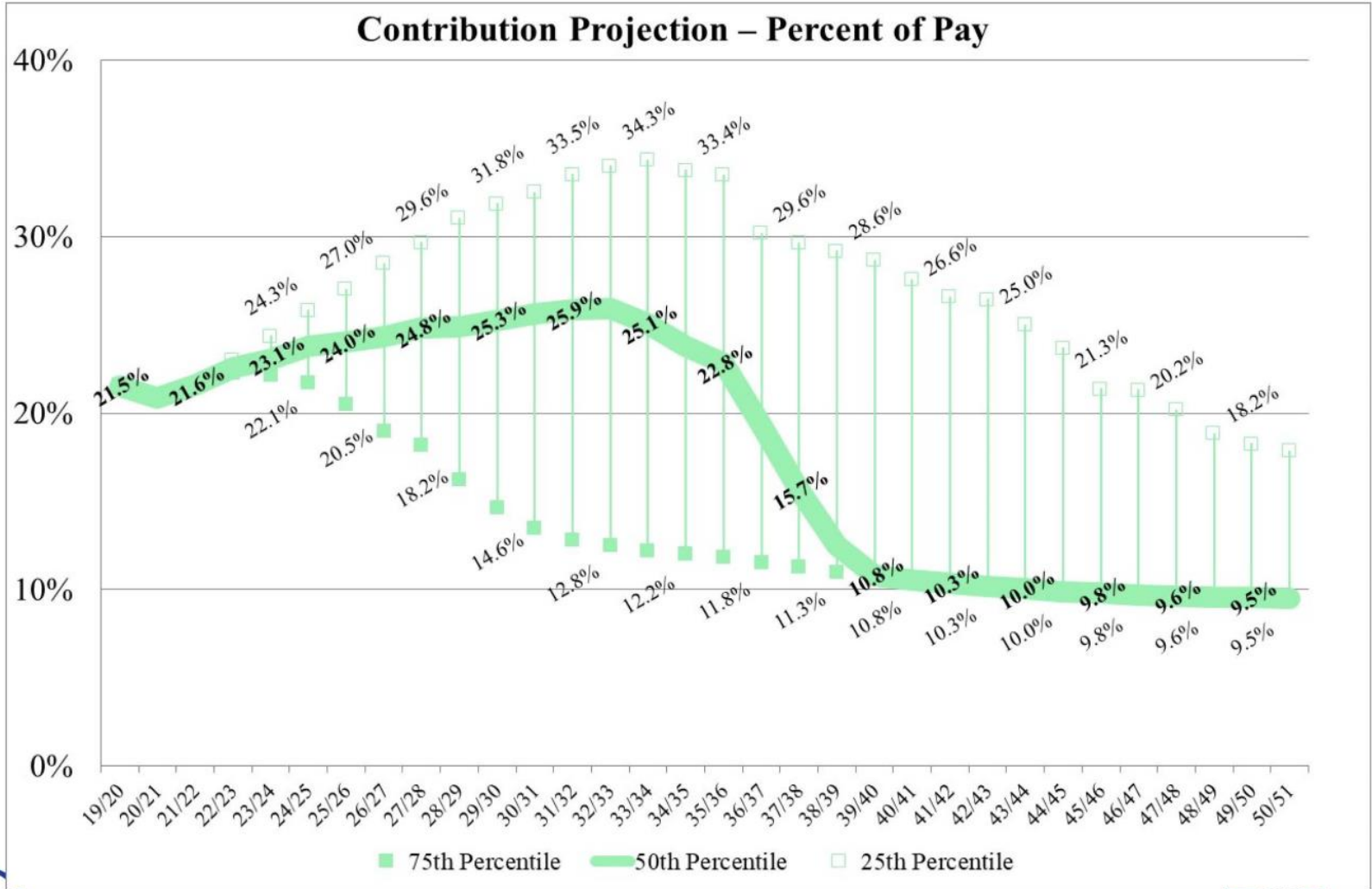
■ 92.5% of 2019/20 new hires are PEPRAs increases to 100% over 3 years

¹ Gross return based on July 2019 CalPERS press release

² Nth percentile means N percentage of our trials result in returns lower than the indicated rates.



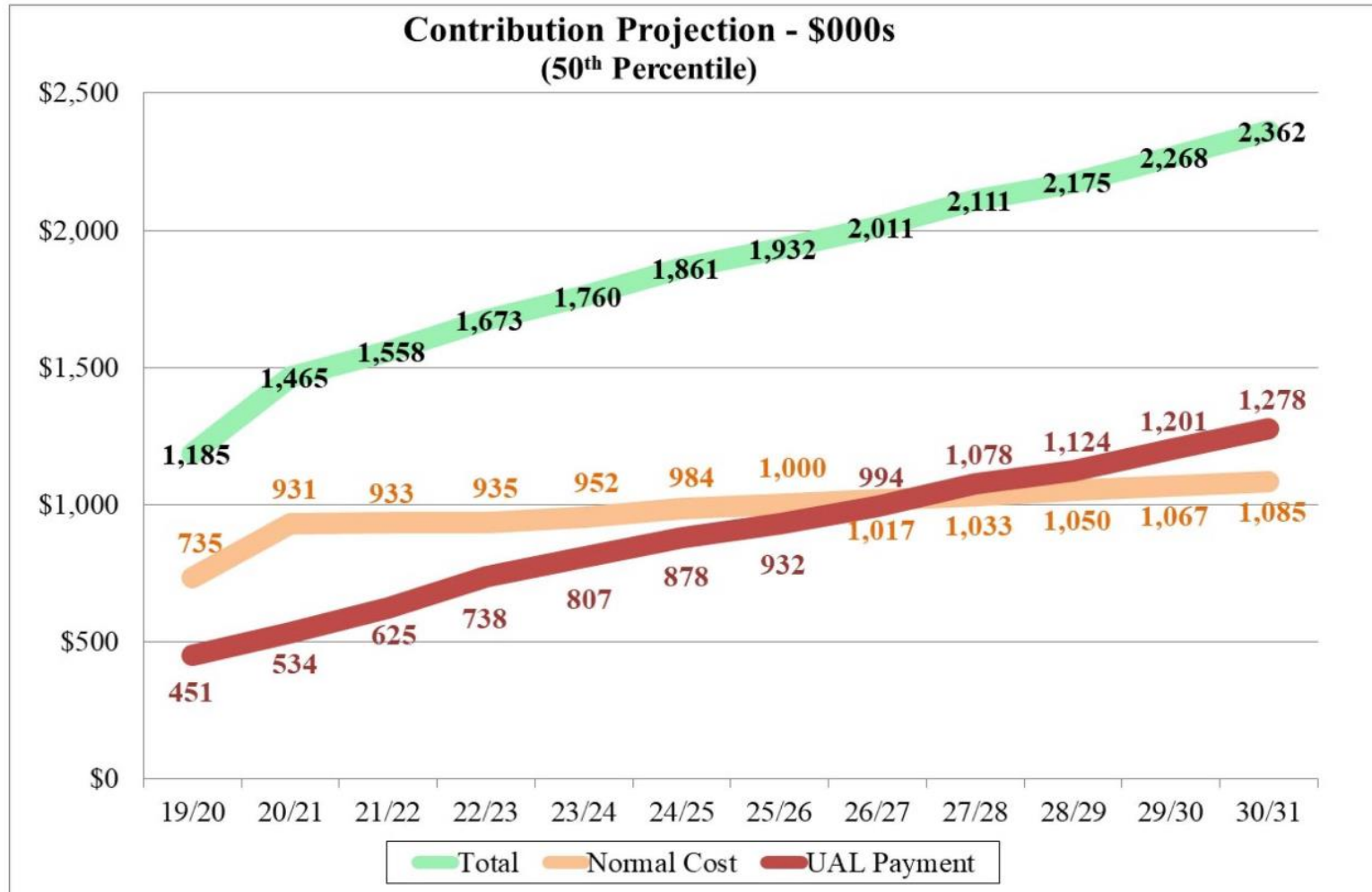
CONTRIBUTION PROJECTION - MISCELLANEOUS



March 3, 2020



CONTRIBUTION PROJECTION - MISCELLANEOUS

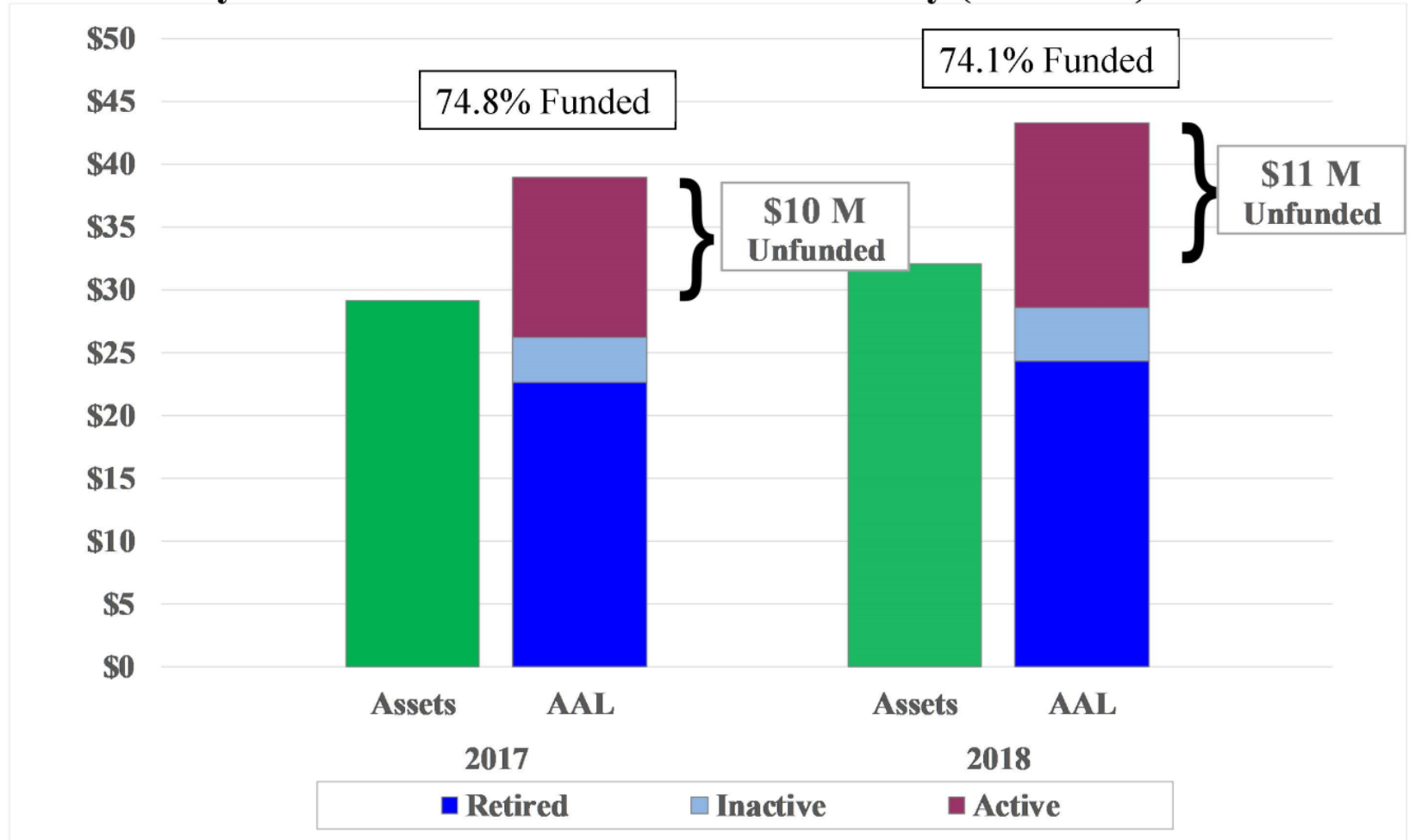


March 3, 2020



FUNDED STATUS - SAFETY

City CalPERS Assets and Actuarial Liability (\$Millions)



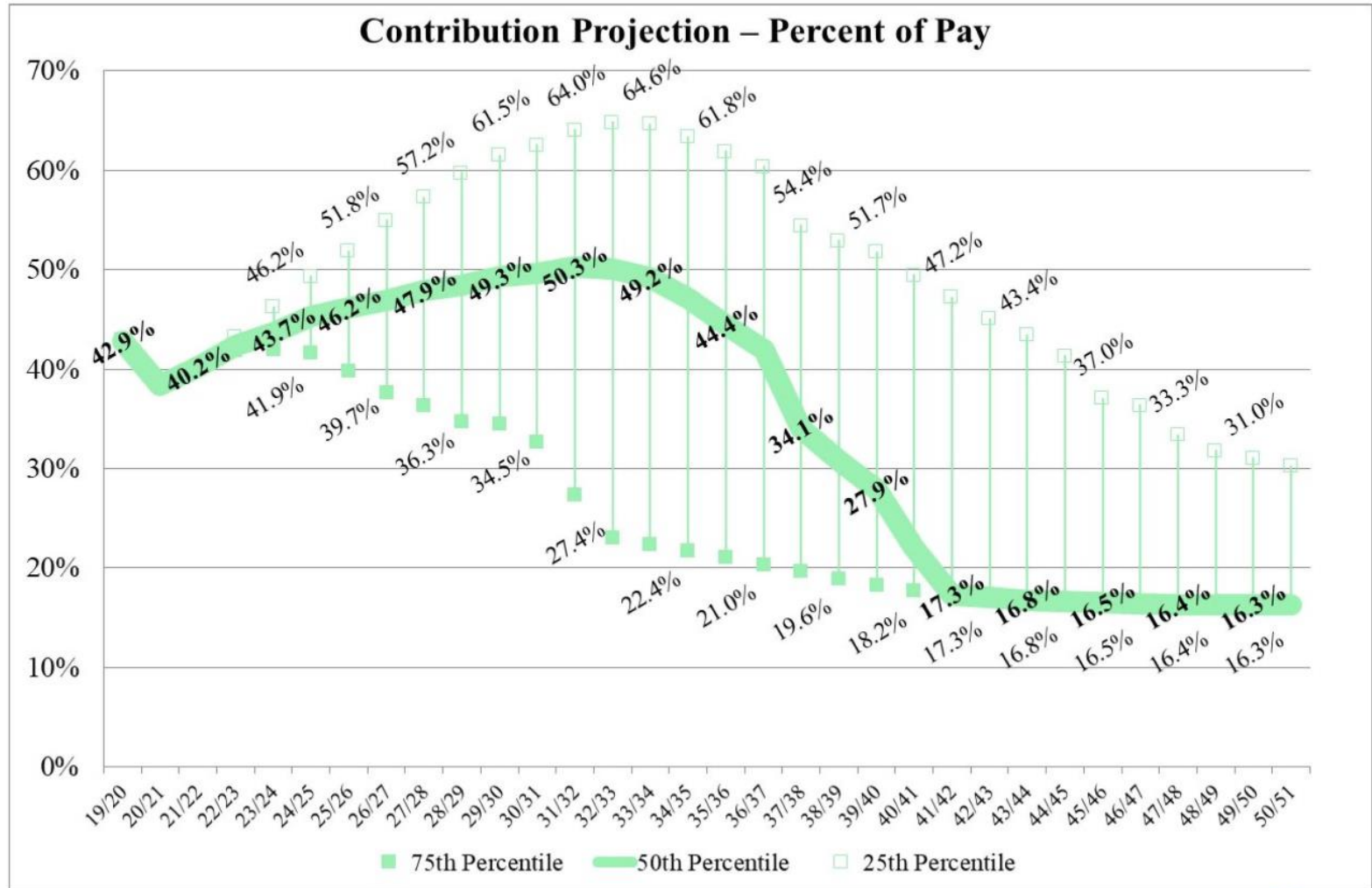
Average CalPERS Safety plan was 69.4% at 6/30/17 and 68.3% at 6/30/18



March 3, 2020



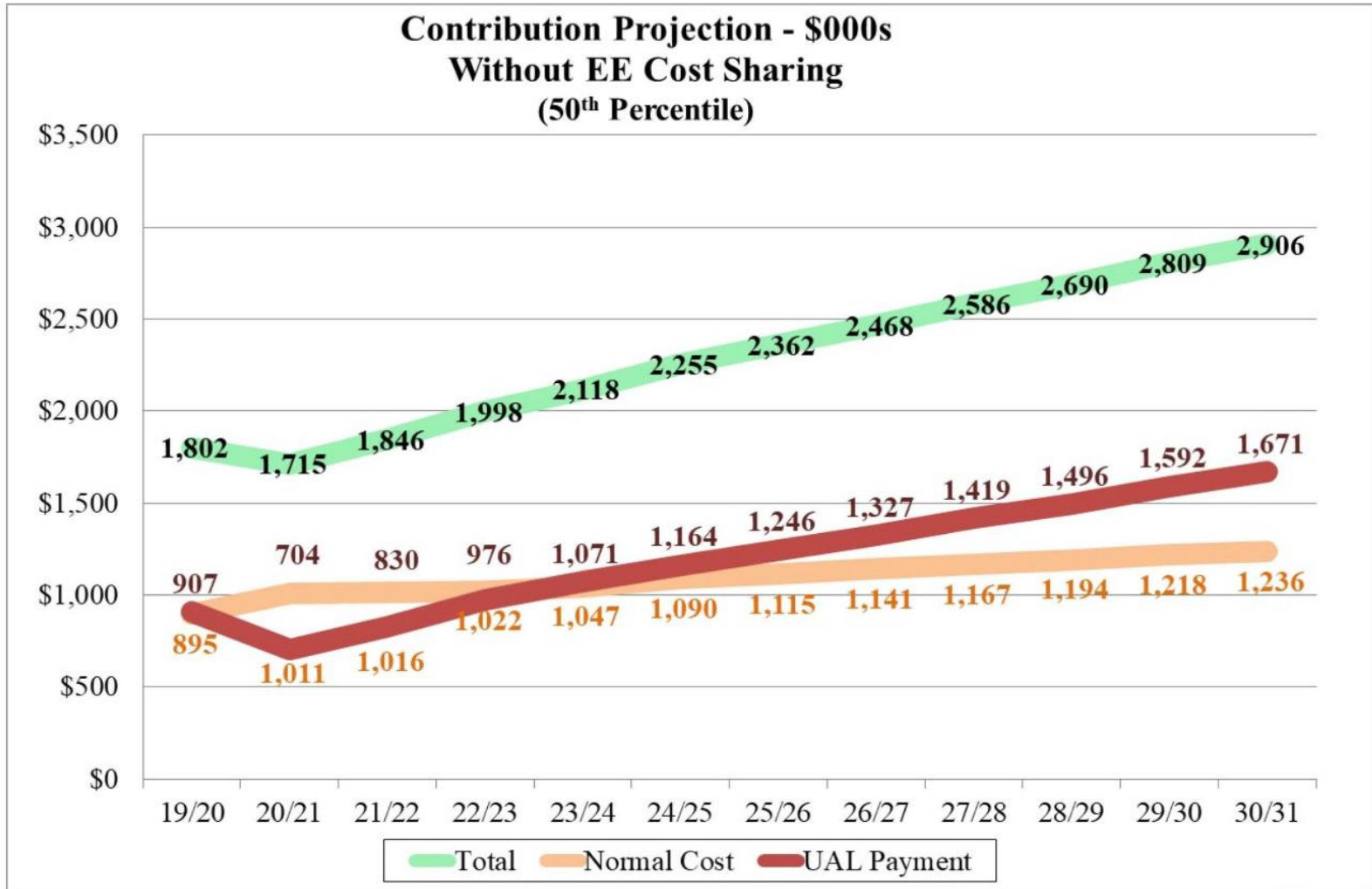
CONTRIBUTION PROJECTION - SAFETY



March 3, 2020



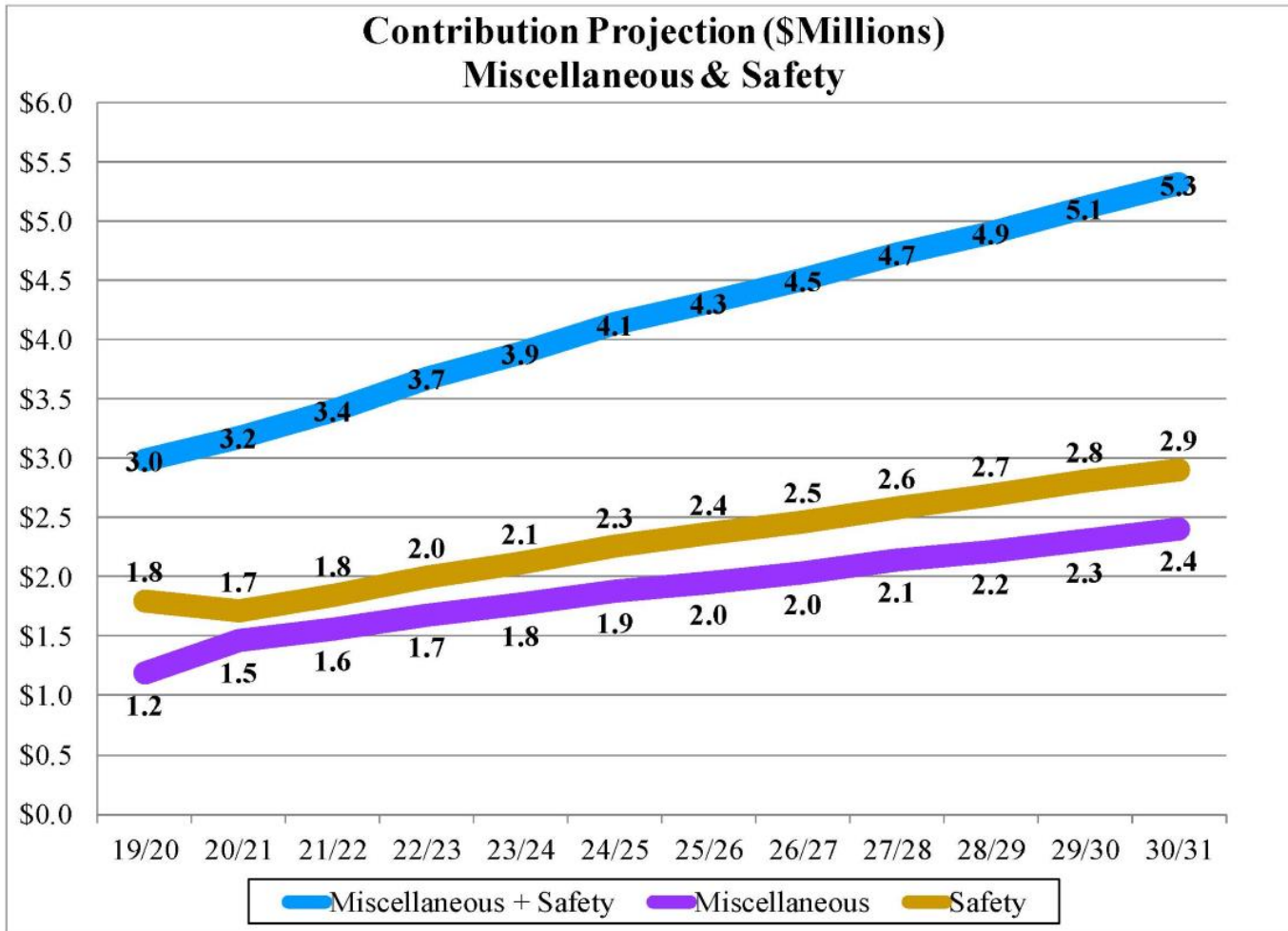
CONTRIBUTION PROJECTION - SAFETY



March 3, 2020



COMBINED MISCELLANEOUS AND SAFETY



March 3, 2020



LEAVING CALPERS

- Participation in CalPERS is governed by State law and CalPERS rules
- The following are considered “withdrawing” from CalPERS:
 - Exclude new hires from CalPERS & giving them a different pension
 - Stop accruing benefits for current employees
- “Withdrawal” from CalPERS:
 - Treated as plan termination
 - Liability increased for conservative investments
 - Liability increased for future demographic fluctuations
 - Liability must be funded immediately by withdrawing agency
 - Otherwise, retiree benefits are cut



LEAVING CALPERS

CalPERS Termination Estimates on June 30, 2018 (Amounts in Millions)

Discount Rate	Ongoing Plan	Termination Basis	
	7.00%	2.5%	3.25%
Miscellaneous			
Actuarial Accrued Liability	\$ 33	\$ 60	\$ 53
Assets	<u>25</u>	<u>25</u>	<u>25</u>
Unfunded AAL (UAAL)	8	35	28
Safety			
Actuarial Accrued Liability	\$ 43	\$ 81	\$ 72
Assets	<u>32</u>	<u>32</u>	<u>32</u>
Unfunded AAL (UAAL)	11	49	40
Total			
Unfunded AAL (UAAL)	19	84	68
Funded Ratio	75.1%	40.4%	45.6%



March 3, 2020



PAYING DOWN THE UNFUNDED LIABILITY & RATE STABILIZATION

- Make payments directly to CalPERS:
 - Likely best long-term investment return
 - Must be considered an irrevocable decision
 - Extra payments cannot be used as future “credit”
 - PEPRA prevents contributions from dropping below normal cost
 - Option #1: Request shorter amortization period (Fresh Start):
 - Higher short term payments
 - Less interest and lower long term payments
 - Likely cannot revert to old amortization schedule
 - Savings offset when investment return is good (PEPRA)

PAYING DOWN THE UNFUNDED LIABILITY & RATE STABILIZATION

- Make payments directly to CalPERS (continued):
 - Option #2: Target specific amortization bases:
 - Extra contribution's impact muted by reduced future contributions
 - CalPERS can't track the "would have been" contribution
 - Must continually make payments larger than required in order to pay down UAL faster
 - No guaranteed savings
 - Larger asset pool means larger loss (or gain) opportunity
 - Paying off shorter amortization bases: larger contribution savings over shorter period
 - Paying off longer amortization bases: smaller contribution savings over longer period



IRREVOCABLE SUPPLEMENTAL (§115) PENSION TRUST

- Can only be used to:
 - Reimburse City for CalPERS contributions
 - Make payments directly to CalPERS
- Investments significantly less restricted than City investment funds
 - Fiduciary rules govern Trust investments
 - Usually, designed for long term returns
- Assets don't count for GASB accounting
 - Are considered Employer assets
- Over 100 trusts established, mostly since 2015
 - Trust providers: PARS, PFM, Keenan
 - California Employers' Pension Prefunding Trust (CEPPT) effective July 2019
 - Strategy 1: Expected Return 5% (48 stocks / 52% bonds)
 - Strategy 2: Expected Return 4% (22% stocks / 78% bonds)

IRREVOCABLE SUPPLEMENTAL (§115) PENSION TRUST

- More flexibility than paying CalPERS directly
 - City decides if and when and how much money to put into Trust
 - City decides if and when and how much to withdraw to pay CalPERS or reimburse Agency
- Funding strategies typically focus on
 - Reducing the unfunded liability
 - Fund enough to make total CalPERS UAL = 0
 - Make PEPPRA required payments from Trust when overfunded
 - Stabilizing contribution rates
 - Mitigate expected contribution rates to better manage budget
 - Combination
 - Use funds for rate stabilization/budget predictability
 - Target increasing fund balance to pay off UAL sooner

COMPARISON OF OPTIONS

■ Supplemental Trust

- Flexible
- Likely lower long-term return
- Investment strategy choice
- Does not reduce net pension liability for GASB reporting
- More visible

■ CalPERS

- Locked In
- Likely higher long-term return
- No investment choice
- Reduces net pension liability for GASB reporting
- More restricted

EXAMPLE OF ADDITIONAL PAYMENTS

Direct Payment to CalPERS

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 - \$2 million to CalPERS in September 2020
 - \$500,000 for 5 years, beginning in FY 2020/21
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EXAMPLE OF ADDITIONAL PAYMENTS

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EXAMPLE OF ADDITIONAL PAYMENTS

Payment to 115 Trust

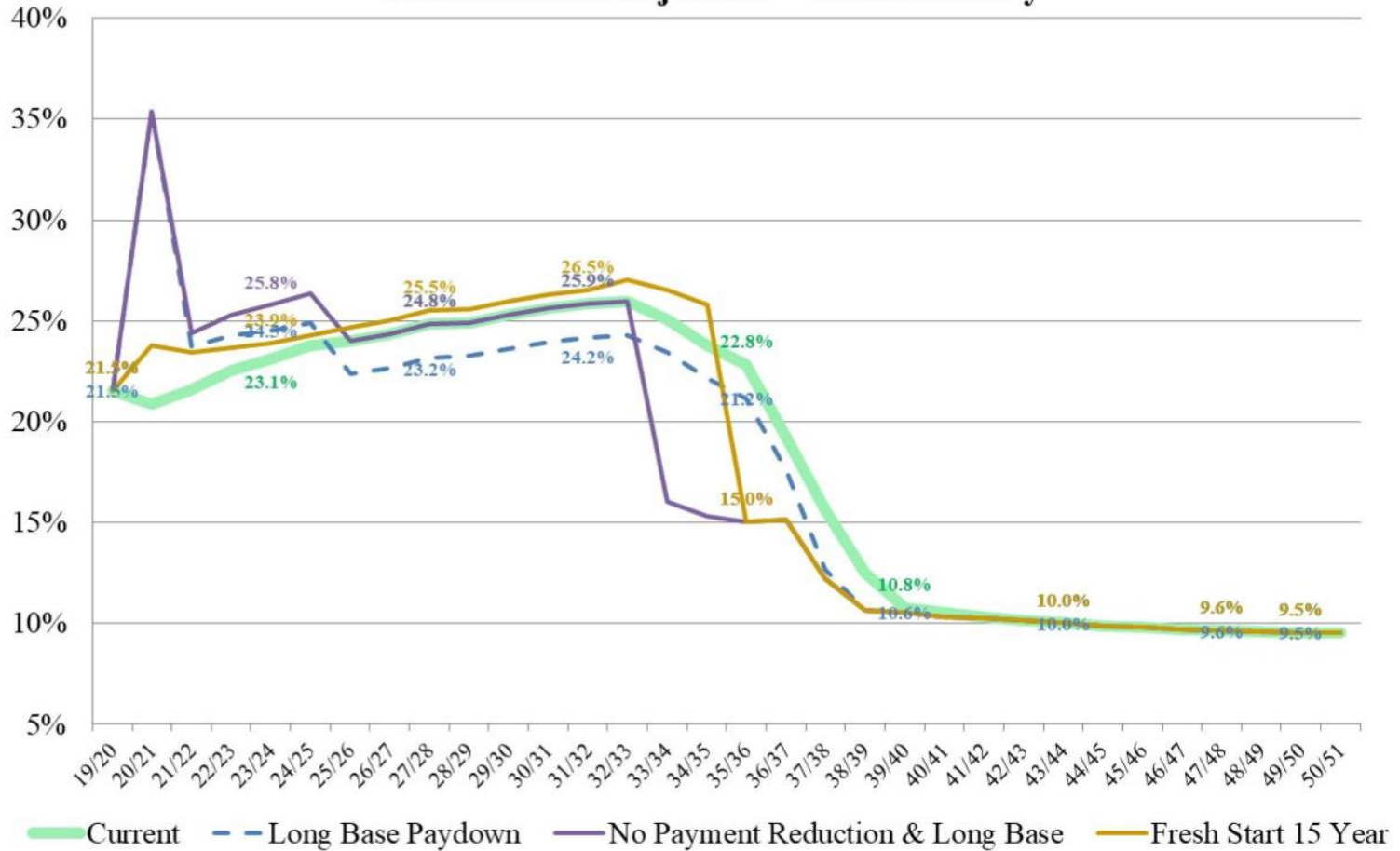
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EXAMPLE OF ADDITIONAL PAYMENTS

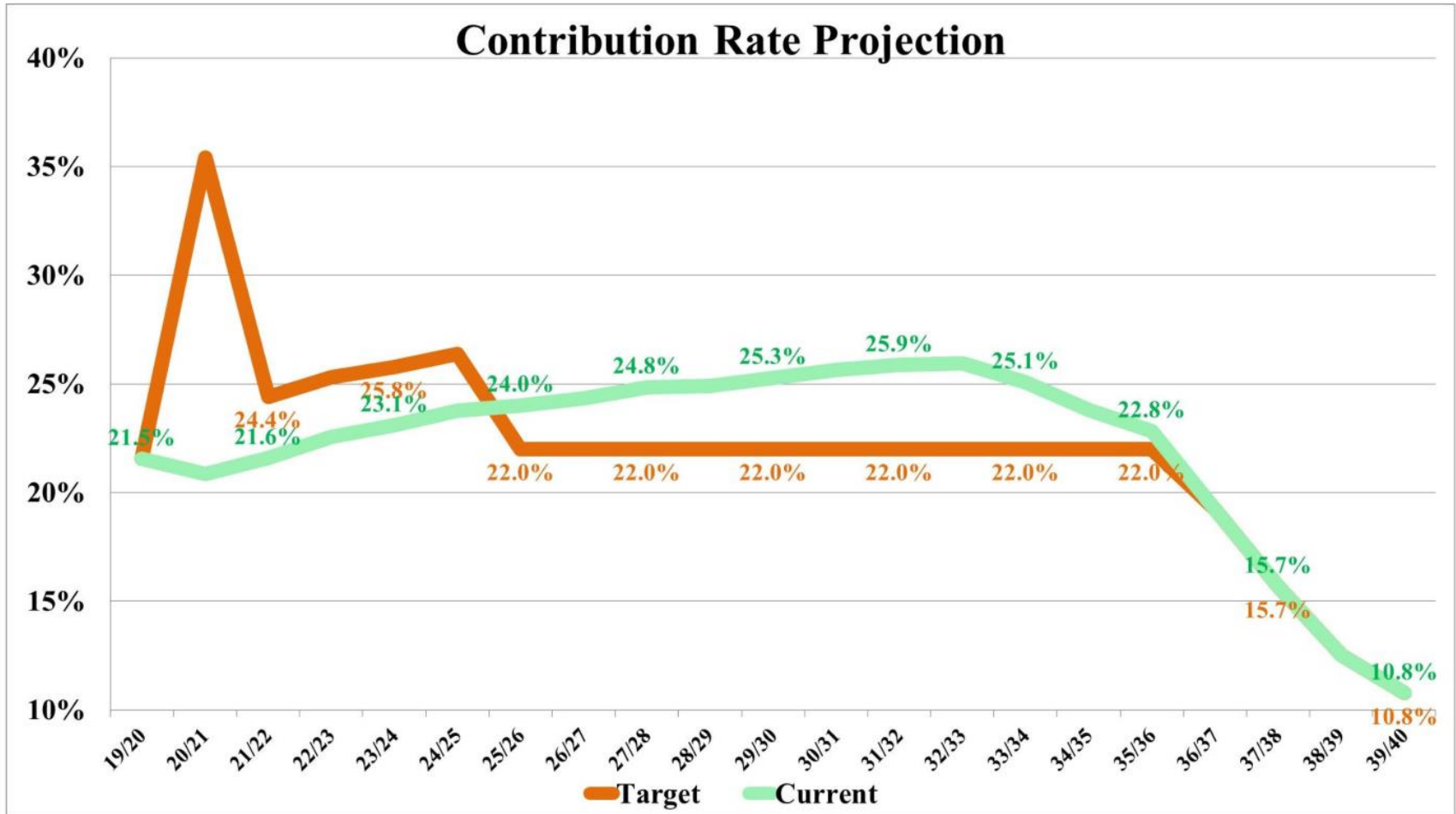
Direct Payment to CalPERS -Miscellaneous

Contribution Projection – Percent of Pay



EXAMPLE OF ADDITIONAL PAYMENTS

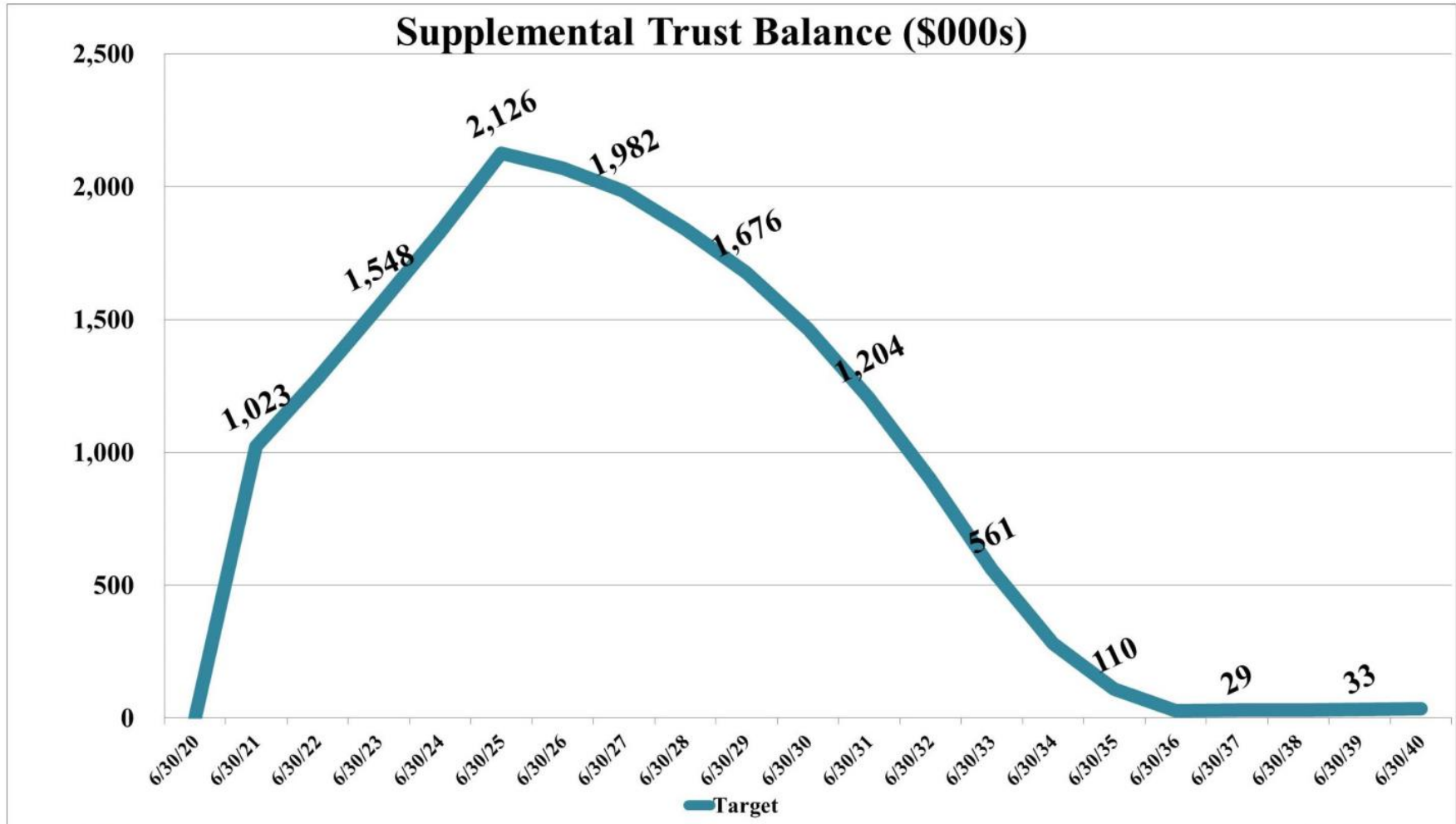
Payment to 115 Trust - Miscellaneous



EXAMPLE OF ADDITIONAL PAYMENTS

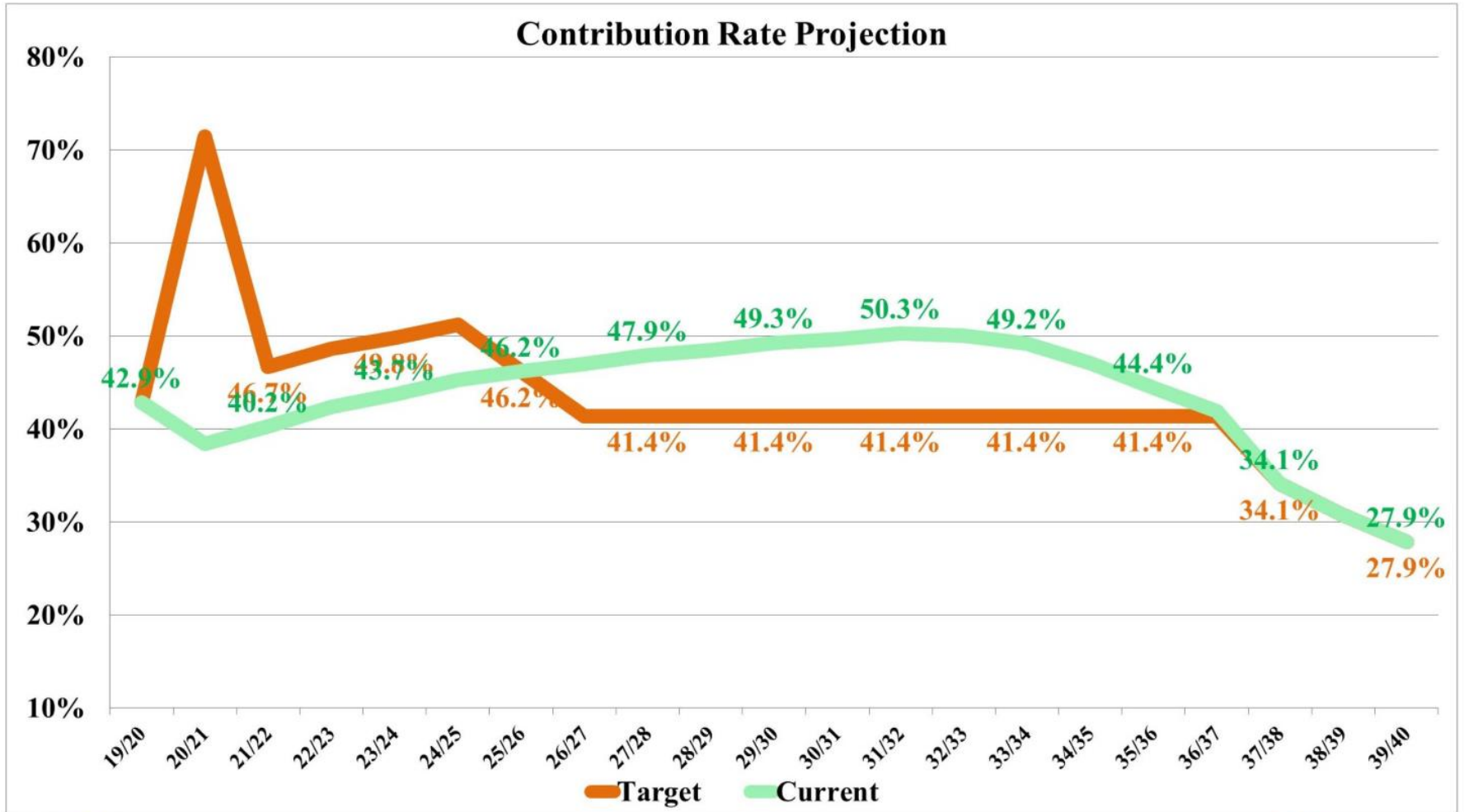
Payment to 115 Trust - Miscellaneous

Supplemental Trust Balance (\$000s)



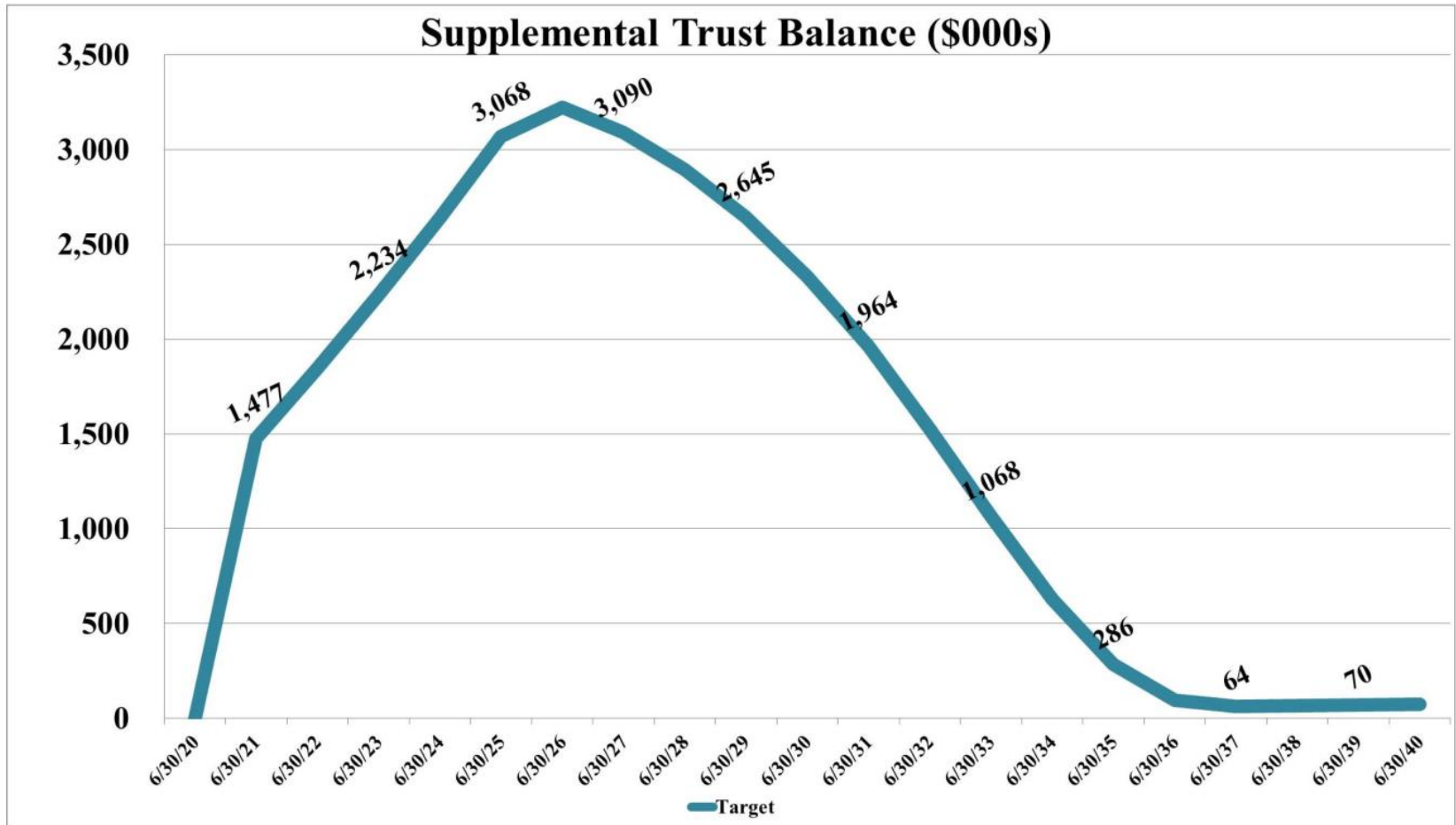
EXAMPLE OF ADDITIONAL PAYMENTS

Payment to 115 Trust - Safety



EXAMPLE OF ADDITIONAL PAYMENTS

Payment to 115 Trust - Safety





Questions?



NEXT STEPS

- Discuss the pension liability and its impacts on the budget in future years.
- Discuss options to address the liability and projected escalation in pension costs.
- If there is interest to further consider options to address pension costs, provide guidance to staff.



Staff Report

TO: Mayor, and City Council Members
FROM: Elizabeth Gibbs, Community Services Director
DATE: March 3, 2020
SUBJECT: Fiscal Year 2020/21-2022/23 Short Range Transit Plan – First Draft

Background and Analysis:

Each year, the City of Beaumont is required to submit a Short Range Transit Plan (SRTP) to the Riverside County Transportation Commission (RCTC) for operational expenses and capital improvement projects (CIP) for the coming fiscal year, planning for two subsequent fiscal years. Additionally, current and proposed service changes are discussed and outlined.

Proposed Short Range Transit Plan Highlights:

Funding

The City of Beaumont is proposing the following funding request as outlined in Table 4 (Attachment A):

- Local Transportation Funds (LTF) - \$2,610,230, and
- State Transit Assistance (STA) – \$3,020,000.

In addition to the above, passenger fare revenues are anticipated in the amount of \$279,000 (farebox recovery).

The current mandated farebox recovery ratio for Beaumont is 10%, based upon our rural population of less than 50,000. The Transportation Development Act of 1971 (TDA) requires operators with a population of 50,000 or more to meet or exceed a farebox recovery ratio of 20%. This will require a plan of action within the coming years to ensure that the funding allocations and compliance requirements continue to be met.

Planned Service Highlights for FY 2020-2021

Planned services for the next fiscal year include:

- Implement recommendations made from the completed Comprehensive Operations Analysis (COA);

- Provide peak service to the logistic centers in the southern portion of Beaumont;
- Increase the travel training program to provide more trips to and from Los Angeles and the beach communities, giving more choice riders options to use public transportation; and
- Complete the re-brand project of the buses and marketing campaigns to mirror the current City of Beaumont branding.

Summary

Transit dependent residents of the San Gorgonio Pass area rely heavily on the public transit system and we will continue to operate as efficiently and effectively as possible while providing the highest level of customer service to the citizens of Beaumont.

Fiscal Impact:

Transit Services is fully funded by various state funding mechanisms and grant resources. There is a positive impact to the General Fund in the amount of \$100,000, included in the proposed FY 2020-2021 draft SRTP. To that end, revenues and expenditures are reported to RCTC monthly and monitored closely to ensure that the operations are in line with the adopted SRTP and do not exceed LTF and STA funding limits.

Recommended Action:

Provide direction regarding Fiscal Year 2020-2021 Transit Services budget.

Attachments:

- A. Fiscal Year 2020-2021 Short Range Transit Plan Table 4

City of Beaumont
FY 2020/2021
Summary of Funds Requested
Short Range Transit Plan

Table 4 - Summary of Funds Requested for FY-2020/2021

Project Description		Total Amount of Funds	LTF	STA	LCTOP	SGR	Fare Box	Interest
Operating Expenses FR & Admin		\$ 1,587,730	\$ 1,404,730				\$ 183,000	
Commuter 120 & 125 Operating & Admin		\$ 1,048,500	\$ 975,500				\$ 73,000	
DAR Operating Expenses		\$ 253,000	\$ 230,000				\$ 23,000	
Interest & Other Income		\$ 3,000						\$ 3,000
Subtotal: Operating		\$ 2,892,230	\$ 2,610,230	\$ -	\$ -		\$ 279,000	\$ 3,000
Project Description		Total Amount of Funds	LTF	STA	LCTOP	SGR	Fare Box	Interest
CNG Station	Capital Project Number (1)	\$ 1,500,000		\$ 1,500,000				
Administrative, Fleet Maintenance & Operations Facility	21-01	\$ 500,000		\$ 500,000				
Bus Stop Signage and Amenities	21-02	\$ 100,000		\$ 100,000				
2-Electric Shuttle EV Star	21-03	\$ 220,000		\$ 220,000				
3 - Ford F550 Entourage Type E for Replacement	21-05	\$ 700,000		\$ 700,000				
SGR Rehabilitation of Bus Stops	21-06	\$ 51,999		\$ 51,999		\$ 51,999		
SGR Rehabilitation of Bus Stops	21-07	\$ 49,885		\$ 49,885		\$ 49,885		
	21-08							
Subtotal: Capital		\$ 3,121,884	\$ -	\$ 3,020,000	\$ -	\$ 101,884	\$ -	\$ -
Total: Operating & Capital		\$ 6,014,114	\$ 2,610,230	\$ 3,020,000	\$ -	\$ 101,884	\$ 279,000	\$ 3,000


Draft January 2020



Transit Services Budget FY 2020-2021

March 2020

Short Range Transit Plan – The Process

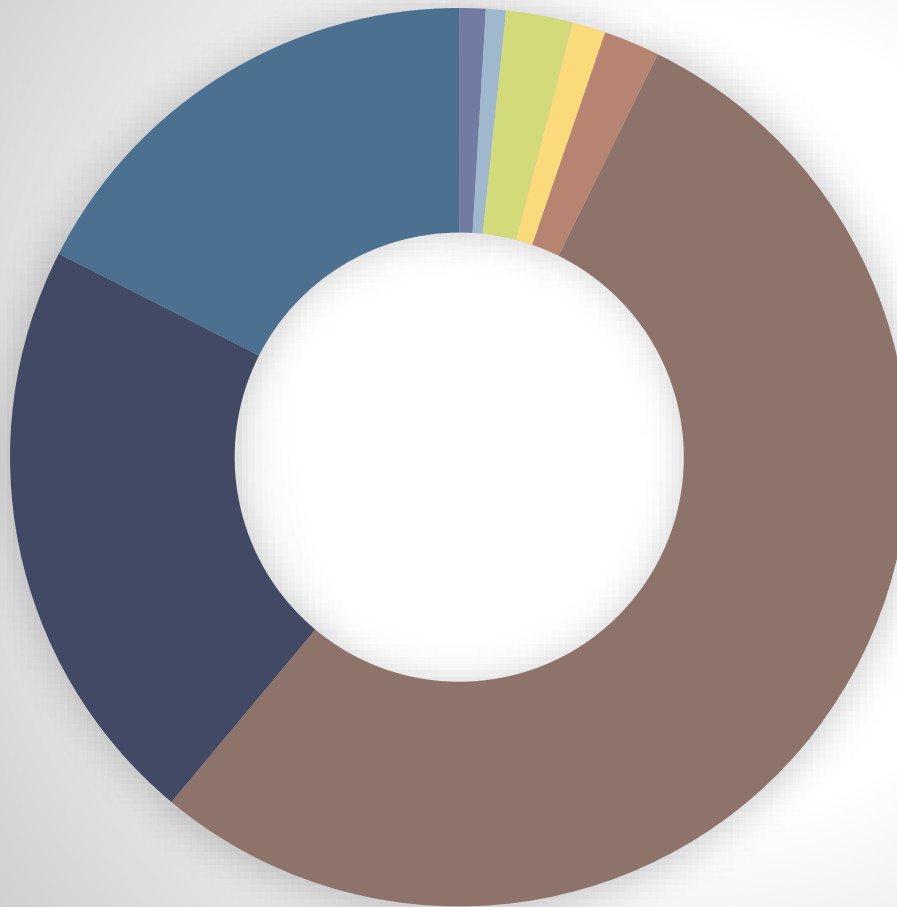
- ▶ ~~February 26, 2020 – Kick-off Meeting with RCTC~~
- ▶ March 13, 2020 – First Draft due to RCTC 
- ▶ April 10, 2020 – Third Quarter YTD Data due
- ▶ April 17, 2020 – Second Draft due to RCTC (Narrative)
- ▶ April 21, 2020 – City Council Opens Public Hearing
- ▶ May 5, 2020 – City Council Closes Public Hearing
- ▶ *May 8, 2020 – Final Draft due to RCTC*
- ▶ May 2020 – SRTPs presented to CAC
- ▶ June 10, 2020 – SRTP presented to RCTC board



RCTC Allocation

FY 19-20

RCTC Allocation



- Banning 1%
- Palo Verde 1%
- Beaumont 2%
- Corona 1%
- City of Riverside 2%
- RTA 54%
- Sunline 21%
- Rail 18%

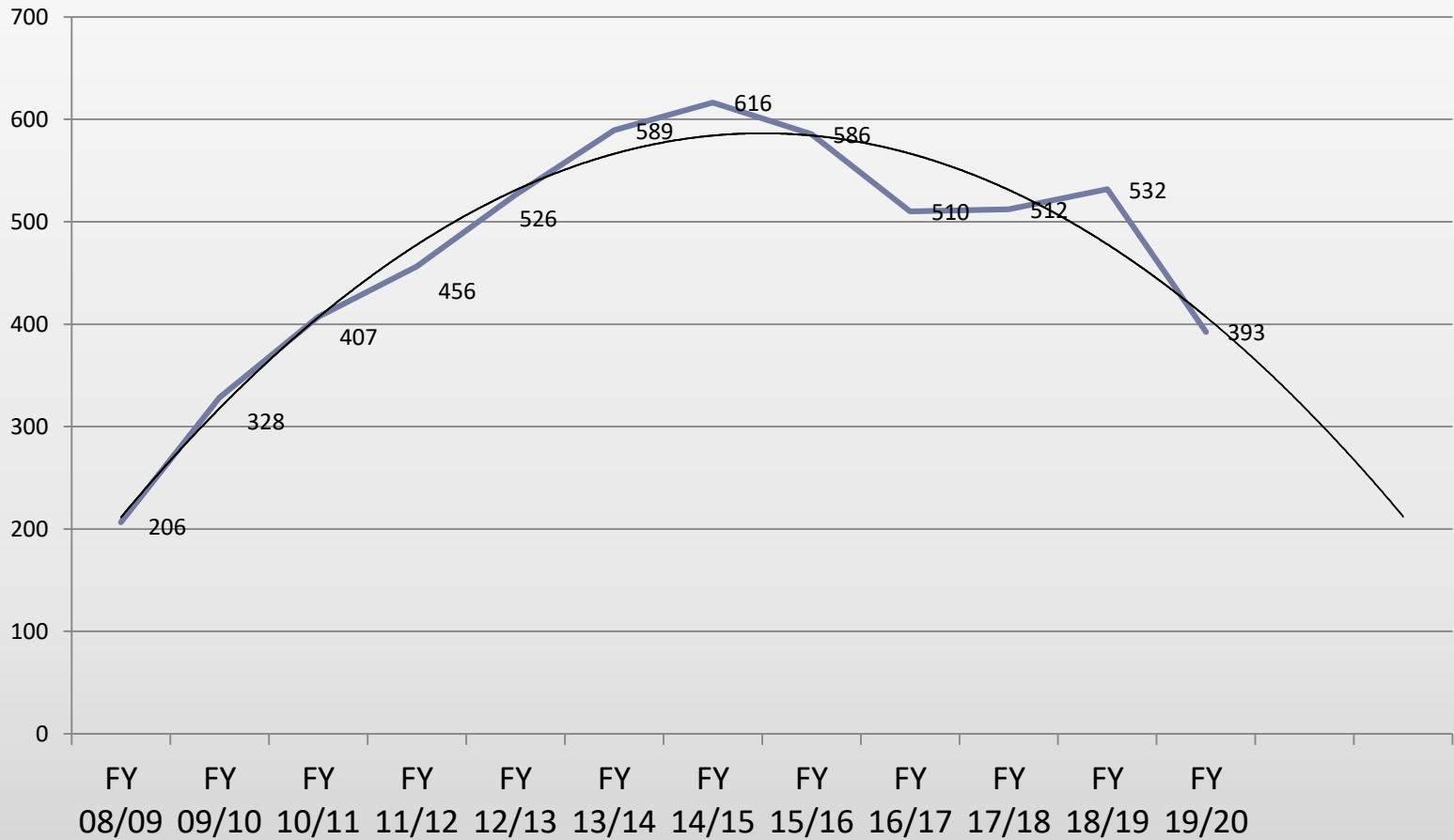
Source: RCTC Agenda Item 07.10.2019

Performance Report – YTD February 2020

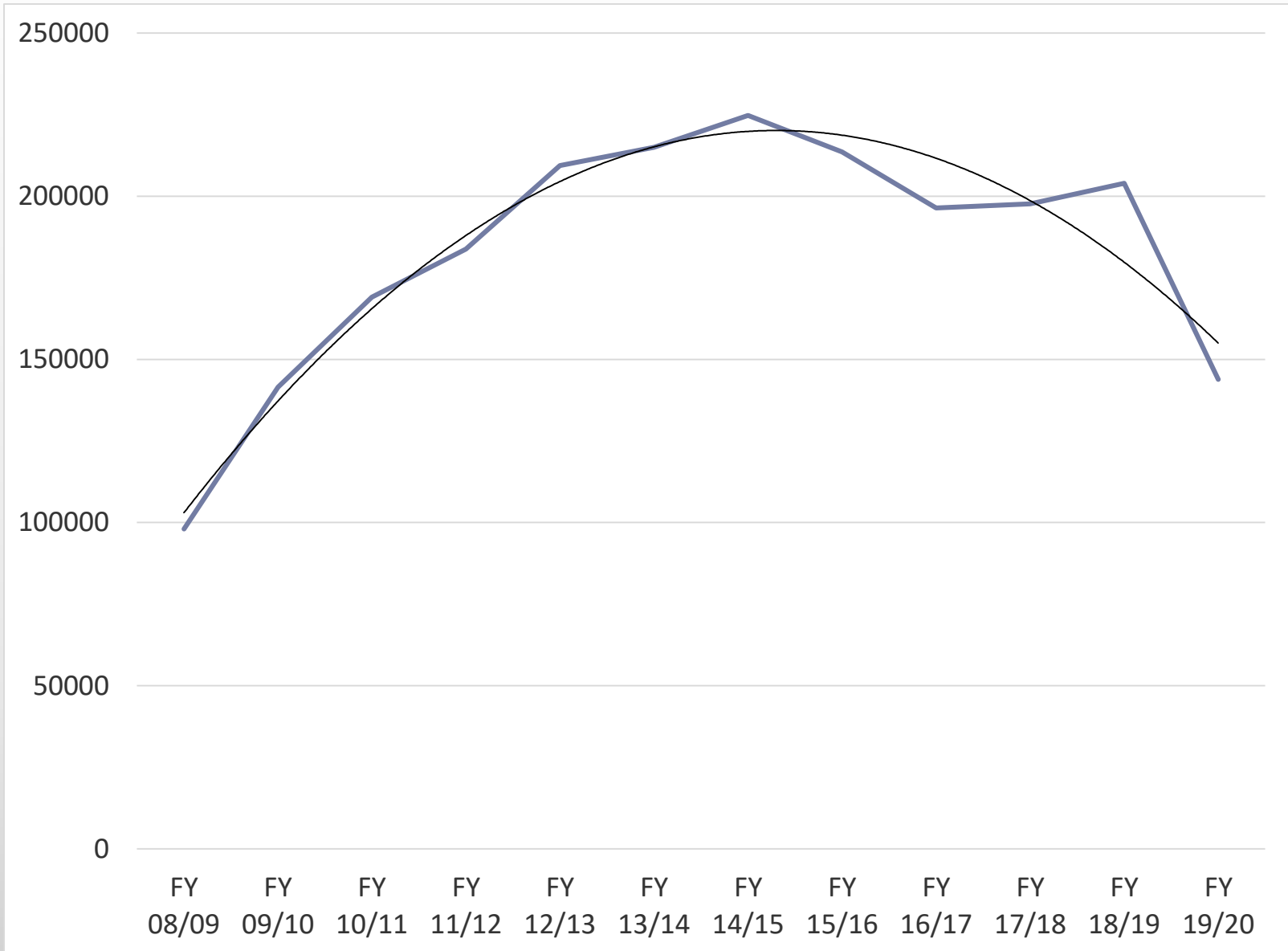
Performance Indicators	Projected Plan	Year-To-Date	+/-
Passengers	165,316	95,284	58%
Revenue Hours	23,653	13,283	56%
Revenue Miles	481,289	293,893	61%
Farebox	10.76%	9.4%	<1.36>%



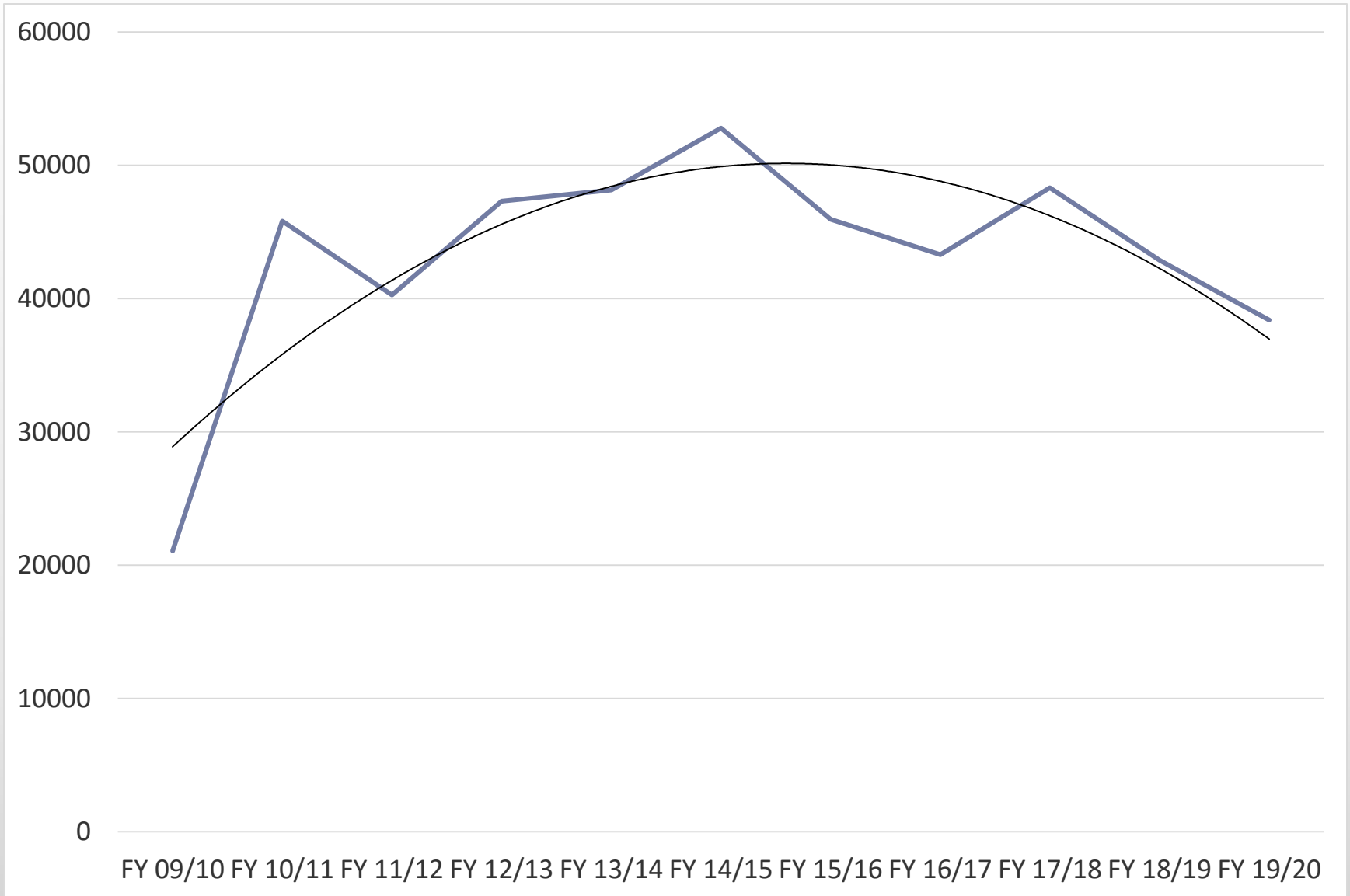
Average # of Passenger Trips/Weekday – Fiscal Year Comparison



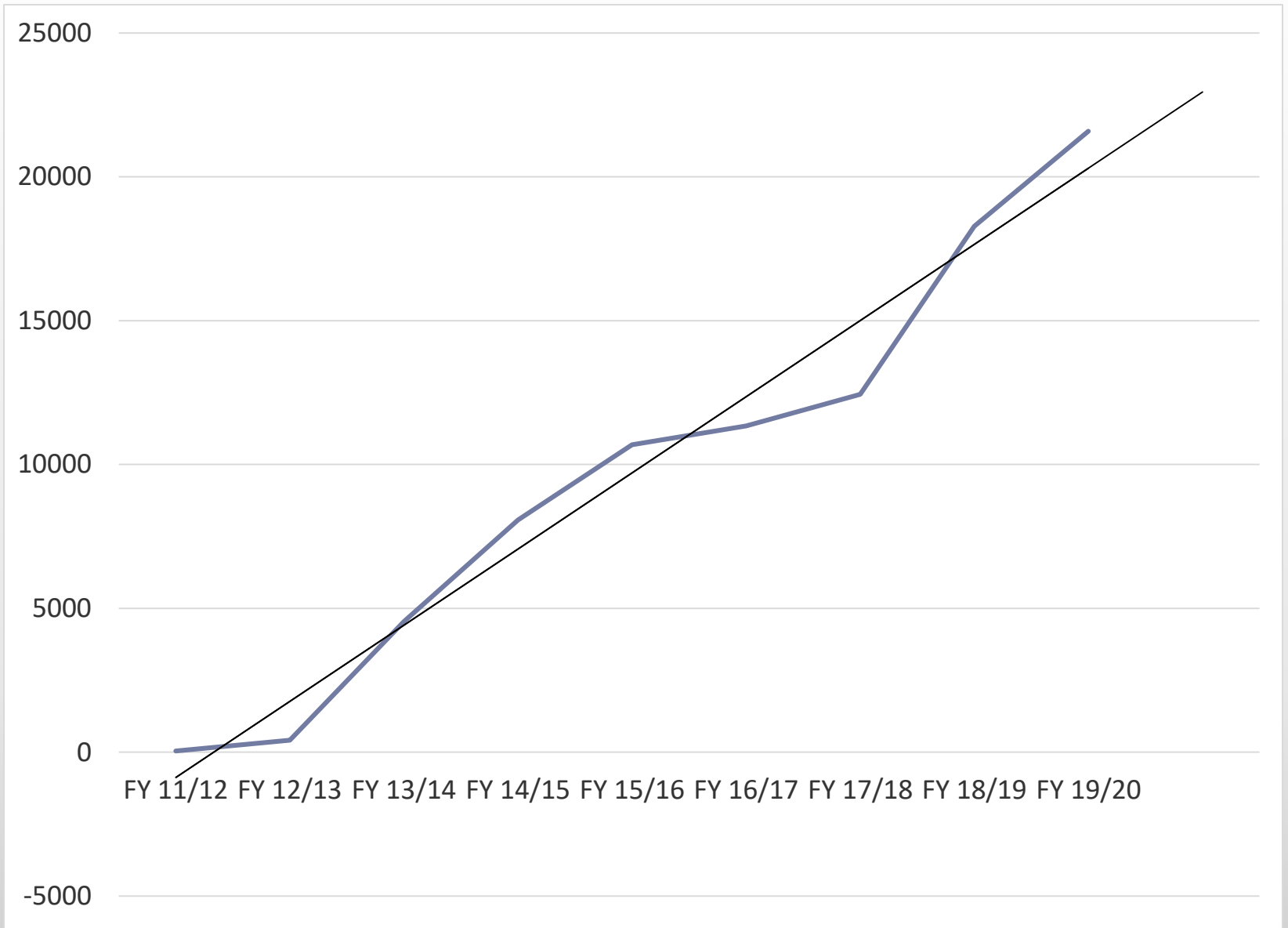
Total Passengers – System - Wide



Total Passengers – Peak Routes



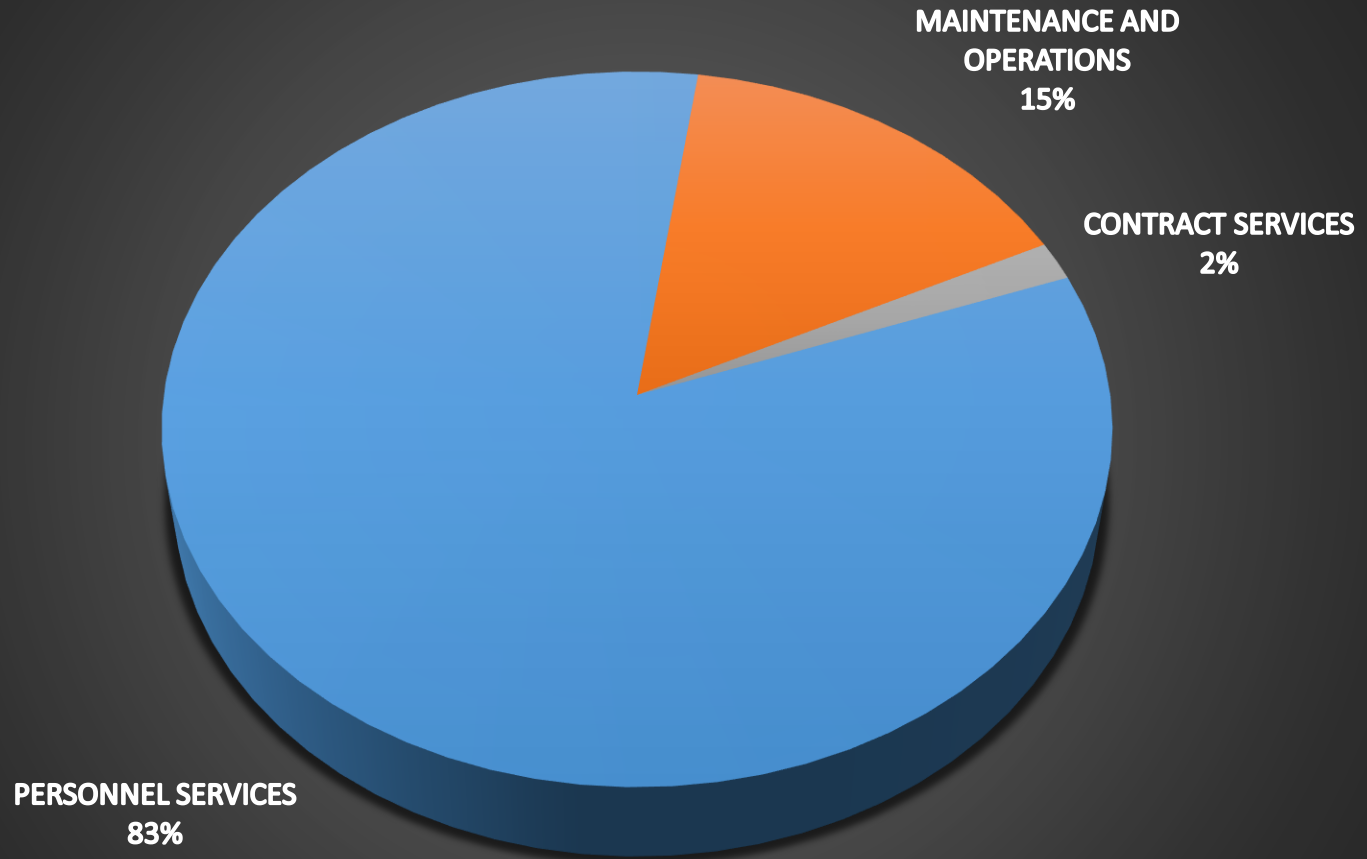
Total Passengers – Commuter Links

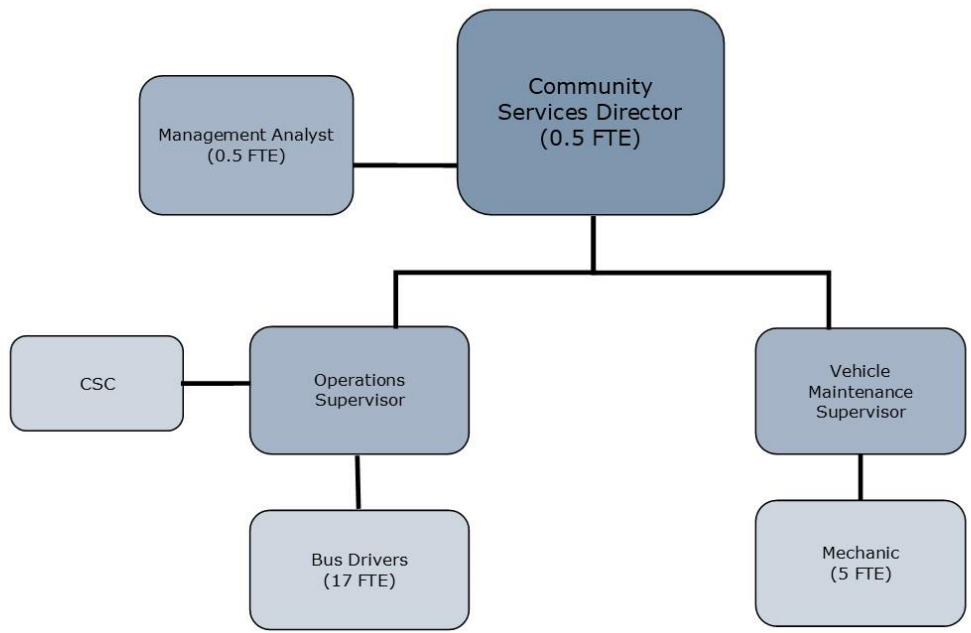


Transit Services Proposed Budget FY 2020-21

	Total of All Funds	LTF	State Transit Assistance	Fare Box	Other
Total Operating	\$2,892,230	\$2,610,230		\$279,000	\$3,000
CNG Station Improvements	\$1,500,000		\$1,500,000		
Admin Facility	\$500,000		\$500,000		
Bus Stop Signage/Amenities	\$100,000		\$100,000		
Electric Shuttles (2)	\$220,000		\$220,000		
Ford F550 Type E (3)	\$700,000		\$700,000		
Rehab of Bus Stops	\$101,884				\$101,884
Capital	\$3,121,884		\$3,020,000		\$101,884
Total Budget	\$6,014,114	\$2,610,230	\$3,020,000	\$279,000	\$104,884

Operational Cost Elements





Fare Structure Update

- ▶ **GoPass fare**
 - ▶ Finding in Triennial Performance Audit
 - ▶ Vote of ASB necessary
 - ▶ 1,219 passengers FREE to date (July-February)
 - ▶ Projected = 1828
 - ▶ FY 2019 = 3757
- ▶ **Banning Transfers**
 - ▶ 1,713 passengers FREE to date (July-February)
 - ▶ Route 4 = 54%
- ▶ **Token Transit Service Fee - Proposal**
 - ▶ Analysis underway
 - ▶ Routes 7 and 9 = 74% of total FR passengers



Marketing Update

- ▶ **New branding project**
 - ▶ Contract Award April 2020
- ▶ **Transit presentations to multiple audiences throughout the community**
- ▶ **Monthly travel training trips**
 - ▶ Los Angeles via Metrolink
 - ▶ Disneyland and OC via RTA Commuter Express 200
- ▶ **Google Transit**
- ▶ **DoubleMap**
- ▶ **Token Transit**



Marketing Update

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- ▶ **Google Transit**
- ▶ **DoubleMap**
- ▶ **Token Transit**



Special Events

- ▶ Cherry Festival shuttles
- ▶ Cherry Festival Parade entry
- ▶ R.E.D. – Remember everyone deployed
- ▶ Breast Cancer Awareness “Wear Pink” giveaway – October 2020
- ▶ Trunk or Treat – October 2020
- ▶ Free Fare to all Veterans on Veterans Day
- ▶ Free Fare Friday – Friday after Thanksgiving
- ▶ Holiday Parades – December 2020
- ▶ Veteran’s Expo – January 2021
- ▶ Book Fair – March 2021



What's Next?

- ▶ **Comprehensive Operations Analysis Phase I**
 - ▶ City Council Meeting - March 17th
 - ▶ Preliminary Findings
 - ▶ Data collection
 - ▶ Community Engagement Summary Review
 - ▶ Community workshops
 - ▶ Pop up events
 - ▶ Surveys
- ▶ **Revise SRTP Table 4**
- ▶ **Present Revisions and Narrative to City Council**
 - ▶ April 21st (Public Hearing)



Questions





Staff Report

TO: Mayor, and City Council Members
FROM: Elizabeth Gibbs, Community Services Director
DATE: March 3, 2020
SUBJECT: **Draft Triennial Performance Audit of the City of Beaumont Transit Fiscal Years 2016-2018**

Background and Analysis:

The Transportation Development Act (TDA) of 1971 provides funding to be allocated to transit (and non-transit) related purposes that comply with regional transportation plans.

To ensure program compliance, performance audits are conducted every three years and include performance measures that verify the efficiency and effectiveness of Beaumont transit services. Performance audits are generally conducted by auditing firms designated by the regional transportation planning agency (RTP). In Beaumont's case, the RTP is the Riverside County Transportation Commission (RCTC).

RCTC retained the services of Michael Baker International to conduct the TDA triennial performance audit of the public transit operators under its jurisdiction in Riverside County, including Beaumont transit, for Fiscal Years 2015-2016 through 2017-2018 (Attachment A)

The performance audit includes a review of the following four areas:

- Compliance with TDA requirements,
- Status of prior audit recommendations,
- Transit system performance trends, and
- Detailed functional review.

Recommendations are then developed to improve the operational efficiency and effectiveness of the transit service.

Triennial Performance Audit Highlights:

Compliance Requirements

The City of Beaumont fully complied with five of the eight applicable requirements and partially complied with the remaining three.

Fully Complied:

- CHP Transit Operator Compliance Program.
 - Vehicles inspected within 13 months prior to each claim with a rating of satisfactory.
- Annual claims for funding submitted to RCTC.
- Annual operating budget did not increase more than 15% over previous year.
 - FY 2016 +20.2%
 - FY 2017 +14.9%
 - FY2018 +4.7%

*Note: FYs 2016 and 2017 budget increases were attributed to higher salary and benefit costs, major service expansion, and route restructuring approved by RCTC and therefore, in compliance.
- Performance is consistent with Public Utilities Code Section 99247.
 - Trip sheets generated indicate that correct performance data is being collected (operating costs, total passengers, passengers per vehicle service hour, etc.)
- Employee retirement system is fully funded.

Partially Compiled:

- Farebox Recovery Ratio.
 - System-wide farebox recovery standard partially met.

FY2016	10.7%
FY2017	10.4%
FY2018	9.1%
- Transit Operators Financial Transactions Reports (FTR).
 - The FY 2016 FTR was submitted after the statutory deadline. The FYs 2017 and 2018 FTRs were submitted on time.
Plan of Action: The Audited Financial Statements were finalized and reviewed by the City Council on February 18, 2020, and staff is currently completing the FTR for submittal.
- Annual Fiscal and Compliance Audits.
 - A 90-day extension was granted by RCTC and FYs 2016 and 2017 were submitted after the 90-day extension period.
Plan of Action: The FY 2019 transit audit is on-going and no findings have been provided to the City as of current.

Status of Prior Recommendations (FY 2010-2012 Performance Audit)

In this section of the performance audit, the auditor reviews recommendations made in the prior triennial audit and makes conclusions concerning whether or not the recommendations have been adopted by the agency. During the prior audit period of FY 2013-2015, four recommendations were made by the previous auditor for actions to be taken by the City, two of which have been implemented:

- Timely completion and submittal of the FTRs.
 - Implemented.
- Separate the State Controller's Report into two submittals: Fixed Route and Dial-A-Ride.
 - Not implemented and carried forward for full implementation.
Plan of Action: In discussion with the controller's office, the City needs to obtain a separate transit operation ID for filing a separate report for specialized service. The City will seek to establish this ID to ensure the submittal of separate reports for the period ending June 30, 2020.
- Collaborate with Riverside Transit Agency (RTA) and Mt. San Jacinto College on fare revenue reimbursement from the GoPass revenue agreement.
 - Partially implemented and carried forward for full implementation
Plan of Action: Continue to work with Mt. San Jacinto College on fare revenue reimbursement from the GoPass revenue agreement.
- Track ridership trends for those using mobility devices.
 - Implemented.

Performance Trends / Indicators

In addition to maintaining the 10% minimum farebox recovery ratio, TDA requires a minimum of five specific performance indicators be reported and met to maintain funding. Included in the audit on pages 18-23 are tables and graphs depicting the trends and indicators of the Beaumont transit system. It should be noted that the system-wide operating costs and fare revenues are derived from audited data.

During the audit period, fixed route ridership decreased an average of 2.7% annually, while operating costs grew 51.3%. Conversely, Dial-A-Ride ridership decreased an average of 15.7% annually, while operating costs grew 19.1%. The auditor recommended that farebox recovery be monitored closely as the ratio hovers dangerously close to the mandated 10% system wide.

Detailed Functional Review

The performance audit reviews the various functions of the transit system including: maintenance and operations, planning, marketing, general management and oversight, and grants administration. A narrative summary can be found on pages 26-34 of the audit.

Overall Findings and Recommendations

The last section of the audit summarized the major findings in the triennial audit and provides a set of recommendations from auditing firm. For this reporting period, four recommendations were given and as required by RCTC, will be included in the upcoming Short Range Transit Plan, set for adoption in June 2020. Two of the four recommendations have already been implemented or completed.

- Separate the State Controller's Report into two submittals: Fixed Route and Dial-A-Ride.
 - Plan of Action: In discussion with the controller's office, the City needs to obtain a separate transit operation ID for filing a separate report for specialized service. The City will seek to establish this ID to ensure the submittal of separate reports for the period ending June 30, 2020.
- Collaborate with Riverside Transit Agency (RTA) and Mt. San Jacinto College on fare revenue reimbursement from the GoPass revenue agreement.
 - Plan of Action: Beaumont transit fixed routes provide Mt. San Jacinto College students with free access to any fixed route in the system while enrolled in college courses, without any fare subsidy. In order for Beaumont Transit to receive revenue reimbursement from the GoPass program, the associated student body (ASB) of Mt. San Jacinto College must conduct a vote of the students and pass the fare assessment with a majority of the voters in favor. Staff will focus on preparing the necessary process for election by ASB and if passed, target an implementation date of Fall 2020.
- Include a link to Banning Transit on the Beaumont web page.
 - Completed.
- Report mechanical road calls and other vehicle operation metrics in TransTrack Manager.
 - Implemented.

Conclusion

Riverside County Transportation Commission will formally review and act on this audit at their regularly scheduled board meeting in March. Should additional information come from that meeting, staff will update City Council at a future meeting.

Fiscal Impact:

This is an informational item only with no fiscal impact.

Recommended Action:

Receive and file the Draft FY 2016-2018 Triennial Performance Audit of the City of Beaumont Transit dated January 2020.

Attachments:

- A. Draft – FY 2016-2018 triennial Performance Audit of the City of Beaumont Transit dated January 2020

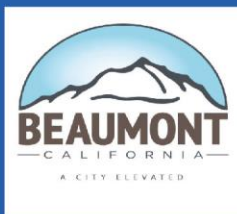


RCTC

**RIVERSIDE
COUNTY
TRANSPORTATION
COMMISSION**

FY 2016-2018

Triennial Performance Audit of City of Beaumont Transit



Draft

January 2020

Submitted to:
Riverside County Transportation Commission

Submitted by:

Michael Baker
INTERNATIONAL

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Executive Summary

The Riverside County Transportation Commission (RCTC) engaged Michael Baker International to conduct the Transportation Development Act (TDA) triennial performance audit of the public transit operators under its jurisdiction in Riverside County. This performance audit is conducted for the City of Beaumont Transit (Beaumont, City) covering the most recent triennial period, fiscal years 2015–16 through 2017–18.

The audit includes a review of the following areas:

- Compliance with TDA requirements
- Status of prior audit recommendations
- Transit system performance trends
- Detailed functional review

From the review, recommendations were developed to improve the operational efficiency and effectiveness of the City of Beaumont Transit.

Compliance with TDA Requirements

The City fully complied with five of the eight applicable requirements. The City was in partial compliance regarding the timely submittals of its annual Transit Operators Financial Transactions Reports to the State Controller and the annual fiscal and compliance audits as well as farebox recovery attainment in FY 2018. Three additional compliance requirements did not apply to Beaumont (i.e., intermediate farebox recovery ratio, exclusive urbanized farebox recovery ratio, and the utilization of federal funds).

Status of Prior Audit Recommendations

Beaumont satisfactorily implemented two of the four prior audit recommendations. The two recommendations pertained to the timely submittal of the annual State Controller Reports and the tracking of mobility devices on driver trip sheets. One recommendation pertaining to receiving reimbursement from Riverside Transit Authority (RTA) and Mt. San Jacinto College for Go-Pass riders was partially implemented and the recommendation pertaining to the completion and submittal of separate State Controller Reports for both general and specialized service was not implemented. Both recommendations are being carried forward for full implementation.

System Performance Trends

1. Based on the available data from the audited City of Beaumont Transit System Financial Statements, the City met its system-wide farebox recovery standard of 10 percent during two of the three years of the audit period, although service expansion during the audit period allows for two full fiscal years of exemption. The farebox recovery ratios were 10.7 percent in FY 2016, 10.4 percent in FY 2017, and 9.1 percent in FY 2018. The average farebox recovery ratio for the period was 10.06 percent.
2. Operating cost per vehicle service hour, an indicator of cost efficiency, increased 5.4 percent system-wide from \$84.98 in the FY 2015 base year to \$89.60 in FY 2018. System-wide operating costs (based on audited data) increased 19.2 percent during the period, while vehicle service hours increased by a lower rate of 13 percent. The average annual increase in operating costs was 9.3 percent. Cost increases were from personnel wage increases for minimum wage and benefits contributions well as continued service expansion and route restructuring. The City is moving forward with a Comprehensive Operations Analysis to create a “blueprint” for the future development of the community’s public transit service.
3. Operating cost per passenger, an indicator of cost effectiveness, increased 34.3 percent system-wide from \$8.37 in FY 2015 to \$11.23 in FY 2018. Ridership system-wide decreased 11.2 percent during the review period from 222,752 passengers in FY 2015 to 197,775 passengers in FY 2018, while operating costs increased by 19.2 percent over the same period.
4. Passengers per vehicle service hour, which measures the effectiveness of the service delivered, decreased 21.5 percent between FY 2015 and FY 2018 system-wide from 10.2 to 8 passengers per hour. Fixed-route operations were consistent with this trend, with a decrease of 20.6 percent over the same period from 10.9 to 8.7 passengers per hour. In contrast, Dial-A-Ride operations exhibited a higher decrease of 43.4 percent from 5.7 to 3.2 passengers per hour. The trend in this indicator demonstrates growth in vehicle service hours as compared to the decline in passenger trips.
5. Passengers per vehicle service mile, another indicator of service effectiveness, decreased 17.1 percent between FY 2015 and FY 2018 system-wide from 0.58 to 0.48 passengers per mile. For fixed-route operations, the number of passengers per service mile decreased by 19.7 percent from 0.61 to 0.49. Passengers per service mile on Dial-A-Ride decreased by a comparable 16.1 percent during the same period, from 0.38 in FY 2015 to 0.32 in FY 2018. From the FY 2015 base year to FY 2018, actual vehicle service miles increased 7.1 percent system-wide.

Functional Review

1. At the request of the City of Calimesa and RTA, Beaumont implemented Route 136 to Calimesa in FY 2017. The route was designed with one-hour headways and an alternative route during peak morning afternoon hours to serve local students. The route only comprised 1 percent of system-wide trips and was eventually discontinued.
2. A second commuter route, Commuter Link 125, was implemented in September 2018 to provide service to the Loma Linda Veterans Administration Hospital and Kaiser in Redlands. Commuter Link Route 120, which was implemented in 2013, was realigned to provide more direct service to the San Bernardino Transit Center.
3. The memorandum of understanding (MOU) between the Cities of Banning and Beaumont was terminated in June 2019, which involved phasing out the Pass Transit brand and the removal of Beaumont Transit Route 2 from operating within the City of Banning. A new interagency services agreement was adopted between the two cities in July 2019.
4. The City's Transit Division is looking to consolidate its administration, operations, and fleet maintenance functions to a parcel that the City has acquired in an industrial area of town at the intersection of West 4th Street and Veile Avenue. The facility would also feature a CNG fueling station open to the general public with plans to include an electric vehicle charging station in order to meet the state's zero-emission vehicle mandates.
5. Beaumont Transit personnel are City employees. Drivers and nonexempt employees are represented by Service Employees International Union (SEIU), Local 721. The current MOU between the City and union is for a two-year term, which included a health and retirement benefit increase and a higher wage scale in anticipation of the increase in the minimum wage.
6. During the audit period, the City procured the Dossier fleet maintenance software program, which operates on a web-based platform. In addition, the City acquired Zonar for pre- and post-trip inspections.

Recommendations

Performance Audit Recommendation	Background	Timeline
<p>#1. Prepare and submit separate State Controller Transit Operators Financial Transactions Reports for general public transit and specialized service.</p>	<p>This recommendation is carried over from the prior performance audit. Beaumont’s annual Transit Operators Financial Transactions Report to the State Controller has historically combined information for both general public (fixed route/commuter) and specialized service for seniors and persons with disabilities (ADA-certified and noncertified). Although the State Controller’s Office has not provided notice to the City, written instructions by the state to prepare this particular report require separate reporting of these modes. In the General Instruction Form completed by the City, a selection must be made as to which mode of transit is represented in the report. The options are general public use or elderly/disabled.</p> <p>The Transit Operators Financial Transactions Report Instructions contain the following passages under the General Instruction Form:</p> <p><i>Transit operators providing two types of service, (general public use and transit service exclusively for the elderly/handicapped) must complete a separate report for each type of service.</i></p> <p><i>... a separate report must be filed for each type of service provided: General Public Use Service or Specialized Service exclusive for elderly and/or handicapped. For example, if an agency has received Article 4 and Article 8(c) monies to provide General Public Use Service, the agency should submit one report. If that agency has also received Article 4 monies to provide Specialized Service for the elderly and/or handicapped, then a report must be submitted for the Specialized Service operations.</i></p> <p>The submission of separate reports to the State Controller will further demonstrate Beaumont’s proactive approach to compliance</p>	<p>High Priority</p>

Performance Audit Recommendation	Background	Timeline
	with state reporting instructions.	
<p>#2. Continue to work with Riverside Transit Agency and Mt. San Jacinto College on fare revenue reimbursement from the College Go-Pass Revenue Agreement.</p>	<p>This recommendation is being carried forward from the prior performance audit. The City had taken steps to reach a fare revenue reimbursement agreement with Mt. San Jacinto College. In the meantime, Beaumont Transit has continued to honor RTA's Go-Pass without an agreement in place. Under the Go-Pass program, Mt. San Jacinto College students get unlimited rides on RTA buses. The City was anticipating that the Mt. San Jacinto College student body would vote on the separate fare revenue agreement in early 2018; however, the vote never materialized. It is recommended that the City continue to work with the college and RTA on having such an agreement in place as a farebox enhancement measure.</p>	<p>High Priority</p>
<p>#3. Include a link to Banning Transit on the Beaumont Transit web page.</p>	<p>The City's website and transit page were updated during the audit period. While there are links to the OmniTrans, RTA, and SunLine Transit Agency websites, there are no links to the Banning Transit website. The MOU or cooperative services agreement between the Cities of Banning and Beaumont that has been in effect since December 2002 was terminated after the audit period and involved phasing out the Pass Transit brand and the removal of Beaumont Transit Route 2 from operating within the City of Banning. In its place, an interagency service agreement between the two cities was adopted in July 2019 and provides continued cooperation of both cities in "providing the public with specific transit information, advertising the operations of both agencies and promoting the general use of transit." Pursuant to the interagency service agreement with the City of Banning, it is recommended that Beaumont include a link to Banning Transit on its transit page.</p>	<p>Medium Priority</p>

Performance Audit Recommendation	Background	Timeline
#4. Report mechanical road calls and other vehicle operation metrics in TransTrack Manager.	<p>The Transit Division indicated that system road calls were not being regularly tracked. A mechanical failure of a bus in revenue service that causes a delay to service, and which necessitates removing the bus from service until repairs are made, can impact overall system performance. Transit performance data are routinely entered into TransTrack for trends analysis across the different service modes. TransTrack features modules that track customer service complaints, Dial-a-Ride no-shows, accidents, and mechanical road calls. The recent implementation of the Dossier fleet maintenance software and Zonar should allow for road call data to be downloaded or migrated into TransTrack. It is recommended that the Transit Division start reporting road call data in TransTrack.</p>	Medium Priority

Section I

Introduction

California’s Transportation Development Act (TDA) requires that a triennial performance audit be conducted of public transit entities that receive TDA revenues. The performance audit serves to ensure accountability in the use of public transportation revenue.

The Riverside County Transportation Commission (RCTC) engaged Michael Baker International to conduct the TDA triennial performance audit of the public transit operators under its jurisdiction in Riverside County. This performance audit is conducted for the City of Beaumont Transit (Beaumont, City) covering the most recent triennial period, fiscal years 2015–16 through 2017–18.

The purpose of the performance audit is to evaluate the City’s effectiveness and efficiency in its use of TDA funds to provide public transportation in its service area. This evaluation is required as a condition for continued receipt of these funds for public transportation purposes. In addition, the audit evaluates the City’s compliance with the conditions specified in the California Public Utilities Code (PUC). This task involves ascertaining whether the transit agency is meeting the PUC’s reporting requirements. Moreover, the audit includes calculations of transit service performance indicators and a detailed review of the transit administrative functions. From the analysis that has been undertaken, a set of recommendations has been made which is intended to improve the performance of transit operations.

In summary, this TDA audit affords the opportunity for an independent, constructive, and objective evaluation of the organization and its operations that otherwise might not be available. The methodology for the audit included in-person interviews with management, collection and review of agency documents, data analysis, and on-site observations. The *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*, published by the California Department of Transportation (Caltrans), was used to guide the development and conduct of the audit.

Overview of the Transit System

The City of Beaumont has provided public transportation service since 1975. The current transit system is composed of both fixed-route and Dial-A-Ride services. Fixed-route service began as a single 15-mile route in 1979, after the existing general public Dial-A-Ride service could not meet the growing demand. The fixed route serves the City of Beaumont and the unincorporated community of Cherry Valley to the north. Dial-A-Ride is limited to elderly and Americans with Disabilities Act (ADA) certified passengers. However, a combination of Dial-A-Ride and fixed-route deviations is available to the general public to assist passengers who are outside the quarter-mile border of each bus route connection to the fixed-route system.

The Cities of Beaumont and Banning have continued their coordination efforts to implement the Pass Transit Plan, which provides a seamless transit service to the residents of the two communities. The jointly developed service plan includes the Cities of Banning and Beaumont, unincorporated areas of Cherry Valley and Cabazon, and commercial area of the Morongo Indian Reservation. The Pass Transit system consists of two independent but well-coordinated transit systems under a single brand identity and fare structure. The coordinated service area of Pass Transit includes the aforementioned cities and communities. This coordinated transit system allows Dial-A-Ride vehicles to cross jurisdictions and a common trunk line that serves both cities and the Cabazon area east of Banning.

After the audit period, the two cities mutually terminated the memorandum of understanding (MOU) that had been in place since December 2002 and adopted an interagency service agreement in July 2019. With the termination of the MOU, the Pass Transit branding has been phased out and Beaumont Transit Route 2 service was discontinued in the City of Banning.

Based on the 2010 US Census, Beaumont’s population is 36,877, which grew 223.9 percent since the 2000 US Census. The senior citizen population, composed of residents aged 65 and over, is 10.55 percent. The 2019 population for Beaumont is estimated to be 48,401 as reported by the California Department of Finance. The city covers a 30.91-square-mile area.

Major highway connections serving Beaumont are Interstate 10 (I-10) and State Routes (SR) 60 and 79. I-10 is the main east–west highway connecting Beaumont with Banning and the Coachella Valley to the east and the Inland Empire to the west. SR 60 connects Beaumont with Moreno Valley and Riverside to the west and SR 79 connects the city with Hemet to the south. Major arterial streets traversing Beaumont include 1st Street, 6th Street, 8th Street, Beaumont Avenue, Highland Springs Avenue, and Oak Valley Parkway.

System Characteristics

Beaumont Transit operates both fixed-route and demand-responsive transit services. During the audit period, the fixed route system was composed of one commuter and seven local routes. Local routes serve Beaumont, Banning, Cherry Valley, and Cabazon. The commuter route provides service between Beaumont and Calimesa, the San Bernardino Metrolink station, and the Loma Linda VA Hospital. The system operates Monday through Friday from 6:20 a.m. to 7:50 p.m. and weekends from 8:00 a.m. to 6:00 p.m. Beaumont Transit does not operate on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Limited service is offered on other holidays based on the weekend operating hours. Beaumont Transit’s fixed-route services during the audit period are summarized in Table I-1.

**Table I-1
Beaumont Transit Fixed Route Services**

Route	Destination	Frequency/Operation	Key Time points
Route 2	Beaumont - Cabazon	Every 60 minutes (Monday through Friday from 6:30 a.m. to 7:50 p.m.) Every 2 hours (Saturday & Sunday from 8:00 a.m. to 6:00 p.m.)	<ul style="list-style-type: none"> ▪ Cougar Way @ Beaumont Avenue ▪ Wells Fargo ▪ San Gorgonio Hospital ▪ Food-4-Less/Stater Bros. ▪ Walmart ▪ Banning Courthouse ▪ Casino Morongo ▪ Beaumont Civic Center
Route 3	Beaumont High – Walmart	Every 60 minutes (Monday through Friday from 6:24 a.m. to 6:02 p.m.)	<ul style="list-style-type: none"> ▪ Beaumont High School ▪ Cougar Way & Beaumont Avenue ▪ Chatigny Recreation Center ▪ Noble Creek Apartments ▪ Walmart ▪ San Gorgonio Hospital
Route 4	Downtown Beaumont	Every 60 minutes (Monday through Friday from 6:30 a.m. to 7:35 p.m.)	<ul style="list-style-type: none"> ▪ Pennsylvania & 8th Street ▪ Walmart ▪ San Gorgonio Hospital ▪ Three Rings Ranch Park ▪ Beaumont Library ▪ Cougar Way @ Beaumont Avenue ▪ Beaumont High School
Route 3/4 (Saturday Only)	Walmart – Cherry Valley	Every 60 minutes (Saturday from 8:00 a.m. to 5:00 p.m.)	<ul style="list-style-type: none"> ▪ Beaumont High School ▪ Brookside Avenue (Sports Park) ▪ Chatigny Recreation Center ▪ Pennsylvania & 8th Street ▪ Walmart ▪ San Gorgonio Hospital ▪ Cougar Way
Route 7	Tournament Hills – Fairway Canyon	Four a.m. trips & three p.m. trips (Monday through Friday from 6:35 a.m. to 4:30 p.m. when school is in session)	<ul style="list-style-type: none"> ▪ Oak Valley Parkway & Gateway ▪ Palmer & Morris ▪ Palmer & Trevino ▪ Champions & Bay Hill ▪ Monte Verde & Morgan ▪ Beaumont High School ▪ Cougar Way @ Beaumont Avenue ▪ Oak Valley & Rite Aid

Route	Destination	Frequency/Operation	Key Time points
Route 9	Seneca Springs – Cherry Valley	Two a.m. trips & two p.m. trips (Monday through Friday from 6:35 a.m. to 4:18 p.m. when school is in session)	<ul style="list-style-type: none"> ▪ Manzanita Parkway @ Brownie Way ▪ Seneca Springs Park ▪ Walmart ▪ Pennsylvania Avenue @ 8th Street ▪ Cougar Way @ Beaumont Avenue ▪ Beaumont High School
Route 136¹	Calimesa	Every 35 minutes (Monday through Friday from 6:20 a.m. to 5:32 p.m.)	<ul style="list-style-type: none"> ▪ City Hall ▪ County Line & California ▪ Avenue L & Douglas Street ▪ Avenue L & 3rd Street ▪ “The Shoppes” West Entrance ▪ Stater Bros. Shopping Center
Commuter Link 120	Beaumont Walmart – San Bernardino Metrolink	Three bidirectional a.m. trips & four p.m. trips (Monday through Friday from 5:35 a.m. to 7:25 p.m.). Two bidirectional a.m. trips & two p.m. trips (Saturday from 7:05 a.m. to 6:50 p.m.)	<ul style="list-style-type: none"> ▪ Beaumont Walmart ▪ Beaumont Civic Center ▪ Beaumont Wells Fargo ▪ Calimesa Stater Bros. ▪ Calimesa Fresh & Easy ▪ Loma Linda VA Hospital ▪ San Bernardino Metrolink

Source: Beaumont Transit

Since the audit period, several changes have been made to the fixed-route system. The FY 2019-2020 Short-Range Transit Plan (SRTP) included a plan to discontinue the Route 2 alignment through the City of Banning. Route 136 was discontinued at the end of the audit period due to low ridership. Commuter Link 125 was implemented in September 2018 and is the second regional route connecting the Pass Area with San Bernardino County. Commuter Link 125 was designed to provide more direct service to Loma Linda VA Hospital, thus enabling Commuter Link 120 to operate more frequencies to the San Bernardino Transit Center.

Dial-A-Ride

Dial-A-Ride offers complementary demand-response door-to-door service in the Beaumont/Cherry Valley area to passengers certified under the ADA and seniors (ages 65 years old and older). ADA certification is conducted through the Riverside Transit Agency (RTA). Dial-A-Ride service operates daily from 8:00 a.m. to 5:00 p.m. with Sunday-only ADA service.

¹ Service started in August 2016.

Reservations are required at least 24 hours and up to a month in advance on a first-come, first-serve basis. A \$2.00 cancellation fee is charged in the event of a no-show or insufficient notice of a cancelled trip.

Fares

Beaumont Transit’s fares are structured based on passenger, route, and service type. Multi-trip passes are also available for purchase. The fare structures during the audit period are summarized in Table I-2.

**Table I-2
Beaumont Transit Fixed-Route Fare Schedule**

Fare Category	Fares
General Public	\$1.15
Youth (grades K-12)	\$1.00
Seniors (ages 65 and older)	\$0.65
Persons with Disabilities (ADA or Medicare Card)	\$0.65
Military Veterans (with photo ID)	\$0.65
Active Military	Free
Go-Pass (during school session only)	Free
Jury Duty	Free
Child (46" tall or under accompanied by full-fare paying adult)	\$0.25
Zone Deviations (one way to/from Route 3)	\$0.25
Commuter Link 120 – General Public/Go-Pass	\$3.00
Commuter Link 120 – Youth/Seniors/Disabled/Veterans	\$2.00
10-Tripper Punch Pass (youth)	\$10.00
10-Ticket Book – General Public	\$10.35
10-Ticket Book – Seniors/Disabled/Veterans	\$5.85
Day Pass – General Public	\$3.00
Day Pass – Youth	\$3.00
Day Pass – Seniors/Disabled/Veterans	\$1.80
Commuter Link Punch Pass – General Public/Go-Pass	\$27.00
Commuter Link Punch Pass – Youth	\$18.00
Commuter Link Punch Pass – Seniors/Disabled/Veterans	\$18.00
Monthly Pass – General Public	\$36.00
Monthly Pass – Youth	\$30.00
Monthly Pass – Seniors/Disabled/Veterans	\$21.50

Source: Beaumont Transit

Active military personnel with proper identification and students holding the Go-Pass are able to ride free. All jurors summoned to serve in Banning courthouses are able to ride free on Beaumont Transit Route 2, directly to and from the courthouse, by showing their current and valid juror summons badge to the bus driver.

**Table I-3
Beaumont Transit Dial-A-Ride Fare Schedule**

Fare Category	Fares
One-Way	\$2.00
Companion	\$3.00
Personal Care Attendant (with ID)	Free
No-Show (collected during the next ride)	\$2.00
Child (46" tall or under accompanied by full-fare paying adult)	\$3.00
10-Ride Punch Card	\$18.00

Source: Beaumont Transit

Fleet

There were 18 vehicles in the transit fleet during the audit period: 13 fixed-route and 5 demand-response vehicles. In addition, Beaumont Transit uses five support vehicles. Vehicles are wheelchair accessible with tie-downs in compliance with the ADA. Table I-4 summarizes the Beaumont Transit fleet.

**Table I-4
Beaumont Transit Fleet**

Year	Make/Model	Quantity	Fuel Type	Service Mode	Seating Capacity
2008	Ford E-450 El Dorado National	1	Gasoline	Demand Response	16 (2 W/C)
2009	Chevy C5500 Starcraft	1	CNG	Demand Response	28 (2 W/C)
2009	Ford E-450 El Dorado National	1	Gasoline	Demand Response	16 (2 W/C)
2009	Chevy C5500 Starcraft	1	CNG	Fixed-Route	28 (2 W/C)
2010	Chevy C5500 Starcraft	1	CNG	Fixed-Route	28 (2 W/C)
2010	Chevy C5500 Starcraft	1	Gasoline	Fixed-Route	30 (2 W/C)
2010	Ford E-450 Starcraft	3	Gasoline	Fixed-Route	16 (2 W/C)
2011	Ford F550 El Dorado National	2	Gasoline	Fixed-Route	30 (2 W/C)
2011	El Dorado National	1	Gasoline	Fixed-Route	30 (2 W/C)
2011	El Dorado National	1	CNG	Fixed-Route	30 (2 W/C)
2015	El Dorado National XHF 40	3	CNG	Fixed-Route	43 (2 W/C)
2016	Ford E-450 El Dorado National	1	CNG	Demand Response	20 (2 W/C)
2016	Ford F550 El Dorado National	1	CNG	Demand Response	30 (2 W/C)
Total		18			

Source: Beaumont Transit

Section II

Operator Compliance Requirements

This section of the audit report contains the analysis of the City’s ability to comply with state requirements for continued receipt of TDA funds. The evaluation uses the Caltrans guidebook *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Agencies, September 2008* (third edition) to assess transit operators. The guidebook contains a checklist of 11 measures taken from relevant sections of the PUC and the California Code of Regulations. Each of these requirements is discussed in the table below, including a description of the system’s efforts to comply with the requirements. In addition, the findings from the compliance review are described in the text following the table.

Table II-1 Operator Compliance Requirements Matrix		
Operator Compliance Requirements	Reference	Compliance Efforts
The transit operator has submitted annual reports to the RTPA based upon the Uniform System of Accounts and Records established by the State Controller. Report is due 90 days after end of fiscal year (Sept. 28/29), or 110 days (Oct. 19/20) if filed electronically (Internet).	Public Utilities Code, Section 99243	<p>Completion/submittal dates: FY 2016: December 29, 2016 FY 2017: January 31, 2018* FY 2018: January 30, 2019*</p> <p>The FY 2016 Transit Operators Financial Transactions Report was submitted after the statutory deadline.</p> <p>*Note: New state legislation was passed (AB 1113, Bloom) on July 21, 2017, that changes the timeline to submit the annual Transit Operators Financial Transaction Reports to the State Controller effective reporting year FY 2017. The submittal date has been extended from within 110 days after fiscal year end to 7 months after fiscal year end, or end of January. This is an extension of about 100 days from the original deadline. With the change in dates, these reports are required</p>

Table II-1 Operator Compliance Requirements Matrix		
Operator Compliance Requirements	Reference	Compliance Efforts
		<p>to contain underlying data from audited financial statements.</p> <p>It is also noted that a single Transit Operators Financial Transaction Report was prepared by the City for both fixed route and Dial-A-Ride. Since Dial-A-Ride has been designated as a specialized service for ADA-certified, senior and disabled passengers, State Controller instructions require that separate reports be submitted for each service type.</p> <p>Conclusion: Partial compliance.</p>
<p>The operator has submitted annual fiscal and compliance audits to the RTPA and to the State Controller within 180 days following the end of the fiscal year (Dec. 27), or has received the appropriate 90-day extension by the RTPA allowed by law.</p>	<p>Public Utilities Code, Section 99245</p>	<p>Completion/submittal dates:</p> <p>FY 2016: September 20, 2017 FY 2017: June 15, 2018 FY 2018: March 28, 2019</p> <p>A 90-day extension was granted by RCTC pursuant to the TDA statute.</p> <p>The FY 2016 & FY 2017 fiscal audits were submitted after the 90-day extension period.</p> <p>Conclusion: Partial Compliance.</p>
<p>The CHP has, within the 13 months prior to each TDA claim submitted by an operator, certified the operator’s compliance with Vehicle Code Section 1808.1 following a CHP inspection of the operator’s</p>	<p>Public Utilities Code, Section 99251 B</p>	<p>The City participates in the CHP Transit Operator Compliance Program in which the CHP has conducted inspections within the 13 months prior to each TDA claim.</p> <p>Inspections were conducted at the</p>

Table II-1 Operator Compliance Requirements Matrix		
Operator Compliance Requirements	Reference	Compliance Efforts
terminal.		<p>City of Beaumont located at 550 East 6th Street.</p> <p>Inspection dates applicable to the audit period were: July 13 & 14, 2015; June 19 & 20, 2017; and June 4 & 6, 2018.</p> <p>Conclusion: Complied.</p>
The operator’s claim for TDA funds is submitted in compliance with rules and regulations adopted by the RTPA for such claims.	Public Utilities Code, Section 99261	<p>As a condition of approval, the City of Beaumont’s annual claims for Local Transportation Funds and State Transit Assistance are submitted in compliance with the rules and regulations adopted by RCTC.</p> <p>Conclusion: Complied.</p>
If an operator serves urbanized and non-urbanized areas, it has maintained a ratio of fare revenues to operating costs at least equal to the ratio determined by the rules and regulations adopted by the RTPA.	Public Utilities Code, Section 99270.1	<p>This requirement is not applicable, as Beaumont Transit only serves a nonurbanized area.</p> <p>Conclusion: Not Applicable.</p>
The operator’s operating budget has not increased by more than 15% over the preceding year, nor is there a substantial increase or decrease in the scope of operations or capital budget provisions for major new fixed facilities unless the operator has reasonably supported and substantiated the change(s).	Public Utilities Code, Section 99266	<p>Percentage change in the City of Beaumont’s transit operating budget:</p> <p>FY 2016: +20.2%</p> <p>FY 2017: +14.9%</p> <p>FY 2018: +4.7%</p> <p>The increases in the FY 2016 & FY 2017 budgets were attributed to higher salary and benefit costs and</p>

Table II-1 Operator Compliance Requirements Matrix		
Operator Compliance Requirements	Reference	Compliance Efforts
		<p>major service expansion and route restructuring.</p> <p><i>Source: City of Beaumont Annual Budgets for FYs 2015-2018.</i></p> <p>Conclusion: Complied.</p>
<p>The operator’s definitions of performance measures are consistent with Public Utilities Code Section 99247, including (a) operating cost, (b) operating cost per passenger, (c) operating cost per vehicle service hour, (d) passengers per vehicle service hour, (e) passengers per vehicle service mile, (f) total passengers, (g) transit vehicle, (h) vehicle service hours, (i) vehicle service miles, and (j) vehicle service hours per employee.</p>	<p>Public Utilities Code, Section 99247</p>	<p>The City of Beaumont’s definition of performance is consistent with PUC Section 99247. A review of trip sheets generated during the audit period indicates that correct performance data are being collected.</p> <p>Conclusion: Complied.</p>
<p>If the operator serves an urbanized area, it has maintained a ratio of fare revenues to operating costs at least equal to one-fifth (20 percent), unless it is in a county with a population of less than 500,000, in which case it must maintain a ratio of fare revenues to operating costs of at least equal to three-twentieths (15 percent), if so determined by the RTPA.</p>	<p>Public Utilities Code, Sections 99268.2, 99268.3, 99268.12, 99270.1</p>	<p>This requirement is not applicable, as Beaumont Transit only serves a nonurbanized area.</p> <p>Conclusion: Not Applicable.</p>
<p>If the operator serves a rural area, or provides exclusive</p>	<p>Public Utilities Code, Sections 99268.2,</p>	<p>Operating ratios for Beaumont Transit using audited data and</p>

Table II-1 Operator Compliance Requirements Matrix		
Operator Compliance Requirements	Reference	Compliance Efforts
services to elderly and disabled persons, it has maintained a ratio of fare revenues to operating costs at least equal to one-tenth (10 percent).	99268.4, 99268.5	<p>excluding new or expanded service were as follows:</p> <p>FY 2016: 10.7% FY 2017: 10.4% FY 2018: 9.1%</p> <p>Beaumont Transit is subject to a system-wide farebox standard of 10 percent. The FY 2018 farebox recovery ratio was not attained.</p> <p><i>Source: City of Beaumont Transit System Financial Statements (audited).</i></p> <p>Conclusion: Partial Compliance.</p>
The current cost of the operator’s retirement system is fully funded with respect to the officers and employees of its public transportation system, or the operator is implementing a plan approved by the RTPA which will fully fund the retirement system within 40 years.	Public Utilities Code, Section 99271	<p>To be eligible for TDA funds, the annual TDA claims form requires a sign-off from the transit claimant to comply with standard assurances, one of which is that the City of Beaumont’s retirement system is funded.</p> <p>City staff’s retirement is funded through the California Public Employees’ Retirement System.</p> <p>Conclusion: Complied.</p>
If the operator receives state transit assistance funds, the operator makes full use of funds available to it under the Urban Mass Transportation Act of 1964 before TDA claims are granted.	California Code of Regulations, Section 6754(a)(3)	<p>As a recipient of State Transit Assistance funds, the City of Beaumont does not utilize federal funds (other than those funds that are passed through RCTC).</p> <p>Conclusion: Not Applicable.</p>

Findings and Observations from Operator Compliance Requirements Matrix

1. Of the compliance requirements pertaining to Beaumont, the operator fully complied with five of the eight applicable requirements. The City was in partial compliance regarding the timely submittals of its annual Transit Operators Financial Transactions Reports to the State Controller and the annual fiscal and compliance audits as well as farebox recovery attainment in FY 2018. Three additional compliance requirements did not apply to Beaumont (i.e., intermediate farebox recovery ratio, exclusive urbanized farebox recovery ratio, and the utilization of federal funds).
2. Beaumont met its system-wide farebox recovery standard of 10 percent during two of the three years of the audit period, although service expansion during the audit period allows for two full fiscal years of exemption. The farebox recovery ratios were 10.7 percent in FY 2016, 10.4 percent in FY 2017, and 9.1 percent in FY 2018. The average farebox recovery ratio for the period was 10.06 percent.
3. The City of Beaumont participates in the CHP Transit Operator Compliance Program and received vehicle inspections within the 13 months prior to each TDA claim. Inspections conducted during the audit period were rated satisfactory.
4. The operating budget exhibited notable increases during the audit period. Beaumont exhibited a 20.2 percent increase in its transit budget for FY 2016 and a 14.9 percent increase in FY 2017. The increases are attributed to higher salary and benefit costs as well as continued service expansion and route restructuring. The budget increased by a modest 4.7 percent in FY 2018.

Section III

Prior Triennial Performance Recommendations

The City of Beaumont’s efforts to implement the recommendations made in the prior triennial audit are examined in this section of the report. For this purpose, each prior recommendation for the agency is described, followed by a discussion of the City of Beaumont’s efforts to implement the recommendation. Conclusions concerning the extent to which the recommendations have been adopted by the agency are then presented.

Prior Recommendation 1

Continue to ensure the timely completion and submittal of the annual State Controller Transit Operators Financial Transactions Reports.

Background: This recommendation was carried over from the prior performance audit. Pursuant to PUC 99243 (a), “the operators shall prepare and submit annual reports of their operation to the transportation planning agencies having jurisdictions over them and to the Controller within 90 days of the end of the fiscal year.” If the report is filed in electronic format as mandated by the State Controller, the report shall be furnished within 110 days after the close of the fiscal year.

Although the City had taken steps to ensure the completion and timely submittal of its annual Transit Operators Financial Transactions Reports, two out of the three reports submitted during the prior audit period were beyond the statutory deadline. The FY 2013 report was submitted in November 2013 and the FY 2015 report was not submitted until April 2016. It is noted that the State Controller granted a one-year extension for the City to submit its FY 2015 report. This was attributed to a major reorganization of the City’s administration and an investigation of the City’s financial practices by the State Controller in 2015. With more stringent administrative and financial controls in place, the City would be on track to submit these reports within the prescribed time frame.

It was recommended that internal procedures be developed that provide the timeline and staff assignments to complete the annual report. The desktop procedures should be made available to all Finance Department staff and made part of a finance orientation package in the event of turnover in the department.

Actions taken by the City of Beaumont

In response to this recommendation and as part of an overall reorganization of the City’s administration during the audit period, the City hired a new finance director in August 2016. With the addition of trained staff, procedures have been implemented to ensure the timely completion and submittal of the Transit Operators Financial Transactions Reports to the State

Controller. New state legislation was passed (AB 1113, Bloom) on July 21, 2017, that changes the timeline to submit the annual Transit Operators Financial Transaction Reports to the State Controller effective reporting year FY 2017. The submittal date has been extended from within 110 days after fiscal year end to 7 months after fiscal year end, or end of January. This is an extension of about 100 days from the original deadline. Even though the FY 2016 Transit Operators Financial Transactions Report was completed and submitted after the statutory deadline (December 2016), subsequent reports for FY 2017 and FY 2018 were completed and submitted by the new statutory deadline.

Conclusion

This recommendation has been implemented.

Prior Recommendation 2

Prepare and submit separate State Controller Transit Operators Financial Transactions Reports for general public transit and specialized service.

Background: This recommendation was carried over from the prior performance audit. Beaumont’s annual Transit Operators Financial Transactions Report to the State Controller has historically combined information for both general public (Pass Transit fixed route) and specialized service for seniors and persons with disabilities (ADA-certified and noncertified). Although the State Controller’s Office has not provided notice to the City, written instructions by the state to prepare this particular report require separate reporting of these modes. In the General Instruction Form completed by the City, a selection must be made as to which mode of transit is represented in the report. The options are general public use or elderly/disabled.

The Transit Operators Financial Transactions Report Instructions contain the following passages under the General Instruction Form:

Transit operators providing two types of service, (general public use and transit service exclusively for the elderly/handicapped) must complete a separate report for each type of service.

... a separate report must be filed for each type of service provided: General Public Use Service or Specialized Service exclusive for elderly and/or handicapped. For example, if an agency has received Article 4 and Article 8(c) monies to provide General Public Use Service, the agency should submit one report. If that agency has also received Article 4 monies to provide Specialized Service for the elderly and/or handicapped, then a report must be submitted for the Specialized Service operations.

The submission of separate reports to the State Controller would further demonstrate Beaumont’s proactive approach to compliance with state reporting instructions.

Actions taken by the City of Beaumont

A review of the Transit Operators Financial Transactions Reports completed and submitted by the City to the State Controller revealed that the City has continued its practice of including information for both general public (Pass Transit fixed route) and specialized service for seniors and persons with disabilities (ADA-certified and noncertified) in the same report. Since Beaumont Dial-a-Ride is considered a specialized service for ADA-certified and seniors, the City would still need to complete the report entitled “Transit Operators Financial Transactions – Specialized Service.”

Conclusion

This recommendation has not been implemented and is carried forward for full implementation.

Prior Recommendation 3

Work with Riverside Transit Agency (RTA) and Mt. San Jacinto College on fare revenue reimbursement from the College Go-Pass Revenue Agreement.

Background: Beaumont Transit serves the San Gorgonio Pass Campus of Mt. San Jacinto College. Students are assessed a \$6.00 transportation fee when they enroll at the college, which allows for unlimited transit rides on any RTA bus as part of the Go-Pass program. Students participating in the Go-Pass program may use the Beaumont Transit system at no additional charge with a “Pass Transit” sticker on the card. The prior audit noted that the City was not receiving any of the revenues generated from this program. Given the recent trend in the audited farebox recovery attainment, it was suggested that the City work with RTA and Mt. San Jacinto College on a reimbursement agreement whereby Beaumont Transit receives a share of the revenues generated from this program.

Actions taken by the City of Beaumont

In response to this recommendation, the City had taken steps to reach a fare revenue reimbursement agreement with Mt. San Jacinto College. In the meantime, Beaumont Transit has continued to honor RTA’s Go-Pass without an agreement in place. Under the Go-Pass program, Mt. San Jacinto College students get unlimited rides on RTA buses. The City was anticipating that the Mt. San Jacinto College student body would vote on the separate fare revenue agreement in early 2018 raising the annual fee in order for the GO-Pass to be applicable to the Pass Transit systems; however, the vote never materialized. It is recommended that the City continue to work with the college on having such an agreement in place as a farebox enhancement measure.

Conclusion

This recommendation has been partially implemented and is carried forward for full implementation.

Prior Recommendation 4

Track ridership trends for those using mobility devices.

Background: The prior audit discussed how industry trends showed that passengers using mobility devices such as wheelchairs, mobility aids, and other devices were on the rise. With growth in wheelchair-bound riders and those using mobility devices on transit, active tracking of ridership trends for these types of passengers would help with dispatching and proper deployment of vehicles. On driver trip sheets for fixed route and Dial-A-Ride, it was suggested that transit staff add a column to include number of passengers using mobility devices. Daily trip sheets might also be able to identify wheelchair riders by vehicle by day so that trends can be developed on the impact of mobility devices on transit productivity. This information could be part of the statistics being developed by the City's transit management.

Actions taken by the City of Beaumont

In response to this recommendation, all Beaumont Transit trip sheets now include a column for drivers to capture passengers utilizing mobility devices. City transit staff continues to track overall ridership trends as part of the normal passenger data tracking process.

Conclusion

This recommendation has been implemented.

Section IV

TDA Performance Indicators

This section reviews Beaumont Transit’s performance in providing transit service to the community in an efficient and effective manner. The TDA requires that at least five specific performance indicators be reported, which are contained in the following tables. Farebox recovery ratio is not one of the five specific indicators but is a requirement for continued TDA funding. Therefore, farebox calculation is also included. Two additional performance indicators, operating cost per mile and average fare per passenger, are included as well. Findings from the analysis are contained in the section following the tables.

Tables IV-1 through IV-3 provide the performance indicators for Beaumont Transit system-wide, fixed route, and Dial-A-Ride. Charts are also provided to depict the trends in the indicators. It is noted that the system-wide operating costs and fare revenues are based on audited data. Total operating costs and fare revenues are shown in the tables and include the exempted services to illustrate overall expenses and revenue for the transit system. The exempted services are then excluded from expenses and revenue to generate the farebox recovery ratios as allowed by TDA and shown in the audit figures.

**Table IV-1
Beaumont Transit TDA Performance Indicators
System-wide**

Performance Data and Indicators	Audit Period				% Change FY 2015-2018
	FY 2015	FY 2016	FY 2017	FY 2018	
Operating Cost*	\$1,863,516	\$2,109,575	\$1,599,462	\$2,221,266	19.2%
Total Passengers	222,752	213,736	196,362	197,775	-11.2%
Vehicle Service Hours	21,930	23,460	25,602	24,791	13.0%
Vehicle Service Miles	385,704	391,638	429,336	413,009	7.1%
Employee FTEs	19	24	24	24	26.3%
Passenger Fares**	\$236,771	\$226,051	\$166,782	\$201,811	-14.8%
Operating Cost per Passenger	\$8.37	\$9.87	\$8.15	\$11.23	34.3%
Operating Cost per Vehicle Service Hour	\$84.98	\$89.92	\$62.47	\$89.60	5.4%
Operating Cost per Vehicle Service Mile	\$4.83	\$5.39	\$3.73	\$5.38	11.3%
Passengers per Vehicle Service Hour	10.2	9.1	7.7	8.0	-21.5%
Passengers per Vehicle Service Mile	0.58	0.55	0.46	0.48	-17.1%
Vehicle Service Hours per Employee	1,154.2	977.5	1,066.8	1,033.0	-10.5%
Average Fare per Passenger	\$1.06	\$1.06	\$0.85	\$1.02	-4.0%
Farebox Recovery Ratio	12.71%	10.72%	10.43%	9.09%	-28.5%
Consumer Price Index - (CPI-All)		1.9%	2.8%	3.5%	8.4%

Source: City of Beaumont Transit System Financial Statements (Audited); RCTC TransTrack Manager; Transit Operator Financial Transactions Reports

*Audited operating costs exclude depreciation and extension of services permissible by TDA.

**Audited system-wide passenger fare data exclude revenues related to new routes or extension of services

**Table IV-2
Beaumont Transit TDA Performance Indicators
Fixed Route**

Performance Data and Indicators	Audit Period				% Change FY 2015-2018
	FY 2015	FY 2016	FY 2017	FY 2018	
Operating Cost	\$1,500,529	\$1,805,146	\$2,182,939	\$2,270,933	51.3%
Total Passengers	204,112	202,826	185,493	187,489	-8.1%
Vehicle Service Hours	18,665	19,912	22,164	21,605	15.8%
Vehicle Service Miles	336,591	346,064	385,354	380,714	13.1%
Employee FTEs	17	22	22	22	29.4%
Passenger Fares	\$206,678	\$202,047	\$216,632	\$236,651	14.5%
Operating Cost per Passenger	\$7.35	\$8.90	\$11.77	\$12.11	64.8%
Operating Cost per Vehicle Service Hour	\$80.39	\$90.66	\$98.49	\$105.11	30.7%
Operating Cost per Vehicle Service Mile	\$4.46	\$5.22	\$5.66	\$5.96	33.8%
Passengers per Vehicle Service Hour	10.9	10.2	8.4	8.7	-20.6%
Passengers per Vehicle Service Mile	0.61	0.59	0.48	0.49	-19.7%
Vehicle Service Hours per Employee	1,097.9	905.1	1,007.5	982.0	-10.6%
Average Fare per Passenger	\$1.01	\$1.00	\$1.17	\$1.26	24.7%
Farebox Recovery Ratio	13.77%	11.19%	9.92%	10.42%	-24.3%
Consumer Price Index - (CPI-All)		1.9%	2.8%	3.5%	8.4%

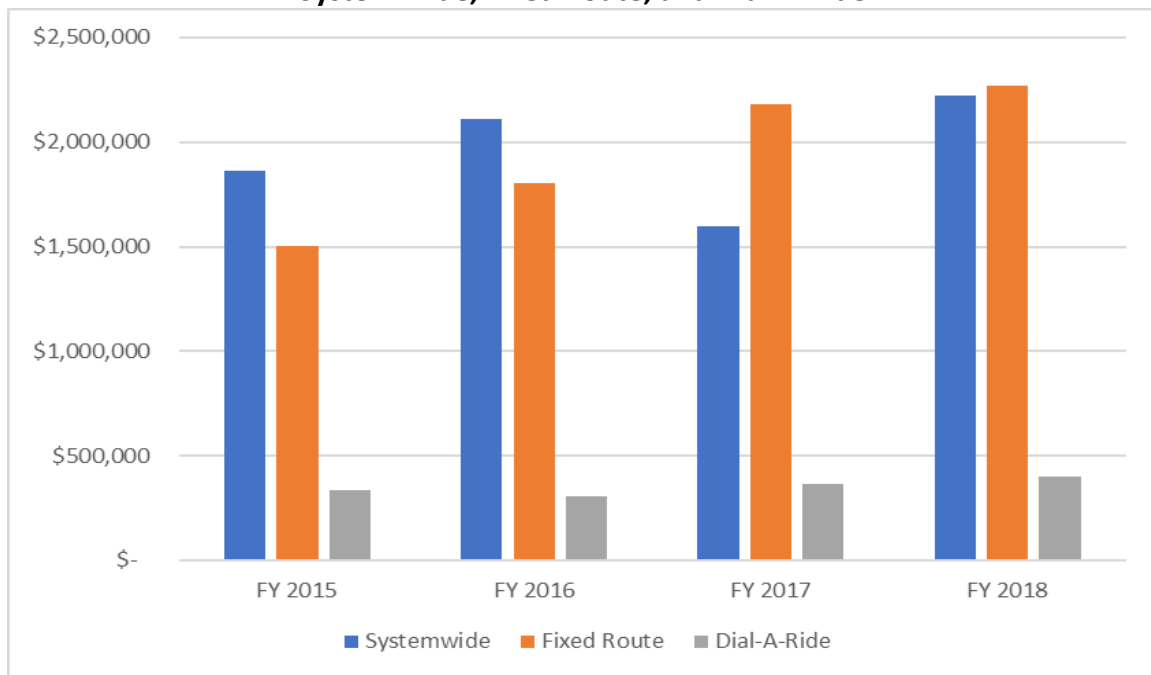
Source: City of Beaumont Transit System Financial Statements (Audited); RCTC TransTrack Manager; Transit Operator Financial Transactions Reports

**Table IV-3
Beaumont Transit TDA Performance Indicators
Dial-A-Ride**

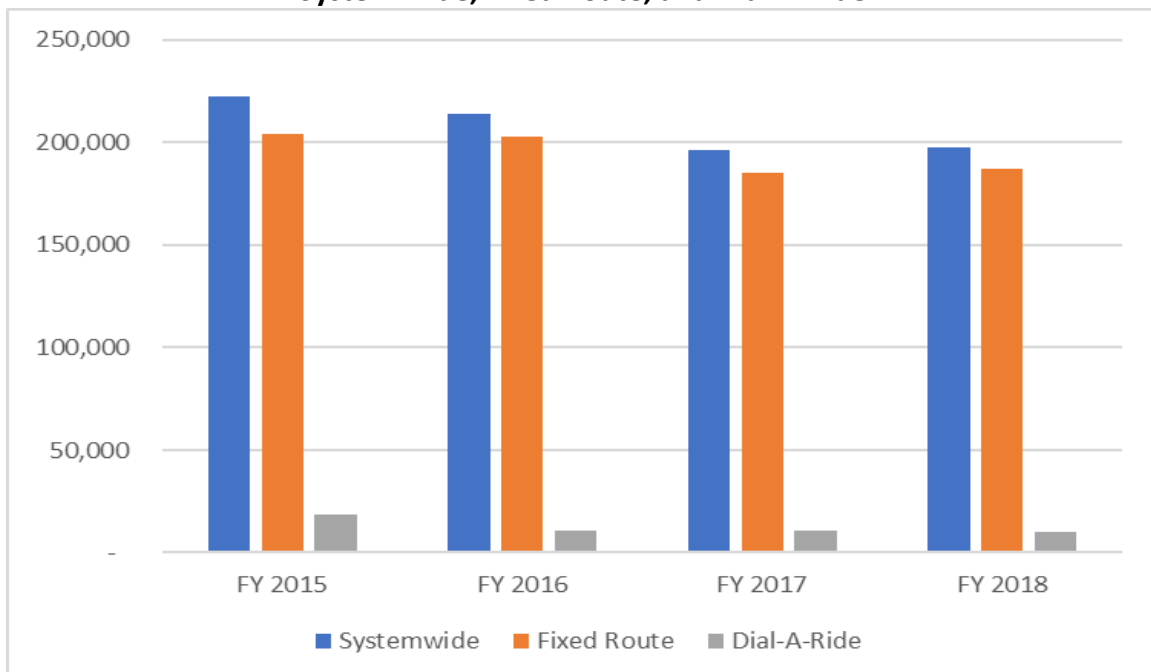
Performance Data and Indicators	Audit Period				% Change FY 2015-2018
	FY 2015	FY 2016	FY 2017	FY 2018	
Operating Cost	\$335,986	\$304,429	\$367,000	\$400,000	19.1%
Total Passengers	18,640	10,910	10,869	10,286	-44.8%
Vehicle Service Hours	3,265	3,548	3,438	3,186	-2.4%
Vehicle Service Miles	49,113	45,574	43,982	32,295	-34.2%
Employee FTEs	2	2	2	2	0.0%
Passenger Fares	\$30,093	\$24,004	\$25,000	\$30,443	1.2%
Operating Cost per Passenger	\$18.03	\$27.90	\$33.77	\$38.89	115.7%
Operating Cost per Vehicle Service Hour	\$102.91	\$85.80	\$106.75	\$125.55	22.0%
Operating Cost per Vehicle Service Mile	\$6.84	\$6.68	\$8.34	\$12.39	81.1%
Passengers per Vehicle Service Hour	5.7	3.1	3.2	3.2	-43.4%
Passengers per Vehicle Service Mile	0.38	0.24	0.25	0.32	-16.1%
Vehicle Service Hours per Employee	1,632.5	1,774.0	1,719.0	1,593.0	-2.4%
Average Fare per Passenger	\$1.61	\$2.20	\$2.30	\$2.96	83.3%
Farebox Recovery Ratio	8.96%	7.88%	6.81%	7.61%	-15.0%
Consumer Price Index - (CPI-All)		1.9%	2.8%	3.5%	8.4%

Source: City of Beaumont Transit System Financial Statements (Audited); RCTC TransTrack Manager; Transit Operator Financial Transactions Reports

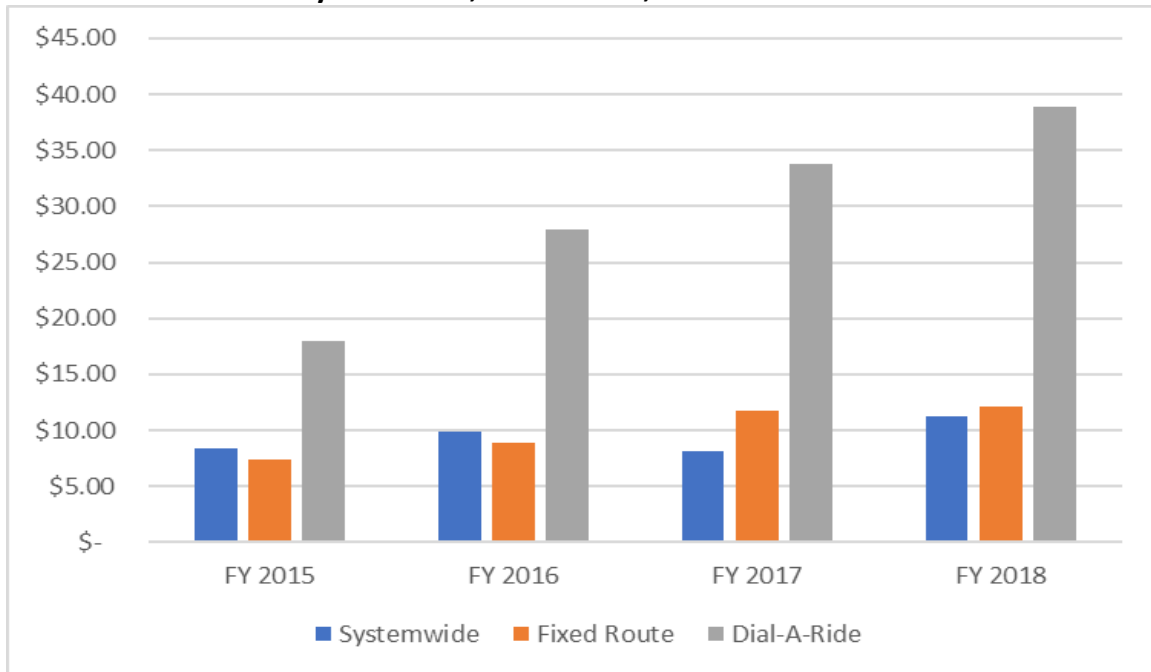
Graph IV-1
Operating Costs (without exemptions)
System-wide, Fixed Route, and Dial-A-Ride



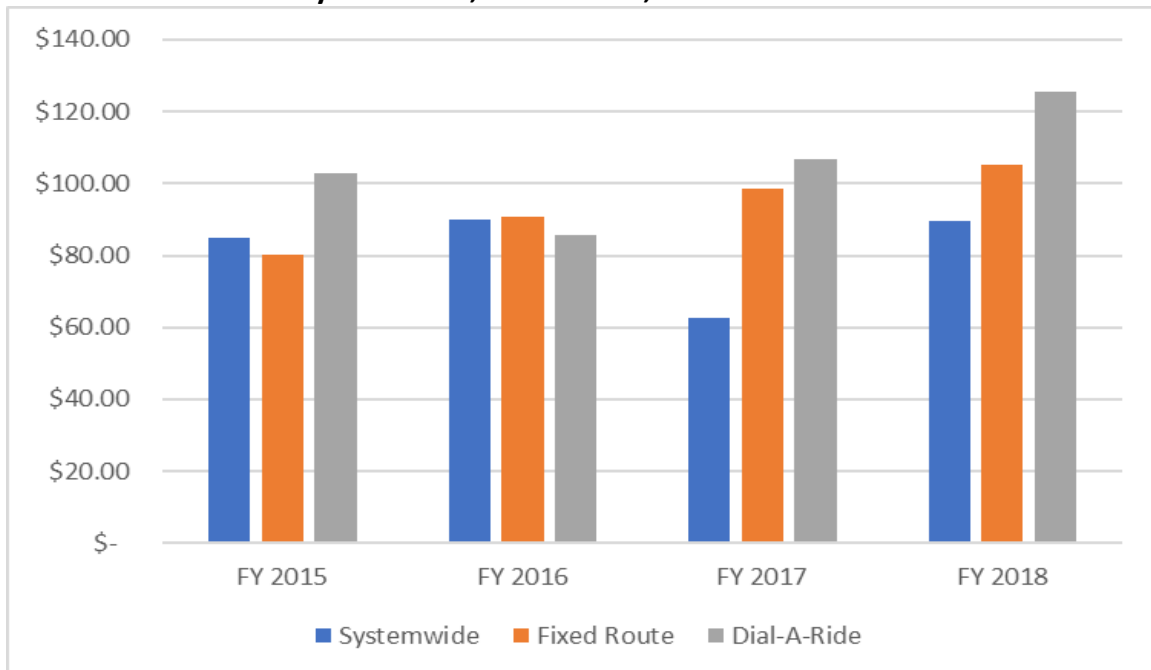
Graph IV-2
Ridership
System-wide, Fixed Route, and Dial-A-Ride



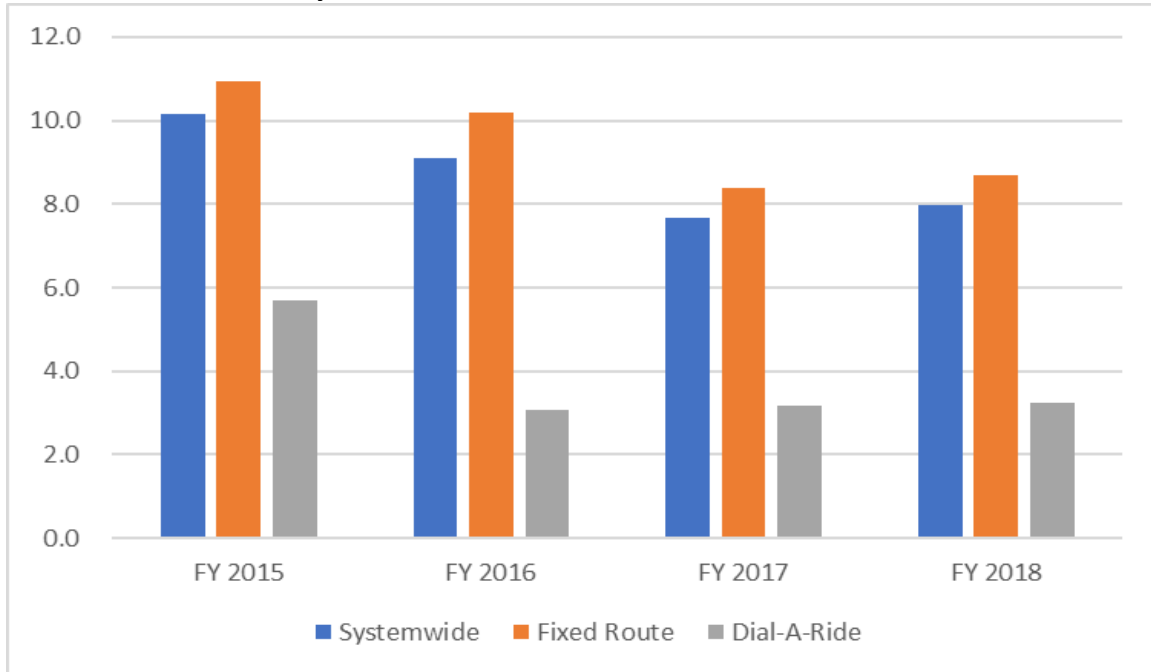
Graph IV-3
Operating Cost per Passenger
System-wide, Fixed Route, and Dial-A-Ride



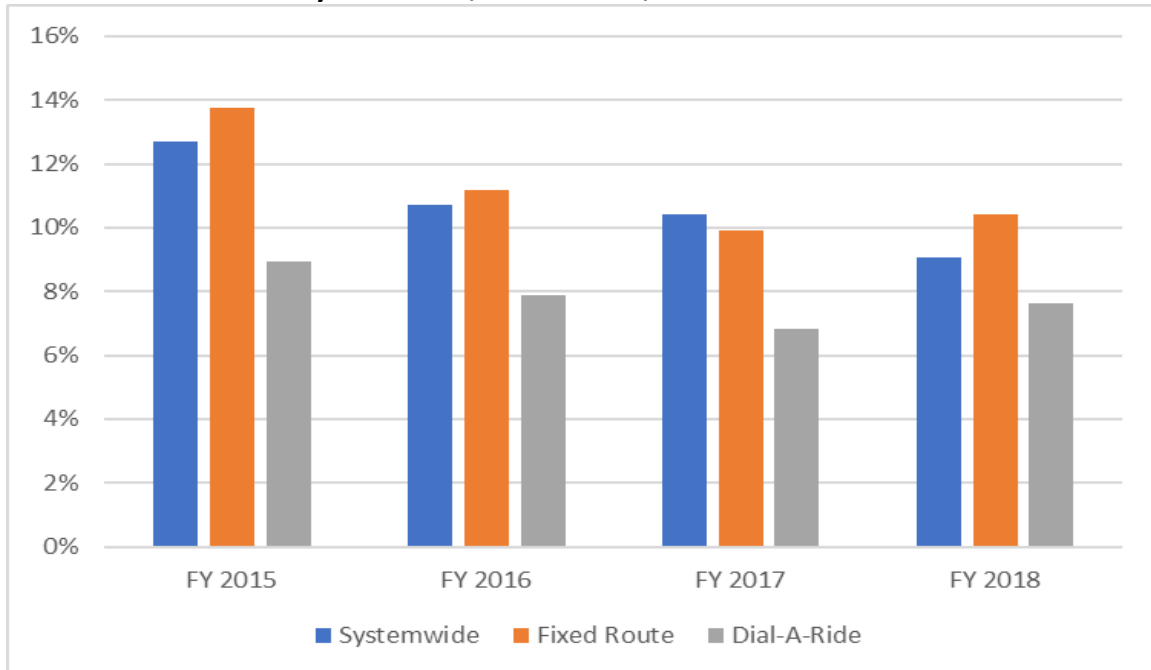
Graph IV-4
Operating Cost per Vehicle Service Hour
System-wide, Fixed Route, and Dial-A-Ride



Graph IV-5
Passengers per Vehicle Service Hour
System-wide, Fixed Route, and Dial-A-Ride



Graph IV-6
Fare Recovery Ratio (with fixed route exemptions)
System-wide, Fixed Route, and Dial-A-Ride



Findings from Verification of TDA Performance Indicators

1. **Operating cost per vehicle service hour**, an indicator of cost efficiency, increased 5.4 percent system-wide from \$84.98 in the FY 2015 base year to \$89.60 in FY 2018. System-wide operating costs (based on audited data) increased 19.2 percent during the period, while vehicle service hours increased by a lower rate of 13 percent. The average annual increase in operating costs was 9.3 percent.
2. **Operating cost per passenger**, an indicator of cost effectiveness, increased 34.3 percent system-wide from \$8.37 in FY 2015 to \$11.23 in FY 2018. Ridership system-wide decreased 11.2 percent during the review period from 222,752 passengers in FY 2015 to 197,775 passengers in FY 2018, while operating costs increased by 19.2 percent over the same period.
3. **Passengers per vehicle service hour**, which measures the effectiveness of the service delivered, decreased 21.5 percent between FY 2015 and FY 2018 system-wide from 10.2 to 8 passengers per hour. Fixed-route operations were consistent with this trend, with a decrease of 20.6 percent over the same period from 10.9 to 8.7 passengers per hour. In contrast, Dial-A-Ride operations exhibited a higher decrease of 43.4 percent from 5.7 to 3.2 passengers per hour. The trend in this indicator demonstrates growth in vehicle service hours as compared to the decline in passenger trips.
4. **Passengers per vehicle service mile**, another indicator of service effectiveness, decreased 17.1 percent between FY 2015 and FY 2018 system-wide from 0.58 to 0.48 passengers per mile. For fixed-route operations, the number of passengers per service mile decreased by 19.7 percent from 0.61 to 0.49. Passengers per service mile on Dial-A-Ride decreased by a comparable 16.1 percent during the same period, from 0.38 in FY 2015 to 0.32 in FY 2018. From the FY 2015 base year to FY 2018, actual vehicle service miles increased 7.1 percent system-wide.
5. **Vehicle service hours per employee** decreased 10.5 percent system-wide between FY 2015 and FY 2018. This increase was associated with a net increase in vehicle service hours from fixed-route services, and an increase of fixed-route full-time equivalents (FTE) in FY 2016. This measure is based on the number of employee FTEs using employee pay hours from the State Controller Report and dividing by 2,000 hours per employee.
6. **Farebox recovery** exhibited an overall decrease of 28.5 percent system-wide between FY 2015 and 2018 from 12.71 percent to 9.09 percent, excluding new routes and service extensions. System-wide, passenger fare revenues decreased 14.8 percent based on audited data while operating costs increased 19.2 percent. At a modal level, fixed-route farebox recovery decreased 24.3 percent whereas Dial-A-Ride farebox recovery decreased 15 percent. City of Beaumont revenue contributions to the operations of the transit system

were eliminated starting in FY 2014, according to the annual fiscal audit, further reducing the transit system's ability to maintain farebox recovery.

Conclusion from the Verification of TDA Performance Indicators

Despite the introduction of new and expanded services along with the associated increases in vehicle service hours and miles, ridership has decreased across both service modes. After an increase in demand over the prior audit period, passenger trips exhibited an annual decline of 3.8 percent from the FY 2015 base year to FY 2018. The decline on fixed route averaged 2.7 percent annually. On the other hand, average annual decreases in Dial-A-Ride ridership averaged 15.7 percent. Fixed-route operating costs grew 51.3 percent during the reporting period while Dial-a-Ride operating costs grew 19.1 percent. The modal increases in cost do not include exclusions for new routes or expanded services. Vehicle service hours increased overall by 13 percent and vehicle service miles increased 7.1 percent. Farebox recovery should be monitored closely as the audited ratios with exclusions have hovered or dipped below the minimum standard of 10 percent system-wide. The City is moving forward with a COA to create a "blueprint" for the future development of the community's public transit service.

Section V

Review of Operator Functions

This section provides an in-depth review of various functions in the Beaumont Transit System. The review highlights accomplishments, issues, and/or challenges that were determined during the audit period. The following functions were reviewed at the City of Beaumont:

- Operations
- Maintenance
- Planning
- Marketing
- General Administration and Management

Within some departments are subfunctions that require review as well, such as Grants Administration that falls under General Administration.

Operations

Beaumont Transit has continued to expand and harmonize its transit system to meet the growing area population and service demand from commuters and students. The system operates six local fixed routes, two commuter routes, and a demand-response paratransit service. Routes operate on hourly headway, but as more residents and economic development move into the area, the City sees the potential for implementation for 30-minute headways in the future.

Route 2 is the system's primary trunk route running between Beaumont, Banning, and Cabazon. The route operates on hourly headways and serves many traffic generators in the Pass area including grocery stores, the DMV, and the Banning Justice Center. Two buses operate on this route during the week and one bus on the weekend.

Route 3 has grown to be one of the busiest routes in the system due to the new subdivisions and requests for service in Cherry Valley. Tripper service was added to Route 3 to service Beaumont High School and Cherry Valley. Route 4 was realigned to run in an east-west orientation, while Route 9 was implemented in response to the high student ridership in southern Beaumont. Routes 7 and 9 operate the morning and afternoon peak hours when school is in session. Route 3/4 combines Routes 3 and 4 and operates hourly headway service on Saturday and limited service on holidays. More than 50 percent of the local fixed-route ridership is composed of students. Beaumont Transit also interlines with RTA, Banning Transit, and SunLine routes at Walmart, which serves as the main transit hub for the system.

At the request of the City of Calimesa and RTA, Beaumont implemented Route 136 to Calimesa in FY 2017. The route was designed with one-hour headways and an alternative route during peak morning afternoon hours to serve local students. The route only comprised 1 percent of system-wide trips and was eventually discontinued.

A second commuter route, Commuter Link 125, was implemented in September 2018 to provide service to the Loma Linda Veterans Administration Hospital and Kaiser in Redlands. Commuter Link Route 120, which was implemented in 2013, was realigned to provide more direct service to the San Bernardino Transit Center. This has allowed for better coordination and interline connections with Omnitrans pursuant to an interagency agreement.

Compressed natural gas (CNG) vehicles are equipped with speed governors to ensure that the maximum speed does not exceed 66 miles per hour. Destination signage on the vehicles was updated.

Passenger amenities include the installation of 22 bus shelters in Beaumont. Half of the shelters installed are along Route 2. The other half were installed along high-capacity corridors adjacent to high-density residential areas and schools. The City has applied for Low Carbon Transit Operations Program (LCTOP) funding to make improvements at three busy bus stop locations. Vehicles operated on the commuter routes are equipped with USB ports and luggage racks.

Transit operations are administered by the Community Services Department from Building D at the Beaumont Civic Center Complex from the Fleet Maintenance facility at 550 North California Avenue. A surveillance camera system was installed with 24-hour monitoring of the bus yard by the Police Department.

The City's Transit Division is looking to consolidate its administration, operations, and fleet maintenance functions to a parcel that the City has acquired in an industrial area of town at the intersection of West 4th Street and Veile Avenue. The facility would also feature a CNG fueling station open to the general public with plans to include an electric vehicle charging station in order to meet the state's zero-emission vehicle mandates.

The Pass Transit Memorandum of Understanding (MOU) between the Cities of Banning and Beaumont has allowed for each respective agency to cross jurisdictional boundary lines, allowing simplified travel for passengers throughout the Pass area. In recent years, Banning has expressed concerns about the adverse impacts that Beaumont's Route 2 has had on its system's ridership along the Ramsey Street corridor. Coordination of fares was also an issue. The MOU between the two cities was terminated in June 2019, which involved phasing out the Pass Transit brand and the removal of Beaumont Transit Route 2 from operating within the City of Banning. Route 2 restructuring will create opportunities to shift assets to Commuter Link Routes 120 and 125. Operating costs savings from Route 2 will be used toward an additional bus on Commuter Link Route 120.

A new interagency services agreement was adopted between the Cities of Beaumont and Banning in July 2019. The new agreement allows for interline transfers between the two systems at the Walmart in Beaumont and the San Gorgonio Memorial Hospital in Banning. Beaumont will limit Banning to no more than three buses per hour at Walmart and Banning will limit Beaumont to no more than three buses per hour at the San Gorgonio Memorial Hospital bus stop.

Beaumont Transit has seen an increased number of disabled and wheelchair-bound passengers. Newer vehicles that have been ordered will be able to accommodate three wheelchairs. In response to a prior audit recommendation, the City reformatted its trip sheets to account for the number of wheelchair-bound and disabled passengers, given the higher demand.

All buses are equipped with five surveillance cameras and Motorola radio systems. The radio system underwent an upgrade as part of an overall upgrade to the City's communication system spearheaded by the City Police Department. The upgrade to a five-channel trunked 800-megahertz system has allowed the Beaumont Police and other City departments to be on the same frequency with other county, state, and federal public safety agencies in the event of a major emergency. In addition, the new radio system has allowed for better reception in more remote areas of the service area.

Dial-A-Ride serves Beaumont and the unincorporated community of Cherry Valley with service provided on Sunday for ADA-certified passengers. Three peak vehicles are used for Dial-A-Ride. ADA-certified passengers have priority over other eligible riders on Dial-A-Ride, including seniors. The City uses a self-certification process with professional verification and accepts ADA certification by the RTA. This allows Beaumont to work under the umbrella of RTA's ADA policy as a provider of ADA paratransit. There have been no ADA denials reported. Also, according to the City's website, the City charges a cancellation fee if inadequate notice to cancel is given by the passenger.

Beaumont utilizes DoubleMap commuter-aided dispatching with an automatic vehicle locator feature for its fixed and Commuter Link routes. DoubleMap provides real-time bus data which are utilized to track on-time performance. On-time performance has averaged 92 percent for fixed-route and commuter services.

ScheduleVIEW software is utilized in the scheduling of Dial-A-Ride trips, generating manifests and tracking no-shows. Driver trip sheets for both service modes include sections for recording the passenger count and fare categories, fuel mileage, revenue hours and miles, and yard hours and miles. The yard hours and miles include deadhead hours and mileage. Drivers also use Samsung-branded tablets to assist with routing and communications with dispatch.

Vehicles are equipped with Diamond vaulted fareboxes. At the end of each shift, drivers pull out the vaults but do not handle the revenues. The vaults are placed in a locked cabinet in the office of the transit operations manager overnight. Fare revenues are counted the following day by two Transit Division employees and reconciled with the trip sheets. The transit operations manager prepares the deposit slips and the revenues are picked up by Dunbar Armored service

and transported to the bank for deposit. The Finance Department receives a copy of the deposit record and matches it up with the deposit slip for comparison.

Beaumont Transit implemented the Token Transit mobile ticketing platform for online pass and ticket purchases at the beginning of FY 2019. Token Transit receives a 10 percent commission on fares in excess of \$2.00 per trip. For all other transactions under \$2.00, the fee is \$0.06 plus 7 percent of the purchase. In addition, Beaumont phased out punch card passes, which were used by students.

The overall fare structure remained unchanged during the audit period. The last fare increase was implemented in 2011. In July 2018, the student fares were raised from \$1.00 to \$1.15 per trip and tickets were raised from \$10.85 to \$11.50. Monthly passes for all riders were raised to \$36.00. Subsequent fare increases are under consideration.

Personnel

Beaumont Transit personnel are City employees. Drivers and nonexempt employees are represented by Service Employees International Union (SEIU), Local 721. The current MOU between the City and union is for a two-year term, which included a health and retirement benefit increase and a higher wage scale in anticipation of the increase in the minimum wage.

Based on the recent organization chart, the Transit Division is composed of a transit director, management analyst, customer service coordinator, operations supervisor, vehicle maintenance supervisor, 17 full-time equivalent drivers, and 5 full-time equivalent mechanics. The City hired two drivers in November 2015 to serve growing demand. The management analyst/planner position was hired in November 2016. The customer service coordinator also fills the role of dispatcher. Staff turnover and attrition has been minimal.

Prospective drivers are recruited through job postings at City Hall and on the City's website as well as through newspaper classified advertising. Candidates are required to submit an H-6 printout from the Department of Motor Vehicles as well as undergo an interview, background checks, Department of Transportation medical clearance, and fingerprinting. Drivers are required to have a Class B license with a passenger endorsement. School bus operator experience is considered a plus. Training consists of 40 hours behind-the-wheel instruction. There are two driver trainers on staff. Drivers also undergo sensitivity training that includes wheelchair securement, as well as sessions from the CHP and quarterly police training.

Maintenance

Vehicle maintenance for Beaumont Transit is conducted by the City. Preventive maintenance inspections (PMIs) are performed on a 3,000-mile or 45-day inspection schedule in accordance with the state's General Public Paratransit Vehicle regulations. Additional preventive maintenance is conducted on a 5,000-mile or 90-day interval while newer vehicles are inspected

at 6,000 miles. Diesel vehicles are certified annually in October. Fire suppression systems are inspected every six months and CNG tanks are inspected every 36,000 miles.

Bus vehicle maintenance occurs at the City Fleet Maintenance facility located at 550 North California Avenue. The garage has three service bays; however, the service bays cannot accommodate the vehicles due to their size. Therefore, a portable lift is used to service the vehicles outside. Maintenance employees are composed of a vehicle maintenance supervisor and five mechanics. The City has been seeking Automotive Service Excellence certification for its mechanics. A-Z Bus Sales offers wheelchair lift maintenance training.

During the audit period, the City procured the Dossier fleet maintenance software program, which operates on a web-based platform. In addition, the City acquired Zonar for pre- and post-trip inspections. The City previously used Fleetmate fleet management software to track PMIs and work orders. Under the old program, mechanics would manually complete the repair and work orders before entering the data into the system. An Excel spreadsheet was used to track service mileage for each vehicle. Vehicle parts are procured from a local vendor, O'Reilly Auto Parts, located at 695 East 6th Street in Beaumont.

Flyers Energy is the primary fuel vendor. The CNG vehicles are fueled at stations at the Beaumont Unified School District's transportation yard, located at 1001 Cougar Way. During the audit period, Beaumont Transit vehicles were not able to fuel at the school district's facility for up to a year. The City had to arrange for fueling at facilities in Hemet, Redlands, and Moreno Valley. Under construction is a dedicated \$1.5 million CNG fueling facility located on a parcel at the intersection of West 4th Street and Veile Avenue.

The CHP is responsible for certifying Beaumont's maintenance facilities and inspecting vehicles on an annual basis. Inspections conducted during the audit period were rated satisfactory. Road call data were not provided by the operator. The recent implementation of the Dossier fleet maintenance software and Zonar should allow for road call data to be downloaded or migrated into TransTrack. It is recommended that the Transit Division start reporting road call data in TransTrack.

Planning

The City of Beaumont prepares a Short-Range Transit Plan (SRTP) on an annual basis. The SRTP covers a three-year planning horizon and includes a system overview; services and performance analysis for each route and service provided; service changes; and financial and capital plans. Under the Existing Service and Route Performance chapter, a series of recommendations for service improvements is presented for each route or program.

Performance data from TransTrack Manager is also included to provide an annual comparison. In adhering to the SRTP analysis element, Beaumont must meet at least four out of seven discretionary performance indicators. These indicators are in relation to RCTC's Productivity Improvement Program. There is one mandatory indicator which is the farebox recovery ratio set

at 10 percent. Using the SRTP covering FY 2017-18 through FY 2019-20, Table V-1 summarizes the FY 2017-18 performance targets. Beaumont met three out of the seven performance indicator targets.

**Table V-1
Beaumont Transit Performance Targets**

Performance Indicators	FY 2017-18 Target	Actual Performance	Met Target
Farebox Recovery	>=10.00%	10.00%*	Yes
Operating Cost Per Revenue Hour	<=\$82.60	\$105.87	No
Subsidy Per Passenger	>=\$7.37 & <=\$9.97	\$10.24	No
Subsidy Per Passenger Mile	>=\$1.55 & <=\$2.09	\$1.44	Yes - Better
Subsidy Per Hour	>=\$57.85 & <=\$78.27	\$95.28	No
Subsidy Per Mile	>=\$3.43 & <=\$4.63	\$5.64	No
Passengers Per Revenue Hour	>=6.63 & <=8.97	9.30	Yes - Better
Passengers Per Revenue Mile	>=0.39 & <=0.53	0.55	Yes - Better

Source: City of Beaumont, TransTrack Manager

*Farebox recovery ratio is derived from unaudited cost and revenue data.

In addition to the annual SRTP process, Beaumont is intending to conduct a Comprehensive Operational Analysis (COA). The last COA was conducted in May 2014 and resulted in route changes for the entire system including the addition of a second bus on Route 2 and expansion of the route to Cabazon via Banning. The purpose of this latest COA will be to analyze demographic changes and needs as well as improving connectivity to the commuter routes. The City is moving forward with a COA to create a “blueprint” for the future development of the community’s public transit service.

Marketing

Beaumont uses several media approaches in marketing its transit services. The transit system operates in coordination with Banning Transit under a cooperative branding and marketing agreement. This agreement has allowed for a common service brand, coordinating schedules and connections to regional commuter services.

In a recent development, in June 2019, the two cities terminated the MOU that created the Pass Transit branding. Under the current interagency service agreement, each agency has agreed to cooperate in providing the public with specific transit information by advertising the operations of both agencies and promoting the general usage of public transit. In the spirit of this agreement, it is suggested that Beaumont include a link on its transit page to Banning Transit.

Printed schedules and other marketing materials are produced in-house. Nevertheless, the City has relied primarily on electronic media to promote transit. The City of Beaumont website (<https://www.beaumontca.gov/90/Transit>) contains a page devoted to the transit program, which was updated during the audit period. The transit page provides general information,

fares, and modal links to the fixed-route, commuter, and Dial-A-Ride services as well as links to other regional transit services and trip planning tools. The trip planner interactive tool is powered by Google Transit. With the phase out of the Pass Transit brand, the City has requested capital funding for a rebrand and logo update.

The City offers a text messaging service, which allows for mobile phone users to text "BMTtransit" to 90210 to receive text updates regarding Beaumont Transit. There are quick response (QR) codes on route maps and at bus stops for smartphone users to download transit information. Bus shelters have been equipped with kiosks containing schedule information. In the area of social media, the City posts content on Facebook, Instagram, and Twitter.

In addition, transit buses are equipped with GPS locators that can be accessed through a mobile app called DoubleMap which includes website access (<http://beaumont.doublemap.com/map/>) so that users can access real-time information and GPS coordinates of all routes currently in service.

Beaumont Transit staff engages the community through events and presentations. A free shuttle service is offered during the annual Cherry Festival held in Beaumont. During school orientations, staff meets with students and their parents to educate them on their transit options in the service area. In conjunction with the Commuter Link Routes 120 and 125, staff participates in regional veteran committees to promote veteran transportation services from the Pass Area to Loma Linda VA Hospital. Travel training presentations have been conducted at local homeowners' associations.

Beaumont Transit participates in the Go-Pass program in conjunction with Mt. San Jacinto College. Student pass holders ride the system for free by presenting their student identification card with the Go-Pass sticker. The agreement for the Go-Pass program is between RTA and the college; however, there are no provisions in the agreement for Beaumont to receive any of the revenues despite participating in the program and offering free rides to the students.

General Administration and Management

The City of Beaumont was incorporated November 18, 1912, as a general law city and currently operates under a council/manager form of government. The five-member City Council serves as the City's principal legislative body and each councilmember is elected for a four-year term. The mayor and the mayor pro tem are elected from the City Council and serve one-year terms but no more than two consecutive terms. The City Council meets the first and third Tuesdays of each month at 6:00 p.m. at the Beaumont Civic Center. The council is reported to be supportive of the transit service.

The chief administrative officer for the City is the City manager, who is appointed by the City Council. The City manager oversees and coordinates City departments and services including transit operations. Transit is a division of the Community Services Department and overseen by

a transit operations director who is assisted by two administrative employees: a transit operations manager and a management analyst.

Another change impacting transit administration concerns the termination of the Pass Transit MOU and the adoption of an interagency service agreement between the Cities of Banning and Beaumont. In June 2019, administrative staff from the two cities met to discuss the terms and conditions of the agreement. The interagency service agreement became effective on July 1, 2019 and allows for continued cooperation between the two transit systems under their respective branding. Neither system would board passengers at any other bus stop within the other party's jurisdiction.

The primary source of transit funding support is derived from the Local Transportation Fund (LTF) for operations. The City submits the annual TDA claim for funds to RCTC. TDA claims are based on the City's annual budget projections and the financial element of the SRTP. Based on the audited financial statements, the City's LTF allocation was \$2,063,600 in FY 2016; \$2,203,702 in FY 2017; and \$2,426,067 in FY 2018. State Transportation Assistance (STA) funds received by the City were \$227,694 in FY 2017 and \$96,671 in FY 2018. STA is used toward operations.

The City's annual TDA claim and transit budget are based on the prior year's budget and the finance director's analysis of the SRTP projections. Costs for service expansion are estimated and include projected employee compensation and benefit increases. The finance director is tasked with completion and submittal of the City's TDA claim and external reports such as the Transit Operators Financial Transactions Report to the State Controller. The City's recent administrative reorganization has resulted in more financial controls and protocols.

Grants Management

Grant funding allocated toward the transit system has been derived from state sources composed of Proposition 1B, SB 1 State of Good Repair (SGR) and Low Carbon Transit Operation Program (LCTOP) funds. Under the Proposition 1B Public Transportation Modernization, Improvement & Service Enhancement Account (PTMISEA) program, Beaumont received funding for vehicle purchases, bus shelter, and CNG facility upgrades. At the end of June 30, 2018, the City had an unexpended balance of \$24,358 in PTMISEA funds.

The City applied for SB 1 SGR program funds toward the construction of the new consolidated administrative, fleet maintenance, and operations facility. In addition, the City received LCTOP funding toward the rehabilitation of three bus stops and shelter adjacent to the Walmart transfer station as well as toward free fare days.

The finance director tracks the financial element of the SRTP and provides quarterly reporting to RCTC through the capital tracking report. A management analyst in Administrative Services updates the grant spreadsheet and the resources director is responsible for capital project management and procurement with approval of the finance director. The management analyst initiates grant application process and prepares the reporting. Beaumont does not utilize federal

transit funding for operating expenses, thus avoiding federal transit grant and Title VI reporting requirements.

Section VI

Findings

The following summarizes the findings obtained from this triennial audit covering fiscal years 2016 through 2018. A set of recommendations is then provided.

Triennial Audit Findings

1. Of the compliance requirements pertaining to Beaumont, the operator fully complied with five of the eight applicable requirements. The City was in partial compliance regarding the timely submittals of its annual Transit Operators Financial Transactions Reports to the State Controller and the annual fiscal and compliance audits as well as farebox recovery attainment in FY 2018. Three additional compliance requirements did not apply to Beaumont (i.e., intermediate farebox recovery ratio, exclusive urbanized farebox recovery ratio, and the utilization of federal funds).
2. Beaumont met its system-wide farebox recovery standard of 10 percent during two of the three years of the audit period, although service expansion during the audit period allows for two full fiscal years of exemption. The farebox recovery ratios were 10.7 percent in FY 2016, 10.4 percent in FY 2017, and 9.1 percent in FY 2018. The average farebox recovery ratio for the period was 10.06 percent.
3. The City of Beaumont participates in the CHP Transit Operator Compliance Program and received vehicle inspections within the 13 months prior to each TDA claim. Inspections conducted during the audit period were rated satisfactory.
4. The operating budget exhibited notable increases during the audit period. Beaumont exhibited 20.2 percent increase in its transit budget for FY 2016 and a 14.9 percent increase in FY 2017. The increases are attributed to higher salary and benefit costs as well as continued service expansion and route restructuring. The budget increased by a modest 4.7 percent in FY 2018.
5. Beaumont satisfactorily implemented two of the four prior audit recommendations. The two recommendations pertained to the timely submittal of the annual State Controller Reports and the tracking of mobility devices on driver trip sheets. One recommendation pertaining to receiving reimbursement from RTA and Mt. San Jacinto College for Go-Pass riders was partially implemented and the recommendation pertaining to the completion and submittal of separate State Controller Reports for both general and specialized service was not implemented. Both recommendations are being carried forward for full implementation.
6. Operating cost per vehicle service hour, an indicator of cost efficiency, increased 5.4 percent system-wide from \$84.98 in the FY 2015 base year to \$89.60 in FY 2018. System-wide

operating costs (based on audited data) increased 19.2 percent during the period, while vehicle service hours increased by a lower rate of 13 percent. The average annual increase in operating costs was 9.3 percent. Cost increases were from personnel wage increases for minimum wage and benefits contributions well as continued service expansion and route restructuring. The City is moving forward with a COA to create a “blueprint” for the future development of the community’s public transit service.

6. Operating cost per passenger, an indicator of cost effectiveness, increased 34.3 percent system-wide from \$8.37 in FY 2015 to \$11.23 in FY 2018. Ridership system-wide decreased 11.2 percent during the review period from 222,752 passengers in FY 2015 to 197,775 passengers in FY 2018, while operating costs increased by 19.2 percent over the same period.
7. Passengers per vehicle service hour, which measures the effectiveness of the service delivered, decreased 21.5 percent between FY 2015 and FY 2018 system-wide from 10.2 to 8 passengers per hour. Fixed-route operations were consistent with this trend, with a decrease of 20.6 percent over the same period from 10.9 to 8.7 passengers per hour. In contrast, Dial-A-Ride operations exhibited a higher decrease of 43.4 percent from 5.7 to 3.2 passengers per hour. The trend in this indicator demonstrates growth in vehicle service hours as compared to the decline in passenger trips.
8. Passengers per vehicle service mile, another indicator of service effectiveness, decreased 17.1 percent between FY 2015 and FY 2018 system-wide from 0.58 to 0.48 passengers per mile. For fixed-route operations, the number of passengers per service mile decreased by 19.7 percent from 0.61 to 0.49. Passengers per service mile on Dial-A-Ride decreased by a comparable 16.1 percent during the same period, from 0.38 in FY 2015 to 0.32 in FY 2018. From the FY 2015 base year to FY 2018, actual vehicle service miles increased 7.1 percent system-wide.
9. At the request of the City of Calimesa and RTA, Beaumont implemented Route 136 to Calimesa in FY 2017. The route was designed with one-hour headways and an alternative route during peak morning afternoon hours to serve local students. The route only comprised 1 percent of system-wide trips and was eventually discontinued.
10. A second commuter route, Commuter Link 125, was implemented in September 2018 to provide service to the Loma Linda Veterans Administration Hospital and Kaiser in Redlands. Commuter Link Route 120, which was implemented in 2013, was realigned to provide more direct service to the San Bernardino Transit Center.
11. The MOU between the Cities of Banning and Beaumont was terminated in June 2019, which involved phasing out the Pass Transit brand and the removal of Beaumont Transit Route 2 from operating within the City of Banning. A new interagency services agreement was adopted between the two cities in July 2019.

12. The City's Transit Division is looking to consolidate its administration, operations, and fleet maintenance functions to a parcel that the City has acquired in an industrial area of town at the intersection of West 4th Street and Veile Avenue. The facility would also feature a CNG fueling station open to the general public with plans to include an electric vehicle charging station in order to meet the state's zero-emission vehicle mandates.
13. Beaumont Transit personnel are City employees. Drivers and nonexempt employees are represented by Service Employees International Union (SEIU), Local 721. The current MOU between the City and union is for a two-year term, which included a health and retirement benefit increase and a higher wage scale in anticipation of the increase in the minimum wage.
14. During the audit period, the City procured the Dossier fleet maintenance software program, which operates on a web-based platform. In addition, the City acquired Zonar for pre- and post-trip inspections.

Recommendations

1. Prepare and submit separate State Controller Transit Operators Financial Transactions Reports for general public transit and specialized service.

This recommendation is carried over from the prior performance audit. Beaumont's annual Transit Operators Financial Transactions Report to the State Controller has historically combined information for both general public (fixed route/commuter) and specialized service for seniors and persons with disabilities (ADA-certified and noncertified). Although the State Controller's Office has not provided notice to the City, written instructions by the state to prepare this particular report require separate reporting of these modes. In the General Instruction Form completed by the City, a selection must be made as to which mode of transit is represented in the report. The options are general public use or elderly/disabled.

The Transit Operators Financial Transactions Report Instructions contain the following passages under the General Instruction Form:

Transit operators providing two types of service, (general public use and transit service exclusively for the elderly/handicapped) must complete a separate report for each type of service.

... a separate report must be filed for each type of service provided: General Public Use Service or Specialized Service exclusive for elderly and/or handicapped. For example, if an agency has received Article 4 and Article 8(c) monies to provide General Public Use Service, the agency should submit one report. If that agency has also received Article 4 monies to provide Specialized Service for the elderly and/or handicapped, then a report must be submitted for the Specialized Service operations.

The submission of separate reports to the State Controller will further demonstrate Beaumont's proactive approach to compliance with state reporting instructions.

2. Continue to work with RTA and Mt. San Jacinto College on fare revenue reimbursement from the College GO-PASS Revenue Agreement.

This recommendation is being carried forward from the prior performance audit. The City had taken steps to reach a fare revenue reimbursement agreement with Mt. San Jacinto College. In the meantime, Beaumont Transit has continued to honor RTA's Go-Pass without an agreement in place. Under the Go-Pass program, Mt. San Jacinto College students get unlimited rides on RTA buses. The City was anticipating that the Mt. San Jacinto College student body would vote on the separate fare revenue agreement in early 2018; however, the vote never materialized. It is recommended that the City continue to work with the college and RTA on having such an agreement in place as a farebox enhancement measure.

3. Include a link to Banning Transit on the Beaumont Transit web page.

The City's website and transit page were updated during the audit period. While there are links to the OmniTrans, RTA, and SunLine Transit Agency websites, there are no links to the Banning Transit website. The MOU or cooperative services agreement between the Cities of Banning and Beaumont that has been in effect since December 2002 was terminated after the audit period and involved phasing out the Pass Transit brand and the removal of Beaumont Transit Route 2 from operating within the City of Banning. In its place, an interagency service agreement between the two cities was adopted in July 2019 and provides continued cooperation of both cities in "providing the public with specific transit information, advertising the operations of both agencies and promoting the general use of transit." Pursuant to the interagency service agreement with the City of Banning, it is recommended that Beaumont include a link to Banning Transit on its transit page.

4. Report mechanical road calls and other vehicle operation metrics in TransTrack Manager.

The Transit Division indicated that system road calls were not being regularly tracked. A mechanical failure of a bus in revenue service that causes a delay to service, and which necessitates removing the bus from service until repairs are made, can impact overall system performance. Transit performance data are routinely entered into TransTrack for trends analysis across the different service modes. TransTrack features modules that track customer service complaints, Dial-a-Ride no-shows, accidents, and mechanical road calls. The recent implementation of the Dossier fleet maintenance software and Zonar should allow for road call data to be downloaded or migrated into TransTrack. It is recommended that the Transit Division start reporting road call data in TransTrack.



Staff Report

TO: Mayor, and City Council Members
FROM: Jeff Hart, Director of Public Works
DATE March 3, 2020
SUBJECT: Update on Pass Zone Technical Advisory Committee

Background and Analysis:

The City of Beaumont is a member agency of the Western Riverside Council of Governments (WRCOG), a joint powers agency comprised of the County of Riverside and 18 cities located in western Riverside County.

On January 23, 2020, the Pass Zone Technical Advisory Committee (TAC) for WRCOG held a meeting for the first time since July 18, 2018. The intent of the meeting was to review and discuss the Draft 2020 5-Year Transportation Improvement Program (TIP). For the first time in several years, there is funding available for Pass Zone Transportation Uniform Mitigation Fee (TUMF) eligible projects.

Members of the Pass Zone TAC (Calimesa, Beaumont, Banning, and the County of Riverside) and WRCOG staff discussed potential projects and the amount of potential available funding that requested projects could receive. The 2019 TIP (see Attachment A) was utilized as a beginning point for discussion in development of the 2020 TIP.

Subsequent to the meeting there was extensive correspondence between the City of Beaumont and WRCOG, as well as other member agencies of the Pass Zone. On February 24, 2020, TAC reached consensus and recommended the 2020 Draft TIP for approval to the Pass Zone Executive Committee (see Attachment B).

The City of Beaumont, subject to Pass Zone Executive Committee and WRCOG Executive Committee approval would have the following projects eligible for funding:

Project	Proposed Programming			Total
	FY 19/20	FY 20/21	FY 21/22	
Highland Springs	-	\$1,000,000	\$1,000,000	\$2,000,000
Potrero Interchange	\$1,750,000	\$1,500,000	\$3,250,000	\$6,500,000

Fiscal Impact:

The cost to prepare this staff report is estimated to be \$300.

Recommended Action:

Receive and file the project update.

Attachments:

- A. 2019 5-Year Transportation Improvement Program
- B. Draft 2020 5-Year Transportation Improvement Program



2019 Pass Zone 5-Year Transportation Improvement Program

Fiscal Year		FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost
Forecast Revenues		\$ 10,100,000	\$ 1,010,000	\$ 1,020,100	\$ 1,030,301	\$ 1,040,604	\$ 15,488,075	\$ -	\$ 15,488,075
Carryover Revenues (As of 12/11/18)		\$ -	\$ 4,861,925	\$ 2,621,925	\$ 642,025	\$ (327,674)			
Available Revenues		\$ 10,100,000	\$ 5,871,925	\$ 3,642,025	\$ 1,672,326	\$ 712,930			
Programmed/Expenditures		<i>atu Phase**</i>							
Cities of Banning and Beaumont									
17-PS-BAN-1191	Highland Springs Avenue Interchange	PA&ED					\$ -	\$ -	\$ -
		PSE					\$ -	\$ -	\$ -
		ROW	\$ 800,000				\$ 800,000	\$ -	\$ 800,000
		CON	\$ 1,200,000				\$ 1,200,000	\$ -	\$ 1,200,000
City of Banning									
06-PS-BAN-1109	Sunset Avenue Grade Separation	PA&ED					\$ -	\$ -	\$ -
		PSE					\$ -	\$ -	\$ -
		ROW	\$ 360,792				\$ 360,792	\$ -	\$ 360,792
		CON					\$ -	\$ -	\$ -
City of Beaumont									
19-PS-BEA-1204	Potrero Boulevard Interchange (Phase II)	PA&ED					\$ -	\$ -	\$ -
		PSE					\$ -	\$ -	\$ -
		ROW					\$ -	\$ -	\$ -
		CON		\$ 3,000,000	\$ 2,000,000		\$ 5,000,000	\$ -	\$ 5,000,000
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
		PSE				\$ 1,000,000	\$ 2,000,000	\$ -	\$ 2,000,000
		ROW					\$ -	\$ -	\$ -
		CON					\$ -	\$ -	\$ -
16-PS-CAL-1189	Cherry Valley Boulevard Interchange	PA&ED					\$ -	\$ -	\$ -
		PSE	\$ 2,100,000				\$ 2,100,000	\$ -	\$ 2,100,000
		ROW				\$ 1,000,000	\$ 1,000,000	\$ -	\$ 1,000,000
		CON					\$ -	\$ -	\$ -
County of Riverside									
06-PS-BAN-1109	Sunset Avenue Grade Separation	PA&ED					\$ -	\$ -	\$ -
		PSE	\$ 202,307				\$ 202,307	\$ -	\$ 202,307
		ROW	\$ 46,225				\$ 46,225	\$ -	\$ 46,225
		CON	\$ 528,751				\$ 528,751	\$ -	\$ 528,751
Total Programmed Capital Expenditures		\$ 5,238,075	\$ 3,250,000	\$ 3,000,000	\$ 2,000,000	\$ 2,000,000			
Total Programmed Carryover Balance*		\$ 4,861,925	\$ 2,621,925	\$ 642,025	\$ (327,674)	\$ (1,287,070)			

Summary Table								
Fiscal Year	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	5-Year Total Available Forecast/Cash	5-Year Total Programmed	5-Year Balance
Available Revenues	\$ 10,100,000	\$ 5,871,925	\$ 3,642,025	\$ 1,672,326	\$ 712,930			
Funded Programmed Carryover Balance	\$ 5,238,075	\$ 3,250,000	\$ 3,000,000	\$ 2,000,000	\$ 2,000,000	\$ 14,201,005	\$ 15,488,075	\$ (1,287,070)
Carryover Balance	\$ 4,861,925	\$ 2,621,925	\$ 642,025	\$ (327,674)	\$ (1,287,070)			



2020 Pass Zone 5-Year Transportation Improvement Program

Fiscal Year		FY19-20	FY20-21	FY21-22	FY22-23	FY23-24	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost
Forecast Revenues		\$1,000,000	\$ 1,010,000	\$ 2,020,100	\$ 2,040,301	\$ 2,060,704	\$ 17,110,792	\$ (777,283)	\$ 17,888,075
Carryover Revenues (As of 7/1/2019)		\$ 7,186,262	\$ 3,825,470	\$ 335,470	\$ (3,894,430)	\$ (3,854,129)			
Available Revenues		\$ 8,186,262	\$ 4,835,470	\$ 2,355,570	\$ (1,854,129)	\$ (1,793,425)			
Programmed/Expenditures		Phase**							
Cities of Banning and Beaumont									
17-PS-BAN-1191	Highland Springs Avenue Interchange	PA&ED	\$ -	\$ 1,000,000			\$ 1,000,000	\$ -	\$ 1,000,000
		PSE	\$ -		\$ 1,000,000		\$ 1,000,000	\$ -	\$ 1,000,000
		ROW	\$ -	\$ -			\$ -	\$ -	\$ -
		CON	\$ -	\$ -			\$ -	\$ -	\$ -
City of Banning									
06-PS-BAN-1109	Sunset Avenue Grade Separation	PA&ED	\$ -				\$ -	\$ -	\$ -
		PSE	\$ -				\$ -	\$ -	\$ -
		ROW	\$ 360,792				\$ 360,792	\$ -	\$ 360,792
		CON	\$ -				\$ -	\$ -	\$ -
06-PS-BAN-1206	Sun Lakes Blvd Extension (Highland Homes to Sunset)	PA&ED	\$ -	\$ 500,000			\$ 500,000	\$ -	\$ 500,000
		PSE	\$ -	\$ 500,000			\$ 500,000	\$ -	\$ 500,000
		ROW	\$ -				\$ -	\$ -	\$ -
		CON	\$ -				\$ -	\$ -	\$ -
City of Beaumont									
19-PS-BEA-1204	Potrero Boulevard Interchange (Phase II)	PA&ED	\$ 250,000	\$ -			\$ 250,000	\$ -	\$ 250,000
		PSE	\$ -				\$ -	\$ -	\$ -
		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
		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	\$ -				\$ -	\$ -	\$ -
		PSE	\$ -				\$ -	\$ -	\$ -
		ROW	\$ -			\$ 1,000,000	\$ 1,000,000	\$ -	\$ 1,000,000
		CON	\$ -				\$ -	\$ -	\$ -
20-PS-CAL-1208	Singleton Rd/I-10 Interchange	PA&ED	\$ -				\$ -	\$ -	\$ -
		PSE	\$ -				\$ -	\$ -	\$ -
		ROW	\$ -				\$ -	\$ -	\$ -
		CON	\$ 2,000,000				\$ 2,000,000	\$ -	\$ 2,000,000
County of Riverside									
06-PS-BAN-1109	Sunset Avenue Grade Separation - COMPLETED	PA&ED	\$ -				\$ -	\$ -	\$ -
		PSE	\$ -				\$ -	\$ (202,307)	\$ 202,307
		ROW	\$ -				\$ -	\$ (46,225)	\$ 46,225
		CON	\$ -				\$ -	\$ (528,751)	\$ 528,751
Total Programmed Capital Expenditures		\$ 4,360,792	\$ 4,500,000	\$ 6,250,000	\$ 2,000,000	\$ -	\$ 17,110,792		
Total Programmed Carryover Balance*		\$ 3,825,470	\$ 335,470	\$ (3,894,430)	\$ (3,854,129)	\$ (1,793,425)			



Fiscal Year	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24	Current Programmed Phase Balance	Total Phase Payments/ Expenditures	Original Programmed Phase Cost
Forecast Revenues	\$1,000,000	\$ 1,010,000	\$ 2,020,100	\$ 2,040,301	\$ 2,060,704	\$ 17,110,792	\$ (777,283)	\$ 17,888,075
Carryover Revenues (As of 7/1/2019)	\$ 7,186,262	\$ 3,825,470	\$ 335,470	\$ (3,894,430)	\$ (3,854,129)			
Available Revenues	\$ 8,186,262	\$ 4,835,470	\$ 2,355,570	\$ (1,854,129)	\$ (1,793,425)			

Summary Table								
Fiscal Year	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24	5-Year Total Available Forecast/Cash	5-Year Total Programmed	5-Year Balance
Available Revenues	\$ 8,186,262	\$ 4,835,470	\$ 2,355,570	\$ (1,854,129)	\$ (1,793,425)			
Funded Programm	\$ 4,360,792	\$ 4,500,000	\$ 6,250,000	\$ 2,000,000	\$ -	\$ 15,317,367.01	\$ 17,110,792	\$ (1,793,425)
Carryover	\$ 3,825,470	\$ 335,470	\$ (3,894,430)	\$ (3,854,129)	\$ (1,793,425)			



MEMORANDUM

To: City of Beaumont
From: Townsend Public Affairs
Date: February 28, 2020
Subject: Legislative Report for the City of Beaumont

State Legislative Update

TPA is currently reviewing the bills after the introduction deadline last week and will provide a more comprehensive list in the upcoming weeks. Currently many of the bills introduced are non-substantive and are place holders for a bill that will be amended in the future.

Below is a list of upcoming legislative deadlines:

April 2: Spring Recess begins
April 13: Legislature Reconvenes from Spring Recess

Governor Newsom State of the State

On February 19, Governor Newsom delivered his second annual State of the State Address to a joint session of the Legislature. The beginning of the speech was focused on the opportunity that California has to continue to be a leader in the nation. Governor Newsom stated that California is the rocket fuel powering America's resurgence, and made it clear that he believes that resurgence began under President Obama.

General accomplishments of the State included:

- 118 months on continued job growth and 4 million small businesses in CA
- Nearly half of all US venture capital endeavors flowing through CA
- Over 3.5% GPA growth a year over 5 years
- 1 in 7 new US jobs since 2010 created in CA. Boosting the overall US economy
- Built largest rainy day fund in State's history and highest credit rating in nearly 2 decades
- 18 bills signed in 2019 to boost production, addressing one of the State's most pressing issues

The remainder of the Governor's speech focused on one topic: homelessness. The Governor's remarks highlighted the current and new efforts that his Administration is making to replace the

existing scattered approach to homelessness and mental health with a coordinated crisis level approach. He touched on funding that he announced in his January budget as well as policies included in his January Executive Order to secure temporary trailers and tents for emergency shelters for homeless individuals. Finally, he highlighted new measures that he and his Homeless Task Force would be focused on, including holding local governments accountable to take action and a new “do-it-or-lose-it” policy to hold local governments responsible for results.

The key points included:

- Is making 286 state properties, vacant lots, fairgrounds and armories available now to be used by local governments, for free, for homeless solutions. Lease templates are ready to be executed.
- Focused on working with the Legislature to pass and sign legislation that will expand exemptions to the permitting process for all homeless shelters and supportive housing statewide.
- Will be working on reforming Proposition 63, the Mental Health Services Act. The Governor stated that he was not currently proposing changing the funding programs for how much funding Counties receive, but rather updating the criteria to ensure that the funding can be used on necessary uses, like addiction treatment.
 - The Governor specifically stated that there is \$160 million in unspent Proposition 63 money that counties have not spent, and if those dollars were not spent by June 30, the State would be stepping in to spend the money.
- Lowering the legal bar for providing forced treatment to the mentally ill.
- Committed to working with the Legislature on passing laws that will increase housing production, eliminate red tape, eliminate delays for building affordable, multifamily homes, and focus on building high-density housing near transit. He will focus on increasing density in a way that promotes equity, affordability and inclusion.

Throughout his speech, the Governor highlighted his focus on consequence and accountability. He stated that the State was taking a close look at all of the available resources and monies that local governments have access to, would be conducting comprehensive audits, and that he would be working to ensure that available funding was being spent and was being spent in an effective manner to help solve homelessness.

Impact Fees

The past two weeks have been largely focused on impact fees. On February 24, the week began with a press conference lead by Asm. Grayson, where several measures were announced related to fees and housing production.

AB 1484 (Grayson): This bill from last year provides a comprehensive reform of the nexus standards that cities and counties use to determine their fees.

AB 1924 (Grayson): Requires jurisdictions to assess fees on a per-square-foot basis, giving developers the option to build smaller, more affordable units without being penalized with multiple fees.

AB 3144 (Grayson): Provides state funding to reimburse local governments who waive impact fees on affordable projects.

AB 3145 (Grayson): Establishes a ceiling for development fees based on the median home price in a jurisdiction. Cities and counties that exceed this ceiling will be required to seek approval from the Department of Housing and Community Development and justify the need to do so.

AB 3146 (Bonta): Requires cities and counties to report a wide variety of essential housing data to the Department of Housing and Community Development, including the number of new housing units that have been issued a completed entitlement, a building permit, or a certificate of occupancy.

AB 3147 (Gabriel): Ensures that certain impact fees are payable under protest. This allows for a developer to pay a fee they consider to be unreasonably high so they can continue construction.

AB 3148 (Chui): Reduces the impact fees paid on affordable housing units that are built using the state's density bonus program.

AB 3149 (Gloria): Modernizes the way that local agencies notify interested parties prior to levying a new fee or service charge or prior to approving an increase in an existing fee or service charge.

AB 831 (Grayson): Department of Housing and Community Development: study: local fees: new developments. This bill is currently non substantive but given the focus on fees TPA will be watching for amendments to this bill.

AB 2722 (McCarty): Development fees and charges: deferral. Prohibits a noncompliant local agency that imposes any fees or charges on a qualified development, from requiring the payment of those fees or charges until 20 years from the date of the final inspection, or the date the certificate of occupancy is issued,

On February 26, a joint informational hearing titled "The Price of Civilization" provided robust discussion about the role that fees play, or don't play, in the production of housing stock and livable communities. Legislators heard from representatives from the Legislative Analyst's Officer, Turner Center, Local Government, Special District's and Developers.

Representatives from Riverside County, Santa Rosa, and Sacramento spoke about the innovative efforts they have taken to increase housing production including deferring fees and basing fees on square footage rather than individual dwelling units. While these jurisdictions are trying creative ways to increase housing there was an acknowledgement that these policies would not work in all jurisdictions.

The hearing allowed special districts to describe in detail how fees allow them to provide the services communities expect such as parks, fire protection, and water and sewer. With no land use authority of their own they rely on Cities and Counties for a portion on fees collected.

The overall takeaway from the hearing is that one size does not fit all and fees are just one small part of the overall housing crisis in California.

Federal Legislative Update

Congress concluded the impeachment trial of President Trump in February. The House voted to send the impeachment articles against the President to the Senate, which heard testimony from House-appointed managers as well as lawyers for President Trump. After nearly two weeks of deliberation from both sides, the Senate voted to acquit President Trump on the two articles of impeachment. The acquittal clears him of charges that he abused his power and also obstructed Congress when he reportedly asked the President of Ukraine for assistance with obtaining negative information on campaign rivals in a July 2019 phone call.

Democrats fell well short of the 67 votes or two-thirds majority required to convict and remove the President from office. The votes were mostly along party-lines, but included Senator Mitt Romney (R-UT) voting to convict the President on abuse of power. Senator Romney's guilty vote marks the first time in history that a Senator voted to remove a President from the same party from office.

The acquittal is the final act in a trial that has spanned nearly four months. The trial originally began back in September when House Speaker Nancy Pelosi announced an impeachment inquiry after lawmakers received an anonymous complaint from a whistleblower. With the end of this segment, Congress returns to regular duties, including the federal appropriations process and a multitude of priorities that may face impending delays in a presidential election year.

Fiscal Year 2021 Appropriations

In February, the Trump Administration released its Fiscal Year (FY) 2021 budget proposal, outlining the President's tax and spending priorities over the next decade. Overall, domestic discretionary spending as a percentage of the U.S. economy would be cut in half over the course of a decade under President Donald Trump's budget proposal, with the Department of Commerce, Environmental Protection Agency and State Department seeing some of the steepest cuts. The Administration estimates that the \$4.8 trillion dollar budget would balance the federal deficit in 15 years and put debt on a downward path after 2022.

It should be noted that the President's budget request is not a piece of legislation and is not typically considered as-is in Congress. Thus, Congress will not adopt the recommended cuts wholesale and will be debating this for months to come.

Water

In February, the Chair of the House Committee on Transportation and Infrastructure Peter DeFazio (D-OR), and Chair of the Subcommittee on Water Resources and Environment Grace F. Napolitano (D-CA) held a Members' Day Hearing to examine Members' priorities in development of the Water Resources Development Act of 2020 (WRDA).

This hearing was an opportunity for all Members of the House of Representatives to highlight issues of importance in their district as it relates to the U.S. Army Corps of Engineers. Testimony from this hearing will inform the Committee in the development of a new WRDA, which the Committee expects to approve this year.

Transportation

This month, Congress continued to make progress on options to pay for their highway bill. Leaders of the Senate Environment and Public Works Committee are considering three options: a tax on electric vehicles, charging trucks more, and indexing the federal motor fuels tax. Panel Chairman John Barrasso (R-WY) did not confirm whether any of these options are on the table, and neither did Finance Chairman Chuck Grassley (R-IA), the leader of the committee charged with crafting a financing plan for the bill. Senator Barrasso has indicated in the past that he wants electric vehicle drivers to contribute in some way to the Highway Trust Fund, which is the primary funding mechanism for federal highway programs. Those drivers aren't contributing heavily right now because the primary funding source for the fund is the federal motor fuels tax.

In the House, Ways and Means Committee Chairman Richard Neal (D-MA) indicated that he is still negotiating with Treasury Secretary Steven Mnuchin about a funding stream for their broader \$760 billion infrastructure package, which covers highways, bridges, transit, rail, water, and broadband. The two have met twice recently on the topic.



To: City Council
From: John O. Pinkney, City Attorney
Date: February 26, 2020
Re: List of Pending Litigation Against City of Beaumont

Pending Litigation Against the City (does not include litigation initiated by the City)

1. ***Urban Logic v. City of Beaumont et al.***, Case No. RIC 1707201 (Pre-Trial)
2. ***Aguirre et al. v. City of Beaumont et al.***, Case No. RIC 1810937 (Pre-Trial)
3. ***Elizabeth Serrato v. City of Beaumont***, Case No. RIC 1820593 (Pre-Trial)
4. ***Angela Santa Cruz, individually and as Guardian ad litem for M.L.V., a minor v. City of Beaumont et al.***, Case No. 2:18-CV-08427 (Pre-Trial)
5. ***Charles Peters dba Pioneer Mobile Village v. City of Beaumont, et. al.***, Case No. RIC 1707116
6. ***Alphonso Hatcher v. City of Beaumont, et. al.***, Case No. MVC1913810