



MEETING PARTICIPATION NOTICE

This meeting will be conducted utilizing teleconference communications and will be recorded for live streaming. In accordance with the State of California Executive Order N-29-20 dated March 17, 2020, all City of Beaumont public meetings will be solely available via live streaming and made available on the City's official YouTube webpage. Please use the following link during the meeting for live stream access:

BeaumontCa.gov/Livestream

Public comments will be accepted using the following options:

1. Written comments will be accepted via email and will be read aloud during the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Comments can be submitted anytime prior to the meeting as well as during the meeting up until the end of the corresponding item. Please submit your comments to: NicoleW@BeaumontCa.gov
2. Phone-in comments will be accepted by joining a conference line prior to the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Please use the following phone number to join the call:
(888) 469-1364 (Toll Free) Access Code: 1930614

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



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, June 16, 2020

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

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 at the back table and give it to the City Clerk. There is a three (3) minute limit on public comments. There will be no sharing or passing of time to another person. State law prohibits the City Council from discussing or taking actions brought up by your comments.

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 Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives City Manager Todd Parton and Administrative Services Director Kari Mendoza. Employee Organizations: Beaumont Police Officers Association**
- 2. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8 for Property Known as Vacant Land APN 418- 190-004, 005, 006, and 007 and 418-140-028 and 029. Agency Negotiator: City Manager Todd Parton or his Designee. Negotiating Parties: City of Beaumont and JADE Real Estate Holdings. Under Negotiation: Price and Terms**

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

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)

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

CONSENT CALENDAR

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

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

1. Approval of Minutes

Recommended Action:

Approve minutes dated June 2, 2020.

2. Citywide Grants Update

Recommended Action:

Receive and file.

3. One Year Extension of the Interagency Service Agreement between the City of Banning and the City of Beaumont to Provide Coordinated Transit Services

Recommended Action:

Approve the Interagency Service Agreement between the City of Banning and the City of Beaumont and authorize the Mayor to execute on behalf of the City.

4. Approval of Gann Limit for FY 2020-21

Recommended Action:

Waive the full reading and adopt by title only a “Resolution of the City Council of the City of Beaumont, approving the Appropriation Limit for the 2020-21 Fiscal Year.”

5. FY 2020 General Fund and Wastewater Fund update through April 2020

Recommended Action:

It is recommended the City Council receive and file the updated financial schedules.

6. Performance Bond Exoneration for Bond No. 1058983 and 1058984 for K. Hovnanian Homes Tract 33096-6

Recommended Action:

Accept Maintenance Bond No. LICX1194621 to replace Performance Bond No. 1058983.

7. Performance Bond Exoneration for Bond No.1047933 and Accept the One-Year Maintenance Bond No. 1047933-M

Recommended Action:

Accept Maintenance Bond No. 1047933-M to replace Performance Bond No. 1047933.

8. Performance Bond Acceptance and Security Agreement for Beaumont RV and Self-Storage for Street Improvements

Recommended Action:

Accept Performance Bond No.4423509 for street improvements for Beaumont RV Self and Storage.

9. Resolution Calling the Next General Municipal Election to be Held in the City of Beaumont on November 3, 2020

Recommended Action:

Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont, California, Calling and Giving Notice of the Holding of a General Municipal Election to be Held in the City on Tuesday November 3, 2020, for the Election of Certain Officers of the City as Required by the Provisions of the Laws of the State of California Relating to General Law Cities and Requesting the Registrar of Voters of the County of Riverside to Conduct Said Election.”

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.

10. Establishment of a Business Assistance Program (BAP) for Local Businesses that Have Experienced COVID-19 Related Losses

Recommended Action:

City staff is looking for City Council direction and action and, since this is a policy-related decision, does not have a specific recommendation at this time.

11. Award 36 Month Lease Agreement to Konica Minolta Business Solutions U.S.A, Inc. for Multifunction Copiers via Cooperative Agreement

Recommended Action:

Award a subscription agreement to Konica Minolta Business Solutions U.S.A, Inc. for digital multifunction copiers, and
Authorize the Mayor to execute the agreement on behalf of the City of Beaumont.

12. Approve the Fourth Amendment of the Public Works Agreement for Traffic Signal and Emergency Signal Maintenance to St. Francis Electric, LLC in an Amount not to Exceed \$41,040.00 for Fiscal Year 2020/2021

Recommended Action:

Approve a one-year extension of the existing contract for traffic signal and emergency signal maintenance to Saint Frances Electric, LLC in the amount not to exceed \$41,040 for Fiscal Year 2020/2021.

13. Short Range Transit Plan (SRTP) Fiscal Year 2019-2020 – Table 4 Amendment to Include Contingency Funding due to COVID-19

Recommended Action:

Approve a Short Range Transit Plan Amendment to Fiscal Year 2019-2020 Table 4.

14. Approve an Agreement for Software System by Independent Contractor to GoTime Control, Inc. for an Online Automated Control System for Sports Field Lights

Recommended Action:

Approve an agreement for software system by independent contractor to GoTime Control, Inc. for an online automated control system for sports field lights; and
Authorize the City Manager to execute the agreement on behalf of the City of Beaumont.

15. Authorize Merchant Agreement with Open Edge for Credit Card Processing Services

Recommended Action:

Authorize the City Manager to execute a merchant agreement with Open Edge for credit card processing services.

16. Approve Purchase Agreement with Emphasys Computer Solutions for the Purchase of Sympro Treasury Management Software with a Total Contract Amount of \$66,536

Recommended Action:

Approve the Agreement for Professional Services with Emphasys Computer Solutions for the purchase of Sympro Treasury Management Software, including a three-year license agreement, at a cost of \$66,536.

17. Provide Direction to City Staff Regarding the Development of a Retail Recruitment Strategy

Recommended Action:

Authorize the development of a retail recruitment strategy and direct City staff to issue a Request for Proposals to conduct a psychographic analysis.

18. SB 743 Vehicle Miles Traveled (VMT) Thresholds for California Environmental Quality Act (CEQA) Compliance Related to Transportation Analysis

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont Adopting 'Vehicle Miles Traveled' Thresholds of Significance for Purposes of Analyzing Transportation Impact Under the California Environmental Quality Act."

19. Award Change Order 16 for the WWTP Expansion and Renovation Project for the Pump Station at the EQ Basin in an Amount Not to Exceed \$667,487.82

Recommended Action:

Approve Change Order 16 for the WWTP Expansion and Renovation Project in a not to exceed amount of \$667,487.82.

20. Review of Local Emergency Declaration Established via the Adoption of City of Beaumont Resolution No. 2020-07 Adopted on March 17, 2020

Recommended Action:

City staff recommends that there be no change regarding the local emergency declaration. This is due to the fact that there have been no significant changes in the original conditions, a State emergency declaration remains in effect and local emergency declaration helps to ensure that Beaumont remains eligible for federal and state emergency aid.

21. Procedures and Timing for Conducting Public Meetings in the Beaumont Council Chambers

Recommended Action:

City staff recommends that the City Council affirm the meeting protocols outlined in this report and direct City staff on its desired timeline to allow in-person attendance at public meetings.

22. Report by the COVID-19 Recovery Ad Hoc Committee on the “Beaumont – Back to Business Program”

Recommended Action:

This report is provided for informational purposes and no action is required.

23. Approval of City Attorney Invoices for the Month of May 2020

Recommended Action:

Approve invoices in the amount of \$98,144.20.

LEGISLATIVE UPDATES AND DISCUSSION

24. 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

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, MONTH DAY 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, June 02, 2020

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

MINUTES

CLOSED SESSION - 5:00 PM

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

CALL TO ORDER at 5:03 p.m.

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

Public Comments Regarding Closed Session

None

1. Conference with Legal Counsel Regarding Anticipated/Existing Litigation - Pursuant to Government Code Section Page 1 of 271 54956.9(d)(1)and/or(2) and/or (3). (Worker's Compensation Case No. COBM-0054; COBM-0023; COBT-002879, and COBM-0070)

No reportable action.

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

No reportable action.

3. Conference with Legal Counsel - Anticipated Litigation:
Significant exposure to liability pursuant to Government Code section 54956.9(d)(2)
One (1) matter

No reportable action.

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER at 6:33 p.m.

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

Report Out from Closed Session: **None**
Action on Any Closed Session Items: **None**
Action on Any Closed Session Items: **None**
Pledge of Allegiance
Approval / Adjustments to the Agenda: **None**
Conflict of Interest Disclosure: **None**

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

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

N. Hall - Spoke regarding weed abatement and trespassing on private property.

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:

Approve minutes dated May 19, 2020.

- 2. A Request for Consideration of the Final, One-Year Extension of Time for Tentative Tract Map 29267

Recommended Action:

Approve the final one-year extension of time for Tentative Map 29267.

- 3. Request for Consideration of the Final, One-Year Extension of Time for Tentative Tract Map 33680 (APN 414-142-038)

Recommended Action:

Approve the final, one-year extension of time for the approval of Tentative Tract Map 33680.

4. Performance Bonds Acceptance and Security Agreement for Pardee Homes. Tract 37298-1
Traffic Signal Installation and Modifications

Recommended Action:

**Accept the following bonds and security agreements:
Performance bond No. CMS331857 for traffic signal installation,
Performance bond No. CMS331855 for traffic signal installation,
Performance bond No. CMS331856 for traffic signal installation, and
Performance bond No. CMS331858 for traffic signal installation.**

Motion by Council Member Martinez

Second by Council Member White

To approve the consent calendar

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

Approved by a unanimous vote

PUBLIC HEARINGS

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

5. Amendment to City of Beaumont Municipal Code Chapter 10 Section 12 – Parking Commercial Vehicles

Recommended Action:

Hold a Public Hearing, and
Waive the full first reading and approve by title only. “An Ordinance of the City of Beaumont Amending and Restating Chapter 10.12 of the Beaumont Municipal Code Entitled ‘Parking Commercial Vehicles’ and Making Findings Pursuant to the California Environmental Quality Act.”

Public Hearing opened at 6:44 p.m.

No speakers

Public Hearing closed at 6:44 p.m.

No action.

6. Conduct a Public Hearing and Consider a Resolution Adopting the Capital Improvement Plan (CIP) for FY 2021-2025 and Prior Year Project List

Public Hearing opened at 7:07 p.m.

C. Freitas - Spoke in opposition of closing the municipal pool.

K. Castello - Spoke in opposition of closing the municipal pool.

L. Grzanowicz - Spoke in opposition of closing the municipal pool and asked for more options for kids.

S. Rice - Spoke in opposition of closing the municipal pool.

Public Hearing closed at 7:11 p.m.

Motion by Council Member White

Second by Mayor Pro Tem Lara

To waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont Adopting a Five-Year Capital Improvement Plan for Fiscal Years 2021/2022 – 2024/2025 and Related Prior Year CIP Project List."

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

Approved by a unanimous vote

ACTION ITEMS

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

7. Consideration of a Contract for City Attorney Services between the City of Beaumont and Slovak Baron Empey Murphy & Pinkney LLP

City Attorney John Pinkney recused himself on this item.

Motion by Council Member White

Second by Mayor Santos

To approve of the attached contract for City Attorney Services between the City of Beaumont and Slovak Baron Empey Murphy & Pinkney LLP.

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

Approved by a unanimous vote

8. Resolution of Intent – Transitioning from At-Large to By-District Elections

Motion by Council Member Martinez

Second by Council Member Carroll

To pass the resolution of intent and begin the districting process by waiving the full reading, and adopting by title only, " A Resolution of the City Council of the City of Beaumont, California, Declaring Its Intention to Transition from At-Large Elections to District-Based Elections Pursuant to Elections Code Section 10010.

Ayes: Martinez, Carroll, Lara, Santos

Noes: White

Approved by a 4-0 vote.

9. FY 2020-21 City-Wide Budget Review and Approval

**Motion by Council Member White
Second by Mayor Pro Tem Lara**

To adopt the City-Wide Budget for FY 2020-21.

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

Approved by a unanimous vote.

10. Approval of Contract for Auditing Services

**Motion by Mayor Pro Tem Lara
Second by Council Member White**

To approve a three-year contract with Rogers, Anderson, Malody and Scott, LLP to perform audit services with options for 2 one-year extensions.

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

Approved by a unanimous vote.

11. Ratification of Emergency Repair Costs to the City's Wastewater System

**Motion by Mayor Pro Tem Lara
Second by Council Member White**

To ratify the cost of emergency repairs completed and paid to T.E. Roberts, Inc., in the amount of \$343,027.28.

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

Approved by a unanimous vote.

12. Facility Generators – Ratification of Emergency Repairs

**Motion by Council Member White
Second by Council Member Carroll**

Ratify the costs associated with the emergency repairs to the City's generators in an amount not to exceed \$50,000.

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

Approved by a unanimous vote.

13. Approval of Invoice from Riverside County Fire Department for 3rd Quarter Fire Services

Motion by Council Member Martinez

Second by Council Member Carroll

Approve payment of the FY 2020 3rd Quarter Fire Services invoice from Riverside County Fire Department in the amount of \$1,006,268.61.

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

Approved by a unanimous vote.

14. Approval of the FY 2020/21 Local Responsibility Area Wildland Protection Reimbursement Agreement

Motion by Council Member Martinez

Second by Council Member Carroll

To waive the full reading and approve by title only, "A Resolution of the City Council of the City of Beaumont, California, approving an Agreement with the California Department of Forestry and Fire Protection for Services from July 1, 2020 Through June 30, 2021 for Fire Protection Services within the Local Responsibility Areas within the City," and

Authorize the Mayor to sign the FY 2020/21 agreement with Cal-Fire for fire protection services within the Local Responsibility Areas within the City.

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

Approved by a unanimous vote.

15. Approval of MDC and Vehicle Functionality Equipment

Motion by Council Member White

Second by Council Member Martinez

Approve the purchase of sixteen Panasonic Toughbooks with outfitted accessories and installation from CDCE Mobile in the amount of \$133,825.78.

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

Approved by a unanimous vote.

16. Police Department Air Conditioning Units – Emergency Repairs

Motion by Council Member White

Second by Council Member Lara

Ratify the costs associated with the emergency repairs to the Police Department air conditioning units in the amount of \$42,000.

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

Approved by a unanimous vote.

17. Pennsylvania Widening Project Update

Motion by Council Member Martinez

Second by Council Member White

Receive and file the Pennsylvania Widening Project Update.

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

Approved by a unanimous vote.

LEGISLATIVE UPDATES AND DISCUSSION

COUNCIL REPORTS

- Carroll - No report.
- Lara - Gave a report out from the WRCOG meeting and a report from the school district.
- Martinez - Participated in the Ad-Hoc meeting and announced upcoming meetings to be attended.
- Santos - Participated in the Ad-Hoc meeting and spoke regarding the peaceful protest.
- White - Spoke regarding the graduating class of 2020 and their upcoming ceremony.

ECONOMIC DEVELOPMENT UPDATE

Announcement of an upcoming economic strategy plan.

CITY TREASURER REPORT

No report.

CITY CLERK REPORT

Spoke regarding the peaceful protest.

CITY ATTORNEY REPORT

18. Status of Litigation Report

CITY MANAGER REPORT

Deputy Chief Yoakum gave a briefing on the upcoming graduation ceremonies. Gave a report out from the Ad-Hoc Committee with the progress and outreach being conducted.

FUTURE AGENDA ITEMS

ADJOURNMENT at 10:05 p.m.



Staff Report

TO: City Council
FROM: Christina Taylor, Community Development Director
DATE June 16, 2020
SUBJECT: Citywide Grants Update

Background and Analysis:

The City of Beaumont continues to seek State and Federal grant funding as a source of outside revenue with the goal of funding projects that would otherwise be funded by rates and charges or through the General Fund. This report provides an overview of the various grants that have been awarded, are in progress or have been applied for and are pending award. It also highlights grant awards which will fund programs in future years. Each of the City's departments continues to work diligently to secure funding to help offset the impact of projects and day-to-day operations or to provide new and improved opportunities for the residents and businesses within the City.

The spreadsheet included with this report provides detail about each of the grants. There are six (6) City departments with active grants: Planning, Community Services, Transit, Police Department, Public Works (solid waste), and Code Enforcement. The total value of the current grants is approximately \$6.6 million and approximately \$3.2 million in grants to fund projects in future years.

Staff is actively looking to expand grant funding opportunities. Most of the grants the City has received are supplied by Federal or State funding passed through to regional agencies or for participation in specific programs. With the current economic climate, departments are looking to compete for grants that can be paired with other forms of grant funding and do not require a match. Additionally, staff is looking to broaden the search for funding.

Fiscal Impact:

None.

Recommended Action:

Receive and file.

Attachments:

A. Grants Summary Chart

DEPARTMENT AND CONTACT PERSON	GRANT	AMOUNT	AWARD DATE
Planning			
Christina Taylor	SB2 Planning Grant (HCD)	\$160,000.00	2/20
Christina Taylor	Parking Strategies Study (SCAG)	\$100,000.00	3/19
Community Services			
Elizabeth Gibbs	CDBG - Rangel Park Improvement Phase II	\$153,885.00	FY20-21
Transit			
	LCTOP	\$16,899.00	FY17
	LCTOP	\$129,943.00	FY19
	LCTOP	\$93,346.00	FY20
	MSRC	\$200,000.00	FY20
	MSRC	\$31,870.00	FY20
	SCIP	\$240,000.00	FY20
	Volkswagen Mitigation Trust	\$320,000.00	FY20
	State of Good Repair - STA Claims with RCTC reimbursement	\$66,478.00	FY18
	State of Good Repair - STA Claims with RCTC reimbursement	\$49,885.00	FY19
	State of Good Repair - STA Claims with RCTC reimbursement	\$51,999.00	FY20
	STA Approved Projects	\$2,241,795.10	
	STA Approved Projects	\$1,153,005.83	
	STA Approved Projects	\$100,000.00	
	STA Approved Projects	\$179,443.00	

	STA Approved Projects	\$100,000.00	
	STA Approved Projects	\$977,497.74	
PD			
	Homeless Grant	\$57,000.00	
	JAG Program	\$10,868.00	FY20
	SLESA	\$100,000.00	FY20
	BVP Program	50% of Expenditures	FY20
	OES	\$6,000.00	
	JAG Covid	\$35,016.00	
	School Resource Officer	1 Police Officer Position and vehicle	
	PACT	1 Police Officer Position	
	RAID	1 Police Officer and vehicle	
Public Works (Solid Waste)			
Karee Keyser	Cal Recycle	\$12,156.00	FY20
Code Enforcement			
Kelly McCarthy	Riverside County Abandoned Vehicle Abatement	\$5k-\$10K	Anually, ongoing

PURPOSE	MATCH REQ	REIMBURSEABLE	START DATE	END DATE
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Intended for the preparation, adoption and implementation of plans that streamline housing approvals and accelerate housing production	No	Yes	Jul-20	12/22
Evalute current parking standards and inventory; provide strategies and alternatives	No	No	Jul-20	12 month from start

Park improvements	No	Yes		FY20-21

Operations fo Commuter Link Expansion	No			FY20
Bus Shelter Design and Construction	No			FY21
Free Fare Promotion	No			FY21
CNG Station	Yes	Yes		FY21 & 22
EV Charging Station	Yes	Yes		FY21
EV Charging Station	No	Yes		FY21
Electric Shuttle Vehicles	No			FY21
Vehicle Maintenance Modernization	No	Yes		
Vehicle Maintenance Modernization	No	Yes		
Bus Stop Amenities	No	Yes		
CNG Station	No	Yes		
New Maintenance & Operations Facility	No	Yes		
Brand and Logo Update	No	Yes		
Bus Stop and Amenities Rehab	No	Yes		

EV Charging Station	No	Yes		
New Bus & Shuttle Purchase and Communications	No	Yes		

Address homelessness issues	No	No		Expenditure of funds
Purchase 15 ballistic Helmets and 16 Visors				
Technology Purchases	No	No		Annual
Reimbursement for 50% of Ballistic Vest Purchases	Yes	Yes		Annual
Support OES purchases and programs	No	Yes		Annual
Provide for hiring costs and equipment for COVID Related expenditures	No	Yes		1/20
Contract reimburses the City for the cost of 1 police officer and vehicle	No	Yes		7/1
Contract reimburses the City for the cost of 1 police officer	No	Yes		FY20/21
Contract reimburses the City for the cost of 1 police officer and provides the officer with a vehicle	No	Yes		Annual

Community Clean up	No	No		FY21

Reimbursement for work related to abandoned vehicle abatement	No	Yes		Ongoing

PROJECT #	FUNDS SPENT TO DATE	FUNDS MATCHED TO DATE	ADDITIONAL INFORMATION
			Phase II of funding from CDBG work is underway

			Currently in the Application Process, has not yet been awarded.
			Contract currently being renewed.

DEPARTMENT AND CONTACT	GRANT	AMOUNT	AWARD DATE
Transit			
	LCTOP	\$42,000.00	FY21
	Measure A	\$16,000.00	FY22
		\$500,000.00	FY22
		\$500,000.00	FY23
		\$100,000.00	FY22
		\$700,000.00	FY22
		\$700,000.00	FY23
	Measure A	\$41,500.00	FY23
Planning			
Christina Taylor	HCD - LEAP Grant	\$150,000.00	FY20
Public Works			
Laurie Miller	Pennsylvania Ave/UPRR Grade Separation - Construction		
Laurie Miller	California Ave/UPRR Grade Separation - Construction		
Laurie Miller	Oak Valley/I-10 Interchange - Construction		
Laurie Miller	CDBG	\$ 130,000.00	FY21-22
Laurie Miller	CDBG	\$ 130,000.00	FY22-23
Laurie Miller	CDBG	\$ 130,000.00	FY23-24
Laurie Miller	CDBG	\$ 130,000.00	FY24-25

PURPOSE	MATCH REQ	REIMBURSEABLE	END DATE
Project TBD			
Commuter Link Fare box recovery	No		
CNG Station	No		
CNG Station	No		
Bus Wraps	No		
Replacement of 3 busses	No		
Replacement of 3 busses	No		
Commuter Link Fare box recovery	No		
Housing Element Update	No	Yes	FY21
Grade separation construction			
Grade separation construction			
Interchange Construction			
Citywide Street Improvements	No	Yes	
Citywide Street Improvements	No	Yes	
Citywide Street Improvements	No	Yes	
Citywide Street Improvements	No	Yes	

ADDITIONAL NOTES
\$34M Future Funding
\$34M Future Funding
\$65M Future Funding



Staff Report

TO: City Council

FROM: Elizabeth Gibbs, Community Services Director

DATE: June 16, 2020

SUBJECT: **One Year Extension of the Interagency Service Agreement between the City of Banning and the City of Beaumont to Provide Coordinated Transit Services**

Background and Analysis:

On June 18, 2019, City Council approved an Interagency Service Agreement (ISA) with the City of Banning for a period of one year. In that agreement, both parties agreed to meet to discuss extension of the agreement by an additional subsequent term of one year.

Some highlights of the agreement include:

- 1) Provide the public with specific transit information, advertising the operations of both agencies and promote the general use of transit;
- 2) Cooperate in the location, installation and maintenance of all jointly used bus stops, including use of the other's poles and posts at joint transfer points. Each party will be solely responsible for claims of damages arising out of its installation of bus stop signs or passenger amenities;
- 3) Implement boarding restrictions within respective service areas where duplication of service or potential revenue loss may occur, including limiting service to no more than three buses per hour at the other agency's jointly used bus stops. Neither party will board passengers at any bus stop within the other party's jurisdiction that is not specifically designated by this agreement;
- 4) Each party shall retain all fares collected for their service;
- 5) Minimize passenger wait times through coordination of schedules, whenever practical;
- 6) Each agency will accept transfer media of the other agency valued at the base fare at Walmart and San Geronio Hospital transfer points only. Passengers will not be required to top-up their fare to cover any shortfall between the base fares;

- 7) Where Beaumont and Banning's commuterlink routes intersect, each agency will accept multi-use media from the other agency for a one-dollar (\$1.00) discount with their applicable premium fare;
- 8) Transfer media will not be valid on paratransit service;
- 9) Electronic fare media is excluded until such time as Banning implements such a program;
- 10) Each party will accept the other party's valid employee identification on all fixed route and commuterlink service in lieu of payment of fare;
- 11) Each party will accept the other party's valid Military Veteran Identification for purchase of reduced Veterans fares;
- 12) Each party will formally inform each other of future plans and schedule changes no later than 30 days before the changes are scheduled to be implemented;
- 13) Neither party may operate duplicating services in the other party's jurisdiction without written approval of the other party's elected City Council. Each party will operate in accordance with the Transportation Development Act; and
- 14) The term of the agreement shall be July 1 to June 30 or the date of execution by both parties, whichever is the latter. A meeting between the two cities' staff members is required prior to December 15 of each year to discuss the coordination of services for the following fiscal year and possible extension of the term of the agreement.

Staff from both cities met and have agreed to recommend the extension of the agreement for a subsequent year.

Fiscal Impact:

There is no fiscal impact.

Recommended Action:

Approve the Interagency Service Agreement between the City of Banning and the City of Beaumont and authorize the Mayor to execute on behalf of the City.

Attachments:

- A. Interagency Service Agreement between the City of Banning and the City of Beaumont

**INTERAGENCY SERVICE AGREEMENT
BETWEEN
THE CITY OF BANNING
AND
THE CITY OF BEAUMONT**

THIS AGREEMENT is made and entered into the latter of the 1st day of July, 2020 or the date upon execution by both parties by and between the City of Banning, a municipal corporation, 99 E Ramsey Street, Banning, California 92220 (hereinafter referred to as "BANNING"); and the City of Beaumont, a municipal corporation, 550 East 6th Street, Beaumont, California 92223 (hereinafter referred to as "BEAUMONT"). The annual term of this agreement shall coincide with the fiscal year of July 1st to June 30th.

RECITALS:

WHEREAS, BANNING and BEAUMONT are empowered by law to provide the public with convenient, safe, and accessible transportation within their respective jurisdictions; and

WHEREAS, BANNING and BEAUMONT each operate a public bus transit system; and

WHEREAS, BANNING and BEAUMONT desire to cooperate and coordinate in bus route planning, scheduling, stops, transfers, fares and information dissemination; and

WHEREAS, both parties agree that this Agreement shall be non-financial in nature; and

WHEREAS, this Agreement shall supersede any and all previous service agreements concerning public transit between BANNING and BEAUMONT.

NOW, THEREFORE, it is mutually understood and agreed by BANNING and BEAUMONT as follows:

ARTICLE 1. GENERAL AUTHORITY

The City Managers ("City Manager"), or their designees, of BANNING and BEAUMONT, are hereby made the authorized representative, respectively, of BANNING and BEAUMONT to grant such authorizations and take such further actions as may be necessary to effectuate this Agreement

ARTICLE 2. PUBLIC INFORMATION

BANNING and BEAUMONT agree to cooperate in providing the public with specific bus transit information, advertising the operations of both agencies and promoting the general use of public transit.

ARTICLE 3. STOPS

A. BANNING and BEAUMONT agree to cooperate in the location, installation and maintenance of the following jointly used bus stops, including the use of the other's sign posts:

(1) Walmart Transfer Station – 1540 East 2nd Street, Beaumont, CA 92223; and
 (2) San Gorgonio Memorial Hospital – 600 North Highland Springs Avenue, Banning, CA 92220

B. Each party shall be solely responsible for claims for damages arising out of its installation of its bus stop signs or passenger amenities and its transportation and related services.

C. Each party shall implement the following boarding restrictions within its respective service area where duplication of service or potential revenue loss may occur, including:

BEAUMONT will limit BANNING to no more than three buses per hour at the Walmart Transfer Station; and

BANNING will limit BEAUMONT to no more than three buses per hour at the San Gorgonio Memorial Hospital bus stop.

Neither party will board passengers at any other bus stop within the other party's jurisdiction.

D. Each party shall be responsible for obtaining any required licenses or permits and paying any necessary fees in order to establish bus stops, install amenities or operate service in either service area.

ARTICLE 4. FARES

Fares may vary in accordance with adopted policies of each party. Each party shall retain all fares collected in the operation of their service.

ARTICLE 5. TRANSFER CONNECTIONS

BANNING and BEAUMONT agree to facilitate minimization of passenger waiting time, and both parties shall coordinate schedules whenever practical.

ARTICLE 6. TRANSFER

A. BANNING shall accept BEAUMONT'S transfer tickets or media valued at BANNING'S base fare for that service toward BANNING'S regular fixed route service at the Walmart Transfer Station and San Gorgonio Hospital bus stop. In the event that BEAUMONT'S base fare is valued at more than BANNING'S base fare, no change or credit will be due to the passenger. Passengers are not required to top-up their fare to cover any shortfall between the BEAUMONT'S and BANNING'S base fares. Transfer media includes a one-time transfer ticket issued by BEAUMONT.

B. BEAUMONT shall accept BANNING'S transfer tickets or media valued at BEAUMONT'S base fare for that service toward BEAUMONT'S regular fixed route service at the Walmart Transfer Station and San Gorgonio Hospital bus stop. In the event that BANNING'S base fare is valued at more than BEAUMONT'S base fare, no change or credit will be due to the passenger. Passengers are not required to top-up their fare to cover any shortfall between the BANNING'S and BEAUMONT'S base fares. Transfer media includes a one-time transfer ticket issued by BANNING.

C. BANNING shall accept BEAUMONT'S Commuter plus Local Day or Monthly Passes as transfer media for a one-dollar (\$1) discount on BANNING'S Commuterlink buses with their applicable premium fare.

D. BEAUMONT shall accept BANNING'S Commuter plus Local Day or Monthly Passes as transfer media for a one-dollar (\$1) discount on BEAUMONT'S Commuterlink buses with their applicable premium fare.

E. The transfer ticket or media shall not be issued on or valid on Dial-A-Ride or other curb-to-curb service.

F. Until such time as both agencies use electronic fare media (e.g. phone applications), such as Token Transit, electronic fare media is excluded from this agreement.

G. Each party shall accept the other party's valid employee identification, on all fixed route and commuter services in lieu of payment of fare.

H. BANNING shall accept BEAUMONT'S Military Veteran Identification for purchase of BANNING'S reduced Veterans Fares.

I. BEAUMONT shall accept BANNING'S Military Veteran Identification for purchase of BEAUMONT'S reduced Veterans fares.

ARTICLE 7. OPERATIONAL INFORMATION

Each party shall formally inform the designated representative of each City of

future plans for route and schedule changes, exclusive of temporary demand and emergency situations, no later than 30 days before the changes are scheduled to be implemented.

ARTICLE 8. CONTROL AND RESPONSIBILITY

A. Each party to this Agreement, in its operations pursuant hereto, is acting as an independent contractor and agrees to defend, indemnify and hold the other party, including its officers, directors, employees, agents, subcontractors and suppliers, harmless from and against all claims, losses, damages and expenses, including attorney's fees, on account of any loss, damage or claim, including bodily injury to or death of any person, or for property damage arising out of such party's performance of services described in this Agreement, unless, and to the extent, caused by the negligence, gross negligence or intentional conduct of the other party.

B. Each party to this agreement shall indemnify, defend and hold harmless the other party, including its officers, directors, employees, agents, subcontractors and suppliers, from and against any and all liability or expense including any claim of liability and any and all losses or costs, including legal expenses and costs of expert witnesses and consultants, that may be imposed by the other party solely by virtue of the provisions of Section 895.2 of the California Government Code.

ARTICLE 9. SERVICE TO BE OPERATED

Neither party may operate duplicating services in the other's jurisdiction without the written approval of the other party's elected city council. Every attempt shall be made to coordinate alignments, schedules, stops, fare policies, and route planning for the safety and convenience of the public and in accordance with Article 5 – Relationships Between Operators – of the Transportation Development Act.

ARTICLE 10. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

Each party shall be solely responsible for complying with the Americans with Disabilities Act of 1991 (ADA) as amended, including the provision of parallel ADA demand response service along each party's fixed routes operated in the other party's service area.

ARTICLE 11. NO MONETARY CLAIMS

Neither party shall have any claims against or liabilities to the other party on account of expenses incurred or revenues received or lost as a result of this Agreement except as otherwise provided to the contrary herein.

ARTICLE 12. TERMS OF THE AGREEMENT

This Agreement shall be effective on July 1, 2020, or the date of full execution by both parties, whichever date is later, and will remain in effect for a term of one year. Prior to December 15th of the existing year, both parties will meet at least once to discuss coordination of services for the following fiscal year, as well as to discuss an extension of this agreement by an additional subsequent term for one year. Notwithstanding the forgoing sentence, either party may terminate this agreement by giving 60 days written notice to the other party.

ARTICLE 13. GOVERNING LAW; SEVERABILITY.

This Agreement is in all respects governed by California law and venue for any dispute shall be in Riverside County. If any article, section, part or sentence of this Agreement or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

ARTICLE 14. INSURANCE.

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

ARTICLE 15. COMPLIANCE WITH LAWS.

Each party shall observe and comply with the Transportation Development Act of 1971, all other applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by either party must be in accordance with these laws, ordinances, codes and regulations.

ARTICLE 16. NOTIFICATION AND MAILING ADDRESSES

Any requests and demands made between the parties pursuant to this Agreement are to be directed as follows:

CITY OF BEAUMONT:
550 East 6th Street
Beaumont, CA 92223
Attn: Todd Parton
City Manager
(951) 769-8520

CITY OF BANNING:
99 East Ramsey Street
Banning, CA 92220
Attn: Doug Schulze
City Manager
(951) 922-3104

Any notices of service and schedule changes are to be directed as follows:

CITY OF BEAUMONT:
550 East 6th Street
Beaumont, CA 92223
Attn: Elizabeth Gibbs
Community Services Director
(951) 769-8521

CITY OF BANNING:
99 East Ramsey Street
Banning, CA 92220
Attn: Art Vela
Public Works Director
(951)922-3130

ARTICLE 17. ENTIRE AGREEMENT.

The terms and conditions of this Agreement represents the entire agreement between the parties with respect to its subject matter. This Agreement shall supersede any and all prior contracts between the parties, regarding the subject matter of this Agreement. The terms and conditions of this Agreement shall not be altered or otherwise modified except by a written amendment executed by both parties.

ARTICLE 18. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended to, and shall not be interpreted to, create any rights or establish any standard of care with regards to any third party who is not a signatory and party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

CITY OF BEAUMONT

CITY OF BANNING

By _____
Rey Santos, Mayor

By _____
Daniela Andrade, Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By _____
John O. Pinkney, City Attorney

By _____
Kevin G. Ennis, City Attorney



Staff Report

TO: City Council
FROM: Jeff Mohlenkamp, Finance Director
DATE: June 16, 2020
SUBJECT: Approval of Gann Limit for FY 2020-21

Background and Analysis:

In November 1979, Proposition 4 (Gann Initiative) was adopted by the State of California. Proposition 4 created Article XIII B of the State Constitution placing limits on the amount of revenue which can be spent by all entities of government. Proposition 4 was modified by Proposition 111 in June 1990. Proposition 111 provided new adjustment formulas for the calculation of the annual appropriations limit.

The appropriations limit is based on actual appropriations during the 1978-79 fiscal year and is increased each year using the growth of population and inflation. Not all revenues are restricted by the appropriations limit, only those that are referred to as “proceeds of taxes.”

The limit is calculated by taking the prior year’s limit and applying growth factors as appropriate. The growth factors are determined by 1) the change in population in either the City or the County, and 2) the change in per capita income or non-residential new construction.

These growth factors increased the appropriations limit from \$88,187,926 for FY 2019-20 to \$95,703,509 for FY 2020-21.

As Identified in Attachment A, the revenues subject to the appropriation limit for FY 2020-21 total \$18,311,953. The City is well below the Gann limit for the upcoming fiscal year.

Fiscal Impact:

There is no fiscal impact from this agenda item.

Recommended Action:

Waive the full reading and adopt by title only a “Resolution of the City Council of the City of Beaumont, approving the Appropriation Limit for the 2020-21 Fiscal Year.”

Attachments:

- A. Appropriation Limit Calculation for the Fiscal Year ending June 30, 2021.
- B. Resolution of the City Council approving the FY 2020-21 Appropriation Limit

CITY OF BEAUMONT
APPROPRIATION LIMIT CALCULATION
FOR THE YEAR ENDING JUNE 30, 2021

APPROPRIATION LIMIT JUNE 30, 2020		\$ 88,187,926
PRICE CHANGE (1):		
PER CAPITA INCOME	4.63%	
NON-RESIDENTIAL		
NEW CONSTRUCTION	<u>2.87%</u>	
GREATER OF TWO OPTIONS		4.63%
POPULATION CHANGE (2):		
BEAUMONT 1/1/20	3.72%	
RIVERSIDE COUNTY 1/1/20	<u>0.83%</u>	
GREATER OF TWO OPTIONS		3.72%
CALCULATION FACTOR FOR JUNE 30, 2020		
PER CAPITA PERCENTAGE INCREASE		1.0463
POPULATION PERCENTAGE INCREASE		<u>1.0372</u>
TOTAL (PER CAPITA x POPULATION)		<u>1.08522236</u>
GROSS APPROPRIATION LIMIT JUNE 30, 2021		\$ 95,703,509
ADJUSTMENTS:		<u>0</u>
APPROPRIATIONS LIMIT FOR 2020-2021		\$ 95,703,509
PROCEEDS OF TAXES SUBJECT TO APPROPRIATION		<u>18,311,953</u>
AMOUNT LIMIT EXCEEDS TAXES SUBJECT TO LIMIT		<u><u>\$ 77,391,556</u></u>

CONCLUSION: THE CITY HAS NOT EXCEEDED ITS APPROPRIATION LIMIT FOR THE '19-'20 YEAR.
THE CITY WILL NOT EXCEEDED ITS APPROPRIATION LIMIT FOR THE '20-'21 YEAR.

(1) ALLOWED TO USE THE LARGER OF THE STATE'S PER CAPITA INCOME INCREASE OR THE CITY'S INCREASE IN TAXABLE PROPERTY VALUES DUE TO NON-RESIDENTIAL CONSTRUCTION AS A PERCENTAGE OF THE TOTAL TAXABLE VALUE INCREASE.

(2) ALLOWED TO USE THE LARGER OF CITY'S OR COUNTY'S PERCENTAGE POPULATION INCREASE

RESOLUTION NO. 2020-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT,
CALIFORNIA APPROVING THE APPROPRIATION LIMIT FOR THE 2020-21
FISCAL YEAR**

WHEREAS, Article XIII B of the Constitution of the State of California was adopted in November 1979, establishing Proposition 4, placing limits on the amount of revenue which can be appropriated by any governmental agency in any fiscal year; and

WHEREAS, Proposition 111 was adopted in June 1990, amending Proposition 4, to change adjustments factor's to using the greater of the percentage change in population in the City or the County, and greater of the percentage change in per capita income or non-residential new construction; and

WHEREAS, the percentage change in population was 3.72% in the City of Beaumont and the percentage change in State per capital personal income was 4.63%, and

WHEREAS, the "proceeds of taxes" for the City of Beaumont will not exceed the appropriations limit for fiscal year 2020-21,

NOW, THEREFORE IT IS HEREBY RESOLVED, by the City Council of the City of Beaumont, California, as follows:

Section 1. That the appropriations limit for the City of Beaumont for Fiscal Year 2019-20 shall be \$95,703,509 and

Section 2. That the adjustment factors used in calculating the new limit shall be the percentage changes 1) in the population of the City of Beaumont, and 2) State per capita personal income change over prior year

MOVED, PASSED AND ADOPTED this 16th day of June 2020, by the following vote:

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

Rey Santos, Mayor

ATTEST:

Deputy City Clerk



Staff Report

TO: City Council
FROM: Jeff Mohlenkamp, Finance Director
DATE: June 16, 2020
SUBJECT: **FY 2020 General Fund and Wastewater Fund update through April 2020**

Background and Analysis:

Staff has updated the General Fund and Wastewater Fund budget to actual for activity through April 30, 2020. This constitutes 10 months of activity.

The summary schedules and analysis of budget to actual activity is included as Attachments A (General Fund) and Attachment B (Wastewater Fund) to this report.

Fiscal Impact:

There is no fiscal impact associated with this item.

Recommended Action:

It is recommended the City Council receive and file the updated financial schedules.

Attachments:

- A. FY 2019-20 General Fund Summary – budget to actual through April 2020
- B. FY 2019-20 Wastewater Fund Summary – budget to actual through April 2020



Budget Comparison Report

FT 2020 General Fund Budget to Actual through April

SubCategory	Parent Budget						NOTES
	2017-2018 YTD Activity Through Per	2018-2019 YTD Activity Through Per	2019-2020 YTD Activity Through Per	2019-2020 REV 2	FY 2019-20 Year End Estimate		
Fund: 100 - GENERAL FUND							
Category: 40 - TAXES							
Revenue							
400 - Real Property Taxes	\$ 3,365,384	\$ 3,611,638	\$ 3,795,417	\$ 4,823,562	\$ 5,607,000		Large payment received in May
403 - Personal Property Taxes	\$ -	\$ -	\$ 254,416	\$ 228,000	\$ 254,416		
406 - Franchise Fees	\$ 690,819	\$ 713,958	\$ 7,829,679	\$ 7,953,875	\$ 8,033,000		Most of this already received
409 - Sales Taxes	\$ 3,589,538	\$ 3,766,531	\$ 3,871,886	\$ 5,436,227	\$ 5,029,000		Large payments generally received in May and June/ expected to be less due to Covid-19
420 - Other Taxes	\$ 3,531,035	\$ 3,798,722	\$ 3,953,793	\$ 6,896,381	\$ 7,182,172		Large payment to be received in June
Total Revenue:	\$ 11,176,775	\$ 11,890,848	\$ 19,705,191	\$ 25,338,045	\$ 26,105,588		
Total Category: 40 - TAXES:	\$ 11,176,775	\$ 11,890,848	\$ 19,705,191	\$ 25,338,045	\$ 26,105,588		
Category: 41 - LICENSES							
Revenue							
430 - Business Licenses	\$ 64,865	\$ 102,112	\$ 153,388	\$ 214,221	\$ 257,405		Larger payments received in May and June - renewals
Total Revenue:	\$ 64,865	\$ 102,112	\$ 153,388	\$ 214,221			
Total Category: 41 - LICENSES:	\$ 64,865	\$ 102,112	\$ 153,388	\$ 214,221	\$ 257,405		
Category: 42 - PERMITS							
Revenue							
450 - Building Permits	\$ 1,381,699	\$ 3,595,614	\$ 1,816,401	\$ 3,349,500	\$ 1,857,700		
453 - Inspections	\$ 1,286,178	\$ 244,208	\$ 171,895	\$ 1,080,100	\$ 197,500		
456 - Other Permits	\$ 549,705	\$ 567,287	\$ 372,586	\$ 738,285	\$ 574,260		
Total Revenue:	\$ 3,217,583	\$ 4,407,109	\$ 2,360,882	\$ 5,167,885	\$ 2,629,460		
Total Category: 42 - PERMITS:	\$ 3,217,583	\$ 4,407,108	\$ 2,360,883	\$ 5,167,885	\$ 2,629,460		
Category: 45 - INTERGOVERNMENTAL							
Revenue							
465 - State	\$ 7,288	\$ 20,062	\$ -	\$ 21,288	\$ -		
470 - Local	\$ -	\$ 9,257	\$ 2,550	\$ -	\$ 2,550		
Total Revenue:	\$ 7,288	\$ 29,319	\$ 2,550	\$ 21,288			
Total Category: 45 - INTERGOVERNMENTAL:	\$ 7,288	\$ 29,319	\$ 2,550	\$ 21,288	\$ 2,550		

SubCategory	2017-2018 YTD Activity Through Per	2018-2019 YTD Activity Through Per	2019-2020 YTD Activity Through Per	2019-2020 REV 2	
Category: 47 - CHARGES FOR SERVICE					
Revenue					
500 - Sanitation	\$ 5,249,317	\$ 5,872,539	\$ 137,488	\$ -	\$ 137,488
505 - Animal Control	\$ 150,913	\$ 80,984	\$ 76,906	\$ 118,000	\$ 89,500
510 - Community Development	\$ 3,679	\$ 5,062	\$ 5,144	\$ 5,000	\$ 5,700
515 - Public Works	\$ 41,769	\$ 9,166	\$ 9,712	\$ 13,000	\$ 10,100
525 - Abatements	\$ 37,386	\$ 20,904	\$ 40,412	\$ 66,000	\$ 49,500
530 - Public Safety	\$ 206,209	\$ 222,374	\$ 181,635	\$ 259,460	\$ 245,000
535 - Facilities	\$ 153,446	\$ 159,195	\$ 97,763	\$ 125,000	\$ 99,000
540 - Programs	\$ 104,472	\$ 101,893	\$ 77,882	\$ 110,500	\$ 82,000
545 - Other	\$ 51,413	\$ 97,024	\$ 136,927	\$ 68,450	\$ 161,500
Total Revenue:	\$ 5,998,603	\$ 6,569,141	\$ 763,870	\$ 765,410	\$ 879,788
Total Category: 47 - CHARGES FOR SERVICE:	\$ 5,998,603	\$ 6,569,141	\$ 763,870	\$ 765,410	\$ 879,788
Category: 50 - FINES AND FORFEITURES					
Revenue					
555 - Vehicle	\$ 70,509	\$ 58,531	\$ 62,323	\$ 111,780	\$ 71,300
557 - Other	\$ 1,841	\$ 22,717	\$ 25,160	\$ 22,070	\$ 29,500
Total Revenue:	\$ 72,350	\$ 81,248	\$ 87,483	\$ 133,850	\$ 100,800
Total Category: 50 - FINES AND FORFEITURES:	\$ 72,350	\$ 81,248	\$ 87,483	\$ 133,850	\$ 100,800
Category: 53 - COST RECOVERY					
Revenue					
465 - State	\$ -	\$ 8,889	\$ 24,870	\$ -	\$ 29,400
565 - Other Income	\$ 323,167	\$ 456,544	\$ 408,368	\$ -	\$ 469,400
Total Revenue:	\$ 323,167	\$ 465,434	\$ 433,238	\$ -	\$ 498,800
Total Category: 53 - COST RECOVERY:	\$ 323,167	\$ 465,434	\$ 433,238	\$ -	\$ 498,800
Category: 54 - MISCELLANEOUS REVENUES					
Revenue					
560 - Investment Earnings	\$ 4,397	\$ 1,313	\$ 106,259	\$ 1,000	\$ 127,500
565 - Other Income	\$ 26,687	\$ 16,335	\$ 157,232	\$ 146,500	\$ 162,000
Total Revenue:	\$ 31,085	\$ 17,648	\$ 263,491	\$ 147,500	\$ 289,500
Total Category: 54 - MISCELLANEOUS REVENUES:	\$ 31,085	\$ 17,648	\$ 263,491	\$ 147,500	\$ 289,500
Category: 58 - OTHER FINANCING SOURCES					
Revenue					
595 - Sale of Assets	\$ 5,342	\$ 20,629	\$ 27,431	\$ 5,000	\$ 27,431
599 - Other	\$ -	\$ 7,500	\$ -	\$ -	\$ -
Total Category: 58 - OTHER FINANCING SOURCES:	\$ 5,342	\$ 28,129	\$ 27,431	\$ 5,000	\$ 27,431
Category: 90 - TRANSFERS					
900 - Transfers	\$ (21,611)	\$ 129,892	\$ 1,848,753	\$ 6,121,237	\$ 6,121,237
All transfers will occur by end of June					
Total Revenues	\$ 20,875,447	\$ 23,720,880	\$ 25,646,277	\$ 37,914,436	\$ 36,912,559

Category: 60 - PERSONNEL SERVICES

Expense									
600 - SALARIES AND WAGES	\$	7,882,073	\$	8,976,618	\$	9,648,324	\$ 12,724,112	\$ 11,080,000	Tracking well under budget
610 - BENEFITS	\$	3,407,152	\$	4,163,554	\$	5,030,612	\$ 6,559,431	\$ 6,365,551	
615 - OTHER	\$	346,396	\$	614,120	\$	689,082	\$ 469,089	\$ 769,000	Tracking over budget/ workers comp is largest piece of this
Total Expense:	\$	11,635,622	\$	13,754,292	\$	15,368,018	\$ 19,752,632	\$ 18,214,551	
Total Category: 60 - PERSONNEL SERVICES:	\$	11,635,622	\$	13,754,292	\$	15,368,018	\$ 19,752,632	\$ 18,214,551	

Category: 65 - OPERATING COSTS

Expense									
650 - UTILITIES	\$	1,124,960	\$	1,318,412	\$	1,342,101	\$ 2,014,300	\$ 1,702,000	
655 - ADMINISTRATIVE	\$	326,993	\$	305,990	\$	323,523	\$ 370,237	\$ 416,000	
660 - FLEET COSTS	\$	339,985	\$	274,733	\$	340,825	\$ 364,062	\$ 429,000	
665 - PROGRAM COSTS	\$	500,648	\$	467,142	\$	470,106	\$ 493,200	\$ 634,000	Higher level of expenditures expected in June
670 - REPAIRS AND MAINTENANCE	\$	284,958	\$	269,598	\$	267,823	\$ 538,039	\$ 362,000	
675 - SUPPLIES	\$	245,131	\$	268,059	\$	262,944	\$ 524,183	\$ 336,000	Higher level of expenditures expected in June
680 - SPECIAL SERVICES	\$	4,611,518	\$	5,249,832	\$	601,705	\$ 1,061,000	\$ 819,500	Higher level of expenditures expected in June
690 - CONTRACTUAL SERVICES	\$	2,762,283	\$	3,378,211	\$	4,197,948	\$ 6,529,503	\$ 5,770,000	Higher level of expenditures expected in June
697 - ADMIN OVERHEAD	\$	(525,000)	\$	(534,000)	\$	(562,500)	\$ (750,000)	\$ (750,000)	
699 - OTHER	\$	803,274	\$	978,567	\$	1,198,956	\$ 1,347,311	\$ 2,370,000	Higher level of expenditures expected in June
Total Category: 65 - OPERATING COSTS:	\$	10,474,752	\$	11,976,544	\$	8,443,430	\$ 12,491,835	\$ 12,088,500	

Category: 70 - CAPITAL IMPROVEMENTS

Expense									
700 - EQUIPMENT	\$	75,224	\$	222,816	\$	43,869	\$ 110,950	\$ 97,000	
703 - FURNITURE	\$	19,609	\$	-	\$	7,936	\$ 6,038	\$ 9,750	
705 - VEHICLE	\$	439,833	\$	84,694	\$	247,864	\$ 351,020	\$ 466,169	Some expenditures carried over from FY 2019
710 - STRUCTURE	\$	-	\$	8,019	\$	-	\$ -	\$ -	
750 - OTHER	\$	-	\$	-	\$	-	\$ -	\$ -	
Total Expense:	\$	534,667	\$	315,529	\$	299,668	\$ 468,009	\$ 572,919	
Total Category: 70 - CAPITAL IMPROVEMENTS:	\$	534,667	\$	315,529	\$	299,668	\$ 468,009	\$ 572,919	

Category: 77 - CONTINGENCY

770 - CONTINGENCY	\$	-	\$	30,000	\$	-	\$ 47,961	\$ -	
Total Category: 77 - CONTINGENCY:	\$	-	\$	30,000	\$	-	\$ 47,961	\$ -	
900 - Transfers Out	\$	-	\$	43,985	\$	45,194	\$ 154,000	\$ 154,000	

Total Expenses	\$	22,645,040	\$	26,090,350	\$	24,156,311	\$ 32,914,436	\$ 31,029,970
Revenues Less Expenses	\$	(1,769,593)	\$	(2,369,470)	\$	1,489,967	\$ 5,000,000	\$ 5,882,589

Overall Analysis: The General Fund is tracking to have a surplus (revenues exceeding expenses) of \$5.6 to \$6.3 million. This is largely due to the one-time \$5 million solid waste retention fee. Otherwise, revenues and expenditures are each tracking below budget with a surplus from operations expected to be \$882K.



City of Beaumont, CA

Budget Comparison Report

FY 2020 Wastewater Fund Budget to Actual through April

SubCategory	2017-2018 YTD Activity	2018-2019 YTD Activity	2019-2020 YTD Activity	Parent Budget	FY 2020	
				2019-2020 REV 2	Estimated Results	
Fund: 700 - WASTEWATER FUND						
Revenue						
Category: 50 - FINES AND FORFEITURES						
557 - Other	\$ -	\$ 9,000	\$ 1,000	\$ -	\$ 1,000	
Total Category: 50 - FINES AND FORFEITURES:	\$ -	\$ 9,000	\$ 1,000	\$ -		
Category: 53 - COST RECOVERY						
565 - Other Income	\$ 11,312	\$ -	\$ 6,236	\$ -	\$ 6,236	
Total Category: 53 - COST RECOVERY:	\$ 11,312	\$ -	\$ 6,236	\$ -		
Category: 54 - MISCELLANEOUS REVENUES						
560 - Investment Earnings	\$ -	\$ 70,544	\$ 40,158	\$ 75,000	\$ 61,907	
Total Category: 54 - MISCELLANEOUS REVENUES:	\$ -	\$ 70,544	\$ 40,158	\$ 75,000	\$ 61,907	
Category: 56 - PROPRIETARY REVENUES						
570 - WasteWater	\$ 5,342,401	\$ 5,821,919	\$ 6,742,574	\$ 9,862,625	\$ 10,010,000	4 of 6 payment received
Total Category: 56 - PROPRIETARY REVENUES:	\$ 5,342,401	\$ 5,821,919	\$ 6,742,574	\$ 9,862,625	\$ 10,010,000	
Category: 58 - OTHER FINANCING SOURCES						
595 - Sale of Assets	\$ -	\$ 635	\$ -	\$ -		
599 - Other	\$ -	\$ 831	\$ 780	\$ -	\$ 780	
Total Category: 58 - OTHER FINANCING SOURCES:	\$ -	\$ 1,466	\$ 780	\$ -	\$ 780	
Category: 90 - TRANSFERS						
900 - Transfers	\$ (3,725,106)	\$ (100,000)	\$ -	\$ -		
Total Category: 90 - TRANSFERS:	\$ (3,725,106)	\$ (100,000)	\$ -	\$ -		
Total Revenue:	\$ 1,628,607	\$ 5,802,929	\$ 6,790,749	\$ 9,937,625	\$ 10,079,923	Tracking slightly higher than budget
Expense						
Category: 60 - PERSONNEL SERVICES						
600 - SALARIES AND WAGES	\$ 150,985	\$ 470,877	\$ 922,470	\$ 1,313,356	\$ 1,094,791	
610 - BENEFITS	\$ 62,986	\$ 162,240	\$ 278,928	\$ 543,485	\$ 426,549	
615 - OTHER	\$ 2,383	\$ 8,131	\$ 15,071	\$ 38,528	\$ 44,356	
Total Category: 60 - PERSONNEL SERVICES:	\$ 216,353	\$ 641,248	\$ 1,216,469	\$ 1,895,369	\$ 1,565,696	Some personnel cost savings expected
Category: 65 - OPERATING COSTS						
650 - UTILITIES	\$ 532,734	\$ 652,134	\$ 598,916	\$ 827,618	\$ 709,141	
655 - ADMINISTRATIVE	\$ 96,763	\$ 114,878	\$ 102,223	\$ 90,946	\$ 139,750	
660 - FLEET COSTS	\$ 12,427	\$ 11,424	\$ 22,002	\$ 36,880	\$ 30,500	
670 - REPAIRS AND MAINTENANCE	\$ 25,315	\$ 43,940	\$ 43,720	\$ 115,500	\$ 59,000	
675 - SUPPLIES	\$ 153,804	\$ 190,391	\$ 158,998	\$ 321,610	\$ 213,000	

690 - CONTRACTUAL SERVICES	\$ 1,099,869	\$ 1,049,001	\$ 650,178	\$ 1,147,140	\$ 990,500
697 - ADMIN OVERHEAD	\$ 450,000	\$ 459,000	\$ 487,500	\$ 650,000	\$ 650,000
699 - OTHER	\$ 10,957	\$ 65,698	\$ 93,470	\$ 233,304	\$ 126,500
Total Category: 65 - OPERATING COSTS:	\$ 2,381,869	\$ 2,586,466	\$ 2,157,007	\$ 3,422,998	\$ 2,918,391
Operating costs trending well under budget					
Category: 70 - CAPITAL IMPROVEMENTS					
700 - EQUIPMENT	\$ -	\$ 69,588	\$ 29,498	\$ 10,000	\$ 59,498
750 - Contingency	\$ -	\$ -	\$ -	\$ 500,000	\$ 487,500
Total Category: 70 - CAPITAL IMPROVEMENTS:	\$ -	\$ 69,588	\$ 29,498	\$ 510,000	\$ 546,998
Category: 90 - TRANSFERS					
900 - Transfers	\$ -	\$ -	\$ 3,858,375	\$ 4,732,326	\$ 4,751,877
Total Category: 90 - TRANSFERS:	\$ -	\$ -	\$ 3,858,375	\$ 4,732,326	\$ 4,751,877
Total Expense:	\$ 2,598,222	\$ 3,297,302	\$ 7,261,350	\$ 10,560,693	\$ 9,782,962
Totals (Revenue less Expenses)	\$ (969,615)	\$ 2,505,627	\$ (470,601)	\$ (623,068)	\$ 296,961

Overall Evaluation: In the last summary, we were estimating a deficit of (\$100K) to (\$200K).
 Revenues are tracking higher than expected while expenditures are trending lower. Currently, we estimate a surplus of \$200K to \$300K.



Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE: June 16, 2020

SUBJECT: Performance Bond Exoneration for Bond No. 1058983 and 1058984 for K. Hovnanian Homes Tract 33096-6

Background and Analysis:

The developer, K. Hovnanian Homes, has completed street, sewer, and monumentation improvements within Tract 33096-6. The tract is part of the Four Seasons Specific Plan residential development located in the City of Beaumont, west of Highland Springs Avenue, and south of Potrero Boulevard. Attached are the bond exoneration documents submitted by the developer (see Attachment A and B). The bonded improvements associated with the tract are summarized in the table below.

Table 1. K Hovnanian Homes Bond Exoneration Summary				
Bond Number	Tract Map Number	Type of Improvement	Bond Type	Maintenance Bond Required
1058983	33096-6	Street and Sewer Improvements	Performance	Yes
1058984	33096-6	Monumentation	Performance	No

All tracts in the Four Seasons development are privately maintained by the homeowner's association, the City maintenance within the development are limited to sewer and streetlights. The homeowner's association maintains all other improvements.

Staff has verified the completion of the improvements and recommends that City Council approve and authorize the Mayor to exonerate the bonds and accept Maintenance Bond No. LICX1194621 to replace the performance bond for Tract 33096-6.

Fiscal Impact:

The cost to prepare this staff report is approximately \$650.

Recommended Action:

Accept Maintenance Bond No. LICX1194621 to replace Performance Bond No. 1058983.

Attachments:

- A. Bond exoneration application for Bond No.1058983, and associated street and sewer improvement plans
- B. Bond exoneration application for Bond No.1058984, and associated signed and stamped monument tie sheets
- C. Maintenance Bond No. LICX1194621 for street and sewer improvements



City of Beaumont

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

Case No. PW2020-0450
Receipt No. 970310
Fee \$ 484.43 App; 3000.00 Insp Fees
Date Paid 2/12/20

Inv. 7786

BOND EXONERATION APPLICATION

Bond Type: Performance Maintenance Final Monument Inspection Other: _____

1. Contact's Name KEVIN METCALFE Phone 949-236-1042

2. Contact's Address 400 EXCHANGE IRVINE CA 92602
City/State/Zip

5. Contact's E-mail KMETCALFE@KHOU.COM

3. Developer Name KHOUMNIAN HOMES Phone 714-368-4500
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 400 EXCHANGE IRVINE CA 92602
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):

Bond # 1058983 Tract 33096-6 STREET & SEWER IMPROVEMENTS

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

KEVIN METCALFE [Signature] 1-21-20
Print Name and Sign - Contact/Applicant Date

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

KEVIN METCALFE [Signature] 1-21-20
Print Name and Sign - Contact/Applicant Date

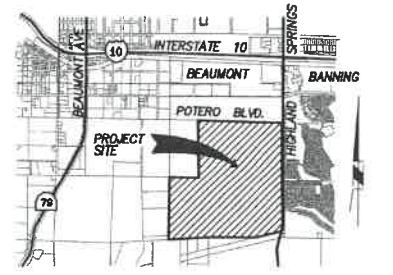
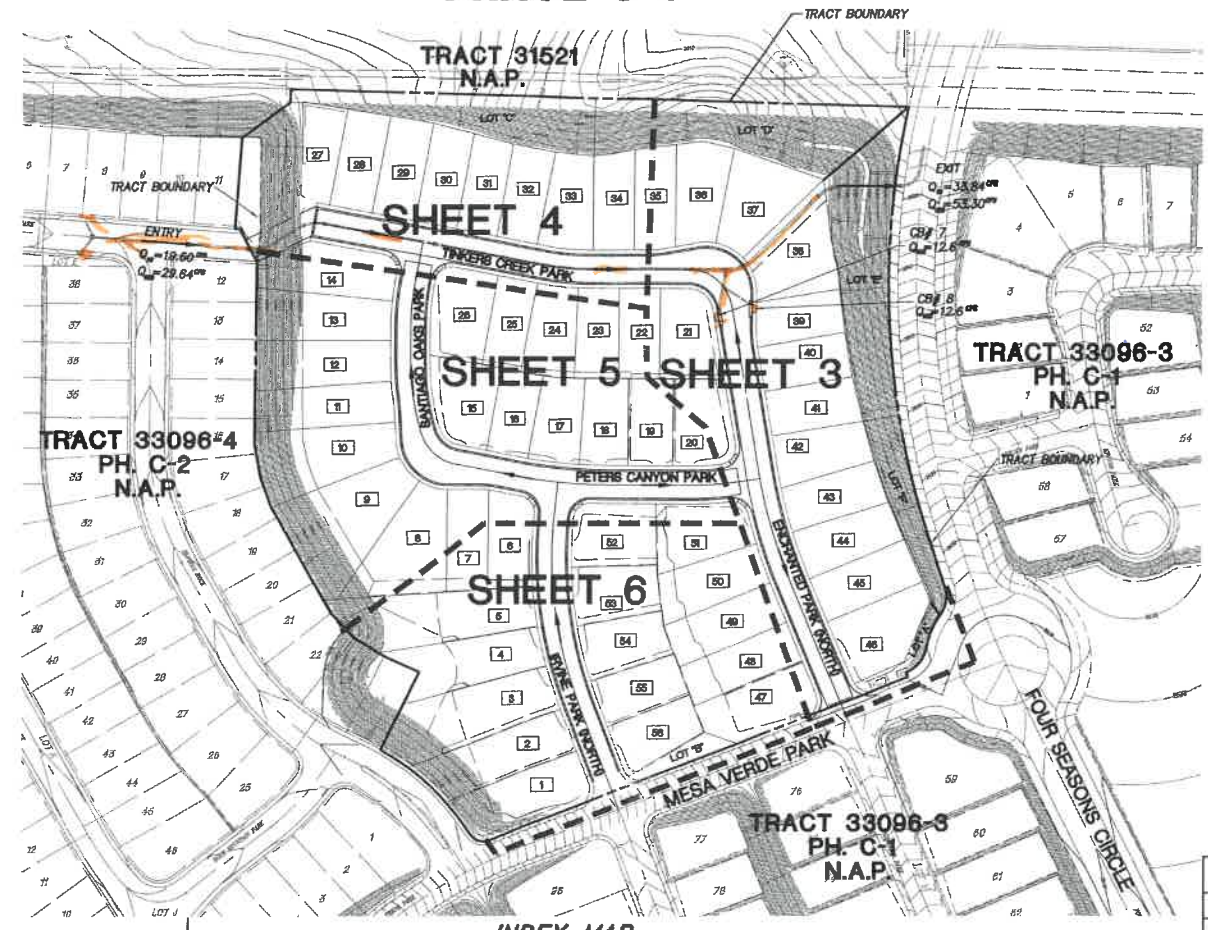
CITY OF BEAUMONT, CALIFORNIA STREET IMPROVEMENT PLANS FOR THE CONSTRUCTION OF K. HOVNANIAN'S FOUR SEASONS AT BEAUMONT TRACT NO. 33096-6 PHASE C-3

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 BEAUMONT 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 RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS.
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 AN 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 DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO RCD 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 RCD 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. 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 SECTION 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.
11. AS DETERMINED BY THE PUBLIC WORKS DIRECTOR, 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.
12. 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.
13. 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.
14. 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.
15. ALL STORM DRAIN, CATCH BASINS AND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES TO FILTER AND RETAIN SEDIMENT AND GRT, OIL AND GREASE, TO PREVENT POLLUTION IN STORM WATER RUNOFF IN COMPLIANCE WITH THE CITY OF BEAUMONT'S BEST MANAGEMENT PRACTICES AND THE BEAUMONT DRAINAGE MASTER PLAN FOR STORM WATER AS WELL AS BEST MANAGEMENT PRACTICES IDENTIFIED IN THE CURRENT REPORT OF WASTE DISCHARGE FOR RIVERSIDE COUNTY PERMITTEES.
16. DEVELOPER 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.
17. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS AND ROAD RIGHT OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED AND CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ON SITE.
18. 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.
19. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.

LEGEND/ABBREVIATIONS

EP	EDGE OF PAVEMENT	BCR	BEGIN CURB RETURN
LP	LOW POINT	ECR	END CURB RETURN
HP	HIGH POINT	MOC	MIDDLE OF CURVE
GB	GRADE BREAK	HGL	HYDRAULIC GRADE LINE
BC	BEGIN CURVE	PRC	POINT OF REVERSE CURVATURE
EC	END CURVE	PCC	POINT OF COMPLEX CURVATURE
INV	INVERT	SNK	SIDEWALK
CB	CATCH BASIN	TAN	TANGENT GRADE
RCP	REINFORCED CONCRETE PIPE	PIG	POINT IN GUTTER
PVC	POLYVINYLCHLORIDE (PIPE)	RP	RADIUS POINT
LF	LINEAR FEET	R/W	RIGHT OF WAY
BP	BEGIN PIPE	---	CENTERLINE
EP	END PIPE	---	CROSS GUTTER
MH	MANHOLE	---	DIRECTION OF STREET FLOW
INT	INTERSECTION	---	SIDEWALK, CURB & GUTTER
TG	TOP OF GRATE	---	HANDICAP ACCESS RAMP
OC	ON CURB	---	LOT LINES
TC	TOP OF CURB	---	STREET LIGHT
FL	FLOWLINE	---	SHEET NUMBER
DW	DOMESTIC WATER	---	LOT NUMBER
SD	STORM DRAIN		
SS	SANITARY SEWER		
FH	FIRE HYDRANT		
R/W	RIGHT OF WAY		



INDEX OF SHEETS

SHEET	DESCRIPTION
1	TITLE SHEET, VICINITY/LOCATION INDEX MAPS, & NOTES
2	STREET SECTIONS AND DETAILS
3-6	STREET IMPROVEMENT PLAN

CONSTRUCTION NOTES & QUANTITY ESTIMATES

NO.	DESCRIPTION	UNIT	QTY.
10	CONSTRUCT 3" AC OVER 6" CLASS II AGG. BASE	SF	67,085
11	CONSTRUCT 6" P.C.C. MODIFIED ROLLED CURB AND GUTTER PER DETAIL ON SHEET 2	LF	3,876
18	CONSTRUCT P.C.C. CURB RAMP CASE B PER COUNTY OF RIVERSIDE STD. NO. 403 AND STATE TITLE 24	EA	8
19	CONSTRUCT CROSS GUTTER AND SPANDREL PER COUNTY OF RIVERSIDE STD. DWG. NO. 209	SF	2,383
20	CONSTRUCT LOCAL DEPRESSION PER TYPICAL LOCAL DEPRESSION DETAIL ON SHEET 2	EA	2
21	CONSTRUCT MODIFIED P.C.C. SIDEWALK (1/2"-5" FROM THEORETICAL CURB FACE TO BACK OF WALK) PER COUNTY OF RIVERSIDE STD. NO. 401.	SF	17,587
25	STREET LIGHT PER SEPARATE PLAN	EA	-

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: *Donald P. Brooks* DATE: 4-18-11
 LICENSE NO. 41829 EXP. 03-31-12

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING & MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

DEVELOPER:

K. HOVNANIAN'S FOUR SEASONS AT BEAUMONT, LLC
 A CALIFORNIA LIMITED LIABILITY COMPANY

2485 CAMPUS DRIVE
 IRVINE, CA 92612
 (949) 660-1130

24-HOUR CONTACT PERSON - KYLE SHEPHERD: (760)272-9523

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

NOTE:
 SEE SEPARATE PLANS FOR CATCH BASINS, CONNECTOR PIPES, AND STORM DRAIN SYSTEM DESIGNS.

DIG ALERT
 DIAL A TOLL FREE (800) 227-2600
 At Least Two Working Days Before You Dig

BENCHMARK CITY OF BEAUMONT NO. 14.A.82
 DESCRIPTION: 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 14". LOCATED AT THE SLY SIDE OF 6TH STREET 235' WLY OF CENTERLINE INTERSECTION ALLEGHENY AVENUE
 ELEV.= 2590.838 (1982)

BY	MARK	DATE	DESCRIPTION	APPR. DATE
ENGINEER			REVISIONS	CITY

SB&O
 PLANNING ENGINEERING SURVEYING
 41688 E. 11th Street, Suite 1100
 Torrance, CA 90504
 (310) 555-8500
 (310) 555-8901 Fax

DATE: 4-18-11
 R.C.E. 41829 EXP. 03-31-12

DESIGN BY: D.R.B.
 DRAWN BY: R.L.F.
 CHECKED BY: D.R.B.
 SCALE: PER PLAN
 DATE: 3/30/11
 JOB NUMBER: 68822.10

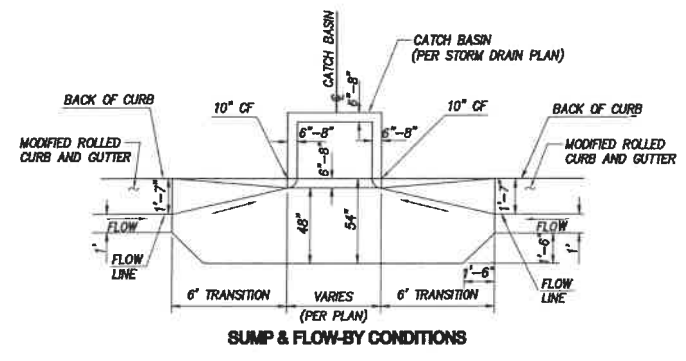
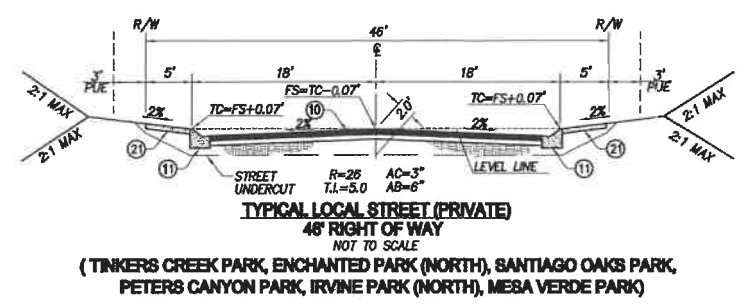
Reviewed By: *[Signature]* Date: 4/1/11
 Recommended for Approval By: *[Signature]* Date: 4/1/11
 Approved By: *[Signature]* Date: 4/27/11

City of Beaumont, Public Works Department
 Engineering Division

CITY OF BEAUMONT, CALIFORNIA
 STREET IMPROVEMENT PLANS
 TRACT 33096-6, PH C-3
 TITLE SHEET • VICINITY MAP • GENERAL NOTES
 • LOCATION MAP • INDEX MAP

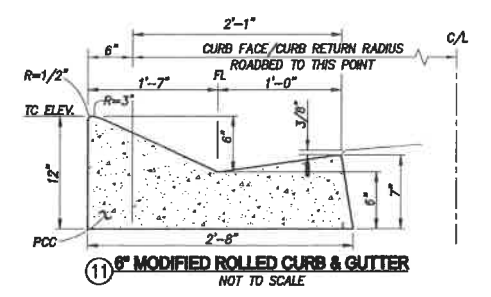
SUPERSEDES PLAN FILE #1731
 FOR: K. HOVNANIAN

SHEET 1 OF 6 SHEETS
 DRAWING NAME: 1731-A



CONSTRUCTION NOTES

- ⑩ CONSTRUCT 3" AC OVER 6" CLASS II AGG. BASE
- ⑪ CONSTRUCT 6" P.C.C. MODIFIED ROLLED CURB AND GUTTER PER DETAIL ON SHEET 2
- ⑫ CONSTRUCT P.C.C. CURB RAMP CASE B PER COUNTY OF RIVERSIDE STD. NO. 403 AND STATE TITLE 24
- ⑬ CONSTRUCT CROSS GUTTER AND SPANDREL PER COUNTY OF RIVERSIDE STD. DWG. NO. 209
- ⑭ CONSTRUCT LOCAL DEPRESSION PER TYPICAL LOCAL DEPRESSION DETAIL ON SHEET 2
- ⑮ CONSTRUCT MODIFIED P.C.C. SIDEWALK (W=5' FROM THEORETICAL CURB FACE TO BACK OF WALK) PER COUNTY OF RIVERSIDE STD. NO. 401.
- ⑯ STREET LIGHT PER SEPARATE PLAN



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 REVISIONS TO THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
SEE SEPARATE PLANS FOR CATCH BASINS, CONNECTOR PIPES, AND STORM DRAIN SYSTEM DESIGNS.

DIG ALERT
DIAL TOLL FREE 1(800) 227-2600
At Least Two Working Days Before You Dig
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BENCHMARK: CITY OF BEAUMONT NO. 14.A.82
DESCRIPTION: 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 14". LOCATED AT THE SLY SIDE OF 6TH STREET 235' WLY OF CENTERLINE INTERSECTION ALLEGHENY AVENUE
ELEV.= 2590.838 (1982)

BY	MARK	DATE	DESCRIPTION	APPR. DATE
ENGINEER			REVISIONS	CITY

SB&O INC.
PLANNING ENGINEERING SURVEYING
41880 Enterprises Circle North, Suite 1200
Torrance, CA 90503
(310) 556-6500
(310) 556-6503 Fax

DATE: 4-10-11
R.C.E. 41829 * EXP. 03-31-12

REGISTERED PROFESSIONAL ENGINEER
DONALD R. BROOKS
No. 41829
Exp. 3/31/12
CIVIL
STATE OF CALIFORNIA

DESIGN BY: D.R.B.
DRAWN BY: R.L.F.
CHECKED BY: D.R.B.
SCALE: PER PLAN
DATE: 3/30/11
JOB NUMBER: 68922.10

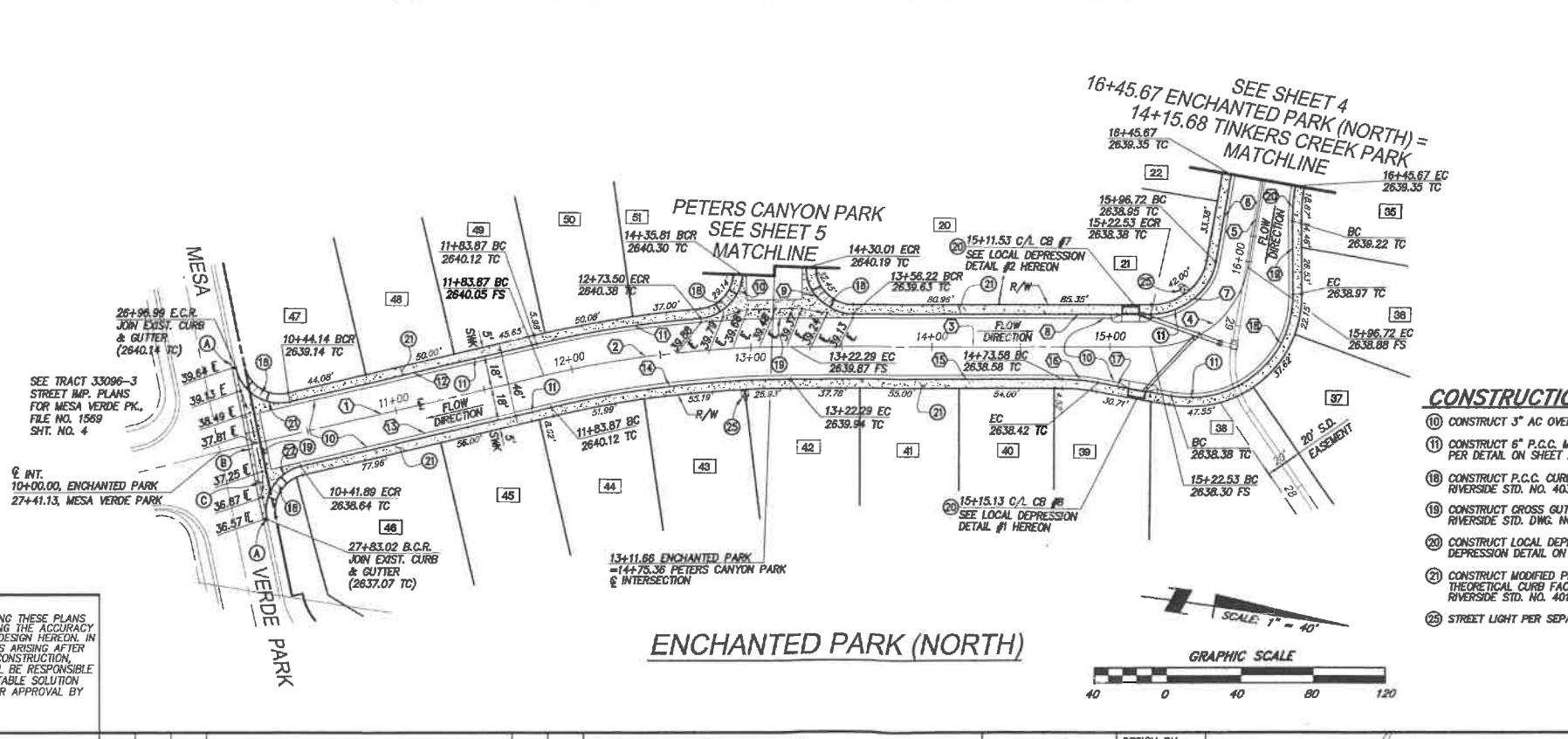
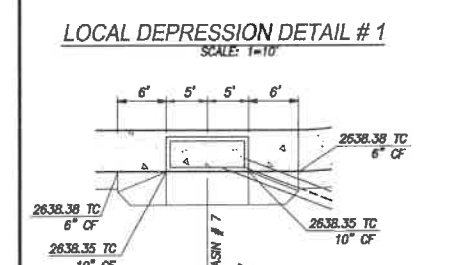
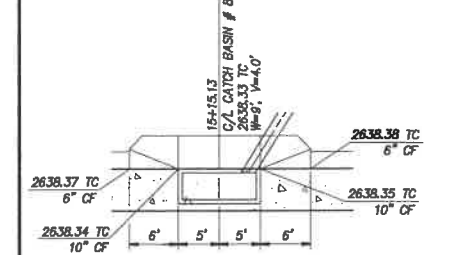
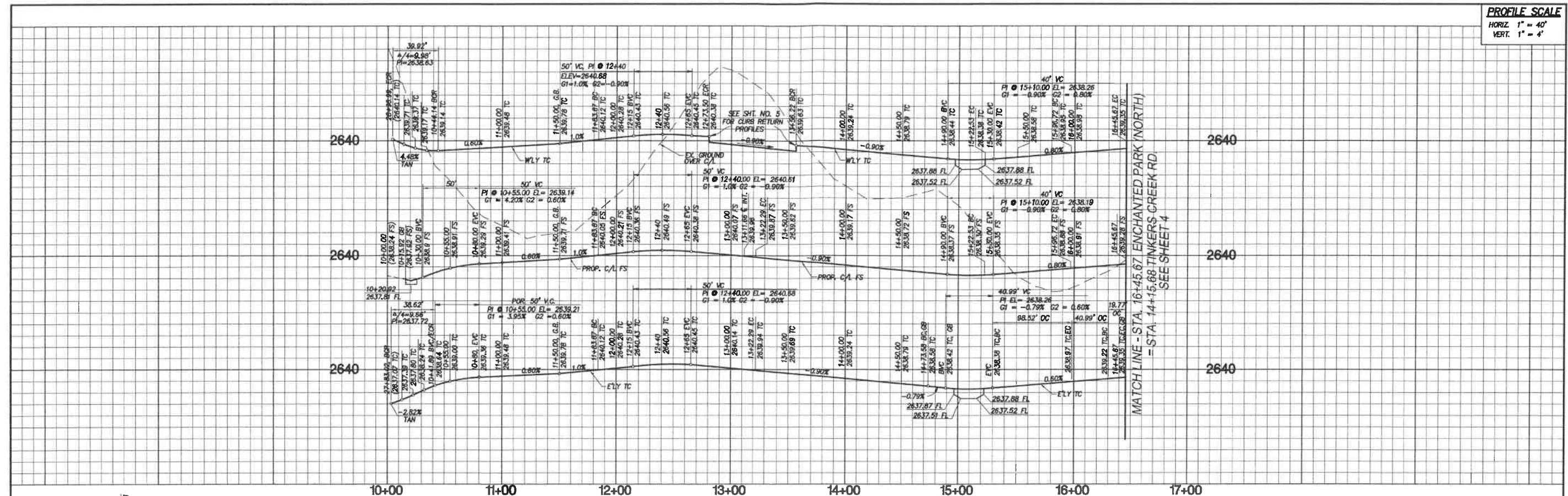
Reviewed By: [Signature] Date: 4/21/11
Recommended for Approval By: [Signature] Date: 4/21/11
Approved By: [Signature] Date: 4/29/11
Consulting Engineer

City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT 33096-6, PH C-3
TYPICAL SECTIONS - DETAILS
NOTES
SUPERSEDES PLAN FILE #1731
FOR: K. HOVNIANIAN

SHEET
2
OF 6 SHEETS
DRAWING NAME:
FILE NO.:
1731-A

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



LINE/CURVE DATA TABLE					
NO	BEARING/Delta	RADIUS	LENGTH	TANGENT	NOTE
1	N22°41'45"W	---	183.67'	---	ENCHANTED PARK C/L
2	137°3'04"	600.00'	138.42'	69.52'	ENCHANTED PARK C/L
3	N09°28'41"W	---	200.24'	---	ENCHANTED PARK C/L
4	S01°2'22"	53.00'	74.19'	44.64'	ENCHANTED PARK C/L
5	N89°41'03"W	---	48.95'	---	ENCHANTED PARK C/L
6	N89°41'03"W	---	48.95'	---	SOUTH CURB
7	S01°2'22"	35.00'	49.00'	29.48'	WEST CURB
8	N09°28'41"W	---	168.30'	---	WEST CURB
9	S2°28'12"	25.00'	40.57'	26.33'	WEST CURB
10	S3°28'17"	25.00'	36.42'	22.30'	WEST CURB
11	S8°33'32"	618.00'	92.32'	46.25'	WEST CURB
12	N22°41'45"W	---	139.73'	---	WEST CURB
13	N22°41'45"W	---	141.98'	---	EAST CURB
14	137°3'04"	582.00'	134.26'	67.43'	EAST CURB
15	N09°28'41"W	---	151.29'	---	EAST CURB
16	101°7'48"	110.00'	18.77'	9.91'	EAST CURB
17	N00°49'07"E	---	40.99'	---	EAST CURB
18	100°47'58"	56.00'	98.52'	67.69'	EAST CURB
19	N80°17'09"E	---	40.99'	---	EAST CURB
20	101°7'48"	110.00'	19.77'	9.91'	NORTH CURB
21	S12°5'11"	25.00'	38.92'	25.66'	WEST CURB
22	S8°30'09"	25.00'	38.62'	24.35'	EAST CURB

- CONSTRUCTION NOTES**
- 10) CONSTRUCT 3" AC OVER 6" CLASS II AGG. BASE
 - 11) CONSTRUCT 6" P.C.C. MODIFIED ROLLED CURB AND GUTTER PER DETAIL ON SHEET 2
 - 18) CONSTRUCT P.C.C. CURB RAMP CASE B PER COUNTY OF RIVERSIDE STD. NO. 403 AND STATE TITLE 24
 - 19) CONSTRUCT GROSS GUTTER AND SPANDREL PER COUNTY OF RIVERSIDE STD. DWG. NO. 209
 - 20) CONSTRUCT LOCAL DEPRESSION PER TYPICAL LOCAL DEPRESSION DETAIL ON SHEET 2
 - 21) CONSTRUCT MODIFIED P.C.C. SIDEWALK (W=5" FROM THEORETICAL CURB FACE TO BACK OF WALK) PER COUNTY OF RIVERSIDE STD. NO. 401.
 - 25) STREET LIGHT PER SEPARATE PLAN

- REMOVAL NOTES**
- A) SAWCUT EXISTING CURB & GUTTER
 - B) SAWCUT EXISTING ASPHALT PAVEMENT
 - C) REMOVE EXISTING CURB & GUTTER

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

NOTE:
 SEE SEPARATE PLANS FOR CATCH BASINS, CONNECTOR PIPES, AND STORM DRAIN SYSTEM DESIGNS.

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 REVISIONS TO THE PLANS FOR APPROVAL BY THE CITY.

DIG ALERT
 DIAL TOLL FREE (800) 227-2600
 At Least Two Working Days Before You Dig
 UNDERGROUND SERVICES ALERT OF BOSTONIAN CALIFORNIA

BENCHMARK: CITY OF BEAUMONT NO. 14.A.82
 DESCRIPTION: 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 14" LOCATED AT THE SLY SIDE OF 6TH STREET 235' WLY OF CENTERLINE INTERSECTION ALLEGHENY AVENUE
 ELEV= 2590.838 (1982)

BY	MARK	DATE	DESCRIPTION	APPR.	DATE
ENGINEER			REVISIONS	CITY	

SB&O INC.
 PLANNING ENGINEERING SURVEYING
 4108B Enterprise Circle North, Suite 120
 Temecula, CA 92590
 (951) 695-5800
 (951) 695-5801 Fax

DATE: 4-18-11
 R.C.E. 41829 EXP. 03-31-12

DESIGN BY: D.R.B.
 DRAWN BY: R.L.F.
 CHECKED BY: D.R.B.
 SCALE: PER PLAN
 DATE: 3/30/11
 JOB NUMBER: 68822.10

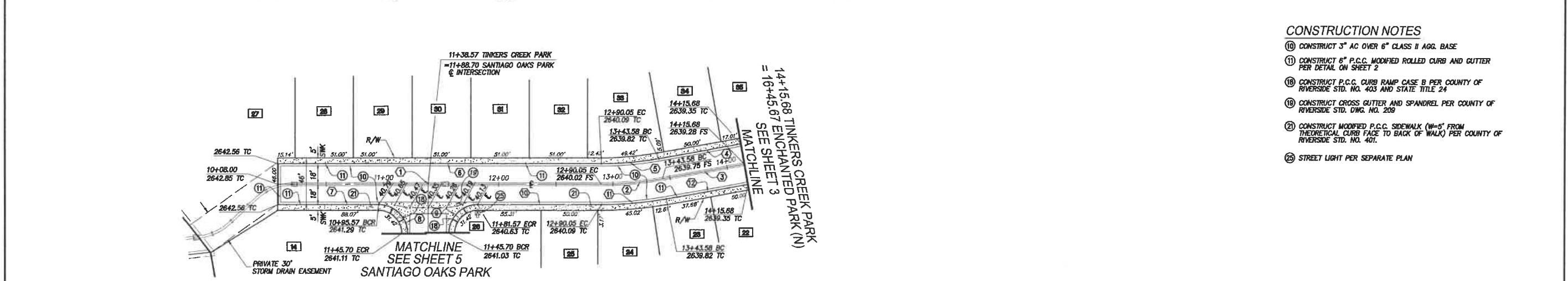
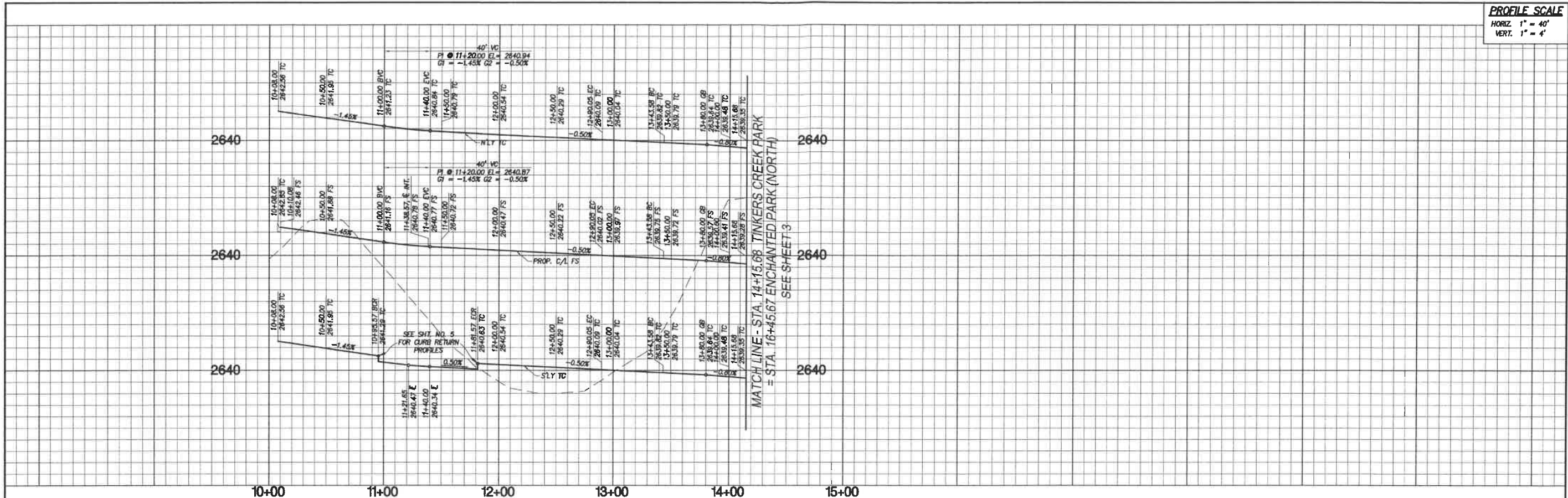
Reviewed By: [Signature] Staff Engineer Date: 4/2/11
 Recommended for Approval By: [Signature] Administrative Engineer Date: 4/1/11
 Approved By: [Signature] Consulting Engineer Date: 4-29-11

City of Beaumont, Public Works Department
 Engineering Division

CITY OF BEAUMONT, CALIFORNIA
 STREET IMPROVEMENT PLANS
 TRACT 33096-6, PH C-3
 ENCHANTED PARK (NORTH)
 10+00.00 TO 16+45.67
 SUPERSEDES PLAN FILE #1731
 FOR: K. HOVNIANIAN

SHEET
3
 OF 6 SHEETS
 DRAWING NAME:
 FILE NO.:
 1731-A

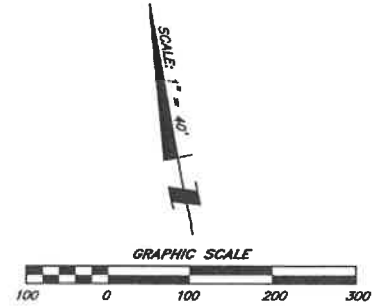
PROFILE SCALE
 HORIZ. 1" = 40'
 VERT. 1" = 4'



- CONSTRUCTION NOTES**
- ⑩ CONSTRUCT 3" AC OVER 6" CLASS II AGG. BASE
 - ⑪ CONSTRUCT 6" P.C.C. MODIFIED ROLLED CURB AND GUTTER PER DETAIL ON SHEET 2
 - ⑫ CONSTRUCT P.C.C. CURB RAMP CASE B PER COUNTY OF RIVERSIDE STD. NO. 403 AND STATE TITLE 24
 - ⑬ CONSTRUCT CROSS GUTTER AND SPANDREL PER COUNTY OF RIVERSIDE STD. DWG. NO. 209
 - ⑭ CONSTRUCT MODIFIED P.C.C. SIDEWALK (W=5' FROM THEORETICAL CURB FACE TO BACK OF WALK) PER COUNTY OF RIVERSIDE STD. NO. 401.
 - ⑮ STREET LIGHT PER SEPARATE PLAN

LINE/CURVE DATA TABLE

STATION	BEARING/DELTA	RADIUS	LENGTH	TANGENT	NOTE
1	N79°27'41"W	---	282.05'	---	TINKERS CREEK PARK C/L
2	107°3'22"	300.00'	53.53'	26.83'	TINKERS CREEK PARK C/L
3	N89°41'03"W	---	72.10'	---	TINKERS CREEK PARK C/L
4	N89°41'03"W	---	72.10'	---	NORTH CURB
5	107°3'22"	282.00'	50.31'	25.22'	NORTH CURB
6	N79°27'41"W	---	280.05'	---	NORTH CURB
7	N79°27'41"W	---	85.57'	---	SOUTH CURB
8	S0°00'00"	25.00'	39.27'	25.00'	SOUTH CURB
9	S0°00'00"	25.00'	39.27'	25.00'	SOUTH CURB
10	N79°27'41"W	---	108.48'	---	SOUTH CURB
11	107°3'22"	318.00'	56.74'	28.44'	SOUTH CURB
12	N89°41'03"W	---	72.10'	---	SOUTH CURB



NOTE:
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NOTE:
 SEE SEPARATE PLANS FOR CATCH BASINS, CONNECTOR PIPES, AND STORM DRAIN SYSTEM DESIGNS.

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 REVISIONS TO THE PLANS FOR APPROVAL BY THE CITY.

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 UNDERGROUND SERVICES ALERT OF SOUTHERN CALIFORNIA

BENCHMARK: CITY OF BEAUMONT NO. 14.A.82
DESCRIPTION: 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 14" LOCATED AT THE SLY SIDE OF 6TH STREET 235' WLY OF CENTERLINE INTERSECTION ALLEGHENY AVENUE
 ELEV= 2590.638 (1982)

BY	MARK	DATE	DESCRIPTION	APPR. DATE
ENGINEER			REVISIONS	CITY

SB&O INC.
 PLANNING ENGINEERING SURVEYING
 41889 Enterprise Circle North, Suite 120
 Tamarac, CA 92553
 951-682-6322
 951-682-6321 Fax

DESIGNED BY: D.R.B.
 DRAWN BY: R.L.F.
 CHECKED BY: D.R.B.
 SCALE: PER PLAN
 DATE: 3/30/11
 JOB NUMBER: 6822.10

Reviewed By: _____ Date: 4/1/11
 Recommended for Approval By: _____ Date: 4/1/11
 Approved By: _____ Date: 4/29/11

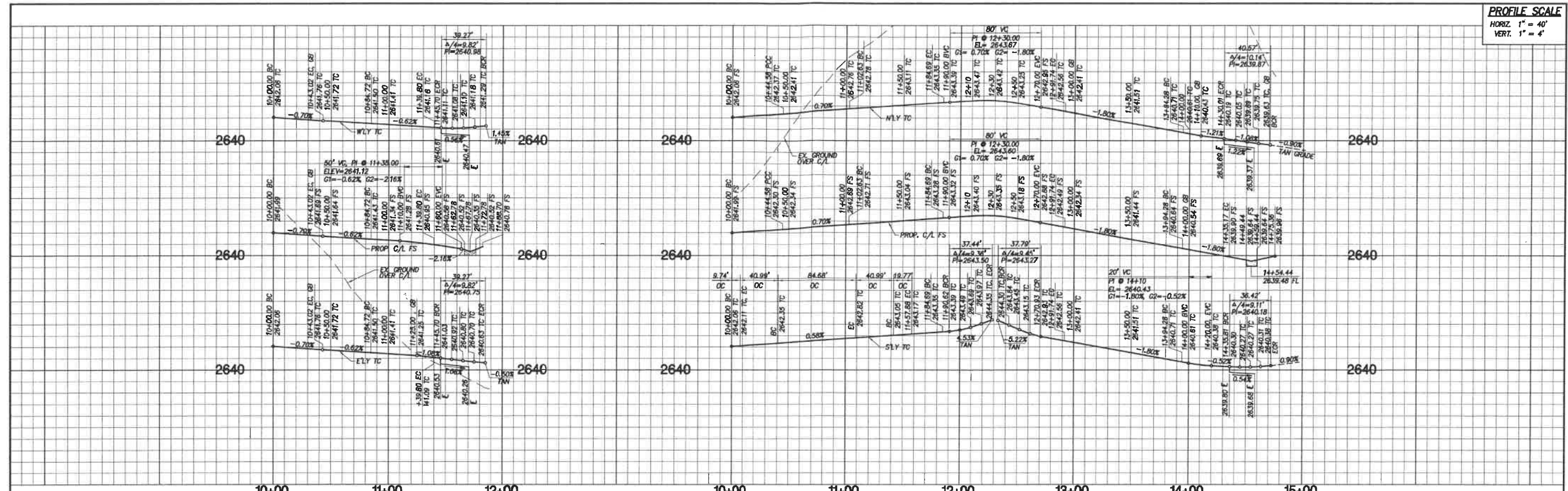
City of Beaumont, Public Works Department
 Engineering Division

REGISTERED PROFESSIONAL ENGINEER
 DONALD R. BROOKS
 No. 41829
 Exp. 3/31/12
 CIVIL
 STATE OF CALIFORNIA

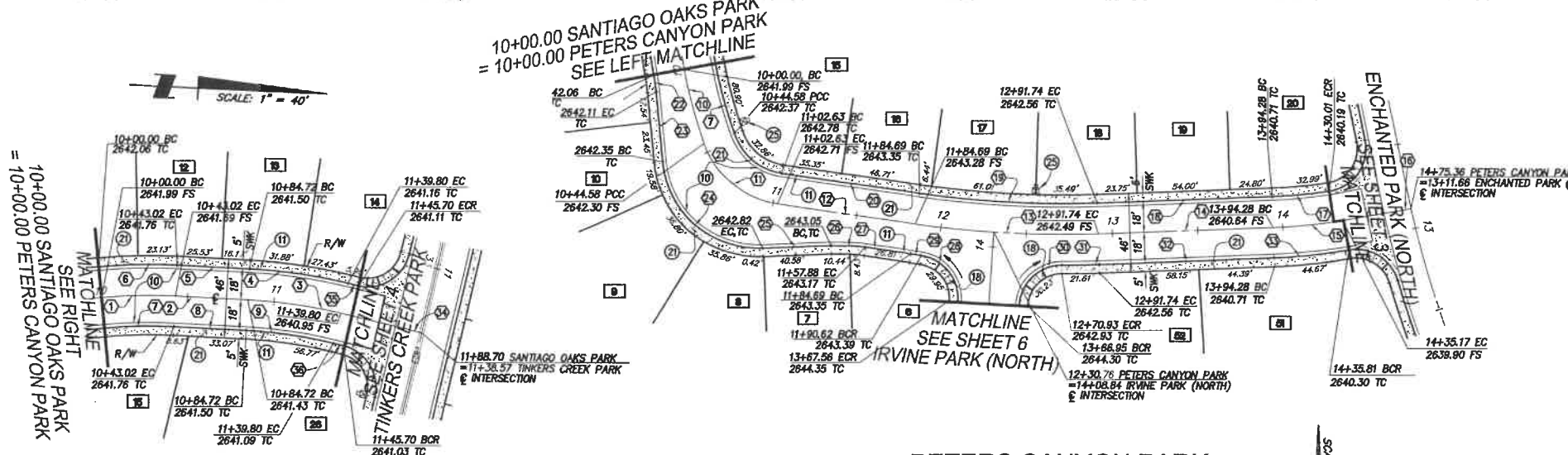
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
 TRACT 33096-6, PH C-3
 TINKERS CREEK PARK
 10+00.00 TO 14+15.68
SUPERSEDES PLAN FILE #1731
 FOR: K. HOVNANIAN

SHEET
4
 OF 6 SHEETS
 DRAWING NAME:
 FILE NO.:
 1731-A

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



NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT	NOTE
1	0812'56"	300.00'	43.02'	21.54'	SANTIAGO OAKS PARK C/A
2	N0001'07"E	---	41.70'	---	SANTIAGO OAKS PARK C/A
3	10'31'11"	300.00'	55.08'	27.62'	SANTIAGO OAKS PARK C/A
4	10'31'11"	318.00'	58.39'	29.28'	WEST CURB
5	N0001'07"E	---	41.70'	---	WEST CURB
6	0812'56"	318.00'	45.60'	22.84'	WEST CURB
7	18'43'49"	282.00'	82.34'	41.47'	EAST CURB
8	N0001'07"E	---	41.70'	---	EAST CURB
9	10'31'11"	282.00'	51.78'	25.96'	EAST CURB
10	08'30'53"	300.00'	44.58'	22.33'	PETERS CANYON PARK C/A
11	62'44'59"	53.00'	58.05'	32.32'	PETERS CANYON PARK C/A
12	N78'27'41"W	---	82.06'	---	PETERS CANYON PARK C/A
13	101'3'22"	600.00'	107.05'	53.67'	PETERS CANYON PARK C/A
14	N89'41'03"W	---	102.54'	---	PETERS CANYON PARK C/A
15	07'48'29"	300.00'	40.89'	20.47'	PETERS CANYON PARK C/A
16	N82'30'28"E	---	40.20'	---	PETERS CANYON PARK C/A
17	06'49'26"	282.00'	33.59'	16.81'	NORTH CURB
18	N89'41'03"W	---	102.54'	---	NORTH CURB
19	101'3'22"	582.00'	103.64'	52.06'	NORTH CURB
20	N78'27'41"W	---	82.06'	---	NORTH CURB
21	62'44'59"	35.00'	38.33'	21.34'	NORTH CURB
22	03'34'25"	110.00'	9.74'	4.67'	SOUTH CURB
23	N03'07'23"W	---	40.89'	---	SOUTH CURB
24	86'38'06"	56.00'	84.68'	52.80'	SOUTH CURB
25	N89'45'29"W	---	40.89'	---	SOUTH CURB
26	101'7'48"	110.00'	19.77'	9.91'	SOUTH CURB
27	N78'27'41"W	---	26.81'	---	SOUTH CURB
28	85'47'46"	25.00'	37.44'	23.23'	SOUTH CURB
29	00'33'58"	618.00'	6.11'	3.05'	SOUTH CURB
30	86'36'16"	25.00'	37.79'	23.56'	SOUTH CURB
31	01'59'15"	618.00'	21.44'	10.72'	SOUTH CURB
32	N89'41'03"W	---	102.54'	---	SOUTH CURB
33	07'35'26"	318.00'	43.98'	22.02'	SOUTH CURB
34	N10'32'19"E	---	48.90'	---	SANTIAGO OAKS PARK C/A
35	N10'32'19"E	---	5.90'	---	WEST CURB
36	N10'32'19"E	---	5.90'	---	EAST CURB



- CONSTRUCTION NOTES**
- 10) CONSTRUCT 3" AC OVER 6" CLASS II AGG. BASE
 - 11) CONSTRUCT 6" P.C.C. MODIFIED ROLLED CURB AND GUTTER PER DETAIL ON SHEET 2
 - 12) CONSTRUCT P.C.C. CURB RAMP CASE B PER COUNTY OF RIVERSIDE STD. NO. 403 AND STATE TITLE 24
 - 20) CONSTRUCT LOCAL DEPRESSION PER TYPICAL LOCAL DEPRESSION DETAIL ON SHEET 2
 - 21) CONSTRUCT MODIFIED P.C.C. SIDEWALK (W=5' FROM THEORETICAL CURB FACE TO BACK OF WALK) PER COUNTY OF RIVERSIDE STD. NO. 401.
 - 22) STREET LIGHTS PER SEPARATE PLAN

NOTE:
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NOTE:
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DIG ALERT
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 UNDERGROUND SERVICES ALERT OF NORTHERN CALIFORNIA

BENCHMARK: CITY OF BEAUMONT NO. 14.A.82
 DESCRIPTION: 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 14" LOCATED AT THE SLY SIDE OF 6TH STREET 235' WLY OF CENTERLINE INTERSECTION ALLEGHENY AVENUE
 ELEV= 2590.838 (1982)

BY	MARK	DATE	DESCRIPTION	APPR.	DATE
ENGINEER			REVISIONS	CITY	

SB&O INC.
 PLANNING ENGINEERING SURVEYING
 41890 Enterprise Circle North, Suite 128
 Tamarac, CA 92550
 (951) 595-8500
 (951) 595-8501 Fax

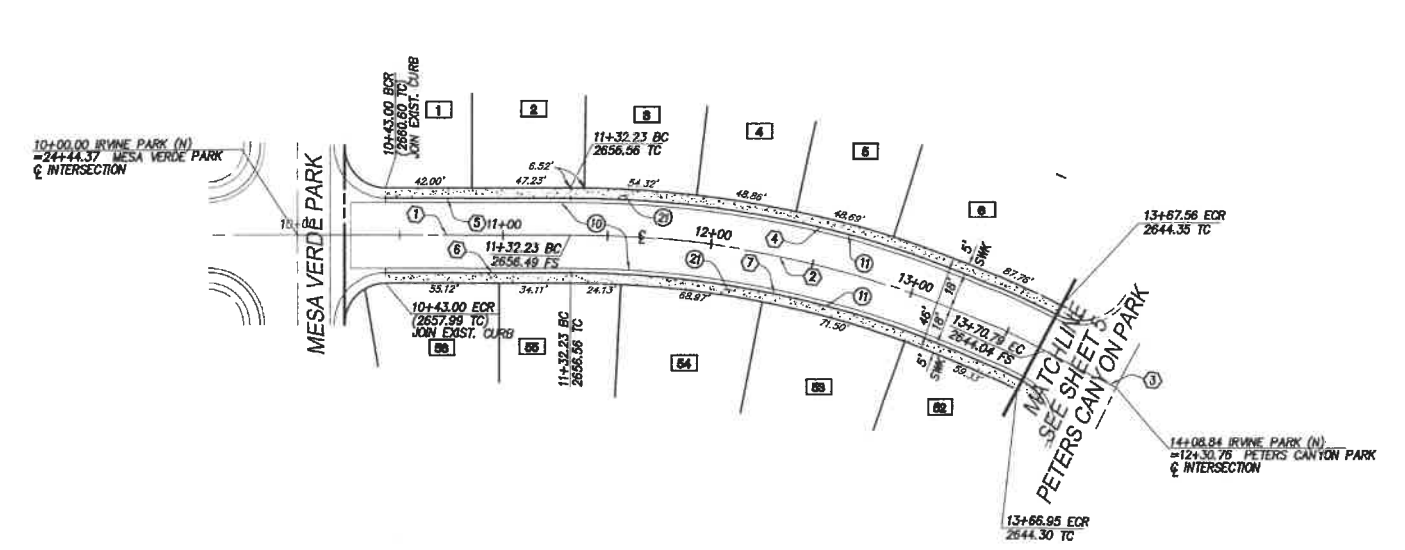
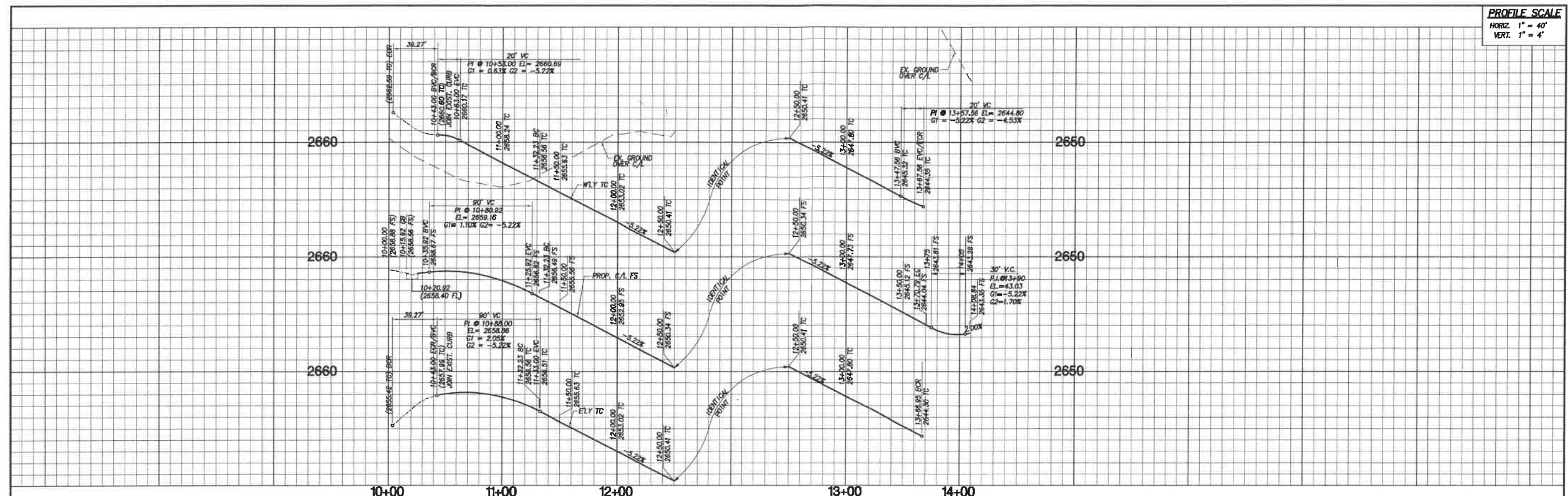
DESIGNED BY: DONALD R. BROOKS
 DRAWN BY: R.L.P.
 CHECKED BY: D.R.B.
 SCALE: PER PLAN
 DATE: 3/30/11
 JOB NUMBER: 26922.10

Reviewed By: [Signature] Staff Engineer Date: 4/21/11
 Recommended for Approval By: [Signature] Administrative Engineer Date: 4/21/11
 Approved By: [Signature] Consulting Engineer Date: 4/21/11
 City of Beaumont, Public Works Department
 Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
 TRACT 33096-6, PH C-3
 SANTIAGO OAKS PARK - 10+00.00 TO 11+88.70
 PETERS CANYON PARK - 10+00.00 TO 14-75.36
 SUPERSEDES PLAN FILE #1731
 FOR: K. HOVNANIAN

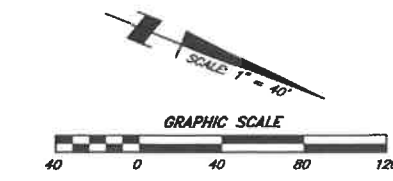
SHEET **5**
 OF 6 SHEETS
 DRAWING NAME:
 FILE NO.: 1731-A

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



LINE/CURVE DATA TABLE					
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT	NOTE
1	N21°11'54"W	---	132.23'	---	IRVINE PARK NORTH C/A
2	27°20'14"	500.00'	238.56'	121.60'	IRVINE PARK NORTH C/A
3	N08°08'20"E	---	38.05'	---	IRVINE PARK NORTH C/A
4	26°58'00"	518.00'	243.80'	124.20'	WEST CURB
5	N21°11'54"W	---	89.23'	---	WEST CURB
6	N21°11'54"W	---	89.23'	---	EAST CURB
7	26°53'50"	482.00'	226.27'	115.26'	EAST CURB

- CONSTRUCTION NOTES**
- (10) CONSTRUCT 3" AC OVER 6" CLASS II AGG. BASE
 - (11) CONSTRUCT 6" P.C.C. MODIFIED ROLLED CURB AND GUTTER PER DETAIL ON SHEET 2
 - (20) CONSTRUCT LOCAL DEPRESSION PER TYPICAL LOCAL DEPRESSION DETAIL ON SHEET 2
 - (21) CONSTRUCT MODIFIED P.C.C. SIDEWALK (1/4"=5" FROM THEORETICAL CURB FACE TO BACK OF WALK) PER COUNTY OF RIVERSIDE STD. NO. 401.



NOTE:
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NOTE:
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IRVINE PARK (NORTH)

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 ELEV= 2590.838 (1982)

BY	MARK	DATE	DESCRIPTION	APPR. DATE	CITY
ENGINEER			REVISIONS		

SB&O INC.
 PLANNING ENGINEERING SURVEYING
 61883 Enterprise Circle North, Suite 128
 Temecula, Ca. 92590
 951-695-9900
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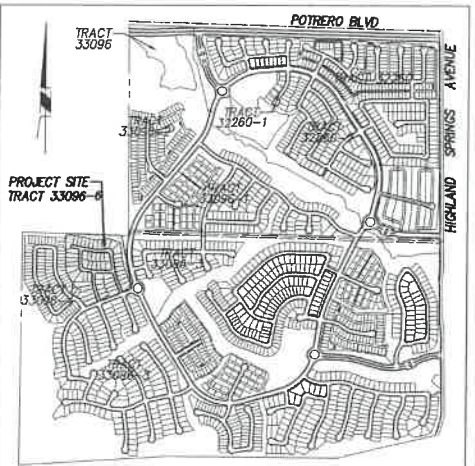
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Reviewed By: [Signature] Date: 4/21/11
 Recommended for Approval By: [Signature] Date: 4/21/11
 Approved By: [Signature] Date: 4/29/11
 City of Beaumont, Public Works Department
 Engineering Division

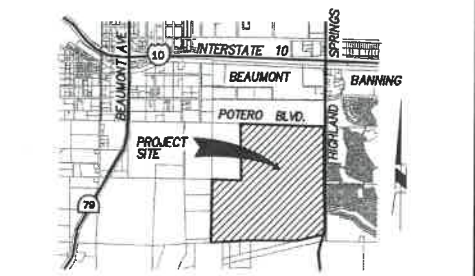
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT 33096-6, PH C-3
IRVINE PARK (NORTH)
10+00.00 TO 14+08.84
SUPERSEDES PLAN FILE #1731
 FOR: K. HOVNANIAN

SHEET 6
 OF 6 SHEETS
 DRAWING NAME:
 FILE NO.: 1731-A

CITY OF BEAUMONT, CALIFORNIA SEWER IMPROVEMENT PLANS FOR THE CONSTRUCTION OF K. HOVNANIAN'S FOUR SEASONS AT BEAUMONT TRACT NO. 33096-6, PHASE C-3



LOCATION MAP
NTS



VICINITY MAP
NTS

SEWER NOTES:

1. SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUMONT'S STANDARDS AND SPECIFICATIONS.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO BE FLOW LINES (CONDUIT INVERTS).
3. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD 606. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT. CAST IRON SHALL BE USED FOR MANHOLE COVERS.
4. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION. WHERE CONNECTION TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY OF BEAUMONT.
5. WHERE A NEW INLET MUST BE CONSTRUCTED IN AN EXISTING MANHOLE, THE ELEVATION OF THE INLET SHALL BE SUCH THAT ITS CROWN SHALL BE LEVELED WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
6. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8 CALIFORNIA ADMINISTRATION CODE.
7. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
8. ALL STORM DRAINS, CATCH BASINS, AND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES TO FILTER AND RETAIN SEDIMENT AND GRIT, OIL AND GREASE, TO PREVENT POLLUTION IN STORM WATER RUNOFF IN COMPLIANCE WITH THE CITY OF BEAUMONT'S BEST MANAGEMENT PRACTICES AND THE BEAUMONT DRAINAGE MASTER PLAN FOR STORMWATER AS WELL AS BEST MANAGEMENT PRACTICES IDENTIFIED IN THE CURRENT REPORT OF WASTE DISCHARGE FOR RIVERSIDE COUNTY PERMITTEES.
9. PROVIDE BACKFLOW PREVENTION DEVICES WHERE UPSTREAM MANHOLE RIM IS HIGHER THAN PAD ELEVATION.
10. PROVIDE APPROPRIATE MARKING TAPE AT TOP OF PIPE CENTERLINE ON TOP OF PIPE BEDDING.
11. SEWER LATERAL SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD. 600 AND PER DETAIL SHOWN HEREON, UNLESS OTHERWISE NOTED OR DETAILED ON PLANS.

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS REQUIRED FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS AND ROAD RIGHT OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORTS SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED AND CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE ADEQUATE BASE MATERIALS ARE PLACED ON SITE.
5. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM TO CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.

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: Don Brooks DATE: 4-18-11
 LICENSE No. R.C.E. 41829 EXP. 3-31-2012

LEGEND:

ASSEMBLY	ASSY	PROP. 8" SEWER MAIN	—
BEGINNING OF CURB	BC	1" WATER SERVICE	—
CURB & GUTTER	C&G	4" SEWER LATERAL	—
CLEAN OUT	CO	SEWER MANHOLE	○
DRY BARREL	DB	CLEAN OUT	○
DUCTILE IRON PIPE	DIP		
END OF CURB	EC		
FIRE HYDRANT	FH		
FLOWLINE	FL		
GATE VALVE	GV		
INVERT	INV		
LATERAL	LAT		
STATION	STA		
TOP OF CURB	TC		
PROPOSED	PROP		
PUBLIC UTILITY EASEMENT	PUE		
TOP OF MANHOLE	TMH		

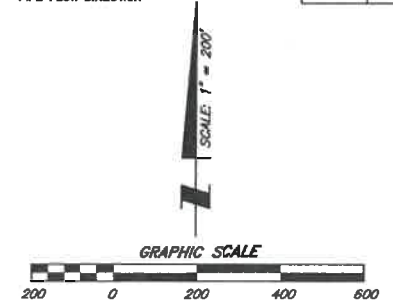


INDEX MAP
SCALE: 1"=80'

INDEX MAP LEGEND:

- 1 SHEET NUMBER
- MANHOLE NUMBER
- PIPE FLOW DIRECTION

INDEX OF SHEETS	
SHEET	DESCRIPTION
1	TITLE SHEET, VICINITY/LOCATION MAPS, & NOTES
2	TYPICAL SECTIONS, EST. OF QUANTITIES, AND DETAILS
3-6	SEWER IMPROVEMENT PLAN



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 REVISIONS TO THE PLANS FOR APPROVED BY THE CITY.

NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

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

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING & MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

NOTE:
1. NEW CONSTRUCTION TO BE PLUGGED UNTIL SEWER SYSTEM IS APPROVED FOR SERVICE. PLUG TO BE REMOVED IN PRESENCE OF PUBLIC WORKS INSPECTOR.
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.



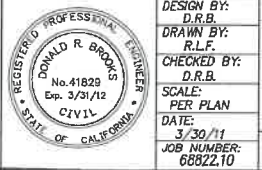
BENCHMARK: CITY OF BEAUMONT NO. 14.A.82
 DESCRIPTION: 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 14". LOCATED AT THE S'LY SIDE OF 6TH STREET 235' W'LY OF CENTERLINE INTERSECTION ALLEGHENY AVENUE
 ELEV.= 2590.838 (1982)

BY	MARK	DATE	DESCRIPTION	APPR.	DATE
ENGINEER			REVISIONS		CITY

SB&O INC.
 PLANNING ENGINEERING SURVEYING
 41089 Interstate Circle North, Suite 1300
 Temecula, CA 92592
 (951) 695-9500
 (951) 695-9501 Fax

DESIGNED BY: DONALD R. BROOKS
 DRAWN BY: R.L.F.
 CHECKED BY: D.R.B.
 SCALE: PER PLAN
 DATE: 3/30/11
 JOB NUMBER: 68822.10

APPROVED BY: Don Brooks DATE: 4-18-11
 R.C.E. 41829 EXP. 03-31-12



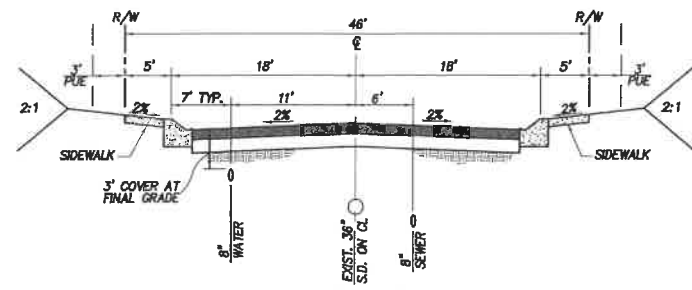
DESIGN BY: D.R.B.
 DRAWN BY: R.L.F.
 CHECKED BY: D.R.B.
 SCALE: PER PLAN
 DATE: 3/30/11
 JOB NUMBER: 68822.10

Reviewed By: [Signature] Staff Engineer Date: 4/14/11
 Recommended for Approval By: [Signature] Administrative Engineer Date: 4/14/11
 Approved By: [Signature] Consulting Engineer Date: 4/17/11

City of Beaumont, Public Works Department
 Engineering Division

CITY OF BEAUMONT, CALIFORNIA
**SEWER IMPROVEMENT PLANS
 TRACT 33096-6, (PH C-3)**
 TITLE SHEET • VICINITY MAP • GENERAL NOTES
 SUPERSEDES PLAN FILE #1732
 FOR: K HOVNANIAN

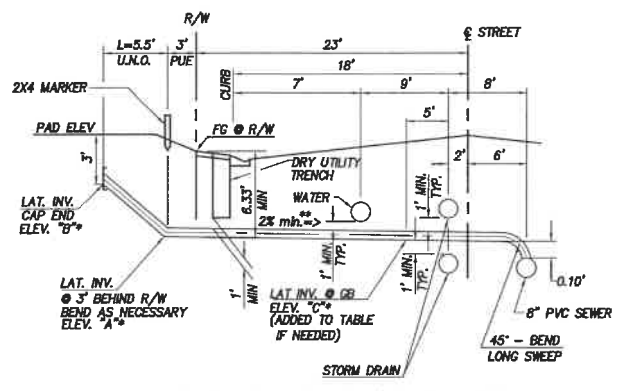
SHEET
1
 OF 6 SHEETS
 DRAWING NAME:
 FILE NO.:
1732-A



TYPICAL STREET (PRIVATE)
NOT TO SCALE
ENCHANTED PARK (NORTH), *TINKERS CREEK PARK, SANTIAGO OAKS PARK,
PETERS CANYON PARK, IRVINE PARK (NORTH)
*NOTE: TINKERS CREEK - SEWER AND WATER MAIN LOCATION IS OPPOSITE TYPICAL SECTION

CONSTRUCTION NOTES & QUANTITY ESTIMATES		
NO.	DESCRIPTION	UNIT QTY.
①	INSTALL 8" PVC SEWER MAIN	LF 1,945
②	INSTALL 4" PVC SEWER LATERAL PER RCTD STD 600. SEE DETAIL HEREON AND TABLE ON SHEET.	LF 1,835
③	INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN FOUNDRY'S NH53-A) OR EQUAL	EA 9
④	INSTALL PRECAST CONCRETE MANHOLE PER COUNTY OF RIVERSIDE STD NO 606 & CAST IRON MANHOLE FRAME AND COVER PER COUNTY OF RIVERSIDE STD NO 608	EA 11
⑤	REMOVE EXISTING END PLUG AND JOIN	EA 1

BACKFLOW PREVENTION DEVICE SHALL BE INSTALLED BEHIND (DOWNSTREAM OF) HOUSE CLEANOUT FOR THE FOLLOWING LOTS:			
SHEET 3	SHEET 4	SHEET 5	SHEET 6
25, 32		20	3-5 52-54



*SEE TABLES ON VARIOUS PLAN AND PROFILE SHEETS FOR THIS INFORMATION.
**S* WHERE ELEVATIONS "C" ADDED
4" SEWER HOUSE LATERAL DETAIL
NOT TO SCALE

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 REVISIONS TO THE PLANS FOR APPROVED BY THE CITY.

NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

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

DIG ALERT
DIAL TOLL FREE
1(800) 227-2600
At Least Two Working Days Before You Dig
UNDERGROUND SERVICE ALERT OF ROSTERED CALIFORNIA

BENCHMARK: CITY OF BEAUMONT NO. 14.A.B2
DESCRIPTION: 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 14", LOCATED AT THE SLY SIDE OF 6TH STREET 2.35' WLY OF CENTERLINE INTERSECTION ALLEGHENY AVENUE
ELEV.= 2590.838 (1982)

BY	MARK	DATE	DESCRIPTION	APPR.	DATE
			REVISIONS		

SB&O INC.
PLANNING ENGINEERING SURVEYING
41889 Enterprise Circle North, Suite 128
Torrance, Ca. 90503
561-695-9900
601-695-9901 Fax

DESIGN BY: D.R.B.
DRAWN BY: R.L.F.
CHECKED BY: D.R.B.
SCALE: PER PLAN
DATE: 3/30/11
JOB NUMBER: 68622.10

Reviewed By: [Signature] Date: 4/2/11
Recommended for Approval By: [Signature] Date: 4/2/11
Approved By: [Signature] Date: 4-2-11

City of Beaumont, Public Works Department
Engineering Division

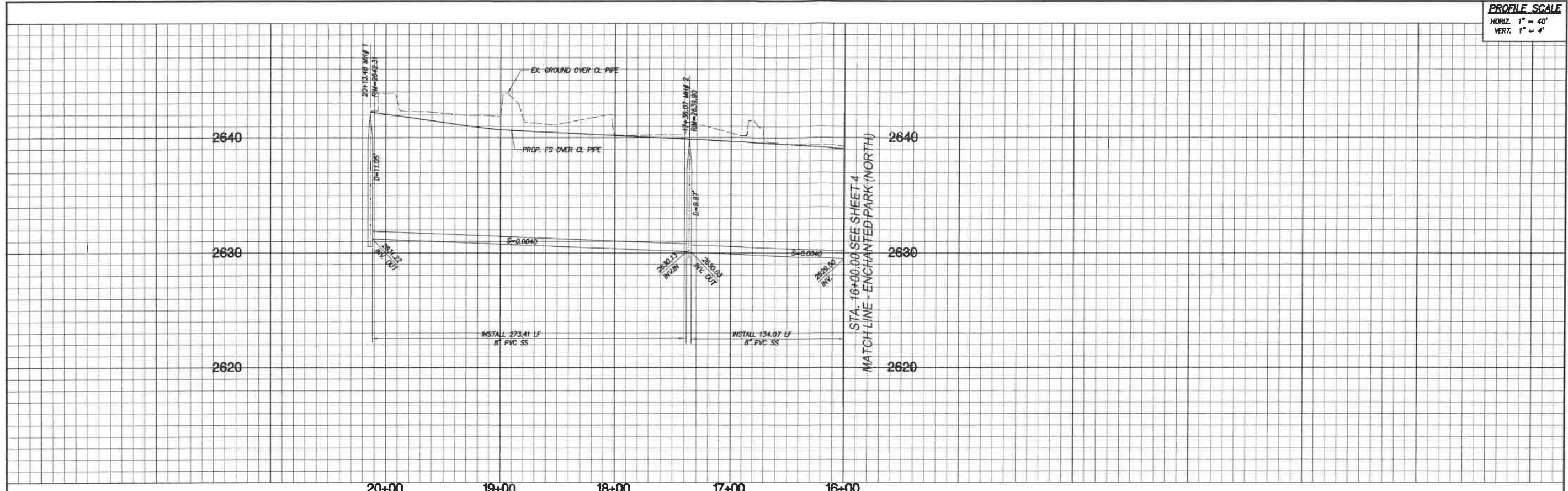
DATE: 4-18-11
R.C.E. 41829 * EXP. 03-31-12



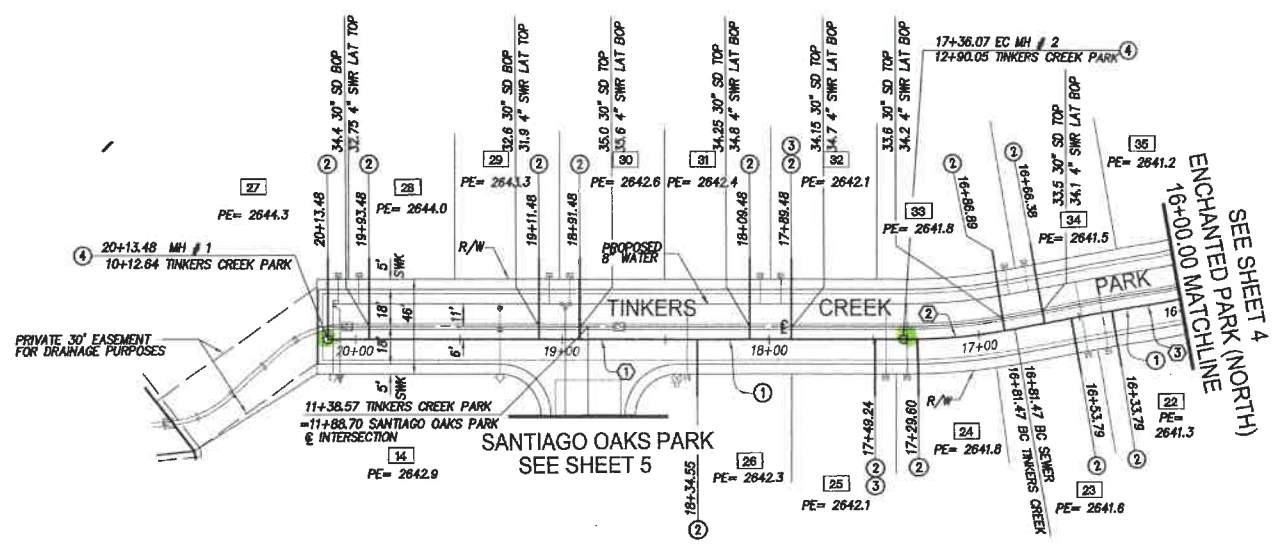
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS TRACT 33096-6, (PH C-3)
TYPICAL SECTIONS * ESTIMATE OF QUANTITIES * DETAILS *
SUPERSEDES PLAN FILE #1732
FOR: K. HOVNIANIAN

SHEET
2
OF 6 SHEETS
DRAWING NAME:
1732-A

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



**SEWER LINE
 TINKERS CREEK PARK**



LINE/CURVE DATA TABLE

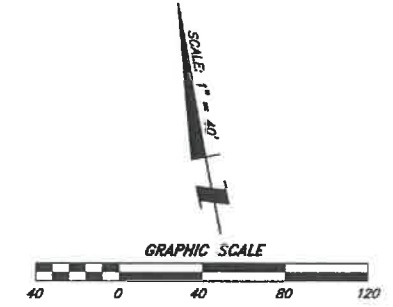
NO	BEARING/Delta	RADIUS	LENGTH	TANGENT	NOTE
1	N79°27'41"W	---	277.41'	---	TINKERS CREEK PARK
2	107°13'22"	306.00'	54.60'	27.37'	TINKERS CREEK PARK
3	N89°41'03"W	---	81.47'	---	TINKERS CREEK PARK

- CONSTRUCTION NOTES**
- INSTALL 8" PVC SEWER MAIN
 - INSTALL 4" PVC SEWER LATERAL PER RCTD STD 600. SEE DETAIL ON SHEET 2 AND TABLE HEREON
 - INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN FOUNDRY'S NH53-A) OR EQUAL
 - INSTALL PRECAST CONCRETE MANHOLE PER COUNTY OF RIVERSIDE STD NO 606 & CAST IRON MANHOLE FRAME AND COVER PER COUNTY OF RIVERSIDE STD NO 608

TYPICAL SEWER LATERAL DETAIL

LOT #	INVERT (A)	INVERT (B)	INVERT (C)	LENGTH	SLOPE S1(X)
22	2633.35	2638.3	---	---	---
23	2633.50	2638.6	---	---	---
24	2633.90	2638.8	---	---	---
25	2634.00	2639.1	---	---	---
26	2634.40	2639.3	---	---	---
27	2636.30	2641.3	---	---	---
28	2636.00	2641.0	2632.00	24	16.7%
29	2634.60	2640.3	2631.50	24	12.9%
30	2636.20	2639.6	2635.60	28	2.1%
31	2636.50	2639.4	2634.85	26	2.3%
32	2635.40	2639.1	2634.75	26	2.3%
33	2634.90	2638.8	2634.25	26	2.3%
34	2634.80	2638.5	2634.15	26	2.3%

SEE SHEET 2 FOR TYPICAL SEWER LATERAL DETAIL



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NOTE
 SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

NOTE
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DIG ALERT
 DIAL TOLL FREE
 1(800) 227-2600
 At Least Two Working Days Before You Dig
 UNDERGROUND SERVICES ALERT OF SOUTHERN CALIFORNIA

BENCHMARK
 CITY OF BEAUMONT
 NO. 14-A-82
 DESCRIPTION:
 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 14" LOCATED AT THE SLY SIDE OF 6TH STREET 235' WLY OF CENTERLINE INTERSECTION ALLEGHENY AVENUE
 ELEV.= 2590.838 (1982)

BY	MARK	DATE	DESCRIPTION	APPR.	DATE
ENGINEER			REVISIONS	CITY	

SB&O INC.
 PLANNING ENGINEERING SURVEYING
 411865 Enterprise Circle North, Suite 126
 Tempeville, Ca. 92593
 951-928-8800
 951-928-8001 Fax

Donald R. Brooks
 DONALD R. BROOKS
 DATE: 4-18-11
 R.C.E. 41829 • Exp. 03-31-12

REGISTERED PROFESSIONAL ENGINEER
 DONALD R. BROOKS
 No. 41829
 Exp. 3/31/12
 CIVIL
 STATE OF CALIFORNIA

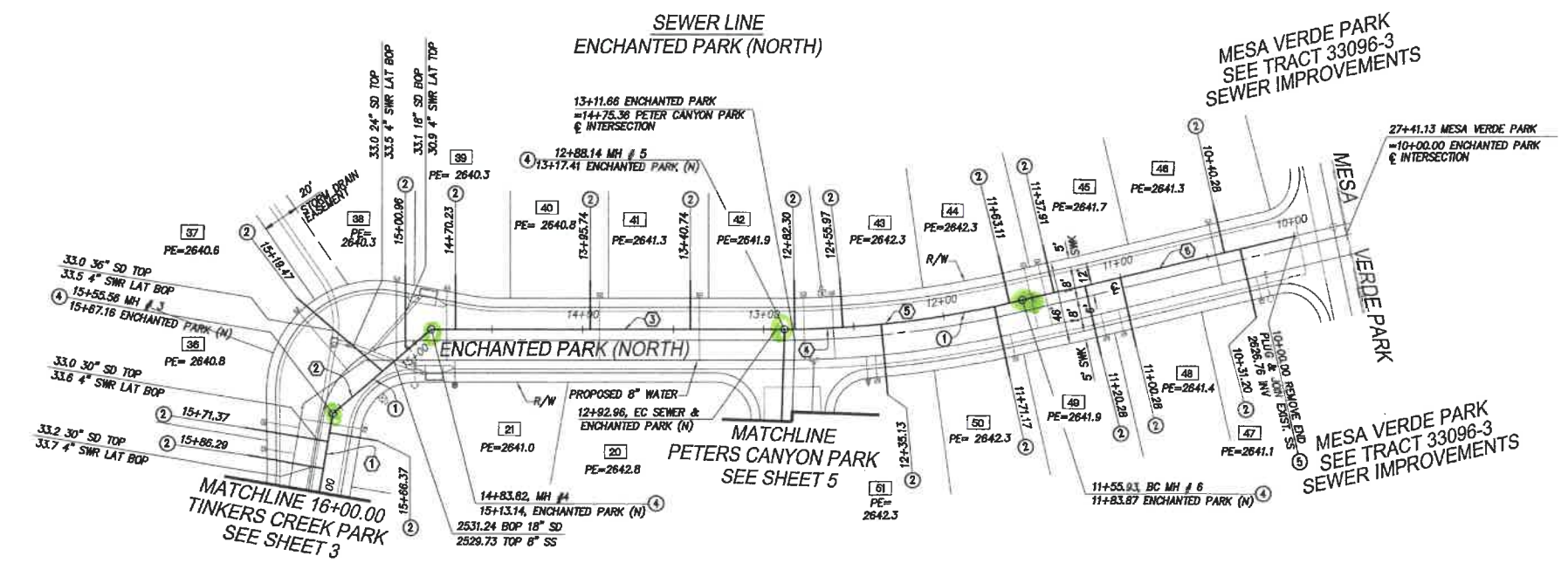
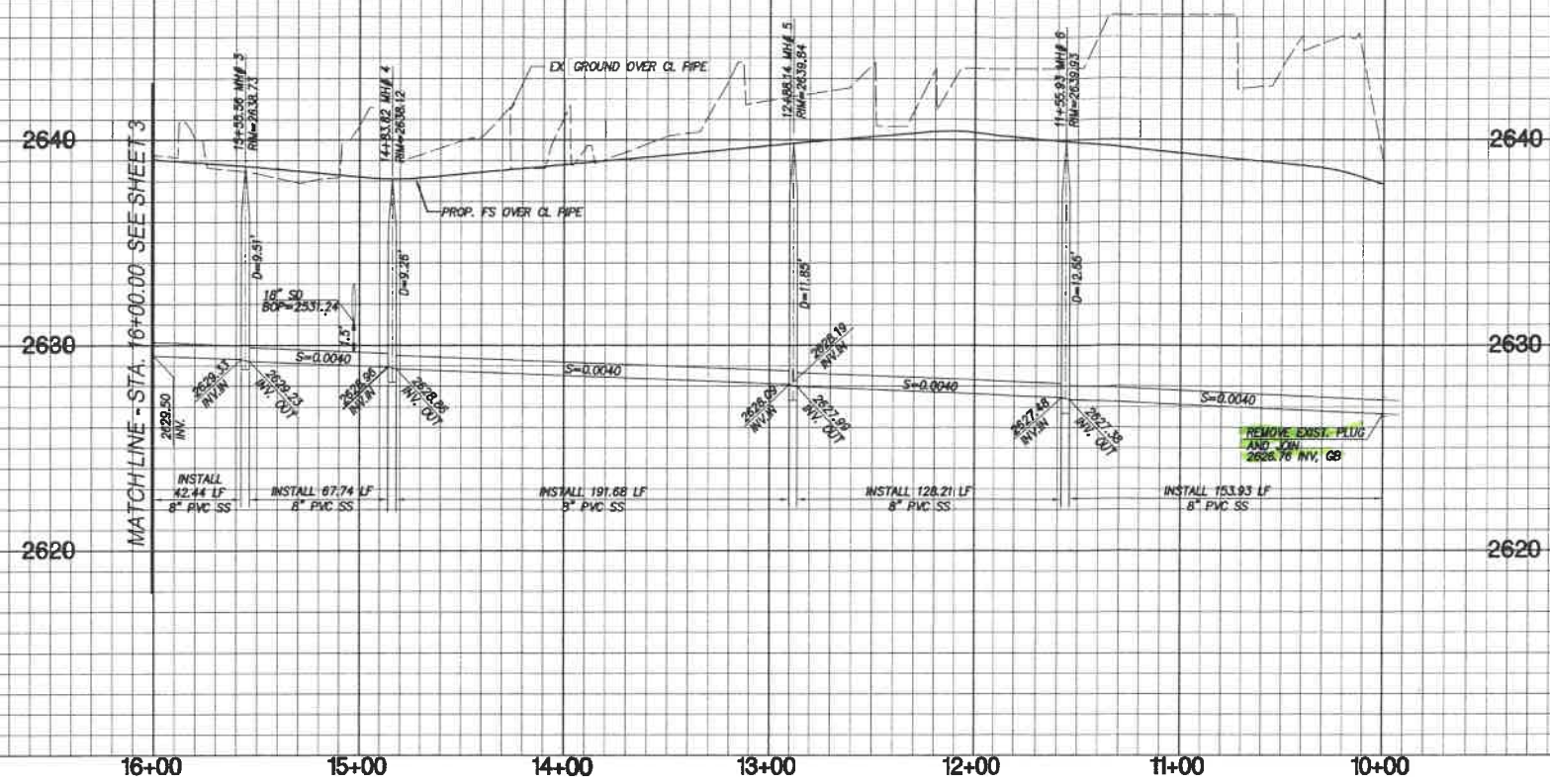
DESIGN BY: D.R.B.
 DRAWN BY: T.L.F.
 CHECKED BY: D.R.B.
 SCALE: PER PLAN
 DATE: 3/30/11
 JOB NUMBER: 68822.10

Reviewed By: *[Signature]* Date: 4/21/11
 Recommended for Approval By: *[Signature]* Date: 4/14/11
 Approved By: *[Signature]* Date: 4/29/11
 Consulting Engineer
 City of Beaumont, Public Works Department
 Engineering Division

CITY OF BEAUMONT, CALIFORNIA
**SEWER IMPROVEMENT PLANS
 TRACT 33096-6, (PH C-3)**
 TINKERS CREEK PARK
 16+00.00 TO 20+41.14
 SUPERSEDES PLAN FILE #1732
 FOR: K HOVNANIAN

SHEET **3**
 OF 6 SHEETS
 DRAWING NAME:
 FILE NO.: 1732-A

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



LINE/CURVE DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT	NOTE
1	N89°41'03"W	---	44.44'	---	ENCHANTED PARK (N)
2	N49°35'11"W	---	71.74'	---	ENCHANTED PARK (N)
3	N09°28'41"W	---	180.86'	---	ENCHANTED PARK (N)
4	00°27'55"	594.00'	4.62'	2.41'	ENCHANTED PARK (N)
5	12°45'09"	594.00'	132.21'	66.38'	ENCHANTED PARK (N)
6	N22°41'45"W	---	155.93'	---	ENCHANTED PARK (N)

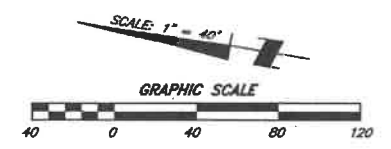
TYPICAL SEWER LATERAL DETAIL

LOT #	INVERT (A)	INVERT (B)	INVERT (C)	LENGTH	SLOPE S1(%)
35	2634.4	2638.2	2633.75	31	2.1%
36	2634.5	2637.8	2633.65	35	2.4%
37	2634.4	2637.6	2633.55	41	2.1%
38	2632.0	2637.3	2630.50	16	9.4%
39	2633.1	2637.3			
40	2633.3	2637.8			
41	2632.8	2638.3			
42	2633.8	2638.9			
43	2634.1	2639.3			
44	2633.7	2639.3			
45	2633.8	2638.7			
46	2632.4	2638.3			
47	2632.9	2637.1			
48	2633.5	2638.4			
49	2633.4	2638.9			
50	2633.8	2638.3			
51	2634.0	2638.3			

SEE SHEET 2 FOR TYPICAL SEWER LATERAL DETAIL

CONSTRUCTION NOTES

- INSTALL 8" PVC SEWER MAIN
- INSTALL 4" PVC SEWER LATERAL PER RCSD STD 600. SEE DETAIL ON SHEET 2 AND TABLE HEREON
- INSTALL PRECAST CONCRETE MANHOLE PER COUNTY OF RIVERSIDE STD NO 606 & CAST IRON MANHOLE FRAME AND COVER PER COUNTY OF RIVERSIDE STD NO 608
- REMOVE EXISTING END PLUG AND JOIN



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 REVISIONS TO THE PLANS FOR APPROVED BY THE CITY.

NOTE: SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

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

DIG ALERT
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 1(800) 227-2600
 At Least Two Working Days Before You Dig
 UNDERGROUND SERVICES AGENCY OF SOUTHERN CALIFORNIA

BENCHMARK: CITY OF BEAUMONT NO. 14.A.02
 DESCRIPTION: 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 14" LOCATED AT THE SLY SIDE OF 6TH STREET 235' WLY OF CENTERLINE INTERSECTION ALLEGHENY AVENUE
 ELEV.= 2590.838 (1982)

BY	MARK	DATE	DESCRIPTION	APPR.	DATE	CITY
			REVISIONS			

SB&O INC.
 PLANNING ENGINEERING SURVEYING
 41688 Enterprise Circle North, Suite 128
 Temecula, CA 92590
 951-686-9900
 951-686-9901 Fax

DESIGNED BY: D.R.B.
 DRAWN BY: R.L.F.
 CHECKED BY: D.R.B.
 SCALE: PER PLAN
 DATE: 3/30/11
 JOB NUMBER: 68822.10

APPROVED BY: *Donald R. Brooks*
 CONSULTING ENGINEER
 STATE OF CALIFORNIA
 No. 41829
 Exp. 3/31/12
 CIVIL

DATE: 4-18-11
 R.C.E. 41829 + EXP. 03-31-12

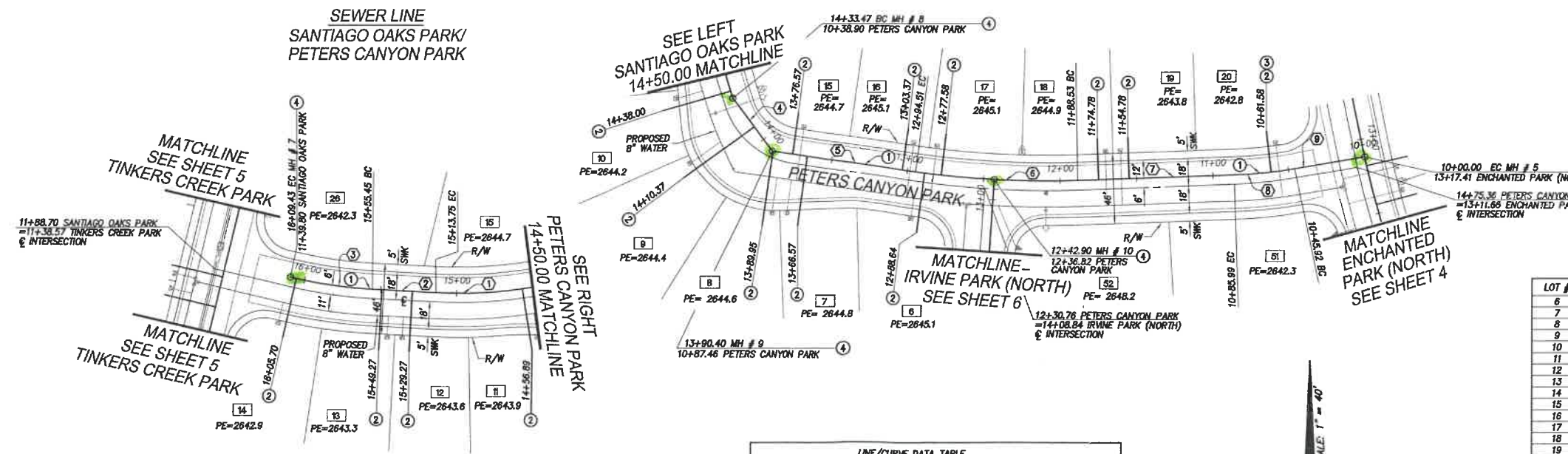
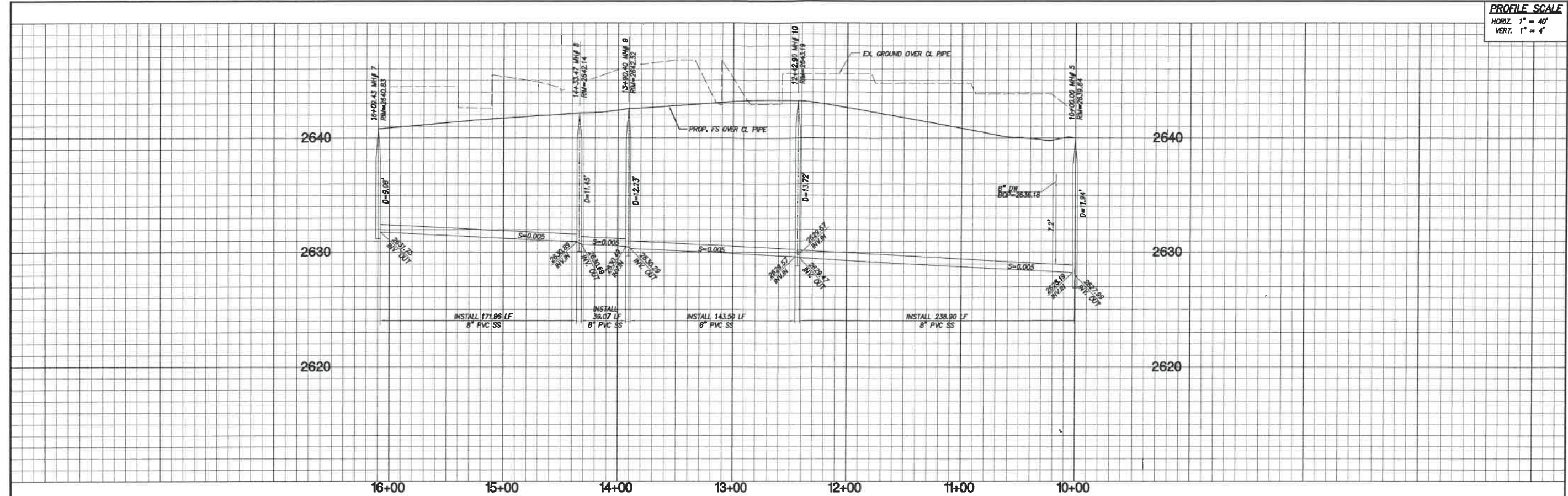
DESIGNED BY: D.R.B.
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APPROVED BY: *Deborah A. ...*
 CONSULTING ENGINEER
 CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 33096-6, (PH C-3)
 ENCHANTED PARK (NORTH) 10+00.00 TO 16+00.00
 SUPERSEDES PLAN FILE #1732
 FOR: K. HOVNIANIAN

SHEET
4
 OF 6 SHEETS
 DRAWING NAME:
 FILE NO.: 1732-A

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



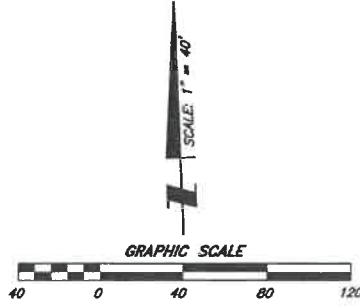
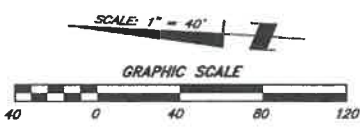
- CONSTRUCTION NOTES**
- INSTALL 8" PVC SEWER MAIN
 - INSTALL 4" PVC SEWER LATERAL PER RCTD STD 600. SEE DETAIL ON SHEET 2 AND TABLE HEREON
 - INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN FOUNDRY'S NH3-A) OR EQUAL
 - INSTALL PRECAST CONCRETE MANHOLE PER COUNTY OF RIVERSIDE STD NO 606 & CAST IRON MANHOLE FRAME AND COVER PER COUNTY OF RIVERSIDE STD NO 608

TYPICAL SEWER LATERAL DETAIL

LOT #	INVERT (A)	INVERT (B)	INVERT (C)	LENGTH	SLOPE S(%)
6	2642.1	2636.9			
7	2641.8	2636.5			
8	2641.6	2636.4			
9	2641.4	2636.2			
10	2641.2	2635.9			
11	2640.9	2635.7			
12	2640.6	2635.3			
13	2640.3	2635.2			
14	2639.9	2634.7			
15	2641.7	2636.4			
16	2642.1	2637.1			
17	2642.1	2637.2			
18	2641.9	2635.7			
19	2640.8	2635.6			
20	2639.8	2633.8			

LINE/CURVE DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT	NOTE
1	103°11'	294.00'	53.98'	27.07'	SANTIAGO OAKS PARK
2	N00°01'07"E	---	41.70'	---	SANTIAGO OAKS PARK
3	15°38'42"	294.00'	80.28'	40.38'	SANTIAGO OAKS PARK
4	N34°27'41"W	---	43.07'	---	PETERS CANYON PARK
5	N78°27'41"W	---	85.89'	---	PETERS CANYON PARK
6	101°32'22"	594.00'	105.98'	53.13'	PETERS CANYON PARK
7	N88°41'03"W	---	102.54'	---	PETERS CANYON PARK
8	07°48'29"	294.00'	40.07'	20.06'	PETERS CANYON PARK
9	N82°30'28"E	---	45.92'	---	PETERS CANYON PARK



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 REVISIONS TO THE PLANS FOR APPROVED BY THE CITY.

NOTE:
 SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

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

DIG ALERT
 DIAL TOLL FREE
 1(800) 227-2600
 At Least Two Working Days Before You Dig
 UNDERGROUND SERVICES ALLIANCE OF SOUTHERN CALIFORNIA

BENCHMARK: CITY OF BEAUMONT NO. 14.A.82
 DESCRIPTION: 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 14" LOCATED AT THE S'LY SIDE OF 6TH STREET 235' W'LY OF CENTERLINE INTERSECTION ALLEGHENY AVENUE
 ELEV= 2690.838 (1982)

BY	MARK	DATE	DESCRIPTION	APPR.	DATE	CITY
ENGINEER			REVISIONS			

SB&O INC.
 PLANNING ENGINEERING SURVEYING
 411889 Encinitas Circle North, Suite 1203
 Temecula, CA 92590
 951-695-6900
 951-695-6903 Fax

DATE: 4-18-11
 R.C.E. 41829 * EXP. 03-31-12

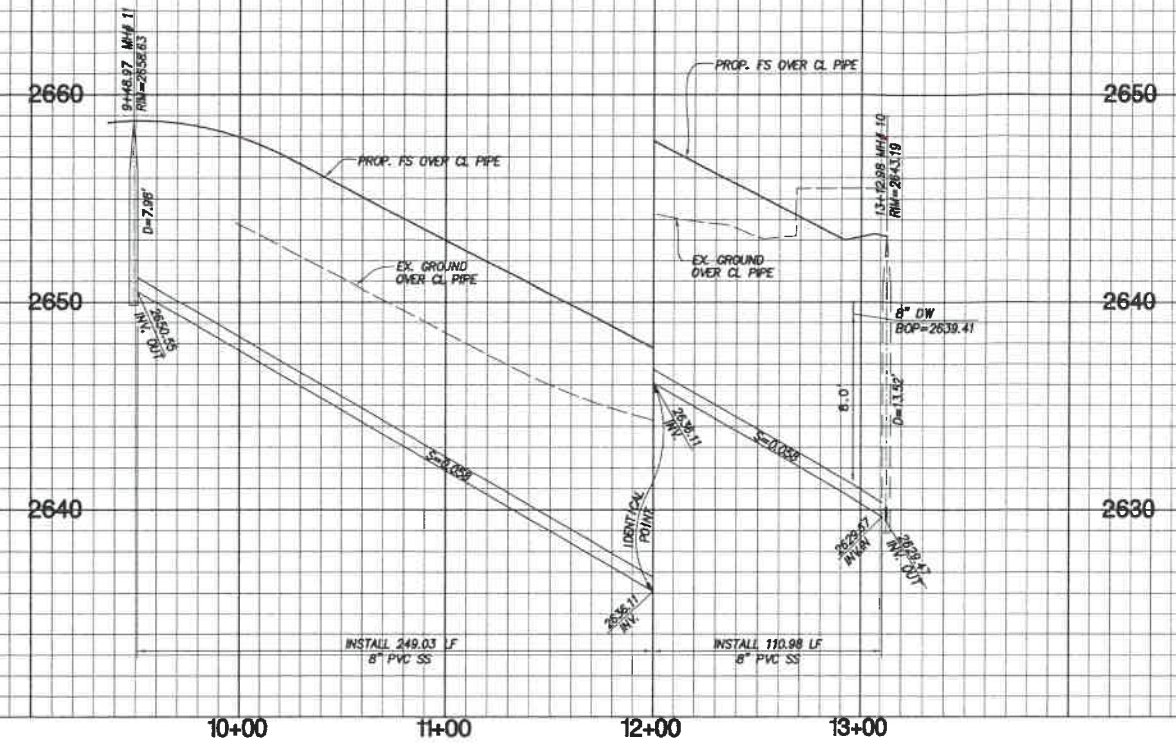
DESIGN BY: D.R.B.
 DRAWN BY: R.L.F.
 CHECKED BY: D.R.B.
 SCALE: PER PLAN
 DATE: 3/30/11
 JOB NUMBER: 68822.10

Reviewed By: [Signature] Staff Engineer Date: 4/21/11
 Recommended for Approval By: [Signature] Administrative Engineer Date: 4/21/11
 Approved By: [Signature] Consulting Engineer Date: 4-29-11
 City of Beaumont, Public Works Department
 Engineering Division

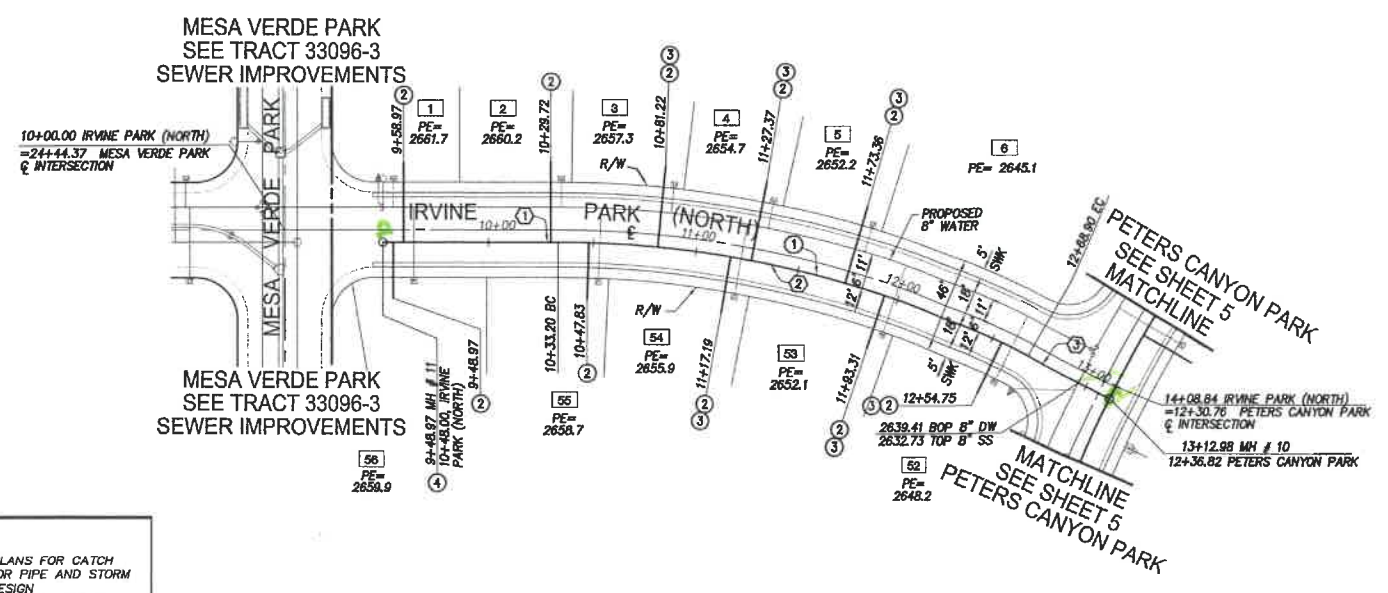
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 33096-6, (PH C-3)
 SANTIAGO OAKS PARK/PETER CANYON PARK
 10+00.00 TO 16+05.06
SUPERSEDES PLAN FILE #1732
 FOR: K. HOVNIANIAN

SHEET
5
 OF 6 SHEETS
 DRAWING NAME:
 FILE NO.: 1732-A

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



SEWER LINE
 IRVINE PARK (NORTH)



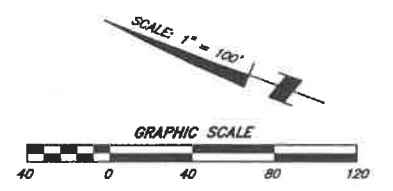
LINE/CURVE DATA TABLE

STATION	BEARING/Delta	RADIUS	LENGTH	TANGENT	NOTE
1	N21°11'54\"/>				

TYPICAL SEWER LATERAL DETAIL

LOT #	INVERT (A)	INVERT (B)	INVERT (C)	LENGTH	SLOPE S1(%)
1	2658.7	2654.1			
2	2657.2	2650.1			
3	2654.3	2648.0			
4	2651.7	2645.5			
5	2649.2	2643.1			
6	2645.2	2638.1			
63	2649.1	2642.1			
64	2652.9	2645.8			
65	2655.7	2649.7			
66	2656.9	2651.6			

- CONSTRUCTION NOTES
- INSTALL 8" PVC SEWER MAIN
 - INSTALL 4" PVC SEWER LATERAL PER RCSD STD 600. SEE DETAIL ON SHEET 2 AND TABLE HEREON
 - INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN FOUNDRY'S N453-A) OR EQUAL
 - INSTALL PRECAST CONCRETE MANHOLE PER COUNTY OF RIVERSIDE STD NO 606 & CAST IRON MANHOLE FRAME AND COVER PER COUNTY OF RIVERSIDE STD NO 608



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
 SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

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

DIG ALERT
 DIAL TOLL FREE 1(800) 227-2600
 At Least Two Working Days Before You Dig
 UNDERGROUND SERVICES ALERT OF SOUTHERN CALIFORNIA

BENCHMARK
 CITY OF BEAUMONT NO. 14.A.82
 DESCRIPTION: 1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 14". LOCATED AT THE SLY SIDE OF 6TH STREET 235' WLY OF CENTERLINE INTERSECTION ALLEGHENY AVENUE.
 ELEV= 2590.838 (1982)

BY	MARK	DATE	DESCRIPTION	APPR.	DATE
ENGINEER			REVISIONS	CITY	

SB&O INC.
 PLANNING ENGINEERING SURVEYING
 41689 Enterprise Circle North, Suite 128
 Temecula, CA 92590
 951-695-6300
 951-695-6301 Fax

DESIGNED BY: DONALD R. BROOKS
 DRAWN BY: R.L.F.
 CHECKED BY: D.R.B.
 SCALE: PER PLAN
 DATE: 3/30/11
 JOB NUMBER: 68622.10

DATE: 4-18-11
 R.C.E. 41828 * EXP. 03-31-12

DESIGN BY: D.R.B.
 DRAWN BY: R.L.F.
 CHECKED BY: D.R.B.
 SCALE: PER PLAN
 DATE: 3/30/11
 JOB NUMBER: 68622.10

Reviewed By: [Signature] Staff Engineer Date: 4/21/11
 Recommended for Approval By: [Signature] Administrative Engineer Date: 4/21/11
 Approved By: [Signature] Consulting Engineer Date: 4-27-11

City of Beaumont, Public Works Department
 Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 33096-6, (PH C-3)
 IRVINE PARK (NORTH) 10+00.00 TO 13+12.98

SHEET **6**
 OF 6 SHEETS
 DRAWING NAME:
 FILE NO.: 1732-A

SUPERSEDES PLAN FILE #1732
 FOR: K. HOVNANIAN



City of Beaumont

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

Case No. 7102020-0449
Receipt No. 970310
Fee \$ 484.43 App; 3,000.00 Insp
Date Paid 2/12/20

Inv. 7786
00079657

BOND EXONERATION APPLICATION

Bond Type: Performance Maintenance Final Monument Inspection Other: _____

1. Contact's Name KEVIN METCALFE Phone 949-236-1042

2. Contact's Address 400 EXCHANGE IRVINE CA 92602
City/State/Zip

5. Contact's E-mail KMETCALFE@KHOU.COM

3. Developer Name KHOUMNIAN HOMES Phone 714-368-4500
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 400 EXCHANGE IRVINE CA 92602
City/State/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
Bond # 1058984 Tract 33096-6 Final Monumentation

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

KEVIN METCALFE [Signature] 1-21-20
Print Name and Sign – Contact/Applicant Date

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

KEVIN METCALFE [Signature] 1-21-20
Print Name and Sign – Contact/Applicant Date

TRANSMITTAL

To: CITY OF BEAUMONT – PUBLIC WORKS
 550 East 6th Street
 Beaumont, CA 92223

From: Eric Osterode

Date: January 23, 2020

Job No.: 68823.00

Attention: Sue Foxworth / Kevin Norville

RE: Tract 33096-6 – Four Seasons
 Monumentation

We are transmitting the following via GSO.

As Requested For Review/Approval For Your Information Please Reply

Number Of Copies	Number Of Sheets	Description	Date
1	--	Monumentation Letter Tract 33096-6	
1	--	Monument Bond Estimate Letter Tract 33096-6 dated 4/18/2011	
2	7	Centerline Tie Sheets	
1	5	Tract Map 33096-6 (11x17)	

COMMENTS: Please call if you have any questions.

Thank you,
 Eric Osterode
 EKO/jsh

Received By: _____ **Date:** _____

January 23, 2020
Job No. 68823.00

CITY OF BEAUMONT
Public Works/Engineering Dept.
550 E. 6th Street
Beaumont, CA 92223

Attn: Suzanne Foxworth
Kevin Norville

**RE: Four Seasons, Tract 33096-6 – City of Beaumont, CA
Monumentation**

Please be advised that the monuments shown to be set on the above noted map have been installed as of April 1, 2013 and are ready for inspection. For your use in the inspection of the monuments and in the release of the monument bond, if any, enclosed please find the following materials:

- 2 prints of Tract Map 33096-6 (11x17)
- 2 prints of Centerline Tie Sheets
- 1 copy of original Monument Bond Estimate

Please be advised that SB&O has been paid for its services relating to the installation of monuments and does not object to the release of the Subdivision Monumentation Bond.

If you have any questions and or would like additional information, please do not hesitate to contact me at 951-695-8900.

Sincerely,

SB&O, INC.



Eric Osterode, PLS 9371
Survey Department Manager

EKO/RPP/jsh



April 18, 2011

City of Beaumont
Engineering Department
550 E. 6th Street
Beaumont, CA 92223

Attn: Dennis Janda

RE: Tract No. 33096-6
Monument Bond Estimate

Dear Mr. Janda

In accordance with Section 66496 of the Subdivision Map Act of the State of California I hereby request that the placement of the monumentation for Tract No 33096-6 be deferred. The cost for setting the Tract monuments and providing centerline ties will be \$15,000.

This amount should be placed on deposit by the developer to guarantee payment for final monumentation and centerline ties.

I understand that in accordance with the Subdivision Map Act, should I be unable to collect payment for setting the final monumentation, I can make demand on the deposit in this amount and acknowledge that it is my obligation to set all monuments and submit all required centerline ties.

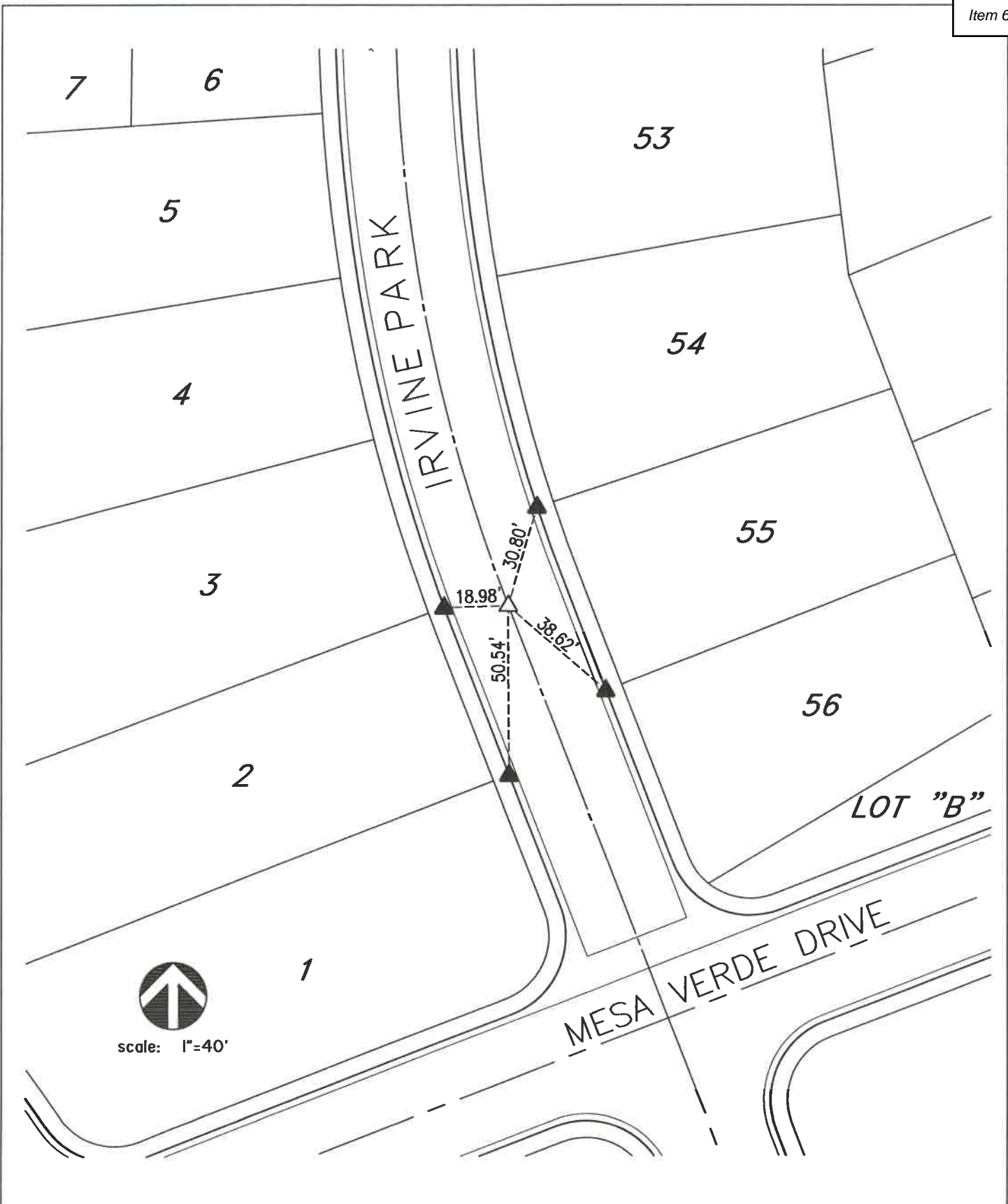
Sincerely,



Marissa Crowther, PLS 6152
SB&O, Inc.



I:\68822 Beaumont Four Seasons Tract 33096-6\dwg\TM\Tr 33096-6 Monument Bond Estimate.doc



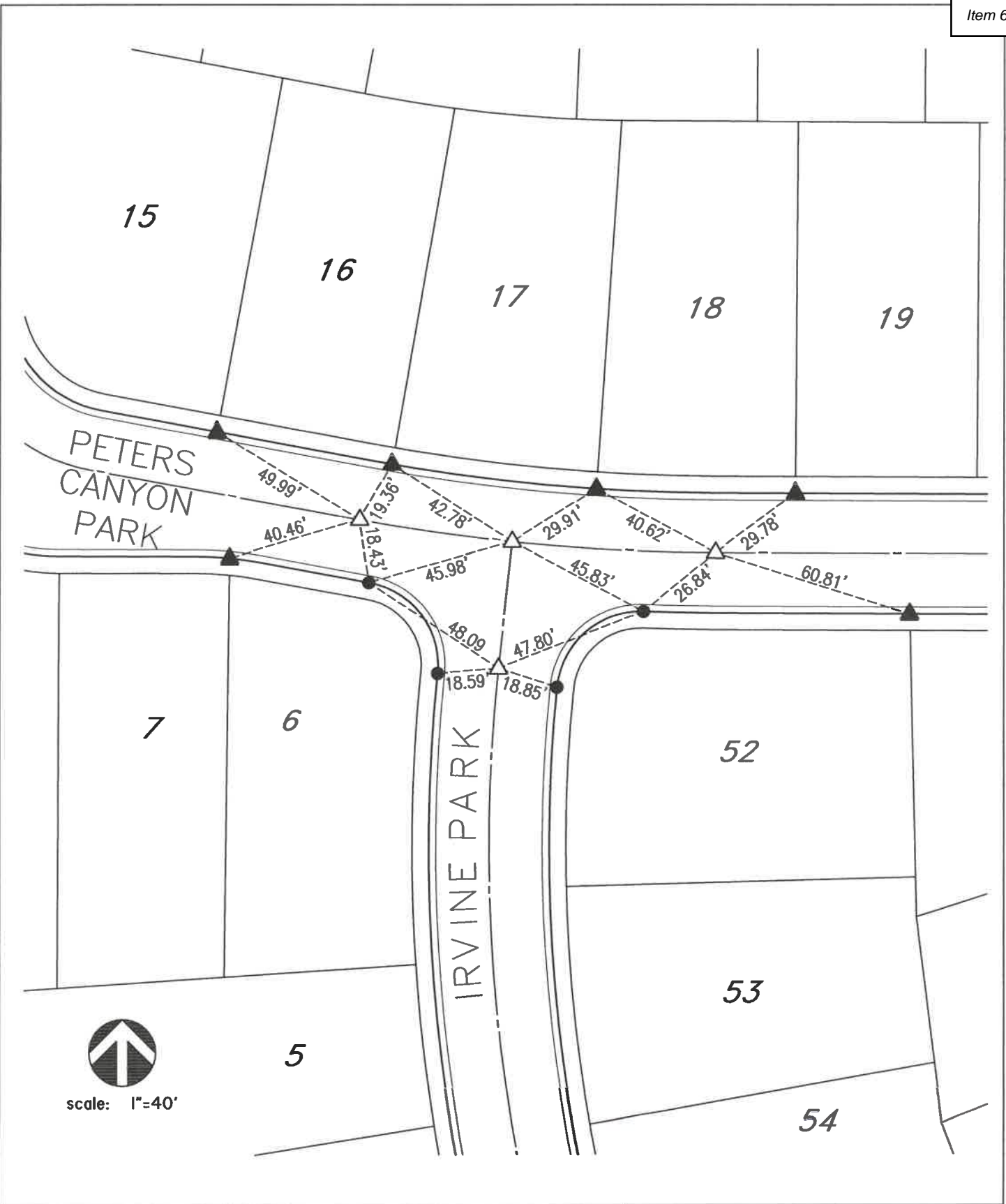
SB&O INC.
 PLANNING ENGINEERING SURVEYING
 41008 Chesapeake Circle North, Suite 120
 Temecula, Ca, 92590
 951-625-0930
 951-625-0931 Fax

LEGEND:

- △ COPPER WELD MONUMENT, LS 6152
- ▲ NAIL & TAG, LS 6152, IN TOP OF CURB
- MAG NAIL IN TOP OF CURB

STREET CENTERLINE TIES

IRVINE PARK
 TR 33096-6, MB 434/82-86



SB&O INC.
 PLANNING ENGINEERING SURVEYING
 41000 Enterprise Circle North, Suite 1200
 Tarrytown, NY 10590
 (914) 635-0000
 (914) 635-0001 Fax

68823

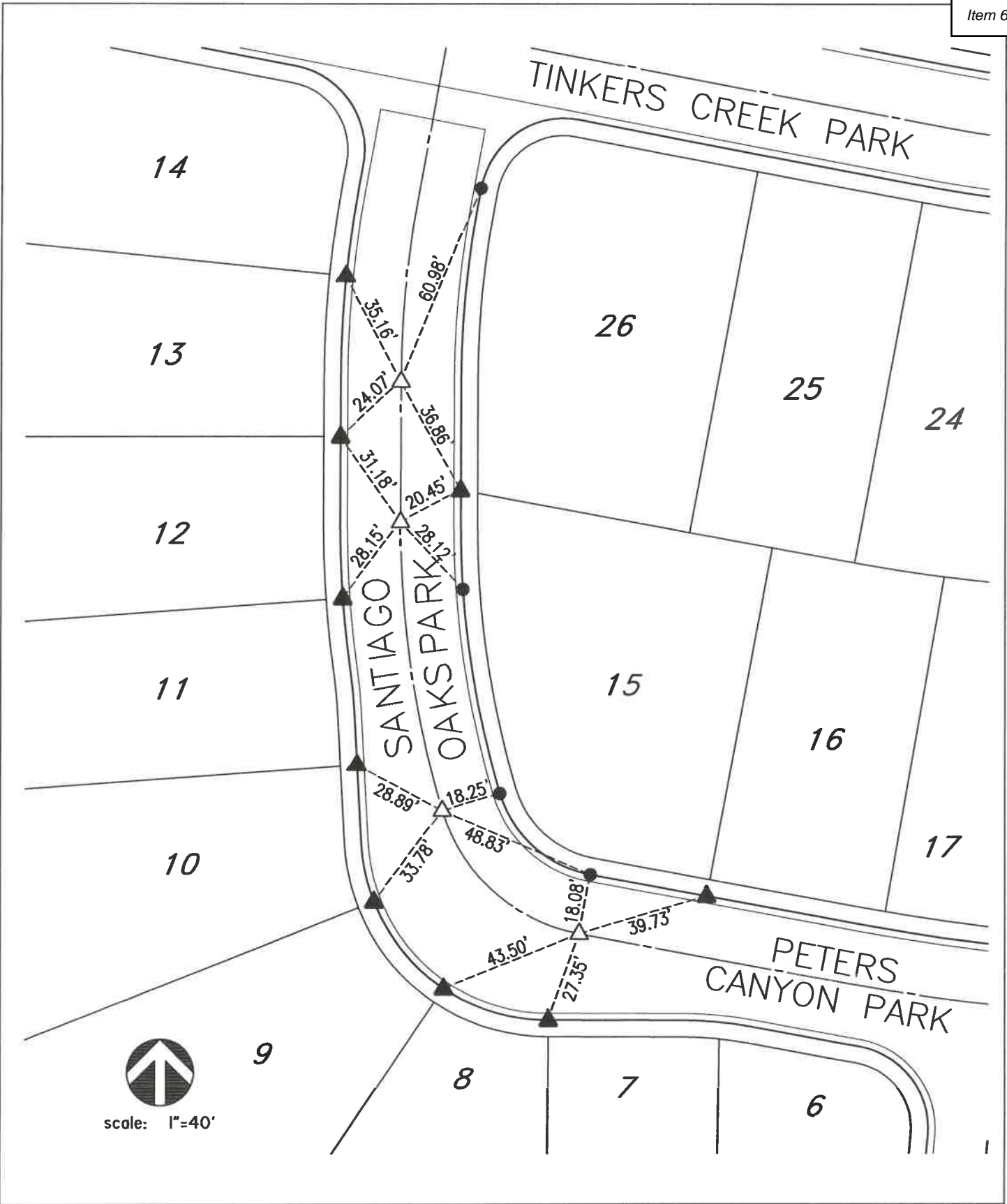
LEGEND:

- △ COPPER WELD MONUMENT, LS 6152
- ▲ NAIL & TAG, LS 6152, IN TOP OF CURB
- MAG NAIL IN TOP OF CURB

SCALE: 1"=40' DECEMBER 2012

STREET CENTERLINE TIES

IRVINE PARK/
 PETERS CANYON PARK
 TR 33096-6, MB 434/82-86
 SHEET 2 OF



SB&O inc.
 PLANNING ENGINEERING SURVEYING
 41008 Enterprise Circle North, Suite 100
 Fort Collins, CO 80504
 957-888-8800
 957-888-8801 Fax

LEGEND:

- △ COPPER WELD MONUMENT, LS 6152
- ▲ NAIL & TAG, LS 6152, IN TOP OF CURB
- MAG NAIL IN TOP OF CURB

STREET CENTERLINE TIES

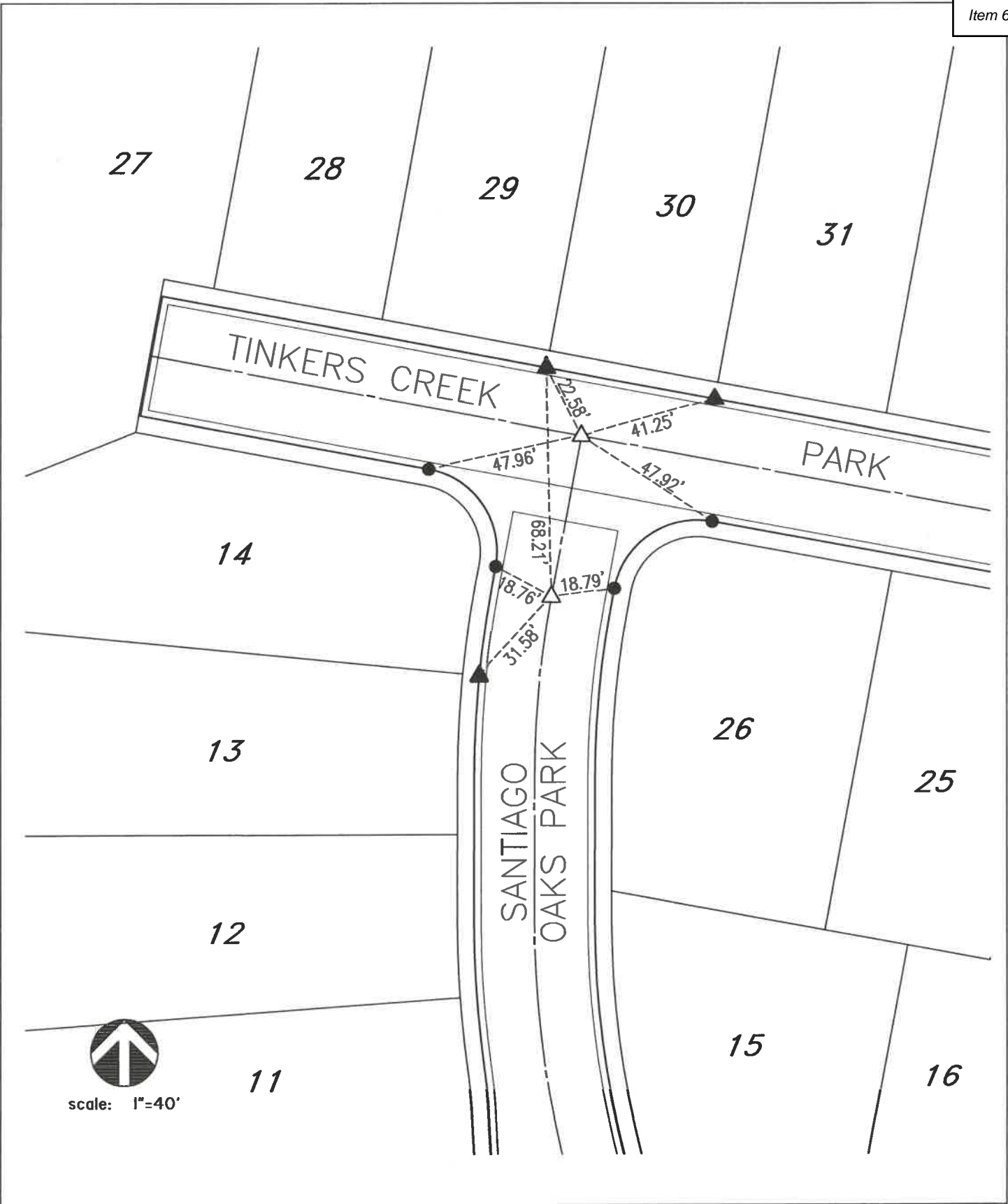
SANTIAGO OAKS PARK/
 PETERS CANYON PARK
 TR 33096-6, MB 434/82-86

68823

SCALE: 1"=40'

DECEMBER 2012

SHEET 3 OF



SB&O INC.
 PLANNING ENGINEERING SURVEYING
 41000 Chestnut Circle North, Suite 1200
 Torrance, Ca 90505
 310-585-6900
 310-585-6901 Fax

LEGEND:

- △ COPPER WELD MONUMENT, LS 6152
- ▲ NAIL & TAG, LS 6152, IN TOP OF CURB
- MAG NAIL IN TOP OF CURB

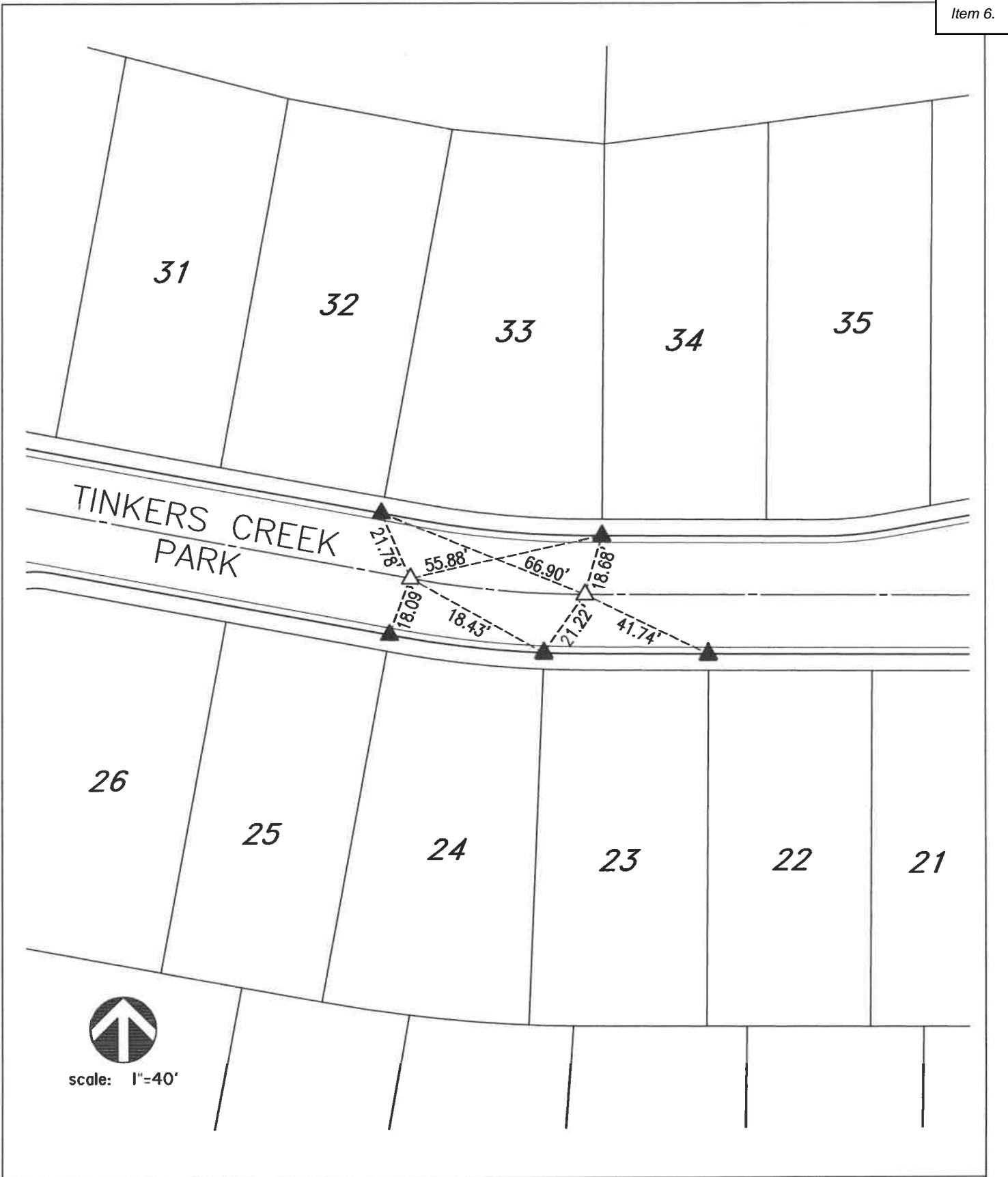
STREET CENTERLINE TIES

TINKERS CREEK PARK/
 SANTIAGO OAKS PARK
 TR 33096-6, MB 434/82-86
 SHEET 4 OF

68823

SCALE: 1"=40'

DECEMBER 2012



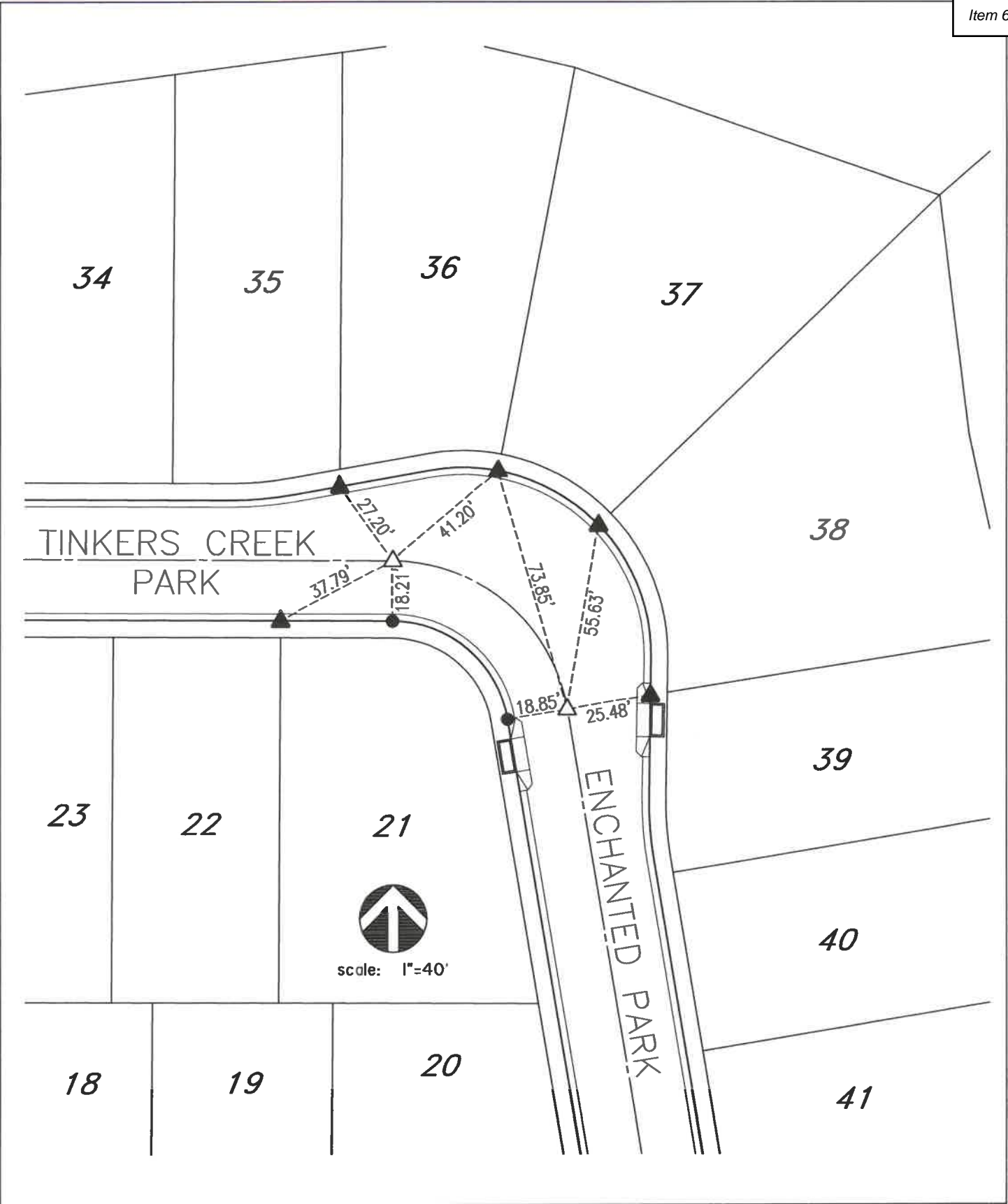
SB&O INC.
 PLANNING ENGINEERING SURVEYING
 41688 Enterprise Circle North, Suite 120
 Tallahassee, FL 32303
 904-486-6900
 904-486-6901 Fax

LEGEND:

- △ COPPER WELD MONUMENT, LS 6152
- ▲ NAIL & TAG, LS 6152, IN TOP OF CURB
- MAG NAIL IN TOP OF CURB

STREET CENTERLINE TIES

TINKERS CREEK PARK
 TR 33096-6, MB 434/82-86



SB&O INC.
 PLANNING ENGINEERING SURVEYING
 41055 Enterprise Circle, Suite 120
 Terraset, IA 50591
 561-995-9800
 561-995-9821 FAX

- LEGEND:
- △ COPPER WELD MONUMENT, LS 6152
 - ▲ NAIL & TAG, LS 6152, IN TOP OF CURB
 - MAG NAIL IN TOP OF CURB

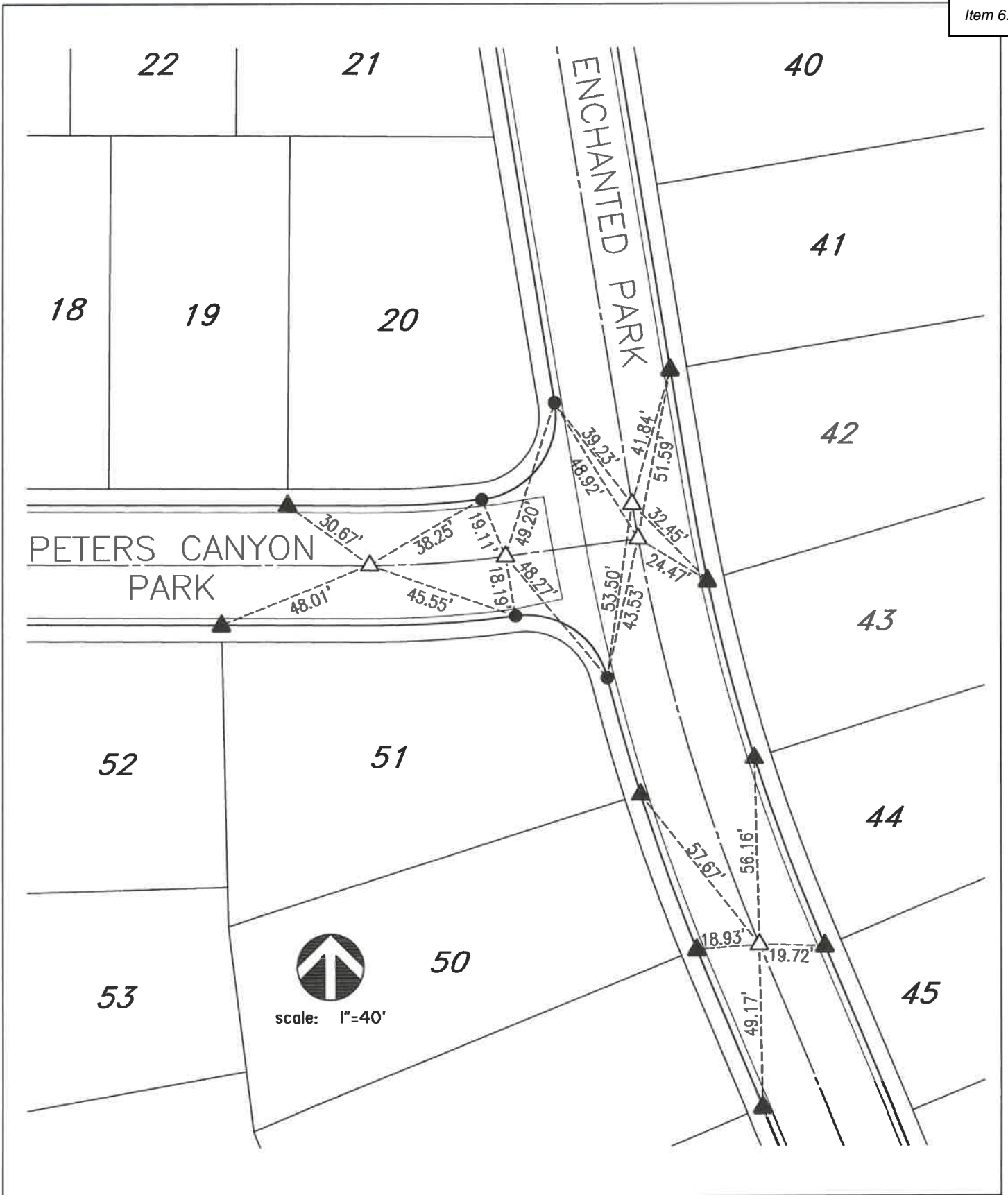
STREET CENTERLINE TIES

TINKERS CREEK PARK/
 ENCHANTED PARK
 TR 33096-6, MB 434/82-86

68823

SCALE: 1"=40' DECEMBER 2012

SHEET 6 OF 7



SB&O INC.
 PLANNING ENGINEERING SURVEYING
 41026 Enchanted Circle North, Suite 1205
 Tallahassee, FL 32309
 904-905-0200
 904-905-0201 Fax

LEGEND:

- △ COPPER WELD MONUMENT, LS 6152
- ▲ NAIL & TAG, LS 6152, IN TOP OF CURB
- MAG NAIL IN TOP OF CURB

STREET CENTERLINE TIES

ENCHANTED PARK/
 PETERS CANYON PARK
 TR 33096-6, MB 434/82-86
 SHEET 7 OF

NUMBERED LOTS 56
LETTERED LOTS 5 (PRIVATE STREETS)
LETTERED LOTS 6 (PRIVATE USE)

13.75 ACRES

DATE OF SURVEY: JANUARY 2011

ALL OF TENTATIVE
TRACT MAP 33096-6

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

TRACT NO. 33096-6

BEING A SUBDIVISION OF A PORTION OF FRACTIONAL SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY A PORTION OF LOT 3 OF TRACT NO. 32259 AS SHOWN BY A MAP ON FILE IN BOOK 371 OF MAPS, PAGES 22 THROUGH 27 INCLUSIVE, AND A PORTION OF LOTS 73, "C" AND "F" OF TRACT NO. 33096-4 AS SHOWN BY MAP ON FILE IN BOOK 422 OF MAPS, PAGES 25 THROUGH 32, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY.

SB&O, INC. MARISSA CROWTHER, P.L.S. 6152

RECORDER'S CERTIFICATE:
FILED THIS 20th DAY OF July, 2011
AT 3:39 P.M., IN BOOK 434 OF MAPS,
AT PAGES 82-86, AT THE REQUEST OF
THE CLERK OF THE BOARD.
NO. 2011-0318277
FEE \$19-
LARRY W. WARD, ASSESSOR, COUNTY CLERK & RECORDER
BY: Monis, DEPUTY
SUBDIVISION GUARANTEE
ORANGE COAST TITLE COMPANY

OWNERSHIP STATEMENT.

I HEREBY STATE THAT I AM THE OWNER OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT I AM THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT I CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

I HEREBY RETAIN LOTS "A" THROUGH "F", INCLUSIVE FOR SIDEWALK, PARKING, LANDSCAPING AND RECREATION PURPOSES AS SHOWN HEREON, FOR PRIVATE USE FOR THE SOLE BENEFIT OF MYSELF, MY SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

I HEREBY RETAIN LOTS "G" THROUGH "K", INCLUSIVE, INDICATED AS "PRIVATE STREET" AS SHOWN HEREON FOR PRIVATE USE FOR THE SOLE BENEFIT OF MYSELF, MY SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

I HEREBY DEDICATE TO THE CITY OF BEAUMONT, EASEMENTS FOR SEWER PURPOSES WITHIN PRIVATE STREET LOTS "G" THROUGH "K", INCLUSIVE, AS SHOWN ON THIS MAP.

I HEREBY DEDICATE TO THE CITY OF BEAUMONT, EASEMENTS FOR INGRESS AND EGRESS FOR PUBLIC SAFETY AND UTILITY MAINTENANCE VEHICLE PURPOSES OVER IRVINE PARK NORTH (LOT "H"), PETERS CANYON PARK (LOT "I"), SANTIAGO OAKS PARK (LOT "J"), TINKERS CREEK PARK (LOT "K"), AND ENCHANTED PARK NORTH (LOT "G"), THE PRIVATE STREET LOTS AS SHOWN ON THIS MAP.

I HEREBY RETAIN THE EASEMENTS INDICATED FOR DRAINAGE PURPOSES AS SHOWN HEREON FOR PRIVATE USE FOR THE SOLE BENEFIT OF MYSELF, MY SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

HIRAIR A. HOVNANIAN
[Signature]
NAME: HIRAIR A. HOVNANIAN

K. HOVNANIAN'S FOUR SEASONS AT BEAUMONT, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Shane Maloney
SHANE MALONEY, VICE PRESIDENT OF OPERATIONS
K. HOVNANIAN COMPANIES OF CALIFORNIA, INC.,
AUTHORIZED AGENT

TAX BOND CERTIFICATE.

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 2,000.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: 4-26, 2011

KECIA HARPER-IHEM
CLERK OF THE BOARD OF SUPERVISORS

BY: _____ DEPUTY

CASH TAX BOND
DON KENT
COUNTY TAX COLLECTOR

BY: [Signature] DEPUTY

TAX COLLECTOR'S CERTIFICATE.

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 2,000.00. THIS CERTIFICATION EXCLUDES ANY SUPPLEMENTAL ASSESSMENTS NOT YET EXTENDED.

DATED: 4-26, 2011.
DON KENT, COUNTY TAX COLLECTOR

BY: [Signature] DEPUTY

SOILS REPORT.

A PRELIMINARY SOILS REPORT WAS PREPARED BY LEIGHTON AND ASSOCIATES, INC., DATED 4/18/03 AS REQUIRED BY THE HEALTH AND SAFETY CODE.

SIGNATURE OMISSIONS.

PURSUANT TO THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

- SOUTHERN CALIFORNIA GAS COMPANY, A CORPORATION, AND SOUTHERN COUNTIES GAS COMPANY OF CALIFORNIA, A CORPORATION, HOLDER OF AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED APRIL 20, 1971, AS INSTRUMENT NO. 40682 O.R.
- SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR PIPELINES, CONDUITS, COMMUNICATIONS AND OTHER APPURTENANCES PER DOCUMENT RECORDED JUNE 21, 2007, AS INSTRUMENT NO. 2007-0406117 O.R. SAID EASEMENT CAN NOT BE LOCATED FROM THE RECORD.
- SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT AND RIGHT OF WAY FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS PER DOCUMENT RECORDED OCTOBER 31 2007, AS INSTRUMENT NO. 2007-0668790 O.R.
- K. HOVNANIAN'S FOUR SEASON AT BEAUMONT COMMUNITY ASSOCIATION, INC., A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION, HOLDER OF NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS, USE AND MAINTENANCE, PER DOCUMENT RECORDED APRIL 2, 2008, AS INSTRUMENT NO. 2008-0163611 O.R.

NOTARY ACKNOWLEDGMENT.

STATE OF California
COUNTY OF San Bernardino

ON April 13, 2011 BEFORE ME, Cathie Zhou, Notary Public PERSONALLY
APPEARED Shane Maloney 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 FORGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:
[Signature]
NOTARY PUBLIC IN AND FOR SAID STATE

Cathie Zhou
(PRINT NAME)



MY PRINCIPAL PLACE OF BUSINESS IS
IN San Bernardino COUNTY.
MY COMMISSION EXPIRES: Oct. 21, 2012

NOTARY ACKNOWLEDGMENT.

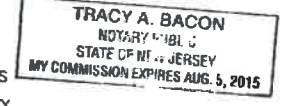
STATE OF NJ
COUNTY OF Monmouth

ON April 15, 2011 BEFORE ME, Tracy Bacon PERSONALLY
APPEARED Hirair A. Hovnanian 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 FORGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:
[Signature]
NOTARY PUBLIC IN AND FOR SAID STATE

Tracy A Bacon
(PRINT NAME)



MY PRINCIPAL PLACE OF BUSINESS IS
IN Monmouth COUNTY.
MY COMMISSION EXPIRES: August 5, 2015

SURVEYOR'S STATEMENT.

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF FIVE (5) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING JANUARY 2011; THAT ALL THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: May 5, 2011
[Signature]
MARISSA CROWTHER L.S. 6152
EXPIRES: 3-31-2012



CITY ENGINEER'S STATEMENT.

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP; THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 33096 BY THE BEAUMONT CITY COUNCIL ON MARCH 15, 2011 AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF TITLE 16 OF THE BEAUMONT MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT; THAT THE PLANS FOR THE DRAINS, DRAINAGE WORKS AND SEWERS SUFFICIENT TO PROTECT ALL LOTS IN THE SUBDIVISION FROM FLOODS HAVE BEEN APPROVED; THAT A COMPLETE SET OF PLANS FOR THE CONSTRUCTION OF ALL REQUIRED IMPROVEMENTS HAS BEEN FILED WITH THE COMMUNITY DEVELOPMENT DEPARTMENT AND THAT THE SAME HAVE BEEN CHECKED AND APPROVED; AND THAT ALL IMPROVEMENTS HAVE BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS OR THAT THE SUBDIVIDER HAS ENTERED INTO AGREEMENT WITH THE CITY OF BEAUMONT COVERING COMPLETION OF ALL IMPROVEMENTS AND SPECIFYING THE TIME FOR COMPLETING THE SAME AS MAY BE REQUIRED BY THE CONDITIONS OF APPROVAL DATED MARCH 15, 2011.

FOR DEEPAK MOORJANI, R.C.E. 51047,
CITY ENGINEER, CITY OF BEAUMONT

DATED: 30 JUNE, 2011.
[Signature]
BY: DENNIS W. JANDA, S 6359



BEAUMONT CITY COUNCIL CERTIFICATE.

I HEREBY CERTIFY THAT THIS MAP WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT ON THE 21 DAY OF JUNE, 2011. AND THAT THE OFFER(S) OF DEDICATION(S) DEPICTED HEREON WERE NOT ACCEPTED. THE CITY COUNCIL MAY, HOWEVER, BY RESOLUTION AT ANY LATER DATE, AND WITHOUT FURTHER ACTION BY THE SUBDIVIDER, RESCIND ITS ACTION AND ACCEPT THE FOLLOWING DEDICATION(S) AND IMPROVEMENTS FOR PUBLIC USE, WHICH ACCEPTANCE SHALL BE RECORDED IN THE RIVERSIDE COUNTY RECORDER.

THE EASEMENT(S) FOR SEWER PURPOSES WITHIN PRIVATE STREET LOTS "G" THROUGH "K", INCLUSIVE, AS SHOWN ON THIS MAP.

THE EASEMENT(S) FOR INGRESS AND EGRESS FOR PUBLIC SAFETY AND UTILITY MAINTENANCE VEHICLE PURPOSES OVER IRVINE PARK NORTH (LOT "H"), PETERS CANYON PARK (LOT "I"), SANTIAGO OAKS PARK (LOT "J"), TINKERS CREEK PARK (LOT "K"), AND ENCHANTED PARK NORTH (LOT "G"), THE PRIVATE STREET LOTS AS SHOWN ON THIS MAP.

DATED: 7-11, 2011. BY: [Signature]
CITY CLERK, CITY OF BEAUMONT,
RIVERSIDE COUNTY, CALIFORNIA

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

SHEET 2 OF 5 SHEETS

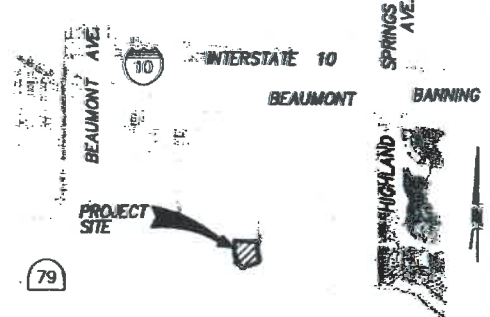
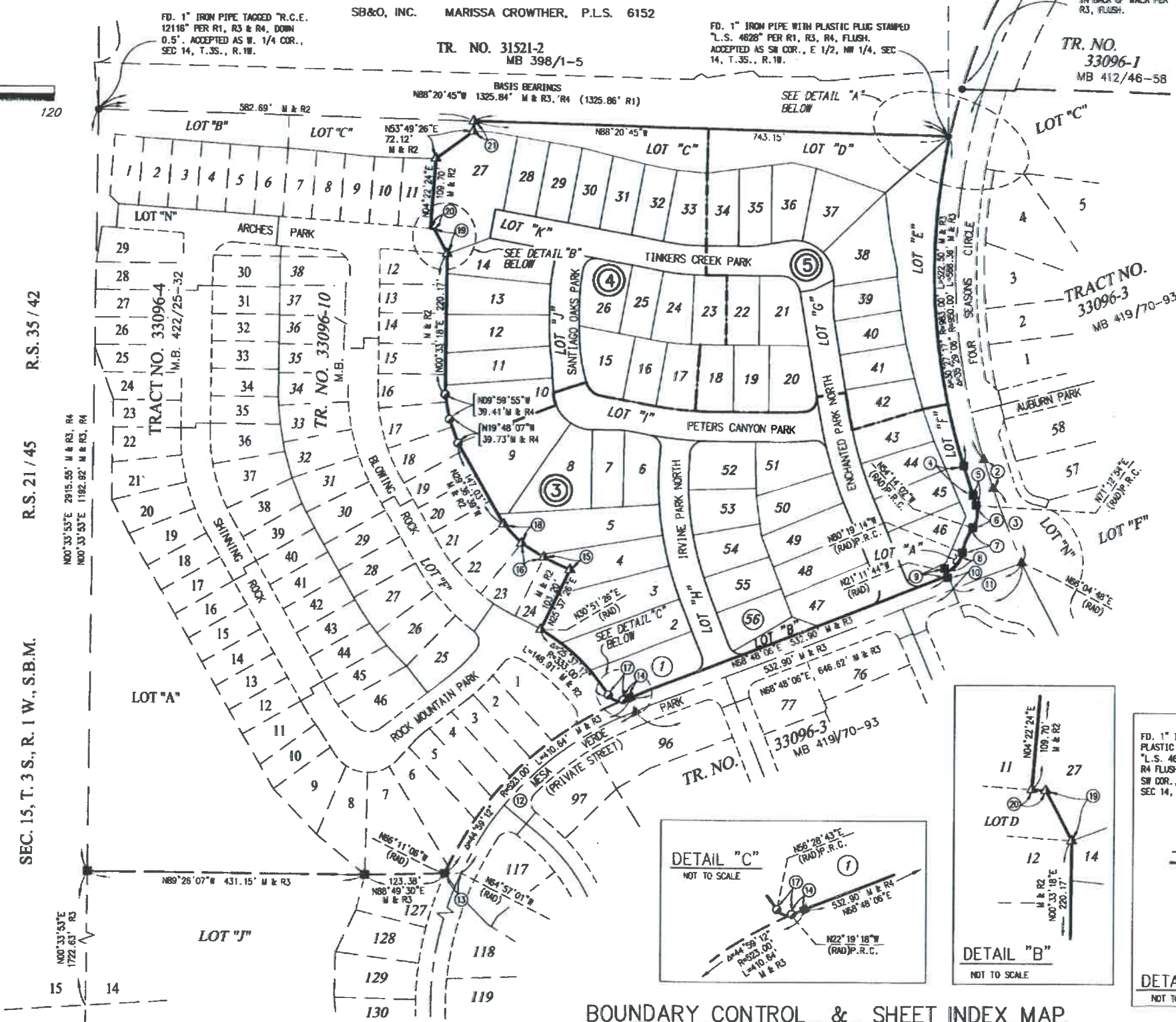
TRACT NO. 33096-6

BEING A SUBDIVISION OF A PORTION OF FRACTIONAL SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY A PORTION OF LOT 3 OF TRACT NO. 32259 AS SHOWN BY A MAP ON FILE IN BOOK 371 OF MAPS, PAGES 22 THROUGH 27 INCLUSIVE, AND A PORTION OF LOTS 73, "C" AND "F" OF TRACT NO. 33096-4 AS SHOWN BY MAP ON FILE IN BOOK 422 OF MAPS, PAGES 25 THROUGH 32, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY.

BASIS OF BEARINGS:
BEARINGS ARE BASED ON THE EAST-WEST CENTER SECTION LINE OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, S.B.M. AS SHOWN BY MAP OF TRACT NO. 33096-3. ON FILE IN BOOK 419 OF MAPS, PAGES 70 THROUGH 93, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, BEING N.8820'56"W.



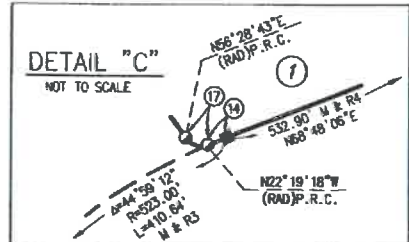
NO.	BRNG/DELTA	RADIUS	LENGTH
1	(NOT USED)		
2	N18°01'14"W	--	48.37' M & R3
3	05°53'58"	1206.00'	124.18' M & R3
4	N18°01'14"W	--	48.37' M & R3
5	00°45'52"	1239.00'	16.53' M & R3
6	54°33'04"	39.00'	37.13' M & R3
7	26°05'12"	93.50'	42.57' M & R3
8	58°07'20"	39.00'	40.24' M & R3
9	N21°11'54"W (RAD)	--	6.00' M & R3
10	N21°11'54"W	--	23.00' M & R3
11	N68°48'06"E	--	113.72' M & R3
12	43°45'07"	500.00'	381.81'
13	N68°49'30"E	--	25.50'
14	01°07'24"	523.00'	10.25' M & R2
15	N64°21'55"W	--	45.00' M & R2
16	N57°39'42"W	--	40.92' M & R2
17	78°48'01"	20.00'	27.51' M & R2
18	N43°46'15"W	--	40.86' M & R2
19	N27°36'07"W	--	44.21' M & R2
20	N85°37'36"W	--	6.00' M & R2
21	N01°39'15"E	--	16.03' M & R2



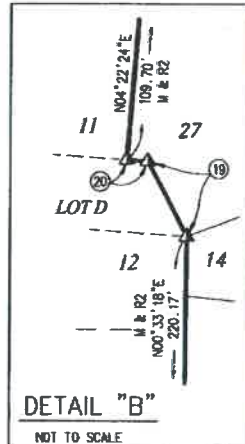
VICINITY MAP
NOT TO SCALE

SURVEYOR'S NOTES:

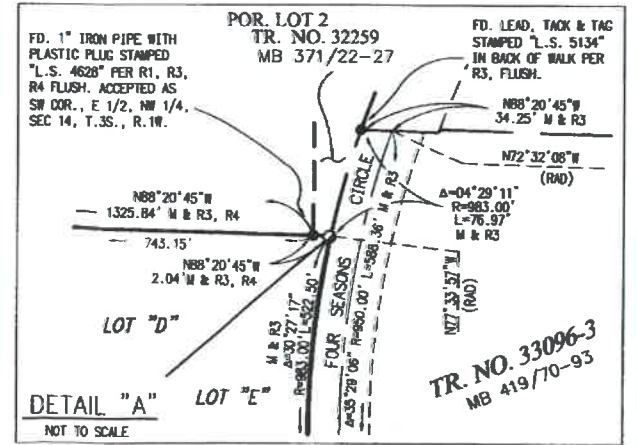
- M - MEASURED
- C/F - CALCULATED FROM
- () - RECORD DATA
- R1 - TRACT NO. 31521-2, M.B. 398/1-8
- R2 - TRACT NO. 33096-10, M.B. /
- R3 - TRACT NO. 33096-3, M.B. 419/70-93.
- R4 - TRACT NO. 33096-4, M.B. 422/25-32.
- (RAD) - DENOTES RADIAL BEARING
- ALL MONUMENTS SHOWN AS SET WILL BE SET WITHIN ONE YEAR AFTER THE ACCEPTANCE OF IMPROVEMENTS BY THE CITY COUNCIL.
- LOT CORNER MONUMENTS:
AT REAR LOT CORNERS SET 1" IRON PIPE TAGGED "L.S. 6152", FLUSH.
AT FRONT LOT CORNERS, B.C.'S, E.C.'S AND CORNER CUT OFF SET A LEAD, TACK AND BRASS WASHER STAMPED "L.S. 6152" IN THE TOP OF CURBS ON THE SIDELINES PRODUCED.
- △ SET 5/8" COPPER CLAD STEEL PIN WITH 1/2" BRASS CAP STAMPED "L.S. 6152" IN ASPHALT, FLUSH.
- ⊙ DENOTES FOUND MONUMENT AS NOTED AND REFERENCED HEREON
- ⊙ DENOTES 2" IRON PIPE TAGGED "L.S. 5134" OR SPIKE AND WASHER STAMPED "L.S. 5134" OR LEAD, TACK AND TAG "L.S. 5134" TO BE SET PER TRACT NO. 33096-4, M.B. 422/25-32.
- ⊙ DENOTES 2" IRON PIPE IRON PIPE TAGGED "L.S. 5134" OR SPIKE AND WASHER STAMPED "L.S. 5134" OR LEAD, TACK AND TAG "L.S. 5134" TO BE SET PER TRACT NO. 33096-3, M.B. 419/70-93.
- △ DENOTES 1 1/2" BRASS CAP STAMPED "L.S. 5134", TO BE SET PER TRACT. NO. 33096-3, M.B. 419 /70-93.
- △ DENOTES 1 1/2" BRASS CAP STAMPED "L.S. 5134", TO BE SET PER TRACT. NO. 33096-10, MB /
- NO MONUMENTS WILL BE SET FOR LOT LINES DIVIDING PRIVATE STREETS.



DETAIL "C"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE



DETAIL "A"
NOT TO SCALE

BOUNDARY CONTROL & SHEET INDEX MAP

⊙ INDICATES SHEET NUMBER



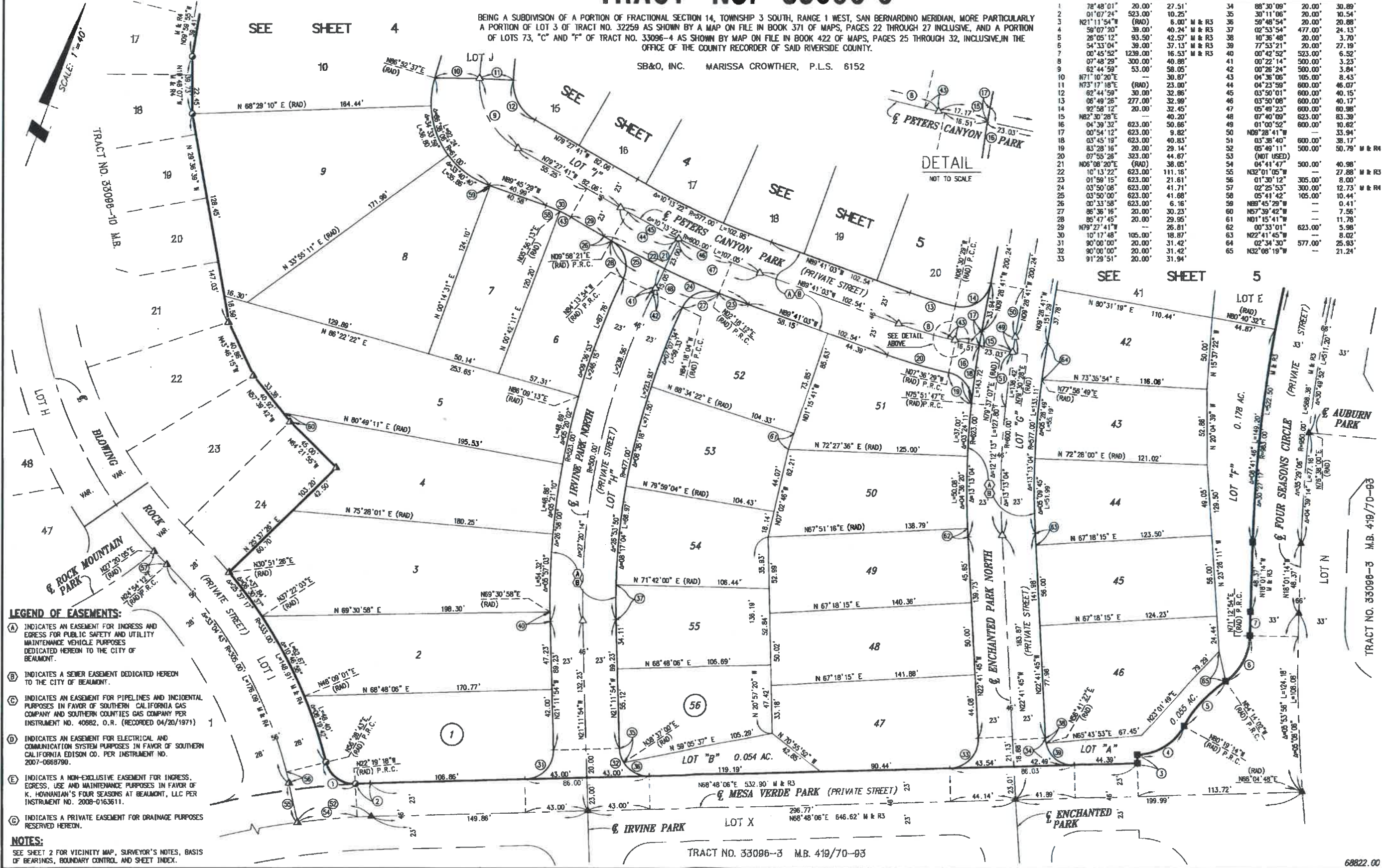
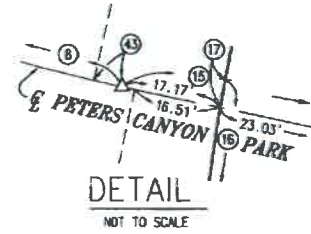
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

TRACT NO. 33096-6

BEING A SUBDIVISION OF A PORTION OF FRACTIONAL SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY A PORTION OF LOT 3 OF TRACT NO. 32259 AS SHOWN BY A MAP ON FILE IN BOOK 371 OF MAPS, PAGES 22 THROUGH 27 INCLUSIVE, AND A PORTION OF LOTS 73, "C" AND "F" OF TRACT NO. 33096-4 AS SHOWN BY MAP ON FILE IN BOOK 422 OF MAPS, PAGES 25 THROUGH 32, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY.

SB&O, INC. MARISSA CROWTHER, P.L.S. 6152

DATA TABLE				DATA TABLE			
NO	BNG/DELTA	RADIUS	LENGTH	NO	BNG/DELTA	RADIUS	LENGTH
1	78°48'01"	20.00	27.51'	34	88°30'09"	20.00	30.89'
2	01°07'24"	523.00	10.25'	35	30°11'06"	20.00	10.54'
3	N21°11'54"W	(RAD)	6.00'	36	59°46'54"	20.00	20.88'
4	59°07'20"	39.00	40.24'	37	02°53'54"	477.00	24.13'
5	29°05'12"	93.50	42.57'	38	19°38'48"	20.00	3.70'
6	54°33'04"	39.00	37.13'	39	77°53'17"	20.00	27.19'
7	00°45'52"	1239.00	16.53'	40	00°45'52"	523.00	6.52'
8	07°48'29"	300.00	40.88'	41	00°22'14"	500.00	3.23'
9	62°44'59"	53.00	58.05'	42	00°26'24"	500.00	3.84'
10	N71°10'20"E	—	30.87'	43	04°36'06"	105.00	8.43'
11	N73°17'18"E	(RAD)	23.00'	44	04°23'59"	600.00	46.07'
12	62°44'59"	30.00	32.86'	45	03°50'01"	600.00	40.15'
13	06°49'26"	277.00	32.99'	46	03°50'08"	600.00	40.17'
14	92°58'12"	20.00	32.45'	47	05°49'23"	600.00	60.98'
15	N82°30'28"E	—	40.20'	48	07°40'09"	623.00	83.39'
16	04°39'32"	623.00	50.86'	49	01°00'52"	600.00	10.62'
17	00°54'12"	623.00	9.82'	50	N08°28'41"W	—	33.94'
18	03°45'19"	623.00	40.83'	51	03°38'40"	600.00	38.17'
19	83°28'16"	20.00	29.14'	52	05°49'11"	500.00	50.79'
20	07°55'28"	323.00	44.67'	53	(NOT USED)	—	—
21	N06°08'20"E	(RAD)	38.05'	54	04°41'47"	500.00	40.98'
22	10°13'22"	623.00	111.16'	55	N32°01'05"W	—	27.88'
23	01°59'16"	623.00	21.61'	56	01°30'12"	305.00	8.00'
24	03°59'08"	623.00	41.71'	57	02°25'53"	300.00	12.73'
25	03°50'00"	623.00	41.68'	58	05°41'42"	105.00	10.44'
26	00°33'58"	623.00	6.16'	59	N88°45'29"W	—	0.41'
27	86°36'16"	20.00	30.23'	60	N57°39'42"W	—	7.56'
28	85°47'45"	20.00	29.95'	61	N01°15'41"W	—	11.78'
29	N09°27'41"W	—	26.81'	62	00°33'01"	623.00	5.98'
30	10°17'48"	105.00	18.87'	63	N22°41'45"W	—	8.02'
31	90°00'00"	20.00	31.42'	64	02°34'30"	577.00	25.93'
32	90°00'00"	20.00	31.42'	65	N32°08'19"W	—	21.24'
33	91°29'51"	20.00	31.94'				



- LEGEND OF EASEMENTS:**
- (A) INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR PUBLIC SAFETY AND UTILITY MAINTENANCE VEHICLE PURPOSES DEDICATED HEREON TO THE CITY OF BEAUMONT.
 - (B) INDICATES A SEWER EASEMENT DEDICATED HEREON TO THE CITY OF BEAUMONT.
 - (C) INDICATES AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN COUNTIES GAS COMPANY PER INSTRUMENT NO. 40682, O.R. (RECORDED 04/20/1971)
 - (D) INDICATES AN EASEMENT FOR ELECTRICAL AND COMMUNICATION SYSTEM PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON CO. PER INSTRUMENT NO. 2007-0665790.
 - (E) INDICATES A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND MAINTENANCE PURPOSES IN FAVOR OF K. HOVANNIAN'S FOUR SEASONS AT BEAUMONT, LLC PER INSTRUMENT NO. 2008-0163611.
 - (F) INDICATES A PRIVATE EASEMENT FOR DRAINAGE PURPOSES RESERVED HEREON.
- NOTES:**
SEE SHEET 2 FOR VICINITY MAP, SURVEYOR'S NOTES, BASIS OF BEARINGS, BOUNDARY CONTROL AND SHEET INDEX.

TRACT NO. 33096-6

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

SHEET 4 OF 5 SHEETS

BEING A SUBDIVISION OF A PORTION OF RACETRACK SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY A PORTION OF LOT 3 OF TRACT NO. 32259 AS SHOWN BY A MAP ON FILE IN BOOK 371 OF MAPS, PAGES 22 THROUGH 27 INCLUSIVE, AND A PORTION OF LOTS 73, "C" AND "F" OF TRACT NO. 33096-4 AS SHOWN BY MAP ON FILE IN BOOK 422 OF MAPS, PAGES 25 THROUGH 32, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY.

SR&O, INC. MARISSA CROWTHER, P.L.S. 6152

LEGEND OF EASEMENTS:

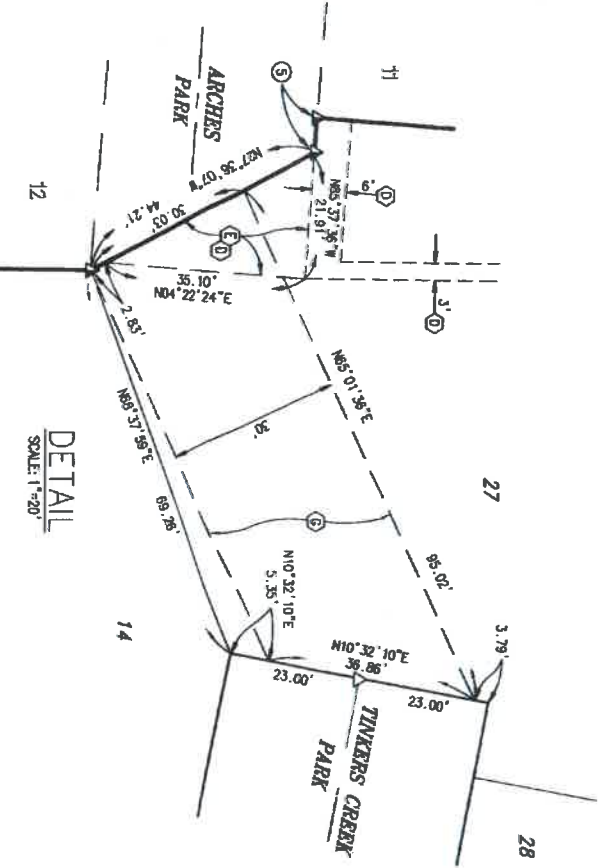
- Ⓐ INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR PUBLIC SAFETY AND UTILITY MAINTENANCE VEHICLE PURPOSES DEDICATED HERETO TO THE CITY OF BEAUMONT.
- Ⓑ INDICATES A SEWER EASEMENT DEDICATED HERETO TO THE CITY OF BEAUMONT.
- Ⓒ INDICATES AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN CALIFORNIA GAS COMPANY FOR INSTRUMENT NO. 44682, D.P. (RECORDED 04/20/1971)
- Ⓓ INDICATES AN EASEMENT FOR ELECTRIC, AND COMMUNICATION SYSTEM PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON CO. PER INSTRUMENT NO. 2007-0668790.
- Ⓔ INDICATES A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND MAINTENANCE PURPOSES IN FAVOR OF K. HOWLAND'S FOUR SEASONS AT BEAUMONT, LLC PER INSTRUMENT NO. 2008-0163811.
- Ⓕ INDICATES A PRIVATE EASEMENT FOR DRAINAGE PURPOSES RESERVED HERETO.

NOTES:

- 1. SEE SHEET 2 FOR VICINITY MAP, SURVEYOR'S NOTES, BASIS OF BEARINGS, BOUNDARY CONTROL AND SHEET INDEX.

FD, 1" IRON PIPE TAGGED "R.C.C.", 12116" PER R.S. 81/23-24, DOWN 0.5", ACCEPTED AS W. 1/4 COR., SEC. 14, T.3S., R.1E.

TRACT NO. 31521-2 M.B. 388 / 1-8



DATA TABLE

NO.	BEARING/Delta	RADIUS	LENGTH
1	N01°39'15"E	300.00'	16.03' M & R A
2	N10°13'22"E	323.00'	57.63'
3	N10°13'22"E	277.00'	49.42'
4	N85°17'52"W	20.00'	6.00'
5	S90°00'00"W	20.00'	31.42'
6	S90°00'00"W	20.00'	48.96'
7	N10°32'19"E	323.00'	46.31'
8	N08°12'58"E	105.00'	9.30'
9	N11°10'20"E (RAD)	30.00'	23.86'
10	N17°17'18"E	30.00'	32.86'
11	N73°44'58"W	600.00'	46.07'
12	N04°23'59"E	600.00'	60.98'
13	N05°48'23"W	53.00'	58.00'
14	N02°44'59"E	53.00'	44.39'
15	N08°53'53"W	300.00'	41.76'
16	N01°31'12"E	300.00'	50.00'
17	N03°11'12"E	300.00'	50.00'
18	N10°31'12"E	277.00'	50.86'
19	N10°31'12"E	277.00'	50.86'
20	N10°31'12"E	277.00'	50.86'
21	N10°31'12"E	277.00'	50.86'
22	N10°31'12"E	277.00'	50.86'
23	N00°01'07"E	577.00'	6.44'
24	N00°01'07"E	577.00'	6.44'
25	N00°38'23"E	432.00'	23.92'
26	N03°10'22"E	432.00'	16.52'
27	N02°11'30"E	432.00'	12.61'
28	N02°14'11"E	600.00'	40.14'
29	N03°50'00"E	600.00'	19.59'
30	N18°23'27"E	61.00'	23.45'
31	N03°07'23"W	323.00'	23.45'
32	N03°07'23"W	323.00'	23.19'
33	N04°06'47"E	323.00'	23.13'
34	N04°06'47"E	323.00'	27.27'
35	N85°20'45"W	---	---



69822.00

201-0318271
Original 431/86

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.
TRACT NO. 33096-6

BEING A SUBDIVISION OF A PORTION OF FRACTIONAL SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY A PORTION OF LOT 3 OF TRACT NO. 32258 AS SHOWN BY A MAP ON FILE IN BOOK 371 OF MAPS, PAGES 22 THROUGH 27 INCLUSIVE, AND A PORTION OF LOTS 73, C AND F OF TRACT NO. 33096-4 AS SHOWN BY MAP ON FILE IN BOOK 422 OF MAPS, PAGES 25 THROUGH 32, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY.

SBA&O, INC. MARISSA CROWTHER, P.L.S. 6152

LEGEND OF EASEMENTS:

- (A) INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR PUBLIC SAFETY AND UTILITY MAINTENANCE VEHICLE PURPOSES DEDICATED HERETO TO THE CITY OF BEAUMONT.
- (B) INDICATES A SENIOR EASEMENT DEDICATED HERETO TO THE CITY OF BEAUMONT.
- (C) INDICATES AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN CALIFORNIA GAS COMPANY PER INSTRUMENT NO. 40992, O.R. (RECORDED 04/20/1971)
- (D) INDICATES AN EASEMENT FOR ELECTRICAL AND COMMUNICATION SYSTEM PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON CO. PER INSTRUMENT NO. 2007-0685780.
- (E) INDICATES A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND MAINTENANCE PURPOSES IN FAVOR OF K. HONANIAN'S FOUR SEASONS AT BEAUMONT, LLC PER INSTRUMENT NO. 2008-0163811.
- (F) INDICATES A PRIVATE EASEMENT FOR UTILITY PURPOSES RESERVED HERETO.

NOTES:
SEE SHEET 2 FOR VICINITY MAP, SURVEYOR'S NOTES, BASIS OF BEARINGS, BOUNDARY CONTROL AND SHEET INDEX.

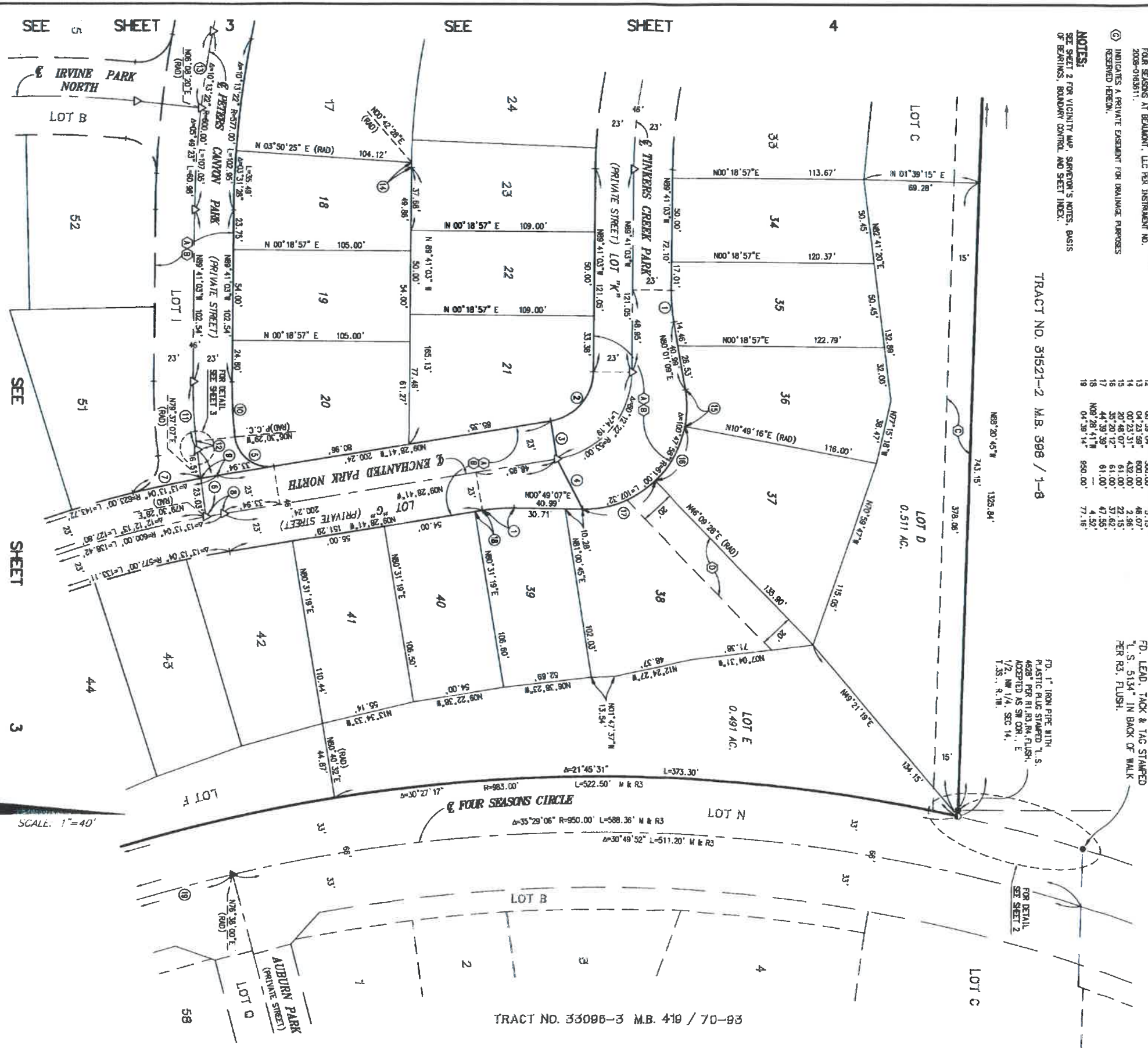
TRACT NO. 31521-2 M.B. 398 / 1-8

DATA TABLE

NO.	BENCH/Delta	RADIUS	LENGTH
1	10 17 48	108.00	18.87
2	80 12 22	50.00	42.00
3	N83°11'51"E (RAD)	20.00	23.00
4	N83°11'51"E	20.00	32.48
5	S72°58'12"E	20.00	40.20
6	N82°30'28"E	40.00	40.83
7	01°00'52"	600.00	10.62
8	00°54'12"	623.00	9.82
9	08°49'28"	277.00	32.99
10	07°48'29"	300.00	40.88
11	00°59'04"	300.00	5.15
12	00°23'31"	432.00	2.96
13	00°23'31"	600.00	46.07
14	20°48'07"	61.00	22.15
15	33°20'12"	61.00	37.62
16	44°39'39"	61.00	47.55
17	N69°28'41"W	950.00	4.52
18	04°38'14"	950.00	77.18

FD. LEAD, TACK & TAG STAMPED
"L.S. 5134" IN BACK OF WALK
PER R3. FLUSH.

FD. 1" IRON PIPE WITH
PLASTIC RING STAMPED "L.S.
4628" PER R1, R3, R4, FLUSH.
ACCEPTED AS SW COR. E
1/2" NW 1/4, SEC 14,
T.35, R.7W.



TRACT NO. 33096-3 M.B. 410 / 70-93

SHEET 5 OF 5 SHEETS



SCALE: 1"=40'

69822.00

MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and K. Hovnanian's Four Seasons at Beaumont, LLC (hereinafter "principal"), have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for the period of one year following its completion and acceptance, which said agreement, dated May 7th 2020, and identified as Tract 33096-6 Street and Sewer is hereby referred to and made a part hereof; and:

WHEREAS, Principal is required under the terms of the agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the agreement.

NOW, THEREFORE, we, the principal and Lexon Insurance Company surety admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Beaumont as obligee, in the penal sum of One Hundred Thirty One Thousand One Hundred Seventy Five and 00/100 dollars (\$ 131,175.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Beaumont, 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 a condition precedent to the satisfactory completion of the agreement, the obligation of the Principal and surety under this bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Principal or the Principal's, his or its heirs, executors, administrators, successors or assigns, fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Principal remains.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Beaumont in successfully enforcing such obligation, all to be taxed as costs and included in any judgment 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 there under or the specifications accompanying the same shall in anywise affect its obligations of 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. The surety waives all rights of subrogation against the City or any person employed by the City.

SIGNED AND SEALED THIS 11th DAY OF May 2020.

(Seal)

(Seal)


Lexon Insurance Company

K. Hovnanian's Four Seasons at Beaumont, LLC

SURETY

PRINCIPAL

By: 

By: 

Lisa Marotta, Attorney-in-Fact

(Name)

(Name)

12890 Lebanon Road

400 Exchange

Mount Juliet, TN 37122

Irvine, CA 92602

(Address)

(Title)

(Address)

By:

(Name)

(Title)

(Address)

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

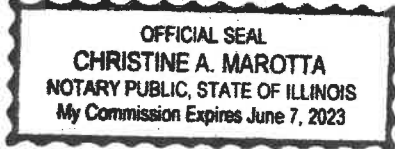
ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS

COUNTY OF WILL

On May 11, 2020, before me, a Notary Public in and for the above county, personally appeared Lisa Marotta to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of Lexon Insurance Company, a corporation organized and existing under the laws of the State of Texas that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by her voluntarily executed.

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



Christine A. Marotta
Notary Public

(SEAL)

WILL County, ILLINOIS



KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Christine Marotta, Debra Kohlman, Thomas Pluss, Lisa Marotta as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public, My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 11th day of May, 2020.

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



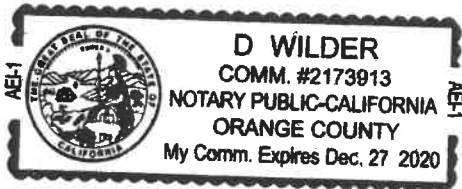
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange
On 5/14/20 before me, D Wilder Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Chris Collins
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 D Wilder
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: _____



Staff Report

TO: City Council
FROM: Jeff Hart, Public Works Director
DATE: June 16, 2020
SUBJECT: Performance Bond Exoneration for Bond No.1047933 and Accept the One-Year Maintenance Bond No. 1047933-M

Background and Analysis:

The developer, KB Home California LLC, has completed street, sewer, and storm drain improvements within Tract 36558. The tract is part of the KB Homes Specific Plan residential development located in the City of Beaumont, east of Tukwet Canyon Parkway, and north of Champion Drive. Attached are the bond exoneration documents submitted by the developer (see Attachment A). The bonded improvements associated with the tract are summarized in the table below.

Table 1. KB Home California LLC Bond Exoneration Summary				
Bond Number	Tract Map Number	Type of Improvement	Bond Type	Maintenance Bond Required
1047933	36558	Street, Storm Drain, Sewer Improvements	Performance	Yes

Staff has verified the completion of the improvements and recommends that City Council approve and authorize the Mayor to exonerate the bond and accept Maintenance Bond No. 1047933-M to replace performance bond for Tract 36558.

Fiscal Impact:

The cost to prepare this staff report is approximately \$650.

Recommended Action:

Accept Maintenance Bond No. 1047933-M to replace Performance Bond No. 1047933.

Attachments:

- A. Bond exoneration application for Bond No.1047933, and associated street storm drain and sewer improvement plans
- B. Maintenance Bond No. 1047933-M for street, storm drain and sewer improvements



City of Beaumont

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

Case No. PW2018-0177
Receipt No. 817373
Fee \$ 3,484.43
Date Paid 3/22/18

INSP
3,000.00
484.43
APP

BOND EXONERATION APPLICATION

Bond Type: Performance Maintenance Final Monument Inspection Other: _____

1. Contact's Name Chris Larsen Phone 951-691-5300

2. Contact's Address 36310 Inland Valley Drive Wildomar, CA 92595
City/State/Zip

5. Contact's E-mail CLarsen@KBHome.com

3. Developer Name KB Home California LLC Phone 951-691-5300
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 36310 Inland Valley Drive Wildomar, CA 92595
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):

Sewer, Street/Drainage Bond in the amount of \$1,210,334.75
Bond #1047933 TR 36558

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

Chris Larsen  3/19/2018
Print Name and Sign - Contact/Applicant Date

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

Chris Larsen  3/19/2018
Print Name and Sign - Contact/Applicant Date

15-2949,
15-2943, 15-2948
3019, 2099, 2096

Bond No: 1047933

Basic Gov (Sales Force) #
File #

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and KB Home California LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 36558, 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 The Hanover Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Million Two Hundred Ten Thousand dollars (\$ 1,210,334.75) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.
*Three Hundred Thirty Four and 75/100


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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 26th, 2016.

PRINCIPAL:
KB Home California LLC
By _____
Title _____

SURETY:
The Hanover Insurance Company
By 
Title Brenda Wong, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

State of California

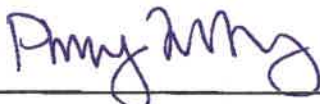
County of Los Angeles

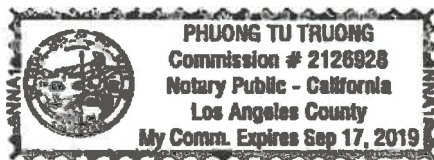
On Jul 26 2016 before me, Phuong Tu Truong, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.

(seal)

Signature 
Phuong Tu Truong, Notary Public



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Tenzer V. Cunningham, Brenda Wong, Karl A. Davis and/or Phuong Truong

of Marsh Risk & Insurance Services, Inc., Los Angeles, CA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, knowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States~ in any amount

WHEREAS, the Board of Directors of the Company duly adopted a resolution on March 24, 2014 authorizing and empowering certain officers of the Company to appoint attorneys-in-fact of the Company to execute on the Company's behalf certain surety obligations and other writings and obligations related thereto (the "Original Surety Resolution");

WHEREAS, the Company's Board of Directors wishes to affirm the continued authority of all of the attorneys-in-fact that were issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding; and

WHEREAS, the Company's Board of Directors wishes to restate the Original Resolution and adopt certain related resolutions.

NOW THEREFORE, be it hereby:

RESOLVED: That the authority of all attorneys-in-fact of the Company validly issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding as of the date hereof are hereby ratified, confirmed and approved in all respects.

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That all such surety Attorneys-in-facts issued by the Company from and including the date hereof shall be authorized pursuant to the foregoing resolution (the "Surety Resolution").

RESOLVED: That the President or any Vice President of the Company, in conjunction with any Vice President, be and hereby are authorized and empowered to establish, and from time to time review and amend, written security measures, protocols and safeguards for all Attorneys-in-fact issued by the Company pursuant to the Surety Resolution, including without limitation, security features on the actual certificates issued by the Company and evidencing such Attorneys-in-fact.

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 3rd day of September 2015.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Peto
J. Michael Peto, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 3rd day of September 2015 before me came the above named Vice Presidents of The Hanover insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2017

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this JUL 26 2016 day of 20.

CERTIFIED COPY

Thomas G. Martinez
Thomas G. Martinez, Vice President

Bond No: 1047933

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and KB Home California LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 36558, 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 One Million Two Hundred Ten Thousand* dollars (\$1,210,334.75), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.
Three Hundred Thirty Four and 75/100

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 26th, 20 16.

PRINCIPAL:

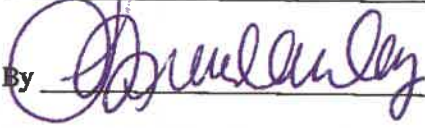
KB Home California LLC

By _____

Title _____

SURETY:

The Hanover Insurance Company

By 

Title Brenda Wong, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

State of California

County of Los Angeles

On JUL 26 2016 before me, Kari Davis, Notary Public, personally appeared Brenda Wong 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.

(seal)

Signature *Kari Davis*
Kari Davis, Notary Public



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Tenzer V. Cunningham, Brenda Wong, Karl A. Davis and/or Phuong Truong

of Marsh Risk & Insurance Services, Inc., Los Angeles, CA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, knowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States~ in any amount

WHEREAS, the Board of Directors of the Company duly adopted a resolution on March 24, 2014 authorizing and empowering certain officers of the Company to appoint attorneys-in-fact of the Company to execute on the Company's behalf certain surety obligations and other writings and obligations related thereto (the 'Original Surety Resolution');

WHEREAS, the Company's Board of Directors wishes to affirm the continued authority of all of the attorneys-in-fact that were issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding; and

WHEREAS, the Company's Board of Directors wishes to restate the Original Resolution and adopt certain related resolutions.

NOW THEREFORE, be it hereby:

RESOLVED: That the authority of all attorneys-in-fact of the Company validly issued pursuant to the Original Surety Resolution prior to the date hereof and that remain issued and outstanding as of the date hereof are hereby ratified, confirmed and approved in all respects.

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That all such surety Attorneys-in-facts Issued by the Company from and including the date hereof shall be authorized pursuant to the foregoing resolution (the "Surety Resolution").

RESOLVED: That the President or any Vice President of the Company, in conjunction with any Vice President, be and hereby are authorized and empowered to establish, and from time to time review and amend, written security measures, protocols and safeguards for all Attorneys-in-fact issued by the Company pursuant to the Surety Resolution, including without limitation, security features on the actual certificates issued by the Company and evidencing such Attorneys-in-fact.

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 3rd day of September 2015.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

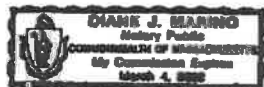
Robert Thomas
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pate
J. Michael Pate, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 3rd day of September 2015 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

JUL 26 2016

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this ___ day of ___ 20__.

CERTIFIED COPY

Thomas V. Cunningham
Thomas V. Cunningham, Vice President

15-2949, 15-2943

15-2948

Rev. 02/25/2015

Item 7.

Basic Gov (Sales Force) # _____

File # _____

3019, 2099, 20916

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. 36558)**

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and KB Home Coastal Inc, a California 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 # 36558, ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BEAUMONT

By _____
Mayor

Date

DEVELOPER

By _____
[Signature]

7/28/10

Date

Title: Project Manager

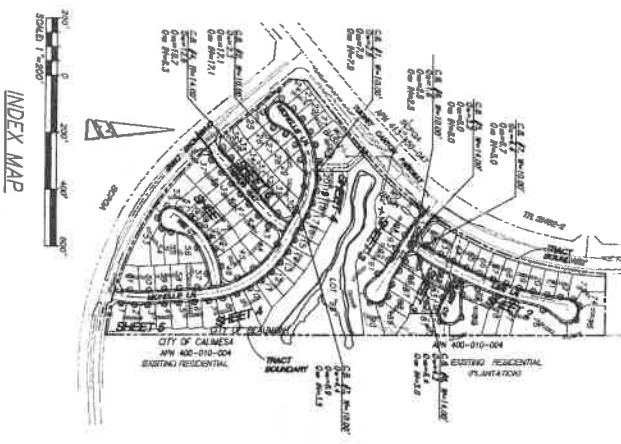
Address: 36310 Inland Valley Drive
Wildomar, CA 92595

CITY OF BEAUMONT, CALIFORNIA STREET IMPROVEMENT PLANS TRACT NO. 36558



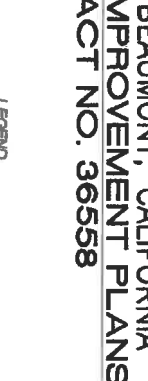
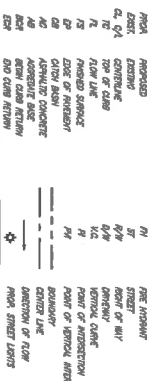
GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF THE APPROVED FROM LOCAL AGENCIES, COSTS OF REVIEW OF CONSTRUCTION OF (H) 176-251.
2. ALL NEW SHALL CONFORM TO THE REQUIREMENTS OF THE BEAUMONT COUNTY TRANSPORTATION DEPARTMENT APPROVED STANDARD AND SPECIFICATIONS, LATEST EDITION, COUNTY ORDINANCE NO. 91 AND SUCCESSIVE AMENDMENTS.
3. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO FINISH THE STREET PAVING AND NOT LATER THAN THE FOLLOWING STREET WORKER DETOURING, ONE AND THREE DAYS.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY AND OBTAIN ALL NECESSARY PERMITS FROM THE PUBLIC WORKS DIVISION AND THE CITY OF BEAUMONT, CALIFORNIA, PRIOR TO THE COMMENCEMENT OF THE PROJECT AND TO OBTAIN THE NECESSARY PERMITS FROM THE CITY OF BEAUMONT, CALIFORNIA, PRIOR TO THE COMMENCEMENT OF THE PROJECT.
5. ANY NECESSARY UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO FINISH THE STREET PAVING AND NOT LATER THAN THE FOLLOWING STREET WORKER DETOURING, ONE AND THREE DAYS.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY AND OBTAIN ALL NECESSARY PERMITS FROM THE PUBLIC WORKS DIVISION AND THE CITY OF BEAUMONT, CALIFORNIA, PRIOR TO THE COMMENCEMENT OF THE PROJECT AND TO OBTAIN THE NECESSARY PERMITS FROM THE CITY OF BEAUMONT, CALIFORNIA, PRIOR TO THE COMMENCEMENT OF THE PROJECT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF THE APPROVED FROM LOCAL AGENCIES, COSTS OF REVIEW OF CONSTRUCTION OF (H) 176-251.
8. ALL STREET WORKERS SHALL BE TRAINED AND CERTIFIED IN ACCORDANCE WITH THE CITY OF BEAUMONT, CALIFORNIA, STREET WORKER TRAINING PROGRAM.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF THE APPROVED FROM LOCAL AGENCIES, COSTS OF REVIEW OF CONSTRUCTION OF (H) 176-251.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF THE APPROVED FROM LOCAL AGENCIES, COSTS OF REVIEW OF CONSTRUCTION OF (H) 176-251.
11. AS DETERMINED BY THE PUBLIC WORKS DIVISION, THE CONTRACTOR IS RESPONSIBLE FOR THE OBTAINING OF THE APPROVED FROM LOCAL AGENCIES, COSTS OF REVIEW OF CONSTRUCTION OF (H) 176-251.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF THE APPROVED FROM LOCAL AGENCIES, COSTS OF REVIEW OF CONSTRUCTION OF (H) 176-251.
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18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF THE APPROVED FROM LOCAL AGENCIES, COSTS OF REVIEW OF CONSTRUCTION OF (H) 176-251.



CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

ITEM	TOTAL	ITEM	TOTAL
1. CONCRETE CURB AND GUTTER 4:1	11,880 SF	1. ASPHALT FINISH 4:1	714 SF
2. CONCRETE CURB AND GUTTER 2:1	4,680 SF	2. RECONSTRUCT ASPHALT DRIVE PER COUNTY STANDARD	4 SF
3. CONCRETE CURB AND GUTTER 1:1	310 SF	3. RECONSTRUCT ASPHALT DRIVE PER COUNTY STANDARD AND	4 SF
4. CONCRETE CURB AND GUTTER 1:1	42,110 SF	4. ASPHALT DRIVE PER COUNTY STANDARD	190 SF
5. CONCRETE CURB AND GUTTER 1:1	11,110 SF	5. ASPHALT DRIVE PER COUNTY STANDARD	112 SF
6. CONCRETE CURB AND GUTTER 1:1	4,680 SF	6. ASPHALT DRIVE PER COUNTY STANDARD	4 SF
7. CONCRETE CURB AND GUTTER 1:1	310 SF	7. ASPHALT DRIVE PER COUNTY STANDARD	4 SF
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BY LIGHT TWO DAYS
BEAUMONT, H. 27-3922 - E
ELEM. 4861-44, NOV 29

REVISIONS	DATE	BY	DESCRIPTION
1	08/22/16	AM	ISSUED FOR PERMITS

PROJECT TITLE: CITY OF BEAUMONT, CALIFORNIA STREET IMPROVEMENT PLANS TRACT NO. 36558

APPROVED BY: [Signature] DATE: 08/22/16

ENGINEER: [Signature] DATE: 08/22/16

INDEX OF SHEETS

SHEET	TITLE	DATE
SHEET 1	- TITLE SHEET - BEAUMONT, CALIFORNIA STREET IMPROVEMENT PLANS TRACT NO. 36558	08/22/16
SHEET 2	- INDEX MAP	08/22/16
SHEET 3	- CONCRETE CURB AND GUTTER 4:1	08/22/16
SHEET 4	- CONCRETE CURB AND GUTTER 2:1	08/22/16
SHEET 5	- CONCRETE CURB AND GUTTER 1:1	08/22/16
SHEET 6	- ASPHALT DRIVE PER COUNTY STANDARD	08/22/16
SHEET 7	- ASPHALT DRIVE PER COUNTY STANDARD	08/22/16
SHEET 8	- ASPHALT DRIVE PER COUNTY STANDARD	08/22/16

APPLICANT/UNDERWRITER

BEAUMONT, CALIFORNIA
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 36558

APPROVED BY: [Signature] DATE: 08/22/16

ENGINEER: [Signature] DATE: 08/22/16

TITLE SHEET AND INDEX MAP

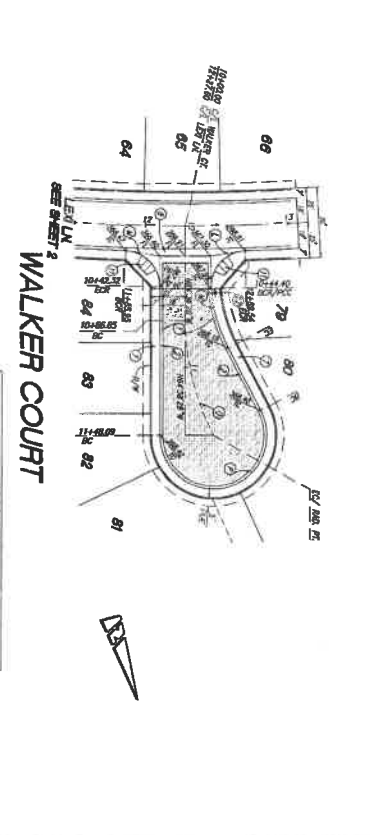
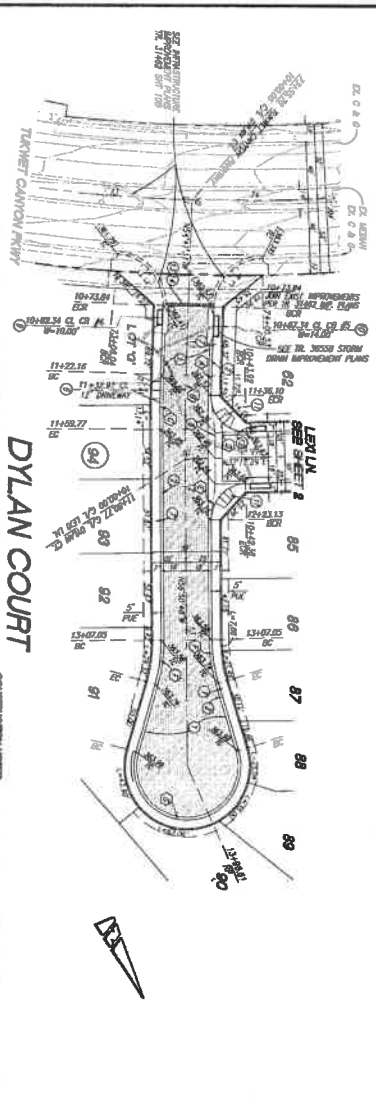
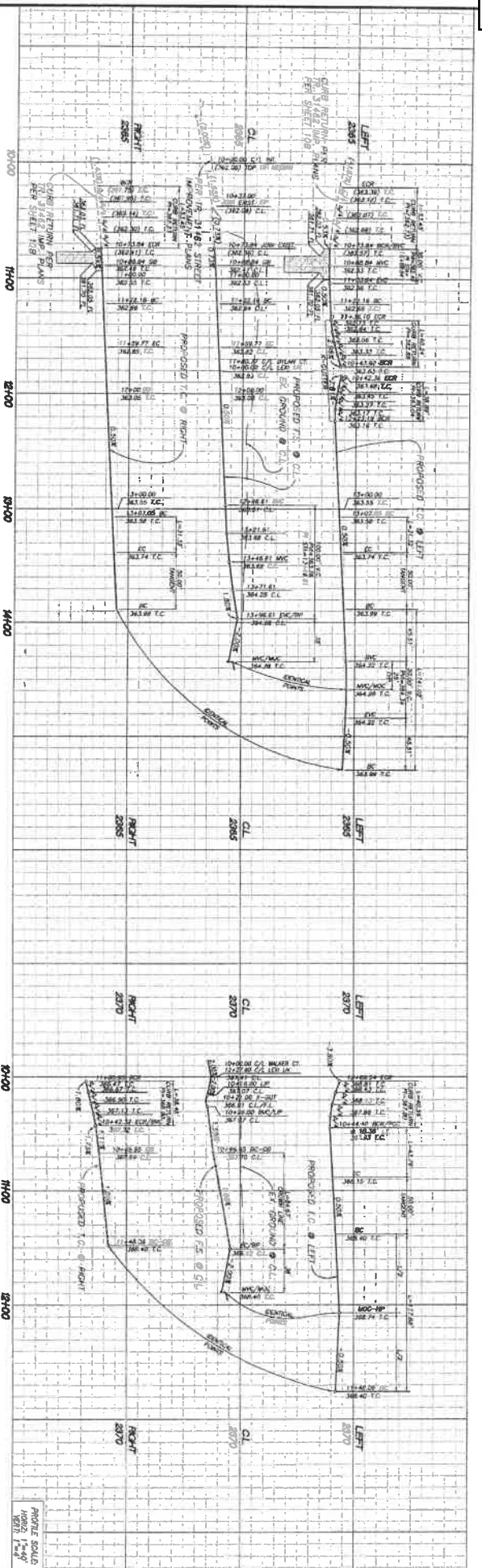
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 36558

APPROVED BY: [Signature] DATE: 08/22/16

ENGINEER: [Signature] DATE: 08/22/16

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

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DISCLAIMER
 THE ENGINEER'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE IMPROVEMENTS SHOWN ON THESE PLANS. THE ENGINEER DOES NOT WARRANT OR GUARANTEE THE ACCURACY OF ANY INFORMATION PROVIDED BY THE CLIENT. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED BY THE CLIENT. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN OF THE IMPROVEMENTS SHOWN ON THESE PLANS.

BASE OF FINISHES

NO.	DESCRIPTION	FINISH	THICKNESS
1	CONCRETE	AS SHOWN	4" MIN.
2	GRAVEL	AS SHOWN	4" MIN.
3	GRAVEL	AS SHOWN	4" MIN.
4	GRAVEL	AS SHOWN	4" MIN.
5	GRAVEL	AS SHOWN	4" MIN.
6	GRAVEL	AS SHOWN	4" MIN.
7	GRAVEL	AS SHOWN	4" MIN.
8	GRAVEL	AS SHOWN	4" MIN.
9	GRAVEL	AS SHOWN	4" MIN.
10	GRAVEL	AS SHOWN	4" MIN.

REVISIONS

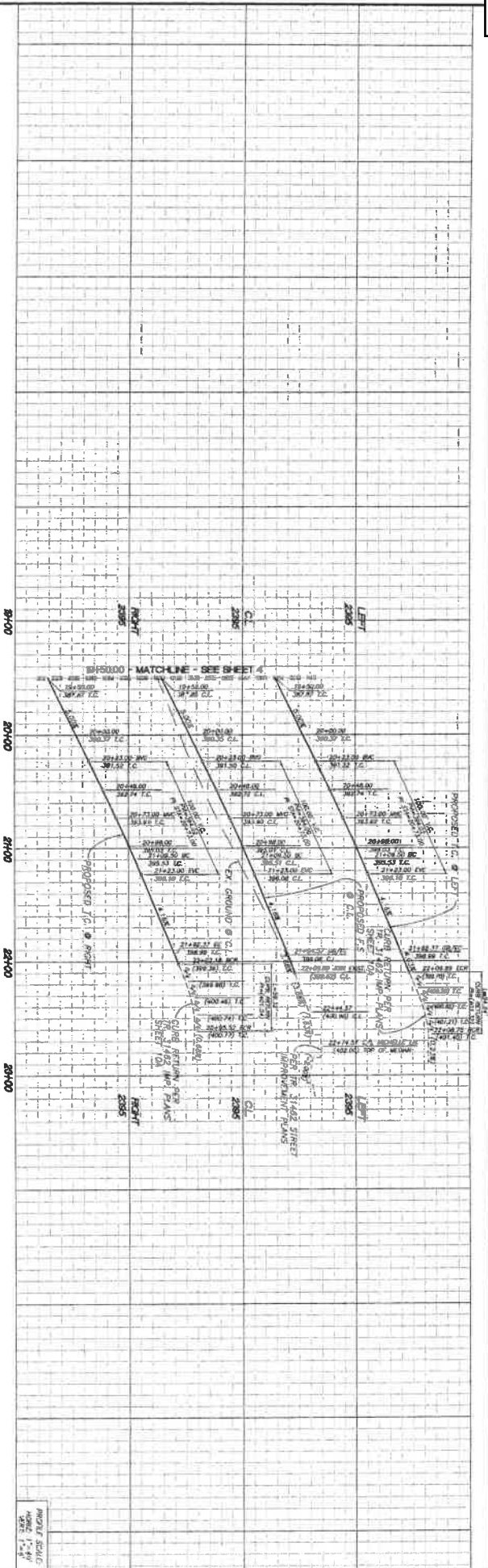
NO.	DATE	DESCRIPTION
1	08/17/19	ISSUED FOR PERMITS

CITY OF BEAUMONT, CALIFORNIA
 STREET IMPROVEMENT PLANS
DYLAN COURT
WALKER COURT
 3100 DUNDON TO 3104 DUNDON

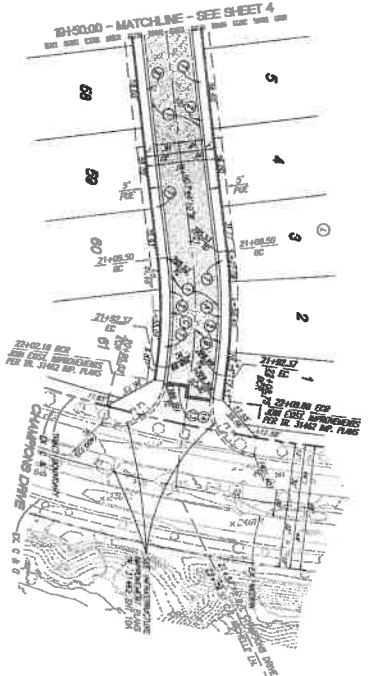
Reviewed By: *[Signature]* Date: 8/17/19
 Recommended for Approval By: *[Signature]* Date: 8/17/19
 Approved By: *[Signature]* Date: 8/17/19

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

PROJECT NO. 19-001 - 2019
 SHEET 3 OF 8 SHEETS



INVERT SCALE
 1" = 4' 0"
 1/8" = 1' 0"



MICHELLE LANE

NO.	DATE	DESCRIPTION
1	1/23/07	ISSUED FOR PERMITS
2	3/22/07	ISSUED FOR PERMITS
3	1/23/07	ISSUED FOR PERMITS
4	1/23/07	ISSUED FOR PERMITS
5	1/23/07	ISSUED FOR PERMITS



DIGITAL
 DIAL TOLL FREE
 8-1-1
 AT LEAST TWO DAYS
 BEFORE YOU DIG

UNIVERSITY STREET LIGHT & SIGNAL SYSTEM
 BEACONHILL, N 2739 92nd E

CONSTRUCTION NOTES

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF BEACONHILL.
2. CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES.
3. CONTRACTOR SHALL MAINTAIN ALL EXISTING CURBS AND SIDEWALKS.
4. CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND ALLEYS.
5. CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND ALLEYS.

BASES OF BEACONHILLS

BEACONHILL, N 2739 92nd E

BEACONHILL
 BEACONHILL, N 2739 92nd E

BEACONHILL
 BEACONHILL, N 2739 92nd E

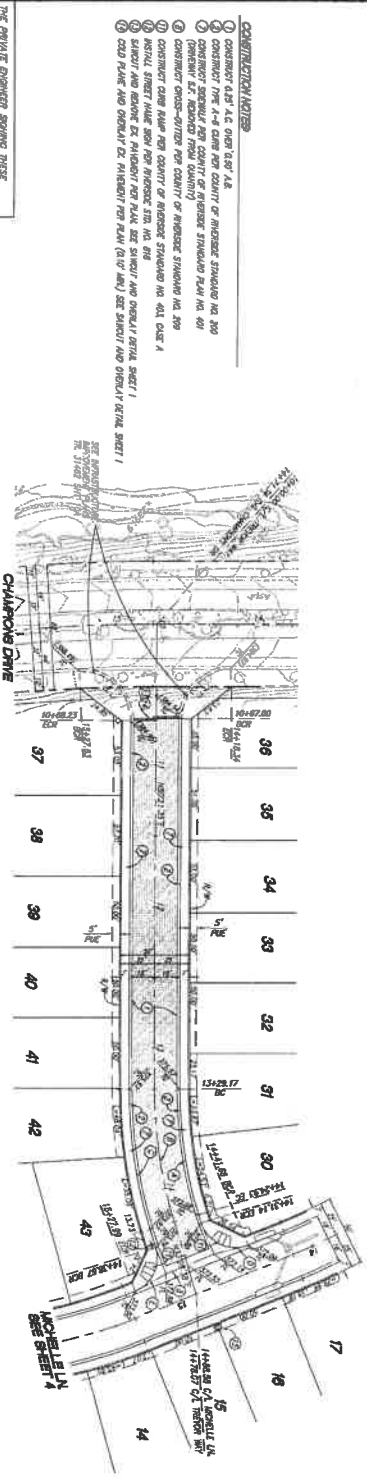
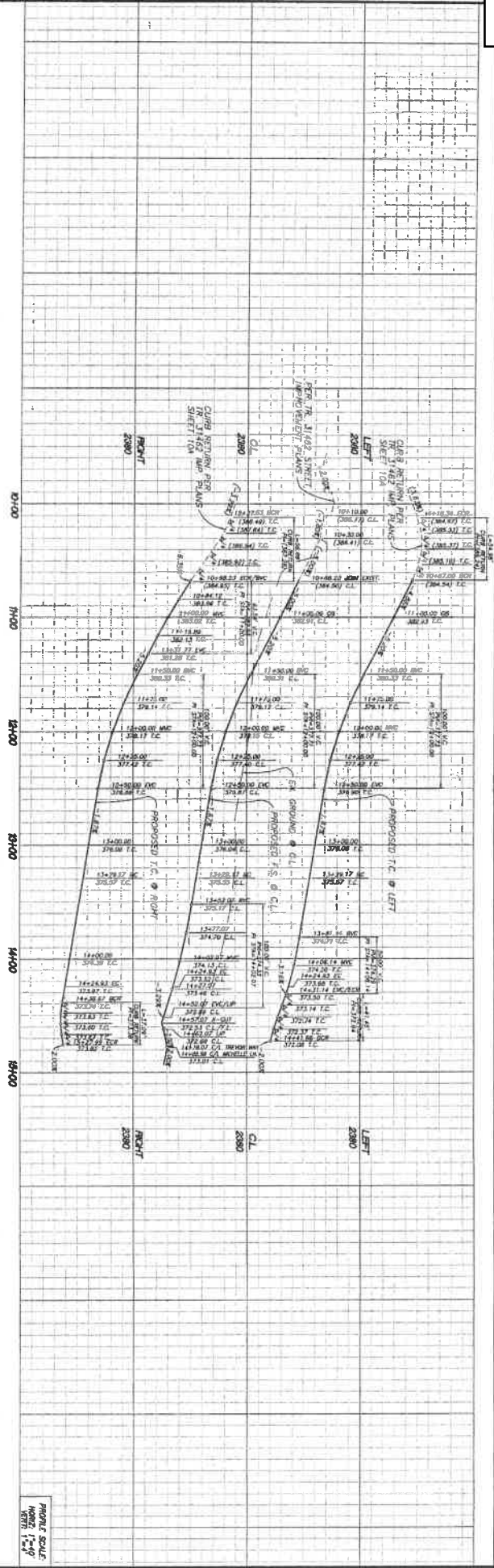
BEACONHILL
 BEACONHILL, N 2739 92nd E

BEACONHILL
 BEACONHILL, N 2739 92nd E

CITY OF BEACONHILL, CALIFORNIA
 STREET IMPROVEMENT PLANS
 TRACT NO. 36555
MICHELLE LANE
 SR. 193400 TO SR. 214000

ARGENT MANAGEMENT

SHEET 5
 OF 8 SHEETS



TREVOR WAY

NO.	DESCRIPTION	DATE	BY	REVISION
1	ISSUED FOR PERMITS	08/17/18	W. J. ...	AS SHOWN
2	ISSUED FOR PERMITS	08/17/18	W. J. ...	AS SHOWN
3	ISSUED FOR PERMITS	08/17/18	W. J. ...	AS SHOWN
4	ISSUED FOR PERMITS	08/17/18	W. J. ...	AS SHOWN
5	ISSUED FOR PERMITS	08/17/18	W. J. ...	AS SHOWN
6	ISSUED FOR PERMITS	08/17/18	W. J. ...	AS SHOWN



CONTRACTOR'S NOTES

- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY ENGINEER AND THE COUNTY ENGINEER BEFORE BEGINNING WORK.
- CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES AND STRUCTURES UNLESS OTHERWISE SPECIFIED.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND SIDEWALKS UNLESS OTHERWISE SPECIFIED.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING CURBS AND GUTTERS UNLESS OTHERWISE SPECIFIED.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING LANDSCAPING UNLESS OTHERWISE SPECIFIED.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING SIGNAGE UNLESS OTHERWISE SPECIFIED.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING LIGHTING UNLESS OTHERWISE SPECIFIED.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING FENCES UNLESS OTHERWISE SPECIFIED.
- CONTRACTOR SHALL MAINTAIN ALL EXISTING DRIVEWAYS AND SIDEWALKS UNLESS OTHERWISE SPECIFIED.

DATE OF BEGINNING: _____

REVISIONS:

NO.	DATE	DESCRIPTION
1	08/17/18	ISSUED FOR PERMITS
2	08/17/18	ISSUED FOR PERMITS
3	08/17/18	ISSUED FOR PERMITS
4	08/17/18	ISSUED FOR PERMITS
5	08/17/18	ISSUED FOR PERMITS
6	08/17/18	ISSUED FOR PERMITS

CITY OF BEAUNTON, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 35558
TREVOR WAY
 STR. 10+00.00 TO STA. 14+75.00

APPROVED BY: _____
 CITY ENGINEER

APPROVED BY: _____
 CITY ENGINEER

DATE: _____

CONSTRUCTION NOTES

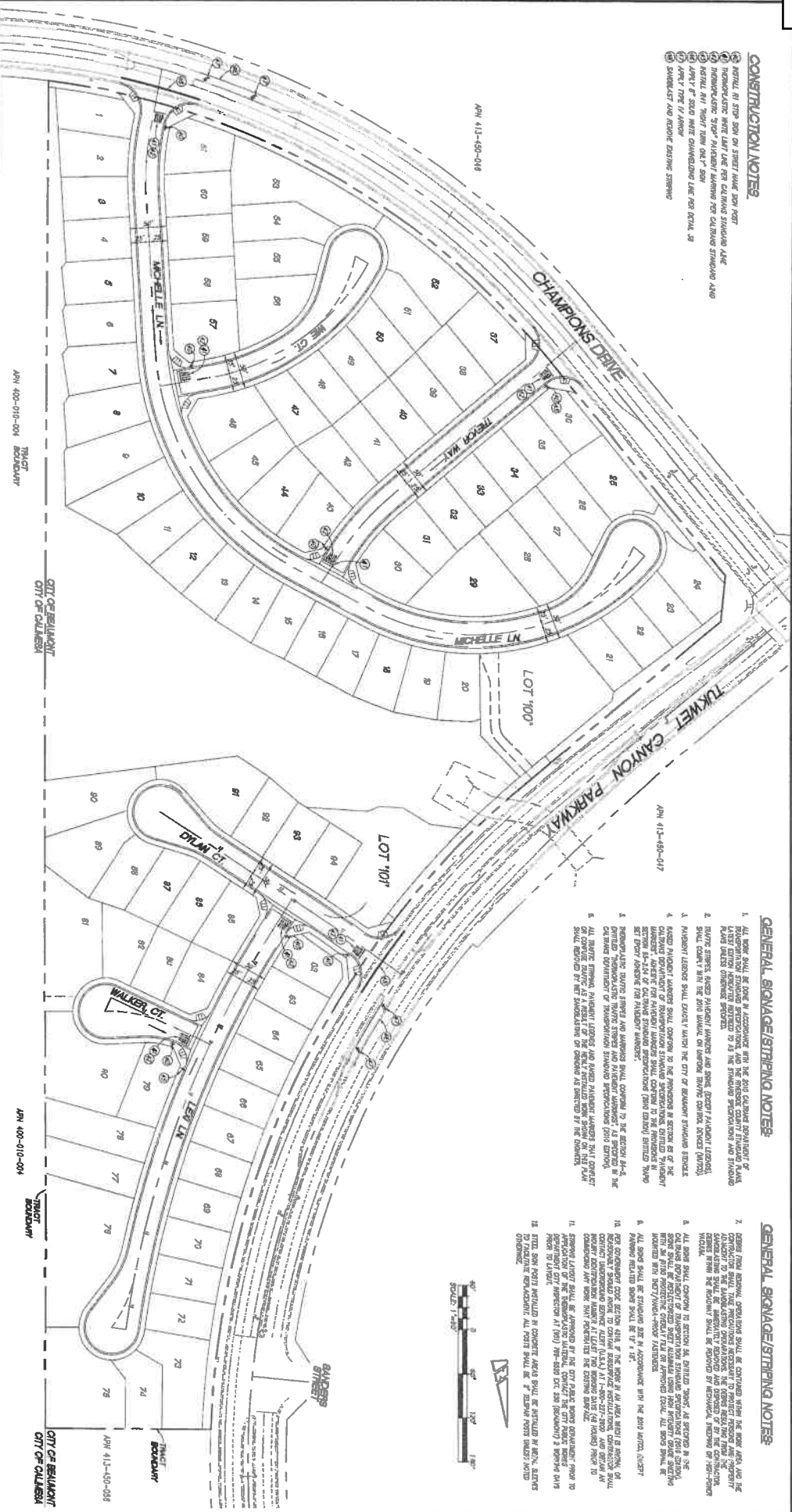
1. INSTALL IN 12" SOIL ON STREET WARE ROW FOR
2. REINFORCEMENT BARS MUST BE FOR CALIBERS SHOWN AND
3. REINFORCEMENT BARS MUST BE FOR CALIBERS SHOWN AND
4. REINFORCEMENT BARS MUST BE FOR CALIBERS SHOWN AND
5. REINFORCEMENT BARS MUST BE FOR CALIBERS SHOWN AND
6. REINFORCEMENT BARS MUST BE FOR CALIBERS SHOWN AND
7. REINFORCEMENT BARS MUST BE FOR CALIBERS SHOWN AND
8. REINFORCEMENT BARS MUST BE FOR CALIBERS SHOWN AND
9. REINFORCEMENT BARS MUST BE FOR CALIBERS SHOWN AND
10. REINFORCEMENT BARS MUST BE FOR CALIBERS SHOWN AND

GENERAL SIGNAGE/STREETING NOTES

1. ALL SIGN SHALL BE DONE IN ACCORDANCE WITH THE SIGN CONTROL PERMITS OF
2. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE SIGN CONTROL PERMITS
3. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE SIGN CONTROL PERMITS
4. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE SIGN CONTROL PERMITS
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10. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE SIGN CONTROL PERMITS

GENERAL SIGNAGE/STREETING NOTES

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10. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE SIGN CONTROL PERMITS
11. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE SIGN CONTROL PERMITS
12. SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE SIGN CONTROL PERMITS



DISCLAIMER

THE ENGINEER HAS REVIEWED THE PLANS FOR CONFORMANCE WITH THE CITY OF BEAUMONT, TEXAS, AND THE STATE OF TEXAS, AND HAS NOT CONDUCTED A FIELD SURVEY OF THE PLANS. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL STANDARD OF CARE AND IS NOT A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE PLANS. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED BY THE CLIENT.

REVISIONS

NO.	DATE	DESCRIPTION
1	11/11/18	ISSUED FOR PERMITTING
2	03/11/23	REVISED TO ADD SIGNAGE

PROFESSIONAL SEAL

Engineer's Seal for Michael D. Taylor, License No. 104192, State of Texas. Includes the official seal of the State Board of Professional Engineering Examiners.

CITY OF BEAUMONT, CALIFORNIA

STREET IMPROVEMENT PLANS

TRACT NO. 35938

ARGENT MANAGEMENT

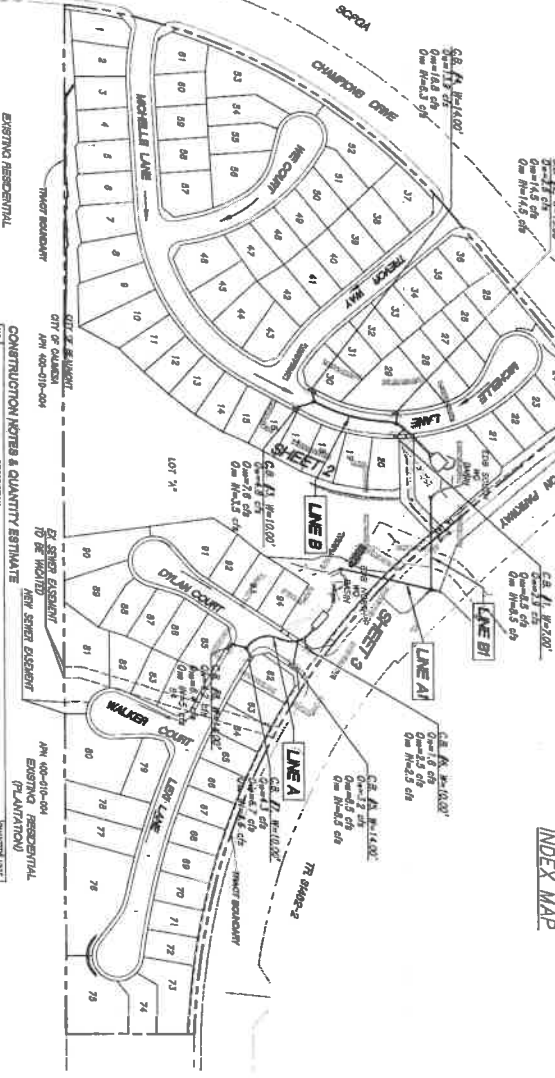
SHEET 8

OF 8 SHEETS

City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 36558
LINE "A" AND LINE "B"

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 36558
LINE "A" AND LINE "B"

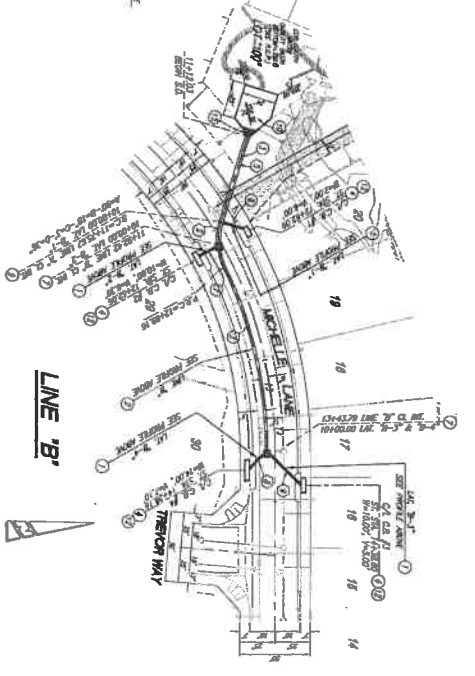
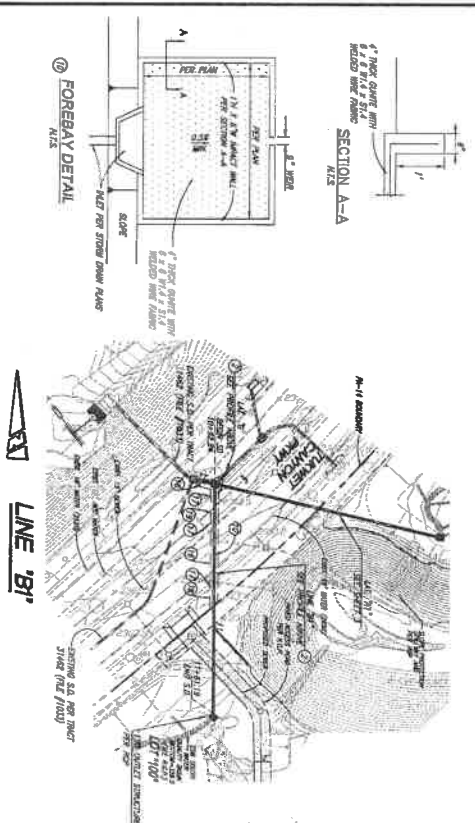
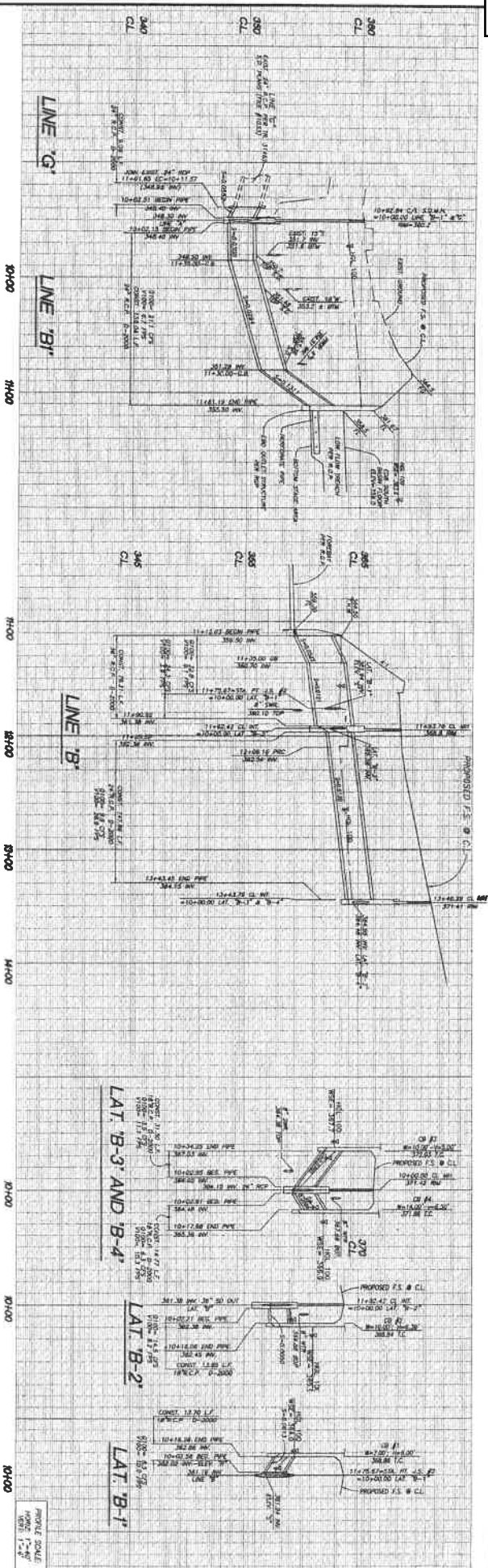


- GENERAL NOTES
1. THE CONTRACTOR SHALL OBTAIN THE NECESSARY APPROVALS FROM THE BEAUMONT...

CONSTRUCTION NOTES & QUANTITY ESTIMATE
TABLE WITH 2 COLUMNS: NO., DESCRIPTION, QUANTITY

DECLARATION OF ENGINEER OF RECORD
I HEREBY DECLARE THAT I AM A PROFESSIONAL ENGINEER...

DIGITAL logo, title block, and administrative information including project name, sheet number, and dates.



CONSTRUCTION NOTES

- 1) CONSTRUCT 18" PER (SEE PLAN)
- 2) CONSTRUCT 18" PER (SEE PLAN)
- 3) CONSTRUCT 18" PER (SEE PLAN)
- 4) CONSTRUCT 18" PER (SEE PLAN)
- 5) CONSTRUCT 18" PER (SEE PLAN)
- 6) CONSTRUCT 18" PER (SEE PLAN)
- 7) CONSTRUCT 18" PER (SEE PLAN)
- 8) CONSTRUCT 18" PER (SEE PLAN)
- 9) CONSTRUCT 18" PER (SEE PLAN)
- 10) CONSTRUCT 18" PER (SEE PLAN)
- 11) CONSTRUCT 18" PER (SEE PLAN)
- 12) CONSTRUCT 18" PER (SEE PLAN)
- 13) CONSTRUCT 18" PER (SEE PLAN)
- 14) CONSTRUCT 18" PER (SEE PLAN)
- 15) CONSTRUCT 18" PER (SEE PLAN)
- 16) CONSTRUCT 18" PER (SEE PLAN)
- 17) CONSTRUCT 18" PER (SEE PLAN)
- 18) CONSTRUCT 18" PER (SEE PLAN)
- 19) CONSTRUCT 18" PER (SEE PLAN)
- 20) CONSTRUCT 18" PER (SEE PLAN)

CAMELINE DATA TABLE

LINE	START STATION	END STATION	PIPE SIZE	SLOPE	INVERT ELEVATION	OUTLET ELEVATION
B-1	10+00	10+50	18"	0.01	100.00	100.18
B-1	10+50	11+00	18"	0.01	100.18	100.36
B-1	11+00	11+50	18"	0.01	100.36	100.54
B-1	11+50	12+00	18"	0.01	100.54	100.72
B-1	12+00	12+50	18"	0.01	100.72	100.90
B-1	12+50	13+00	18"	0.01	100.90	101.08
B-1	13+00	13+50	18"	0.01	101.08	101.26
B-1	13+50	14+00	18"	0.01	101.26	101.44
B-1	14+00	14+50	18"	0.01	101.44	101.62
B-1	14+50	15+00	18"	0.01	101.62	101.80
B-1	15+00	15+50	18"	0.01	101.80	101.98
B-1	15+50	16+00	18"	0.01	101.98	102.16
B-1	16+00	16+50	18"	0.01	102.16	102.34
B-1	16+50	17+00	18"	0.01	102.34	102.52
B-1	17+00	17+50	18"	0.01	102.52	102.70
B-1	17+50	18+00	18"	0.01	102.70	102.88
B-1	18+00	18+50	18"	0.01	102.88	103.06
B-1	18+50	19+00	18"	0.01	103.06	103.24
B-1	19+00	19+50	18"	0.01	103.24	103.42
B-1	19+50	20+00	18"	0.01	103.42	103.60

DIGALBERT
 0.01" = 1'-0"
 8-1-1
 AT LEAST TWO DAYS BEFORE YOU GO

BASIS OF BEARINGS:
 THE BASIS OF BEARINGS FOR THE STORM DRAIN IMPROVEMENT PLANS IS THE STATION LINE OF THE STORM DRAIN IMPROVEMENT PLANS, WHICH IS BASED ON LOCALITY ON THE STATION LINE OF THE STORM DRAIN IMPROVEMENT PLANS.

BENCHMARK: USED FOR ADJUSTING THE STORM DRAIN IMPROVEMENT PLANS TO THE STATION LINE OF THE STORM DRAIN IMPROVEMENT PLANS. THE BENCHMARK IS THE STATION LINE OF THE STORM DRAIN IMPROVEMENT PLANS, WHICH IS BASED ON LOCALITY ON THE STATION LINE OF THE STORM DRAIN IMPROVEMENT PLANS.

BEARINGS: N. 87° 29' 52" E

DATE: 04/12/16

REVISIONS:

NO.	DATE	BY	REVISION
1	04/12/16

APPROVED: [Signature]

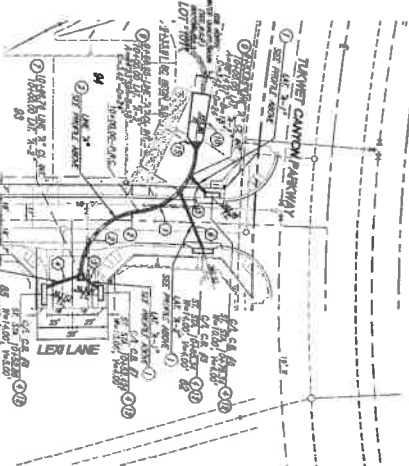
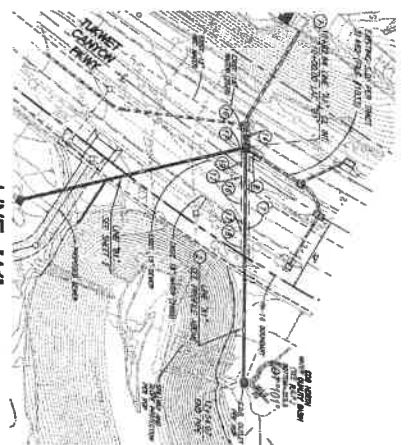
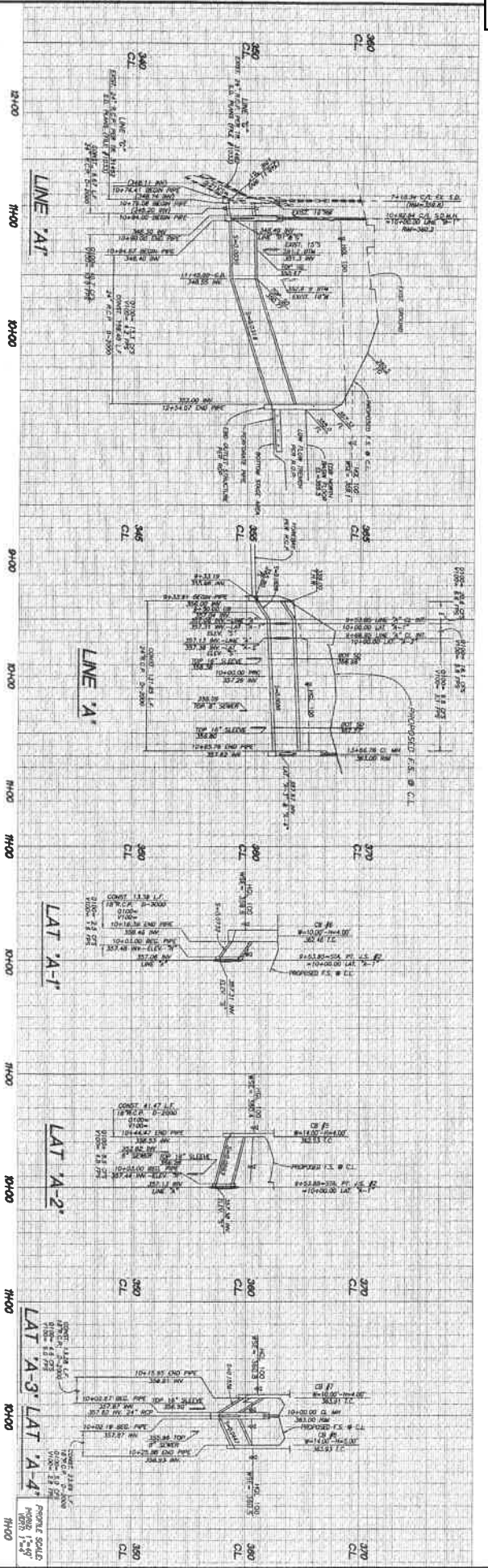
CITY OF BEAUMONT, CALIFORNIA
 STORM DRAIN IMPROVEMENT PLANS
 TRACT NO. 35555
 STORM DRAIN LINE B-1, B-2, B-3, B-4
 AGENT MANAGEMENT

SCALE: 1" = 40'

DATE: 04/12/16

BY: [Signature]

FOR: [Signature]

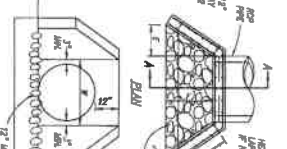


CEMENTLINE DATA TABLE

ID	REMARKS/NOTES	ANNOUS	LENGTH	CONCRETE
1	CONCRETE 18" RCP (R400)	18"	10.00'	18"
2	CONCRETE 24" RCP (R600)	24"	10.00'	24"
3	CONCRETE 30" RCP (R750)	30"	10.00'	30"
4	CONCRETE 36" RCP (R900)	36"	10.00'	36"
5	CONCRETE 42" RCP (R1050)	42"	10.00'	42"
6	CONCRETE 48" RCP (R1200)	48"	10.00'	48"
7	CONCRETE 54" RCP (R1350)	54"	10.00'	54"
8	CONCRETE 60" RCP (R1500)	60"	10.00'	60"

CONSTRUCTION NOTES

1. CONCRETE 18" RCP (R400)
2. CONCRETE 24" RCP (R600)
3. CONCRETE 30" RCP (R750)
4. CONCRETE 36" RCP (R900)
5. CONCRETE 42" RCP (R1050)
6. CONCRETE 48" RCP (R1200)
7. CONCRETE 54" RCP (R1350)
8. CONCRETE 60" RCP (R1500)



WING-TYPE HEADWALL DETAIL

NOTES:
 1. MANHOLE SHALL BE CONCRETE
 2. ALL EXPOSED CONCRETE TO BE FINISHED
 3. ALL DIMENSIONS TO BE INDICATED

DIGITAL

DIAL, TOL. FREE
 8-1-1
 AT LEAST TWO DAYS
 BEFORE YOU GO

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD.

PRODUCTION ENGINEERING

CONSULTANTS INC.

10000 W. CENTRAL EXPRESSWAY
 SUITE 100
 WESTLAKE, CA 91391

DATE: 06/12/16

APPROVED BY: *[Signature]* DATE: 06/12/16

APPROVED BY: *[Signature]* DATE: 06/12/16

CITY OF BEAUMONT, CALIFORNIA

STORM DRAIN IMPROVEMENT PLANS

TRACT NO. 35555

STORM DRAIN LINE 'A'

LAT 'A-1', 'A-2', 'A-3', 'A-4'

ARGENT MANAGEMENT

SHEET

3

OF 3 SHEETS



**CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 36558**



APPLICANT/SUBMITTER

ARMOR MANAGEMENT
4444 ARBOR AVE
SAN JOSE, CA 95128
PHONE (408) 376-4000 FAX (408) 376-4003

ABREVIATIONS

- PR PROPOSED
- EX EXISTING
- UT UTIL
- ST STREET
- AV AVENUE
- AVENUE
- HWY HIGHWAY
- RD ROAD
- BL BLVD
- PKWY PARKWAY
- DR DRIVE
- LN LANE
- DRIVE
- TRAIL TRAIL
- DRIVE
- TRAIL
- DRIVE
- TRAIL

LEGEND



DECLARATION OF ENGINEER OF RECORD

I, JAMES J. MULLER, AMERICAN SOCIETY OF PROFESSIONAL ENGINEERS LICENSE NO. 47886, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA. I AM THE ENGINEER OF RECORD FOR THESE PLANS. I HAVE REVIEWED THESE PLANS AND AM SATISFIED THAT THEY COMPLY WITH THE CITY OF BEAUMONT'S REQUIREMENTS AND THE CALIFORNIA ENGINEERING PROFESSIONAL ACT AND RULES. I AM NOT PROVIDING ANY GUARANTEE OF FITNESS FOR A PARTICULAR PURPOSE, NOR AM I PROVIDING ANY GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED BY OTHERS. MY LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICE I AM PROVIDING AS AN ENGINEER OF RECORD.

PRIVATE ENGINEERS NOTICE TO CONTRACTORS

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BEAUMONT AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BEAUMONT AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
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NO.	DATE	REVISIONS
1	06/12/74	AS SHOWN
2	08/27/74	AS SHOWN
3	08/27/74	AS SHOWN
4	08/27/74	AS SHOWN
5	08/27/74	AS SHOWN
6	08/27/74	AS SHOWN
7	08/27/74	AS SHOWN
8	08/27/74	AS SHOWN

REVISIONS	NO. <td>DATE <td>DESCRIPTION </td></td>	DATE <td>DESCRIPTION </td>	DESCRIPTION
1	06/12/74	AS SHOWN	
2	08/27/74	AS SHOWN	
3	08/27/74	AS SHOWN	
4	08/27/74	AS SHOWN	
5	08/27/74	AS SHOWN	
6	08/27/74	AS SHOWN	
7	08/27/74	AS SHOWN	
8	08/27/74	AS SHOWN	

BENCHMARK-LOGS MONITORING POINT
CONDUCTIVITY, TEMPERATURE, PH, TOTAL DISSOLVED SOLIDS, TOTAL SOLIDS, TOTAL SUSPENDED SOLIDS, TOTAL CHLORINE, TOTAL PHOSPHORUS, TOTAL NITROGEN, TOTAL AMMONIA, TOTAL NITRATE, TOTAL NITRITE, TOTAL CHLORIDE, TOTAL SULFATE, TOTAL CHLORIDE, TOTAL SULFATE, TOTAL CHLORIDE, TOTAL SULFATE

REVISIONS	NO. <td>DATE <td>DESCRIPTION </td></td>	DATE <td>DESCRIPTION </td>	DESCRIPTION
1	06/12/74	AS SHOWN	
2	08/27/74	AS SHOWN	
3	08/27/74	AS SHOWN	
4	08/27/74	AS SHOWN	
5	08/27/74	AS SHOWN	
6	08/27/74	AS SHOWN	
7	08/27/74	AS SHOWN	
8	08/27/74	AS SHOWN	

SEWER NOTES

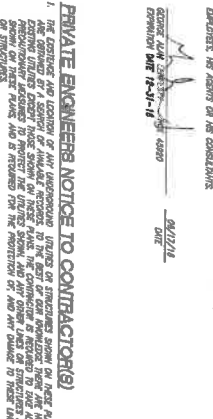
- SEWER CONSTRUCTION AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUMONT'S STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BEAUMONT AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
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- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BEAUMONT AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

ITEM	QTY.
1. 6" RIBBON PIPE PER LINE FOOT	1327 L.F.
2. 6" RIBBON PIPE PER LINE FOOT	21 L.F.
3. 12" RIBBON PIPE PER LINE FOOT	54 L.F.
4. 12" RIBBON PIPE PER LINE FOOT	20 L.F.
5. 12" RIBBON PIPE PER LINE FOOT	1 L.F.



SHEET 3	SHEET 4	SHEET 6	SHEET 7	SHEET 8
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REVISIONS	NO. <td>DATE <td>DESCRIPTION </td></td>	DATE <td>DESCRIPTION </td>	DESCRIPTION
1	06/12/74	AS SHOWN	
2	08/27/74	AS SHOWN	
3	08/27/74	AS SHOWN	
4	08/27/74	AS SHOWN	
5	08/27/74	AS SHOWN	
6	08/27/74	AS SHOWN	
7	08/27/74	AS SHOWN	
8	08/27/74	AS SHOWN	

REVISIONS	NO. <td>DATE <td>DESCRIPTION </td></td>	DATE <td>DESCRIPTION </td>	DESCRIPTION
1	06/12/74	AS SHOWN	
2	08/27/74	AS SHOWN	
3	08/27/74	AS SHOWN	
4	08/27/74	AS SHOWN	
5	08/27/74	AS SHOWN	
6	08/27/74	AS SHOWN	
7	08/27/74	AS SHOWN	
8	08/27/74	AS SHOWN	

THE PRIVATE ENGINEER SHOWING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY OF THE INFORMATION AND DATA OBTAINED HEREON. IN THE EVENT OF ANY DISCREPANCY OR OMISSION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE AND HOLDING THE PLANS FOR APPROVAL. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

DIGIPLAN
 DPL TOLL FREE
 8-1-1
 47 LAMAR TWO DRIVE
 BERKELEY, CALIF. 94708

BAISIS OF BEARINGS:
 THIS MAP IS FOR CONFORMANCE WITH THE CALIFORNIA ENGINEERING PROFESSIONAL ACT AND IS BASED UPON THE FOLLOWING BEARINGS AND DISTANCES:

BEARINGS: N 27°29'36" E
 DISTANCES: 269.14' & 269.14'

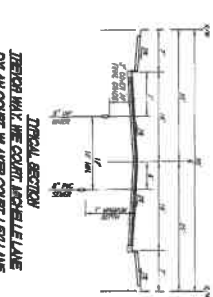
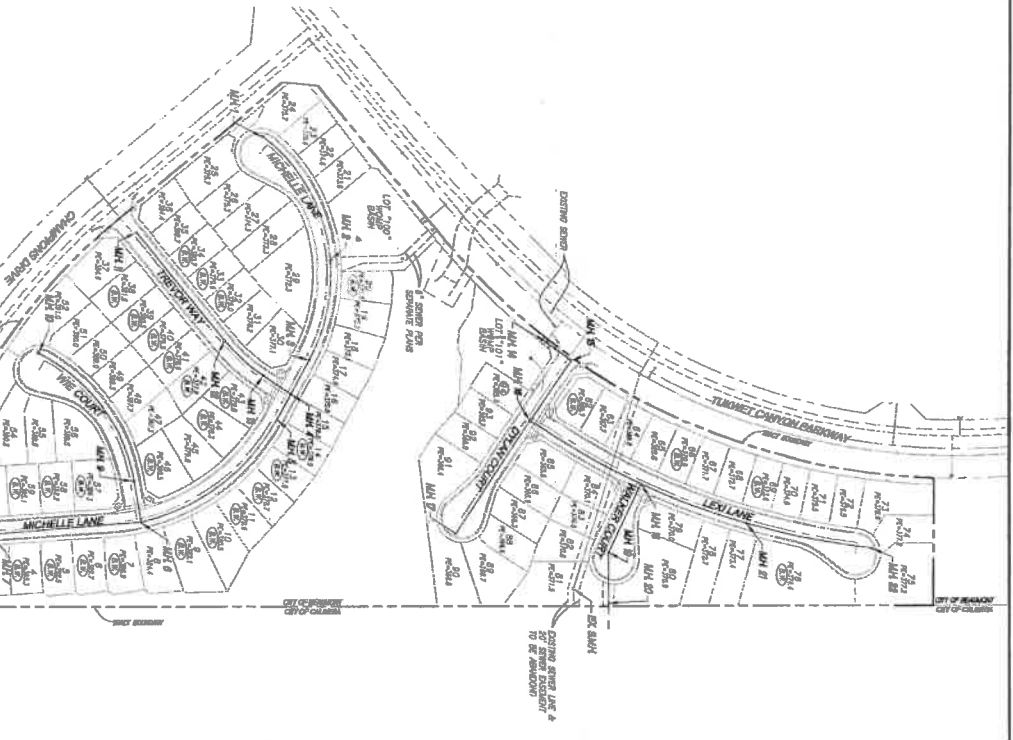
DEVELOPER/ENGINEER:
 PROJECT NO. 100-1000
 DATE: 05/27/2014

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	05/27/2014
2	FOR RECORD	06/10/2014

APPROVED BY: [Signature]
 DATE: 06/10/2014

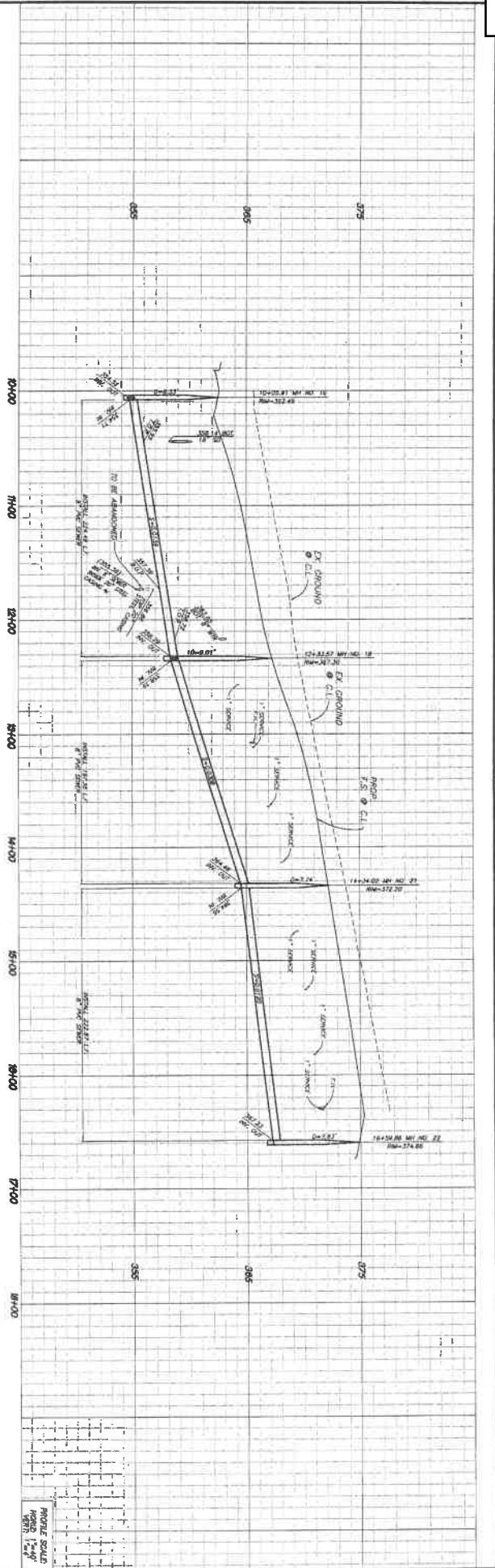
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 APPROVED BY: [Signature]
 DATE: 06/10/2014

CITY OF BEAUMONT, CALIFORNIA
 SEWER IMPROVEMENT PLANS
 TRACT NO. 36958
DEVELOPER/ENGINEER KEY MAP
 TYPICAL SECTIONS
 ARGENT MANAGEMENT
 SHEET NO. 2



NOTE: THE EXACT LOCATION OF EACH MANHOLE IS TO BE DETERMINED BY THE FIELD SURVEYOR.

LOT NO.	MANHOLE NO.	DIAMETER
1	1	36"
2	2	36"
3	3	36"
4	4	36"
5	5	36"
6	6	36"
7	7	36"
8	8	36"
9	9	36"
10	10	36"
11	11	36"
12	12	36"
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26	26	36"
27	27	36"
28	28	36"
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34	34	36"
35	35	36"
36	36	36"
37	37	36"
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89	89	36"
90	90	36"
91	91	36"
92	92	36"
93	93	36"
94	94	36"
95	95	36"
96	96	36"
97	97	36"
98	98	36"
99	99	36"
100	100	36"



* REFER TO SHEET 1000 FOR EXISTING UTILITIES AND TO SHEET 1001 FOR PROPOSED UTILITIES. SEE SHEET 1002 FOR EXISTING AND PROPOSED DRIVEWAYS AND DRIVEWAY EASEMENTS. SEE SHEET 1003 FOR EXISTING AND PROPOSED DRIVEWAY EASEMENTS.

- CONSTRUCTION NOTES**
1. INSTALL 6" PVC STORM MAIN
 2. INSTALL 12" WATER MAIN & CUT
 3. INSTALL 12" SANITARY MAIN & CUT
 4. INSTALL 12" GAS MAIN & CUT
 5. INSTALL 12" FIBER OPTIC MAIN & CUT
 6. INSTALL 12" ELECTRIC MAIN & CUT
 7. INSTALL 12" WATER MAIN & CUT
 8. INSTALL 12" SANITARY MAIN & CUT
 9. INSTALL 12" GAS MAIN & CUT
 10. INSTALL 12" FIBER OPTIC MAIN & CUT
 11. INSTALL 12" ELECTRIC MAIN & CUT

LEXI LANE



THE PRIVATE ENGINEER, GEORGE H. BROWN, HAS REVIEWED THESE PLANS AND APPROVES THEM FOR RECORD. HIS REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. IN THE EVENT OF ANY DISCREPANCY BETWEEN THESE PLANS AND THE ACTUAL CONDITIONS ON THE GROUND, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING THE SAME. THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLANS AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON. IN THE EVENT OF ANY DISCREPANCY BETWEEN THESE PLANS AND THE ACTUAL CONDITIONS ON THE GROUND, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING THE SAME.

DISCLAIMER
 ONLY TO BE USED AT LEAST TWO DAYS BEFORE YOU DO ANYTHING.
 B-1-1

REVISIONS

NO.	DATE	DESCRIPTION
1	02/17/18	ISSUED FOR PERMITS

PROJECT INFORMATION

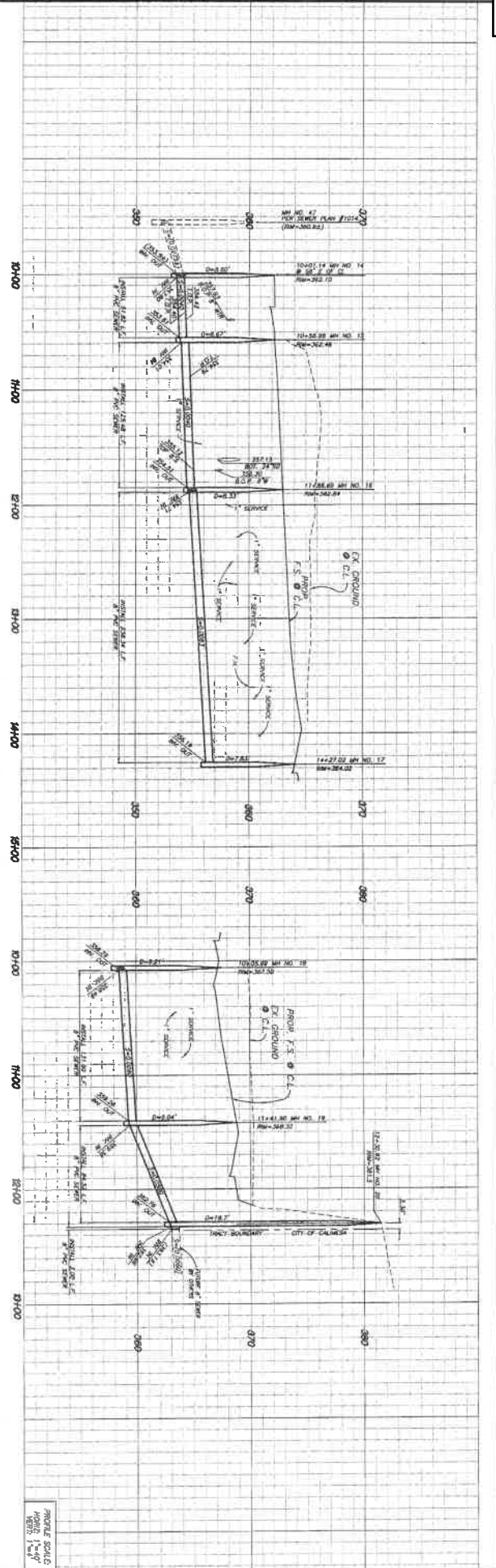
PROJECT: LEXI LANE
 LOCATION: 1000 LEXI LANE, DYNAM COURT, WALLET COURT
 CITY: BEAUMONT, CALIFORNIA
 CLIENT: CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT

DESIGNER
 PROJECTS ENGINEERING INC.
 1000 LEXI LANE, DYNAM COURT, WALLET COURT
 BEAUMONT, CALIFORNIA 91705
 DATE: 02/17/18

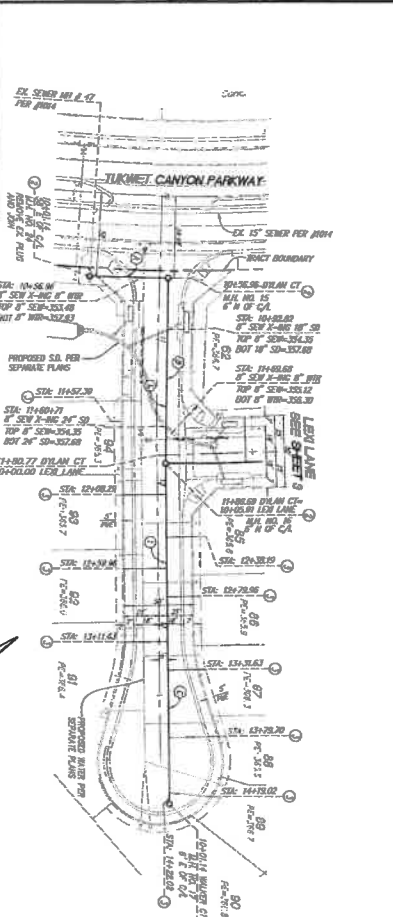
APPROVED BY: [Signature]
 DATE: 02/17/18

CITY OF BEAUMONT, CALIFORNIA
 SEWER IMPROVEMENT PLANS
 TRUCKEE, CALIFORNIA 91705
 LEXI LANE
 FROM 1000 LEXI LANE TO 1400 LEXI LANE

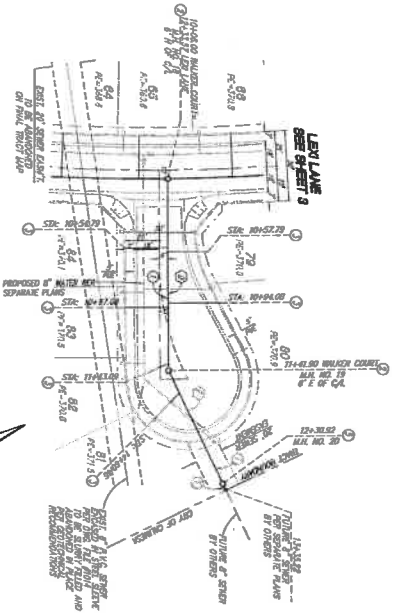
NO.	DATE	DESCRIPTION
1	02/17/18	ISSUED FOR PERMITS



PROPOSED SCALE
1" = 40'



DYLAN COURT



WALKER COURT

- CONSTRUCTION NOTES**
- INSTALL 6" PVC SEWER MAIN
 - INSTALL 18" CONCRETE SEWER MAIN
 - INSTALL 4" PVC SEWER LATERAL PER COUNTY OF MARIQUETA
 - INSTALL 4" DIAMETER FIBERGLASS MANHOLE
 - INSTALL 6" O.D. WALKWAY WITH PER 1387
 - PER R.C.L.D. STD. 008 AND 009

NO.	DATE	BY	REVISION
1	08/13/14	WAL	ISSUED FOR PERMITS
2	08/13/14	WAL	REVISED PER COMMENTS
3	08/13/14	WAL	REVISED PER COMMENTS
4	08/13/14	WAL	REVISED PER COMMENTS
5	08/13/14	WAL	REVISED PER COMMENTS
6	08/13/14	WAL	REVISED PER COMMENTS
7	08/13/14	WAL	REVISED PER COMMENTS
8	08/13/14	WAL	REVISED PER COMMENTS
9	08/13/14	WAL	REVISED PER COMMENTS
10	08/13/14	WAL	REVISED PER COMMENTS

DIGALERT

CALL TOLL FREE
8-1-1
IF LOCATED TO DO
WORK BEFORE YOU DO

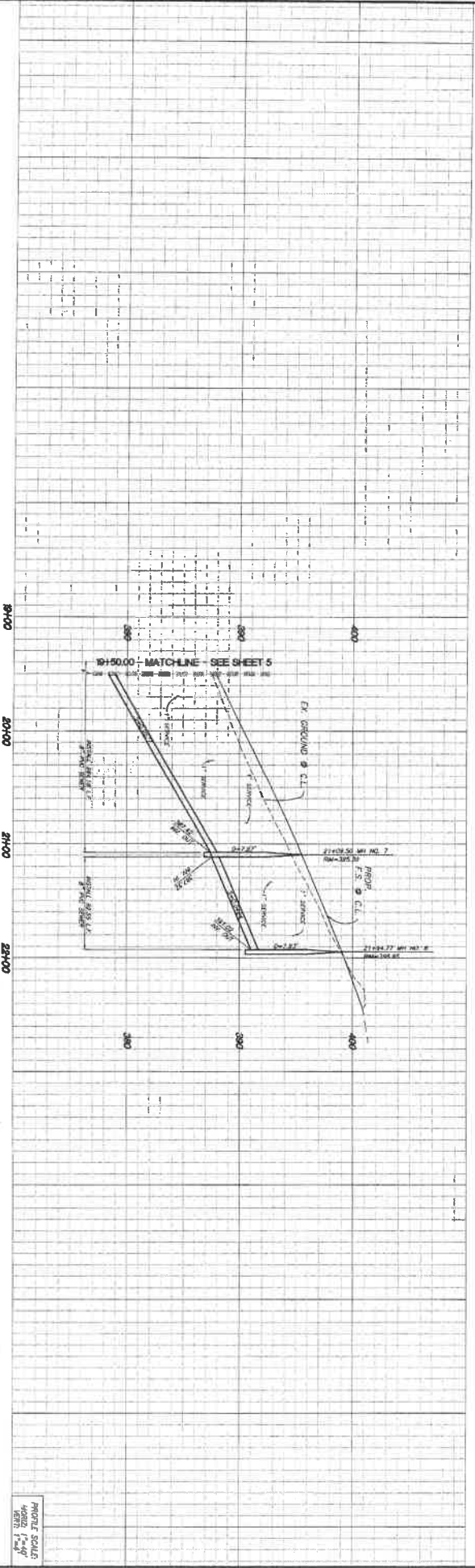
BEARINGS: N. 27° 39' 32" E

REVISIONS

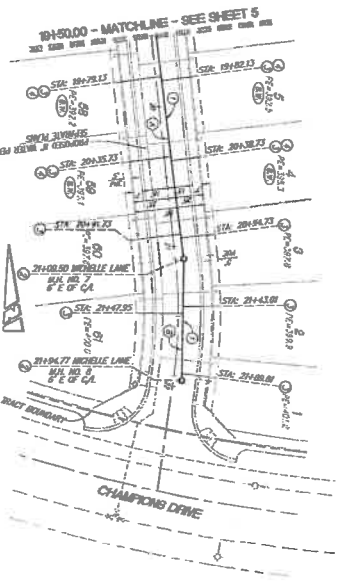
NO.	DATE	BY	REVISION
1	08/13/14	WAL	ISSUED FOR PERMITS
2	08/13/14	WAL	REVISED PER COMMENTS
3	08/13/14	WAL	REVISED PER COMMENTS
4	08/13/14	WAL	REVISED PER COMMENTS
5	08/13/14	WAL	REVISED PER COMMENTS
6	08/13/14	WAL	REVISED PER COMMENTS
7	08/13/14	WAL	REVISED PER COMMENTS
8	08/13/14	WAL	REVISED PER COMMENTS
9	08/13/14	WAL	REVISED PER COMMENTS
10	08/13/14	WAL	REVISED PER COMMENTS

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 36558
DYLAN COURT
WALKER COURT
574 1040400 TO 574 1744489
AGENT MANAGEMENT

DATE: 8/13/14
BY: [Signature]
SCALE: 1" = 40'



PROJECT SCALE
HORIZONTAL 1"=40'
VERTICAL 1"=4'



- CONSTRUCTION NOTES**
1. INSTALL 6" PVC SIGN MARK
 2. INSTALL PRECAST & CONCRETE LAUNCHER IN DIRT
 3. INSTALL 1" PVC SIGN LAUNCHER 800 CONT. OF PROPOSED
 4. INSTALL HOSE CONNECTION SIGN (IN 100' (4-11-17))
 5. INSTALL 4" DIAMETER PROTECTION DEVICE
 6. INSTALL PROTECTION SIGN 4' ON EITHER

THE PRIVATE ENGINEER SHOWING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY OF ALL INFORMATION, INCLUDING THE DESIGN HEREON, IN THE EVENT OF ANY DISCREPANCY OR CONFLICT WITH ANY CITY, COUNTY, STATE OR FEDERAL REQUIREMENTS, REGULATIONS OR ORDINANCES. THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURING THE PLANS FOR APPROVAL BY THE CITY.

IF YOU CONTINUE WITH ANY MODIFICATION TO THESE PLANS, YOU ASSUME ALL RESPONSIBILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY THAT MAY BE CAUSED BY SUCH MODIFICATIONS.

DIGALERT

ONE TOLL FREE 8-1-1 CALL BEFORE YOU DIG

UNDEGROUND UTILITY SIGHT OR LOCATION INFORMATION

BAISIS OF BEARINGS:

DESCRIPTION: COMMENCES FROM THIS POINT IS THE CALCULATION OF THE BEARING AND DISTANCE TO THE POINT OF BEGINNING OF THE CURVE. THE BEARING AND DISTANCE TO THE POINT OF BEGINNING OF THE CURVE IS 272°59'27" E.

RESURFACING AND/OR REPAIRS:

RESURFACING AND/OR REPAIRS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF BEAUMONT SPECIFICATIONS FOR PAVEMENT REPAIRS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURING THE PLANS FOR APPROVAL BY THE CITY.

NO.	DATE	BY	DESCRIPTION
1	08/17/17	MM	PROJECT INITIATION
2	08/17/17	MM	DESIGN DEVELOPMENT
3	08/17/17	MM	FINAL DESIGN
4	08/17/17	MM	CONSTRUCTION

PROFESSIONAL SEAL

REGISTERED PROFESSIONAL ENGINEER
No. 12714
State of California

PROJECT INFORMATION

PROJECT NO. 17-10000
SHEET NO. 6

APPROVED BY: [Signature]

DATE: 08/17/17

APPROVED BY: [Signature]

DATE: 08/17/17

City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA

SEWER DEPARTMENT PLANS

MICHELLE LANE

TRACT NO. 35558

77th, 18450.00 TO STA. 21+48.77

TURKEY CONNECTION

STN. 10+08.00 TO STN. 18+88.74

ARGENT MANAGEMENT

SHEET

6

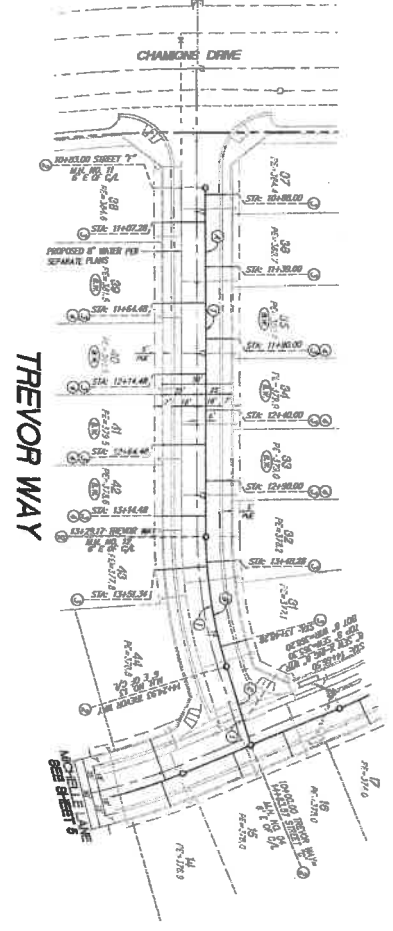
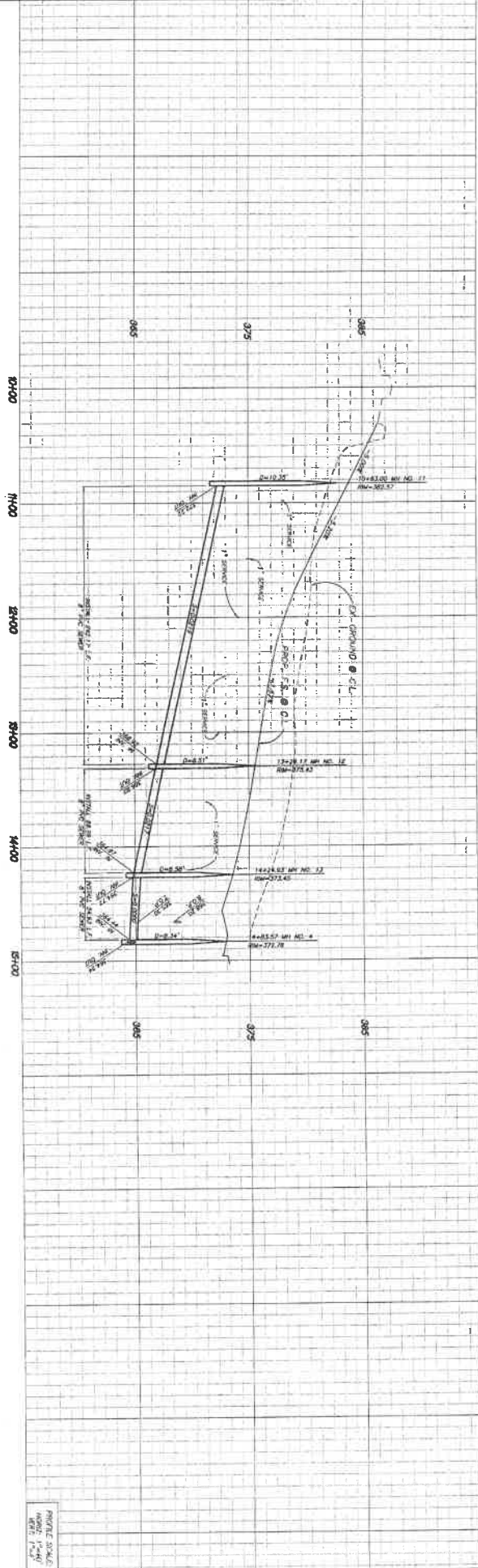
OF 8 SHEETS

DATE: 08/17/17

SCALE: 1"=40'

PROJECT NO. 17-10000

DATE: 08/17/17



TREVOR WAY

THE ENGINEER'S DRAWING SHALL BE THE BASIS OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND DATA PROVIDED BY THE CITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY AND LOCAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY AND LOCAL AGENCIES.

DISCLAIMER

THE CITY OF BEAUMONT, CALIFORNIA, IS NOT PROVIDING ANY WARRANTIES OR REPRESENTATIONS FOR THE INFORMATION PROVIDED HEREIN. THE CITY OF BEAUMONT, CALIFORNIA, IS NOT PROVIDING ANY WARRANTIES OR REPRESENTATIONS FOR THE INFORMATION PROVIDED HEREIN.

BASES OF BEARINGS:

BEARING: N 27°39'28" E

NO.	DATE	DESCRIPTION
1	08/27/24	ISSUED FOR PERMITTING
2	09/10/24	REVISED FOR COMMENTS
3	09/27/24	REVISED FOR COMMENTS
4	10/10/24	REVISED FOR COMMENTS
5	10/23/24	REVISED FOR COMMENTS
6	11/06/24	REVISED FOR COMMENTS
7	11/19/24	REVISED FOR COMMENTS
8	12/03/24	REVISED FOR COMMENTS
9	12/17/24	REVISED FOR COMMENTS
10	12/31/24	REVISED FOR COMMENTS
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206	07/03/32	REVISED FOR COMMENTS
207	07/17/32	REVISED FOR COMMENTS
208	07/31/32	REVISED FOR COMMENTS
209	08/14/32	REVISED FOR COMMENTS
210	08/28/32	REVISED FOR COMMENTS
211	09/11/32	REVISED FOR COMMENTS
212	09/25/32	REVISED FOR COMMENTS
213	10/09/32	REVISED FOR COMMENTS
214	10/23/32	REVISED FOR COMMENTS
215	11/06/32	REVISED FOR COMMENTS
216	11/20/32	REVISED FOR COMMENTS
217	12/04/32	REVISED FOR COMMENTS
218	12/18/32	REVISED FOR COMMENTS
219	01/01/33	REVISED FOR COMMENTS
220	01/15/33	REVISED FOR COMMENTS
221	01/29/33	REVISED FOR COMMENTS
222	02/12/33	REVISED FOR COMMENTS
223	02/26/33	REVISED FOR COMMENTS
224	03/12/33	REVISED FOR COMMENTS
225	03/26/33	REVISED FOR COMMENTS
226	04/09/33	REVISED FOR COMMENTS
227	04/23/33	REVISED FOR COMMENTS
228	05/07/33	REVISED FOR COMMENTS
229	05/21/33	REVISED FOR COMMENTS
230	06/04/33	REVISED FOR COMMENTS
231	06/18/33	REVISED FOR COMMENTS
232	07/02/33	REVISED FOR COMMENTS
233	07/16/33	REVISED FOR COMMENTS
234	07/30/33	REVISED FOR COMMENTS
235	08/13/33	REVISED FOR COMMENTS
236	08/27/33	REVISED FOR COMMENTS
237	09/10/33	REVISED FOR COMMENTS
238	09/24/33	REVISED FOR COMMENTS
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274	02/17/35	REVISED FOR COMMENTS
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287	08/19/35	REVISED FOR COMMENTS
288	09/02/35	REVISED FOR COMMENTS
289	09/16/35	REVISED FOR COMMENTS
290	09/30/35	REVISED FOR COMMENTS
291	10/14/35	REVISED FOR COMMENTS
292	10/28/35	REVISED FOR COMMENTS
293	11/11/35	REVISED FOR COMMENTS

MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and KB Home California LLC (hereinafter "principal"), have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for the period of one year following its completion and acceptance, which said agreement, dated _____, and identified as Tract Map No. 36558 is hereby referred to and made a part hereof; and:

WHEREAS, Principal is required under the terms of the agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the agreement.

NOW, THEREFORE, we, the principal and The Hanover Insurance Company surety admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Beaumont as obligee, in the penal sum of Two Hundred Seventy Two Thousand Three Hundred Twenty Five & 32/100 dollars (\$ 272,325.32) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Beaumont, 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 a condition precedent to the satisfactory completion of the agreement, the obligation of the Principal and surety under this bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Principal or the Principal's, his or its heirs, executors, administrators, successors or assigns, fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Principal remains.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Beaumont in successfully enforcing such obligation, all to be taxed as costs and included in any judgment 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 there under or the specifications accompanying the same shall in anywise affect its obligations of 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. The surety waives all rights of subrogation against the City or any person employed by the City.

SIGNED AND SEALED THIS 8th DAY OF May 2020. Replaces Bond issued on March 17, 2020

(Seal)

The Hanover Insurance Company

SURETY

By: *Brenda Wong*

Brenda Wong, Attorney-in-Fact

(Seal)

KB Home California LLC

PRINCIPAL

By: *Matthew Rizzo*

MATTHEW RIZZO VP

(Name)

(Name)

(Address)

(Title)

(Address)

By:

(Name)

The Hanover Insurance Company

440 Lincoln St, Worcester, MA 01653

(Title)

(Address)

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

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

STATE OF California)SS
COUNTY OF Riverside)

On May 12, 2020, before me, Christina Villa, Notary Public, personally appeared Matthew Rizzo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

[Handwritten Signature]



My Commission Expires: February 13, 2024

This area for official notarial seal

Notary Name: Christina Villa

Notary Phone: (951) 691-5300

Notary Registration Number: 2321325

County of Principal Place of Business: Riverside

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

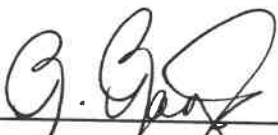
County of Los Angeles

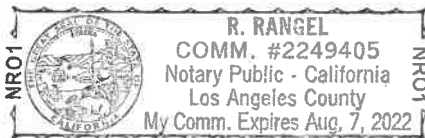
On MAY 08 2020 before me, R.Rangel, Notary Public, personally appeared Brenda Wong who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~-subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ 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.

(seal)

Signature 
R. Rangel, Notary Public



POWER OF ATTORNEY

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.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Mechelle Larkin, My Hua, Kathy R. Mair, Regina Rangel, Brenda Wong, Tenzer V. Cunningham, Martha Gonzales and/or Joaquin Perez

Of Marsh Risk & Insurance Services, Inc. of Los Angeles, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, in any amount

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

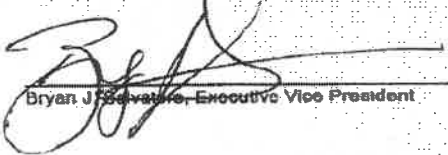
RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 6th day of November, 2019.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

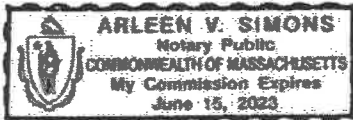

Bryan J. Salvatore, Executive Vice President



James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 6th day of November, 2019 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this day of **MAY 08 2020**

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Carrick A. Bligh, Vice-President



Staff Report

TO: City Council
FROM: Jeff Hart, Public Works Director
DATE: June 16, 2020
SUBJECT: Performance Bond Acceptance and Security Agreement for Beaumont RV and Self-Storage for 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 Dr. Kirk G Howard.

The proposed project entails development of a new RV and self-storage facility with a caretaker’s unit on an 8.48 acre site at the southwest corner of California Avenue and West First Street. The project involves the development of a gated RV and self-storage facility with four one-story buildings and one two-story building. There will be a total of 105,283 square feet of storage area within the 5 buildings. The two-story building will include a customer lounge on the bottom floor and the manager’s unit on the second floor. The RV storage features 160 covered spaces and 49 uncovered spaces for a total of 209 stalls. The site takes access from West First Street and from California Avenue, both points of access provide entry and exit from the site. There is a third access point onto West First Street at the west end of the property that will be restricted to exit only. The public improvements which will be constructed within the City of Beaumont right of way consist of commercial driveways, sidewalk, curb and gutter, street light, drainage structures, and asphalt pavement.

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

Table 1				
Bond #	Bond Type	Type of Improvement	Development/Tract #	Developer
4423509	Performance	Street Improvement	18-M-002	Dr. Kirk Howard

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.

Fiscal Impact:

The cost of preparing the staff report is estimated to be \$450.

Recommended Action:

Accept Performance Bond No.4423509 for street improvements for Beaumont RV Self and Storage.

Attachments:

- A. Bond No.4423509 and security agreement for street improvements, and associated improvement plans

EXHIBIT "A"

Bond No. 4423509
Premium: \$10,916.00 - 2 yr term

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Beaumont RV & Self Storage LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 30, 2020, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 18-M-002, 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 SureTec Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Five Hundred Twenty Seven Thousand Seven Hundred dollars (\$ 527,700.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on May 7, 2020 .

PRINCIPAL:

Beaumont RV & Self Storage LLC
By Kirk Steward
Title OWNER

SURETY:

SureTec Insurance Company
By Susan C. Monteon
Title Susan C. Monteon
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Item 8.

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

STATE OF CALIFORNIA

County of Riverside



On May 7, 2020 before me, Janelle L. Tuominen, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Susan C. Monteon
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 Janelle L. Tuominen
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Susan C. Monteon, Janelle L. Tuominen

its true and lawful Attorney-in-fact, 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 waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

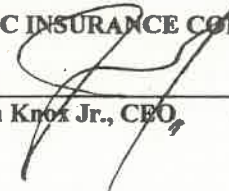
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company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

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings 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. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 17th day of May, A.D. 2019.

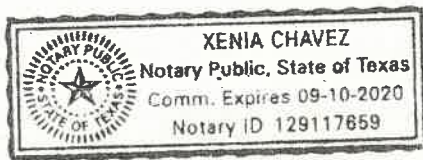
SURETEC INSURANCE COMPANY

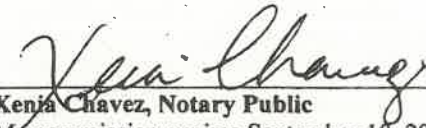
By: 
John Knox Jr., CEO

State of Texas ss:
County of Harris



On this 17th day of May, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 7th day of May, 2020, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

Bond No. 4423509
Premium Included in
Performance Bond

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Beaumont RV & Self Storage 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 April 30, 2020, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 18-M-002, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Five Hundred Twenty Seven Thousand Seven Hundred dollars (\$527,700.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on May 7, 2020.

PRINCIPAL:

SURETY:

Beaumont RV & Self Storage LLC

SureTec Insurance Company

By Kirk Howard

By Susan C. Monteon

Title owner

Title Susan C. Monteon Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Item 8.

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

STATE OF CALIFORNIA

County of Riverside



On May 7, 2020 before me, Janelle L. Tuominen, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Susan C. Monteon
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 Janelle L. Tuominen
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Susan C. Monteon, Janelle L. Tuominen

its true and lawful Attorney-in-fact, 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 waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:


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 of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings 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. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 17th day of May, A.D. 2019.

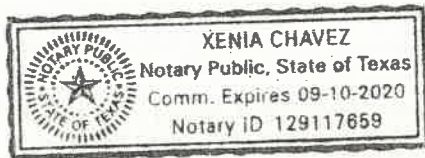
SURETEC INSURANCE COMPANY

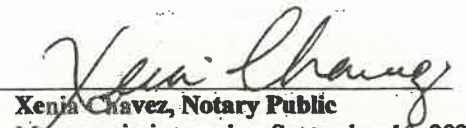
By: 
John Knox Jr., CEO



State of Texas ss:
County of Harris

On this 17th day of May, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas; that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 7th day of May, 2020, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

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

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and BEAUMONT ENVIRONMENTAL STORAGE & ACQUISITION LLC 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 # 18-11202 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 Kirk M Howard _____

April 30, 2020
Date

Title: OWNER _____

Address: 1648 Woodlands Rd
BEAUMONT CA 92223

Basic Gov (Sales Force) # _____
File # _____

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Beaumont RO & Self Storage LLC hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated APRIL 30, 2020 whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. LG-M002 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 _____, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

PRINCIPAL:

SURETY:

Beaumont RO & Self Storage LLC

By Kirk G Howard

By _____

Title Owner- Managing Member of LLC

Title _____

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and BEAUMONT RD & SELF STORAGE 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 April 30, 2020, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 18-M002, 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 _____ dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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 _____, 20____.

PRINCIPAL:

BEAUMONT RD & SELF STORAGE LLC

By Keith A Howard

Title OWNER- Managing member LLC

SURETY:

By _____

Title _____

BASIS OF COORDINATES AND BEARINGS:

CENTER LINE OF 1ST STREET BEING N89°59'39"E PER RS 150/19 AND 130/32.

BENCHMARK:

THIS MARK IS LOCATED AT BEAUMONT, ABOUT 70 YARDS NORTHEAST OF THE NORTHEAST CORNER OF THE SOUTHERN PACIFIC CO. RAILROAD STATION, ABOUT 170 YARDS NORTHWESTERLY OF CALIFORNIA STREET, ON THE SOUTHERLY SIDE OF THE NEW U.S. HIGHWAY 60, 70, 99 BEING CONSTRUCTED THROUGH BEAUMONT, 21 FEET NORTHERLY OF THE CENTERLINE OF THE NEW FOURTH STREET, 2 FEET SOUTHEASTERLY FROM THE WESTERLY END OF THE WALL, 2.7 FEET BELOW THE TOP OF THE WALL, 2 INCHES ABOVE THE CURB, AND SET IN THE TOP OF A CONCRETE POST.

GENERAL NOTES

- 1. THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS.
2. 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.
3. 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.
4. A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY.
5. NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
6. REVISION OF THESE PLANS WILL BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.
7. NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER.
8. ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
9. 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.
10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
11. WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
A. SUMMARY SHEET
B. LABORATORY WORK SHEETS
C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS.
12. 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.
13. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224.
14. 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.
15. 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.
16. 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.

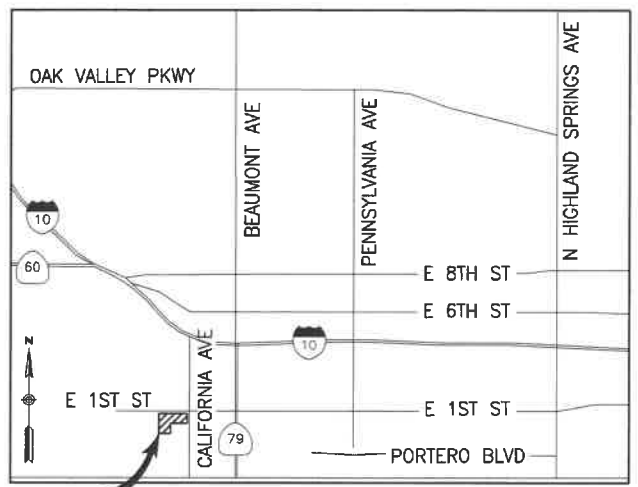
CITY OF BEAUMONT, CALIFORNIA
IMPROVEMENT PLANS FOR
BEAUMONT RV & SELF STORAGE

GENERAL NOTES (CONTINUED)

- 17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUNICIPAL CODE.
18. 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.
19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT.
20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS.
21. 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.
22. 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.
23. 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.

SEWER NOTES

- 1. SEWER SYSTEM CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD'S) STANDARDS AND SPECIFICATIONS.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO FLOW LINE (CONDUIT INVERT).
3. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWINGS SB-53, SB-58, AND SB-61, AS APPLICABLE.
4. MANHOLES OF DEPTHS LESS THAN FIVE FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELVE ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-30.
5. ALL LATERALS SHALL HAVE AN ON-SITE CLEANOUT IN ACCORDANCE WITH STANDARD DRAWING SB-52.
6. MAINLINE CLEANOUTS, WHERE CALLED FOR ON THE PLANS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-52.
7. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION AND LOCATION.
8. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
9. RECONSTRUCTION OF EXISTING MANHOLES SHALL BE SCHEDULED AT THE CONVENIENCE OF THE CITY AND SHALL BE COMPLETED WITHIN FIVE WORKING DAYS FOLLOWING ITS COMMENCEMENT.
10. SEWER LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH SB-177. ALL LATERALS ARE TO BE 4" IN DIAMETER UNLESS OTHERWISE SHOWN ON PLANS.
11. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE.
12. WHERE GROUNDWATER IS ENCOUNTERED, ALL VCP PIPE SHALL BE TREATED FOR ABSORPTION RESISTANCE PER EMWD'S SPECIFICATIONS.
13. ALL PIPE ZONE BEDDING AND TRENCH BACKFILL ARE TO BE PER STANDARD DRAWING SB-157, SB-158, AND SB-159.



OWNER/APPLICANT: BEAUMONT SELF STORAGE, INC.
ASSESSOR'S PARCEL NO.: 417-180-013 AND 417-180-014
SITE ADDRESS: 190 E. 1ST STREET BEAUMONT, CA 92223

ARCHITECT: JORDAN ARCHITECTS, INC.
SURVEYOR: RICK ENGINEERING COMPANY
CIVIL ENGINEER: RICK ENGINEERING COMPANY

GEOTECHNICAL ENGINEER: LGC GEOTECHNICAL, INC.
LANDSCAPE ARCHITECT: DMILA

LEGAL DESCRIPTION: THE NORTH 3.52 ACRES OF LOT 1 BLOCK 169 CITY OF BEAUMONT AS SHOWN BY AMENDED MAP RECORDED IN BOOK 6 PAGE 16 AND 17 OF MAPS, RECORDS OF RIVERSIDE COUNTY.
ASSESSOR'S PARCEL NUMBER: 417-180-013-5

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

- 1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON.

NOTE

- 1. APPROVAL OF THESE PLANS APPLIES ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.

"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: RICK ENGINEERING
ADDRESS: 1160 MARSH ST. STE 150
CITY, ST.: SAN LUIS OBISPO, CA 93401
TELEPHONE: 805-544-0707
BY: THOMAS MARTIN RICE 64222 DATE: 2/28/2020

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.

- 1. BEAUMONT MUNICIPAL CODE.
2. FOR STREETS: RIVERSIDE COUNTY ORDINANCE NO. 461.
3. THIS SET OF PLANS.
4. PRELIMINARY GEOTECHNICAL EVALUATION FOR PROPOSED BEAUMONT RV STORAGE, BEAUMONT, CA, PREPARED BY LGC GEOTECHNICAL, INC., DATED SEPTEMBER 13, 2017 (PROJECT # 17117-01).
5. GEOTECHNICAL ADDENDUM REPORT (EARTHWORK REMOVALS ADJACENT TO PROPERTY LINES), PROPOSED BEAUMONT RV STORAGE, BEAUMONT, CA, PREPARED BY LGC GEOTECHNICAL, INC., DATED NOVEMBER 22, 2019 (PROJECT # 17117-01).
6. CALTRANS STANDARD PLANS 2018

ALL STANDARD DRAWINGS ARE COUNTY OF RIVERSIDE ROAD IMPROVEMENT STANDARDS & SPECIFICATIONS UNLESS NOTED OTHERWISE:
* RCP&WCD STANDARD MANUAL
** EMWD SEWER STANDARD DRAWINGS
*** STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

STREET NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES.
2. 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.
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.
6. THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816.
7. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS.
8. 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.
9. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING.
10. PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN PERCENT.
11. CONSTRUCTION PROJECTS DISTURBING MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES PERMIT).
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.
13. 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.
14. 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.
15. CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARDS NO. 206 AND/OR 207, AS DIRECTED IN THE FIELD.
16. STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING SPECIFICATIONS.
17. FOR ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION.
18. INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE 461 AND THE COMPREHENSIVE LANDSCAPING GUIDELINES (CHOOSE THREE SPECIES AND NAME THEM HERE).
19. 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.

INDEX OF SHEETS

Table with 2 columns: SHEET # and TITLE. Includes SHEET 1 - TITLE SHEET, SHEET 2 - NOTES, SHEET 3 - DETAILS, SHEET 4 - CONTROL PLAN & KEY MAP, SHEET 5-8 - STREET IMPROVEMENT PLANS, SHEET 9 - SECTIONS - 1ST STREET, SHEET 10 - SECTIONS - CALIFORNIA AVE, SHEET 11 - SIGNING & STRIPING PLAN, SHEET 12 - WATER AND SEWER PLAN, SHEET 13 - EROSION CONTROL PLAN.

DIGALERT logo and text: Call 2 Working Days Before You Dig! 811

BENCHMARK: THIS MARK IS LOCATED AT BEAUMONT, ABOUT 70 YARDS NORTHEAST OF THE NORTHEAST CORNER OF THE SOUTHERN PACIFIC CO. RAILROAD STATION, ABOUT 170 YARDS NORTHWESTERLY OF CALIFORNIA STREET, ON THE SOUTHERLY SIDE OF THE NEW U.S. HIGHWAY 60, 70, 99 BEING CONSTRUCTED THROUGH BEAUMONT, 21 FEET NORTHERLY OF THE CENTERLINE OF THE NEW FOURTH STREET, 2 FEET SOUTHEASTERLY FROM THE WESTERLY END OF THE WALL, 2.7 FEET BELOW THE TOP OF THE WALL, 2 INCHES ABOVE THE CURB, AND SET IN THE TOP OF A CONCRETE POST.
ELEV. 2573.72, NGVD 29

Table with 4 columns: BY, MARK, DESCRIPTION, APPR. DATE. Includes entries for ENGINEER, REVISIONS, and CITY.

RICK logo and contact information: 1160 MARSH STREET - SUITE 150 SAN LUIS OBISPO, CA 93401 805-544-0707 (FAX) 805-544-2052

REGISTERED PROFESSIONAL ENGINEER seal for Thomas E. Martin, No. 64222, State of California.

BEAUMONT logo and design information: DESIGN BY: TK, DRAWN BY: CLF, CHECKED BY: TK, SCALE: DATE: 02/28/2019, JOB NUMBER: 18115AC

Approval stamps and signatures: Reviewed By: [Signature], Date: 4/24/2020; Approved By: [Signature], Date: 05/01/20

CITY OF BEAUMONT, CALIFORNIA SHEET 1 OF 13 SHEETS FILE NO. TITLE SHEET

ESTIMATED QUANTITIES:

- ① ASPHALT PAVEMENT = 730 TONS
- ① AGGREGATE BASE = 970 TONS
- ② CURB RAMP = 125 SF
- ③ CONCRETE SIDEWALK = 5,500 SF
- ④ CONCRETE DRIVEWAY = 2,350 LF
- ⑥ NEW STREET LIGHT = 5 EA
- ⑦ OUTLET DRAINAGE STRUCTURE = 1 EA
- ⑧ GRIND & OVERLAY = 24,800 SF
- ⑨ CURB & GUTTER = 970 LF
- ⑩ ADJUST UTILITY TO GRADE = 7 EA
- ⑪ REMOVE EXISTING LIGHT POLE = 1 EA
- T11, T12, T13, T14, T15 STRIPING = 3010 LF
- T6, T7, T8, T9, T10, T12 PAVEMENT MARKINGS = 70 SF
- T8, T11 RELOCATE EXISTING SIGN = 2 EA
- T13, T14 NEW SIGN = 2 EA
- S1 4" PVC SEWER PIPE = 45 LF
- S1 SEWER WYE CONNECTION = 1 EA
- W1 6" PVC WATER LINE = 55 LF
- W1 12" GATE VALVE FLANGED = 2 EA
- W1 EBBA (ROMAC) TRANSFER SLEEVE = 2 EA
- W1 12" FLANGED TEE = 1 EA
- W1 12"x12" FLANGED PE SPOOL = 1
- W1 12"x6" REDUCER = 1 EA

NOTE: QUANTITIES ARE FOR REFERENCE ONLY AND SHOULD NOT BE USED FOR BIDDING PURPOSES.

RICK ENGINEERING COMPANY SPECIAL NOTES:

- 1. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY.
- 2. NEITHER THE OWNER, NOR THE ENGINEER OF WORK WILL ENFORCE SAFETY MEASURES OR REGULATIONS. THE 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.
- 3. THE CONTRACTOR SHALL FOLLOW THE GUIDELINES AND REGULATIONS AS SET FORTH BY OSHA.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL UTILITIES ARE BUILT IN ACCORDANCE WITH THESE PLANS. IF THERE ARE ANY QUESTIONS REGARDING THESE PLANS OR FIELD STAKES, THE CONTRACTOR SHALL REQUEST AN INTERPRETATION BEFORE PERFORMING ANY WORK.
- 5. THE CONTRACTOR SHALL TAKE THE NECESSARY STEPS TO PROTECT THE PROJECT AND ADJACENT PROPERTY FROM ANY EROSION AND SILTATION THAT RESULT FROM HIS OPERATIONS BY APPROPRIATE MEANS (GRAVEL BAGS, TEMPORARY DESILTING BASINS, DIKES, SHORING, ETC.) UNTIL SUCH TIME THAT THE PROJECT IS COMPLETED AND ACCEPTED FOR MAINTENANCE BY OWNER. THE CONTRACTOR IS RESPONSIBLE TO ADHERE TO THE PROJECT SWPPP AT ALL TIMES.
- 6. LOCATION AND ELEVATION OF IMPROVEMENTS TO BE MET BY WORK TO BE DONE SHALL BE CONFIRMED BY FIELD MEASUREMENTS PRIOR TO CONSTRUCTION OF NEW WORK.
- 7. WHERE TRENCHES ARE WITHIN EASEMENTS OR WITHIN 10' OF ANY BUILDING, A SOILS REPORT SHALL BE SUBMITTED TO THE ENGINEER OF WORK BY A QUALIFIED SOILS ENGINEER OR SPECIAL INSPECTOR WHICH INDICATES THAT TRENCH BACKFILL WAS COMPACTED UNDER THE OBSERVATION OF THE SOILS ENGINEER/SPECIAL INSPECTOR AND IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
- 8. ALL FRAMES, COVERS, VALVE BOXES AND MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE UPON COMPLETION OF PAVING OR RELATED CONSTRUCTION.
- 9. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERPETUATE ALL EXISTING SURVEY MONUMENTS WITHIN THE CONSTRUCTION AREA IN ACCORDANCE WITH SECTION 8771 OF THE LAND SURVEYOR'S ACT.

UTILITY NOTES:

- 1. LOCATION AND DEPTH OF EXISTING UTILITIES ARE APPROXIMATE AND BASED ON AVAILABLE INFORMATION PROVIDED BY OTHERS.
- 2. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR LOCATING ALL UTILITIES AND RELATED FACILITIES AND FOR THEIR PROTECTION DURING THE COURSE OF CONSTRUCTION. UTILITIES MAY EXIST THAT ARE NOT SHOWN ON THIS PLAN.
- 3. THE CONTRACTOR SHALL NOT INTERRUPT ANY UTILITY SERVICE FUNCTION, DISTURB THE SUPPORT BASE, OR MODIFY ANY FACILITY WITHOUT AUTHORITY FROM UTILITY OWNER.
- 4. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL POT HOLE AND VERIFY LOCATION AND DEPTH OF EXISTING UNDERGROUND UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
- 5. EXISTING PIPELINES/UTILITIES THAT CROSS NEW SYSTEM PIPING OR SIMILAR EXCAVATIONS REQUIRED TO CONSTRUCT THE PIPING, SHALL BE PROTECTED IN PLACE, UNLESS OTHERWISE NOTED. ALL EXISTING PIPELINES/UTILITIES SHALL BE SUPPORTED ACROSS THE EXCAVATION DURING CONSTRUCTION. IN ORDER TO PREVENT SETTLEMENT OF THE UTILITY AFTER INSTALLATION OF THE NEW SYSTEM, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.
- 6. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE UTILITY OWNER IF ANY UTILITY IS DISTURBED OR DAMAGED DURING THE COURSE OF THE WORK. THE CONTRACTOR SHALL BEAR THE COSTS OF REPAIR OR REPLACEMENT OF ANY MARKED UTILITY WHERE DAMAGED WAS CAUSED BY THE CONTRACTOR'S ACTIVITIES.
- 7. ANY WATER LINE PARALLEL TO AND WITHIN 10 FEET OF AN EXCAVATED TRENCH SHALL NOT BE PRESSURIZED. CONTRACTOR TO MAINTAIN WATER SERVICE TO EXISTING FACILITIES DURING CONSTRUCTION.

LEGEND

	SYMBOL
RIGHT-OF-WAY	---
DAYLIGHT LINE	---
EDGE OF PAVEMENT	---
PROPOSED SEWER	---
EXISTING SEWER	---
PROPOSED STORM DRAIN	---
EXISTING STORM DRAIN	---
PROPOSED WATER	---
EXISTING WATER	---
PROPOSED GAS	---
EXISTING GAS	---
ELECTRIC LINE	---
EXISTING ELECTRIC LINE	---
EDGE OF PAVEMENT	---
FENCE	---
FLOWLINE	---
SWALE	---
PROPOSED CONTOUR	---
EXISTING CONTOUR	---
PROPOSED WALL	---
EXISTING WALL	---
CURB	---
CURB & GUTTER	---
CENTERLINE	---
AC PAVING	---
CONCRETE	---
STORM DRAIN MANHOLE	---
WATER METER	---
FIRE HYDRANT	---
FIRE SERVICE VALVE	---
WATER VALVE	---
STREET LIGHT	---
STORM DRAIN INLET	---
SIGN	---

ABBREVIATIONS

ASPHALT CONCRETE	AC
BEGIN CURB RETURN	BCR
CENTERLINE	CL
DRIVEWAY	DWY
END CURB RETURN	ECR
EXISTING GROUND	EG
EDGE OF PAVEMENT	EP
EXISTING	EX/EXIST
FINISHED GRADE	FG
FINISHED SURFACE	FS
FINISH FLOOR ELEVATION	FFE
FLOW LINE	FL
GAS METER	GM
GAS VALVE	GV
GRADE BREAK	GB
HIGH POINT	HP
INVERT	INV
LEFT	LT
PROPERTY LINE	PL
PULL BOX	PB
RIGHT	RT
RIGHT-OF-WAY	ROW
TOP OF CURB	TC
TOP OF FOOTING	TF
TOP OF GRATE	TG
TOP OF WALL	TW
VERTICAL CURVE	VC
WATER METER	WM
PROPOSED	PROP
ON CENTER	OC

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BENCHMARK
 THIS MARK IS LOCATED AT BEAUMONT, ABOUT 70 YARDS NORTHEAST OF THE NORTHEAST CORNER OF THE SOUTHERN PACIFIC CO. RAILROAD STATION, ABOUT 170 YARDS NORTH-WESTERLY OF CALIFORNIA STREET, ON THE SOUTHERLY SIDE OF THE NEW U.S. HIGHWAY 99, 70, 99 BEING CONSTRUCTED THROUGH BEAUMONT, 21 FEET NORTHERLY OF THE CENTERLINE OF THE NEW FOURTH STREET, 2 FEET SOUTH-CENTRALLY FROM THE WESTERLY END OF THE WALL, 2.7 FEET BELOW THE TOP OF THE WALL, 2 INCHES ABOVE THE CURB, AND SET IN THE TOP OF A CONCRETE POST.
ELEV. 2573.72, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
	△			
ENGINEER	REVISIONS	CITY		

1160 MARSH STREET - SUITE 150
 SAN LUIS OBISPO, CA 93401
 805.544.0707 [FAX] 805.544.2052

Thomas E. Martin 64222 3/6/19
 ENGINEER OF WORK DATE
 R.C.E.

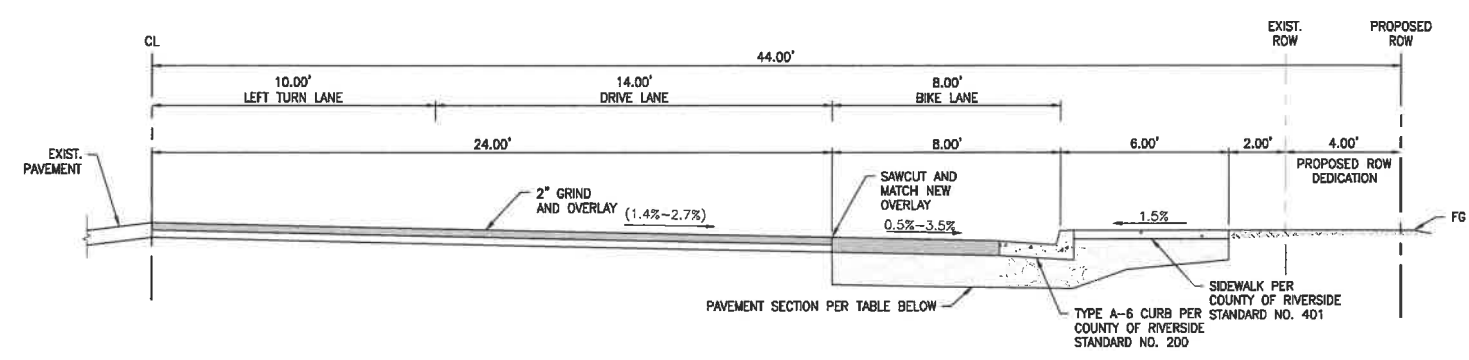
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 DATE: 02/28/2019
 JOB NUMBER: 18115AC



Reviewed By: *[Signature]* Date: 4/24/2020
 Approved By: *[Signature]* Date: 05/01/20
 CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

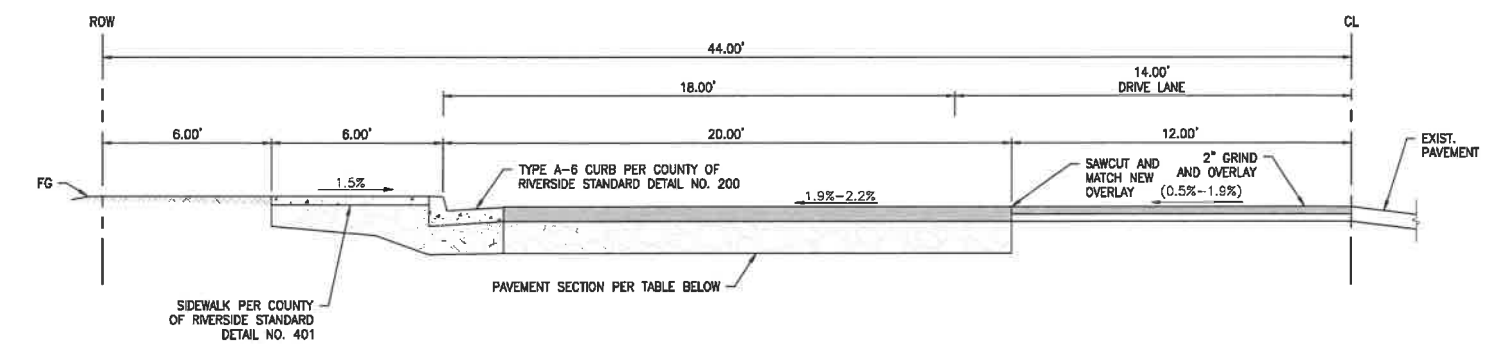
CITY OF BEAUMONT, CALIFORNIA
 IMPROVEMENT PLANS FOR:
 BEAUMONT RV & SELF STORAGE
 NOTES

SHEET 2
 OF 13 SHEETS
 FILE NO:



STA 100+60.11 TO 101+00.29
 STA 101+52.29 TO 103+41.12
 STA 104+08.12 TO 108+33.11

TYPICAL E 1ST STREET CROSS SECTION
 NTS



STA 200+44.71 TO 200+74.17
 STA 201+38.17 TO 203+83.11

TYPICAL CALIFORNIA AVE CROSS SECTION
 NTS

GENERAL NOTE

AC PAVEMENT AND AGGREGATE BASE SECTIONS ARE PRELIMINARY AND FINAL SECTIONS ARE TO BE DETERMINED BASED ON R-VALUE TESTING IN THE FIELD, TRAFFIC INDEX (T.I.) AS SHOWN IN TABLE BELOW, AND GEOTECHNICAL RECOMMENDATIONS.

STREET NAME	T.I. VALUE	A.C. THICKNESS	AGGREGATE BASE THICKNESS
1ST STREET	7	5.5"	10.5"
CALIFORNIA AVENUE	7	5.5"	10.5"

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BENCHMARK:
 THIS MARK IS LOCATED AT BEAUMONT, ABOUT 70 YARDS NORTHEAST OF THE NORTHEAST CORNER OF THE SOUTHERN PACIFIC CO. RAILROAD STATION, ABOUT 170 YARDS NORTHWESTERLY OF CALIFORNIA STREET, ON THE SOUTHERLY SIDE OF THE NEW U.S. HIGHWAY 90, 70, 80 BEING CONSTRUCTED THROUGH BEAUMONT, 21 FEET NORTHERLY OF THE CENTERLINE OF THE NEW FOURTH STREET, 2 FEET SOUTHEASTERLY FROM THE WESTERLY END OF THE WALL, 2.7 FEET BELOW THE TOP OF THE WALL, 2 INCHES ABOVE THE CURB, AND SET IN THE TOP OF A CONCRETE POST.
ELEV. 2573.72, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE

DESIGN BY: TK
 DRAWN BY: CLF
 CHECKED BY: TK
 SCALE:

DATE: 02/28/2019
 JOB NUMBER: 18115AC

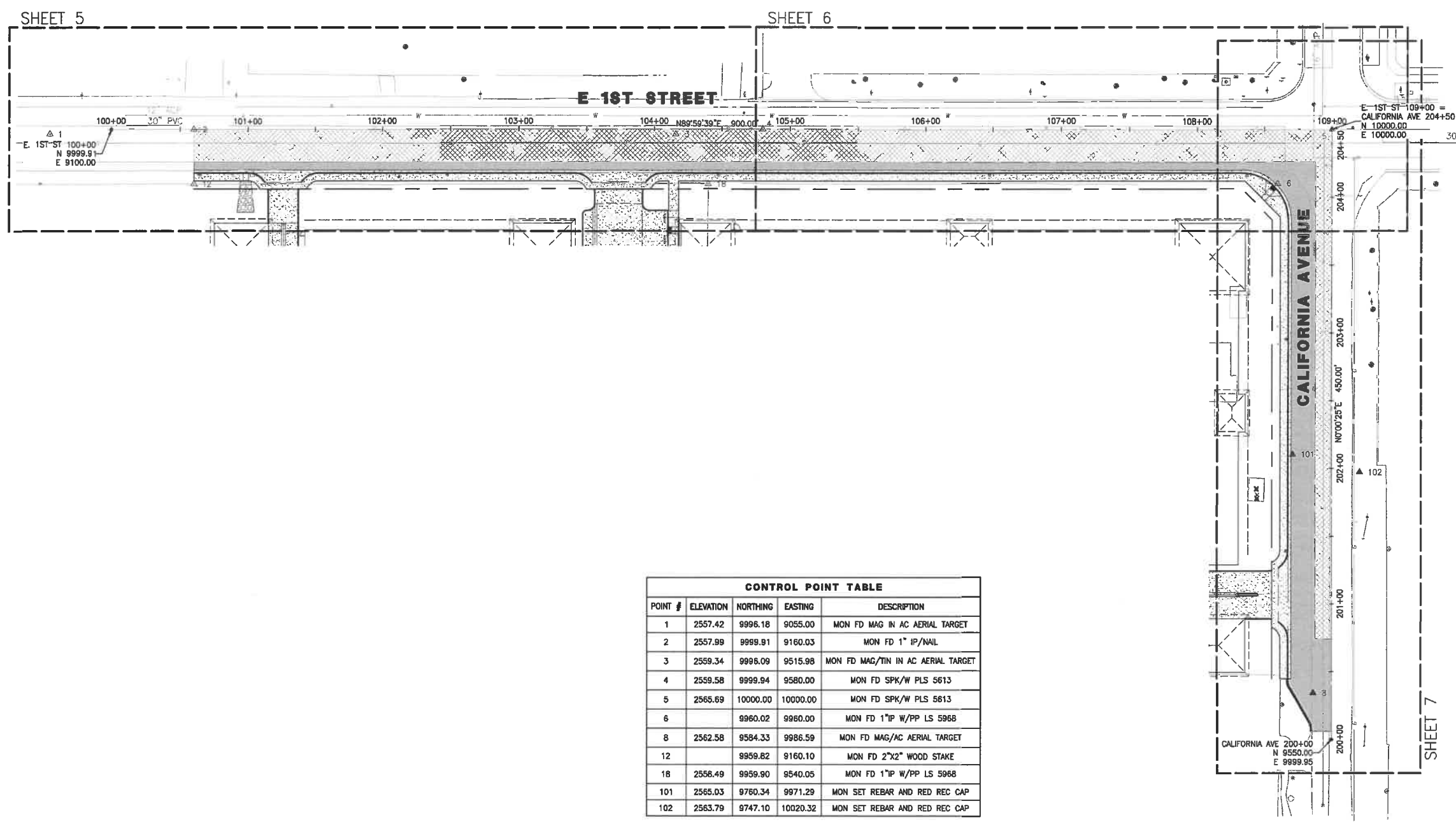
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 Approved By: *[Signature]* Date: 05/01/20

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

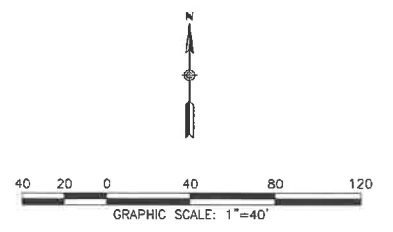
CITY OF BEAUMONT, CALIFORNIA
 IMPROVEMENT PLANS FOR:
 BEAUMONT RV &
 SELF STORAGE

5605, No. 88
 Beaumont, CA 92223
 TEL: (951) 719-4529 FAX: (951) 719-4524

SHEET 3
 OF 13 SHEETS
 FILE NO:



CONTROL POINT TABLE				
POINT #	ELEVATION	NORTHING	EASTING	DESCRIPTION
1	2557.42	9996.18	9055.00	MON FD MAG IN AC AERIAL TARGET
2	2557.99	9999.91	9160.03	MON FD 1" IP/WAIL
3	2559.34	9996.09	9515.98	MON FD MAG/TIN IN AC AERIAL TARGET
4	2559.58	9999.94	9580.00	MON FD SPK/W PLS 5613
5	2565.69	10000.00	10000.00	MON FD SPK/W PLS 5613
6		9960.02	9960.00	MON FD 1"IP W/PP LS 5968
8	2562.58	9584.33	9986.59	MON FD MAG/AC AERIAL TARGET
12		9959.82	9160.10	MON FD 2"x2" WOOD STAKE
18	2558.49	9959.90	9540.05	MON FD 1"IP W/PP LS 5968
101	2565.03	9760.34	9971.29	MON SET REBAR AND RED REC CAP
102	2563.79	9747.10	10020.32	MON SET REBAR AND RED REC CAP



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BENCHMARK:
 THIS MARK IS LOCATED AT BEAUMONT, ABOUT 70 YARDS NORTHEAST OF THE NORTHEAST CORNER OF THE SOUTHERN PACIFIC CO. RAILROAD STATION, ABOUT 170 YARDS NORTHWESTERLY OF CALIFORNIA STREET, ON THE SOUTHERLY SIDE OF THE NEW U.S. HIGHWAY 90, 70' 89' BEING CONSTRUCTED THROUGH BEAUMONT, 21 FEET NORTHERLY OF THE CENTERLINE OF THE NEW FOURTH STREET, 2 FEET SOUTHEASTERLY FROM THE WESTERLY END OF THE WALL, 2.7 FEET BELOW THE TOP OF THE WALL, 2 INCHES ABOVE THE CURB, AND SET IN THE TOP OF A CONCRETE POST.
ELEV. 2573.72, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
	△			
ENGINEER		REVISIONS	CITY	

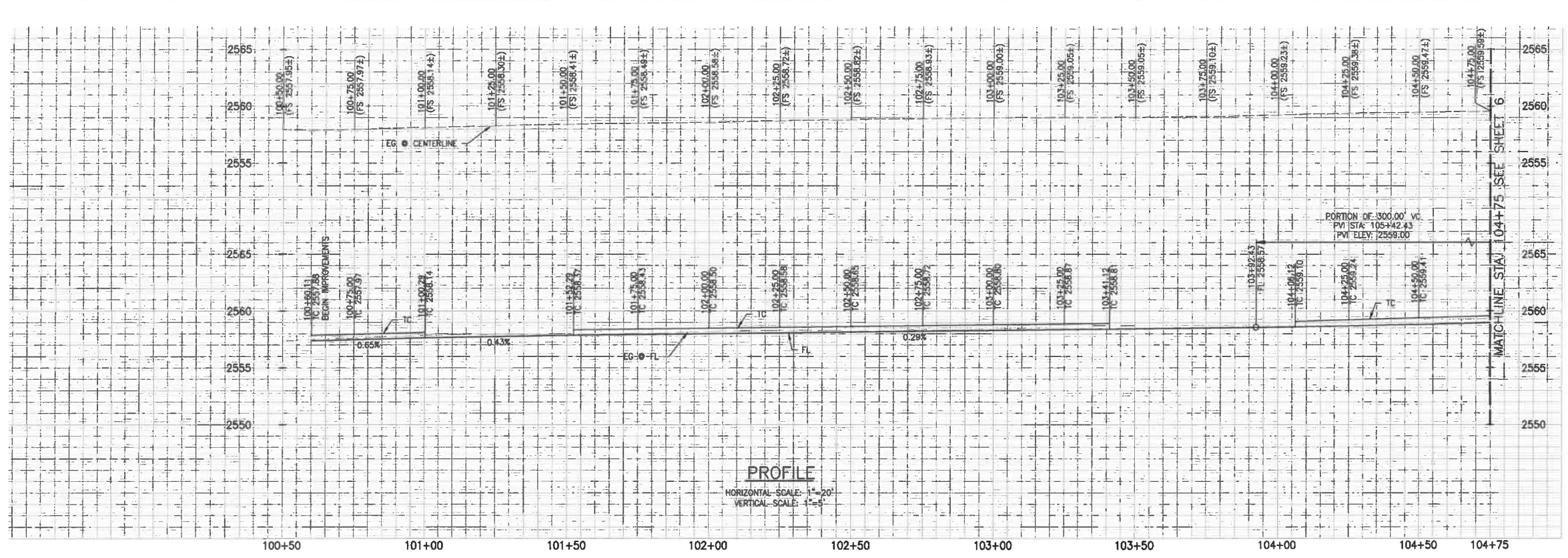
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 CHECKED BY: TK
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 JOB NUMBER: 18115AC



Reviewed By: *[Signature]* Date: 4/24/2020
 Approved By: *[Signature]* Date: 05/01/20
 CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

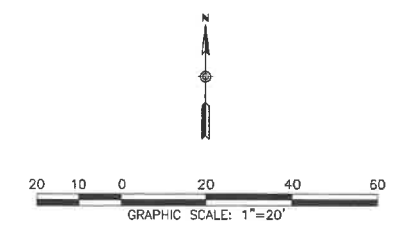
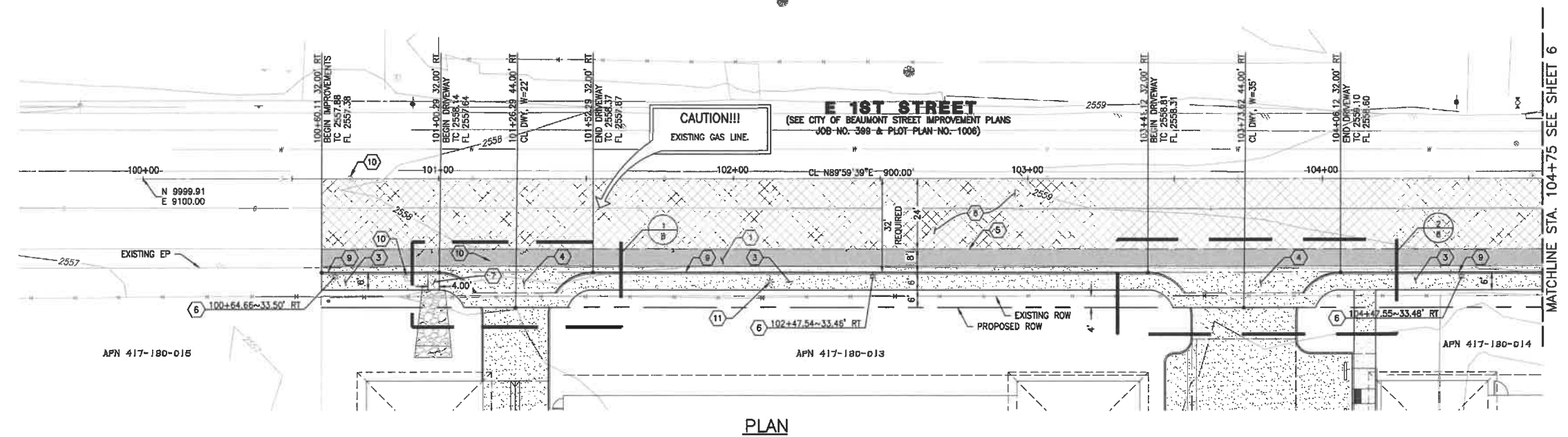
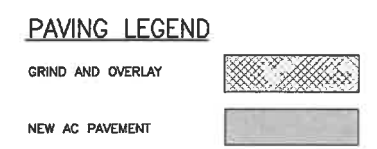
CITY OF BEAUMONT, CALIFORNIA
 IMPROVEMENT PLANS FOR:
 BEAUMONT RV &
 SELF STORAGE
 CONTROL PLAN & KEY MAP

SHEET 4
 OF 13 SHEETS
 FILE NO:



- CONSTRUCTION NOTES:**
- 1 CONSTRUCT 5.5" A.C. OVER 10.5" A.B.
 - 2 CURB RAMP PER CALTRANS STANDARD PLAN ABBA.
 - 3 SIDEWALK PER COUNTY OF RIVERSIDE STANDARD NO. 401.
 - 4 COMMERCIAL DRIVEWAY PER COUNTY OF RIVERSIDE STANDARD NO. 207A.
 - 5 SAWCUT EXISTING ASPHALT AT COMPETENT SECTION.
 - 6 STREET LIGHT PER COUNTY OF RIVERSIDE STANDARD NO. 1000. SEE APPROVED STREETLIGHT PLANS.
 - 7 MODIFIED FLAT OUTLET DRAINAGE STRUCTURE PER COUNTY OF RIVERSIDE STANDARD DETAIL NO. 303. MODIFY STRUCTURE TO BE INLET DRAINAGE STRUCTURE (4" MINIMUM WIDTH) WITH SLOPE AT 1" PER FOOT AWAY FROM STREET AND TOWARD ONSITE RIPRAP AND DRAINAGE INLET.
 - 8 GRIND AND OVERLAY 2" ON EXISTING ASPHALT
 - 9 CONSTRUCT 6" CURB AND GUTTER PER RIVERSIDE STD. NO 201
 - 10 ADJUST EXISTING UTILITY TO GRADE
 - 11 REMOVE EXISTING LIGHT POLE

- GENERAL NOTES:**
1. REFER TO ARCHITECTURAL PLANS FOR BUILDING INFORMATION AND OTHER DETAILS NOT SHOWN.
 2. REFER TO ONSITE IMPROVEMENT PLANS FOR IMPROVEMENTS BEYOND LIMITS OF RIGHT OF WAY SHOWN.



DIGALERT
 Call 2 Working Days Before You Dig!
 811

BENCHMARK	
ELEV. 0000.00, NGVD 29	

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

RICK
 1160 MARSH STREET - SUITE 150
 SAN LUIS OBISPO, CA 93401
 805.544.0702
 (FAX) 805.544.2052

Thomas E. Martin 64222 3/6/19
 ENGINEER OF WORK
 R.C.E. DATE

REGISTERED PROFESSIONAL ENGINEER
 THOMAS E. MARTIN
 No. 64222
 CIVIL
 STATE OF CALIFORNIA

DESIGN BY: TK
 DRAWN BY: CLF
 CHECKED BY: TK
 SCALE: 1" = 20'
 DATE: 02/28/2019
 JOB NUMBER: 18115AC

BEAUMONT

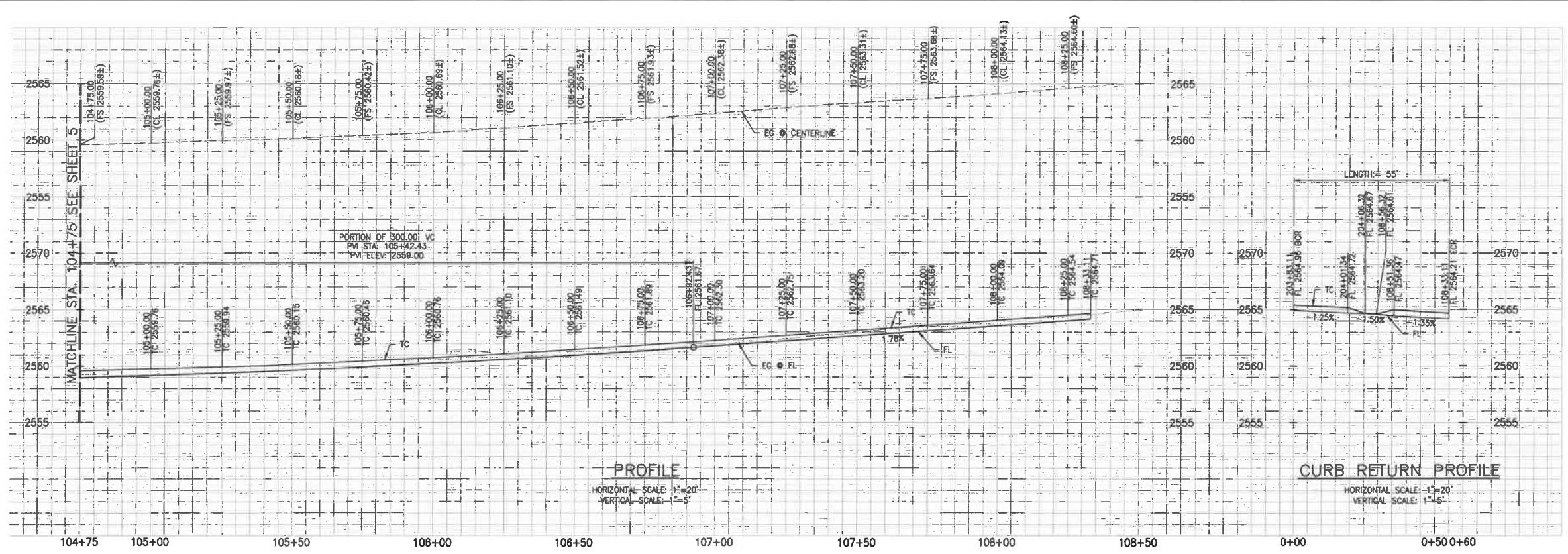
Reviewed By: *[Signature]* Date: 4/24/2020
 Approved By: *[Signature]* Date: 05/01/20

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
 IMPROVEMENT PLANS FOR:
 BEAUMONT RV &
 SELF STORAGE

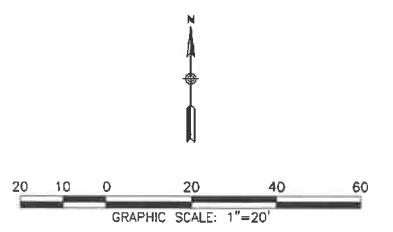
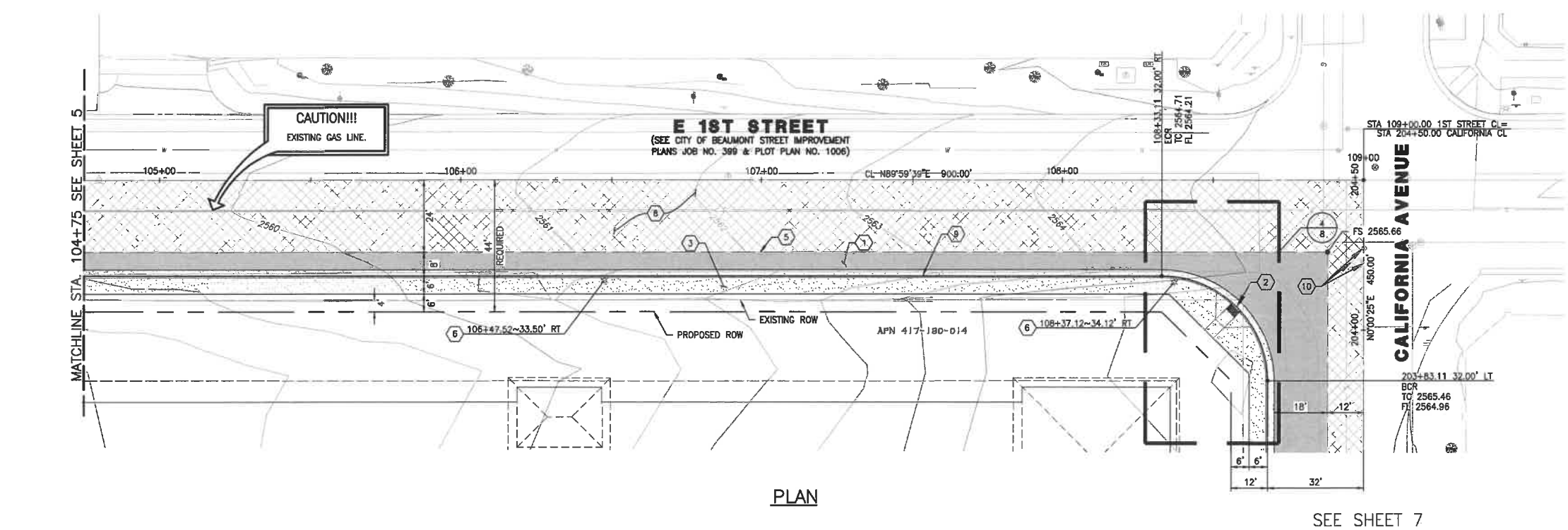
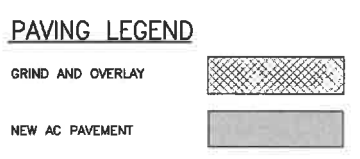
STREET IMPROVEMENT PLANS

SHEET 5
 OF 13 SHEETS
 FILE NO:



- CONSTRUCTION NOTES:**
- 1 CONSTRUCT 5.5" A.C. OVER 10.5" A.B.
 - 2 CURB RAMP PER CALTRANS STANDARD PLAN ABBA.
 - 3 SIDEWALK PER COUNTY OF RIVERSIDE STANDARD NO. 401.
 - 4 COMMERCIAL DRIVEWAY PER COUNTY OF RIVERSIDE STANDARD NO. 207A.
 - 5 SAWCUT EXISTING ASPHALT AT COMPETENT SECTION.
 - 6 STREET LIGHT PER COUNTY OF RIVERSIDE STANDARD NO. 1000. SEE APPROVED STREETLIGHT PLANS.
 - 7 MODIFIED FLAT OUTLET DRAINAGE STRUCTURE PER COUNTY OF RIVERSIDE STANDARD DETAIL NO. 303. MODIFY STRUCTURE TO BE INLET DRAINAGE STRUCTURE (4' MINIMUM WIDTH) WITH SLOPE AT 1" PER FOOT AWAY FROM STREET AND TOWARD ONSITE RIPRAP AND DRAINAGE INLET.
 - 8 GRIND AND OVERLAY 2" ON EXISTING ASPHALT
 - 9 CONSTRUCT 6" CURB AND GUTTER PER RIVERSIDE STD. NO 201
 - 10 ADJUST EXISTING UTILITY TO GRADE

- GENERAL NOTES:**
1. REFER TO ARCHITECTURAL PLANS FOR BUILDING INFORMATION AND OTHER DETAILS NOT SHOWN.
 2. REFER TO ONSITE IMPROVEMENT PLANS FOR IMPROVEMENTS BEYOND LIMITS OF RIGHT OF WAY SHOWN.



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BENCHMARK:

ELEV. 0000.00, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

RICK
1160 MARSH STREET - SUITE 130
SAN LUIS CRISPO, CA 95401
805.544.0707
(FAX) 805.544.2052

Thomas E. Martin
64222 3/6/19
ENGINEER OF WORK
R.C.E. DATE

DESIGN BY: TK
DRAWN BY: CLF
CHECKED BY: TK
SCALE: 1" = 20'
DATE: 02/26/2019
JOB NUMBER: 18115AC

REGISTERED PROFESSIONAL ENGINEER
THOMAS E. MARTIN
No. 64222
CIVIL
STATE OF CALIFORNIA

BEAUMONT

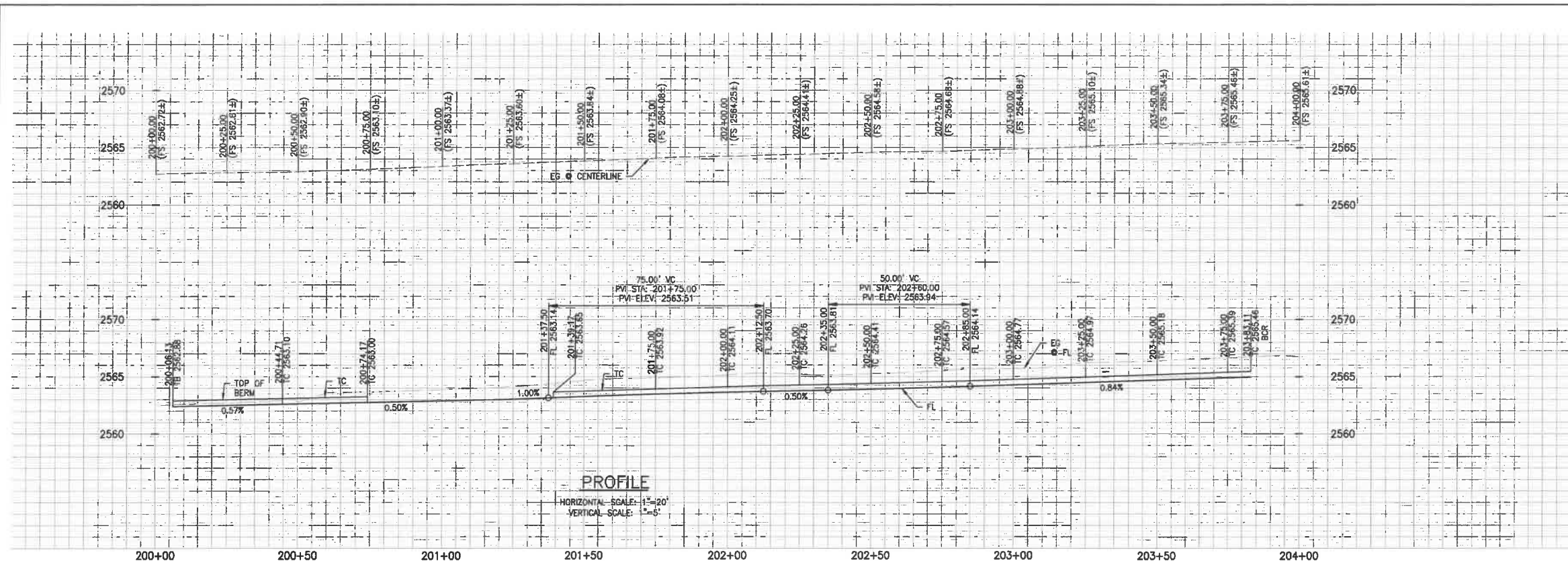
Reviewed By: *[Signature]* Date: 4/24/2020
Date: 4/24/2020
Approved By: *[Signature]* Date: 05/01/20

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
IMPROVEMENT PLANS FOR:
BEAUMONT RV & SELF STORAGE

STREET IMPROVEMENT PLANS

SHEET
6
OF 13 SHEETS
FILE NO:



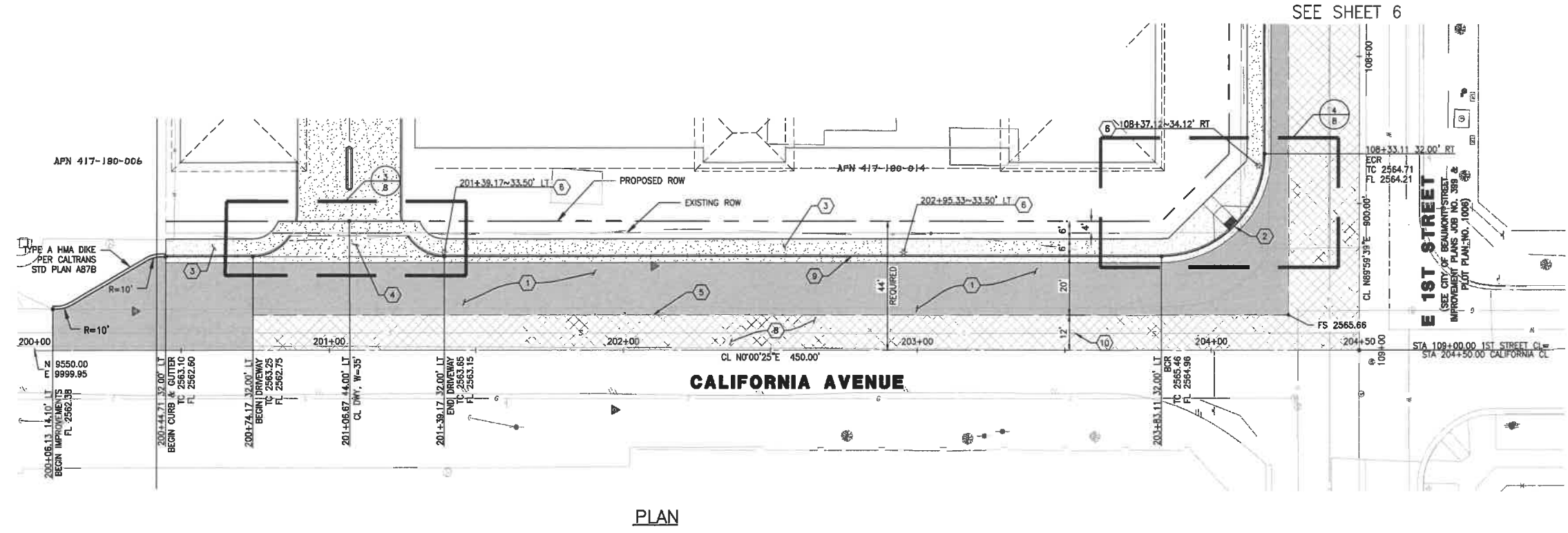
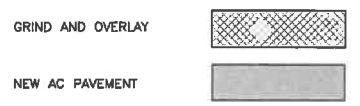
CONSTRUCTION NOTES:

- 1) CONSTRUCT 5.5" A.C. OVER 10.5" A.B.
- 2) CURB RAMP PER CALTRANS STANDARD PLAN AB8A.
- 3) SIDEWALK PER COUNTY OF RIVERSIDE STANDARD NO. 401.
- 4) COMMERCIAL DRIVEWAY PER COUNTY OF RIVERSIDE STANDARD NO. 207A.
- 5) SAWCUT EXISTING ASPHALT AT COMPETENT SECTION.
- 6) STREET LIGHT PER COUNTY OF RIVERSIDE STANDARD NO. 1000. SEE APPROVED STREETLIGHT PLANS.
- 7) MODIFIED FLAT OUTLET DRAINAGE STRUCTURE PER COUNTY OF RIVERSIDE STANDARD DETAIL NO. 303. MODIFY STRUCTURE TO BE INLET DRAINAGE STRUCTURE (4" MINIMUM WIDTH) WITH SLOPE AT 1/8" PER FOOT AWAY FROM STREET AND TOWARD ONSITE RIPRAP AND DRAINAGE INLET.
- 8) GRIND AND OVERLAY 2" ON EXISTING ASPHALT
- 9) CONSTRUCT 6" CURB AND GUTTER PER RIVERSIDE STD. NO 201
- 10) ADJUST EXISTING UTILITY TO GRADE
- 11) REMOVE EXISTING LIGHT POLE

GENERAL NOTES:

1. REFER TO ARCHITECTURAL PLANS FOR BUILDING INFORMATION AND OTHER DETAILS NOT SHOWN.
2. REFER TO ONSITE IMPROVEMENT PLANS FOR IMPROVEMENTS BEYOND LIMITS OF RIGHT OF WAY SHOWN.

PAVING LEGEND



SEE SHEET 6

CALIFORNIA AVENUE

PLAN

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BENCHMARK:

ELEV. 0000.00, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

RICK ENGINEERING COMPANY
1160 MARSH STREET - SUITE 150
SAN JUAN CRISPO, CA 93401
805.544.0707 (FAX) 805.544.2052

Thomas E. Martin
64222 3/6/19
ENGINEER OF WORK
R.C.E.

REGISTERED PROFESSIONAL ENGINEER
THOMAS E. MARTIN
No. 64222
CIVIL
STATE OF CALIFORNIA

DESIGN BY: TK
DRAWN BY: CLF
CHECKED BY: TK
SCALE: 1" = 20'
DATE: 02/26/2019
JOB NUMBER: 18115AC

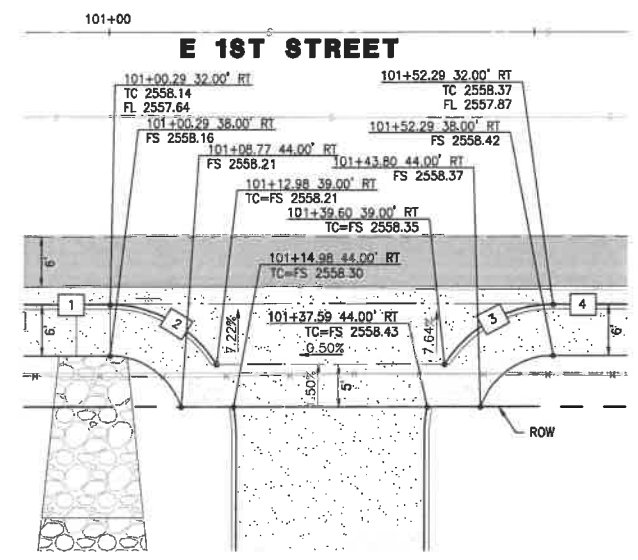
BEAUMONT

Reviewed By: *[Signature]* Date: 4/24/2020
Date: 4/24/2020
Approved By: *[Signature]* Date: 05/01/20
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

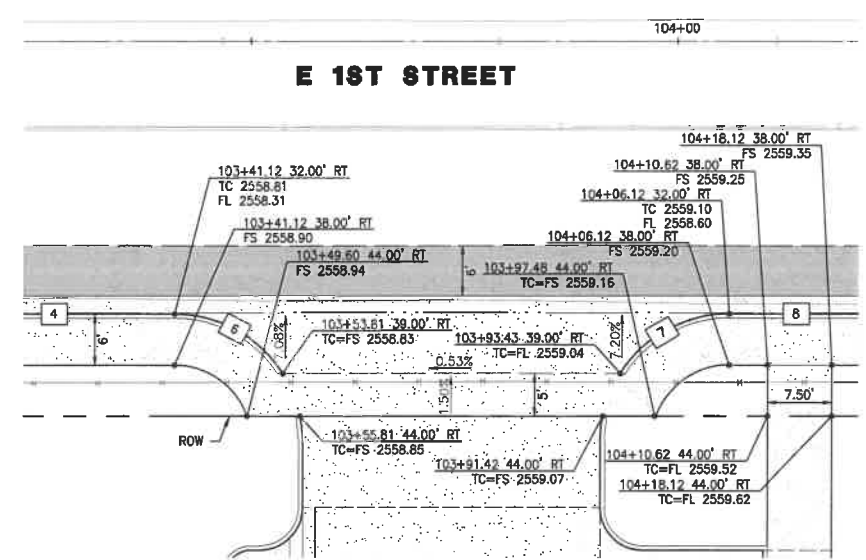
CITY OF BEAUMONT, CALIFORNIA
IMPROVEMENT PLANS FOR:
BEAUMONT RV & SELF STORAGE

STREET IMPROVEMENT PLANS

SHEET 7
OF 13 SHEETS
FILE NO:



1 EMERGENCY ENTRANCE
SCALE 1"=10'
STA 101+26.29 CL DWY, W=22'



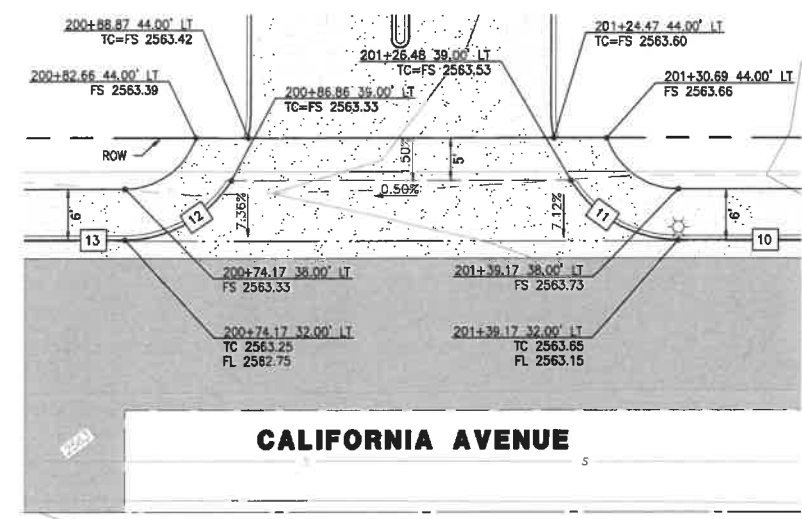
2 NORTH DRIVEWAY
SCALE 1"=10'
STA 103+73.62 CL DWY, W=35'

LINE #/CURVE #	LENGTH	BEARING/DELTA	RADIUS
1	40.18	S89°59'39"W	
2	15.12	057°46'09"	15.00'
3	15.12	057°46'09"	15.00'
4	188.83	N89°59'39"E	
6	15.12	057°46'09"	15.00'
7	15.12	057°46'09"	15.00'
8	426.99	N89°59'39"E	
9	54.79	090°00'46"	34.88'
10	243.94	S0°00'25"W	
11	15.12	057°46'09"	15.00'
12	15.12	057°46'09"	15.00'
13	29.46	S0°00'25"W	
14	5.00	S45°00'02"W	
15	5.00	S45°00'02"W	
16	8.78	N1°52'14"E	
17	8.78	N88°07'49"E	
18	7.92	S45°00'02"W	
19	7.92	S45°00'02"W	

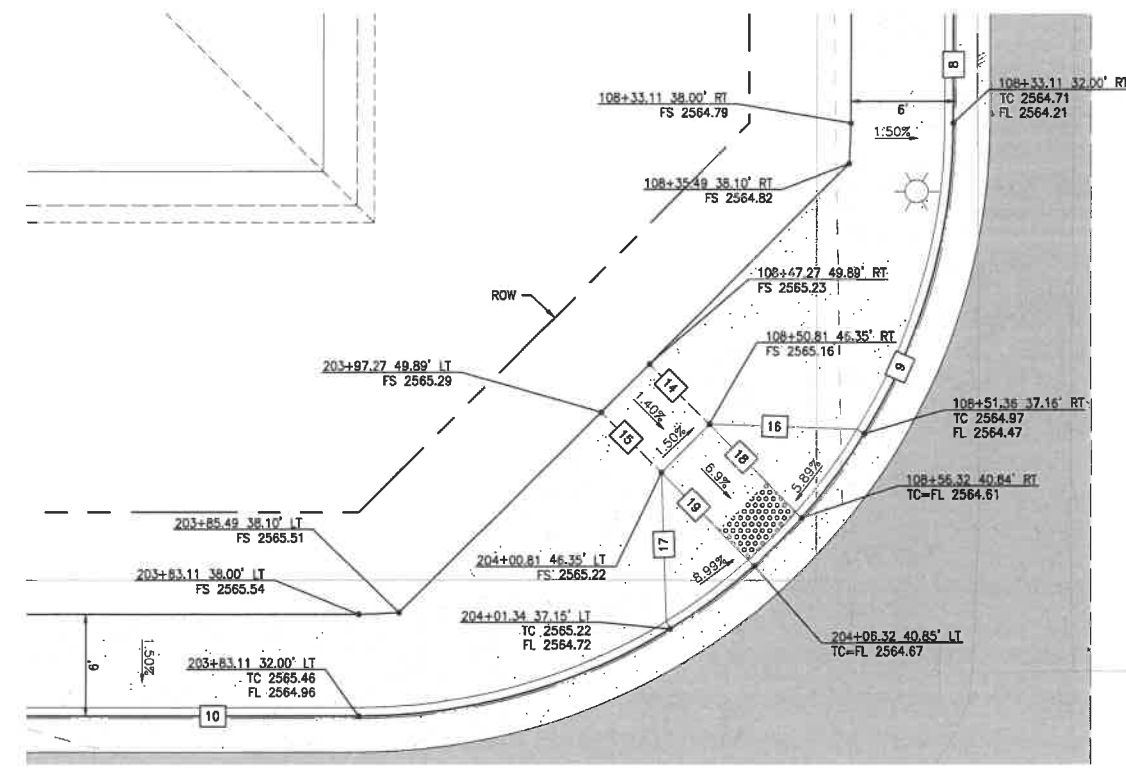
GENERAL NOTES:

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- REFER TO ONSITE IMPROVEMENT PLANS FOR IMPROVEMENTS BEYOND LIMITS OF RIGHT OF WAY SHOWN.

PAVING LEGEND

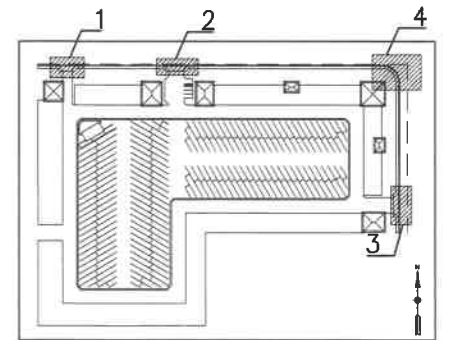


3 EAST ENTRANCE
SCALE 1"=10'
STA 201+06.67 CL DWY, W=35'



4 NORTHEAST CURB RAMP
SCALE 1"=5'

E 1ST STREET



KEY MAP
NTS

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BENCHMARK:	
ELEV. 0000.00, NGVD 29	

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

RICK
1160 MARSH STREET - SUITE 150
SAN LUIS OBISPO, CA 93401
805.544.0707 (FAX) 805.544.2052

Thomas E. Martin 64222 3/6/19
ENGINEER OF WORK R.C.E. DATE

REGISTERED PROFESSIONAL ENGINEER
THOMAS E. MARTIN
No. 64222
CIVIL
STATE OF CALIFORNIA

DESIGN BY: TK
DRAWN BY: CLF
CHECKED BY: TK
SCALE: VARIES
DATE: 02/28/2019
JOB NUMBER: 18115AC

BEAUMONT

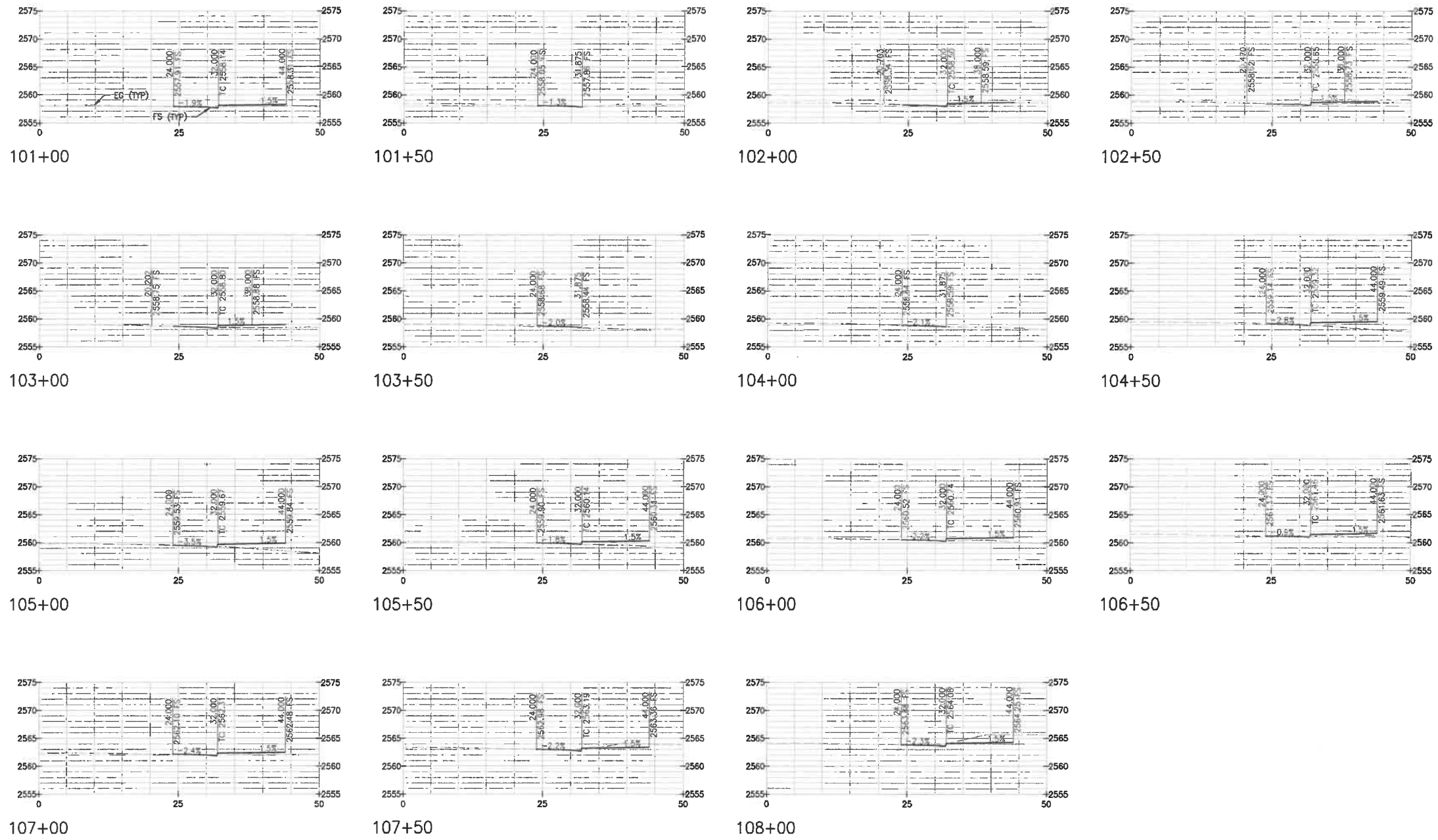
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Approved By: *[Signature]* Date: 05/01/20

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
IMPROVEMENT PLANS FOR:
BEAUMONT RV & SELF STORAGE

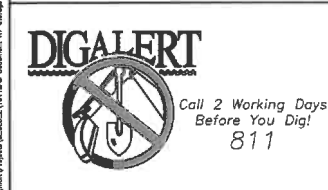
STREET IMPROVEMENT PLANS

SHEET
8
OF 13 SHEETS
FILE NO:



E 1ST STREET SECTIONS
 HORIZONTAL SCALE: 1"=10'
 VERTICAL SCALE: 1"=10'

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BENCHMARK:
 THIS MARK IS LOCATED AT BEAUMONT, ABOUT 70 YARDS NORTHEAST OF THE NORTHEAST CORNER OF THE SOUTHERN PACIFIC CO. RAILROAD STATION, ABOUT 170 YARDS NORTHWESTERLY OF CALIFORNIA STREET, ON THE SOUTHERLY SIDE OF THE NEW U.S. HIGHWAY 90, 70.88 BEING CONSTRUCTED THROUGH BEAUMONT, 21 FEET NORTHERLY OF THE CENTERLINE OF THE NEW FOURTH STREET, 2 FEET SOUTHEASTERLY FROM THE WESTERLY END OF THE WALL, 2.7 FEET BELOW THE TOP OF THE WALL, 2 INCHES ABOVE THE CURB, AND SET IN THE TOP OF A CONCRETE POST.
ELEV. 2573.72, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER	REVISIONS			

RICK REGISTERED COMPANY
 1160 MARSH STREET - SUITE 150
 5411 LUIS OBISPO, CA 95401
 805.544.0707
 (FAX) 805.544.2052

Thomas E. Martin 64222 3/6/19
 ENGINEER OF WORK R.C.E. DATE

REGISTERED PROFESSIONAL ENGINEER
 THOMAS E. MARTIN
 No. 64222
 CIVIL
 STATE OF CALIFORNIA

DESIGN BY: TK
 DRAWN BY: CLF
 CHECKED BY: TK
 SCALE:
 DATE: 02/28/2019
 JOB NUMBER: 18115AC



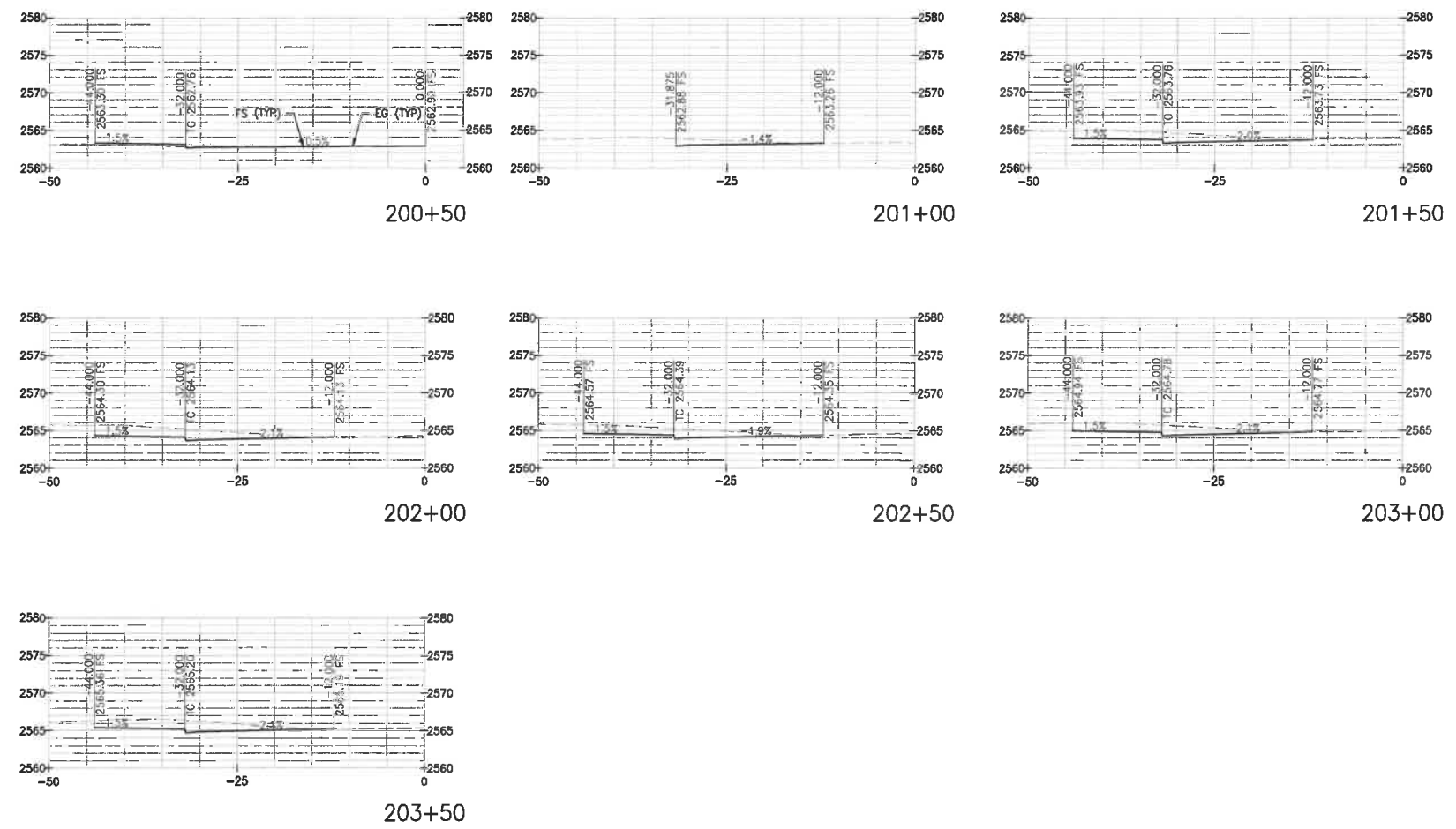
Reviewed By: *[Signature]* Staff Engineer Date: 4/24/2020
 Approved By: *[Signature]* Director of Public Works Date: 05/01/20

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
 IMPROVEMENT PLANS FOR:
 BEAUMONT RV &
 SELF STORAGE

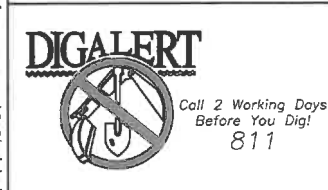
SECTIONS - 1ST STREET

SHEET
 9
 OF 13 SHEETS
 FILE NO:



CALIFORNIA AVENUE SECTIONS
 HORIZONTAL SCALE: 1"=10'
 VERTICAL SCALE: 1"=10'

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BENCHMARK:
 THIS MARK IS LOCATED AT BEAUMONT, ABOUT 70 YARDS NORTHEAST OF THE NORTHEAST CORNER OF THE SOUTHERN PACIFIC CO. RAILROAD STATION, ABOUT 170 YARDS NORTHWESTERLY OF CALIFORNIA STREET, ON THE SOUTHERLY SIDE OF THE NEW U.S. HIGHWAY 90, 70, 90 BEING CONSTRUCTED THROUGH BEAUMONT, 21 FEET NORTHERLY OF THE CENTERLINE OF THE NEW FOURTH STREET, 2 FEET SOUTHEASTERLY FROM THE WESTERLY END OF THE WALL, 2.7 FEET BELOW THE TOP OF THE WALL, 2 INCHES ABOVE THE CURB, AND SET IN THE TOP OF A CONCRETE POST.
ELEV. 2573.72, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

RICK 1160 MARSH STREET - SUITE 150
 SAN LUIS OBISPO, CA 93401
 805.544.0707
 (FAX) 805.544.2052

Thomas E. Martin 64222 3/6/19
 ENGINEER OF WORK DATE
 R.C.E.

DESIGN BY: TK
 DRAWN BY: CLF
 CHECKED BY: TK
 SCALE:
 DATE: 02/28/2019
 JOB NUMBER: 18115AC



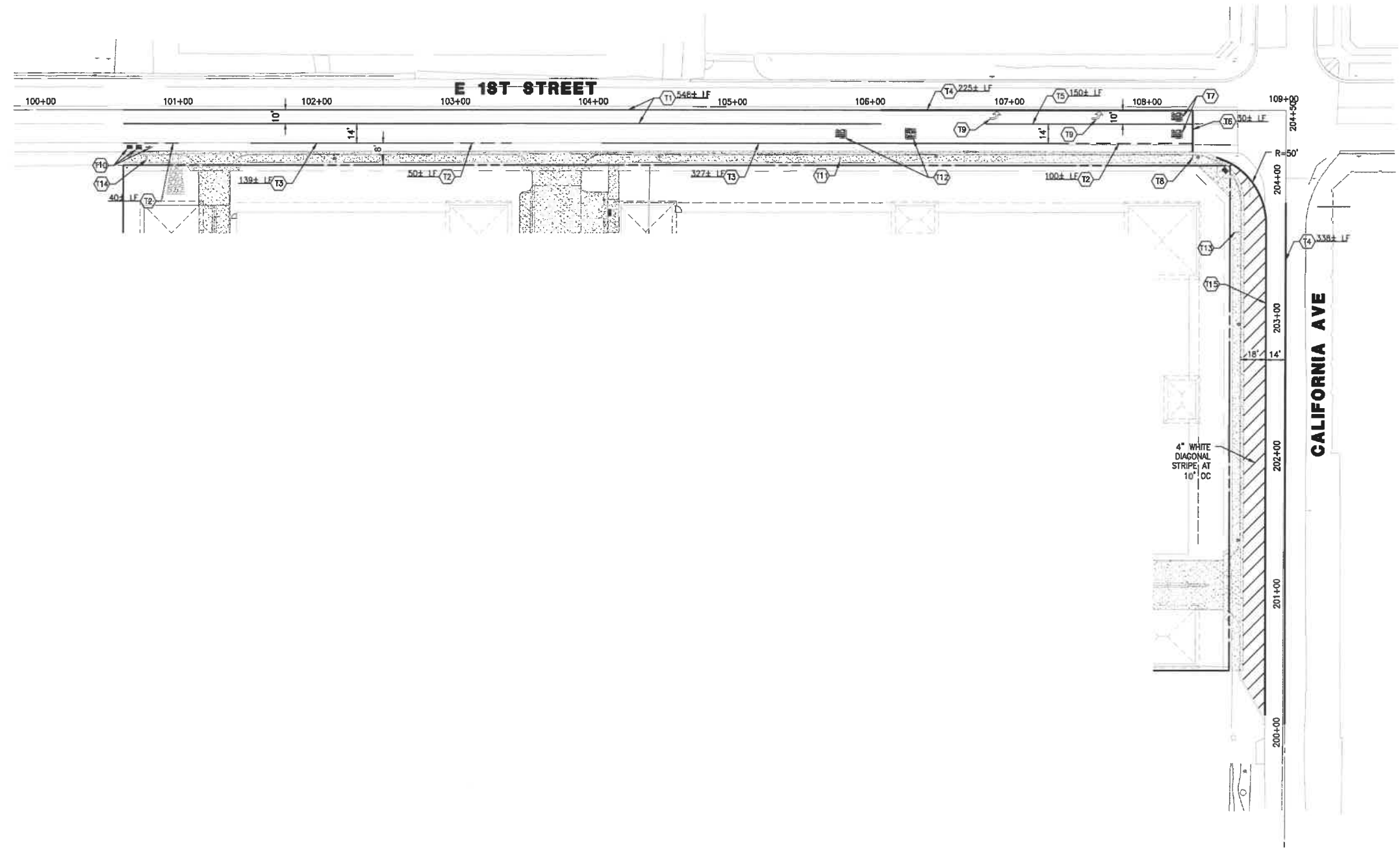
Reviewed By: *[Signature]* Staff Engineer Date: 4/24/2020
 Approved By: *[Signature]* Director of Public Works Date: 05/01/20

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
 IMPROVEMENT PLANS FOR:
 BEAUMONT RV &
 SELF STORAGE

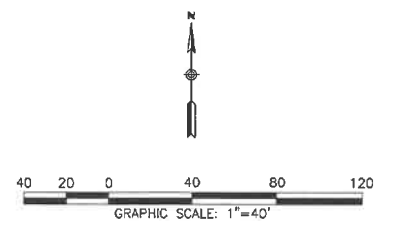
SECTIONS - CALIFORNIA AVE

SHEET
 10
 OF 13 SHEETS
 FILE NO:



STRIPING & SIGNAGE NOTES

- (T1) DETAIL 32 PER CALTRANS STANDARD PLAN A20A
- (T2) DETAIL 39A PER CALTRANS STANDARD PLAN A20D
- (T3) DETAIL 39 PER CALTRANS STANDARD PLAN A20D
- (T4) DETAIL 22 PER CALTRANS STANDARD PLAN A20A
- (T5) DETAIL 38A PER CALTRANS STANDARD PLAN A20D
- (T6) STOP LIMIT LINE PER CALTRANS RSP A24E
- (T7) STOP MARKING PER CALTRANS STANDARD PLAN A24D
- (T8) RELOCATE EXISTING STOP SIGN
- (T9) TYPE IV (L) ARROW PER CALTRANS STANDARD PLAN A24A
- (T10) BIKE LANE ARROW PER CALTRANS RSP A24A AND BIKE LANE MARKING PER CALTRANS STANDARD PLAN A24D
- (T11) RELOCATE EXISTING STOP AHEAD AND TRUCK ROUTE SIGNS
- (T12) "STOP" AND "AHEAD" MARKINGS PER CALTRANS STANDARD PLAN A24D
- (T13) BIKE LANE SIGN PER CA MUTCD RB1 (CA)
- (T14) NO STOPPING ANY TIME SIGN PER CA MUTCD R26A (CA) WITH BIKE LANE SIGN PER CA MUTCD RB1 (CA)
- (T15) DETAIL 27B PER CALTRANS STANDARD PLAN A20B



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BENCHMARK:
THIS MARK IS LOCATED AT BEAUMONT, ABOUT 70 YARDS NORTHEAST OF THE NORTHEAST CORNER OF THE SOUTHERN PACIFIC CO. RAILROAD STATION, ABOUT 170 YARDS NORTHWESTERLY OF CALIFORNIA STREET, ON THE SOUTHERLY SIDE OF THE NEW U.S. HIGHWAY 90, 70, 90 BEING CONSTRUCTED THROUGH BEAUMONT, 21 FEET NORTHERLY OF THE CENTERLINE OF THE NEW FOURTH STREET, 2 FEET SOUTHEASTERLY FROM THE WESTERLY END OF THE WALL, 2.7 FEET BELOW THE TOP OF THE WALL, 2 INCHES ABOVE THE CURB, AND SET IN THE TOP OF A CONCRETE POST.
ELEV. 2573.72, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

RICK 1160 MARSH STREET - SUITE 150
SAN LUIS OBISPO, CA 95401
805.544.0707 (FAX) 805.544.2052

Thomas E. Martin 64222 3/6/19
ENGINEER OF WORK R.C.E. DATE



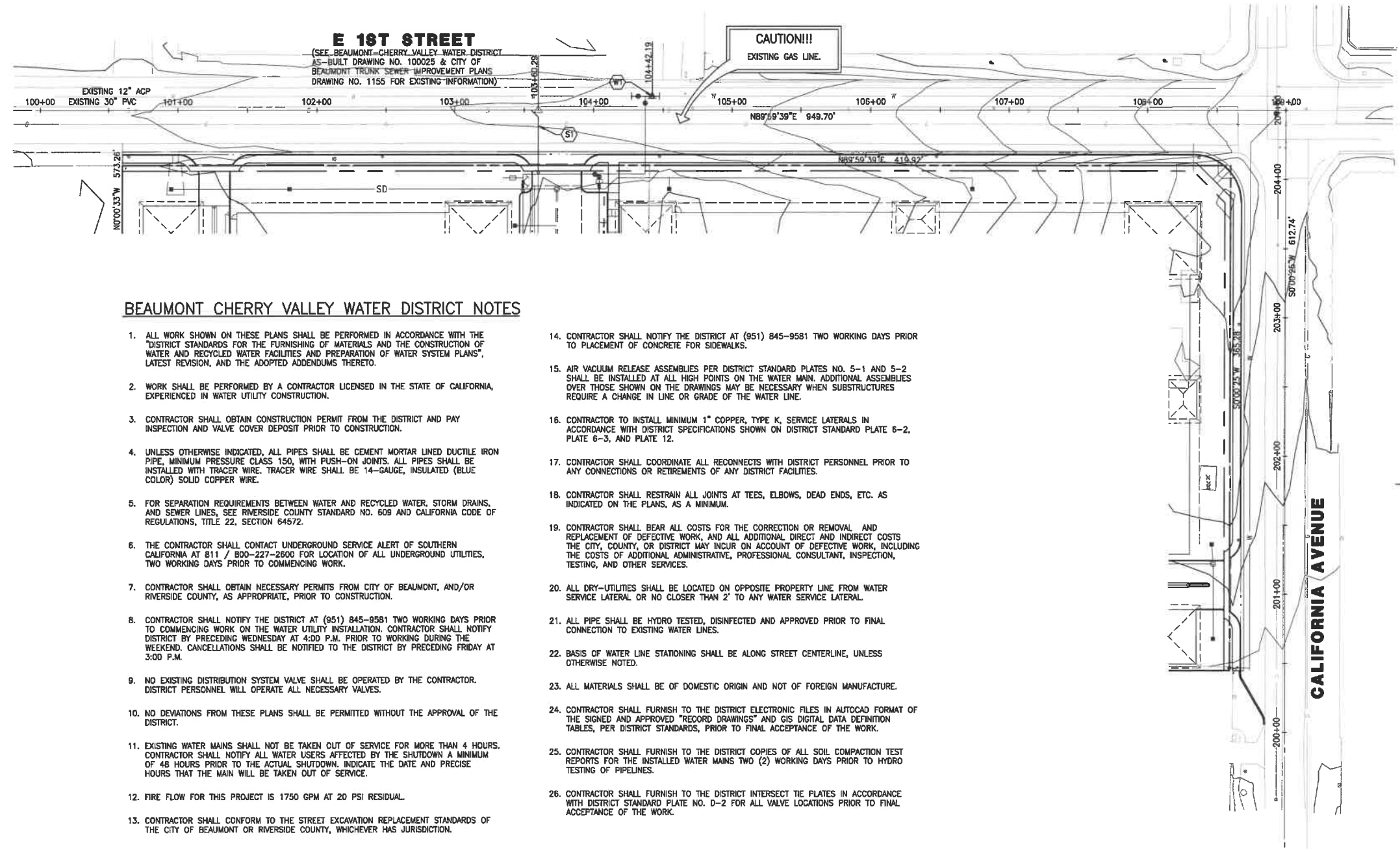
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CHECKED BY: TK
SCALE: 1" = 40'
DATE: 02/28/2019
JOB NUMBER: 18115AC



Reviewed By: *[Signature]* Date: 4/24/2020
Approved By: *[Signature]* Date: 05/01/20
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
IMPROVEMENT PLANS FOR:
BEAUMONT RV & SELF STORAGE
SIGNING & STRIPING PLAN

SHEET 11 OF 13 SHEETS
FILE NO:



WATER NOTES

(WT) WATER SERVICE CONNECTION TO CITY MAIN. SEE DETAIL 1 ON THIS SHEET.

SEWER NOTES

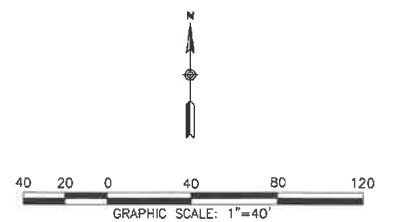
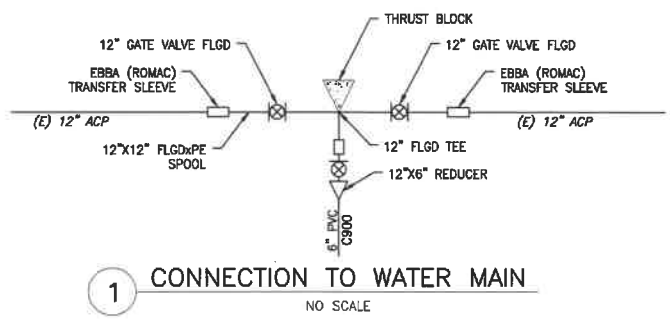
(S1) SEWER WYE CONNECTION TO EXISTING PUBLIC SEWER MAIN PER EASTERN MUNICIPAL WATER DISTRICT STANDARD SB-176 AND SB-177

GENERAL NOTES

1. UTILITY TRENCHES SHALL COMPLY WITH SERVICE TRENCH DETAIL PER BEAUMONT CHERRY VALLEY WATER DISTRICT STANDARDS, PLATE 6-2. SEWER TRENCHES AND BEDDING SHALL COMPLY WITH EASTERN MUNICIPAL WATER DISTRICT STANDARDS SB-157, SB-158, AND SB-159.
2. THRUST BLOCKS SHALL BE INSTALLED AT ALL BENDS AND TEES PER BEAUMONT CHERRY VALLEY WATER DISTRICT STANDARDS, PLATE 11-1 AND 11-2.
3. ALL MECHANICAL FITTINGS TO BE RESTRAINED.
4. ALL JOINTS TO BE RESTRAINED SHALL BE WITH U.S. PIPE, "FIELD-LOK 350," MEGA LUGS (IF MECHANICAL JOINT), MCWANE, SURE STOP 350 GASKETS, OR DISTRICT APPROVED EQUAL.
5. INSTALL RESTRAINED JOINTS (TWO PIPE LENGTHS) BEFORE AND AFTER ALL TEES, CROSSES, AND ELBOWS (HORIZONTAL AND VERTICAL), AS A MINIMUM.

BEAUMONT CHERRY VALLEY WATER DISTRICT NOTES

1. ALL WORK SHOWN ON THESE PLANS SHALL BE PERFORMED IN ACCORDANCE WITH THE "DISTRICT STANDARDS FOR THE FURNISHING OF MATERIALS AND THE CONSTRUCTION OF WATER AND RECYCLED WATER FACILITIES AND PREPARATION OF WATER SYSTEM PLANS", LATEST REVISION, AND THE ADOPTED ADDENDUMS THERETO.
2. WORK SHALL BE PERFORMED BY A CONTRACTOR LICENSED IN THE STATE OF CALIFORNIA, EXPERIENCED IN WATER UTILITY CONSTRUCTION.
3. CONTRACTOR SHALL OBTAIN CONSTRUCTION PERMIT FROM THE DISTRICT AND PAY INSPECTION AND VALVE COVER DEPOSIT PRIOR TO CONSTRUCTION.
4. UNLESS OTHERWISE INDICATED, ALL PIPES SHALL BE CEMENT MORTAR LINED DUCTILE IRON PIPE, MINIMUM PRESSURE CLASS 150, WITH PUSH-ON JOINTS. ALL PIPES SHALL BE INSTALLED WITH TRACER WIRE. TRACER WIRE SHALL BE 14-GAUGE, INSULATED (BLUE COLOR) SOLID COPPER WIRE.
5. FOR SEPARATION REQUIREMENTS BETWEEN WATER AND RECYCLED WATER, STORM DRAINS, AND SEWER LINES, SEE RIVERSIDE COUNTY STANDARD NO. 508 AND CALIFORNIA CODE OF REGULATIONS, TITLE 22, SECTION 64572.
6. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA AT 811 / 800-227-2600 FOR LOCATION OF ALL UNDERGROUND UTILITIES, TWO WORKING DAYS PRIOR TO COMMENCING WORK.
7. CONTRACTOR SHALL OBTAIN NECESSARY PERMITS FROM CITY OF BEAUMONT, AND/OR RIVERSIDE COUNTY, AS APPROPRIATE, PRIOR TO CONSTRUCTION.
8. CONTRACTOR SHALL NOTIFY THE DISTRICT AT (951) 845-9581 TWO WORKING DAYS PRIOR TO COMMENCING WORK ON THE WATER UTILITY INSTALLATION. CONTRACTOR SHALL NOTIFY DISTRICT BY PRECEDING WEDNESDAY AT 4:00 P.M. PRIOR TO WORKING DURING THE WEEKEND. CANCELLATIONS SHALL BE NOTIFIED TO THE DISTRICT BY PRECEDING FRIDAY AT 3:00 P.M.
9. NO EXISTING DISTRIBUTION SYSTEM VALVE SHALL BE OPERATED BY THE CONTRACTOR. DISTRICT PERSONNEL WILL OPERATE ALL NECESSARY VALVES.
10. NO DEVIATIONS FROM THESE PLANS SHALL BE PERMITTED WITHOUT THE APPROVAL OF THE DISTRICT.
11. EXISTING WATER MAINS SHALL NOT BE TAKEN OUT OF SERVICE FOR MORE THAN 4 HOURS. CONTRACTOR SHALL NOTIFY ALL WATER USERS AFFECTED BY THE SHUTDOWN A MINIMUM OF 48 HOURS PRIOR TO THE ACTUAL SHUTDOWN. INDICATE THE DATE AND PRECISE HOURS THAT THE MAIN WILL BE TAKEN OUT OF SERVICE.
12. FIRE FLOW FOR THIS PROJECT IS 1750 GPM AT 20 PSI RESIDUAL.
13. CONTRACTOR SHALL CONFORM TO THE STREET EXCAVATION REPLACEMENT STANDARDS OF THE CITY OF BEAUMONT OR RIVERSIDE COUNTY, WHICHEVER HAS JURISDICTION.
14. CONTRACTOR SHALL NOTIFY THE DISTRICT AT (951) 845-9581 TWO WORKING DAYS PRIOR TO PLACEMENT OF CONCRETE FOR SIDEWALKS.
15. AIR VACUUM RELEASE ASSEMBLIES PER DISTRICT STANDARD PLATES NO. 5-1 AND 5-2 SHALL BE INSTALLED AT ALL HIGH POINTS ON THE WATER MAIN. ADDITIONAL ASSEMBLIES OVER THOSE SHOWN ON THE DRAWINGS MAY BE NECESSARY WHEN SUBSTRUCTURES REQUIRE A CHANGE IN LINE OR GRADE OF THE WATER LINE.
16. CONTRACTOR TO INSTALL MINIMUM 1" COPPER, TYPE K, SERVICE LATERALS IN ACCORDANCE WITH DISTRICT SPECIFICATIONS SHOWN ON DISTRICT STANDARD PLATE 6-2, PLATE 6-3, AND PLATE 12.
17. CONTRACTOR SHALL COORDINATE ALL RECONNECTS WITH DISTRICT PERSONNEL PRIOR TO ANY CONNECTIONS OR RETIREMENTS OF ANY DISTRICT FACILITIES.
18. CONTRACTOR SHALL RESTRAIN ALL JOINTS AT TEES, ELBOWS, DEAD ENDS, ETC. AS INDICATED ON THE PLANS, AS A MINIMUM.
19. CONTRACTOR SHALL BEAR ALL COSTS FOR THE CORRECTION OR REMOVAL AND REPLACEMENT OF DEFECTIVE WORK, AND ALL ADDITIONAL DIRECT AND INDIRECT COSTS THE CITY, COUNTY, OR DISTRICT MAY INCUR ON ACCOUNT OF DEFECTIVE WORK, INCLUDING THE COSTS OF ADDITIONAL ADMINISTRATIVE, PROFESSIONAL CONSULTANT, INSPECTION, TESTING, AND OTHER SERVICES.
20. ALL DRY-UTILITIES SHALL BE LOCATED ON OPPOSITE PROPERTY LINE FROM WATER SERVICE LATERAL OR NO CLOSER THAN 2' TO ANY WATER SERVICE LATERAL.
21. ALL PIPE SHALL BE HYDRO TESTED, DISINFECTED AND APPROVED PRIOR TO FINAL CONNECTION TO EXISTING WATER LINES.
22. BASIS OF WATER LINE STATIONING SHALL BE ALONG STREET CENTERLINE, UNLESS OTHERWISE NOTED.
23. ALL MATERIALS SHALL BE OF DOMESTIC ORIGIN AND NOT OF FOREIGN MANUFACTURE.
24. CONTRACTOR SHALL FURNISH TO THE DISTRICT ELECTRONIC FILES IN AUTOCAD FORMAT OF THE SIGNED AND APPROVED "RECORD DRAWINGS" AND GIS DIGITAL DATA DEFINITION TABLES, PER DISTRICT STANDARDS, PRIOR TO FINAL ACCEPTANCE OF THE WORK.
25. CONTRACTOR SHALL FURNISH TO THE DISTRICT COPIES OF ALL SOIL COMPACTION TEST REPORTS FOR THE INSTALLED WATER MAINS TWO (2) WORKING DAYS PRIOR TO HYDRO TESTING OF PIPELINES.
26. CONTRACTOR SHALL FURNISH TO THE DISTRICT INTERSECT TIE PLATES IN ACCORDANCE WITH DISTRICT STANDARD PLATE NO. D-2 FOR ALL VALVE LOCATIONS PRIOR TO FINAL ACCEPTANCE OF THE WORK.



C:\Users\pjohnson\OneDrive\Documents\181154C-001\181154C-001.dwg 2020-04-09 10:30:00 AM - 3/27/20 - 181154C-001

BENCHMARK:
 THIS MARK IS LOCATED AT BEAUMONT, ABOUT 70 YARDS NORTHEAST OF THE NORTHEAST CORNER OF THE SOUTHERN PACIFIC CO. RAILROAD STATION, ABOUT 170 YARDS NORTHWESTERLY OF CALIFORNIA STREET, ON THE SOUTHERLY SIDE OF THE NEW U.S. HIGHWAY 60, 70, 80 BEING CONSTRUCTED THROUGH BEAUMONT, 21 FEET NORTHERLY OF THE CENTERLINE OF THE NEW FOURTH STREET, 2 FEET SOUTHWESTERLY FROM THE WESTERLY END OF THE WALL, 2.7 FEET BELOW THE TOP OF THE WALL, 2 INCHES ABOVE THE CURB, AND SET IN THE TOP OF A CONCRETE POST.
ELEV. 2573.72, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

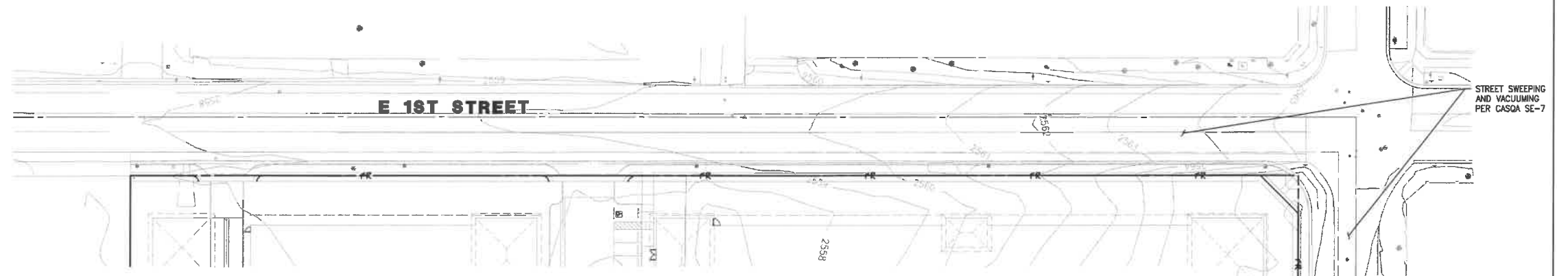
DESIGN BY: TK
 DRAWN BY: CLF
 CHECKED BY: TK
 SCALE: 1" = 40'
 DATE: 02/26/2019
 JOB NUMBER: 181154C



Reviewed By: *[Signature]* Staff Engineer Date: 4/24/2020
 Approved By: *[Signature]* Administrator Date: 05/01/20
 CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
 IMPROVEMENT PLANS FOR:
 BEAUMONT RV &
 SELF STORAGE
 WATER AND SEWER PLAN

SHEET
 12
 OF 13 SHEETS
 FILE NO:



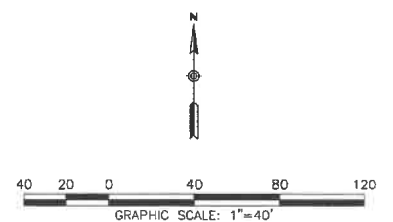
EROSION CONTROL NOTES:

- TEMPORARY EROSION CONTROL PRIOR TO COMPLETION OF FINAL IMPROVEMENTS, SHALL BE PERFORMED BY THE CONTRACTOR AS INDICATED BELOW:
1. THE EROSION CONTROL CONTRACTOR SHALL BE RESPONSIBLE FOR THIS INSPECTION AND MODIFICATION OF THE EROSION CONTROL DEVICES, DURING THE RAINY SEASON. THE CONTRACTOR, PERMITEE OR OWNER SHALL BE RESPONSIBLE FOR THE CONTINUAL MAINTENANCE OF THE EROSION CONTROL DEVICES DURING THE RAINY SEASON. IN THE EVENT OF FAILURE OR REFUSAL TO PROPERLY MAINTAIN SAID DEVICES, THE CITY ENGINEER MAY CAUSE EMERGENCY MAINTENANCE WORK TO BE DONE TO PROTECT ADJACENT PRIVATE AND PUBLIC PROPERTY, THE COST (INCLUDING AN INITIAL MOBILIZATION AMOUNT) OF WHICH SHALL BE CHARGED TO THE OWNER.
 2. TEMPORARY EROSION CONTROL DEVICES, WHICH INTERFERE WITH THE WORK, SHALL BE RELOCATED OR MODIFIED AS THE WORK PROGRESSES, AS RECOMMENDED BY THE ENGINEER OF WORK AND AS APPROVED BY THE CITY ENGINEER.
 3. ALL REMOVABLE PROTECTION DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40-PERCENT. AFTER EACH RAINSTORM EXCEEDING 1/4 INCH IN A 12-HOUR PERIOD, SILT AND DEBRIS SHALL BE REMOVED FROM CHECK DAMS AND SILT FENCING.
 4. EFFECTIVE PLANTING SHALL BE INSTALLED, FULLY GERMINATED, AND SHALL EFFECTIVELY COVER THE REQUIRED SLOPES PRIOR TO FINAL APPROVAL. THE PLANTING MIX SHALL BE APPROVED BY THE CITY. SPRINKLER SYSTEMS ARE REQUIRED ON ALL SLOPES OVER FIVE FEET IN HEIGHT.
 5. A 12-INCH HIGH BY 3-FOOT WIDE BERM SHALL BE MAINTAINED ALONG THE TOP OF THE SLOPE OF THOSE FILLS ON WHICH GRADING IS NOT IN PROGRESS. CONCENTRATED WATER SHALL BE CARRIED NOT CLOSER THAN 10- FEET FROM THE TOP OF SLOPES.
 6. A SILT BASIN, TRAP, OR GRAVEL BAGS SHALL BE PROVIDED AT EVERY STORM DRAIN INLET TO PREVENT SEDIMENT FROM ENTERING THE STORM DRAIN SYSTEM.
 7. FOR INLETS LOCATED AT SUMPS ADJACENT TO TOP OF SLOPE, THE CONTRACTOR SHALL INSURE THAT WATER DRAINING TO THE SUMPS IS DIRECTED INTO THE INLET, AND THAT A MINIMUM OF 1.00' FREEBOARD EXISTS AND IS MAINTAINED ABOVE THE TOP OF THE INLET. IF FREEBOARD IS NOT PROVIDED BY GRADING SHOWN ON THESE PLANS, THE CONTRACTOR SHALL PROVIDE IT VIA TEMPORARY MEASURES, I.E. GRAVEL BAGS OR DIKES.
 8. THE GRADING CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANUP OF SILT AND MUD ON ADJACENT STREETS DUE TO CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL SWEEP AND CLEAN THE ADJOINING PUBLIC STREETS AT THE END OF EACH WORKING DAY TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR.
 9. THE CONTRACTOR SHALL CHECK AND MAINTAIN LINED AND UNLINED DITCHES AFTER EACH RAINFALL.
 10. THE CONTRACTOR SHALL REMOVE SILT AND DEBRIS AFTER EACH RAINFALL EXCEEDING 1/4" IN A 12-HOUR PERIOD AND WHEN SILT REACHES AN ELEVATION OF 1.0' BELOW.
 11. EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. ALL NECESSARY MATERIALS SHALL BE STOCKPILED ON SITE AT CONVENIENT LOCATIONS TO FACILITATE RAPID INSTALLATION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.
 12. DEVICES SHOWN ON PLAN SHALL NOT BE MOVED OR MODIFIED WITHOUT THE APPROVAL OF THE PUBLIC WORKS INSPECTOR.
 13. THE CONTRACTOR SHALL RESTORE ALL EROSION CONTROL DEVICES TO WORKING ORDER TO THE SATISFACTION OF THE CITY ENGINEER AFTER EACH STORM EVENT PRODUCING RUN-OFF.
 14. THE CONTRACTOR SHALL INSTALL ADDITIONAL EROSION CONTROL MEASURES AS MAY BE REQUIRED BY THE CITY ENGINEER DUE TO UNCOMPLETED GRADING OPERATIONS OR UNFORESEEN CIRCUMSTANCES WHICH MAY ARISE.
 15. THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATERS CREATE A HAZARDOUS CONDITION.
 16. ALL EROSION CONTROL MEASURES PROVIDED PER THE APPROVED GRADING PLAN SHALL BE INCORPORATED HEREON.
 17. GRADED AREAS AROUND THE PROJECT PERIMETER MUST DRAIN AWAY FROM THE FACE OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
 18. EVERY EFFORT SHOULD BE MADE TO ELIMINATE THE DISCHARGE OF NON-STORMWATER FROM THE PROJECT SITE AT ALL TIMES.
 19. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON-SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
 20. STOCKPILES OF EARTH AND OTHER CONSTRUCTION RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
 21. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND ARE NOT TO CONTAMINATE THE SOIL AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
 22. EXCESS OR WASTE CONCRETE MAY NOT BE WASHED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON-SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
 23. TRASH AND CONSTRUCTION RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
 24. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
 25. ANY SLOPES WITH DISTURBED SOILS OR DENUDED OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.
 26. THIS PROJECT INVOLVES SITE DISTURBANCE OF ONE ACRE OR GREATER AND SHALL COMPLY WITH THE REQUIREMENTS OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES). THE DEVELOPER SHALL SUBMIT A NOTICE OF INTENT (NOI) TO COMPLY WITH THE GENERAL PERMIT FOR CONSTRUCTION ACTIVITY WITH THE REGIONAL WATER QUALITY CONTROL BOARD (RWQCB). THE DEVELOPER SHALL PROVIDE THE CITY WITH THE WASTE DISCHARGE IDENTIFICATION NUMBER (WDID #) OR WITH VERIFICATION THAT AN EXEMPTION HAS BEEN GRANTED BY RWQCB.
- PERSON TO CONTACT 24 HOURS A DAY IN THE EVENT THERE IS AN EROSION CONTROL/SEDIMENTATION PROBLEM (QUALIFIED SWPPP PRACTITIONER-QSP) WILL BE NAMED IN THE PROJECT SWPPP.

EROSION CONTROL LEGEND:

FIBER ROLLS PER CASQA SE-5 ———— FR

NOTE: EROSION CONTROL NOTES & DETAILS SHOWN ON THIS SHEET ARE TO PROVIDE ASSISTANCE TO THE CONTRACTOR. THE PROJECT SWPPP (STORMWATER POLLUTION PREVENTION PLAN) WILL GOVERN, AND THESE NOTES & DETAILS MAY OR MAY NOT BE APPLICABLE.



BENCHMARK:
THIS MARK IS LOCATED AT BEAUMONT, ABOUT 70 YARDS NORTHEAST OF THE NORTHEAST CORNER OF THE SOUTHERN PACIFIC CO. RAILROAD STATION, ABOUT 170 YARDS NORTHWESTERLY OF CALIFORNIA STREET, ON THE SOUTHERLY SIDE OF THE NEW U.S. HIGHWAY 50, 70, 90 BEING CONSTRUCTED THROUGH BEAUMONT, 21 FEET NORTHERLY OF THE CENTERLINE OF THE NEW FOURTH STREET, 2 FEET SOUTHEASTERLY FROM THE WESTERLY END OF THE WALL, 2.9 FEET BELOW THE TOP OF THE WALL, 2 INCHES ABOVE THE CURB, AND SET IN THE TOP OF A CONCRETE POST.
ELEV. 2573.72, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

Thomas E. Martin 64222 3/6/19
ENGINEER OF WORK R.C.E. DATE

DESIGN BY: TK
DRAWN BY: CLF
CHECKED BY: TK
SCALE: 1" = 40'
DATE: 02/26/2019
JOB NUMBER: 18115AC



Reviewed By: *[Signature]* Date: 4/24/2020
Approved By: *[Signature]* Date: 05/01/20
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CITY OF BEAUMONT, CALIFORNIA
IMPROVEMENT PLANS FOR:
BEAUMONT RV & SELF STORAGE
EROSION CONTROL PLAN

SHEET 13 OF 13 SHEETS
FILE NO:



Staff Report

TO: City Council
FROM: Nicole Wheelwright, Deputy City Clerk
DATE: June 16, 2020
SUBJECT: Resolution Calling the Next General Municipal Election to be Held in the City of Beaumont on November 3, 2020

Background and Analysis:

The next general municipal election will be held in the City of Beaumont on November 3, 2020. The purpose of the election is to elect two (2) candidates to become members of the City Council for four (4) year terms ending November 2024. The incumbents are Council Member Nancy Carroll and Council Member Julio Martinez.

This resolution requests the Riverside County Registrar of Voters to conduct such election and further states that the City shall reimburse the Riverside County Registrar of Voters for the cost of services performed.

Fiscal Impact:

The City will be invoiced for the costs of services after the election.

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont, California, Calling and Giving Notice of the Holding of a General Municipal Election to be Held in the City on Tuesday November 3, 2020, for the Election of Certain Officers of the City as Required by the Provisions of the Laws of the State of California Relating to General Law Cities and Requesting the Registrar of Voters of the County of Riverside to Conduct Said Election."

Attachments:

- A. Resolution

RESOLUTION 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON TUESDAY, NOVEMBER 3, 2020, FOR THE ELECTION OF CERTAIN OFFICERS OF THE CITY AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES AND REQUESTING THE REGISTRAR OF VOTERS OF THE COUNTY OF RIVERSIDE TO CONDUCT SAID ELECTION

Whereas, under the provisions of the laws relating to General Law Cities in the State of California, a General Municipal Election shall be held on November 3, 2020, for the election of Municipal Officers.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BEAUMONT, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That pursuant to the requirements of the laws of the State of California relating to General Law Cities within the State, there is called and ordered held in the City of Beaumont, California, on Tuesday, November 3, 2020, a General Municipal Election of the qualified electors of the City for the purpose of electing two (2) candidates to become Members of the City Council for four-year terms ending November 2024. The incumbents include Council Member Julio Martinez and Council Member Nancy Carroll.

SECTION 2: That pursuant to the provisions of Section 13307 of the Elections Code of the State of California, each candidate may prepare a candidate statement on an appropriate form provided by the City Clerk and shall require that each candidate filing a statement pay a deposit of an estimated cost provided by the Registrar of Voters. The City Clerk shall bill each candidate for any costs in excess of the deposit and shall refund any unused portion of said deposit.

SECTION 3: That pursuant to the provisions of Section 10002 of the Elections Code of the State of California, this City Council hereby requests the Registrar of Voters of the County of Riverside to conduct the General municipal election for the City of Beaumont.

SECTION 4: That the ballots to be used at the election shall be, in form and content, such as may be required by law to be used in the election.

SECTION 5: That the City Clerk of the City is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 6: That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the day when the polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 7: That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections in the City.

SECTION 8: That the notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give such further or additional notice of the election, in time, form and manner as required by law.

SECTION 9: That the City Council of said City desires the canvass of said election to be made by the Riverside County Registrar of Voters.

SECTION 10: That the Riverside County Registrar of Voters shall, on the 3rd day of November 2020, commence the canvass of the Regular General Municipal Election to be held in said City on the 3rd day of November 2020, and shall certify the results to this City Council.

SECTION 11: That said City shall reimburse the County of Riverside, Registrar of Voters for the cost of services performed relative to the conduct of the General Municipal Election, after completion of all work and upon presentation to the City of a properly detailed bill.

SECTION 12: That the City Clerk is hereby directed to forward a certified copy of this Resolution to said Riverside County Registrar of Voters.

SECTION 13: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the original Resolutions of the City of Beaumont.

PASSED, APPROVED, AND ADOPTED this 16th day of June, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Mayor

ATTEST:

Deputy City Clerk



Staff Report

TO: City Council
FROM: Todd Parton, City Manager
DATE: June 16, 2020
SUBJECT: Establishment of a Business Assistance Program (BAP) for Local Businesses that Have Experienced COVID-19 Related Losses

Background and Analysis:

City Council directed that an item be placed on an agenda to discuss the establishment of a financial support program for local businesses who have experienced losses related to the COVID-19 pandemic. The concept presented, the Business Assistance Program (BAP), is a zero-interest, two-year loan program. An outline of the BAP is attached to this memorandum.

The stated intent of the BAP is to help ensure the viability of small, locally owned businesses facing financial strain directly related to COVID-19. Funds would be used as gap financing to address basic business expenses limited to rent, mortgage, or payroll related costs.

A total of \$750,000 from the City's General Fund unobligated reserves would be allocated. It is anticipated that the deadline for awarding loans would be September 1, 2020.

Two key elements are that loans must be fully collateralized and that loan recipients would not be allowed to reduce employee rosters or significantly decrease payroll.

Some final details remain outstanding, including the following:

- Loan administration – will a loan committee be established, or will the City outsource this to a local lending institution;
- Qualifying businesses – will this loan program apply to home-based businesses or will it be restricted to brick and mortar businesses;
- Uncollectible amounts – how much of the principal loan amounts should be written off/deemed uncollectable and what collections process(es) will be used?

Fiscal Impact:

City estimates that preparation of this report cost approximately \$375.

Recommended Action:

City staff is looking for City Council direction and action and, since this is a policy-related decision, does not have a specific recommendation at this time.

Attachments:

- A. City of Beaumont – Business Assistance Program Outline

**City of Beaumont
Business Assistance Program (BAP)**

Purpose:

Help ensure the viability of small, locally owned businesses in the City of Beaumont who are facing financial strain related directly to the COVID-19 pandemic.

Objective:

Provide a 2-year, interest free loan to qualifying businesses to provide gap financing to address basic business costs limited solely to rental payments, mortgage installments, or payroll and payroll related expenses. Funds may not be applied to any other purposes like taxes or supplies/inventory.

The City of Beaumont shall not award more than \$750,000 in BAP loans by September 1, 2020.

Short-Term Loan:

Term: Two Years from the Effective Date of the Loan

Interest: No Interest Loan (if Paid in Full by the Term of the Loan),

Amount: Loans in the Following Amounts Available:

- 5 or Fewer Full Time Employees – \$5,000
- 6 to 10 Full Time Employees – \$10,000
- 11 to 15 Full Time Employees – \$15,000
- 16 to 20 Full Time Employees – \$20,000

Losses: Business Must Demonstrate that Losses Are Due Directly to the COVID-19 Pandemic and Were Experienced After March 1, 2020

Qualifications:

Location: Physical Location of the Business within the City of Beaumont is Mandatory

Business License

Required: Business Must Posses a Valid City of Beaumont Business License at the Time That Losses Were Incurred

Maximum Size: Business Shall Not Employ More than 25 Full Time Equivalentents at the Time of Application

Losses: Business Must Demonstrate that Losses Are Due Directly to the COVID-19 Pandemic and Were Experienced After March 1, 2020

Conditions:

Location: Business Must Maintain a Physical Location within the City of Beaumont Until Such Time That the Loan is Satisfied

Business License

Required: Business Must Maintain a Valid City of Beaumont Business License Until Such Time That the Loan is Satisfied

Employees: Business Shall Not Reduce its Employee Roster Until Such Time That the Loan is Satisfied

Payroll: Business Shall Not Reduce its Total Payroll by More than 10% From its Total Payroll in Effect as of the Date of the Loan Application Until Such Time That the Loan is Satisfied

Use of Funds: Rent Payments, Mortgage Payments or Payroll Related Expenses

Collateral: Business Shall Pledge Collateral Adequate to Cover the Value of the Loan and Said Collateral Must be Maintained Until Such Time That the Loan is Satisfied

City of Beaumont Shall Maintain First Lien Position on Pledged Collateral Until Such Time That the Loan is Satisfied

Penalties: An Initial 5% Penalty will be Immediately Applied to Any Outstanding, Unpaid Balances at the Term of the Loan Period

Interest Shall Accrue at a Rate of 2.5% on a Monthly Basis on Any Outstanding, Unpaid Balances Beginning After the First Full Month After the Term of the Loan Period and Will be Assessed Each Month Thereafter

Payments: Payment in Full is Required within 24 Months of the Effective Date of the Loan (This May be a Single, Lump Sum Payment at the Term of the Loan or payments made during the term of the loan)

Early Payment: No Penalty will be Assessed for Early Payments/Satisfaction of the Loan

Application Requirements:

Need: Disclosure/Description of COVID-19 Related Losses

Use of Funds: How Loan Proceeds are to be Applied Toward Qualified Expenditures

Proposed

Budget: Proposed Business Budget Anticipated During the 2-Year Term of the Loan

Profit/Loss

Information: Quarterly Profit and Loss Information for the Past 12 Quarters

Certified Payroll

Records: Monthly Payroll Records for the Past 6 Months

- Employees Listed by Job Classification
- Payroll Information for Each Employee

Lease/Mortgage

Information: Copy of Facility Lease or Loan Pertaining to the Beaumont Location

Business

License: Copy of Valid Business License

Proposed

Collateral: Verification of Collateral to Cover the Requested Loan

Credit Report: Copy of Current Credit Report

Other

Assistance: Disclosure of Other Grants or Public Assistance that Has Been Secured as Well as Any Other Outstanding Applications for Public Assistance

Good

Standing: Certification That the Business Is in Good Standing with the City of Beaumont

- No Outstanding Code Enforcement Issues
- No Delinquent Property Tax Payments
- No Delinquent Sales and Use Tax Payments
- No Delinquent Wastewater or Solid Waste Payments

Monthly Reporting:

Application of

Funds: Receipts and Other Pertinent Verification for the Actual Use of the Loan Funds

Employment: Certified Monthly Employee Records Indicating Actual Persons Employed by the Business

- Employees Listed by Position
- Position Vacancies Including Term of Vacancies and Hiring Plan

Payroll: Certified Monthly Payroll Records Indicating Actual Payroll Activity for the Business

- Payroll by Position
- Adjustment(s) to Payroll by Position

Profit/Loss

Report: Certified Monthly Profit/Loss Report Showing Revenues and Expenses and Resulting Balance Sheet



Staff Report

TO: City Council

FROM: Edgar Trenado, Information Technology Manager

DATE: June 16, 2020

SUBJECT: Award 36 Month Lease Agreement to Konica Minolta Business Solutions U.S.A, Inc. for Multifunction Copiers via Cooperative Agreement

Background and Analysis:

The City of Beaumont has 8 copiers and 1 large size plotter that were acquired via a request for proposal in 2016. The plotter lease expires in 2022 and the copier lease expires July 2020. City staff would like to align these two leases and recommends that the lease for the copiers be extended to coincide with the 2002 expiration date for the plotter. This will allow the City to then initiate a RFP in 2022 for all of the items and, hopefully, achieve better pricing.

The attached cooperative agreement with Konica Minolta will provide and consolidate cost for the copiers and co-term any leases under current contract. It will improve quality and reliability of hardware by obtaining new high-performance copiers, improve service and support with minimal downtime.

The pricing provided by Konica Minolta was secured via competitive bidding process conducted by Sourcewell, a cooperative purchasing program in which the City is a member of (Attachment A). This allows the City to take advantage of the cooperative purchasing award and competitive contract pricing providing some significant cost savings. It also locks in the pricing for the next 36 months.

KONICA	Current Monthly	Proposed Monthly
Current Monthly Copier Lease	\$1605.00	\$1,400.00
HP Pagemwide Plotter	\$557.00	\$557.00
Monthly Maintenance Expense	\$1,323.00	\$1,300.00
Current Monthly Total	\$3,485.00	\$3,257.00
Yearly Cost Total	\$41,820.00	\$39,084.00

Fiscal Impact:

The annual maintenance and lease cost, effective July 1, 2020, is already covered in the operating budget for Fiscal Year 2020-2021. The fiscal impact is approximately \$39,084 with a total savings of \$2,736 from the expiring contract. There could be additional costs should the City exceed the total copies allocated for the fiscal year as specified in the attached contract. This agreement is for 36-months which can produce a savings of over \$8,208.00 over the life span of the agreement.

Recommended Action:

Award a subscription agreement to Konica Minolta Business Solutions U.S.A, Inc. for digital multifunction copiers, and
Authorize the Mayor to execute the agreement on behalf of the City of Beaumont.

Attachments:

- A. Sourcewell agreement
- B. Proposal for digital multifunction copiers from Konica Minolta
- C. Contract

FORM E CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 083116-KON

Proposer's full legal name: Konica Minolta Business Solutions U.S.A., Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be October 19, 2016 and will expire on October 19, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

Jeremy Schwartz
NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on October 19, 2016

NJPA Contract # 083116-KON

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Konica Minolta Business Solutions U.S.A., Inc.

Authorized Signatory's Title Director Government Contracts

Kristen McKenna
VENDOR AUTHORIZED SIGNATURE

Kristen McKenna
(NAME PRINTED OR TYPED)

Executed on October 27, 2016

NJPA Contract # 083116-KON

Right Size Based on Volume and Application Sourcewell Contract

Current Model	Serial	Lease End	BW Monthly Average	Color Monthly Average	Monthly Maintenance	Proposed Models and Solutions		B&W CPC overage	Color CPC overage	Proposed Monthly Lease and Base
Bizhub C368 (Transit)	A7PU011023751	6/15/2020	2,488	4018		Bizhub C550i	New	\$0.00570	\$0.05020	
Bizhub C558 (PD)	A79K011006276	6/15/2020	2,851	2,281		Bizhub C450i	New	\$0.00650	\$0.05292	
Bizhub C658 (CityHall)	A79J011003287	6/15/2020	14,946	8,074		Bizhub C759	New	\$0.00561	\$0.07450	
Bizhub C658 (CRC)	A79J011003566	6/15/2020	2,498	2,920		Bizhub C450i	New	\$0.00650	\$0.05292	
Bizhub C754E (PD)	A2X0017008445	6/15/2020	8,830	1,303		Bizhub C550i	New	\$0.00570	\$0.05020	
Bizhub C3351	A92F011011413	9/12/2020	1,550	2,079		Bizhub C3350i	New	\$0.01310	\$0.08075	
Bizhub C3350i	A93E01100365	8/28/2021	198	193		Bizhub C3350i	Keep	\$0.01310	\$0.08075	
HP Pagewide		5/24/2022	0	0		HP Pagewide	Keep			
Bizhub C35 (CRC)	A121011013067	1/1/2014	0	0		Add to Maint				City Owned, may reuse at WWTP.
					\$ 1,323.00					

This Maintenance CPC will be locked in for 36 months.

Notes

Includes Bizhub Security Features
Buyout to Return existing fleet and return of units

Current Monthly Lease Amount:	\$1,605.00
HP Pagewide	\$557.00
Monthly Maintenance Expense:	\$1,323.00
Current Monthly Expense:	\$3,485.00

Proposed Monthly Lease Amount (36 Mo.):	\$1,400.00
HP	\$557.00
Proposed Monthly Maintenance Expense:	\$1,300.00
Proposed Monthly Expense:	\$3,257.00

Note: Tax is not included

Proposed Monthly Lease Amount (36 Mo.):	\$1,400.00
HP	\$557.00
ONE Rate Platinum Proposed Monthly Maintenance Expense:	\$1,995.00
Proposed Monthly Expense:	\$3,952.00



FIND THE RIGHT PRODUCT FOR YOUR REQUIREMENTS!





For office use only (Check one): Branch Windsor

Premier Advantage Agreement

APPLICATION NUMBER

AGREEMENT N

Item 11.

KONICA MINOLTA

This Premier Advantage Agreement ("Agreement") is written in "Plain English". The words **you** and **your**, refer to the customer (and its guarantors). The words **Lessor, we, us** and **our**, refer to **Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates.** (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME City of Beaumont			STREET ADDRESS 550 E. 6th Street	
CITY Beaumont	STATE CA	ZIP 92223	PHONE* 951 769-8520	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)
See attached group billing schedule

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or www.kmbs.konicaminolta.us.



Make/Model/Accessories (including Software Description and Supplier / Licensor if applicable) **Asset Invoice Information** **Serial Number** **Start Meter Read(s)**

See attached group billing schedule

See attached 'Schedule A' for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS	# of payments	Payment Frequency	Payment Amount (plus applicable taxes)	Advance Payment (plus applicable taxes)
36	36	<input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Monthly	\$ <u>2700.00</u>	\$ _____
Payment includes _____ B&W pages per month			Overages billed _____ at \$ _____ per B&W page	
Payment includes _____ Color pages per month			Overages billed _____ at \$ _____ per Color page	

See attached Pool Billing Schedule

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 6 (on reverse).

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

CUSTOMER ACCEPTANCE

Rey Santos	X		
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	TITLE Mayor	DATED
FEDERAL TAX I.D. #	PRINT NAME	TITLE	

CONTINUING GUARANTEE

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorney's fees incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

X		
PRINT NAME OF GUARANTOR	SIGNATURE (NO TITLES)	DATED

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.
See reverse side for additional terms and conditions

1. LEASE AGREEMENT: You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such pro- es, replacements, repairs and additions referred to as "Equipment") for business purposes only. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscrip- erty shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.

2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent rent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and pm kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, you agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 5 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

4. OWNERSHIP OF EQUIPMENT: We are the owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding Software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to, hard drives, disk drives or any other form of memory.

5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that the Customer One Guarantee is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier with respect to the Customer One Guarantee.

6. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

7. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

8. COLLATERAL PROTECTION AND INSURANCE: You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

9. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury or death caused by the Equipment. **We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.**

10. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$100.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

12. DEFAULT AND REMEDIES: If (a) you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and require that you pay, **AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY**, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-lease the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

13. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

14. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**

15. LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 12) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.

16. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) (if applicable) by a maximum of ten percent (10%) of the existing charge, or if less, the maximum amount permitted by applicable law. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under this Agreement and either purchase or return the equipment to us. Notwithstanding anything herein to the contrary, for pools designated as "One Rate" pools, escalations within the original Agreement term and Supply Freight Fees do not apply nor are meter readings required. All Agreements are subject to escalation in any renewal period.

17. COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and as per Agreement paragraph 5, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTENDED OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.



Premier Advantage Grouped Pool Billing Schedule

APPLICATION NO.

AGREEMENT **Item 11.**

KONICA MINOLTA

This Grouped Pool Billing Schedule is to be attached to and become part of the Item Description for the Agreement by and between the undersigned and **Konica Minolta Premier Finance.**

POOL NAME: BW1

Asset Location: City of Beaumont , 550 E. 6th street Beaumont CA 92223

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1. Bizhub C759			
2.			
3.			
4.			
5.			

Number of Pages Included 14000 Excess Page Charge* \$.00561

POOL NAME: COLOR1

Asset Location: City of Beaumont, 550 E 6th street Beaumont CA 92223

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1. Bizhub C759			
2.			
3.			
4.			
5.			

Number of Pages Included 8000 Excess Page Charge* \$.04750

POOL NAME: BW2

Asset Location: City of Beaumont, 550 E. 6h Street Beaumont CA 92223

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1. Bizhub C550i			
2.			
3.			
4.			

Number of Pages Included 2400 Excess Page Charge* \$.00570

POOL NAME: COLOR2

Asset Location: City of Beaumont, 550 E. 6th Street Beaumont Ca 92223

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1. Bizhub C550i			
2.			
3.			
4.			

Number of Pages Included 4000 Excess Page Charge* \$.05020

LESSOR ACCEPTANCE

Konica Minolta Premier Finance			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

CUSTOMER ACCEPTANCE

Rey Santos	X		
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	TITLE	DATED

FEDERAL TAX I.D. #	PRINT NAME	Mayor	TITLE
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Premier Advantage Grouped Pool Billing Schedule

APPLICATION NO.

AGREEMENT **Item 11.**

KONICA MINOLTA

This Grouped Pool Billing Schedule is to be attached to and become part of the Item Description for the Agreement by and between the undersigned and **Konica Minolta Premier Finance**.

POOL NAME: BW7

Asset Location: City of Beaumont , 660 Orange Ave Beaumont Ca 92223

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1. Bizhub C450i			
2.			
3.			
4.			
5.			

Number of Pages Included 2800 Excess Page Charge* \$.00650

POOL NAME: COLOR7

Asset Location: City of Beaumont, 660 Orange Ave Beaumont CA 92223

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1. Bizhub C450i			
2.			
3.			
4.			
5.			

Number of Pages Included 2050 Excess Page Charge* \$.05292

POOL NAME: BW8

Asset Location: City of Beaumont, 660 Orange Ave Beaumont CA 92223

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1. Bizhub C550i			
2.			
3.			
4.			

Number of Pages Included 8800 Excess Page Charge* \$.00570

POOL NAME: COLOR8

Asset Location: City of Beaumont, 660 Orange Ave Beaumont CA 92223

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1. Bizhub C550i			
2.			
3.			
4.			

Number of Pages Included 1300 Excess Page Charge* \$.05020

LESSOR ACCEPTANCE

Konica Minolta Premier Finance			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

CUSTOMER ACCEPTANCE

Rey Santos	X		
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	TITLE	DATED

FEDERAL TAX I.D. # _____ PRINT NAME **Mayor** TITLE



Premier Advantage Grouped Pool Billing Schedule

APPLICATION NO.

AGREEMENT **Item 11.**

KONICA MINOLTA

This Grouped Pool Billing Schedule is to be attached to and become part of the Item Description for the Agreement by and between the undersigned and **Konica Minolta Premier Finance.**

POOL NAME: BW5

Asset Location: City of Beaumont , 1310 Oak Valley Parkway Beaumont CA 92223

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1. Bizhub C450i			
2.			
3.			
4.			
5.			

Number of Pages Included 2500 Excess Page Charge* \$.00650

POOL NAME: COLOR5

Asset Location: City of Beaumont, 1310 Oak Valley Parkway Beaumont Ca 92223

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1. Bizhub C450i			
2.			
3.			
4.			
5.			

Number of Pages Included 2800 Excess Page Charge* \$.05292

POOL NAME: BW6

Asset Location: City of Beaumont, 1310 Oak Valley Parkway Beaumont CA 92223

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1. Bizhub C35		A121011013067	
2.			
3.			
4.			

Number of Pages Included 180 Excess Page Charge* \$.013010

POOL NAME: COLOR6

Asset Location: City of Beaumont, 1310 Oak Valley Parkway Beaumont CA 92223

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1. Bizhub C35		A121011013067	
2.			
3.			
4.			

Number of Pages Included 190 Excess Page Charge* \$.08075

LESSOR ACCEPTANCE

Konica Minolta Premier Finance			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

CUSTOMER ACCEPTANCE

Rey Santos	X		
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	TITLE	DATED

FEDERAL TAX I.D. # _____ PRINT NAME **Mayor** TITLE



Premier Advantage Grouped Pool Billing Schedule

APPLICATION NO.

AGREEMENT **Item 11.**

KONICA MINOLTA

This Grouped Pool Billing Schedule is to be attached to and become part of the Item Description for the Agreement by and between the undersigned and **Konica Minolta Premier Finance.**

POOL NAME: BW3

Asset Location: City of Beaumont , 550 E 6th Street Beaumont Ca 92223

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1. Bizhub C3350i		A93E01100365	
2.			
3.			
4.			
5.			

Number of Pages Included 180 Excess Page Charge* \$.01310

POOL NAME: COLOR3

Asset Location: City of Beaumont, 550 E 6th Street Beaumont CA 92223

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1. Bizhub C3350i		A93E01100365	
2.			
3.			
4.			
5.			

Number of Pages Included 190 Excess Page Charge* \$.08075

POOL NAME: BW4

Asset Location: City of Beaumont, 550 E. 6th Street Beaumont CA 92223

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1. Bizhub C3350i			
2.			
3.			
4.			

Number of Pages Included 1541 Excess Page Charge* \$.01310

POOL NAME: COLOR4

Asset Location: City of Beaumont, 550 E 6th Street

Make/Model/Accessories	Asset Invoice Information	Serial #	Starting Meter
1. Bizhub C3350i			
2.			
3.			
4.			

Number of Pages Included 2000 Excess Page Charge* \$.08075

LESSOR ACCEPTANCE

Konica Minolta Premier Finance			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

CUSTOMER ACCEPTANCE

Rey Santos	X		
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	TITLE	DATED

FEDERAL TAX I.D. # PRINT NAME TITLE

Mayor



Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE: June 16, 2020

SUBJECT: **Approve the Fourth Amendment of the Public Works Agreement for Traffic Signal and Emergency Signal Maintenance to St. Francis Electric, LLC in an Amount not to Exceed \$41,040.00 for Fiscal Year 2020/2021**

Background and Analysis:

City staff issued a request for bids in May 2016 for traffic and emergency signal maintenance services of existing traffic signals maintained by the City. On June 23, 2016, the City received two (2) proposals from qualified firms to provide the requested services. The two bids received were as follows:

St. Frances Electric, LLC:	\$41,040
Bear Electrical Solutions, Inc.	\$45,410

On August 2, 2016, the City Council approved award of a contract to St. Francis Electric, LLC (Contractor) to provide on-going maintenance and emergency services for existing traffic signals within the City in the amount of \$41,040 for Fiscal Year 2016/2017.

On August 1, 2017, the City Council renewed the contract to St. Francis Electric, LLC to provide on-going maintenance and emergency services for existing traffic signals within the City in the amount of \$41,040 for the Fiscal Year 2017/2018.

On June 5, 2018, the City Council renewed the contract to St. Francis Electric, LLC to provide on-going maintenance and emergency services for existing traffic signals within the City in the amount of \$41,040 for the Fiscal Year 2018/2019.

On June 4, 2019, the City Council renewed the contract to St. Francis Electric, LLC to provide on-going maintenance and emergency services for existing traffic signals within the City in the amount of \$41,040 for the Fiscal Year 2019/2020.

Pursuant to City of Beaumont Municipal Code 3.01.040, a maintenance contract may be approved with an initial three-year term and may be extended twice via two, one-year extensions. The contractor has completed a term of four years and may be extended for one final year. St. Frances Electric, LLC has been responsive, fair, and thorough over the past 4 years providing maintenance services. They have provided excellent customer service and been a valuable asset as an extension of services to the Public Works Department.

Staff recommends that the City Council award a final one-year extension to St. Francis Electric, LLC for traffic signal and emergency signal maintenance in an amount not to exceed \$41,040 for Fiscal Year 2020/2021.

Fiscal Impact:

The cost to prepare this staff report is approximately \$650.

Recommended Action:

Approve a one-year extension of the existing contract for traffic signal and emergency signal maintenance to Saint Frances Electric, LLC in the amount not to exceed \$41,040 for Fiscal Year 2020/2021.

Attachments:

- A. Original Contract Signed in 2016
- B. Approved First Amendment in 2017
- C. Approved Second Amendment in 2018
- D. St. Francis Electric LLC, FY 2019/2020 Proposal
- E. Third Amendment of Public Works Agreement FY 2019/2020
- F. St. Francis Electric LLC, FY 2020/2021 Proposal
- G. Fourth Amendment of Public Works Agreement FY 2020/2021

16-605
AUG 11 2016
C16-49
AUG 11 2016
Item 12.

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(ST. Francis Electric, LLC.)**

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective August 2nd 2016, by and between the City of Beaumont, a municipal corporation (“CITY”), and ST. Francis Electric, LLC (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the City of Beaumont traffic signal maintenance and emergency traffic signal repair project (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated May 20, 2016, and CONTRACTOR’s Bid in response to the Invitation, dated June 23, 2016, 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 \$41,040.00.

IV. PROGRESS PAYMENTS

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

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense,

judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

VI. PREVAILING WAGES

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 2. Section 1777.4 - Apprenticeship Requirements.
 3. Section 1777.5 - Apprenticeship Requirements.
 4. Section 1813 - Penalty for Failure to Pay Overtime.
 5. Sections 1810 and 1811 - Working Hour Restrictions.
 6. Section 1775 - Payroll Records.
 7. Section 1773.8 - Travel and Subsistence Pay.

VII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

VIII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

X. INSURANCE

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

A. **Types of Insurance**

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

1. **General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per

occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

2. **Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

3. **Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:
 - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - Pay on behalf of wording as opposed to reimbursement;
 - Concurrency of effective dates with primary policies;
 - Policies shall “follow form” to the underlying primary policies; and
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies.

4. **Workers’ compensation insurance.** CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

- 5. Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

- 6. Builder's risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full

replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

1. **Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
2. **Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
3. **Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
4. **CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.

- 5. Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.
- 6. Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 7. Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- 8. Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 9. Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 10. Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- 15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- 16. Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 17. Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XII. REGISTRATION REQUIREMENTS

A. Pursuant to Section 1771.1(a) of the Labor Code:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Andrew Amador 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.

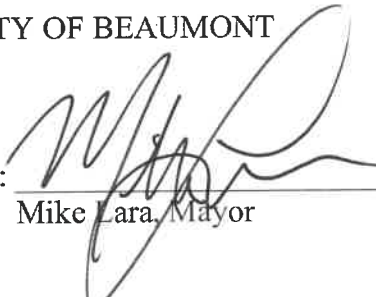
[Signatures on following page.]

SIGNATURE PAGE TO

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(ST. Francis Electric, LLC.)**

CITY:

CITY OF BEAUMONT

By: 
Mike Lara, Mayor

CONTRACTOR:

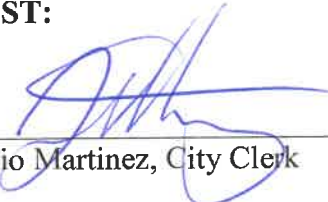
St. Francis Electric, LLC

By: 

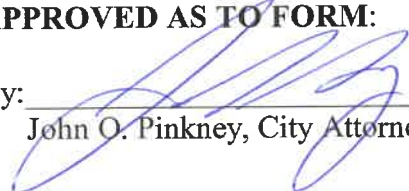
Print Name: Guy Smith

Title: Vice President

ATTEST:

By: 
Julio Martinez, City Clerk

APPROVED AS TO FORM:

By: 
John O. Pinkney, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/)
08/11/2016

Item 12.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER CA LIC 0B29370 Edgewood Partners Insurance Center (EPIC) [Concord - Branch ID 15469] P.O. Box 5668 Concord, CA 94524 Jeff Parkhurst	1-925-798-3334	CONTACT NAME: Deepa Neupane PHONE (A/C No, Ext): (925) 822 9053 E-MAIL ADDRESS: deepa.neupane@epicbrokers.com	FAX (A/C, No): (925) 609 5322
INSURED St. Francis Electric, LLC St. Francis Electric, Inc. P.O.Box 2057 San Leandro, CA 94577		INSURER(S) AFFORDING COVERAGE	
		INSURER A: NATIONAL UNION FIRE INS CO OF PITTS	NAIC # 19445
		INSURER B: ALLIED WORLD ASSUR CO US INC	19489
		INSURER C: TRAVELERS PROP CAS CO OF AMER	25674
		INSURER D: ALLIED WORLD NATL ASSUR CO	10690
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 47580963 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	GL5342018	08/01/16	04/01/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	CA4773676	08/01/16	04/01/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			03102673	08/01/16	04/01/17	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC022298334	08/01/16	04/01/17	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractor's Equipment			QT6603H568879TIL16	08/01/16	04/01/17	Scheduled Limit 3,208,660
D	Pollution			03092664	08/01/16	08/01/17	Aggregate Limit 5,000,000
C	Contractor's Equipment			QT6603H568879TIL16	08/01/16	04/01/17	Rented/Leased 400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: SFE Job #16-605, traffic signal maintenance and emergency traffic signal repair - Various Locations
Beaumont.
Additional Insured(s): City of Beaumont and its officers, officials, employees, agents and Volunteers.

CERTIFICATE HOLDER City of Beaumont Attn: Amer Jakher 550 E. 6th Street Beaumont, CA 92223 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
08/11/2016

NAME OF INSURED: St. Francis Electric, LLC
St. Francis Electric, Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Continued...

When required by written contract, additional insured status with primary coverage applies to General Liability and Automobile Liability and waiver of subrogation applies to General Liability, Automobile Liability all per attached endorsements.

When required by written contract, waiver of subrogation applies to Workers' Compensation per the attached endorsements.

When required by written contract, additional insured status applies with respects to lessors of leased equipments per attached endorsement.

POLICY NUMBER: GL5342018

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy #: GL5342018
 NAMED INSURED: St. Francis Electric, LLC

COMMERCIAL GENERAL LIABILITY
 CG 20 33 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
- The most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: CA5342018
 NAMED INSURED: St. Francis Electric, LLC

COMMERCIAL GENERAL LIABILITY
 CG 20 11 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Designation Of Premises (Part Leased To You): ANY PREMISES OR PART THEREOF LEASED TO YOU.</p>
<p>Name Of Person(s) Or Organization(s) (Additional Insured): ANY PERSON OR ORGANIZATION FROM WHOM YOU LEASE PREMISES OR WHO MANAGES PREMISES YOU OWN AND TO WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED UNDER THIS POLICY AS A RESULT OF ANY LEASE OR MANAGEMENT AGREEMENT YOU ENTER INTO WITH SUCH PARTIES.</p>
<p>Additional Premium: \$ Included</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: CA5342018

COMMERCIAL GENERAL LIABILITY
CG 20 34 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - LESSOR OF LEASED
EQUIPMENT - AUTOMATIC STATUS WHEN
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an

additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:GL 5342018
NAMED INSURED: St. Francis Electric, LLC

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Pursuant to applicable written contract or agreement you enter into.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: GL5342018

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your

policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2016 forms a part of

policy No. GL5342018 issued to St. Francis Electric, LLC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMITS OF INSURANCE (Per Project or Per Location Aggregate Limit)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only one of the following:

- [] Per Project General Aggregate Limit \$
[] Per Location General Aggregate Limit \$
[X] Per Project and Per Location General Aggregate Limit \$ 2,000,000

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. SECTION III - LIMITS OF INSURANCE is amended to include the following:

- 1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:
a. Insureds;
b. Claims made or "suits" brought; or
c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
a. Medical expenses under Coverage C;
b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
a. Damages under Coverage A; and
b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

- 6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
- 8. Subject to 2., 4., 5., 6., and/or 7. above, the Per Project Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - c. Medical Expenses under Coverage C

arising out of any single Project described above.

- 9. Subject to 2., 4., 5., 6., and/or 7. above, the Per Location Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - c. Medical expenses under Coverage C

arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.


III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

	Limits of Insurance
General Aggregate Limit	\$ 10,000,000
Each Occurrence Limit	\$ 1,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
Damage to Premises Rented to You	\$ 500,000
Medical Expense Limit	\$ 25,000
Per Project General Aggregate Limit, Per Location General Aggregate Limit or Per Project and Per Location General Aggregate Limit	\$ 2,000,000

IV. SECTION V - DEFINITIONS, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same.



 Authorized Representative or
 Countersignature (in States Where
 Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2016 forms a part of policy No. CA 477-36-76 issued to St. Francis Electric, LLC by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.

87950 (10/05)


AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2016 forms a part of

policy No. CA4773676 issued to St. Francis Electric, LLC

by National Union Fire Insurance Co. of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

ENDORSEMENT

This endorsement, effective 12:01A.M. forms a part of

policy No. CA4773676 issued to St. Francis Electric, LLC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2016 forms a part of Policy No. **WC 022-29-8334**

Issued to **St. Francis Electric, LLC**

By **National Union Fire Insurance Company of Pittsburgh, PA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2% of the total estimated workers compensation premium for this policy.

WC 04 03 61 (11/90)


AUTHORIZED REPRESENTATIVE

ENDORSEMENT

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2016 forms a part of Policy No. **WC 022-29-8334**

Issued to **St. Francis Electric, LLC**

By **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13 (4/84)


AUTHORIZED REPRESENTATIVE

BOND NUMBER: 12132491
PREMIUM: \$492.00

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, CITY OF BEAUMONT (hereinafter referred to as "City") **has awarded to ST. FRANCIS ELECTRIC, LLC,** (hereinafter referred to as the "Contractor") **an agreement for TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY TRAFFIC SIGNAL MAINTENANCE** (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 AUGUST 2, 2016, (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, ST. FRANCIS ELECTRIC, LLC the undersigned Contractor and **THE GUARANTEE COMPANY OF NORTH AMERICA USA** 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 **FORTY-ONE THOUSAND FORTY 00/100 DOLLARS, (\$41,040.00)**, 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

PERFORMANCE BOND

continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

PERFORMANCE BOND

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12TH day of AUGUST, 2016.

ST. FRANCIS ELECTRIC, LLC
CONTRACTOR/PRINCIPAL

ANDY AMADOR, VICE PRESIDENT

Name

By: 

SURETY: THE GUARANTEE COMPANY OF NORTH AMERICA USA

By: 
Attorney-In-Fact ROBERT W. BABCOCK

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) 1800 SUTTER STREET
SUITE 880
CONCORD, CA 94520

(Name and Address of Agent or Representative for service of process in California, if different from above) R.W. BABCOCK INSURANCE BROKERAGE, INC.
6600 KOLL CENTER PKWY, SUITE 150
PLEASANTON, CA 94566

(Telephone number of Surety and Agent or Representative for service of process in California) (925) 566-6040

PERFORMANCE BOND

STATE OF CALIFORNIA)
) ss.
CITY OF _____)

On this _____ day of _____, in the year 2015, 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.



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Robert W. Babcock, Mollie Whalen, Katherine Christine Babcock, James Lawrence Ronhaar, Keli Wheatley, Maxwell Newlin
R. W. Babcock Insurance Brokerage, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 12TH day of AUGUST, 2016 .

Randall Musselman, Secretary

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 Alameda)

On AUGUST 12, 2016 before me, KELI WHEATLEY, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared ROBERT W. BABCOCK,
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 *Keli Wheatley* (Seal)



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 Alameda)

On 8/15/16 before me, Teresa Renee Felder, Notary Public
(insert name and title of the officer)

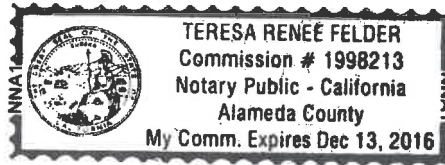
personally appeared Andy Amador, Vice President,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their 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 *Teresa Renee Felder*

(Seal)



BOND NUMBER: 12132491

PREMIUM: INCLUDED WITH PERFORMANCE BOND

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 AUGUST 2, 2016 has awarded to ST. FRANCIS ELECTRIC, LLC hereinafter designated as the "Principal," a contract for the work described as follows: TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY TRAFFIC SIGNAL MAINTENANCE _____ (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 THE GUARANTEE COMPANY OF NORTH AMERICA USA as Surety, are held and firmly bound unto the City in the penal sum of FORTY-ONE THOUSAND FORTY 00/100 Dollars (\$41,040.00) 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

PAYMENT (LABOR AND MATERIALS) BOND

released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission 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 12TH day of AUGUST 2016 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)

ST. FRANCIS ELECTRIC, LLC
Principal (Property Name of Contractor)

By 
(Signature of Contractor) ANDY AMADOR, VICE PRESIDENT

(Seal of Surety)

THE GUARANTEE COMPANY OF NORTH AMERICA USA
Surety

By 
Attorney in Fact ROBERT W. BABCOCK

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

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

PAYMENT (LABOR AND MATERIALS) BOND



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Robert W. Babcock, Mollie Whalen, Katherine Christine Babcock, James Lawrence Ronhaar, Keli Wheatley, Maxwell Newlin
R. W. Babcock Insurance Brokerage, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 12TH day of AUGUST, 2016 .

Randall Musselman, Secretary

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 Alameda)

On AUGUST 12, 2016 before me, KELI WHEATLEY, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared ROBERT W. BABCOCK,
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 *Keli Wheatley* (Seal)



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 Alameda)

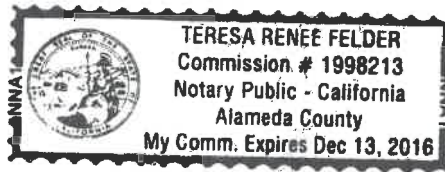
On 8/15/16 before me, Teresa Renee Felder, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(ST. FRANCIS ELECTRIC, LLC.)**

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective August 1, 2017, by and between the City of Beaumont, a municipal corporation (“CITY”), and ST. FRANCIS ELECTRIC, LLC (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the City of Beaumont Traffic Signal Maintenance and Emergency Traffic Signal Repair Project (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated May 20, 2016, and CONTRACTOR’s Bid in response to the Invitation, dated June 23, 2016, 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 \$41,040.

IV. PROGRESS PAYMENTS

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

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense,

judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

VI. PREVAILING WAGES

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
 2. Section 1777.4 - Apprenticeship Requirements.
 3. Section 1777.5 - Apprenticeship Requirements.
 4. Section 1813 - Penalty for Failure to Pay Overtime.
 5. Sections 1810 and 1811 - Working Hour Restrictions.
 6. Section 1775 - Payroll Records.
 7. Section 1773.8 - Travel and Subsistence Pay.

VII. RECORD AUDIT

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

VIII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

X. INSURANCE

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

A. Types of Insurance

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

- 1. General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per

occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

2. **Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

3. **Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:
 - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - Pay on behalf of wording as opposed to reimbursement;
 - Concurrency of effective dates with primary policies;
 - Policies shall “follow form” to the underlying primary policies; and
 - Insureds under primary policies shall also be insureds under the umbrella or excess policies.

4. **Workers’ compensation insurance.** CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

- 5. Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

- 6. Builder's risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full

replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

1. **Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
2. **Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
3. **Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
4. **CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.

5. **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.
6. **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
7. **Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
8. **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
9. **Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
10. **Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- 15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- 16. Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 17. Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. CONTRACTOR'S LICENSE

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

XII. REGISTRATION REQUIREMENTS

A. Pursuant to Section 1771.1(a) of the Labor Code:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

XIII. CORPORATION IN GOOD STANDING

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that _____ whose title is _____, is authorized to act for and bind the corporation.

XIV. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

XV. SUBSURFACE HAZARDOUS MATERIALS

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in 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
(ST. FRANCIS ELECTRIC, LLC.)**

CITY:

CITY OF BEAUMONT

By: 
Alfred Lloyd White, Mayor

CONTRACTOR:

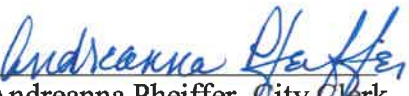
ST. FRANCIS ELECTRIC, LLC.

By: 

Print Name: Guy Smith

Title: Vice President

ATTEST:

By: 
Andreanna Pheiffer, City Clerk

APPROVED AS TO FORM:

By: 
John O. Pinkney, City Attorney

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(ST. FRANCIS ELECTRIC, LLC.)**

EXHIBIT "A"

CITY'S INVITATION FOR BIDS
DATED May 20, 2016

(Insert behind this page.)

**CITY OF BEAUMONT
NOTICE INVITING BIDS**

The City of Beaumont, Public Works Department ("City") will receive sealed bids for the **TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY TRAFFIC SIGNAL MAINTENANCE SERVICES** at the office of the Public Works Department (located at 550 E. 6th Street, Beaumont, California, 92223), no later than **June 23, 2016, 3:00 P.M., Thursday**, 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.

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 TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY TRAFFIC SIGNAL MAINTENANCE SERVICES. DO NOT OPEN WITH REGULAR MAIL.**

WORK: TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY TRAFFIC SIGNAL MAINTENANCE IN THE CITY OF BEAUMONT.

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.

Bidders may obtain a copy of the Contract Documents beginning Monday, **May 20, 2016** at the City of Beaumont website: www.ci.Beaumont.ca.us. The documents can also be reviewed at counter of City of Beaumont Public Works Department.

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.

A Non-Mandatory Pre-Bid Conference will be held at City Hall Conference Room, 550 E. 6th Street, Beaumont, CA 92223 on the following date(s) and time(s): **June 7, 2016, Tuesday at 11:00A.M.** Bids will be accepted from any bidder who did not attend the Pre-Bid Conference.

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

NOTICE INVITING BIDS

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 Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by City to ensure his performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at Public Works Department of City of Beaumont or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors. 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.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: Bidders shall possess the California Contractor's license in order to perform the Work of this Project: **Class "C-10"** 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;

Amer Jakher, Public Works Department @ (951) 769-8520, or by E-mail ajakher@ci.Beaumont.ca.us

NOTICE INVITING BIDS

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(ST. FRANCIS ELECTRIC, LLC.)**

EXHIBIT "B"

CONTRACTOR'S Bid
DATED June 23, 2016

(Insert behind this page.)

BID FORM

NAME OF BIDDER: St. Francis Electric, LLC.

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

**CITY OF BEAUMONT TRAFFIC SIGNAL MAINTENANCE AND
EMERGENCY TRAFFIC SIGNAL MAINTENANCE**

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 TOTAL BID PRICE:

\$41,040.00

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

**CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT
(ST. FRANCIS ELECTRIC, LLC.)**

EXHIBIT "C"

Project Construction Schedule

(Insert behind this page.)

BID SCHEDULE CITY OF BEAUMONT TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY TRAFFIC SIGNAL MAINTENANCE

Compensation: This is an all-inclusive, firm fixed price between the Contract and the City of Beaumont for Traffic Signal Maintenance Services and Emergency Traffic Signal Maintenance, as set forth in The Special Provisions, Scope of Work. Compensation is a firm fixed price for the first awarded term. Thereafter, price will be negotiated based on the yearly CPI Increase per the State of California Department of Labor.

TRAFFIC SIGNAL MAINTENANCE SERVICES (REGULAR SCHEDULED):

i. Preventive Maintenance Rates:

a. Monthly Scheduled Maintenance.....\$ 70.00 Per Intersection

Total Bid Amount = Ia(Total Annual Cost per year for all Traffic Signals (Intersections) (Item a x 12 months x 12 Intersections)) + Iia + Iila + Iiva.

\$ 41,040.00
Numerical value

Forty-One Thousand Forty Dollars and No Cents
Written value

Bid will be awarded based on the total annual cost for the regular scheduled maintenance of all Traffic Signals Intersection. In case of discrepancy between the written price and the numerical price, the written price shall prevail.

ii. Labor and Equipment Rates for Extra Work and Emergency Work:

a. Contractor must provide a detailed schedule of prices for all the labor and equipment used in the determination of the monthly regular scheduled maintenance per intersection. These prices will determine the compensation for the emergency and extra work performed outside the regularly scheduled maintenance.

	A	B
<i>Labor/Equipment</i>	<i>Unit price/ Salary per hour</i>	<i>Salary per hour at overtime</i>
Supervisor	\$85.00	\$114.00
Technician Lead	\$79.00	\$106.00
Technical	\$79.00	\$106.00
Journey Man	\$79.00	\$106.00
Trainee	\$60.00	\$90.00
Truck with lift	\$28.00	\$28.00
	A Total = \$410.00	B Total = \$550.00

Grand Total (A + B)= \$960.00

iii. **Materials**

a. *For bid purposes use number \$30,000*

b. *actual cost plus.....12.....percent(%) markup (Markup Cost shall not exceed 15% or as specified on this contract documents and specifications). City may require copy of used maintenance invoices.*

iv. a maintenance of signal coordination hardware & software including server \$ N/A (see special provision on page 93).

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. 1003811, Expiration Date 5/31/2017, class of license A, C-10. 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.

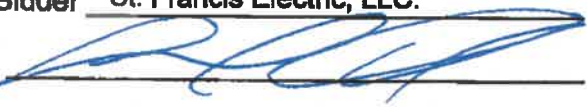
1. Addenda No. 1 thru 1
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information 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

BID SCHEDULE

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 St. Francis Electric, LLC.

Signature 

Name and Title Andrew Amador

Dated 6/23/2016

**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 St. Francis Electric, LLC.

Signature 

Name Andrew Amador

Title Vice President

Dated 6/23/16

BID BOND

The makers of this bond are, SR. FRANCIS ELECTRIC, LLC

_____, as Principal, and THE GUARANTEE COMPANY OF NORTH AMERICA USA _____, 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 JUNE 23, 20 16, for CITY OF BEAUMONT TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY TRAFFIC SIGNAL MAINTENANCE.

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 6TH day of JUNE, 2016, the name and corporate seal of each corporation.

(Corporate Seal)

ST. FRANCIS ELECTRIC, LLC
Principal
By _____
Title ANDY AMADOR, VICE PRESIDENT

(Corporate Seal)

THE GUARANTEE COMPANY OF NORTH AMERICA USA
Surety
By Keli Wheatley
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title KELI WHEATLEY ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
)
CITY OF _____)

ss.

On this _____ day of _____, in the year 2009, 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.

Please see attached

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 Alameda)

On 6/9/16 before me, Teresa Renee Felder, Notary Public
(insert name and title of the officer)

personally appeared Andy Amador, Vice President
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 *Teresa Renee Felder*

(Seal)



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 Alameda

On JUNE 6, 2016 before me, MAXWELL DAVID NEWLIN, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared KELI WHEATLEY
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 *Maxwell David Newlin* (Seal)





The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Robert W. Babcock, Mollie Whalen, Katherine Christine Babcock, James Lawrence Ronhaar, Keli Wheatley, Maxwell Newlin
R. W. Babcock Insurance Brokerage, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 6TH day of JUNE, 2016



Randall Musselman, Secretary

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 in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of the Work	Subcontractor	Location of Business	% of the Work
N/A			

DESIGNATION OF SUBCONTRACTORS

Portion of the Work	Subcontractor	Location of Business	% of the Work
N/A			

Name of Bidder St. Francis Electric, LLC.
Signature 
Name and Title Andrew Amador
Dated 6/23/16

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: St. Francis Electric, LLC.

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 1420 Citrus Street
Riverside, CA 92507

Facsimile Number (951) 274-0061 Telephone Number (951) 304-4903

4.0 How many years has Bidder's organization been in business as a Contractor? 70

5.0 How many years has Bidder's organization been in business under its present name? 70

5.1 Under what other or former names has Bidder's organization operated?: St. Francis Electric, Inc.

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: 1986

6.2 State of Incorporation: California

6.3 President's Name: Robert Spinardi

6.4 Vice-President's Name(s): Andrew Amador
Guy Smith

6.5 Secretary's Name: Guy Smith

INFORMATION REQUIRED OF BIDDERS

6.6 Treasurer's Name: Randy Krebs

7.0 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

8.0 If other than a corporation or partnership, describe organization and name principals:
N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.
N/A

10.0 What type of work does the Bidder normally perform with its own forces?
Detector Loops, underground, and electrical maintenance including traffic signal and street lights.

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:
No.

12.0 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.

INFORMATION REQUIRED OF BIDDERS

14.0 List Trade References:

Azco Supply, 2250 Stewart St. #9, Stockton, CA 95205 - Phone: (209)943-2452

Anixter, 4464 Willow Rd, Suite 101, Pleasanton, CA 94588 - Phone (925)469-8632

15.0 List Bank References (Bank and Branch Address):

Pan Pacific Bank - 47065 Warm Springs Blvd, Fremont, CA - Phone: (510)809-8814

16.0 Name of Bonding Company and Name and Address of Agent:

R.W. Babcock Insurance Brokerage, Inc.

Rob Babcock

6600 Koll Center Parkway, Suite 150, Pleasanton, CA 94566

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
City of Pleasanton - Streetlight Maintenance & Repair Services	Streetlight Maintenance of 7003 Streetlights	June 2017	\$100,000/yr	Antonio D'Onofrio (925) 918-1366
City of Burlingame - Traffic Signal Maintenance	Traffic Signal Maintenance	June 2018	\$67,000/yr	Andrew Wong (650) 658-7237
City of Los Gatos - Traffic, Streetlight & Parking Lot Maintenance	Traffic Signal, Streetlight, and Parking Lot Lights Maintenance	June 2017	\$120,000.36	Jessy Pu (408) 395-2859
City of Richmond - Traffic Signal and Streetlight On-Call Repair Services	Traffic Signal and Streetlight Maintenance	June 2018	\$150,000	Yader Bermudez (510) 774-8300
Mountain House CSD - Traffic Signal Maintenance & Repair Services	Traffic Signal Maintenance	June 2017	\$450,000	Doug Louie (209) 831-5819
City of Yuba City - Traffic Signal Maintenance	Traffic Signal Maintenance	August 2016	\$41,000/yr	Ben Moody (530) 822-4673
City of El Cerrito - Streetlight and Traffic Signal Maintenance	Streetlight and Traffic Signal Maintenance	September 2018	\$56,800	Melissa Tigbao (510) 215-4368
City of Marina - Traffic Signal Maintenance	Traffic Signal Maintenance	March 2017	Time and Material	Ed Meachum (831) 212-5338
City of San Bruno - Traffic Signal, Streetlight Repairs & Support	Traffic Signal, Streetlight Repairs & Support	December 31, 2016	\$50,000	Ted Chapman (608) 616-7169
City of Auburn - Traffic Signal Maintenance	Traffic Signal Maintenance	September 2016	\$17,520	Bernie Schroeder (530) 823-4211
City of Placer County - Traffic Signal Maintenance	Traffic Signal Maintenance	September 2016	\$106,000	Kevin Taber (530) 889-7665
Sacramento Municipal Utilities District - Streetlight Maintenance	Streetlight Maintenance	June 2018	\$4,500,000	Cheryl Brooks (916) 732-5807
City of Turlock - Traffic Signal Maintenance and Repair Services	Traffic Signal Maintenance	August 2018	\$150,000	Dawn Corbett (209) 668-5599 x4425
City of West Sacramento - Traffic Signal Maintenance	Traffic Signal Maintenance	April 2020	\$103,168	Peter Hansen (916) 524-6511
City of Daly City - Traffic Signal Maintenance	24 Hr On-Call Services	On-Going	Time and Materials	Tom Lazzarini (650) 991-8167
City of Hayward - Traffic Signal Maintenance	On-Call Services	July 2016	\$74,500	Majid Hafezleh (510) 583-4787
City of Lafayette - Traffic Signal Maintenance	24 Hr On-Call Services	On-Going	Time and Materials	Donna Feehan (925) 258-1864
City of Salinas - Traffic Signal Maintenance	On-Call Services	On-Going	Time and Materials	Jose Saucedo (831) 758-7381
City of San Leandro - Traffic Signal Maintenance	24 Hr On-Call Services	On-Going	Time and Materials	Steve Lolas (510) 577-6023
Citywide Pedestrian Countdown Heads and ADA Push Buttons	Remove existing & replace with PED Countdown LED's & ADA Push Buttons	August 2016	\$149,320.90	John Kerényi (951) 413-3199

INFORMATION REQUIRED OF BIDDERS

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
County of Sacramento	Streetlight Retrofit within the County of Sacramento	2014	\$97,850.00	Chris Conyers (916) 698-0913
Ohlone Community College District	LED Retrofit	2015	\$103,900.00	Jim Worrall (510) 659-8535
City of Napa	Traffic Signal Modification	2014	\$839,012.00	Nell Mathelson (530) 304-8536
City of Livermore	Battery Back-up & Traffic Improvements @ Various Locations	2014	\$228,805.00	Carlo Sendaydiego (925) 960-4517
City of Fremont	Traffic Engineering Consultant	2014	\$50,000/yr	Donya Amiri (510) 490-4757
Caltrans District 4	Traffic Operation Maintenance and Repair Services	2013 - 2016	\$3,000,000	Salvador Borraro (510) 377-4186

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:

Jill Petrie, SoCal Area Manager - 100%

Lance Alm - Traffic Signal Technician - 50%

Stephen Petrie - Traffic Signal / Streetlighting Technician - 50%

- 2. Summarize each person's specialized education:

Jill Petrie - 16 years extensive experience in both technical and construction related projects

Lance Alm - Work Zone & Traffic Signal Technician IMSA Level III

Stephen Petrie - Work Zone Safety & IMSA Roadway Lighting Level I

- 3. List each person's years of construction experience relevant to the project:

Jill Petrie - 15 Years

Lance Alm - 8 Years

Stephen Petrie - 3 Years

- 4. Summarize such experience:

Jill Petrie worked with over 25 agencies appurtaining to traffic signal & streetlight maintenance and response contracts including knockdowns

Lance Alm - maintained traffic signals and streetlighting at over 25 agencies within Riverside and San Bernardino Counties

Stephen Petrie - maintained traffic signal and streetlighting at over 25 agencies within Riverside and San Bernardino Counties

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:

N/A

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder St. Francis Electric, LLC.

Signature  _____

Name Andrew Amador

Title Vice President

Dated 6/23/16

NON-COLLUSION AFFIDAVIT

I, Andrew Amador, being first duly sworn, deposes and says that he is Vice President of St. Francis Electric, LLC. 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 St. Francis Electric, LLC.

Signature 

Name Andrew Amador

Title Vice President

Dated 6/23/16



ADDENDUM # 1 QUESTIONS

TRAFFIC SIGNAL MAINTENANCE AND EMERGENCY TRAFFIC SIGNAL MAINTENANCE RFP

1. Pg 1 of NIB 3rd paragraph – Does “Work: Traffic Signal Maintenance and Emergency Traffic Signal Maintenance in the City of Beaumont.” Also need to be marked on the envelope? There is no closing quotation mark indicating where to stop.
a) **Traffic Signal Maintenance and Emergency Traffic Signal Maintenance**
2. Pg 9 of Instructions to Bidders # 21. Will City be retaining 10% for monthly traffic signal maintenance invoices?
a) **No**
3. Pg 11 of Bid Form – Can you please indicate if Total Bid Price is the same as Pg 12 of Bid Schedule Total Bid Amount = ia ?
a) **Yes, it's the same as total Bid amount.**
4. Pg 12 of Bid Schedule- Number of intersections not listed to calculate Total Bid Amount. Do we use the number of intersections listed in the City of Beaumont Traffic Signal Inventory?
a) **Just use our Inventory.**
5. Pg 12 of Bid Schedule – Can you please clarify if the calculation for the Total Bid Amount is as follows: (ia x 12 months x 12 intersections) + iia (which is A + B) + iiaa (which is \$30,000) + iva (which is zero because there is no iva)
a) **Yes, Correct**
6. Pg 13 of Bid Schedule – iv “it says to see special provision on page 93 but the list of intersections starting on page 93 I1 is blank. Are there no coordinated signals?
a) **No information available at this time.**

7. Pg 72 of General Conditions is blank. Is this intentional?
a) **No, the blank page 72 will be deleted. (See New RFP)**
8. After pg 72 of General Conditions, it jumps to Special Provisions pg 85. Are pages 73 - 84 missing intentionally?
a) **No pages are missing, page numbering is not correct. (See New RFP)**
9. Special Provisions Section II - B. Personnel - The contractor shall provide one full-time Traffic Signal Maintenance Electrician. Will this technician be required to be in your City 40 hours a week, 4 -5 weeks a month? Generally the scheduled maintenance services for 12 intersections will take 1 - 2 days a month to complete depending on the amount of extraordinary maintenance. Is the technician expected to remain in your City until the following month along with any extraordinary calls received by your City?
a) **Not required to stay in the City.**
10. Also in paragraph 2 of the same section above, it is our understanding we will be charging you extraordinary rates for labor and equipment for 100% of the assigned technician is this correct?
a) **No, the city will not pay.**
11. Section III. - A - 1 - d - Can you please clarify this sentence since there is a "91" on top of it
a) **This will be corrected.**
12. Section III - A - 1 - l - 2 - It says Signal coordination maintenance shall include implementation and modification of signal timing and server maintenance, quick net pro and hardware on all the intersections listed above. (There are no intersections listed above)
a) **Tables will be deleted.**
13. Section III - B - it says, During the course of this Contract, the City may add or delete facilities to be maintained from the original list in Attachment A (There is no Attachment A in these documents)
a) **(Attachment A) is Traffic Signal Locations Table (See New RFP)**
14. How many Flashing Light warning Devices does the City own?
a) **No Information available at this time.**
15. Are the Highway Safety Lighting the Safety Lights at the intersections?
a) **Yes**

Attachments

- A. New RFP

June 2, 2016

Agenda Item No. 10

Staff Report

To: Mayor and Council Members

From: Director of Public Works / City Engineer

Date: August 1, 2017

Subject: Award of Contract for: Traffic Signal Maintenance and Emergency Signal Maintenance to St. Francis Electric LLC for the Fiscal Year 2017-18

RECEIVED
AUG 0 9 2017
BY: _____

Background and Analysis:

On August 2, 2016, the Council awarded a contract to St. Francis Electric LLC to provide on-going maintenance and emergency services for existing traffic signals maintained by the City in the amount of \$41,040 for the Fiscal Year 2016-17.

Throughout the duration of the contract, staff has been very happy with the work performed by St. Francis Electric LLC and recommends an award of contract the amount of \$41,040 to continue providing these services for the FY 2017-2018.

Fiscal Impact:

This contract is funded by account number: 100-3250-7068-0000

Finance Director Review: MT zw

Recommendation:

Approve the contract with St. Francis Electric LLC.

City Manager Review: JP

Attachments:

- A. City Standard Services Agreement

Attachment "A"
City Standard Services Agreement

**CITY OF BEAUMONT
SECOND AMENMDNMENT TO PUBLIC WORKS AGREEMENT
(ST. Francis Electric, LLC.)**

This SECOND AMENDMENT TO PUBLIC WORKS AGREEMENT (“Agreement”) is made as of the 1st day of July, 2018, by and between the City of Beaumont, a municipal corporation (“CITY”), and St. Francis Electric, LLC (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

RECITALS

This Second Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

- A. On August 2, 2016, the City entered into a Public Works Agreement (“Agreement”) with St. Francis Electric, LLC, after following an RFP process, to provide on-going maintenance and emergency services for existing traffic signals in the amount of \$41,040 for the fiscal year 2016/2017 ;
- B. Effective August 1, 2017, the Council extended the Agreement for the fiscal year 2017/2018 pursuant to a Public Works Agreement (also collectively the “Agreement” or individually the “First Amendment”).
- C. City has determined that the Agreement should be further extended for one year from July 1, 2018 through June 31, 2019.

AMENDMENT

The Agreement is amended to replace section III regarding the Contract Sum and to add a provision entitled Term, as set forth below:

THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, as amended, the sum of Forty one thousand, forty dollars and zero cents (\$41,040.00).

TERM


The term of the Agreement is hereby extended to cover the time period from July 1, 2018 until June 30, 2019 and the Time for Project Completion Section II, is extended accordingly

Any terms of the Proposal that are different from or in addition to the terms of the Agreement, as amended, shall be of no force or effect. The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

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

CITY:

CITY OF BEAUMONT

By: 
Nancy Carroll, Mayor

CONTRACTOR:


St. Francis Electric, LLC

By: 

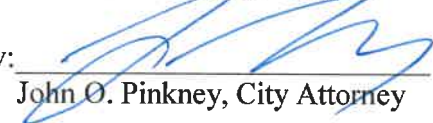
Print Name: Guy Smith

Title: Vice President

ATTEST:

By: 
Andreanna Pheiffer, City Clerk

APPROVED AS TO FORM:

By: 
John O. Pinkney, City Attorney



St. Francis Electric
1420 Citrus Street
Riverside, California 92507
(951) 203-4586
(951) 274-0061 Fax
www.SFE-INC.com

Item 12.

May 17, 2019

Mr. Jeff Hart
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Proposal for the Extension of the Traffic Signal Maintenance / On Call Services
Through the Dates of **July 1, 2019 to June 30th 2020**

Mr. Hart Public / Works Department Director

At this time we are offering to extend our Traffic Signal Maintenance & Extra Ordinary On-Call Services for the term indicated above. We will offer to continue to honor the existing rates for these services. All emergency work is to be completed on a time & material bases per contract rates, or by written and accepted proposals when requested by the City. Please feel free to contact me with any questions or concerns.

This offer shall expire 60 days from the date hereof and may be withdrawn by us at any time prior thereto with or without notice. This offer supersedes any prior offers, commitment or orders, contains all terms, conditions and warranties and when accepted, constitutes the entire contract between the parties. The resulting contract shall not be modified except by formal written amendment. This offer shall be accepted by delivery of a copy of this offer duly signed by the **City of BEAUMONT Representative**.

Respectfully,

Jill Petrie

Jill Petrie
St. Francis Electric
Riverside Office
(951) 304-4903 Office
(951) 274-0061 Fax
(951) 203-4586 Cell
jpetrie@SFE-INC.com

ACCEPTED

CITY OF BEAUMONT

BY: _____

TITLE: _____

DATE: _____

**CITY OF BEAUMONT
THIRD AMENMDNMENT TO PUBLIC WORKS AGREEMENT
(ST. Francis Electric, LLC.)**

This THIRD AMENDMENT TO PUBLIC WORKS AGREEMENT (“Agreement”) is made as of the 1st day of July, 2019, by and between the City of Beaumont, a municipal corporation (“CITY”), and St. Francis Electric, LLC (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

RECITALS

This Third Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

- A. On August 2, 2016, the City entered into a Public Works Agreement (“Agreement”) with St. Francis Electric, LLC, after following an RFP process, to provide on-going maintenance and emergency services for existing traffic signals in the amount of \$41,040 for the fiscal year 2016/2017.
- B. Effective August 1, 2017, the Council extended the Agreement for the fiscal year 2017/2018 pursuant to a Public Works Agreement (also collectively the “Agreement” or individually the “First Amendment”).
- C. Effective June 5, 2018, the Council extended the Agreement for the fiscal year 2018/2019 pursuant to a Public Works Agreement (also collectively the “Agreement” or individually the “Second Amendment”).
- D. Pursuant to City of Beaumont Municipal Code 3.01.040, a maintenance contract may extend for a three-year initial term with a maximum of two, one-year extensions. City will utilize the first extension to extend the Agreement for a period of one year beginning July 1, 2019 and ending June 30, 2020.

AMENDMENT

The Agreement is amended to replace section III regarding the Contract Sum and to add a provision entitled Term, as set forth below:

THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, as amended, the sum of forty one thousand, forty dollars and zero cents (\$41,040.00).

TERM

The term of the Agreement is hereby extended to cover the time period from July 1, 2019 until June 30, 2020 and the Time for Project Completion Section II, is extended accordingly.

Any terms of the Proposal that are different from or in addition to the terms of the Agreement, as amended, shall be of no force or effect. The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

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

CITY:

CITY OF BEAUMONT

By: _____
Julio Martinez, Mayor

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney



St. Francis Electric
1420 Citrus Street
Riverside, California 92507
(951) 203-4586
(951) 274-0061 Fax
www.SFE-INC.com

Item 12.

April 10, 2020

Mr. Kevin Norville
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Re: Proposal for the Extension of the Traffic Signal Maintenance / On Call Services
Through the Dates of **July 1, 2020 to June 30th, 2021**

Mr. Norville Public Works Manager,

At this time, we are offering to extend our Traffic Signal Maintenance & Extra Ordinary On-Call Services for the term indicated above. We will offer to continue to honor the existing rates for these services. All emergency work is to be completed on a time & material bases per contract rates, or by written and accepted proposals when requested by the City. Please feel free to contact me with any questions or concerns.

This offer shall expire 90 days from the date hereof and may be withdrawn by us at any time prior thereto with or without notice. This offer supersedes any prior offers, commitment or orders, contains all terms, conditions and warranties and when accepted, constitutes the entire contract between the parties. The resulting contract shall not be modified except by formal written amendment. This offer shall be accepted by delivery of a copy of this offer duly signed by the **City of BEAUMONT Representative**.

Respectfully,

Jill Petrie

Jill Petrie
St. Francis Electric
Riverside Office
(951) 304-4903 Office
(951) 274-0061 Fax
(951) 203-4586 Cell
jpetrie@SFE-INC.com

ACCEPTED

CITY OF BEAUMONT

BY: _____

TITLE: _____

DATE: _____

CITY OF BEAUMONT
FOURTH AMENMDNMENT TO PUBLIC WORKS AGREEMENT
(ST. Francis Electric, LLC.)

This FOURTH AMENDMENT TO PUBLIC WORKS AGREEMENT (“Agreement”) is made as of the 1st day of July, 2020, by and between the City of Beaumont, a municipal corporation (“CITY”), and St. Francis Electric, LLC (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

RECITALS

This Fourth Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

- A. On August 2, 2016, the City entered into a Public Works Agreement (“Agreement”) with St. Francis Electric, LLC, after following an RFP process, to provide on-going maintenance and emergency services for existing traffic signals in the amount of \$41,040 for the fiscal year 2016/2017.
- B. Effective August 1, 2017, the Council extended the Agreement for the fiscal year 2017/2018 pursuant to a Public Works Agreement (also collectively the “Agreement” or individually the “First Amendment”).
- C. Effective June 5, 2018, the Council extended the Agreement for the fiscal year 2018/2019 pursuant to a Public Works Agreement (also collectively the “Agreement” or individually the “Second Amendment”).
- D. Pursuant to City of Beaumont Municipal Code 3.01.040, a maintenance contract may extend for a three-year initial term with a maximum of two, one-year extensions. City will utilize the first extension to extend the Agreement for a period of one year beginning July 1, 2019 and ending June 30, 2020.
- E. Pursuant to City of Beaumont Municipal Code 3.01.040, a maintenance contract may extend for a three-year initial term with a maximum of two, one-year extensions. City will utilize the second extension to extend the Agreement for a period of one year beginning July 1, 2020 and ending June 30, 2021.

AMENDMENT

The Agreement is amended to replace section III regarding the Contract Sum and to add a provision entitled Term, as set forth below:

THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, as amended, the sum of forty-one thousand, forty dollars and zero cents (\$41,040.00).

TERM

The term of the Agreement is hereby extended to cover the time period from July 1, 2020 until June 30, 2021 and the Time for Project Completion Section II, is extended accordingly.

Any terms of the Proposal that are different from or in addition to the terms of the Agreement, as amended, shall be of no force or effect. The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

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

CITY:

CITY OF BEAUMONT

By: _____
Ray Santos, Mayor

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney



Staff Report

TO: City Council

FROM: Elizabeth Gibbs, Community Services Director

DATE: June 16, 2020

SUBJECT: **Short Range Transit Plan (SRTP) Fiscal Year 2019-2020 – Table 4
Amendment to Include Contingency Funding due to COVID-19**

Background and Analysis:

On March 19, 2020, Governor Newsom issued a state-wide executive order to individuals to stay at home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors. However, public transportation was identified as an essential service and operations, although reduced, must continue under the Governor's order to provide service to essential workers during the emergency. As a result, public transit ridership has declined rapidly systemwide and the ability to meet the mandated farebox recovery ratio of 10% is in jeopardy.

On April 8, 2020, the Riverside County Transportation Commission (RCTC) approved emergency public transit funding allocations due to the COVID-19 pandemic. Beaumont's share of the \$15,410,000 in Local Transportation Fund reserves allocated was \$154,000. Additionally, RCTC authorized the Executive Director to approve Short Range Transit Plan (SRTP) amendments related to the impacts of COVID-19.

In order to complete the SRTP amendment process, City Council must approve a revision to Table 4 (Attachment A).

Fiscal Impact:

The LTF as contingency funds is used to offset costs that would normally be used to pay for service. Without additional local funds, Beaumont will not meet the farebox requirement of 10%.

Recommended Action:

Approve a Short Range Transit Plan Amendment to Fiscal Year 2019-2020 Table 4.

Attachments:

- A. Fiscal Year 2019-2020 Table 4 - Revised

City of Beaumont
 FY 2019/2020
 Summary of Funds Requested
 Short Range Transit Plan

Table 4 - Summary of Funds Requested for FY-2019/2020

Project Description		Total Amount of Funds	LTF	STA	LCTOP	Re-Programming	Fare Box	Interest
Operating Expenses FR & Admin		\$ 1,490,730	\$ 1,404,730				\$ 86,000	
Emergency Contingency due to Covid-19 Revenue Loss		\$ 154,000	\$ 154,000					
Commuter 120 & 125 Operating & Admin		\$ 1,007,500	\$ 975,500				\$ 32,000	
FY 16/17 LCTOP Commuter 125 Operations		\$ 16,899			\$ 16,899			
DAR Operating Expenses		\$ 239,000	\$ 230,000				\$ 9,000	
Interest & Other Income		\$ 6,200						\$ 6,200
Comprehensive Operations Analysis		\$ 125,000	\$ 125,000					
Subtotal: Operating		\$ 3,039,329	\$ 2,889,230	\$ -	\$ 16,899		\$ 127,000	\$ 6,200
Project Description	Capital Project Number (1)	Total Amount of Funds	LTF	STA	LCTOP	Re-Programming	Fare Box	Interest
CNG Station	20-01	\$ 1,500,000		\$ 1,500,000				
Administrative, Fleet Maintenance & Operations Facility	20-02	\$ 500,000		\$ 500,000				
Brand and Logo Update	20-03	\$ 100,000		\$ 100,000				
Passenger Amenities	20-04	\$ 129,943			\$ 129,943			
Shop Tools	20-05	\$ 40,000		\$ 40,000				
3 - Ford F550 Entourage Type E for Replacement	20-06	\$ 700,000		\$ 700,000				
Electric Vehicle Charging Station	20-07					\$ 100,000		
Subtotal: Capital		\$ 2,969,943	\$ -	\$ 2,840,000	\$ 129,943	\$ 100,000	\$ -	\$ -
Total: Operating & Capital		\$ 6,009,272	\$ 2,889,230	\$ 2,840,000	\$ 146,842	\$ 100,000	\$ 127,000	\$ 6,200

Revised 6.11.20



Staff Report

TO: City Council

FROM: Elizabeth Gibbs, Community Services Director

DATE: June 16, 2020

SUBJECT: **Approve an Agreement for Software System by Independent Contractor to GoTime Control, Inc. for an Online Automated Control System for Sports Field Lights**

Background and Analysis:

The Community Services Department has been actively exploring the purchase of a comprehensive software system to assist staff in managing the use of sports fields, including tracking sports field light usage. The City has two baseball fields, two soccer fields, and one football field that have lights. These fields are used by local, nonprofit organizations to provide practices and games for youth and adult sports leagues. Traditionally, the sports leagues submit a facility use application with an estimate of the days and times that will be used for their practices and games and indicate which of those days and times will require lights. This estimate is the only method in place to calculate the fees and prepare an invoice to the sports leagues. Many of these estimates will change with the actual usage of the lights at a given field. Weather conditions and the length of games or a change in schedule will cause the amount of time the lights are on to be different from the original estimated amount which is sometimes lower, but oftentimes higher.

Currently, fees are not collected for light usage by the adult and youth sports leagues. The current master fee schedule accounts for an hourly rate for the usage of sports field lights as \$30 per hour for civic groups, non-profits, clubs/associations, other government entities and \$60 per hour for private parties and commercial usage. Based on current requests for usage, the City supplies just under 1,800 hours of the sports lights to youth and adult sports leagues, equating to approximately \$54,000.

The Community Services Department is requesting the implementation of an automated control system at two of the busiest parks to allow for these sports field lights to be tracked and billed appropriately. Based on the success of the program and the ease of

use for the user and the City, the decision may be made to expand the program to remaining parks and towards any future lighted sports fields.

The automated control system called LightsOnSites, combines several critical functions into one integrated platform:

Tracking Users

This feature will allow the City to know exactly who is using field space and sports field lights at any given time. Each league will have the ability to assign a log in to coaches and league board members who will have access to turn on and off the lights. This specific log-in allows the exact time to be recorded for billing purposes. Currently, there are numerous keys that have been distributed and copied to allow users to turn on the lights, allowing unauthorized access and uncompensated costs to the City. This new system will eliminate the need for keys and locks. Only authorized online users with a City assigned account will be able to turn on sports field lights.

Accurate Billing

Each user account is associated with billing information and the usage is automatically billed to a single league. This removes the uncertainty of who turned on the lights and which league was supposed to be billed for light usage. Since all of the usage is automated online there is no question as to how much time was to be billed due to unforeseen changes in the schedule or weather.

Public Use

It will now be possible for community members who are not associated with a league or non-profit to walk onto a field that is available and turn on the lights and use the facility, as long as the field is not currently reserved and the request is made during normal park hours. This feature allows for sports fields, including the lights, to be used by the community at large, increasing the number of users who have access to the fields. Each field is equipped with signage that includes a QR Code that users can walk up to and scan that will allow them to create a log in account and instantly pay from their phone for a specific amount of field time with lights.

Ease of Control

By creating a specific log in account for each user, the City can track who turns lights on and off and for how long lights are being used. Each user has access to a dashboard control screen that simply walks each user through a process of scheduling and inputting/accepting billing information. When reservations change, the information is calculated immediately, and billing is updated in real time.

Maintenance Scheduling/Field Closures

If a time arises where the City needs to shut down a field for maintenance or for an emergency, this can be done from the administrator dashboard and an automated email will be sent to all users who had reservations during that time notifying them of the closure. An example of this would be during inclement weather when the fields need to be closed to protect the turf. It also ensures that locks do not need to be changed, the field lights will simply not be available until maintenance or the emergency is over.

Reports

A variety of reports can be created that can track the specific usage for individual leagues and users. For budgeting purposes, it will allow for a more accurate cost recovery estimate for revenue generated at each field.

Vendor Selection Process

Numerous cities are using this sole source technology to regain control of their sports field facilities. Those cities include: Rancho Cucamonga, Upland, and Lancaster. These current users were contacted by City staff to discuss the features of software and how it is being implemented in their city. Each user had numerous benefits they have experienced, and the software was positively embraced by community members and sports leagues.

Fiscal Impact:

Initial startup costs of the LightsOnSites infrastructure at the Sports Park and Stewart Park sports fields with lighting is \$33,413.04, with additional annual maintenance costs of \$2,040.00 thereafter.

Revenue generated from the usage is estimated at \$54,000.

Recommended Action:

Approve an agreement for software system by independent contractor to GoTime Control, Inc. for an online automated control system for sports field lights; and Authorize the City Manager to execute the agreement on behalf of the City of Beaumont.

Attachments:

- A. Estimate from GoTime Control, Inc. automated system for Sports Park and Stewart Park.
- B. Agreement for Software System by Independent Contractor

GoTime Control, Inc
 460 W Lambert Rd Unit C
 Brea, CA 92821 US
 william.rinear@lightsonsites.com

Estimate

ADDRESS

Doug Story
 City of Beaumont
 550 E Sixth St
 Beaumont, CA 92223
 United States

SHIP TO

Doug Story
 City of Beaumont
 550 E Sixth St
 Beaumont, CA 92223
 United States

ESTIMATE #	DATE	EXPIRATION DATE
1001	03/09/2020	04/10/2020

SALES REP
 Bill Rinear

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	City of Beaumont Sport Park			
SC 16FLDR	Upto to 8 control points includes Fields, Parking lighting, Security lighting and Tennis/Basket ball courts	1	3,750.00	3,750.00T
SC Remote Warning	Remote mounted warning system for lights being turned off.	1	1,350.00	1,350.00T
SC Solar	Solar Kit for Remote warning system	1	750.00	750.00T
SC-Installation	Install SiteController for 8 fields. This service will be provided and sold under separate contract by GoTime Control Certified Installer. This line item is for budgeting only.	1	3,500.00	3,500.00
LOS WEB Service Setup	LightOnSites WEB Setup Includes Setup of WEB site and Training for City Staff - One time Charge	1	2,500.00	2,500.00
	After finial setup a \$250 per park fee applies per Park.			
LOS-Access	Annual access fee for LightsOnSites per Park	1	1,020.00	1,020.00

City of Beaumont Sport Park

SUBTOTAL	12,870.00
TAX	453.38
TOTAL	\$13,323.38

Accepted By

Accepted Date

GoTime Control, Inc
 460 W Lambert Rd Unit C
 Brea, CA 92821 US
 william.rinear@lightsonsites.com

Estimate

ADDRESS

Doug Story
 City of Beaumont
 550 E Sixth St
 Beaumont, CA 92223
 United States

SHIP TO

Doug Story
 City of Beaumont
 550 E Sixth St
 Beaumont, CA 92223
 United States

ESTIMATE #

1003

DATE

03/09/2020

SALES REP

Bill Rinear

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
SC 6FLDR	City of Beaumont - Stewart Park Six field/ two Tennis court controller. With UL listed pedestal 24 wide X 16 Deep X 48 high Enclosure containing - Dead front panel with manual operators - One 60 amp connector - One 60 amp Circuit Breaker - One 150 amp - One 150 Circuit Breaker Single Phase 240 VAC	1	11,500.00	11,500.00T
SC_Wireless_Remote	Wireless remote unit for controlling remote contactors.	1	1,875.00	1,875.00T
SC-Installation	Install SiteController for 8 fields. This service will be provided and sold under separate contract by GoTime Control Certified Installer. This line item is for budgeting only.	1	4,500.00	4,500.00
LOS WEB Add On	Add on setup fee for additional controllers	1	250.00	250.00
LOS-Access	Annual access fee for LightsOnSites per Park	1	1,020.00	1,020.00
City of Beaumont Stewart Park			SUBTOTAL	19,145.00
			TAX	1,036.56
			TOTAL	\$20,181.56

Accepted By

Accepted Date

AGREEMENT FOR LIGHTONSITES

THIS AGREEMENT FOR LightOnSites (“SOFTWARE SYSTEM”) is made and entered into this 16th day of June, 2020, by and between the City of Beaumont, a municipal corporation whose address is 550 E. 6th Street, Beaumont, California 92223 ("CITY") and GoTime Control, Inc., a California corporation whose address is 460 W Lambert Rd., Unit C, Brea, CA 92821, ("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 modify and upgrade the City's park lighting system at Stewart Park and Sports Park by installing lighting technology to allow for the public to access lighting system via WEB based app in addition the City wishes to add the LOS-Pay-To-Play option.

B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such modification and upgrades to park light systems for the ability to use the lights with a mobile app. Proposal is attached hereto as Exhibit “A”; and

C. CONTRACTOR represents that it is fully qualified and licensed under the laws of the State of California to perform the services contemplated by this Agreement in a good and professional manner.

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 Effective Date and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate one (1) year after the Effective Date unless extended by the City Council of the CITY.

2. Scope of Service. CONTRACTOR agrees to modify and upgrade existing park lighting control system at Stewart Park and Sports Park by installing lighting technology called to turn on the lights via mobile accessible WEB app as outlined in Exhibit “A”. All Software Systems shall perform in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates William Rinear as CONTRACTOR’S professional responsible for overseeing the project 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 Software System; provided, however, that CONTRACTOR shall not subcontract any of the Software System without the written consent of CITY. CONTRACTOR has a legal valid and binding license allowing it to provide the Software System using software of Lights on Solutions, Inc. and other subcontractors. City shall not be required to contract with or otherwise communicate with Lights on Solutions, Inc. or the other subcontractors. Contractor provides a turnkey solution.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal, Exhibit A,

and shall not exceed Thirty-Three Thousand Four Hundred Thirteen Dollars and 4 cents (\$33,413.04) for the installation of the Software System and its operation for the initial one year term. After the first year, if City elects to extend the term of this Agreement, the annual fee for the Software System shall be Two Thousand Forty Dollars (\$2,040.00). CONTRACTOR shall not increase any rate for the Software System, or charge for any related or unrelated goods or Software System without the prior written consent of the CITY.

4.02 Exhibit "A" "Stewart Park / LOS Pay-to-Play (option) : In addition to the amount set forth in Section 4.01 during the term of this Agreement only, CONTRACTOR shall collect from the third party user, but not the City, the amounts in the user fee schedule. The User fee Schedule to be set at time of system installation. If Exhibit "A" "Stewart Park / LOS Pay-to-Play option is accepted the fees charged to the city will be eight percent (8%) of the transaction amount or forty-two cents (\$0.42), whichever is higher, of each transaction for the mobile app use of lighting.

4.03 Pay-To-Play funds transfer CONTRACTOR shall transfer to CITY, on or before the fifteenth (15th) of each month, funds generated from the Play-To-Play Software System use option for the previous month in accordance with Section 4.02 above. The City will receive a use "Statement" based on parameters set at time of system operation. CITY shall have the right to review and audit all uses base on the Pay-to-Play. This review and audit may include, but not be limited to CITY's:

- a. Determination that any fee charged is consistent with this Agreement's approved schedule;
- b. Determination that the multiplication of the percentage billed times the approved rates is correct;
- c. Determination that each charge 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.

5. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Software System 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 "C"** are copies of Certificates of Insurance and endorsements as required by Section 5. 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:

5.01 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 5.

5.02 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 Software System hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

5.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Software System 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.

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

6. General Conditions pertaining to Insurance Coverage

6.01 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.

6.02 Prior to beginning the Software System 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.

6.03 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.

6.04 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.

6.05 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.

6.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Software System 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.

7. Obligations of CONTRACTOR.

7.01 CONTRACTOR agrees that the Software System will perform 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 that outlined in Exhibit 'A' to be provided and the price for the Software System that are binding on City, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect. Standard of Care; Performance of Employees. CONTRACTOR shall perform that outlined in Exhibit A under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed in the same industry. CONTRACTOR represents and maintains that it is skilled in providing the modification. CONTRACTOR shall correct any defects or errors to the system at its own cost and expense and without reimbursement from the City,

7.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the modification, upgrade and installation of lighting control system. CONTRACTOR shall provide its own offices, telephones, vehicles and computer hardware and set its own work hours. CONTRACTOR will determine the method, details, and means of delivering the Software System under this Agreement.

7.03 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.

7.04 CONTRACTOR represents that it possesses all required intellectual property licenses necessary or applicable to the delivery of the System under this Agreement and the Proposal, and shall obtain and keep in full force and effect all intellectual property licenses required to deliver the Software System at its sole cost and expense.

7.05 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.

7.06 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Software System.

8. Ownership of Software System

8.01 Ownership. All documents, ideas, concepts, electronic files, drawings, photographs, and any and all other writings, including drafts thereof, prepared, created, or provided by Contractor in the course of performing the Software System, including any and all intellectual and proprietary rights arising from the creation of the same (collectively,

"Software System"), are considered to be owned in full by GoTime Control, Inc. All Software System shall be licensed for use by the Contractor for the benefit of the City at no additional cost.

8.02 Assignment of Intellectual Property Interests. The City acknowledges that GoTime Control, Inc. retains all ownership rights, and all common law and statutory copyrights, trademarks, and other intellectual and proprietary property rights relating to the Software System provided that Go Time Control, Inc. has the right and license to provide the Software System to City as provided herein.

8.03 Title to Intellectual Property. Contractor warrants and represents that it has secured all necessary licenses, consents, or approvals to use and instrumentality, thing, or component as to which any intellectual property right exists, including computer software, used in the providing the Software System and/or materials produced under this Agreement. Under this Agreement, the City has full license to use the Software System; the City does not have full legal title to reproduce any of the Software System. Contractor shall defend, indemnify, and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim, or liability in any way related to a claim that City's use of Software System is violating federal, state or local law, or any contractual provisions, relating to trade names, licenses, franchises, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret, or trademarked documents, materials, software, equipment, devices, or processes used or incorporated in the Software System and materials produced under this Agreement. In the event the City's use of any of the Software System is held to constitute an infringement and any use thereof is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Software System by suspension of any injunction or by procuring a license or licenses for City; OR (b) modify the Software System so that it becomes non-infringing.

9. Indemnification

9.01 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.

10. Status of CONTRACTOR.

10.01 CONTRACTOR shall perform the Software in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY.

10.02 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. Ownership of Documents; Audit.

11.01 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 providing the Software System 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.

11.02 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 Software System 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.

12. Miscellaneous Provisions.

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

12.02 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.

12.03 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.

12.04 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.

12.05 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. Venue for any legal action regarding the performance of this Agreement or the interpretation of this Agreement shall be in the superior court for the County of Riverside.

12.06 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 delivery of the Software System . 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.

12.07 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.

12.08 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.

12.09 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.

13. Notices. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by first class mail, return receipt requested, postage prepaid, and addressed as follows, followed by facsimile transmission (if facsimile information is available). Notice shall be deemed communicated two (2) business days from the time of mailing if mailed as provided in this paragraph. All notices shall be addressed as follows:

City: Elizabeth Gibbs

Community Services Director
550 E 6th Street
Beaumont, CA 92223
(951) 769-8522
egibbs@beaumontca.gov

Contractor: William Rinear
President Gotime Control, Inc
460 W Lambert Rd., Unit C
Brea CA 92822
william.rinear@lightsonsites.com

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:

CONTRACTOR:

CITY OF BEAUMONT

GoTime Control, Inc., a California corporation

By: _____
Todd Parton, City Manager

By: _____

Print Name: _____

Title: _____



Staff Report

TO: City Council
FROM: Jeff Mohlenkamp, Finance Director
DATE: June 16, 2020
SUBJECT: Authorize Merchant Agreement with Open Edge for Credit Card Processing Services

Background and Analysis:

Customers often use credit cards to pay City fees. The process relies on a credit card processor to facilitate transactions between the City's bank and the paying bank of the customer for a fee.

The City has used Authorize.net for these services over the past year. In March 2020, Tyler Technologies (Tyler), the City's financial management software, informed the City that connectivity through Authorize.net would no longer be supported after June 30, 2020. Therefore, the integration of transaction activity through credit cards would no longer link directly into the City's accounting system. However, Tyler has informed the City that it can support connectivity through two other credit card processors, Elavon and Open Edge.

Staff received cost proposals from the two vendors and evaluated each. City staff recommends that the City enter into a merchant agreement with Open Edge. The primary reasons for selecting Open Edge is that they offer competitive pricing with Elavon, and fully integrate with the City's accounts receivable financial system as well as EnerGov, the City's permitting system. Elavon does not currently provide compatibility with EnerGov. A letter from Tyler identifying Open Edge as a preferred partner and identifying this entity as the only processor that provides for full integration as described above is included as Attachment B.

Should City Council authorize an agreement with Open Edge, the vendor will be able to complete the transition and allow for full operability by June 30, 2020. The estimate, included as Attachment A, provided by Open Edge indicates that a savings of approximately \$1,100 per year will be realized in comparison to the current merchant agreement.

Fiscal Impact:

Credit card processing services are a normal reoccurring cost and are included in the FY 2020/2021 budget. Based upon historical activity, the estimate of monthly costs is \$3,800 to \$4,000 for an annual estimate of \$45,600 to \$48,000. Actual costs will be dependent upon the number of transactions and dollar volume.

Recommended Action:

Authorize the City Manager to execute a merchant agreement with Open Edge for credit card processing services.

Attachments:

- A. Open Edge cost proposal
- B. Tyler Sole source letter
- C. Card services terms and conditions – governmental entities

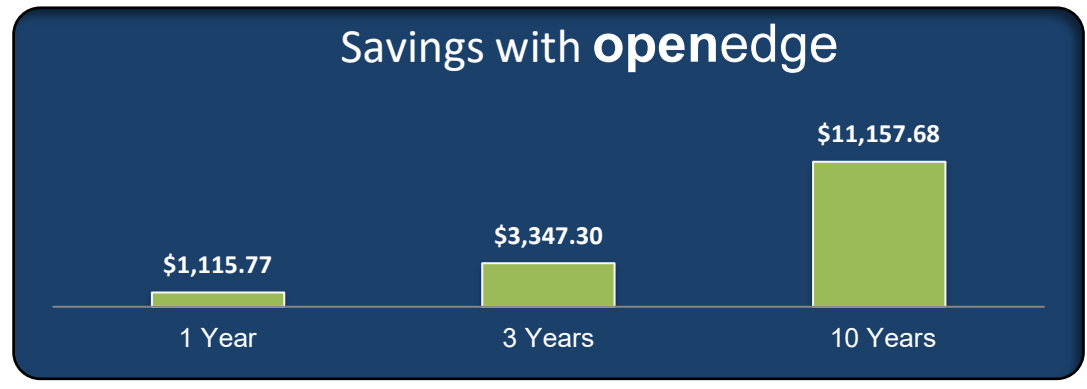


Beaumont, CA
 Analysis based on data supplied for processing month:
 Quote subject to change after 30 days

Apr-20
 5/8/2020

SUMMARY

	Current Processor	openedge
Total Volume	\$162,798.65	\$162,798.65
Total Transactions	346	346
Total Fees	\$3,923.45	\$3,830.47
Effective Rate	2.41%	2.35%
\$ Monthly Savings		\$92.98
% Monthly Savings		2%
Annual Savings		\$1,115.77



DETAIL

Card Type	Charge Type	# Trans	\$ Sales	Current Processor			openedge		
				% Disc	Per Item	Total Fees	% Disc	Per Item	Total Fees
AMEX	Qualified	10	\$4,240.44	0.650%	0.090	\$28.46	0.420%	0.080	\$18.61
DISC	Qualified	1	\$429.74	0.450%	0.090	\$2.02	0.420%	0.080	\$1.88
MC	Qualified	77	\$54,671.09	0.450%	0.090	\$252.95	0.420%	0.080	\$235.78
VISA	Qualified	258	\$103,457.38	0.450%	0.090	\$488.78	0.420%	0.080	\$455.16
DS/VISA/MC	Excess Auth. Fees	27	\$0.00	0.000%	0.045	\$1.22	0.000%	0.080	\$2.16
DS/VISA/MC/AX	Interchange	346	\$162,798.65	0.000%	0.000	\$2,856.46	0.000%	0.000	\$2,856.46
FEE	AVS Fees	370	\$0.00	0.000%	0.025	\$9.25	0.000%	0.000	\$0.00
VISA	Trans. Integrity Fee	38	\$0.00	0.000%	0.100	\$3.80	0.000%	0.100	\$3.80
MC	High Ticket Assessment	0	\$31,826.19	0.010%	0.000	\$3.18	0.010%	0.000	\$3.18
MC	AVS Fees	79	\$0.00	0.000%	0.010	\$0.79	0.000%	0.000	\$0.00
MC	Issuer Settlement Fee	0	\$0.00	0.000%	0.0000	\$0.21	0.000%	0.000	\$0.00
VISA	Assessments	258	\$103,457.38	0.137%	0.000	\$142.17	0.137%	0.000	\$142.17
MC	Assessments	77	\$54,671.09	0.130%	0.000	\$71.07	0.130%	0.000	\$71.07
DISC	Assessments	1	\$429.74	0.130%	0.000	\$0.56	0.130%	0.000	\$0.56
AMEX	Assessments	10	\$4,240.44	0.150%	0.000	\$6.36	0.150%	0.000	\$6.36
MC	Licensing Fee	77	\$54,671.09	0.006%	0.0000	\$3.33	0.020%	0.000	\$10.93
VISA	Kilobyte Fees	265	\$103,457.38	0.000%	0.0018	\$0.48	0.000%	0.0085	\$2.25
MC	NABU Fees	79	\$0.00	0.000%	0.0195	\$1.54	0.000%	0.0195	\$1.54
DISC	Access Fees	1	\$0.00	0.000%	0.0195	\$0.02	0.000%	0.0195	\$0.02
VISA	APF Fees	88	\$0.00	0.000%	0.0195	\$1.72	0.000%	0.0195	\$1.72
VISA DEBIT	APF Fees	194	\$0.00	0.000%	0.0155	\$3.01	0.000%	0.0155	\$3.01
FEE	Regulatory Compliance Fee	0	\$0.00	0.000%	0.000	\$3.50	0.000%	0.000	\$5.60
FEE	MC Monthly Location Fee	0	\$0.00	0.000%	0.000	\$0.62	0.000%	0.000	\$1.25
FEE	VISA FANF	0	\$0.00	0.000%	0.000	\$2.00	0.000%	0.000	\$6.95
FEE	Monthly Fees					\$39.95			\$0.00
		346	\$162,798.65			\$3,923.45			\$3,830.47

POTENTIAL MONTHLY SAVINGS \$92.98
POTENTIAL YEARLY SAVINGS \$1,115.77
PERCENTAGE SAVINGS 2%

*Current processor's monthly fees include a \$14.95 cardpointe fee, a \$5.00 statement fee and a \$20.00 terminal fee.

*****Current processor's monthly PCI Non Compliance Fee of \$29.95 has been excluded from this analysis. A non compliance fee of \$39.00 may be assessed if the merchant does not become PCI compliant.

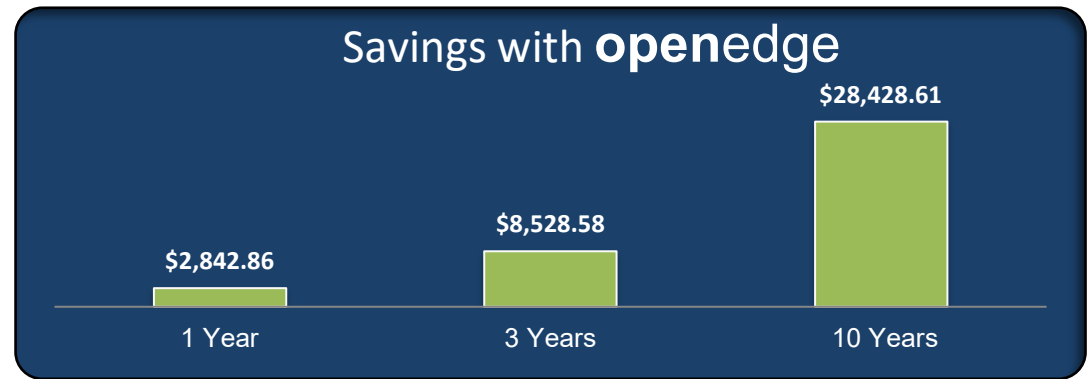


Beaumont, CA
 Analysis based on data supplied for processing month:
 Quote subject to change after 30 days

Apr-20
 5/8/2020

SUMMARY

	Current Processor	openedge
Total Volume	\$277,178.69	\$277,178.69
Total Transactions	3053	3053
Total Fees	\$4,096.08	\$3,859.17
Effective Rate	1.48%	1.39%
\$ Monthly Savings		\$236.91
% Monthly Savings		6%
Annual Savings		\$2,842.86



DETAIL

Card Type	Charge Type	# Trans	\$ Sales	Current Processor			openedge		
				% Disc	Per Item	Total Fees	% Disc	Per Item	Total Fees
MC	Qualified	587	\$53,015.44	0.450%	0.090	\$291.40	0.420%	0.080	\$269.62
VISA	Qualified	2466	\$224,163.25	0.450%	0.090	\$1,230.67	0.420%	0.080	\$1,138.77
DS/VISA/MC	Excess Auth. Fees	320	\$0.00	0.000%	0.045	\$14.40	0.000%	0.080	\$25.60
DS/VISA/MC/AX	Interchange	3053	\$277,178.69	0.000%	0.000	\$1,937.12	0.000%	0.000	\$1,937.12
FEE	AVS Fees	3316	\$0.00	0.000%	0.025	\$82.90	0.000%	0.000	\$0.00
MC	Digital Enablement Fee	0	\$57,442.69	0.010%	0.000	\$5.74	0.010%	0.000	\$5.74
MC	High Ticket Assessment	0	\$1,249.09	0.010%	0.000	\$0.12	0.010%	0.000	\$0.12
FEE	Chargeback Fee	1	\$0.00	0.000%	15.000	\$15.00	0.000%	15.000	\$15.00
FEE	Commcard Fee	0	\$0.00	0.000%	0.000	\$13.47	0.000%	0.000	\$0.00
MC	AVS Fees	644	\$0.00	0.000%	0.010	\$6.44	0.000%	0.000	\$0.00
MC	Issuer Settlement Fee	0	\$0.00	0.000%	0.0000	\$1.01	0.000%	0.000	\$0.00
VISA	Assessments	2466	\$224,163.25	0.132%	0.000	\$295.98	0.132%	0.000	\$295.98
MC	Assessments	587	\$53,015.44	0.130%	0.000	\$68.92	0.130%	0.000	\$68.92
MC	Licensing Fee	587	\$53,015.44	0.006%	0.0000	\$3.23	0.020%	0.000	\$10.60
VISA	Kilobyte Fees	2582	\$224,163.25	0.000%	0.0018	\$4.65	0.000%	0.0085	\$21.95
MC	NABU Fees	644	\$0.00	0.000%	0.0195	\$12.56	0.000%	0.0195	\$12.56
VISA	APF Fees	492	\$0.00	0.000%	0.0195	\$9.59	0.000%	0.0195	\$9.59
VISA DEBIT	APF Fees	2180	\$0.00	0.000%	0.0155	\$33.79	0.000%	0.0155	\$33.79
FEE	Regulatory Compliance Fee	0	\$0.00	0.000%	0.000	\$3.50	0.000%	0.000	\$5.60
FEE	MC Monthly Location Fee	0	\$0.00	0.000%	0.000	\$0.62	0.000%	0.000	\$1.25
FEE	VISA FANF	0	\$0.00	0.000%	0.000	\$45.00	0.000%	0.000	\$6.95
FEE	Monthly Fees					\$19.95			\$0.00
		3053	\$277,178.69			\$4,096.08			\$3,859.17

POTENTIAL MONTHLY SAVINGS \$236.91
POTENTIAL YEARLY SAVINGS \$2,842.86
PERCENTAGE SAVINGS 6%

*Current processor's monthly fees include a \$14.95 cardpointe fee, and a \$5.00 statement fee.

****Current processor's monthly PCI Non Compliance Fee of \$29.95 has been excluded from this analysis. A non compliance fee of \$39.00 may be assessed if the merchant does not become PCI compliant.



Open Edge Integration to Tyler Incode - Sole Source Letter

To Whom It May Concern:

This letter is to confirm that OpenEdge, owns all rights, title and license in and to, the OpenEdge payment processing solution and related services (collectively, the “OpenEdge Solution”). OpenEdge is the only authorized developer and licensor of the OpenEdge Solution and, except as set forth in agreements with its marketing partners, is the only entity authorized to implement, promote and maintain the OpenEdge Solution.

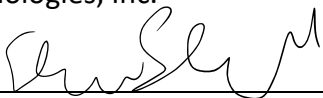
Open Edge is a Tyler Technologies, Inc. ("Tyler") Preferred Partner. Tyler is an authorized marketing partner of OpenEdge. The OpenEdge Solution is an integrated payment processing solution that directly integrates with mutually agreed upon Tyler software products, including those applications that have been identified to you as “Incode.”

Open Edge is the only solution provider for Tyler products that offers an integrated system for: automated bank reconciliation, direct refunds to credit card accounts, one-step voided payments.

Tyler is contractually authorized to include the OpenEdge Solution, including the terms and conditions applicable to that Solution, in Tyler-client contracts, or amendments thereto.

OpenEdge is currently the only solution that can meet Tyler's comprehensive requirements for a fully integrated, highly secure, credit card processing system.

Tyler Technologies, Inc.

By: 

Name: Shane Shepherd

Title: Director

Date: 01/23/2019

CARD SERVICES TERMS & CONDITIONS – GOVERNMENT ENTITIES

1. GENERAL.

- 1.1. The "**Card Services Agreement**" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "**you**"), Global Payments Direct, Inc. ("**Global Direct**"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant if Merchant has signed the appropriate space in the Acceptance of Terms & Conditions/Merchant Authorization section of the Merchant Application. The member bank identified in the Merchant Application ("**Member**") is a member of Visa USA, Inc. ("**Visa**") and Mastercard International, Inc. ("**Mastercard**"). Global Direct is a registered independent sales organization of Visa®, a member service provider of Mastercard®, a registered Program Participant of American Express Travel Related Services Company, Inc. ("**American Express**"), and a registered acquirer for Discover Financial Services LLC ("**Discover**"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.
- 1.2. Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express®, Discover® and PayPal® transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Card Services Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB®, China UnionPay®, Diner's Club® and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Card Services Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.
- 1.3. Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "**Services**"). Any Merchant accepted by Global Direct for card processing services agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future. ***A Merchant's submission of a transaction to Global Direct shall be deemed to signify Merchant's Acceptance of the Card Services Agreement, including the Terms and Conditions herein.***
- 1.4. Except as expressly stated in the first three paragraphs of section 13, all terms and conditions of this Card Services Agreement shall survive termination.

2. SERVICE DESCRIPTIONS.

- 2.1. Credit Card Processing Services: Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, Mastercard, American Express, Diners, Discover); settlement; dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("**Switched Transactions**") to the respective card issuers, including but not limited to American Express, Diners Club and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.

- 2.2. EBT Transaction Processing Services: Global Direct offers electronic interfaces to Electronic Benefits Transfer ("**EBT**") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("**Recipients**"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("**FNS**") food stamp benefits ("**FS Benefits**") and/or government delivered cash assistance benefits ("**Cash Benefits**," with FS Benefits, "**Benefits**") to Recipients through the use of a state-issued card ("**EBT Card**").
- 2.3. Provisions regarding debit card services are set forth in section 27 below.
- 2.4. Provisions regarding Decline Minimizer Services are set forth in section 29 below.
- 2.5. Provisions regarding CallPop OpenEdge Services are set forth in section 30 below.
- 2.6. With respect to Visa and Mastercard products, Merchant may elect to accept credit cards or debit/prepaid cards or both. Merchant shall so elect on the Merchant Application being completed contemporaneously herewith. Merchant agrees to pay and Merchant's account(s) will be charged pursuant to section 5 of this Card Services Agreement for any additional fees incurred as a result of Merchant's subsequent acceptance of transactions with any Visa or Mastercard product that it has elected not to accept.

3. PROCEDURES.

- 3.1. Merchant will permit holders of valid cards bearing the symbols of the cards authorized to be accepted by Merchant hereunder to charge purchases or leases of goods and services and the debt resulting therefrom shall be purchased hereunder, provided that the transaction complies with the terms of this Card Services Agreement. All indebtedness submitted by Merchant for purchase will be evidenced by an approved sales slip. Merchant will not present for purchase any indebtedness that does not arise out of a transaction between a cardholder and Merchant. Merchant agrees to follow the Card Acceptance Guide which is incorporated into and made part of this Card Services Agreement, and to be bound by the operating regulations, requirements, and rules of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization covered by this Card Services Agreement, as any of the above referenced documents may be modified and amended from time to time. Merchant acknowledges that the Card Acceptance Guide is located on Global Direct's website at www.globalpaymentsinc.com. Without limiting the generality of the foregoing, Merchant agrees to comply with and be bound by, and to cause any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement to comply with and be bound by, the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation, all rules and regulations imposed by the Payment Card Industry ("**PCI**") Security Standards Council (including without limitation the PCI Data Security Standard), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and Payment Application Best Practices. Merchant also agrees to cooperate at its sole expense with any request for an audit or investigation by Global Direct, Member, a card association or network organization in connection with cardholder and transaction information security.
- 3.2. Without limiting the generality of the foregoing, Merchant agrees that it will use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. To the maximum extent permissible under applicable law, Merchant will indemnify and hold Global Direct and Member harmless from any fines and penalties issued by Visa, Mastercard, American Express, Discover, PayPal or any card association or network organization and any other fees and costs arising out of or relating to the processing of transactions by Global Direct and Member at Merchant's location(s) and will reimburse Global Direct for any losses incurred by Global Direct with respect to any such fines, penalties, fees and costs except to the extent that such fines, fees or costs arise solely from the gross negligence or willful misconduct of Global Direct.
- 3.3. Without limiting the generality of any other provision of this Card Services Agreement, Merchant also agrees that it will comply with all applicable laws, rules and regulations related to both: (a) the

truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at Merchant's location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("**Truncation Laws**"); and (b) the collection of personal information from a cardholder in connection with a card transaction, including all applicable state laws ("**Laws on Collection of Personal Information**"). As between Merchant, on the one hand, and Global Direct and Member, on the other hand, Merchant shall be solely responsible for complying with all Truncation Laws and Laws on Collection of Personal Information and will, to the maximum extent permissible under applicable law, indemnify and hold Global Direct and Member harmless from any claim, loss or damage resulting from a violation of Truncation Laws or Laws on Collection of Personal Information as a result of transactions processed at Merchant's location(s).

- 3.4. Global Direct may, from time to time, issue written directions (via mail or Internet) regarding procedures to follow and forms to use to carry out this Card Services Agreement. These directions and the terms of the forms are binding as soon as they are issued and shall form a part of these Card Services Terms & Conditions. Such operating regulations and rules may be reviewed upon appointment at Global Direct's designated premises and Merchant acknowledges that it has had the opportunity to request a review and/or review such operating regulations and rules in connection with its execution of this Card Services Agreement.
4. **MARKETING.** Merchant shall adequately display the card issuer service marks and promotional materials supplied by Global Direct. Merchant shall cease to use or display such service marks immediately upon notice from Global Direct or upon termination of this Card Services Agreement.
5. **PAYMENT, CHARGES AND FEES.** Fees and charges payable by Merchant for all products, services and applications, whether provided by Global Direct, a third party through Global Direct, or directly by a third party with Global Direct collecting monies with respect thereto (e.g., a POS Vendor Fee), shall be as set forth in the Merchant Application (exclusive of taxes, duties and shipping and handling charges). With respect to POS Vendor Fees, Global Direct does not control and is not responsible for the POS Vendor Fees charged to Merchant, and the pricing for any such fees depends on Merchant's agreement with such third party. Merchant shall at all times maintain one or more commercial checking accounts with Member or with another financial institution of Merchant's choice acceptable to Member and Global Direct that belongs to the Automated Clearing House ("**ACH**") network and which can accept ACH transactions. Merchant will be paid for indebtedness purchased under this Card Services Agreement by credit to Merchant's account(s). Merchant's account(s) will be credited for the gross amount of the indebtedness deposited less the amount of any credit vouchers deposited. Merchant shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Card Services Agreement or the rules and regulations of a card association or network organization. Availability of any such funds shall be subject to the procedures of the applicable financial institution. Chargebacks and adjustments will be charged to Merchant's account(s) on a daily basis. Merchant agrees to pay and Merchant's account(s) will be charged for the discount, fees, product service costs, chargebacks, and other fees and charges described in this Card Services Agreement. Merchant also agrees to pay and Merchant's account(s) will be debited for all fees, fines, penalties, etc. charged or assessed by third parties, the card associations or network organizations on account of or related to Merchant's processing hereunder, including without limitation with regards to any third party who provides Merchant with services related to payment processing or facilitates Merchant's ability to accept credit and debit cards and who is not a party to this Card Services Agreement. If any type of overpayment to Merchant or other error occurs, Merchant's account(s) may be debited or credited, without notice, and if Merchant's account(s) do not contain sufficient funds, Merchant agrees to remit the amount owed directly to Global Direct. Merchant agrees not to, directly or indirectly, prevent, block or otherwise preclude any debit by Global Direct or Member to Merchant's account which is permitted hereunder. Merchant represents and warrants that no one other than Merchant has any claim against such indebtedness except as authorized in writing by Member and Global Direct. Merchant hereby assigns to Member and Global Direct all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that Member and Global Direct have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

6. EQUIPMENT AND SUPPLIES/THIRD PARTY SERVICES.

- 6.1. Merchant agrees that it will not acquire any title, copyrights, or any other proprietary right to any advertising material; leased equipment including imprinters, authorization terminals, card reader hardware or printers; software; credit card authenticators; unused forms (online or paper); all hardware and software related to the CallPop OpenEdge Services (as defined below); and Merchant deposit plastic cards provided by Global Direct in connection with this Card Services Agreement. Merchant will protect all such items from loss, theft, damage or any legal encumbrance and will allow Global Direct and its designated representatives reasonable access to Merchant's premises for their repair, removal, modification, installation and relocation. Merchant acknowledges that any equipment or software provided under this Card Services Agreement is embedded with proprietary technology ("**Software**"). Merchant shall not obtain title, copyrights or any other proprietary right to any Software. At all time, Global Direct or its suppliers retain all rights to such Software, including but not limited to updates, enhancements and additions. Merchant shall not disclose such Software to any party, convey, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on such Software, or transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, or any other malicious or unauthorized code. Merchant's use of such Software shall be limited to that expressly authorized by Global Direct. Global Direct's suppliers are intended third party beneficiaries of this Card Services Agreement to the extent of any terms herein pertaining to such suppliers' ownership rights; such suppliers have the right to rely on and directly enforce such terms against Merchant.
- 6.2. The operating instructions or user guides will instruct Merchant in the proper use of the terminals, other hardware or payment application(s), and Merchant shall use and operate the terminals, other hardware or payment application(s) only in such manner. If Merchant has purchased the relevant maintenance/help desk service hereunder, Merchant will promptly notify Global Direct of any equipment malfunction, failure or other incident resulting in the loss of use of the equipment or software or need for repair or maintenance, whereupon Global Direct will make the necessary arrangements to obtain required maintenance or replacement software or hardware. Merchant is responsible for shipping costs. Merchant shall cooperate with Global Direct in its attempt to diagnose any problem with the terminal, other hardware or payment application(s). If Merchant's terminal requires additional Software, Merchant is obligated to cooperate and participate in a dial in down line load procedure. With respect to any item of equipment leased to Merchant by Global Direct, Merchant will not be liable for normal wear and tear, provided, however, that Merchant will be liable to Global Direct if any leased item of equipment is lost, destroyed, stolen or rendered inoperative. To the extent permissible under applicable law, Merchant will indemnify Global Direct against any loss arising out of damage to or destruction of any item of equipment or software provided hereunder for any cause whatsoever. Merchant also agrees, to the extent permissible under applicable law, to hold harmless and indemnify Global Direct for any costs, expenses, and judgments Global Direct may suffer, including reasonable attorney's fees, as a result of Merchant's use of the equipment or software provided hereunder. Any unused equipment in its original packaging purchased from Global Direct hereunder may be returned to Global Direct at Merchant's expense within 60 days of receipt. Merchant shall receive a refund of any money paid in connection therewith subject to a re-stocking fee of an amount equal to 20 percent of the total purchase price for the returned equipment. No refunds shall be issued for any equipment returned after 60 days.
- 6.3. Merchant acknowledges that some of the services and applications to be provided by Global Direct and Member hereunder may be provided by third parties. Merchant agrees that except for its right to utilize such services in connection with this Card Services Agreement, it acquires no right, title or interest in any such services. Merchant further agrees that it has no contractual relationship with any third party providing Services under this Card Services Agreement and that Merchant is not a third party beneficiary of any agreement between Global Direct or Member, as applicable, and such third party. Merchant may not resell the services of any third party providing Services under this Card Services Agreement to any other party.
- 6.4. Merchant acknowledges that it may directly obtain software platform services from a third party that facilitate or integrate Global Direct's Services as set forth in section 2. Global Direct does not control and is not responsible for such software platform services or any fees (and their occurrence) charged by

such third party to Merchant related to such software platform services. The pricing for Merchant's use of any third-party platform services and any associated fees depends on Merchant's agreement with such third party. Merchant authorizes Global Direct to collect all monies related to Merchant's use of such third-party software (i.e., the POS Vendor Fee) on behalf of such third party as set forth in the Merchant Application and Merchant's agreement with such third party. Global Direct is not responsible for the acts or omissions of any third party and shall have no responsibility for or liability in connection with any software platform services Merchant receives from a third party, even if Global Direct collects monies with respect to such software or services. Global Direct makes no representation or warranty with respect to such third party's software platform services or such third party's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination.

7. **FINANCIAL INFORMATION.** Merchant agrees to furnish Global Direct and Member such financial statements and information concerning Merchant as Global Direct or Member may from time to time request. Global Direct and Member, or their duly authorized representatives, may examine the books and records of Merchant, including records of all indebtedness previously purchased or presented for purchase. Merchant agrees to retain copies of all paper and electronic sales slips and credit slips submitted to Global Direct for a period of two years from submission, or such longer period of time as may be required by the operating rules or regulations of the card associations or network organizations, by law, or by Global Direct as specifically requested in writing in individual cases.
8. **CHANGE IN BUSINESS.** Merchant agrees to provide Global Direct and Member 60 days prior written notice of its: (a) transfer or sale of any substantial part (ten percent or more) of its total stock, assets and/or to liquidate; or (b) change to the basic nature of its business, or (c) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, conversion of all or part of the business to mail order sales, telephone order sales, Internet-based sales or to other sales where the card is not present and swiped through Merchant's terminal or other card reader. Upon the occurrence of any such event, the terms of this Card Services Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable card associations or network organizations.
9. **TRANSFERABILITY.** This Card Services Agreement is not transferable by Merchant without the prior written consent of Global Direct and Member. Any attempt by Merchant to assign its rights or to delegate its obligations in violation of this paragraph shall be void. Merchant agrees that the rights and obligations of Global Direct hereunder may be transferred by Global Direct without notice to Merchant. Merchant agrees that the rights and obligations of Member hereunder may be transferred to any other member without notice to Merchant. Merchant acknowledges that the transferable rights of Global Direct and Member hereunder shall include, but shall not be limited to, the authority and right to debit the Merchant's account(s) as described herein.

10. **WARRANTIES AND REPRESENTATIONS.**

- 10.1. Merchant warrants and represents to Global Direct and Member: (a) that each sales transaction delivered hereunder will represent a bona fide sale to a cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the cardholder, free from any claim, demand, defense, setoff or other adverse claim whatsoever; (b) that each sales slip or other evidence of indebtedness will accurately describe the goods and services which have been sold and delivered to the cardholder or in accordance with his instructions; (c) that Merchant will comply fully with all federal, state and local laws, rules and regulations applicable to its business; (d) that Merchant will fulfill completely all of its obligations to the cardholder and will resolve any customer dispute or complaint directly with the cardholder; (e) that the signature on the sales slip will be genuine and authorized by cardholder and not forged or unauthorized; (f) that the sales transaction shall have been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the operating regulations and rules of the applicable card association or network organization, as amended from time to time; (g) provided that Merchant has not indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, that none of the sales transactions submitted hereunder represent sales by telephone, or mail, or Internet, or where the card is not physically present at the Merchant's location and swiped through Merchant's

terminal, unless Merchant is specifically authorized in writing by Global Direct to submit such sales slips for purchase, (h) to the extent Merchant has indicated on the Merchant Application that it accepts mail order, telephone order, or internet-based transactions, Merchant shall not submit such a transaction to Global Direct and Member for processing until the goods and/or services are shipped or performed, as applicable, unless otherwise permitted by the card associations or network organizations, (i) that sales transactions submitted hereunder for purchase representing sales to any principal, partner, or proprietor of Merchant shall not constitute an unreasonable portion of Merchant's transactions relative to the Merchant's legitimate business requirements, (j) that, without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, Mastercard, American Express, Discover, PayPal and any other card association or network organization related to cardholder and transaction information security, including without limitation PCI Data Security Standards, Visa's Cardholder Information Security Program and Mastercard's Site Data Protection Program, and (k) that all of the information contained in this Card Services Agreement (including the Merchant Application) is true and correct. If that any of the foregoing warranties or representations is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a sales transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any sales transactions for purchase hereunder which represents an unreasonable sales transaction to any principal, partner, or proprietor, of Merchant, such sales transaction may be refused or charged back.

10.2. Merchant must notify Global Direct if Merchant elects to use the terminal service of American Express, Novus, or any other third-party provider. If Merchant elects to use a third-party terminal provider, that provider becomes Merchant's agent for the delivery of card transactions to Global Direct via the applicable card-processing network. Global Direct and Member shall have no responsibility for or liability in connection with any hardware, software or services Merchant receives from a third party agent, even if Global Direct collects monies with respect to such hardware, software or services. Neither Global Direct nor Member makes any representation or warranty with respect to such agent's access to or ability to integrate with the products, services, and systems of Global Direct and any such access or ability may terminate at any time and Global Direct shall have no obligation to advise Merchant of such termination. Merchant agrees to assume full responsibility and liability for any failure of such agent to comply with the operating regulations and rules of the applicable card association or network organization, including without limitation any violation, which results in a chargeback to the Merchant. Global Direct and Member have no responsibility for any card transactions until it receives data for the card transaction in the format required by Global Direct. Merchant also agrees that the obligation hereunder to reimburse the Merchant for the value of the card transactions captured by an agent is limited to the value of the transactions (less applicable fees) received by the card-processing network from the agent.

10.3. ***Neither Member, nor Global Direct, nor any Supplier makes any representations or warranties, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose with respect to any terminal, any equipment, software or services leased, sold, or otherwise furnished hereunder.***

11. **INDEMNITY.** Merchant agrees to satisfy directly with the cardholder any claim or complaint arising in connection with the card sale, regardless of whether such claim or complaint is brought by the cardholder, Global Direct, or another party. To the extent permissible under applicable law, Merchant agrees to indemnify defend and hold Global Direct, Member and their respective parent companies, subsidiaries and affiliates (including, without limitation, the respective officers, directors, employees, attorneys, shareholders, representatives and agents of all of the foregoing) harmless from and against any and all liabilities, judgments, arbitration awards, settlements, actions, suits, claims, demands, losses, damages, costs (including, but not limited to, court costs and out of pocket costs and expenses), expenses of any and every type, litigation expenses, and attorneys' fees, including, but not limited to, attorneys' fees incurred in any and every type of suit, proceeding, or action, including but not limited to, bankruptcy proceedings, in connection with, by virtue of, or arising from, either directly or indirectly: (a) any card transaction that does not conform to the requirements of this Card Services Agreement, the rules and regulations of any card association or applicable laws; (b) any card transaction or any act or omission of Merchant in connection with a cardholder; (c)

Merchant's breach or default or an alleged breach or default of or under any term, covenant, condition, representation, warranty, obligation, undertaking, promise or agreement contained in this Card Services Agreement or in any agreement (whether oral or written) with any cardholder, any agreement with any card association, or in any other agreement with Member or Global Direct, any breach or threatened breach by Merchant of the card association rules and regulations or any violation by Merchant of laws, rules and regulations applicable to Merchant; (d) the rescission, cancellation or avoidance of any card transaction, by operation of law, adjudication or otherwise; (e) any claim, counterclaim, complaint, dispute or defense, including, without limitation claims brought by Merchant, whether or not well founded, with respect to this Card Services Agreement or a card transaction; (f) damages, including, without limitation, those for death or injury caused by the good or service purchased with the card; or (g) for all web based, Internet or electronic commerce transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information. For purposes of this Card Services Agreement, including the foregoing indemnities to the extent permissible under applicable law, Merchant is responsible and liable for the acts and omissions of its employees, agents and representatives (whether or not acting within the scope of their duties).

12. LIMITATION OF LIABILITY.

- 12.1. *Neither Member nor Global Direct shall be liable for failure to provide the Services or delay in providing the Services including processing delays or other non-performance if such failure is due to any cause or condition beyond such Party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, riots, war, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, telecommunications failures, equipment failures, unavoidable delays, the errors or failures of third party systems, non-performance of vendors, suppliers, processors or transmitters of information, or other similar causes beyond such party's control.*
- 12.2. *The liability of Global Direct and Member for any loss arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of any malfunction of the Equipment or the failure of the Equipment to operate, the unavailability or malfunction of the Equipment or the failure of the Equipment to operate, the unavailability or malfunction of the Services, personal injury or property damage, shall, in the aggregate, be limited to actual, direct, and general money damages in an amount not to exceed three months average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for the Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the Effective Date of this Card Services Agreement. This shall be the extent of Global Direct's and Member's liability arising out of or relating in any way to this Card Services Agreement, including alleged acts of negligence, breach of contract, or otherwise and regardless of the form in which any legal or equitable action may be brought against Global Direct or Member, whether contract, tort, or otherwise, and the foregoing shall constitute Merchant's exclusive remedy.*
- 12.3. *Under no circumstances shall Global Direct or Member be liable for special, consequential, punitive or exemplary damages, including lost profits, revenues and business opportunities, arising out of or relating in any way to this Card Services Agreement, including but not limited to damages arising out of placement of a merchant's name on any terminated merchant list for any reason even if Global Direct or Member has been advised of the possibility of such damages. Under no circumstances shall Global Direct, or Member be liable for any settlement amounts pertaining to Switched Transactions; Merchant's recourse therefore shall be to the applicable card issuer. Member shall not be responsible or liable to Merchant for any action taken by Member (or the results thereof) that is authorized by this Card Services Agreement.*
- 12.4. *It is agreed that in no event will Global Direct or Member be liable for any claim, loss, billing error, damage or expense arising out of or relating in any way to this Card Services Agreement which is not reported in writing to Global Direct by Merchant within 60 days of such failure to perform, or, if a billing error occurs, within 90 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.*

12.5. *Global Direct agrees to maintain commercially reasonable levels of insurance coverage during the term of the Card Services Agreement consistent with the scope and nature of its business and applicable industry best practices. Upon reasonable request, Global Direct shall deliver a certificate of insurance reflecting its then-current policy coverage and carriers.*

13. TERM AND TERMINATION.

13.1. This Card Services Agreement shall remain in full force and effect for an initial term of one year (the “**Initial Term**”). The Card Services Agreement will automatically renew for additional one year periods (“**Renewal Term**” or “**Renewal Terms**”, and together with the Initial Term, the “**Term**”) unless Merchant gives 30 days’ advance written notice of termination prior to the end of the then-current term. This Card Services Agreement is expressly made subject to the limitations of the Merchant’s state constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by Merchant, contrary to the any constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Card Services Agreement, with respect to any financial obligation of Merchant which may arise under this Card Services Agreement in any fiscal year, if the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Card Services Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Merchant.

13.2. Notwithstanding the foregoing, Global Direct may terminate this Card Services Agreement or any portion thereof upon written notice to Merchant. Furthermore, Global Direct may terminate this Card Services Agreement at any time without notice upon Merchant’s default in performing under any provision of this Card Services Agreement, upon an unauthorized conversion of all or any part of Merchant’s activity to mail order, telephone order, Internet order, or to any activity where the card is not physically present and swiped through the Merchant’s terminal or other card reader, upon any failure to follow the Card Acceptance Guide or any operating regulation or rule of a card association or network organization, upon any misrepresentation by Merchant, upon commencement of bankruptcy or insolvency proceedings by or against the Merchant, upon a material change in the Merchant’s average ticket or volume as stated in the Merchant Application, or if Global Direct reasonably deems itself insecure in continuing this Card Services Agreement.

13.3. If Global Direct and Member breach the terms and conditions hereof, the Merchant may, at its option, give written notice to Global Direct and Member of its intention to terminate this Card Services Agreement unless such breach is remedied within 30 days of such notice. Failure to remedy such a breach shall make this Card Services Agreement terminable, at the option of the Merchant, at the end of such 30-day period unless notification is withdrawn.

13.4. Any Merchant deposit of sales or credit slips that is accepted by Global Direct and Member or by a designated depository after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant’s account(s). If the deposit has already been posted to Merchant’s account(s), said posting will be reversed and the deposit returned to Merchant. Termination of this Card Services Agreement shall not affect Merchant’s obligations which have accrued prior to termination or which relate to any indebtedness purchased hereunder prior to termination, including but not limited to chargebacks even if such chargebacks come in after termination. If a termination occurs, all equipment leased from, and software provided by, Global Direct including but not limited to imprinters, terminals, and printers; all supplies; Card Acceptance Guides; and operating instructions must be returned immediately to Global Direct at Merchant’s expense.

14. **RETURNED ITEMS/CHARGEBACKS.** If a cardholder disputes any transaction, if a transaction is charged back for any reason by the card issuing institution, or if Global Direct or Member has any reason to believe an indebtedness previously purchased is questionable, not genuine, or is otherwise unacceptable, the amount of such indebtedness may be charged back and deducted from any payment due to Merchant or may be charged against any of Merchant’s accounts or the Reserve Account (as defined below). Merchant acknowledges and agrees that it is bound by the rules of the card associations and network organizations with respect to any chargeback. Merchant further acknowledges that it is solely responsible for providing Global Direct and Member with any available information to re-present a chargeback and that, regardless of

any information it provides or does not provide Global Direct and Member in connection with a chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such chargeback. A list of some common reasons for chargebacks is contained in the Card Acceptance Guide provided, however, that such list is not exclusive and does not limit the generality of the foregoing. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's accounts or the Reserve Account, Merchant shall, upon demand by Global Direct, pay Global Direct the full amount of the chargeback. Merchant understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales slips can be returned or charged back to Merchant like any other item hereunder.

15. RESERVE ACCOUNT.

15.1. At any time, Global Direct and Member may, at their option, establish a reserve account to secure the performance of Merchant's obligations under this Card Services Agreement to such party ("**Reserve Account**"). The Reserve Account may be funded, at Global Direct's sole discretion, through any or all of the following: (a) direct payment by Merchant—at the request of Global Direct or Member, Merchant will deposit funds in the Reserve Account; or (b) the proceeds of indebtedness presented for purchase. Merchant hereby grants Member a security interest in all accounts referenced in section 5 or any other accounts, including certificates of deposits, maintained by Merchant with any designated depository or other financial institution and authorizes Global Direct (to the extent authorized by Member) or Member to make such withdrawals at such times and in such amounts as it may deem necessary hereunder. Merchant hereby instructs said financial institutions to honor any requests made by Global Direct and Member under the terms of this provision. To the extent permissible under applicable law, Merchant will hold harmless the financial institutions and indemnify them for any claims or losses they may suffer as a result of honoring withdrawal requests from Global Direct and Member.

15.2. Merchant hereby agrees that Global Direct and Member may deduct from this Reserve Account any amount owed to such party in accordance with this Card Services Agreement. Any funds in the Reserve Account may be held until the later of (a) the expiration of any potentially applicable chargeback rights in respect of purchased indebtedness under the rules and regulations of the card associations or network organizations and (b) the period necessary to secure the performance of Merchant's obligations under this Card Services Agreement, which holding period may extend beyond termination of this Card Services Agreement. Merchant will not receive any interest on funds being held in a Reserve Account and Merchant has no right to access the funds being held in the Reserve Account or otherwise transfer, pledge or use these funds for its own purposes. Without limiting the generality of the foregoing, Merchant shall, upon termination of this Card Services Agreement, maintain the sum of at least five percent of gross sales for the 90-day period prior to termination to be held in a Reserve Account in accordance with the terms of this Card Services Agreement. Global may, at its discretion upon termination of this Card Services Agreement, require that the Merchant maintain more than five percent of gross sales for the 90-day period prior to termination in a Reserve Account.

16. DEFAULT/SECURITY INTEREST.

16.1. Upon failure by Merchant to meet any of its obligations under this Card Services Agreement (including funding the Reserve Account), any of the accounts referred to in section 5 may be debited without notice to Merchant, and Merchant (on behalf of itself and its affiliated entities) hereby grants to Member, Global Direct a lien and security interest in all of Merchant's right, title and interest in or to any of the following assets or properties: (a) all of the accounts referenced in the preceding sentence; (b) the Reserve Account; (c) any rights to receive credits or payments under this Card Services Agreement; and (d) all deposits and other property of Merchant that Member or its affiliates possess or maintain (including all proceeds of the foregoing). Merchant shall execute, acknowledge or deliver any documents or take any actions Member, Global Direct may from time to time request to better assure, preserve, protect, perfect, maintain or enforce this security interest. To the extent permitted by law, Merchant irrevocably authorizes Member, Global Direct to file any financing statements (at Merchant's expense) in any relevant jurisdiction or any other documents or instruments related to this security interest. Merchant represents and warrants that: (a) Merchant has good and valid rights and title to the property described herein; (b) Merchant has full power and authority to grant to Member the security interest pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Card

Services Agreement, without the consent or approval of any other person or entity; (c) no other person or entity has a security interest or lien in any of the property described herein; and (d) this security interest is a first lien security interest and secures Merchant's obligations to Member under this Card Services Agreement. Member shall have all rights of a secured party and Merchant must obtain the prior written consent of Member before granting any subsequent security interest or lien in the property described herein. Merchant agrees that it is Merchant's intent that these accounts and secured property shall to the extent allowed by applicable law not be subject to any preference, claim, or stay by reason of any bankruptcy or insolvency law. Merchant agrees to act consistently with the understanding that said accounts and secured property under this Card Services Agreement are free of all such preferences, claims or stays by reason of and as allowed by any such law. The scope of the security interest, and Merchant's (on behalf of itself and its affiliated entities) instructions to its financial institutions to accept withdrawal requests from Global Direct, Member, and Merchant's agreement to hold such institutions harmless and to indemnify them, to the extent permissible under applicable law, are described above in section 15.

16.2. Merchant also agrees that, if a default by Merchant occurs, Member has a right of setoff and may apply any of Merchant's balances or any other monies due Merchant from Member towards the payment of amounts due from Merchant under the terms of this Card Services Agreement. The rights stated herein are in addition to any other rights Global Direct, Member may have under applicable law.

17. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

17.1. Any litigated action regarding, relating to or involving the validity, scope and/or enforceability of this Card Services Agreement, shall be brought in either the courts of the state of Georgia sitting in Muscogee County or the United States District Court for the Middle District of Georgia, and Merchant and Global Direct expressly agree to the exclusive jurisdiction of such courts. Merchant and Global Direct hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or Global Direct might otherwise have to personal jurisdiction or venue in such courts.

17.2. **Class Action Waiver:** *Merchant acknowledges and agrees that all disputes arising out of or related to this Card Services Agreement shall be resolved on an individual basis without resort to any form of class action and shall not be consolidated with the claims of any other parties. Merchant further agrees to waive, and hereby waives, the right to participate in a class action or to litigate or arbitrate on a class-wide basis.*

17.3. Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "**American Express Guide**").

18. **AMENDMENTS.** Global Direct may change the terms of or add new terms to this Agreement at any time and any such changes or new terms shall be effective when notice thereof is given by Global Direct either through written communication or on its Merchant website located at: <https://reporting.globalpay.com>. Notwithstanding anything herein to the contrary, all fees, charges and/or discounts charged to Merchant hereunder may be changed immediately and without prior written notice to Merchant, provided that Global Direct will notify Merchant of any such changes promptly, either through written communication or on the Merchant website listed above. If Merchant provides written objection to such changes or amendments, Merchant shall have 15 calendar days from receipt of such changes or amendments to provide written notice to Global Direct of its desire to terminate this Card Services Agreement. Following receipt of such written notice, the amendments communicated by Global Direct or Member shall not take effect, and the Card Services Agreement shall continue under the prior terms for a period of up to 30 days. At the end of such 30-day period, this Card Services Agreement shall terminate and Merchant's ability to utilize the Services will cease.

19. **WAIVER.** No provision of this Card Services Agreement shall be deemed waived by any party unless such waiver is in writing and signed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising on the part of any party hereto, any right, power or privilege under this Card Services Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Card Services Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

20. **EXCHANGE OF INFORMATION.** Merchant authorizes Global Direct to order a credit report on Merchant. Merchant hereby authorizes Member or any depository institution to release any financial information concerning Merchant or its accounts to Global Direct. Subsequent credit reports may be ordered in connection with updating, renewing or continuing this Card Services Agreement. Upon the written request of any individual who is the subject of a consumer credit report, Global Direct will provide the name and address of the consumer credit reporting agency furnishing such report, if any. Global Direct may exchange information about Merchant with Member, other financial institutions and credit card associations, network organizations and any other party. Merchant hereby authorizes Global Direct to disclose information concerning Merchant's activity to any card association, network organizations, or any of their member financial institutions, or any other party without any liability whatsoever to Merchant.
21. **GENERAL.** If any provision of this Card Services Agreement or portion thereof is held to be unenforceable, such a determination will not affect the remainder of this Card Services Agreement. Paragraph headings are included for convenience only and are not to be used in interpreting this Card Services Agreement.
22. **NOTICES.** All notices required by this Card Services Agreement shall be in writing and shall be sent by facsimile, by overnight carrier, or by regular or certified mail. All notices sent to Global Direct or Member shall be effective upon actual receipt by the Corporate Secretary of Global Payments Direct, Inc.- 3550 Lenox Road NE, Suite 3000, Atlanta GA 30326. Any notices sent to Merchant shall be effective upon the earlier of actual receipt or upon sending such notice to the address provided by Merchant in the Merchant Application or to any other e-mail or physical address to which notices, statements and/or other communications are sent to the Merchant hereunder. The parties hereto may change the name and address of the person to whom notices or other documents required under this Card Services Agreement must be sent at any time by giving written notice to the other party.
23. **MERGER.** This Card Services Agreement, including these Card Services Terms & Conditions and the Merchant Application, constitutes the entire agreement between Merchant, Global Direct, and Member and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing.
24. **EFFECTIVE DATE.** This Card Services Agreement shall become effective only upon acceptance by Global Direct and Member, or upon delivery of indebtedness at such locations as designated by Global Direct for purchase, whichever event shall first occur.
25. **DESIGNATION OF DEPOSITORY.** The financial institution set forth in the Merchant Application is designated by Merchant as a depository institution ("**Depository**") for its credit card indebtedness. Such financial institution must be a member of an Automated Clearing House Association. Merchant authorizes payment for indebtedness purchased hereunder to be made by paying Depository therefore with instructions to credit Merchant's accounts. Depository, Member, and/or Global Direct may charge any of Merchant's accounts at Depository for any amount due under this Card Services Agreement. Global Direct must approve in writing any proposed changes to the account numbers or to the Depository. Merchant hereby authorizes Depository to release any and all account information to Global Direct as Global Direct may request without any further authorization, approval or notice from or to Merchant.
26. **FINANCIAL ACCOMMODATION.** The acquisition and processing of sales slips hereunder is a financial accommodation and, as such, if Merchant becomes a debtor in bankruptcy, this Card Services Agreement cannot be assumed or enforced, and Global Direct and Member shall be excused from performance hereunder.
27. **DEBIT / ATM PROCESSING SERVICES: ADDITIONAL TERMS AND CONDITIONS.**
- 27.1. Debit Sponsor shall act as Merchant's sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by Merchant (the "**Covered Terminals**") in each of the following debit card networks ("**Networks**"): Accel, AFFN, Alaska Option, CU24, Interlink, Maestro, NYCE, Pulse, Shazam, Star, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or Global Direct without notice. Merchant may also have access to other debit networks that do not require a sponsor. Global Direct will provide Merchant with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks. Global Direct will provide connection to such Networks, terminal applications, settlement, and reporting activities. Merchant will comply with all federal, state, and local laws, rules, regulations, and ordinances ("**Applicable Laws**") and with all by-laws, regulations, rules,

and operating guidelines of the Networks ("**Network Rules**"). Merchant will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for Merchant in each Network. Merchant agrees to utilize the debit card Services in accordance with the Card Services Agreement, its exhibits or attachments, and Global Direct's instructions and specifications (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement), and to provide Global Direct with the necessary data in the proper format to enable Global Direct to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to Merchant upon request.

27.2. Merchant shall not in any way indicate that Debit Sponsor endorses Merchant's activities, products, or services. Debit Sponsor and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this section 27 shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and Merchant.

27.3. If the Debit Sponsor's sponsorship of Merchant in any Network is terminated prior to the termination of the Card Services Agreement, Global Direct may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section 27 shall survive the termination of Debit Sponsor's debit sponsorship of Merchant under the Card Services Agreement. Debit Sponsor may assign this Card Services Agreement to any parent, subsidiary, affiliate, or successor-in-interest.

28. **MERCHANT ACCEPTANCE OF EBT TRANSACTIONS: ADDITIONAL TERMS AND CONDITIONS.** If Merchant accepts EBT transactions (as defined in section 2, Services Descriptions), Merchant agrees to issue Benefits to Recipients in accordance with the procedures specified herein, and in all documentation and user guides provided to Merchant by Global Direct, as amended from time-to-time (including but not limited to the Card Acceptance Guide which is incorporated into and made a part of this Card Services Agreement); and pursuant to the Quest Operating Rules (the "**Rules**"), as amended from time-to-time, issued by the National Automated Clearing House Association as approved by the Financial Management Service of the U.S. Treasury Department. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed them in the Rules. Merchant will provide each recipient a receipt of each Benefit issuance. Merchant will be solely responsible for Merchant's issuance of Benefits other than in accordance with authorizations. Merchant agrees to comply with all the requirements, laws, rules and regulations pertaining to the delivery of services to Benefit Recipients and Benefit Recipient confidentiality. If Merchant issues FS Benefits under this Card Services Agreement, Merchant represents and warrants to Global Direct that Merchant is an FNS-authorized "**Merchant**" (as such term is defined in the Rules) and is not currently suspended or disqualified by FNS. Merchant agrees to secure and maintain at its own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the issuance and distribution of Benefits under this Card Services Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenants that Merchant will not issue Benefits at any time during which Merchant is not in compliance with the requirements of any applicable law. Merchant agrees to hold Global Direct harmless from any costs of compliance or failure to comply with any such obligation by Merchant. Global Direct may terminate or modify the provision of Services to Merchant if any of Global Direct's agreements with government EBT agencies are terminated for any reason or if any party threatens to terminate services to Global Direct due to some action or inaction on the part of Merchant. If any of these Card Services Terms & Conditions are found to conflict with Federal or State law, regulation or policy of the Rules, these Card Services Terms & Conditions are subject to reasonable amendment by Global Direct, the State or its EBT Service Provider to address such conflict upon 90 days written notice to Merchant, provided that Merchant may, upon written notice, terminate the Card Services Agreement upon receipt of notice of such amendment. Nothing contained herein shall preclude the State from commencing appropriate administrative or legal action against Merchant or for making any referral for such action to any appropriate Federal, State, or local agency. Any references to "**State**" herein shall mean the State in which Merchant issues Benefits pursuant hereto. If Merchant issues Benefits in more than one State pursuant hereto, then the reference shall mean each such State severally, not jointly.

29. **DECLINE MINIMIZER SERVICES.** If Merchant elects to use Global Direct's Decline Minimizer Service (as defined below), the following terms apply. Merchant represents and warrants that its business is of such a nature that it periodically needs to receive updated cardholder account information and that Merchant does not belong to any high-risk categories as determined by any Card Schemes. In consideration of Merchant's payment of any fees and charges set forth herein, Global Direct agrees to provide to Merchant certain Card decline minimizer services facilitated by applicable card associations, which services are designed to assist merchants in recurring payment industries with maintenance of current cardholder account data (such services, the "**Decline Minimizer Services**"). The Decline Minimizer Services are subject to availability as determined by the card associations. Merchant acknowledges that a card association may terminate or suspend Global Direct's ability or right to provide the Decline Minimizer Services, and Global Direct may terminate its obligations with respect to the Decline Minimizer Service at any time upon notice to Merchant. The Decline Minimizer Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.

30. **CALLPOP OPENEDGE SERVICES.**

30.1. Global Direct offers hardware and services, which may include but are not limited to, phone/fax to VOIP smart box converter, phone analytics, two-way calling, call notes and call history, quick text for incoming and missed calls, reviews via text, text to pay, smart caller ID, reporting portal(s), and mobile application(s) among other things (collectively, the "**CallPop OpenEdge Services**") for Merchant's sole use with its internal business operations.

30.2. If Merchant elects to use Global Direct's CallPop OpenEdge Services (as defined above), the following terms apply. In consideration of Merchant's payment of the fees and charges set forth in the Merchant Application with respect to Global Direct's CallPop OpenEdge Services, and subject to the terms and conditions herein, Global Direct agrees to provide Merchant certain CallPop Services and hereby grants Merchant a limited, non-exclusive, non-sublicensable, non-transferable license in the United States of America to access and use the CallPop Open Edge Services (as defined above) solely for Merchant's internal business operations. Merchant shall not and shall not permit or authorize any other party to (a) decompile, disassemble, reverse engineer, or otherwise attempt to discern the source code of the CallPop OpenEdge Services; or (b) copy, modify, enhance, or otherwise create derivative works of the CallPop OpenEdge Services. Either party may terminate or suspend the CallPop OpenEdge Services without terminating the rest of the Card Services Agreement pursuant to the termination and/or suspension rights specified in the Card Services Agreement. Notwithstanding the foregoing, Global Direct may terminate its obligations with respect to the CallPop OpenEdge Services at any time upon notice to Merchant. The CallPop OpenEdge Services may be subject to additional terms, conditions, and/or fees, notice of which shall be provided to Merchant in accordance with this Card Services Agreement.

30.3. *Notwithstanding anything to the contrary herein, excepts as expressly provided herein, Global Direct makes no representation or warranty, express or implied with respect to the CallPop OpenEdge Services, including without limitation, any hardware provided in connection therewith. Global Direct specifically disclaims all warranties as to the merchantability, condition, design, or compliance with specifications or standards, and expressly disclaims all implied warranties, including without limitation implied warranties of merchantability, fitness for a particular use, or non-infringement of third party rights, with respect to the CallPop OpenEdge Services. Global Direct does not warrant that the CallPop OpenEdge Services will operate without interruption or on an error-free basis. Global Direct shall have not liability to Merchant for incidental, special, consequential, indirect or exemplary damages, including without limitation lost profits, revenues and business opportunities, or damages for injury to person or property, arising out of or in connection with the use by Merchant of the CallPop OpenEdge Services.*

31. **DISCOVER PROGRAM MARKS.** Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("**Discover Program Marks**"). Merchant is prohibited from using the Discover Program Marks other than as expressly authorized in writing by Global Direct. Merchant shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to Merchant by Global Direct pursuant to this Card Services Agreement or otherwise approved in advance in writing by Global Direct. Merchant may use the Discover Program Marks only to promote the services covered by the Discover

Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the Discover Program Marks. Merchant recognizes that it has no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

32. **PAYPAL MARKS.** PayPal Marks means the brands, emblems, trademarks, and/or logos that identify PayPal Acceptance. Merchant shall not use the PayPal Marks other than to display decals, signage, advertising, and other forms depicting the PayPal Marks that are provided to Merchant by Global Direct pursuant to the Merchant Program or otherwise approved in advance in writing by Acquirer. Merchant may use the PayPal Marks only to promote the services covered by the PayPal Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by Merchant must be approved in advance by Global Direct in writing. Merchant shall not use the PayPal Marks in such a way that customers could believe that the products or services offered by Merchant are sponsored or guaranteed by the owners of the PayPal Marks. Merchant recognizes that it has no ownership rights in the PayPal Marks. Merchant shall not assign to any third party any of the rights to use the PayPal Marks. Merchant is prohibited from using the PayPal Marks, not permitted above, unless expressly authorized in writing by PayPal.

33. **AMERICAN EXPRESS CARD ACCEPTANCE.**

33.1. If Merchant accepts American Express transactions, Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Guide is hereby incorporated by reference into this Card Services Agreement. In addition, Merchant agrees to comply with the terms of all other security and operational guides published by American Express from time to time, including the American Express Data Security Requirements. Merchant hereby authorizes Global Direct to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the American Express Guide sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by state statute. Merchant is jointly and severally liable for the obligations of Merchant's establishments under the Card Services Agreement. For the avoidance of doubt, "**cardholder**" as used in this Card Services Agreement shall include Card Members as defined in the American Express Guide.

33.2. Merchant hereby acknowledges and agrees that (i) Global Direct may disclose American Express Transaction Data (which for purposes of this section 33 shall have the same definition as "**Transaction Data**" in the American Express Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Card Services Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact Global Direct customer service as described in this Card Services Agreement. For purposes of this section 33, "**Merchant Data**" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

33.3. Merchant hereby agrees that, if Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "**High Charge Volume Merchant**" for purposes of this section 33 means an American Express Program Merchant with either (i) greater than \$1,000,000 in

American Express charge volume in a rolling 12-month period or (ii) greater than \$100,000 in American Express charge volume in any 3 consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed to together when determining whether Merchant has exceeded the thresholds above.

- 33.4. Merchant shall not assign to any third party any American Express-related payments due to it under this Card Services Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to Global Direct, its affiliated entities and/or any other cash advance funding source that partners with Global Direct or its affiliated entities, without consent of American Express.
- 33.5. In connection with Merchants acceptance of American Express, Merchant agrees to comply with and be bound by, the rules and regulations imposed by the PCI Security Standards Council (including without limitation the PCI Data Security Standard). Merchant hereby agrees to report all actual or suspected Data Incidents (as such term is defined in the American Express Data Security Requirements) immediately to Global Direct and American Express immediately upon discovery thereof.
- 33.6. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce the Card Services Agreement against Merchant to the extent applicable to American Express processing. Merchant's termination of American Express card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact Global Direct customer service as described in this Card Services Agreement.
- 33.7. Without limiting any other rights provided herein, Global Direct shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any American Express Card Member for any purchase or payment on the American Express card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the American Express Guide.

34. ELECTRONIC SIGNATURES.

- 34.1. Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Card Services Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when: (a) your electronic signature is associated with the Card Services Agreement and related documents, (b) you consent and intend to be bound by the Card Services Agreement and related documents; and (c) the Card Services Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Card Services Agreement and all related electronic documents shall be governed by the provisions of E-Sign.
- 34.2. By pressing Submit, you agree: (a) that the Card Services Agreement and related documents shall be effective by electronic means; (b) to be bound by the terms and conditions of this Card Services Agreement and related documents; (c) that you have the ability to print or otherwise store the Card Services Agreement and related documents; and (d) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

35. SURCHARGES/OTHER FEES.

- 35.1. Merchant pricing appears in the Card Services Fee Schedule of the Merchant Application. T&E merchants (airline, car rental, cruise line, fast food, lodging, restaurant, travel agent, transportation) may have separate rates quoted for consumer and commercial (business) transactions. Transactions that do not clear as priced are subject to surcharges (as outlined in Merchant Application) that are billed back to you on your monthly statement. The most predominant market sectors and transactions types for surcharges appear in the Surcharge Addendum attached, however, such sectors and transaction

types are not comprehensive and are subject to change. Most surcharges can be avoided by using a product that supports authorization and market data requirements established by the card associations and that are subject to change from time to time. Some surcharges occur on specific types of cards (including without limitation Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and "foreign" cards issued outside the United States). Unless your Card Services Fee Schedule specifically addresses commercial cards (i.e., Business Cards, Corporate Cards, Fleet Cards, GSA Cards, Purchase Cards), you will be billed back for the higher cost of acceptance of commercial cards, unless you are primarily a business-to-business supplier with corresponding pricing based on acceptance of commercial cards. The card associations require that information from the original authorization, including a lifecycle identifier, be retained and returned with subsequent authorizations and/or the settled transaction data. The card associations validate this information as part of the clearing and settlement process. If authorization data is not retained and returned at settlement, then the transaction will not clear as priced and will incur a surcharge. For more information concerning surcharging and to view market data, you may wish to check the Global Direct website (www.globalpaymentsinc.com) for best practices information and to license Global Access @dvantage (GA@) or Business View for transaction detail review.

- 35.2. The items listed in this section 35 are not and are not intended to be a comprehensive list of all instances in which surcharges may apply. Surcharges may apply in additional situations. All surcharges may include additional fees assessed by the applicable card association and Member or Global Direct.
- 35.3. In addition, Merchant may be assessed additional fees which will be in addition to the fees stated on the Merchant Application, including the following:
- 35.4. Merchant will also be assessed: (a) Cross-Border fees and a U.S. Acquirer Support fee for international Mastercard and Maestro transactions; (b) an International Service Assessment fee and International Acquirer fee for international Visa transactions; and (c) an International Processing fee and International Service fee for international Discover transactions. These fees, which are applicable to transactions between Merchant and a non-U.S. Mastercard, Maestro, Visa, American Express, or Discover cardholder will be displayed as a separate item on Merchant's monthly statement and may include fees assessed by both the applicable card association and Member or Global Direct.
- 35.5. Merchant will also be assessed per transaction access or participation fees and assessment rates for Visa, Mastercard, American Express, Discover and PayPal transactions, which will be displayed as a separate item on Merchant's monthly statement and may include fees by both the applicable card association and Member or Global Direct.
- 35.6. Merchant will also be assessed a Discover Network Authorization Fee.
- 35.7. Merchant may also be assessed a PCI DSS Compliance fee, which will appear as a separate item on Merchant's monthly statement. This fee is assessed by Member and Global Direct in connection with Member and Global Direct's efforts to comply with the PCI Data Security Standard and does not ensure Merchant's compliance with the PCI Data Security Standard or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve Merchant of its responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI Data Security Standard. Merchant may also be assessed a PCI DSS Non-Compliance fee until they validate compliance or confirm they are using a PA DSS Validated payment application.
- 35.8. Merchant will also be assessed the following fees on or related to Visa transactions: the Visa Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch, the Visa Zero Floor Limit Fee, which will be assessed on settled transactions that were not authorized, the Visa Zero Dollar Verification fee, which will be assessed on transactions where Merchant requested an address verification response without an authorization, the Visa Transaction Integrity fee, which will be assessed on Visa signature debit and prepaid transactions that fail to meet processing and transaction standards defined by Visa, and a monthly fee based on the number of card present Merchant

locations by Merchant taxpayer identification number and/or all Visa volume processed by a Merchant's taxpayer identification number. Merchant will also be assessed a Mastercard CVC2 Transaction fee and the Mastercard Misuse of Authorization System fee, which will be assessed on authorizations that are approved but never settled with the Merchant's daily batch or not properly reversed within 120 days, and an acceptance and licensing fee that will be applied to the Merchant's total U.S. Mastercard sales volume. These fees will be displayed as separate items on Merchant's monthly statement, provided that the acceptance and licensing fee may be included with Merchant's Mastercard assessment fees, and may include fees assessed by both the applicable card association and Member or Global Direct.

SURCHARGE ADDENDUM FOR PREDOMINANT MARKET SECTORS

Retail/Restaurant Electronic Merchant

If you are a Retail Merchant or a Restaurant Merchant with retail-only pricing (no Business Card Rate) and utilize a certified terminal product or electronic system or the payment application provided by Global Direct or its partner, which is designed for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation retail commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and all Commercial Cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for No Signature Required [NSR] program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions unless a Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513), Beauty/Barber Shop (MCC 7230), or Taxi/Limousines (MCC 4121).
- The electronic authorization amount must be equal to the transaction amount on Discover retail transactions except that Taxi Limousines (MCC 4121) and Beauty/Barber Shop (MCC 7230) merchant transactions may vary up to 20%. Restaurant (MCC 5812), Fast Food (MCC 5814), Service Station (MCC 5541) or Bar/Tavern (MCC 5513) transactions may vary by more than 20% from the electronic authorization without incurring surcharges.

Restaurant Electronic Merchant

If you are a Restaurant Merchant MCC 5812 or Fast Food Merchant MCC 5814 and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets all of the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization with magnetic strip read or contactless data capture (electronic imprint) at the time of sale. Obtain a cardholder signature (unless transaction is eligible for NSR program).
- Settle and transmit batches same day via your terminal/electronic system.

Supermarket Electronic Merchant

If you are an approved (certified) supermarket merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Supermarket Credit Card and Supermarket Check Card. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.

- Obtain a cardholder signature (unless transaction is eligible for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Emerging Market Electronic Merchant

If you qualify as an Emerging Market Merchant (as defined by Association guidelines from time to time) and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all the following requirements will be priced at the rates quoted. Any other transaction, including commercial card transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card, and non-magnetic stripe read foreign transactions will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. In addition, each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a single electronic authorization.
- Settle and transmit batches same day via your terminal/electronic system. Provide market data as required. See Note.

NOTE: If card is not present and a magnetic stripe read does not occur, then Merchant may be required to comply with "**Direct Marketer**" market data requirements including AVS request on cardholder billing address at time of authorization. If card is present and cardholder signature is obtained, however the magnetic stripe is damaged, then Merchant may be required to obtain AVS match on cardholder billing address zip code.

MOTO Electronic Merchant

If you are a MOTO Merchant (non-magnetic swipe read transactions), and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate quoted. Any other transaction, including all foreign transactions and commercial card transactions in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settle amount).
- Address Verification Request in authorization on cardholder billing address. For Discover transactions, Merchant must obtain full address verification request on street number and/or 9 digit postal code.
- CID verification for Discover merchants on non-recurring transactions. Purchase date (settled date) is ship date.
- Send order number with each transaction.
- Settle and transmit batches same day via your terminal/electronic system.
- Send level 3 data (line item detail, sales tax, customer code) with every eligible commercial card transaction.

NOTE: Card Not Present transactions involving one-time, recurring, or installment bill payment transactions are subject to additional card association requirements which must be complied with to avoid surcharges. Electronic commerce transaction requirements are also subject to additional card association requirements which must be complied with to avoid surcharges. Please refer to Card Acceptance Guide for additional requirements.

NOTE: Transactions which utilize our TouchTone Capture system for authorizations and settlement, settle beyond 48 hours, or are not transmitted via the TouchTone Capture system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

Public Sector Electronic Merchant

If you are an approved (certified) public sector merchant and utilize a terminal or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets all of the following requirements will be priced at the rate(s) quoted for Public Sector. Each transaction not processed as outlined, in addition to transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite, Discover Rewards Card, Discover Premium Card, Discover Premium Plus Card and commercial cards, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic strip read (card swipe/contactless data capture/electronic imprint) at the time of sale. Obtain a single electronic authorization and settle for authorized amounts.
- Obtain a cardholder signature (unless transaction is eligible for NSR program). Settle and transmit batches same day via your terminal/electronic system.
- The electronic authorization amount must be equal to the transaction amount on all Visa debit card transactions.

Purchase Card Electronic Merchant

If you are a Purchase Card Merchant (non-magnetic swipe read transactions) and utilize a certified terminal product or electronic system for authorization and settlement through Global Direct, each transaction you submit which meets the following requirements will be priced at the rate quoted. Each Visa transaction not processed as outlined, but transmitted same day or next day via your terminal/electronic system, will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Each Visa business and commercial card transaction will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Any other transaction that does not meet the following requirements, including without limitation foreign transactions, tax-exempt Visa Commercial transactions, Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain an electronic authorization and settle for authorized amounts (one reversal permitted on Visa transactions to make authorization amount equal to settled amount).
- Address Verification Request in authorization on cardholder billing address. Purchase date (settled date) is ship date.
- Send order number (customer code) with each transaction. Send tax amount with every transaction.
- Send Level 3 data (line item detail) with every eligible commercial card transaction. Sales tax exempt transactions will not be considered to meet these requirements unless they include Level 3 data (line item detail).
- Settle and transmit batches same day via your terminal/electronic system.

Lodging/Auto Rental Electronic Merchant

If you are a Lodging or Auto Rental Merchant utilizing a terminal or electronic system for authorization and settlement through Global Direct, each consumer card transaction you submit which meets the following requirements will be priced at the rate quoted. Each transaction not processed as outlined, including without limitation non-magnetic stripe read foreign transactions, and transactions using Visa Rewards Card, Visa Signature Card, Visa Signature Preferred Card, Visa Infinite Card, Mastercard Rewards Card, Mastercard World Card, Mastercard World Elite Card, Discover Rewards Card, Discover Premium Card, and Discover Premium Plus Card will be priced at the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Commercial Card transactions that meet these requirements will be subject to the Business Card rate quoted in

the Fee Schedule. Commercial Card transactions not processed in accordance with these requirements will be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application.

- Obtain a magnetic swipe read (card swipe/electronic imprint) at the time of check-in.
- Obtain additional electronic authorizations or send partial reversals to bring total authorized amount within 15% of settled amount. Authorizations must meet card association requirements.
- Obtain a cardholder signature for final transaction amount. Purchase Date is hotel check-out date/auto return date.
- Length of guest stay/rental in initial authorization.
- Hotel Folio/Rental Agreement Number and check-in date/check-out date transmitted with each transaction.
- Additional market data may be required for commercial card transactions to avoid surcharges. Lodging merchants who: (a) accept credit cards for advance payment; (b) guarantee reservations using a credit card; or (c) provide express check-out services to guests, must comply with additional card association requirements for these services in addition to additional authorization and settlement market data requirements. Lodging merchants who subject charges to final audit and bill for ancillary/additional charges must comply with additional bank card association requirements for these services in addition to additional authorization and settlement market data requirements to avoid surcharges. These transactions may also be subject to the rate quoted plus the applicable surcharge rate quoted in the Merchant Application. Please see Card Acceptance Guide for requirements and best practices for these transactions.

Paper Deposit Merchant

Non-terminal/electronic paper deposit transactions will be priced at the rate quoted in the Card Services Fee Schedule of the Merchant Application.

Debit Card Merchant

Each debit card transaction will be assessed the network's acquirer fee in addition to the debit card per item fee quoted in the Card Services Fee Schedule of the Merchant Application.

Card Present / Mag Stripe Failure:

A magnetic stripe read is also referred to as an electronic imprint. If the magnetic stripe is damaged, then other validation means may be required to protect against counterfeit cards and merchant must obtain a manual imprint. Most products, including the payment application, if any, will prompt for cardholder billing zip code and perform an AVS check for a zip code match. CID verification is recommended for Discover key-entered transactions. Key-entered retail transactions are subject to higher interchange and surcharges.

The foregoing information regarding surcharging is not comprehensive and is subject to change by the card association. Additional or different rates or fees may apply based on the details of a subject transaction.

All questions regarding Card Services should be referred to Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA. 30326, or call: 1-800-367-2638. Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Contact information for Member is listed in the Merchant Application.

Global Payments Direct Inc. is a registered ISO of BMO Harris Bank N.A. and Wells Fargo Bank, N.A.

Debit sponsorship is provided by Old Line Bank - 1525 Pointer Ridge Place, Bowie, MD. 20716, 1(800)617-7511.



Staff Report

TO: City Council
FROM: Jeff Mohlenkamp, Finance Director
DATE: June 16, 2020
SUBJECT: **Approve Purchase Agreement with Emphasys Computer Solutions for the Purchase of Sympro Treasury Management Software with a Total Contract Amount of \$66,536**

Background and Analysis:

The City of Beaumont currently manages twenty-four individual debt service accounts. The Finance Department utilizes Excel spreadsheets and paper files to execute this function. Implementation of a software system specifically designed for debt service management will ensure greater accuracy, accountability, and reportability.

Emphasys Computer Solutions offers one of the few software programs that interface with Tyler Technologies, the City's financial management software system. Emphasys Treasury and Debt Software, known as SymPro, will provide access to information regarding all prior and present debt issuances complete with debt service schedules, detailed sources and uses of funds, call structures and redemptions, allocation of debt service to various funds, and other pertinent information.

Sympro will archive all data related to debt management including all PDF, Word and Excel formats. The software has the ability to generate debt service schedules that can be compared to trustee schedules, calculate interest accruals, amortize premiums and discounts, track cost of issuance, and CAFR reports. The software will streamline internal accounting for outstanding obligations through its ability to create general ledger journal entries. It also has the capability to generate necessary reports for the year-end audit.

The Sympro system also offers additional functionality through its features that allow for the tracking of leases, which is essential to meeting GASB 87 reporting standards. It may also be used to manage the City's grant activities.

Services provided through this agreement include the conversion of all debt management related data. This process will entail an analysis of the accuracy of the new data sets. Additionally, the agreement provides that Sympro will work seamlessly with existing software and that all users will receive training.

Fiscal Impact:

First year: Total software license fee of \$35,000, first year support and maintenance of \$7,000, consulting/training/implementation \$6,400 and conversion of existing debt position up to 35 issues of \$3,500 for a total of \$51,900 which is in the current budget.

Ongoing costs are the annual maintenance and support increase by 3% annually. The total three-year cost of this software solution is \$66,536.

Recommended Action:

Approve the Agreement for Professional Services with Emphasys Computer Solutions for the purchase of Sympro Treasury Management Software, including a three-year license agreement, at a cost of \$66,536.

Attachments:

- A. Contract with Emphasys Computer Solutions
- B. Exhibit A to Contract – Proposal, including costing for debt management software
- C. Exhibit B to Contract – License Agreement for Sympro debt management software

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 16th day of June, 2020, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Emphasys Computer Solutions, dba Emphasys Software whose address is 3675 Mt Diablo Blvd, Suite 280, Lafayette, CA 94549 (“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 a software solution known as SymPro Treasury Management Software; and

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

C. CONTRACTOR’S standard end user license agreement, or master services agreement, attached hereto as Exhibit “B”, shall take precedence over this Agreement in the event of any conflicting terms between Exhibit “B” and the Agreement; and

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

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as detailed in Exhibit “B” 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 (Exhibit A) 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 \$66,536 for the three years of the contract.

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 any hourly billed Services rendered in the previous month. 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 return the bill to CONTRACTOR with a request for explanation.

4.04 If the work is reasonably 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 including Exhibit A. In the event that the terms of the Agreement, the Proposal or Exhibit A conflict with one another, the order of precedence of the documents shall be:

1. Exhibit B;
2. This Agreement;
3. the Proposal.

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 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 "C"** 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.

7.04 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 Subject to the Indemnification and Limitation of Liability sections outlined in Exhibit B, 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 gross negligence of willful misconduct of the CONTRACTOR or any subcontractor or agent of either as set forth herein.

a. Without affecting the rights of CITY under any provision of this Agreement, Exhibit B 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 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.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, and warranties, 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 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. Notwithstanding, the CONTRACTOR shall be permitted to freely assign any and all rights or interests in this Agreement to a subsequent purchaser or affiliated entity which shares common ownership with the CONTRACTOR in the amount of 50% or more.

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"

**CONTRACTOR'S END USER LICENSING AGREEMENT OR MASTER SERVICES
AGREEMENT**

(insert behind this page)

EXHIBIT "C"
CERTIFICATES OF INSURANCE AND ENDORSEMENTS A

(insert behind this page)

This will be provided to the City prior to beginning work under this contract as specified in Section 7.02 of this agreement.

EXHIBIT A - DEBT MANAGEMENT SOFTWARE PROPOSAL

Proposal: City of Beaumont, CA
Date: June 9, 2020
Contact: Joe DeMarco

DEBT MANAGEMENT SUMMARY

• Debt Management Software	\$25,000
• General Ledger Module & Interface to Tyler	<u>10,000</u>
Total Software License	\$35,000
• Annual maintenance and support (20% of software cost)	\$ 7,000
- Unlimited technical support	
- Software Upgrades/Enhancements	
• Consulting/training/implementation: (Travel expenses not included)	
- 4 days	\$6,400
• Conversion of existing debt positions	\$3,500
 Total	 \$51,900

Annual Maintenance & Support

Year 2	\$7,210
Year 3	\$7,426

*Comprehensive conversion of existing debt data (up to 35 Issues) from legacy platform(s) to SymPro Debt Manager. Service Includes:

- Adding all current outstanding debt including cash flows by CUSIP; including one generation of historical refunded debt.
- Review of reporting requirements for structuring portfolio setup
- Analysis of Debt Manager data to match original Total Principal and Total Interest; includes analysis with Comprehensive Annual Financial Report from prior fiscal year to ensure continuity and accuracy
- Storage of all available bond documents in PDF, Word, Excel formats



Joe DeMarco
Regional Sales Manager
SymPro, Inc.
510-584-9015

EMPHASYS SOFTWARE LICENSE AGREEMENT

This Emphasys Software License Agreement ("Agreement") is entered into effective the day of June 16, 2020 ("Effective Date") by and between Emphasys Computer Solutions, doing business as Emphasys Software, a Michigan corporation, with its principal place of business located at: 3675 Mt Diablo Blvd, Suite 280, Lafayette, CA 94549 ("Emphasys"), and the City of Beaumont, a California City, with its principal place of business located at: 550 E. 6th Street, Beaumont, CA 92223 ("Licensee").

RECITALS

- A. Emphasys designs, develops and licenses a proprietary computer software solution known as the SymPro Treasury Management Software.
- B. Licensee desires to obtain a personal, nontransferable, non-exclusive limited right and license to use such software and related documentation and services for Licensee's own internal business purposes only and Emphasys is willing to grant such a license on the terms and subject to the conditions of this Agreement.

THEREFORE, in consideration for the fees to be paid by Licensee hereunder and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. Certain Definitions. As used in this Agreement, the following terms shall have the following definitions:

A. "Authorized Users" shall mean Licensee and its employees and no other persons or entities; the number of which is stated in the attached Exhibit B-1 and which may be changed by amendment to the attached Exhibit B-1 or authorized purchase order issued by Licensee and accepted by Emphasys.

B. "Designated Equipment" shall mean a single Intel based computer or a network file server on which Licensee uses the Software pursuant to this Agreement and which is more fully described in the attached Exhibit B-1.

C. "Designated Site" shall mean the location at which the Designated Equipment and Licensed Products are located during the term of this Agreement as identified on Exhibit B-1 to this Agreement or such other location as may be expressly approved in writing by Emphasys.

D. "Documentation" shall mean all user/operation manuals and other materials or information describing the Software, as hereinafter defined, its performance characteristics, technical features and other relevant information reasonably required for use of the Software, including all physical media upon which the materials or information are provided.

E. "Licensed Products" shall mean the Software and the Documentation.

H. "Software" shall mean that certain Emphasys proprietary computer software solution known as SymPro Treasury Management Software, in machine readable, object code form, as listed on Exhibit B-1, and any modules, bug fixes, modifications, enhancements and other SymPro or third party software provided to and licensed hereunder by Emphasys to the Licensee during the Term.

2. Software License.

A. License Grant. Subject to the terms of this Agreement, Emphasys hereby grants to Licensee, and Licensee accepts, a limited, personal, non-transferable and non-exclusive perpetual license to use the Licensed Products solely for Licensee's own internal business purposes and solely on the Designated Equipment located at the Designated Site by the number of Authorized Users stated in the attached Exhibit B-1 or such Authorized Users added during the Term. Licensee shall be permitted to make one copy of the Software for backup and archival purposes only. Each copy must reproduce all copyright and other proprietary notices.

B. Warranty of Ownership. Emphasys warrants to Licensee (and no other person or entity) that it is the author and owner or proper Licensee of the Licensed Products and has the right to enter into this Agreement.

C. Emphasys Retains Title. Licensee acknowledges that Emphasys and its licensors retain title to the Licensed Products, all copyrights, trade secrets and other intellectual property rights licensed to Licensee even if Licensee's suggestions are incorporated into subsequent versions of the Software. The Licensed Products constitute a trade secret and are confidential to Emphasys.

D. No Ownership Rights. Other than the limited right of use of the Licensed Products described in this Agreement, Licensee neither shall have nor shall it acquire any right, title or interest in or to any of the Licensed Products or in any intellectual or proprietary rights represented thereby.

E. License Restrictions. Licensee agrees that it will not modify, decompile, disassemble, translate or reverse engineer the Software, in whole or in part. Except as expressly stated, this Agreement does not include any rights to use, disclose, sublicense, or otherwise transfer the Software, Documentation, or other proprietary information of Emphasys. Licensed Products shall not be used to process data except for Licensee's internal purposes.

F. Licensee shall immediately notify Emphasys in writing of any actual or suspected breach of this Agreement, including, without limitation, its terms limiting use.

3. Delivery of Licensed Products. Software may be delivered to Licensee by CD or by remote telecommunications from Emphasys' place of business unless the parties agree in writing to an alternative method of delivery. Emphasys is not responsible for installing the Software unless Emphasys is specifically contracted to perform installation and training services.

4. Warranty.

A. Emphasys warrants that: (i) Software will perform in accordance with Emphasys' standard specifications stated in its Documentation for a period of 180 days from the date of first installation of the Software (exclusive of bug fixes, modifications or enhancements provided during the warranty period or under the Annual Maintenance and Support Plan); and, (ii) Services provided under the Plan will be performed in a professional and workmanlike manner and bug fixes, modifications, enhancements provided under the Plan will perform in accordance with Emphasys' standard specifications. **EXCEPT FOR THE WARRANTIES STATED ABOVE, EMPHASYS AND ITS LICENSORS MAKE NO OTHER WARRANTIES, WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED. EMPHASYS AND ITS LICENSORS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.** *For warranty support, Licensee should contact: Technical Support at telephone number 510 655 0900.*

B. Licensed Products are of a complex nature resulting in operations that may be interrupted or errors that may be encountered. Emphasys sole obligation and Licensee's sole remedy under this warranty is for Emphasys, at its option, to provide such services, bug fixes or other modifications it deems appropriate, provide a functional equivalent or reperform services, if: (i) Emphasys receives proper notice of any claimed Software defect during the warranty period or a claim of defective services or Software under the Plan within 10 business days of the related occurrence. Proper notice includes copies of the data, reports and written procedures documenting the claim. And, (ii) the Licensee is otherwise in compliance with this Agreement and using the current version of the Software in accordance with Emphasys' standard specifications; and, (iii) Emphasys is able to reproduce any claimed defect. Should Emphasys determine in its sole judgment after reasonable effort that a covered defect cannot be remedied, Emphasys may elect to terminate this Agreement as to the effected Software and refund the paid, unused License Fees as to the effected Software only upon return of the Software and certification the Software is no longer in use by Licensee.

C. Further Limitations. The limited warranties provided in this Section 5, as limited by other provisions of this Agreement, are non-transferable by Licensee except as set forth below and shall immediately become void in the event of any unauthorized use, modification or repair of the Licensed Products or any part thereof or upon breach by Licensee of any provision of this Agreement. Except as otherwise may be provided in any technical support and maintenance agreement between the parties, Licensee shall pay, at Emphasys' then current rates, for services performed by Emphasys to correct problems or defects not covered by warranty, including, without limitation, those traceable to Licensee's

errors.

D. Licensee shall pay, at Emphasys' then current rates, for services performed by Emphasys to address any problems or defects not covered by warranty or the Plan, including, without limitation, those traceable to Licensee's errors. All such services will be provided to a specific proposal outlining the scope of work, time and material rates and delivery schedules.

5. Indemnification.

A. Emphasys hereby agrees to indemnify Licensee against any damages finally awarded against Licensee in connection with a claim that the Licensed Products directly infringe a United States copyright or patent or other intellectual property rights, provided that: (i) Licensee notifies Emphasys in writing within 30 days of the claim; (ii) Emphasys has sole control of the defense and all related settlement negotiations; and (iii) Licensee provides Emphasys with the required assistance, information and authority. Emphasys shall have no liability for any claim of infringement arising from: (a) any unauthorized use, alteration or modification of the Software including use of the Software in conjunction with products not provided by Emphasys; or, (b) use of a superseded or altered release of the Software if the infringement would have been avoided by the use of a current unaltered release of the Licensed Products.

B. If the Licensed Products are held or are believed by Emphasys to infringe, Emphasys shall have the option, at its expense, to: (i) modify the Licensed Products to be non-infringing; or, (ii) obtain for Licensee a license to continue using the Licensed Products. If it is not commercially reasonable to perform either of the above options, then Emphasys may terminate the license for the infringing Licensed Products and refund any unused License Fees or Annual Maintenance and Support Plan fees paid for the affected Licensed Products. Licensee shall discontinue use of the Software.

C. The provisions of this Section 6 state each party's entire obligation and liability with respect to the infringement of any property right based on the use of the Licensed Products.

6. LIMITATION OF LIABILITY. To the extent a claim arises under warranty, the remedy stated in Section 5 applies. To the extent a claim arises under indemnification, the remedy stated in Section 6 applies. AS TO ALL OTHER CLAIMS, LICENSEE ACKNOWLEDGES THAT POTENTIAL DAMAGES IN ANY PROCEEDING WOULD BE DIFFICULT TO MEASURE WITH CERTAINTY AND THE PARTIES EXPRESSLY AGREE THAT AS A FAIR ASSESSMENT OF POTENTIAL DAMAGES, EMPHASYS AND ITS LICENSOR'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF FORM OF ACTION, PROCEEDING OR THEORY OF RECOVERY, SHALL NOT EXCEED THE LICENSE FEES OR FEES ACTUALLY PAID TO EMPHASYS WHICH ARE DIRECTLY RELATED TO THE CLAIM. REGARDLESS OF THE FORM OF ACTION, PROCEEDING, OR THEORY OF RECOVERY, NEITHER EMPHASYS NOR ITS LICENSORS SHALL IN ANY MANNER BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES ASSESSED

AGAINST OR PAID BY LICENSEE TO ANY THIRD PARTY, ARISING OUT OF THE USE, INABILITY TO USE, QUALITY OR PERFORMANCE OF THE LICENSED PRODUCTS PROVIDED, EVEN IF EMPHASYS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Term and Termination.

A. Term. This Agreement is for a perpetual license and shall continue until terminated by either party (“Term”) under the following conditions.

B. Termination.

(i) Emphasys’ Right of Termination. Emphasys may terminate this Agreement after 30 days prior written notice for Licensee’s failure to pay any amounts due (including any additional License Fees or service fees resulting from legal changes expanding Licensee’s rights of use).

(ii) Licensee’s Right of Termination. Licensee may terminate this Agreement without cause upon 60 days prior written notice prior to the anniversary date of this Agreement.

(iii) Either Party’s Right to Termination. Either party may terminate this Agreement, (a) upon 30 days’ prior written notice for the other party’s failure to cure any other material breach of this Agreement; (b) immediately upon: (I) termination or suspension of Licensee’s business, (II) insolvency or filing of a voluntary or involuntary petition in bankruptcy, which petition is not dismissed within 30 calendar days of filing, (III) appointment of a receiver, assignee or other liquidating officer for all or substantially all of the Licensee’s assets or (IV) an assignment for the benefit of creditors.

C. Effect of Termination. Except for termination of the Plan, Licensee shall cease use of the Licensed Products upon termination of this Agreement and shall provide a written certification to Emphasys of removal of all copies of the Software from its system and destruction of all copies of Software and Documentation except that required for archival purposes. Termination of the Plan shall not result in termination of this Agreement unless otherwise specified. Termination of this Agreement shall not relieve Licensee of its obligation to pay for any fees nor result in the refund of any fees paid.

8. General.

A. Injunctive Relief. Licensee's breach of any obligation under this Agreement regarding the use, duplication, modification, transfer or confidentiality of the Licensed Products shall entitle Emphasys to injunctive, specific performance or other equitable relief, all without need of bond or undertaking of any nature, Licensee specifically acknowledging that Emphasys’ remedies at law under such circumstances would be inadequate.

B. Assignment. This Agreement shall not be assignable by either party and neither party may delegate its duties hereunder without the prior written consent of the other party. Any attempt by a

party to assign any of its rights or delegate any of its duties hereunder without the prior written consent the other party shall be null and void and shall result in immediate termination of this Agreement under its terms and conditions. Notwithstanding the foregoing, either party may assign its rights or delegate its duties under this Agreement without written consent of the other party in the event that this Agreement is assigned to a successor, parent, or subsidiary of such party, or in the event of an acquisition, merger, or sale of the majority of the relevant assets or shares of either party.

C. Governing Law and Venue. This Agreement is governed by the laws of Florida. Venue lies in the state and federal courts located in Miami Dade County, FL.

D. Severability. If a provision is declared invalid, the remainder of the Agreement will continue in full force and effect. The offending provision shall be interpreted to whatever extent possible to give effect to its stated intent.

E. Waiver. Failure to require performance of any provision or waiver of a breach of a provision does not waive a party's right to subsequently required full and proper performance of that provision.

F. Entire Agreement. This Agreement represents the entire agreement on this subject matter excluding all prior agreements, representations, statements, negotiations, and understandings and provisions in any Orders issued hereunder unless the parties consent in writing. This Agreement may be modified only by a written agreement signed by a party's authorized representative.

G. Conflict. Should any Exhibit conflict with this Agreement, the Exhibit shall control.

H. Notices. All notices and demands hereunder shall be in writing and shall be served by personal service or by mail at the address of the receiving party stated below (or at such different address as may be designated by such party by written notice to the other party) and shall be deemed complete upon receipt.

I. Independent. Each party is acting as an independent contractor and not as an agent, partner, or joint venturer with the other party for any purpose.

J. Compliance with all Applicable Laws. Export. At all times, Licensee will adhere to all applicable state, federal and local laws and regulations in the conduct of its business, installation and use of the Software and maintain the proper insurances as are customary in the business. Licensee shall comply with all applicable export and import control laws and regulations in its use of the Software and, in particular, Licensee shall not export or re-export the Software without all required United States and foreign government licenses.

K. Force Majeure. Except for the payment of any amounts due, performance will be suspended for force majeure upon written notice and may be terminated if such event continues for more than 30 days.

L. Survival. Sections 2(C), (D) and (G), 4 through 7, inclusive, 8(D), and 9 shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Emphasys Software,
a Michigan corporation

City of Beaumont, CA
("Licensee")

By: _____

By: _____
(Authorized Representative)

Name: Michael Byrne
Title: President and CEO

Print Name: _____
Title: _____

Address:
3675 Mt Diablo Blvd, Suite 280
Lafayette, California 94549

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

Tel. No. 510 655 0900

Tel. No.

Exhibit B-1
to
EMPHASYS SOFTWARE LICENSE AGREEMENT
By and Between
Emphasys Software and the City of Beaumont, CA Licensee
Effective Date _____

- 1. **Designated Equipment:**
NETWORK FILE SERVER
 Microsoft Windows Operating System (2012, 2016, 2019)
 16GB RAM
 32GB available disk space

CLIENT/STAND-ALONE WORKSTATION
 Microsoft Windows Operating System (10)
 8GB RAM
 2GB available disk space

Database
 SQL Server (2012, 2016)
 4GB disk space

For equipment or operating systems not named in this section, contact SymPro for compatibility information.

- 2. **Designated Site:**

 550 E. 6th Street,
 Beaumont, CA 92223

- 3. **Software:**
 SymPro Debt Manager
 General Ledger Module & Interface to Tyler

- 4. **Authorized Users:** Network installation with concurrent access and support for up to 6 Authorized Users.

- 5. **License and Service Fees:**

- a. **License and Service Fees:**

Total Software License Fee	\$35,000
1 st yr support and maintenance	\$7,000

Consulting/Training/Implementation Four days (32 hours) on-site or online training & implementation (Travel Expenses not included)	\$6,400
Conversion of existing debt positions* (Approximately 35 issues)	<u>\$3,500</u>
TOTAL	\$51,900

Annual Maintenance & Support

Year 2	\$7,210
Year 3	\$7,426

**Comprehensive conversion of existing debt data (up to 35 issues) from legacy platform(s) to SymPro Debt Manager. Service Includes:*

- Adding all current outstanding debt including cash flows by CUSIP; including one generation of historical refunded debt.
- Review of reporting requirements for structuring portfolio setup
- Analysis of Debt Manager data to match original Total Principal and Total Interest; includes analysis with Comprehensive Annual Financial Report from prior fiscal year to ensure continuity and accuracy
- Storage of all available bond documents in PDF, Word, Excel formats

6. **Payment Schedule:**

License fees will be invoiced upon execution of this agreement.
Annual Maintenance and Support for year one will be invoiced upon the earlier of product delivery date or 30 days from the execution of this agreement.
Professional service fees and training will be invoiced as services are performed.

Exhibit B-2
to
EMPHASYS SOFTWARE LICENSE AND SERVICE AGREEMENT
By and Between
Emphasys Software and City of Beaumont, CA Licensee
Effective Date _____

Annual Support and Maintenance Plan

The following SymPro Support and Maintenance Plan applies as of the Effective Date. Emphasys reserves the right to change this Plan at any time, with 60 days written notice. All changes will be posted at its website: www.sympro.com and will become effective as of the next Renewal Term. However, any Support and Maintenance Plan will include at least the following essential elements:

- Priority service from technical support and client service representatives
- Free SymPro version corrections and enhancements released in the license and service term
- Access to the SymPro Internet Site for Support (www.sympro.com)
- Unlimited telephone technical support in the following areas:

Loading and configuring of SymPro Software

Operational Questions, including standard SymPro reports

Data entry support for all debt types supported within SymPro, including:

- Serial Bonds
- Term Bonds
- Discount Bonds
- Variable Rate Coupon
- Commercial Paper
- Commercial Paper Discount
- Medium Term Notes

Tele-consultation is provided during normal business hours (6:30AM TO 5:00PM - Pacific Time), Monday through Friday for questions dealing with the operations of the Licensed Software on Designated Equipment. Support issues may be reported via voicemail (510-655-0900 Selection 2), fax (510-655-4064), or email (support@sympro.com), 24 hours a day. Answers to “Frequently Asked Questions” are available at www.sympro.com, 24 hours a day. The resolution of some issues may require that Licensee provide Emphasys with a copy of Licensee’s data. Licensee agrees to provide Emphasys with a copy of their data for the purpose of resolving Licensee’s issue and Emphasys agrees to maintain full confidentiality of any required data and will use it only for the resolution of the Licensee’s issue.

Not Included: Consulting on issues concerning investment accounting matters, specific financial or investment matters, research on investments not supported within the Licensed Software, or data entry for investments not supported in the Licensed Software system are not included.

Exhibit B-3
to
EMPHASYS SOFTWARE LICENSE AND SERVICE AGREEMENT

By and Between
Emphasys Software and City of Beaumont, CA Licensee
Effective Date _____

Statement of Work
City of Beaumont Implementation
Emphasys Software
May 21, 2020

Overview

Emphasys is pleased to present the enclosed scope of work for the implementation of the SymPro Debt Management System. The implementation of the system can be considered complete and successful when the following goals have been met:

- ✓ All data conversion has been added to and checked within the system.
- ✓ All modules and interfaces have been installed and are fully operational.
- ✓ All identified users are trained and fully functional with all elements of the software.

At the end of the process, the personnel of the City will be able to meet their debt management and reporting needs.

Scope of Work

As part of this implementation, Emphasys will provide the following modules and services:

Debt Management System Software Installation
1. Debt Management System network license and installation
2. General Ledger Module and Custom Export to Tyler
Other
1. Total of Four (4) days (32 hours) of on-site or online training split into 2 phases. (see “ Training ” below).
2. Conversion of City’s Debt Data

As a part of the overall contract, the City will also receive unlimited technical support via phone/email, and regular software upgrades/enhancements as a part of the one year maintenance and support contract.

Timeline

The critical milestones for project completion are listed below. All dates are tentative.

<u>Critical Milestone</u>	<u>Milestone Date</u>
Receive City’s debt documents for conversion	TBD
Remote Installation of Debt Management System	TBD
Debt Management Software Training	TBD
Receipt of all information required to configure and test GL interface.	TBD

General Ledger Interface Implementation/Training	TBD
Final Testing & Go Live	TBD

Conversion

Emphasys will convert the City’s existing debt data (up to 35 Issues) from legacy platform(s) to SymPro Debt Manager. Service Includes:

- Adding all current outstanding debt including cash flows by CUSIP; including one generation of historical refunded debt.
- Review of reporting requirements for structuring portfolio setup
- Analysis of Debt Manager data to match original Total Principal and Total Interest; option to include analysis with Comprehensive Annual Financial Report from prior fiscal year to ensure continuity and accuracy
- Storage of all available bond documents in PDF, Word, Excel formats

Training

Training for the Debt System, and General Ledger Module & Interfaces will be split into 2 periods, listed below. Each training day is generally scheduled from 9am to 4pm. Agendas for each training period will be sent out at least seven (7) days prior to each on-site.

Training period 1: Debt Management Software Training – Two (2) days

Training period 2: General Ledger Interface Implementation/Training – Two (2) days

Please see “**Required City Resources**” for required personnel and technical resources. Required personnel must be available from 9am-4pm on all training days in their training period unless otherwise noted.

Required City Resources

Personnel Required for Debt Management Software Training

1. City personnel responsible for gathering and sending all data needed.
2. One or more City employees dedicated to learning and managing Debt Management System. Must be available from 9pm to 4pm on scheduled training days. These resources must include user responsible for portfolio set-up and reporting decisions as well as the primary employee(s) responsible for data entry.
3. SymPro users responsible for providing SymPro General Ledger information to Accounting/General Ledger personnel. These users will need to be in training during the initial set-up. Must have flexible schedule from 9am to 4pm on GL interface training days.

Personnel Required for General Ledger Interface Implementation and Training

1. Primary GL Interface SymPro Users for data review
2. SymPro Users responsible for providing SymPro General Ledger information to Accounting/General Ledger personnel.

3. Accounting personnel & primary users responsible for the Tyler/SymPro General Ledger Interface, for initial planning. Must have flexible schedule from 9am to 5pm but will not be required for entire training period.

Other Required Resources (Technical and Information)

1. All bond documents
2. Chart of Accounts for Debt Management System (for GL Interface).
3. Training room with network connection and laptops/workstations for all training participants. Projection equipment should be provided and connected to at least one workstation.

**Training room must be available from 9-4 on all training days.*



Staff Report

TO: City Council

FROM: Kyle Warsinski, Economic Development Manager

DATE: June 16, 2020

SUBJECT: **Provide Direction to City Staff Regarding the Development of a Retail Recruitment Strategy**

Background and Analysis:

The City of Beaumont's Economic Development Strategic Plan (EDSP) was approved in August 2019, and provides a blueprint for attracting targeted new development and business investment, creating jobs, and contributing to the City's long-term fiscal health. The EDSP identifies key industries as the focus of Beaumont's business retention, expansion, and attraction efforts and specifies actions on closely-related issues such as infrastructure, land use and workforce development.

The EDSP is based on a comprehensive research and stakeholder outreach process and reflects consensus views on the most promising opportunities and the most pressing challenges facing Beaumont's economy. While the EDSP places primary emphasis on actions and initiatives to be pursued directly by the City, action items also reflect the fact that a wide array of public and private-sector entities have roles in influencing the economic vitality of Beaumont.

One of the key action items within the EDSP is industry targeting both for job creators and local-service businesses. The latter consists of retailers which provide the goods and services Beaumont residents need and desire within the community. In 2020, the retail market is as competitive as ever, and consumer spending habits related to online shopping has forced brick and mortar retailers to shift and adapt to the changing landscape. It is imperative that the City implement a retail recruitment strategy that targets retail prospects who are most compatible with the community, are nimble enough to meet changing market conditions, and who are considered desirable by the City Council.

The next step in the EDSP process is to establish a formal retail recruitment strategy, which addresses the complexities of the retail market and allows the City to adapt to the

industry's ever-changing environment. The proposed framework for a retail recruitment strategy focuses on highlighting the City's competitive advantages, establishing a business-friendly environment at City Hall, creating a streamlined approval process, utilization of new datasets including psycho-graphic data to attract retailers, and formulating a game plan for in-person meetings including ICSC conference attendance. To stay competitive in the market, Staff proposes the following eight goals be included in a retail recruitment strategy for "Beaumont to Recruit to Win:"

1. Establish a Unified Long-Term Vision,
2. Promote a Business-Friendly Environment,
3. Create and Foster relationships with Industry Experts,
4. Engage in Meaningful public-private partnerships,
5. Develop a deep understanding of the criteria retailers use for site selection decisions,
6. Ability to Execute a fully integrated Marketing Plan,
7. Stress the City's competitive advantages, and
8. Create a Sense of Place which attracts talent to the area to live and work.

The retail recruitment strategy will also address the challenges retailers are experiencing when it comes to hiring and retaining talented workforce. It is important to keep Beaumont as a community which continues to attract highly skilled and motivated workers for not only the retail sector but other industry groups identified in the EDSP.

Retailers site future stores in communities where market conditions are conducive to their business models. Selection criteria can deviate significantly from retailer to retailer. Cities can waste significant time and money by pursuing retail targets who do not consider them viable to their business model. A psychographic study is an effective tool that Cities may use to better identify and target those retail targets who are more compatible with the community. They analyze the demographic makeup of the community, identify which retailers might best match those demographics, and identify which of the most likely recruitment targets.

Once the retail targets are known, it is important to develop specific recruitment packages tailored to each prospect. This requires updated demographic information, especially since major retailers are looking for an existing market opportunity. Very few retailers will be willing to site facilities in locations where market conditions do not exist, even if there might be an actively growing market segment consistent with their siting policies or guidelines. There are subscription services that Cities may purchase that allow them to generate up-to-date demographic reports for inclusion in a recruitment package.

Fiscal Impact:

Staff estimates the cost related to psycho-graphic analysis to be \$25,000 and the acquisition of modern datasets to be \$5,000. These are essential elements of a proactive retail recruitment effort that will identify the most compatible retail prospects and to develop demographic reports targeted to each specific retail recruitment target.

Recommended Action:

Authorize the development of a retail recruitment strategy and direct City staff to issue a Request for Proposals to conduct a psychographic analysis.



Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE: June 16, 2020

SUBJECT: SB 743 Vehicle Miles Traveled (VMT) Thresholds for California Environmental Quality Act (CEQA) Compliance Related to Transportation Analysis

Background and Analysis:

Senate Bill (SB) 743 changes how transportation impacts are measured under the California Environmental Quality Act (CEQA) from using vehicle level of service (LOS) to using Vehicle Miles Traveled (VMT). Historically, delay and congestion were the metrics used when evaluating transportation impacts. To implement the legislation, lead agencies will need to determine appropriate VMT methodologies, thresholds, and feasible mitigation measures. Since VMT is a new methodology to analyze transportation impacts, there was a need to develop appropriate guidance for projects subject to environmental review. The guidance is to ensure that all projects subject to review by that agency use the same data, approaches, and analytical tools.

A study was conducted by the Western Riverside Council of Governments (WRCOG) to assist its member agencies in understanding the specific questions that need to be addressed when making these determinations and to provide research, analysis, and other evidence to support their final SB 743 implementation decisions. The goal of the study was to provide jurisdictions facts to help develop a record. The recommendations provided are direct recommendations from the WRCOG analysis with some adjustments based on local conditions. SB 743 must be implemented by lead agencies by July 1, 2020.

Since SB 743 represents a significant departure from current practice, the following questions must be addressed prior to taking any action:

1. Methodology – what methodology should be used to forecast projected-generated VMT and the project's effect on VMT under baseline and cumulative conditions, and how does the selection of a threshold influence the methodology decision?;

2. Thresholds – what threshold options are available to each jurisdiction and what substantial evidence exists to support selecting a specific VMT threshold?; and
3. Mitigation – what would constitute feasible mitigation measures for a VMT impact given the land use and transportation context of the WRCOG region?

The methodology to forecast ‘project-generated VMT,’ the VMT thresholds, and the mitigation measures utilized must be adopted by each jurisdiction.

Methodology

Baseline VMT Methodology and Data: Base Year (2012) total VMT per service population (i.e., population plus employment), home-based VMT per capita, and home-based work VMT per worker were calculated using outputs from the Southern California Association of Governments’ (SCAG) Regional Transportation Plan travel forecasting model and the Riverside County Transportation Analysis Model (RIVTAM). In addition, data from the California Household Travel Survey was used to compare model derived estimates of home-based VMT with those based on survey observations. VMT results and comparisons of results from different data sources were displayed graphically to aid in determining the appropriate VMT metric and data source for calculating VMT for use in the WRCOG subregion.

Based on the different options analyzed, it is recommended to utilize the Riverside County Travel Demand Model (RIVTAM / RIVCOM) and the VMT per service population data, as noted in the WRCOG analysis. Jurisdictions and technical experts have been utilizing RIVTAM since 2009, so there is a familiarity with the model. Furthermore, a new version of the Riverside County Travel Demand Model is being developed by WRCOG and will be ready for use by Fall 2020. The new version of the model will be updated and refined to improve compliance with SB 743 expectations (i.e., full external trip lengths).

Tools Assessment: The capabilities of travel forecasting models along with 11 sketch model tools were reviewed to determine their strengths and weaknesses in generating appropriate VMT results for SB 743 analysis and testing VMT mitigation strategies. Based on the travel forecasting model review, it is recommended that the RIVTAM be utilized for VMT impact analysis.

For thresholds that are based on an efficiency form of VMT, a customized forecasting and screening tool was also recommended, which would use RIVTAM model inputs and outputs. This tool would be utilized to provide an initial screening of potential VMT

impacts for projects and provide evidence to support presumptions of less than significant impact findings. The sketch model tools were determined to be most appropriate for testing VMT mitigation, with CalEEMod, GreenTRIP Connect, and TDM+ being the most effective. Since these tools rely on transportation demand management (TDM) strategies to reduce VMT, an important limitation was highlighted that many of these strategies are dependent on building tenants, which can change over time. Hence, relying on TDM programs tied to tenants would likely result in the need for on-going monitoring to verify performance.

Thresholds

Potential VMT thresholds were assessed within the context of the objectives of SB 743, legal opinions related to the legislation, proposed CEQA Guidelines updates, and the Technical Advisory produced by the Governor's Office of Planning and Research (OPR). The project team, led by Fehr & Peers, identified four threshold options for consideration by lead agencies.

1. Thresholds consistent with OPR's Technical Advisory, recommending that proposed developments generate VMT per person that is 15% below existing VMT per capita;

Unsuitable. The analysis provided by WRCOG and Fehr & Peers shows that a rural to suburban community like Beaumont without a well-developed transportation system is unlikely to achieve anywhere near a 15% reduction in VMT regardless of project-specific mitigation. If this threshold is selected, more projects would need to prepare EIRs so that a statement of overriding consideration could be adopted. This would substantially increase the cost and time associated with larger development projects.

2. Thresholds consistent with Lead Agency air quality, greenhouse gas emissions reduction, and energy conservation goals;

Unsuitable. While the City prepared its own Climate Action Plan (CAP) it is aged and is likely inadequate to provide support for the mitigation measures. The City has not adopted its own goals for air quality and energy conservation, relying instead on the California Building Code Title 24, guidance from the South Coast Air Quality Management District, and the CEQA process.

3. Thresholds consistent with the Regional Transportation Plan / Sustainable Communities Strategy future year VMT projects by jurisdiction or subregion; and

Recommended. The portions of the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) that affect Beaumont are based on the land

use element of the General Plan. As such, using this option assumes that projects consistent with the General Plan are also consistent with the RTP/SCS and should not require additional analysis for VMT. Projects that require amendment to the General Plan that would trigger an EIR would need to complete a VMT analysis using the methodology described above. Other amendments to the General Plan would need to be evaluated on a case-by-case basis. Rather than the 15% reduction in VMT recommended in the OPR guidance, staff is recommending that future projects demonstrate that they will reduce existing VMT by at least 3%. Projects that cannot demonstrate a 3% reduction in VMT will be required to conduct additional analysis and add mitigation as appropriate. If project design or operational features cannot reduce VMT below the threshold then an EIR may be required in order for the City to consider a statement of overriding considerations.

4. Thresholds based on baseline VMT performance by jurisdiction or subregion.

Unsuitable. The City could adopt its own baseline VMT performance threshold after conducting its own study and then independently maintain that threshold. Currently the City doesn't have the resources or necessary data to ensure compatibility with the regional modelling. In addition, the threshold would need nearly constant maintenance as conditions in the City and region change. While a certain amount of maintenance is needed for any methodology, using the regional approach in #3 ensures that the City is consistent with others in the region, and that the model is regularly updated.

Based on the research conducted by WRCOG, which is provided (attachment B) to this report, it is recommended that that the jurisdiction utilize a threshold consistent with the Regional Transportation Plan / Sustainable Communities Strategy future year VMT projects by jurisdiction or subregion, and reduce VMT by 3% below the jurisdiction's current average VMT per service population per household, or below the subregion's average VMT.

Mitigation

TDM strategies and its effectiveness for reducing VMT were reviewed and assessed for relevancy. Given the jurisdiction's rural / suburban land use context, the following key strategies were identified as the most appropriate.

- diversifying land use,
- improving pedestrian networks,
- implementing traffic calming infrastructure,

- building low-street bicycle network improvements,
- encouraging telecommuting and alternative work schedules, and
- providing ride-share programs.

Due to limitations of project-by-project approaches to reducing VMT, an evaluation of larger mitigation programs was conducted by WRCOG. The evaluation considered existing programs such as the WRCOG Transportation Uniform Mitigation Fee Program (TUMF) and new mitigation program concepts. While the TUMF funds a variety of projects including those that would contribute to VMT reduction, the overall effect of the program results in an increase in VMT due to substantial roadway capacity expansion. The TUMF could be modified to separate the VMT, reducing projects into a separate impact fee program based on a VMT reduction nexus, but it could not be relied upon for VMT mitigation in its current form. New program concepts included VMT mitigation banks and exchanges. These are innovative concepts that have not yet been developed and tested but are being considered in areas where limited mitigation options would otherwise exist. WRCOG is undertaking a study to look into the feasibility of a VMT mitigation bank or exchange in order to further assist lead agencies in implementing SB 743.

Updated Traffic Impact Analysis Guidelines

Beaumont's Traffic Impact Analysis Guidelines have been revised to ensure consistency with SB 743 implementation. The revision incorporates VMT guidance consistent with the information from the WRCOG SB 743 Implementation Pathway Study and updates to the LOS guidelines currently being utilized.

The VMT guidelines are tiered from the WRCOG study and include "likely" VMT thresholds of significance that would be considered by each member jurisdiction. The guidelines refer to the WRCOG screening tool that was developed for the SB 743 Implementation Pathway Study and provides directions for model use of projects that are likely not screened out. Mitigation measures and methods for quantification have been identified.

In addition, the current guidelines were updated to meet state-of-the-practice analysis techniques for LOS assessment. The guidelines should be updated in a manner that is easy to adjust and revise to coincide with local conditions. The existing language in the guidelines was also modified to reference improvements required instead of historic CEQA terminology in order to distinguish between CEQA and non-CEQA requirements.

Lastly, the LOS naming was simplified to be more consistent with requirements in other jurisdictions statewide.

Fiscal Impact:

None.

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont Adopting 'Vehicle Miles Traveled' Thresholds of Significance for Purposes of Analyzing Transportation Impact Under the California Environmental Quality Act."

Attachments:

- A. Resolution
- B. Recommended Traffic Impact Analysis Guidelines for Vehicle Miles Traveled and Level of Service Assessment
- C. SB743 Bill Text

RESOLUTION NO. 2020-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BEAUMONT ADOPTING “VEHICLE MILES TRAVELED”
THRESHOLDS OF SIGNIFICANCE FOR PURPOSES OF
ANALYZING TRANSPORTATION IMPACTS UNDER THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the California Environmental Quality Act Guidelines (“CEQA Guidelines”) encourage public agencies to develop and publish generally applicable “thresholds of significance” to be used in determining the significance of a project’s environmental effects; and

WHEREAS, CEQA Guidelines section 15064.7(a) defines a threshold of significance as “an identifiable quantitative, qualitative or performance level of a particular environmental effect, noncompliance with which means the effect will normally be determined to be significant by the agency and compliance with which means the effect normally will be determined to be less than significant”; and

WHEREAS, CEQA Guidelines section 15064.7(b) requires that thresholds of significance must be adopted by ordinance, resolution, rule, or regulations, developed through a public review process, and be supported by substantial evidence; and

WHEREAS, pursuant to CEQA Guidelines section 15064.7(c), when adopting thresholds of significance, a public agency may consider thresholds of significance adopted or recommended by other public agencies provided that the decision of the agency is supported by substantial evidence; and

WHEREAS, Senate Bill 743, enacted in 2013 and codified in Public Resources Code section 21099, required changes to the CEQA Guidelines regarding the criteria for determining the significance of transportation impacts of projects; and

WHEREAS, in 2018, the Governor’s Office of Planning and Research (“OPR”) proposed, and the California Natural Resources Agency certified and adopted, new CEQA Guidelines section 15064.3 that identifies vehicle miles traveled (“VMT”) – meaning the amount and distance of automobile travel attributable to a project – as the most appropriate metric to evaluate a project’s transportation impacts; and

WHEREAS, as a result, automobile delay, as measured by “level of service” and other similar metrics, generally no longer constitutes a significant environmental effect under CEQA; and

WHEREAS, CEQA Guidelines section 15064.3 goes into effect on July 1, 2020, though public agencies may elect to be governed by this section immediately; and

WHEREAS, the City of Beaumont, following a public review process consisting of staff presentations before the City Council, wishes to adopt the VMT thresholds of significance for determining the significance of transportation impacts that are recommended in an analysis conducted by the Western Riverside Council of Governments on behalf of its member jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beaumont as follows:

Section 1. The City of Beaumont hereby adopts the following:

1. Utilizing the Riverside County Travel Demand Model (RIVTAM/RIVCOM) as its methodology to measure VMT.
2. Utilizing the Riverside County Travel Demand Model (RIVTAM/RIVCOM) as its method to analyze a project's VMT impact.
3. Utilizing a threshold consistent with the City's current average VMT per service population (population plus employment).

Section 2. This Resolution shall take effect immediately upon its adoption by the City Council, and the Clerk of the Council shall attest to and certify the vote adopting this Resolution.

ADOPTED this ____ day of June, 2020.

Rey Santos
Mayor

APPROVED AS TO FORM:
John Pinkney, City Attorney

By: _____
Steve Mehlman
City Clerk

AYES: Councilmembers _____

NOES: Councilmembers _____

ABSTAIN: Councilmembers _____

NOT PRESENT: Councilmembers _____

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Steve Mehlman, Clerk of the Council, do hereby attest to and certify the attached Resolution No. 2020-XXX to be the original resolution adopted by the City Council of the City of BEAUMONT on June 16_____, 2020.

Date: _____

Clerk of the Council
City of _____



Recommended Traffic Impact Analysis Guidelines for Vehicle Miles Traveled and Level of Service Assessment

DRAFT

FEHR & PEERS

Updated March 2020

Table of Contents

- Introduction** **4**
 - Background Information.....5
 - Note to WRCOG Member Agencies.....6
 - Guidelines Organization6
- Introduction** **7**
 - CEQA Changes8
- Need for Transportation Impact Analysis** **10**
- Level of Service Assessment for General Plan Consistency** **14**
 - Methodologies 15
 - Study Area Boundaries for LOS assessment..... 16
 - Analysis Scenarios 16
 - Data Collection, Project Trip Generation, and Forecasting Methodologies 17
 - Intersection General Plan Consistency Requirements 19
 - Roadway Segment General Plan Consistency Requirements..... 20
 - Site Access, Safety, and Other Analyses..... 20
 - Improvements for Transportation Impacts..... 22
- CEQA Assessment - VMT Analysis** **24**
 - Analysis Methodology..... 25
 - CEQA VMT Impact Thresholds 29
 - VMT Mitigation Measures..... 30
- CEQA Assessment - Active Transportation and Public Transit Analysis** **31**
 - Transportation Impact Study Format..... 33
- Attachments** **36**
 - Project Scoping Form – Level of Service Assessment..... 37

DRAFT

Introduction

Background Information

SB 743, signed by the Governor in 2013, is changing the way transportation impacts are identified. Specifically, the legislation has directed the Office of Planning and Research (OPR) to look at different metrics for identifying transportation as a CEQA impact. The Final OPR guidelines were released in December 2018 and identified vehicle miles of travel (VMT) as the preferred metric moving forward. The Natural Resources Agency completed the rule making process to modify the CEQA guidelines in December of 2018.

In anticipation of the change to VMT, WRCOG completed a SB 743 Implementation Pathway Study in 2019 to assist their member organizations with answering important implementation questions about the methodology, thresholds, and mitigation approaches for VMT impact analysis. The WRCOG study can be accessed on-line (<http://www.fehrandpeers.com/wrcog-sb743/>) and includes the following main components.

- Thresholds Evaluation Memorandum – Potential thresholds WRCOG agencies could consider when establishing thresholds of significance for VMT assessment
- Methodologies and Calculations Memorandum – Types of VMT that could be considered for impact assessment
- Tools Evaluation Memorandum – Types of tools that could be used to estimate VMT and the pros/cons associated with each tool
- Mitigation Memorandum – Types of mitigation that can be considered for VMT mitigation
- VMT Screening Tool – An on-line GIS tool that can be used for VMT screening

All WRCOG agencies can utilize the information produced through the Implementation Pathway Study to adopt their own methodology and significance thresholds for use in CEQA compliance. As noted in CEQA Guidelines Section 15064.7(b) below, lead agencies are encouraged to formally adopt their significance thresholds and this is key part of the SB 743 implementation process. .

(b) Each public agency is encouraged to develop and publish thresholds of significance that the agency uses in the determination of the significance of environmental effects. Thresholds of significance to be adopted for general use as part of the lead agency's environmental review process must be adopted by ordinance, resolution, rule, or regulation, and developed through a public review process and be supported by substantial evidence. Lead agencies may also use thresholds on a case-by-case basis as provided in Section 15064(b)(2).

To complement the previous work, WRCOG has produced these Transportation Impact Analysis (TIA) Guidelines to outline the specific steps for complying with the new CEQA expectations for VMT analysis and the applicable general plan consistency requirements, which may still involve performing level of service (LOS) analysis for most agencies. **These guidelines are intended to be a discretionary 'template' that WRCOG agencies may choose to use or modify.**

Is Level of Service Still Important?

Many jurisdictions in the WRCOG region have adopted vehicle LOS policies that set standards for which local agency infrastructure will strive to maintain. These policies are contained in general plans and therefore apply to discretionary approvals of new land use and transportation projects. Therefore, these guidelines also include instructions for vehicle LOS analysis consistent with general plan requirements. The LOS guidelines are largely based on the Riverside County guidelines that were developed in April of 2008 and have been updated to reflect state of the practice.

Note to WRCOG Member Agencies

These guidelines have been developed as a resource to WRCOG member agencies. As such, member agencies should utilize and modify these guidelines at their discretion to assist with traffic impact analysis requirements.

In many cases, these guidelines represent thresholds recommended by WRCOG that are applicable to most WRCOG member agencies; however, lead agencies may wish to modify the identified requirements to reflect appropriate goals and values of the agency.

Finally, it should be noted that CEQA requirements change as the CEQA Guidelines are periodically updated and/or legal opinions are rendered that change how analysis is completed. As such, WRCOG local agencies should continually review their guidelines for applicability and consultants should contact the member agency to ensure that they are applying the most recent guidelines for project impact assessment.

Guidelines Organization

The remainder of this guidelines document is organized as follows. We have attempted to organize this memorandum to provide background information, assessment for congestion management/ General Plan Consistency (e.g. LOS analysis), and CEQA assessment (e.g. VMT analysis).

1. Introduction
2. Need for Transportation Impact Study
3. LOS Assessment for General Plan Consistency
4. CEQA Assessment - VMT Analysis
5. CEQA Assessment - Active Transportation and Public Transit Analysis
6. Transportation Impact Analysis Format

Introduction

One of the fundamental roles of government agencies is the construction and maintenance of public infrastructure facilities including roadways, rail and bus facilities, bicycle and pedestrian infrastructure, water lines, sanitary sewer lines, stormwater treatment facilities, parks, and other public facilities.

When private development occurs, it is the responsibility of government to ensure that there are adequate public facilities to serve increment population and employment growth. For the transportation system, one way to address this issue is the preparation of a Traffic Impact Analysis (TIA).

For the past several decades, the preparation of a TIA was integrated into the CEQA process, in which the TIA was used primarily to analyze a project's impacts under CEQA. However; with the passage of SB 743, changes to the TIA process are necessary. Specifically, a TIA may need to be a stand-alone document which is a requirement of project approval and will include information for the decision makers that is not required as part of the CEQA process.

The purpose of Transportation Impact Analysis (TIA) Guidelines is to provide general instructions for analyzing the potential transportation impacts of proposed development projects (e.g., General Plan Amendments and zoning changes). These guidelines present the recommended format and methodology that should generally be utilized in the preparation of TIAs. These recommendations are based on Riverside County's most recent TIA Guidelines from April 2008 with updates to comply with the state of the practice advances and new California Environmental Quality Act (CEQA) expectations prompted by Senate Bill 743 (SB 743). These recommendations are general guidelines and the local agency has the discretion to modify the TIA requirements based on the unique characteristics of a particular project.

To avoid unnecessary delays or revisions and to streamline the TIA preparation and review process, the local agency should require that the applicant submit and have approved a scoping form prior to the preparation and submittal of a draft TIA. A version of the scoping form in Word format is attached to this document and includes a process for both LOS assessment and VMT assessment.

CEQA Changes

Since the last TIA Guidelines update, SB 743 was signed into law. A key element of this law is the elimination of auto delay, level of service (LOS), and other similar measures of vehicular capacity or traffic congestion as a basis for determining significant impacts. This change is intended to assist in balancing the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of greenhouse gas emissions.

SB 743 contains amendments to current congestion management law that allows cities and counties to effectively opt-out of the LOS standards that would otherwise apply in areas where Congestion Management Plans (CMPs) are still used (including Riverside County). Further, SB 743 required the Governor's Office of Planning and Research (OPR) to update the CEQA Guidelines and

establish criteria for determining the significance of transportation impacts. In December 2018, OPR released their final recommended guidelines based on feedback from the public, public agencies, and various organizations and individuals. OPR recommended Vehicle Miles Traveled (VMT) as the most appropriate measure of project transportation impacts for land use projects and land use plans. For transportation projects, lead agencies may select their own preferred metric but must support their decision with substantial evidence that complies with CEQA expectations. SB 743 does not prevent a city or county from continuing to analyze delay or LOS outside of CEQA review for other transportation planning or analysis purposes (i.e., general plans, impact fee programs, corridor studies, congestion mitigation, or ongoing network monitoring); but these metrics may no longer constitute the sole basis for CEQA impacts.

These updated TIA Guidelines have been designed to comply with the new CEQA Guidelines expectations and build on the information prepared for WRCOG's Implementation Pathway Study. The TIA Guidelines are intended for the sole use of WRCOG member agencies. Each member agency can utilize or modify these guidelines as appropriate.

Need for Transportation Impact Analysis

The need for a TIA may stem from CEQA compliance, general plan consistency, or both. Discretionary actions of public agencies all trigger CEQA review, but whether a TIA is required depends on the findings of the local agency initial study and the potential for the project to cause a significant impact. General plan consistency is required for all discretionary actions as well but local agencies have discretion as to how consistency is determined. To aid development review, each local agency should establish an early review process for determining whether a TIA is required and what type of TIA should be prepared with respect to CEQA compliance and general plan consistency.

Need to Complete LOS as part of the TIA Analysis

The following activities generally will not require a TIA that includes LOS analysis. This presumption is based on the activities associated with the project (e.g. they are local serving) or the limited trip generation of the project (e.g. projects that generate less than 100 peak hour trips as projects that generate 100 or less trips typically do not affect LOS significantly once distributed to the local roadway network).

- All residential parcel maps
- Single family residential tracts of less than 100 lots
- Apartments and multi-family projects of less than 150 units
- Plot plan and uses cases for projects of one acre or less
- Preschools, local serving elementary schools and local serving middle schools
- Local serving churches, lodges, community centers, neighborhood parks and community parks
- Mini storage yards
- Congregate care facilities that contain significant special services, such as medical facilities, dining facilities, recreation facilities and support retail services
- Any use which can demonstrate trip generation of less than 100 vehicle trips in the peak hour.

The lead agency reserves the right to require an applicant to prepare additional traffic analysis based on:

- Presence of an existing or potential safety problem
- Location of the development in an environmentally or otherwise sensitive area, or in an area that is likely to generate public controversy
- Presence of a nearby substandard intersection or street
- Need for a focused study for access/operational issues
- Request from an affected agency, such as Caltrans or adjacent City; if the request is deemed reasonable and appropriate

Need to Complete VMT as part of the TIA Analysis

The following activities generally will not require a TIA that includes VMT. This presumption is based on the substantial evidence provided in the OPR Technical Advisory supporting SB 743 implementation or is related to projects that are local serving which, by definition, would decrease the number of trips or the distance those trips travel to access the development (and are VMT-reducing projects).

- Projects located in a Transit Priority Areas (TPA) (as defined later in this guidance)
- Projects located in a low-VMT generating area (as defined later in this guidance)
- Local-serving K-12 schools
- Local parks
- Day care centers
- Local-serving gas stations
- Local-serving banks
- Local-serving hotels (e.g. non-destination hotels)
- Student housing projects
- Local serving community colleges that are consistent with the assumptions noted in the RTP/SCS
- Projects generating less than 110 daily vehicle trips¹
 - This generally corresponds to the following “typical” development potentials:
 - 11 single family housing units
 - 16 multi-family, condominiums, or townhouse housing units
 - 10,000 sq. ft. of office
 - 15,000 sq. ft. of light industrial²
 - 63,000 sq. ft. of warehousing³
 - 79,000 sq. ft. of high cube transload and short-term storage warehouse³

¹ This threshold ties directly to the OPR technical advisory and notes that CEQA provides a categorical exemption for existing facilities, including additions to existing structures of up to 10,000 square feet, so long as the project is in an area where public infrastructure is available to allow for maximum planned development and the project is not in an environmentally sensitive area. (CEQA Guidelines, § 15301, subd. (e)(2).) Typical project types for which trip generation increases relatively linearly with building footprint (i.e., general office building, single tenant office building, office park, and business park) generate or attract an additional 110-124 trips per 10,000 square feet. Therefore, absent substantial evidence otherwise, it is reasonable to conclude that the addition of 110 or fewer trips could be considered not to lead to a significant impact.

² Threshold may be higher depending on the tenant and the use of the site. This number was estimated using rates from ITE’s Trip Generation Manual.

Coordination with the Lead Agency

To streamline the TIA preparation and review process, the TIA preparer shall solicit input and approval for the lead agency prior to the preparation and submittal of a draft TIA document. A TIA "Project Scoping Form", attached, shall be prepared by the Engineer and submitted to the Lead Agency for approval prior to the preparation of a draft TIA. The Project Scoping Form provides for agreement of the following key points before initiating the TIA.

- Determination of study area, intersections, and roadway links to be analyzed.
- Project trip generation, distribution, and assignment.
- Presentation of screening criteria used to screen the project from VMT assessment or proposed methodology/metrics that will be applied to estimate VMT.
- Use of other approved projects for background traffic, traffic growth assumptions, or integration with RIVTAM or RIVCOM³ travel demand model.
- Coordination with adjacent agencies.
- For projects within one mile of a state highway, or any project that may add traffic on the state highway, the Engineer shall also coordinate with Caltrans.

³ Note – RIVCOM is currently under development with an anticipated completion date in the Spring/Summer of 2020. Once finalized, RIVCOM should be utilized for all forecasting activity. Please coordinate with WRCOG to ensure that the prepare utilizes the most recent travel demand forecasting model.

Level of Service Assessment for General Plan Consistency

Methodologies

The following LOS analysis is required to meet with general plan consistency requirements.

Intersections

The most recent version of the *Highway Capacity Manual* (Transportation Research Board) should be utilized for both signalized and unsignalized intersections. The following parameters should be included in the analysis.

- Saturation Flow Rate consistent with field measurements or 1,900 passenger cars/hour/lane
- Heavy Vehicle Factor based on count data or provided by the local agency; analyst may use a Passenger Car Equivalent (PCE) conversion to reflect heavy vehicles in the volume or incorporate the heavy vehicle factor in the capacity calculation consistent with HCM requirements
- Grade based on existing or proposed grade of the facility
- Minimum green time should be based on existing signal timings (timing sheets provided by the local agency or collected in the field)
- Cycle lengths should be based on existing signal timings or measured in the field
- Lost time should be based on existing signal timings or consistent with the recommendations from the HCM
- Peak hour factors should be based on count data; future peak hour factor should be 0.95
- Intersections must be evaluated with HCM-consistent software; for locations where closely spaced intersections occur or queues build over space and time (extending to upstream or downstream intersections), microsimulation should be utilized to accurately evaluate the intersections as a system. This may require inclusion of freeway facilities.

When developing mitigation, the following recommendations should be considered.

- Exclusive left-turn lanes should be considered when peak hour left-turn volumes exceed 100
- Dual left-turn lanes should be considered when peak hour left-turn volumes exceed 300
- Protected left-turn phasing should be considered when the peak hour left turn volume exceeds 240 vehicles

Roadway Segment Assessment

The local agency may require roadway segment evaluation in addition to intersection analysis. In those instances, roadway segment capacity should be based on local agency preferences as documented in their General Plan, General Plan EIR, or equivalent document. If capacities are not identified, then the capacities utilized for roadway segment evaluation should be based on the HCM.

Study Area Boundaries for LOS assessment

In general, the minimum area to be studied should include any intersection of “Collector” or higher classification street, with “Collector” or higher classification streets; at which the proposed project will add 50 or more peak hour trips. In general, the study area should not exceed a 5-mile radius from the project site unless evidence is available to justify a larger area. Please note that the local agency may expand or contract the study area at their discretion.

Analysis Scenarios

The following study scenarios should be included for intersection capacity analysis:

- a) Existing Conditions
- b) Background Conditions – Defined as Opening Year Conditions with traffic from approved projects in the area (note, if there are no or limited approved projects in the area of the project, an ambient growth rate could be considered in lieu of assigning traffic from approved projects in the area)
- c) Background Plus Project Conditions – Defined as background conditions plus traffic from the proposed project
- d) Cumulative No Project Conditions – Defined as ambient growth to the Cumulative Horizon (typically coinciding with the forecast horizon of the RIVTAM/RIVCOM travel demand forecasting model) that includes traffic from approved and pending projects in the area
- e) Cumulative Plus Project Conditions – Defined as Cumulative No Project Conditions plus traffic from the proposed project

Phased projects could be evaluated in three ways. First, the analyst can identify which phase of a project triggers a needed improvement based on the comparison of Background Conditions to Background Plus Project Conditions. Alternatively, they can provide a phased assessment looking at opening years of each phase. Finally, for large phased projects, the project as a whole could be evaluated initially; however, subsequent traffic studies would have to be completed for each proposed phase implementation to ensure that improvements are implemented when they are needed. The local agency should be consulted to identify which approach is most appropriate for a proposed project if phasing is proposed; however, the first option noted above is recommended for most phased projects.

Recommendations for developing Ambient Traffic and Cumulative Traffic are provided in the next section of this document.

Data Collection, Project Trip Generation, and Forecasting Methodologies

The following recommendations pertaining to traffic count collection, project trip development, and traffic forecasting methodologies have been developed to maintain consistency across different TIAs and reflect current state of the practice.

Traffic Counts

Data for existing traffic conditions should be collected for the project using the following guidelines.

- Peak period turning movement counts at all study intersections, roadway segments (if required) and/or driveways, including bicycle and pedestrian counts at intersections with high non-automotive use, should be collected. For intersections with high percentages of heavy vehicles, turning movement counts should count heavy vehicles separately.
- Average Daily Traffic (ADT) for all roadways within study area (if required) and vehicle classification counts in areas with a high percentage of heavy vehicle use.
- Traffic counts should not be used if more than one year old without prior approval.
- Traffic data should not be collected on weeks that include a holiday and non-school session time periods unless approved by the local agency.
- Traffic data should not be collected between Thanksgiving and the first week of the new year without prior approval.
- Traffic counts should be conducted on Tuesdays, Wednesdays, or Thursdays.
- For congested conditions, back of queue estimates by approach (and turning movement) should be conducted every 15 minutes.
- Traffic counts should not be collected in an active construction work-zone.

Unless directed otherwise by the local agency, counts should be collected during the following time frames presuming the time period captures the beginning and end times of any congested conditions.

- Morning (7:00 a.m. to 9:00 a.m.)
- Afternoon/evening (4:00 p.m. to 6:00 p.m.)
- Midday and "School-Release" peak hours – If directed by the Lead Agency
- Other peak hours, off-peak, weekend or special event, may also be required depending on the project location and type of use

Count data should be included in the study appendices.

Trip Generation

Local trip generation surveys should be conducted for at least three similar project sites following the methodology contained in the Institute of Transportation Engineers (ITE) Trip Generation Handbook. If locally valid trip generation surveys cannot be conducted, then use of the ITE trip generation rates is allowed but limitations of the data should be fully disclosed especially related to land use context. Trip generation for high truck generating uses such as high cube warehouses, logistics space, etc. shall be determined with local agency input on a case-by-case basis. The proposed trip generation should be listed in the scoping form for review and approval prior to study initiation.

Trip internalization for mixed use developments (if applicable) should be calculated using state of the practice methodologies. At the time of this memorandum, the EPA's mixed-use trip generation (or MXD) methodology or ITE's mixed use trip generation method are the state of the practice and should be approved by the local agency prior to use in any studies. Trip internalization calculations (including gross trips, net trips after internalization, and MXD input assumptions (such as intersection density, TOD assumptions, acres, etc.)) should be documented in the TIA.

For projects that anticipate the generation of significant truck traffic, all truck trips should be converted into passenger car equivalents (PCE) for the demand analysis or the analyst should adjust the heavy vehicle percentage in the capacity assessment appropriately. If PCE's are used for adjustment, it is recommended that the analyst coordinate with the lead agency in developing appropriate PCE values based on heavy vehicle type.

Trip Distribution

The project's trip distribution should be based on expected origin-destination patterns related to the project's land uses. Preferred methods include the use of mobile device data measuring trip distribution for similar sites or land uses (a minimum of three locations) and select zone assignments from RIVTAM and/or RIVCOM. Other data may be used to help refine trip distribution patterns including the relative location of population, commercial, recreational and employment centers; existing peak hour link and turning movement volumes; ADT volumes; proximity to regional transportation corridors; and knowledge of local and regional traffic circulation. A preliminary trip distribution pattern map should be submitted in the scoping form for review and approval by the local agency.

The trip distribution may be further refined, after consultation with the local agency, based on consideration of following factors:

- Type of proposed development
- Location and intensity of development
- Conditions on the roadway network in the vicinity
- Similar land use in the vicinity

- Truck route system
- As directed by the local agency

Trip Forecasts

For Cumulative Conditions, the adopted Riverside County Travel Demand Model should be used to develop future traffic volume forecasts for the cumulative horizon year. Prior to running the model, the Traffic Study preparer should review the land use growth allocations in the study area to verify that the allocations are representative of the available land supply created by previously approved projects, the general plan, and applicable zoning.

Intersection General Plan Consistency Requirements

Consistent with the acceptable LOS in the local agency's General Plan⁴, the local agency considers the following criteria for application in a traffic study to identify infrastructure improvements required to provide acceptable operations. Please note that this analysis will be completed to demonstrate general plan consistency. Specific CEQA thresholds, which are based on VMT requirements, are described later in these guidelines and shall be the sole basis for determining CEQA-related impacts.

Signalized Intersection Operating Requirements

- Any signalized study intersection operating at an acceptable LOS D⁴ or better without project traffic in which the addition of project traffic causes the intersection to degrade to a LOS E or F shall identify improvements to improve operations to LOS D or better.
- Any signalized study intersection that is operating at LOS E or F² without project traffic where the project increases delay by 5.0 or more seconds shall identify improvements to offset the increase in delay.

Unsignalized Intersection General Plan Consistency Requirements

Consistent with the acceptable LOS for the local agency's General Plan, the local agency considers the following unsignalized intersection criteria when identifying operational deficiencies:

An operational improvement would be required if the study determines that either section a) or both sections b) and c) occur:

⁴ These standards are based on the majority of LOS policies in the WRCOG region; the local agency General Plan shall be reviewed to establish the actual LOS goal.

- a) The addition of project related traffic causes the intersection to degrade from an acceptable LOS D⁴ or better to LOS E or F⁴.

OR

- b) The project adds 5.0 seconds or more of delay to an intersection that is already projected to operate without project traffic at a LOS E or F⁴,

AND

- c) The intersection meets the peak hour traffic signal warrant after the addition of project traffic.

If the conditions above are satisfied, improvements should be identified that achieve the following:

- LOS D⁴ or better for case a) above or to pre-project LOS and delay for case b) above.

Roadway Segment General Plan Consistency Requirements

Intersections typically provide the transportation constraint on vehicle capacity. As such, these guidelines focus on the evaluation of intersections. However, in some instances, roadway segment evaluation could be appropriate and may be requested by the Lead Agency.

Consistent with the acceptable LOS for the Lead Agency, the following roadway segment requirements should be considered and improvements recommended if the project exceeds the noted operational goals:

- Any study roadway segment operating at a LOS D⁴ or better without project traffic in which the addition of project traffic causes the segment to degrade to an LOS E or F⁴ should identify improvements to achieve LOS D.
- Any roadway segment that operates unacceptably in the no project scenario where the project adds traffic in excess of 5% of the roadway capacity (e.g. a volume-to-capacity ratio increase of 0.05) should identify improvements to add capacity to the segment.

Site Access, Safety, and Other Analyses

A project's TIA should analyze site access and safety around the project and on adjacent streets. The recommended analyses are summarized below.

Site Access Analysis

The following analyses are recommended to improve the project access circulation and to limit driveways and local street access on arterial streets:

- a) **Intersection Sight Distance** – All on-site intersections, project access driveways or streets to public roadways should provide adequate sight distance. Adequate intersection sight distance should be determined using the Caltrans Highway Design Manual or locally developed standards.
- b) **Driveway Length and Gated Entrance** – Primary project driveways should have a throat of sufficient length to allow vehicles to enter the project area without causing subsequent vehicles to back up into the public street system.
- c) **Limit Driveway Impacts** – Driveways and local streets access on arterial streets should be limited to minimize the impacts on arterial streets. Driveways should be located to maintain a reasonable distance from an adjacent intersection and/or driveway. Whenever possible, driveways should be consolidated with adjacent properties.
- d) **Corner Clearance** – A driveway should be a sufficient distance from a signalized intersection so that right-turn egress movements do not interfere with the right-turn queue at the intersection. In addition, every effort should be made to provide right-turn egress movements with sufficient distance to enter the left-turn pocket at the adjacent intersection.
- e) **Right Turn Lanes at Driveways** – If the project right turn peak hour volume is 50 or more vehicles, a right-turn deceleration lane should be reviewed for appropriateness on all driveways accessing major arterial and secondary streets. The length of right turn lane should be sufficient to allow a vehicle traveling at the posted speed to decelerate before entering the driveway as outlined in the Caltrans Highway Design Manual.
- f) Adequacy of pedestrian facilities to/from the project site providing convenient and direct access for those users.
- g) Bicycle accessibility from nearby bike routes to the project site.
- h) Accessibility from adjacent transit stops to/from the project site providing convenient and direct access for those users.

Traffic Signal Warrant Analysis

A traffic signal warrant analysis should be performed for all unsignalized study intersections for the project opening year (if applicable) and build-out year conditions. Traffic signal warrant analysis should be performed using the latest edition of the California MUTCD. The warrant analysis should be included in the study appendices.

In determining the location of a new traffic signal on an arterial street or approaching an arterial street, traffic progression and simulation analysis may be required using Synchro/SimTraffic software or equivalent at the direction of the local agency.

Improvements for Transportation Impacts

As part of the final acceptance of a TIA, the local agency should review and approve any required improvements and/or fair share contributions necessary to improve the transportation-related deficiencies caused by the proposed development. These should be included as part of the conditions of approval and should be in addition to any improvements required by any other departments. Any transportation improvements based on a transportation study will be in addition to any other fees related to the existing fee programs (unless the needed improvement is already included in an existing fee program (such as TUMF).

Fair share contributions identified in the TIA and subsequently listed in the conditions of approval shall be required before a building permit will be issued. Improvements required in a TIA and subsequently listed in the conditions of approval shall be completed prior to occupancy.

Level of Service Improvements

Improvements for project level impacts should focus on providing operations that offset the project impact (e.g. achieve a “no project” level of service). Improvements could consist of signal timing improvements, lane restriping, or adding new lanes to study facilities.

Cumulative deficiencies should include a fair-share contribution toward achieving acceptable levels of service as noted below. Alternatively, if a cumulative location is included in an existing traffic impact fee program (such as TUMF), payment of those fees would constitute an appropriate contribution.

Finally, the project applicant could revisit the project description in an effort to reduce the project impacts if viable.

For improvements that are needed where the applicant is not solely responsible, a fair share computation should be computed and reported for each such mitigation. The fair share amount should be calculated using the following formula:

$$\text{Fair share percentage} = \frac{\text{project trips}}{\text{project trips} + \text{future development trips}}$$

Trips noted above should correspond to the peak hour where the deficiency occurs for intersection assessment or daily trips for roadway segment impacts. If a project degrades operations during both peak hours, then the analysis should identify the peak hour for fair share assessment that has the highest project burden.



CEQA Assessment - VMT Analysis

A key element of SB 743, signed in 2013, is the elimination of automobile delay and LOS as the sole basis of determining CEQA impacts. The most recent CEQA guidelines, released in December 2018, recommend VMT as the most appropriate measure of project transportation impacts. However, SB 743 does not prevent a city or county from continuing to analyze delay or LOS as part of other plans (i.e., the general plan), studies, or ongoing network monitoring.

The following recommendations assist in determining VMT impact thresholds and mitigation requirements for various land use projects' TIAs.

Analysis Methodology

For purposes of SB 743 compliance, a VMT analysis should be conducted for land use projects as deemed necessary by the Traffic Division and would apply to projects that have the potential to increase the average VMT per service population (e.g. population plus employment) compared to the WRCOG region or the lead agency threshold. Normalizing VMT per service population essentially provides a transportation efficiency metric that the analysis is based on. Using this efficiency metric allows the user to compare the project to the remainder of the unincorporated area for purposes of identifying transportation impacts.

These guidelines are based on the WRCOG Implementation Pathway Study which provides options for both methodologies and VMT screening. The methodologies and significance thresholds presented below are based on WRCOG recommendations from the Implementation Pathway Study; lead agencies may wish to modify these thresholds with alternative thresholds of significance and methodologies as appropriate. Additional information related to the Implementation Pathway Study can be found at <https://www.fehrandpeers.com/wrcog-sb743/>.

Project Screening

There are three types of screening that lead agencies can apply to effectively screen projects from project-level assessment. These screening steps are summarized below:

Step 1: Transit Priority Area (TPA) Screening

Projects located within a TPA⁵ may be presumed to have a less than significant impact absent substantial evidence to the contrary. This presumption may **NOT** be appropriate if the project:

⁵ A TPA is defined as a half mile area around an existing major transit stop or an existing stop along a high quality transit corridor per the definitions below.

Pub. Resources Code, § 21064.3 - 'Major transit stop' means a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.

1. Has a Floor Area Ratio (FAR) of less than 0.75;
2. Includes more parking for use by residents, customers, or employees of the project than required by the jurisdiction (if the jurisdiction requires the project to supply parking);
3. Is inconsistent with the applicable Sustainable Communities Strategy (as determined by the lead agency, with input from the Metropolitan Planning Organization); or
4. Replaces affordable residential units with a smaller number of moderate- or high-income residential units.

Step 2: Low VMT Area Screening

Residential and office projects located within a low VMT-generating area may be presumed to have a less than significant impact absent substantial evidence to the contrary. In addition, other employment-related and mixed-use land use projects may qualify for the use of screening if the project can reasonably be expected to generate VMT per resident, per worker, or per service population that is similar to the existing land uses in the low VMT area.

For this screening in the WRCOG area, the RIVTAM travel forecasting model was used to measure VMT performance for individual jurisdictions and for individual traffic analysis zones (TAZs). TAZs are geographic polygons similar to Census block groups used to represent areas of homogenous travel behavior. Total daily VMT per service population (population plus employment) was estimated for each TAZ. This presumption may not be appropriate if the project land uses would alter the existing built environment in such a way as to increase the rate or length of vehicle trips.

To identify if the project is in a low VMT-generating area, the analyst may review the WRCOG screening tool and apply the appropriate threshold (identified later in this chapter) within the tool. Additionally, as noted above, the analyst must identify if the project is consistent with the existing land use within that TAZ and use professional judgement that there is nothing unique about the project that would otherwise be mis-represented utilizing the data from the travel demand model.

The WRCOG screening tool can be accessed at the following location:

<http://gis.fehrandpeers.com/WRCOGVMT/>

Step 3: Project Type Screening

Local serving retail projects less than 50,000 square feet may be presumed to have a less than significant impact absent substantial evidence to the contrary. Local serving retail generally improves the convenience of shopping close to home and has the effect of reducing vehicle travel.

Pub. Resources Code, § 21155 - For purposes of this section, a 'high-quality transit corridor' means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.

In addition to local serving retail, the following uses can also be presumed to have a less than significant impact absent substantial evidence to the contrary as their uses are local serving in nature:

- Local-serving K-12 schools
- Local parks
- Day care centers
- Local-serving gas stations
- Local-serving banks
- Local-serving hotels (e.g. non-destination hotels)
- Student housing projects
- Local serving community colleges that are consistent with the assumptions noted in the RTP/SCS
- Projects generating less than 110 daily vehicle trips⁶
 - This generally corresponds to the following “typical” development potentials:
 - 11 single family housing units
 - 16 multi-family, condominiums, or townhouse housing units
 - 10,000 sq. ft. of office
 - 15,000 sq. ft. of light industrial⁷
 - 63,000 sq. ft. of warehousing⁷
 - 79,000 sq. ft. of high cube transload and short-term storage warehouse⁷

VMT Assessment for Non-Screened Development

Projects not screened through the steps above should complete VMT analysis and forecasting through the RIVCOM model (once complete) or RIVTAM model to determine if they have a significant VMT impact. This analysis should include ‘project generated VMT’ and ‘project effect on VMT’ estimates for the project TAZ (or TAZs) under the following scenarios:

⁶ This threshold ties directly to the OPR technical advisory and notes that CEQA provides a categorical exemption for existing facilities, including additions to existing structures of up to 10,000 square feet, so long as the project is in an area where public infrastructure is available to allow for maximum planned development and the project is not in an environmentally sensitive area. (CEQA Guidelines, § 15301, subd. (e)(2).) Typical project types for which trip generation increases relatively linearly with building footprint (i.e., general office building, single tenant office building, office park, and business park) generate or attract an additional 110-124 trips per 10,000 square feet. Therefore, absent substantial evidence otherwise, it is reasonable to conclude that the addition of 110 or fewer trips could be considered not to lead to a significant impact.

⁷ Threshold may be higher depending on the tenant and the use of the site. This number was estimated using rates from ITE’s Trip Generation Manual.

- Baseline conditions - This data is already available in the web screening map.
- Baseline plus project for the project - The project land use would be added to the project TAZ or a separate TAZ would be created to contain the project land uses. A full base year model run would be performed and VMT changes would be isolated for the project TAZ and across the full model network. The model output must include reasonableness checks of the production and attraction balancing to ensure the project effect is accurately captured. If this scenario results in a less-than-significant impact, then additional cumulative scenario analysis may not be required (more information about this outcome can be found in the Thresholds Evaluation discussion later in this chapter).
- Cumulative no project - This data is available from WRCOG.
- Cumulative plus project - The project land use would either be added to the project TAZ or a separate TAZ would be created to contain the project land uses. The addition of project land uses should be accompanied by a reallocation of a similar amount of land use from other TAZs; especially if the proposed project is significant in size such that it would change other future developments. Land use projects will generally not change the cumulative no project control totals for population and employment growth. Instead, they will influence the land use supply through changes in general plan land use designations and zoning. If project land uses are simply added to the cumulative no project scenario, then the analysis should reflect this limitation in the methodology and acknowledge that the analysis may overestimate the project's effect on VMT.

The model output should include total VMT, which includes all vehicle trips and trip purposes, and VMT per service population (population plus employment). Total VMT (by speed bin) is needed as an input for air quality, greenhouse gas (GHG), and energy impact analysis while total VMT per service population is recommended for transportation impact analysis⁸.

Both "plus project" scenarios noted above will summarize two types of VMT: (1) project generated VMT per service population and comparing it back to the appropriate benchmark noted in the thresholds of significance, and (2) the project effect on VMT, comparing how the project changes VMT on the network looking at Citywide VMT per service population or a subregional VMT per service population and comparing it to the no project condition.

Project-generated VMT shall be extracted from the travel demand forecasting model using the origin-destination trip matrix and shall multiply that matrix by the final assignment skims. The project-effect on VMT shall be estimated using a subregional boundary (such as a City limit or

⁸ This assumes that the lead agency will use VMT per service population for its impact threshold. If a lead agency decides to isolate VMT by trip purpose, then the lead agency would need to update this section of the recommended guidelines.

WRCOG TUMF Zone boundary) and extracting the total link-level VMT for both the no project and with project condition.

A detailed description of this process is attached to these guidelines.

CEQA VMT Impact Thresholds

The WRCOG Implementation Pathway Study provided several options related to VMT thresholds of significance and guidance/substantial evidence related to thresholds of significance. Lead agencies should refer to that document for guidance/options.

VMT Impacts

An example of how VMT thresholds would be applied to determine potential VMT impacts is provided below.

A project would result in a significant project-generated VMT impact if either of the following conditions are satisfied:

1. The baseline project-generated VMT per service population exceeds the lead agency's baseline VMT per service population (note, for more efficient cities in the WRCOG region, the lead agency could compare itself to the WRCOG regional average instead), or
2. The cumulative project-generated VMT per service population exceeds the lead agency's baseline VMT per service population (note, for more efficient cities in the WRCOG region, the lead agency could compare itself to the WRCOG regional average instead).

The project's effect on VMT would be considered significant if it resulted in either of the following conditions to be satisfied:

1. The baseline link-level boundary VMT per service population (City or subregional boundary) to increase under the plus project condition compared to the no project condition), or
2. The cumulative link-level boundary VMT per service population (City or subregional boundary) to increase under the plus project condition compared to the no project condition).

Please note that the cumulative no project shall reflect the adopted Regional Transportation Plan/Sustainable Communities Strategy; as such, if a project is consistent with the regional RTP/SCS, then the cumulative impacts shall be considered less than significant subject to consideration of other substantial evidence

VMT Mitigation Measures

To mitigate VMT impacts, the following choices are available to the applicant:

1. Modify the project's built environment characteristics to reduce VMT generated by the project
2. Implement transportation Demand Management (TDM) measures to reduce VMT generated by the project.
3. Participate in a VMT fee program and/or VMT mitigation exchange/banking program (if they exist) to reduce VMT from the project or other land uses to achieve acceptable levels

As part of the WRCOG Implementation Pathway Study, key TDM measures that are appropriate to the region were identified and can be accessed at the following location,

<https://www.fehrandpeers.com/wp-content/uploads/2019/03/TDM-Strategies-Evaluation.pdf>

Measures appropriate for most of the WRCOG region are summarized in Attachment B of the TDM Strategies Evaluation Memorandum. Evaluation of VMT reductions should be evaluated using state-of-the-practice methodologies recognizing that many of the TDM strategies are dependent on building tenant performance over time. As such, actual VMT reduction cannot be reliably predicted and monitoring may be necessary to gauge performance related to mitigation expectations.

CEQA Assessment - Active Transportation and Public Transit Analysis

Potential impacts to public transit, pedestrian facilities and travel, and bicycle facilities and travel can be evaluated using the following criteria.

- A significant impact occurs if the project conflicts with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decreases the performance or safety of such facilities.

Therefore, the TIA should include analysis of a project to examine if it is inconsistent with adopted policies, plans, or programs regarding active transportation or public transit facilities, or otherwise decreases the performance or safety of such facilities and make a determination as to whether it has the potential to conflict with existing or proposed facilities supporting these travel modes.

Transportation Impact Study Format

The recommended TIA format is as follows:

1. Executive Summary
 - a. Table summarizing significant impacts and mitigation measures
2. Introduction
 - a. Purpose of the TIA and study objective
 - b. Project location and vicinity map (Exhibit)
 - c. Project size and description
 - d. Existing and proposed land use and zoning
 - e. Site plan and proposed project (Exhibit)
 - f. Proposed project opening year and analysis scenarios
3. Methodology and Impact Thresholds
4. Existing Conditions
 - a. Existing roadway network
 - b. Existing traffic control and intersection geometrics (Exhibit)
 - c. Existing traffic volumes – AM and PM peak hour and ADT (Exhibit)
 - d. Existing level of service (LOS) at intersections (Table)
 - e. Existing bicycle facilities (Exhibit)
 - f. Existing transit facilities (Exhibit)
 - g. Existing pedestrian facilities
5. Project Traffic
 - a. Trip generation (Table)
 - b. Trip distribution and assignment (Exhibit)
 - c. Project peak hour turning movements and ADT (Exhibit)
6. Background Conditions (Opening Year) Analysis
 - a. No Project analysis
 - i. Committed (funded) roadway improvements
 - ii. Approved project trip generation (Table, if required)
 - iii. Approved project trip assignment and distribution (Exhibit, if required)
 - iv. Peak turning movement and ADT (Exhibit)
 - v. Intersection level of service (Table)
 - vi. Roadway segment level of service (Table)
 - b. Plus Project analysis
 - i. Plus Project peak turning movement and ADT (Exhibit)
 - ii. Intersection level of service (Table)
 - iii. Roadway segment level of service (Table)

- iv. Identification of intersection and roadway segment deficiencies
- 7. Cumulative Year Analysis
 - a. No Project analysis
 - i. Committed (funded) roadway improvements
 - ii. Pending projects and verification of how they are included in the travel demand forecasting model
 - iii. Cumulative Year peak turning movement and ADT (Exhibit)
 - iv. Intersection level of service (Table)
 - v. Roadway segment level of service (Table)
 - b. Plus Project Analysis
 - i. Plus Project peak turning movement and ADT (Exhibit)
 - ii. Intersection level of service (Table)
 - iii. Roadway segment level of service (Table)
 - iv. Identification of intersection and roadway segment deficiencies
- 8. Traffic Signal Warrant Analysis
- 9. Site Access Analysis
- 10. Safety and Operation Improvement Analysis
- 11. Active Transportation and Public Transit Analysis
- 12. Improvements and Recommendations
 - a. Proposed improvements at intersections
 - b. Proposed improvements at roadway segments
 - c. Recommended Improvements categorized by whether they are included in fee plan or not. (Identify if these improvements are included in an adopted fee program)
- 13. Vehicle Miles Traveled (VMT) Analysis
 - a. Project VMT per person/employee for all analysis scenarios
 - b. Project effect on VMT for all analysis scenarios
 - c. Identification of VMT impacts
 - d. Proposed VMT Mitigation Measures
- 14. Appendix
 - a. Approved scope of work
 - b. Traffic counts
 - c. Intersection analysis worksheets
 - d. VMT and TDM calculations
 - e. VMT and TDM mitigation calculations
 - f. Signal warrant worksheets

Attachments

Project Scoping Form

This scoping form shall be submitted to the Lead Agency to assist in identifying infrastructure improvements that may be required to support traffic from the proposed project.

Project Identification:

Case Number:	
Related Cases:	
SP No.	
EIR No.	
GPA No.	
CZ No.	
Project Name:	
Project Address:	
Project Opening Year:	
Project Description:	

	Consultant:	Developer:
Name:		
Address:		
Telephone:		
Fax/Email:		

Trip Generation Information:

Trip Generation Data Source: _____

Current General Plan Land Use: _____ Proposed General Plan Land Use: _____

Current Zoning: _____ Proposed Zoning: _____

	Existing Trip Generation			Proposed Trip Generation		
	In	Out	Total	In	Out	Total
AM Trips						
PM Trips						

Trip Internalization: Yes No (_____ % Trip Discount)

Pass-By Allowance: Yes No (_____ % Trip Discount)

Potential Screening Checks

Is your project screened from specific analyses (see Page 11 of the guidelines related to LOS assessment and Pages 24-26).

Is the project screened from LOS assessment? Yes No

LOS screening justification (see Page 11 of the guidelines): _____

Is the project screened from VMT assessment? Yes No

VMT screening justification (see Pages 24-26 of the guidelines): _____

Level of Service Scoping

- Proposed Trip Distribution (Attach Graphic for Detailed Distribution):

North	South	East	West
%	%	%	%

- Attach list of Approved and Pending Projects that need to be considered (provided by the lead agency and adjacent agencies)
- Attach list of study intersections/roadway segments
- Attach site plan
- Note other specific items to be addressed:
 - Site access
 - On-site circulation
 - Parking
 - Consistency with Plans supporting Bikes/Peds/Transit
 - Other _____
- Date of Traffic Counts _____
- Attach proposed analysis scenarios (years plus proposed forecasting approach)
- Attach proposed phasing approach (if the project is phased)

VMT Scoping

For projects that are not screened, identify the following:

- Travel Demand Forecasting Model Used _____
- Attach WRCOG Screening VMT Assessment output or describe why it is not appropriate for use
- Attach proposed Model Land Use Inputs and Assumed Conversion Factors (attach)

Detailed VMT Forecasting Information

Most trip-based models generate daily person trip-ends for each TAZ across various trip purposes (Home-Based Work (HBW), Home-Based Other (HBO), and Non-Home Based (NHB), for example) based on population, household, and employment variables. This may create challenges for complying with the VMT guidance because trip generation is not directly tied to specific land use categories. The following methodology addresses this particular challenge among others.

Production and attraction trip-ends are separately calculated for each zone, and, generally, production trip-ends are generated by residential land uses and attraction trip-ends are generated by non-residential land uses. OPR's guidance addresses residential, office, and retail land uses. Focusing on residential and office land uses, the first step to forecasting VMT requires translating the land use into model terms, the closest approximations are:

- Residential: home-based production trips
- Office: home-based work attraction trips

Note that this excludes all non-home-based trips including work-based other and other-based other trips.

The challenges with computing VMT for these two types of trips in a trip-based model are 1) production and attraction trip-ends are not distinguishable after the PA to OD conversion process and 2) trip purposes are not maintained after the mode choice step. For these reasons, it not possible to use the VMT results from the standard vehicle assignment (even using a select zone re-assignment). A separate post-process must be developed to re-estimate VMT for each zone that includes trip-end types and trip purposes. Two potential approaches to tackle this problem are described below.

Quick and Easy

This approach uses standard model output files and requires minimal custom calculations. It is based on a regional MPO trip-based model with peak (PK) and off-peak (OP) skims and person trip production-attraction (PA) matrices.

- Calculate custom vehicle trip PA matrices from PK and OP person trip matrices
 - Keep trip purposes and modes separate
 - Use average vehicle occupancy rates for drive-alone and shared ride trips
- Use the final congested drive-alone PK and OP skim matrices to estimate trip length between zones
- Multiply the skim matrices by vehicle trip matrices to estimate VMT
- Sum the PK and OP results to estimate daily VMT and aggregate mode trip purpose and mode
- Calculate automobile VMT for individual TAZs using marginal totals:
 - Residential (home-based) - row total

- Office (home-based work) - column total

Detailed and Complicated

The quick and easy process described above simplifies the approach but does not account for different congestion patterns throughout the day (AM, MD, PM, and NT), the direction of travel (all productions are origins and all attractions are destinations), or the benefits of exclusive lanes (HOV or HOT lanes). This more detailed approach attempts to address these limitations and better estimate the VMT produced by the vehicle assignment model.

- Re-skim final loaded congested networks for each mode and time period
- Run a custom PA to OD process that replicates actual model steps, but:
 - Keeps departure and return trips separate
 - Keeps trip purpose and mode separate
 - Converts person trips to vehicle trips based on auto occupancy rates and isolates automobile trips
 - Factors vehicle trips into assignment time periods
- Multiply appropriate distance skim matrices by custom OD matrices to estimate VMT
- Sum matrices by time period, mode, and trip purpose to calculate daily automobile VMT
- Calculate automobile VMT for individual TAZs using marginal totals:
 - Residential (home-based) - row of departure matrix plus column of return matrix
 - Office (home-based work) - column of departure matrix plus row of return matrix

Appropriateness Checks

Regardless of which method is used, the number of vehicle trips from the custom PA to OD process and the total VMT should match as closely as possible with the results from the traditional model process. The estimated results should be checked against the results from a full model run to understand the degree of accuracy. Note that depending on how each model is setup, these custom processes may or may not include IX/XI trips, truck trips, or special generator trips (airport, seaport, stadium, etc.).

When calculating VMT for comparison at the study area, citywide, or regional geography, the same methodology that was used to estimate project-specific VMT should be used. The VMT for these comparisons can be easily calculated by aggregating the row or column totals for all zones that are within the desired geography.

Senate Bill No. 743

CHAPTER 386

An act to amend Sections 65088.1 and 65088.4 of the Government Code, and to amend Sections 21181, 21183, 21186, 21187, 21189.1, and 21189.3 of, to add Section 21155.4 to, to add Chapter 2.7 (commencing with Section 21099) to Division 13 of, to add and repeal Section 21168.6.6 of, and to repeal and add Section 21185 of, the Public Resources Code, relating to environmental quality.

[Approved by Governor September 27, 2013. Filed with
Secretary of State September 27, 2013.]

LEGISLATIVE COUNSEL'S DIGEST

SB 743, Steinberg. Environmental quality: transit oriented infill projects, judicial review streamlining for environmental leadership development projects, and entertainment and sports center in the City of Sacramento.

(1) The Jobs and Economic Improvement Through Environmental Leadership Act of 2011 requires a party bringing an action or proceeding alleging that a lead agency's approval of a project certified by the Governor as an environmental leadership development project is in violation of the California Environmental Quality Act to file the action or proceeding with the Court of Appeal with geographic jurisdiction over the project and requires the Court of Appeal to issue its decision within 175 days of the filing of the petition. The Jobs and Economic Improvement Through Environmental Leadership Act of 2011 requires the lead agency to concurrently prepare the record of proceeding for the leadership project with the review and consideration of the project. The Jobs and Economic Improvement Through Environmental Leadership Act of 2011 provides that the above provision does not apply to a project for which a lead agency fails to certify an environmental impact report on or before June 1, 2014. The Jobs and Economic Improvement Through Environmental Leadership Act of 2011 is repealed by its own terms on January 1, 2015.

This bill would instead require the Judicial Council, on or before July 1, 2014, to adopt a rule of court to establish procedures applicable to actions or proceedings seeking judicial review of a public agency's action in certifying the environmental impact report and in granting project approval that requires the actions or proceedings, including any appeals therefrom, be resolved, within 270 days of the certification of the record of proceedings. The bill would extend the operation of the judicial review procedures unless the lead agency fails to certify an environmental impact report for an environmental leadership project on or before January 1, 2016. The bill would provide that the above provisions do not apply to a project if the Governor does not certify the project as an environmental leadership

development project prior to January 1, 2016. Because this bill would extend the time period for which a lead agency would be required to concurrently prepare the record of proceeding with the review and consideration of the environmental leadership development projects, this bill would impose a state-mandated local program. The bill would require the lead agency, within 10 days of the Governor's certification, to issue, at the applicant's expense, a specified public notice, thereby imposing a state-mandated local program. The bill would repeal the Jobs and Economic Improvement Through Environmental Leadership Act of 2011 on January 1, 2017.

(2) The California Environmental Quality Act, commonly known as CEQA, requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. CEQA establishes a procedure by which a person may seek judicial review of the decision of the lead agency made pursuant to CEQA.

This bill would provide that aesthetic and parking impacts of a residential, mixed-use residential, or employment center project, as defined, on an infill site, as defined, within a transit priority area, as defined, shall not be considered significant impacts on the environment. The bill would require the Office of Planning and Research to prepare and submit to the Secretary of the Natural Resources Agency, and the secretary to certify and adopt, revisions to the guidelines for the implementation of CEQA establishing criteria for determining the significance of transportation impacts of projects within transit priority areas.

This bill would, except for specified circumstances, exempt from CEQA residential, employment center, and mixed-use development projects meeting specified criteria. Because a lead agency would be required to determine the applicability of this exemption, this bill would impose a state-mandated local program.

This bill would require the public agency, in certifying the environmental impact report and in granting approvals for a specified entertainment and sports center project located in the City of Sacramento, including the concurrent preparation of the record of proceedings and the certification of the record of proceeding within 5 days of the filing of a specified notice, to comply with specified procedures. Because a public agency would be required to comply with those new procedures, this bill would impose a state-mandated local program. The bill would require the Judicial Council, on or before July 1, 2014, to adopt a rule of court to establish procedures applicable to actions or proceedings seeking judicial review of a public agency's action in certifying the environmental impact report and in granting project approval that requires the actions or proceedings, including any

appeals therefrom, be resolved, to the extent feasible, within 270 days of the certification of the record of proceedings. The bill would provide that the above provisions are inoperative and repealed on January 1 of the following year if the applicant fails to notify the lead agency before the release of the draft environmental impact report for public comment that the applicant is electing to proceed pursuant to the above provisions.

(3) Existing law requires the development, adoption, and updating of a congestion management program for each county that includes an urbanized area, as defined. The plan is required to contain specified elements and to be submitted to regional agencies, as defined, for determination of whether the program is consistent with regional transportation plans. The regional agency is then directed to monitor the implementation of all elements of each congestion management program. The required elements include traffic level of service standards for a system of designated highways and roadways. Existing law defines “infill opportunity zone” for purposes of the above-described provisions and exempts streets and highways in an infill opportunity zone from the level of service standards specified in the above-described provisions and instead requires alternate level of service standards to be applied. Existing law prohibits a city or county from designating an infill opportunity zone after December 31, 2009.

This bill would revise the definition of “infill opportunity zone,” as specified. The bill would authorize the designation of an infill opportunity zone that is a transit priority area within a sustainable communities strategy or alternative planning strategy adopted by an applicable metropolitan planning organization.

(4) Existing law terminates the designation of an infill opportunity zone if no development project is completed within that zone within 4 years from the date of the designation.

This bill would repeal this provision.

This bill would make findings and declarations as to the necessity of a special statute for the City of Sacramento.

(5) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. (a) The Legislature finds and declares the following:

(1) With the adoption of Chapter 728 of the Statutes of 2008, popularly known as the Sustainable Communities and Climate Protection Act of 2008, the Legislature signaled its commitment to encouraging land use and transportation planning decisions and investments that reduce vehicle miles traveled and contribute to the reductions in greenhouse gas emissions required in the California Global Warming Solutions Act of 2006 (Division

25.5 (commencing with Section 38500) of the Health and Safety Code). Similarly, the California Complete Streets Act of 2008 (Chapter 657 of the Statutes of 2008) requires local governments to plan for a balanced, multimodal transportation network that meets the needs of all users of streets, roads, and highways for safe and convenient travel.

(2) Transportation analyses under the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) typically study changes in automobile delay. New methodologies under the California Environmental Quality Act are needed for evaluating transportation impacts that are better able to promote the state's goals of reducing greenhouse gas emissions and traffic-related air pollution, promoting the development of a multimodal transportation system, and providing clean, efficient access to destinations.

(b) It is the intent of the Legislature to do both of the following:

(1) Ensure that the environmental impacts of traffic, such as noise, air pollution, and safety concerns, continue to be properly addressed and mitigated through the California Environmental Quality Act.

(2) More appropriately balance the needs of congestion management with statewide goals related to infill development, promotion of public health through active transportation, and reduction of greenhouse gas emissions.

SEC. 2. The Legislature further finds and declares all of the following:

(a) The Federal Reserve has stated that “[m]ost policymakers estimate the longer-run normal rate of unemployment is between 5.2 and 6 percent.” At 7.6 percent, the current United States unemployment rate remains markedly higher than the normal rate and both the unemployment rates in Sacramento County and California are higher than the current national unemployment rate.

(b) The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) requires that the environmental impacts of development projects be identified and mitigated. The act also guarantees the public an opportunity to review and comment on the environmental impacts of a project and to participate meaningfully in the development of mitigation measures for potentially significant environmental impacts.

(c) The existing home of the City of Sacramento's National Basketball Association (NBA) team, the Sleep Train Arena, is an old and outmoded facility located outside of the City of Sacramento's downtown area and is not serviced by the region's existing heavy and light rail transportation networks. It was constructed 25 years ago and a new, more efficient entertainment and sports center located in downtown Sacramento is needed to meet the city's and region's needs.

(d) The City of Sacramento and the region would greatly benefit from the addition of a multipurpose event center capable of hosting a wide range of events including exhibitions, conventions, sporting events, as well as musical, artistic, and cultural events in downtown Sacramento.

(e) The proposed entertainment and sports center project is a public-private partnership between the City of Sacramento and the applicant that will result in the construction of a new state-of-the-art multipurpose event center, and surrounding infill development in downtown Sacramento as described in the notice of preparation released by the City of Sacramento on April 12, 2013.

(f) The project will generate over 4,000 full-time jobs including employees hired both during construction and operation of the entertainment and sports center project. This employment estimate does not include the substantial job generation that will occur with the surrounding development uses, which will generate additional hospitality, office, restaurant, and retail jobs in Sacramento’s downtown area.

(g) The project also presents an unprecedented opportunity to implement innovative measures that will significantly reduce traffic and air quality impacts and mitigate the greenhouse gas emissions resulting from the project. The project site is located in downtown Sacramento near heavy and light rail transit facilities, situated to maximize opportunities to encourage nonautomobile modes of travel to the entertainment and sports center project, and is consistent with the policies and regional vision included in the Sustainable Communities Strategy adopted pursuant to Chapter 728 of the Statutes of 2008 by the Sacramento Area Council of Governments in April of 2012. The project is also located within close proximity to three major infill development areas including projects (The Bridge District, Railyards, and Township Nine) that received infill infrastructure grants from the state pursuant to Proposition 1C.

(h) It is in the interest of the state to expedite judicial review of the entertainment and sports center project, as appropriate, while protecting the environment and the right of the public to review, comment on, and, if necessary, seek judicial review of, the adequacy of the environmental impact report for the project.

SEC. 3. Section 65088.1 of the Government Code is amended to read:

65088.1. As used in this chapter the following terms have the following meanings:

(a) Unless the context requires otherwise, “agency” means the agency responsible for the preparation and adoption of the congestion management program.

(b) “Bus rapid transit corridor” means a bus service that includes at least four of the following attributes:

- (1) Coordination with land use planning.
- (2) Exclusive right-of-way.
- (3) Improved passenger boarding facilities.
- (4) Limited stops.
- (5) Passenger boarding at the same height as the bus.
- (6) Prepaid fares.
- (7) Real-time passenger information.
- (8) Traffic priority at intersections.
- (9) Signal priority.

- (10) Unique vehicles.
- (c) “Commission” means the California Transportation Commission.
- (d) “Department” means the Department of Transportation.
- (e) “Infill opportunity zone” means a specific area designated by a city or county, pursuant to subdivision (c) of Section 65088.4, that is within one-half mile of a major transit stop or high-quality transit corridor included in a regional transportation plan. A major transit stop is as defined in Section 21064.3 of the Public Resources Code, except that, for purposes of this section, it also includes major transit stops that are included in the applicable regional transportation plan. For purposes of this section, a high-quality transit corridor means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.
- (f) “Interregional travel” means any trips that originate outside the boundary of the agency. A “trip” means a one-direction vehicle movement. The origin of any trip is the starting point of that trip. A roundtrip consists of two individual trips.
- (g) “Level of service standard” is a threshold that defines a deficiency on the congestion management program highway and roadway system which requires the preparation of a deficiency plan. It is the intent of the Legislature that the agency shall use all elements of the program to implement strategies and actions that avoid the creation of deficiencies and to improve multimodal mobility.
- (h) “Local jurisdiction” means a city, a county, or a city and county.
- (i) “Multimodal” means the utilization of all available modes of travel that enhance the movement of people and goods, including, but not limited to, highway, transit, nonmotorized, and demand management strategies including, but not limited to, telecommuting. The availability and practicality of specific multimodal systems, projects, and strategies may vary by county and region in accordance with the size and complexity of different urbanized areas.
- (j) (1) “Parking cash-out program” means an employer-funded program under which an employer offers to provide a cash allowance to an employee equivalent to the parking subsidy that the employer would otherwise pay to provide the employee with a parking space. “Parking subsidy” means the difference between the out-of-pocket amount paid by an employer on a regular basis in order to secure the availability of an employee parking space not owned by the employer and the price, if any, charged to an employee for use of that space.
- (2) A parking cash-out program may include a requirement that employee participants certify that they will comply with guidelines established by the employer designed to avoid neighborhood parking problems, with a provision that employees not complying with the guidelines will no longer be eligible for the parking cash-out program.
- (k) “Performance measure” is an analytical planning tool that is used to quantitatively evaluate transportation improvements and to assist in determining effective implementation actions, considering all modes and

strategies. Use of a performance measure as part of the program does not trigger the requirement for the preparation of deficiency plans.

(l) “Urbanized area” has the same meaning as is defined in the 1990 federal census for urbanized areas of more than 50,000 population.

(m) Unless the context requires otherwise, “regional agency” means the agency responsible for preparation of the regional transportation improvement program.

SEC. 4. Section 65088.4 of the Government Code is amended to read:

65088.4. (a) It is the intent of the Legislature to balance the need for level of service standards for traffic with the need to build infill housing and mixed use commercial developments within walking distance of mass transit facilities, downtowns, and town centers and to provide greater flexibility to local governments to balance these sometimes competing needs.

(b) Notwithstanding any other provision of law, level of service standards described in Section 65089 shall not apply to the streets and highways within an infill opportunity zone.

(c) The city or county may designate an infill opportunity zone by adopting a resolution after determining that the infill opportunity zone is consistent with the general plan and any applicable specific plan, and is a transit priority area within a sustainable communities strategy or alternative planning strategy adopted by the applicable metropolitan planning organization.

SEC. 5. Chapter 2.7 (commencing with Section 21099) is added to Division 13 of the Public Resources Code, to read:

CHAPTER 2.7. MODERNIZATION OF TRANSPORTATION ANALYSIS FOR TRANSIT-ORIENTED INFILL PROJECTS

21099. (a) For purposes of this section, the following terms mean the following:

(1) “Employment center project” means a project located on property zoned for commercial uses with a floor area ratio of no less than 0.75 and that is located within a transit priority area.

(2) “Floor area ratio” means the ratio of gross building area of the development, excluding structured parking areas, proposed for the project divided by the net lot area.

(3) “Gross building area” means the sum of all finished areas of all floors of a building included within the outside faces of its exterior walls.

(4) “Infill site” means a lot located within an urban area that has been previously developed, or on a vacant site where at least 75 percent of the perimeter of the site adjoins, or is separated only by an improved public right-of-way from, parcels that are developed with qualified urban uses.

(5) “Lot” means all parcels utilized by the project.

(6) “Net lot area” means the area of a lot, excluding publicly dedicated land and private streets that meet local standards, and other public use areas as determined by the local land use authority.

(7) “Transit priority area” means an area within one-half mile of a major transit stop that is existing or planned, if the planned stop is scheduled to be completed within the planning horizon included in a Transportation Improvement Program adopted pursuant to Section 450.216 or 450.322 of Title 23 of the Code of Federal Regulations.

(b) (1) The Office of Planning and Research shall prepare, develop, and transmit to the Secretary of the Natural Resources Agency for certification and adoption proposed revisions to the guidelines adopted pursuant to Section 21083 establishing criteria for determining the significance of transportation impacts of projects within transit priority areas. Those criteria shall promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses. In developing the criteria, the office shall recommend potential metrics to measure transportation impacts that may include, but are not limited to, vehicle miles traveled, vehicle miles traveled per capita, automobile trip generation rates, or automobile trips generated. The office may also establish criteria for models used to analyze transportation impacts to ensure the models are accurate, reliable, and consistent with the intent of this section.

(2) Upon certification of the guidelines by the Secretary of the Natural Resources Agency pursuant to this section, automobile delay, as described solely by level of service or similar measures of vehicular capacity or traffic congestion shall not be considered a significant impact on the environment pursuant to this division, except in locations specifically identified in the guidelines, if any.

(3) This subdivision does not relieve a public agency of the requirement to analyze a project’s potentially significant transportation impacts related to air quality, noise, safety, or any other impact associated with transportation. The methodology established by these guidelines shall not create a presumption that a project will not result in significant impacts related to air quality, noise, safety, or any other impact associated with transportation. Notwithstanding the foregoing, the adequacy of parking for a project shall not support a finding of significance pursuant to this section.

(4) This subdivision does not preclude the application of local general plan policies, zoning codes, conditions of approval, thresholds, or any other planning requirements pursuant to the police power or any other authority.

(5) On or before July 1, 2014, the Office of Planning and Research shall circulate a draft revision prepared pursuant to paragraph (1).

(c) (1) The Office of Planning and Research may adopt guidelines pursuant to Section 21083 establishing alternative metrics to the metrics used for traffic levels of service for transportation impacts outside transit priority areas. The alternative metrics may include the retention of traffic levels of service, where appropriate and as determined by the office.

(2) This subdivision shall not affect the standard of review that would apply to the new guidelines adopted pursuant to this section.

(d) (1) Aesthetic and parking impacts of a residential, mixed-use residential, or employment center project on an infill site within a transit priority area shall not be considered significant impacts on the environment.

(2) (A) This subdivision does not affect, change, or modify the authority of a lead agency to consider aesthetic impacts pursuant to local design review ordinances or other discretionary powers provided by other laws or policies.

(B) For the purposes of this subdivision, aesthetic impacts do not include impacts on historical or cultural resources.

(e) This section does not affect the authority of a public agency to establish or adopt thresholds of significance that are more protective of the environment.

SEC. 6. Section 21155.4 is added to the Public Resources Code, to read:

21155.4. (a) Except as provided in subdivision (b), a residential, employment center, as defined in paragraph (1) of subdivision (a) of Section 21099, or mixed-use development project, including any subdivision, or any zoning, change that meets all of the following criteria is exempt from the requirements of this division:

(1) The project is proposed within a transit priority area, as defined in subdivision (a) of Section 21099.

(2) The project is undertaken to implement and is consistent with a specific plan for which an environmental impact report has been certified.

(3) The project is consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in either a sustainable communities strategy or an alternative planning strategy for which the State Air Resources Board, pursuant to subparagraph (H) of paragraph (2) of subdivision (b) of Section 65080 of the Government Code, has accepted a metropolitan planning organization’s determination that the sustainable communities strategy or the alternative planning strategy would, if implemented, achieve the greenhouse gas emissions reduction targets.

(b) Further environmental review shall be conducted only if any of the events specified in Section 21166 have occurred.

SEC. 7. Section 21168.6.6 is added to the Public Resources Code, to read:

21168.6.6. (a) For the purposes of this section, the following definitions shall have the following meanings:

(1) “Applicant” means a private entity or its affiliates that proposes the project and its successors, heirs, and assignees.

(2) “City” means the City of Sacramento.

(3) “Downtown arena” means the following components of the entertainment and sports center project from demolition and site preparation through operation:

(A) An arena facility that will become the new home to the City of Sacramento’s National Basketball Association (NBA) team that does both of the following:

(i) Receives Leadership in Energy and Environmental Design (LEED) gold certification for new construction within one year of completion of the first NBA season.

(ii) Minimizes operational traffic congestion and air quality impacts through either or both project design and the implementation of feasible mitigation measures that will do all of the following:

(I) Achieve and maintain carbon neutrality or better by reducing to at least zero the net emissions of greenhouse gases, as defined in subdivision (g) of Section 38505 of the Health and Safety Code, from private automobile trips to the downtown arena as compared to the baseline as verified by the Sacramento Metropolitan Air Quality Management District.

(II) Achieve a per attendee reduction in greenhouse gas emissions from automobiles and light trucks compared to per attendee greenhouse gas emissions associated with the existing arena during the 2012–13 NBA season that will exceed the carbon reduction targets for 2020 and 2035 achieved in the sustainable communities strategy prepared by the Sacramento Area Council of Governments for the Sacramento region pursuant to Chapter 728 of the Statutes of 2008.

(III) Achieve and maintain vehicle-miles-traveled per attendee for NBA events at the downtown arena that is no more than 85 percent of the baseline.

(B) Associated public spaces.

(C) Facilities and infrastructure for ingress, egress, and use of the arena facility.

(4) “Entertainment and sports center project” or “project” means a project that substantially conforms to the project description for the entertainment and sports center project set forth in the notice of preparation released by the City of Sacramento on April 12, 2013.

(b) (1) The city may prosecute an eminent domain action for 545 and 600 K Street, Sacramento, California, and surrounding publicly accessible areas and rights-of-way within 200 feet of 600 K Street, Sacramento, California, through order of possession pursuant to the Eminent Domain Law (Title 7 (commencing with Section 1230.010) of Part 3 of the Code of Civil Procedure) prior to completing the environmental review under this division.

(2) Paragraph (1) shall not apply to any other eminent domain actions prosecuted by the City of Sacramento or to eminent domain actions based on a finding of blight.

(c) Notwithstanding any other law, the procedures established pursuant to subdivision (d) shall apply to an action or proceeding brought to attack, review, set aside, void, or annul the certification of the environmental impact report for the project or the granting of any project approvals.

(d) On or before July 1, 2014, the Judicial Council shall adopt a rule of court to establish procedures applicable to actions or proceedings brought to attack, review, set aside, void, or annul the certification of the environmental impact report for the project or the granting of any project approvals that require the actions or proceedings, including any potential appeals therefrom, be resolved, to the extent feasible, within 270 days of certification of the record of proceedings pursuant to subdivision (f).

(e) (1) The draft and final environmental impact report shall include a notice in not less than 12-point type stating the following:

THIS EIR IS SUBJECT TO SECTION 21168.6.6 OF THE PUBLIC RESOURCES CODE, WHICH PROVIDES, AMONG OTHER THINGS, THAT THE LEAD AGENCY NEED NOT CONSIDER CERTAIN COMMENTS FILED AFTER THE CLOSE OF THE PUBLIC COMMENT PERIOD FOR THE DRAFT EIR. ANY JUDICIAL ACTION CHALLENGING THE CERTIFICATION OF THE EIR OR THE APPROVAL OF THE PROJECT DESCRIBED IN THE EIR IS SUBJECT TO THE PROCEDURES SET FORTH IN SECTION 21168.6.6 OF THE PUBLIC RESOURCES CODE. A COPY OF SECTION 21168.6.6 OF THE PUBLIC RESOURCES CODE IS INCLUDED IN THE APPENDIX TO THIS EIR.

(2) The draft environmental impact report and final environmental impact report shall contain, as an appendix, the full text of this section.

(3) Within 10 days after the release of the draft environmental impact report, the lead agency shall conduct an informational workshop to inform the public of the key analyses and conclusions of that report.

(4) Within 10 days before the close of the public comment period, the lead agency shall hold a public hearing to receive testimony on the draft environmental impact report. A transcript of the hearing shall be included as an appendix to the final environmental impact report.

(5) (A) Within five days following the close of the public comment period, a commenter on the draft environmental impact report may submit to the lead agency a written request for nonbinding mediation. The lead agency and applicant shall participate in nonbinding mediation with all commenters who submitted timely comments on the draft environmental impact report and who requested the mediation. Mediation conducted pursuant to this paragraph shall end no later than 35 days after the close of the public comment period.

(B) A request for mediation shall identify all areas of dispute raised in the comment submitted by the commenter that are to be mediated.

(C) The lead agency shall select one or more mediators who shall be retired judges or recognized experts with at least five years experience in land use and environmental law or science, or mediation. The applicant shall bear the costs of mediation.

(D) A mediation session shall be conducted on each area of dispute with the parties requesting mediation on that area of dispute.

(E) The lead agency shall adopt, as a condition of approval, any measures agreed upon by the lead agency, the applicant, and any commenter who requested mediation. A commenter who agrees to a measure pursuant to this subparagraph shall not raise the issue addressed by that measure as a basis for an action or proceeding challenging the lead agency's decision to certify the environmental impact report or to grant one or more initial project approvals.

(6) The lead agency need not consider written comments submitted after the close of the public comment period, unless those comments address any of the following:

(A) New issues raised in the response to comments by the lead agency.

(B) New information released by the public agency subsequent to the release of the draft environmental impact report, such as new information set forth or embodied in a staff report, proposed permit, proposed resolution, ordinance, or similar documents.

(C) Changes made to the project after the close of the public comment period.

(D) Proposed conditions for approval, mitigation measures, or proposed findings required by Section 21081 or a proposed reporting and monitoring program required by paragraph (1) of subdivision (a) of Section 21081.6, where the lead agency releases those documents subsequent to the release of the draft environmental impact report.

(E) New information that was not reasonably known and could not have been reasonably known during the public comment period.

(7) The lead agency shall file the notice required by subdivision (a) of Section 21152 within five days after the last initial project approval.

(f) (1) The lead agency shall prepare and certify the record of the proceedings in accordance with this subdivision and in accordance with Rule 3.1365 of the California Rules of Court. The applicant shall pay the lead agency for all costs of preparing and certifying the record of proceedings.

(2) No later than three business days following the date of the release of the draft environmental impact report, the lead agency shall make available to the public in a readily accessible electronic format the draft environmental impact report and all other documents submitted to or relied on by the lead agency in the preparation of the draft environmental impact report. A document prepared by the lead agency or submitted by the applicant after the date of the release of the draft environmental impact report that is a part of the record of the proceedings shall be made available to the public in a readily accessible electronic format within five business days after the document is prepared or received by the lead agency.

(3) Notwithstanding paragraph (2), documents submitted to or relied on by the lead agency that were not prepared specifically for the project and are copyright protected are not required to be made readily accessible in an electronic format. For those copyright protected documents, the lead agency shall make an index of these documents available in an electronic format no later than the date of the release of the draft environmental impact report, or within five business days if the document is received or relied on by the lead agency after the release of the draft environmental impact report. The index must specify the libraries or lead agency offices in which hardcopies of the copyrighted materials are available for public review.

(4) The lead agency shall encourage written comments on the project to be submitted in a readily accessible electronic format, and shall make any

such comment available to the public in a readily accessible electronic format within five days of its receipt.

(5) Within seven business days after the receipt of any comment that is not in an electronic format, the lead agency shall convert that comment into a readily accessible electronic format and make it available to the public in that format.

(6) The lead agency shall indicate in the record of the proceedings comments received that were not considered by the lead agency pursuant to paragraph (6) of subdivision (e) and need not include the content of the comments as a part of the record.

(7) Within five days after the filing of the notice required by subdivision (a) of Section 21152, the lead agency shall certify the record of the proceedings for the approval or determination and shall provide an electronic copy of the record to a party that has submitted a written request for a copy. The lead agency may charge and collect a reasonable fee from a party requesting a copy of the record for the electronic copy, which shall not exceed the reasonable cost of reproducing that copy.

(8) Within 10 days after being served with a complaint or a petition for a writ of mandate, the lead agency shall lodge a copy of the certified record of proceedings with the superior court.

(9) Any dispute over the content of the record of the proceedings shall be resolved by the superior court. Unless the superior court directs otherwise, a party disputing the content of the record shall file a motion to augment the record at the time it files its initial brief.

(10) The contents of the record of proceedings shall be as set forth in subdivision (e) of Section 21167.6.

(g) (1) As a condition of approval of the project subject to this section, the lead agency shall require the applicant, with respect to any measures specific to the operation of the downtown arena, to implement those measures that will meet the requirements of this division by the end of the first NBA regular season or June of the first NBA regular season, whichever is later, during which an NBA team has played at the downtown arena.

(2) To maximize public health, environmental, and employment benefits, the lead agency shall place the highest priority on feasible measures that will reduce greenhouse gas emissions on the downtown arena site and in the neighboring communities of the downtown arena. Mitigation measures that shall be considered and implemented, if feasible and necessary, to achieve the standards set forth in subclauses (I) to (III), inclusive, of clause (ii) of subparagraph (A) of paragraph (3) of subdivision (a), including, but not limited to:

(A) Temporarily expanding the capacity of a public transit line, as needed, to serve downtown arena events.

(B) Providing private charter buses or other similar services, as needed, to serve downtown arena events.

(C) Paying its fair share of the cost of measures that expand the capacity of a public fixed or light rail station that is used by spectators attending downtown arena events.

(3) Offset credits shall be employed by the applicant only after feasible local emission reduction measures have been implemented. The applicant shall, to the extent feasible, place the highest priority on the purchase of offset credits that produce emission reductions within the city or the boundaries of the Sacramento Metropolitan Air Quality Management District.

(h) (1) (A) In granting relief in an action or proceeding brought pursuant to this section, the court shall not stay or enjoin the construction or operation of the downtown arena unless the court finds either of the following:

(i) The continued construction or operation of the downtown arena presents an imminent threat to the public health and safety.

(ii) The downtown arena site contains unforeseen important Native American artifacts or unforeseen important historical, archaeological, or ecological values that would be materially, permanently, and adversely affected by the continued construction or operation of the downtown arena unless the court stays or enjoins the construction or operation of the downtown arena.

(B) If the court finds that clause (i) or (ii) is satisfied, the court shall only enjoin those specific activities associated with the downtown arena that present an imminent threat to public health and safety or that materially, permanently, and adversely affect unforeseen important Native American artifacts or unforeseen important historical, archaeological, or ecological values.

(2) An action or proceeding to attack, set aside, void, or annul a determination, finding, or decision of the lead agency granting a subsequent project approval shall be subject to the requirements of Chapter 6 (commencing with Section 21165).

(3) Where an action or proceeding brought pursuant to this section challenges aspects of the project other than the downtown arena and those portions or specific project activities are severable from the downtown arena, the court may enter an order as to aspects of the project other than the downtown arena that includes one or more of the remedies set forth in Section 21168.9.

(i) The provisions of this section are severable. If any provision of this section or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

(j) (1) This section does not apply to the project and shall become inoperative on the date of the release of the draft environmental impact report and is repealed on January 1 of the following year, if the applicant fails to notify the lead agency prior to the release of the draft environmental impact report for public comment that the applicant is electing to proceed pursuant to this section.

(2) The lead agency shall notify the Secretary of State if the applicant fails to notify the lead agency of its election to proceed pursuant to this section.

SEC. 8. Section 21181 of the Public Resources Code is amended to read:

21181. This chapter does not apply to a project if the Governor does not certify a project as an environmental leadership development project eligible for streamlining provided pursuant to this chapter prior to January 1, 2016.

SEC. 9. Section 21183 of the Public Resources Code is amended to read:

21183. The Governor may certify a leadership project for streamlining pursuant to this chapter if all the following conditions are met:

(a) The project will result in a minimum investment of one hundred million dollars (\$100,000,000) in California upon completion of construction.

(b) The project creates high-wage, highly skilled jobs that pay prevailing wages and living wages and provide construction jobs and permanent jobs for Californians, and helps reduce unemployment. For purposes of this subdivision, “jobs that pay prevailing wages” means that all construction workers employed in the execution of the project will receive at least the general prevailing rate of per diem wages for the type of work and geographic area, as determined by the Director of Industrial Relations pursuant to Sections 1773 and 1773.9 of the Labor Code. If the project is certified for streamlining, the project applicant shall include this requirement in all contracts for the performance of the work.

(c) The project does not result in any net additional emission of greenhouse gases, including greenhouse gas emissions from employee transportation, as determined by the State Air Resources Board pursuant to Division 25.5 (commencing with Section 38500) of the Health and Safety Code.

(d) The project applicant has entered into a binding and enforceable agreement that all mitigation measures required pursuant to this division to certify the project under this chapter shall be conditions of approval of the project, and those conditions will be fully enforceable by the lead agency or another agency designated by the lead agency. In the case of environmental mitigation measures, the applicant agrees, as an ongoing obligation, that those measures will be monitored and enforced by the lead agency for the life of the obligation.

(e) The project applicant agrees to pay the costs of the Court of Appeal in hearing and deciding any case, including payment of the costs for the appointment of a special master if deemed appropriate by the court, in a form and manner specified by the Judicial Council, as provided in the Rules of Court adopted by the Judicial Council pursuant to subdivision (f) of Section 21185.

(f) The project applicant agrees to pay the costs of preparing the administrative record for the project concurrent with review and consideration of the project pursuant to this division, in a form and manner specified by the lead agency for the project.

SEC. 10. Section 21185 of the Public Resources Code is repealed.

SEC. 11. Section 21185 is added to the Public Resources Code, to read:

21185. On or before July 1, 2014, the Judicial Council shall adopt a rule of court to establish procedures applicable to actions or proceedings brought to attack, review, set aside, void, or annul the certification of the environmental impact report for an environmental leadership development

project certified by the Governor pursuant to this chapter or the granting of any project approvals that require the actions or proceedings, including any potential appeals therefrom, be resolved, within 270 days of certification of the record of proceedings pursuant to Section 21186.

SEC. 12. Section 21186 of the Public Resources Code is amended to read:

21186. Notwithstanding any other law, the preparation and certification of the administrative record for a leadership project certified by the Governor shall be performed in the following manner:

(a) The lead agency for the project shall prepare the administrative record pursuant to this division concurrently with the administrative process.

(b) All documents and other materials placed in the administrative record shall be posted on, and be downloadable from, an Internet Web site maintained by the lead agency commencing with the date of the release of the draft environmental impact report.

(c) The lead agency shall make available to the public in a readily accessible electronic format the draft environmental impact report and all other documents submitted to, or relied on by, the lead agency in the preparation of the draft environmental impact report.

(d) A document prepared by the lead agency or submitted by the applicant after the date of the release of the draft environmental impact report that is a part of the record of the proceedings shall be made available to the public in a readily accessible electronic format within five business days after the document is released or received by the lead agency.

(e) The lead agency shall encourage written comments on the project to be submitted in a readily accessible electronic format, and shall make any comment available to the public in a readily accessible electronic format within five days of its receipt.

(f) Within seven business days after the receipt of any comment that is not in an electronic format, the lead agency shall convert that comment into a readily accessible electronic format and make it available to the public in that format.

(g) Notwithstanding paragraphs (b) to (f), inclusive, documents submitted to or relied on by the lead agency that were not prepared specifically for the project and are copyright protected are not required to be made readily accessible in an electronic format. For those copyright-protected documents, the lead agency shall make an index of these documents available in an electronic format no later than the date of the release of the draft environmental impact report, or within five business days if the document is received or relied on by the lead agency after the release of the draft environmental impact report. The index must specify the libraries or lead agency offices in which hardcopies of the copyrighted materials are available for public review.

(h) The lead agency shall certify the final administrative record within five days of its approval of the project.

(i) Any dispute arising from the administrative record shall be resolved by the superior court. Unless the superior court directs otherwise, a party

disputing the content of the record shall file a motion to augment the record at the time it files its initial brief.

(j) The contents of the record of proceedings shall be as set forth in subdivision (e) of Section 21167.6.

SEC. 13. Section 21187 of the Public Resources Code is amended to read:

21187. Within 10 days of the Governor certifying an environmental leadership development project pursuant to this section, the lead agency shall, at the applicant’s expense, issue a public notice in no less than 12-point type stating the following:

“THE APPLICANT HAS ELECTED TO PROCEED UNDER CHAPTER 6.5 (COMMENCING WITH SECTION 21178) OF THE PUBLIC RESOURCES CODE, WHICH PROVIDES, AMONG OTHER THINGS, THAT ANY JUDICIAL ACTION CHALLENGING THE CERTIFICATION OF THE EIR OR THE APPROVAL OF THE PROJECT DESCRIBED IN THE EIR IS SUBJECT TO THE PROCEDURES SET FORTH IN SECTIONS 21185 TO 21186, INCLUSIVE, OF THE PUBLIC RESOURCES CODE. A COPY OF CHAPTER 6.5 (COMMENCING WITH SECTION 21178) OF THE PUBLIC RESOURCES CODE IS INCLUDED BELOW.”

The public notice shall be distributed by the lead agency as required for public notices issued pursuant to paragraph (3) of subdivision (b) of Section 21092.

SEC. 14. Section 21189.1 of the Public Resources Code is amended to read:

21189.1. If, prior to January 1, 2016, a lead agency fails to approve a project certified by the Governor pursuant to this chapter, then the certification expires and is no longer valid.

SEC. 15. Section 21189.3 of the Public Resources Code is amended to read:

21189.3. This chapter shall remain in effect until January 1, 2017, and as of that date is repealed unless a later enacted statute extends or repeals that date.

SEC. 16. With respect to certain provisions of this measure, the Legislature finds and declares that a special law is necessary and that a general law cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique need for the development of an entertainment and sports center project in the City of Sacramento in an expeditious manner.

SEC. 17. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments

sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

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Staff Report

TO: City Council

FROM: Kristine Day, Assistant City Manager

DATE: June 16, 2020

SUBJECT: **Award Change Order 16 for the WWTP Expansion and Renovation Project for the Pump Station at the EQ Basin in an Amount Not to Exceed \$667,487.82**

Background and Analysis:

In May 2019, City Council authorized City staff to evaluate some owner-initiated modifications to the sewer plant. City staff then worked with the design team to complete final designs and develop cost estimates. One change that was authorized was the addition of a pump station to the EQ basin. This enhancement will mitigate the potential of a sewer overflow as well as increase operational efficiencies.

The original design was adequate to meet operational requirements; however, the design has some potential failure scenarios:

1. Pump failure of the influent pump station due to power failure,
2. Backup power generator fails to start, and
3. Control valve releasing flow from the EQ basin back to the influent pump station failure in the open position (default failure is in the closed position).

Any of these scenarios could lead to a significant sewer overflow event. Installing a new EQ pump station will allow flow directly from the EQ basin to the fine screens, rather than back to the influent pump stations. In effect, influent can be held in the EQ basin until the plant is ready to accept the flow. Consequently, sewage would remain in the EQ basin in the event of a system failure.

The preliminary cost estimate was approximately \$500,000. Final pricing for the change order is \$667,482.82 due to the fact that there were several ancillary modifications required as well as the addition of item 2 below:

1. One side wall (130 LF x 2.33 ft thick) had to be raised by 1 ft,
2. A shade structure was added over the pump station,
3. An additional penetration into the fine screen structure,

4. An additional 4-ft diameter manhole to drain the fine screen structure back to the plant drain system, and
5. Modifications to the planned electrical motor control center in the solids handling building.

Even though the final change order price is significantly higher than expected, staff and the consultants believe this modification to the original design and operation will provide a superior operation with less risk of spills. In addition, the long-term operating costs (pumping) will be decreased due to the flow from the EQ basin remaining at a higher elevation before being delivered to the fine screen facility.

Wastewater Treatment Plant Change Order Summary:

CO No.	Description	Reason for Change	Amount
1	MBR System Improvements	Enhance the performance of MBR System	\$149,741.00
2	RO System Electrical Modifications & Storm Drain System Material Change	Design & Material Updates	(\$245.00)
3	New Aeration Basin 1 through 3 Excavation	Conflict with Existing Utilities	\$19,998.00
4	Structural and Mechanical Modifications	Pre-Selected Submittals	\$57,450.64
5	Vactor Truck Dump Station Modifications	Conflict with Construction	NTE \$15,000.00
6	EDI/Fine Coarse Bubble Diffuser Equipment	Design Change	\$24,298.00
7	Various Changes – MBR/RO Structural, Site Civil & Headworks SCADA Design Modifications	Design Changes	\$59,167.49
8	Various Changes - Demolition, Piping Realignment, Material Change, and Electric Actuated Valve Voltage Change	Unforeseen Conditions and Value Engineering	\$6,067.00

9	Various Changes - Solids Handling Bldg. Conveyor Capacity Increase, Electrical Yard Vault Cover Changes, Additional Pothole Investigation and Existing Duct Bank Removal, and Yard Utilities	Design Changes, Conflict with Construction, Owner Requested Changes	\$138,531.73
10	MBR Chemical Area Changes & Other Misc. Changes and Inclement Weather Impact Nov-18 to May-19	Owner Requested Changes & Inclement Weather	\$596,031.05
11	Frontier Internet Provider Duct Bank Modifications, 30-inch MBR & 20-inch Plant Effluent Pipeline Elevation and Alignment Modifications, Additional Safety Required Handrail at Retaining Wall and Generator	Design Changes, & Conflict with Construction	\$81,128.29
12	RO-Sulfuric Acid Chemical Piping Material Change, Solids Feed Pump TR/TSH Thermocouple Elements, Solids Handling Bldg. Changes	Design Changes, Owner Requested Changes	\$91,417.26
13	Plant Effluent Chemical Area Changes	Owner Requested Changes	\$404,821.33
14	ADA Compliance Men's – Women's Restroom Modifications & SCE Required Additional 4/0 Ground Cable	Design Changes & SCE Requirements	\$12,311.12
15	Aeration Basin 24" Air Piping Block-outs and Pipe Seals, Modifications to HACH Instrumentation Communications Protocol, MBR Module Lifting Safety Device, RO CIP-Skid Discharge Orifice Plate Addition	Design Changes, Owner Requested Changes	\$79,713.39

16	Pump station at the EQ Basin	Owner Requested Changes	NTE \$667,487.82
WWTP Contingency	Budget Amount	Change Orders 1-15	Remaining
	\$4,000,000.00	\$2,402,919.12	\$1,597,080.88

Fiscal Impact:

The cost of the change order is a not to exceed \$667,487.82. This will be covered by contingency dollars in the project.

WWTP	Budget Amount	Paid to Date	Remaining
Design	\$2,709,798.23	\$2,556,828.66	\$152,969.57
Construction Management	\$5,308,585.72	\$3,674,066.61	\$1,634,519.11
Equipment	\$252,906.00	\$253,362.91	(\$456.91)
Permits	\$324,776.76	\$92,765.29	\$232,011.47
Construction	\$53,912,177.00	\$33,100,013.72	\$20,812,163.28
Contingency	\$4,000,000.00	\$1,054,290.93	\$2,945,709.07
Total	\$66,508,243.71	\$40,731,328.12	\$25,776,915.59

Recommended Action:

Approve Change Order 16 for the WWTP Expansion and Renovation Project in a not to exceed amount of \$667,487.82.

Attachments:

- A. WWTP Expansion and Renovation Project Change Order 16



City of Beaumont Wastewater Treatment Plant Salt Mitigation Upgrade Project Change Order No. 16

May 28, 2020

			Amount	Calendar Days	Comp. Date
Contractor:	W.M. Lyles Co.	Original Contract:	\$ 53,312,000.00	820	1/26/2021
Project Name:	Wastewater Treatment Plant Salt Mitigation Upgrade Project	Previous Approved Changes:	\$1,720,431.30	95	5/1/2021
Contract No.:	C188	This Change: Amount	\$667,487.82	0	
CO Number:	16	Revised Contract:	\$55,699,919.12	915	5/1/2021
		Previous Phase 1 Completion Date			4/26/2020
		Revised Phase 1 Completion Date			4/26/2020

This change order covers changes to the subject contract as described herein. The Contractor shall supply all labor, equipment and materials to complete the Change Order items for the lump sum price agreed upon herein. All Change Order items must be submitted to the City for approval prior to fabrication.

Item No.	PCO No.	Description of Changes	Amount	Phase 1 Time Extension (CD*)	Phase 2 / Project Completion Time Extension (CD*)
1	33	Wastewater Treatment Plant Salt Mitigation Upgrade Project - OP-036R2 / CLAR-23 EQ Basin Mitigation & Solid Handling Elect. Changes	\$667,487.82	0	0
2					
3					
4					
NET CHANGE IN CONTRACT AMOUNT – INCREASE (OR-DECREASE)			\$667,487.82	0	0

*Calendar Days

The amount of the Contract will be increased/decreased by the amount of Six Hundred Sixty-seven Thousand Four Hundred Eighty-seven Dollars and eighty-two cents (\$667,487.82). The Contract Time will be increased by zero (0) calendar days.

The Contractor agrees to furnish all labor, equipment and materials and to perform all other necessary work, inclusive of the directly or indirectly related work, within the approved time extension required to complete the above Change Order items. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the Contract Price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in Work, and as to the extension of time allowed, if any, for the completion of the entire Work on account of said Change Order. The City and the Contractor hereby agree that this Change Order constitutes full mutual accord and satisfaction for all time, all costs, and all impacts related directly or indirectly to this Change Order. The Contractor hereby agrees that this Change Order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of himself and all subcontractors to waive all right to file any further claims or request for equitable adjustment arising out of or as a result of this Change Order or the cumulative effect of this Change Order on the performance of the overall Work under the Contract. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the City.

Recommended: Charles Bond, MWH Constructors, Senior Resident Engineer Date: 5-28-2020

Accepted: W.M. Lyles Co., Contractor Date: 5/29/20

Approved: _____ Date: 6/1/2020
Albert A. Webb Associates, Program Manager

Approved: _____ Date: _____
City of Beaumont, City Manager

Wastewater Treatment Plant Salt Mitigation Upgrade Project

Technical Justification:

PCO-33	
Design Adjustment: WML COP-036R2	CLAR – 24 Modifications to Equalization Basin and Solid Handling Building

Reason for Design Changes:

Owner Requested Change: To eliminates the possibility of flooding the Influent Pump Station in the event that the discharge EQ Valve fails in the open position, it is imperative to modify the discharge system from the Equalization (EQ) Basin by deleting the valve vault (as detailed on C-34) and adding a pump station and flow meter to the EQ Basin that discharges directly to the Fine Screens structure.

With the EQ Basin being a critical system for plant operation and the addition of pumps, receiving power and control from the Solids Handling Building emergency power for the electrical gear is now required. Provision for an emergency generator hook up and monitoring will be added as well.

The attached drawings show the extent of the required changes. The design and scope changes are summarized as follows:

- The EQ basin will be rotated such that the tipping buckets are located on the south end and the (formerly) south wall and interior wall will be raised to the same elevation as the remaining walls. A new EQ Pump Station will be located on the north end of the basin.
- The site grading is to be modified to bring the grade to within 42" + of the top of wall of the EQ basin on all sides. The grading to the north is also modified to promote better drainage.
- The piping from the EQ basin to the valve vault, and from the valve vault to Manhole #5, as well as the vault itself are to be deleted. A new 16" line from the EQ Pump Station to the Fine Screens is to be installed (the same pipe number, #6, is to be reused for this pipeline).
- The electrical feed for the new EQ Pump Station will originate in the electrical room of the Solids Handling Building. A manual transfer switch, generator receptacle and MCC-EQ have been added to the electrical design. Several site duct banks are modified.
- The attached drawings also show changes related to RFC 12 and RFIs 69 and 76, which have already been addressed but did not have updated drawings included.

Cost Impact:

MWHC/Aqua/Webb/SKM evaluated the contractor's cost proposal, WML COP-036, for a contract increase of \$699,425.74.

After review and comments returned to the contractor, the contractor revised its cost proposal and resubmitted it with a revised extra cost in the amount of \$677,403.50. After a second round of review and a recommendation from the contractor to change one of the vendors the cost proposal was then revised (WML COP-036.2) reducing the proposal to \$667,487.82.

Accordingly, MWHC recommends a change order increasing the contract in the amount of \$667,487.82 to compensate W. M. Lyle for all costs associated with the changes described above.

CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT

**CHANGE ORDER PROPOSAL (COP) # 036.2
(By Contractor)**

To (Engineer/CM): MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	From (Contractor): W.M. Lyles Co. Attention: Oscar Mendoza Phone: 619-565-6064 Email: omendoza@wmlylesco.com
PCO/DCM No.: DCM-018/CLAR-024	
Subject: EQ Basin Modifications	
Reference Documents: Reference Drawings Attached	
DESCRIPTION	
<p>Please see additional responses/clarifications.</p> <p>Comment 1a: There is ~25 feet of 10" pipe. There is a net increase of ~30 hours of labor. This seems excessive for this 10" pipe.</p> <ul style="list-style-type: none"> Response: The added BG pipe install is for the four (4) 10" lines going from the EQ basin to the transition coupling above grade. This added labor is for 107 LF of 10" horizontal and vertical piping along with four 10" restrained mechanical joint 90's. The labor amount for this 10" pipe is reasonable if not lean. <p>Comment 1b: An open cut for a 20' deep pipe is a considerable amount of labor/equipment cost. The credit vs addition still does not seem proportional. Also note that the majority of the 10" pipe will be in the excavation for the EQ basin and will likely not require additional excavation. Also note that the average bury depth of the 16" pipe is 5-6 feet, not 8 feet.</p> <ul style="list-style-type: none"> Response: The backfill of the EQ basin was not estimated as if we were to halt operations in order to install the 16" EQ basin return (it was not shown on the original design). It is possible to install the pipe within the excavation but we would need to add increased costs for the lost production and remobilization to the backfill process before we reduced the costs for the pipeline excavation. Updated drawings C-4 shows a finished grade on the west side of the EQ around 2548.50'-2548.25'. Drawing C-4 shows the grade break of 2548.25' being 6'-0" away from the structure. The man run of the pipe is 4'-6" away from the face of the structure. With a finished grade of 2548.50' and an pipe invert of 2543.00' (coordinate 44 on C-23) to 2540.25' (coordinates 53 & 14 on C-20) the excavation depth varies from 5'-11" to 8'-8". <p>Comment 2a: This does not explain why the concrete cost is \$1,600.</p> <ul style="list-style-type: none"> Response: It's unclear how the \$1,600/cy value was obtained. See attached WML breakdown with detailed descriptions and quantities for the concrete scope of work. <p>Comment 2b: Attached is the quote. Keep in mind that this quote is for a larger and taller structure.</p> <ul style="list-style-type: none"> Response: American Buildings stands firm with their estimate; however, an alternative cost estimate/quote from Star Building is included in this COP. 	
COST ESTIMATE	

Total Cost : \$ 667,487.82 – see attached breakdown

SCHEDULE IMPACT

None

Received by MWH Constructors (Date):

RESPONSE

Response By:

Date:

Final Distribution: Juan C. Ahumada, W.M. Lyles Co.
Brian Knoll, Webb Associates
MWH Inspector

W. M. Lyles Co.
 42142 Roick Drive
 Temecula, CA 92590

Date: 14-Apr-20

Reference #: CLAR - 024

Attention: Charles W. Reynolds

JOB LOCATION: City of Beaumont WWTP Salt Mitigation Upgrade Project

DESCRIPTION: EQ Basin Modifications

Item:		Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1	Pipe & Equipment Installation	1 LS	207.5	\$ 19,384.65	\$ 2,080.97	\$ 195,396.71	\$ -	\$ 216,862.33
2	Structural Modifications	1 LS	305	\$ 25,022.03	\$ 7,957.12	\$ 13,164.36	\$292,950.41	\$ 339,093.92
3	Site Grading Modifications	1 LS	308	\$ 26,944.65	\$ 13,125.80	\$ 4,124.67	\$ -	\$ 44,195.12
		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs			820.5	\$ 71,351.33	\$ 23,163.89	\$ 212,685.74	\$292,950.41	\$ 600,151.37

Subtotal		\$ 600,151.37
Mark-up - Labor	15%	\$ 10,702.70
Mark-up - Equipment	15%	\$ 3,474.58
Mark-up - Materials	15%	\$ 31,902.86
Mark-up - Subcontractor	5%	\$ 14,647.52
Bond	1.0%	\$ 6,608.79
Total This Change Order		\$ 667,487.82

Comments:

City of Beaumont WWTP Salt Mitigation Upgrade Project
Pipe & Equipment Installation

###

A. Labor

Table with columns: Description, Lab Pipe FM, Lab Pipe, Operator, Carp FM, Carp, Lab. Includes a detailed breakdown of labor tasks, rates, and a summary table for labor hours and costs. Total Labor = \$19,384.65

B. Equipment

Table with columns: Description, 17.120, 32.037, 31.028, 30.048, 20.041, 77.020. Includes a detailed breakdown of equipment tasks and a summary table for equipment hours and costs. Total Equipment = \$2,080.97

C. Materials

Table with columns: Quantity, Unit, Price, Extension. Lists various materials like Gorman Pumps, concrete, and pipe labels with their respective quantities and costs. Total Material = \$195,396.71

D. Subcontractor

Table with columns: Quantity, Unit, Price, Extension. Summary table for subcontractor costs. Total Subcontract = \$0.00

City of Beaumont WWTP Salt Mitigation Upgrade Project

Structural Modifications

###

Item 19.

A. Labor

Description	Lab Pipe FM			Lab Pipe			Operator			Carp FM			Carp			Lab FM			Cement Mason			Lab		
	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT
EQ Wall - Formwork Fabrication										8			16											
EQ Wall - Form & Strip							16			16			32									8		
EQ Wall - Accessories										1			8											
EQ Wall - Place Concrete																2						8		
EQ Wall - Place Additional Grout																2						8		
EQ Wall - Patch and Sack Finish																			8			8		
Pump Station - Form and Strip										8			32						4			16		
Pump Station - Place Concrete, Finish & Cure																4						16		
Pump Station - Surface Prep and Install Dowels																4						12		
Concrete Pads										4			16						4			4		
Grout Equipment and Supports																			16					
Install Canopy Anchors										4			16											
	0	0	0	0	0	0	16	0	0	41	0	0	120	0	0	12	0	0	44	0	0	72	0	0

Name	Rate			Hours			Extension
	ST	PT	DT	ST	PT	DT	
Lab Pipe FM	\$80.30	\$103.90	\$129.98	0	0	0	\$0.00
Lab Pipe	\$77.69	\$99.97	\$124.75	0	0	0	\$0.00
Operator	\$98.83	\$128.99	\$161.66	16	0	0	\$1,581.35
Carp FM	\$87.53	\$115.33	\$145.63	41	0	0	\$3,588.77
Carp	\$83.61	\$109.45	\$137.79	120	0	0	\$10,032.83
Lab FM	\$77.56	\$99.78	\$124.49	12	0	0	\$930.69
Cement Mason	\$80.55	\$102.25	\$126.45	44	0	0	\$3,544.42
Lab	\$74.22	\$94.78	\$117.82	72	0	0	\$5,343.98
0	\$0.00	\$0.00	\$0.00	0	0	0	\$0.00
				305	0	0	
Total Labor =							\$25,022.03

B. Equipment

Description	17.12	32.037	31.028	30.048	20.041	77.02	14.037		
EQ Wall - Formwork Fabrication	8	16							
EQ Wall - Form & Strip	16		32						
EQ Wall - Accessories	1								
EQ Wall - Place Concrete									
EQ Wall - Place Additional Grout									
EQ Wall - Patch and Sack Finish						16			
Pump Station - Form and Strip	16								
Pump Station - Place Concrete, Finish & Cure									
Pump Station - Surface Prep and Install Dowels									
Concrete Pads	4								
Grout Equipment and Supports									
Install Canopy Anchors	4								
	49	16	32	0	0	16	0	0	0

Number	Description	Rate	Hours	Extension
17.12	Foreman Truck	\$29.60	49	\$1,450.40
32.037	ReachliftXtremeXR1055	\$58.61	16	\$937.76
31.028	Hydro Crane - 80 TonLink BeltRTC	\$164.01	32	\$5,248.32
30.048	Loader Backhoe 410John Deere41	\$64.30	0	\$0.00
20.041	ExcavatorJohn Deere350GLC	\$151.12	0	\$0.00
77.02	Scissor LiftJLG2646ES	\$20.04	16	\$320.64
14.037	Water TruckFordF750 2000 Gallon	\$46.23	0	\$0.00
	Total Equipment =			\$7,957.12

C. Materials

	Quantity	Unit	Price	Extension
4000 PSI Concrete	42	CY	\$150.00	\$6,300.00
Additional Pumped Grout	7	CY	\$150.00	\$1,050.00
Forms, lumber, waterstop, chamfer	1	LS	\$2,300.00	\$2,300.00
Anchor Bolts	1	LS	\$1,500.00	\$1,500.00
Consumables	305	MH	\$3.50	\$1,067.50
				\$0.00
Tax	7.750%			\$946.86
Commissioning, Schedule Support				
Freight				
				Total Material = \$13,164.36

D. Subcontractor

	Quantity	Unit	Price	Extension
Electrical and Instrumentation	1	LS	\$201,987.41	\$201,987.41
Rebar	1	LS	\$31,393.00	\$31,393.00
PEMB Canopy	1	LS	\$46,750.00	\$46,750.00
Pipe and Concrete Coating	1	LS	\$8,300.00	\$8,300.00
Seismic Calcs Engineering Services	1	LS	\$2,500.00	\$2,500.00
Coring for Hand Holes	8	HR	\$130.00	\$1,040.00
Concrete Pumping	49	CY	\$20.00	\$980.00
				Total Subcontract = \$292,950.41

City of Beaumont WWTP Salt Mitigation Upgrade Project
Site Grading Modifications

###

Item 19.

A. Labor

Description	Lab Pipe FM			Lab Pipe			Operator			Carp FM			Carp			Lab FM			Cement Mason			Lab							
	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT		
Dig and Grade 3' Wide Gravel Swale	32			64			32																						
Place Swale Filter Fabric and Gravel	16			32			16																						
Rough Grading per Civil Dwgs	8						48																						
Finegrading Grading per Civil Dwgs	8						32																						
Credit Dig, Pour, Backfill DB 101.1, 106, 303	(24)			(48)			(24)																						
Dig, Pour and Backfill DB 303.1, 303.2, 303.3	30			56			30																						
	70	0	0	104	0	0	134	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

	Rate			Hours			Extension
Name	ST	PT	DT	ST	PT	DT	
Lab Pipe FM	\$80.30	\$103.90	\$129.98	70	0	0	\$5,621.29
Lab Pipe	\$77.69	\$99.97	\$124.75	104	0	0	\$8,079.57
Operator	\$98.83	\$128.99	\$161.66	134	0	0	\$13,243.78
Carp FM	\$87.53	\$115.33	\$145.63	0	0	0	\$0.00
Carp	\$83.61	\$109.45	\$137.79	0	0	0	\$0.00
Lab FM	\$77.56	\$99.78	\$124.49	0	0	0	\$0.00
Cement Mason	\$80.55	\$102.25	\$126.45	0	0	0	\$0.00
Lab	\$74.22	\$94.78	\$117.82	0	0	0	\$0.00
0	\$0.00	\$0.00	\$0.00	0	0	0	\$0.00
				308	0	0	
				Total Labor =			\$26,945

B. Equipment

Description	17.12	32.037	31.028	30.048	20.041	40.094	14.037	35.064	34.021
Dig and Grade Gravel Swale	32			32					
Place Swale Filter Fabric and Gravel	16			16					
Rough Grading per Civil Dwgs	8						16		
Finegrading Grading per Civil Dwgs	8								32
Credit Dig, Pour, Backfill DB 101.1, 106, 303	(24)			(24)					
Dig, Pour and Backfill DB 303.1, 303.2, 303.3	30			30					
	70	0	0	54	0	0	16	0	32

Number	Description	Rate	Hours	Extension
17.12	Foreman Truck	\$29.60	70	\$2,072.00
32.037	ReachliftXtremeXR1055	\$58.61	0	\$0.00
31.028	Hydro Crane - 80 TonLink BeltRT	\$164.01	0	\$0.00
30.048	Loader Backhoe 410John Deere4	\$64.30	54	\$3,472.20
20.041	ExcavatorJohn Deere350GLC	\$151.12	0	\$0.00
40.094	Air CompressorIngersol Rand185	\$20.19	0	\$0.00
14.037	Water TruckFordF750 2000 Gall	\$46.23	16	\$739.68
35.064	LoaderJohn Deere644J	\$123.00	0	\$0.00
34.021	Skip LoaderJohn Deere210LE	\$38.81	32	\$1,241.92
O/S Rent	Scraper	\$175.00	32	\$5,600.00
			Total Equipment =	\$13,125.80

C. Materials

	Quantity	Unit	Price	Extension
Filter Fabric	2000	SF	\$0.175	\$350.00
3/4" Rock	50	TN	\$24.00	\$1,200.00
2500 PSI Concrete (Difference)	8	CY	\$150	\$1,200.00
Consumables	308	MH	\$3.5	\$1,078.00
				\$0.00
Tax	7.750%			\$296.67
Freight				
			Total Material =	\$4,124.67

D. Subcontractor

	Quantity	Unit	Price	Extension
				\$0.00
				\$0.00
				\$0.00
			Total Subcontract =	\$0.00

CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT

**CHANGE ORDER PROPOSAL (COP) # 036.1
(By Contractor)**

To (Engineer/CM): MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	From (Contractor): W.M. Lyles Co. Attention: Oscar Mendoza Phone: 619-565-6064 Email: omendoza@wmlylesco.com
PCO/DCM No.: DCM-018/CLAR-024	
Subject: EQ Basin Modifications	
Reference Documents: Reference Drawings Attached	
DESCRIPTION	
Please see responses to DCM-18 comments. Comment 1: <ol style="list-style-type: none"> a. The labor credit is only for the reduction in t installation (Laying) of the pipe which has been reduced. The added labor is for the installation of additional 10" pipe fittings and labor and includes a credit for the reduction of laying of the 16" pipe. The labor for the installation of the additional 10" pipe & fittings was greater than the reduction in the labor associated with the linear footage of pipe b. The original trench was estimated as being op it without shoring. Excavation, sloping and backfill are included in the credit hours. Additional labor for excavation and backfill includes the four pipes from the EQ Basin to the Pump Station which are approx. 18' deep, along with the 16" pipe from the pump station to the fine screens which is approx. 8' deep *open cut* (2540.25 inv, 2548.00 +/- FS). c. The additional labor is for the following penetrations (1) wall pen @ fine screen w/link seal (1) floor pen at fine screens w/sealant (3) floor pen at pump station w/sealant & (4) wall pen at eq w/link seal. This comes out to an average total 4.6 man hours (1.53 crew hours) per penetration to install and seal. The floor penetration deleted is not a wall spool or sleeve which required separate installation and sealant. This would have been a pipe spool bolted to the MJ 90 below grade. The credit for the deletion of this spool is included in the pipe install credit labor. d. Checked labor for equipment and we feel no changes are needed e. Adjustment made. f. Material for below grade site was ordered and delivered to the jobsite prior to the clarification being issued. This material is non-returnable and no credit can be given. Material can be handed over to the plant staff or city if they would like. g. Labor for encasement at fine screens has been reduced and a credit for the EQ has been added. We come up with a difference of 2 cy. Concrete material quantity has been reduced. h. The labor for the reused below grade 16" fittings are not included in the labor hours for the additional pipe and fittings. The labor hours included are the additional hours required for the additional 16" & 10" below grade fittings. Originally there were (5) 16" MJ fittings and 190 LF of 16" pipe. In the change order there are (5 ea) 16" MJ fittings, (145 lf) 16" pipe, (4 ea) 10" MJ Fittings & (100 lf) 10" pipe. The additional labor hours in the "Added BG Pipe Install" include the credit for the reduction of the (45 lf) of 16" pipe and the addition of the (4 ea) 10" MJ fittings and (100 lf) of 10" pipe. The labor hours for the below grade fittings were already "reused" as requested in this comment. Comment 2: <ol style="list-style-type: none"> a. Wall extra work was the same crew size for the flatwork was reduced to provide extra savings. b. See attached email from G&W explaining the canopy cost. Comment 3: <ol style="list-style-type: none"> a. Per our calculations, the overall fill for this section of the job is close to the original fill. Please provide backup for the 3000 yards stated if credit is needed. b. The labor and equipment shown is for the extra time required to maintain a proper flow/slope into the added gravel swales. c. Construction Note 113 calls for Gravel Swales per 130/CD-4. There are new swales that run from the north side of the EQ basin to the southeast wall. d. The concrete was mislabel as 4000 psi. This is 2500 psi ductbank concrete. 	
COST ESTIMATE	



www.ewsinc.org

SCOPE OF SUPPLY

Date: November 15, 2019 **pages**

To: **Juan C. Ahumada - Project Executive**
W. M. LYLES CO. | Southern Division

From: **David Sperber** **P-714-932-2002**

Reference: **Salt Mitigation WWTP Upgrade – City of Beaumont**

EWS Ref #: **A-036-E01**

Gentlemen:

We are pleased to present the equipment listed below for the above referenced project. Attached to our general scope, please find specific descriptions and terms and conditions. Prices quoted are based on these descriptions. We look forward to working with you on this project.

Salt Mitigation WWTP Upgrade – City of Beaumont

Gorman Rupp Triplex Pump Station per Drawing EQM-4

Complete packaged pump station including three (3) Gorman Rupp T8A3S-B /WW pumps in a triplex configuration. The Triplex base will have all three (3) pumps on the same base with a vertical v-belt base arrangement connected to a 40 hp TEFC motor. The unit base shall be comprised of a base plate, perimeter flange, and reinforcements. Base plate will be fabricated of steel not less than 1/4" thick and will incorporate openings for access to all internal cavities to permit complete grouting of the unit base after installation. Perimeter flange and reinforcements will be designed to prevent flexing or warping under operating conditions. Base plate and/or flanges will be drilled for hardware used to secure unit base to concrete pad. Unit base will contain provisions for lifting the complete pump unit during shipping and handling.

Anchor Bolt Design Calculations and Non-Witnessed Factory testing as required by the specification are included. Field Service is included with each of the site visits will have one day on site for a total of Two (2) trips and Two (2) days onsite

Exception to Section 2.2 Anchor Bolts – Anchor Bolts by others
Not included – Controls, Piping, Fittings

Gorman Rupp Triplex T8A3S -B common base pump package	\$88,800 USD
Freight (estimated)	\$3,000 USD
Start-up Two (2) trips and Two (2) days onsite	\$5,000 USD
TOTAL PRICE	\$96,800 USD

1162 E Dominguez St
Carson, CA 90746
310-667-4390 310-667-4395 Fax

Estimated Submittals	2-3 weeks
Estimated Resubmittals	1-2 weeks
Estimated Production Time (based on release and approval)	8-10 weeks

Please note that a Class H motor currently has a 14-week lead time. If this is required by the engineer, the production time will increase accordingly

Comments, Clarifications, Exceptions

All prices are quoted FOB Factory
 Payment Terms are to be negotiated
 Standard Terms and Conditions attached are part of our proposal
 This proposal is not a binding contract unless specifically accepted by EWS
 Exception to Section 2.2 Anchor Bolts – Anchor Bolts by others
 Not included – Controls, Piping, Fittings

Not included unless otherwise noted:

- Sales Tax (provide resale card if not applicable)**
- Interconnecting piping or wiring unless otherwise specified**
- Finish paint**
- Storage**
- Accountability for delivered materials or equipment (you must notify us within 48 hours of delivery of any shortage)**
- Transit damage (you must notify the freight -carrier at the time of delivery, and us within 48 hours of any damage)**
- Field Vibration or sound level testing**
- Seismic Calculations (except Anchor Bolt Calculations)**
- Factory witness, including travel**
- Lubricant**
- Spare parts**
- Any accessories unless noted specifically by the manufacturer**

Thank you for the opportunity to be of service.

Submitted for: ENVIRONMENTAL WATER SOLUTIONS, INC

By: _____ FOR _____

Accepted for _____

By: _____

Accepted for: ENVIRONMENTAL WATER SOLUTIONS, INC.

By: _____

STANDARD TERMS AND CONDITIONS OF SALE FOR UNITS, PACKAGES, SYSTEMS, & PARTS

Effective 7/1/2014

The foregoing quotation ("quotation") is subject to the following Environmental Water Solutions, Inc. [Seller] Standard Terms and Conditions which supersedes Buyer's [Buyer] proposed terms and conditions, if any. The quotation and these standard terms and conditions shall be referred to hereinafter collectively as the "quotation."

This quotation contains the entire agreement of the parties and all proposals, negotiations, representations, or agreements made or entered into prior to or contemporaneously with this quotation are excluded whether oral or in writing. Prices and specifications set forth in this quotation are based upon the terms and conditions set forth herein.

ANY TERMS PROPOSED IN BUYER'S ACCEPTANCE OF THIS QUOTATION WHICH ADD TO, VARY FROM, OR CONFLICT WITH THE TERMS HEREOF ARE HEREBY OBJECTED TO AND REJECTED AND SHALL NOT CONSTITUTE ANY PART OF ANY CONTRACT RESULTING FROM THIS QUOTATION. ANY SUCH PROPOSED TERMS SHALL HAVE NO FORCE OR EFFECT AND THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS QUOTATION AND MAY BE MODIFIED ONLY BY WRITTEN INSTRUMENT EXECUTED BY THE AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

1. Prices are EXW (Ex Works Incoterms) unless otherwise specified. Freight charges are not included in the quoted price, unless so stated. If order is not picked up by the Buyer, Seller may, in its discretion, select the carrier unless specified in advance by the Buyer. Purchase prices are stated in United States Dollars and payment shall be in United States currency.
2. Invoice terms are net 20 days unless otherwise specified. If Buyer fails to fulfill the terms of payment, Seller at its option may defer further shipment. Account past due shall bear interest at the rate of 1 1/2% per month or at the highest rate permitted by law until paid. In addition to such late payment charges, Buyer shall pay Seller any and all costs associated with collection thereof, including reasonable attorneys' fees. Seller reserves the right to modify or withdraw credit terms at any time without notice and may require down payments, C.O.D., payment in advance, progress payments, or payment guarantees.
3. Prices do not include sales, use, excise or any similar tax. Any tax or other governmental charge upon the production, sales, shipment, or use of the product which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller unless Buyer furnishes Seller with a tax exemption certificate acceptable to the applicable taxing authority. Buyer shall be responsible for obtaining any necessary governmental clearances, including import and foreign exchange licenses, which may be required by any government other than the government of the United States.
4. Seller shall not be liable for any failure to perform its obligations under any contract resulting from this quotation when such failure arises directly or indirectly from or is contributed to by any act of God, acts of Buyer, acts of civil or military authority, terrorism, priorities, fire, strikes or other labor disputes, accidents, floods, epidemics, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control whether similar or dissimilar to the foregoing.
5. Shipping dates are given to the best of Seller's knowledge based upon conditions existing at the time any contract resulting from this quotation is entered into and specifications contained therein but are not of the essence of or in any way terms of the contract or representation of fact. Seller will, in good faith, endeavor to ship by the estimated shipping date, but shall not be responsible for any delay or any damage arising from failure to ship on the estimated shipping date. If Seller's completion of an order/contract is delayed by Buyer, that portion of the order/contract that is completed or ready for shipment, will be invoiced at that time, to be paid per the payment terms of the order/contract. Equipment held for the Buyer will be at the risk and expense of the Buyer, including applicable storage charges.
6. Any order resulting from this quotation cannot be cancelled, altered, or rescheduled except with the written consent of the Seller and upon terms which will indemnify the Seller against all loss associated thereby. All additional costs incurred by the Seller due to changes to the order by Buyer shall be paid by the Buyer. Goods may be returned only when specifically authorized by the Seller. Seller's Cancellation Terms will apply for order or goods cancelled or returned by the Buyer.
7. Title to the products and risk of loss with respect thereto shall pass to Buyer upon release thereof by Seller to a common carrier or upon tender of the products to an agent, employee, or representative of Buyer.
8. If Buyer has not made a claim to Seller within thirty (30) days after receipt of the products, the products shall be considered accepted and conforming to contract requirements.
9. Installation, startup of equipment, factory inspection or testing, and any materials or services shall be the responsibility of the Buyer unless otherwise specifically included in the Seller's quotation or contract
10. Seller warrants to Buyer for a period of 18 months from the date of shipment or 12 months from placement into service, whichever first occurs, that any product delivered under any contract resulting from this quotation will at the time of shipment be free from defects in material and workmanship. If, within said warranty period, any such product is found, by Seller following its examination, to be defective in material or workmanship, Seller's sole obligation under this warranty will be to repair or replace such defective product at its option and expense, when received Freight Prepaid at the business establishment of Seller, or a repair facility authorized by Seller during regular working hours. Seller's obligation under this warranty shall not include any transportation charges, cost of removal and reinstallation, duty, taxes or any other charges whatsoever which will be paid by the Buyer. No goods may be returned by the Buyer without Seller's prior written consent. Seller does not warrant any products, accessories, or components not manufactured by Seller, but to the extent possible agrees to provide Buyer with the benefits of the manufacturer's warranty, if any. Seller shall not be liable for damage to or wear of products caused in whole or in part by abnormal conditions, improper application; maintenance; or use, failure to provide proper inlet conditions or flow, corrosives, abrasives or foreign objects, or other external causes.
THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
11. Neither party shall disclose to third parties nor use for its own purposes any confidential information or trade secrets of the other party.
12. The rights of the Buyer herein shall neither be assignable or transferable without written consent from the Seller. If bankruptcy or insolvency proceedings are instituted by or against the Buyer, or if Buyer makes an assignment for the benefit of creditors, Buyer will be deemed in default and Seller will have the right to terminate its obligations by written notice to the Buyer, but such termination will not affect Buyer's obligation to pay for items delivered and work in progress.
13. In the event Buyer claims that Seller has breached any of its obligations under any contract resulting from this quotation, whether in warranty or otherwise, Seller may request and require return of the product and refund the Buyer's purchase price (if product is in same condition as when shipped by Seller) upon Seller's receipt of returned product. If Seller so requests the return of the product, the product shall be redelivered to Seller in accordance with Seller's instructions. Redelivered freight charges will be to Seller's account. In the event Seller elects to require return of the product, Seller shall absolutely have no further obligation to Buyer under any contract resulting from this quotation except to refund such purchase price upon redelivery of the product and Buyer will be deemed to have waived any and all claims arising from such contracts.

THE REMEDIES PROVIDED FOR IN THIS AND THE PRECEDING PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST SELLER FOR BREACH OF ANY OF SELLER'S OBLIGATIONS UNDER ANY CONTRACT RESULTING FROM THIS QUOTATION, WHETHER THE CLAIM IS MADE IN TORT, CONTRACT, OR IN ADMIRALTY, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, OR OTHERWISE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR SHALL SELLER'S LIABILITY FOR ANY CLAIMS OR DAMAGE ARISING OUT OF OR CONNECTED WITH ANY CONTRACT RESULTING FROM THIS QUOTATION, OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCT, EXCEED THE PURCHASE PRICE OF THE PRODUCT.

14. In the event (1) Buyer modifies any product sold pursuant to any contract resulting from this quotation without the express written consent of Seller or (2) Buyer fails to implement any changes in the product directed by Seller or (3) any product to be furnished under any contract resulting from this quotation is made in accordance with drawings, samples, or manufacturing specifications provided or designated by Buyer, Buyer agrees to defend, indemnify and hold harmless Seller from any and all claims, demands, actions, or causes of action or costs or expenses however incurred.

1162 E Dominguez St
Carson, CA 90746
310-667-4390 310-667-4395 Fax

15. In the event any product to be furnished under any contract resulting from this quotation is to be made in accordance with drawings, samples or manufacturing specifications provided or designated by Buyer, Buyer agrees to indemnify and hold Seller harmless from any and all damages, costs and expenses arising from a claim that such product furnished to Buyer by Seller or the use thereof, infringes any Letters Patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims. In the event any product to be furnished under any contract resulting from this quotation is not for a U.S. Government application and is not to be made in accordance with drawings, samples or manufacturing specifications provided or designated by Buyer, but rather is the design of Seller, Seller agrees to hold Buyer and its customers harmless against any damages awarded by a court of final jurisdiction in any suit for infringement of any United States Letters Patent by reason of the sale or use of such product as furnished by Seller under any contract resulting from this quotation. In the event any claim is asserted or threatened, as to which Buyer may seek indemnification hereunder, Seller shall have the sole right to contest, compromise, litigate, or otherwise dispose of said claim, including the right to substitute non-infringing products, and Buyer agrees to cooperate fully with Seller with respect thereto. The foregoing undertaking of Seller shall not apply unless Seller shall have been informed in writing immediately by Buyer of any charge or suit alleging such infringement and shall have been given the opportunity to assume the defense thereof with counsel of its choosing, and further, such undertaking shall not apply if (i) the claimed infringement is settled without the consent of Seller, or (ii) the infringement results from the use of a product delivered hereunder which is modified by Buyer or others without authorization by Seller or (iii) used in combination with a product not delivered by Seller where such infringement would not have occurred from the lone use of the product delivered under any contract resulting from this quotation.
16. The parties agree that should any provision contained in this Agreement be unenforceable under present or future laws or in a court of with jurisdiction over this agreement, the unenforceable provision will be replaced by a provision which lawfully enforces the parties' intention underlying the unenforceable provision, and the remaining provisions of this Agreement will remain in full force and effect.
17. No provision of this Agreement is waived by any act or knowledge on the part of either party, except by a written instrument signed by an authorized representative of that party. The waiver by either party of any right or a party's failure to enforce a provision of this Agreement is not a continuing waiver or a waiver of any other rights or of any material breach or failure of performance of the other party.
18. All articles herein will survive the termination or expiration of this Agreement or completion of any order.
19. Any contract resulting from this quotation shall be governed by the Uniform Commercial Code as adopted in the State of California as effective and in force on the date hereof. Wherever a term defined by said Uniform Commercial Code is used herein, the definition contained in the Uniform Commercial Code is to control, provided, however, the term "Ex Works" shall be as defined in the Incoterms. No action for breach of sale, any contract resulting from this quotation or any covenant or warranty arising therefrom shall be brought more than one year after the cause of action has accrued.
20. Dispute Resolution. It is the intent of the parties hereto to use alternative dispute resolution proceedings ("ADR"), by first requiring participation in mediation and then requiring mandatory binding arbitration.
 - a. Arbitration: Subject to the mediation provision below, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles County, California, before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall be administered either by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, or by the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
 - b. Allocation of Fees and Costs: The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.
 - c. Mediation Before Arbitration: The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS or AAA, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to final and binding arbitration pursuant to the arbitration clause set forth above. Either party may commence mediation by providing to JAMS or AAA and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS or AAA and with one another in selecting a mediator from JAMS' or AAA's panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS or AAA employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this Clause may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.
 - d. Not a Condition of Employment. Employee and Company both acknowledge and agree that the decision to use ADR including arbitration was for each party's benefit and convenience and that use of arbitration or other form of ADR was not a condition of employment of Employee by Company. Employee understands and acknowledges that by agreeing to mandatory arbitration he relinquishes his right to have his claims or defense heard by a judge and jury.
21. BOTH SELLER AND BUYER AGREE TO INDEMNIFY, DEFEND AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY, BODILY INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE), COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES), PENALTIES, FINES AND JUDGMENTS OF ANY NATURE WHATSOEVER (COLLECTIVELY "LOSSES"), CAUSED BY OR ARISING OUT OF ANY NEGLIGENT ACTION, OR OMISSION, OR WILLFUL MISCONDUCT, OR ENVIRONMENTAL LIABILITY OF THE INDEMNIFYING PARTY. NOT WITHSTANDING THE ABOVE, IN NO EVENT SHALL BUYER OR SELLER IS LIABLE TO EACH OTHER FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF ORDERS. Where Services provided to or on behalf of the Buyer are sold, resold, or otherwise transferred to a third party, the third party, and its customers, assignees, and other successors in interest to these Services, shall have no rights greater than those granted Buyer herein. Buyer shall defend, indemnify and hold Seller harmless, its officers, directors, and employees, from and against any and all claims, losses, liabilities or expenses of third parties (including without limitation attorney's fees) which Buyer could not itself recover hereunder.

Oscar Mendoza

From: Stephen Crump <crumpco@pacbell.net>
Sent: Wednesday, January 8, 2020 12:34 PM
To: Michael Bonser
Subject: Re: Beaumont Change Order Quote

Five (5) 8" Val Matic **100% Port** ANSI Class 125 Flanged Cam-Centric Plug Valves with BS Worm Gear Act, fusion epoxy in/out, model # 5708F/6A02XF @ \$2,306.00 ea

Three (3) 8" Val Matic Swing-Flex Check Valve, fusion epoxy in/out @ \$1,618.00 ea

+ freight

+ sales taxes.

CRUMP & CO, INC.

Stephen A. Crump
PO 94836, Pasadena, Ca. 91109
(Phone) 626-794-1685
(Fax) 626-577-4488
(Cell) 626-893-7207

A Manufactures Representative Firm

Leaving Green Footprints - Think before you print.

On Wednesday, January 8, 2020, 7:11:52 AM PST, Michael Bonser <mbonser@wmlylesco.com> wrote:

Stephen,

I'm working on a change order for the Beaumont project. Attached is the PO.

We will need pricing for the following:

Five (5) 8" Val Matic 100% Port ANSI Class 125 Flanged Cam-Centric Plug Valves with BS Worm Gear Act

Three (3) 8" Val Matic Swing-Flex Check Valve

I can send you copies of the approved submittals if you would like.

Can you have please pricing to us by Tuesday January 14th?

Thanks,

Michael Bonser | Project Manager/Estimator

W. M. LYLES CO. | Southern Division

42142 Roick Dr. | Temecula, CA 92590

O 951-973-7393 | C 951-757-2330

www.wmlyles.com

Please access the hyperlink below for an important electronic communications disclaimer:

http://www.lylesgroup.com/disclaimer_lsc.html

Oscar Mendoza

From: Oscar Mendoza
Sent: Friday, January 31, 2020 3:34 PM
To: Oscar Mendoza
Subject: FW: Beaumont Salt Mitigation Project - Change order request for proposal

From: Juan Ahumada <jahumada@wmlylesco.com>
Date: January 31, 2020 at 3:05:56 PM PST
To: Michael Bonser <mbonser@wmlylesco.com>
Subject: FW: Beaumont Salt Mitigation Project - Change order request for proposal

Juan C. Ahumada | Project Executive
 W. M. LYLES CO. | Southern Division
 42142 Roick Dr. | Temecula, CA 92590
 O 951-973-7393 | C 951-972-2056
www.wmlyles.com

From: Stephen Crump <crumpco@pacbell.net>
Sent: Tuesday, November 5, 2019 9:40 AM
To: Juan Ahumada <jahumada@wmlylesco.com>
Subject: Beaumont Salt Mitigation Project - Change order request for proposal

Juan:

1-3", sewage combo air valve, # 803AXF (does not include optional backwash kit): \$1,421.00 each

-Delivery is based on current material availability and is subject to prior sales

-Pricing is valid for 30 days

-Quotation above is based on model numbers and quantities shown. Any deviation from this quotation can result in a change of price and availability for the items listed herein.

All sales are subject to the Val-Matic Valve & Manufacturing Corp. (Val-Matic), Terms of Sale effective on receipt of the purchase order, which are incorporated in full by this reference. The Terms of Sale are available at <http://www.valmatic.com/terms.html>, and can be provided to the purchaser upon request.

CRUMP & CO, INC.

Stephen A. Crump

PO 94836, Pasadena, Ca. 91109

(Phone) 626-794-1685

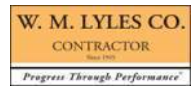
(Fax) 626-577-4488

Item 19.

(Cell) 626-893-7207

A Manufactures Representative Firm

Leaving Green Footprints - Think before you print.



Project Number: 55.1173
Project Name: City of Beaumont WWTP Salt Mitigation Upgrade Project
Project Owner: City of Beaumont

BURIED IS QUOTED WITH FULL PNT SYS, ALL ELSE IS STD PRIMER

INPLANT SALES

BG Pipe & Fittings

Table with 10 columns: System Description, Area, Pipe Material, Type, Quantity, Unit, Size (IN), Description, Unit Price, Total Price. Includes rows for various pipe fittings and valves like MJ 90° Bend, DI Mega Lug, PE Spool, etc.

TOTAL \$ 42,727.00



SOLD TO:
 WM LYLES COMPANY
 PO BOX 4377
 FRESNO, CA. 93744-4377

JOB ADDRESS:
 W.M. LYLES CO.
 715 W. 4TH STREET
 BEAUMONT, CA 92223

Quote

Date
 1/8/2020

www.WestPacProducts.com
 Bolts-Gaskets-Strut/Fittings-PipeSupports

Quote #	CO-MIKE	Rep	SP	FOB	Chino Ca.
Description	Qty	U/M	Cost	Total	
150#					
8" A307B BOLT SET STEEL PLAIN	14	ea	12.00	168.00T	
10" A307B BOLT SET STEEL PLAIN	6	ea	28.00	168.00T	
16" A307B BOLT SET STEEL PLAIN	17	ea	69.00	1,173.00T	
8" 150# FF 1/8" EPDM GASKETS	14	ea	6.00	84.00T	
10" 150# FF 1/8" EPDM GASKETS	6	ea	9.00	54.00T	
16" 150# FF 1/8" EPDM GASKETS	17	ea	18.00	306.00T	
1 1/8-7 HEAVY HEX NUT STEEL PLAIN	1	ea	1.02	1.02T	
SanBerdo-new7.75			7.75%	151.44	
			Total	\$2,105.46	



SOLD TO:
 WM LYLES COMPANY
 PO BOX 4377
 FRESNO, CA. 93744-4377

JOB ADDRESS:
 W.M. LYLES CO.
 715 W. 4TH STREET
 BEAUMONT, CA 92223

Quote

Date
 1/8/2020

www.WestPacProducts.com
 Bolts-Gaskets-Strut/Fittings-PipeSupports

Quote #	CO-MIKE	Rep	SP	FOB	Chino Ca.
Description		Qty	U/M	Cost	Total
150#					
	8" A307B BOLT SET STEEL PLAIN	14	ea	12.00	168.00T
	10" A307B BOLT SET STEEL PLAIN	6	ea	28.00	168.00T
	16" A307B BOLT SET STEEL PLAIN	17	ea	69.00	1,173.00T
	8" 150# FF 1/8" EPDM GASKETS	14	ea	6.00	84.00T
	10" 150# FF 1/8" EPDM GASKETS	6	ea	9.00	54.00T
	16" 150# FF 1/8" EPDM GASKETS	17	ea	18.00	306.00T
	1 1/8-7 HEAVY HEX NUT STEEL PLAIN	1	ea	1.02	1.02T
	8" FLANGE ADJUSTABLE GALVANIZED PIPE SUPPORTS-34" TALL	3	ea	366.00	1,098.00T
	10" ADJUSTABLE GALVANIZED PIPE SUPPORTS-3" TALL W/UBOLT	1	ea	389.00	389.00T
	16" ADJUSTABLE GALVANIZED PIPE SUPPORTS-52" TALL W/UBOLT	3	ea	588.00	1,764.00T
	8" CLEVIS HANGER HDG-44"C/L W/EYE-BOLTS	3	ea	210.00	630.00T
	3/4-10 HEX NUT GALVANIZED	12	ea	0.35	4.20T
	SanBerdo-new7.75			7.75%	452.54
				Total	\$6,291.76



Southern Contracting Company
 P.O. Box 445 San Marcos, CA 92079-0445
 Tel 760-744-0760 Fax 760-744-6475
 website: www.southerncontracting.com
 email: info@southerncontracting.com

Change Order Request

103801 — Wastewater Treatment Plant Salt Mitigation Upgrade COR Subject: CLAR 024 DCM 018

To	Juan C. Ahumada W.M. Lyles 42142 Roick Drive Temecula, CA 92590 951-973-7393	Contract No: 55.1173 COR Number: 103801-COR#016 COR Revision Number: 0 COR Date: 1/16/2020 Work Type: Price / Do Not Proceed Owner COR No: CLAR 024 DCM 018 Days Valid: 5
Return To	Dan Alcantar Southern Contracting Company 760-744-0760x621 619-778-0681 DAlcantar@southerncontracting.com	

Scope Of Work / Time Extension Request

The work associated with DCM18 CLAR 24 is a change to Southern Contracting Company's scope of work in which a change in Contract Price and Time is to be considered.

Accordingly, Southern Contracting Company requests a Contract Change Order in the amount of \$201,987.41

Scope of Work is as follows:

- Provide labor and materials to address electrical changes associated with the EQ Basin Changes, it has been determined to modify the discharge system from the Equalization Basin.

Station will be located on the north end of the basin.

The electrical feed for the new EQ Pump Station will originate in the electrical room of the Solids Handling Building. A manual transfer switch, generator receptacle and MCC-EQ have been added to the electrical design. Several site ductbanks are modified. Instrumentation and Controls changes.

Exclusions:

-Digging, backfill, concrete formed or poured, dry packing, surface restoration, permits, inspections.

Change in time: NA

Southern Contracting reserves all rights to additional costs and time for changes not identified in the documents furnished, and is not responsible for additional costs or time for work which is not part of our contract scope of work, unless stipulated above. Should additional information or clarification be required, please contact me at your convenience.

Summary

Total: \$201,987.41

Reservation of Rights

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

Signed By:



Daniel Alcantar
PM

Dated: 1/16/2020

Bid Summary Report

Item 19.

103801 Beaumont Chang Orders Estimator: Dan Alcantar

Job #2336

Job Name: 103801 Beaumont Chang Orders

Contractor:

Estimator: Dan Alcantar

Notes:

Bid Date:

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
COR#016 DCM 18 CLAR 024 rev1	\$25,926.62	100.00%	\$25,926.62	735.97	100.00%	735.97

Top Sheet

Raw Cost	\$178,977.15	Sales per Month	\$0.00
Tax	\$2,009.31	Return per Month	\$0.00
Raw Cost with Tax	\$180,986.46	Price per Square Foot	\$0.00
Overhead	\$19,001.07	Hours per Square Foot	0.00
Profit	\$0.00	Square Feet	0.00
Total Return Amount	\$19,001.07	Job Months	0.00
Total Return %	9.41%	Hours per Week	0.00
Price	\$199,987.53	Workers per Day	0.00
Bond	\$1,999.88	Total Hours	735.97
Sell Price	\$201,987.41	Mark Up Sales Tax	Yes
Adjusted Sell ()	\$0.00	Use Bond Table	Yes
Adjusted Sell Return 0.00 %	\$0.00		

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden		Labor Cost
				Rate	Percent	
General Foreman	10.00%	73.60	\$94.89	\$0.00	0.00%	\$6,983.59
Foreman	25.00%	183.99	\$88.33	\$0.00	0.00%	\$16,252.00
Journeyman	40.00%	294.39	\$81.76	\$0.00	0.00%	\$24,069.08
Appr-85%	25.00%	183.99	\$71.01	\$0.00	0.00%	\$13,065.26
Totals	100.00%	735.97	\$82.03	\$0.00	0.00%	\$60,369.93

Mark Ups

	OVERHEAD			PROFIT		
	Total	%	Amount	%	Amount	
Materials	\$25,926.62	+ 15.00%	\$29,815.61	+ 0.00%	\$29,815.61	
Labor	\$60,369.93	+ 15.00%	\$69,425.42	+ 0.00%	\$69,425.42	

Bid Summary Report

Item 19.

103801 Beaumont Chang Orders Estimator: Dan Alcantar

Job #2336

Supplier Quotes	\$78,455.00	+	5.00%	\$82,377.75	+	0.00%	\$82,377.75
SubContractors	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
Direct Job Expense	\$14,225.60	+	15.00%	\$16,359.44	+	0.00%	\$16,359.44
Equipment Rental	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
Totals	\$178,977.15		10.62%	\$197,978.22		0.00%	\$197,978.22

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$25,926.62	7.75%	\$2,009.31
Labor	\$60,369.93	0.00%	\$0.00
Supplier Quotes	\$62,415.00	0.00%	\$0.00
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$0.00	0.00%	\$0.00
Equipment Rental	\$0.00	0.00%	\$0.00
		Total Tax:	\$2,009.31

Supplier Quotes

Name	Supplier	Tax (0.0 %)	Unit Cost	Multiplier	Amount
Intrumentation and controls		No	\$16,040.00	1.00	\$16,040.00
MCC- Switchgear		Yes	\$62,415.00	1.00	\$62,415.00
			Total:		\$78,455.00

Direct Job Expense

Name	Supplier	Tax (0.0 %)	Unit Cost	Multiplier	Amount
Site Truck		No	\$26.15	472.00	\$12,342.80
FM Truck		No	\$26.15	72.00	\$1,882.80
			Total:		\$14,225.60

Job Name: 103801 Beaumont Chang Orders
 Job Number: 2336
 Extension Name: COR#016 DCM 18 CLAR 024 rev1

Material Filter: <None>
 Report: COR - 2

[Items and ByProducts]

Item #	Item Name	Quantity	Ext Price	Ext Labor
Label Set: Combined, Combined, Combined, Combined, Combined, Combin-				
Cost Code: 010 - Conduit/Raceway				
2,598	1/4" SS WEDGE ANCHOR	20.00	\$46.00	4.02
2,600	1/2" SS WEDGE ANCHOR	26.00	\$299.00	6.53
2,614	1/4x1" SS SCREWS	30.00	\$10.19	5.28
2,621	1/4" SS SADDLE WASHER	20.00	\$5.09	0.00
2,624	1/4" SS WASHER	40.00	\$4.40	0.00
2,631	1/4" SS NUT	30.00	\$4.02	0.00
2,658	1 5/8 STRUT-STAINLESS	4.00	\$47.50	0.75
2,684	3/4 GRC/PVC COATED	65.00	\$282.74	6.53
2,685	1 GRC/PVC COATED	290.00	\$1,633.09	36.42
2,687	1 1/2 GRC/PVC COATED	10.00	\$86.67	1.88
2,692	4 GRC/PVC COATED	10.00	\$311.53	4.77
2,697	3/4 GRC/PVC COUP	24.00	\$108.62	2.71
2,711	3/4 GRC/PVC ELBOW	8.00	\$128.98	5.53
2,712	1 GRC/PVC ELBOW	4.00	\$73.97	3.27
2,765	1 GRC/PVC HUB	10.00	\$514.34	6.28
2,772	4 GRC/PVC HUB	1.00	\$331.61	1.76
2,822	3/4 GRC/PVC LB BODY	4.00	\$215.75	3.27
2,860	1G OCAL FD BOX -3/4"	1.00	\$60.96	0.88
2,971	3/4 GRC/PVC CLAMP BAK	20.00	\$232.44	1.26
2,972	1 GRC/PVC CLAMP BAK	30.00	\$454.54	2.26
3,000	1 GRC/PVC CLAMP	30.00	\$289.57	7.91
60,040	Stanchion Installation	1.00	\$311.18	1.50
60,041	Aluminium Back Board by section	1.00	\$137.00	1.00
Cost Code: 020 - Wire/Cable				
4	16 TSP - SHIELDED CABLE BELDEN	230.00	\$165.60	2.89
74	12 XHHW CU STRANDED	1,800.00	\$274.86	13.56
75	10 XHHW CU STRANDED	7,500.00	\$1,716.53	75.36
76	8 XHHW CU STRANDED	1,800.00	\$596.14	22.61
			<u>\$25,926.62</u>	<u>735.97</u>
			<u>\$5,589.19</u>	<u>103.81</u>

Job Name: 103801 Beaumont Chang Orders

Job Number: 2336

Extension Name: COR#016 DCM 18 CLAR 024 rev1

Material Filter: <None>

Report: COR - 2

[Items and ByProducts]

Item #	Item Name	Quantity	Ext Price	Ext Labor
78	4 XHHW CU STRANDED	5,500.00	\$4,012.63	96.71
82	1/0 XHHW CU STRANDED	100.00	\$194.82	2.76
91	600 XHHW CU STRANDED	350.00	\$3,538.57	21.10
4,082	10 GA TERMINATION	24.00	\$26.40	5.43
4,083	8 GA TERMINATION	6.00	\$6.60	1.88
4,085	4 GA TERMINATION	18.00	\$22.50	7.91
4,089	1/0 TERMINATION	2.00	\$3.00	1.51
4,098	600 MCM TERMINATION	18.00	\$45.00	32.78
60,050	Wire Tags Tube Style	68.00	\$170.00	0.68
Cost Code: 030 - Power Distribution			<u>\$5,995.00</u>	<u>88.38</u>
7,704	4 SECTION MCC	1.00	\$0.00	60.29
8,909	400 AMP XFER SWITCH	1.00	\$0.00	20.10
60,052	Generator Recept 400 AMP	1.00	\$3,998.00	6.00
60,053	400 amp plug	1.00	\$1,997.00	2.00
Cost Code: 040 - Lighting			<u>\$660.00</u>	<u>7.79</u>
10,531	WALL PACK 50W	4.00	\$0.00	7.79
60,051	Type 10 fixture	4.00	\$660.00	0.00
Cost Code: 050 - Wiring Devices			<u>\$7.40</u>	<u>11.74</u>
13,151	DPLX 20/3 GFCI	1.00	\$7.40	0.44
13,214	RCPT 400A 4W-4P	1.00	\$0.00	11.30
Cost Code: 080 - Grounding Systems			<u>\$142.33</u>	<u>2.83</u>
187	3/0 BARE CU STRANDED	50.00	\$142.33	2.83
Cost Code: 110 - Underground			<u>\$2,760.05</u>	<u>236.23</u>
3,188	1 PVC 40 (TRENCH)	3,100.00	\$1,419.97	155.74
3,190	1 1/2 PVC 40 (TRENCH)	600.00	\$445.42	32.03
3,191	2 PVC 40 (TRENCH)	480.00	\$424.48	27.13
3,195	4 PVC 40 (TRENCH)	100.00	\$242.12	6.91
3,217	1 PVC ELBOW	6.00	\$25.05	2.64
3,219	1 1/2 PVC ELBOW	2.00	\$11.45	1.26
3,224	4 PVC ELBOW	4.00	\$182.54	7.54

Job Name: 103801 Beaumont Chang Orders
 Job Number: 2336
 Extension Name: COR#016 DCM 18 CLAR 024 rev1

Material Filter: <None>
 Report: COR - 2

[Items and ByProducts]

Item #	Item Name	Quantity
3,461	1 PVC FEMALE ADPT	6.00
3,463	1 1/2 PVC FEMALE ADPT	2.00
3,468	4 PVC FEMALE ADPT	1.00
[Items and ByProducts] Total:		

Ext Price
\$3.30
\$1.75
\$3.97
<u>\$25,926.62</u>

Ext Labor
1.36
0.63
1.00
<u>735.97</u>

**CITY OF BEAUMONT WASTE WATER TREATMENT PLANT
SALT MITIGATION UPGRADE PROJECT**

CLARIFICATION 24

To (Construction Manager): Stantec Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	
From (Engineer): AQUA/SKM Engineering Attention: Dallin Stephens Phone: 801-683-3746 Email: dallin.stephens@aquaeeng.com	
Subject: EQ Basin Modifications	Location: Civil and EQ Basin
Reference Documents: Multiple Drawings (see attached table), Specification Sections 432313, 262816	
CLARIFICATION	
Note the following:	
<p>After discussion with the City, it has been determined to modify the discharge system from the Equalization Basin by deleting the valve vault (as detailed on C-34) and adding a pump station to the Equalization Basin that discharges directly to the Fine Screens structure. This change eliminates the possibility of flooding the Influent Pump Station in the event that the valve in the Valve Vault were to fail open. The attached drawings show the extent of the required changes, but in general, the changes are summarized as follows:</p>	
<ol style="list-style-type: none"> 1. The EQ basin will be rotated such that the tipping buckets are located on the south end and the (formerly) south wall and interior wall will be raised to the same elevation as the remaining walls. The new EQ Pump Station will be located on the north end of the basin. 2. The site grading is to be modified to bring the grade to within 42" \pm of the top of wall of the EQ basin on all sides. The grading to the north is also modified to promote better drainage. 3. The piping from the EQ basin to the valve vault, and from the valve vault to Manhole #5, as well as the vault itself are to be deleted. A new 16" line from the EQ Pump Station to the Fine Screens is to be installed (the same pipe number, #6, is to be reused for this pipeline). 4. The electrical feed for the new EQ Pump Station will originate in the electrical room of the Solids Handling Building. A manual transfer switch, generator receptacle and MCC-EQ have been added to the electrical design. Several site ductbanks are modified. 5. The attached drawings also show changes related to RFC 12 and RFIs 69 and 76, which have already been addressed but did not have updated drawings included. 	
<p>A specification for the new EQ pumps (Section 432313) and manual transfer switches (Section 262816) is also included as part of this clarification.</p>	
Prepared By (Name): Dallin Stephens, AQUA Engineering	Date: 10/21/19
Distributed By:	Date:

Drawing	Modifications
C-4	Point #115 was added to the drawing and coordinate table; grading was updated
C-5	Grading by the eq. basin was updated.
C-6	Point #145 and #146 was updated on the coordinate table and drawing; grading was updated.
C-7	Added gravel swales; grading was updated.
C-20	Line 6 was updated; NPW piping was adjusted; valve vault was deleted
C-23	EQ pump Station added to the drawing
EQS-1	Basin was rotated; pump station pad added; wall heights adjusted.
EQS-3	Wall heights adjusted and wall reinforcing adjusted.
EQS-4	Wall heights adjusted
EQS-5	Grout elevations updated. Corner wall reinf detail and wall intersection detail added.
EQS-6	New sheet added.
EQS-7	New sheet added.
EQS-8	New sheet added.
EQM-1	Pump station and 16" pipe added. 20" pipe from influent pump station location updated; 16" drain pipe deleted
EQM-2	Grout dimension added. 24" pipe location updated; detail added for 20" influent pipe
EQM-3	New sheet added.
EQM-4	New sheet added.
EQM-5	New sheet added.
FSS-1	Updated 24" pipe to 30" pipe. Added 16" pipe.
FSS-2	Updated 24" pipe to 30" pipe. Added 16" pipe.
FSS-5	Updated grating support dimensions.
FSM-1	Updated manhole and drain lines locations. Added 16" line from eq basin.
FSM-3	Added pipe numbers to the Pipe Schedule
FSM-4	New sheet added showing 16" pipe from EQ basin
SCH-19	Schedule updated with additional valves
SCH-24	Schedule updated with additional meter
SCH-26	Schedule updated with additional pumps
PI-04	Removed valve vault and associated equipment removed. Routed Equalization Basin communications through RIO-SH, instead of RIO-HW
PI-04A	Added sheet to show EQ Basin Pumps
PI-05	Added piping from Equalization Basin to Fine Screens
I-14	Removed inputs/outputs from valve vault. Relocated EQ Basin level alarms.
I-18	Feedback added for EQ Basin Flow and Odor Control instrumentation. Added inputs/outputs for Equalization Basin instrumentation.
SE-01	Renamed and relocated handholes HH-106 and HH-106A to HH-303 and HH-303A.
SE-02	Removed HH-106 and HH-106A, ductbanks DB-101.1 and DB-50, and valve vault. Relocated ductbanks DB-104 and DB-104.1 and handhole HH-104. Added handhole HH-104A and ductbanks DB-104.4 and DB-104.5.
SE-04	Rotated Equalization Basin. Added EQ Basin Pump Station, handholes HH-303, HH-303A, and ductbanks DB-303.3, and DB-303.2. Removed DB-106.
LE-02	Removed handhole HH-50A. Relocated handhole HH-104. Added handhole HH-104A.
LE-03	Relocated handhole HH-104. Added handhole HH-104A.
LE-06	Removed valve vault and handholes HH-106 and HH-106A. Rotated Equalization Basin. Added EQ Basin Pump Station and handholes HH-303 and HH-303A.
LE-20	Updated MCC-SH layout. Added MCC-EQ, Generator Receptacle Enclosure and MTS-SH.
E-03	Removed valve FV-1533.
E-10	Relocated LP-SH from SWBD-SH. Added connection to MCC-EQ from SWBD-SH.
E-11	Updated MCC-SH layout. Added MCC-EQ. Relocated LP-SH to MCC-EQ.
E-12	Removed valve FV-1533. Updated loads for SWGR-HW and DP-HW1.
E-13	Removed LIT-1501 and LIT-1502. Updated loads at LP-HW1, LP-HW2 and MVSWGR.
E-16	Added loads for MCC-EQ. Added EQ Basin Pump Station equipment to LP-SH load. Removed load for solids building lighting from SWBD-SH.
E-17	Updated drawing reference for level sensors and switches at Equalization Basin. Removed valve vault instrumentation. Added flow meter for equalization basin pumps.
E-19	Added filter to VFD Control Schematic for EQ Basin Pumps P-1531, P-1532 and P-1533
CE-01	Conduit P0301 rerouted through MCC-EQ. Added conduits P0304 and P1171. Updated ductbank references for conduits P300A, P1101, P1102, P1111, P1112A, P1112B, P1113, P1122A, P1151, P1152, P1161, P1172A, P1172B, P1181, P1182A, P1202, P1212, P1231A, P1241 and P1251.
CE-02	Conduits P1501, P1502, P1511 and P1514 routed through LP-SH, instead of LP-HW. Updated ductbank reference for conduit P1611. Removed conduit P1533 to FV-1533. Added conduits P1531, P1532, P1533 and P1541 to EQ basin pumps and flow meter.
CE-04	Updated handhole and ductbank routing for conduits C1112, C1112A, C1122, C1122A, C1172, C1182, C1202, C1212, C1231, C1241 and C1251.
CE-05	Updated conduit C1503, C1504, C1511 and C1514 to route through RIO-SH. Removed conduit C1534. Added conduit C1531. Updated ductbank routing for conduit C1611.
CE-07	Removed conduit S1533. Updated conduits S1501 and S1502 to route through RIO-SH. Added conduits S1541 and S1541A. Updated handhole and ductbank routing for conduit S1114, S1124 and S1161.
CE-09	Updated ductbank routing for conduit F1161.
CE-10	Removed conduit SP1533. Updated conduits SP1501 and SP1503 to route through RIO-SH. Updated handhole and ductbank routing for conduits SP1101, SP1112, SP1114, SP1161, SP1511 and SP1514. Added conduits SP0303 and SP0304.
CE-11	Removed conduit S1533+. Updated combined conduit P1501+ to include P1541 and route through LP-SH. Updated combined conduit C1503+ to route through RIO-SH. Updated combined conduit S1501+ to include S1541 and route through RIO-SH. Updated ductbank routing for conduit P1101+.
CE-13	Removed HH-50A and rerouted conduits to HH-104 and HH-104A. Updated routing to handholes HH-104 and HH-104A.
CE-14	Updated routing for handholes HH-104 and HH-104A. Removed HH-50 routing.
CE-18	Removed EQ return valve vault conduits and equipment. Removed handholes HH-106 and HH-106A. Relocated EQ basin level sensors and level switches.
CE-26	Added MCC-EQ. Updated HH-303 and added HH-303A to show conduit routing for equipment in EQ Basin Pump Station and relocated level sensors and switches.
CE-28	Removed ductbanks DB-101.1 and DB-50.
CE-29	Removed ductbank DB-106. Updated ductbanks DB-104, DB-104.1, DB-104.2 and DB-104.3. Added ductbanks DB-104.4 and DB-104.5.
CE-30	Updated DB-303.1 to add new conduits. Added DB-303.2 and DB-303.3.

ALBERT A. WEBB & ASSOCIATES
 CIVIL ENGINEERS
 2788 MCRAE STREET
 SUITE 200
 SALT LAKE CITY, UT 84119
 (801) 488-1256

AQUA ENGINEERING

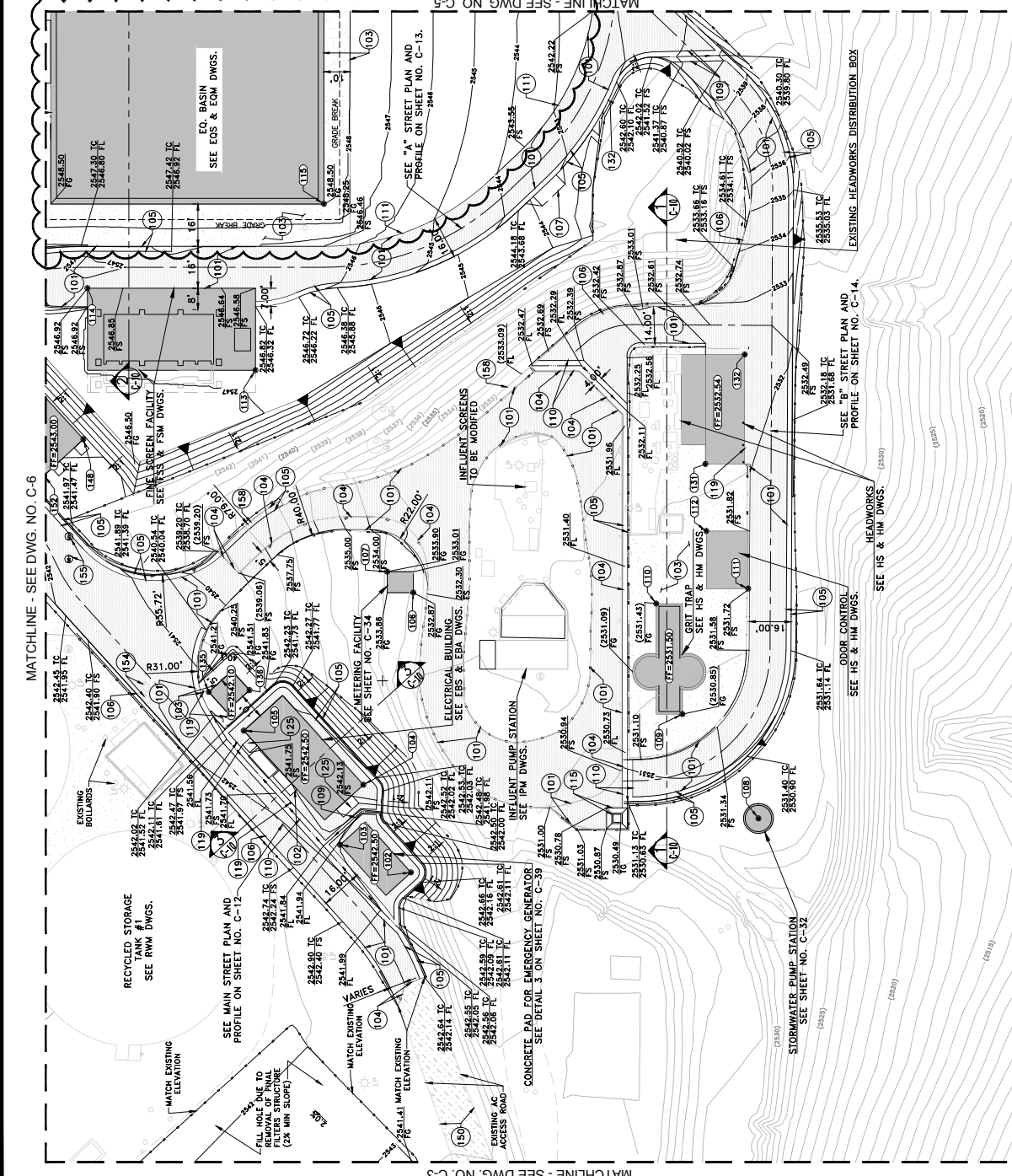
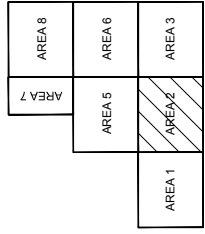
CITY OF BEAUMONT
 SALT MITIGATION WWTWP UPGRADE
 CIVIL
 AREA 2 GRADING AND PAVING PLAN

NO.	DATE	DESIGN	CHECKED
C	7/3/18	SLB	BPK
Z	7/2/19	ASB	SLB
1	10/1/19	ASB	SLB

- CONSTRUCTION NOTES**
- (10) CONSTRUCT 4" AC PAVEMENT OVER 6" AB-CLASS II BASE AND DETAIL 124 ON SHEET NO. CD-3.
 - (102) CONSTRUCT 8" CONCRETE OVER 6" AB-CLASS II BASE AND DETAIL 122 ON SHEET NO. CD-3.
 - (103) INSTALL 3" OF 3/4" CRUSHED ROCK OVER COMPACTED NATIVE CD-4.
 - (104) SAWCUT EXISTING AC PAVEMENT AND JOIN PER DETAIL 131 ON SHEET NO. CD-4.
 - (105) CONSTRUCT 6" CURB & GUTTER PER COUNTY OF RIVERSIDE STD. DWG. 200
 - (106) CONSTRUCT 6" "D" CURB PER COUNTY OF RIVERSIDE STD. DWG. 204
 - (107) CONSTRUCT DRAINWAY APPROACH PER COUNTY OF RIVERSIDE STD. DWG. NO. 207
 - (109) CONSTRUCT 2" CROSS GUTTER PER DETAIL 129 ON SHEET NO. CD-4.
 - (11) CONSTRUCT 4" CROSS GUTTER PER DETAIL 128 ON SHEET NO. CD-4.
 - (11) CONSTRUCT REDWOOD HEADER PER DETAIL 128 ON SHEET NO. CD-4.
 - (12) CONSTRUCT RETAINING WALL TYPE 1 (CASE 1) PER CALTRANS STANDARD 83-1A
 - (15) INSTALL CATCH BASIN PER DETAIL 112 AND 113 ON SHEET NO. CD-2.
 - (19) CONSTRUCT STANDARD PIPE BOLLARD PER DETAIL 120 ON SHEET NO. CD-3.
 - (25) CONSTRUCT CONCRETE LANDING PER DETAIL 122 ON SHEET NO. CD-3.
 - (50) EXISTING AC PAVEMENT
 - (54) EXISTING UTILITY VAULT, PROTECT IN PLACE UNLESS A TRAFFIC RATED CONVERSION IS NEEDED, TO BE ASSESSED ON SITE.
 - (55) EXISTING MANHOLE, PROTECT IN PLACE, ADJUST TO GRADE AS REQUIRED.
 - (58) EXISTING CURB

COORDINATE TABLE

POINT #	ELEVATION	MARKING	DESCRIPTION
102	2543.50	2543.50	FT S COR EXHAUSTOR
104	2542.50	2542.50	FT N COR EXHAUSTOR
105	2542.50	2542.50	FT S COR ELECTRICAL BLDG
106	2542.00	2542.00	FT N COR ELECTRICAL BLDG
107	2542.00	2542.00	FT SW COR METERING FACILITY
108	2531.00	2531.00	FT NE COR METERING FACILITY
109	2531.00	2531.00	TOP CENTER STORMWATER PUMP STATION
110	2531.00	2531.00	FT SW COR GRET TRAP
111	2532.25	2532.25	FT SW COR GRET CONTROL
112	2531.00	2531.00	FT NE COR GRET CONTROL
113	2545.85	2545.85	PS SW COR FINE SCREEN
114	2545.85	2545.85	PS SW COR FINE SCREEN
115	2545.85	2545.85	PS SW COR FINE SCREEN
116	2535.25	2535.25	FT SW COR TRANSFORMER
117	2535.25	2535.25	FT SW COR TRANSFORMER
118	2542.10	2542.10	FT NE COR TRANSFORMER PAD
119	2542.10	2542.10	FT SW COR TRANSFORMER PAD
146	2543.02	2543.02	FT SW COR CHEMICAL STORAGE
152	2543.02	2543.02	FT NW COR CHEMICAL STORAGE



MATCHLINE - SEE DWG. NO. C-3
 MATCHLINE - SEE DWG. NO. C-4
 MATCHLINE - SEE DWG. NO. C-5

ALBERT A. WEBB & ASSOCIATES
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 2788 McCAW STREET
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AQUA ENGINEERING

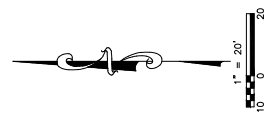
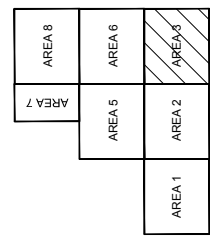
CITY OF BEAUMONT
SALT MITIGATION W/TP UPGRADE
CIVIL
AREA 3 GRADING AND PAVING PLAN

NO.	DATE	DESIGN	CHECKED
C	8/9/18	ASB	BRK
1	10/11/19	ASB	SLB

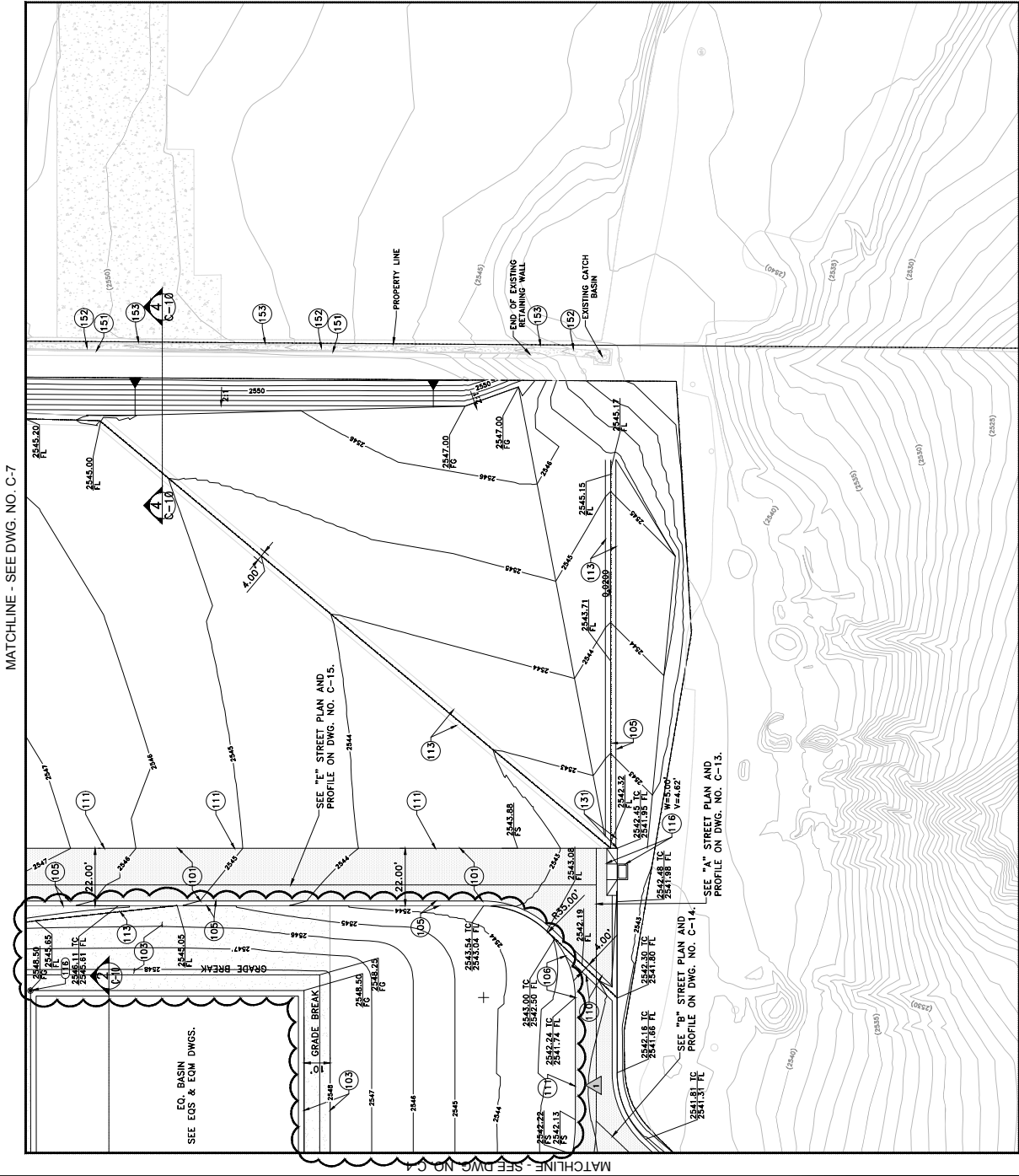
DRAWING IS TO SCALE
 1" = 100' HORIZONTAL
 1" = 4' VERTICAL
 1/2" = HALF SCALE

COORDINATE TABLE

POINT #	ELEVATION	NORTHING	EASTING	DESCRIPTION
118	2532.00	2280765.11	8338864.64	TOW NE COR E2 BASIN



- CONSTRUCTION NOTES**
- (10) CONSTRUCT 4" AC PAVEMENT OVER 6" AB-CLASS II BASE AND DETAIL 124 ON SHEET NO. CD-3.
 - (03) INSTALL 3" OF 3/4" CRUSHED ROCK OVER COMPACTED NATIVE
 - (09) CONSTRUCT 6" CURB & GUTTER PER COUNTY OF RIVERSIDE STD. DWG. 200
 - (06) CONSTRUCT 6" "D" CURB PER COUNTY OF RIVERSIDE STD. DWG. 204
 - (10) CONSTRUCT 4" CROSS GUTTER PER DETAIL 128 ON SHEET NO. CD-4.
 - (11) CONSTRUCT REDWOOD HEADER PER DETAIL 125 ON SHEET NO. CD-3.
 - (13) INSTALL GRAVEL SWALE PER DETAIL 130 ON SHEET NO. CD-4.
 - (11) CONSTRUCT CATCH BASIN NO. 1 PER REFINISHED STD. DWG. NO. CR100 AND LOCAL DEPRESSION PER LD201 CASE "B".
 - (13) CONSTRUCT SWALE TO CURB TRANSITION PER DETAIL 134 ON SHEET NO. CD-4.
 - (15) EXISTING RETAINING WALL
 - (52) EXISTING Y-DITCH
 - (53) EXISTING FENCE



MATCHLINE - SEE DWG. NO. C-7

MATCHLINE - SEE DWG. NO. C-4

Item 19.

C-6

0 1/2" = 1' SCALE
DRAWING IS TO SCALE
1" = 10' HORIZONTAL SCALE
1/2" = 1/4" VERTICAL SCALE

AREA 1	AREA 2	AREA 3
AREA 4	AREA 5	AREA 6
AREA 7	AREA 8	AREA 9

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AQUA ENGINEERING

CITY OF BEAUMONT
SALT MITIGATION WWTUP UPGRADE
CIVIL
AREA 5 GRADING AND PAVING PLAN

NO.	DATE	DESIGN	DRAWN	CHECKED	ORIGINAL
C	9/2/18	SLB	BRP		
1	2/11/19	ASB	SLB		
2	7/26/19	ASB	SLB		
3	10/11/19	ASB	ASB		

CONSTRUCTION NOTES

- CONSTRUCT 4" AC PAVEMENT OVER 6" AB-CLASS II BASE AND DETAIL 124 ON SHEET NO. CD-3.
- INSTALL 3" OF 3/4" CRUSHED ROCK OVER COMPACTED NATIVE STD. DWG. 204
- CONSTRUCT 6" CURB & GUTTER PER COUNTY OF RIVERSIDE STD. DWG. 204
- CONSTRUCT 6" "D" CURB PER COUNTY OF RIVERSIDE STD. DWG. NO. 207
- CONSTRUCT DRIVEWAY APPROACH PER COUNTY OF RIVERSIDE STD. DWG. NO. 207
- CONSTRUCT 4" CROSS GUTTER PER DETAIL 128 ON SHEET NO. CD-4.
- CONSTRUCT REDWOOD HEADER PER DETAIL 125 ON SHEET NO. CD-3.
- CONSTRUCT RETAINING WALL TYPE 1 (CASE 1) PER CALTRANS STANDARD B3-1A
- INSTALL GRAVEL SWALE PER DETAIL 130 ON SHEET NO. CD-4.
- INSTALL CATCH BASIN PER DETAIL 112 AND 113 ON SHEET NO. CD-2.
- CONSTRUCT CATCH BASIN NO. 1 PER RCFCAWCD STD. DWG. NO. C8100 AND LOCAL DEPRESSION PER LD201 CASE "B".
- CONSTRUCT STANDARD PIPE BOLLARD PER DETAIL 120 ON SHEET NO. CD-3.
- CONSTRUCT 5" EXTENDED SIDEWALK PER DETAIL 127 ON SHEET NO. CD-3.
- CONSTRUCT SIDEWALK PER DETAIL 128 ON SHEET NO. CD-3.
- CONSTRUCT CONCRETE APPROACH PER DETAIL 121 ON SHEET NO. CD-3.
- CONSTRUCT CONCRETE LANDING PER DETAIL 122 ON SHEET NO. CD-3.
- INSTALL HANDICAPPED STALL PER DETAIL 132 ON SHEET NO. CD-4.
- EXISTING AC PAVEMENT
- EXISTING V-DITCH
- EXISTING FENCE
- EXISTING MANHOLE, PROTECT IN PLACE, ADJUST TO GRADE AS REQUIRED.
- EXISTING UTILITY VAULT, TO BE RELOCATED.

COORDINATE TABLE

POINT #	ELEVATION	NOTHING	DISTING	DESCRIPTION
133	2541.06	2280832.08	E581642.84	FF W COR SOLIDS HOLDING BLOWERS
134	2541.06	2280832.79	E581644.08	FF E COR SOLIDS HOLDING BLOWERS
135	2542.50	2280834.28	E581672.53	FF NW COR MEMBRANE BUILDING
136	2542.50	2280832.49	E581650.55	FF SE COR MEMBRANE BUILDING
137	2542.50	2280834.33	E581674.45	FF NE COR SOLIDS HOLDING BLOWERS
138	2542.50	2280832.50	E581652.07	FF SE COR CHEMICAL STORAGE
139	2542.50	2280834.33	E581674.45	FF NE COR CHEMICAL STORAGE
140	2542.50	2280832.50	E581652.07	FF SE COR CHEMICAL STORAGE
141	2542.50	2280834.33	E581674.45	FF NE COR CHEMICAL STORAGE
142	2542.50	2280832.50	E581652.07	FF SE COR CHEMICAL STORAGE

MATCHLINE - SEE DWG. NO. C-8 (Left)

MATCHLINE - SEE DWG. NO. C-4 (Right)

439

NO.	DATE	DESIGN	DRAWN	CHECKED
C	9/3/18	SLB	ASB	BRK
1	10/11/19	ASB	ASB	SLB

CITY OF BEAUMONT
SALT MITIGATION W/TP UPGRADE
CIVIL
AREA 6 GRADING AND PAVING PLAN



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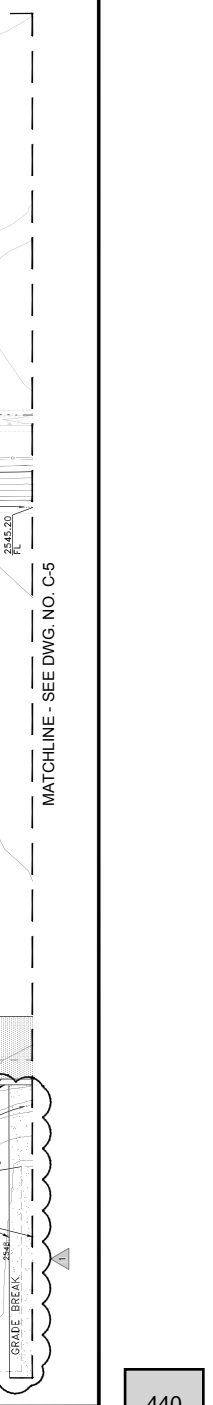
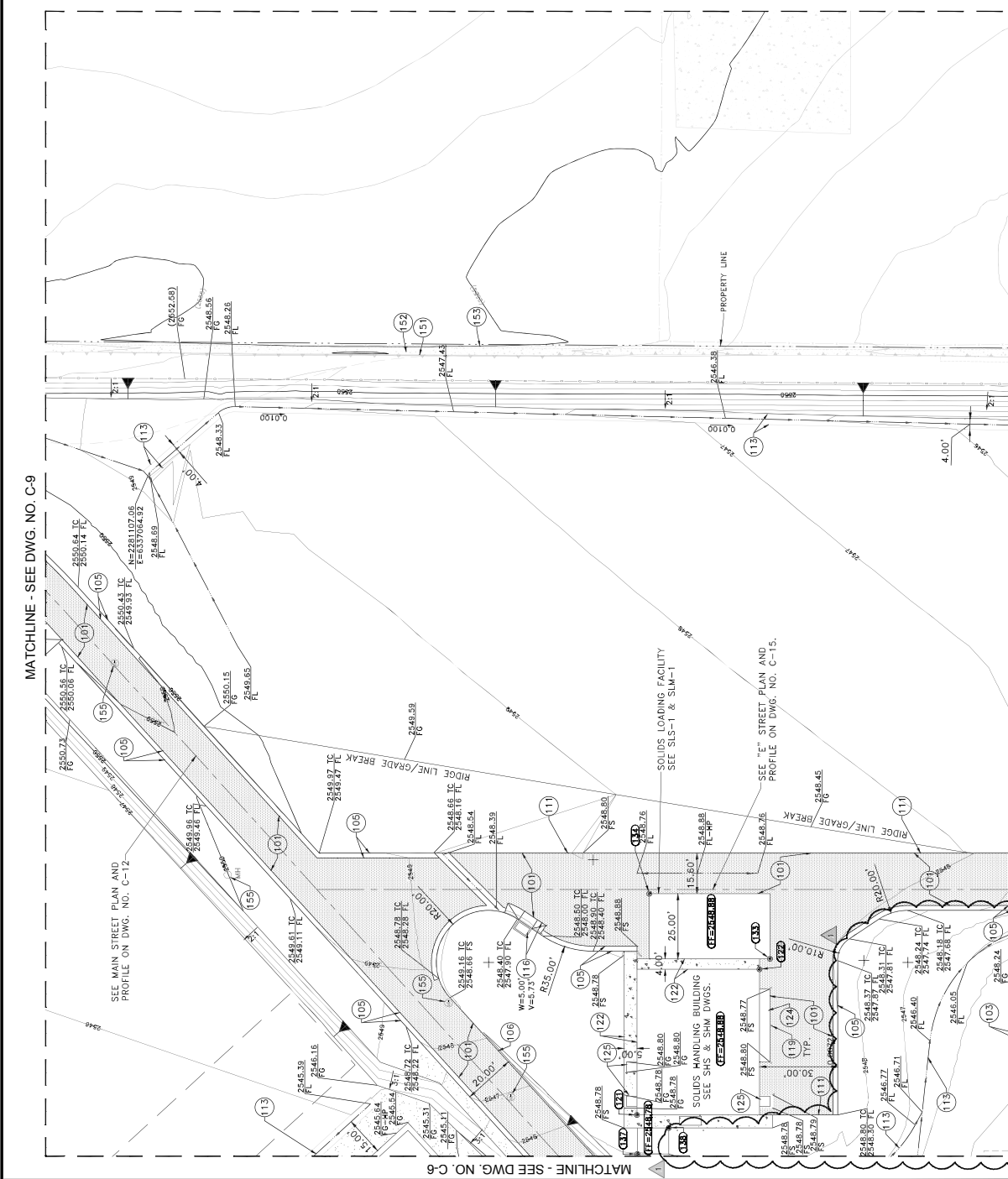
Item 19.
C-7
SHEET

CONSTRUCTION NOTES

- (10) CONSTRUCT 4" AC PAVEMENT OVER 6" AB-CLASS II BASE AND DETAIL 124 ON SHEET NO. CD-5.
- (101) INSTALL 3" OF 3/4" CRUSHED ROCK OVER COMPACTED NATIVE
- (102) CONSTRUCT 6" CURB & GUTTER PER COUNTY OF RIVERSIDE STD. DWG. 200
- (103) CONSTRUCT 6" "D" CURB PER COUNTY OF RIVERSIDE STD. DWG. 204
- (104) CONSTRUCT 4" CROSS GUTTER PER DETAIL 128 ON SHEET NO. CD-4.
- (105) CONSTRUCT REDWOOD HEADER PER DETAIL 125 ON SHEET NO. CD-3.
- (106) INSTALL GRAVEL SWALE PER DETAIL 130 ON SHEET NO. CD-4.
- (107) CONSTRUCT CATCH BASIN NO. 1 PER R/CRAWCD STD. DWG. NO. CB100 AND LOCAL DEPRESSION PER LD201 CASE "B".
- (108) CONSTRUCT SIDEWALK PER DETAIL 126 ON SHEET NO. CD-3.
- (109) CONSTRUCT CONCRETE APPROACH PER DETAIL PER DETAIL 121 ON SHEET NO. CD-5.
- (110) EXISTING RETAINING WALL
- (111) EXISTING V-DITCH
- (112) EXISTING FENCE
- (113) EXISTING MANHOLE, PROTECT IN PLACE, ADJUST TO GRADE AS REQUIRED.

COORDINATE TABLE

POINT #	ELEVATION	NORTHING	EASTING	DESCRIPTION
121	2548.88	2285925.01	6338818.51	FF NW COR SOLIDS HANDLING BUILDING
122	2548.88	2285925.01	6338818.51	FF SE COR SOLIDS HANDLING BUILDING
123	2548.88	2285885.33	6338818.51	FF SW COR SOLIDS LOADING FACILITY
124	2548.88	2285885.33	6338818.51	FF NE COR SOLIDS LOADING FACILITY
125	2548.78	2285913.79	6338803.51	TOP NW COR TRANSFORMER VAULT
126	2548.78	2285907.79	6338813.51	TOP SE COR TRANSFORMER VAULT



Item 19.

C-20

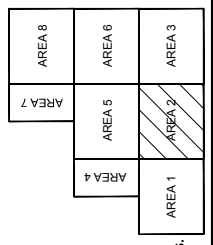
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CIVIL ENGINEERS
1250 W. 1500 S. SUITE 200 BOUNTIFULL, UT 84010
PHONE (801) 299-1227 FAX (801) 299-0153



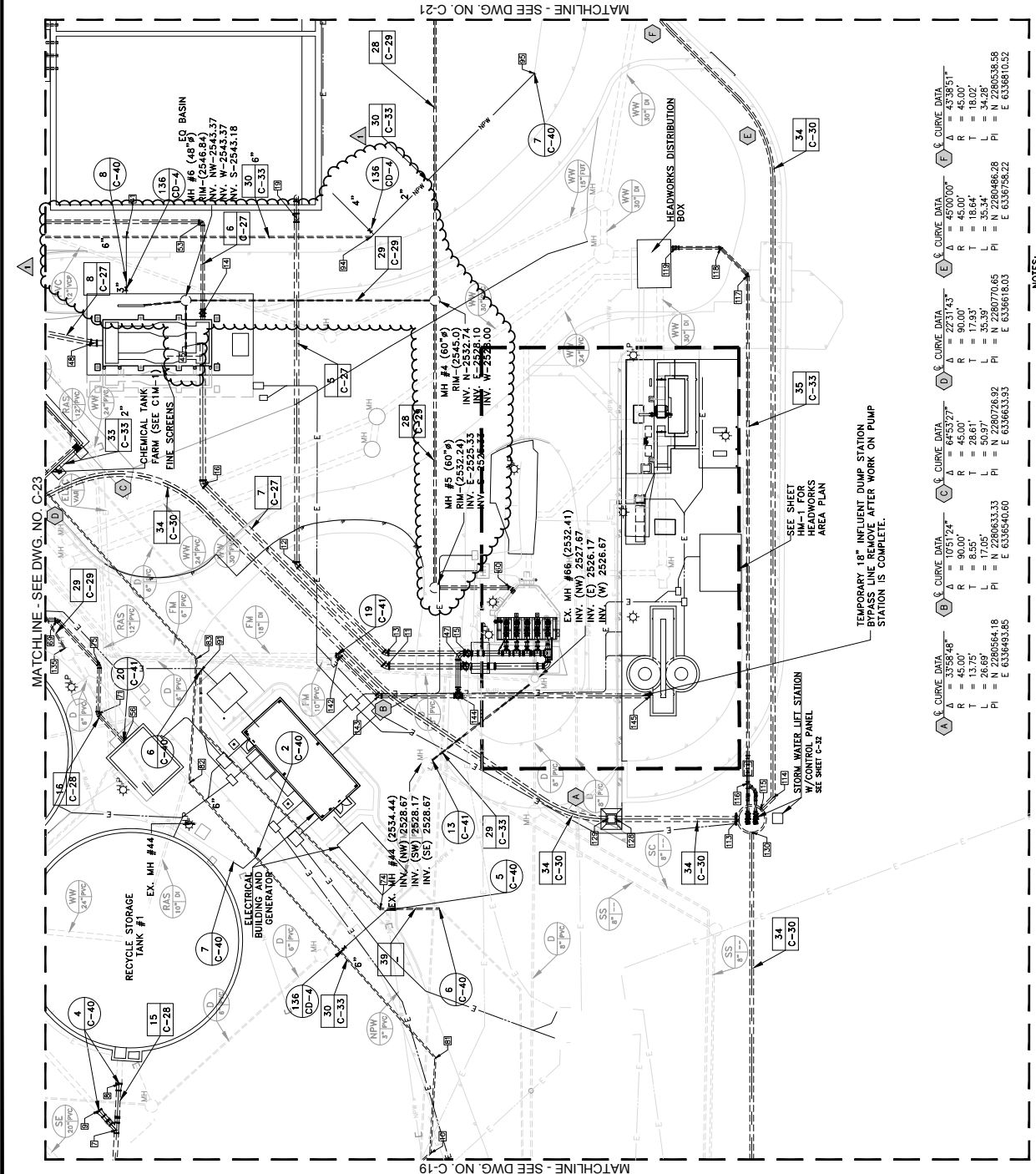
CITY OF BEAUMONT
SALT MITIGATION WWTP UPGRADE
CIVIL
AREA 2 YARD PIPING PLAN

NO.	DATE	DESIGN	DRAWN	CHECKED
C	9/2/18	SLB	SLB	BRK
I	10/11/19	SLB	SLB	BRK

DRIVING IS TO SCALE
1" = 20'
DRAWING IS TO SCALE
1" = 20'
1/2" = HALF SCALE



Point No.	N	E	Inv. Elev.	Fitting	Size
7	2280739.48	6338773.83	2536.50	WE	18"
8	2280738.58	6338391.48	2536.50	REDUCER	10"
9	2280746.34	6338381.43	2536.50	REDUCER	10"
10	2280618.43	6338504.96	2535.50	45° BEND	6"
11	2280635.52	6338552.67	2527.46	45° BEND	24"
12	2280669.89	6338591.86	2529.83	45° BEND	20"
13	2280654.51	6338552.67	2527.46	45° BEND	24"
14	2280706.25	6338668.78	2540.25	---	18"
15	2280655.17	6338552.67	2527.46	45° BEND	24"
16	2280670.09	6338776.48	2543.67	90° BEND	20"
17	2280635.74	6338718.18	2543.00	90° BEND	18"
18	2280635.74	6338718.18	2543.00	90° BEND	18"
19	2280635.74	6338718.18	2543.00	90° BEND	18"
20	2280635.74	6338718.18	2543.00	90° BEND	18"
21	2280635.74	6338718.18	2543.00	90° BEND	18"
22	2280635.74	6338718.18	2543.00	90° BEND	18"
23	2280635.74	6338718.18	2543.00	90° BEND	18"
24	2280635.74	6338718.18	2543.00	90° BEND	18"
25	2280635.74	6338718.18	2543.00	90° BEND	18"
26	2280635.74	6338718.18	2543.00	90° BEND	18"
27	2280635.74	6338718.18	2543.00	90° BEND	18"
28	2280635.74	6338718.18	2543.00	90° BEND	18"
29	2280635.74	6338718.18	2543.00	90° BEND	18"
30	2280635.74	6338718.18	2543.00	90° BEND	18"
31	2280635.74	6338718.18	2543.00	90° BEND	18"
32	2280635.74	6338718.18	2543.00	90° BEND	18"
33	2280635.74	6338718.18	2543.00	90° BEND	18"
34	2280635.74	6338718.18	2543.00	90° BEND	18"
35	2280635.74	6338718.18	2543.00	90° BEND	18"
36	2280635.74	6338718.18	2543.00	90° BEND	18"
37	2280635.74	6338718.18	2543.00	90° BEND	18"
38	2280635.74	6338718.18	2543.00	90° BEND	18"
39	2280635.74	6338718.18	2543.00	90° BEND	18"
40	2280635.74	6338718.18	2543.00	90° BEND	18"
41	2280635.74	6338718.18	2543.00	90° BEND	18"
42	2280635.74	6338718.18	2543.00	90° BEND	18"
43	2280635.74	6338718.18	2543.00	90° BEND	18"
44	2280635.74	6338718.18	2543.00	90° BEND	18"
45	2280635.74	6338718.18	2543.00	90° BEND	18"



Curve Data	Curve Data	Curve Data	Curve Data	Curve Data	Curve Data
A: Δ = 3358.48°, R = 45.00', T = 13.75', L = 26.69', PI = N 2280564.18 E 6336493.85	B: Δ = 1051.24°, R = 8.55', T = 17.05', L = 35.39', PI = N 2280633.33 E 6336540.60	C: Δ = 6453.27°, R = 28.61', T = 50.97', L = 101.73', PI = N 2280706.65 E 6336663.93	D: Δ = 2731.43°, R = 13.93', T = 26.69', L = 53.36', PI = N 2280770.65 E 6336663.93	E: Δ = 4500.00°, R = 18.84', T = 35.34', L = 72.52', PI = N 2280686.28 E 6336758.22	F: Δ = 4238.51°, R = 18.00', T = 34.28', L = 71.00', PI = N 2280538.58 E 6336810.52

NOTES:
1. SEE SHEET C-35 FOR YARD PIPING AND MANHOLE SCHEDULES.
2. CONTACT FACTOR TO FIELD VERIFY CROSSINGS AND CONNECTION POINTS.

EQS-1
SHEET

0 1/2"
DRAWING IS TO SCALE
BY REFERENCE:
1" = FULL SCALE
1/2" = HALF SCALE

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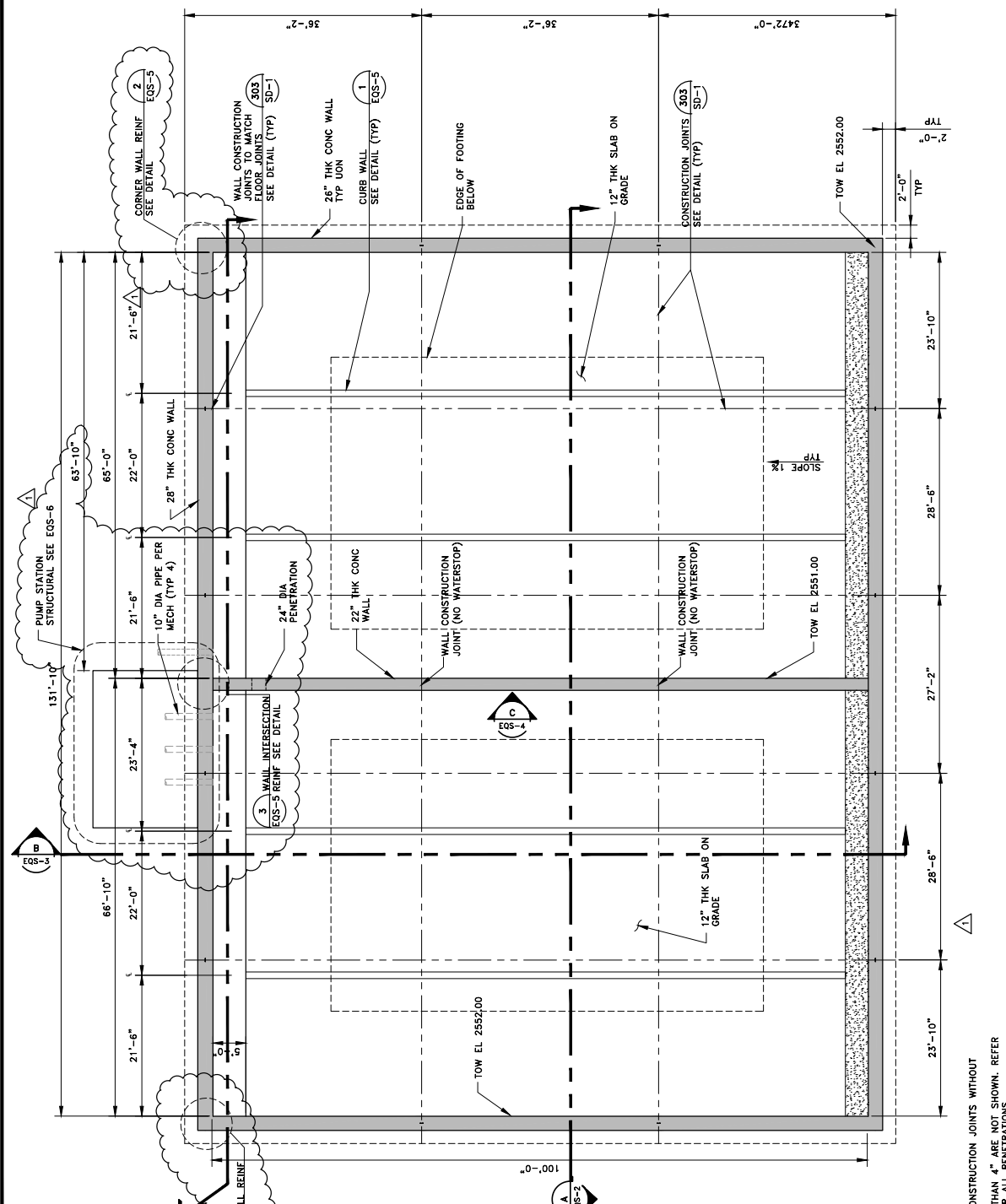


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CITY OF BEAUMONT
SALT MITIGATION WWT/P UPGRADE
EQUILIZATION BASIN
STRUCTURAL PLAN

NO.	DATE	DESIGN	CHECKED
C	09/05/18	SML	EM
REVISIONS			
10/11/19	CN	SML	EM
ORIGINAL			

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STRUCTURAL PLAN
SCALE: 1/8" = 1'-0"
0 8 16
Scale In Feet

- NOTES:
- DO NOT ADD OR ELIMINATE CONSTRUCTION JOINTS WITHOUT APPROVAL OF ENGINEER.
 - PIPE PENETRATIONS SMALLER THAN 4" ARE NOT SHOWN. REFER TO MECHANICAL DRAWINGS FOR ALL PENETRATIONS.
 - REFER TO SECTION 312000 OF THE TECHNICAL SPECIFICATIONS FOR DETAILS REGARDING SUB-GRADE PREPARATION AND REQUIREMENTS.
 - PROVIDE ADDITIONAL REINFORCEMENT AROUND PIPE PENETRATIONS AS SHOWN IN DETAIL 305 ON SHEET SD-1 AND DETAIL 312 ON SHEET SD-2.

DRAWING IS TO SCALE
 1" = 1'-0" SCALE
 1/2" = 1'-0" SCALE
 1/4" = 1'-0" SCALE

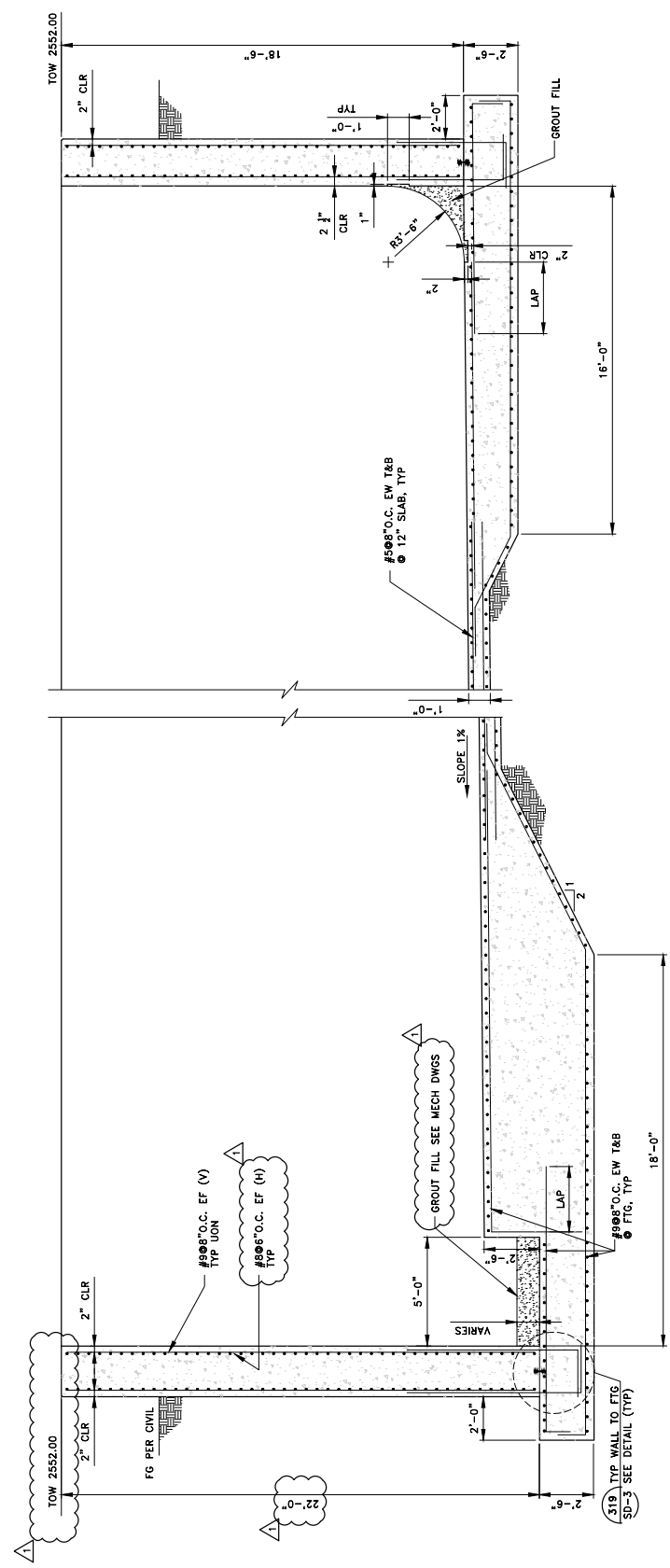
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CITY OF BEAUMONT
SALT MITIGATION WWT/P UPGRADE
EQUALIZATION BASIN
STRUCTURAL SECTION

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	CM	SML	EM
REVISIONS				
10/11/19	CM	SML	EM	EN
ORIGINAL				

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SEE **A** EQS-2 FOR INFO NOT SHOWN

SECTION
 SCALE: 3/8" = 1'-0"
 0 2 4
 Scale in Feet

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	CM	SML	EN
REVISIONS				
△	10/11/19	CM	SML	EN

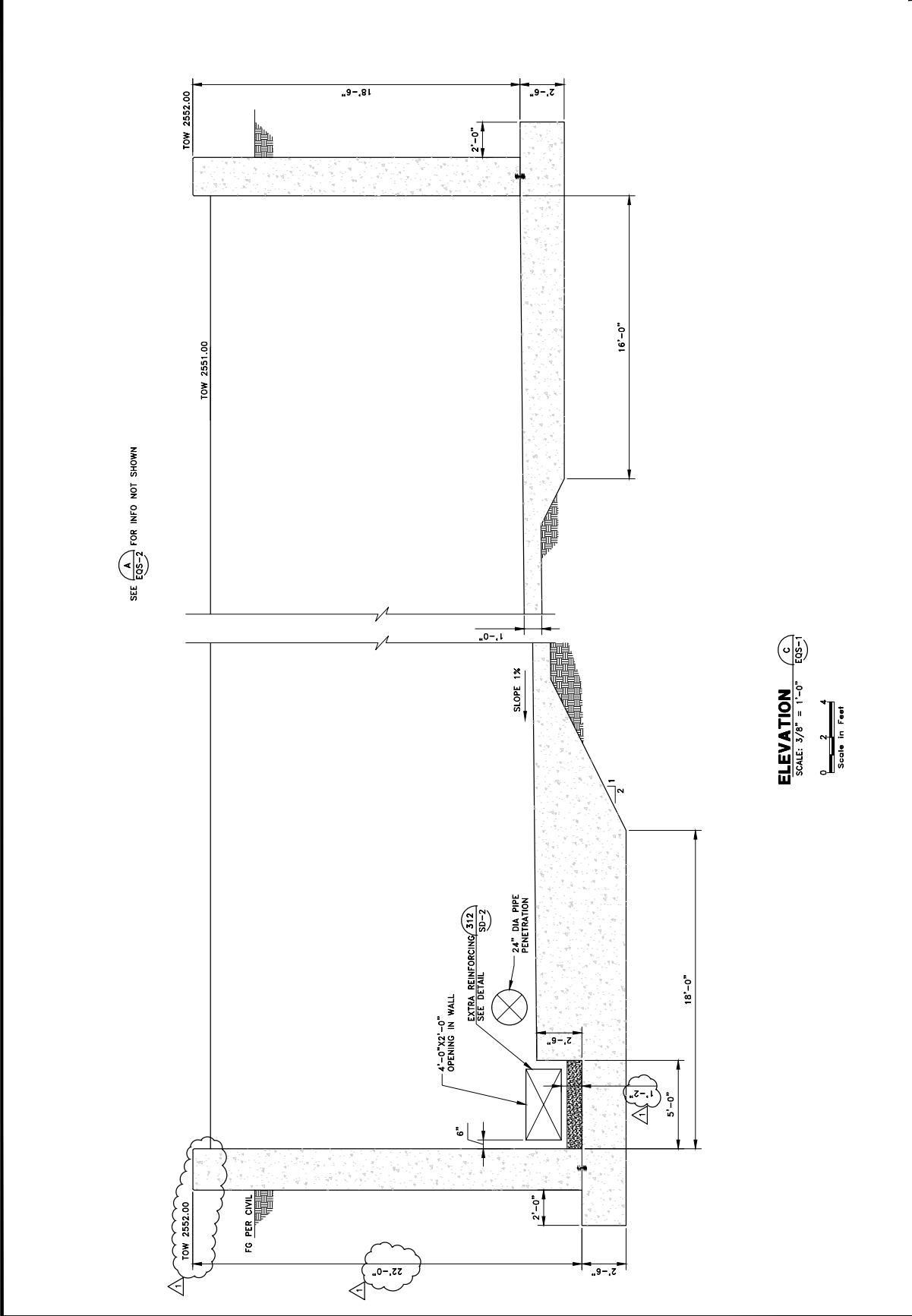
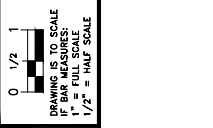
CITY OF BAUMONT
SALT MITIGATION WWTP UPGRADE
EQUALIZATION BASIN
STRUCTURAL ELEVATION



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EQS-4
 SHEET
 Item 19.

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SEE **A** EQS-2 FOR INFO NOT SHOWN

ELEVATION
 SCALE: 3/8" = 1'-0" EQS-1
 Scale in Feet

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	CM	SML	EN
REVISIONS				
10/11/19	CM	SML	EN	

CITY OF BEAUMONT
SALT MITIGATION WWTP UPGRADE
EQUALIZATION BASIN
STRUCTURAL SECTION AND DETAIL

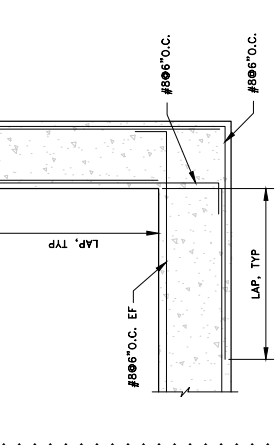
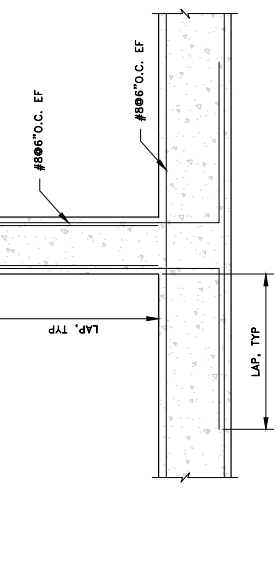
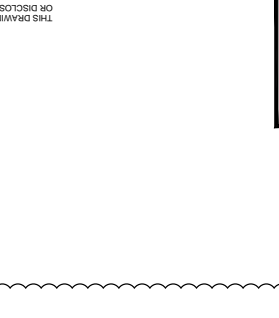
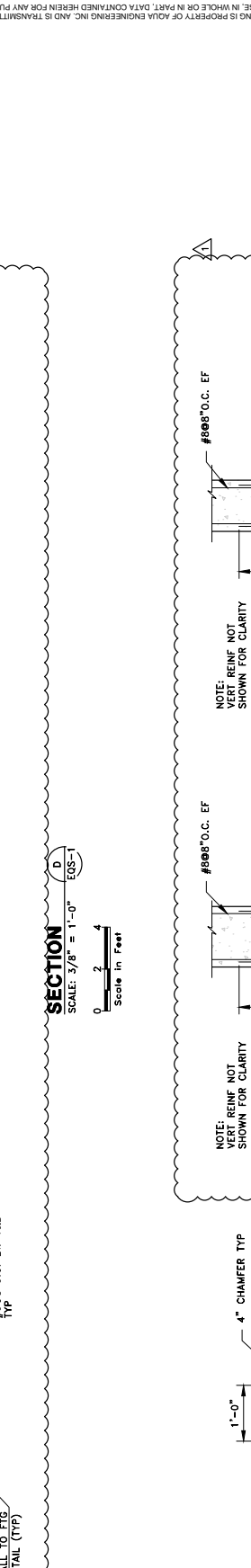
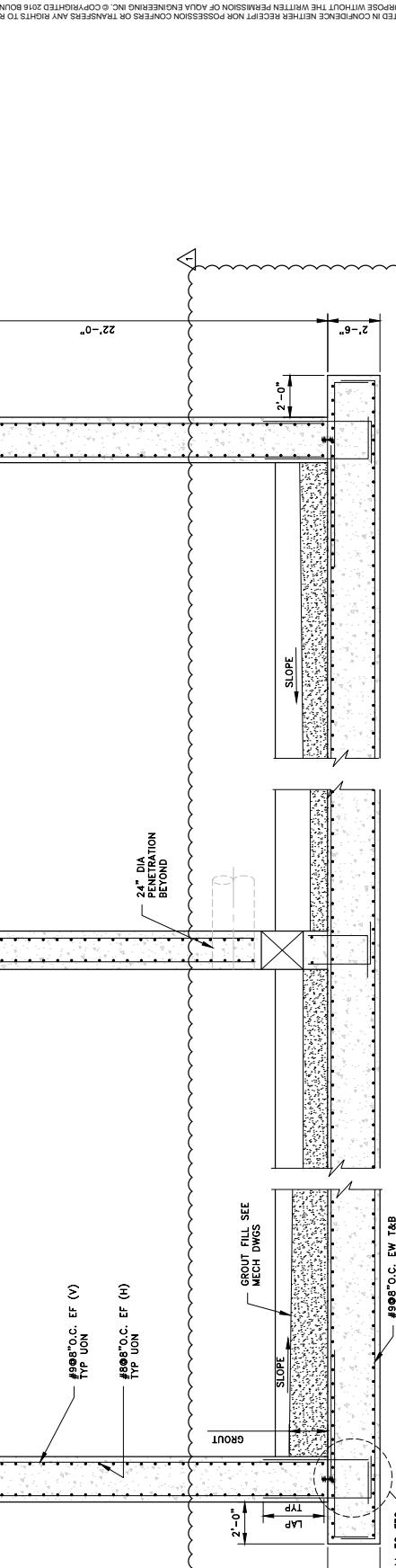
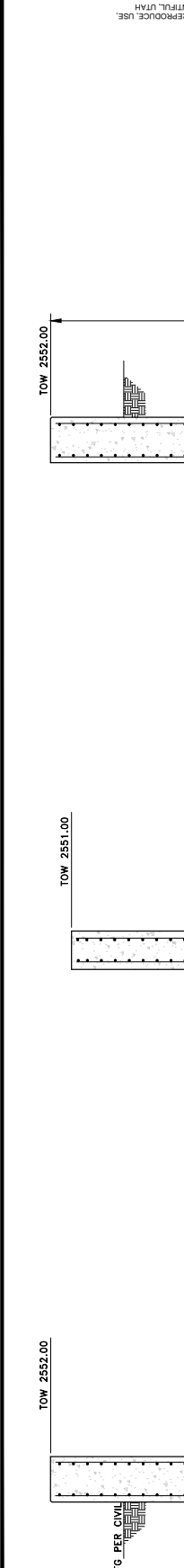


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EQS-5
 SHEET
 Item 19.

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WALL INTERSECTION REINF DETAIL
 EQS-1
 SCALE: 1/2" = 1'-0"
 0 2 4
 Scale in Feet

CORNER WALL REINF DETAIL
 EQS-1
 SCALE: 1/2" = 1'-0"
 0 2 4
 Scale in Feet

CURB WALL DETAIL
 EQS-1
 SCALE: 1" = 1'-0"
 0 1 2
 Scale in Feet

NO.	DATE	DESIGN	CHECKED
C	09/05/18	SML	EM
REVISIONS			
10/11/19	CM	SML	EM

CITY OF BEAUMONT
SALT MITIGATION WWT/P UPGRADE
EQUALIZATION BASIN
PUMP STATION STRUCTURAL PLAN

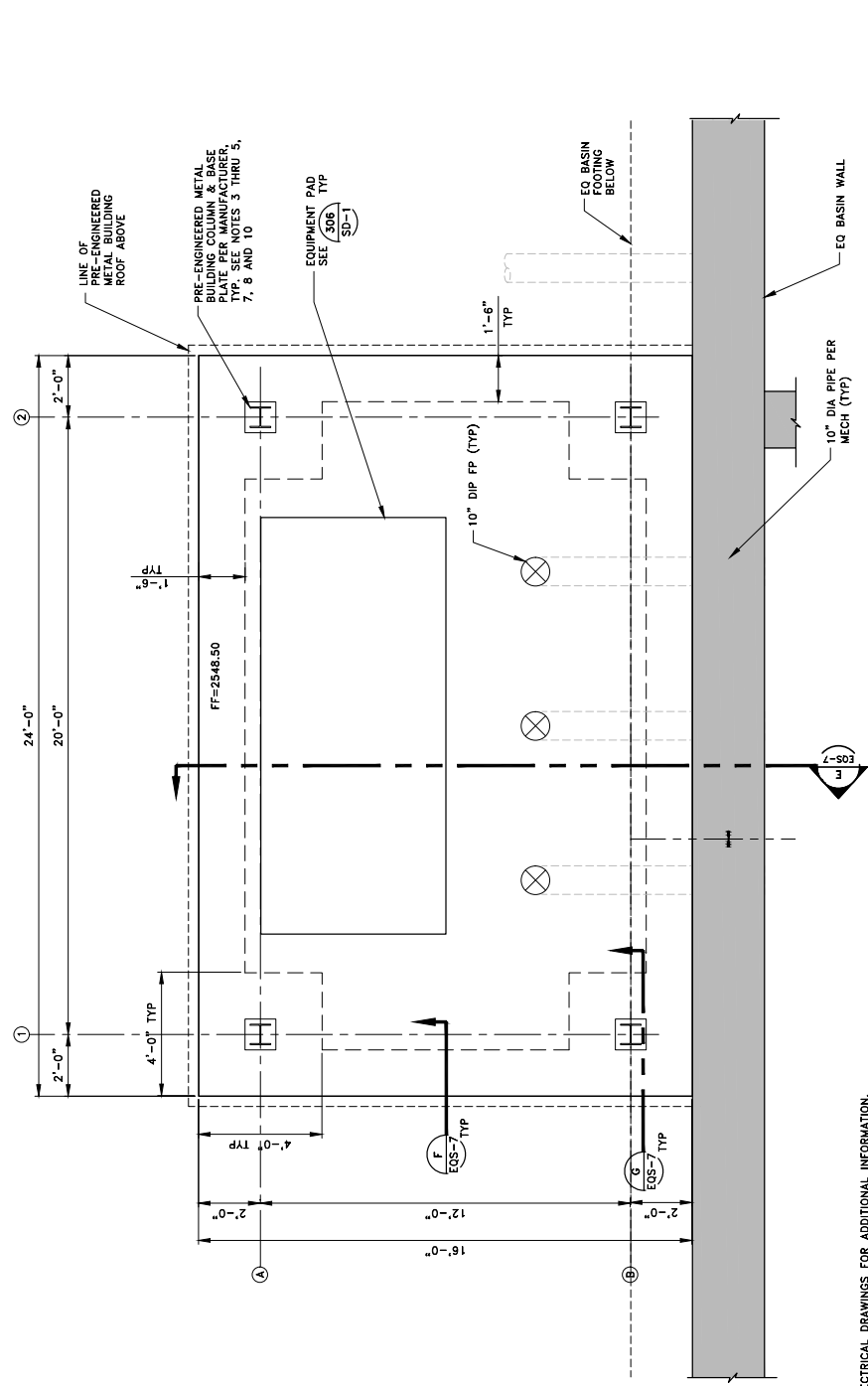


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EQS-6
SHEET
0 1/2 1
DRAWING IS TO SCALE
BASELINES:
1" = FULL SCALE
1/2" = HALF SCALE

Item 19.

THIS SHEET ADDED FOR REVISION



STRUCTURAL PLAN

SCALE: 1/2" = 1'-0"
0 2 4
Scale in Feet

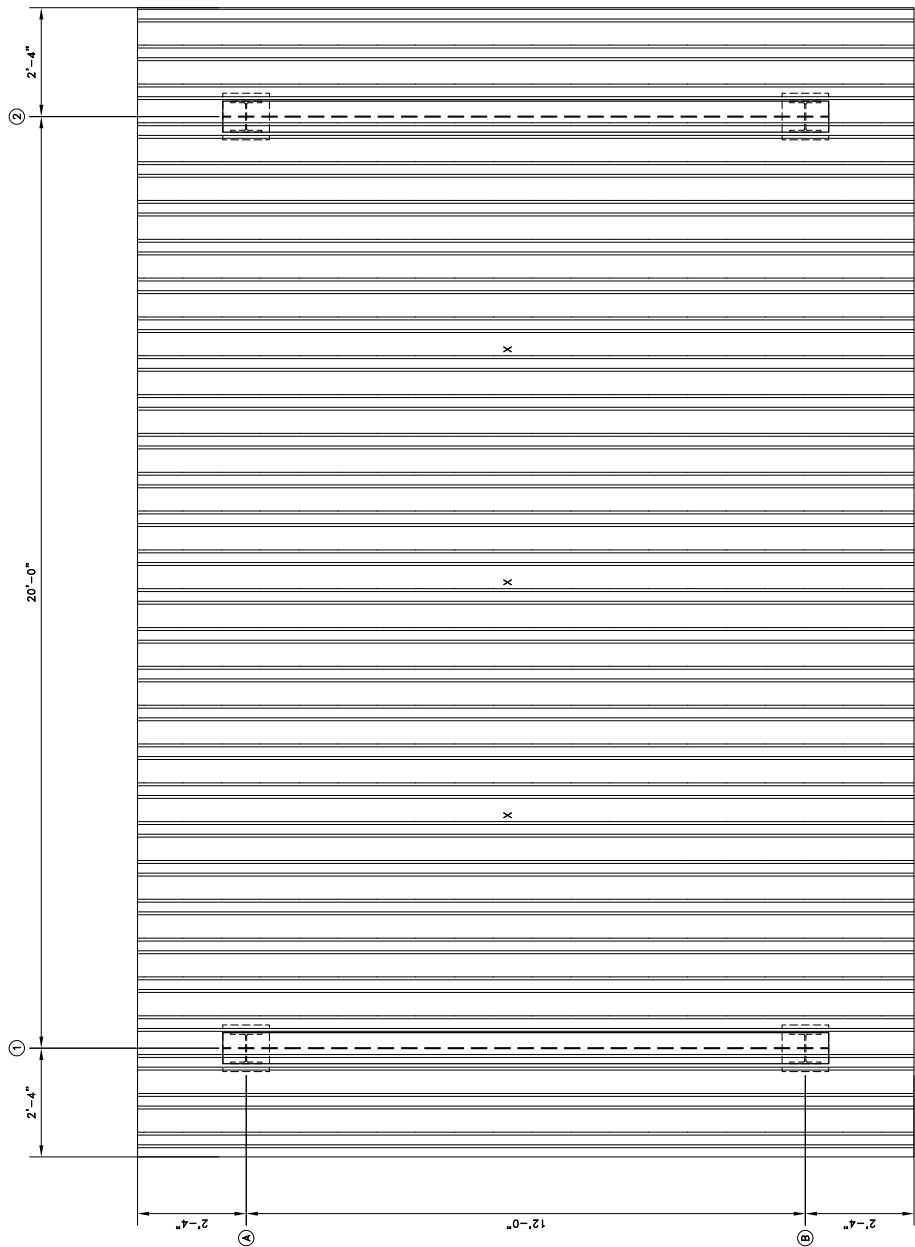
- NOTES:
- SEE ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
 - SEE MECHANICAL DRAWINGS FOR LOCATION, SIZE, AND ADDITIONAL INFORMATION REGARDING EQUIPMENT.
 - ALL STRUCTURAL MEMBERS OF THE PRE-ENGINEERED METAL BUILDING SHALL BE HOT-DIPPED GALVANIZED.
 - PRE-ENGINEERED METAL BUILDING COLUMN FOOTING DESIGN IS BASED ON PRELIMINARY LOADS. FINAL COLUMN FOOTING SIZES WILL BE VERIFIED BY THE SEOR AFTER THE RECEIPT OF OTHER PRE-ENGINEERED METAL BUILDING DEFERRED SUBMITTAL. FOOTING REVISIONS (IF ANY WILL BE ADDRESSED BY ADDENDUM OR REVISION).
 - NO COLUMNS FOR THE PRE-ENGINEERED METAL BUILDING SHALL BE MANUFACTURED OR SUBMITTED PRIOR TO SEOR REVIEW AND APPROVAL OF PRE-ENGINEERED BUILDING DEFERRED SUBMITTAL.
 - CONTRACTOR SHALL VERIFY ALL EQUIPMENT PAD SIZE, LOCATIONS, AND ANCHORING REQUIREMENTS WITH THE MANUFACTURER OR SUPPLIER.
 - ANCHOR BOLTS FOR PRE-ENGINEERED BUILDING AND EQUIPMENT SHALL BE:
A. DESIGNED, SEALED, AND SIGNED BY A CALIFORNIA LICENSED CIVIL OR STRUCTURAL ENGINEER. DESIGN SHALL BE SUBMITTED TO SEOR FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
B. THE CONTRACTOR.
C. DESIGNER SHALL COORDINATE ANCHOR BOLT SIZE, SPACING, AND EMBEDMENT DEPTH WITH SUPPLIER REQUIREMENTS AND BASE MATERIAL & CONFIGURATION PER THESE DRAWINGS.
D. SEE SPECIFICATION SECTION 133400 FOR PRE-ENGINEERED METAL BUILDING REQUIREMENTS.
 - FOR SUBGRADE PREPARATION REQUIREMENTS SEE SPECIFICATION SECTION 312000.
 - FOR SUBGRADE PREPARATION REQUIREMENTS SEE SPECIFICATION SECTION 312000.
 - FOR SUBGRADE PREPARATION REQUIREMENTS SEE SPECIFICATION SECTION 312000.
 - CROSS-BRACING ALLOWED.

NO.	DATE	DESIGN	DRAWN	CHECKED
C	10/11/19	DPS	HCH	JRL

REVISIONS



- NOTES:**
- APPROXIMATE PIPE HANGER LOCATIONS ARE INDICATED WITH AN "X". POINT LOADS ARE ESTIMATED TO BE 1,000 LBS. CONTRACTOR SHALL COORDINATE FINAL LOCATIONS AND LOADS WITH PRE-ENGINEERED METAL BUILDING SUPPLIER.



DRAWING IS TO SCALE
IF NOT SPECIFIED
1" = FULL SCALE
1/2" = HALF SCALE

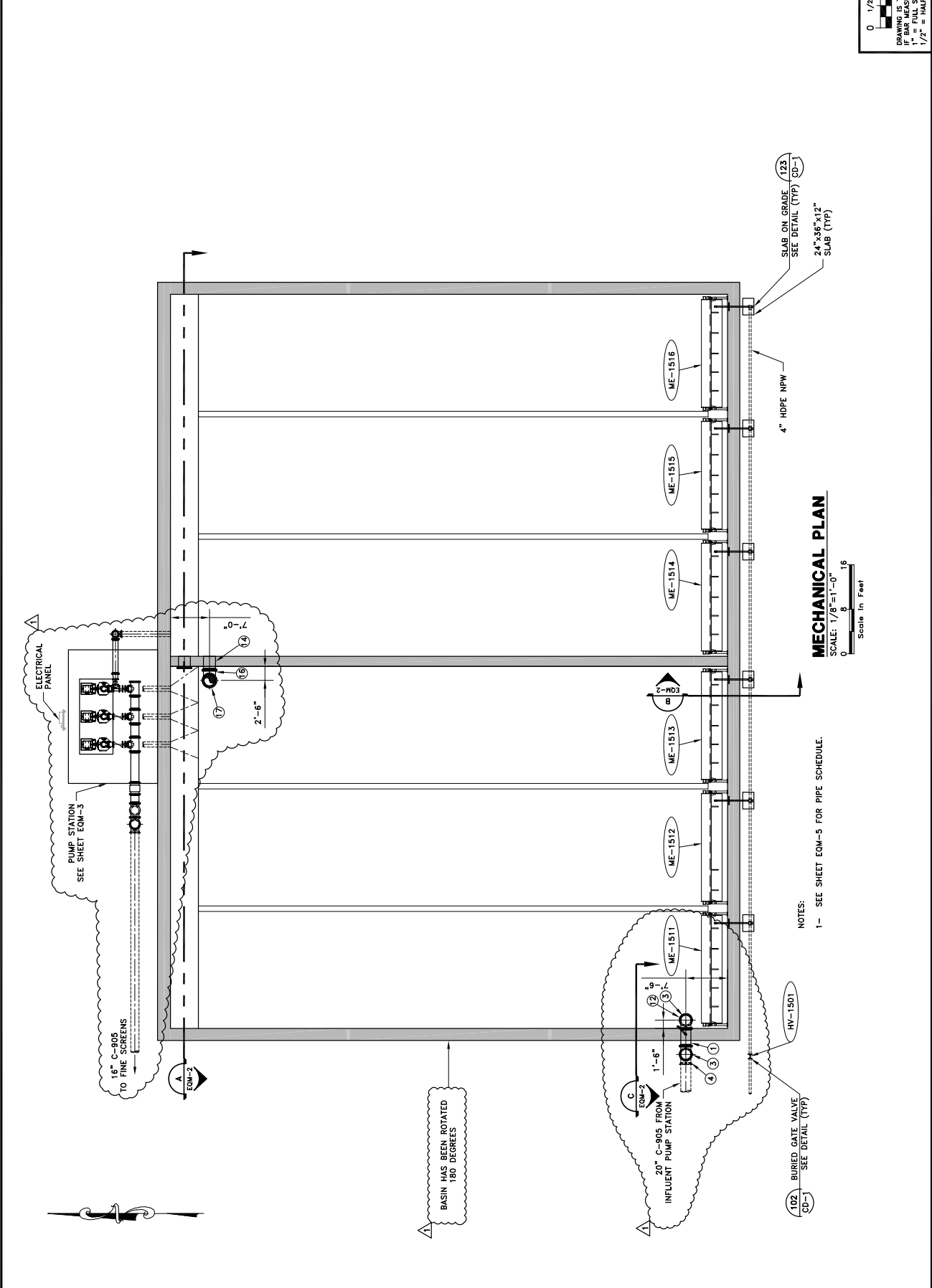
ALBERT A. WEBB & ASSOCIATES
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ROSELAND, CA 92254
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FAX (951) 788-1256



CITY OF BEAUMONT
SALT MITIGATION WWTUP UPGRADE
EQUILIZATION BASIN
MECHANICAL PLAN

NO.	DATE	DESIGN	DRAWN	CHECKED
C	03/05/18	DPS	MSW	JRL
REVISIONS				
1	10/11/19	DPS	DMS	JRL
ORIGINAL				

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MECHANICAL PLAN
SCALE: 1/8"=1'-0"

NOTES:
1- SEE SHEET EQM-5 FOR PIPE SCHEDULE.

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	DPS	BJP	JRL
ORIGINAL				
REVISIONS				
1	10/11/19	DPS	DNS	JRL

CITY OF BEAUMONT
SALT MITIGATION WWTUP UPGRADE
EQUIALIZATION BASIN
MECHANICAL SECTIONS

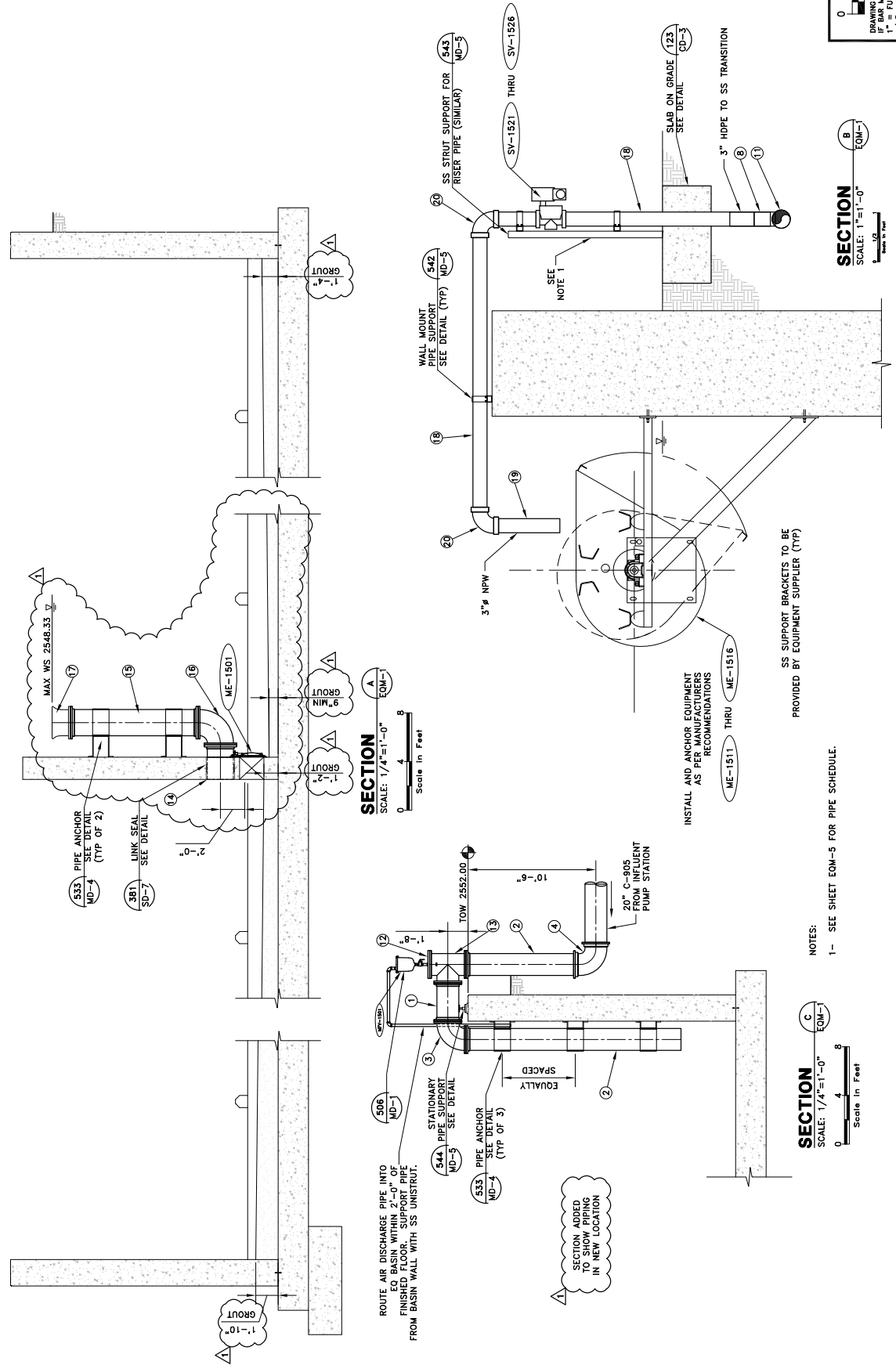


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SHEET
EQM-2

Item 19.

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SECTION A
SCALE: 1/4"=1'-0"
Scale in Feet

SECTION C
SCALE: 1/4"=1'-0"
Scale in Feet

SECTION B
SCALE: 1"=1'-0"
Scale in Feet

0 1/2 1
DRAWING IS TO SCALE
1" = FULL SCALE
1/2" = HALF SCALE

INSTALL AND ANCHOR EQUIPMENT AS PER MANUFACTURERS RECOMMENDATIONS
ME-1511 THRU ME-1516
SS SUPPORT BRACKETS TO BE PROVIDED BY EQUIPMENT SUPPLIER (TYP)

NOTES:
1 - SEE SHEET EQM-5 FOR PIPE SCHEDULE.

ROUTE AIR DISCHARGE PIPE INTO EQ BASIN WITHIN 2'-0" OF FINISH FLOOR FINISH FROM BASIN WALL WITH SS UNISTRUT.

SECTION ADDED TO SHOW PIPING IN NEW LOCATION



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 FAX (911) 788-1256



533 W. 2800 S. SUITE 275, BOUNTIFUL, UT 84010
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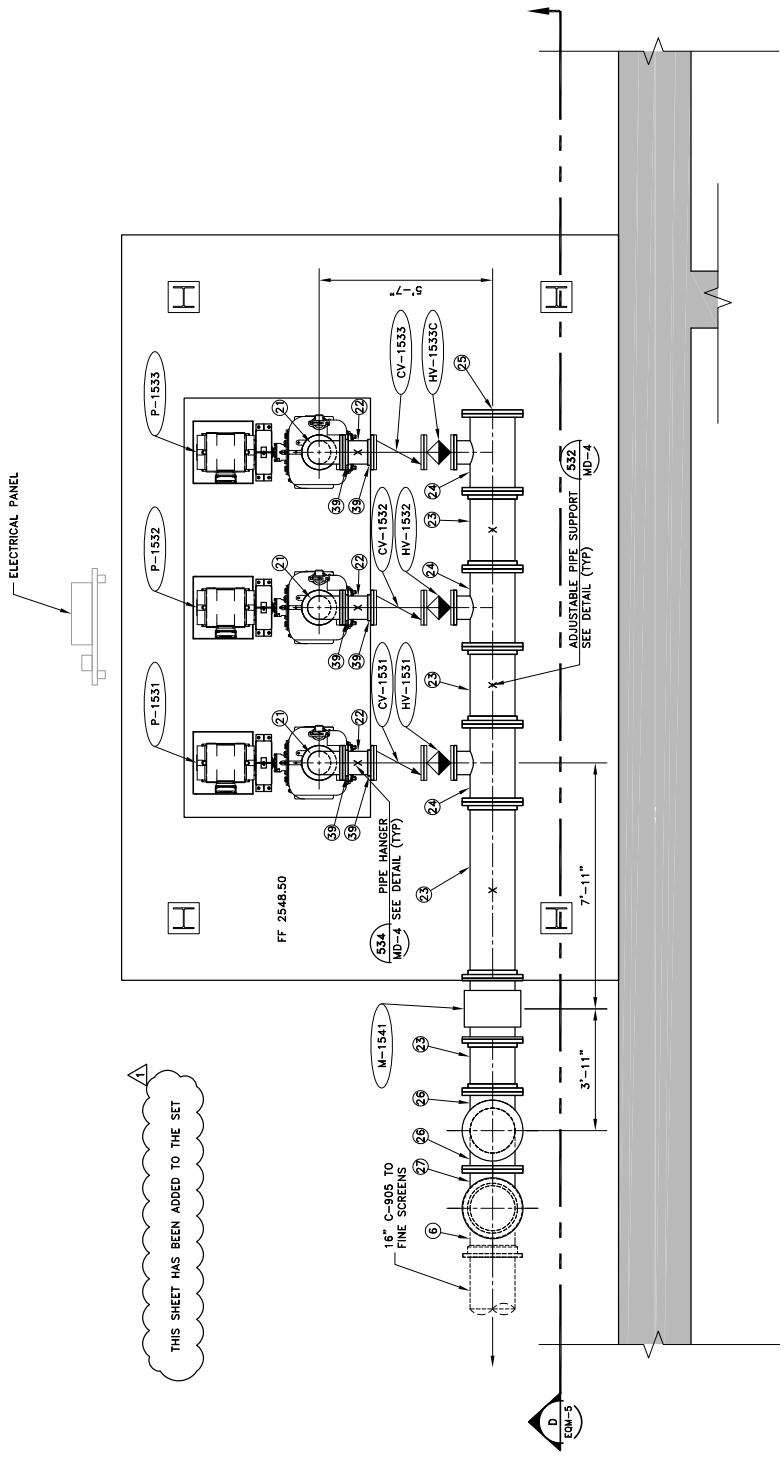
CITY OF BEAUMONT
SALT MITIGATION WWT/P UPGRADE
EQUALIZATION BASIN
PUMP STATION MECHANICAL UPPER PLAN

NO.	DATE	DESIGN	DRAWN	CHECKED
C	10/11/19	DPS	NMS	JRL

REVISIONS

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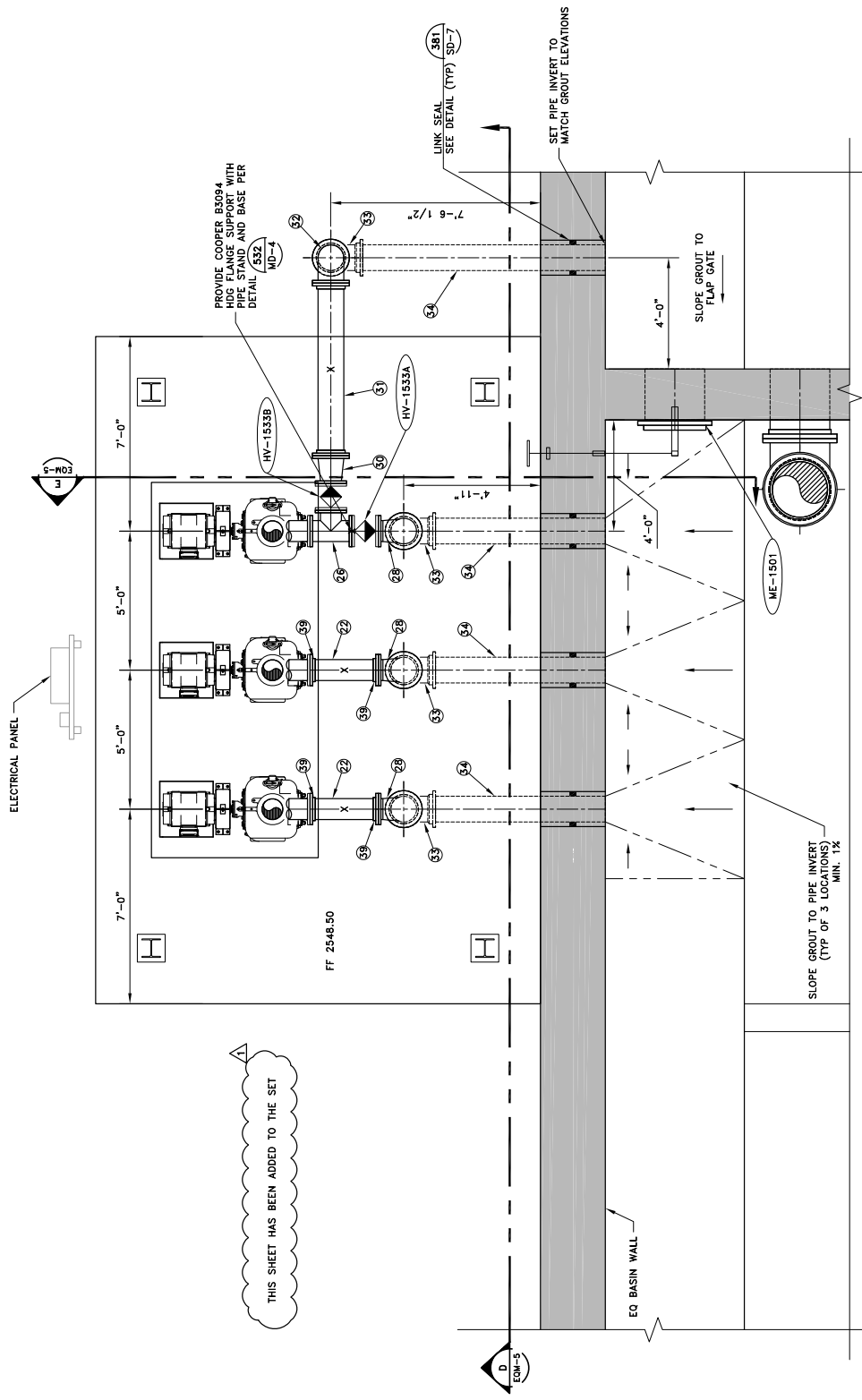
- NOTES:**
- 1- PROVIDE PIPE SUPPORTS OR HANGERS AS SHOWN IN DETAILS 532 ND-4 & 534 MD-4 IN LOCATIONS SHOWN WITH AN "X".
 - 2- COORDINATE EQUIPMENT INSTALLATION REQUIREMENTS WITH MANUFACTURER. VERIFY DIMENSIONS, CONNECTIONS, SUPPORTS, WEIGHTS AND DETAILS.
 - 3- SEE ELECTRICAL DRAWINGS FOR CONTROL AND INSTRUMENT DETAILS AND REQUIREMENTS.
 - 4- COATINGS SHALL MEET THE REQUIREMENTS OF SECTION 098000.
 - 5- SEE SHEET EQM-5 FOR PIPE SCHEDULE.

UPPER PLAN
 SCALE: 1/2"=1'-0"
 0 2 4
 Scale in Feet

THIS SHEET HAS BEEN ADDED TO THE SET

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C	10/11/19	DPS	MSW	JRL
REVISIONS				
ORIGINAL				

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LOWER PLAN
SCALE: 1/2"=1'-0"
0 2 4
Scale in Feet

- NOTES:
- 1- PROVIDE PIPE SUPPORTS OR HANGERS AS SHOWN IN DETAILS 534 & MD-4 IN LOCATIONS SHOWN WITH AN "X".
 - 2- COORDINATE EQUIPMENT INSTALLATION REQUIREMENTS WITH MANUFACTURER. VERIFY DIMENSIONS, CONNECTIONS, SUPPORTS, WEIGHTS AND DETAILS.
 - 3- SEE ELECTRICAL DRAWINGS FOR CONTROL AND INSTRUMENT DETAILS AND REQUIREMENTS.
 - 4- COATINGS SHALL MEET THE REQUIREMENTS OF SECTION 088000.
 - 5- SEE SHEET EQM-5 FOR PIPE SCHEDULE.



NO.	DATE	DESIGN	DRAWN	CHECKED
C	10/11/19	DPS	NMS	JRL
REVISIONS				
ORIGINAL				

CITY OF BEAUMONT
SALT MITIGATION WWT/P UPGRADE
EQUILIZATION BASIN
PUMP STATION MECHANICAL SECTIONS

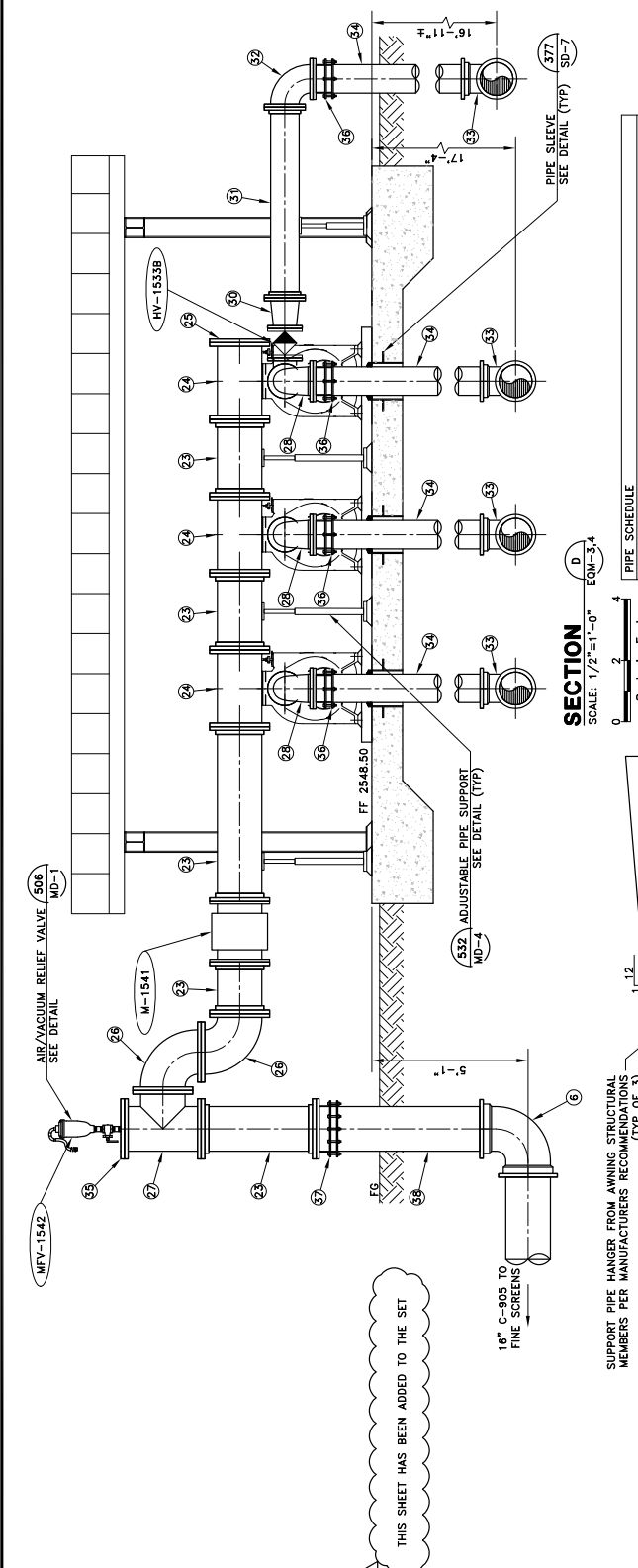
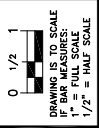


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SHEET
EQM-5

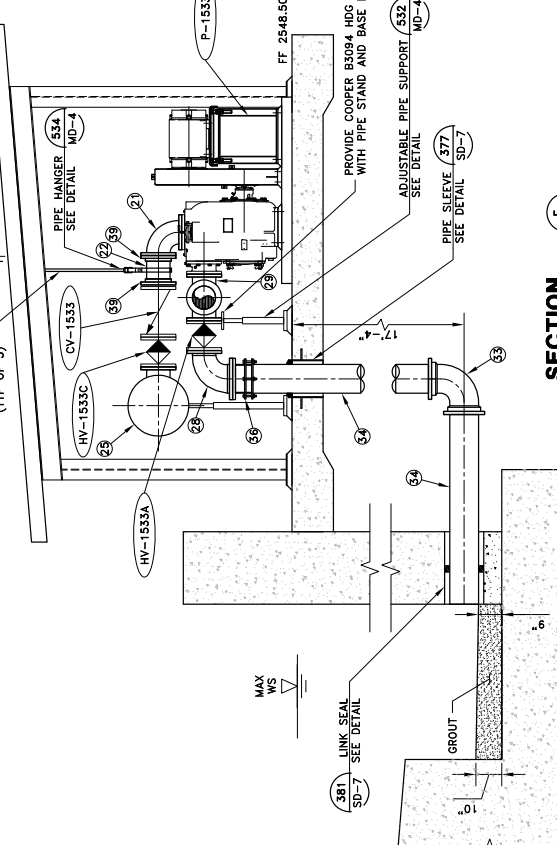
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PIPE SCHEDULE

NO.	DESCRIPTION	SIZE	JOINT	MATERIAL
1	SPOOL	20"	FLG	DIP
2	SPOOL	20"	FLG/PE	DIP
3	90° BEND	20"	FLG	DIP
4	90° BEND	20"	MJ	DIP
5	SPOOL	16"	PE	DIP
6	90° BEND	16"	MJ	DIP
7	SLEEVE	16"	MJ	DIP
8	90° BEND	4"	PE	HDPE
9	90° BEND	4"x3"	PE	HDPE
10	CONCENTRIC REDUCER	4"x3"	PE	HDPE
11	REDUCING TEE	4"x3"	FLG	DIP
12	COMPANION FLANGE W/ 2" TAP	20"	FLG	DIP
13	TEE	20"	FLG	DIP
14	SPOOL	24"	FLG/PE	DIP
15	SPOOL	24"	FLG	DIP
16	90° BEND	24"	FLG	DIP
17	FLARE	24"	FLG	DIP
18	SPOOL	3"	THD	SCH 40 SS
19	SPOOL	3"	THD/PE	SCH 40 SS
20	90° BEND	8"	THD	SCH 40 SS
21	90° BEND	8"	FLG	DIP
22	SPOOL	8"	VIC	DIP
23	SPOOL	16"	FLG	DIP
24	REDUCING TEE	8"x16"	FLG	DIP
25	BLIND FLANGE	16"	FLG	DIP
26	90° BEND	16"	FLG	DIP
27	TEE	16"	FLG	DIP
28	90° REDUCING BEND	8"x10"	FLG	DIP
29	TEE	8"	FLG	DIP
30	REDUCER	8"x10"	FLG	DIP
31	SPOOL	10"	FLG	DIP
32	90° BEND	10"	FLG	DIP
33	SPOOL	10"	PE	DIP
34	SPOOL	10"	PE	DIP
35	COMPANION FLANGE W/ 2" TAP	16"	FLG	DIP
36	FLANGE ADAPTER	10"	FLG	DIP
37	FLANGE ADAPTER	16"	FLG	DIP
38	SPOOL	16"	PE	DIP
39	FLANGE	8"	VIC	DIP



THIS SHEET HAS BEEN ADDED TO THE SET

16" C-905 TO FINE SCREENS

SUPPORT PIPE HANGER FROM AWNING STRUCTURAL MEMBERS PER MANUFACTURERS RECOMMENDATIONS (TYP OF 3)

MAX WS

LINK SEAL SEE DETAIL 381 SD-7

GROUT

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	SML	CM	EN
REVISIONS				
Δ	11/29/18	CM	SML	EN
Δ	10/11/19	CM	SML	EN

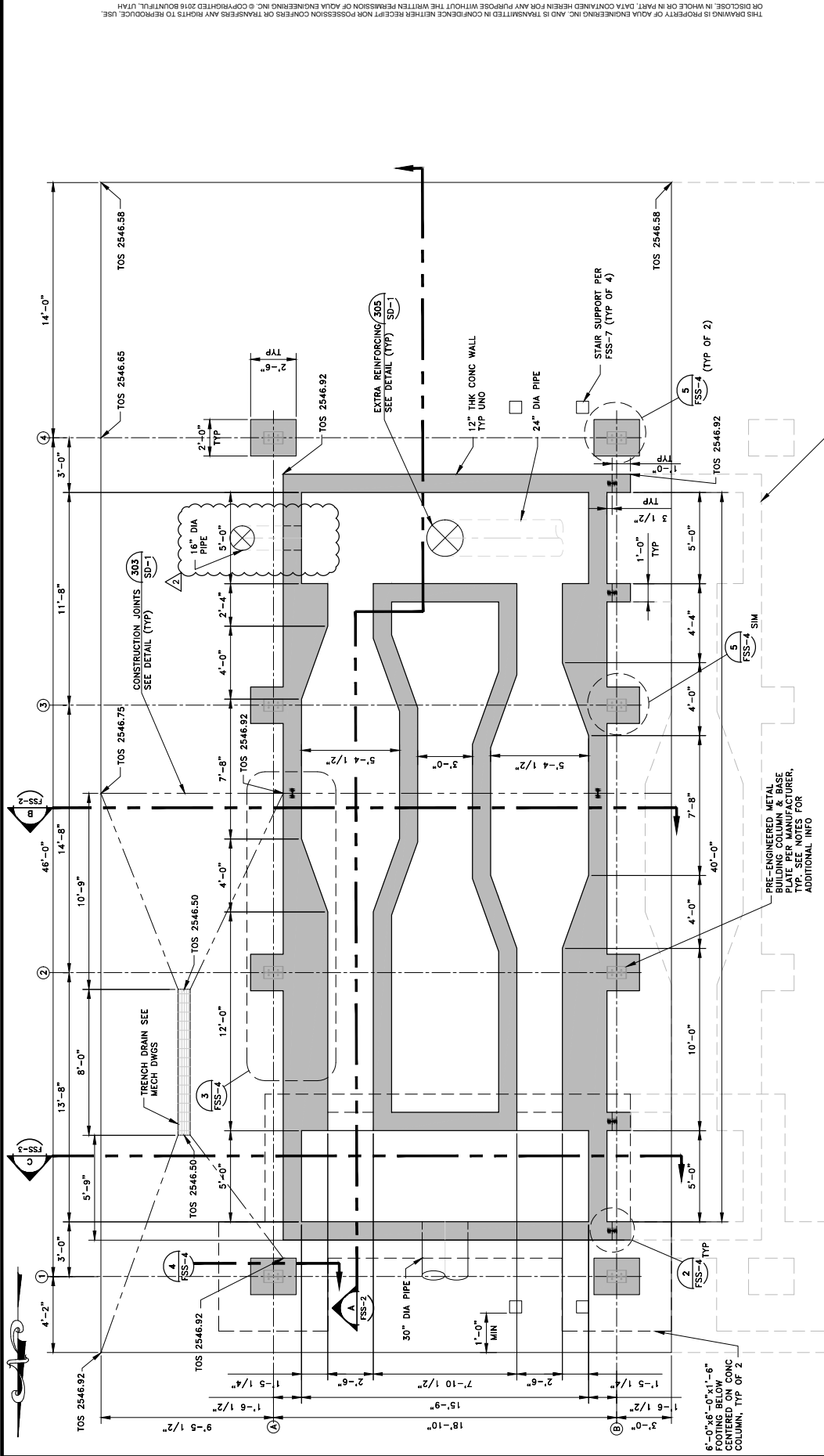
CITY OF BEAUMONT
SALT MITIGATION WWT/P UPGRADE
FINE SCREEN
STRUCTURAL PLAN



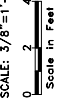
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 CIVIL ENGINEERS
 1788 MCKAY STREET
 SUITE 204
 BOCA RATON, FL 33433
 PHONE (951) 966-1070
 FAX (951) 788-1256

FSS-1
 SHEET
 0 1/2" 1"
 DRAWING IS TO SCALE
 MEASUREMENTS:
 1" = FULL SCALE
 1/2" = HALF SCALE

Item 19.



STRUCTURAL PLAN
 SCALE: 3/8"=1'-0"



- NOTES:**
- REFER TO SECTION 312000 OF THE TECHNICAL SPECIFICATIONS FOR DETAILS REGARDING SUB-GRADE PREPARATION AND REQUIREMENTS.
 - PRE-ENGINEERED METAL BUILDING COLUMN/FOOTING DESIGN IS TO BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR REVIEW AND APPROVAL. ALL DIMENSIONS WILL BE VERIFIED BY THE STRUCTURAL ENGINEER AFTER THE RECEIPT OF PRE-ENGINEERED METAL BUILDING DEFERRED SUBMITTAL. FOOTING/COLUMN REVISIONS (IF ANY) WILL BE ADDRESSED BY ADDENDUM OR REVISION.
 - FOOTING/COLUMN REVISIONS (IF ANY) WILL BE ADDRESSED BY ADDENDUM OR REVISION. PRE-ENGINEERED METAL BUILDING SHALL BE PLACED UNTIL REVIEW AND APPROVAL OF THE STRUCTURAL ENGINEER.
 - REFER TO SPECIFICATION SECTION 133400 FOR PRE-ENGINEERED BUILDING REQUIREMENTS. APPROPRIATE ANCHOR BOLT DESIGN AND EMBEDMENT DEPTH WITH PRE-ENGINEERED METAL BUILDING SUPPLIER.
 - PROVIDE ADDITIONAL REINFORCEMENT AROUND PIPE PENETRATIONS AS SHOWN IN DETAIL 305 ON SHEET SD-1 AND DETAIL 312 ON SHEET SD-2 FOR CORNER AND INTERSECTION REINFORCEMENT REQUIREMENTS. SEE DETAILS 302 ON SHEET SD-1.
 - SEE ARCHITECTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS FOR SIZE AND LOCATION OF ADDITIONAL OPENINGS NOT SHOWN ON THE DRAWING. CONTRACTOR SHALL VERIFY ALL EQUIPMENT PAD SIZE, LOCATIONS, AND ANCHORING REQUIREMENTS WITH THE MANUFACTURER OR SUPPLIER.
 - PRE-ENGINEERED METAL BUILDING SHALL BE DESIGNED TO HAVE ALL OPEN BAYS BE NO CROSS-BRACING ALLOWED.
 - DO NOT ADD OR ELIMINATE C.J. WITHOUT APPROVAL OF ENGINEER.
 - PIPE PENETRATIONS SMALLER THAN 4" ARE NOT SHOWN. REFER TO MECHANICAL DRAWINGS FOR ALL PENETRATIONS.

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NO.	DATE	DESIGN	CHECKED
C	09/05/18	TML	EN
REVISIONS			
11/22/18	CN	SML	EN
10/11/19	CN	SML	EN

CITY OF BEAUMONT
SALT MITIGATION WWT/P UPGRADE
FINE SCREEN
STRUCTURAL SECTIONS

AQUA ENGINEERING

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 PHONE (801) 299-1237 FAX (801) 299-0153

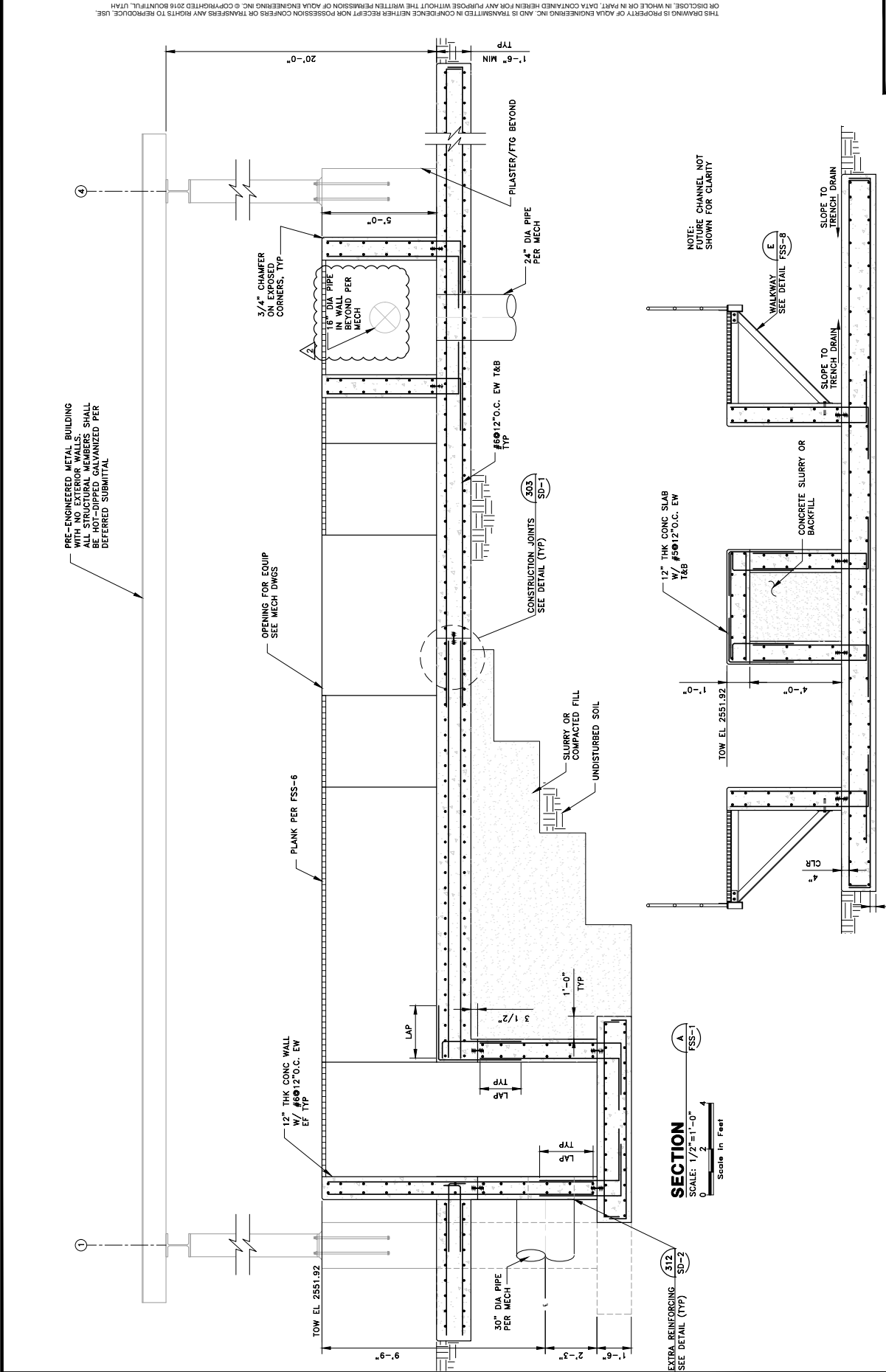
ALBERT A. WEBB & ASSOCIATES
CIVIL ENGINEERS
ENGINEERING CONSULTANTS

1788 McCAW STREET
 SUITE 200
 BOULDER, CO 80501
 TEL (951) 966-1070
 FAX (951) 788-1256

FSS-2

SHEET

Item 19.



0 1/2" = 1'

DRAWING IS TO SCALE
 UNLESS NOTED OTHERWISE:
 1" = FULL SCALE
 1/2" = HALF SCALE

SECTION B

SCALE: 1/2" = 1'-0"

0 2 4
 Scale in Feet

SECTION A

SCALE: 1/2" = 1'-0"

0 2 4
 Scale in Feet

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	DPS	BDP	JRL
REVISIONS				
1	11/15/18	DPS	KRB	JRL
2	10/11/19	DPS	BDP	JRL

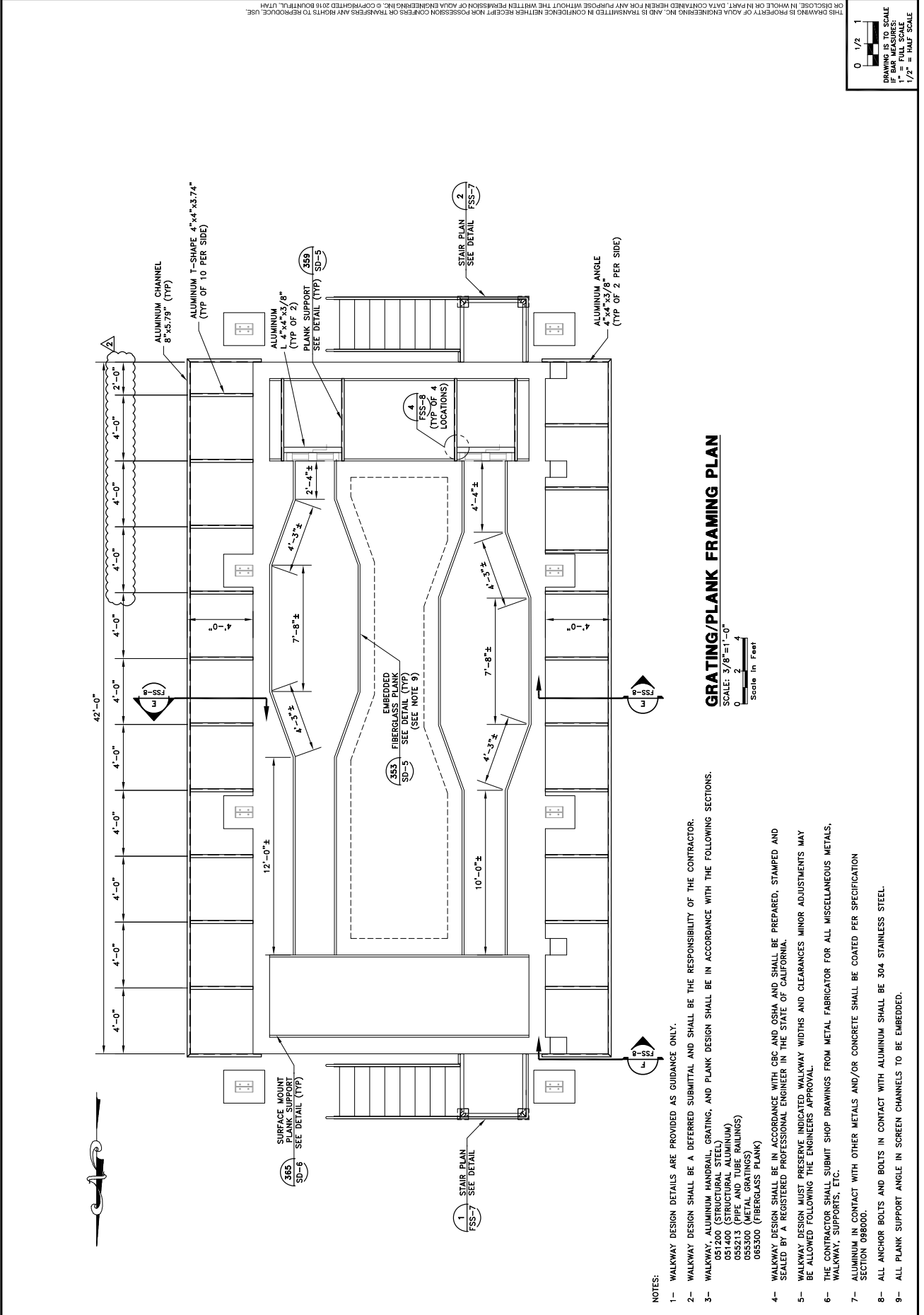
CITY OF BEAUMONT
SALT MITIGATION WWT# UPGRADE
FINE SCREENS
GRATING/PLANK FRAMING PLAN



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SHEET
FSS-5

Item 19.



GRATING/PLANK FRAMING PLAN

SCALE: 3/8"=1'-0"
0 2 4
Scale in Feet

- NOTES:
- 1- WALKWAY DESIGN DETAILS ARE PROVIDED AS GUIDANCE ONLY.
 - 2- WALKWAY DESIGN SHALL BE A DEFERRED SUBMITTAL AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 - 3- WALKWAY, ALUMINUM HANDRAIL, GRATING, AND PLANK DESIGN SHALL BE IN ACCORDANCE WITH THE FOLLOWING SECTIONS:
051200 (STRUCTURAL STEEL)
051400 (STRUCTURAL ALUMINUM)
055213 (PIPE AND TUBE RAILINGS)
065300 (METAL GRATINGS)
065500 (FIBERGLASS PLANK)
 - 4- WALKWAY DESIGN SHALL BE IN ACCORDANCE WITH CBC AND OSHA AND SHALL BE PREPARED, STAMPED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.
 - 5- WALKWAY DESIGN MUST PRESERVE INDICATED WALKWAY WIDTHS AND CLEARANCES MINOR ADJUSTMENTS MAY BE ALLOWED FOLLOWING THE ENGINEERS APPROVAL.
 - 6- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FROM METAL FABRICATOR FOR ALL MISCELLANEOUS METALS, WALKWAY, SUPPORTS, ETC.
 - 7- ALUMINUM IN CONTACT WITH OTHER METALS AND/OR CONCRETE SHALL BE COATED PER SPECIFICATION SECTION 088000.
 - 8- ALL ANCHOR BOLTS AND BOLTS IN CONTACT WITH ALUMINUM SHALL BE 304 STAINLESS STEEL.
 - 9- ALL PLANK SUPPORT ANGLE IN SCREEN CHANNELS TO BE EMBEDDED.



DRAWING IS TO SCALE
1" = FULL SCALE
1/2" = HALF SCALE

Item 19.

FSM-1
SHEET

0 1/2" 1" 1 1/2" 2" 4" 8" 16" 32"
DRAWING IS TO SCALE
1" = FULL SCALE
1/2" = HALF SCALE

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PHONE (801) 293-1237 FAX (801) 293-0133

CITY OF BEAUMONT
SALT MITIGATION WWTUP UPGRADE
FINE SCREENS
MECHANICAL PLAN

NO.	DATE	DESIGN	CHECKED
C	09/05/18	DPS	JRL
1	11/15/18	DPS	KRB
2	11/15/18	DPS	BDF
JRL			
REVISIONS			
ORIGINAL			

MECHANICAL PLAN
SCALE: 3/8"=1'-0"
Scale in Feet

NOTES:

- 1- PROVIDE PIPE SUPPORTS OR HANGERS WHERE SHOWN WITH AN "X". SEE DETAILS
- 2- ALL EXPOSED WATER LINES SHALL BE INSULATED IN ACCORDANCE WITH SECTION 220719. INSULATION SHALL EXTEND A MINIMUM OF 6" BELOW GROUND.
- 3- CONVEYORS SHALL BE EQUIPPED WITH ENDLESS BAGGING SYSTEMS.
- 4- PORTIONS OF PLANK AND GRATING NOT SHOWN FOR CLARITY.
- 5- CONTRACTOR SHALL PROVIDE ANCHORS THAT ALLOW FOR REGULAR REMOVAL AND REPLACEMENT OF SCREENING HOOD.
- 6- CONVEYOR SUPPLIER SHALL PROVIDE SUPPORTS AS REQUIRED.
- 7- FOR PIPE SCHEDULE SEE SHEET FSM-3.
- 8- ALL FRP PIPING SHALL HAVE MINIMUM 0.5% TO DRAIN, BACK TO CHANNEL, OR INTO ODOR CONTROL SYSTEM.
- 9- PROVIDE SUPPORTS FOR SS NPW AS SHOWN IN DETAIL ND-5 AS REQUIRED.
- 10- ALL UNDERGROUND PIPING TO BE CONCRETE ENCASED AS SHOWN IN DETAIL SD-7

BP 10/16/2019 X:\Beaumont\Salt Mitigation WWTUP Upgrade\WEBB170227\Drifing\FINE SCREENS\FSM-1.dwg

458

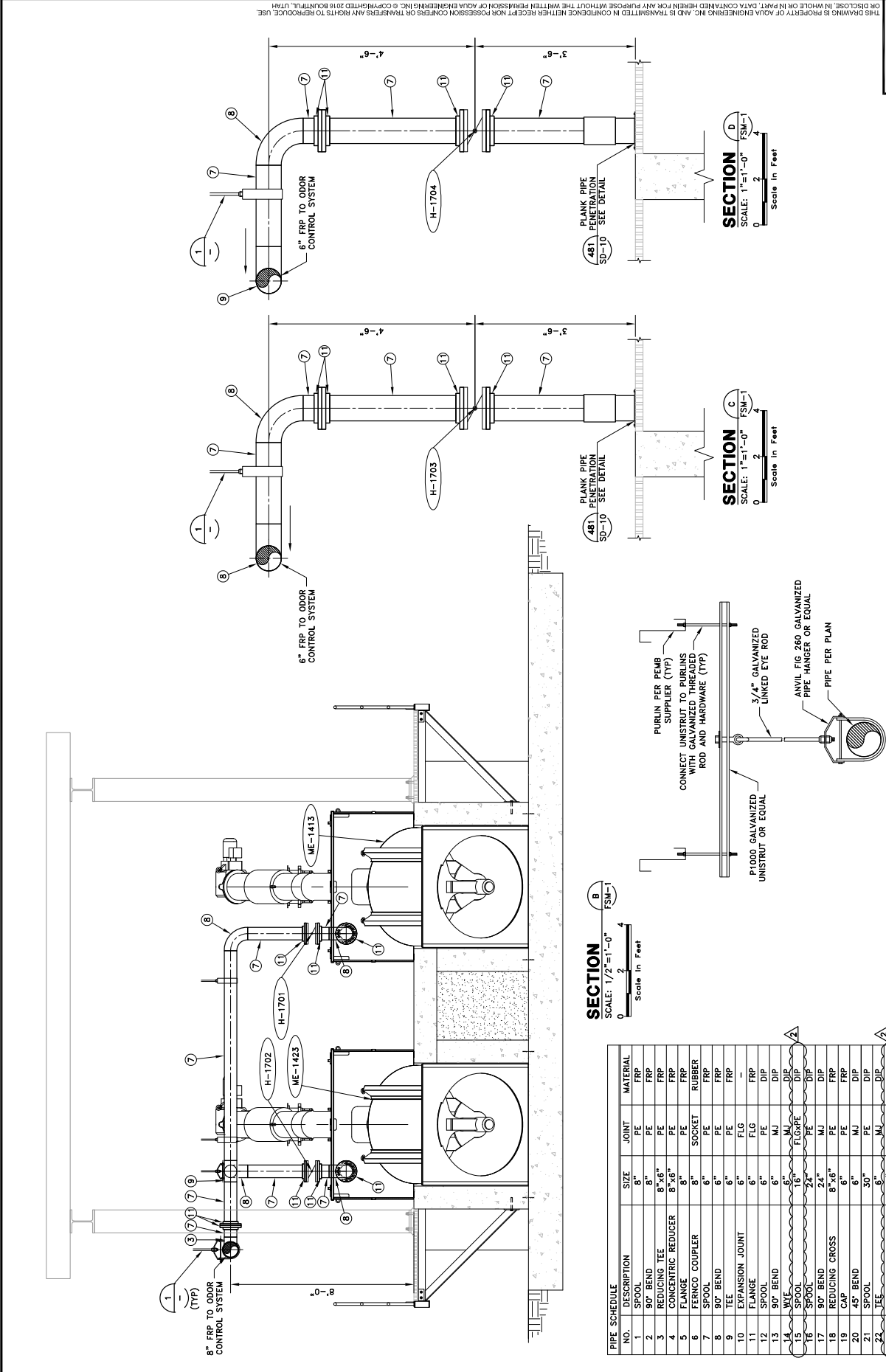
NO.	DATE	DESIGN	CHECKED
C	03/05/18	DPS	BDP
REVISIONS			
1	11/15/18	DPS	JRL
2	10/11/19	DPS	KRB
ORIGINAL			

CITY OF BEAUMONT
SALT MITIGATION WWTUP UPGRADE
FINE SCREENS
MECHANICAL SECTIONS



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Item 19.
FSM-3
SHEET

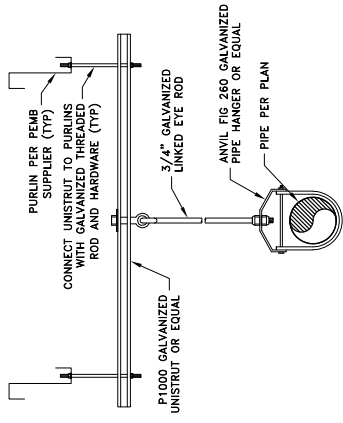


0 1/2 1
DRAWING IS TO SCALE
IF NOT SPECIFIED:
1" = FULL SCALE
1/2" = HALF SCALE

SECTION D
SCALE: 1"=1'-0" FSM-1
Scale in Feet

SECTION C
SCALE: 1"=1'-0" FSM-1
Scale in Feet

SECTION B
SCALE: 1/2"=1'-0" FSM-1
Scale in Feet

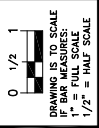


PIPE HANGER
SCALE: NTS

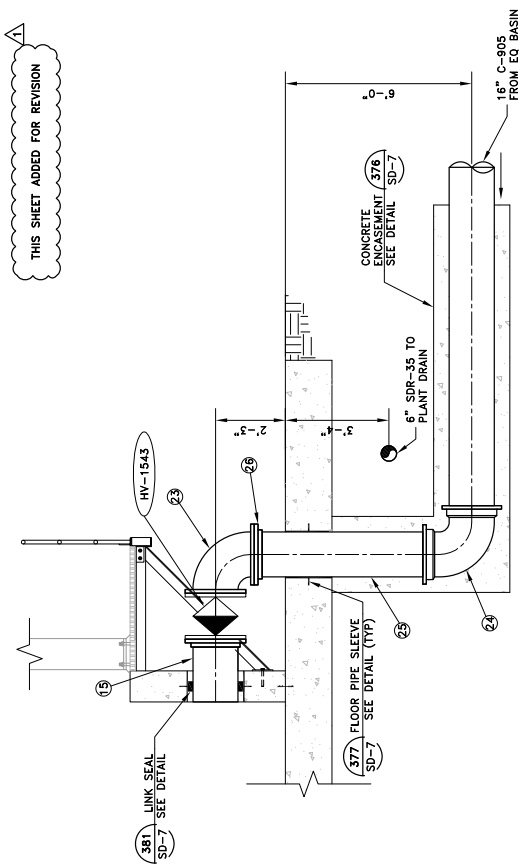
PIPE SCHEDULE

NO.	DESCRIPTION	SIZE	JOINT	MATERIAL
1	SPOOL	8"	FRP	FRP
2	90° BEND	8"	PE	FRP
3	REDUCING TEE	8"x8"	PE	FRP
4	CONCENTRIC REDUCER	8"x8"	PE	FRP
5	FLANGE	8"	PE	FRP
6	FLANGE COUPLER	8"	SOCKET	RUBBER
7	SPOOL	6"	FRP	FRP
8	90° BEND	6"	PE	FRP
9	TEE	6"	PE	FRP
10	EXPANSION JOINT	6"	FLG	FRP
11	FLANGE	6"	FLG	FRP
12	SPOOL	6"	PE	DIP
13	90° BEND	6"	MJ	DIP
14	WYE	6"	MJ	DIP
15	SPOOL	16"	FLANGE	DIP
16	SPOOL	24"	PE	DIP
17	90° BEND	24"	MJ	DIP
18	REDUCING CROSS	8"x6"	PE	FRP
19	CAP	6"	PE	FRP
20	45° BEND	6"	MJ	DIP
21	SPOOL	30"	PE	DIP
22	TEE	6"	MJ	DIP
23	90° BEND	16"	FLG	DIP
24	90° BEND	16"	MJ	DIP
25	SPOOL	16"	PEVIC	DIP
26	FLANGE	16"	VIC	DIP

NO.	DATE	DESIGN	DRAWN	CHECKED
C	03/05/18	DPS	BDP	JRL
REVISIONS				
1	10/11/19	DPS	BDP	JRL
ORIGINAL				



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THIS SHEET ADDED FOR REVISION A

SECTION
SCALE: 1/2"=1'-0"
0 2 4
Scale in Feet

Item 19.

SCH-19
SHEET

0 1/2 1
DRAWING IS TO SCALE
IF REFERENCE TO SCALE
1" = FULL SCALE
1/2" = HALF SCALE

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CITY OF BEAUMONT
SALT MITIGATION WWTFF UPGRADE
SCHEDULES
VALVE
NO. DATE DESIGN CHECKED
C 09/26/18 BPH DRAMM
1 07/26/19 JRL
2 09/16/19 EIT
3 10/14/19 BDP
REVISIONS

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#	LOCATION	SERVICE	TYPE	SIZE	MATERIAL	CONNECTION	ACTUATOR	REMARKS
FW-4812	SOLIDS HOLDING BLOWERS	STANDBY BLOWER ISOLATION	BUTTERFLY	8"	DI	WAFER	ELEC	BRAY SERIES 30 (WTON) OR EQUAL WITH OPEN/CLOSE ELECTRIC ACTUATOR
FW-4801	SOLIDS HANDLING BUILDING	CENTRIFUGE #1 FEED CONTROL	PLUG	3"	CI	FLX FL	ELEC	VALMATIC 100% PORT ECCENTRIC PLUG VALVE OR EQUAL WITH MODULATING ELECTRIC ACTUATOR
FW-4821	SOLIDS HANDLING BUILDING	CENTRIFUGE #1 CIP WATER CONTROL	BALL	1 1/2"	SS	THD	LV	APOLLO 76-100 SERIES OR EQUAL
FW-4821	SOLIDS HANDLING BUILDING	CENTRIFUGE #1 CIP WATER CONTROL	SOLENOID	1 1/2"	BRONZE	THD	*	RED HAT OR EQUAL
FW-4822	SOLIDS HANDLING BUILDING	CENTRIFUGE #1 SLOP WATER ISOLATION	BALL	1"	SS	THD	LV	APOLLO 76-100 SERIES OR EQUAL
FW-4822	SOLIDS HANDLING BUILDING	CENTRIFUGE #1 SLOP WATER CONTROL	SOLENOID	1"	BRONZE	THD	*	RED HAT OR EQUAL
FW-4803	SOLIDS HANDLING BUILDING	CENTRIFUGE #1 SLUDGE FEED SAMPLE	BALL	1 1/2"	SS	THD	LV	APOLLO 76-100 SERIES OR EQUAL
FW-4804	SOLIDS HANDLING BUILDING	CENTRIFUGE #1 CENTRATE SAMPLE	BALL	1"	SS	THD	LV	APOLLO 76-100 SERIES OR EQUAL
FW-4831	SOLIDS HANDLING BUILDING	CENTRIFUGE #2 FEED CONTROL	PLUG	3"	CI	FLX FL	ELEC	VALMATIC 100% PORT ECCENTRIC PLUG VALVE OR EQUAL WITH MODULATING ELECTRIC ACTUATOR
FW-4851	SOLIDS HANDLING BUILDING	CENTRIFUGE #2 CIP WATER ISOLATION	BALL	1 1/2"	SS	THD	LV	APOLLO 76-100 SERIES OR EQUAL
FW-4851	SOLIDS HANDLING BUILDING	CENTRIFUGE #2 CIP WATER CONTROL	SOLENOID	1 1/2"	BRONZE	THD	*	RED HAT OR EQUAL
FW-4852	SOLIDS HANDLING BUILDING	CENTRIFUGE #2 SLOP WATER ISOLATION	BALL	1"	SS	THD	LV	APOLLO 76-100 SERIES OR EQUAL
FW-4852	SOLIDS HANDLING BUILDING	CENTRIFUGE #2 SLOP WATER CONTROL	SOLENOID	1"	BRONZE	THD	*	RED HAT OR EQUAL
FW-4853	SOLIDS HANDLING BUILDING	CENTRIFUGE #2 SLUDGE FEED SAMPLE	BALL	1 1/2"	SS	THD	LV	APOLLO 76-100 SERIES OR EQUAL
FW-4834	SOLIDS HANDLING BUILDING	CENTRIFUGE #2 CENTRATE SAMPLE	BALL	1"	SS	THD	LV	APOLLO 76-100 SERIES OR EQUAL
FW-4801	SOLIDS HANDLING BUILDING	POLYMER TANK FILL ISOLATION	BALL	2"	PVC	THD	LV	HAYWARD TB SERIES TRUE UNION BALL VALVE OR EQUAL
FW-4801	SOLIDS HANDLING BUILDING	POLYMER TANK FILL ISOLATION	BALL	2"	PVC	THD	LV	HAYWARD TB SERIES TRUE UNION BALL CHECK VALVE OR EQUAL
FW-4801	SOLIDS HANDLING BUILDING	POLYMER TANK FILL ISOLATION	CHECK	2"	PVC	TRUE UNION	*	HAYWARD TC SERIES TRUE UNION BALL CHECK VALVE OR EQUAL
FW-4803	SOLIDS HANDLING BUILDING	POLYMER RECIRC PUMP DISCHARGE CHECK	CHECK	2 1/2"	PVC	TRUE UNION	*	HAYWARD TC SERIES TRUE UNION BALL CHECK VALVE OR EQUAL
FW-4803A	SOLIDS HANDLING BUILDING	POLYMER RECIRC PUMP INLET ISOLATION	BALL	3"	PVC	THD	LV	HAYWARD TB SERIES TRUE UNION BALL VALVE OR EQUAL
FW-4803B	SOLIDS HANDLING BUILDING	POLYMER RECIRC PUMP DISCHARGE ISOLATION	BALL	2 1/2"	PVC	THD	LV	HAYWARD TB SERIES TRUE UNION BALL VALVE OR EQUAL
FW-4805	SOLIDS HANDLING BUILDING	POLYMER TANK DRAIN ISOLATION	BALL	2"	PVC	THD	LV	HAYWARD TB SERIES TRUE UNION BALL VALVE OR EQUAL
FW-4861	SOLIDS HANDLING BUILDING	POLYMER MIXING UNIT #1 SUCTION ISOLATION	BALL	2"	PVC	TRUE UNION	LV	ASAHI AMERICAN TYPE 21 PVC BALL VALVE OR EQUAL
FW-4861	SOLIDS HANDLING BUILDING	POLYMER MIXING UNIT #1 DISCHARGE ISOLATION	BALL	2"	PVC	TRUE UNION	LV	ASAHI AMERICAN TYPE 21 PVC BALL VALVE OR EQUAL
FW-4861	SOLIDS HANDLING BUILDING	POLYMER MIXING UNIT #1 WATER ISOLATION	BALL	2"	SS	THD	LV	APOLLO 76-100 SERIES OR EQUAL
FW-4861	SOLIDS HANDLING BUILDING	POLYMER MIXING UNIT #1 WATER ISOLATION	BALL	2"	SS	THD	LV	APOLLO 76-100 SERIES OR EQUAL
FW-4861	SOLIDS HANDLING BUILDING	POLYMER MIXING UNIT #2 SUCTION ISOLATION	BALL	2"	PVC	TRUE UNION	LV	ASAHI AMERICAN TYPE 21 PVC BALL VALVE OR EQUAL
FW-4861	SOLIDS HANDLING BUILDING	POLYMER MIXING UNIT #2 DISCHARGE ISOLATION	BALL	2"	PVC	TRUE UNION	LV	ASAHI AMERICAN TYPE 21 PVC BALL VALVE OR EQUAL
FW-4861	SOLIDS HANDLING BUILDING	POLYMER MIXING UNIT #2 WATER ISOLATION	BALL	2"	SS	THD	LV	APOLLO 76-100 SERIES OR EQUAL
FW-4861	SOLIDS HANDLING BUILDING	POLYMER DILUTION WATER ISOLATION	BALL	3"	SS	THD	LV	APOLLO 76-100 SERIES OR EQUAL
FW-48501	CHEMICAL STORAGE AREA #1	SULFURIC ACID TANK FILL LINE CHECK	CHECK	2"	PVDF	TRUE UNION	*	ASAHI AMERICA BALL CHECK WITH PTFE SEAT AND O-RING OR EQUAL
FW-48501A	CHEMICAL STORAGE AREA #1	SULFURIC ACID TANK FILL LINE ISOLATION	BALL	2"	PVDF	TRUE UNION	LV	ASAHI AMERICA TYPE 21 PVDF BALL VALVE OR EQUAL
FW-48501B	CHEMICAL STORAGE AREA #1	SULFURIC ACID TANK DRAIN ISOLATION	BALL	2"	PVDF	TRUE UNION	LV	ASAHI AMERICA TYPE 21 PVDF BALL VALVE OR EQUAL
FW-48501C	CHEMICAL STORAGE AREA #1	SULFURIC ACID TANK DISCHARGE LINE ISOLATION	BALL	2"	PVDF	TRUE UNION	LV	ASAHI AMERICA TYPE 21 PVDF BALL VALVE OR EQUAL
FW-485001A	CHEMICAL STORAGE AREA #1	LIQUID AMMONIUM SULFATE TANK FILL LINE CHECK	CHECK	2"	CPVC	TRUE UNION	*	ASAHI AMERICA BALL CHECK WITH PTFE SEAT AND O-RING OR EQUAL
FW-485001A	CHEMICAL STORAGE AREA #1	LIQUID AMMONIUM SULFATE TANK FILL LINE ISOLATION	BALL	2"	CPVC	TRUE UNION	LV	ASAHI AMERICA TYPE 21 CPVC BALL VALVE OR EQUAL
FW-485001B	CHEMICAL STORAGE AREA #1	LIQUID AMMONIUM SULFATE TANK DRAIN LINE ISOLATION	BALL	2"	CPVC	TRUE UNION	LV	ASAHI AMERICA TYPE 21 CPVC BALL VALVE OR EQUAL
FW-485001C	CHEMICAL STORAGE AREA #1	LIQUID AMMONIUM SULFATE TANK DISCHARGE LINE ISOLATION	BALL	2"	CPVC	TRUE UNION	LV	ASAHI AMERICA TYPE 21 CPVC BALL VALVE OR EQUAL
FW-48481	EQUALIZATION BASIN	EQUALIZATION BASIN PUMP #1 ISOLATION	PLUG	8"	CI	FLX FL	WHL	VALMATIC 100% PORT ECCENTRIC PLUG VALVE OR EQUAL FOR BURIED SERVICE
FW-48481	EQUALIZATION BASIN	EQUALIZATION BASIN PUMP #1 ISOLATION	CHECK	8"	CI	FLX FL	*	VALMATIC SWING FLEX OR EQUAL
FW-48481	EQUALIZATION BASIN	EQUALIZATION BASIN PUMP #2 ISOLATION	PLUG	8"	CI	FLX FL	WHL	VALMATIC 100% PORT ECCENTRIC PLUG VALVE OR EQUAL FOR BURIED SERVICE
FW-48481	EQUALIZATION BASIN	EQUALIZATION BASIN PUMP #2 ISOLATION	CHECK	8"	CI	FLX FL	*	VALMATIC SWING FLEX OR EQUAL
FW-48481	EQUALIZATION BASIN	EQUALIZATION BASIN PUMP #3 ISOLATION	PLUG	8"	CI	FLX FL	WHL	VALMATIC 100% PORT ECCENTRIC PLUG VALVE OR EQUAL FOR BURIED SERVICE
FW-48481	EQUALIZATION BASIN	EQUALIZATION BASIN PUMP #3 ISOLATION	CHECK	8"	CI	FLX FL	*	VALMATIC SWING FLEX OR EQUAL
FW-48481	EQUALIZATION BASIN	EQUALIZATION BASIN PUMP #3 ISOLATION	PLUG	8"	CI	FLX FL	WHL	VALMATIC 100% PORT ECCENTRIC PLUG VALVE OR EQUAL FOR BURIED SERVICE
FW-48481	EQUALIZATION BASIN	EQUALIZATION BASIN PUMP #3 ISOLATION	CHECK	8"	CI	FLX FL	*	VALMATIC SWING FLEX OR EQUAL
FW-48481	EQUALIZATION BASIN	EQUALIZATION BASIN RETURN A/R/VAC	COMBINATIO N	3"	DI	THD	*	VALMATIC SERIES 800 OR EQUAL
FW-48481	EQUALIZATION BASIN	EQUALIZATION BASIN RETURN ISOLATION	PLUG	16"	CI	FLX FL	WHL	VALMATIC 100% PORT ECCENTRIC PLUG VALVE OR EQUAL FOR BURIED SERVICE

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CITY OF BEAUMONT
 SALT MITIGATION WWTFF UPGRADE
 SCHEDULES
 METER

NO.	DATE	DESIGN CHECKED
C	09/05/18	JRL
REVISIONS		
1	07/26/19	BP
2	10/14/19	BDP
		JRL

METER SCHEDULE #	LOCATION	SERVICE	TYPE	SIZE	REMARKS
M-1332	INFLUENT PUMP STATION	FINE SCREEN FEED FLOW METER	MAGNETER	24"	SEE INSTRUMENTATION SCHEDULE
M-1342	INFLUENT PUMP STATION	EQUALIZATION BASIN FEED FLOW METER	MAGNETER	20"	SEE INSTRUMENTATION SCHEDULE
M-1522	EQUALIZATION BASIN	EQUALIZATION BASIN RETURN FLOW METER	MAGNETER	16"	SEE INSTRUMENTATION SCHEDULE
M-1541	EQUALIZATION BASIN	FINE SCREENS FLOW METER	MAGNETER	16"	SEE INSTRUMENTATION SCHEDULE
M-1732	REACTION BASIN #1	PROCESS AIR FLOW METER	MASS FLOW INSERTION	N/A	SEE INSTRUMENTATION SCHEDULE
M-2232	REACTION BASIN #2	PROCESS AIR FLOW METER	MASS FLOW INSERTION	N/A	SEE INSTRUMENTATION SCHEDULE
M-2332	REACTION BASIN #3	PROCESS AIR FLOW METER	MASS FLOW INSERTION	N/A	SEE INSTRUMENTATION SCHEDULE
M-2432	REACTION BASIN #4	PROCESS AIR FLOW METER	MASS FLOW INSERTION	N/A	SEE INSTRUMENTATION SCHEDULE
M-3122	MEMBRANE BUILDING	MEMBRANE TRAIN #1 SCOUR AIR FLOW	MASS FLOW INSERTION	N/A	SEE INSTRUMENTATION SCHEDULE
M-3182	MEMBRANE BUILDING	PERMEATE PUMP #1 FLOW METER	MAGNETER	12"	PROVIDED WITH MBR EQUIPMENT
M-3222	MEMBRANE BUILDING	MEMBRANE TRAIN #2 SCOUR AIR FLOW	MASS FLOW INSERTION	N/A	SEE INSTRUMENTATION SCHEDULE
M-3282	MEMBRANE BUILDING	PERMEATE PUMP #2 FLOW METER	MAGNETER	12"	PROVIDED WITH MBR EQUIPMENT
M-3322	MEMBRANE BUILDING	MEMBRANE TRAIN #3 SCOUR AIR FLOW	MASS FLOW INSERTION	N/A	SEE INSTRUMENTATION SCHEDULE
M-3382	MEMBRANE BUILDING	PERMEATE PUMP #3 FLOW METER	MAGNETER	12"	PROVIDED WITH MBR EQUIPMENT
M-3422	MEMBRANE BUILDING	MEMBRANE TRAIN #4 SCOUR AIR FLOW	MASS FLOW INSERTION	N/A	SEE INSTRUMENTATION SCHEDULE
M-3482	MEMBRANE BUILDING	PERMEATE PUMP #4 FLOW METER	MAGNETER	12"	PROVIDED WITH MBR EQUIPMENT
M-3661	MEMBRANE BUILDING	MBR FEED PUMPS FLOW METER	MAGNETER	42"	SEE INSTRUMENTATION SCHEDULE
M-3893	MEMBRANE BUILDING	WAS/SCUM PUMPING FLOW METER	MAGNETER	8"	SEE INSTRUMENTATION SCHEDULE
M-30074	MEMBRANE BUILDING	RO FORWARDING PUMPS FLOW METER	MAGNETER	8"	PROVIDED WITH RO EQUIPMENT
M-41474	MEMBRANE BUILDING	RO CP PUMP FLOW METER	MAGNETER	4"	PROVIDED WITH RO EQUIPMENT
M-5072	MEMBRANE BUILDING	SODIUM HYPOCHLORITE RECIRCULATION LINE	MAGNETER	1"	SEE INSTRUMENTATION SCHEDULE
M-6420	RECYCLED WATER LIFT STATION	NON-POTABLE WATER FLOW METER	MAGNETER	6"	SEE INSTRUMENTATION SCHEDULE
M-7122	RECYCLED WATER LIFT STATION	RECYCLED WATER FLOW METER	MAGNETER	18"	SEE INSTRUMENTATION SCHEDULE
M-8433	SOLIDS HOLDING BLOWERS	MIXING AIR FLOW METER	MASS FLOW INSERTION	8"	SEE INSTRUMENTATION SCHEDULE
M-8443	SOLIDS HOLDING BLOWERS	MIXING AIR FLOW METER	MASS FLOW INSERTION	8"	SEE INSTRUMENTATION SCHEDULE
M-8502	SOLIDS HANDLING BUILDING	CENTRIFUGE #1 FEED FLOW METER	MAGNETER	3"	SEE INSTRUMENTATION SCHEDULE
M-8552	SOLIDS HANDLING BUILDING	CENTRIFUGE #2 FEED FLOW METER	MAGNETER	3"	SEE INSTRUMENTATION SCHEDULE
M-8562	SOLIDS HANDLING BUILDING	CENTRIFUGE #3 FEED FLOW METER	MAGNETER	3"	SEE INSTRUMENTATION SCHEDULE

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**CITY OF BEAUMONT
 SALT MITIGATION WWTFF UPGRADE
 SCHEDULES
 PUMP**

NO.	DATE	DESIGN	CHECKED
C	09/05/18	BP	JRL
REVISIONS			
2	10/14/19	EIT	BDP
1	09/16/19	EIT	JRL

HP (KW)	FLOW	TDH	REMARKS
20	250 GPM	116 FT	NETZSCH MODEL NM690SY01L07V4.3 FSIP OR EQUAL
20	250 GPM	116 FT	NETZSCH MODEL NM690SY01L07V4.3 FSIP OR EQUAL
20	250 GPM	116 FT	NETZSCH MODEL NM690SY01L07V4.3 FSIP OR EQUAL
30	1960 GPM	35 FT	GORMAN RUPP MODEL T9A8-3 (MIN 60% EFFICIENCY @ DESIGN POINT)
30	1960 GPM	35 FT	GORMAN RUPP MODEL T9A8-3 (MIN 60% EFFICIENCY @ DESIGN POINT)

LOCATION	SERVICE	TYPE	HP (KW)	FLOW	TDH	REMARKS
SOLIDS FEED PUMP STATION	WAS FEED TO DEWATERING CENTRIFUGES	PROGRESSIVE CAVITY	20	250 GPM	116 FT	NETZSCH MODEL NM690SY01L07V4.3 FSIP OR EQUAL
SOLIDS FEED PUMP STATION	WAS FEED TO DEWATERING CENTRIFUGES	PROGRESSIVE CAVITY	20	250 GPM	116 FT	NETZSCH MODEL NM690SY01L07V4.3 FSIP OR EQUAL
SOLIDS FEED PUMP STATION	WAS FEED TO DEWATERING CENTRIFUGES	PROGRESSIVE CAVITY	20	250 GPM	116 FT	NETZSCH MODEL NM690SY01L07V4.3 FSIP OR EQUAL
SOLIDS HANDLING BUILDING	SOLIDS HANDLING BUILDING	PROGRESSIVE CAVITY	30	1960 GPM	35 FT	GORMAN RUPP MODEL T9A8-3 (MIN 60% EFFICIENCY @ DESIGN POINT)
EQUALIZATION BASIN	EQUALIZATION BASIN RETURN PUMPING	SELF-PRIMING CENTRIFUGAL	30	1960 GPM	35 FT	GORMAN RUPP MODEL T9A8-3 (MIN 60% EFFICIENCY @ DESIGN POINT)
EQUALIZATION BASIN	EQUALIZATION BASIN RETURN PUMPING	SELF-PRIMING CENTRIFUGAL	30	1960 GPM	35 FT	GORMAN RUPP MODEL T9A8-3 (MIN 60% EFFICIENCY @ DESIGN POINT)

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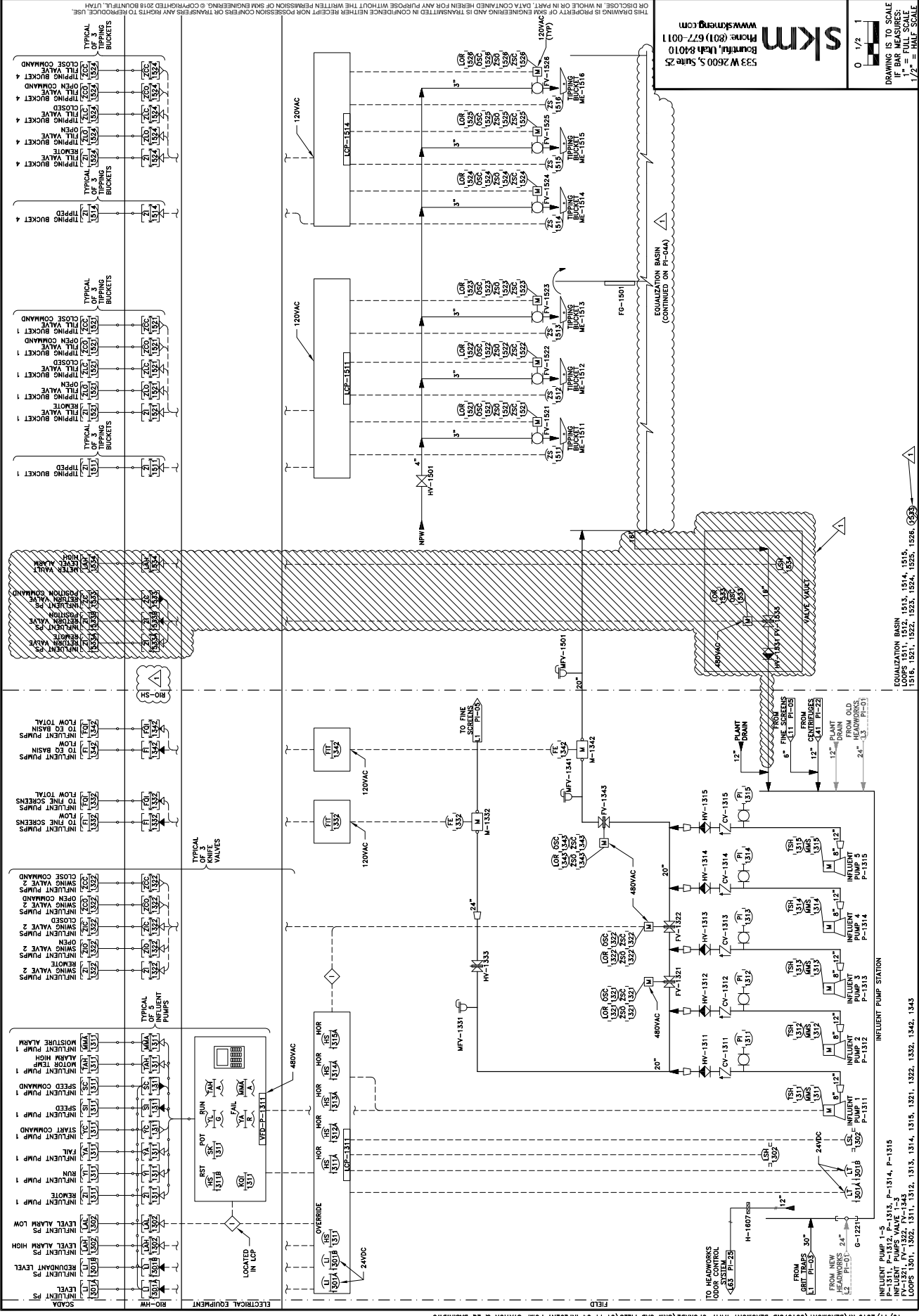
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 533 W 2600 S, Suite 25
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CITY OF BEAUMONT
SALT MITIGATION WWTP UPGRADE
INSTRUMENTATION - P&IDs
INFLUENT PUMP STATION & EQ BASIN

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I	10/11/19	MPJ	DCL	MPJ



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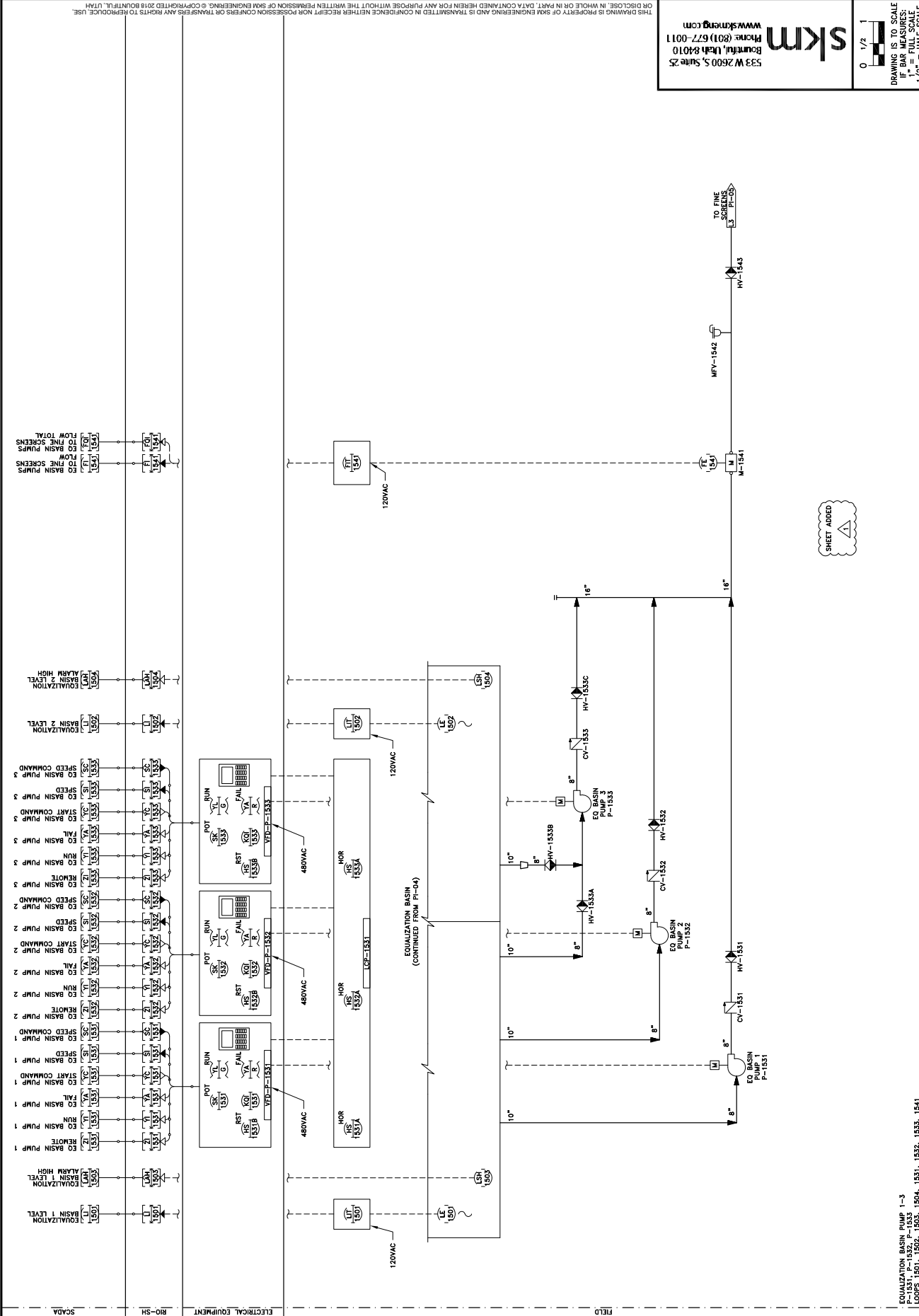
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CITY OF BEAUMONT
SALT MITIGATION WWTP UPGRADE
INSTRUMENTATION - P&IDs
EQUALIZATION BASIN PUMP STATION

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NO.	DATE	DESIGN	DRAWN	CHECKED
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I	10/11/19	MPJ	DCL	MPJ

REVISIONS



FIELD
 ELECTRICAL EQUIPMENT
 RIO-SH
 SCADA

EQUALIZATION BASIN PUMP 1-3
 P-1531, P-1532, P-1533
 COMPS 1501, 1502, 1503, 1504, 1511, 1522, 1533, 1541

Item 19.

PI-05

SHEET 9 OF 172
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CITY OF BEAUMONT
SALT MITIGATION WWP-UPGRADE
INSTRUMENTATION - P&IDS
FINE SCREENS

NO.	DATE	DESIGN	DRAWN	CHECKED
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2	10/11/19	MPJ	DCL	MPJ
1				

REVISIONS

NOTES:
1. WIRE MARKERS ON THIS SHEET ARE SUPPLIED BY THE FINE SCREEN MANUFACTURER.
2. THIS DRAWING HAS NOT BEEN COPIED IN COLOR.

LEGEND:
FINE SCREEN 1
FINE SCREEN 2
FINE SCREEN 3
FINE SCREEN 1, 2 & 3 (FUTURE)
ME-1413, ME-1412, ME-1411
G-1410, G-1412, G-1414
PT-1410, PT-1412, PT-1414
SV-1410, SV-1412, SV-1414
HV-1420, HV-1422, HV-1424
ME-1411, ME-1412, ME-1413

496

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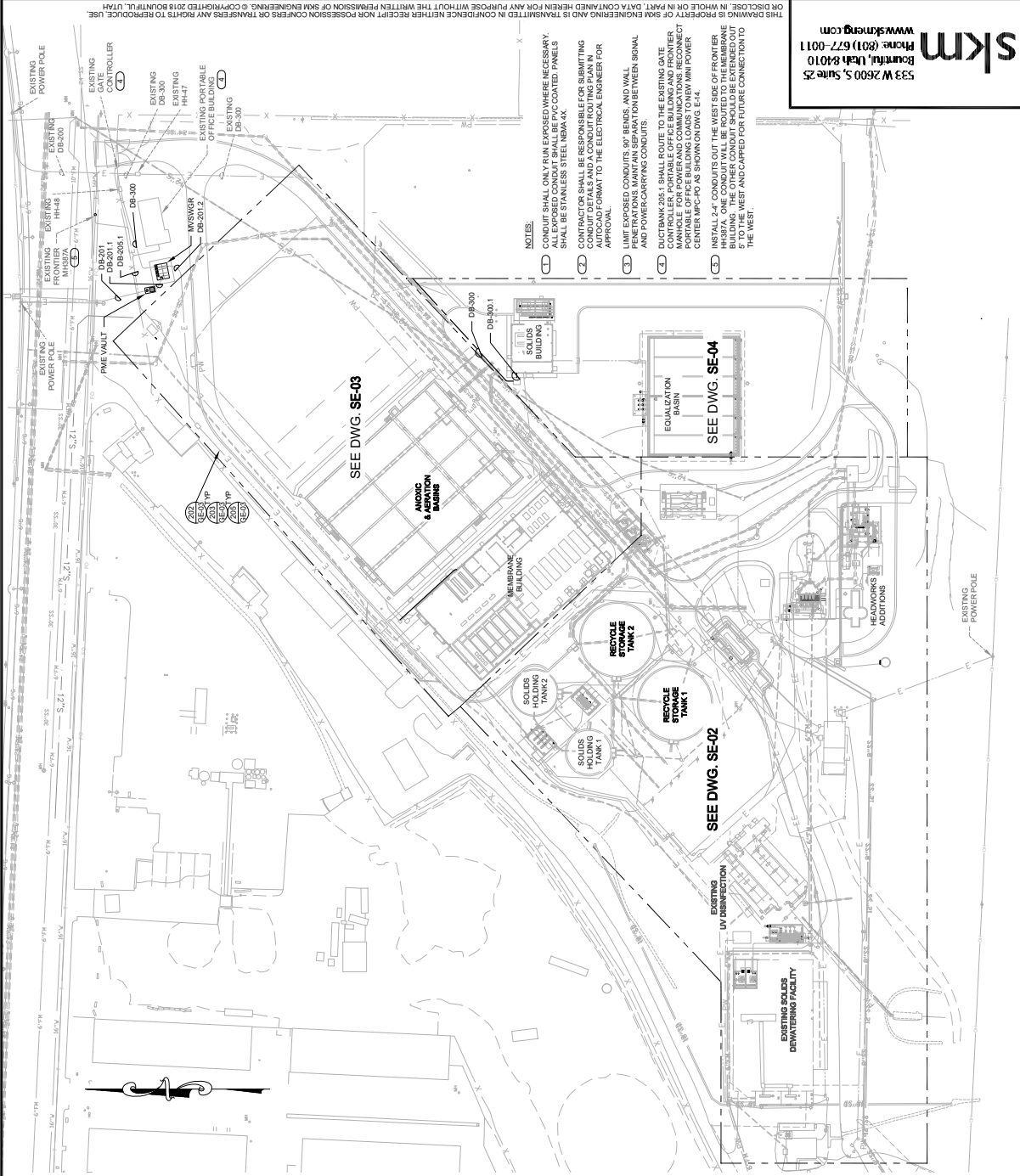
CITY OF BEAUMONT
SALT MITIGATION WWTPL UPGRADE
ELECTRICAL - SITE
OVERALL SITE PLAN

NO.	DATE	DESIGN	DRAWN	CHECKED
1	12/18/18	MPJ	MCL	MPJ
2	08/15/19	MPJ	DCL	MPJ
3	10/11/19	MPJ	DCL	MPJ

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C 09/05/18 MPJ

ORIGINAL



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OVERALL SITE PLAN



HANDHOLE HH-100 & HH-106
 HAVE BEEN RENAMED TO HH-303
 & HH-304 RESPECTIVELY & HAVE
 BEEN RELOCATED TO NEW LOCATION
 FOR NEW LOCATION

ITEM	SYMBOL	LOCATION	TYPE	NOTES
HH-1	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-2	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-3	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-4	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-5	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-6	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-7	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-8	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-9	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-10	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-11	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-12	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-13	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-14	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-15	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-16	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-17	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-18	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-19	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-20	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-21	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-22	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-23	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-24	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-25	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-26	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-27	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-28	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-29	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-30	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-31	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-32	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-33	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-34	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-35	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-36	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-37	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-38	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-39	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-40	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-41	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-42	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-43	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-44	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-45	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-46	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-47	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-48	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-49	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-50	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-51	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-52	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-53	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-54	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-55	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-56	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-57	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-58	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-59	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-60	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-61	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-62	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-63	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-64	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-65	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-66	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-67	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-68	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-69	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-70	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-71	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-72	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-73	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-74	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-75	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-76	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-77	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-78	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-79	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-80	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-81	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-82	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-83	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-84	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-85	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-86	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-87	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-88	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-89	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-90	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-91	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-92	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-93	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-94	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-95	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-96	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-97	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-98	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-99	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE
HH-100	9x3	EXISTING SWGR-HW	POWER	CLEANOUT AND REUSE

HANDHOLE SCHEDULE

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
REVISIONS				
1	08/14/19	MPJ	DCL	MPJ
2	10/11/19	MPJ	DCL	MPJ

CITY OF BEAUMONT
 SALT MITIGATION WWTP UPGRADE
 ELECTRICAL - SITE
 SITE PLAN 1



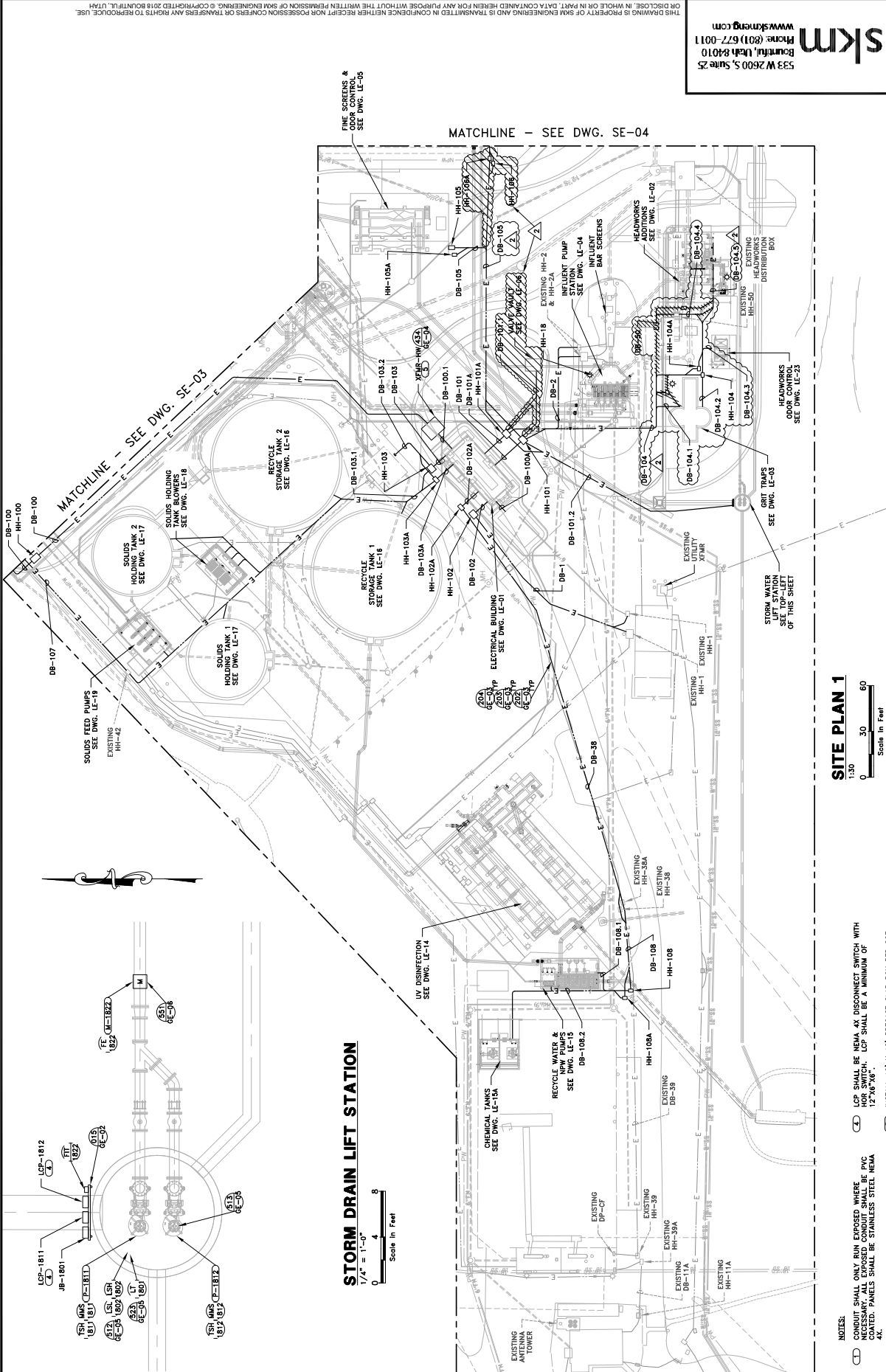
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SE-02
 SHEET 91 OF 172

Item 19.

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0 1/2" 1"
 DRAWING IS TO SCALE
 IF RING UP ASSURES
 1" = FULL SCALE
 1/2" = HALF SCALE



STORM DRAIN LIFT STATION
 1/4" = 1'-0"
 Scale in Feet

SITE PLAN 1
 1:30
 0 30 60
 Scale in Feet

- NOTES:
- 1 CONDUIT SHALL ONLY RUN EXPOSED WHERE NECESSARY. ALL EXPOSED CONDUIT SHALL BE PVC UNLESS OTHERWISE NOTED. PANELS SHALL BE STAINLESS STEEL NEMA 4X.
 - 2 CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING CONDUIT DETAILS AND A CONDUIT ELEVATION PLAN TO THE ELECTRICAL ENGINEER FOR APPROVAL.
 - 3 PENETRATIONS THROUGH SEPARATIONS BETWEEN SIGNAL AND POWER-CARRYING CONDUITS.
 - 4 LCP SHALL BE NEMA 4X DISCONNECT SWITCH WITH HOR SWITCH. LCP SHALL BE A MINIMUM OF 12" X 36" X 6".
 - 5 INSTALL 10" X 12" PRECAST SLAB PER SEE BACKGROUND STRUCTURES STANDARDS DETAIL S3532.

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0 1/2" = 1'
 1" = FULL SCALE
 1/2" = HALF SCALE

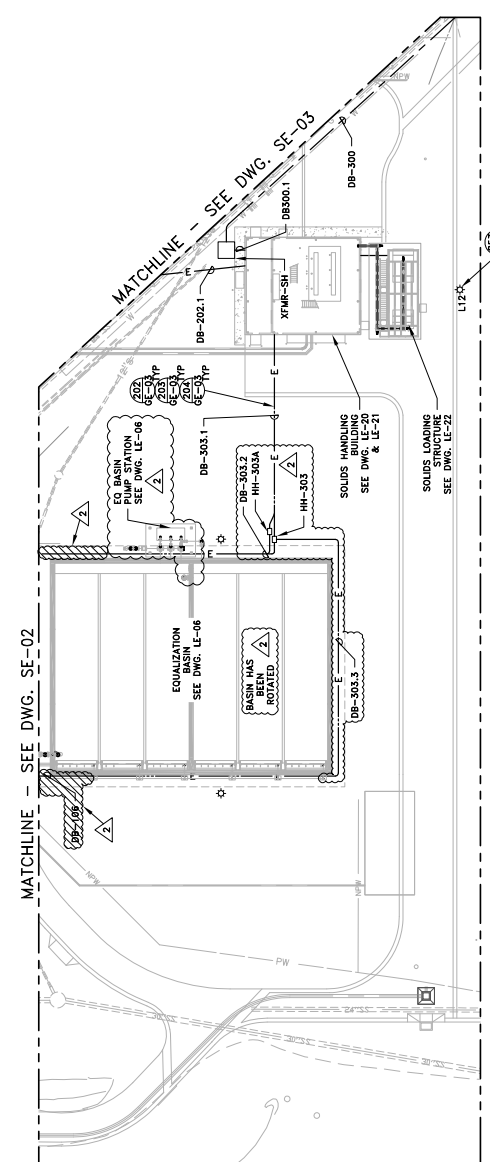
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CITY OF BEAUMONT
SALT MITIGATION WWTP UPGRADE
ELECTRICAL - SITE
SITE PLAN 3

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
REVISIONS				
1	12/19/18	MPJ	MCS	DCL
2	10/11/19	MPJ	DCL	MPJ

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SITE PLAN 3
 1:30
 0 30 60
 Scale in Feet

GE EVOLVE SERIES LED COBRA HEAD
 MODEL FES-0-72-01-S-40-2-08M-F
 WITH 2 HEADS, OR APPROVED EQUAL.



- NOTES:**
- 1. CONDUIT SHALL ONLY RUN EXPOSED WHERE NECESSARY. ALL EXPOSED CONDUIT SHALL BE PVC UNLESS OTHERWISE NOTED. PIPES SHALL BE STAINLESS STEEL NICKA 4X.
 - 2. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING CONDUIT DETAILS AND A CONDUIT ROUTING PLAN IN CONDUIT FORMAT TO THE ELECTRICAL ENGINEER FOR APPROVAL.
 - 3. UNLESS OTHERWISE NOTED, ALL PENETRATIONS SHALL MAINTAIN SEPARATION BETWEEN SIGNAL AND POWER-CARRYING CONDUITS.

HEADWORKS ELECTRICAL PLAN



ELECTRICAL LEGEND

- (L) EXISTING SITE LIGHT
- (L) GE EVOLVE SERIES LED CORBA HEAD MODEL ERS-O-F2-D1-S-40-Z-CRA-F WITH 2 HEADS, OR APPROVED EQUAL
- (L) DUPLEX OUTLET
- (L) GFCI PROTECTED OUTLET
- (L) W/2P PROTECTED OUTLET
- (L) W/2P PROTECTED OUTLET GFCI PROTECTED

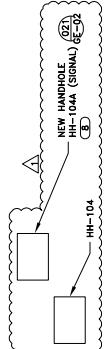
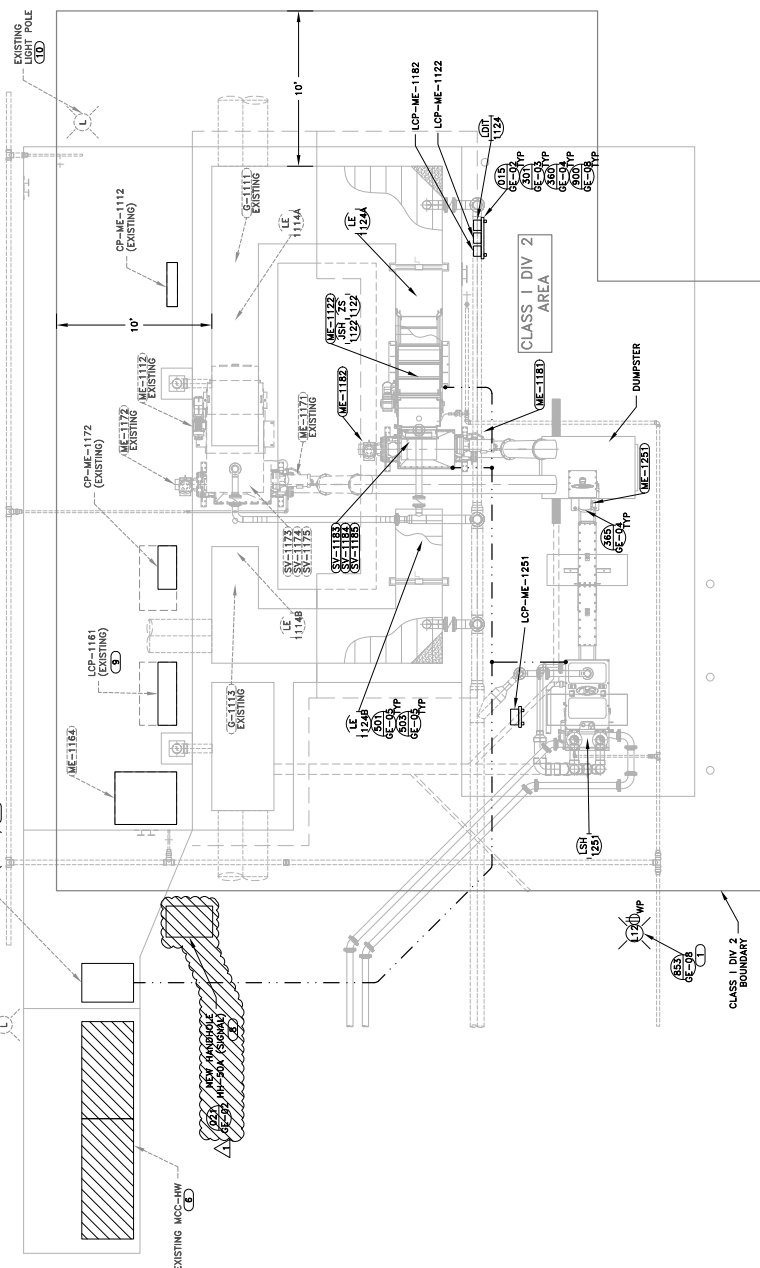
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NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
I	10/11/19	MPJ	DCL	MPJ
REVISIONS				

CITY OF BEAUMONT
 SALT MITIGATION WWTP UPGRADE
 ELECTRICAL - LAYOUT
 HEADWORKS ELECTRICAL PLAN

AQUA ENGINEERING
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NOTES:

1. THE HEADWORKS CHANNELS AND INTERIORS OF SCREENS, WASHPACTORS AND GRIT CLASSIFIER ARE PRESSURIZED AND THE AIR IS EVACUATED TO THE HEADWORKS ODOR CONTROL UNIT. FOR ELECTRICAL COMPONENTS SHALL BE RATED CLASS 1, DIV 2 AND SEAL OFFS SHALL BE UTILIZED PER THE CLASSIFIED SPACE SURROUNDING THIS AREA. ALL COMPONENTS SHALL BE CORROSION RESISTANT AND PANELS SHALL BE FITTED WITH Gaskets. ALL CHANNEL FITTINGS SHALL BE PVC COATED GRS. ALL CHANNEL ANCHORS, FASTENERS AND ASSOCIATED HARDWARE EXPOSED WHERE NECESSARY. SHALL ONLY RUN ABOVE CHANNELS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING CONDUIT DETAILS AND A CONDUIT ROUTING PLAN IN APPROVED FORMAT TO THE ELECTRICAL ENGINEER FOR APPROVAL.
3. UNLESS OTHERWISE SPECIFIED, ALL WALL PENETRATIONS MAINTAIN SEPARATION BETWEEN SIGNAL AND POWER-CARRYING CONDUITS.
4. ALL ELECTRONIC DISPLAYS SUBJECT TO OUTDOOR EXPOSURE SHALL BE PROTECTED AS PER DETAIL 801.
5. CONTRACTOR TO KEEP APPROPRIATE SEPARATION BETWEEN 480VAC, 120VAC AND 240VDC IN ALL JUNCTION AND PULL BOXES.
6. EXISTING MCC-HW IS TO BE REMOVED AND EXISTING CONDUITS ARE TO BE GAPPED.
7. ALL EXISTING ELECTRICAL EQUIPMENT AND NEW EQUIPMENT SHALL BE PROTECTED FROM OVERCURRENT DAMAGE. THIS EXISTING HANDHOLE, NEW WIRE SHALL BE INSTALLED IN THIS HANDHOLE AND ALL SPICES SHALL BE ALLOWED IN THE HANDHOLE.
8. INSTALL A NEW HANDHOLE IN THIS LOCATION FOR SIGNAL WIRE FOR THE NEW SCREEN, WASHPACTOR AND GRIT CLASSIFIER.
9. THE EXISTING LCP-1181 HOUSES THE FOUR SIGNAL HANDHOLES. THIS PANEL ALSO HAS EXISTING PAC-HW WHICH IS TO BE REMOVED.
10. RETROFIT THE EXISTING LIGHT POLE WITH NEW LED LIGHT FIXTURES. MATCH NEW LIGHT FIXTURE L12.
11. THE NEW EQUIPMENT INTO EXISTING GROUND GRID.

SHEET 95 OF 172
LE-02
 DRAWING IS TO SCALE
 IF BAG OF ASSURES
 1" = FULL SCALE
 1/2" = HALF SCALE

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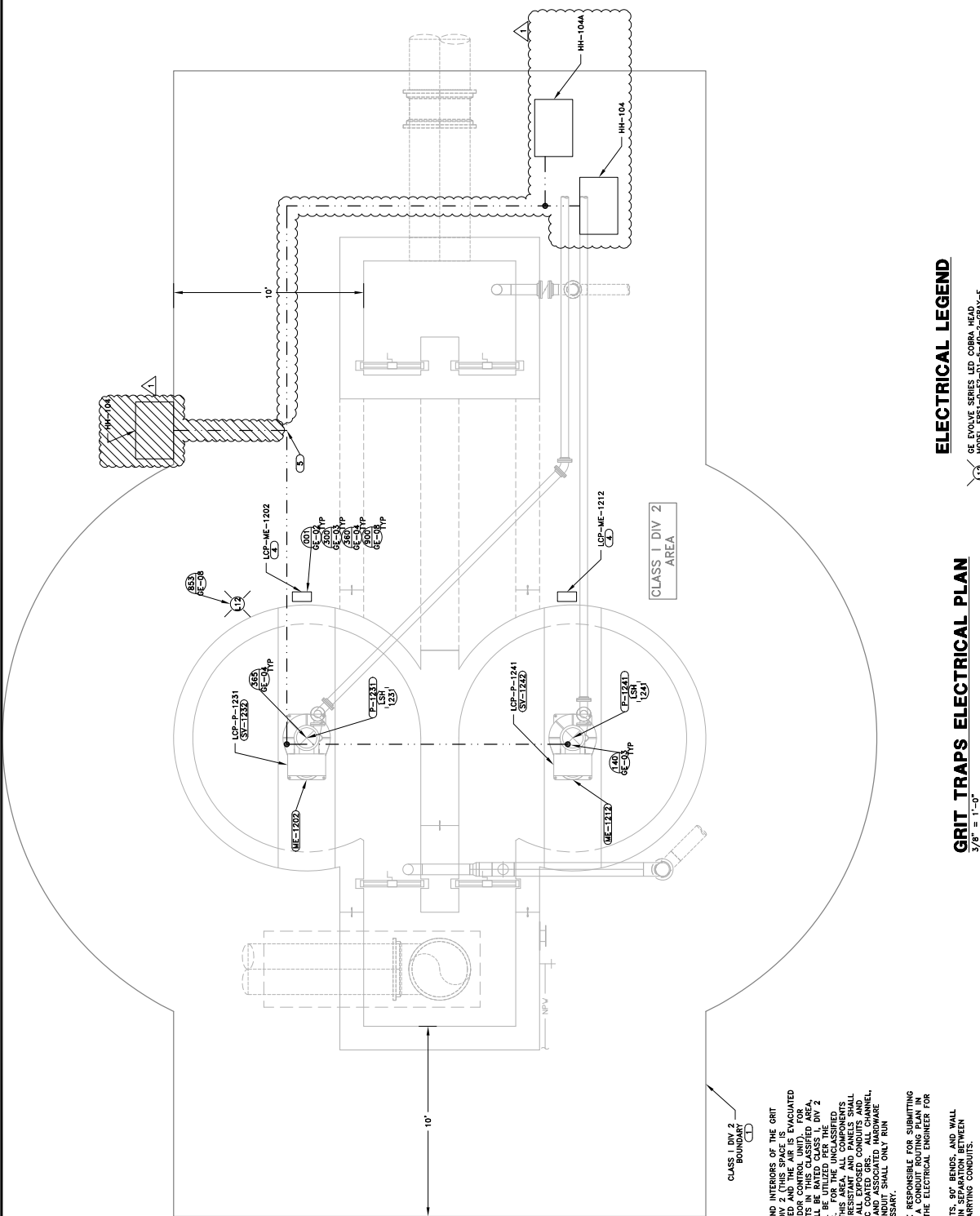
CITY OF BEAUMONT
SALT MITIGATION WWTP UPGRADE
ELECTRICAL - LAYOUT
GRIT TRAPS ELECTRICAL PLAN

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
I	10/11/19	MPJ	DCL	MPJ

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ELECTRICAL LEGEND

- ⊗ GE EVOLVE SERIES LED COBRA HEAD WITH 2 HEADS, OR APPROVED EQUAL
- ⊕ SUPER EX. OUTLET
- ⊖ GFCI PROTECTED OUTLET
- ⊙ WP: WEATHER-PROOF OUTLET GFCI PROTECTED.

GRIT TRAPS ELECTRICAL PLAN

3/8" = 1'-0"
 Scale in Feet

- NOTES:**
1. THE GRIT CHANNELS AND INTERIORS OF THE GRIT TRAPS SHALL BE NEGATIVELY PRESSURIZED AND THE AIR IS EVACUATED TO THE HEADWORKS ODOOR CONTROL UNIT. FOR ALL COMPONENTS SHALL BE RATED CLASS 1, DIV 2 AND SEAL OFFS SHALL BE UTILIZED PER THE SPACE SURROUNDING THIS AREA. ALL COMPONENTS SHALL BE CORROSION RESISTANT AND PANELS SHALL BE PIG COATED GRS. ALL CHANNEL, FITTINGS SHALL BE STAINLESS STEEL. HARDWARE SHALL BE STAINLESS STEEL. ALL HARDWARE EXPOSED WHERE NECESSARY.
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING CONDUIT DETAILS AND A CONDUIT ROUTING PLAN IN APPROVAL.
 3. UNLT EXPOSED CONDUITS, RP7 BRUS, AND WALL PENETRATIONS, MAINTAIN SEPARATION BETWEEN SIGNAL AND POWER-CARRYING CONDUITS.
 4. LCP SHALL BE NEMA 4X DISCONNECT SWITCH WITH 12 AS 26".
 5. GROUND GRID SHALL BE CONNECTED TO MAIN GROUND GRID THROUGH DUCT BANK SYSTEM.

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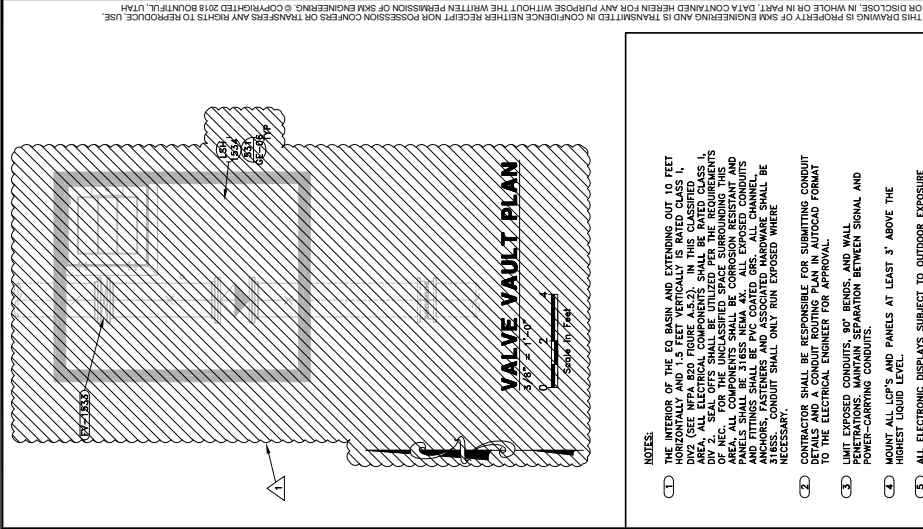
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CITY OF BEAUMONT
SALT MITIGATION WWTPL UPGRADE
ELECTRICAL - LAYOUT
EQ BASIN & PUMP STATION PLAN

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
I	10/11/19	MPJ	DCL	MPJ

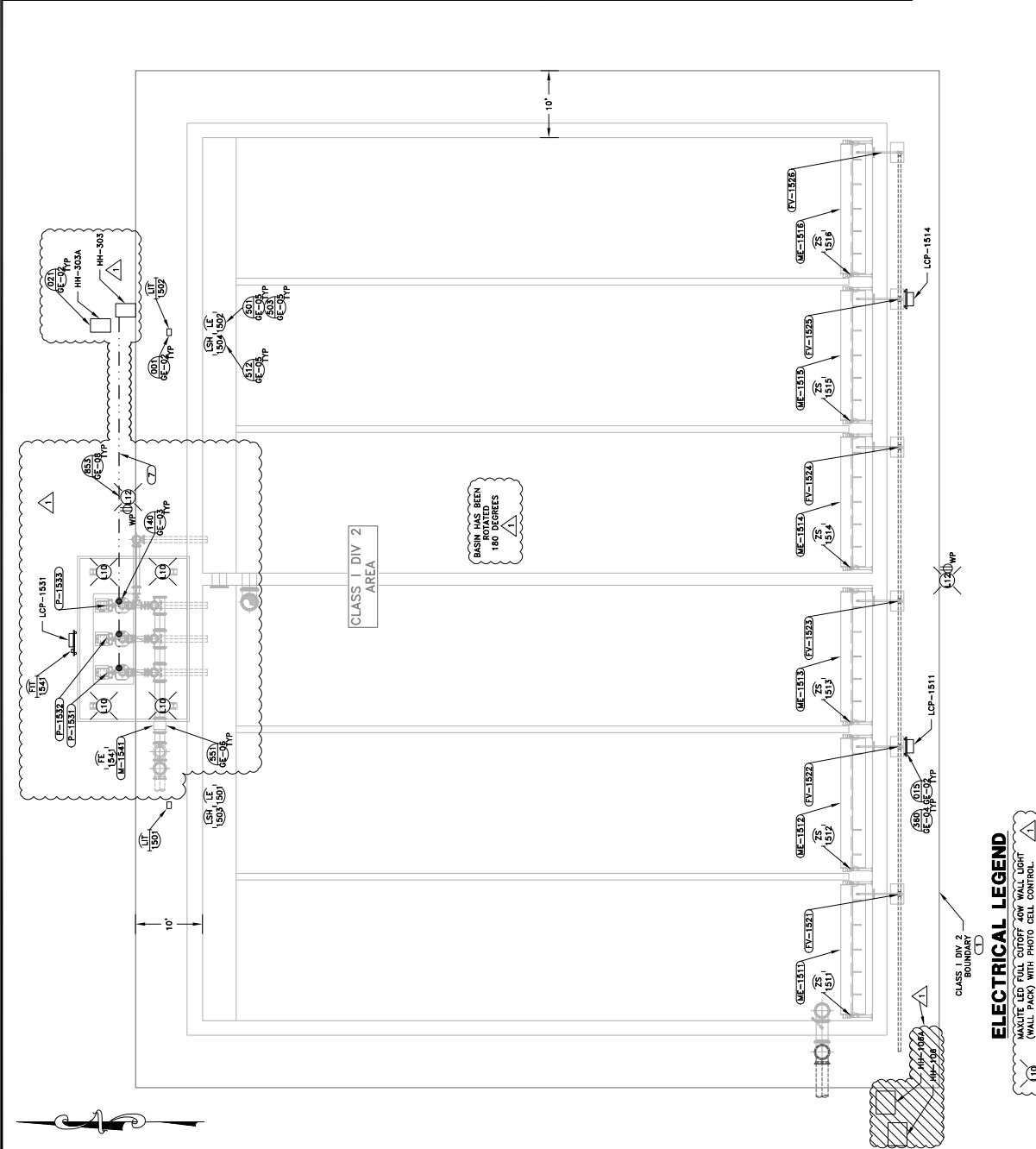
REVISIONS

ORIGINAL



NOTES:

- THE INTERIOR OF THE EQ BASIN AND EXTENDING OUT 10 FEET HORIZONTALLY AND 1.5 FEET VERTICALLY IS RATED CLASS 1, DIV 2 (SEE NFPA 700 FIGURE A.5.2) IN THIS CLASSIFIED DIV 2. SEAL OFFS SHALL BE UTILIZED PER THE REQUIREMENTS OF NFPA 700 FOR THE CLASSIFIED DIV 2. ALL EXPOSED CONDUITS SHALL BE INSTALLED IN A RIGID CONDUIT RACE OR RACEWAY. ALL EXPOSED CONDUITS SHALL BE STRESS-NEMA XL. ALL EXPOSED CONDUITS SHALL BE INSTALLED IN A RIGID CONDUIT RACE OR RACEWAY. ALL EXPOSED CONDUITS SHALL BE INSTALLED IN A RIGID CONDUIT RACE OR RACEWAY. ALL EXPOSED CONDUITS SHALL BE INSTALLED IN A RIGID CONDUIT RACE OR RACEWAY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING CONDUIT SCHEDULE TO THE ELECTRICAL ENGINEER FOR APPROVAL.
- LIMIT EXPOSED CONDUITS, BOX, BENDS, AND WALL PENETRATIONS. MAINTAIN SEPARATION BETWEEN SIGNAL AND POWER-CARRYING CONDUITS.
- MOUNT ALL LCP'S AND PANELS AT LEAST 3' ABOVE THE HIGHEST LIQUID LEVEL.
- ALL ELECTRONIC DISPLAYS SUBJECT TO OUTDOOR EXPOSURE SHALL BE PROTECTED AS PER DETAIL 901.
- CONTRACTOR TO KEEP APPROPRIATE SEPARATION BETWEEN 480VAC, 208VAC, 50VDC AND 240VDC IN ALL JUNCTION AND PANELS. ALL 480VAC, 208VAC, 50VDC AND 240VDC TO BE CONNECTED THROUGH DIET BANK SYSTEM.



EQ Basin & Pump Station Plan
 1/8" = 1'-0"
 Scale In Feet

ELECTRICAL LEGEND

1. WALL PACK WITH PHOTO CELL CONTROL
 MOREL MLWP40LED90SPC12 OR APPROVED EQUAL

2. GE ENVIUE SERIES LED CORN. HEAD WITH 2 HEADS, OR APPROVED EQUAL

3. DUPLEX OUTLET

4. WEATHER-PROOF OUTLET GFCI PROTECTED.

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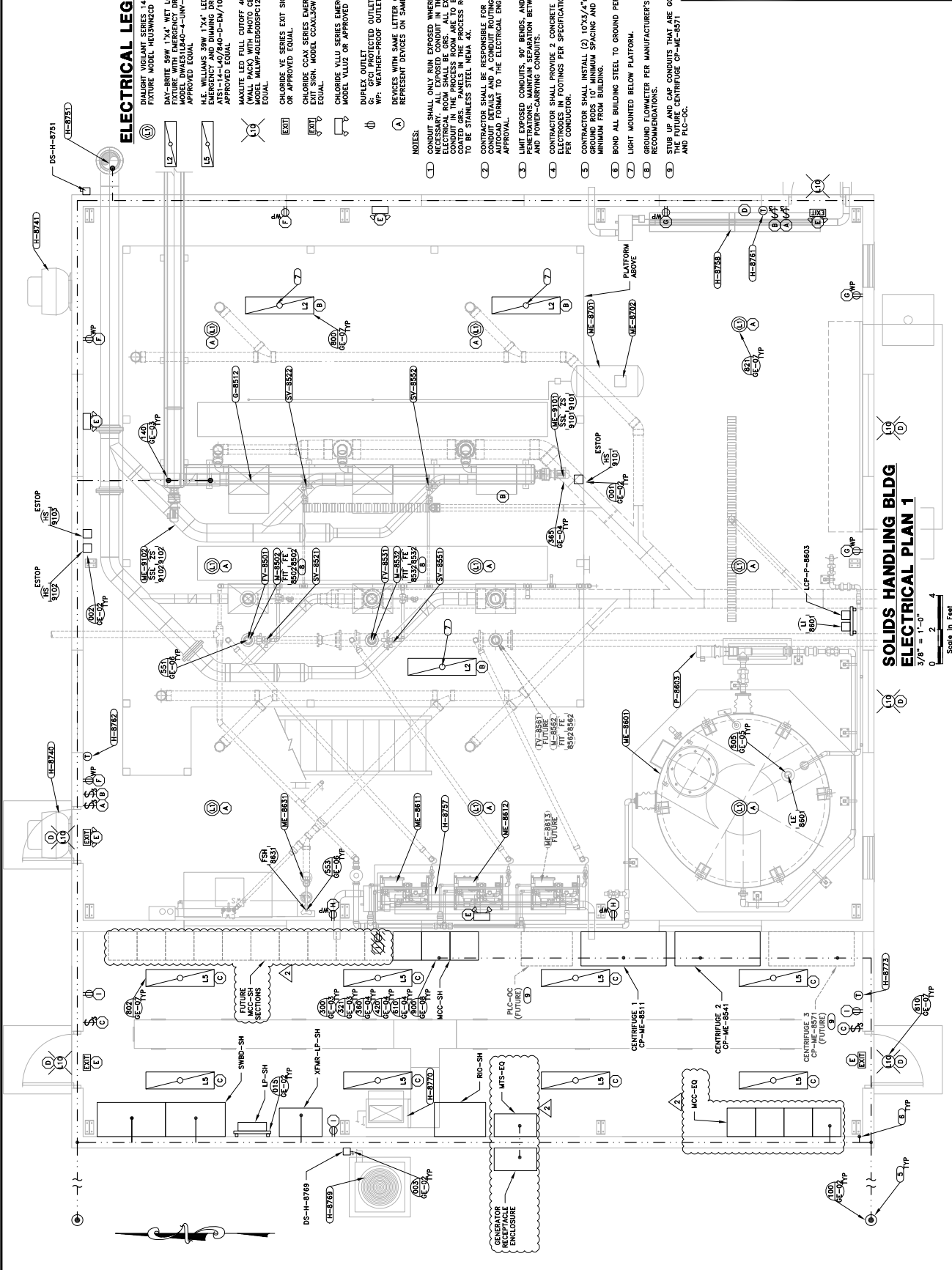
1/2" = 1'-0"
DRAWING IS TO SCALE UNLESS OTHERWISE NOTED.
IF BAG UP ASSES, 1" = FULL SCALE
1/2" = HALF SCALE

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CITY OF BEAUMONT
SALT MITIGATION WWTP UPGRADE
ELECTRICAL - LAYOUT
SOLIDS HANDLING BLDG ELECTRICAL PLAN 1

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
2	09/16/19	MPJ	DCL	MPJ

REVISIONS



ELECTRICAL LEGEND

- 1. DIALIGHT VIGILANT SERIES 1.4W HIGH BAY LED FIXTURE MODEL RECOMMENDED ON APPROVED EQUAL.
 - 2. DAY-BRITE 59W 1'x4' WET LOCATION LED FIXTURE MODEL DW1618A0-4-LVY-EALED OR APPROVED EQUAL.
 - 3. H.E. WILLIAMS 39W 1'x4' LED FIXTURE WITH ATTENTION LIGHT (MOUNTING DIMENSIONS APPROVED EQUAL).
 - 4. MAQUITE LED FULL CUTOFF 40W WALL LIGHT (WALL PACK WITH PHOTO CELL CONTROL, WALL MOUNTED, MULTIPHASEDUSPIC12 OR APPROVED EQUAL).
 - 5. EXITS: V. SERIES EXIT SIGN, MODEL VIEW OR APPROVED EQUAL.
 - 6. EXITS: CH. SERIES EMERGENCY LIGHT AND EXIT SIGN, MODEL CCL-300R OR APPROVED EQUAL.
 - 7. CHLORIDE VLIU SERIES EMERGENCY LIGHT, MODEL VLIU2 OR APPROVED EQUAL.
 - 8. SUPPLY AIRLET.
 - 9. WP: WEATHER-PROOF OUTLET (E.E. A.B.C.)
 - 10. DEVICES WITH SAME LETTER CODE (E.E. A.B.C.) REPRESENT DEVICES ON SAME CIRCUIT.
- NOTES:**
1. CONDUIT SHALL ONLY RUN EXPOSED WHERE NECESSARY. ALL EXPOSED CONDUIT IN THE PROCESS ROOM SHALL BE INSTALLED IN A COATED GRS. PANELS IN THE PROCESS ROOM ARE TO BE STAINLESS STEEL NEMA 4X.
 2. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING ALL CONDUIT SCHEDULES TO THE ELECTRICAL ENGINEER FOR APPROVAL.
 3. LIMIT EXPOSED CONDUITS, 90° BENDS, AND WALL PENETRATIONS. MAINTAIN SEPARATION BETWEEN SIGNAL AND POWER-CARRYING CONDUITS.
 4. CONTRACTOR SHALL PROVIDE 2" CONCRETE ENCASED GROUND RODS 10' MINIMUM SPACING AND 10' MINIMUM FROM BUILDING.
 5. CONTRACTOR SHALL INSTALL (2) 10"x3/4" COPPER BOND ALL BUILDING STEEL TO GROUND PER NEC.
 6. LIGHT MOUNTED BELOW PLATFORM.
 7. GROUND FLOWMETER PER MANUFACTURER'S RECOMMENDATIONS.
 8. STOP UP AND DOWN CONDUITS THAT ARE GOING TO AND FROM PLC-OC.

SOLIDS HANDLING BLDG ELECTRICAL PLAN 1

Scale in Feet
0 2 4
3/8" = 1'-0"

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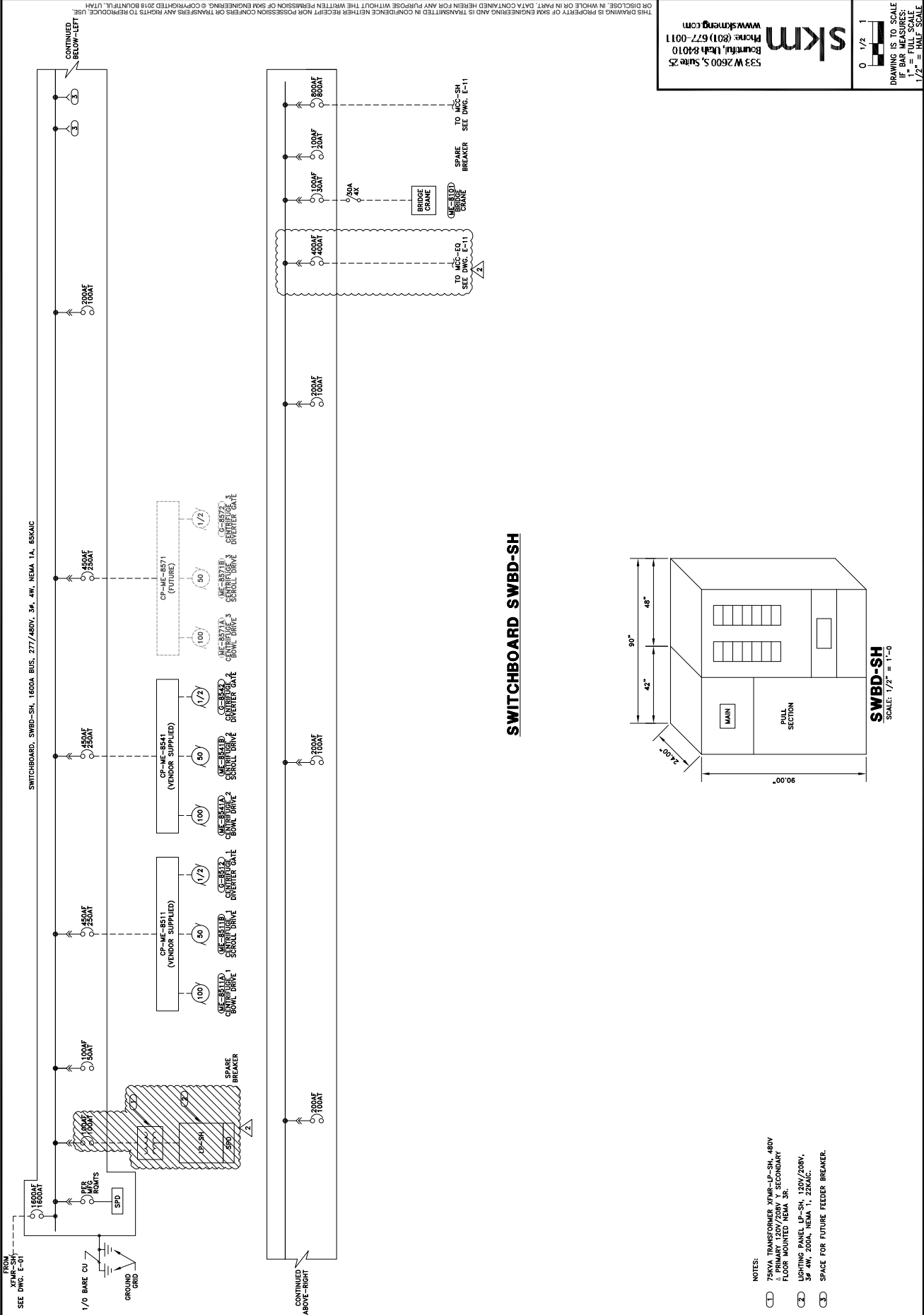
0 1/2 1
 DRAWING IS TO SCALE
 UNLESS OTHERWISE NOTED
 IF RAS OR ASURES
 1" = FULL SCALE
 1/2" = HALF SCALE

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 PHONE (801) 288-1327 FAX (801) 288-0183

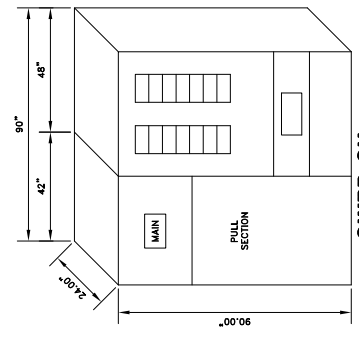
CITY OF BEAUMONT
 SALT MITIGATION WWTFF UPGRADE
 ELECTRICAL - POWER DISTRIBUTION
 SWBD-SH ON LINE

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
1	05/24/19	MPJ	DCL	MPJ
2	10/11/19	MPJ	DCL	MPJ

REVISIONS



SWITCHBOARD SWBD-SH



- NOTES:
- 75KVA TRANSFORMER, 75KVA LP-SH, 480V NEMA MOUNTED / NEMA 3R SECONDARY
 - LIGHTING PANEL LP-SH, 120V/208V, 3# 4W, 200A, NEMA 1, 22KAIC.
 - SPACE FOR FUTURE FEEDER BREAKER.

Item 19.

E-11

SHEET 127 OF 172

ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS
 CIVIL ENGINEERS
 3788 MCCRAY STREET
 RIVERSIDE, CA 92504
 PH (951) 686-1070
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skm
 533 W 2600 S, Suite 25
 Round Bay, Utah 84010
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CITY OF BEAUMONT
SALT MITIGATION WWTP UPGRADE
ELECTRICAL - POWER DISTRIBUTION
MCC-SH ONELINE

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
REVISIONS				
1	09/16/19	MPJ	DCL	MPJ
2	10/11/19	MPJ	DCL	MPJ

ORIGINAL

0 1/2" = 1'
 1" = FULL SCALE
 1/2" = HALF SCALE

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MCC-EQ ELEVATION
 SCALE: 1/2" = 1'-0"

MCC-SH ELEVATION
 SCALE: 1/2" = 1'-0"

NOTES:

- ① GROUND GRID
- ② ETHERNET POWER SUPPLY
- ③ SPACE FOR FUTURE VFD, STARTER OR FEEDER BREAKER.
- ④ 75KVA TRANSFORMER XFMR-LP-SH, 480V, 120V/208V Y FLOOR MOUNTED NEMA 3R, 3P 4W, 200A, NEMA 1, 22KVAIC.
- ⑤ LIGHTING PANEL LP-SH, 120V/208V, 3P 4W, 200A, NEMA 1, 22KVAIC.
- ⑥ BREAKER AND VFD SHALL BE SIZED FOR FUTURE ACHP PUMPS.

MOTOR CONTROL CENTER MCC-SH ONELINE DIAGRAM

MCC-SH, 800A HORIZONTAL BUS, 480V, 3W, NEMA 1A, 65KVAIC

MCC-EQ, 400A HORIZONTAL BUS, 480V, 3W, NEMA 1A, 65KVAIC

MOTOR CONTROL CENTER MCC-EQ ONELINE DIAGRAM

478

10/21/2019 10:21:20 AM K:\BEAUMONT\001073_3_BEAUMONT WWTP UPGRADE\SKM CAD FILES\14 E-11 MCC-SH ONELINE.DWG

Item 19.

E-12

SHEET 128 OF 172

ALBERT A. WEBB & ASSOCIATES
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CITY OF BEAUMONT
 SALT MITIGATION WWTU UPGRADE
 ELECTRICAL - POWER DISTRIBUTION
 CALCULATIONS 1

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
1	10/11/19	MPJ	DCL	MPJ

0 1/2" = 1'
 DRAWING IS TO SCALE
 IF DIMENSIONS
 1" = FULL SCALE
 1/2" = HALF SCALE

skm
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DP-HW2 LOAD CALCULATIONS

CIRCUIT DESCRIPTION	PHASE A	PHASE B	PHASE C	CONDUCTOR	BEAM NO.	BEAM TYPE	BEAM SPAN	BEAM AREA	BEAM WEIGHT	BEAM DEFLECTION	BEAM STIFFNESS	BEAM MODULUS	BEAM INERTIA	BEAM SECTION	BEAM AREA	BEAM WEIGHT	BEAM DEFLECTION	BEAM STIFFNESS	BEAM MODULUS	BEAM INERTIA	BEAM SECTION
CONCRETE W/ REBAR	400.4	400.4	400.4	400.4	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2
CONCRETE W/ REBAR	144.8	144.8	144.8	144.8	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2
5% OF CONTINUOUS SLUDDING LOAD (VA)	1001.8	1001.8	1001.8	1001.8	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2
200# W/ REBAR	5008.3	5008.3	5008.3	5008.3	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2
LOAD W/ REBAR	180.7	180.7	180.7	180.7	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2

MCC-HW2 LOAD CALCULATIONS

CIRCUIT DESCRIPTION	KVA	HP	FLA
MOTOR LOADS			
SHUTTER 2 ME-124	1.5	1.5	3.0
EFFLUENT PUMP 1 P-1311	30.0	30.0	40.0
EFFLUENT PUMP 2 P-1313	30.0	30.0	40.0
EFFLUENT PUMP 3 P-1314	30.0	30.0	40.0
FINE SCREEN 2 CONVEYOR ME-1451	2.0	2.0	3.4
FINE SCREEN 3 CONVEYOR ME-1452	2.0	2.0	3.4
NEW PUMP 2 P-1404	15.0	15.0	21.0
NEW PUMP 3 P-1405	15.0	15.0	21.0
RECYCLED WATER LIFT PUMP 2 P-7112	15.0	15.0	21.0
RECYCLED WATER LIFT PUMP 3 P-7113	15.0	15.0	21.0
SENTRIFUGAL FEED PUMP 2 P-8102	20.0	20.0	27.0
SENTRIFUGAL FEED PUMP 3 P-8101	20.0	20.0	27.0
SUBTOTAL	165.4	165.4	193.4
+ 25% OF LARGEST MOTOR	13.0	13.0	19.0
TOTAL AMPS @ 480V/PHASE	166.4	166.4	193.4
SERVICE SIZE (AMPS)	400.0	400.0	400.0

MCC-HW1 LOAD CALCULATIONS

CIRCUIT DESCRIPTION	KVA	HP	FLA
MOTOR LOADS			
SHUTTER 1 ME-121	1.5	1.5	3.0
EFFLUENT PUMP 1 P-1311	30.0	30.0	40.0
EFFLUENT PUMP 2 P-1313	30.0	30.0	40.0
EFFLUENT PUMP 3 P-1314	30.0	30.0	40.0
FINE SCREEN 1 CONVEYOR ME-1441	2.0	2.0	3.4
FINE SCREEN 2 CONVEYOR ME-1442	2.0	2.0	3.4
NEW PUMP 1 P-1403	15.0	15.0	21.0
NEW PUMP 2 P-1404	15.0	15.0	21.0
RECYCLED WATER LIFT PUMP 1 P-7111	15.0	15.0	21.0
RECYCLED WATER LIFT PUMP 2 P-7112	15.0	15.0	21.0
RECYCLED WATER LIFT PUMP 3 P-7113	15.0	15.0	21.0
SENTRIFUGAL FEED PUMP 1 P-8101	20.0	20.0	27.0
SENTRIFUGAL FEED PUMP 2 P-8102	20.0	20.0	27.0
SUBTOTAL	165.4	165.4	193.4
+ 25% OF LARGEST MOTOR	13.0	13.0	19.0
TOTAL AMPS @ 480V/PHASE	166.4	166.4	193.4
SERVICE SIZE (AMPS)	400.0	400.0	400.0

DP-HW1 LOAD CALCULATIONS

CIRCUIT DESCRIPTION	PHASE A	PHASE B	PHASE C	CONDUCTOR	BEAM NO.	BEAM TYPE	BEAM SPAN	BEAM AREA	BEAM WEIGHT	BEAM DEFLECTION	BEAM STIFFNESS	BEAM MODULUS	BEAM INERTIA	BEAM SECTION
CONCRETE W/ REBAR	400.4	400.4	400.4	400.4	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2
CONCRETE W/ REBAR	144.8	144.8	144.8	144.8	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2
5% OF CONTINUOUS SLUDDING LOAD (VA)	1001.8	1001.8	1001.8	1001.8	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2
200# W/ REBAR	5008.3	5008.3	5008.3	5008.3	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2
LOAD W/ REBAR	180.7	180.7	180.7	180.7	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2	100.2

SWGR-HW LOAD CALCULATIONS

CIRCUIT DESCRIPTION	KVA	HP	FLA
MOTOR LOADS			
SHUTTER 1 ME-121	1.5	1.5	3.0
EFFLUENT PUMP 1 P-1311	30.0	30.0	40.0
EFFLUENT PUMP 2 P-1313	30.0	30.0	40.0
EFFLUENT PUMP 3 P-1314	30.0	30.0	40.0
FINE SCREEN 1 CONVEYOR ME-1441	2.0	2.0	3.4
FINE SCREEN 2 CONVEYOR ME-1442	2.0	2.0	3.4
NEW PUMP 1 P-1403	15.0	15.0	21.0
NEW PUMP 2 P-1404	15.0	15.0	21.0
RECYCLED WATER LIFT PUMP 1 P-7111	15.0	15.0	21.0
RECYCLED WATER LIFT PUMP 2 P-7112	15.0	15.0	21.0
RECYCLED WATER LIFT PUMP 3 P-7113	15.0	15.0	21.0
SENTRIFUGAL FEED PUMP 1 P-8101	20.0	20.0	27.0
SENTRIFUGAL FEED PUMP 2 P-8102	20.0	20.0	27.0
SUBTOTAL	165.4	165.4	193.4
+ 25% OF LARGEST MOTOR	13.0	13.0	19.0
TOTAL AMPS @ 480V/PHASE	166.4	166.4	193.4
SERVICE SIZE (AMPS)	400.0	400.0	400.0

LOAD UPDATED

LOAD UPDATED

LOAD REMOVED

LOAD REMOVED

INSTRUMENT SCHEDULE 1

Table with columns: SHEET, TAG, DESCRIPTION, MAKE, MODEL, SUPPLY, RANGE, COMMENTS. Contains detailed specifications for various instruments like pumps, sensors, transmitters, and gauges.

INSTRUMENT SCHEDULE 1 MODIFIED INSTRUMENT SCHEDULE 1 (ADD)

CITY OF BEAUMONT SALT MITIGATION WWTUP UPGRADE ELECTRICAL - POWER DISTRIBUTION INSTRUMENT SCHEDULE 1

AQUA ENGINEERING logo and contact information.

ALBERT ASSOCIATES CIVIL ENGINEERS logo and contact information.

skm logo and contact information.

Item 19.

SHEET 133 OF 172

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www.skmeng.com

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1/2" = HALF SCALE

CITY OF BEAUMONT
SALT MITIGATION WWTUP UPGRADE
ELECTRICAL - CONDUITS AND DUCTBANKS
CONDUIT SCHEDULE 1

REVISIONS
NO. DATE DESIGN DRAWN CHECKED
C 05/09/18 MJD DCL MJD
1 11/26/18 MJD DCL MJD
2 02/14/19 MJD DCL MJD
3 10/11/19 MJD DCL MJD

AQUA ENGINEERING
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NOTES:
CONDUITS THAT ARE COMBINED BETWEEN PULL POINTS ARE DENOTED WITH A * (PLUS) SYMBOL. SEE THE COMBINED CONDUITS AND DUCTBANKS FOR DETAILS. CONDUITS THAT HAVE BEEN COMBINED SHALL BE LABELED WITH MULTIPLE CONDUIT TAGS, ONE FOR EACH CONDUIT THAT HAS BEEN COMBINED.
CONDUIT DEVELOPMENT AND SCHEDULE DEVELOPMENT SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL ENGINEER. THE ELECTRICAL ENGINEER SHALL PROVIDE THE CONDUIT DEVELOPMENT AND SCHEDULE FOR LIGHTS, RECEPTACLES AND DATA JACKS. IT ALSO DOESN'T SHOW CONDUIT AND DUCTBANKS TO BE INSTALLED IN ROOMS AND APPLIANCES FOR THE OFFICE, BREAK ROOM, CONTROL ROOM, LAB, MECHANICAL ROOM, AND WAREHOUSE. THE ELECTRICAL ENGINEER IS RESPONSIBLE TO INCLUDE THESE CONDUITS AND CONDUCTORS IN THEIR WORK AND IN THEIR SUBMITTED CONDUIT ROUTING PLAN.

CONDUIT	SIZE	CONDUIT/TYPE	SERVICE	FROM	TO	COMBINED IN	NOTES
P100	6"	1 TO 10V MV/L0.5 EPR AL	12VAC	TRANSFORMER P100RHW	TRANSFORMER P100RHW	201, 2, 100	
P101	4"	1 SETS OF 3.25 INCH W/10 GND	277/480VAC	TRANSFORMER P100RHW	TRANSFORMER P100RHW	101, 104, 104.4	
P102	2"	1 SETS OF 4.4 INCH W/10 GND	277/480VAC	TRANSFORMER P100RHW	TRANSFORMER P100RHW	101, 104, 104.4	
P103	2"	1 SETS OF 3.25 INCH W/10 GND	480VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P104	2"	1 SETS OF 3.25 INCH W/10 GND	480VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P105	2"	1 SETS OF 3.25 INCH W/10 GND	277/480VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P106	2"	1 SETS OF 3.25 INCH W/10 GND	277/480VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P107	2"	1 SETS OF 3.25 INCH W/10 GND	480VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P108	2"	1 SETS OF 3.25 INCH W/10 GND	480VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P109	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P110	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P111	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P112	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P113	2"	1 SETS OF 3.25 INCH W/10 GND	480VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P114	2"	1 SETS OF 3.25 INCH W/10 GND	480VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P115	2"	1 SETS OF 3.25 INCH W/10 GND	480VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P116	2"	1 SETS OF 3.25 INCH W/10 GND	480VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P117	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P118	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P119	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P120	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P121	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P122	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P123	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P124	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P125	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P126	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P127	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P128	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P129	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P130	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P131	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P132	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P133	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P134	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P135	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P136	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P137	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P138	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P139	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P140	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P141	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P142	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P143	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P144	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	
P145	2"	1 SETS OF 3.25 INCH W/10 GND	120VAC	SWGR-HW	SWGR-HW	101, 104, 104.4	

CONDUIT UPGRADES:
P1501, P1514,
P1517, P1574,
P1577, P1583,
CONDUIT ADD:
P1531, P1552,
P1553, P1554,
CONDUIT DELETED:
P1535

CONDUIT	SIZE	CONDUITORS	SERVICE	FROM	TO	COMBINED IN	DUCT/BANKS	NOTES
P1501	1"	3/4" W/2 GND	48/AVG	MCC-4W2	ME-181	P1501*	101, 105	
P1522	1"	3/4" W/2 GND	12/AVG	LP-SH	LP-552	P1501*	303, 302	
P1577	1"	3/4" W/2 GND	12/AVG	LP-SH	LP-577	P1501*	303, 302	
P1583	1"	3/4" W/2 GND	48/AVG	MCC-4W2	ME-181	P1501*	303, 302	
P1531	1.5"	3/4" W/2 GND	48/AVG	MCC-4W2	ME-181	P1531*	303, 302	
P1552	1.5"	3/4" W/2 GND	48/AVG	MCC-4W2	ME-181	P1552*	303, 302	
P1553	1.5"	3/4" W/2 GND	48/AVG	MCC-4W2	ME-181	P1553*	303, 302	
P1554	1"	3/4" W/2 GND	12/AVG	LP-SH	LP-554	P1554*	303, 302	
P1574	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1574*	101, 104, 103	
P1575	1"	3/4" W/2 GND	12/AVG	LP-ARE-181	SV-181	P1575*	101, 105	
P1576	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1576*	101, 102	
P1577	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1577*	101, 102	
P1578	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1578*	101, 102	
P1579	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1579*	101, 102	
P1580	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1580*	101, 102	
P1581	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1581*	101, 102	
P1582	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1582*	101, 102	
P1583	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1583*	101, 102	
P1584	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1584*	101, 102	
P1585	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1585*	101, 102	
P1586	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1586*	101, 102	
P1587	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1587*	101, 102	
P1588	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1588*	101, 102	
P1589	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1589*	101, 102	
P1590	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1590*	101, 102	
P1591	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1591*	101, 102	
P1592	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1592*	101, 102	
P1593	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1593*	101, 102	
P1594	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1594*	101, 102	
P1595	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1595*	101, 102	
P1596	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1596*	101, 102	
P1597	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1597*	101, 102	
P1598	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1598*	101, 102	
P1599	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1599*	101, 102	
P1600	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1600*	101, 102	
P1601	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1601*	101, 102	
P1602	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1602*	101, 102	
P1603	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1603*	101, 102	
P1604	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1604*	101, 102	
P1605	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1605*	101, 102	
P1606	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1606*	101, 102	
P1607	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1607*	101, 102	
P1608	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1608*	101, 102	
P1609	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1609*	101, 102	
P1610	1"	3/4" W/2 GND	48/AVG	LP-ARE-181	SV-181	P1610*	101, 102	


CITY OF BEAUMONT


SALT MITIGATION WTRP UPGRADE

ELECTRICAL - CONDUITS AND DUCTBANKS

CONDUIT SCHEDULE 2

NO.	DATE	DESIGN	CHECKED
C	09/05/18	MPJ	MPJ
REVISIONS			
1	10/18/19	MPJ	DCL
2	06/24/19	MPJ	DCL
3	10/11/19	MPJ	DCL


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AQUA ENGINEERING
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CE-02
 SHEET 144 OF 172
 DRAWING IS TO SCALE
 IF BARS OR DIMENSIONS
 1" = FULL SCALE
 1/2" = HALF SCALE

skm

533 W 2600 S, Suite 25
 Houston, TX 77025
 Phone: (281) 677-0011
 www.skmeng.com

NOTES:

- 1 CONDUITS THAT ARE COMBINED BETWEEN PULL POINTS ARE DENOTED WITH A + (+) SYMBOL. SEE THE COMBINED CONDUITS SCHEDULE ON SHEET 144 OF 172 FOR THE COMBINED CONDUIT TAPS. ONE FOR EACH CONDUIT THAT HAS BEEN COMBINED.
- 2 THE CONDUIT DEVELOPER AND SCHEDULE DOES NOT SHOW CONDUIT AND CONDUCTORS FOR LIGHTS, RECEPTACLES AND DATA JACKS. IT ALSO SHOWS THE LOCATION OF THE CONTROL ROOM, CONTROL ROOM, MECHANICAL ROOM AND RESTROOMS. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION OF THE LIGHTS, MECHANICAL ROOM AND RESTROOMS IN THEIR WORK AND IN THEIR SUBMITTED CONDUIT ROUTING PLAN.

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Item 19.

Item 19.

CE-04

SHEET 146 OF 172

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CITY OF BEAUMONT
SALT MITIGATION WWTUP UPGRADE
ELECTRICAL - CONDUITS AND DUCTBANKS
CONDUIT SCHEDULE 4

ENGINEERING
AQUA

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Table with columns: NO, DATE, DESIGN, DRAWN, CHECKED. Includes revision dates and drawing status.

NOTES:
1. CONDUITS THAT ARE COMBINED BETWEEN RULL POINTS ARE DENOTED WITH A "+" (PLUS) SYMBOL. SEE THE COMBINED CONDUITS SCHEDULE ON SHEET CE-11. CONDUITS THAT HAVE BEEN COMBINED SHALL BE LABELED WITH BOTH THE MULTIPLE CONDUIT TAGS, ONE FOR EACH CONDUIT THAT HAS BEEN COMBINED.
2. THE CONDUIT DEVELOPMENT AND SCHEDULE DOES NOT SHOW CONDUIT AND CONDUITORS FOR LIGHTS, RECEPTABLES AND DATA JACKS. IT ALSO DOESN'T SHOW CONDUIT AND CONDUITORS FOR THE MIB BUILDINGS' MECHANICAL ROOMS, MECHANICAL ROOMS, MECHANICAL ROOMS AND RESTROOMS. THE CONTRACTOR IS RESPONSIBLE TO INCLUDE THESE CONDUITS AND CONDUITORS IN THEIR WORK AND IN THEIR SUBMITTED CONDUIT ROUTING PLAN.

Table with columns: CONDUIT, SIZE, CONDUCTIONS, SERVICE, FROM, TO, COMBINED IN, DUCTBANKS, NOTES. Lists various conduit specifications and routing details.

Table with columns: CONDUIT, SIZE, CONDUCTIONS, SERVICE, FROM, TO, COMBINED IN, DUCTBANKS, NOTES. Lists various conduit specifications and routing details.



Item 19.

CE-05

SHEET 147 OF 172

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CITY OF BEAUMONT
SALT MITIGATION WWTUP UPGRADE
ELECTRICAL - CONDUITS AND DUCTBANKS
CONDUIT SCHEDULE 5

NO	DATE	DESIGN	CHECKED	MPJ
C	09/05/18	MPJ	DCL	MPJ
REVISIONS				
1	11/26/18	MPJ	BB	MPJ
2	10/11/19	MPJ	DCL	MPJ

0 1/2 1
 DRAWING IS TO SCALE
 IF DIMENSIONS
 1" = FULL SCALE
 1/2" = HALF SCALE

- NOTES**
- CONDUITS THAT ARE COMBINED BETWEEN PULL POINTS ARE DENOTED WITH A * PLUS SYMBOL. SEE THE COMBINED CONDUITS SCHEDULE ON SHEET 148 FOR THE COMBINED CONDUIT TABLES. CONDUITS LISTED WITH MULTIPLE CONDUIT TAGS, ONE FOR EACH CONDUIT THAT HAS BEEN COMBINED.
 - THE CONDUIT DEVELOPMENT AND SCHEDULE DOES NOT SHOW CONDUIT AND CONDUCTORS FOR LIGHTS, RECEPTS AND DATA JACKS. ALSO SEE MECHANICAL ROOM AND RESTROOMS. THE CONTRACTOR IS RESPONSIBLE FOR THE OFFICE, BREAK ROOM, CONTROL ROOM, MECHANICAL ROOM AND RESTROOMS. THE CONTRACTOR IS RESPONSIBLE FOR ALL WORK AND IN THEIR SUBMITTED CONDUIT ROUTING PLAN.

CONDUIT	SIZE	SERVICE	CONDUCTIONS	FROM	TO	COMBINED	DUCTBANKS	NOTES
C013	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C014	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C015	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C016	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C017	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C018	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C019	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C020	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C021	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C022	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C023	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C024	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C025	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C026	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C027	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C028	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C029	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C030	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C031	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C032	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C033	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C034	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C035	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C036	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C037	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C038	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C039	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C040	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C041	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C042	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C043	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C044	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C045	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C046	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C047	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C048	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C049	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C050	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C051	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C052	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C053	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C054	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C055	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C056	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C057	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C058	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C059	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C060	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C061	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C062	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C063	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C064	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C065	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C066	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C067	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C068	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C069	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C070	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C071	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C072	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C073	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C074	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C075	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C076	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C077	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C078	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C079	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C080	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C081	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C082	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C083	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C084	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C085	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C086	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C087	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C088	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C089	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C090	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C091	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C092	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C093	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C094	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C095	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C096	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C097	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C098	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C099	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		
C100	1"	120VAC	1-2#14 WHT GND	ROU-4	PS-5007	PS-5007		



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CITY OF BEAUMONT
SALT MITIGATION WTRP UPGRADE
ELECTRICAL - CONDUITS AND DUCTBANKS
CONDUIT SCHEDULE 10

NO.	DATE	DESIGN	DRAWN	CHECKED
1	08/14/19	MPJ	DCL	MPJ
2	10/11/19	MPJ	DCL	MPJ

NOTES:

CONDUITS THAT ARE COMBINED BETWEEN FULL PRINTS ARE REMOVED WITH CONDUIT (PLUS) SYMBOLS. SEE THE COMBINED CONDUITS SCHEDULE AND SHEET CE-11. CONDUITS THAT HAVE BEEN COMBINED SHALL BE LABELED MULTIPLE CONDUIT TAGS, ONE FOR EACH CONDUIT THAT HAS BEEN COMBINED.

THE CONDUIT DEVELOPMENT AND SCHEDULE DOES NOT SHOW CONDUIT AND CONDUCTORS FOR LIGHTS, RECEPTACLES AND DATA JACKS. IT ALSO DOESN'T SHOW CONDUIT AND CONDUCTORS FOR THE MTR BUILDING'S MECHANICAL ROOM AND RESTROOMS. THE CONTRACTOR IS RESPONSIBLE TO INCLUDE THESE CONDUITS AND CONDUCTORS IN THEIR WORK AND IN THEIR SUBMITTED CONDUIT ROUTING PLAN.

CONDUIT	SIZE	CONDUCTORS	SERVICE	MARKER	CONDUIT	COMBINED	DUCTBANKS	NOTES
SP102	4"	PULL STRING	12WAC	STABILITY GENERATOR	60102A		101, 105	
SP103	4"	PULL STRING	48WAC	STABILITY GENERATOR	60103A		101, 105	
SP104	4"	PULL STRING	48WAC	STABILITY GENERATOR	60104A		101, 105	
SP105	4"	PULL STRING	48WAC	STABILITY GENERATOR	60105A		101, 105	
SP106	4"	PULL STRING	48WAC	STABILITY GENERATOR	60106A		101, 105	
SP107	4"	PULL STRING	48WAC	STABILITY GENERATOR	60107A		101, 105	
SP108	4"	PULL STRING	48WAC	STABILITY GENERATOR	60108A		101, 105	
SP109	4"	PULL STRING	48WAC	STABILITY GENERATOR	60109A		101, 105	
SP110	4"	PULL STRING	48WAC	STABILITY GENERATOR	60110A		101, 105	
SP111	4"	PULL STRING	48WAC	STABILITY GENERATOR	60111A		101, 105	
SP112	4"	PULL STRING	48WAC	STABILITY GENERATOR	60112A		101, 105	
SP113	4"	PULL STRING	48WAC	STABILITY GENERATOR	60113A		101, 105	
SP114	4"	PULL STRING	48WAC	STABILITY GENERATOR	60114A		101, 105	
SP115	4"	PULL STRING	48WAC	STABILITY GENERATOR	60115A		101, 105	
SP116	4"	PULL STRING	48WAC	STABILITY GENERATOR	60116A		101, 105	
SP117	4"	PULL STRING	48WAC	STABILITY GENERATOR	60117A		101, 105	
SP118	4"	PULL STRING	48WAC	STABILITY GENERATOR	60118A		101, 105	
SP119	4"	PULL STRING	48WAC	STABILITY GENERATOR	60119A		101, 105	
SP120	4"	PULL STRING	48WAC	STABILITY GENERATOR	60120A		101, 105	
SP121	4"	PULL STRING	48WAC	STABILITY GENERATOR	60121A		101, 105	
SP122	4"	PULL STRING	48WAC	STABILITY GENERATOR	60122A		101, 105	
SP123	4"	PULL STRING	48WAC	STABILITY GENERATOR	60123A		101, 105	
SP124	4"	PULL STRING	48WAC	STABILITY GENERATOR	60124A		101, 105	
SP125	4"	PULL STRING	48WAC	STABILITY GENERATOR	60125A		101, 105	
SP126	4"	PULL STRING	48WAC	STABILITY GENERATOR	60126A		101, 105	
SP127	4"	PULL STRING	48WAC	STABILITY GENERATOR	60127A		101, 105	
SP128	4"	PULL STRING	48WAC	STABILITY GENERATOR	60128A		101, 105	
SP129	4"	PULL STRING	48WAC	STABILITY GENERATOR	60129A		101, 105	
SP130	4"	PULL STRING	48WAC	STABILITY GENERATOR	60130A		101, 105	
SP131	4"	PULL STRING	48WAC	STABILITY GENERATOR	60131A		101, 105	
SP132	4"	PULL STRING	48WAC	STABILITY GENERATOR	60132A		101, 105	
SP133	4"	PULL STRING	48WAC	STABILITY GENERATOR	60133A		101, 105	
SP134	4"	PULL STRING	48WAC	STABILITY GENERATOR	60134A		101, 105	
SP135	4"	PULL STRING	48WAC	STABILITY GENERATOR	60135A		101, 105	
SP136	4"	PULL STRING	48WAC	STABILITY GENERATOR	60136A		101, 105	
SP137	4"	PULL STRING	48WAC	STABILITY GENERATOR	60137A		101, 105	
SP138	4"	PULL STRING	48WAC	STABILITY GENERATOR	60138A		101, 105	
SP139	4"	PULL STRING	48WAC	STABILITY GENERATOR	60139A		101, 105	
SP140	4"	PULL STRING	48WAC	STABILITY GENERATOR	60140A		101, 105	
SP141	4"	PULL STRING	48WAC	STABILITY GENERATOR	60141A		101, 105	
SP142	4"	PULL STRING	48WAC	STABILITY GENERATOR	60142A		101, 105	
SP143	4"	PULL STRING	48WAC	STABILITY GENERATOR	60143A		101, 105	
SP144	4"	PULL STRING	48WAC	STABILITY GENERATOR	60144A		101, 105	
SP145	4"	PULL STRING	48WAC	STABILITY GENERATOR	60145A		101, 105	
SP146	4"	PULL STRING	48WAC	STABILITY GENERATOR	60146A		101, 105	
SP147	4"	PULL STRING	48WAC	STABILITY GENERATOR	60147A		101, 105	
SP148	4"	PULL STRING	48WAC	STABILITY GENERATOR	60148A		101, 105	
SP149	4"	PULL STRING	48WAC	STABILITY GENERATOR	60149A		101, 105	
SP150	4"	PULL STRING	48WAC	STABILITY GENERATOR	60150A		101, 105	
SP151	4"	PULL STRING	48WAC	STABILITY GENERATOR	60151A		101, 105	
SP152	4"	PULL STRING	48WAC	STABILITY GENERATOR	60152A		101, 105	
SP153	4"	PULL STRING	48WAC	STABILITY GENERATOR	60153A		101, 105	
SP154	4"	PULL STRING	48WAC	STABILITY GENERATOR	60154A		101, 105	
SP155	4"	PULL STRING	48WAC	STABILITY GENERATOR	60155A		101, 105	
SP156	4"	PULL STRING	48WAC	STABILITY GENERATOR	60156A		101, 105	
SP157	4"	PULL STRING	48WAC	STABILITY GENERATOR	60157A		101, 105	
SP158	4"	PULL STRING	48WAC	STABILITY GENERATOR	60158A		101, 105	
SP159	4"	PULL STRING	48WAC	STABILITY GENERATOR	60159A		101, 105	
SP160	4"	PULL STRING	48WAC	STABILITY GENERATOR	60160A		101, 105	
SP161	4"	PULL STRING	48WAC	STABILITY GENERATOR	60161A		101, 105	
SP162	4"	PULL STRING	48WAC	STABILITY GENERATOR	60162A		101, 105	
SP163	4"	PULL STRING	48WAC	STABILITY GENERATOR	60163A		101, 105	
SP164	4"	PULL STRING	48WAC	STABILITY GENERATOR	60164A		101, 105	
SP165	4"	PULL STRING	48WAC	STABILITY GENERATOR	60165A		101, 105	
SP166	4"	PULL STRING	48WAC	STABILITY GENERATOR	60166A		101, 105	
SP167	4"	PULL STRING	48WAC	STABILITY GENERATOR	60167A		101, 105	
SP168	4"	PULL STRING	48WAC	STABILITY GENERATOR	60168A		101, 105	
SP169	4"	PULL STRING	48WAC	STABILITY GENERATOR	60169A		101, 105	
SP170	4"	PULL STRING	48WAC	STABILITY GENERATOR	60170A		101, 105	
SP171	4"	PULL STRING	48WAC	STABILITY GENERATOR	60171A		101, 105	
SP172	4"	PULL STRING	48WAC	STABILITY GENERATOR	60172A		101, 105	
SP173	4"	PULL STRING	48WAC	STABILITY GENERATOR	60173A		101, 105	
SP174	4"	PULL STRING	48WAC	STABILITY GENERATOR	60174A		101, 105	
SP175	4"	PULL STRING	48WAC	STABILITY GENERATOR	60175A		101, 105	
SP176	4"	PULL STRING	48WAC	STABILITY GENERATOR	60176A		101, 105	
SP177	4"	PULL STRING	48WAC	STABILITY GENERATOR	60177A		101, 105	
SP178	4"	PULL STRING	48WAC	STABILITY GENERATOR	60178A		101, 105	
SP179	4"	PULL STRING	48WAC	STABILITY GENERATOR	60179A		101, 105	
SP180	4"	PULL STRING	48WAC	STABILITY GENERATOR	60180A		101, 105	
SP181	4"	PULL STRING	48WAC	STABILITY GENERATOR	60181A		101, 105	
SP182	4"	PULL STRING	48WAC	STABILITY GENERATOR	60182A		101, 105	
SP183	4"	PULL STRING	48WAC	STABILITY GENERATOR	60183A		101, 105	
SP184	4"	PULL STRING	48WAC	STABILITY GENERATOR	60184A		101, 105	
SP185	4"	PULL STRING	48WAC	STABILITY GENERATOR	60185A		101, 105	
SP186	4"	PULL STRING	48WAC	STABILITY GENERATOR	60186A		101, 105	
SP187	4"	PULL STRING	48WAC	STABILITY GENERATOR	60187A		101, 105	
SP188	4"	PULL STRING	48WAC	STABILITY GENERATOR	60188A		101, 105	
SP189	4"	PULL STRING	48WAC	STABILITY GENERATOR	60189A		101, 105	
SP190	4"	PULL STRING	48WAC	STABILITY GENERATOR	60190A		101, 105	
SP191	4"	PULL STRING	48WAC	STABILITY GENERATOR	60191A		101, 105	
SP192	4"	PULL STRING	48WAC	STABILITY GENERATOR	60192A		101, 105	
SP193	4"	PULL STRING	48WAC	STABILITY GENERATOR	60193A		101, 105	
SP194	4"	PULL STRING	48WAC	STABILITY GENERATOR	60194A		101, 105	
SP195	4"	PULL STRING	48WAC	STABILITY GENERATOR	60195A		101, 105	
SP196	4"	PULL STRING	48WAC	STABILITY GENERATOR	60196A		101, 105	
SP197	4"	PULL STRING	48WAC	STABILITY GENERATOR	60197A		101, 105	
SP198	4"	PULL STRING	48WAC	STABILITY GENERATOR	60198A		101, 105	
SP199	4"	PULL STRING	48WAC	STABILITY GENERATOR	60199A		101, 105	
SP200	4"	PULL STRING	48WAC	STABILITY GENERATOR	60200A		101, 105	

CONDUIT ADDED

CONDUIT UPDATED

CONDUIT DELETED
 SP151, SP154
 CONDUIT SP153

Item 19.

CE-13

SHEET 155 OF 172
DRAWING IS TO SCALE
IF BAG OF ASBESTOS
1" = FULL SCALE
1/2" = HALF SCALE

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CITY OF BEAUMONT
SALT MITIGATION WWTFF UPGRADE
ELECTRICAL - CONDUITS AND DUCTBANKS
CONDUIT DEVELOPMENT 2

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
REVISIONS				
I	10/11/19	MPJ	DCL	MPJ
ORIGINAL				

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NOTES:

- CONDUITS THAT ARE COMBINED BETWEEN PULL POINTS ARE DENOTED WITH (PLUS) SYMBOLS. SEE COMBINED CONDUITS SCHEDULE ON SHEET 154 FOR THE COMBINED CONDUIT TAGS. CONDUITS WITH MULTIPLE CONDUIT TAGS, ONE FOR EACH CONDUIT THAT HAS BEEN COMBINED.
- THE CONDUIT DEVELOPMENT AND SCHEDULE DOES NOT SHOW CONDUIT AND CONDUCTORS FOR THE MFR BUILDINGS. ALSO DOESN'T SHOW CONDUIT AND CONDUCTORS FOR THE MFR BUILDINGS, HVAC AND APPLIANCES FOR THE OFFICE, BREAK ROOM, CONTROL ROOM, AND ELECTRICAL CONTROL ROOM. THE CONTRACTOR SHALL BE RESPONSIBLE TO INCLUDE THESE CONDUITS AND CONDUCTORS IN THEIR WORK AND IN THEIR SUBMITTED CONDUIT ROUTING PLAN.

10/11/2019 10:00:00 AM K:\BEAUMONT\001073.D BEAUMONT WWTFF UPGRADE\SKM CAD FILES\13 CE-13 CONDUIT DEVELOPMENT 2.DWG

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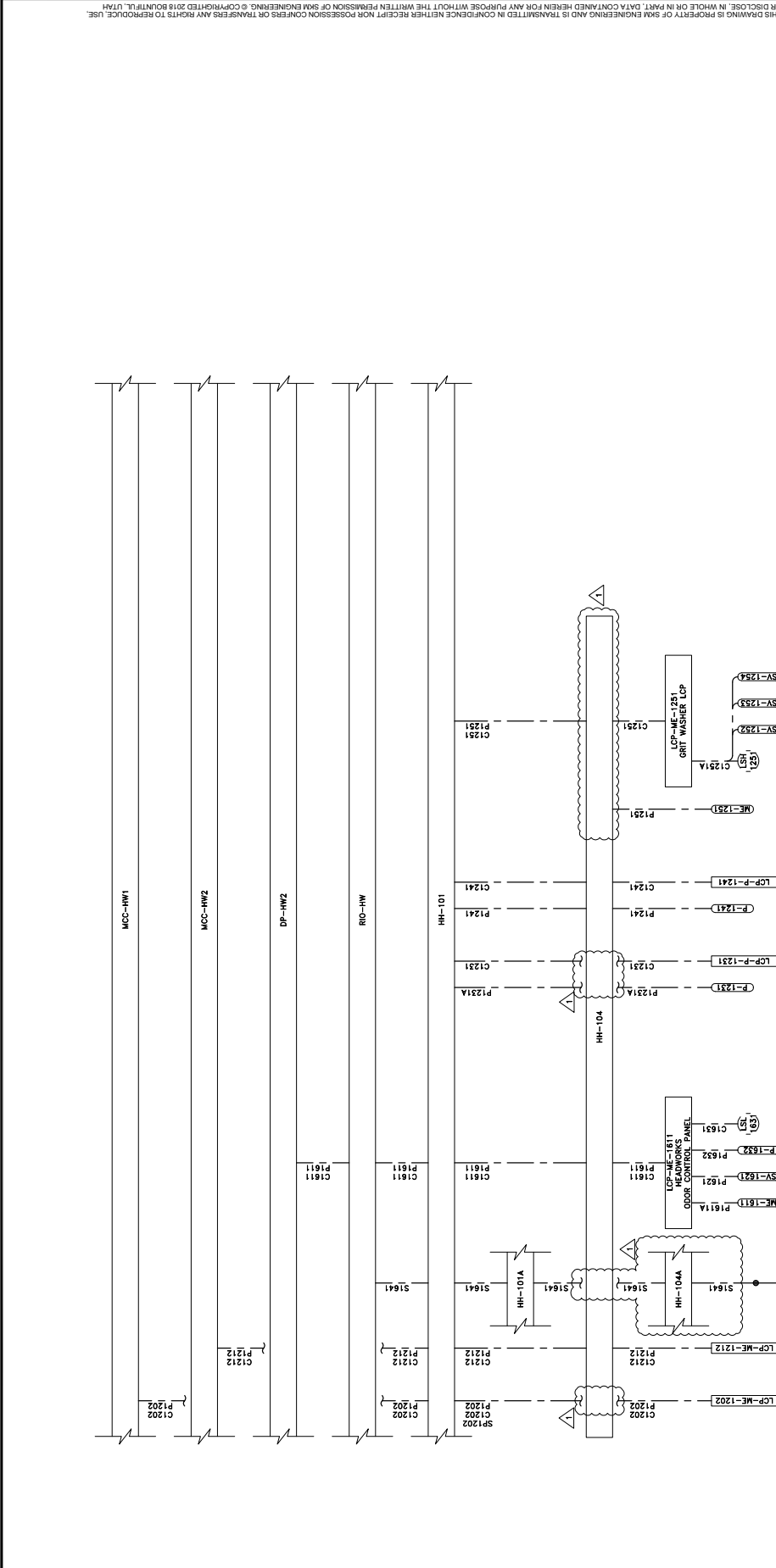
CITY OF BEAUMONT
 SALT MITIGATION WWTUP UPGRADE
 ELECTRICAL - CONDUITS AND DUCTBANKS
 CONDUIT DEVELOPMENT 3

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
I	10/11/19	MPJ	DCL	MPJ

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0 1/2 1
 DRAWING IS TO SCALE
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 1" = FULL SCALE
 1/2" = HALF SCALE



- NOTES:**
- CONDUITS THAT ARE COMBINED BETWEEN PULL POINTS ARE DENOTED WITH (PLUS) SYMBOLS. SEE COMBINED CONDUITS SCHEDULE ON SHEET 155 FOR MORE DETAILS. CONDUITS WITH MULTIPLE CONDUIT TAGS, ONE FOR EACH CONDUIT THAT HAS BEEN COMBINED.
 - THE CONDUIT DEVELOPMENT AND SCHEDULE DOES NOT SHOW CONDUIT TRAYS, GRIT TRAPS, GRIT PUMPS, GRIT WASHERS, HW ODOUR CONTROL, DOESN'T SHOW CONDUIT AND CONDUCTORS FOR THE MTR BUILDINGS, HVAC AND APPLIANCES FOR THE OFFICE, BREAK ROOM, CONTROL ROOM, AND CONDUIT TRAYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INCLUDING THESE CONDUITS AND CONDUCTORS IN THEIR WORK AND IN THEIR SUBMITTED CONDUIT ROUTING PLAN.

Item 19.

CE-18

SHEET 160 OF 172

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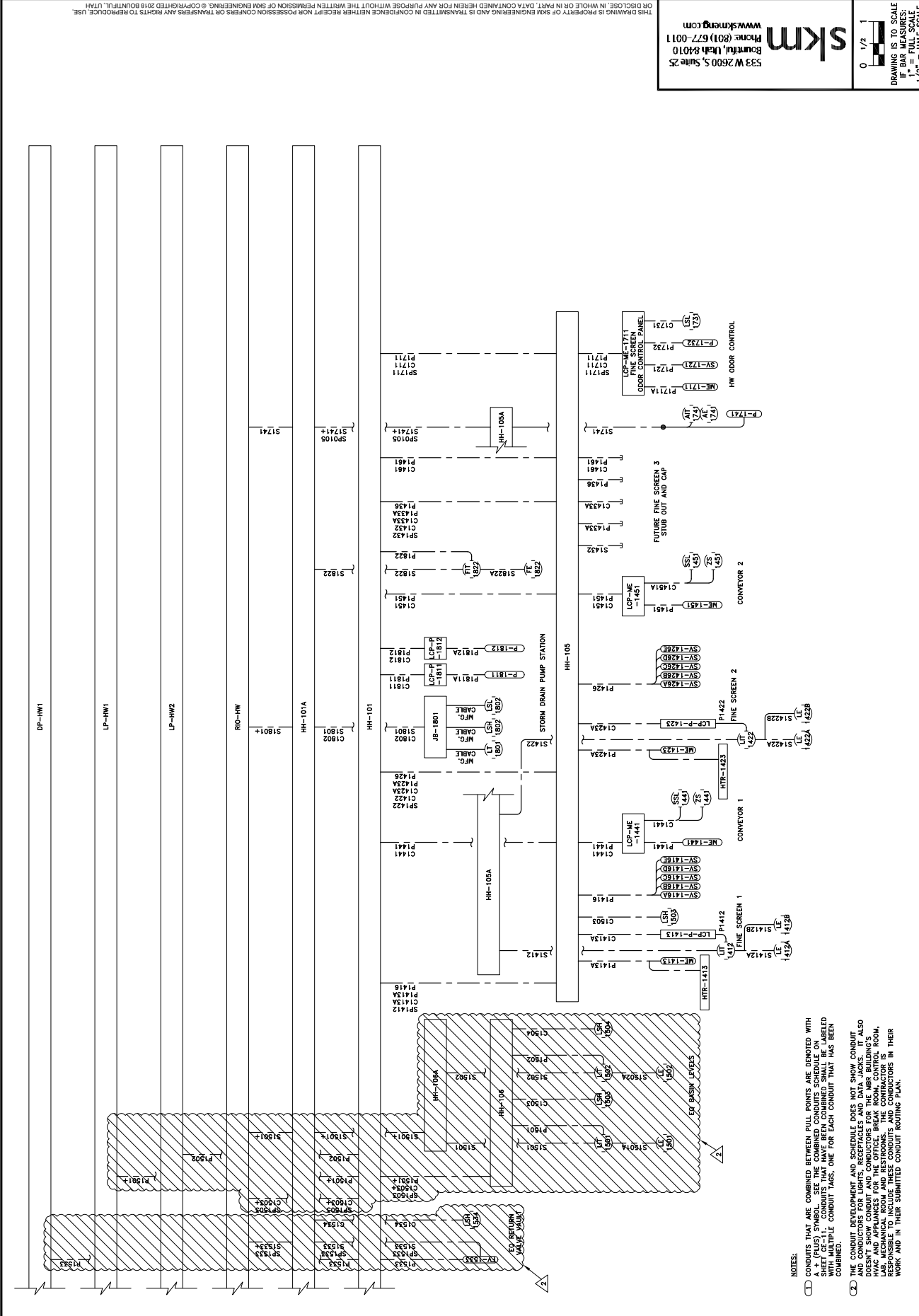
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NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
1	11/26/18	MPJ	BB	MPJ
2	10/11/19	MPJ	DCL	MPJ

REVISIONS

CITY OF BEAUMONT
 SALT MITIGATION WWTU UPGRADE
 ELECTRICAL - CONDUITS AND DUCTBANKS
 CONDUIT DEVELOPMENT 7

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- NOTES:
- 1. CONDUITS THAT ARE COMBINED BETWEEN PULL POINTS ARE DENOTED WITH (PLUS) SYMBOL. SEE COMBINED CONDUITS SCHEDULE ON SHEET CE-19 FOR MORE DETAILS. ALL CONDUITS SHALL BE LABELED WITH MULTIPLE CONDUIT TAGS, ONE FOR EACH CONDUIT THAT HAS BEEN COMBINED.
 - 2. THE CONDUIT DEVELOPMENT AND SCHEDULE DOES NOT SHOW CONDUIT ROUTING PLANS. THE CONDUIT DEVELOPMENT AND SCHEDULE ALSO DOESN'T SHOW CONDUIT AND CONDUITORS FOR THE MAB BUILDINGS, HVAC AND APPLIANCES FOR THE OFFICE, BREAK ROOM, CONTROL ROOM, AND OTHER BUILDINGS. THE CONTRACTOR SHALL BE RESPONSIBLE TO INCLUDE THESE CONDUITS AND CONDUITORS IN THEIR WORK AND IN THEIR SUBMITTED CONDUIT ROUTING PLAN.

Item 19.

CE-26

SHEET 168 OF 172

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CITY OF BEAUMONT
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 ELECTRICAL - CONDUITS AND DUCTBANKS
 CONDUIT DEVELOPMENT 15

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
I	09/16/19	MPJ	DCL	MPJ
2	10/11/19	MPJ	DCL	MPJ

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NOTES:

1. CONDUITS THAT ARE COMBINED BETWEEN PULL POINTS ARE DENOTED WITH (PLUS) SYMBOLS. SEE THE COMBINED CONDUITS SCHEDULE ON SHEET 167 FOR THE COMBINED CONDUIT TAGS. CONDUITS WITH MULTIPLE CONDUIT TAGS, ONE FOR EACH CONDUIT THAT HAS BEEN COMBINED.

2. THE CONDUIT DEVELOPMENT AND SCHEDULE DOES NOT SHOW CONDUIT DOESN'T SHOW CONDUIT AND CONDUITORS FOR THE M&P BUILDINGS, HVAC AND APPLIANCES FOR THE OFFICE, BREAK ROOM, CONTROL ROOM, AND TRUCK FEED GATES. THE CONTRACTOR SHALL BE RESPONSIBLE TO INCLUDE THESE CONDUITS AND CONDUITORS IN THEIR WORK AND IN THEIR SUBMITTED CONDUIT ROUTING PLAN.

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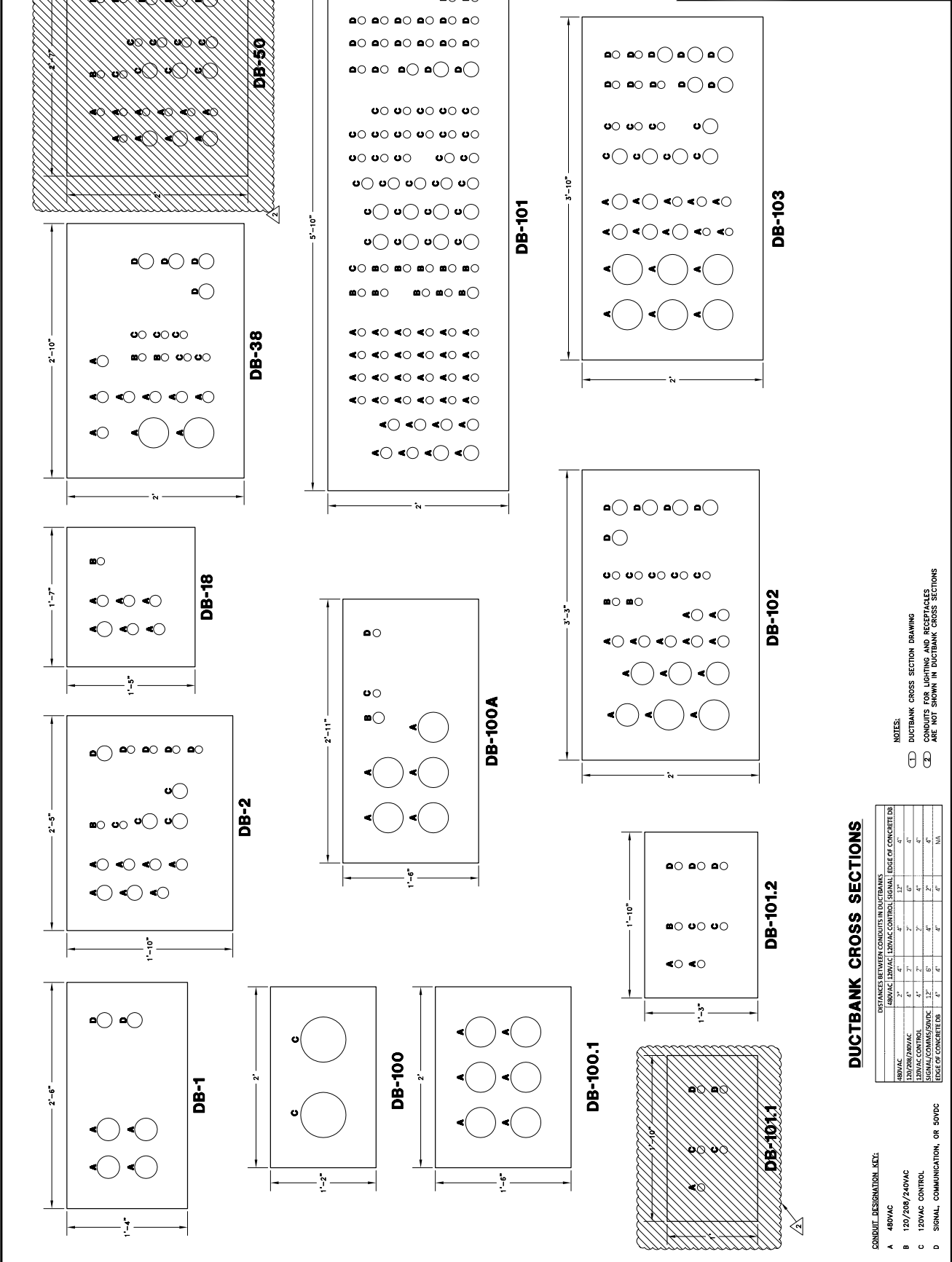
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ELECTRICAL - CONDUITS AND DUCTBANKS
DUCTBANK CROSS SECTIONS 1

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
REVISIONS				
1	08/14/19	MPJ	DCL	MPJ
2	10/11/19	MPJ	DCL	MPJ



DUCTBANK CROSS SECTIONS

NOTES:
DUCTBANK CROSS SECTION DRAWING
CONDUITS FOR LIGHTING AND RECEPTACLES
ARE NOT SHOWN IN DUCTBANK CROSS SECTIONS

DISTANCES BETWEEN CONDUITS IN DUCTBANKS		EDGE OF CONCRETE DB	
480VAC	120VAC	120VAC CONTROL	SIGNAL
2"	4"	12"	4"
2"	4"	6"	4"
2"	4"	7"	6"
2"	4"	6"	2"
12"	6"	4"	6"
4"	4"	0"	6"

CONDUIT DESIGNATION - SET:

A	480VAC
B	120/208/240VAC
C	120VAC CONTROL
D	SIGNAL, COMMUNICATION, OR 50VDC

10/11/2019 8:53:00 AM \\AQUA\skm\BEAUMONT\WWTFF UPGRADE\skm\CAD FILES\13 CE-28 DUCTBANK CROSS SECTIONS 1.DWG

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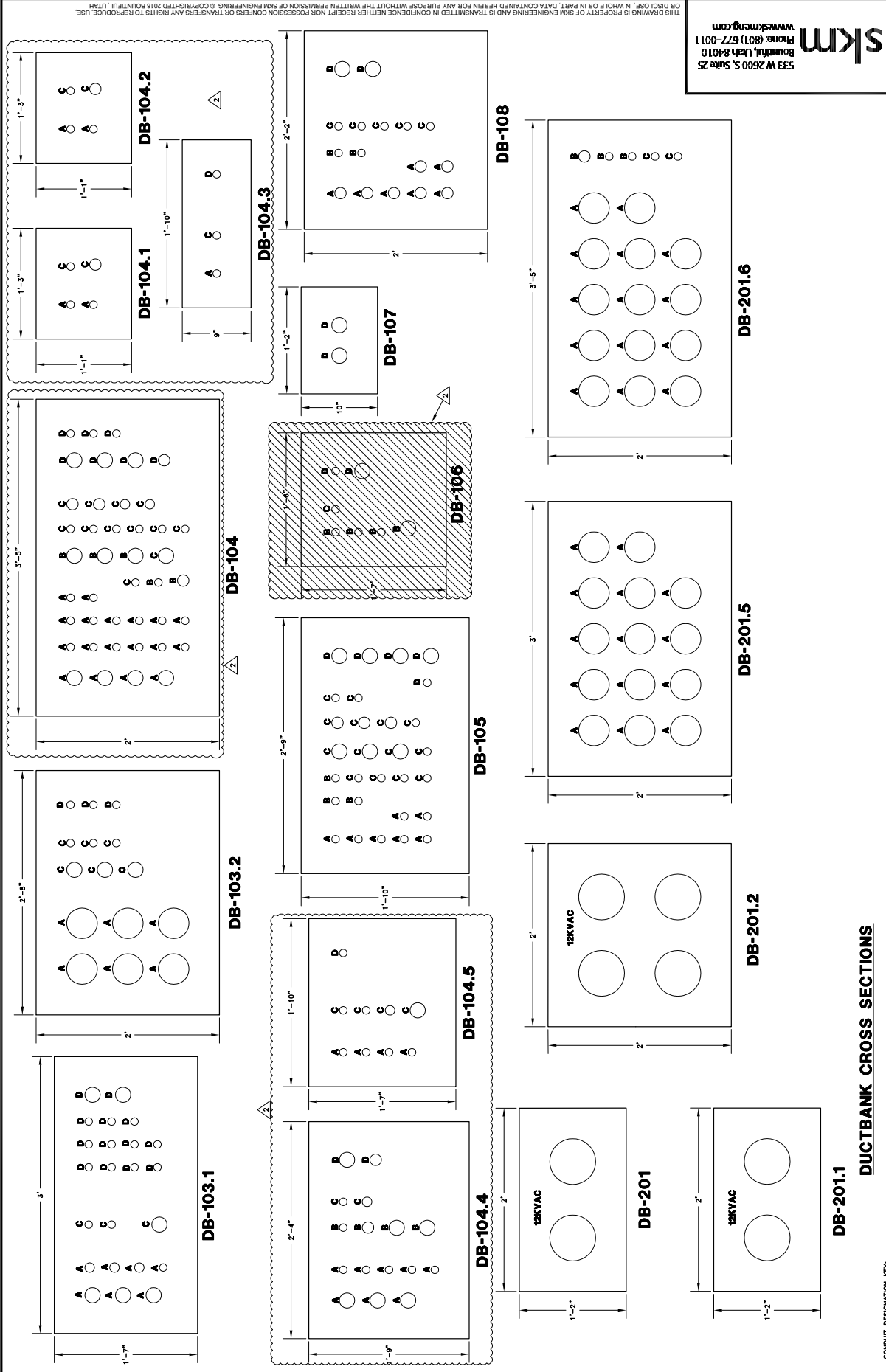
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DUCTBANK CROSS SECTIONS 2

NO. DATE DESIGN DRAWN CHECKED
C 09/05/18 MPJ DCL MPJ
REVISIONS
1 08/14/19 MPJ DCL MPJ
2 10/11/19 MPJ DCL MPJ

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NOTES:
DUCTBANK CROSS SECTION DRAWING
CONDUITS FOR LIGHTING AND RECEPTACLES
ARE NOT SHOWN IN DUCTBANK CROSS SECTIONS

DUCTBANK CROSS SECTIONS

DISTANCES BETWEEN CONDUITS IN DUCTBANKS	EDGE OF CONCRETE DB			
	480VAC	120VAC	120VAC CONTROL	SIGNAL
480VAC	2'-0"	4"	12"	4"
120VAC	4"	4"	4"	4"
120VAC CONTROL	4"	4"	4"	4"
SIGNAL/COMM/SIGNAL	12"	6"	2'	6"
EDGE OF CONCRETE DB	4"	4"	0"	6"

CONDUIT DESIGNATION - KEY:

A	480VAC
B	120VAC
C	120VAC CONTROL
D	SIGNAL, COMMUNICATION, OR 50VDC

NO.	DATE	DESIGN	DRAWN	CHECKED
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DUCTBANK CROSS SECTIONS 3

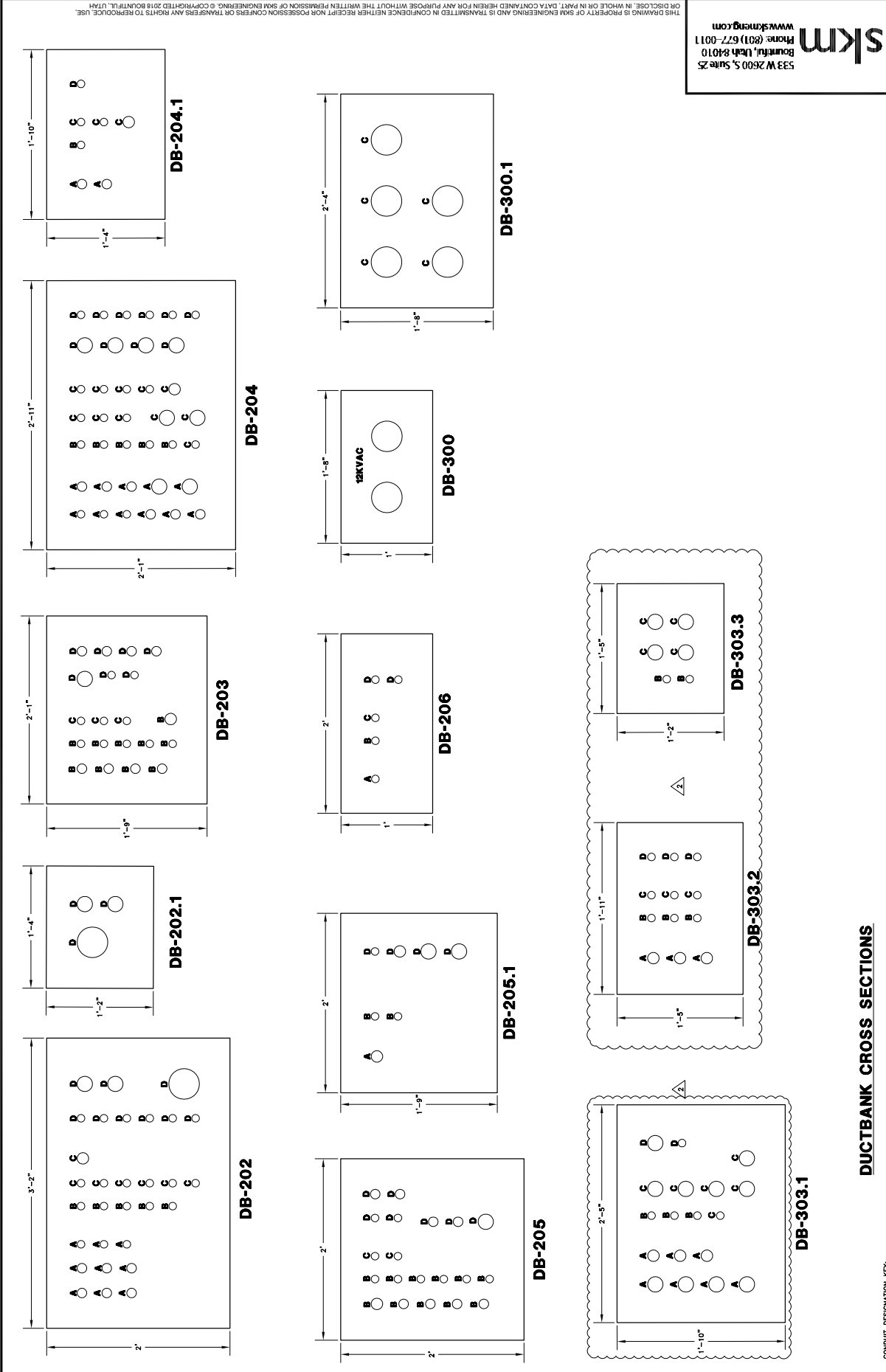


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SHEET 172 OF 172
CE-30

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0 1/2" 1"
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DUCTBANK CROSS SECTIONS

CONDUIT DESIGNATION - SET:	DISTANCES BETWEEN CONDUITS IN DUCTBANKS			
	48VAC	120VAC	120VAC CONTROL	SIGNAL EDGE OF CONCRETE DB
A 48VAC	2"	4"	12"	4"
B 120VAC/240VAC	4"	4"	6"	4"
C 120VAC CONTROL	4"	4"	6"	4"
D SIGNAL, COMMUNICATION, OR 50VDC	4"	4"	6"	4"

NOTES:
DUCTBANK CROSS SECTION DRAWING CONDUITS FOR LIGHTING AND RECEPTACLES ARE NOT SHOWN IN DUCTBANK CROSS SECTIONS

SECTION 262816 – ENCLOSED SWITCHES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Manual Transfer Switches
 - 2. Generator Connection Enclosures

1.2 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Enclosed switches shall withstand the effects of earthquake motions determined according to ASCE.
 - 1. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated.
- B. Shop Drawings: For enclosed switches and circuit breakers. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Wiring Diagrams: For power, signal, and control wiring.

1.4 INFORMATIONAL SUBMITTALS

- A. Seismic Qualification Certificates: For enclosed switches and circuit breakers, accessories, and components, from manufacturer.
- B. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

1.6 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

PART 2 - PRODUCTS

2.1 MANUAL TRANSFER SWITCHES

- A. The manual transfer switch shall be open transition, break-before-make type double throw safety switch. The manual transfer switch shall be heavy duty with a quick make, quick break operating mechanism, with full cover interlock, and indicator handle.
- B. The switch shall be rated for the voltage and current and shall have the number of poles indicated on the Plans. Lugs shall be able to accommodate up to 600MCM cabling.
- C. The transfer switch shall be listed by UL.
- D. Enclosures shall be rated NEMA 12 for indoor use, and NEMA 3R for outdoor use, unless otherwise indicated on the Plans.
- E. The manual transfer switch handle shall be padlockable.
- F. Manual transfer switches shall be as manufactured by Square D, Eaton, Allen-Bradley, or approved equal.

2.2 GENERATOR CONNECTION ENCLOSURES

- A. Provide a 480V, 3-Phase 3-Wire 400A, NEMA 3R enclosure fabricated from galvanized steel and power coated ANSI gray. The enclosure shall have mounting tabs for surface mounting and a drip shield above the door opening. The enclosure shall have a hinged front door provided with a latch that is padlockable.
- B. The bottom of the enclosure shall contain a hinged door for the entry of portable cable. The door shall be secured by a latch accessible only from the inside of the enclosure.
- C. The conduit entrance shall be through the top or back of the enclosure. Wire terminations for the building wire shall be to mechanical lugs sized for 400A and large enough to accommodate up to 600MCM cabling.
- D. A dead front cover shall prevent access to the internal electrical components when the main access door is open.
- E. Series 16 Cam inlets shall be mounted on an internal dead front inlet panel and shall accept standard E1016 type connectors. One set of cam inlets rated for up to 400A shall be provided. Cam inlets shall be color coded for phase (brown, orange and yellow) and ground (green).

- F. The ground inlet shall be wired to the enclosure frame and a ground connection lug shall be provided for contractor termination of the building ground wire.
- G. The internal dead front inlet panel shall contain slots between inlets to eliminate hysteresis, as required by the NEC.
- H. A warning label to specify the proper sequence for connection and removal of portable cable as shall be mechanically fastened to front cover of the enclosure.
- I. The Generator Connection Box shall meet or exceed all applicable NEC standards and shall be UL Listed. A label denoting the UL Listing shall be permanently affixed to the unit.
- J. Generator connection enclosures shall be as manufactured by Union Connector, Lex, or approved equal.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Enclosed switches and generator connection enclosures shall be installed, in accordance with the manufacturers' recommendations.
- B. The enclosed switches and generator connection enclosures shall be installed as indicated on the Plans.
- C. Provide grounding per NEC.

END OF SECTION 262816

SECTION 432313 – SELF-PRIMING CENTRIFUGAL PUMPS**PART 1 - GENERAL****1.1 SUMMARY**

- A. This specification covers the furnishing of self-priming centrifugal pump units as required and to the expectation of the Engineer with regard to the manufacture of the equipment.
- B. All equipment must be supplied by the same pump Manufacturer including bowls, impellers, seals, and motors. Equipment furnished under this section shall be fabricated and assembled in full conformity with drawings, specifications, engineering data, instructions, and recommendations of the equipment manufacturer, unless exceptions are noted by Engineer.
- C. The pump manufacturer must be ISO 9011:2008 revision certified.
- D. The pumps shall be of the horizontal self-priming centrifugal type, equal in construction and performance to the “Super T” Series self-priming sewage pumps as manufactured by the Gorman-Rupp Company of Mansfield, Ohio, specifically designed for the handling of raw, unscreened sanitary domestic sewage.

1.2 RELATED SECTIONS

- A. Common Motor Requirements for Equipment, Section 220513.
- B. Pumps, General, Section 432010.

1.3 CONDITIONS OF OPERATION

- A. Each pump must have the necessary characteristics and be properly selected to perform under the operating conditions shown in the pump schedule.
- B. All internal passages, impeller vanes, and recirculation ports shall pass a 3” spherical solid.
- C. Each pump at its rated speed shall be designed to retain adequate liquid in the pump casing to insure unattended automatic re-priming in a complete open system without suction or discharge check valves and with a dry suction leg. Upon completion of re-priming cycle, pumps shall deliver full rated capacity at rated TDH at the designed total dynamic suction lift.

1.4 SUBMITTALS

- A. Provide complete fabrication and assembly drawings together with detailed specifications and data covering materials, parts, devices and accessories forming a part of the equipment furnished, shall be submitted in accordance with the submittals section. Information and submittals shall conform to the requirements of Section 013300 – Contractor Submittals. The data and specifications for each pumping unit shall not be limited to the following:

1. Name of manufacturer.
2. Type and model of pump including design rotative speed.
3. Dimensions including size, location and size of suction and discharge outlet connections, weight, and max overall dimensions.
4. Submit pump and motor performance data, pump curves showing operation points, NPSH, curve, submergence requirements, efficiency, bhp, pump range operating on a VFD and system head curves for each flow scenario.
5. Also provide diagrams showing installation requirements including minimum clearances from nearby walls, adjacent pump units, and all other pertinent information required to review the pump unit for performance and installation for each application.

B. Anchor Bolt Design Calculations.

C. Provide operation and maintenance manuals and information in accordance with the requirements of Section 017823 – Operation and Maintenance Data.

1.5 WARRANTY

- A. The minimum warranty period shall be warranted for sixty (60) months excepting only those items that are normally consumed in service such as oils, grease, packing, gaskets, O-rings, etc. The pump manufacturer shall be solely responsible for warranty of the pump equipment and components. The warranty shall become effective 60 days after installation (verified by pump manufacturer's representative) or ninety (90) days after shipment from the factory whichever occurs first.

1.6 QUALITY ASSURANCE

- A. The pump manufacturer shall have at least ten (10) similar installations in the US with a minimum of five (5) years of continuous operation.

1.7 SEQUENCE OF OPERATION

- A. The pump manufacturer shall provide a detailed control narrative describing the pump startup, running and shutdown sequence of operation. As the pumps are required to pull suction from the EQ basin, the narrative shall include a written strategy for priming each pump during the startup sequence.

PART 2 - PRODUCTS

2.1 PUMP DESIGN

- A. Pumps shall be horizontal, self-priming centrifugal type, designed specifically for handling raw, unscreened, domestic sanitary sewage.

B. Materials and Construction Features:

1. Pump casing shall be cast iron Class 30 with integral volute scroll. Casing shall incorporate following features:
 - a. Mounting feet sized to prevent tipping or binding when pump is completely disassembled for maintenance.
 - b. Fill port cover plate, 3 1/2" diameter, shall be opened after loosening a hand nut/clamp bar assembly. In consideration for safety, a clamp bar screw must provide slow release of pressure, and the clamp bar shall be retained by detente lugs. A Teflon gasket shall prevent adhesion of the fill port cover to the casing.
 - c. Casing drain plug shall be at least 1 1/4" NPT to insure complete and rapid draining.
 - d. Liquid volume and recirculation port design shall be consistent with performance criteria listed under PART 1 - GENERAL of this section.

C. Suction Head shall be Class 30 cast iron. Its design must incorporate following maintenance features:

1. The suction head will be secured to the pump casing by using hex head cap screws and lock washers. Access to the impeller and mechanical seal shall be accomplished by removing the suction head.
2. Removal of any blockages in the impeller shall be accomplished by removing the suction head, or through a cleanout cover on the suction head. In consideration of safety, two clamp bar screws must provide slow release of pressure on two clamp bars securing the cleanout cover. A Teflon gasket shall prevent adhesion of the cleanout cover to the suction head casing.
3. Removal of the suction check valve shall be accomplished through the removable cleanout cover on the suction head.
4. In consideration for safety, a pressure relief valve shall be supplied in the suction head.
5. A replaceable Grey Iron 30 wear plate shall be secured up against the pump casing by the suction head. Measurement of the clearance between this wear plate and impeller shall be accomplished through the cleanout cover plate.

D. Rotating assembly, which includes impeller, shaft, mechanical shaft seal, lip seals, bearings, seal plate and bearing housing, must be removable as a single unit without disturbing the pump casing or piping. Design shall incorporate following features:

1. Seal plate and bearing housing shall be cast iron Class 30. Separate oil filled cavities, vented to atmosphere, shall be provided for shaft seal and bearings. Cavities must be cooled by the liquid pumped. Three lip seals will prevent leakage of oil.
 - a. The bearing cavity shall have an oil level sight gauge and fill plug check valve. The clear sight gauge shall provide easy monitoring of the bearing cavity oil level and condition of oil without removal of the fill plug check valve. The check valve shall

- vent the cavity but prevent introduction of moist air to the bearings.
- b. The seal cavity shall have an oil level sight gauge and fill/vent plug. The clear sight gauge shall provide easy monitoring of the seal cavity oil level and condition of oil without removal of the fill/vent plug.
 - c. Double lip seal shall provide an atmospheric path providing positive protection of bearings, with capability for external drainage monitoring.
2. Impeller shall be ductile iron 65-45-12, two-vane, semi-open, non-clog, with integral pump out vanes on the back shroud. Impeller shall thread onto the pump shaft and be secured with a lock screw and conical washer.
 3. Impeller shaft shall be 4150 Alloy Steel.
 4. Bearings shall be anti-friction ball type of proper size and design to withstand all radial and thrust loads expected during normal operation. Bearings shall be oil lubricated from a dedicated reservoir. Pump designs which use the same oil to lubricate the bearings and shaft seal shall not be acceptable.
 5. Shaft seal shall be cartridge type, mechanical, oil-lubricated, double floating, self-aligning. The stationary and rotating seal faces shall be tungsten titanium carbide alloy. Stainless steel 316 stationary seat. Fluorocarbon elastomers (DuPont Viton or equal). Stainless steel 18-8 cage and spring. Maximum temperature of liquid pumped, 160° F (71° C).
 6. Pusher bolt capability to assist in removal of rotating assembly. Pusher bolt threaded holes shall be sized to accept same cap screws as used for retaining rotating assembly.
- E. Adjustment of the impeller face clearance (distance between impeller and wear plate) shall be accomplished by external means.
1. Clearances shall be maintained by using external shims between the casing ring of the rotation assembly and the pump casing itself. Shims will be of various sizes to allow precise adjustment of this clearance. The clearance can be measured by removing the cleanout cover on the suction head.
 2. Clearance adjustment which requires movement of the shaft only, thereby adversely affecting seal working length or impeller back clearance, shall not be acceptable.
- F. Suction check valve shall be molded Neoprene with integral steel and nylon reinforcement.
- G. Removal of the rotating assembly will be accomplished through the front or the back of the pump casing.
- H. The motor shall be mounted using the standard V-Belt base.
- I. The motor shall be driven by a VFD and shall meet the requirements of Common Motor Requirements for Equipment, Section 220513.
- J. The motor shall be equipped with an anti-condensation space heater that shall be energized while the motor is not running.

- K. The motor shall be equipped with normally closed contacts in each motor winding wired together in series to provide a shutdown condition should the motor get too hot.

2.2 ANCHOR BOLTS

- A. Equipment manufacturer shall furnish all anchor bolts of ample size and strength required to securely anchor each item of equipment. Anchor bolts, hex nuts, and washers shall be # T-316 stainless steel unless noted otherwise. Anchor bolts shall be threaded rods with washers and nuts embedded. Expansion-type anchors will not be acceptable. Anchor bolt design shall be completed by a professional engineer licensed in the State of California and shall be included in the submittal.
- B. Anchor bolts shall be set by the CONTRACTOR. Equipment shall be placed on the foundations, leveled, shimmed, bolted down, and grouted with a non-shrinking grout

PART 3 - EXECUTION

- A. EXPERIENCE AND WORKMANSHIP
- B. Pumps shall be the product of a manufacturer with a minimum of 5 years' experience in design and manufacture of self-priming centrifugal pumps handling sewage.
- C. INSTALLATION
- D. Pumps shall be installed per manufacturer's recommendations including all auxiliary devices and accessories to minimize vibration, vortexing, cavitation, and otherwise facilitate and maximize the performance and reliable life of the pump unit.
- E. Contractor shall coordinate electrical and controls requirement with the pump manufacturer to ensure a properly installed and operating pump system. Contractor is responsible to provide all wiring, conduit, controls, and other aspects to complete the installation of the pumps. All electrical components shall comply with the requirements outlined in Division 26 and Section 220513 – Common Motor Requirements for Equipment.
- F. All exterior installed items, including pumps, motors, valves, piping, wiring, and other components shall be suitable for exposed, outdoor installation including high ambient operating temperatures for the pump motors and exposure to direct sunlight.
- G. Factory non-witnessed pump test head shall be performed. Each pumping unit to be supplied in the field shall be non-witness tested at the factory for capacity, power requirement, and efficiency at minimum head, rated head, shutoff head or point of discontinuity, and at as many other points as necessary for accurate performance curve plotting. Pump OEM can use a calibrated lab motor for these tests. All tests and test reports shall conform to the requirements and recommendations of the Hydraulic Institute Standards. If the pump fails to operate properly or fails to meet the specified conditions or requirements during shop testing, the pump manufacturer shall modify the pumping unit and perform additional tests. The pump manufacturer shall submit complete pump test reports, including test arrangement, instrumentation calibration data, test procedures, & test data in curve format. All test data shall be submitted to the engineer at least 5 days prior to

shipment.

- H. Pump shall be furnished with all typical spare parts (or spare parts kit) and any specialty tools as typically supplied and recommended by the pump manufacturer. Submittals shall provide a detailed list of all included spare parts, including party numbers and quantities of each item.
- I. Pump supplier shall include services of a qualified representative to oversee the installation, startup, testing, and training of operator personnel. A minimum of two (2) trips and two (2) days on site shall be included. Refer to Section 017900 – Demonstration and Training for details on startup requirements. The representative shall be present when the equipment is placed in operation, and shall revisit the job site as often as necessary until all trouble is corrected and the equipment installation and operation are satisfactory in the opinion of ENGINEER.
- J. The manufacturer’s representative shall furnish a written report certifying that the equipment has been properly installed and lubricated; is in accurate alignment; is free from any undue stress imposed by connecting piping or anchor bolts; and has been operated under full load conditions and that it operated satisfactorily.
- K. All costs of these services shall be included in the contract price for the number of days and round trips to the site as required.

END OF SECTION

Project Name:	City of Beaumont Salt Mitigation	Negotiation No:	LA280626X8K2
General Order No:	MLA0009343	Alternate No:	R006 CLAR-24 C.O.

STANDARD LEAD TIME PRICE PER THE ATTACHED:	\$57,915.00
ADDER FOR VFD STARTUP:	\$4,500.00

Note that with power system short circuit and coordination studies and EESS site acceptance testing per EESS or NETA standard work scopes only, an extra year of warranty is provided by the factory to the customer at no extra cost.

Eaton's engineering services meets the ANSI/NETA Acceptance Testing Specifications testing organization qualification criteria to perform NETA testing. Eaton's engineering services utilizes the Electrical Power Testing Certification Program from the National Institute for Certification in Engineering Technologies (NICET), to certify field personnel in testing electrical power distribution equipment per ANSI/NETA standards.

GENERAL COMMENTS, CLARIFICATIONS, SPECIAL CONDITIONS

1. BOM attached - This bid is based upon our interpretation of any specifications, drawings, and/or other information provided. Any items or features not listed in the attached bill of material are not included.
2. Cable terminations use mechanical type lugs, not compression type lugs, unless shown in the description of the equipment. Mechanical lugs will accept either copper or aluminum cables. Standard termination lugs are provided based on the ampacity of each circuit. Optional lugs are available that generally allow for the next larger standard cable size. Oversized lugs and/or additional quantities of parallel cables must be accommodated by the contractor's installation method (e.g. insulated cable splices in the equipment gutter, power terminal blocks, etc.) and are not part of this quotation.
3. Not included unless shown as a separate item within this bill of materials: safety switches, enclosed circuit breakers, starters meter sockets, spare parts / renewal parts and other miscellaneous equipment, 600 Volt or 250V fuses (others supplied only if noted specifically), extended warranty, seismic calculations, and selective coordination.
4. Dry type transformers (DOE 2016) - primary or secondary terminal lugs are not included. DTDI supplied with factory standard impedance and reactance levels unless shown otherwise.
5. Panels and switchboards- Eaton is not responsible for Title 24 design compliance unless Title 24 requirements are an integral part of the design. SPD and customer metering is only included where shown on single line or panel schedules.
6. Regarding NEC/CEC article 240.87(B) – To comply with code requirements, Eaton will provide the arc reduction method for circuit breakers that are rated or can be adjusted to 1200A or higher.
7. Eaton not responsible for utility meter maximum centerline height or CEC/NEC 6'-7" center of OCPD handle violation if the surface for electrical equipment supplied by Eaton – enclosed control, fused or MCCB switching devices, panelboards, switchboards, LV switchgear, MV switchgear, etc. - is installed on a surface more than 1" (i.e. housekeeping pads) above the level plane in front of the equipment as required by utilities and NEC/CEC.
8. Order Entry- Eaton does not send utility approval drawings unless requested by customer. Customer to provide utility contact information. Lift gate truck requirement for switchboard delivery must be requested at or before time of order entry. Liquidated damages will not be accepted.
9. Shipment is FOB – point of shipment unless otherwise noted.
10. Sales tax is not included in above pricing.

PROJECT SPECIFIC COMMENTS AND CLARIFICATIONS

1. Change order includes comments/clarifications of original quote document..
2. No specifications provided for manual transfer switches. MTS-EQ' quoted per BOM.
3. Standard warranty included. Items started up by Eaton include additional year of warranty at no additional cost.
4. VFDs internal to MCC quoted per schematic on E-19 with only options specifically noted for 'P-1531, P-1532, P-1533'..

Project Name: City of Beaumont Salt Mitigation
General Order No: MLA0009343

Negotiation No: LA280626X8K2
Alternate No: R006
CLAR-24 C.O.

Bill of Materials

Item No.	Qty	Product	Description
	1	Switchboards	RUGTB
		Catalog No	GTB08MAMA
		Designation	Generator Receptacle Enclosure

Item No.	Qty	Product	Description
	1	Automatic Transfer Switches	Quote Date: 11/20/2019
			Product Family: Wall Mount
			Switch Type: Non Automatic Molded Case Switch 30A thru 1000A
			480v, 60hz, 3 Phase, 3 Wire, 3 poles
			Transition Mode: Open
			Controller Type: Electromechanical
			Continuous Current: 400 Amps
			Withstand: 65kA
			Normal Source Terminals: (1) 4/0-600 CU/AL
			Emergency Source Terminals: (1) 4/0-600 CU/AL
			Load Side Terminals: (2) #1-500 CU/AL
			Neutral Terminals: No Neutral Bar
			Standard Features: 12c, 12d, 12g, 12h, 15e, 15f, 32e, 42, 49c,
			Optional Features: No Optional Features Selected
		Catalog No	NTVELDA30400XSU
		Designation	MTS-EQ

Item No.	Qty	Product	Description
	1	Motor Control Centers	60 Hz, Class 2B wiring, 480V 3-Phase Service, 65,000 Bracing, Short Circuit Rating, Bottom Incoming, NEMA 1 Gasketed 21" Front Mt Only enclosure, 600A Copper Main Horizontal Bus, ANeutral, Main Lugs. Used X-Space: 28, Blank X-Space: 20, Future X-Space: 0, MCC Lead Time Code: U.
		Designation	MCC-EQ

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Summary Bill of Material

Project Name: City of Beaumont Salt Mitigation
General Order No: MLA0009343

Negotiation No: LA280626X8K2
Alternate No: R006
CLAR-24 C.O.

Item No.	Qty	Product	Description
	1	Dry Type Transformers	Transformer Type: General Purpose Vented
			3 Phase, 75 KVA, 1 K-Factor 480 Primary Volts 208Y/120 Secondary Volts Temperature Rise 150C with 220C Insulation System Copper Winding Material Sound Reduction : 0 NEMA ST-20 Audible Sound Level: 50 Efficiency : DOE 10 CFR Part 431 (2016) UL Listed : Y Enclosure Type: NEMA 2 Operating Frequency: 60 HZ Electrostatically Shielded
		Catalog No	V48M28T7516CUES
		Designation	XFMR-LP-SH

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Scope Letter: 2 pages

Technical
Systems
Incorporated

January 27, 2020

Quote Number: CO#05

To: Southern Contracting
Attn: Dan Alcantar

Project: Beaumont WWTP Salt Mitigation
Beaumont Wastewater Treatment Plant

Reference: **CLAR-24 EQ Basin Modifications**

2303 196th Street SW
Lynnwood, WA 98036
Tel: (425) 775-5696
Fax: (425) 775-9074
info@tsicontrols.com

Bid Date: N/A

Bid Time: N/A

Technical Systems, Inc. (TSI) is pleased to provide a quote for the above referenced project. Material for this project will be shipped FOB Lynnwood WA, complete, ready for field termination by others. TSI's price includes CA sales tax and does not include the cost to bond TSI's portion of the project.

TSI's price for the scope of work detailed on the following pages:

Change Order Proposal Pricing:**\$16,040.00****Change Scope as Follows:**

- Supply new 16" Mag Flow Meter FE/FIT 1511
 - o Remote Mount Transmitter, 30' Cable
 - o ABB Watermaster Similar to other flow meters provided
 - o Flow Tube in Class 1 Div 2 Area
 - o Add Sunshield similar to other flow meters
 - o Estimated 6 week lead time
- LSH-1534 Gems Pressure Switch – Deleted, purchased unit to be provided as spare
- Level Transmitters LE/LIT-1502 & 1502, Level Switches LSH 1503 & 1504
 - o Already in scope, so be supplied as shown on updated drawings
 - o Update Mounting as Necessary
- Incorporate IO changes for RIO-HW and RIO-SH
- Supply New Pump HOR Local Control Panel LCP-1531
 - o Approximately 12x12x6", 316SS, NEMA 4X
 - o (3) 3-position operator switches, NEMA 4X
 - o Local HOR operation only, all pump control to be in respective MCC buckets

Terms: Net 30
FOB: Lynnwood WA
Freight: Prepaid

This quote is valid for 90 days.

Please call with any questions you may have concerning pricing or any technical questions.

Sincerely,

Colin Dightman-Kovak

Colin Dightman-Kovak
 Technical Systems, Inc.
 1-425-678-4116

Scope of Work

Misc Equipment:

Including:

1. Hardware Procurement
2. Required Testing
3. O&M, drawings updates

GENERAL

1. TSI supplies a bill of materials, CAD-based drawings, and Operations and Maintenance Manuals for all equipment furnished by TSI.
2. TSI supplies the required field startup services for this project.
3. Panels fabricated by TSI are UL 508 labeled.

STANDARD INCLUSIONS

We provide the following unless specifically excluded on our bill of material:

- 1) Equipment shipped FOB factory with freight allowed, tailgate, destination.
- 2) Field wiring diagrams showing interconnection of field instruments and instrumentation panels.
- 3) Instruction manuals as required.
- 4) All necessary field start-up and calibration of the equipment we supply.

STANDARD EXCLUSIONS

We do NOT include the following unless specifically included in our bill of material:

- 1) Pipe, tubing, valves or fittings between the instrument and the process.
- 2) Conduit, wire or cable not an integral part of the instrument.
- 3) Mounting brackets, stanchions, supports or mounting pads not an integral part of the instrument.
- 4) Labor to install the equipment.
- 5) The Cost, (if due to local union regulations), to have local craftsman make adjustments or wiring modifications to our equipment during start-up and calibration.
- 6) Any material or services not in our quoted sections.

- 7) This proposal is based on award of a supply purchase order and does not include any of the costs associated with bonding or subcontract administration. If bonding or a subcontract is required they can be provided for additional cost.

SPECIFIC EXCLUSIONS

- 1) Installation of Panels and Instruments.

Dan Alcantar

From: Colin Dightman-Kovak [colind@tsicontrols.com]
Sent: Monday, January 27, 2020 2:21 PM
To: Dan Alcantar
Cc: Mike Long
Subject: CLAR-24 Pricing
Attachments: 7781 CO-05 CLAR-24 EQ Basin Mods.pdf

Good Afternoon Dan,

Please see attached pricing for CLAR-24. Main components

- new 16" flow meter and sun shade
- new LCP for pump HOR control
- some modification of instruments in our scope already
- engineering/drawing for IO changes (but no new cards) in RIO panels

Thanks,

Colin Dightman-Kovak
Project Manager
Technical Systems, Inc.
Direct: (425) 678-4116

Privileged/Confidential Information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply e-mail.



Contractor: WM Lyles

Date: 1/31/2020

Job Name: Salt Mitigation WWTP Upgrades

PSG Job #: L18161

Extra No.: 14R

Description: Add Material and Labor for revisions to the Equalization Basin per Clar-24-EQ.

North Wall is 12" Taller
 North Wall Verticals revised from #8 @ 8"o.c. to #8 @ 6"o.c. - Added 11,680 Lbs.
 New Pump Station - Added 4,768 Lbs.
 Added Duct Banks - Added 1,880 Lbs.

Material:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Rebar	18,328	LB	\$ 0.60		\$ 10,997.00
Specialty Rebar	-	LB	\$ 1.50		\$ -
Mesh	-	SQFT	\$ 0.35		\$ -
Couplers	-	Each	\$ 1.75		\$ -
Other	-	Each	\$ -		\$ -
					\$ 10,997.00

Labor Impact:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Rebar	156	Hours	\$ 93.04		\$ 14,514.00
Specialty Rebar	-	Hours	\$ 93.04		\$ -
Mesh	-	Hours	\$ 93.04		\$ -
Couplers	-	Hours	\$ 93.04		\$ -
Other	-	Hours	\$ 93.04		\$ -
					\$ 14,514.00

FWA Labor:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Ironworker	-	Hours	\$ 93.04	Regular Base Pay	\$ -
Overtime	-	Hours	\$ 53.90	Premium Portion Only	\$ -
Doubletime	-	Hours	\$ 83.80	Premium Portion Only	\$ -
					\$ -

Other:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Engineering	10.00	Hours	\$ 85.00		\$ 850.00
Crane	-	Hours	\$ 300.00		\$ -
Delivery	1.00	Each	\$ 550.00		\$ 550.00
Other	-	Each	\$ -		\$ -
					\$ 1,400.00

Sub Total = \$ 26,911.00

Overhead & Profit @ 10% & 5% = \$ 4,171.00

Sub Total = \$ 31,082.00

Bond Fee = \$ 311.00

Total Extra To Contract = **\$ 31,393.00**

Oscar Mendoza

From: david parada <davidparadajr@yahoo.com>
Sent: Wednesday, January 29, 2020 12:55 PM
To: Oscar Mendoza
Cc: Lisa Greenelsh
Subject: Re: Emailing: CLAR-24- EQ Basin Modifications
Attachments: CLAR-24- EQ Basin Modifications.pdf

Lisa please send Oscar a scope letter for \$8300 to coat additional mechanical at eq pump station and fine screen. coat additional concrete roughly 132 sq feet.

Lisa if you have any questions please ask Oscar with Lyles. this is for the Beaumont project

Thank you

David Parada Jr.

858 602 6037

On Wednesday, January 29, 2020, 11:10:35 AM EST, Oscar Mendoza <omendoza@wmlylesco.com> wrote:

Your message is ready to be sent with the following file or link attachments:

CLAR-24- EQ Basin Modifications

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Oscar Mendoza

From: Bill Greer <bill@gwbuilders.com>
Sent: Tuesday, April 7, 2020 12:50 PM
To: Oscar Mendoza
Subject: RE: Pages from COP No. 036.1 EQ Basin Modifications CLAR-24 (003).pdf

Hello Oscar,

So I looked at this a little closer and have the following response.

1. The price is the price we have, I can't control Americans pricing and I can not hold them responsible for a quote a year old for a project in a different location. Per our conversation, I would be happy to see if Star can shave some cost off this if the owner willing to entertain a different supplier. We have been a Star dealer for over 35 years and even have in our scope at Imperial to modify an existing Star Canopy. They are more then capable of providing this canopy at the same quality as American. I can't guarantee their will be a significant savings, but I'm willing to find out for you. Please also see my additional comments because they do also affect the building.
2. Differences that also affect the price Between Beaumont EQ and Imperial Headworks Quote dated March of 2019
 - a. Support beam holding three (3) 1,000 pound point loads. This has a material and labor impact.
 - b. Wind speed in Beaumont is 20 mph more then in imperial city. This has an affect on the weight of steel, which affects the price.
 - c. Beaumont has a 5.5 psf roof snow load While imperial city had none. Again affecting the weight of the steel.

Those items combined with the Market changes over the last year, give you the price we currently have.

Thank you,

Bill Greer
Vice President
G&W Builders
557 Mercury Lane
Brea CA 92821
714-529-9935

From: Oscar Mendoza <omendoza@wmlylesco.com>
Sent: Tuesday, April 07, 2020 9:51 AM
To: Bill Greer <bill@gwbuilders.com>
Subject: Pages from COP No. 036.1 EQ Basin Modifications CLAR-24 (003).pdf

Please see owner's note to comment 2B. I sent the your email explaining the cost and they sent me this quote from Imperial. Can you please provide me with a response back. Thanks,

Brine WWTP Beaumont**WM Lyles Co.**

April 13, 2020

Ph: 714-962-6828

Attn: Juan Ahumada

CODES AND LOADS:

- 2016 CALIFORNIA BUILDING CODE
- ADDITIONAL 5 POUND COLLATERAL LOAD ADDED TO ROOF FRAMING
- WIND SPEED: 135 MPH
- WIND EXPOSURE "C"
- LIVE LOAD: 20 PSF NON REDUCABLE
- Ss: 1.525 / S1: .653
- OCCUPANCY CLASSIFICATION III – HIGH HAZARD
- ROOF SNOW LOAD 5.5 PSF

EQ BASIN CANOPY**STAR CANOPY**

- Width: TOTAL WIDTH WITH OVERHANGS 16'-8"
 - 12' CENTER TO CENTER OF COLUMN.
- Length: TOTAL LENGTH WITH OVERHANGS 24'-8"
 - 20' CENTER TO CENTER OF COLUMNS.
- HEIGHT: 10' AT LOW SIDE ROOF LINE/ 11'-4 11/16" HIGH SIDE ROOF LINE
 - 1:12 PITCH.

FRAMING:

- COLUMNS ARE STRAIGHT
- MAIN FRAMES TO BE GALVANIZED
- SECONDARY TO BE PRE-GALVANIZED
- X-ROD BRACING IN ROOF
- COLUMNS TO BE FIXED WITH NO WALL BRACING.
- ALL WALLS OPEN TO REMAIN OPEN
- SUPPORT FOR THREE (3) 1,000 POUND POINT LOADS LOCATED IN THE CENTER OF THE CANOPY.

COVERING:

- 24 GAUGE DOUBE-LOK (SINGLE SKIN STANDING SEAM)
 - KYNAR FINISH
 - EXACT COLOR TO BE CHOSEN BY OWNER FROM MANUFACTURERS STANDARD COLOR CHART
- HIGH SIDE AND LOW SIDE STANDARD METAL BUILDING EAVE TRIM.
 - KYNAR FINISH
 - EXACT COLOR TO BE CHOSEN BY OWNER FROM MANUFACTURERS STANDARD COLOR CHART.

GENERAL:

- ALL NECESSARY TAX AND FREIGHT
- ALL NECESSARY PLANS AND CALCULATIONS STAMPED BY CALIFORNIA LICENSED ENGINEER
- ALL NECESSARY LABOR AND EQUIPMENT TO PERFORM DESCRIBED WORK.
- PRICE IS BASED OFF PREVAILING WAGES AND REGULAR BUSINESS HOURS.
- PRICE ASSUMED 15' OFF ACCESS ON ALL SIDES OF THE CANOPY.

QUOTE LUMP SUM = \$42,500.00

EXCLUSIONS

1. FOUNDATION/CONCRETE	9. BONDS	15.
2. PROTECTIVE COATING	10. FIRE SPRINKLERS	16.
3. GUTTERS AND DOWNSPOUTS	11. Electrical	17.
4. GRADING	12. Mechanical	18. ROOF PENETRATION
5. Finish Painting of Structural Steel	13	19.
6. ANCHOR BOLTS	14.	20. ANYTHING NOT LISTED.

GRAND TOTAL: \$ 42,500 + 10% Escalation = \$ 46,750.00

Labor - Concrete

Item Number:	CLAR-24
Description:	Labor - Concrete Summary
Item Number:	1
Bid Item:	1
Description:	EQ Basin Changes
Sheet:	EQS 1-5

Labor Item Description	Qty	Unit	Labor & Equipment	Material	Subcontractor	Total Cost
			Total Cost	Total Cost	Total Cost	Total Cost
Form & Strip Edge Form - Slab	239	SF	\$ 3,976	\$ 837	\$ -	\$ 4,813
Form & Strip Walls	272	SF	\$ 5,965	\$ 953	\$ -	\$ 6,918
Fab Wall Forms	100%	272	SF	\$ 1,965	\$ -	\$ 1,965
Place - Slab	27	CY	\$ 2,710	\$ -	\$ -	\$ 2,710
Place - Walls	11	CY	\$ 763	\$ -	\$ -	\$ 763
Purchase - Slab	30	CY	\$ -	\$ 4,500	\$ -	\$ 4,500
Purchase - Walls	12	CY	\$ -	\$ 1,800	\$ -	\$ 1,800
Finish - Slab	501	SF	\$ 1,249	\$ 501	\$ -	\$ 1,750
Cure - Slab	501	SF	\$ 430	\$ 50	\$ -	\$ 480
Cure - Walls	272	SF	\$ 143	\$ 27	\$ -	\$ 170
Point & Patch - Walls	100%	272	SF	\$ 624	\$ 27	\$ 651
Sack & Patch - Walls	100%	272	SF	\$ 850	\$ 27	\$ 877
			\$ -	\$ -	\$ -	\$ -
Install Chamfer	207	LF	\$ 324	\$ 311	\$ -	\$ 635
Install Waterstop	4	LF	\$ 162	\$ 20	\$ -	\$ 182
Install Wall Penetrations	7	EA	\$ 227	\$ 105	\$ -	\$ 332
Install Dowels	39	EA	\$ 649	\$ 585	\$ -	\$ 1,234
Install Sealant	8	LF	\$ 156	\$ 12	\$ -	\$ 168
Install Expansion Joint	60	SF	\$ 162	\$ 210	\$ -	\$ 372
Sandblast 2	81	SF	\$ 574	\$ -	\$ -	\$ 574
Install Anchors	16	EA	\$ 1,622	\$ 160	\$ -	\$ 1,782
Grout Supports	29	EA	\$ 1,538	\$ 145	\$ -	\$ 1,683
Place Grout	7	CY	\$ 1,538	\$ -	\$ -	\$ 1,538
Foreman Truck	100%	49.0	HR	\$ 1,450	\$ -	\$ 1,450
Scissor Lift (% FORM)	100%	2.0	DAY	\$ 320	\$ -	\$ 320
Reach Lift (% FORM)	100%	2.0	DAY	\$ 936	\$ -	\$ 936
Crane - 80 Ton (% FORM)	100%	4.0	DAY	\$ 5,240	\$ -	\$ 5,240
Concrete Pumping	28 Meter Pump	49.0	CY	\$ -	\$ -	\$ 980
BI 1 - EQ Basin Changes	49	CY	\$ 33,573	\$ 10,270	\$ 980	\$ 44,823



Staff Report

TO: City Council

FROM: Todd Parton, City Manager

DATE: June 16, 2020

SUBJECT: **Review of Local Emergency Declaration Established via the Adoption of City of Beaumont Resolution No. 2020-07 Adopted on March 17, 2020**

Background and Analysis:

On March 17, 2020, the City Council passed and approved Resolution No. 2020-07 ("Resolution") which authorized the City Manager to execute a declaration of the existence of a local emergency in the City of Beaumont. Approval of the Resolution was in response to the declaration by the World Health Organization (WHO) of the COVID – 19 pandemic, Governor Gavin Newsom's declaration of a state of emergency for all California, and the increase of infections within the City of Beaumont and the immediate area.

The emergency declaration must be reviewed every 60 days in order to determine whether conditions exist for its continuance. This emergency declaration was reviewed by the City Council on May 5, 2020, and was not modified.

The City Council's adoption of Resolution No. 2020-07 established the existing emergency declaration and empowered the City Manager to:

1. Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency;
2. Obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property, and to bind the City for the fair value thereof;
3. Require emergency services of any City officer or employee, and, in the event of the proclamation of a state of emergency in Riverside County, to command the aid of as many citizens of Beaumont as is deemed necessary by the City Manager for the execution of the City Manager's duties; such persons shall be

entitled to all privileges, benefits and immunities as are provided by state law for registered disaster service workers;

4. Requisition necessary personnel or material to any City department or agency; and
5. Execute all ordinary duties and powers of the City Manager as well as special powers conferred by the Beaumont Municipal Code, by resolution or emergency plan adopted by the City Council, and all other powers conferred by the City Council and any other lawful authority.

As of the time that this memorandum was prepared, there had been no significant cessation of the conditions that originally warranted the adoption of Resolution No. 2020-07. The COVID – 19 pandemic originally declared by the WHO was still in place, Governor Newsom’s emergency declaration remained in effect, and new cases of infection were still being diagnosed within Beaumont’s immediate area.

Should Beaumont’s emergency declaration remain in effect, it will be brought back to the City Council for consideration no later than August 4, 2020. Should the City Council desire that a local emergency declaration is no longer required, an amending resolution will be presented for City Council consideration at the next regular City Council meeting of July 7, 2020, or earlier at a special meeting convened by the City Council for that purpose.

Fiscal Impact:

There are no costs resulting from the continuation of a local state of emergency. City staff estimates that preparation of this report cost to be approximately \$75.

Recommended Action:

City staff recommends that there be no change regarding the local emergency declaration. This is due to the fact that there have been no significant changes in the original conditions, a State emergency declaration remains in effect and local emergency declaration helps to ensure that Beaumont remains eligible for federal and state emergency aid.

Attachments:

- A. City of Beaumont Resolution No. 2020-07

RESOLUTION NO. 2020-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT
AUTHORIZING THE CITY MANAGER TO EXECUTE A DECLARATION OF THE
EXISTENCE OF A LOCAL EMERGENCY IN THE CITY OF BEAUMONT**

WHEREAS, the health, safety, and welfare of persons in Beaumont are presently at risk due to the increasing number of cases of the coronavirus (COVID-19) across the state; and

WHEREAS, the World Health Organization declared COVID-19 a pandemic; and

WHEREAS, on March 4, 2020 California Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, the increase of reported cases and deaths associated with COVID-19 has also prompted the County of Riverside on March 10, 2020 to proclaim a local and public health emergency; and

WHEREAS, on March 15, 2020 California Governor Newsom held a press conference to announce that individuals 65 and older or vulnerable to COVID-19 must practice home isolation and bars, night clubs, wineries, and breweries should close in California while restaurants should run at 50% capacity to maximize social distancing; and

WHEREAS, the City Council desires to protect the health, safety, and welfare of the public and residents of the City of Beaumont;

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

Section 1. The City Council hereby declares a local emergency by way of this resolution and by way of authorizing the City Manager to execute and issue the attached Declaration of the Existence of a Local Emergency (“Declaration”). The City Manager is authorized to make any amendments and/or modifications to the attached Declaration he deems necessary to protect the health, safety, and welfare of the public and issue further orders as necessary or appropriate.

Section 2. The local emergency shall remain in effect until such time that the Council determines that the emergency conditions have been abated.

Section 3. This Resolution shall take effect immediately upon its passage and adoption.


MOVED, PASSED, and ADOPTED this 17th day of March, 2020, by the following vote:

AYES: White, Martinez, Carroll, Lara, Santos

NOES:

ABSTAIN:

ABSENT:

By: 

Rey Santos, Mayor
City of Beaumont

ATTEST:

By: 

Nicole Wheelwright, City Clerk
City of Beaumont

**DECLARATION OF THE EXISTENCE OF A LOCAL EMERGENCY
CITY OF BEAUMONT**

March 17, 2020

WHEREAS, Beaumont Municipal Code section 2.28.020 empowers the City Manager, to proclaim the existence or threatened existence of a local emergency when the City is exposed to an actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City; and

WHEREAS, the City Manager of the City of Beaumont, does hereby find that:

1. Threatened existence of conditions of extreme peril to the health and safety of persons in Beaumont are present as a result of the increasing spread of novel coronavirus (COVID-19) across the state; and
2. The federal Centers for Disease Control and Prevention has confirmed multiple cases of individuals who have severe respiratory illness caused by a novel coronavirus, called COVID-19, as well as deaths caused by this illness; and
3. The World Health Organization declared COVID-19 a pandemic; and
4. On March 4, 2020 California Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and
5. The increase of reported cases and deaths associated with COVID-19 has also prompted the County of Riverside on March 10, 2020 to proclaim a local and public health emergency; and
6. On March 15, 2020 California Governor Newsom held a press conference to announce that individuals 65 and older or vulnerable to COVID-19 must practice home isolation and bars, night clubs, wineries, and breweries should close in California while restaurants should run at 50% capacity to maximize social distancing; and
7. A proclamation of a local emergency will assist in a coordinated public health response to reduce transmission and illness severity, provide assistance to health care providers, coordinate and mitigate public services that may be disrupted from this emergency, and mitigate any other effects of this emergency on the citizens of the City; and
8. Under California Government Code section 8630(b) and Beaumont Municipal Code section 2.28.040, a proclamation of local emergency must be ratified by the City Council within seven (7) days to remain in effect.

NOW, THEREFORE, IT IS HEREBY DECLARED, that a local emergency now exists throughout the City; and

IT IS FURTHER DECLARED AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law, ordinances, and resolutions of the City of Beaumont; and

The local emergency shall remain in effect until such time that the Council determines that the emergency conditions have been abated; and

IT IS FURTHER DECLARED AND ORDERED that, without limiting the nature of the foregoing, the City Manager or his designee pursuant to Chapter 2.28 of the Beaumont Municipal Code, is empowered:

(A) To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency;

(B) To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property, and to bind the City for the fair value thereof;

(C) To require emergency services of any City officer or employee and, in the event of the proclamation of a state of emergency in Riverside County, to command the aid of as many citizens of this community as he deems necessary in the execution of his duties; such persons shall be entitled to all privileges, benefits and immunities as are provided by state law for registered disaster service workers;

(D) To requisition necessary personnel or material to any City department or agency; and

(E) To execute all of his ordinary power as City Manager, all of the special powers conferred upon him by Chapter 2.12 of the Beaumont Municipal Code or by resolution or emergency plan pursuant thereto adopted by the City Council, all powers conferred upon him by any statute, by any agreement approved by the City Council, and by any other lawful authority.

March 14, 2020



Todd Parton,
City Manager

APPROVED AS TO LEGAL FORM:



John O. Pinkney, City Attorney



Staff Report

TO: City Council
FROM: Todd Parton, City Manager
DATE: June 16, 2020
SUBJECT: **Procedures and Timing for Conducting Public Meetings in the Beaumont Council Chambers**

Background and Analysis:

City staff is requesting direction from the City Council on the timing and protocols for re-opening public meetings to the general public. As Beaumont businesses continue to reopen and the community becomes more active, City staff anticipates that it will be necessary to allow the general public to physically attend all public meetings in a manner that helps to ensure personal safety.

City staff recommends that the following protocols be established for reopening public meetings to the general public:

1. Six feet of physical separation to be maintained for all elected and appointed located on the dais,
2. Six feet of physical separation to be maintained for public seating (this will limit seating within the chambers to 3),
3. Phone-in and emailed public comments to remain an option for public input,
4. Queuing outside the chambers to be allowed provided that six feet of social distancing is maintained within the building,
5. Face masks to be required of all individuals in attendance (includes City elected and appointed officials, City staff, members of the public),
6. Any individuals who have a fever or who are exhibiting signs of illness to be prohibited from physically attending,
7. Any individuals queuing outside of the building are to be encouraged to observe social distancing protocols and to wear face masks, and
8. All applicable health and safety guidelines and orders are to be observed.

City staff will be prepared to facilitate in-person attendance at public meetings beginning in July.

Fiscal Impact:

City estimates that preparation of this report cost approximately \$250.

Recommended Action:

City staff recommends that the City Council affirm the meeting protocols outlined in this report and direct City staff on its desired timeline to allow in-person attendance at public meetings.



Staff Report

TO: City Council
FROM: Todd Parton, City Manager
DATE: June 16, 2020
SUBJECT: Report by the COVID-19 Recovery Ad Hoc Committee on the “Beaumont – Back to Business Program”

Background and Analysis:

At a special meeting of Friday, March 22, 2020, the Beaumont City Council created an ad hoc committee tasked to develop a program to help guide the community toward economic recovery required as a result of the COVID-19 pandemic shut-down. Ad hoc committee members are Mayor Rey Santos and Councilmember Julio Martinez.

The ad hoc committee began actively working on the project in conjunction with a City staff support team that was comprised of employees from the Economic Development, Public Information, Police, and Human Resources departments.

Ad hoc committee members established five objectives for the effort as follows:

1. Provide a basis of understanding for where the local business community is now,
2. Identify where the business community is going,
3. Establish where businesses are in the continuum of the State’s recovery plan,
4. Identify what businesses need in order to get started or get back to normal, and
5. Identify how the City of Beaumont might facilitate reopening local businesses.

Additionally, the ad hoc committee titled this effort the “Beaumont – Back to Business Program.”

Committee efforts were comprehensive and included a proactive outreach effort to local businesses, the general public, and local labor groups. Separate surveys were conducted for the business community and for the general public. The business survey was designed to find out how familiar businesses were with the State and County recovery plans and related guidance, whether businesses had pursued and/or received financial assistance, and whether they planned to apply for financial assistance. The

general public survey was designed to find out how comfortable citizens were with getting back to business as usual and what businesses might do to make them feel confident to patronize their establishments.

In total, there were 42 responses to the business survey which represents approximately 8 percent of the City's brick and mortar establishments, and 226 responses to the citizen survey.

In addition to the business surveys, nearly 200 of Beaumont's businesses were contacted by ad hoc committee members, Economic Development and Police Department staff. Through these contacts, the "Beaumont – Back to Business" program was explained, businesses were invited to provide feedback and encouraged to fill out the business survey.

A total of 226 surveys were completed by members of the general public. The survey was structured so that responses from the Solera and Four Seasons communities could be segregated from the general public in order to determine if there were any significant deviation between the senior population and the population as a whole.

City staff was able to identify 12 labor groups that represent Beaumont's local work force. Each labor group was contacted to identify key labor issues and acceptable list strategies to mitigate health and safety concerns. A guidance document was developed and submitted back to the labor groups for a final review, which has been completed. The final draft of the guidance document is attached to this report.

In addition to these various outreach and communication efforts, the ad hoc committee oversaw the creation of a "Beaumont – Back to Business" web page on the City's website. This page was developed as a business resource to provide an update on COVID-19 conditions and information and links on various business resources. Information on this web page include:

- Comprehensive business support toolkit;
- Links to County, State, and Federal business development websites;
- Links to restaurant meal delivery programs;
- Interactive table highlighting the State Resilience Roadmap with industry guidance;
- Links to the Riverside County business reopening framework; and
- Online form for local business owners to submit concerns.

Highlights of the business survey are as follows:

- 37% of respondents said that their businesses were forced to close,
- 29% of respondents said that their businesses lost customers,
- 50% of respondents said that they were familiar or very familiar with Governor Newsom's Resilience Roadmap,
- 55% of respondents said that they were familiar or very familiar with Riverside County's Reopening Framework,
- 76% of respondents said that they would not have difficulty meeting guidance requirements for reopening, and
- 67% of respondents said that they did not intend to apply for financial assistance.

Highlights of the general citizen and senior citizen surveys are as follows:

- 59% of the general citizenry reported that they were very comfortable or somewhat comfortable getting to business as usual as opposed to 69% of the senior citizen responses,
- 74% of the general citizenry stated that the COVID-19 pandemic changed their spending habits as opposed to 83% of the senior citizen responses:
 - 27% of the general citizenry said that they increased online shopping as opposed to 50% for the senior citizens,
 - 22% of the general citizenry said that they were eating more at home as opposed to 33% for the senior citizens,
 - 42% of the general citizenry said that they were spending less in general as opposed to 48% for the senior citizens,
- 28% of the general citizenry said that they were looking forward to dining and entertainment once the economy reopened as opposed to 44% for the senior citizens,
- 30% of the general citizenry said that they were looking forward to travel and recreation once the economy opened as opposed to 18% for the senior citizens,
- 42% of the general citizenry said that wearing masks would make them feel safe and confident when returning to their favorite business as opposed to 56% for senior citizens,
- 40% of the general citizenry said that social distancing would make them feel safe and confident when returning to their favorite business as opposed to 47% for senior citizens, and
- 45% of the general citizenry said that in increase in sanitation would make them feel safe and confident when returning to their favorite business as opposed to 40% for senior citizens.

A final report summarizing the survey results and the labor guidance document is being prepared. This report will be posted on the “Beaumont – Back to Business” web page and will be readily available to the general public.

Fiscal Impact:

City estimates that preparation of this report cost approximately \$6,200.

Recommended Action:

This report is provided for informational purposes and no action is required.

Attachments:

- A. Local Business Survey
- B. Citizen Survey
- C. Labor Guidance Document

City of Beaumont
Back to Business - Business Survey Results
12-Jun-20

Question	Total	
	Count	%
1. How, if any, has your business been affected by the COVID-19 pandemic?		
Forced to close	15	33%
Loss of customers	12	27%
Change in policy	6	13%
No impact	5	11%
Increase in business	4	9%
Financial problems	3	7%
2. How familiar are you with the Governor's Resilience Roadmap? Please rate on a scale of 1 (not familiar) to 5 (very familiar)?		
1	6	14%
2	5	12%
3	10	24%
4	9	21%
5	12	29%
3. How familiar are you with the State issued guidance for reopening your business? Please rate on a scale of 1 (not familiar) to 5 (very familiar).		
1	1	2%
2	6	14%
3	6	14%
4	9	21%
5	20	48%
4. How familiar are you with the County's Reopening Framework? Please rate on a scale of 1 (not familiar) to 5 (very familiar).		
1	2	5%
2	5	12%
3	12	29%
4	10	24%
5	13	31%
5. Have you, or do you expect, to have difficulty meeting the guidance requirements for your sepcific industry? If yes, please provide comments.		
Yes	9	21%
No	32	76%
No Responses	1	2%
Expect problems with implementation	8	53%
Not sure	4	27%
No issues with implementing	2	13%
6. As the economy reopens, what challenges do you foresee in your business?		
Change in customer behavior	13	33%
No challenges	8	20%
Implementing safety protocols	6	15%
Other	13	33%
7. Do you intend to apply for assistance?		
Do not require assistance	7	28%
Too much red tape/too difficult	4	16%
Do not qualify	4	16%
Other	10	40%

City of Beaumont
Back to Business - Citizen Survey Results
12-Jun-20

Question	General Public		Senior Citizens		Total	
	Count	%	Count	%	Count	%
1. How comfortable are you about getting back to "business as usual?"						
Very Comfortable	56	41%	26	29%	82	36%
Somewhat Comfortable	33	24%	33	37%	66	29%
Uncomfortable	47	35%	28	31%	75	33%
Not Sure	0	0%	2	2%	2	1%
No Response	0	0%	1	1%	1	0%
2. Has the COVID-19 pandemic changed your spending habits? Please explain.						
Yes	95	70%	73	81%	168	74%
No	41	30%	17	19%	58	26%
No Response	0	0%	0	0%	0	0%
Increase in online shopping	24	18%	21	23%	45	20%
Eating more at home	20	15%	14	16%	34	15%
Spending less in general	37	27%	20	22%	57	25%
Eating out more often	3	2%	6	7%	9	4%
Staying home/no spending	2	1%	12	13%	14	6%
Less spent on gasoline	7	5%	0	0%	7	3%
Other	43	32%	17	19%	60	27%
3. What are you most looking forward to doing once the economy is reopened?						
Dining/entertainment	37	25%	39	34%	76	29%
Travel/recreation	40	27%	16	14%	56	21%
Visiting family & friends	15	10%	12	10%	27	10%
Shopping	22	15%	21	18%	43	16%
Beauty/grooming & fitness	16	11%	19	16%	35	13%
Medical appointments	0	0%	4	3%	4	2%
Return to school	7	5%	0	0%	7	3%
Return to work	5	3%	0	0%	5	2%
Religious service	6	4%	5	4%	11	4%
4. Please list 3 things you are looking for to make you feel safe and confident when you return to your favorite business.						
Wearing of masks	55	27%	50	36%	105	31%
Social distancing/Decreases occupancy	53	26%	42	30%	95	28%
Increase in sanitization	59	29%	36	26%	95	28%
Vaccine	4	2%	6	4%	10	3%
Not concerned	22	11%	6	4%	28	8%
Increase in testing	4	2%	0	0%	4	1%
No masks	4	2%	0	0%	4	1%

Labor Groups:

- UFCW (Stater Bros)
- SEIU
- AFSCME
NAP – Postal Employees
- CSEA - Classified School Employees
- CTA - Teachers
- IBEW
- IUOE
- Teamsters
- Laborers
- Carpenters
- + Several Temp Agencies

Identified the Following Employee Concerns:

1. Ensuring Facility Cleanliness & Communication about measures being taken – Daily sanitizing / airducts / ventilation system
2. Strick policy about staying home if ill
3. Proper PPE Available – masks/hand sanitizer/disinfectant spray
4. Proper protection & barriers from public / signs in common areas about social distancing
5. Screening Employees/Visitors for fevers and/or symptoms
6. Social Distancing Techniques: Staggered shifts / re-working work space to ensure 6 ft of separation / restrict in person meetings / limited customer contact – appointments only perhaps?
7. Flexible work schedules – still allowing some work from home
8. Counseling options
9. Guaranteed Hours – to compare the \$600 additional unemployment benefit
10. Protection from unfair termination/discipline due to sick leave usage (80 hour emergency paid sick leave)



ROXANN M. VOTAW
votaw@sbemp.com
FIRM ADMINISTRATOR

REPLY TO:
Palm Springs, California

JUNE 2, 2020

CITY OF BEAUMONT PROFESSIONAL SERVICES THRU: 5/31/2020

TOTAL DUE: \$98,144.20

Sincerely,
SBEMP, LLP

By: Roxann M Votaw

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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Costa Mesa, CA
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1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

JUNE 2, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Peters

Professional services through: 4/30/2020:

Invoice # 58191

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$24,250.50

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

1800 E. Tahquitz Canyon Way
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JUNE 2, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Urban Logic

Professional services through: 5/13/2020:

Invoice # 58192

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$14,067.00

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Facsimile 760-322-2107

JUNE 2, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Norton Rose

Professional services through: 5/26/2020:

Invoice # 58218

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$14,369.50

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

JUNE 2, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Blake

Professional services through: 5/31/2020:

Invoice # 58193

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$1,650.00

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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SBEMP

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Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

JUNE 2, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Hatcher

Professional services through: 5/31/2020:

Invoice # 58194

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$962.50

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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JUNE 2, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Loandepot

Professional services through: 5/31/2020:

Invoice # 58195

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$27.50

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JUNE 2, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*McFarlinAnder

Professional services through: 5/31/2020:

Invoice # 58196

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$1,155.00

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JUNE 2, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*MV

Professional services through: 5/31/2020:

Invoice # 58198

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$55.00

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JUNE 2, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Pucio

Professional services through: 5/31/2020:

Invoice # 58200

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$247.50

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JUNE 2, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*RSI

Professional services through: 5/31/2020:

Invoice # 58202

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$4,950.00

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JUNE 2, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*TalleyAguirre

Professional services through: 5/31/2020:

Invoice # 58203

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$3,877.50

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JUNE 2, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*ULC Defense

Professional services through: 5/31/2020:

Invoice # 58204

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$2,997.50

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JUNE 2, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Wallis Receiv

Professional services through: 5/31/2020:

Invoice # 58205

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

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JUNE 2, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-3rdPartyClaim

Professional services through: 5/31/2020:

Invoice # 58206

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$13.00

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JUNE 2, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Labor&Employ

Professional services through: 5/31/2020:

Invoice # 58208

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$2,796.30

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JUNE 2, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-OverRetainer

Professional services through: 5/31/2020:

Invoice # 58209

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$16,873.40

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JUNE 2, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-PW2020-0438

Professional services through: 5/31/2020:

Invoice # 58210

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$478.00</u>

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JUNE 2, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Retainer

Professional services through: 5/31/2020:

Invoice # 58211

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$7,500.00

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JUNE 2, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
COVID19-Beaumont

Professional services through: 5/31/2020:

Invoice # 58212

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$1,434.00

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MEMORANDUM

To: City of Beaumont
From: Townsend Public Affairs
Date: June 12, 2020
Subject: Legislative Report for the City of Beaumont

State Legislative Update

The Legislature has been busy putting together a budget deal that must be passed by June 15, 2020. Currently an agreement has not been reached between the Administration and Legislative leadership. All budget bills must be in print by Friday, June 12, 2020 to meet the 72 hour in print rule.

Below are the upcoming tentative dates for the Legislature.

June 15: Budget must be passed by midnight

June 19: Last day for fiscal committees to report bills to the floor

June 15 – 19: Assembly Floor session only

June 22 – 26: Senate Floor session only

June 25: Last day for a legislative ballot measure to qualify for the November General Election

June 26: Last day for each house to pass bills introduced in that house

Budget

TPA will provide a full report to the council on the budget act after the June 15 vote. There will be hearings and negotiations throughout the weekend. SB 74 is a budget bill that includes \$500 million in CARES Act funding for cities for COVID-19 related expenditures. TPA continues to advocate for direct distribution to cities with a population less than 300,000.

Judicial Council Decision on Bail Schedules:

California Chief Justice Tani G. Cantil-Sakauye and the Judicial Council of California voted to end the COVID-19 emergency bail schedule, as California begins a phased re-opening and courts restore services that had been stalled due to the COVID-19 pandemic.

The temporary bail schedule that had set bail at \$0 for people accused of misdemeanors and lower-level felonies will be rescinded, effective Saturday June 20, 2020.

However, members of the Judicial Council are urging local courts to continue to use the emergency COVID-19 bail schedule where necessary to protect the health of the community, the courts, and the incarcerated.

They are also asking courts to report back by June 20 on whether they plan to keep the COVID-19 emergency bail schedule, or another reduced bail schedule.

Federal Legislative Update

States and cities suffering from impacts of the coronavirus would get at least \$500 billion in additional aid from Congress under two recent proposals, if lawmakers and the Trump Administration can hash out their differences over the size of the aid package, restrictions on states with pre-existing budget shortfalls, and allocations for the District of Columbia, tribal governments, and smaller towns.

Lawmakers doled out \$150 billion under the CARES Act for state and local governments to pay for unbudgeted expenses tied to the COVID-19 emergency, but those funds were restricted in usage and could not be used to replace lost revenue.

House Democrats proposed about \$915 billion in additional payments to state and local governments as part of the Heroes Act (H.R. 6800), a sweeping coronavirus relief package that the chamber passed in May, largely along party lines.

Another proposal, called the SMART Act (H.R. 6954, S. 3752), would provide \$500 billion in state and local aid. The legislation was introduced last month by Sen. Bob Menendez (D-NJ) and Rep. Mikie Sherrill (D-NJ) and has bipartisan support in both chambers.

Upcoming Funding Opportunities

The last few months have continued to see unprecedented events unfold across the nation. Federal, state and local budgets all continue to be impacted and governments are attempting their best to prioritize and respond to funding needs. Several existing funding programs continue to move forward as scheduled but many have been delayed while jurisdictions reassess and work to address the nation's most urgent health and safety needs.

TPA plans to continue providing updates on existing grant programs through this monthly report but will also track and report on new COVID-19 specific funding sources in a stand-alone document, that you, staff and residents may be able to take advantage of.

Upcoming Grants to Watch:

Name	Awards & Match	Description	Timeline
CA Natural Resources Agency: Environmental Enhancement and Mitigation (EEM) Program	\$500,000 Max for Development Projects \$1 million Max for Acquisitions No Match	The EEM is an annual program that provides funding to mitigate environmental effects caused by new or modified state transportation facilities, including the categories of urban forestry, resource lands, and mitigation projects beyond the scope of the lead agency.	Deadline TBD, solicitation expected in coming months
National Endowment for the Arts: Our Town Grant Program	\$25,000 Min. Award	Our Town grants support projects that integrate arts, culture, and design activities into efforts that strengthen communities by	August 6, 2020

	\$150,000 Max Award 1 to 1 Match	advancing local economic, physical, and/or social outcomes. Projects require a partnership between a local government entity and nonprofit organization, one of which must be a cultural organization;	
Caltrans: Highway Safety Improvement Program (HSIP) Cycle 10b	\$100,000 Min. Award \$10 million Max Award 10% non-Federal Match	The purpose of the HSIP program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned public roads and roads on tribal land.	September 4, 2020
Caltrans – California Transportation Commission (CTC): Active Transportation Program (ATP) Cycle 5	\$250,000 Min. Award for infrastructure projects. No Min. for non-infrastructure projects No Max Award No Match, points awarded for leveraging cash funds	The purpose of ATP is to encourage increased use of active modes of transportation in California. This program will fund the following active transportation project types: <ul style="list-style-type: none"> • Infrastructure • Plans (for DAC communities) • Non-Infrastructure • Quick-Build Project Pilot 	September 15 Postponed from June 15