



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

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

550 E 6th Street, Beaumont, Ca
Tuesday, April 16, 2019

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

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

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

Page

CLOSED SESSION

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

CALL TO ORDER

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

1. Public Comments Regarding Closed Session

2. Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) & (e)(1)
Special Legal Counsel: Eric S. Vail; Burke, Williams & Sorensen, LLP -
One (1) Item

3. Conference with Legal Counsel Regarding Pending Litigation Pursuant to Government Code Section 54956.9(d)(1) (One Case: Beaumont adv:

Adjourn to Closed Session

REGULAR SESSION

CALL TO ORDER

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

Report out from Closed Session:

Action on any Closed Session items:

Action on any requests for excused absence:

Pledge of Allegiance:

Approval/Adjustments to Agenda:

Conflict of Interest Disclosure:

ANNOUNCEMENTS/RECOGNITIONS/PROCLAMATIONS/CORRESPONDENCE

1. Mental Health Month Proclamation

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 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 Council from discussing or taking actions brought up by your comments.

CONSENT CALENDAR

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

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

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 2. Ratification of Warrants dated March 28, 2019
Item 2 | 7 - 23 |
| 3. Approval of Minutes dated April 2, 2019
CC Minutes 04.02.19 | 25 - 32 |
| 4. Performance Bond Acceptance for Lassen Development
Item 4 | 33 - 65 |
| 5. Tentative Tract Map 33680 (East Olive Avenue south of Lana Way) One-Year Time Extension
Item 5 | 67 - 69 |
| 6. City Approval of Change Order No. 6 for the Wastewater Treatment Plant Upgrade/Expansion Project for EDI Fine/Coarse Bubble Diffuser Equipment in the Amount Not to Exceed \$24,298 | 71 - 85 |

[Item 6](#)

7. **City Council Approval of Change Order No. 6 with WEKA, Inc. for Changes and Modifications to Brine Line Installation on 4th Street and Potrero Rd. in an Amount not to Exceed \$12,821.87 and Approval of Change Order No. 7 with T.E. Roberts, Inc., for Unknown Utility Crossings and Associated Potholing in an Amount not to Exceed \$14,300** 87 - 139

[Item 7](#)

PUBLIC HEARINGS

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

8. **Continue the Public Hearing from March 19, 2019, and Consider an Amendment to Table 17.03-3 Permitted Uses in Base Zone and Table 17.03-4 Permitted Uses in Overlay Zone Districts** 141 - 151
- Recommended Council Action(s):
1. Hold a public hearing; and
 2. Consider "An Ordinance of the City Council of the City of Beaumont, California Amending Table 17.03-3 'Permitted Uses for Base Zone Districts' and Table 17.03-4 'Permitted Uses for Overlay Zone Districts' within Chapter 17 'Zoning of the Beaumont Municipal Code"

[Item 8](#)

ACTION ITEMS

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

9. **Economic Development Committee - Member Appointments** 153 - 154
- Recommended Council Action(s):
1. Appoint Dr. Ebon Brown and Rob Moran to the Economic Development Committee.

[Item 9](#)

10. **Bill of Sale Between the City of Beaumont and Pardee Homes for the Conveyance of a Building and Related Improvements Located at 1580 E 8th Street to the City of Beaumont** 155 - 160
- Recommended Council Action(s):
1. Acceptance of the bill of sale and authorize City staff to proceed with the preparation of the building for City operations.

[Item 10](#)

11. **Presentation on Current and Proposed Housing Legislation, Its Impacts on the City of Beaumont and Direction to City Staff to Establish a Position** 161 - 165
- Recommended Council Action(s):
1. Discuss and provide direction to staff and;
 2. Authorize staff to submit a letter stating the City's official position on the Governor's trailer bill.

[Item 11](#)

12. **Schedule the Time, Date and Place for a Joint Workshop between the Beaumont Cherry Valley Water District Board and the Beaumont City Council** 167 - 175
- Recommended Council Action(s):

1. Confirm the time, date, and place for a joint meeting of the District and the City regarding the MOU between the agencies as it relates to the delivery of recycled water from the City to the District for:
Time: 6 p.m.
Date: Thursday, April 25, 2019
Place: Beaumont Cherry Valley Water District
Board Chambers
560 Magnolia Ave.
Beaumont, Ca 92223

[Item 12](#)

13. Consider Adopting a List of Projects Funded by SB 1: The Road Repair and Accountability Act 177 - 191

Recommended Council Action(s):

1. Waive the full reading and approve by the title only, "A Resolution of the City Council of the City of Beaumont to Adopt a List of Projects Funded by SB 1: The Road Repair and Accountability Act."

[Item 13](#)

14. Approve Professional Services Agreement to Michael Baker International for Design Services of Beaumont Avenue Rehabilitation and Annual Slurry Seal Project in the Amount Not to Exceed \$102,270 and Authorize the City Manager to Sign Change Orders up to an Additional \$20,000 for a Total Not to Exceed Contract of \$122,270 193 - 251

Recommended Council Action(s):

1. Award professional services agreement to MBI for design services of Beaumont Avenue Rehabilitation and Annual Slurry Seal Project in the amount not to exceed \$102,270 and authorize the City Manager to sign change orders up to an additional \$20,000 for a total not to exceed \$122,270.

[Item 14](#)

[Item 14 Attachment A](#)

[Item 14 Attachment B](#)

[Item 14 Attachment C](#)

[Item 14 Attachment D](#)

[Item 14 Attachment E](#)

[Item 14 Attachment F](#)

[Item 14 Attachment G](#)

15. Approve a Professional Services Agreement with Burrtec Waste Industries, Inc., to Provide Sludge Hauling Services for the Wastewater Treatment Plant in the Amount not to Exceed \$486,760 Per Year 253 - 295

Recommended Council Action(s):

1. Approve a professional services agreement with Burrtec Waste Industries, Inc., to provide sludge hauling services for the Wastewater Treatment Plant in the amount not exceed \$486,760 per year.

[Item 15](#)

[Item 15 Attachment A](#)

[Item 15 Attachment B](#)

[Item 15 Attachment C](#)

16. Discussion Regarding Wireless Telecommunications Facilities within the City 297 - 304

Recommended Council Action(s):

1. Receive and provide direction to staff.

[Item 16](#)

17. Reimbursement of Travel Expenses to Mayor Julio Martinez 305 - 306

Recommended Council Action(s):

1. Approve the reimbursement request in the amount of \$82.36.

[Item 17](#)

18. Reimbursement of Travel Expenses to Council Member Lloyd White 307 - 309

Recommended Council Action(s):

1. Approve reimbursement request in the amount of \$111.20.

[Item 18](#)

19. Approval of City Attorney Invoices for the Month of March 2019 311 - 329

Recommended Council Action(s):

1. Approve invoices in the amount of \$150,305.24.

[Item 19](#)

20. Legislative Updates and Discussion 331 - 348

[Item 20](#)

COUNCIL REPORTS

- Carroll
- Lara
- Martinez
- Santos
- White

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT

Finance and Audit Committee Report Out and Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

Adjournment of the City Council of the April 16, 2019 Meeting at ____ p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, May 7, 2019, at 5:00 p.m. or thereafter as noted on the posted Agenda for Closed Session items in the City Council Board Room No. 5, followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online www.BeaumontCa.gov



WARRANTS TO BE RATIFIED

Thursday, March 28, 2019

Printed Checks	101488-101555	\$ 1,020,243.10	FY 18/19
EFT	142	\$ 106,606.58	SBEMP
	A/P Total	<u>\$ 1,126,849.68</u>	
Voided Checks	101306	\$ 460.00	California Inland Empire Council
	101324	\$ 8,117.42	Galls
Wires	3/22/2019	\$ 6,600,000.00	Dairy Farms of America - Purchase of brine line capacity
	3/22/2019	\$ 26,188.80	Dairy Farms of America - Cost of operation Jan-Feb 2019
	3/26/2019	\$ 8,637,028.95	SDC Fairway Canyon- Reimbursement for infrastructure related to 1A 2016-1
Bank Drafts	MG Trust	\$ 23,014.15	457 PD 03/15/2019
		\$ 1,178.08	FICA PD 03/15/2019
	Payroll	\$ 442,127.97	PPE 3/21/2019

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2018 - JUNE 30, 2019

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

SIGNATURE: *[Signature]*
 TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Check Report

By Check Number

Date Range: 03/22/2019 - 03/28/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2295	SLOVAK BARON EMPEY MURPHY & PINKNEY	03/28/2019	EFT	0.00	106,606.58	142
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>51967</u>	Invoice	03/27/2019	LEGAL SERVICES	0.00	715.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		715.00	
<u>51968</u>	Invoice	03/27/2019	LEGAL SERVICES	0.00	192.50	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		96.25	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		96.25	
<u>51969</u>	Invoice	03/27/2019	LEGAL SERVICES	0.00	1,151.50	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		1,151.50	
<u>51970</u>	Invoice	03/27/2019	LEGAL SERVICES	0.00	137.50	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		137.50	
<u>51971</u>	Invoice	03/27/2019	LEGAL SERVICES	0.00	4,012.30	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		4,012.30	
<u>51972</u>	Invoice	03/27/2019	LEGAL SERVICES	0.00	979.90	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		979.90	
<u>51973</u>	Invoice	03/27/2019	LEGAL SERVICES	0.00	27.50	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		27.50	
<u>51974</u>	Invoice	03/27/2019	LEGAL SERVICES	0.00	2,647.30	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		2,647.30	
<u>51975</u>	Invoice	03/27/2019	LEGAL SERVICES	0.00	28,178.75	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		28,178.75	
<u>51977</u>	Invoice	03/27/2019	LEGAL SERVICES	0.00	2,035.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		2,035.00	
<u>51978</u>	Invoice	03/27/2019	LEGAL SERVICES	0.00	78.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		78.00	
<u>51979</u>	Invoice	03/27/2019	LEGAL SERVICES	0.00	2,118.50	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		2,118.50	
<u>51980</u>	Invoice	03/27/2019	LEGAL SERVICES	0.00	3,547.50	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		3,547.50	
<u>51981</u>	Invoice	03/27/2019	LEGAL SERVICES	0.00	908.20	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		908.20	
<u>51982</u>	Invoice	03/27/2019	LEGAL SERVICES	0.00	21,159.46	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		21,159.46	
<u>51983</u>	Invoice	03/27/2019	LEGAL SERVICES	0.00	7,500.00	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		7,500.00	
<u>51996</u>	Invoice	03/27/2019	LEGAL SERVICES	0.00	31,217.67	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		31,217.67	
1029	AIR & HOSE SOURCE	03/28/2019	Regular	0.00	192.29	101488
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>344099</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	192.29	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		192.29	
1050	AMAZON CAPITAL SERVICES	03/28/2019	Regular	0.00	334.22	101489

Check Report

Date Range: 03/22/2019 - 03/28/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1C1D-XW9O-JINX</u>	Invoice	03/27/2019	DEPT SUPPLIES	0.00	188.02	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		188.02	
<u>1CCX-NMFP-46G</u>	Invoice	03/27/2019	OFFICE SUPPLIES	0.00	45.76	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		45.76	
<u>1HM3-L7J7-CSFM</u>	Invoice	03/27/2019	DEPT SUPPLIES	0.00	49.24	
	<u>100-1550-7070-0000</u>		SPECIAL DEPT SUPPLIES		49.24	
<u>1HP6-N3PQ-JCYL</u>	Invoice	03/27/2019	OFFICE SUPPLIES	0.00	75.98	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		75.98	
<u>1WWF-FPW1-7V</u>	Credit Memo	03/27/2019	RETURNED GOODS	0.00	-24.78	
	<u>100-1230-7072-0000</u>		COMPUTER SUPPLIES/MA		-24.78	
1100	AUTOZONE	03/28/2019	Regular	0.00	6.45	101490
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>2882814404</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	6.45	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		6.45	
1005	A-Z BUS SALES,INC.	03/28/2019	Regular	0.00	6,552.85	101491
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>01P673557</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	942.58	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		942.58	
<u>01P673733</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	5,280.27	
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE		5,280.27	
<u>01S514829</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	330.00	
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE		330.00	
1127	BEAUMONT DO IT BEST HOME CENTER	03/28/2019	Regular	0.00	510.69	101492
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>467954</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	50.38	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		50.38	
<u>468654</u>	Invoice	03/27/2019	BUILDING MAINTENANCE SUPPLIES FOR F	0.00	11.76	
	<u>100-6000-7085-6055</u>		BLDG MAINT- FIRE STATIO		11.76	
<u>468709</u>	Invoice	03/27/2019	BUILDING MAINTENANCE SUPPLIES FOR F	0.00	1.86	
	<u>100-6000-7085-6055</u>		BLDG MAINT- FIRE STATIO		1.86	
<u>468985</u>	Invoice	03/27/2019	DEPT SUPPLIES	0.00	23.75	
	<u>750-7200-7070-0000</u>		SPECIAL DEPT SUPPLIES		23.75	
<u>469121</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	38.29	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		38.29	
<u>469159</u>	Invoice	03/27/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	21.29	
	<u>100-6000-7085-6048</u>		BLDG MAINT - POOL		21.29	
<u>469185</u>	Invoice	03/27/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	63.55	
	<u>750-7300-7085-0000</u>		BUILDING SUPPLIES/MAI		63.55	
<u>469263</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	102.93	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		102.93	
<u>469307</u>	Invoice	03/27/2019	DEPT SUPPLIES	0.00	16.96	
	<u>100-6050-7070-5400</u>		SPEC DEPT EXP - SPORTS		16.96	
<u>469345</u>	Invoice	03/27/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	17.41	
	<u>100-6000-7085-6060</u>		BLDG MAINT- 713 W 4TH		17.41	
<u>469546</u>	Invoice	03/27/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	106.66	
	<u>750-7000-7085-0000</u>		BUILDING SUPPLIES/MAI		106.66	
<u>469628</u>	Invoice	03/27/2019	DEPARTMENT SUPPLIES - SEWER	0.00	45.68	

Check Report

Date Range: 03/22/2019 - 03/28/2019

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		45.68	
<u>469630</u>	Invoice	03/27/2019	DEPARTMENT SUPPLIES - SEWER	0.00	10.17	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		10.17	
1136	BEAUMONT POWER EQUIPMENT	03/28/2019	Regular	0.00	111.81	101493
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>258</u>	Invoice	03/27/2019	EQUIPMENT SUPPLIES & MAINTENANCE	0.00	16.00	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		16.00	
<u>265</u>	Invoice	03/27/2019	EQUIPMENT SUPPLIES & MAINTENANCE	0.00	57.05	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		57.05	
<u>312</u>	Invoice	03/27/2019	EQUIPMENT SUPPLIES & MAINTENANCE	0.00	38.76	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		38.76	
1140	BEAUMONT SAFE & LOCK	03/28/2019	Regular	0.00	293.51	101494
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>71503</u>	Invoice	03/27/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	293.51	
	<u>750-7000-7085-0000</u>		BUILDING SUPPLIES/MAI		70.00	
	<u>750-7000-7085-0000</u>		BUILDING SUPPLIES/MAI		223.51	
1194	CACEO	03/28/2019	Regular	0.00	430.00	101495
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>200003700</u>	Invoice	03/27/2019	M2 ACADEMY MENIFEE / EMPLOYEE TRAI	0.00	430.00	
	<u>100-2030-7066-0000</u>		TRAVEL, EDUCATION, TRA		430.00	
1194	CACEO	03/28/2019	Regular	0.00	430.00	101496
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>BADGE# 1323004</u>	Invoice	03/27/2019	M2 ACADEMY / EMPLOYEE EDUCATION	0.00	430.00	
	<u>100-2030-7066-0000</u>		TRAVEL, EDUCATION, TRA		430.00	
1204	CALIFORNIA INLAND EMPIRE COUNCIL	03/28/2019	Regular	0.00	460.00	101497
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>RECHARTER 2019</u>	Invoice	03/27/2019	RECHARTER 2019	0.00	460.00	
	<u>240-2310-7096-0000</u>		PROGRAM COSTS - EXPLO		460.00	
3311	CARPET STATION TILE & WOOD, INC	03/28/2019	Regular	0.00	4,547.00	101498
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>16101</u>	Invoice	03/27/2019	CARPET FOR CITY COUNCIL OFFICE	0.00	4,547.00	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		4,547.00	
1250	CHAMBERS GROUP, INC	03/28/2019	Regular	0.00	3,238.45	101499
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>33200</u>	Invoice	03/27/2019	PP2018-0154 ENVIRONMENTAL DOCUME	0.00	3,238.45	
	<u>100-1350-7068-0000</u>		CONTRACTUAL SERVICES		3,238.45	
1258	CHERRY VALLEY NURSERY	03/28/2019	Regular	0.00	72.78	101500
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>T1-0076783</u>	Invoice	03/27/2019	DEPT SUPPLIES	0.00	69.56	
	<u>100-6050-7070-6025</u>		SPEC DEPT EXP - CITY HAL		69.56	
<u>T1-0076969</u>	Invoice	03/27/2019	DEPT SUPPLIES	0.00	3.22	
	<u>100-6050-7070-6025</u>		SPEC DEPT EXP - CITY HAL		3.22	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1296	CLARK'S TOWING	03/28/2019	Regular	0.00	550.00	101501
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>515831</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	250.00	
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE		250.00	
<u>53535</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	300.00	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		300.00	
1307	COLE VOCATIONAL	03/28/2019	Regular	0.00	804.00	101502
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>022810</u>	Invoice	03/27/2019	BUILDING MAINTENANCE	0.00	804.00	
	<u>100-2050-7085-0000</u>		BUILDING SUPPLIES/MAI		804.00	
1328	COUNTY OF RIVERSIDE	03/28/2019	Regular	0.00	50.00	101503
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>03/18/2019-2</u>	Invoice	03/27/2019	NOTICE OF EXEMPTION FOR ENVIRONME	0.00	50.00	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		50.00	
1328	COUNTY OF RIVERSIDE	03/28/2019	Regular	0.00	50.00	101504
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>03/18/2019</u>	Invoice	03/27/2019	NOTICE OF EXEMPTION FOR ENVRNMNTL	0.00	50.00	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		50.00	
1342	CR&R INC.	03/28/2019	Regular	0.00	8,718.60	101505
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>0001932</u>	Invoice	03/27/2019	Street Sweeping Services	0.00	8,718.60	
	<u>100-3250-7068-0000</u>		CONTRACTUAL SERVICES		8,718.60	
1344	CREATIVE BUS SALES, INC	03/28/2019	Regular	0.00	98.80	101506
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>5165232</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	98.80	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		98.80	
1353	CUSTOM TROPHIES	03/28/2019	Regular	0.00	169.70	101507
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>000072</u>	Invoice	03/27/2019	OFFICE SUPPLIES/LOCKER PLATES	0.00	169.70	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		169.70	
1370	DASH MEDICAL GLOVES	03/28/2019	Regular	0.00	113.98	101508
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>INV1141287</u>	Invoice	03/27/2019	DEPT SUPPLIES	0.00	113.98	
	<u>100-2050-7070-0000</u>		SPECIAL DEPT SUPPLIES		113.98	
1398	DEPARTMENT OF ENVIORNMENTAL HEALTH	03/28/2019	Regular	0.00	1,094.00	101509
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>IN0346232</u>	Invoice	03/27/2019	ENVIRONMENTAL HEALTH PERMIT RENE	0.00	1,094.00	
	<u>750-7300-7022-0000</u>		LICENSE, PERMITS, FEES		1,094.00	
1467	EMERGENCY PET HOSPITAL OF REDLANDS	03/28/2019	Regular	0.00	180.00	101510

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>20449</u>	Invoice	03/27/2019	PROFESSIONAL SERVICES	0.00	180.00	
	<u>100-2000-7063-0000</u>		CONTRACTUAL SERVICES		180.00	
1477	ENGINEERING RESOURCES OF SOUTHERN CALII	03/28/2019	Regular	0.00	7,297.44	101511
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>51908</u>	Invoice	03/27/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	130.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		130.00	
<u>51909</u>	Invoice	03/27/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	312.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		312.00	
<u>51910</u>	Invoice	03/27/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	547.45	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		547.45	
<u>51911</u>	Invoice	03/27/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	547.40	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		547.40	
<u>51912</u>	Invoice	03/27/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,265.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		1,265.00	
<u>51913</u>	Invoice	03/27/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,853.25	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		2,853.25	
<u>51914</u>	Invoice	03/27/2019	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,642.34	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		1,642.34	
3513	ERNEST ELMER, INC	03/28/2019	Regular	0.00	750.00	101512
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>50940363</u>	Invoice	03/27/2019	PROFESSIONAL SERVICES	0.00	750.00	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		750.00	
1501	FAIRVIEW FORD	03/28/2019	Regular	0.00	405.00	101513
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>576794</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	16.42	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		16.42	
<u>577053</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	81.97	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		81.97	
<u>577099</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	56.32	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		56.32	
<u>580166</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	250.29	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		250.29	
1518	FLYERS ENERGY	03/28/2019	Regular	0.00	1,308.25	101514
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>19-860340</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	559.54	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		559.54	
<u>CFS-1865662</u>	Invoice	03/27/2019	FUEL CARDS	0.00	748.71	
	<u>750-7000-7050-0000</u>		FUEL		0.66	
	<u>750-7100-7050-0000</u>		FUEL		0.66	
	<u>750-7200-7050-0000</u>		FUEL		505.31	
	<u>750-7300-7050-0000</u>		FUEL		0.67	
	<u>750-7400-7050-0000</u>		FUEL		206.07	
	<u>750-7500-7050-0000</u>		FUEL		35.34	
1519	FORD MOTOR CREDIT CO.	03/28/2019	Regular	0.00	2,224.03	101515

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1635362</u>	Invoice 100-2050-8060-0000	03/27/2019	VEHICLE LEASE VEHICLES	0.00	2,224.03	
1533	FRONTIER COMMUNICATIONS	03/28/2019	Regular	0.00	174.28	101516
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>951-769-8537-03</u>	Invoice 100-1230-7015-6050	03/27/2019	PHONE UTILITIES TELEPHONE (4th ST YARD	0.00	65.13	
			PHONE UTILITIES		65.13	
<u>951-922-6646-04</u>	Invoice 700-4050-7015-0000	03/27/2019	PHONE UTILITY TELEPHONE	0.00	109.15	
			PHONE UTILITY		109.15	
1553	GALLS INC.	03/28/2019	Regular	0.00	8,117.42	101517
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>BC0639513-2</u>	Invoice 100-2050-7065-0000	03/27/2019	EMPLOYEE UNIFORMS UNIFORMS	0.00	163.10	
			EMPLOYEE UNIFORMS		163.10	
<u>BC0732024-2</u>	Invoice 100-2050-7065-0000	03/27/2019	EMPLOYEE UNIFORMS UNIFORMS	0.00	716.54	
			EMPLOYEE UNIFORMS		716.54	
<u>BC0732025-2</u>	Invoice 100-2050-7065-0000	03/27/2019	EMPLOYEE UNIFORMS UNIFORMS	0.00	716.54	
			EMPLOYEE UNIFORMS		716.54	
<u>BC0732026-2</u>	Invoice 100-2050-7065-0000	03/27/2019	EMPLOYEE UNIFORMS UNIFORMS	0.00	716.54	
			EMPLOYEE UNIFORMS		716.54	
<u>BC0732027-2</u>	Invoice 100-2050-7065-0000	03/27/2019	UNIFORM MAINTENANCE UNIFORMS	0.00	716.54	
			UNIFORM MAINTENANCE		716.54	
<u>BC0732028-2</u>	Invoice 100-2050-7065-0000	03/27/2019	EMPLOYEE UNIFORMS UNIFORMS	0.00	716.54	
			EMPLOYEE UNIFORMS		716.54	
<u>BC0732030-2</u>	Invoice 100-2050-7065-0000	03/27/2019	EMPLOYEE UNIFORMS UNIFORMS	0.00	716.54	
			EMPLOYEE UNIFORMS		716.54	
<u>BC0732031-2</u>	Invoice 100-2050-7065-0000	03/27/2019	EMPLOYEE UNIFORMS UNIFORMS	0.00	716.54	
			EMPLOYEE UNIFORMS		716.54	
<u>BC0732032-2</u>	Invoice 100-2050-7065-0000	03/27/2019	EMPLOYEE UNIFORMS UNIFORMS	0.00	716.54	
			EMPLOYEE UNIFORMS		716.54	
<u>BC0747680-2</u>	Invoice 100-2050-7065-0000	03/27/2019	EMPLOYEE UNIFORMS UNIFORMS	0.00	1,497.74	
			EMPLOYEE UNIFORMS		1,497.74	
<u>BC0767649-2</u>	Invoice 100-2050-7065-0000	03/27/2019	EMPLOYEE UNIFORMS UNIFORMS	0.00	724.26	
			EMPLOYEE UNIFORMS		724.26	
3406	HENRY ACOSTA	03/28/2019	Regular	0.00	188.56	101518
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>100007</u>	Invoice 100-6050-7037-0000	03/27/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	188.56	
			VEHICLE MAINTENANCE		188.56	
1628	HINDERLITER, de LLAMAS, & ASSOC	03/28/2019	Regular	0.00	4,071.93	101519
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>0030859-IN</u>	Invoice 100-1200-7063-0000	03/27/2019	PROFESSIONAL SERVICES/SALES TAX 1ST CONTRACTUAL SERVICES	0.00	4,071.93	
			PROFESSIONAL SERVICES/SALES		4,071.93	
1632	HOME DEPOT/CREDIT SERVICES	03/28/2019	Regular	0.00	5,475.34	101520
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>1014939</u>	Invoice 100-6050-7070-5500	03/27/2019	DEPT SUPPLIES SPEC DEPT EXP - STEWAR	0.00	62.87	
			DEPT SUPPLIES		62.87	
<u>2011646</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	211.53	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-6000-7085-6060</u>		BLDG MAINT- 713 W 4TH		211.53	
<u>2011731</u>	Invoice	03/27/2019	DEPARTMENT SUPPLIES - STREETS	0.00	239.42	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		239.42	
<u>2014809</u>	Invoice	03/27/2019	DEPT SUPPLIES	0.00	214.31	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		214.31	
<u>2050961</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	27.97	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		27.97	
<u>2050963</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	16.63	
	<u>100-6000-7085-0000</u>		BUILDING SUPPLIES/MAI		16.63	
<u>3023581</u>	Invoice	03/27/2019	DEPT SUPPLIES	0.00	76.75	
	<u>100-6000-7070-6060</u>		SPEC DEPT EXP- 713 W 4T		76.75	
<u>3093530</u>	Invoice	03/27/2019	DEPT SUPPLIES	0.00	969.65	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		969.65	
<u>3093531</u>	Invoice	03/27/2019	DEPT SUPPLIES	0.00	720.85	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		720.85	
<u>4024502</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	48.13	
	<u>100-6000-7085-0000</u>		BUILDING SUPPLIES/MAI		48.13	
<u>4024503</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	44.50	
	<u>100-6000-7085-6060</u>		BLDG MAINT- 713 W 4TH		44.50	
<u>6010089</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	76.79	
	<u>100-6000-7085-0000</u>		BUILDING SUPPLIES/MAI		76.79	
<u>6010090</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	17.18	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL		17.18	
<u>7011050</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	418.81	
	<u>100-6000-7085-6060</u>		BLDG MAINT- 713 W 4TH		418.81	
<u>7014282</u>	Invoice	03/27/2019	DEPARTMENT SUPPLIES	0.00	152.26	
	<u>100-6000-7070-6060</u>		SPEC DEPT EXP- 713 W 4T		152.26	
<u>7020149</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	230.12	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		230.12	
<u>7020191</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	21.49	
	<u>750-7000-7085-0000</u>		BUILDING SUPPLIES/MAI		21.49	
<u>7020192</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	10.74	
	<u>100-6000-7085-6060</u>		BLDG MAINT- 713 W 4TH		10.74	
<u>7020193</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	69.57	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL		69.57	
<u>7020194</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	61.86	
	<u>100-6000-7085-6020</u>		BLDG MAINT - CITY HALL		61.86	
<u>7020195</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	47.42	
	<u>100-6000-7085-6027</u>		BLDG MAINT - CITY HALL		47.42	
<u>7051733</u>	Invoice	03/27/2019	DEPARTMENT SUPPLIES - SEWER	0.00	123.47	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		123.47	
<u>8010965</u>	Invoice	03/27/2019	OFFICE SUPPLIES	0.00	218.84	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		218.84	
<u>8011007</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	367.17	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		367.17	
<u>8014166</u>	Invoice	03/27/2019	DEPT SUPPLIES	0.00	453.71	
	<u>100-6000-7070-6060</u>		SPEC DEPT EXP- 713 W 4T		453.71	
<u>8020005</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	136.14	
	<u>100-6000-7085-6060</u>		BLDG MAINT- 713 W 4TH		136.14	
<u>8031006</u>	Invoice	03/27/2019	DEPARTMENT SUPPLIES - SEWER	0.00	178.72	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		178.72	
<u>8562912</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	18.19	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL		18.19	
<u>8900512</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	150.00	
	<u>100-6000-7085-6050</u>		BLDG MAINT- 713 W 4TH		150.00	
<u>8900516</u>	Credit Memo	03/27/2019	RETURNED GOODS	0.00	-74.15	
	<u>100-6000-7085-0000</u>		BUILDING SUPPLIES/MAI		-74.15	
<u>9023094</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	83.98	
	<u>100-6000-7085-6029</u>		BLDG MAINT - CITY HALL		83.98	
<u>9051659</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	32.29	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL		32.29	
<u>9051660</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	11.57	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL		11.57	
<u>9593227</u>	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	36.56	
	<u>100-6000-7085-0000</u>		BUILDING SUPPLIES/MAI		36.56	
	Void	03/28/2019	Regular	0.00	0.00	101521
	Void	03/28/2019	Regular	0.00	0.00	101522
3516	INLAND WATER WORKS SUPPLY CO	03/28/2019	Regular	0.00	1,224.01	101523
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>S1021201.001</u>	Invoice	03/27/2019	DEPARTMENT SUPPLIES - SEWER	0.00	1,224.01	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		1,224.01	
1769	JZPC PARTY RENTALS, INC	03/28/2019	Regular	0.00	376.20	101524
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>JZSB-10654</u>	Invoice	03/27/2019	MISS BEAUMONT PAGEANT	0.00	376.20	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS		376.20	
1773	KAISER FOUNDATION HEALTH PLAN	03/28/2019	Regular	0.00	130,316.43	101525
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>APRIL 2019</u>	Invoice	03/27/2019	HEALTH INSURANCE	0.00	130,316.43	
	<u>100-1200-6020-0000</u>		HEALTH INSURANCE		6,676.77	
	<u>100-1225-6020-0000</u>		HEALTH INSURANCE		2,980.72	
	<u>100-1230-6020-0000</u>		HEALTH INSURANCE		1,788.41	
	<u>100-1240-6020-0000</u>		HEALTH INSURANCE		1,192.31	
	<u>100-1350-6020-0000</u>		HEALTH INSURANCE		1,788.41	
	<u>100-1550-6020-0000</u>		HEALTH INSURANCE		655.77	
	<u>100-2000-6020-0000</u>		HEALTH INSURANCE		3,576.82	
	<u>100-2050-6020-0000</u>		HEALTH INSURANCE		48,048.78	
	<u>100-2090-6020-0000</u>		HEALTH INSURANCE		10,849.80	
	<u>100-2150-6020-0000</u>		HEALTH INSURANCE		6,676.77	
	<u>100-3100-6020-0000</u>		HEALTH INSURANCE		4,769.13	
	<u>100-3250-6020-0000</u>		HEALTH INSURANCE		7,153.64	
	<u>100-6050-6020-0000</u>		HEALTH INSURANCE		15,261.24	
	<u>700-4050-6020-0000</u>		HEALTH INSURANCE		2,384.57	
	<u>750-7000-6020-0000</u>		HEALTH INSURANCE		2,444.18	
	<u>750-7100-6020-0000</u>		HEALTH INSURANCE		3,099.95	
	<u>750-7200-6020-0000</u>		HEALTH INSURANCE		4,292.32	
	<u>750-7300-6020-0000</u>		HEALTH INSURANCE		5,484.52	
	<u>750-7600-6020-0000</u>		HEALTH INSURANCE		1,192.32	
1784	KEITH HIGHTOWER	03/28/2019	Regular	0.00	1,567.31	101526
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>03/17/19-03</u>	Invoice	03/27/2019	TRAVEL REIMBURSEMENT	0.00	1,567.31	
	<u>100-2150-7066-0000</u>		TRAVEL, EDUCATION, TRA		1,567.31	
1895	M BREY ELECTRIC INC	03/28/2019	Regular	0.00	125.78	101527

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4884	Invoice	03/27/2019	BUILDING SUPPLIES AND MAINTENANCE	0.00	125.78	
	<u>100-6000-7085-6055</u>		BLDG MAINT- FIRE STATIO		125.78	
1936	MDA-MUSCULAR DYSTROPHY ASSOCIATION	03/28/2019	Regular	0.00	22,907.91	101528
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
03/26/2019	Invoice	03/27/2019	OUTSTANDING FUNDS RAISED IN PRIOR Y	0.00	22,907.91	
	<u>870-0000-1050-0000</u>	MDA	OUTSTANDING FUNDS RAISED I		22,907.91	
3373	MIRIAM AVALOS	03/28/2019	Regular	0.00	375.00	101529
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0333	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	375.00	
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE		375.00	
3186	MWH CONSTRUCTORS INC	03/28/2019	Regular	0.00	187,463.35	101530
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1864851	Invoice	03/27/2019	CONSTRUCTION MANAGEMENT FOR WW	0.00	67,462.70	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		67,462.70	
1864852	Invoice	03/27/2019	CONSTRUCTION MANAGEMENT FOR WW	0.00	120,000.65	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		120,000.65	
1984	NAPA AUTO PARTS	03/28/2019	Regular	0.00	833.22	101531
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
080252	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	12.92	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		12.92	
080262	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	12.92	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		12.92	
080382	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	4.84	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		4.84	
080870	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	44.17	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		44.17	
080876	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	10.67	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		10.67	
081204	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	45.18	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		45.18	
081831	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	21.11	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		21.11	
081860	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	301.59	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		301.59	
081958	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	186.36	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		186.36	
081965	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	14.00	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		14.00	
082033	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	67.80	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		67.80	
082038	Credit Memo	03/27/2019	RETURNED GOODS	0.00	-21.11	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		-21.11	
082067	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	23.69	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		23.69	
082361	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	48.51	
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE		48.51	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>082586</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	4.49	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		4.49	
<u>082789</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	11.30	
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE		11.30	
<u>083033</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	4.40	
	<u>100-7050-7037-0000</u>		VEHICLE MAINTENANCE		4.40	
<u>083064</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	8.63	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		8.63	
<u>083365</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	16.69	
	<u>100-2100-7037-0000</u>		VEHICLE MAINTENANCE		16.69	
<u>083960</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	15.06	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		15.06	

	Void	03/28/2019	Regular	0.00	0.00	101532
2009	O'REILLY AUTO PARTS	03/28/2019	Regular	0.00	1,245.95	101533

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>2678-170473</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	269.14	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		269.14	
<u>2678-172238</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	21.54	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		21.54	
<u>2678-173022</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	59.77	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		59.77	
<u>2678-173208</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	21.02	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		21.02	
<u>2678-173355</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	75.96	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		75.96	
<u>2678-173378</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	151.26	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		151.26	
<u>2678-173382</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	156.89	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		156.89	
<u>2678-173476</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	145.90	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		145.90	
<u>2678-174445</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	72.18	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		72.18	
<u>2678-174628</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	157.97	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		157.97	
<u>2678-174676</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	21.46	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		21.46	
<u>2678-175637</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	19.43	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		19.43	
<u>2678-176266</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	256.22	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		256.22	
<u>2678-176310</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	32.31	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		32.31	
<u>2678-176515</u>	Credit Memo	03/27/2019	RETURNED GOODS	0.00	-269.14	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		-269.14	
<u>2678-176573</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	23.16	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		23.16	
<u>2678-177186</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	30.88	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		30.88	

	Void	03/28/2019	Regular	0.00	0.00	101534
2039	PARKHOUSE TIRE, INC.	03/28/2019	Regular	0.00	3,598.05	101535

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2030173412</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	710.60	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		710.60	
<u>2030173713</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	53.34	
	<u>750-7300-7037-0000</u>		VEHICLE MAINTENANCE		53.34	
<u>2030173721</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	1,875.95	
	<u>750-7200-7037-0000</u>		VEHICLE MAINTENANCE		1,875.95	
<u>2030174097</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	565.55	
	<u>100-3250-7037-0000</u>		VEHICLE MAINTENANCE		565.55	
<u>2030174413</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	142.73	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		142.73	
<u>2030174415</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	249.88	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		249.88	
3314	PARKSON CORPORATION	03/28/2019	Regular	0.00	34,722.39	101536
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>AR1/51023433</u>	Invoice	03/27/2019	BIOLAC - A TREATMENT SYSTEM	0.00	40,998.29	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		24,969.92	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		16,028.37	
<u>AR3/51002286</u>	Credit Memo	03/27/2019	BIOLAC - A TREATMENT SYSTEM	0.00	-6,275.90	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		-6,275.90	
2871	PARTS AUTHORITY METRO LLC	03/28/2019	Regular	0.00	186.38	101537
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>062-188569</u>	Invoice	03/27/2019	VEHICLE MAINTENANCE	0.00	186.38	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		186.38	
2083	PROFORMA	03/28/2019	Regular	0.00	174.77	101538
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>9015602608</u>	Invoice	03/27/2019	OFFICE SUPPLIES	0.00	174.77	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		174.77	
3121	PROPERTY SPECIALISTS, INC	03/28/2019	Regular	0.00	245.00	101539
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>1444</u>	Invoice	03/27/2019	ROW APPRAISAL & ACQUISITION SERVICE	0.00	245.00	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		245.00	
3003	PUBLIC SECTOR EXCELLENCE	03/28/2019	Regular	0.00	880.00	101540
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>05/8/19</u>	Invoice	03/27/2019	CUSTOMER SERVICE TRAINING FOR 6 EM	0.00	880.00	
	<u>100-1240-7066-0000</u>		TRAVEL, EDUCATION, TRA		880.00	
2098	QUILL CORPORATON	03/28/2019	Regular	0.00	96.94	101541
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>5400270</u>	Invoice	03/27/2019	OFFICE SUPPLIES	0.00	96.94	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		96.94	
2640	RAIMI + ASSOCIATES	03/28/2019	Regular	0.00	2,068.50	101542

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
18-3093	Invoice	03/27/2019	TRAFFIC IMPACT ANALYSIS	0.00	2,068.50	
	500-0000-7068-0000		CONTRACTUAL SERVICE		2,068.50	
2289	SIMPLIFILE	03/28/2019	Regular	0.00	425.00	101543
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CATWAQ-02/28/	Invoice	03/27/2019	RECORDING SERVICES	0.00	425.00	
	100-1200-7068-0000		CONTRACTUAL SERVICES		425.00	
2300	SO CAL INDUSTRIES	03/28/2019	Regular	0.00	219.44	101544
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
370877	Invoice	03/27/2019	EQUIPMENT RENTAL	0.00	219.44	
	100-6000-7085-6060		BLDG MAINT- 713 W 4TH		219.44	
2329	ST. FRANCIS ELECTRIC	03/28/2019	Regular	0.00	2,148.96	101545
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1660569	Invoice	03/27/2019	TRAFFIC SIGNAL MAINTENANCE & ON CA	0.00	1,120.00	
	100-3250-7068-0000		CONTRACTUAL SERVICES		1,120.00	
1660570	Invoice	03/27/2019	TRAFFIC SIGNAL MAINTENANCE & ON CA	0.00	481.50	
	100-3250-7068-0000		CONTRACTUAL SERVICES		481.50	
1660571	Invoice	03/27/2019	TRAFFIC SIGNAL MAINTENANCE & ON CA	0.00	547.46	
	100-3250-7068-0000		CONTRACTUAL SERVICES		547.46	
2365	SUN BADGE CO.	03/28/2019	Regular	0.00	153.27	101546
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
388903	Invoice	03/27/2019	AWARDS FOR CEREMONY	0.00	153.27	
	100-2050-7035-0000		LOCAL MEETINGS		153.27	
2395	TERMINIX COMMERCIAL	03/28/2019	Regular	0.00	105.00	101547
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
383665908	Invoice	03/27/2019	BUILDING MAINTENANCE	0.00	60.00	
	100-6000-7085-6055		BLDG MAINT- FIRE STATIO		60.00	
383943726	Invoice	03/27/2019	BUILDING MAINTENANCE	0.00	45.00	
	750-7300-7085-0000		BUILDING SUPPLIES/MAI		45.00	
2430	TIME WARNER CABLE	03/28/2019	Regular	0.00	1,823.77	101548
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0241971031519	Invoice	03/27/2019	PHONE UTILITY	0.00	1,823.77	
	100-1230-7015-6025		TELEPHONE (CITY HALL)		1,823.77	
3286	TRUCK WORKS, INC	03/28/2019	Regular	0.00	115.00	101549
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1120	Invoice	03/27/2019	VEHCILE MAINTENANCE	0.00	115.00	
	100-3250-7037-0000		VEHICLE MAINTENANCE		115.00	
2459	UFI URBAN FUTURES	03/28/2019	Regular	0.00	5,625.00	101550
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0219-013	Invoice	03/27/2019	PROFESSIONAL SERVICE/PROPERTY TAX S	0.00	5,625.00	
	100-1200-7068-0000		CONTRACTUAL SERVICES		5,625.00	
2474	UTILITY PARTNERS	03/28/2019	Regular	0.00	29,842.36	101551

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>020819-18</u>	Invoice	03/27/2019	BIOSOLIDS REMOVAL - WWTP	0.00	28,235.72	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		28,235.72	
<u>47718-0219</u>	Invoice	03/27/2019	PROFESSIONAL UTILITY MANAGEMENT SE	0.00	1,606.64	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		1,606.64	
2516	VOHNE LICHE KENNELS INC	03/28/2019	Regular	0.00	125.00	101552
<u>15534</u>	Invoice	03/27/2019	K9 TRAINING	0.00	125.00	
	<u>100-2080-7066-0000</u>		TRAVEL, EDUCATION, TRA		125.00	
			K9 TRAINING			
2530	WASTE MANAGEMENT, INC.	03/28/2019	Regular	0.00	525,038.92	101553
<u>03/11/19</u>	Invoice	03/27/2019	01/01/19-02/28/19 SERVICES	0.00	525,038.92	
	<u>100-3150-7060-0000</u>		REFUSE COST - RESIDENTI		525,038.92	
			01/01/19-02/28/19 SERVICES			
2570	ZOLL MEDICAL CORPORATION	03/28/2019	Regular	0.00	382.51	101554
<u>2650438</u>	Invoice	03/27/2019	FIRE DEPT SUPPLIES	0.00	382.51	
	<u>100-2100-7073-0000</u>		MEDICAL/OEM SUPPLIES		382.51	
			FIRE DEPT SUPPLIES			
3457	ZONAR SYSTEMS	03/28/2019	Regular	0.00	6,810.30	101555
<u>51390893</u>	Invoice	03/27/2019	Zonar- Electronic Data Inspection Collecti	0.00	6,567.30	
	<u>760-0000-7068-0000</u>		CONTRACTUAL SERVICE		6,567.30	
			Zonar- Electronic Data Inspectio			
<u>51394553</u>	Invoice	03/27/2019	Zonar- Electronic Data Inspection Collecti	0.00	243.00	
	<u>760-0000-7068-0000</u>		CONTRACTUAL SERVICE		243.00	
			Zonar- Electronic Data Inspectio			

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	187	64	0.00	1,020,243.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	17	1	0.00	106,606.58
	204	69	0.00	1,126,849.68

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	187	64	0.00	1,020,243.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	17	1	0.00	106,606.58
	204	69	0.00	1,126,849.68

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2019	1,126,849.68
			1,126,849.68



Canceled Payables

Vendor Set: 01 - Vendor Set 01
 Bank: APBNK - AP Bank

Vendor Number	Vendor Name				Total Vendor Amount
<u>1204</u>	CALIFORNIA INLAND EMPIRE COUNCIL				-460.00
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	<u>101306</u>	03/06/2019	03/06/2019	03/06/2019	-460.00
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>RECHARTER 2019-R</u>	PROGRAM COST	01/28/2019	03/06/2019	460.00	

Vendor Number	Vendor Name				Total Vendor Amount
<u>1553</u>	GALLS INC.				-8,117.42
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	<u>101324</u>	03/06/2019	03/06/2019	03/06/2019	-8,117.42
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
<u>BC0639513-R</u>	UNIFORMS	07/19/2018	03/06/2019	163.10	
<u>BC0732024-R</u>	UNIFORMS	12/13/2018	03/06/2019	716.54	
<u>BC0732025-R</u>	UNIFORMS	12/13/2018	03/06/2019	716.54	
<u>BC0732026-R</u>	UNIFORMS	12/13/2018	03/06/2019	716.54	
<u>BC0732027-R</u>	UNIFORMS	12/13/2018	03/06/2019	716.54	
<u>BC0732028-R</u>	UNIFORMS	12/13/2018	03/06/2019	716.54	
<u>BC0732030-R</u>	UNIFORMS	12/13/2018	03/06/2019	716.54	
<u>BC0732031-R</u>	UNIFORMS	12/13/2018	03/06/2019	716.54	
<u>BC0732032-R</u>	UNIFORMS	12/13/2018	03/06/2019	716.54	
<u>BC0747680-R</u>	UNIFORMS	01/10/2019	03/06/2019	1,497.74	
<u>BC0767649-R</u>	UNIFORMS	02/06/2019	03/06/2019	724.26	

Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
APBNK	-8,577.42	0.00	-8,577.42
Report Total:	-8,577.42	0.00	-8,577.42



MINUTES
City Council Meeting
Tuesday, April 2, 2019
Council Chambers
550 E 6th St. Beaumont, Ca
Closed Session: 5:00 PM
Regular Session: 6:00 PM

CLOSED SESSION

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

CALL TO ORDER at 5:02 p.m.

Present: Mayor Martinez, Mayor Pro Tem Santos, Council Member Carroll, Council Member Lara, and Council Member White (arrived shortly after 5:02 p.m.)

1. Public Comments Regarding Closed Session
None
2. Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) & (e)(1) Special Legal Counsel: Eric S. Vail; Burke, Williams & Sorensen, LLP - One (1) Item
No reportable action
3. Conference with Legal Counsel Regarding Pending Litigation Pursuant to Government Code Section 54956.9(d)(1) (One Case: Beaumont adv: Urban Logic Riv Case No. 10707201)
No reportable action
4. Conference with Legal Counsel - Anticipated Litigation: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) - One Claim: Claim of Optimum Inc.
Motion by Council Member White
Second by Council Member Lara
To reject the claim.
Approved by a unanimous vote of 5-0

Adjourn to Closed Session

REGULAR SESSION

CALL TO ORDER at 6:06 p.m.

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

Report out from Closed Session: *see above*

Action on any Closed Session items: *see above*

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

Pledge of Allegiance

Approval/Adjustments to Agenda: **None**

Conflict of Interest Disclosure: **None**

ANNOUNCEMENTS/RECOGNITIONS/PROCLAMATIONS/CORRESPONDENCE

1. WRCOG Presentation

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 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 Council from discussing or taking actions brought up by your comments.

Public Comment opened at 6:27 p.m.

P. Westbrook – Requested a proactive approach to the homeless issue in Beaumont

S. Balingit – Thanked the Mayor and City Manager for attending a recent meeting and looks forward to a partnership with the City.

M. Bright – Asked Council for a fee waiver for the upcoming Cherry Jubilee.

Public Comment closed at 6:36 p.m.

CONSENT CALENDAR

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

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

2. Ratification of Warrants dated March 14, 2019
3. Ratification of Warrants dated March 21, 2019
4. Approval of Minutes dated March 19, 2019
5. Riverside County - Innovation Month Sponsorship
6. Performance Bond Acceptance for Lassen Development Pertaining to Certain On-Site Storm Drain and Box Culvert Storm Drain Improvements

7. Request of Staff Fee Waiver - Beaumont Cherry Valley Rotary Cherry Jubilee

Items pulled: Item 6

Motion by Council Member White

Second by Council Member Lara

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To approve the remainder of the consent calendar

Approved by a unanimous vote.

6. Performance Bond Acceptance for Lassen Development Pertaining to Certain On-Site Storm Drain and Box Culvert Storm Drain Improvements

Public Comment opened at 6:38 p.m.

R. Roy – Asked that a GIS map is made to notate Caltrans right-of-ways.

Public Comment closed at 6:39 p.m.

Motion by Council Member White

Second by Mayor Martinez

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To approve item 6.

Approved by a unanimous vote.

PUBLIC HEARINGS

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

ACTION ITEMS

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

8. City of Beaumont Draft Audited Financial Statements for the Fiscal Year June 30, 2018

Public Comment opened at 7:07 p.m.

J. Bingham – Accused staff of various accusations

Public Comment closed at 7:09 p.m.

Motion by Council Member White

Second by Mayor Martinez

Council Member White

Council Member Lara

Council Member Carroll
 Mayor Pro Tem Santos
 Mayor Martinez
To receive and file.
Approved by a unanimous vote

9. Third Amendment to the General Plan Update Contract with Raimi+ Associates for Land Use Map, Growth Projections, Traffic, Biology, Noise and EIR Updates to the General Plan Update in the Amount of \$56,270 for a Total Not to Exceed Amount of \$834,184

Motion by Council Member Lara
Second by Council Member Carroll

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

To approve contract Amendment No. 3 to the purchase order with Raimi+ Associates for the General Plan Update and the Environmental Impact Report (EIR) in the amount of \$56,270 for a total contract amount not to exceed \$834,184.

Approved by a unanimous vote.

10. Purchase and Financing of Grounds Maintenance Equipment for the Community Services Department

Motion by Council Member Lara
Second by Council Member Carroll

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

To approve the purchase of grounds maintenance equipment for a not to exceed amount of \$175,000;

Authorize the City Manager to establish the applicable certificate of deposit for \$200,000 for a 4-year term and look for the best rate available; and

Authorize the City Manager to execute the commercial loan application with Bank of Hemet for a not to exceed amount of \$175,000.

Approved by a 4-1 vote.

11. A Resolution of the City Council of the City of Beaumont, California, Authorizing for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for a Regional Mobility Connection Center Enhancement in the Amount of \$71,246.

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

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

To waive the full reading and adopt by title only "A Resolution of the City Council of the City of Beaumont, California, Authorizing the Execution of the Certification and Assurances and Authorized Agent Forms for the Following Project: Regional Mobility Connection Center Enhancement, in the Amount of \$71,246";

Authorize the Execution of the Certifications and Assurances; and

Authorize the Execution of the Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Regional Mobility Connection Center Enhancement in the amount of \$71,246.

Approved by a unanimous vote.

12. **FY 2019/20 - 2021/22 Short Range Transit Plan - First Draft**

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

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

To direct staff on proposed service highlights.

Authorize staff to prepare and submit the SRTP first draft to RCTC.

Approved by a unanimous vote.

13. **Approval of Purchase Order Greater than \$25,000 but not to Exceed \$50,000 for Supervisory Control and Data Acquisition (SCADA) Services**

**Motion by Council Member White
Second by Council Member Lara**

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

To approve purchase order for JDL Design in an amount not to exceed a total of \$50,000 for fiscal year 2018-2019.

Approved by a unanimous vote.

14. City Council Approval of Change Order No. 5 for the Wastewater Treatment Plant Upgrade/Expansion Project for Vactor Truck Dump Station Modification in an Amount Not to Exceed \$15,000
Motion by Council Member White
Second by Council Member Lara
✓ Council Member White
✓ Council Member Lara
✓ Council Member Carroll
✓ Mayor Pro Tem Santos
✓ Mayor Martinez
To approval of Change Order No. 5 for the Wastewater Treatment Plant Upgrade/Expansion Project for vactor truck dump station modification in an amount not to exceed \$15,000.
Approved by a unanimous vote.
15. Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project Status Update
Motion by Council Member White
Second by Mayor Martinez
✓ Council Member White
✓ Council Member Lara
✓ Council Member Carroll
✓ Mayor Pro Tem Santos
✓ Mayor Martinez
To receive and file the project updates.
Approved by a unanimous vote.
16. Accept the Deposit of \$1,348,191.17 from Lassen Development for the Installation of Three Water Lines from Potrero Bridge to the End of the Future Caltrans Right-of-Way and Associated Construction Management Costs;
Authorize the Increase in Contingency Funds from \$3,911,253.95 to \$5,069,632.32 and Increase the Construction Management Budget from \$2,359,655.54 to \$2,549,468.34 to Allow for a Change Order and Contract Amendment Associated with the Installation of the Water Lines;
Authorize Change Order No. 14 with Ortiz Construction for the Installation of Developer Water Line Improvements from Potrero Bridge to the End of the Future Caltrans Right-of-Way in an Amount Not to Exceed \$1,158,378.37;
Authorize Amendment No. 2 with Falcon Engineering Services for Construction Management Services Associated with Change Order No. 14 in an Amount Not to Exceed \$189,812.80;
and
Project Summary and Construction Change Order Update
Motion by Council Member Lara

Second by Mayor Martinez

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

Mayor Martinez

To accept the deposit of \$1,348,191.17 from Lassen Development for the installation of three water lines from Potrero bridge to the end of the future Caltrans right-of-way and associated construction management costs;

Authorize the increase in contingency funds from \$3,911,253.95 to \$5,069,632.32 and increase the construction management budget from \$2,359,655.54 \$2,549,468.34 to Allow for a Change Order and Contract Amendment Associated with the installation of the water lines;

Authorize Change Order No. 14 with Ortiz Construction for the installation of developer water line improvements from Potrero Bridge to the end of the future Caltrans right-of-way in an amount not to exceed \$1,158,378.37;

Authorize Amendment No. 2 with Falcon Engineering Services for construction management services associated with Change Order No. 14 in an amount not to exceed \$189,812.80; and

Receive and file project summary and construction change order update.

Approved by a unanimous vote.

17. **Reimbursement of Travel Reimbursement to Mayor Julio Martinez**

Mayor Martinez recused himself for this item

Motion by Council Member Carroll

Second by Council Member Lara

Council Member White

Council Member Lara

Council Member Carroll

Mayor Pro Tem Santos

recused_ Mayor Martinez

To approve the reimbursement request in the amount of \$34.80.

Approved by a 4-0 vote.

18. **Legislative Updates and Discussion**

COUNCIL REPORTS

- *Carroll – Attended the Symetra IOA Tournament and the Taste of the Pass event.*
- *Lara – Attended the Welcome Home Vets ceremony and thanked Mr. Bishop for his presentation.*

- *Martinez – Met with the Beaumont School District regarding the CHP Task Force, attended the Symetra IOA Dinner, a League of California Cities meeting, the Taste of the Pass event, the Finance and Audit Committee Meeting and the Riverside Conservation Authority meeting.*
- *Santos – Attended the comedy fundraiser, the Post VFW awards and the Welcome home Vets ceremony.*
- *White – Gave a report out from a League of California Cities Meeting, attended the comedy fundraiser for LEAC and announced the upcoming LEAC award night.*

ECONOMIC DEVELOPMENT UPDATE

No report.

CITY TREASURER REPORT

Finance and Audit Committee report out.

CITY CLERK REPORT

Gave an update of current public records requests.

CITY ATTORNEY REPORT

19. Status of Pending Litigation Against the City of Beaumont

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURNMENT

Adjournment of the City Council of the April 2, 2019 Meeting at 9:43 p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, April 16, 2019, at 5:00 p.m. or thereafter as noted on the posted Agenda for Closed Session items in the City Council Board Room No. 5, followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online www.BeaumontCa.gov

Staff Report

TO: Mayor and Council Members
 FROM: Jeff Hart, Public Works Director
 DATE: April 16, 2019
 SUBJECT: Performance Bond Acceptance for Lassen Development

Background and Analysis:

The City requires all developers to provide security for all public improvements consisting of but not limited to sewer improvements, street improvements, storm drain improvements, utility improvements, and monument improvements. All of the bonded improvements listed in Table 1 will be constructed by Lassen Development.

Lassen Development will construct offsite storm drain infrastructure that will be designed to collect stormwater generated from the 4th Street extension. Attachment B shows the site plan of the Hidden Canyon Industrial Park. The offsite storm drain infrastructure will be required so that flooding will not occur on the street. The City’s municipal code requires that stormwater generated from a 10-year storm event shall not exceed the top of curb depth. Therefore, by constructing storm drain infrastructure, stormwater will be collected into the proper drainage structure prior to exceeding the top of curb depth. The City will only be responsible for maintaining the offsite storm drain improvements once all improvements are complete and after maintenance bonds have been exonerated.

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

Table 1. Developer, Bond Number, Bond Type, and Type of Improvement				
Bond #	Bond Type	Type of Improvement	Development/Tract #	Developer
LAIFSU0742066	Performance	Offsite Storm Drain	Hidden Canyon/36426	Lassen Development

Staff has received the security agreements along with the performance and payment bond which is consistent with the City’s municipal code. Staff recommends that City Council accept all of the bonds listed in Table 1.

Fiscal impact:

The cost of preparing the staff report is estimated to be \$350. These costs are offset by the bond application fees.

Finance Director Review: _____

Recommendation:

1. Execute bond acceptance agreement for the following bonds:
 - Offsite Storm Drain Performance Bond No. LAIFSU0742066

City Manager Review:  _____

Attachments:

- A. Security Agreements for Performance Bond No. LAIFSU0742066 and Performance Bond
- B. Hidden Canyon Industrial Park Site Plan
- C. Approved Offsite Storm Drain Plans

Attachment A

Security Agreements for Performance Bond No. LAIFSU0742066

Basic Gov (Sales Force) # 17-4304
File # 3200

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. 36426)**

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and LASSEN DEVELOPMENT PARTNERS a Delaware Limited Liability company ("DEVELOPER"). LLLP Limited Partnership

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 36426, ("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]

2.28.19
Date

Title: Manager

Address: 3900 S Wadsworth Blvd STE 650
Lakewood CO 80235

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Lassen Development Partners, LLLP, a Delaware Limited Liability Partnership (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. 36426 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 International Fidelity Insurance Company as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Six Hundred Fifty-Two Thousand Twelve and 50/100 dollars (\$ 652,012.50) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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 February 27, 2019.

PRINCIPAL:

SURETY:

Lassen Development Partners, LLLP, a Delaware Limited Liability Partnership

International Fidelity Insurance Company

By 

By 

Title M. Muller

Title Bart Stewart, Attorney-in-Fact

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # LAIFSU0742066

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

BART STEWART

Encinitas, CA

their 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, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2017



STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.

Cathy a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, February 27, 2019

Maria H. Branco, Assistant Secretary

A00982

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

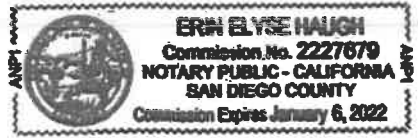
On 02/27/2019 before me, Erin Elyse Haugh, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

 _____
 Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Lassen Development Partners, LLLP, a Delaware Limited Liability Partnership (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. 36426 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 Six Hundred Fifty-Two Thousand Twelve and 50/100 dollars (\$ 652,012.50), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereabove 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 February 27, 20 19.

PRINCIPAL:

SURETY:

Lassen Development Partners, LLLP, a Delaware Limited Liability Partnership

International Fidelity Insurance Company

By [Signature]

By [Signature]

Title M. P. W. A. B. E. N.

Title Bart Stewart, Attorney-in-Fact

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # LAIFSU0742066

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

BART STEWART

Encinitas, CA

their 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, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2017



STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.

Cathy a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, February 27, 2019

A00982

Maria H. Branco, Assistant Secretary

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of San Diego }

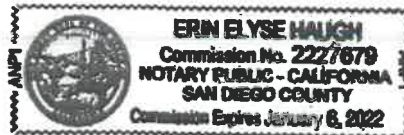
On 02/27/2019 before me, Erin Elyse Haugh, Notary Public
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.


 Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

 (Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Attachment B

Hidden Canyon Industrial Park Site Plan

Tabulation

Site Area (Gross) eq'l.	Building 1		Building 2		Total for Bldg 1, 2 & Parcel B		Parcel 'C' (Lot 1)		Lot 2		Total
	Per cent	Per cent	Per cent	Per cent	Per cent	Per cent	Per cent	Per cent	Per cent		
4,372,547	100.000	3,027,854	238.330	5,417.7	7,869,794	176.074	878,280	254,616	10,793	8,884,034	
3,715,568	85.208	2,496,666	215.520	4,548	6,427,853	147.566	1,826	5,820	0.244	204,228	
88,298	2.020	57,313	4.548		147,566	3.362	86,266	254,616	10,793		
1,887,040	43.158	1,000,170	80.11%		2,887,210	66.268	1,958	19,864	5,820	0.248	
		50.2%				44.6%					
		314	484		808						
		422	522		944						
		737	918		1,655						

Aerial Map

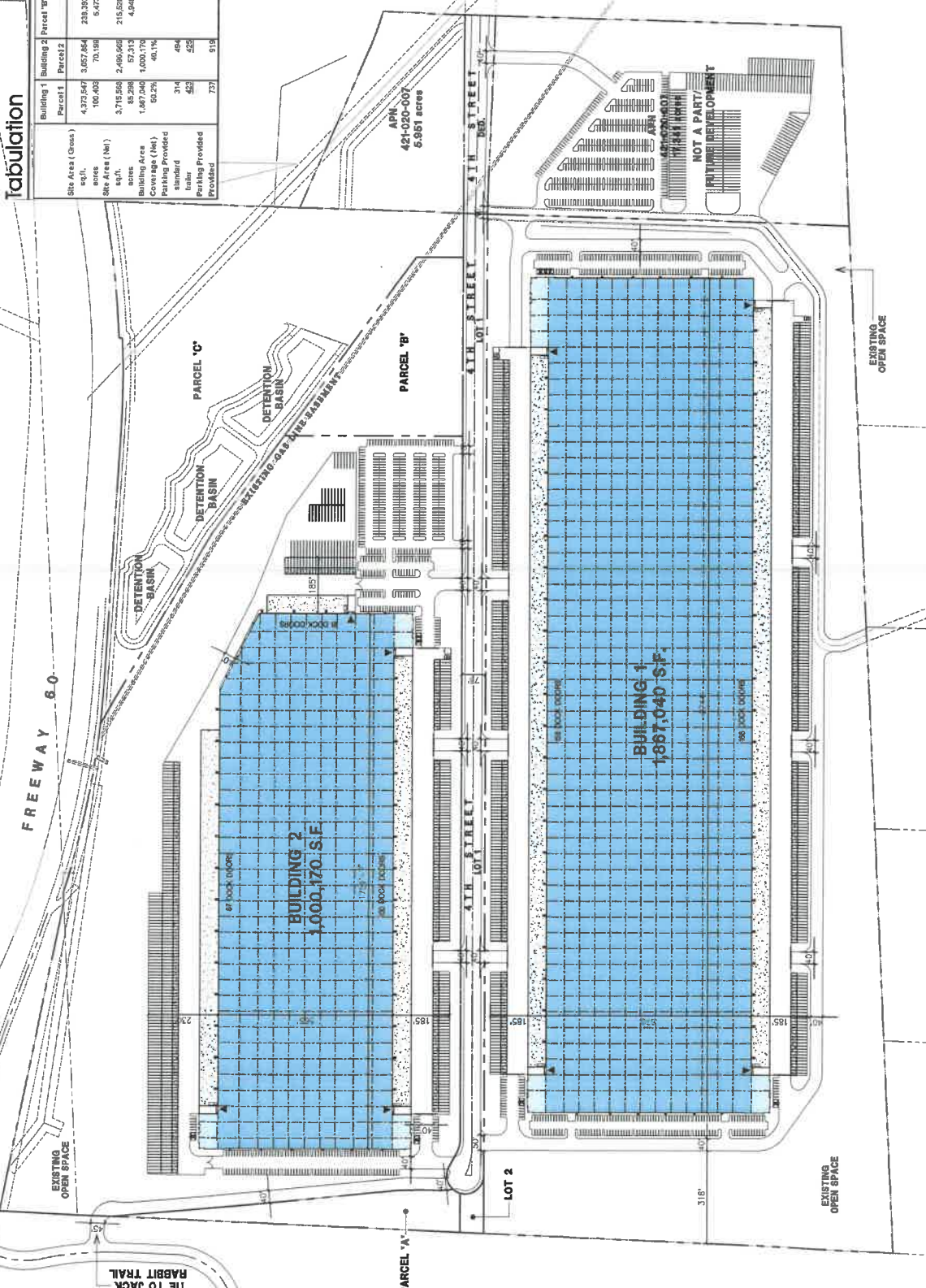


Legend

- OFFICE
- WAREHOUSE
- FUTURE COMMERCIAL SITE
- DRIVE THRU DOOR



1" = 130'
0 65 130 260 390



1831 Bardoni Ave. - Ste. #100
Irving, CA 92612
(949) 883-1770
www.hpacis.com

Site Plan

Beaumont Distribution Center

Beaumont, California



January 19, 2016 / Job #10262
Scheme 21

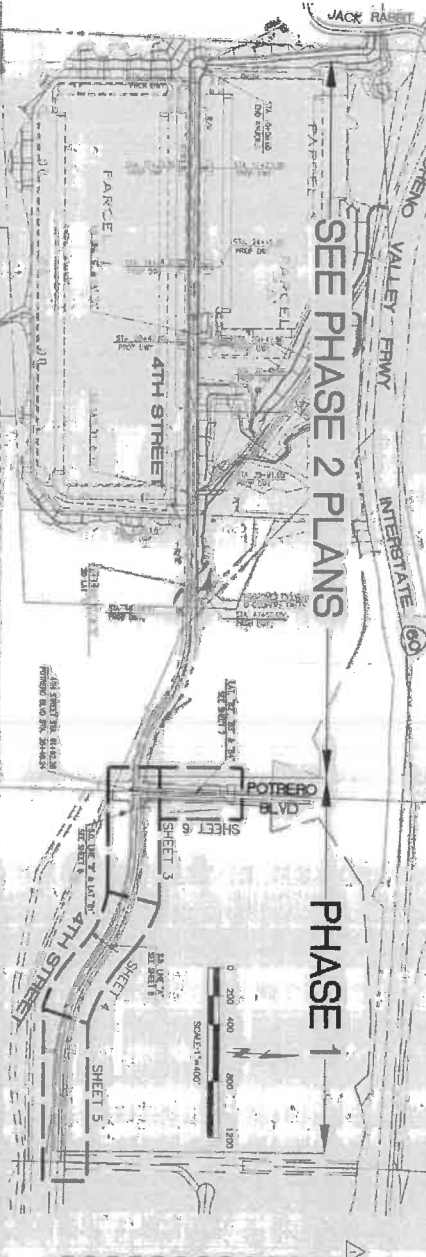
Attachment C

Approved Offsite Storm Drain Plans

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BEAUMONT AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND PUBLIC UTILITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING EROSION CONTROL MEASURES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TRAFFIC CONTROL MEASURES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SIGNAGE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING LIGHTING.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING FENCES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING CURBS AND SIDEWALKS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRIVEWAYS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRIVEWAYS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRIVEWAYS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRIVEWAYS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRIVEWAYS.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRIVEWAYS.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRIVEWAYS.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRIVEWAYS.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRIVEWAYS.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRIVEWAYS.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRIVEWAYS.

CITY OF BEAUMONT PARCEL MAP NO. 36426 4TH STREET AND POTRERO BOULEVARD STORM DRAIN IMPROVEMENT PLAN - PHASE 1



SEE PHASE 2 PLANS

PHASE 1

SIGNING AND STRIPING CONSTRUCTION NOTES

NO.	DESCRIPTION	QTY
1	CONTRACT SIGNAGE	1 EA
2	CONTRACT SIGNAGE	1 EA
3	CONTRACT SIGNAGE	1 EA
4	CONTRACT SIGNAGE	1 EA
5	CONTRACT SIGNAGE	1 EA
6	CONTRACT SIGNAGE	1 EA
7	CONTRACT SIGNAGE	1 EA
8	CONTRACT SIGNAGE	1 EA
9	CONTRACT SIGNAGE	1 EA
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42	CONTRACT SIGNAGE	1 EA
43	CONTRACT SIGNAGE	1 EA
44	CONTRACT SIGNAGE	1 EA
45	CONTRACT SIGNAGE	1 EA
46	CONTRACT SIGNAGE	1 EA
47	CONTRACT SIGNAGE	1 EA
48	CONTRACT SIGNAGE	1 EA
49	CONTRACT SIGNAGE	1 EA
50	CONTRACT SIGNAGE	1 EA

SHEET CONSTRUCTION NOTES

NO.	DESCRIPTION	QTY
1	CONTRACT SIGNAGE	1 EA
2	CONTRACT SIGNAGE	1 EA
3	CONTRACT SIGNAGE	1 EA
4	CONTRACT SIGNAGE	1 EA
5	CONTRACT SIGNAGE	1 EA
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50	CONTRACT SIGNAGE	1 EA

STORM DRAIN CONSTRUCTION NOTES

NO.	DESCRIPTION	QTY
1	CONTRACT SIGNAGE	1 EA
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50	CONTRACT SIGNAGE	1 EA

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BEAUMONT AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND PUBLIC UTILITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND LANDSCAPE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING EROSION CONTROL MEASURES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TRAFFIC CONTROL MEASURES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SIGNAGE.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING LIGHTING.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING FENCES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING CURBS AND SIDEWALKS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRIVEWAYS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRIVEWAYS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRIVEWAYS.
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19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRIVEWAYS.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING DRIVEWAYS.

REVISIONS

NO.	DATE	DESCRIPTION
1	12/21/20	REVISED PER COMMENTS
2	12/21/20	REVISED PER COMMENTS
3	12/21/20	REVISED PER COMMENTS
4	12/21/20	REVISED PER COMMENTS
5	12/21/20	REVISED PER COMMENTS
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49	12/21/20	REVISED PER COMMENTS
50	12/21/20	REVISED PER COMMENTS

UTILITY CONTRACTS

THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITIES OF ADDRESS BEFORE ANY WORK IS PERFORMED TO AVOID DAMAGE TO EXISTING UTILITIES.

UTILITY	CONTACT NAME	PHONE	ADDRESS
BEAUMONT WATER
BEAUMONT GAS
BEAUMONT ELECTRIC
BEAUMONT TELEPHONE
BEAUMONT CABLE
BEAUMONT SATELLITE
BEAUMONT FIBER
BEAUMONT RAILROAD
BEAUMONT AIRPORT
BEAUMONT MARINA
BEAUMONT PARKS
BEAUMONT RECREATION
BEAUMONT CULTURAL
BEAUMONT HISTORICAL
BEAUMONT ARCHITECTURAL
BEAUMONT ENGINEERING
BEAUMONT CONSULTING
BEAUMONT DESIGN
BEAUMONT PLANNING
BEAUMONT ANALYSIS
BEAUMONT RESEARCH
BEAUMONT EVALUATION
BEAUMONT MONITORING
BEAUMONT ASSESSMENT
BEAUMONT AUDIT
BEAUMONT REVIEW
BEAUMONT CHECK
BEAUMONT VERIFY
BEAUMONT CONFIRM
BEAUMONT VALIDATE
BEAUMONT CORRECT
BEAUMONT REPAIR
BEAUMONT REPLACE
BEAUMONT REMOVE
BEAUMONT DESTROY
BEAUMONT DEMOLISH
BEAUMONT DISPOSE
BEAUMONT RECYCLE
BEAUMONT REUSE
BEAUMONT REPAIR
BEAUMONT REPLACE
BEAUMONT REMOVE
BEAUMONT DESTROY
BEAUMONT DEMOLISH
BEAUMONT DISPOSE
BEAUMONT RECYCLE
BEAUMONT REUSE

OWNER INFORMATION

PROJECT NO. 36426

DATE: 12/21/20

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

DATE: 12/21/20

PROJECT NO. 36426

DATE: 12/21/20

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

DATE: 12/21/20

TITLE SHEET

PHASE 1

PROJECT NO. 36426

DATE: 12/21/20

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

DATE: 12/21/20

PROJECT NO. 36426

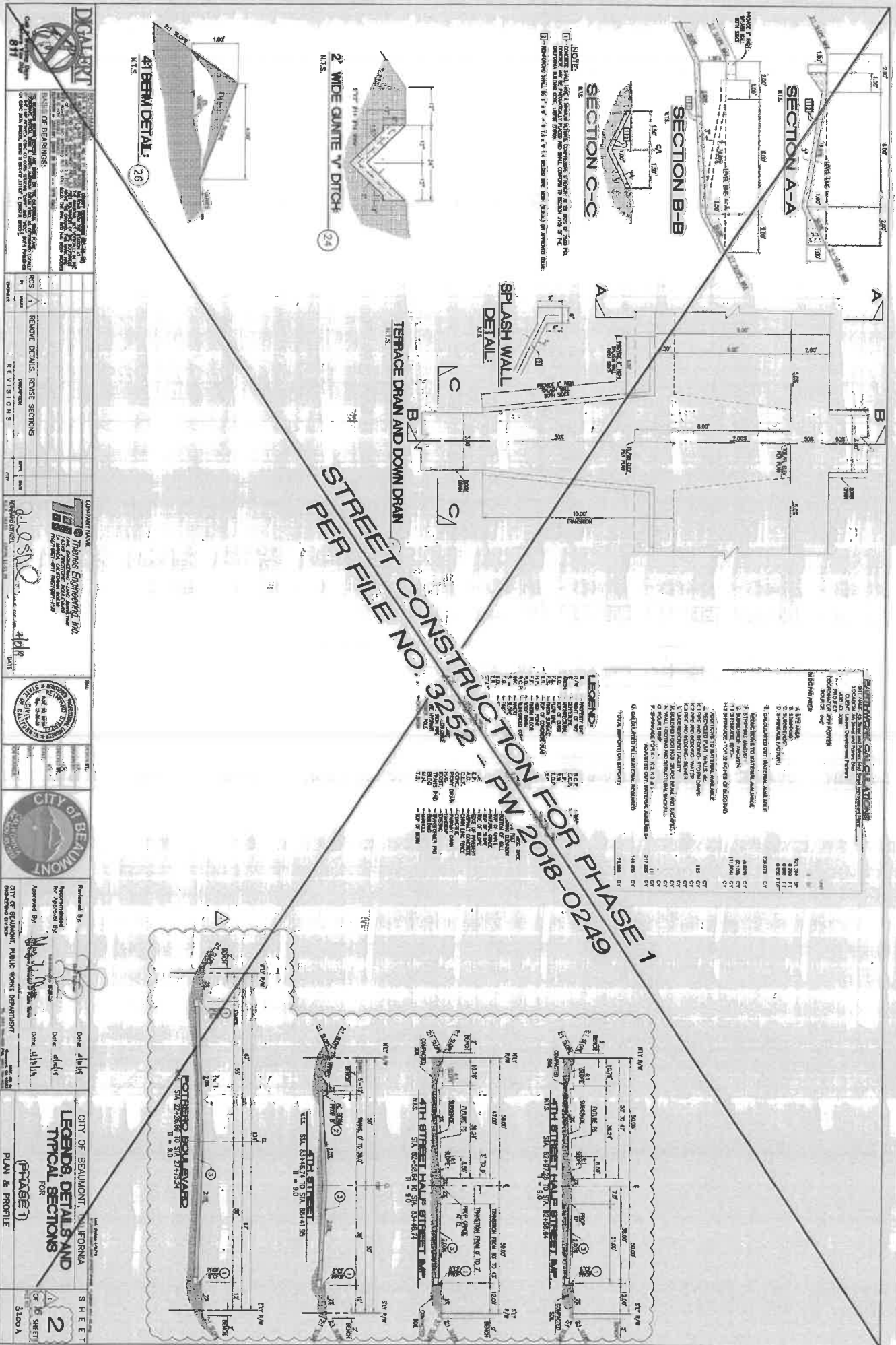
DATE: 12/21/20

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

DATE: 12/21/20



NOTES:
 1. CONCRETE SHALL BE 4000 PSI STRENGTH CONCRETE, FINISH TO BE SMOOTH PER CONTRACTOR'S PREFERENCE. ALL REINFORCING SHALL BE #4 BARS WITH 18" ON CENTER.
 2. FINISH SHALL BE 1" OF 1/2" SAND AND 1" OF 1/4" SAND OR EQUIV. PER PERMITTED SPEC.

SECTION C-C

SECTION B-B

SECTION A-A

SPLASH WALL
 DETAIL

TERFACE DRAIN AND DOWN DRAIN

4" BEAM DETAIL: 28

2' WIDE GRANITE V-DITCH: 24

LEGEND

1. 1/2" DIA. REINFORCING BARS	11. 1/2" DIA. REINFORCING BARS
2. 3/4" DIA. REINFORCING BARS	12. 3/4" DIA. REINFORCING BARS
3. 1" DIA. REINFORCING BARS	13. 1" DIA. REINFORCING BARS
4. 1 1/4" DIA. REINFORCING BARS	14. 1 1/4" DIA. REINFORCING BARS
5. 1 1/2" DIA. REINFORCING BARS	15. 1 1/2" DIA. REINFORCING BARS
6. 2" DIA. REINFORCING BARS	16. 2" DIA. REINFORCING BARS
7. 3" DIA. REINFORCING BARS	17. 3" DIA. REINFORCING BARS
8. 4" DIA. REINFORCING BARS	18. 4" DIA. REINFORCING BARS
9. 5" DIA. REINFORCING BARS	19. 5" DIA. REINFORCING BARS
10. 6" DIA. REINFORCING BARS	20. 6" DIA. REINFORCING BARS

LEGENDS, DETAIL S AND TYPICAL SECTIONS FOR PHASE 1

CITY OF BEAUMONT, TEXAS

Approved By: *[Signature]* Date: 4/14/18

Recommended By: *[Signature]* Date: 4/14/18

Prepared By: *[Signature]* Date: 4/14/18

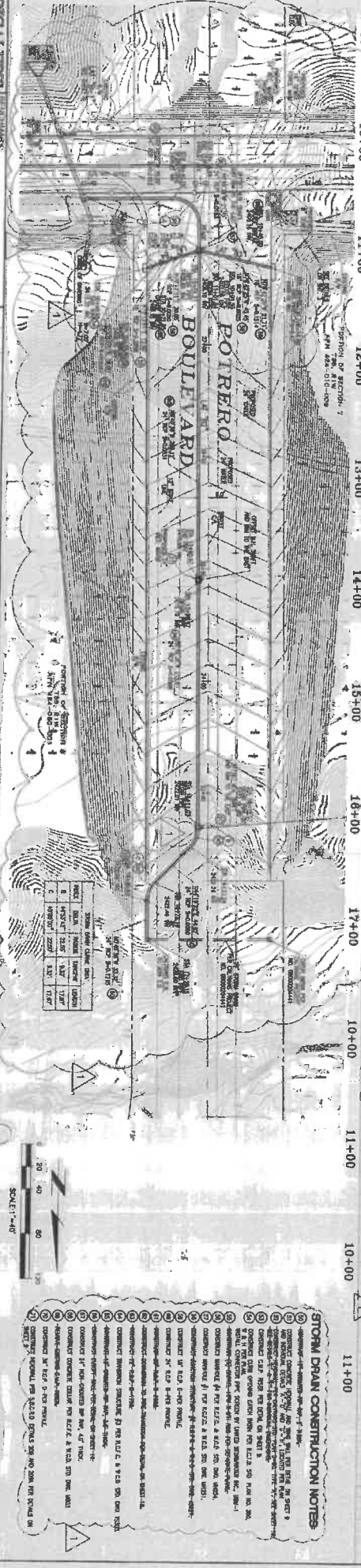
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT

SHEET 2

3100 A

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9+00 10+00 11+00 12+00 13+00 14+00 15+00 16+00 17+00 18+00 19+00 20+00 21+00 22+00 23+00 24+00



DESIGNER: Thomas Engineering, Inc. 10101 Wilshire Blvd., Suite 1000, Los Angeles, CA 90024
DATE: 4/1/14
PROJECT: POTRERO BOULEVARD & 4TH STREET STORM DRAIN CONSTRUCTION (PHASE 1)

REVISIONS:

NO.	DATE	DESCRIPTION
1	4/1/14	ISSUED FOR PERMIT

APPROVED BY: [Signature] Date: 4/1/14
DATE: 4/1/14

CITY OF BEAUMONT: PUBLIC WORKS DEPARTMENT

STORM DRAIN CONSTRUCTION NOTES:

1. EXISTING STORM DRAIN STRUCTURE IS TO BE REMOVED AND REPLACED WITH A NEW 18" DIA. CONCRETE STRUCTURE.
2. EXISTING STORM DRAIN STRUCTURE IS TO BE REMOVED AND REPLACED WITH A NEW 18" DIA. CONCRETE STRUCTURE.
3. EXISTING STORM DRAIN STRUCTURE IS TO BE REMOVED AND REPLACED WITH A NEW 18" DIA. CONCRETE STRUCTURE.
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20. EXISTING STORM DRAIN STRUCTURE IS TO BE REMOVED AND REPLACED WITH A NEW 18" DIA. CONCRETE STRUCTURE.

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PROJECT TITLE: POTRERO BOULEVARD & 4TH STREET STORM DRAIN CONSTRUCTION (PHASE 1)

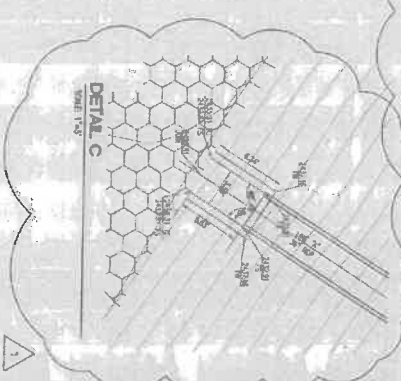
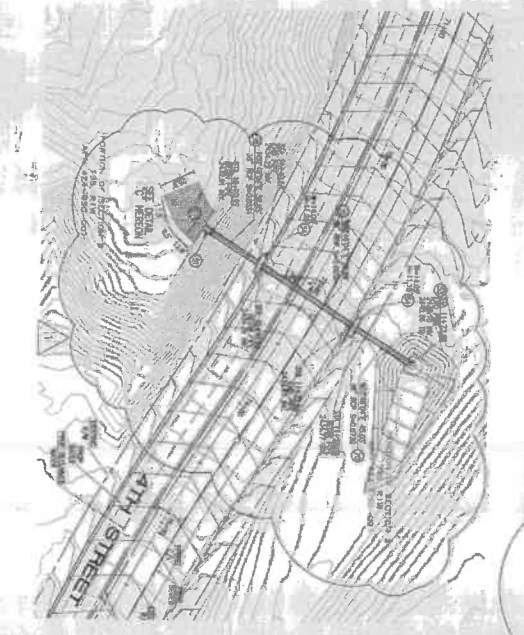
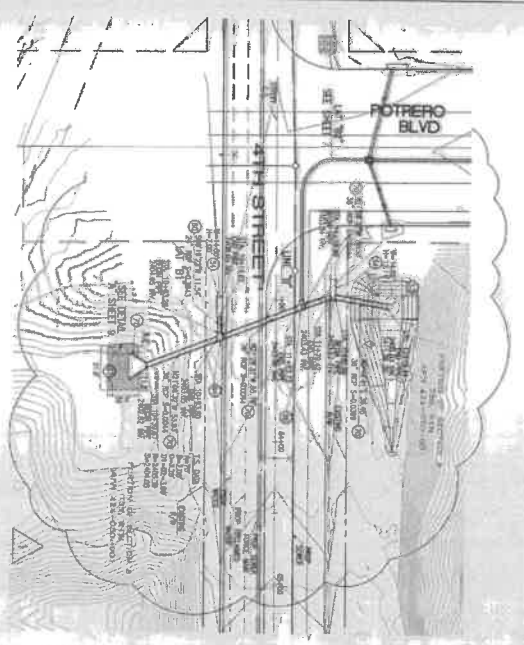
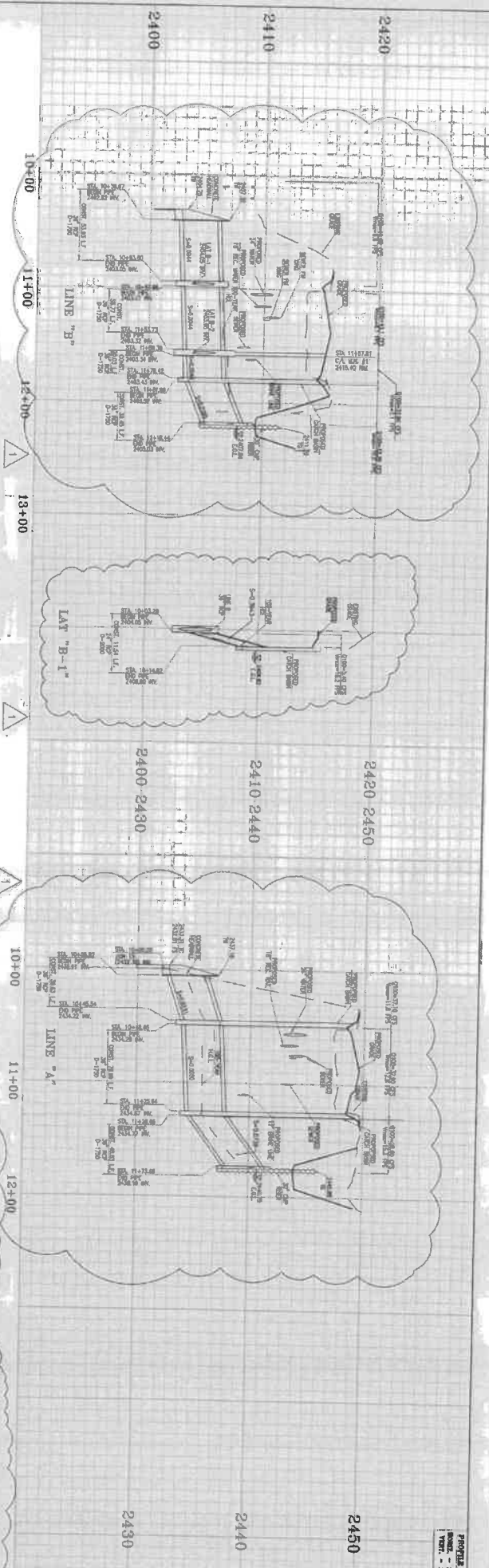
DESIGNER: Thomas Engineering, Inc. 10101 Wilshire Blvd., Suite 1000, Los Angeles, CA 90024
DATE: 4/1/14

APPROVED BY: [Signature] Date: 4/1/14
DATE: 4/1/14

CITY OF BEAUMONT: PUBLIC WORKS DEPARTMENT

STORM DRAIN CONSTRUCTION NOTES:

1. EXISTING STORM DRAIN STRUCTURE IS TO BE REMOVED AND REPLACED WITH A NEW 18" DIA. CONCRETE STRUCTURE.
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20. EXISTING STORM DRAIN STRUCTURE IS TO BE REMOVED AND REPLACED WITH A NEW 18" DIA. CONCRETE STRUCTURE.



- STORM DRAIN CONSTRUCTION NOTES**
1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY AND STREET CONSTRUCTION.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY AND STREET CONSTRUCTION.
 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY AND STREET CONSTRUCTION.
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DESIGNER

THOMAS ENGINEERING, INC.

1000 S. GARDEN ST., SUITE 100
COSTA MESA, CA 92626
TEL: 714/440-1111 FAX: 714/440-1112

DATE: 11/14/11

PROJECT: 4TH STREET STORM DRAIN PHASE 1

CITY OF BEAUMONT

APPROVED BY: [Signature]

DATE: 11/14/11

PROJECT: 4TH STREET STORM DRAIN PHASE 1

PROJECT

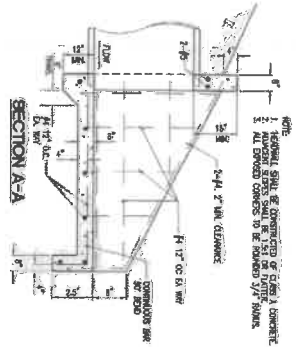
4TH STREET STORM DRAIN PHASE 1

PLAN & PROFILE

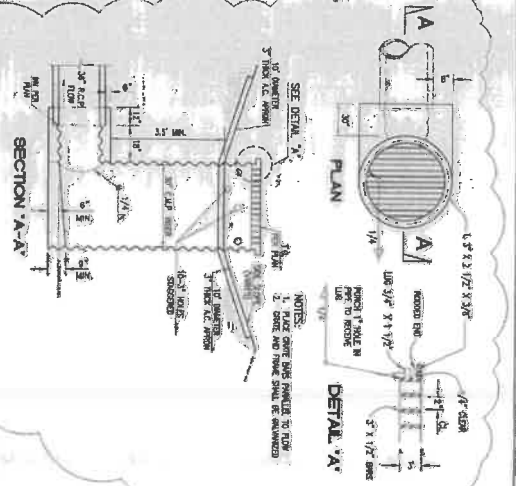
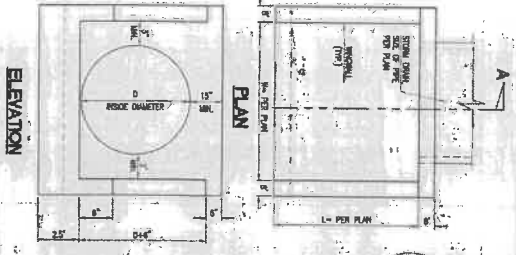
SHEET

8 OF 10 SHEETS

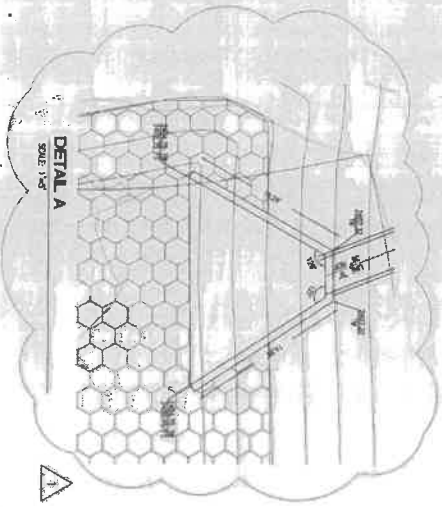
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CONCRETE HEADWALL AND WINDOW (51)

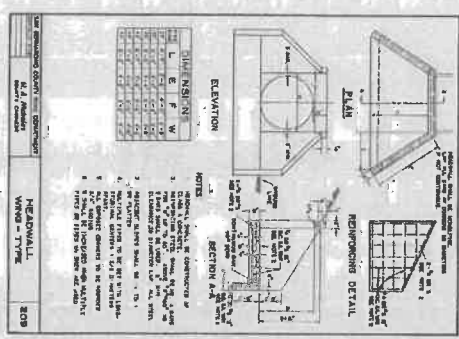


CAP RIBBON DETAIL (53)

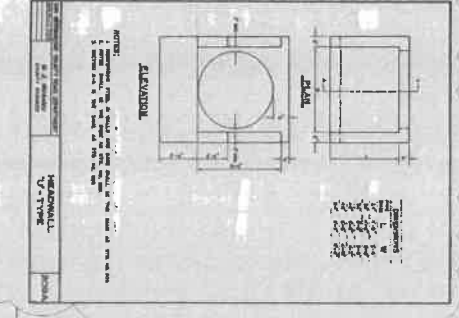


DETAIL A

1



HEADWALL DETAIL (7)



1

DC/AR/BI
 City of Beaumont
 811

REVISIONS

NO.	DATE	DESCRIPTION
1		

DESIGNER
 T. Thierens
 T. Thierens Engineering, Inc.
 10000 West Loop South, Suite 1000
 Houston, Texas 77042
 Phone: 281-485-1111
 Fax: 281-485-1112
 Email: tthierens@tthierens.com

CHECKED BY
 [Signature]

APPROVED BY
 [Signature]

DATE
 4/14/17

CITY OF BEAUMONT
 PUBLIC WORKS DEPARTMENT

CITY OF BEAUMONT, CALIFORNIA
 STORM DRAIN DETAILS
 CHASE 1
 PLAN & PROFILE

SHEET
 9
 OF 5 SHEETS
 10/10/16 3:00 PM



STATE OF CALIFORNIA
DEPARTMENT OF HIGHWAYS
SECTION 011

REVISIONS

NO.	DATE	DESCRIPTION
1		

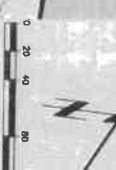
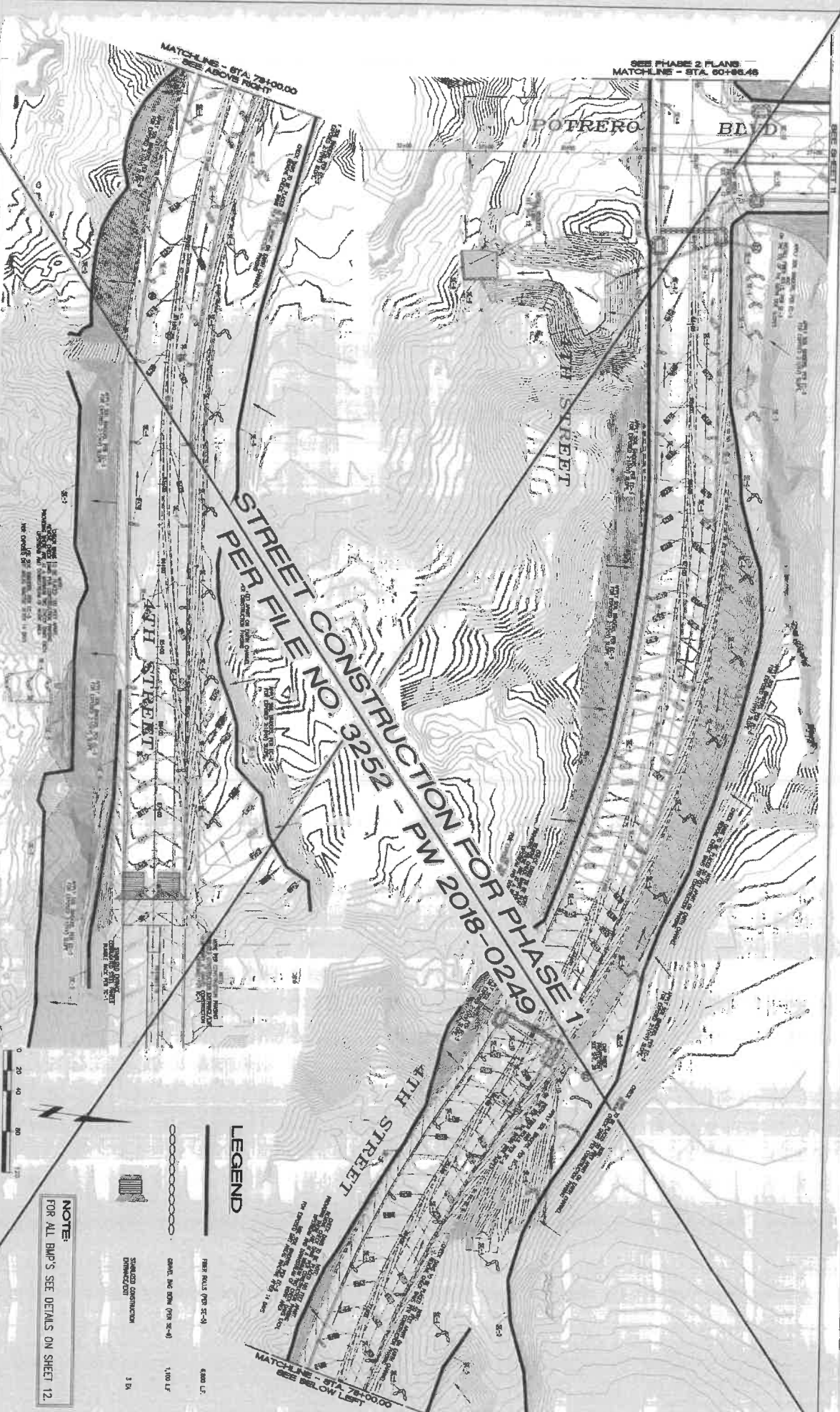
DESIGNER
 CIVIL ENGINEERING, INC.
 1000 S. GARDEN ST., SUITE 100
 ANAHEIM, CALIF. 92805
 TEL: (714) 771-1111
 FAX: (714) 771-1112
 www.civil-engineering.com



APPROVED BY:
 [Signature]
 DATE: 4/11/18

CITY OF BEAUMONT, CALIFORNIA
EROSION CONTROL PLAN
4TH STREET
PHASE 1
PLAN & PROFILE

SHEET
10
OF 10 SHEETS
 3/2004



LEGEND

[Symbol]	18" ROLL (P&S-8)	6000 LF
[Symbol]	36" ROLL (P&S-8)	1,000 LF
[Symbol]	STANDARD CONSTRUCTION DIMENSIONS	3 BA

NOTE:
 FOR ALL BMP'S SEE DETAILS ON SHEET 12.

DIGALERT
 811
 Call before you dig
 1-800-4-A-DIG

BASIS OF BEHAVIOR
 THIS PLAN IS BASED ON THE RECORD DRAWINGS AND FIELD SURVEY DATA PROVIDED BY THE CLIENT. THE ENGINEER HAS CONDUCTED A VISUAL GENERAL CHECK OF THE RECORD DRAWINGS AND FIELD SURVEY DATA AND HAS FOUND THEM TO BE REASONABLY ACCURATE. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA TO VERIFY THE ACCURACY OF THE RECORD DRAWINGS AND FIELD SURVEY DATA. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA TO VERIFY THE ACCURACY OF THE RECORD DRAWINGS AND FIELD SURVEY DATA. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE PROJECT AREA TO VERIFY THE ACCURACY OF THE RECORD DRAWINGS AND FIELD SURVEY DATA.

REVISIONS

NO.	DATE	DESCRIPTION

COMPANY NAME
Thomas Engineering, Inc.
 1000 S. GARDEN ST. SUITE 100
 ANAHEIM, CA 92805
 TEL: 714-938-1111
 FAX: 714-938-1112
 WWW: WWW.THOMAS-ENG.COM

CITY OF BEAUMONT
 BEAUMONT, TEXAS
 PUBLIC WORKS DEPARTMENT

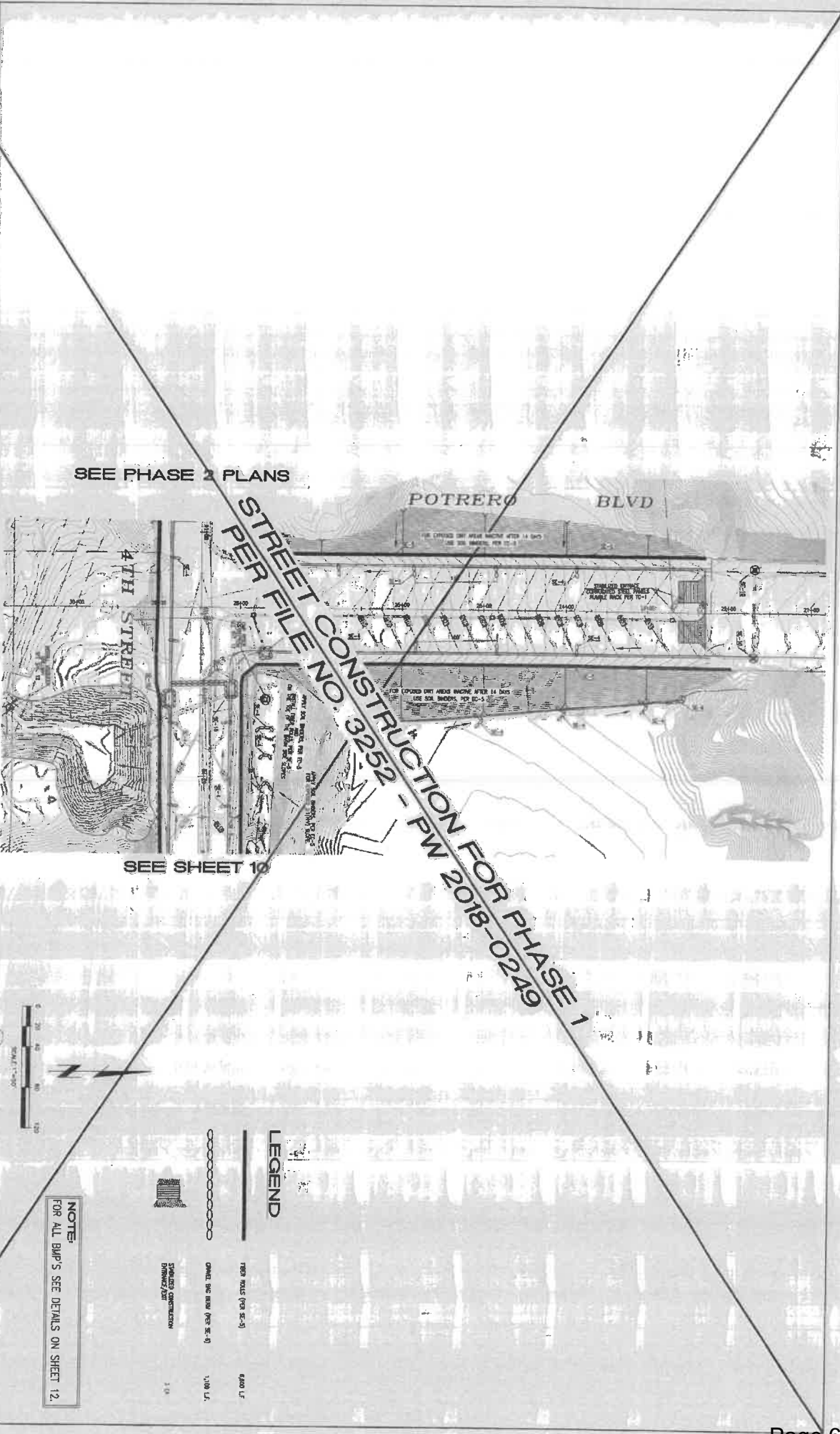
CITY OF BEAUMONT
 BEAUMONT, TEXAS
 PUBLIC WORKS DEPARTMENT

APPROVED BY: [Signature]
DATE: 11/11/18

APPROVED BY: [Signature]
DATE: 11/11/18

CITY OF BEAUMONT, TEXAS
EROSION CONTROL PLAN
POTRERO BLVD
(PHASE 1)
PLAN & PROFILE

SHEET
11
OF 10 SHEETS
OF THIS PROJECT





BASIS OF REVISIONS

NO. 1
DATE: APRIL 2013
DESCRIPTION: INITIAL DESIGN

NO.	DATE	DESCRIPTION
1	APRIL 2013	INITIAL DESIGN

CONSULTANT

THOMAS ENGINEERING, INC.
1000 S. GARDEN AVENUE, SUITE 200
BEAUMONT, CALIFORNIA 94705
TEL: 925-763-1111
WWW.THOMAS-ENGINEERING.COM



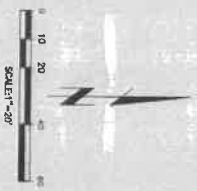
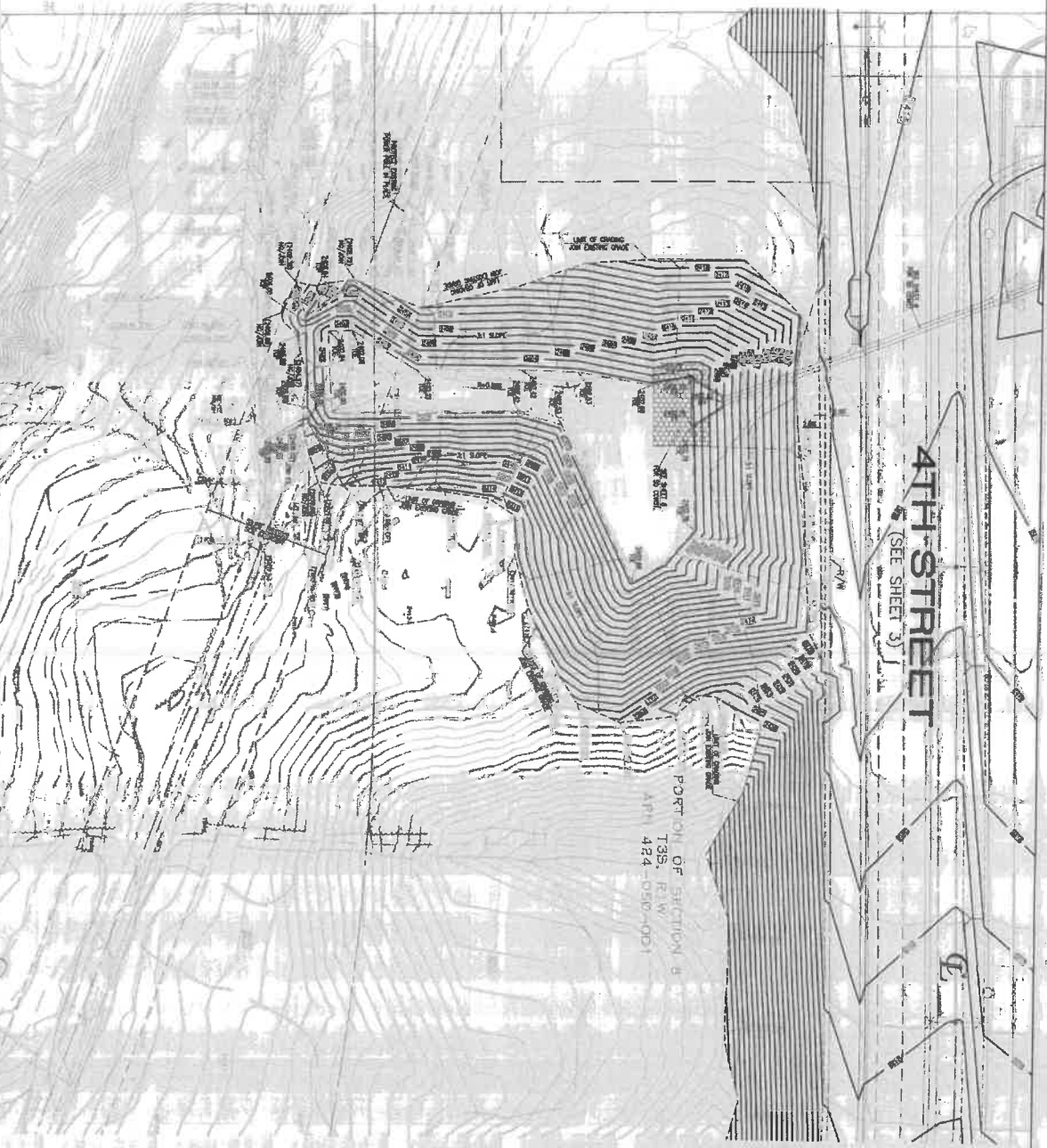
Reviewed By: [Signature]
Date: 4/11/13

Approved By: [Signature]
Date: 4/11/13

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
CONSTRUCTION DIVISION

CITY OF BEAUMONT, CALIFORNIA
TEMPORARY BASIN AND SPILLWAY GRADING
PHASE 1

SHEET
13
OF 16 SHEETS
SCALE: AS SHOWN

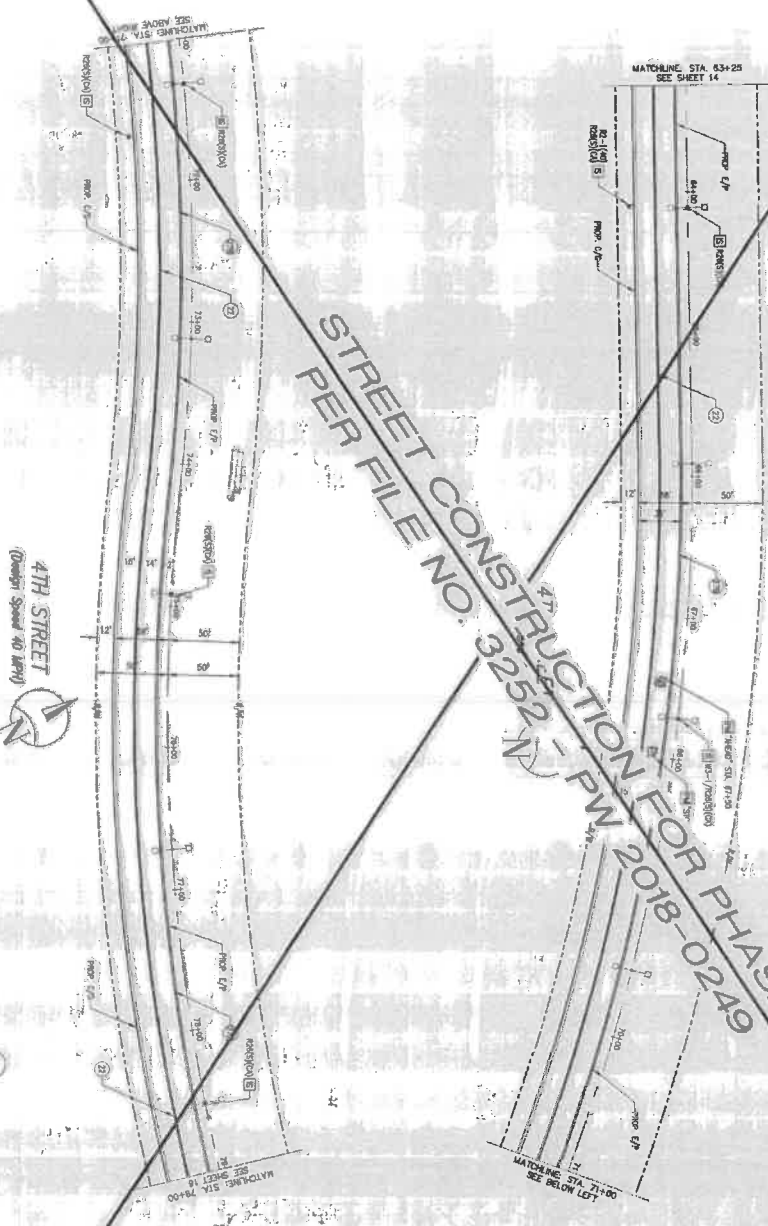


GENERAL NOTES:

1. ALL NEW AND EXISTING SIGNING SHALL BE INSTALLED IN ACCORDANCE WITH THE CALIFORNIA MUTUAL AID ACT AND THE CALIFORNIA MUTUAL AID ACT REGULATIONS (CALMUT 2014 REG. 14.2). THE SIGNING SHALL BE INSTALLED IN ACCORDANCE WITH THE CALIFORNIA MUTUAL AID ACT REGULATIONS (CALMUT 2014 REG. 14.2). THE SIGNING SHALL BE INSTALLED IN ACCORDANCE WITH THE CALIFORNIA MUTUAL AID ACT REGULATIONS (CALMUT 2014 REG. 14.2).
2. REFLECTORIZED ALUMINUM LETTERS AND CHARACTERS SHALL BE USED FOR ALL SIGNING.
3. ALL SIGNING SHALL BE INSTALLED IN ACCORDANCE WITH THE CALIFORNIA MUTUAL AID ACT REGULATIONS (CALMUT 2014 REG. 14.2).
4. THE CITY ENGINEER AND CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF SIGNING.

5. THIS SIGNING PLAN SHALL BE PRINTED WITHIN 24 HOURS OF THE DATE OF THE CITY ENGINEER'S APPROVAL. IT SHALL BE KEPT ON THE PROJECT SITE AT ALL TIMES AND SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES.
6. NEW SIGN POSTS SHALL BE DIMENSIONED TO ACCOMMODATE THE SIGNING. THE SIGNING SHALL BE INSTALLED IN ACCORDANCE WITH THE CALIFORNIA MUTUAL AID ACT REGULATIONS (CALMUT 2014 REG. 14.2).
7. ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE.
8. ALL LINE WORK SHALL BE LOCATED FROM THE CENTERLINE OF THE STREET TO WHICH IT APPLIES.
9. ALL NEW SIGNING AND PAVEMENT MARKINGS MUST BE THRESHOLD.

STREET CONSTRUCTION FOR PHASE 1
PER FILE NO. 3252-N PW 2018-0249



SIGNING AND STRIPING CONSTRUCTION NOTES:

NO.	DESCRIPTION	QUANTITY (LINE FEET)	UNIT PRICE
1	INSTALL SIGN POST	37	\$6.00
2	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
3	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
4	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
5	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
6	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
7	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
8	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
9	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
10	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
11	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
12	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
13	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
14	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
15	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
16	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
17	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
18	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
19	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
20	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
21	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
22	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
23	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
24	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
25	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
26	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
27	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
28	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
29	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
30	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
31	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
32	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
33	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
34	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
35	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
36	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
37	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
38	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
39	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00
40	INSTALL SIGNING: 18" X 24" WHITE SIGN	96	\$1.00



BENCHMARK:
BASIS OF BEARINGS:
CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT

NO.	DATE	REVISIONS
1	03/15/2018	ISSUED FOR PERMITS

TJM ENGINEERING, INC.
TJM Engineering, Inc.
10000 Katy Road, Suite 100
Houston, Texas 77054
Tel: (281) 416-2200
Fax: (281) 416-2201
www.tjm-engineering.com



APPROVED BY: [Signature]
DATE: 03/15/2018
CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT

CITY OF BEAUMONT, CALIFORNIA
SIGNING AND STRIPING PLAN
FOR
4TH STREET
PHASE 2
SHEET 15 OF 16 SHEETS
SCALE: 1" = 40'

Staff Report

TO: Mayor and City Council Members
FROM: Christina Taylor, Community Development Director
DATE: April 16, 2019
SUBJECT: Tentative Tract Map 33680 (East Olive Avenue south of Lana Way) One Year Time Extension

Background and Analysis:

Tentative Tract Map 33680 was approved by City Council on May 2, 2006, for a two-year period. Additionally, City Council approved a one-year extension until May 2, 2009.



Location

The following California bills also extended the map for seven (7) years in California:
SB 1185 – Automatic 1 year extension (Extension until May 2, 2010)
AB 333 – Automatic 2 year extension (Extension until May 2, 2012)
AB 208 – Automatic 2 year extension (Extension until May 2, 2014)
AB 116 – Automatic 2 year extension (Extension until May 2, 2016)

The City Council approved three additional one-year extensions for the map resulting in an expiration of May 2, 2019.

The Subdivision Map Act (66463.5(c)) allows the subdivider to apply for a maximum of six (6) additional one-year extensions. The applicant is currently requesting their fifth one-year extension as construction has not commenced. If approved, the map will expire on May 2, 2020, with one additional extension still possible for consideration.

The subdivision map provides for the division of a 6.33 acre parcel into 24 residential lots, with lot sizes ranging from 7,000 square feet to 10,806 square feet.

There are no unusual or changed circumstances which affect this map or the consideration of a time extension.

Fiscal Impact:

The proposed map extension has no fiscal impact.

Finance Director Review: _____

Recommendation:

1. Approve a one-year extension of time for the approval of Tentative Tract Map 33680.

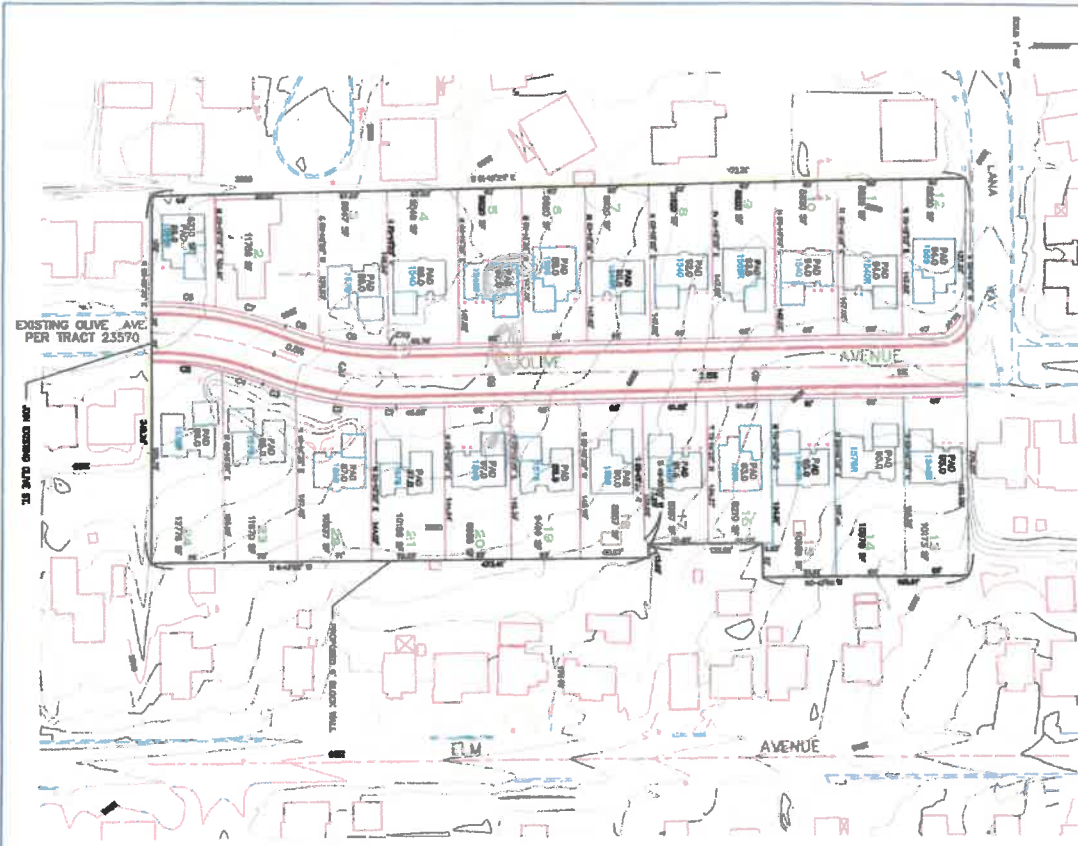
City Manager Review:  _____

Attachments:

- A. Tentative Tract Map 33680

TENTATIVE TRACT MAP NO. 33680

(IN THE CITY OF BEAUMONT, CA)



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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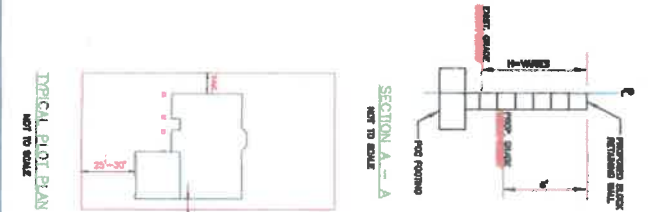
SITE INFORMATION:
 THE APPLICANT HAS BEEN ADVISED THAT THE CITY OF BEAUMONT, CALIFORNIA, IS THE AUTHORITY FOR THE REVIEW AND APPROVAL OF THIS TRACT MAP. THE APPLICANT HAS BEEN ADVISED THAT THE CITY OF BEAUMONT, CALIFORNIA, IS THE AUTHORITY FOR THE REVIEW AND APPROVAL OF THIS TRACT MAP. THE APPLICANT HAS BEEN ADVISED THAT THE CITY OF BEAUMONT, CALIFORNIA, IS THE AUTHORITY FOR THE REVIEW AND APPROVAL OF THIS TRACT MAP.

OWNER/APPLICANT:
 THOMAS BROS. PAGE
 10000 WILSON AVENUE
 BEAUMONT, CA 94805
 (916) 756-1000

ENGINEER:
 THOMAS BROS. PAGE
 10000 WILSON AVENUE
 BEAUMONT, CA 94805
 (916) 756-1000

VALUERS/SERVICES:
 THOMAS BROS. PAGE
 10000 WILSON AVENUE
 BEAUMONT, CA 94805
 (916) 756-1000

PLANNING SERVICES:
 THOMAS BROS. PAGE
 10000 WILSON AVENUE
 BEAUMONT, CA 94805
 (916) 756-1000



RESERVED BY LAND REDEVELOPMENT:
 THOMAS BROS. PAGE
 10000 WILSON AVENUE
 BEAUMONT, CA 94805
 (916) 756-1000

Staff Report

TO: Mayor and City Council Members
 FROM: Kristine Day, Assistant City Manager
 DATE: April 16, 2019
 SUBJECT: City Council Approval of Change Order No. 6 for the Wastewater Treatment Plant Upgrade/Expansion Project for EDI Fine/Coarse Bubble Diffuser Equipment in the Amount Not to Exceed \$24,298.

Change Order 6:

MISCOWater, the pre-selected vendor, and Environmental Dynamics International (EDI), the pre-selected manufacturer of the fine and coarse bubble diffuser equipment that will be installed inside the new aeration basins and converted solids holding tanks have requested an increase to their contract. During the bidding process, there were conflicts in the pricing received from the vendor and as a result, the bid schedule did not reflect the correct pricing.

The cost increase of the EDI fine and coarse bubble diffuser system is in the amount of \$19,415. Adding the applicable taxes, general contractor markup, and bond, the total is \$24,298. This will have no impact to the project schedule.

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 Changes	\$24,298.00

The project accounting for the WWTP contingency is as follows:

Budget Amount	Change Orders 1-6	Remaining
\$4,000,000.00	\$266,242.64	\$3,733,757.36

Fiscal Impact:

The cost for Change Order No. 6 is accounted for within the project accounting budget. No additional funding for this project is being requested for Change Order No. 6.

Finance Director Review: _____

Recommendation:

- 1. Approval of Change Order No. 6 for the Wastewater Treatment Plant Upgrade/Expansion Project for EDI fine/coarse bubble diffuser equipment in the amount not to exceed \$24,298.

City Manager Review:  _____

Attachments:

- A. Change Order 6

Attachment A
Change Order 6



City of Beaumont Wastewater Treatment Plant Salt Mitigation Upgrade Project Change Order No. 06

April 10, 2019

	Amount	Calendar Days	Comp. Date
Contractor: W.M. Lyles Co.	Original Contract: \$ 53,312,000.00	820	1/26/2021
Project Name: Wastewater Treatment Plant Salt Mitigation Upgrade Project	Previous Approved Changes: \$226,944.64	18	
Contract No.: C18-80	This Change: Amount \$24,298.00	0	
CO Number: 06	Revised Contract: \$53,563,242.64	838	2/13/2021
	Original Phase 1 Completion Date		1/22/2020
	Revised Phase 1 Completion Date		2/6/2020

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 (GD*)	Phase 2 / Project Completion Time Extension (GD*)
1	8	COR-132 EDI Fine/Coarse Bubble Diffuser Equip. Line Item 10 Bid Price Discrepancy	\$24,298.00	0	0
2	--	-	--	0	0
NET CHANGE IN CONTRACT AMOUNT - INCREASE (OR-DECREASE)			\$24,298.00	0	0

*Calendar Days

The amount of the Contract will be increased/decreased by the amount of Twenty-Four Thousand Two Hundred and Ninety-Eight Dollars and zero cents (\$24,298.00). 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:  Date: 4-9-19
MWH Constructors, Senior Resident Engineer

Accepted:  Date: 4/10/19
W.M. Lyles Co., Contractor

Approved: Brian Knoll Date: 4/11/2019
Digitally signed by Brian Knoll
DN: cn=Brian Knoll, o=Albert A. Webb Associates, ou=Vice President,
c=Albert A. Webb Associates, ou=Vice President,
e=Brian.Knoll@webbassociates.com,
Date: 2019.04.11 10:46:07-0700
Albert A. Webb Associates, Program Manager

Approved: _____ Date: _____
City of Beaumont, City Manager

Justification for

Proposed Change Order due to cost increase of Fine/Coarse Bubble Diffuser Equipment:

Misco Water and EDI, the pre-selected vendor and manufacturer for the fine and coarse bubble diffuser equipment that will be installed inside the new aeration basins and converted solids holding tanks have requested an increase to their contract as a result of design changes requested in April of 2018 prior to final design and contractor bidding. Line Item-10 of the Bid Schedule was inadvertently not updated to reflect the increased change in price prior to bidding.

The cost increase by EDI fine & coarse bubble diffuser system (Owner pre-selected equipment) is in the amount of \$19,415 Plus applicable taxes. Adding to it is the applicable general contractors' markup and bond totals \$24,298.

This is a justified cost increase to W. M. Lyle contract. Based on prior communications, notifications, and the concurrence of Brian Knoll/Webb, MWHC recommend the city to issue a change order to W. M. Lyle in the amount of \$24,298.00 with no time impact to the project milestones.

Please see the attached change order proposal from W. M. Lyle with cost breakdown and email exchanges between the manufacturer/rep and the Engineer prior to the job bid close date.

Charles Reynolds

Resident Engineer / MWH Constructors

PCO 08 - MWHC Evaluation Summary - OH&P

Item	Description	WML Estimated Cost Change	MWHC Calculated Cost Change	Final Cost Estimate
1	Labor	\$0.00	\$0.00	\$0.00
2	Material	\$20,919.66	\$19,415.00	\$20,919.66
3	Equipment	\$0.00	\$0.00	\$0.00
	Credits			
	Tax Credit			
	Net Total	\$20,919.66	\$19,415.00	\$20,919.66
	markup	\$3,137.95	\$2,912.25	\$3,137.95
	subtotal	\$24,057.61	\$22,327.25	\$24,057.61
	Subcontractor			
4				
	Labor	\$0.00	\$0.00	\$0.00
	Material	\$0.00	\$0.00	\$0.00
	Equipment	\$0.00	\$0.00	\$0.00
	Subcontractors Net Cost	\$0.00	\$0.00	\$0.00
	Subcontractor Markup	\$0.00	\$0.00	\$0.00
	Subcontractor credit	\$0.00	\$0.00	\$0.00
	Subcontractor Tax on Material	\$0.00	\$0.00	\$0.00
	Subcontractor's total w/o Bond	\$0.00		
	Bond	\$0.00	\$0.00	\$0.00
	subtotal	\$0.00	\$0.00	\$0.00
	GC - Subcontract markup	\$0.00	\$0.00	\$0.00
	Material Taxes		\$1,504.66	\$0.00
	Total	\$24,057.61	\$23,831.91	\$24,057.61
	GC Bond & Ins	\$240.58	\$238.32	\$240.58
	Total	\$24,298.19	\$24,070.23	\$24,298.19
			C.O. Cost	\$24,298.00

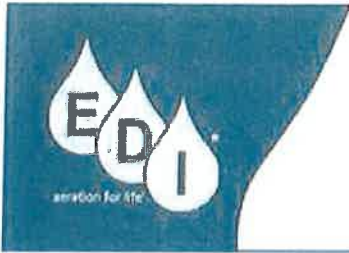
Juan Ahumada

From: Greg Roppelt <Greg.Roppelt@environmentaldynamics.com>
Sent: Tuesday, March 26, 2019 2:01 PM
To: Juan Ahumada
Cc: Erika McGuinn; Rachel Elliott
Subject: RE: [EXTERNAL] RE: [EXTERNAL] Fwd: City of Beaumont Diffusers

Juan:

Yes, I will revise the Change Order document to reflect this.

Regards,
Greg Roppelt
(239) 565-8873
groppelt@wastewater.com



Greg Roppelt
Territory Sales Manager

P: +1 (239) 565-8873
5601 Paris Rd Columbia, MO 65202

From: Juan Ahumada <jahumada@wmlylesco.com>
Sent: Tuesday, March 26, 2019 4:58 PM
To: Greg Roppelt <Greg.Roppelt@environmentaldynamics.com>
Cc: Erika McGuinn <Erika.McGuinn@environmentaldynamics.com>; Rachel Elliott <Rachel.Elliott@environmentaldynamics.com>
Subject: [EXTERNAL] RE: [EXTERNAL] Fwd: City of Beaumont Diffusers

Greg, so that I'm 100% clear, the shortage of you PO amount is \$19,415, correct? See below. Thanks.

\$266,697 – revised pricing sent to Boris on May 14th, 2018
-\$229,742 – Bid item 10 amount
-\$17,540 – amount paid for by the City with separate PO for submittals
\$19,415 – PO shortage

Juan C. Ahumada | Sr. Estimator/Project Manager
W. M. LYLES CO. | Southern Division
42142 Roick Dr. | Temecula, CA 92590
O 951-973-7393 | C 951-972-2056
www.wmlyles.com

From: Greg Roppelt <Greg.Roppelt@environmentaldynamics.com>
Sent: Tuesday, March 26, 2019 1:48 PM
To: Juan Ahumada <jahumada@wmlylesco.com>
Cc: Erika McGuinn <Erika.McGuinn@environmentaldynamics.com>; Rachel Elliott

<Rachel.Elliott@environmentaldynamics.com>
Subject: FW: [EXTERNAL] Fwd: City of Beaumont Diffusers

Juan:

I am sorry for the delay in getting back with you regarding this matter, I have been on the road the past 2 weeks and finally back in the office. Here is the original e-mail that went from our Rep Tom Roberson to Boris of Aqua Engineering with the revised pricing.

Some how between this e-mail and the final proposal that was sent to Boris the numbers got messed up, I believe I grabbed the wrong file and sent it by accident.

Additionally, the difference in the submittal number and what had in your e-mail was that two numbers were switched around

Original Submittal amount and amount invoiced	\$17, 540
Updated submittal amount	\$20, 380
Difference	\$2,840 not \$2,480 which is what I had recorded in the e-mails

Can you please let me know where we have to go from here.

Again, I am sorry for the extended delay in getting back with you on this matter.

Regards,
Greg Roppelt
(239) 565-8873
groppelt@wastewater.com



Greg Roppelt
Territory Sales Manager

P: +1 (239) 565-8873
5601 Paris Rd Columbia, MO 65202

From: Tom Roberson <troberson@miscowater.com>
Sent: Tuesday, March 26, 2019 12:39 PM
To: Greg Roppelt <Greg.Roppelt@environmentaldynamics.com>
Subject: [EXTERNAL] Fwd: City of Beaumont Diffusers

This one?

Regards,
Tom Roberson

Foothill Ranch, Ca 92610

949/458-5555 Office
949/521-1301 Mobile

Begin forwarded message:

From: Tom Roberson <troberson@miscowater.com>
Subject: City of Beaumont Diffusers
Date: May 14, 2018 at 12:32:18 PM PDT
To: Boris Petkovic <borisp@aquaeng.com>

Boris,

I was told by EDI that their revised proposal may have not reached you. I asked them to send it to me so I could get it to you. The revised scope of supply is attached. The pricing is below.

Equipment \$219,607.05
Submittals \$20,380.00
Spare Parts \$ 1,709.95
Sub Total \$241,697
Coarse Bubble System
\$25,000
Total \$266,697

Regards,

Tom Roberson



*27101 Burbank, Suite B
Foothill Ranch, CA 92610
949/458-5555 office
949/382-7705 office direct
949/521-1301 cell*

From: Boris Petkovic <borisp@aquaeng.com>
Date: Friday, April 27, 2018 at 2:21 PM

To: Tom Roberson <troberson@miscowater.com>
Subject: FW: City of Beaumont Diffusers

Tom,

Please see below.

Thanks.

Regards,

From: Boris Petkovic
Sent: Friday, April 27, 2018 3:17 PM
To: 'Brad Gwinnup' <bradg@wcubedinc.com>
Cc: Dallin Stephens <dallins@aquaeng.com>
Subject: City of Beaumont Diffusers

Brad,

We are getting close to completing our final design for this facility. Current bid date is set for June 8th. Our goal is to complete the bid documents by May 16th. The scope of supply and pricing for all pre-selected equipment will be included in the bid documents. We anticipate the Notice to Proceed to be issued in early October and the Purchase Orders issued by the contractor sometime in November of 2018.

At this time we need to confirm the scope of supply with all the pre-selected vendors. Over the course of several emails, we have discussed the following design and scope changes with EDI.

- Due to change in aeration basin geometry, an additional "drop" was added bringing the total to 24 of fine bubble diffuser assemblies (6 per train). Please see attached preliminary drawings for the current layout and confirm.
- The operating liquid depth was decreased to 18 feet. Please provide updated air calculations and confirm the number of diffusers. Design pressure at blowers is 9.5 psig.
- The drop pipe for the aeration basins diffusers provided by EDI (terminated at a flange connection) shall be 19'-6" feet high relative to the floor of the basin.
- No changes in design or scope were made to the diffusers supplied for the solids holding tanks. (Clarify if the sway brace is supplied as shown in the typical drawing 31870)
- Please include in the scope of the supply the coarse bubble diffusers used for mixing of the "empty" membrane trains (see attached preliminary proposal)

Also, based on the schedule above, we need to "hold" the pricing at least until the end of the year. Please note that, since we have not had an opportunity to go through the submittal process, submittal costs need to be included and equipment is subject to submittal approval by the Engineer. Recommended spare parts should also be included in the proposal price. Assuming the changes to the scope above are acceptable, can you provide an updated proposal?

Please let me know if you have any questions or concerns. Thanks.

BORIS PETKOVIC, P.E.
AQUA ENGINEERING
Office:(801) 299-1327 Direct:(801) 683-3734
borisp@aquaeng.com www.aquaeng.com
533 W 2600 S Suite 275 Bountiful, UT 84010

Reynolds, Charles (US-RM-CA)

From: Sayegh, Edmond
Sent: Monday, April 08, 2019 10:19 AM
To: Kristine Day
Cc: Reynolds, Charles (US-RM-CA)
Subject: COB WWTP - EDI fine & coarse bubble diffuser system PO final price discrepancy

Kristine,

There is a cost increase by EDI fine & coarse bubble diffuser system (Owner pre-selected equipment) in the amount of \$19,415 Plus applicable taxes. Adding to it applicable general contractors' markup and bond totals \$24,298.

This is a justified cost increase to W. M. Lyle contract. Based on prior communications, notifications, and the concurrence of Brian Knoll/Webb in the chain of e-mails below, I recommend the city to issue a change order to W. M. Lyle.

Unless you have an objection, MWH will initiate the change order process and obtain the required signatures and if it is okay with you, I will ask Brittany to add this item to the COB staff report for the next CC meeting for approval.

Thanks,

Edmond Sayegh

PE
Senior Construction Manager

626.568.6096 | direct
626.487.8073 | mobile

mwhconstructors.com

From: Brian Knoll <brian.knoll@webbassociates.com>
Sent: Monday, April 08, 2019 10:07 AM
To: Sayegh, Edmond <Edmond.Sayegh@stantec.com>
Cc: Kristine Day <kday@beaumontca.gov>; Reynolds, Charles (US-RM-CA) <Charles.W.Reynolds@stantec.com>; Justin Logan <justinl@aquaeing.com>
Subject: RE: Correspondence # 132 - EDI fine & coarse bubble diffuser system PO final price discrepancy

Edmond

I agree with option #2.

Brian P. Knoll, PE - Vice President
Albert A. Webb Associates
3788 McCray Street, Riverside, CA 92506
t: 951.248.4279
e: brian.knoll@webbassociates.com w: www.webbassociates.com
[LinkedIn](#) | [Twitter](#) | [Facebook](#) | [YouTube](#)

From: Sayegh, Edmond [<mailto:Edmond.Sayegh@stantec.com>]
Sent: Friday, April 05, 2019 2:46 PM
To: Brian Knoll <brian.knoll@webbassociates.com>

Cc: Kristine Day <kday@beaumontca.gov>; Reynolds, Charles (US-RM-CA) <Charles.W.Reynolds@stantec.com>
Subject: Correspondence # 132 - EDI fine & coarse bubble diffuser system PO final price discrepancy
Importance: High

Brian,

I am trying to close out the issue related to the EDI Fine & Coarse Bubble Diffuser system cost increase.

- issue was discussed in the past via e-mails. After we requested back up documentation,
- Contractor provided a change order proposal in the amount of \$24,298, which included the cost increase by EDI \$19,415 Plus applicable taxes, markup and bond.

Request from you: Please let me know your preference from the followings 2 options:

Option 1: Do you advise the City to pay directly to EDI \$19,415 plus Tax.

Option 2: Recommend the City to issue a change order to WML in the amount of \$24,298.

My recommendation:

Option 2: so managing the warranty and liability of the equipment PO is 100% in the Contractor's court.

Please advise.

Thanks,

Edmond Sayegh

PE
Senior Construction Manager

626.568.6096 | direct
626.487.8073 | mobile

mwhconstructors.com

From: BEAU-Edmond Sayegh <mailer@eadocsoftware.com>
Sent: Friday, April 05, 2019 2:26 PM
To: Sayegh, Edmond <Edmond.Sayegh@stantec.com>
Subject: Correspondence # 132 - EDI fine & coarse bubble diffuser system PO final price discrepancy

You have received a new document in the EADOC project management application.

Correspondence # 132

Project: Beaumont WWTP Expansion
Program: City of Beaumont WWTP Salt Mitigation Upgrade
Subject: EDI fine & coarse bubble diffuser system PO final price discrepancy
Type: Contractual Correspondence
Submitted : 03/26/2019
Submitted To: MWH Constructors
Status: Pending
Priority: Low
Due Date: 04/02/2019
Pending On User: BEAU-Brian Knoll, BEAU-Justin Logan

Pending On Org: Albert A. Webb Associates, Aqua Engineering
Created By: W.M. Lyles Co., BEAU-Juan C. Ahumada
Created: 03/26/2019
Distribution:

Primary Billing Location: Beaumont WWTP Expansion

Correspondence: Charles,

See attached change order proposal being requested by EDI for a shortage of their pre-negotiated bid item no. 10 purchase amount. Attached is a cost breakdown and email exchanges between the manufacturer/rep and the engineer prior to the job bid close date which reflect a change in price but did not change on the bid forms.

Let me know if you have any questions or concerns.

Thanks.

Files ----- 55.1173 COP breakdown.pdf 51.61 KB email backup.pdf 851.74 KB

=====

Email support@eadocsoftware.com for help. Service provided by EADOC LLC, Oakland, CA

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Staff Report

TO: Mayor and City Council Members

FROM: Kristine Day, Assistant City Manager

DATE: April 16, 2019

SUBJECT: City Council Approval of Change Order No. 6 with WEKA, Inc., for Changes and Modifications to Brine Line Installation on 4th Street and Potrero Rd. in an Amount not to Exceed \$12,821.87 and Approval of Change Order No. 7 with T.E. Roberts, Inc., for Unknown Utility Crossings and Associated Potholing in an Amount Not to Exceed \$14,300

Background and Analysis:**Change Order No. 6**Item #1 - Drain Installation

Weka Inc., requested clarification for the drain assembly end location and finish elevation on the plan drawings. The interpretation of the drain detail implied that the drain projects out from the mainline at 90 degrees to the edge of the road. That installation was not practical in that location. Albert A. Webb and Associates (Webb) responded with an alternate design clarifying precise limits and location of the subject drain location. This added additional length to the standard detail. Additional materials and excavation will be required to install the drain as shown on the revised plans.

The total cost for Item No. 1 is in the amount of \$4,042.11.

Item No. 2 - Add Vent Line to Manhole

In coordination with Caltrans, Webb provided revised construction drawings for the Caltrans right-of-way on Potrero Boulevard. The location of the air vent line has been extended to be approximately 80 feet from the manhole, which is approximately an extra 60 feet of horizontal run to be out of the future Caltrans right-of-way. The vent line is in the slurry encasement area with approximately 30 inches of cover. Additional costs for the slurry encasement and the additional length of vent piping is required to complete the work.

The total cost for Item No. 2 is in the amount of \$2,613.56.

Item No. 3 – 4th Street Brine Line Changes

Changes to the plans were requested by the engineer as the result of examining the pothole data for 4th Street and new utilities installed after the brine line design was completed. Three areas are being changed and will have additional cost: Area 1 - Maintenance Manhole to Monitoring Manhole (cost increase of \$3,750), Area 2 – Install 45-degree elbow and adjust

pipe realignment (cost increase of \$1,970.79), and Area 3 – Pipe Realignment (cost increase of \$445.41).

Additional costs for survey, labor, equipment, and materials will be required to complete the work.

The total cost for Item No. 3 is in the amount of \$6,166.20.

Summary of Change Order No. 6 Costs:

The cost associated for changes and modifications to Brine Line Installation on 4th Street & Potrero Blvd. is in the amount of \$12,821.87 and will have no impact to the project schedule. The costs for the change order are summarized below:

Item	Cost
Item #1 – Drain Installation	\$4,042.11
Item #2 – Add Vent Line to Manhole	\$2,613.56
Item #3 – 4 th Street Brine Line Changes	\$6,166.20
Total:	\$12,821.87

Change Order No. 7:

The bid documents included Bid Item No. 54 for ten unknown utility crossings including potholing, protection of facility and compacted backfill. During potholing operations, T.E. Roberts, Inc., encountered 23 utilities that are not depicted on the contract drawings. The number of potholes exceeds the quantity on the bid schedule. T.E. Roberts, Inc., is requesting 13 additional unknown utility crossings, including potholing, protection of the facility and compacted backfill. Per the bid documents, the unit price is \$1,100 per pothole. This will have no impact to the project schedule.

The cost for Change Order No. 7 is in the amount of \$14,300.

Brine Line Change Order Summary

CO No.	Contractor	Description	Reason for Change	Amount
1 (Potrero CO 10)	Weka, Inc.	Brine Line Improvements (Pre-Authorized)	Addition of 12" Brine Line during construction	\$238,615.70
2 (Potrero CO 11)	Weka, Inc.	Brine Line Improvements (Remaining Work) (Force Account)	Addition of 12" Brine Line during Construction	\$324,043.15 Not to Exceed but direct to Force Account
3	Weka, Inc.	Brine Line Improvements	Addition of 12" Brine Line	\$646,482.65

		Potrero Boulevard – 4 th Street	During Construction	
4	Weka, Inc.	County of Riverside Encroachment Permit Credit	City paid fee for encroachment permit, but	(\$45,460.00)
5	Weka, Inc.	Potrero Bridge / Caltrans Right-of-Way	Brine Line Installation Requirements	NTE \$90,000.00
6	Weka, Inc.	Changes and Modifications to Brine Line Installation on 4 th Street & Potrero Rd.	Drain Installation, Add Vent Line to MH, and 4 th Street Brine Line Changes	\$12,821.87
7	T.E. Roberts, Inc.	Unknown Utility Crossings and Associated Potholing	Additional Potholes Not on Plans	\$14,300.00

The project accounting for the brine line contingency is as follows:

Brine Line Contingency	Budget Amount	Change Orders 1-7	Remaining
	\$2,600,000.00	\$1,280,803.37	\$1,319,196.63

Fiscal Impact:

The costs for Change Order Nos. 6 and 7 are accounted for within the project account budget. No additional funding for this project is being requested for Change Order Nos. 6 and 7.

Finance Director Review: _____

Recommendation:

1. Approval of Change Order No. 6 with WEKA, Inc., for changes and modifications to the brine line installation on 4th Street and Potrero Rd. in an amount not to exceed \$12,821.87; and
2. Approval of Change Order No. 7 with T.E. Roberts, Inc., for unknown utility crossings and associated potholing in an amount not to exceed \$14,300.

City Manager Review:  _____

Attachments:

- A. Change Order No. 6
- B. Change Order No. 7

Attachment A
Change Order 6



City of Beaumont Brine Disposal Pipeline Project Change Order No. 06

April 2, 2019

Contractor: Weka, Inc.	Original Contract: \$ 10,869,324.00	Calendar Days: 480	Comp. Date: 2/22/2020
Project Name: Brine Pipeline Installation Project, Reach 1	Previous Approved Changes: \$ 601,022.65	Calendar Days: 15	Comp. Date: 3/08/2020
Contract No.: C18-78	This Change: \$ 12,821.87	Calendar Days: 0	Comp. Date: 3/08/2020
CO Number: 06	Revised Contract: \$ 11,483,168.52	Calendar Days: 495	Comp. Date: 3/08/2020

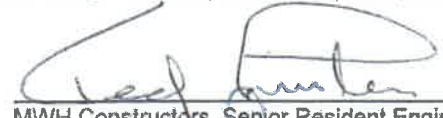
This change order covers changes to the subject contract as described herein. The Contractor shall supply all labor, equipment and materials to complete the Change Order items for the lump sum price agreed upon herein. All Change Order items must be submitted to the District for approval prior to fabrication.

Item No.	PCO No.	Description of Changes	Amount	Time Extension (CD*)
1	4	Drain Installation	\$ 4,042.11	0
2	6	Add vent line to manhole	\$ 2,613.56	0
3	7	4 th Street Brine Line Changes	\$ 6,166.20	0
NET CHANGE IN CONTRACT AMOUNT - INCREASE			\$ 12,821.87	0

*Calendar Days

The amount of the Contract will be increased by Twelve Thousand, Eight Hundred Twenty-One dollars and Eighty-Seven cents. The Contract Time will be increased by 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 District 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 District.

Recommended: 
MWH Constructors, Senior Resident Engineer

Date: 4/2/2019

Accepted: 
Weka Inc., Contractor

Date: 4/3/2019

Approved: 
Albert A. Webb Associates, Program Manager

Date: 4/8/2019

Approved: _____
City Manager, City of Beaumont

Date: _____

Change Order # 6

Brine Line Reach 1
City of Beaumont WWTP Salt Mitigation Upgrade

Printed 04/02/2019, Page 1 of 1



Subject: Changes and Modifications to Brine Line Installation on 4th Sreet & Potrero Rd

Submitted : 04/02/2019
Amount: 12,821.87

ID: **Purchase Order:** 18/190117

Original Contract: 10,869,324.00
Approved To Date: 601,022.65
Contract Amount + Changes: 11,470,346.65 5.53%
Amount: 12,821.87
New Contract Amount: 11,483,168.52 5.65%
Contract Duration + Changes: 495
Compensable Days: 0
Non Compensable Days: 0
New Contract Duration: 495

PCO	Schedule ID	Amount	Adjustment	Compensable Days	Adj	Non Compensable Days	Adj
4 - Drain Installation Sta. 10+28		4,042.11	0.00	0	0	0	0
6 - Add Vent Line to MH		2,613.56	0.00	0	0	0	0
7 - 4th St Brine Line Changes		6,166.20	0.00	0	0	0	0
		12,821.87	0.00	0	0	0	0

References

PCO # 4 Drain Installation Sta. 10+28 (Change Order No. 03). Closed
 PCO # 6 Add Vent Line to MH Closed
 PCO # 7 4th St Brine Line Changes Closed

PCO # 4

Brine Line Reach 1
City of Beaumont WWTP Salt Mitigation Upgrade



Printed 04/02/2019, Page 1 of 3

Drain Installation Sta. 10+28 (Change Order No. 03).

Contract: C18-78
Contractor: Weka, Inc
ISO Currency Code: USD
Purchase Order: 18/190117

Submitted : 02/21/2019
Submitted To: BEAU-Brad Sackett, BEAU-Neil Kaufman
Status: Closed
Priority: High

Created By: MWH Constructors, BEAU-Ted Luiten
Created: 02/21/2019

Change Date:
Schedule ID:
Not to Exceed \$: 0.00
Set:
Reason: Design Omission C
Requested By:

Approved Thru Last: 601,022.65
Amount Added: 4,042.11
New Approved Amount: 605,064.76
Current Contract Duration: 495
Days Added: 0
New Contract Duration: 495

Budget :
Funding:
Cost Item:

Proposed Design Change Summary:

Extend the Drain Assembly to behind the curb and gutter as indicated in the Response for RFI 006

References

RFI # 6	RFI No. 6 - Request For Clarification, Drain Assembly End Location, STA. 10+28.00	Closed
Drawing Combined Bid Plans 20181204.1	Pipe Installation for the "Gap" segment	Published

PCO # 4

Brine Line Reach 1
City of Beaumont WWTP Salt Mitigation Upgrade

Printed 04/02/2019, Page 2 of 3

MWH Constructors Response to PCO # 4

Number: 2
Revision:
Revision Date:
Submitted : 04/02/2019
Created By: MWH Constructors, BEAU-Ted Luiten
Type: Proposal

Approval: Approved
Date Approved: 04/02/2019
Approved By: BEAU-Ted Luiten

Compensable Days: 0
Non Compensable Days: 0
Amount: 4,042.11

Comment:

MWHC Proposal Review & Response to Weka Correspondence # 21

In reviewing the Change Order Request the following observations were made.

- The changes were noted in the response to RFI 006 as it pertains to the Caltrans Potrero Permit Plans
- The interpretation of the Drain Detail implies that the drain projects out from the mainline at 90 degrees to the edge of the road. This installation is not practical in this location
- RFI 006 response provides an alternate design and additional length to the standard detail
 - o This would constitute additional cost for installation
- In reviewing the estimated cost for the additional 36ft of pipe [pipe comes in 18ft lengths] and the proposed point of termination, this estimate appears to be reasonable
 - o This value is reasonable and recommend \$4042.11

In discussion with Weka the additional calendar day will be eliminated

Webb Associates Response

I concur with your findings and approach

PCO # 4

Brine Line Reach 1
City of Beaumont WWTP Salt Mitigation Upgrade

Printed 04/02/2019, Page 3 of 3

References

Correspondence # 67	Change of Conditions - Drain Revisions	Closed
---------------------	----------------------------------------	--------

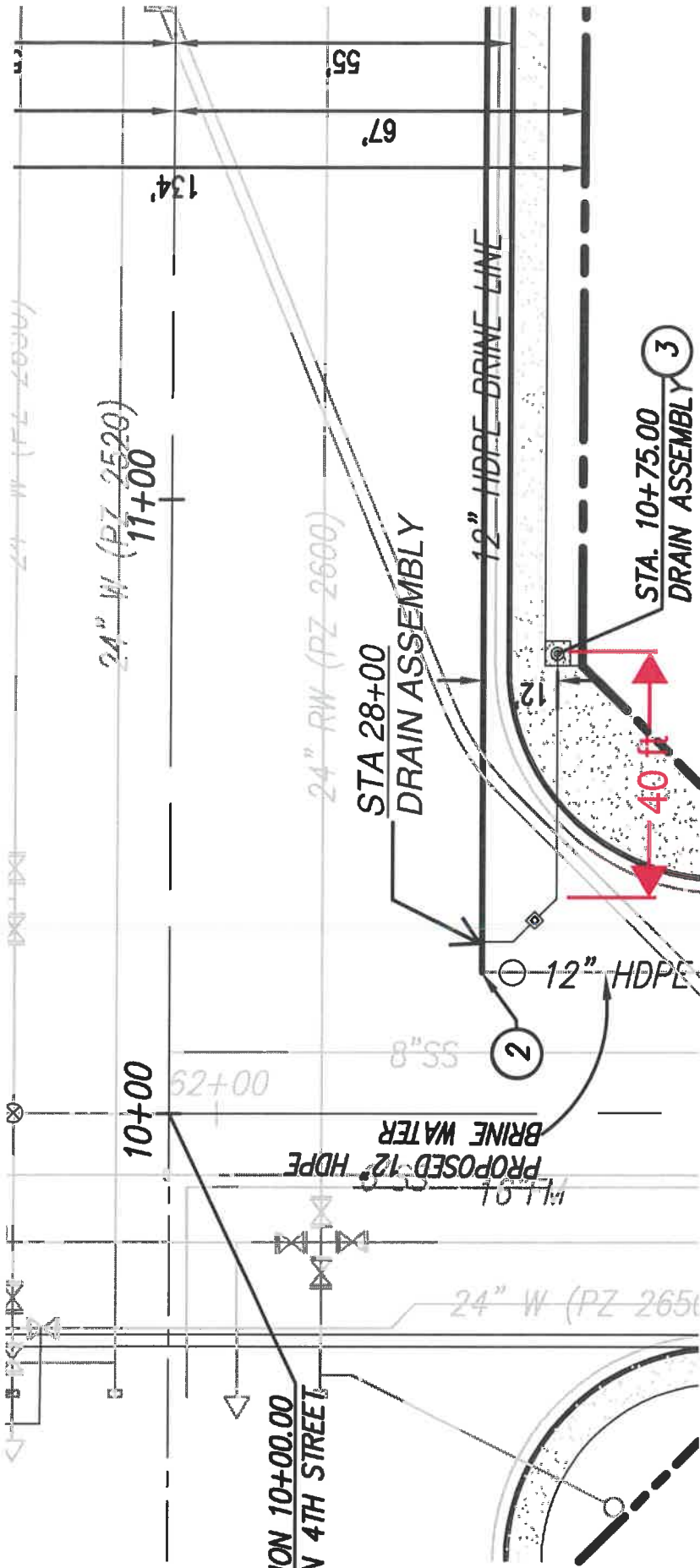
Files

Review & Response to Correspondence #21 - 20190301 Pkg.pdf	44.13 KB
Correspondence No. 21 - adj.pdf	175.71 KB

Review & Response to Weka Correspondence # 21

In reviewing the Change Order Request the following observations were made.

- The changes were noted in the response to RFI 006 as it pertains to the Caltrans Potrero Permit Plans
- The interpretation of the Drain Detail implies that the drain projects out from the mainline at 90 degrees to the edge of the road. This installation is not practical in this location
- RFI 006 response provides an alternate design and additional length to the standard detail
 - This would constitute additional cost for installation
- In reviewing the estimated cost for the additional 36ft of pipe [pipe comes in 18ft lengths] and the proposed point of termination, this estimate appears to be reasonable
 - This value is reasonable and recommend **\$4042.11**



**ATION EQUATION 10+00.00
1+92.23-JOIN 4TH STREET**

- ① CONSTRUCT MAINTENANCE
- ② INSTALL 12" HDPE
- ③ CONSTRUCT DRAIN
- ④ INSTALL 17" HDPE

4TH STREET

Correspondence # 67 Response # 2

Brine Line Reach 1
City of Beaumont WWTP Salt Mitigation Upgrade



Printed 03/27/2019, Page 1 of 1

Subject: Albert A. Webb Associates Response to Correspondence # 67
Submitted : 03/07/2019
Created By: Albert A. Webb Associates, BEAU-Brad Sackett

Comment:

Ted -

I concur with your findings and approach.

Brad Sackett

WEKA INC

27075 5th Street
Highland, CA 92346
Ph: (909) 425-8700 – Fax: (909) 425-8706
Contractors License #670100
wekainc@gmail.com

January 21, 2019

Correspondence No. 21

Brine Disposal Pipeline – Reach 1 Project

City of Beaumont
Care of: Ted Luiten R.E.
550 E. 6th Street
Beaumont, CA 92223

Subject: Change of Conditions, Drain Installation Sta. 10+28 (Change Order No. 03).

Ted,

Weka Inc. has received and reviewed the City of Beaumont response to RFI No. 06 and offers the following change order request in response.

January 16, 2019 Weka Inc. submitted RFI No. 06 requesting clarification for the drain assembly end location and finish elevation absent from Change Order No. 03 drawings. February 4, 2019 Webb and Associates responded with a revised drawing clarifying precise limits and location of the subject drain location. Comparison of the revised drawing against the original drawing provided with the request for proposal indicates additional materials and excavation will be required to install the drain as shown.

Below you will find a brief summary of the labor, equipment and materials required in addition to contract quantities provided at the time of quote.

Labor, Equipment & Materials \$4,042.11

~~Calendar Day Expended 1~~

Weka Inc. is hereby requesting reimbursement for labor, materials, equipment, and time expended on the identified changed conditions. Applicable labor and equipment rates with accompanying material invoices have been provided for City of Beaumont review and consideration.

Should you have questions or require any further clarification please feel free to contact me directly.

Thank you,
Neil R Kaufman
Neil Kaufman
Weka Inc.

Attachments: IWW Invoices, Labor and Equipment Breakdown

INLAND WATER WORKS SUPPLY CO
 2468 Miramonte Drive
 San Bernardino, CA 92405
 909-883-8941
 Fax 909-881-4041

Acknowledgement


ORDER DATE	ORDER NUMBER
02/19/2019	S1020825.001
INLAND WATER WORKS SUPPLY CO 2468 Miramonte Drive San Bernardino, CA 92405 909-883-8941 Fax 909-881-4041	PAGE NO.
	1 of 1

SOLD TO:

SHIP TO:

WEKA INC
 27075 FIFTH STREET
 HIGHLAND, CA 92346

WEKA INC
 27075 FIFTH STREET
 HIGHLAND, CA 92346

ORDERED BY	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
LES	BEAUMONT		HOUSE	
WRITER	SHIP VIA	TERMS	SHIP DATE	
DAGAN STURDIVAN	DAGAN'S TRK	2% 30 DAYS NET 31	02/20/2019	
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
10ea	316SSMJBNS06 6" 316SS MJ T BOLT & NUT SET		38.000/ea	380.00
	 _____ Signature Date Dagan S 2/19/19 _____ Printed Name Items			
			Subtotal	380.00
			S&H Charges	0.00
			Tax	29.45
			Amount Due	409.45

INLAND WATER WORKS SUPPLY CO
 2468 Miramonte Drive
 San Bernardino, CA 92405
 909-883-8941
 Fax 909-881-4041

Acknowledgement

ORDER DATE	ORDER NUMBER
02/18/2019	S1020785.001
INLAND WATER WORKS SUPPLY CO 2468 Miramonte Drive San Bernardino, CA 92405 909-883-8941 Fax 909-881-4041	PAGE NO.
	1 of 1

SOLD TO:

SHIP TO:

WEKA INC
 27075 FIFTH STREET
 HIGHLAND, CA 92346

WEKA INC
 27075 FIFTH STREET
 HIGHLAND, CA 92346

ORDERED BY	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
ADAM	BEAUMONT		HOUSE
WRITER	SHIP VIA	TERMS	SHIP DATE
DAGAN STURDIVAN	WILL CALL	2% 30 DAYS NET 31	02/18/2019
ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
2ea	DIMJSSB45401P06LACC	198.530/ea	397.06
4ea	6" DI MJ SSB 45 ELL 401P LINED LACC SGDPPK06N 6" STAR SGDPPK06 IMPORT STARGRIP KIT FITTING RESTRAINT DIP <small>2019/02/18 09:52:24 AM S1020785.1</small> <i>Adam Sun</i> ADAM	33.000/ea	132.00
		Subtotal	529.06
		S&H Charges	0.00
		Tax	42.32
		Amount Due	571.38

INLAND WATER WORKS SUPPLY CO
 2468 Miramonte Drive
 San Bernardino, CA 92405
 909-883-8941
 Fax 909-881-4041



Quotation

EXPIRATION DATE	QUOTE NUMBER
03/22/2019	S1020887
WE APPRECIATE THE OPPORTUNITY TO BID	
PAGE NO. 1 of 1	

QUOTE TO:

SHIP TO:

WEKA INC
 27075 FIFTH STREET
 HIGHLAND, CA 92346

WEKA INC
 27075 FIFTH STREET
 HIGHLAND, CA 92346

ORDERED BY	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
	BEAMOUNT		HOUSE	
WRITER	SHIP VIA	TERMS	SHIP DATE	
DAGAN STURDIVAN		2% 30 DAYS NET 31	02/20/2019	
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
	***** IMPORTANT NOTE FOR JOB BIDS *****			
	* This quotation is based on our takeoff and interpretation of the plans and specifications. Although we do our very best to be thorough and correct, we do not guarantee that this bid represents all material needed to complete this job. *			
	***** IMPORTANT NOTE FOR ALL BIDS *****			
	* PVC pipe prices are quoted on a 30/30 basis unless otherwise noted. This means the PVC pipe pricing will be held only if the PVC pipe is ordered within 30 days of the bid date and shipped within 60 days of the bid date. *			
	All other prices are good for 30 days from the bid date.			
36ea	DITJ06PC350401		26.918/ea	969.05
	6" PC350 TJ DUCTILE IRON PIPE 401P			
2ea	GUSFL06		82.730/ea	165.46
	6" FIELD LOK GASKET			

THANK YOU FOR THE OPPORTUNITY TO BID!

Subtotal	1134.51
S&H Charges	0.00
Estimated Tax	87.92
Amount Due	1222.43

PCO # 6

Brine Line Reach 1
City of Beaumont WWTP Salt Mitigation Upgrade



Printed 04/02/2019, Page 1 of 3

Add Vent Line to MH

Contract: C18-78
Contractor: Weka, Inc
ISO Currency Code: USD
Purchase Order: 18/190117

Submitted : 02/26/2019
Submitted To: BEAU-Brad Sackett, BEAU-Neil Kaufman
Status: Closed
Priority: High

Created By: MWH Constructors, BEAU-Ted Luiten
Created: 02/26/2019

Change Date:
Schedule ID:
Not to Exceed \$: 0.00
Set:
Reason:
Requested By: Owner

Approved Thru Last: 605,064.76
Amount Added: 2,613.56
New Approved Amount: 607,678.32
Current Contract Duration: 495
Days Added: 0
New Contract Duration: 495

Budget :
Funding:
Cost Item:

Proposed Design Change Summary:

Add vent line to the manhole on the north side of the Potrero Bridge

References

Correspondence # 57	Potrero Bridge / Caltrans ROW - Brine Line Installation Requirements	Pending
---------------------	----------------------------------------------------------------------	---------

PCO # 6

Brine Line Reach 1
City of Beaumont WWTP Salt Mitigation Upgrade

Printed 04/02/2019, Page 2 of 3

MWH Constructors Response to PCO # 6

Number: 3
Revision:
Revision Date:
Submitted : 04/02/2019
Created By: MWH Constructors, BEAU-Ted Luiten
Type: Proposal

Approval: Approved
Date Approved: 04/02/2019
Approved By: BEAU-Ted Luiten

Compensable Days: 0
Non Compensable Days: 0
Amount: 2,613.56

Comment:

MWH Constructors Review & Response to Weka Correspondence # 22 R1 adj 20190328

In reviewing the Change Order Request the following observations were made.

- The changes were noted in the Potrero Brine Line Caltrans Design Review Submittal (R1)
- Noted that the vent is now approximately 80ft from the manhole, this would appear to be approximately an extra 60ft of horizontal run.
 - o This would constitute additional cost for installation
- Noted that the vent line is in the slurry encasement area with approximately 30 inches of cover.
 - o This would constitute additional cost for installation
- Revised estimate has been provided from the contractor
- In reviewing the estimated cost for the additional slurry encasement and the proposed point of termination, this estimate appears to be reasonable
 - o This value is reasonable and recommend \$2613.56

In discussion with Weka the additional calendar day will be eliminated

Webb Associates response:

The extended air vent line and slurry requirement was added to the plans after coordination with Caltrans. I have no objection to additional costs indicated.

PCO # 6

Brine Line Reach 1
City of Beaumont WWTP Salt Mitigation Upgrade

Printed 04/02/2019, Page 3 of 3

References

Correspondence # 70	Change of Conditions MH 596+35 - Weka Inc. Correspondence No. 22	Pending
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Files

Review & Response to Correspondence #22_R1 adj - 20190328 Pkg.pdf	803.18 KB
EADOC #70 Correspondence No. 22_R1_Response___6.pdf	181.35 KB

Review & Response to Weka Correspondence # 22 R1 adj 20190328

In reviewing the Change Order Request the following observations were made.

- The changes were noted in the Potrero Brine Line Caltrans Design Review Submittal (R1)
- Noted that the vent is now approximately 80ft from the manhole, this would appear to be approximately an extra 60ft of horizontal run.
 - This would constitute additional cost for installation
- Noted that the vent line is in the slurry encasement area with approximately 30 inches of cover.
 - This would constitute additional cost for installation
- Revised estimate has been provided from the contractor
- In reviewing the estimated cost for the additional slurry encasement and the proposed point of termination, this estimate appears to be reasonable
 - This value is reasonable and recommend **\$2613.56**

Correspondence # 70 Response # 6

Brine Line Reach 1
City of Beaumont WWTP Salt Mitigation Upgrade



Printed 04/02/2019, Page 1 of 1

Subject: Albert A. Webb Associates Response to Correspondence # 70
Submitted : 04/02/2019
Status: Pending
Created By: Albert A. Webb Associates, BEAU-Brad Sackett

Comment:

Ted -

The extended air vent line and slurry requirement was added to the plans after coordination with Caltrans. I have no objection to additional costs indicated.

Brad Sackett

WEKA INC

27075 5th Street
Highland, CA 92346
Ph: (909) 425-8700 – Fax: (909) 425-8706
Contractors License #670100
wekainc@gmail.com

March 18, 2019

Correspondence No. 22R_1

Brine Disposal Pipeline – Reach 1 Project

City of Beaumont
Care of: Ted Luiten R.E.
550 E. 6th Street
Beaumont, CA 92223

Subject: Change of Conditions, Vent Location MH STA 596+35. Drain Installation Sta. 10+28 (Change Order No. 03).

Ted,

Weka Inc. has received and reviewed your response to Correspondence No. 22 and offers the following amended change order request in response.

February 7, 2019 Webb & Associates provided revised construction drawings for the Caltrans right of way on Potrero Bouvard. Follow up investigation of the subject revision indicates changes to the Maintenance Manhole located at Station 596+45. Comparison of the revised drawings confirms additional labor, equipment, and materials will be required to install the additional 60 linear feet of vent piping and two sack slurry backfill as shown.

Below you will find a brief summary of the resources required in addition to contract quantities provided and the time of quote.

Labor, Equipment & Materials \$2,613.56

~~Calendar Day Expended 1~~

Weka Inc. is hereby requesting reimbursement for labor, materials, equipment, and time expended on the identified changed conditions. Applicable labor and equipment rates with accompanying material invoices have been provided for City of Beaumont review and consideration.

Should you have questions or require any further clarification please feel free to contact me directly.

Thank you,
Neil R Kaufman
Neil Kaufman
Weka Inc.

Attachments: IWW Invoice (PVC only), Two Sack Slurry, Labor and Equipment Breakdown

LABOR & EQUIPMENT RATES 2018/19

WEKA INC
27075 5th Street
Highland CA 92346
Ph (909) 425-8700 Fax (909) 425-8706

PROJECT: City of Beaumont Brine Disposal Pipeline Reach I

REPORT: Quote
DATE: TBD
DAY: TBD

DESCRIPTION: MH Vent Extension w/ Two Sack Slurry, Station 596+35 (Sheet C-58A).

EQUIPMENT	Qty	Idle Hours	Idle Rate	Oper Hours	Oper Rate	Extended Amounts
Air Compressor (Trailer 016-025)	1	0	\$10.45	0	\$16.81	\$0.00
Air Compressor (Truck 004-016)	1	0	\$2.37	0	\$15.21	\$0.00
Laymoor Broom (MTTD) All	1	0	\$4.20	0	\$24.55	\$0.00
Johnston Broom (FPR) All	1	0	\$22.05	0	\$147.01	\$0.00
Compactor (COMP 250)	1	0	\$1.78	0	\$8.41	\$0.00
Concrete Mixer (SORP 06-11)	1	0	\$0.45	0	\$3.36	\$0.00
Generator Small (008-015)	1	0	\$1.09	0	\$7.50	\$0.00
Generator (025-050)	1	0	\$1.73	0	\$12.04	\$0.00
Generator (050-100)	1	0	\$3.09	0	\$21.30	\$0.00
Light Plant (4 LIGHT)	1	0	\$1.06	0	\$7.61	\$0.00
Komatsu 655 Grader (9010)	1	0	\$9.34	0	\$69.16	\$0.00
Case 9060B Excavator (0120B)	1	0	\$35.20	0	\$169.66	\$0.00
Hyundai 290LC Excavator (2970)	1	0	\$21.64	0	\$103.61	\$0.00
Komatsu PC138 Excavator (9495)	1	0	\$11.03	0	\$52.90	\$0.00
Komatsu PC228/238 Excavator (9516G)	1	0	\$20.34	1	\$98.31	\$98.31
Komatsu PC308 Excavator (9526A)	1	0	\$27.80	0	\$134.24	\$0.00
PC490/SK480 Excavator (9537)	1	0	\$36.57	0	\$176.58	\$0.00
PC600/ZX600 Excavator (9539)	1	0	\$51.63	0	\$251.76	\$0.00
PC35/303.5 Mini Excavator (7686E)	1	0	\$6.69	0	\$31.43	\$0.00
Case 570 Skiploader (1690)	1	0	\$4.86	0	\$45.31	\$0.00
Deere 210 Skiploader (2495)	1	0	\$5.09	0	\$33.73	\$0.00
Cat 420 Loader Backhoe (1861M4)	1	0	\$6.11	0	\$40.65	\$0.00
Komatsu WB140 Loader Backhoe (4700)	1	0	\$6.53	0	\$43.82	\$0.00
Komatsu WA320 Loader (4539)	1	0	\$12.97	1	\$118.35	\$118.35
Komatsu WA430 Loader (4543C)	1	0	\$17.80	0	\$120.85	\$0.00
8X12 Steel Plate (0220)	1	0	\$0.73	0	\$1.40	\$0.00
8x10 Trench Box (0550)	1	0	\$4.90	0	\$9.36	\$0.00
8x16 Trench Box (0570)	1	0	\$8.67	0	\$16.55	\$0.00
8x24 Trench Box (0580)	1	0	\$12.04	0	\$23.01	\$0.00
K-Rail 20 ft (0820)	1	0	\$0.25	0	\$0.48	\$0.00
Concrete Saw (0900)	1	0	\$9.40	0	\$100.72	\$0.00
Asphalt Zipper (0201)	1	0	\$10.94	0	\$78.92	\$0.00
Milling Attachment (0380)	1	0	\$4.85	0	\$34.94	\$0.00
Pumps (010-020)	1	0	\$1.73	0	\$4.53	\$0.00
Asphalt Roller Cat CB214B (8026)	1	0	\$5.31	0	\$26.22	\$0.00
Asphalt Roller Cat CB434D (8062D)	1	0	\$12.58	0	\$65.36	-\$0.00
Asphalt Roller DD24/ Hamm V14 (3572)	1	0	\$6.64	0	\$32.94	\$0.00
Asphalt Roller DD14 (3570)	1	0	\$5.00	0	\$24.74	\$0.00
Chain Saw (5-HP)	1	0	\$0.31	0	\$2.29	\$0.00
Chop Saw (10-20)	1	0	\$1.10	0	\$6.36	\$0.00
Dozer D-6N XL (3755)	1	0	\$13.86	0	\$78.27	\$0.00
Skid steer Cat/Komatsu (C)	1	0	\$4.24	0	\$23.76	\$0.00
Message Board (SOL1)	1	0	\$3.51	0	\$10.20	\$0.00
Arrow Board (TM)	1	0	\$1.09	0	\$3.02	\$0.00
Traffic Control	1	0	\$90.00	0	\$125.00	\$0.00
Tag Trailer (LB-A 100)	1	0	\$6.04	0	\$15.01	\$0.00
Low Bed Trailer (LB-A 200)	1	0	\$7.62	0	\$18.93	\$0.00
Tilt Deck Trailer (08-10)	1	0	\$1.77	0	\$4.40	\$0.00
F-150/ Chevy 1500 (00-06)	1	0	\$2.92	0	\$22.02	\$0.00
F-350 (06-12)	1	0	\$3.64	2	\$24.98	\$49.96
F-450 (12-20)	1	0	\$4.51	0	\$32.48	\$0.00
Water Truck 2,000 Gal (20-28)	1	0	\$4.91	0	\$34.49	\$0.00
Water Truck 4,000 Gal (36-48)	1	0	\$7.35	0	\$53.72	\$0.00
Dump Truck Super 10 (4AXL)	1	0	\$13.53	0	\$69.24	\$0.00
Truck and Trailer (5AXL)	1	0	\$15.03	0	\$76.23	\$0.00
Welder (0-250)	1	0	\$1.01	0	\$4.95	\$0.00
Vermeer Vac Trailer (9017)	1	0	\$0.00	0	\$32.10	\$0.00
EQUIPMENT TOTAL =						\$266.62

MATERIALS & SUPPLIERS					
Description	Unit	Qty	Hrs	Unit Cost	Extended Amount
Vent Piping (Inland Water Works)	LF	60		\$2.20	\$132.00
Robertson's Two Sack Slurry (Caltrans)	CY	9		\$120.00	\$1,080.00
		0		\$0.00	\$0.00
		0		\$0.00	\$0.00
		0		\$0.00	\$0.00
		0		\$0.00	\$0.00
		0		\$0.00	\$0.00
		0		\$0.00	\$0.00
		0		\$0.00	\$0.00
		0		\$0.00	\$0.00
Materials w/ Tax				Materials TOTAL=	\$1,212.00
TOTAL COST EQUIPMENT & MATERIALS =					\$1,478.62

LABOR	Std Rate	OT Rate	DT Rate	Std Hours	OT Hours	DT Hours	Extended Amount
Foreman	\$75.52	\$100.34	\$125.15	2	0	0	\$151.04
				0	0	0	\$0.00
Operator Group 12	\$75.52	\$100.34	\$125.15	1	0	0	\$75.52
Operator Group 8	\$75.23	\$99.90	\$124.57	1	0	0	\$75.23
Pipelayer	\$56.38	\$74.30	\$92.22	2	0	0	\$112.76
Laborer Group 1	\$53.73	\$70.33	\$86.92	2	0	0	\$107.46
Apprentice 1	\$29.10	\$38.15	\$47.20	0	0	0	\$0.00
Apprentice 2	\$30.90	\$40.85	\$50.80	0	0	0	\$0.00
Apprentice 3	\$32.71	\$43.57	\$54.42	0	0	0	\$0.00
Laborer	\$53.73	\$70.33	\$86.92	0	0	0	\$0.00
Water Truck	\$59.91	\$75.77	\$91.63	0	0	0	\$0.00
Operator/ Foreman	\$75.52	\$100.34	\$125.15	0	0	0	\$0.00
Teamster Group 3	\$59.91	\$75.77	\$91.63	0	0	0	\$0.00
Apprentice 4	\$36.33	\$48.99	\$61.66	0	0	0	\$0.00
Apprentice 5	\$39.95	\$54.43	\$68.90	0	0	0	\$0.00
Apprentice 6	\$41.76	\$57.14	\$72.52	0	0	0	\$0.00
Labor Total =							\$522.01

OVERBURDEN	172,263.3	
SUBSISTENCE	0	
TRAVEL	0	
OTHER	0	
Labor Total =		\$694.27

Work Performed by Others				
Description	Qty	Hrs	Unit Cost	Extended Amount
Trucking	1	1	\$85.00	\$85.00
	0	0	\$0.00	\$0.00
	0	0	\$0.00	\$0.00
	0	0	\$0.00	\$0.00
	0	0	\$0.00	\$0.00
	0	0	\$0.00	\$0.00

OTHER SUBTOTAL:	\$85.00
MARKUP ON OTHER:	5% \$4.25
OTHER TOTAL:	\$89.25

MARKUP ON LABOR:	15%	\$104.14
MARKUP ON MATERIALS:	15%	\$181.80
MARKUP FOR INSURANCE/BOND:	1.0%	\$25.48
MARKUP ON EQUIPMENT:	15%	\$39.99
HOME OFFICE OVERHEAD:		\$0.00
SUBTOTAL THIS PROJECT:		\$440.66

TOTAL THIS REPORT: **\$2,613.56**

OWNER'S REPRESENTATIVE	DATE
<i>Neil R Kaufman</i>	3/18/19
CONTRACTOR'S REPRESENTATIVE	DATE

INLAND WATER WORKS SUPPLY CO
 2468 Miramonte Drive
 San Bernardino, CA 92405
 909-883-8941
 Fax 909-881-4041



Quotation

EXPIRATION DATE	QUOTE NUMBER
03/27/2019	S1020982
WE APPRECIATE THE OPPORTUNITY TO BID	
PAGE NO.	1 of 2

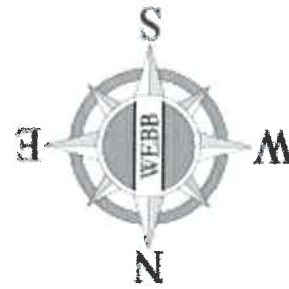
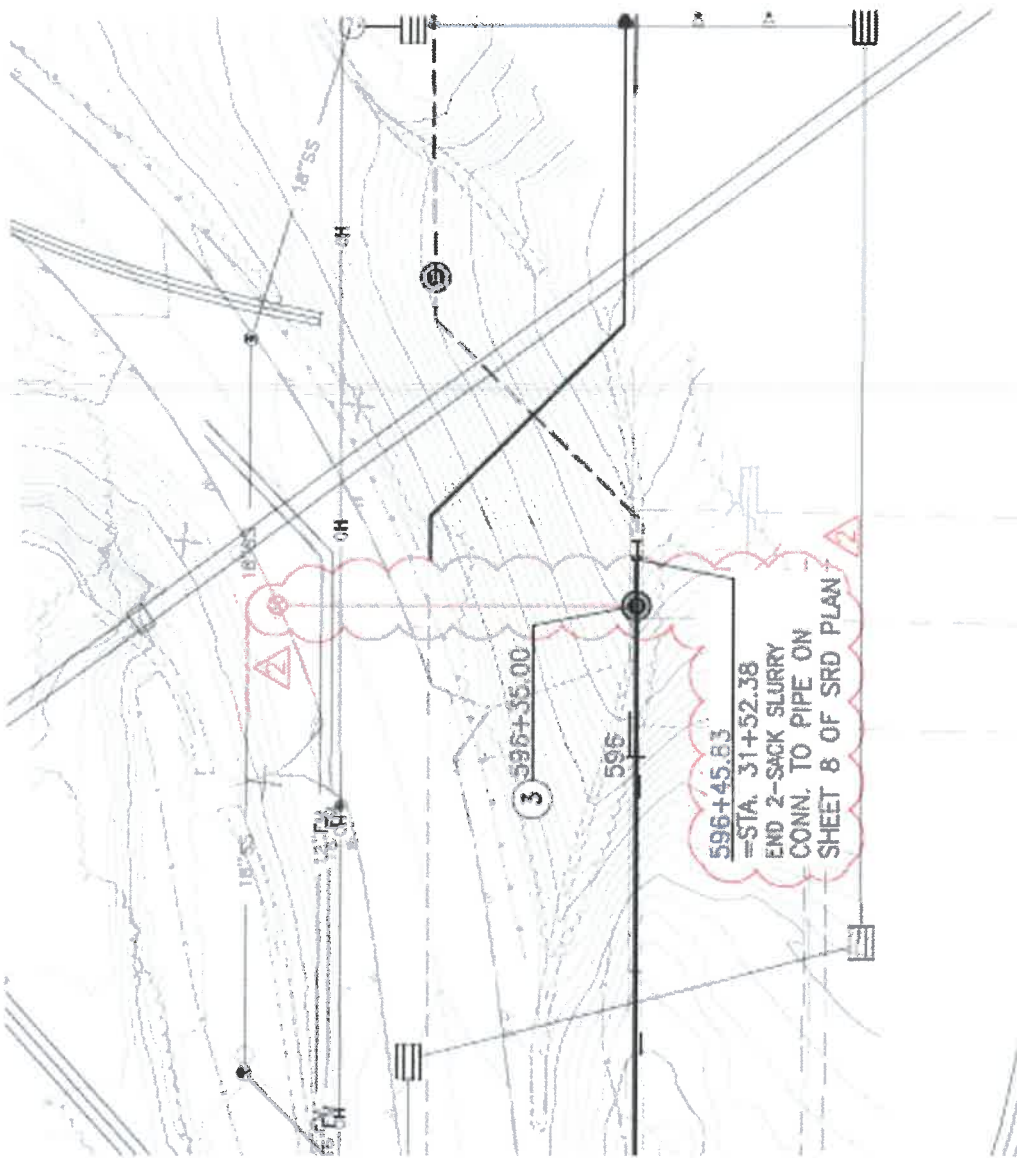
QUOTE TO:

SHIP TO:

WEKA INC
 27075 FIFTH STREET
 HIGHLAND, CA 92346

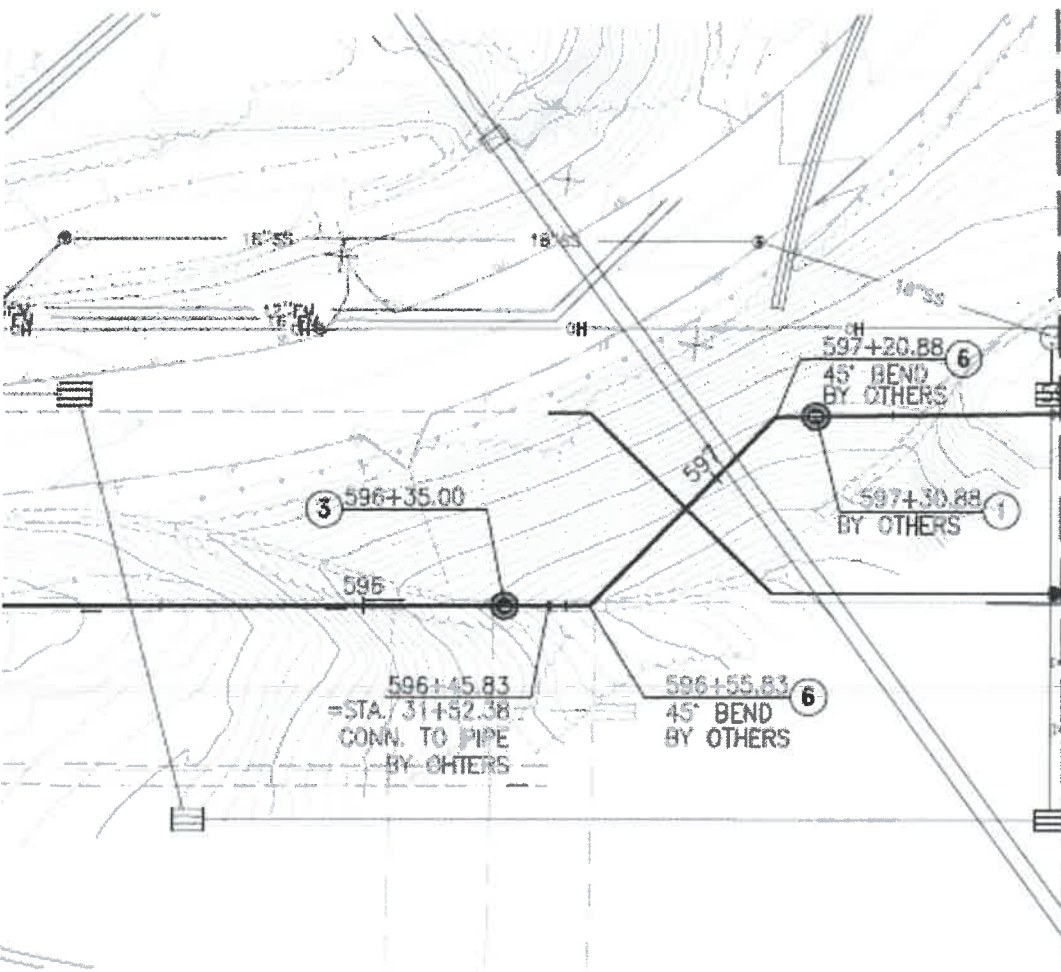
WEKA INC
 27075 FIFTH STREET
 HIGHLAND, CA 92346

ORDERED BY	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
NEIL	Beaumont brineline		HOUSE	
WRITER	SHIP VIA	TERMS	SHIP DATE	
DAGAN STURDIVAN		2% 30 DAYS NET 31	02/25/2019	
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
	<p>***** IMPORTANT NOTE FOR JOB BIDS *****</p> <p>*</p> <p>This quotation is based on our takeoff and interpretation of the plans and specifications. Although we do our very best to be thorough and correct, we do not guarantee that this bid represents all material needed to complete this job.</p> <p>*</p> <p>***** IMPORTANT NOTE FOR ALL BIDS *****</p> <p>*</p> <p>PVC pipe prices are quoted on a 30/30 basis unless otherwise noted. This means the PVC pipe pricing will be held only if the PVC pipe is ordered within 30 days of the bid date and shipped within 60 days of the bid date.</p> <p>*</p> <p>All other prices are good for 30 days from the bid date.</p>			
80ft	PVC8002 2" PVC SCHD 80 PIPE		2.200/ft	176.00
2ea	806-020 2" PVC 80 SLIP 90 ELL 806-020		6.000/ea	12.00
2ea	807-020 2" PVC 80 FIPT X SLIP 90 ELL 807020		32.000/ea	64.00
1ea	830-020 2" PVC SCH 80 THREADED COUPLING		14.000/ea	14.00
1ea	887-120 2" X 12" PVC 80 NIPPLE		9.000/ea	9.00
** Continued on Next Page *			Subtotal	
			S&H Charges	
			Estimated Tax	
			Amount Due	

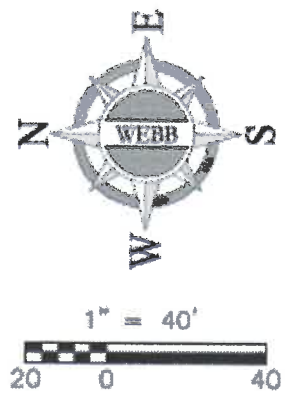


CITY OF BEAUMONT
 BRINE DISPOSAL PIPELINE PROJECT PLANS

C-58A



MATCHLINE - STA. 598+00.00
= PLAN STA. 29+98.42 BY OTHERS



CITY OF BEAUMONT
BRINE DISPOSAL PIPELINE PROJECT PLANS

C-58A

PCO # 7

Brine Line Reach 1
City of Beaumont WWTP Salt Mitigation Upgrade



Printed 04/02/2019, Page 1 of 3

4th St Brine Line Changes

Contract: C18-78
Contractor: Weka, Inc
ISO Currency Code: USD
Purchase Order: 18/190117

Submitted : 02/26/2019
Submitted To: BEAU-Brad Sackett, BEAU
-Neil Kaufman
Revision Date:
Status: Closed
Priority: High

Created By: MWH Constructors, BEAU-Ted Luiten
Created: 02/26/2019

Change Date:
Schedule ID:
Not to Exceed \$: 0.00
Set:
Reason:
Requested By: Owner

Approved Thru Last: 607,678.32
Amount Added: 6,166.20
New Approved Amount: 613,844.52
Current Contract Duration: 495
Days Added: 0
New Contract Duration: 495

Budget :
Funding:
Cost Item:

Proposed Design Change Summary:

Changes in Brine Line installation as the results of the pothole / utility investigations.

References

Correspondence # 53	Design Revisions on 4th Street	Pending
Drawing Reach 1 Dwg C-59 Pipeline Sta 643 00.00 to 653 00.00 - Conformed		Published
Drawing Reach 1 Dwg C-61 Pipeline Sta 662 00.00 to 671 00.00 - Conformed		Published
Drawing Reach 1 Dwg C-62 Pipeline Sta		

PCO # 7

Brine Line Reach 1
City of Beaumont WWTP Salt Mitigation Upgrade

Printed 04/02/2019, Page 2 of 3

671 00.00 to 680 00.00 - Conformed
Drawing Reach 1 Dwg C-63 Pipeline Sta
680 00.00 to 689 00.00 - Conformed

Published
Published

Files

SHEET C-59 DWG 65 DELTA 1 2-4 -19.pdf	8.0 MB
SHEET C-61 DWG 67 DELTA 1 2-4 -19.pdf	4.9 MB
SHEET C-62 DWG 68 DELTA 1 2-4 -19.pdf	6.5 MB
SHEET C-63 DWG 69 DELTA 1 2-4 -19.pdf	6.7 MB

MWH Constructors Response to PCO # 7

Number: 2
Revision:
Revision Date:
Submitted : 04/02/2019
Created By: MWH Constructors, BEAU-Ted Luiten
Type: Proposal

Approval: Approved
Date Approved: 04/02/2019
Approved By: BEAU-Ted Luiten

Compensable Days: 0
Non Compensable Days: 0
Amount: 6,166.20

Comment:

MWHC Proposal Review & Response to Weka Correspondence # 23
In reviewing the Change Order Request the following observations were made.
• The changes were requested by the engineer as the results of examining the pothole data for 4th Street

PCO # 7

Brine Line Reach 1
City of Beaumont WWTP Salt Mitigation Upgrade

Printed 04/02/2019, Page 3 of 3

- Three areas reviewed present additional cost. Independent summaries were created for evaluation purposes

First area – Change Maintenance MH to Monitoring MH @ STA 670+75

- Weka's request was the difference between the two bid items – Maintenance MH versus Monitoring MH plus markup [$\$3750.00 + \$562.50 = \$4312.50$]
- Markup is not allowed on Bid Item, reference specification 01025
 - o Each unit price, whether additive or deductive, shall cover all costs and charges, including, without limitation, the costs of material, fabrication, delivery, installation or application, supervision, bond and insurance charges, overhead, profit, and taxes.
- The recommended cost increase is: \$3750.00

Second area – Install 45 degree elbow @ STA 683+33

- Weka's request was broke down and summarized to establish a value for this area. The value that was calculated is: \$1970.79
- This value is reasonable and recommended

Third area – Pipe Re-alignment @ STA 677+02

- Weka's request was broke down and summarized to establish a value for this area. The value that was calculated is: \$445.41
- This value is reasonable and recommended

Summation Total \$6166.20

In discussion with Weka the additional calendar day will be eliminated

Webb Associate Response

I concur with your approach and findings.

References

Correspondence # 71	Change of Conditions - Weka Inc. Correspondence No. 23	Pending
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Files

Review & Response to Correspondence #23 - 20190301 Pkg.pdf	2.1 MB
20190318 Reach 1 Correspondence No. 23_R1 adj.pdf	979.37 KB

Review & Response to Weka Correspondence # 23

In reviewing the Change Order Request the following observations were made.

- The changes were requested by the engineer as the results of examining the pothole data for 4th Street
- Three areas reviewed present additional cost. Independent summaries were created for evaluation purposes

First area – Change Maintenance MH to Monitoring MH @ STA 670+75

- Weka's request was the difference between the two bid items – Maintenance MH versus Monitoring MH plus markup [$\$3750.00 + \$562.50 = \$4312.50$]
- Markup is not allowed on Bid Item, reference specification 01025
 - *Each unit price, whether additive or deductive, shall cover all costs and charges, including, without limitation, the costs of material, fabrication, delivery, installation or application, supervision, bond and insurance charges, overhead, profit, and taxes.*
- The recommended cost increase is: **\$3750.00**

Second area – Install 45 degree elbow @ STA 683+33

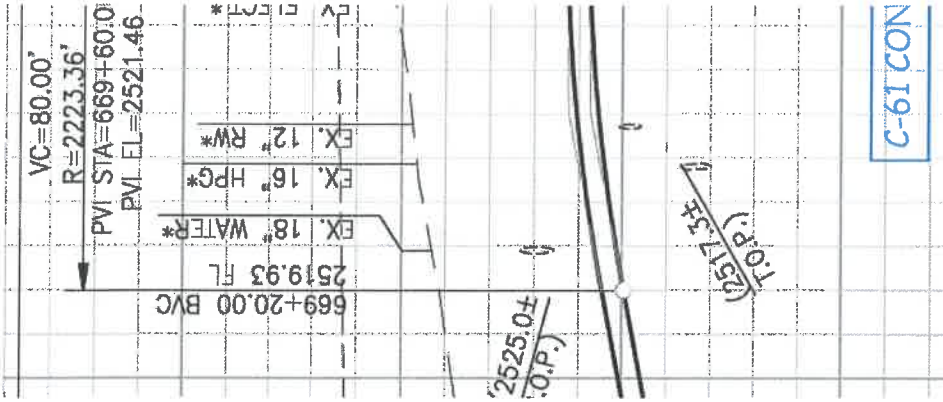
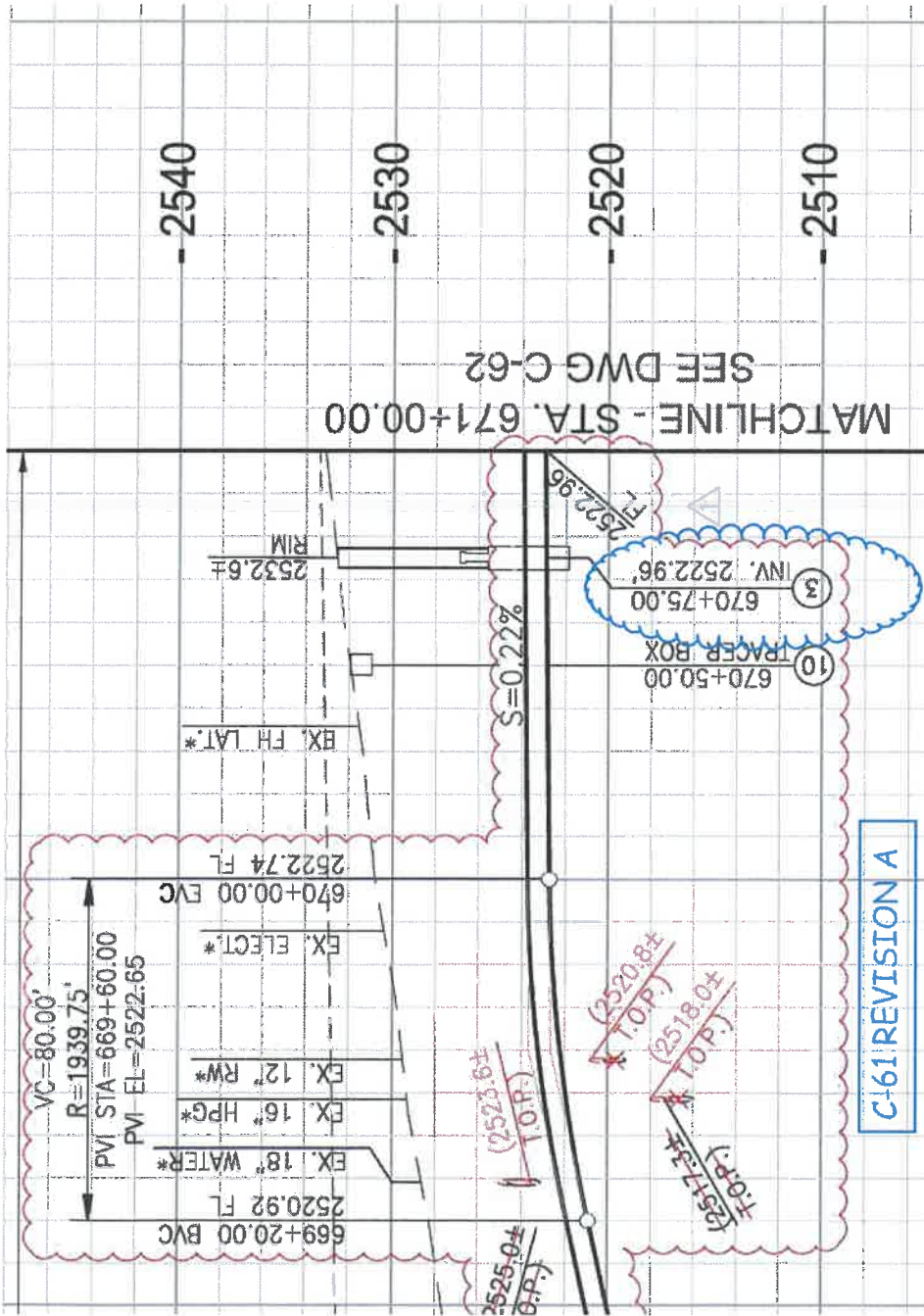
- Weka's request was broke down and summarized to establish a value for this area. The value that was calculated is: **\$1970.79**
- This value is reasonable and recommended

Third area – Pipe Re-alignment @ STA 677+02

- Weka's request was broke down and summarized to establish a value for this area. The value that was calculated is: **\$445.41**
- This value is reasonable and recommended

Summation Total

\$6166.20



CONSTRUCTION NOTES:

- ② CONSTRUCT MONITORED MAINTENANCE MH PER DETAIL 5 ON SHEET D-1
- ③ CONSTRUCT MONITORED MAINTENANCE MH WITH VENT PER DETAIL 5 ON SHEET D-1

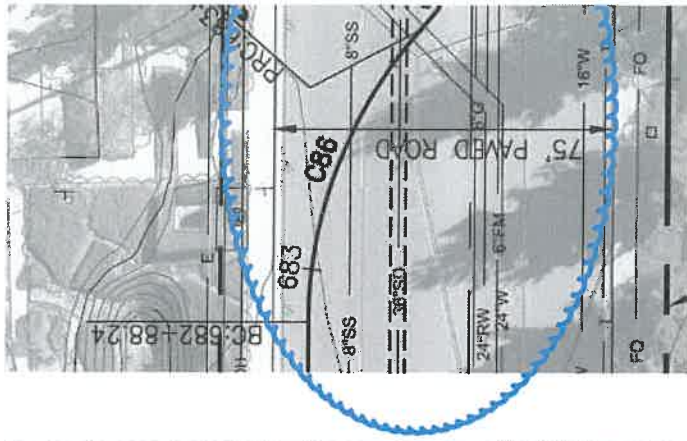
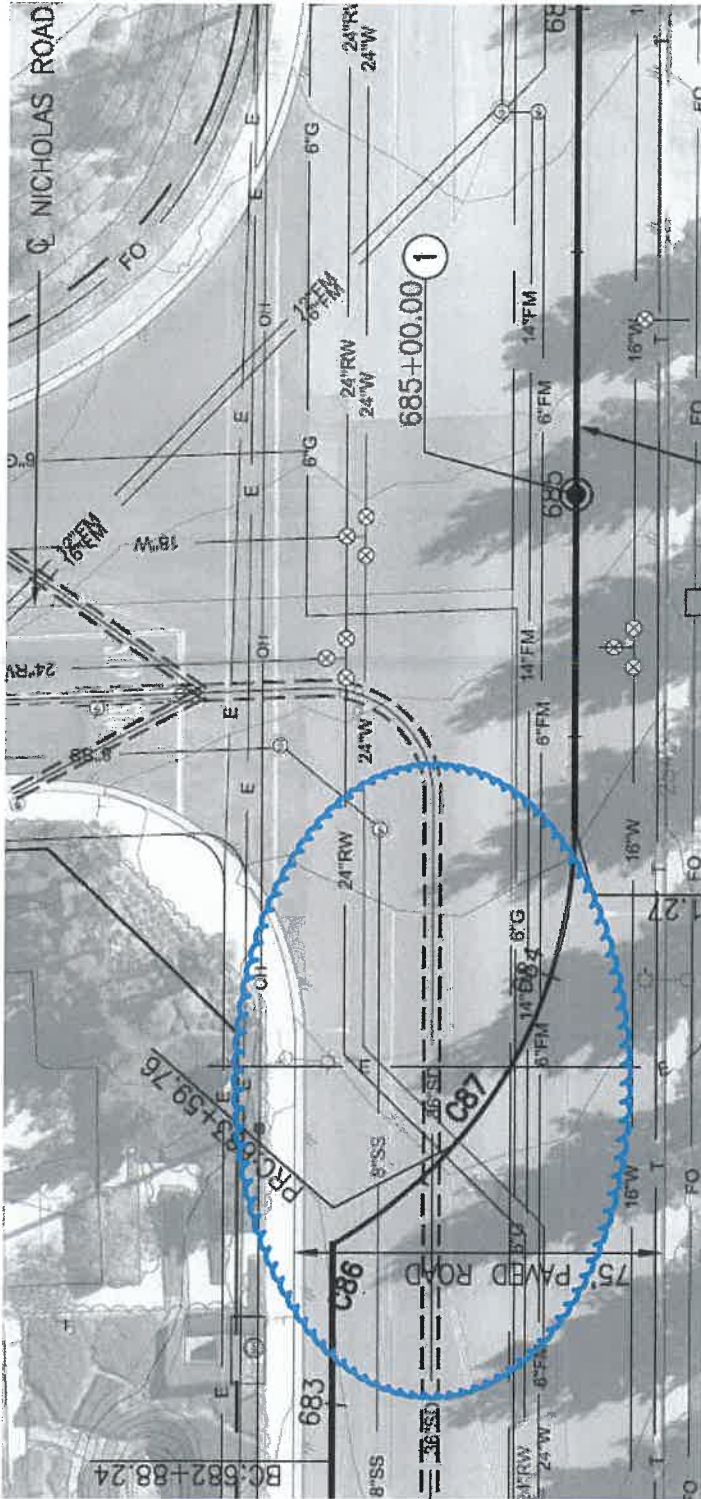
CONSTRUCTIO

- ① CONSTRUCT MAIN

Change Maintenance MH to Monitoring MH @ STA 670+75

Bid ID	Material	Equipment	Labor
12	Monitoring MH - with air vent	ADD	
11	Maintenance MH	DEDUCT	

NICHOLAS ROAD



C-63 REVISION A

Install 45 degree elbow @ STA 683+33

	Material	Equipment	Labor
Elbow	\$ 501.05		
Foreman + OB			\$ 100.00
Pipelayer + OB			\$ 74.00
Service Truck		\$ 24.98	
On Point Survey			
ISCO Fusion			
Coupling	\$ 526.00		

Correspondence # 71 Response # 4

Brine Line Reach 1
City of Beaumont WWTP Salt Mitigation Upgrade



Printed 03/27/2019, Page 1 of 1

Subject: Albert A. Webb Associates Response to Correspondence # 71
Submitted : 03/07/2019
Status: Pending
Created By: Albert A. Webb Associates, BEAU-Brad Sackett

Comment:

Ted -

I concur with your approach and findings.

Brad Sackett

WEKA INC

27075 5th Street
Highland, CA 92346
Ph: (909) 425-8700 – Fax: (909) 425-8706
Contractors License #670100
wekainc@gmail.com

March 18, 2019

Correspondence No. 23_R1

Brine Disposal Pipeline – Reach 1 Project

City of Beaumont
Care of: Ted Luiten R.E.
550 E. 6th Street
Beaumont, CA 92223

Subject: Change of Conditions, Plan Sheet Revisions C-59, C-61, C-62, & C-63.

Ted,

Weka Inc. has received and reviewed MWH Correspondence No. 58 and offers the following change order request in response.

February 5, 2019 Webb & Associates provided revised construction drawings for the 12” Brine Disposal Pipeline alignment along West Fourth Street in Beaumont CA. Revisions to the construction drawings were provided in response to existing utility verification (potholing) data collected by Weka Inc. during the month of January 2019. Comparison of drawings numbers C-59, C-61, C-62, & C-63 indicates additional survey, labor, equipment, and materials will be required to install the 12” Brine Disposal Pipeline as shown.

Below you will find a brief summary of the resources required in addition to contract quantities provided and the time of quote.

Labor, Equipment & Materials \$6,166.20

~~Calendar Day Expended 1~~

Weka Inc. is hereby requesting reimbursement for labor, materials, equipment, and time expended on the identified changed conditions. Applicable labor and equipment rates with accompanying material invoices have been provided for City of Beaumont review and consideration.

Should you have questions or require any further clarification please feel free to contact me directly.

Thank you,
Neil R Kaufman
Neil Kaufman
Weka Inc.

Attachments: IWW Invoice, Amended Labor and Equipment Breakdown



Bill To:
 118704
 WEKA, INC.
 27075 5TH STREET
 HIGHLAND, CA 92346

Ship To:
 WEKA INC.
 TBD -- VARIOUS LOCATIONS
 BEAUMONT, CA 92223

Quote Number	35016260
Quote Date	02/22/19
Expiration Date	03/01/19
Page	1 of 1

Payment Terms NET 30	Customer Job/Project Name	Written By MEGAN SELLERS
Freight Terms PREPAID AND ADD	Contact NEIL	Sales Rep SOUTHERN CALIFORNIA
Ship Via Best Way	Additional Info	

#	Qty	UM	Product	Description	Each	Extended
1	1	EA	40129999	12" DR 11 DIPS 2-SEG 45 DEG ELBOW DEBEADED W/ MACH ENDS	215.00	215.00
2	1	EA	40129999	EXPEDITING FEE	250.00	250.00

 EXPEDITING FEE TO SHIP OUT IN
 3 DAYS -- EST 2-3 DAY TRANSIT TIME.

 FOB SHIP POINT -- MONTANA.

ISCO Standard Terms and Conditions apply. Please visit <http://www.isco-pipe.com/terms-and-conditions.aspx>

Merchandise Total	Tax(1)	Freight(2)	Quote Total
465.00	36.05	0.00	US \$ 501.05
1 Sales tax will be charged based on the ship to address at the time of invoice if there is no tax certificate on file.		Accepted By: _____ Printed Name: _____ Date: _____	
2 Freight amount in this quote is an estimate only. Actual freight terms and charges will be determined at the time the order is placed.			

LABOR & EQUIPMENT RATES 2018/19

WEKA INC
 27075 5th Street
 Highland CA 92346
 Ph (909) 425-8700 Fax (909) 425-8706

PROJECT: City of Beaumont Brine Disposal Pipeline Reach I

REPORT: Quote
DATE: TBD
DAY: TBD

DESCRIPTION: Additional resources required for drawing revisions W. Fourth Street Beaumont CA.

EQUIPMENT	Qty	Idle Hours	Idle Rate	Oper Hours	Oper Rate	Extended Amounts
Air Compressor (Trailer 016-025)	1	0	\$10.45	0	\$16.81	\$0.00
Air Compressor (Truck 004-016)	1	0	\$2.37	0	\$15.21	\$0.00
Laymoor Broom (MTTD) All	1	0	\$4.20	0	\$24.55	\$0.00
Johnston Broom (FPR) All	1	0	\$22.05	0	\$147.01	\$0.00
Compactor (COMP 250)	1	0	\$1.78	0	\$8.41	\$0.00
Concrete Mixer (SORP 06-11)	1	0	\$0.45	0	\$3.36	\$0.00
Generator Small (008-015)	1	0	\$1.09	0	\$7.50	\$0.00
Generator (025-050)	1	0	\$1.73	0	\$12.04	\$0.00
Generator (050-100)	1	0	\$3.09	0	\$21.30	\$0.00
Light Plant (4 LIGHT)	1	0	\$1.06	0	\$7.61	\$0.00
Komatsu 655 Grader (9010)	1	0	\$9.34	0	\$69.16	\$0.00
Case 9060B Excavator (0120B)	1	0	\$35.20	0	\$169.66	\$0.00
Hyundai 290LC Excavator (2970)	1	0	\$21.64	0	\$103.61	\$0.00
Komatsu PC138 Excavator (9495)	1	0	\$11.03	0	\$52.90	\$0.00
Komatsu PC228 Excavator (9516G)	1	0	\$20.34	0	\$98.31	\$0.00
Komatsu PC308 Excavator (9526A)	1	0	\$27.80	0	\$134.24	\$0.00
PC490/SK480 Excavator (9537)	1	0	\$36.57	0	\$176.56	\$0.00
PC600/ZX600 Excavator (9539)	1	0	\$51.63	0	\$251.76	\$0.00
PC35/303.5 Mini Excavator (7686E)	1	0	\$6.69	0	\$31.43	\$0.00
Case 570 Skiploader (1690)	1	0	\$4.86	0	\$45.31	\$0.00
Deere 210 Skiploader (2495)	1	0	\$5.09	0	\$33.73	\$0.00
Cat 420 Loader Backhoe (1861M4)	1	0	\$6.11	0	\$40.65	\$0.00
Komatsu WB140 Loader Backhoe (4700)	1	0	\$6.53	0	\$43.82	\$0.00
Komatsu WA320 Loader (4539)	1	0	\$12.97	0	\$118.35	\$0.00
Komatsu WA430 Loader (4543C)	1	0	\$17.80	0	\$120.85	\$0.00
8X12 Steel Plate (0220)	1	0	\$0.73	0	\$1.40	\$0.00
8x10 Trench Box (0550)	1	0	\$4.90	0	\$9.36	\$0.00
8x16 Trench Box (0570)	1	0	\$8.67	0	\$16.55	\$0.00
8x24 Trench Box (0580)	1	0	\$12.04	0	\$23.01	\$0.00
K-Rail 20 ft (0820)	1	0	\$0.25	0	\$0.48	\$0.00
Concrete Saw (0900)	1	0	\$9.40	0	\$100.72	\$0.00
Asphalt Zipper (0201)	1	0	\$10.94	0	\$78.92	\$0.00
Milling Attachment (0380)	1	0	\$4.85	0	\$34.94	\$0.00
Pumps (010-020)	1	0	\$1.73	0	\$4.53	\$0.00
Asphalt Roller Cat CB214B (8026)	1	0	\$5.31	0	\$26.22	\$0.00
Asphalt Roller Cat CB434D (8062D)	1	0	\$12.58	0	\$65.36	\$0.00
Asphalt Roller DD24/ Hamm V14 (3572)	1	0	\$6.64	0	\$32.94	\$0.00
Asphalt Roller DD14 (3570)	1	0	\$5.00	0	\$24.74	\$0.00
Chain Saw (5-HP)	1	0	\$0.31	0	\$2.29	\$0.00
Chop Saw (10-20)	1	0	\$1.10	0	\$6.36	\$0.00
Dozer D-6N XL (3755)	1	0	\$13.86	0	\$78.27	\$0.00
Skid steer Cat/Komatsu (C)	1	0	\$4.24	0	\$23.76	\$0.00
Message Board (SOL1)	1	0	\$3.51	0	\$10.20	\$0.00
Arrow Board (TM)	1	0	\$1.09	0	\$3.02	\$0.00
Traffic Control	1	0	\$90.00	0	\$125.00	\$0.00
Tag Trailer (LB-A 100)	1	0	\$6.04	0	\$15.01	\$0.00
Low Bed Trailer (LB-A 200)	1	0	\$7.62	0	\$18.93	\$0.00
Tilt Deck Trailer (08-10)	1	0	\$1.77	0	\$4.40	\$0.00
F-150/ Chevy 1500 (00-06)	1	0	\$2.92	0	\$22.02	\$0.00
F-350 (06-12)	1	0	\$3.64	1	\$24.98	\$24.98
F-450 (12-20)	1	0	\$4.51	0	\$32.48	\$0.00
Water Truck 2,000 Gal (20-28)	1	0	\$4.91	0	\$34.49	\$0.00
Water Truck 4,000 Gal (36-48)	1	0	\$7.35	0	\$53.72	\$0.00
Dump Truck Super 10 (4AXL)	1	0	\$13.53	0	\$69.24	\$0.00
Truck and Trailer (5AXL)	1	0	\$15.03	0	\$76.23	\$0.00
HDPE Welder (0-250)	1	0	\$1.01	1	\$4.95	\$4.95
Vermeer Vac Trailer (9017)	1	0	\$0.00	0	\$32.10	\$0.00
EQUIPMENT TOTAL =						\$29.93

LABOR	Std Rate	OT Rate	DT Rate	Std Hours	OT Hours	DT Hours	Extended Amount
Forman	\$75.52	\$100.34	\$125.15	1	0	0	\$75.52
Operator Group 12	\$75.52	\$100.34	\$125.15	0	0	0	\$0.00
Operator Group 8	\$75.23	\$99.90	\$124.57	0	0	0	\$0.00
Pipelayer	\$56.38	\$74.30	\$92.22	1	0	0	\$56.38
Laborer Group 1	\$53.73	\$70.33	\$86.92	0	0	0	\$0.00
Apprentice 1	\$29.10	\$38.15	\$47.20	0	0	0	\$0.00
Apprentice 2	\$30.90	\$40.85	\$50.80	0	0	0	\$0.00
Apprentice 3	\$32.71	\$43.57	\$54.42	0	0	0	\$0.00
Laborer	\$53.73	\$70.33	\$86.92	0	0	0	\$0.00
Water Truck	\$59.91	\$75.77	\$91.63	0	0	0	\$0.00
Operator/ Forman	\$75.52	\$100.34	\$125.15	0	0	0	\$0.00
Teamster Group 3	\$59.91	\$75.77	\$91.63	0	0	0	\$0.00
Apprentice 4	\$36.33	\$48.99	\$61.66	0	0	0	\$0.00
Apprentice 5	\$39.95	\$54.43	\$68.90	0	0	0	\$0.00
Apprentice 6	\$41.76	\$57.14	\$72.52	0	0	0	\$0.00
Labor Total =							\$131.90

OVERBURDEN	43,527	
SUBSISTENCE	0	
TRAVEL	0	
OTHER	0	
Labor Total =		\$175.43

Work Performed by Others

Description	Qty	Hrs	Unit Cost	Extended Amount
On-Point Land Survey (4 hour minimum)	1	0	\$840.00	\$840.00
ISCO Fusion Technician	0	1	\$94.00	\$94.00
	0	0	\$0.00	\$0.00
	0	0	\$0.00	\$0.00
	0	0	\$0.00	\$0.00

OTHER SUBTOTAL:	\$934.00
MARKUP ON OTHER:	5% \$46.70
OTHER TOTAL:	\$980.70

MARKUP ON LABOR:	15%	\$26.31
MARKUP ON MATERIALS:	15%	\$154.10
MARKUP FOR INSURANCE/BOND:	1.0%	\$23.94
MARKUP ON EQUIPMENT:	15%	\$4.49
HOME OFFICE OVERHEAD:		\$0.00
SUBTOTAL THIS PROJECT:		\$1,189.54

MATERIALS & SUPPLIERS

Description	Unit	Qty	Hrs	Unit Cost	Extended Amount
Alpha Coupling	EA	1		\$526.30	\$526.30
Bid Item Adjustment 11 to 12 (C-61)	EA	1		\$3,750.00	\$3,750.00
12" DIPS HDPE 45 Degree Bend	EA	1		\$501.05	\$501.05
		0		\$0.00	\$0.00
		0		\$0.00	\$0.00
		0		\$0.00	\$0.00
		0		\$0.00	\$0.00
		0		\$0.00	\$0.00
		0		\$0.00	\$0.00
Materials w/ Tax					\$1,027.35
Materials TOTAL=					\$1,057.28
TOTAL COST EQUIPMENT & MATERIALS =					

TOTAL THIS REPORT:	\$6,166.20
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OWNER'S REPRESENTATIVE	DATE
<i>Neil R Kaufman</i>	3/18/19
CONTRACTOR'S REPRESENTATIVE	DATE

Attachment B
Change Order 7



**City of Beaumont
Brine Disposal Pipeline Project
Change Order No. 07**

April 8, 2019

Contractor:	T E Roberts, Inc.	Original Contract:	\$ 13,817,402.35	Calendar Days	480	Comp. Date	2/22/2020
Project Name:	Brine Pipeline Installation Project, Reach 2	Previous Approved Changes:	\$ 0		0		2/22/2020
Contract No.:	C18-79	This Change:	\$ 14,300.00		0		2/22/2020
CO Number:	07	Revised Contract:	\$ 13,831,402.35		480		2/22/2020


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	Time Extension (CD*)
1	1	Potholing of utilities -- Not On Plans -- in excess of Bid Item	\$14,300.00	0
NET CHANGE IN CONTRACT AMOUNT -- INCREASE			\$ 14,300.00	0

*Calendar Days

The amount of the Contract will be increased by Fourteen Thousand, Three Hundred dollars and zero cents. The Contract Time will be increased by 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 District 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 District.

Recommended:  **Date:** 4-8-19
MWH Constructors, Senior Resident Engineer

Gilbert Hartwell
Digitally signed by Gilbert Hartwell
DN: c=US, e=ghartwell@teroberts.com, o=T. E. Roberts Inc., ou=Project Manager,
ou=Gilbert Hartwell
Location: 305 West Kstella Unit B
Reason: I am approving this document
Date: 2019.04.08 13:34:55-0700

Accepted: T E Roberts Inc., Contractor **Date:** _____

Approved: Brian Knoll **Date:** 4/8/2019
Albert A. Webb Associates, Program Manager
Digitally signed by Brian Knoll
DN: c=US, e=brian.knoll@webbassociates.com,
ou=Albert A. Webb Associates, ou=Vice
President, cn=Brian Knoll
Date: 2019.04.08 14:42:40-0700

Approved: _____ **Date:** _____
City Manager, City of Beaumont

City of Beaumont
Brine Disposal Pipeline -- Reach 2 Project

April 8, 2019
Change Order No. 07

Change Order # 7

Brine Line Reach 2
City of Beaumont WWTP Salt Mitigation Upgrade

Printed 04/08/2019, Page 1 of 2



Subject: Potholing of utilities – Not On Plans – in excess of Bid Item

Submitted : 04/08/2019
Amount: 14,300.00

ID: **Purchase Order:**

Approval: Approved
Date Approved: 04/08/2019
Approved By: BEAU-Ted Luiten

Original Contract: 13,817,102.35
Approved To Date: 0.00
Contract Amount + Changes: 13,817,102.35 0.00%
Amount: 14,300.00
New Contract Amount: 13,831,402.35 0.10%
Contract Duration + Changes: 480
Compensable Days: 0
Non Compensable Days: 0
New Contract Duration: 480

Details:
This is for additional quantity of potholing utilities above the quantity allowed for in the Bid Schedule.

PCO	Schedule ID	Amount	Adjustment	Compensable Days	Adj	Non Compensable Days	Adj
3 - Unknown utility crossings in		14,300.00	0.00	0	0	0	0
		14,300.00	0.00	0	0	0	0

Change Order # 7

Brine Line Reach 2
City of Beaumont WWTP Salt Mitigation Upgrade

Printed 04/08/2019, Page 2 of 2

References

PCO # 3

Unknown utility crossings in excess of the Bid Item quantities

Closed

PCO # 3

Brine Line Reach 2
City of Beaumont WWTP Salt Mitigation Upgrade



Printed 04/05/2019, Page 1 of 3

Unknown utility crossings in excess of the Bid Item quantities

Contract: C18-79
Contractor: T.E. Roberts Inc.
ISO Currency Code: USD

Submitted : 04/04/2019
Submitted To: BEAU-Ted Luiten
Status: Closed
Priority: Low

Created By: MWH Constructors, BEAU-Ted Luiten
Created: 04/04/2019

Change Date: 04/04/2019
Schedule ID:
Not to Exceed \$: 0.00
Set:
Reason: Design Omission C
Requested By: Owner

Approved Thru Last: 0.00
Amount Added: 14,300.00
New Approved Amount: 14,300.00
Current Contract Duration: 480
Days Added: 0
New Contract Duration: 480

Budget :
Funding:
Cost Item:

Proposed Design Change Summary:

Additional quantities in excess of the quantities indicated on the Bid Document

PCO # 3

Brine Line Reach 2
City of Beaumont WWTP Salt Mitigation Upgrade

Printed 04/05/2019, Page 2 of 3

MWH Constructors Response to PCO # 3

Number: 2
Revision:
Revision Date:
Submitted : 04/05/2019
Created By: MWH Constructors, BEAU-Ted Luiten
Type: Proposal

Approval: Approved
Date Approved: 04/05/2019
Approved By: BEAU-Ted Luiten

Compensable Days: 0
Non Compensable Days: 0
Amount: 14,300.00

Comment:

MWHC Review & Response to TE Roberts EADOC Correspondence # 128
In reviewing the Change Order Request the following observations were made.

- In reviewing the contract documents the attached list of utilities are not depicted on the contract drawings, except for Pothole #5 [see attached sketch]
- The number of unknown utilities exceeds the quantity on the Bid Schedule
- Based on this review, the revised quantity should be 13 extra utilities found
- o The revised value would be $13 \times \$1,100 = \$14,300.00$

The contractor has concurred and revised their list (attached)

Webb Associates Response:
I concur with Ted's assessment.

References

Correspondence # 128	Potholes NOP	Pending
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PCO # 3

Brine Line Reach 2
City of Beaumont WWTP Salt Mitigation Upgrade

Printed 04/05/2019, Page 3 of 3

Files

5830 Potholes NOP 20190405.pdf	136.27 KB
Review & Response to TE Roberts	967.12 KB
EADOC Correspondence #128	
Package.pdf	
EADOC	177.83 KB
Correspondence_128_Response____4.pdf	
f	

MWHC Review & Response to TE Roberts EADOC Correspondence # 128

In reviewing the Change Order Request the following observations were made.

- In reviewing the contract documents the attached list of utilities are not depicted on the contract drawings, except for Pothole #5 [see attached sketch]
- The number of unknown utilities exceeds the quantity on the Bid Schedule
- Based on this review, the revised quantity should be 13 extra utilities found
 - The revised value would be $13 \times \$1,100 = \mathbf{\$14,300.00}$

PRE-CONSTRUCTION POTHOLE REPORT – POTHOLES NOP

Item	Size	Depth	OD	Location/Station	NOTES
01-04-19 REDLANDS BLVD					
01. WATER	6" CMLC	4.75 TOP	NOP ✓	207+50	ASPHALT 9" NOT ON PLANS
02. EDISON	ENC	4.60 TP	NOP ✓	205+65	NOT ON PLANS
01-08-19 REDLANDS BLVD					
03. STORM DRAIN	18"	2.00 TP	NOP ✓	204+03	CORRUGATED SD ON GAS LINE MARK
04. CONCRETE PIPE		2.20 TP	NOP ✓	204+00	CONCRETE POPE ON TELEPHONE MARK
05. CONCRETE ENC		2.80 BTM 1.10 TOP	NOP	204+24	CONCRETE ENCASEMENT APPEARS TO BE ON DRAWING
01-09-19 REDLANDS BLVD					
06. WATER	8"	6.45 TP	NOP ✓	194+37	ASPHALT 8"
01-10-19 REDLANDS BLVD					
07. WATER	6"	4.00 TP	NOP ✓	186+54	CONCRETE 1", ASPHALT 7"
01-11-19 REDLANDS BLVD					
08. EDISON	5"	3.20 TP	NOP ✓	184+39	TEMP ASPHALT
09. F/O		2.30 TP	NOP ✓	183+44	12" CONCRETE, ASPHALT 6"
10. LVL3 F/O	4"	3.30 TP	NOP ✓	177+41	7" CONCRETE, ASPHALT 10"
01-14-19 ORANGE AVE					
11. EDISON NOP ✓	ENC & SLURRY ENC	1.60 TP 2.50 BTM		306+94	4" DUCT, 3' TOP
01-22-19 BERMUDEZ ST					
12. TELEPHONE	2.2"	3.40 TP	NOP ✓	348+60	DIRT
13. EDISON	4"	6.00 TP	NOP ✓	336+14	
01-28-19 NEW JERSEY ST					
14. EDISON	ENC	1.40 TP 4' BTM		312+94	5" ASPHALT NOP ✓
15. EDISON	ENC	2.00 TP 3.20 BTM		312+57	5" ASPHALT NOP ✓
01-31-19 REDLANDS BLVD					
16. FIBER OPTIC/PVC	6"	3.55	NOP ✓	138+69	7" AC
02-01-19 REDLANDS BLVD					
17. TV/FIBER	N/F	8'	NOP ✓	131+33	7" AC, 8" CC
02-06-19 REDLANDS BLVD					
18. WATER/CMLC	6"	3.85	NOP ✓	255+11	7" AC
02-07-19 REDLANDS BLVD					
19. EDISON		TC 1.80	NOP ✓	230+49	6" AC, 12" CC
02-11-19 CALIFORNIA ST					
20. UNKNOWN NOP ✓	18"	2.40	CLAY	273+72	8" A/C
02-12-19 CALIFORNIA ST					
21. TV	N/F	7'	NOP ✓	287+18	7" A/C (USA MARKED)
22. WATER DIP	8"	4"	NOP ✓	281+56	5" A/C (USA MARKED)
02-13-19 REDLANDS/ANDERSON					
23. WATER	6"	5.10	STL	151+22	12" A/C NOP ✓

Date: 03-06-19
Project Name: Beaumont Brine Disposal Pipeline – Reach 2



PRE-CONSTRUCTION POTHOLE REPORT – POTHOLES **NOP**

02-15-19 REDLANDS/ANDERSON					
24. ELEC PVC	6"	7.60	NOP ✓	148+86	8" AC, 13" CONCRETE

R=128

PVI STA=20

PVI EL=1

- EX. CATV*
- EX. 8" WTR*
- EX. TELE*
- EX. ELEC*
- EX. 69" SD*
- EX. 20" WTR*

- EX. 12" HPG*
- EX. 2" GAS*
- EX. 6" WTR*
- EX. 18" SD*
- EX. ELEC*

204+65.00 BVC

1106.65 FL

EX. 15" SWR*

204+95.00 EVC

1110.31 FL

EX. 6" GAS*

RECEIVING PIT

POTHOLE #5
CONCRETE ENCASED
DUCTBANK?

(1108.2±
B.O.P.)

(1108.9±
B.O.P.)

(1113.0±
B.O.P.)

S=0.32%

3.0'

5.00' L.F. 30" MIN. x 1/2" THICK MIN. STEEL CASING

5 204+30.00
END CASING

204+35.00 BVC

1103.01 FL

204+65.00 EVC

1106.65 FL

10 205+00.00
TRACER BOX

VC=30.00'

R=127.10'

PVI STA=204+50.00

PVI EL=1103.06

204+00

205+00



PROPOSAL

306 W. Katella Ave., Unit B
Orange, CA 92867
Phone (714) 669-0072 Fax (714) 200-0241

Date: **04-03-19**

To: **CITY OF BEAUMONT**
550 E. 6th STREET
BEAUMONT, CA 92223
~~c/o TED LUITEN (STANTEC)~~ (MWH CONSTRUCTORS)

#5830 – BRINE DISPOSAL PIPELINE PROJECT

DESCRIPTION	QUANTITY	@	TOTAL
Bid Item #54 Unknown utility crossing including potholing, protection of facility and CDF backfill. CONTRACT QUANTITY = 10 @ \$1,100.00/EA. Total Potholes = 24; 10 compensable, 14 additional @ \$1,100.00 each.	13 14	\$1,100.00/EA	\$14,300.00 \$15,400.00
		TOTAL	\$15,400.00

\$14,300.00

T.E. Roberts, Inc.

BY: _____
T.E. Roberts, Inc.

ACCEPTED BY: _____
Authorized Representative

THANK YOU FOR YOUR BUSINESS!

Correspondence # 128 Response # 4

Brine Line Reach 2
City of Beaumont WWTP Salt Mitigation Upgrade



Printed 04/05/2019, Page 1 of 1

Subject: Albert A. Webb Associates Response to Correspondence # 128
Submitted : 04/05/2019
Status: Pending
Created By: Albert A. Webb Associates, BEAU-Brad Sackett

Comment:

I concur with Ted's assessment.

In the future, there is a potential that there is a credit back to the City for any line marked on the plans that was not potholed. This should be sorted out after construction, because we may encounter additional un-marked utilities during the trenching / lay pipe phase of the work.

Thank you

Brad Sackett

PRE-CONSTRUCTION POTHOLE REPORT – POTHOLES NOP

Item	Size	Depth	OD	Location/Station	NOTES
01-04-19 REDLANDS BLVD					
01. WATER	6" CMLC	4.75 TOP	NOP	207+50	ASPHALT 9" NOT ON PLANS
02. EDISON	ENC	4.60 TP	NOP	205+65	NOT ON PLANS
01-08-19 REDLANDS BLVD					
03. STORM DRAIN	18"	2.00 TP	NOP	204+03	CORRUGATED SD ON GAS LINE MARK
04. CONCRETE PIPE		2.20 TP	NOP	204+00	CONCRETE POPE ON TELEPHONE MARK
01-09-19 REDLANDS BLVD					
05. WATER	8"	6.45 TP	NOP	194+37	ASPHALT 8"
01-10-19 REDLANDS BLVD					
06. WATER	6"	4.00 TP	NOP	186+54	CONCRETE 1", ASPHALT 7"
01-11-19 REDLANDS BLVD					
07. EDISON	5"	3.20 TP	NOP	184+39	TEMP ASPHALT
08. F/O		2.30 TP	NOP	183+44	12" CONCRETE, ASPHALT 6"
9. LVL3 F/O	4"	3.30 TP	NOP	177+41	7" CONCRETE, ASPHALT 10"
01-14-19 ORANGE AVE					
10. EDISON NOP	ENC & SLURRY ENC	1.60 TP 2.50 BTM		306+94	4" DUCT, 3' TOP
01-22-19 BERMUDEZ ST					
11. TELEPHONE	2.2"	3.40 TP	NOP	348+60	DIRT
12. EDISON	4"	6.00 TP	NOP	336+14	
01-28-19 NEW JERSEY ST					
13. EDISON	ENC	1.40 TP 4' BTM		312+94	5" ASPHALT NOP
14. EDISON	ENC	2.00 TP 3.20 BTM		312+57	5" ASPHALT NOP
01-31-19 REDLANDS BLVD					
15. FIBER OPTIC/PVC	6"	3.55	NOP	138+69	7" AC
02-01-19 REDLANDS BLVD					
16. TV/FIBER	N/F	8'	NOP	131+33	7" AC, 8" CC
02-06-19 REDLANDS BLVD					
17. WATER/CMLC	6"	3.85	NOP	255+11	7" AC
02-07-19 REDLANDS BLVD					
18. EDISON		TC 1.80	NOP	230+49	6" AC, 12" CC
02-11-19 CALIFORNIA ST					
19. UNKNOWN NOP	18"	2.40	CLAY	273+72	8" A/C
02-12-19 CALIFORNIA ST					
20. TV	N/F	7'	NOP	287+18	7" A/C (USA MARKED)
21. WATER DIP	8"	4"	NOP	281+56	5" A/C (USA MARKED)
02-13-19 REDLANDS/ANDERSON					
22. WATER	6"	5.10	STL	151+22	12" A/C NOP
02-15-19 REDLANDS/ANDERSON					
23. ELEC PVC	6"	7.60	NOP	148+86	8" AC, 13" CONCRETE

Staff Report

TO: Mayor and City Council Members

FROM: Christina Taylor, Community Development Director

DATE: April 16, 2019

SUBJECT: Continue the Public Hearing from March 19, 2019, and Consider an Amendment to Table 17.03-3 Permitted Uses in Base Zone District and Table 17.03-4 Permitted Uses in Overlay Zone Districts

Background and Analysis:

Municipal Code Chapter 17.03.120 of the City of Beaumont includes Table 17.03-3 for Permitted Uses in Base Zone Districts and municipal code chapter 17.03.150 includes Table 17.03-4 for Permitted Uses of Overlay Zone Districts. The purpose of these tables and the zoning code is to regulate uses throughout the City and ensure compatibility in and among zones.

The municipal code business license section provides a path to licensure for a massage establishment however the zoning code is silent on where these facilities can be located. As a result, staff has prepared this amendment to Title 17 Zoning, Tables 17.03-3 and 17.03-4. The proposed amendment adds massage establishments to the use tables in certain zoning districts as shown below, subject to conditional use permit approval by the Planning Commission. Massage establishments will still be subject to all licensing regulations required by Chapter 5.44 of the City’s municipal code.

Table 17.03-3									
Permitted Land Uses For Base Zone Districts									
	RC	PF	RR	RSF	RMF	CG	CC	M	CM
Massage Establishment	N	N	N	N	N	C	C	N	N

Table 17.03-4			
Permitted Land Uses For Overlay Zone Districts (continued)			
	6th St Overlay	Beaumont Ave. Overlay	Urban Village Overlay
Massage Establishments	C	C	C

In an effort to determine the best approach to siting and permitting massage establishments, staff has researched how other cities regulate them. Staff found that in addition to business license regulations, most allow massage establishments in commercial zones with conditional use permit approval. The conditional use permit process allows conditions of approval to be crafted based the nature of the operation and compatibility with surrounding uses. Staff feels the identified areas would be the most appropriate for massage establishments.

The proposed ordinance was heard by the Planning Commission on February 26, 2019. The Planning Commission has forwarded a recommendation of approval of the ordinance with the following consideration:

- Limit the number of stand-alone massage establishments
- Encourage co-location of massage with other uses (nail shops, salons, etc.)

This item was presented to City Council on March 19, 2019, and was continued to allow staff to conduct additional research and prepare a presentation to guide the discussion prior to editing the proposed ordinance. A copy of the presentation is attached.

To approve a zoning text amendment, Municipal Code Chapter 17.020.080 (I) requires the following findings to be made:

1. That the proposed change of zone or zoning ordinance text amendment is consistent with the goals, policies, and objectives of the General Plan; and

The proposed zoning ordinance text amendment is consistent with the goals, policies and objectives of the General Plan because amending the Zoning Code to include uses previously unincorporated is part of the comprehensive planning process. Allowing for a variety of uses in the commercial zones works toward expanding the City's commercial base. The proposed process will allow for analysis of the use and its compatibility with surrounding properties and uses.

2. That the proposed change of zone or zoning ordinance text amendment will not adversely affect surrounding properties; and

The proposed zoning ordinance text amendments will not adversely affect surrounding properties because the amendment is requiring conditional use permit approval. This process provides for review and analysis of a proposed use in relationship to the surrounding properties and uses. Additionally, the conditional use permit process requires a public hearing and provides the opportunity for the public to comment.

3. That the proposed change of zone or zoning ordinance text amendment promotes public health, safety, and general welfare and serves the goals and purposes of this zoning ordinance.

The proposed change of zone or zoning ordinance text amendment promotes public health, safety, and general welfare and serves the goals and purposes of this zoning ordinance because it provides the opportunity for review and analysis of a project to ensure the use can comply with the operational requirements of each department and oversight body.

Each of the findings are in italics above and each can be made in a positive manner.

Fiscal impact:

The cost of preparing the staff report is estimated to be \$200.

Finance Director Review: _____

Recommendation:

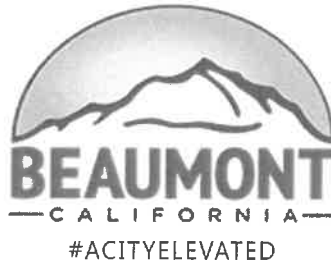
1. Hold a public hearing; and
2. Consider "An Ordinance of the City Council of the City of Beaumont, California Amending Table 17.03-3 'Permitted Uses for Base Zone Districts' and Table 17.03-4 'Permitted Uses for Overlay Zone Districts' within Chapter 17 'Zoning' of the Beaumont Municipal Code."

City Manager Review:  _____

Attachments:

- A. Presentation
- B. Draft Ordinance

Massage Ordinance



Items for Discussion



- Goals of Massage Ordinance
- Location Considerations
- Approval Process
- Operating and Development Standards
- Other Cities
- Questions/Discussion/Direction

Possible Goals of the Ordinance



- Ensure compatibility of uses throughout the City through a Planning review process
- Provide inclusion for massage establishments within the zoning code
- Support the licensing requirements established in Chapter 5.44 Massage Establishments

Location Consideration



- Commercial and Industrial Zones
- Residential
- Specific Plans
- Future Locations
 - Mixed Use – Downtown Specific Plan

Approval Process



- **Current Approval Process**
 - Business License Application
 - Police Department Review and Approval
- **Proposed Approval Process**
 - Conditional Use Permit application
 - Review and approval by the City's Planning Commission
 - Business License Application
 - Police Department Review and Approval

Operating and Development Standards



- Chapter 5.44 establishes the requirements for a masseur to obtain a business license
 - Certified Massage Therapist
 - Fingerprinting and photograph
 - Previous business or occupational history
 - Criminal Convictions
- Chapter 5.44 also establishes operating standards including:
 - Daily log
 - Inspections
 - Facility requirements
- Table 17.03-3 Permitted Uses in Base Zone District and Table 17.03-4 Permitted Uses in Overlay Zone Districts regulate uses throughout the City but are currently silent on massage establishments

Operating and Development Standards



- Development standards to consider
 - Limiting the number of stand alone establishments
 - Encourage co-location with other uses
 - Regulating hours of operation
 - Setting distance requirements between stand alone establishments

Other Cities



- Rancho Cucamonga, San Gabriel, Redlands, Calimesa, Fontana and Rialto
 - Only allowed in certain commercial zones subject to Conditional Use Permit approval by the Planning Commission
 - Have additional licensing requirements
 - Subject to Police Department review
- Banning and Desert Hot Springs
 - Permitted by right in certain commercial zones
 - Have additional licensing requirements
 - Subject to Police Department review

Questions/Discussion/Direction



ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF BEAUMONT, CALIFORNIA
AMENDING TABLE 17.03-3 “PERMITTED USES FOR BASE ZONE DISTRICTS”
AND
TABLE 17.03-4 “PERMITTED USES FOR OVERLAY ZONE DISTRICTS”
WITHIN CHAPTER 17, “ZONING”
OF THE BEAUMONT MUNICIPAL CODE**

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

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

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

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

SECTION 4. The City Council hereby amends Title 17, Table 17.03-3, entitled “Permitted Uses for Base Zone Districts” to the Beaumont Municipal Code, to add Massage Establishments to the table to read as follows.

Table 17.03-3 Permitted Land Uses For Base Zone Districts									
	RC	PF	RR	RSF	RMF	CG	CC	M	CM
Massage Establishment	N	N	N	N	N	C	C	N	N

SECTION 5. The City Council hereby amends Title 17, Table 17.03-4, entitled "Permitted Uses for Overlay Zone Districts" to the Beaumont Municipal Code, to add to the table Massage Establishments to read as follows.

Table 17.03-4 Permitted Land Uses For Overlay Zone Districts (continued)			
	6th St Overlay	Beaumont Ave. Overlay	Urban Village Overlay
Massage Establishments	C	C	C

SECTION 6. Effective Date and Publication. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

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

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the _____ day of _____, 2019, by the following roll call vote:

AYES:
NOES
ABSENT
ABSTAIN

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the _____ day of _____, 2019.

AYES:
NOES:
ABSENT:
ABSTAIN:

Julio Martinez, Mayor

Attest: _____
City Clerk

Approved as to form:

John O. Pinkney, City Attorney

Staff Report

TO: Mayor and City Council
 FROM: Kyle Warsinski, Economic Development Manager
 DATE: April 16, 2019
 SUBJECT: Economic Development Committee – Member Appointments

Background and Analysis:

The current approved committee composition and current appointments are listed below.

1. Councilmember – Rey Santos
2. Councilmember – Mike Lara
3. Beaumont Chamber Representative – Bette Rader
4. Local and/or Economic Developer Representative – Vacant
5. Beaumont Business Community Member - Monir Ahmed
6. Beaumont Business Community Member – Kimberly Starrs
7. Beaumont Business Community Member – Allen Koblin
8. BUSD/Secondary Education Representative – Vacant
9. Post Secondary Education Representative - Bertha Barraza, MSJCC
10. Community Member/Non Business Member – Karen Wheat
11. Community Member/Non Business Member - Bernie Balland
12. Rotating Member (Appointed Expert) - To be determined by the Committee
13. City Manager/or Designee – Todd Parton
14. Economic Development Staff member – Kyle Warsinski
15. Beaumont High School Student – Vacant

The Economic Development Committee currently has two vacancies for the following positions; BUSD Representative and Local/Economic Development Representative.

The member representing the Beaumont Unified School District has resigned as the individual has taken a new job opportunity at a different organization.

The vacancy for the Local/Economic Development Representative was due to the previous term ending. The City did not receive a qualified applicant during the application process.

The Economic Development Committee, at its meeting on April 10, 2019, voted to recommend the City Council appoint the following individuals to the Economic Development Committee for the term ending December 2021:

Dr. Ebon Brown – BUSD Representative
Rob Moran – Local/ Economic Development Representative

Fiscal Impact: None

Finance Director Review: _____

Recommendation:

1. Appointment of Dr. Ebon Brown and Rob Moran to the Economic Development Committee.

City Manager Review:  _____

Attachments:

- A. BUSD Correspondence

Staff Report

TO: Mayor and City Council Members

FROM: Sean Thuilliez, Chief of Police

DATE: April 16, 2019

SUBJECT: Bill of Sale Between the City of Beaumont and Pardee Homes for the Conveyance of a Building and Related Improvements Located at 1580 E. 8th Street to the City of Beaumont

Background and Analysis:

In 2004, Pardee Homes (Pardee) was approved to construct a 2,255 square foot design center on City property located at 1580 East 8th Street. The design center served those who purchased homes in the Sundance development.

Pardee no longer utilizes the design center and proposes to transfer the building to the City. City staff recommends that the Council accept the transfer and take possession of the building. The structure is ideally suited for conversion to a police substation and will help to expand police operations and enhance the City's emergency operations.

The structure is in excellent condition and requires no major repairs or improvements. However, there are some building modifications that will be required to facilitate City operations. City staff is working on plans for some minor building renovations, installation of telecommunications equipment, and installation of internet services. The department plans to transfer Community Policing and Community Enhancement staff members from Building "F" to this building. Building "F" in turn will be used for City storage.

Fiscal Impact:

City staff estimates that \$750 has been spent to inspect the design center and prepare the conveyance documents. Should the City accept and occupy the structure, it is anticipated that renovations and other work to the building will cost between \$25,000 to \$35,000. Additionally, the City will incur an additional \$15,000 to \$20,000 in annual operating expenses for items such as utilities, security, building maintenance, copier lease, and information technology. These costs are being incorporated into the Beaumont Police Department budget beginning in FY2019-2020. Funding for the one-time building, telecommunications, and information technology improvements will come from asset forfeiture and SLESA funds. Routine and recurring annual operating expenses will come from General Fund allocations.

Finance Director Review: _____

Recommendation:

Acceptance of the bill of sale and authorize City staff to proceed with the preparation of the building for City operations.

City Manager Review:  _____

Attachments:

- A. Bill of Sale

BILL OF SALE

THIS BILL OF SALE (this "**Bill of Sale**") is made as of April 10, 2019 ("**Effective Date**"), by and between PARDEE HOMES, a California corporation ("**Pardee**"), and the CITY OF BEAUMONT, a municipal corporation (the "**City**").

RECITALS

A. The City is the owner of that certain real property in the City of Beaumont, County of Riverside, State of California more particularly described below (the "**Property**"):

LOT 125 AS SHOWN ON TRACT NO. 31468-2 FILED SEPTEMBER 1, 2005
IN BOOK 388 OF MAPS AT PAGES 7 THROUGH 15, RIVERSIDE COUNTY
RECORDS.

B. The City permitted Pardee to (a) construct a building and other related improvements commonly referred to as the Sundance Design Center (collectively, the "**Design Center Improvements**") on a portion of the Property, and (b) utilize the Sundance Design Center in connection with the marketing and sale of its Sundance residential community.

C. Pardee now desires to quitclaim, transfer, convey and assign to the City all of Pardee's right, title and interest in and to the Design Center Improvements and Personal Property (as defined below), and the City desires to accept such quitclaim, transfer, conveyance and assignment and assume all obligations related thereto, on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pardee and the City hereby agrees as follows:

1. Transfer. Pardee hereby quitclaims, transfers, conveys and assigns to the City all of its right, title, and interest in and to the Design Center Improvements and all appliances, furniture, furnishings, fixtures, supplies, keys and other tangible personal property of every kind and character owned by Pardee and attached to the Design Center Improvements or located in the Sundance Design Center (collectively, the "**Personal Property**").

2. Assumption. The City hereby accepts the foregoing quitclaim, transfer, conveyance and assignment and hereby assumes and agrees to assume responsibility for the operation and maintenance of the Design Center Improvements and the Personal Property.

3. As-Is. The City expressly acknowledges and agrees that the Design Center Improvements and the Personal Property are being be sold, transferred, conveyed and assigned by Pardee and accepted by the City without representation or warranty of any kind or nature, in its present condition, "AS-IS, WHERE IS, WITH ALL FAULTS," and no patent or latent defect

in the condition of the Design Center Improvements or the Personal Property, whether or not known or discovered, shall give rise to any claim or cause of action against Pardee.

4. Release. Subject to Section 5 below, from and after the Effective Date, the City unconditionally and absolutely hereby waives, releases, acquits, and forever discharges Pardee and its shareholders, employees, affiliates, agents and representatives of and from any and all claims, liens, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, all costs and expenses incurred in connection therewith (including, without limitation, reasonable attorneys' fees, reasonable costs of defense, and reasonable costs and expenses of all experts and consultants), or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, accrued or not accrued, liquidated or unliquidated, fixed or contingent, which the City ever had, now has or may have, to the extent arising or resulting from the use, ownership, operation or development of the Design Center Improvements and the Personal Property.

THE ABOVE RELEASE IS INTENDED TO BE A FULL RELEASE OF ALL CLAIMS KNOWN AND UNKNOWN. THE CITY HEREBY ACKNOWLEDGES THAT THE CITY HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

THE CITY HEREBY WAIVES THE PROVISIONS OF SECTION 1542 IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

City's Initials

5. Indemnification by Pardee. Pardee agrees to indemnify, defend and hold harmless City from and against any damages, losses, obligations, liabilities, claims, encumbrances, costs and expenses, including, without limitation, reasonable attorneys' fees (the "Losses") incurred by City arising out of, resulting from, or relating to Pardee's ownership, use and occupancy of the Sundance Design Center prior to the Effective Date.

6. Indemnification by City. City agrees to indemnify, defend and hold harmless City from and against any Losses incurred by Pardee arising out of, resulting from, or relating to City's ownership, use and occupancy of the Sundance Design Center after the Effective Date.

7. Successors and Assigns. This instrument is binding upon, and shall inure to the benefit of Pardee and the City and their respective heirs, legal representatives, successors and assigns.

8. Power and Authority. Each of the City and Pardee represents and warrants to the other that it is fully empowered and authorized to execute and deliver this instrument, and that the individual signing this instrument on its behalf is fully empowered and authorized to do so.

9. Choice of Law. This Bill of Sale is to be governed by, and construed in accordance with, the laws of the State of California.

10. Attorneys' Fees. If any party hereto institutes an action or proceeding for a declaration of the rights of the parties under this Bill of Sale, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Bill of Sale, or the transactions contemplated hereby, or if any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to its reasonable attorneys' fees and to any court costs incurred, in addition to any other damages or relief awarded.

11. Counterparts. This Assignment may be signed in any number of counterparts each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

(signatures on following pages)

IN WITNESS WHEREOF, this Bill of Sale was made and executed as of the Effective Date.

PARDEE:

PARDEE HOMES
a California corporation

By: _____
Name: _____
Its: _____

CITY:

THE CITY OF BEAUMONT,
a municipal corporation

By: _____
City Manager

ATTEST:

By: _____
City Clerk

Staff Report

TO: Mayor and City Council Members

FROM: Christina Taylor, Community Development Director

DATE: April 16, 2019

SUBJECT: Presentation on Current and Proposed Housing Legislation, Its Impacts on the City of Beaumont, and Direction to City Staff to Establish a Position

Background and Analysis:

The intent of this item is to provide an update on housing legislation already in effect as it pertains to the City as well as provide a housing specific update for the current legislative session. This also provides an opportunity for Council to discuss current and future housing issues and if necessary, provide direction to staff. The following is a list of pertinent housing topics:

- Housing Bill Summary 2018,
- SB2,
- General Plan Annual Progress Report,
- Housing Element Update, and
- 2019 Housing Legislation (Sharon Gonsalvez, Townsend Public Affairs, Inc.).

Housing Bill Summary:

Housing legislation was extensive in 2018. There was legislation passed to stream line housing development (SB35, AB 73 and SB 540). There was significant legislation passed regarding accountability and enforcement of various existing guidelines and policies already in place such as the Housing Accountability Act. Legislation such as AB 678, changed the standards for justification of denial of a low or moderate housing project and provided penalties if the justification is not deemed sufficient. Several other pieces of legislation made changes to location and siting requirements for housing projects. AB1505 provides a tool for Cities who are not currently able to meet their Regional Housing Needs Assessment (RHNA) allocation requirements, authorizing a City or County to require a certain amount of low-income housing on-site or off-site as a condition of development for residential projects.

In addition to project location and approval, the legislation contained in SB35 and AB2162 create a streamlined approval process for developments in cities that have failed to meet their housing requirements. Both SB35 and AB2162 created specific criteria that must be met in order to qualify a project for streamlining.

SB2:

SB2 known as the Building Jobs and Homes Act placed a fee on real estate documents for the purposes of funding affordable housing. The first-year proceeds are split evenly between local planning grants and the State of California Housing and Community Development Department programs. One of the opportunities provided to cities through SB2 is funding for a comprehensive zoning code update. Funding is awarded on a first-come first-served basis and is based on city population. The minimum award amount is \$50,000 and based on population (<60,000), the City of Beaumont is eligible to receive up to \$125,000. The City is in need of a comprehensive zoning code update. Staff in conjunction with Townsend Public Affairs, Inc., is working to submit a grant application for this funding.

General Plan Annual Progress Report:

Beginning in 2016, the State of California required each city to submit a report showing progress made toward achieving the goals in a city’s general plan and the housing element in particular. The City of Beaumont submitted its first report last year and will be submitting the report again this year.

Both SB35 and AB879, passed in 2018, made significant changes to the annual progress report reporting requirements. A greater amount of data regarding permitting and land available for housing development is now required. This information will be included in the report presented to Council to review and accept the document before submittal each year.

Housing Element Update:

The City’s Housing Element was adopted in December 2013, for the period of 2013-2021. SCAG and the RHNA sub-committee are currently developing the 6th cycle RHNA allocation plan which will cover the period from October 2021-October 2029. The allocation plan includes methodology for determining the amount of various types of housing each city will be required to plan for. Staff has been monitoring and participating in the 6th cycle process via in person meetings and webinars.

Recommendation:

1. Discuss and provide direction to staff and;
2. Authorize staff to submit a letter stating the City’s official position on the Governor’s trailer bill.

City Manager Review:  _____

Attachments:

- A. Presentation
- B. City Position Letter



CITY OF BEAUMONT

550 E. 6th Street, Beaumont, CA 92223
Phone (951) 769-8520 Fax (951) 769-8526
www.Beaumont-Ca.gov

April 16, 2019

The Honorable Gavin Newsom
Governor of California
1303 10th Street, Suite 1173
Sacramento CA 95814

RE: 2019 Proposed Housing Trailer Bill Language

Dear Governor Newsom:

The City of Beaumont (City) would like to commend you on your commitment to affordable housing in the State of California. We have reviewed the proposed trailer bill language and would like to take this opportunity to discuss how the proposal would specifically affect the City of Beaumont.

As the trailer bill begins to move through the budget process, we would encourage the inclusion of clarifying language to differentiate between **zoned housing goals** and **entitled housing goals**.

Beaumont has experienced dynamic residential, commercial, and industrial growth over the past several years and is one of the fastest growing communities within the Inland Empire. The community is approximately fifty percent (50%) developed and it is anticipated that it will continue to grow over the next several years, thus providing the potential to accommodate the entitled housing number goals. However, coordination of this level of development requires the integrated efforts of multiple agencies including SoCal Edison, SoCal Gas, Beaumont Cherry Valley Water District, Western Riverside County Conservation Authority, Riverside County Local Agency Formation Commission, and others. Beaumont's regulatory authority is limited to planning, land use controls, and wastewater service. Even though these authorities are significant they comprise only a portion of the oversight required of every development project. Additionally, every project is subject to public scrutiny and many must litigate environmentally-based legal challenges. Since much of the development approval and entitlement process is out of the City's control it is respectfully proposed that the trailer bill substitute the term "zoned housing goal(s)" in lieu of "entitled housing goals" to reflect Beaumont's actual regulatory authorities.

Similarly, we would also ask that you reconsider the portion of the that bill that would withhold transportation funding from Senate Bill 1 to jurisdictions who do not meet their regional housing needs allocation. That funding is critical for road repairs and public transit to accommodate for the growth in the City.

The City is currently undergoing a General Plan update to incorporate the community's priorities in public transit and housing. The City is also currently applying for SB 2 planning funds to update the City's outdated zoning plan. Through the update of the City's General Plan and zoning code, the City will be able to zone for the required RHNA allocation and provide opportunities for transit-oriented development and mixed-use projects to create a more walkable community. As a City, we are taking every step necessary to accommodate the needs for affordable housing and growth, but certain aspects of development are out of our control.

We appreciate the opportunity to be a part of the conversation and thank you for your consideration of the items discussed above. If we can provide you with any further information, please do not hesitate contact us at (951) 769-8520.

Sincerely,

Mayor Julio Martinez

City of Beaumont

Cc;

Senator Jeff Stone

Assemblymember Chad Mayes

Senator Holly Mitchell, Senate Budget Chair

Assemblymember Phil Ting, Assembly Budget Chair

Current Housing Legislation and Its Impacts on the City



Items for Discussion



- Housing Bill Summary 2018
- SB2
- Housing Element Update
- 2019 Housing Legislation (Sharon Gonsalvez, Townsend Public Affairs, Inc.)

Staff Report

TO: Mayor and City Council Members

FROM: Todd Parton, City Manager

DATE: April 16, 2019

SUBJECT: Schedule the Time, Date and Place for a Joint Workshop between the Beaumont Cherry Valley Water District Board and the Beaumont City Council

Background and Analysis:

Since November 2018, sub-committee meetings between the Beaumont Cherry Valley Water District Board (“District”) and the Beaumont City Council (“City”) have been held to negotiate the terms of a memorandum of understanding (“MOU”) to identify the general terms, roles, and responsibilities of each party as they relate to the delivery of recycled water from the City to the District.

Attached is a final draft MOU jointly negotiated by and mutually agreeable to the representatives of the District and the City. It establishes the roles and responsibilities of each agency which are detailed in Sections III and IV. The draft MOU is under legal review by both the District and the City.

Negotiators for both parties mutually agreed to a joint meeting of the governing bodies of both entities to review the MOU and provide final direction.

The negotiators tentatively scheduled a joint meeting for 6 p.m. on Thursday, April 25, 2019, pending confirmation by both parties. At its meeting of April 10, 2019, the District confirmed its availability for this time and date. The meeting will be held in the District’s board chambers.

Fiscal Impact:

There is no fiscal impact to schedule the time, date, and place for a joint workshop between the District and the City.

Finance Director Review: _____

Recommendation:

Confirm the time, date, and place for a joint meeting of the District and the City regarding the MOU between the agencies as it relates to the delivery of recycled water from the City to the District for:

TIME: 6 p.m.

DATE: Thursday, April 25, 2019

PLACE: Beaumont Cherry Valley Water District
Board Chambers
560 Magnolia Ave.
Beaumont, Ca. 92223

City Manager Review: 

MEMORANDUM OF UNDERSTANDING (MOU) between

**Beaumont Cherry Valley Water District
and
City of Beaumont**

This is Memorandum of Understanding (MOU) between “Beaumont Cherry Valley Water District”, hereinafter called DISTRICT and “City of Beaumont”, hereinafter called CITY.

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the general terms, roles, and responsibilities of each party as they relate to the delivery of recycled water from the CITY to the DISTRICT.

In particular, this MOU is intended to:

- Ensure that, to the maximum extent possible, effluent generated by the CITY’s wastewater treatment plant (WWTP) is captured and re-used within the DISTRICT’s service area;
- Supplement the DISTRICT’s water supply in order to address long-term water supply needs and sustainability;
- Reduce imported water supply purchases for customers served by the DISTRICT; and
- Increase the sustainability and viability of development within the CITY and the DISTRICT service areas.

II. BACKGROUND

- CITY and DISTRICT were participants in the Beaumont Basin Groundwater Adjudication which was filed in Riverside County Superior Court in February 2004. This Adjudication acknowledges the use of recycled water within the Beaumont Basin and contains provisions regarding the delivery of recycled water to overlying parties. The District applied to Watermaster for a storage account in the Beaumont Basin and the Beaumont Basin Watermaster granted DISTRICT an 80,000-acre-foot storage account in the Beaumont Basin. The District can store imported water and recycled water, with appropriate permits, in the storage account to increase water supply reliability.
- In the mid-2000s, DISTRICT purchased approximately 80 acres on the east side of Beaumont Avenue between Brookside Avenue and Cherry Valley Boulevard to recharge imported water and captured stormwater. With regulatory agency approval, recycled water might also be recharged at this site and other DISTRICT- or CITY-owned sites. DISTRICT experience indicates the recharge capacity is in the range of 25,000 to 30,000 acre-feet per year (AFY).

- DISTRICT and developers have constructed a backbone non-potable water transmission, distribution and storage system which serves approximately 300 landscape connections with an estimated (2018) annual demand of approximately 1,880 acre-feet of water. The CITY accounted for over 36% of the non-potable water demand over the last three years. Non-potable water is defined as screened or untreated State Project Water, non-potable groundwater, recycled water, or a blend of each. Potable groundwater can be used to supplement the non-potable water if necessary. The existing non-potable water system consists of more than 45 miles of transmission mains and a 2 million gallon, above ground reservoir. The system is fully operational and is currently conveying non-potable water to serve the landscape connections.
- DISTRICT prepared Urban Water Management Plans (“UWMPs”) in 2000, 2005, 2013, and 2015 that anticipated the delivery of recycled water from the CITY. Since 2001 substantial development has occurred within the DISTRICT, primarily within the CITY, that has resulted in over 12,000 new water connections. These connections have resulted in a significant increase in the production of WWTP effluent that could be used to generate Title 22 recycled water. The delay in the availability of recycled water resulted in less groundwater in the District’s groundwater storage account than anticipated in the previous UWMPs.
- DISTRICT Service Area population is projected to continue to grow. At build-out the population is estimated to be 112,300, of which 90,600 are expected to be in the City of Beaumont. Recycled water from the City is expected to supply a significant portion of the growth.
- CITY owns and operates a municipal wastewater treatment plant with a current, permitted treatment capacity of 4 million gallons per day (“mgd”) with a current flow of about 3.2 mgd. The plant provides tertiary treatment of wastewater generated within the CITY and discharges effluent to Cooper’s Creek, a tributary of San Timoteo Creek and the Santa Ana River under discharge permit R8-2015-0026, NPDES No. CA 0105376, from the California Regional Water Quality Control Board, Santa Ana Region (“Regional Board”). This discharge permit allows the discharge of tertiary treated and disinfected wastewater to Cooper’s Creek (001) overlying the San Timoteo Management Zone and to an “unnamed” tributary of Marshall Creek (007) overlying the Beaumont Management Zone. The permit also allows the discharge of tertiary treated and recycled water delivered to Tukwet Canyon Golf Course (R-001), Oak Valley Golf Course (R-002) and BCVWD (R-003). BCVWD has existing adjacent pipelines to supply non-potable water to Tukwet Canyon Golf Course and Oak Valley Golf Course.
- The U. S. Fish and Wildlife Service, through the California Department of Fish and Wildlife, has determined that the discharge to Cooper’s Creek has helped maintain habitat for threatened and possibly endangered species and has further determined that 1.8 mgd of tertiary treated effluent shall continue to be discharged to Cooper’s Creek. Federal and state agencies have agreed that this amount might be reduced if environmental studies indicate that the downstream habitat would not be harmed.
- CITY is underway with the reconstruction of its wastewater treatment plant to increase the operating capacity to 6 mgd and construct desalting and brine disposal facilities in accordance with RWQCB Order R8-2015-0026, NPDES No. CA 0105376.
- DISTRICT desires to use recycled water to augment its water resource supply to meet current and future demands and finds that use of recycled water from the CITY’s wastewater treatment plant would be beneficial to both the CITY and DISTRICT. CITY would benefit by complying with

its maximum benefit commitments contained within its discharge permit; DISTRICT would benefit by securing a reliable, supplemental source of water while at the same time reducing its need for imported water.

- DISTRICT has developed a cross connection control and testing plan which has been approved by the California State Water Resources Control Board (SWRCB) Division of Drinking Water (“CDDW”) and has prepared draft rules and regulations for the use of recycled water which are awaiting DISTRICT Board of Directors review and approval.
- DISTRICT is in the process of finalizing a Non-potable Water Master Plan which envisions the receipt and pumping of Title 22 quality recycled water from the CITY’s wastewater treatment plant.
- DISTRICT along with the City of Banning, City of Redlands and Yucaipa Valley Water District are considering the development of a water resource management plan for the San Timoteo Groundwater Basin to optimize the management of the San Timoteo Basin including use of the basin for seasonal storage of surplus recycled water with its subsequent extraction in summer when demands exceed the normal recycled water supply.

III. CITY RESPONSIBILITIES UNDER THIS MOU

CITY shall undertake the following activities:

1. To provide Title 22 recycled water to DISTRICT.
 - a. CITY to provide recycled water quality reports to DISTRICT upon request.
 - b. CITY to guarantee that recycled water provided to DISTRICT meets or exceeds standards and specifications established by regional, state, federal and other agencies having jurisdiction over the CITY’s wastewater operation(s), recycled water production, and the DISTRICT’s reuse permits.
2. To design and construct system improvements necessary to produce and supply Title 22 water pursuant to a contract between the CITY and DISTRICT.
 - a. CITY to be fully responsible for all costs associated the design and construction of improvements to produce and deliver recycled water up to the delivery point.
 - b. Delivery point of recycled water to be a location mutually agreed to by CITY and DISTRICT.
3. To install a meter at the delivery point to measure the quantity and rate of flow of recycled water delivered to the DISTRICT.
4. To provide recycled water up to the total flow treated by the WWTP, after deducting habitat maintenance flow requirements and treatment losses, to meet DISTRICT requested amount of recycled water. CITY and DISTRICT shall cooperate to develop systems and programs for subsurface seasonal storage and seasonal usage to maximize the capture and use of recycled water in winter when non-potable water demands are minimal. Such programs could include seasonal storage in the San Timoteo Groundwater Basin by the CITY with subsequent

extraction in summer by the DISTRICT and/or development of seasonal users (schools, parks, golf courses, etc.).

5. CITY and DISTRICT to meet cooperatively, at least annually, to develop a plan identifying potential recycled water demands, storage, and extraction requirements for the year to maximize recycled water capture and reuse.
6. The maximum recycled water delivery flow rate shall be as mutually agreed to between CITY and DISTRICT; the maximum delivery flow rate may increase over time as demands and wastewater flows increase. DISTRICT agrees CITY will not provide storage at the wastewater treatment plant site for more than 24 hours.
7. To guarantee a maximum volume of 1 million gallons of recycled water per day in 2019 at a minimum flow rate of 500 gpm and a maximum flow rate of 3,500 gpm. Final guaranteed maximum capacity to be subject to the actual ability of the wastewater system to deliver said flows pursuant to a technical review and analysis conducted by the City of Beaumont.
 - a. Maximum daily volume shall not be banked on the City's Wastewater Treatment Plant Site other than for daily deliveries unless or until additional storage is built on the City's Wastewater Treatment Plant Site.
 - b. Ultimate maximum flow rates delivered from the WWTP could be as much as 5,250 gpm (or as otherwise required to meet ultimate District and City demands) and connection facilities between the City's WWTP and District Booster Station Site should be sized accordingly.
8. To negotiate a purchase agreement with DISTRICT to sell recycled water. CITY to invoice DISTRICT for the actual monthly volumetric usage based the metered flow and recycled water delivery point and the agreed-to Wholesale Recycled Water Rate.
9. The Wholesale Recycled Water shall be based on the additional costs incurred by the CITY to provide recycled water to DISTRICT at the delivery point, which may include transfer pumping to on-site equalization storage, on-site equalization storage, and pipeline(s) from the on-site equalization storage to the delivery point. The Wholesale Recycled Water Cost may include a fixed cost and a variable cost component. The fixed costs may include the amortized capital cost for the facilities to pump, store, convey, and meter recycled water to the delivery point. The fixed cost can be based on the expected annual recycled water delivery and paid as a fixed monthly charge. The variable cost may include the operation and maintenance labor and benefits, power, chemicals, and maintenance materials to pump, store, convey, and meter recycled water to the delivery point paid monthly based on the metered volume of recycled water delivered by the CITY to the DISTRICT. The Wholesale Recycled Water Rate could include recharge component for water stored by the CITY and a recovered component for water extracted from seasonal storage by the DISTRICT. The unit for measurement of the volumetric rate shall be mutually agreed upon. CITY and DISTRICT shall mutually agree on the Wholesale Recycled Water rate, which may be adjusted by mutual agreement from time to time.

10. If additional on-site equalization storage, conveyance piping, and pumping facilities are required to meet increased DISTRICT demands, CITY shall construct them in a timely fashion; adjustments to the fixed portion of the Wholesale Recycled Water Cost will be made based on mutual agreement of CITY and DISTRICT.
11. If CITY and DISTRICT mutually agree that it would be beneficial to provide additional treatment to maximize recycled water use in the DISTRICT, CITY and DISTRICT will share in the cost of the fixed and variable cost components of the additional facilities at a future, to be determined, cost sharing arrangement.
12. CITY and DISTRICT shall be responsible for their respective legal requirements for rate setting and rate changes.

IV. DISTRICT RESPONSIBILITIES UNDER THIS MOU

DISTRICT shall undertake the following activities:

1. To design and construct system improvements downstream of the delivery point necessary to accept and distribute Title 22 recycled water pursuant to an agreement between the CITY and DISTRICT.
 - a. DISTRICT to be fully responsible for all costs associated the design and construction of improvements to accept and distribute recycled water downstream of the delivery point.
 - b. Delivery point of recycled water to be a location mutually agreed to by CITY and DISTRICT.
2. To install a meter, or meters, at the recycled water delivery point to measure the quantity of water delivered to the DISTRICT.
3. To make payments to CITY for recycled water pursuant to a purchase contract as contained in Section
4. To provide a credit toward projected water demand for proposed developments with said credit to contemplate the net estimated volume of recycled water produced and recycled within the development.
 - a. Estimated volume of recycled water produced and recycled will consider the following:
 - i. Projected/actual volume of water to be consumed within the development;
 - ii. Projected/actual volume of wastewater to be discharged to the sanitary sewer system within the development;
 - iii. Projected/actual wastewater volume lost pursuant to treatment and plant operations; and
 - iv. Any other projected/actual recycled water losses – i.e. seasonal storage, new regulations.

- b. Residential water consumption shall be calculated on a per-meter basis with the per meter flow calculation being based on actual meter data collected by the District for residential developments with similar characteristics to those of the proposed residential development. Said characteristics to include, but not be limited to, lot size, lot density, and lot coverage.
 - c. Non-residential water consumption shall be calculated on a per-meter basis with the meter flow calculation being based upon projected water consumption for the proposed development. Said consumption calculations shall be based either on water consumption data provided by the developer, industry standards for water consumption for each of the proposed uses within the development, actual water use metered by the District for similar uses, or a combination thereof.
5. DISTRICT shall establish Non-potable Water Rate(s) for customers who utilize non-potable water for irrigation and other approved uses. DISTRICT shall comply with legal requirements for rate setting and rate increases.
- a. DISTRICT has installed or shall cause to be installed separate meters for each non-potable water connection.
 - b. DISTRICT to adopt rules and regulations for non-potable water use, be responsible for on-site inspections, cross connection testing, and other reporting requirements.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- 1. CITY reserves the right to enter into wholesale contracts for the sale of unused recycled not claimed as DISTRICT water supply in DISTRICT’s UWMP to third parties:
 - a. Prior to any sale, the CITY and District shall endeavor to develop seasonal storage programs to maximize the capture and reuse of recycled water.
 - b. DISTRICT shall have first right of refusal to the water offered for sale by CITY through third-party contracts.
- 2. DISTRICT and CITY shall execute a final re-use water contract within 6 months of the effective date of this MOU, and /or upon completion of any City and/or District rate studies.

VI. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of DISTRICT and CITY authorized officials. It shall be in force from _____ to _____.

DISTRICT and CITY indicate agreement with this MOU by their signatures.

Signatures and Dates

Beaumont Cherry Valley Water District

City of Beaumont

John Covington, President

Julio Martinez III, Mayor

Date _____

Date _____

Staff Report

TO: Mayor and Council Members

FROM: Jeff Hart, Public Works Director

DATE: April 16, 2019

SUBJECT: Consider Adopting a List of Projects Funded by SB 1: The Road Repair and Accountability Act

Background and Analysis:

The Road Repair and Accountability Act of 2017, passed by the State of California, provides the City with a new funding source through the Road Maintenance and Rehabilitation Account (RMRA). The new funds available through RMRA fund street, road, and highway related projects.

In order to obtain RMRA funds through the California Department of Transportation (DOT), the City is required to identify the projects that will be receiving RMRA funds on the Capital Improvement Project (CIP) list. The City has selected the following list of projects for City Council to adopt through resolution: Annual Slurry Seal FY 19-20 (Project Number 2019-001), Annual Street Rehab FY 19-20 (Project Number 2019-002) and Beaumont Avenue Reconstruction Project (Project Number 2018-004). The City hired a consultant to conduct a Pavement Management System Report for all City streets consisting of residential streets, collector streets, and arterial streets. The report revealed the Pavement Condition Index (PCI) for all City streets, the PCI ranges from 0 to 100. The following is a breakdown of the PCI rating of City streets:

- Category 1 (Good to Excellent) PCI Ranges From 70-100. These roads are applicable for slurry seal treatment.
- Category 2 and 3 (At-Risk to Fair) PCI Ranges From 50-70. These roads are applicable for 2 to 3 inches of asphalt rehabilitation.
- Category 4 (Poor) PCI Ranges From 25-50. These roads are applicable for mill and overlay with 2.5 to 3 inches of asphalt paving in addition to base failure treatments.
- Category 5 (Very Poor) PCI Ranges From 0-25. These roads are applicable for full reconstruction.

As part of performing maintenance on City streets, the Annual Slurry Seal Project will help extend the life of existing streets by 5 to 7 years. The slurry seal application to roads will provide a new wearing surface for the roadway. Minor cracks in the roadway will be sealed concurrent with the slurry seal application. PCI ratings of roads receiving slurry seal will increase. The ideal PCI rating is 70, roads that have PCI ratings slightly less than 70 will be

able to increase their PCI rating with the slurry seal application. Attachment B includes the list of streets that are selected for slurry seal treatment. The anticipated project cost which includes design and construction for the Annual Slurry Seal FY 19-20 Project is approximately \$600,000, with a total project cost of \$1,000,000 comprised of both SB-1 and Measure A funds.

Roads that have more deterioration will require asphalt rehabilitation consisting of 2 to 3 inches of asphalt removal and overlay. The Annual Street Rehab Project will consist of repaving streets that have a low PCI rating (between 25-70) as identified in the pavement management report. Local, collector, and arterial streets will be selected for asphalt rehabilitation, which will help extend the life of the road by 10 to 15 years. Attachment C includes the list of streets that are selected for asphalt rehabilitation. The anticipated project cost which includes design and construction for the Annual Citywide Street Rehab FY 19-20 Project is approximately \$300,000, with a total project cost of \$800,000 comprised of both SB-1 and Measure A funds.

The Beaumont Avenue Reconstruction Project will also be funded by SB-1. The project will consist of reconstructions of multiple segments of Beaumont Avenue, classified as an arterial street. The pavement management report indicated that Beaumont Avenue needs asphalt rehabilitation from the I-10 Interchange to Brookside Avenue. Some segments of the road will be rehabilitated as part of the FY 18-19 Beaumont Avenue Reconstruction Project (with a project budget of \$1,253,000 comprised of both SB-1 and Measure A funds), while additional remaining segments will be rehabilitated in FY 19-20 depending on available funds. Attachment D includes the road segments selected for rehabilitation. The anticipated project cost which includes design and construction for the Beaumont Avenue Reconstruction FY 19-20 Project is approximately \$700,000.

In conjunction to receiving SB-1 funds for FY 19-20, Measure A funds will also be allocated to the City for these pavement maintenance and rehabilitation projects. Measure A funds for FY 19-20 will allocate funds for the Annual Slurry Seal and Annual Street Rehab Projects.

Staff anticipates SB1 funds in the amount of \$798,401 for FY 19-20 to be allocated as part of the Gas Tax funds identified for the following list of projects:

1. Annual Slurry Seal FY19-20 Project (Project Number 2019-001)
2. Annual Street Rehab FY19-20 Project (Project Number 2019-002)
3. Beaumont Ave Reconstruction FY 19-20 Project (Project Number 2018-004)

Fiscal Impact:

No additional funds are requested.

Finance Director Review: _____

Recommendation:

1. Waive the full reading and approve by title only, "A Resolution of the City Council of the City of Beaumont to Adopt a List of Projects Funded by SB 1: The Road Repair and Accountability Act

City Manager Review: _____

Attachments:

- A. Resolution for FY 19-20
- B. List of Streets Selected for the Annual Slurry Seal Project (Project Number 2019-001)
- C. List of Streets Selected for the Annual Street Rehab Project (Project Number 2019-002)
- D. Segments of Beaumont Avenue Selected for Rehabilitation (Project Number 2018-004)
- E. Aerial Map of Pavement Projects FY19-20 Funded by SB-1

Attachment A

**Resolution to Adopt a List of Projects Funded by SB 1 for FY 19-20: The
Road Repair and Accountability Act.**

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT TO ADOPT A LIST OF PROJECTS FUNDED BY SB-1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects are in progress or have been completed each fiscal year; and

WHEREAS, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$798,401 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

WHEREAS, this is the third year in which the City/County is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list by adopting a Capital Improvement Plan; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate 15 to 25 streets/roads throughout the City this year and dozens of similar projects into the future; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an "good" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an "excellent" condition; and

WHEREAS, the average motorist pays more than \$700 a year in added repair costs for their vehicle, due to the poor condition of roads however, a recent study by the American Road and Transportation Builders Association (ARTBA) found transportation improvements from SB 1 will bring annual savings of nearly \$300 per household; and

WHEREAS, without revenue from SB 1, the City, would have otherwise been canceling/delaying/deferring projects throughout the community; and

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE BE IT RESOLVED BY THE BEAUMONT CITY COUNCIL AS FOLLOWS:

1. The foregoing recitals are true and correct.
2. The City of Beaumont is adopting the following list of projects planned to be funded in fiscal year 2019-20 with Road Maintenance and Rehabilitation Account revenues:

- a. Project 2019-001 - Annual Slurry Seal FY 19/20 will consist of applying slurry seal treatment to existing streets in the City consisting of residential streets, collector streets, and arterial streets. Streets that are identified in the City's Pavement Management Report will receive slurry seal treatment. As indicated in the pavement report, streets that are applicable to receive slurry seal are located in multiple areas throughout the City. Construction is anticipated to begin within March of fiscal year 19-20 and completion is anticipated within May of fiscal year 19-20. Slurry seal treatment is projected to increase the minimum useful life of streets by 5 years to a maximum useful life of 7 years.
- b. Project 2019-002 - Annual Street Rehab FY 19/20 will consist of repaving existing streets in the City consisting of residential streets, collector streets, and arterial streets. Streets that are identified in the City's Pavement Management Report will receive new asphalt surface. As indicated in the pavement report, streets that are applicable to receive new asphalt are located in multiple areas throughout the City. Construction is anticipated to begin within March of fiscal year 19-20 and completion is anticipated within May of fiscal year 19-20. New asphalt surface is projected to increase the minimum useful life of streets by 15 years to a maximum useful life of 30 years.
- c. Project 2018-004 – Beaumont Ave Reconstruction FY 19/20 will consist of repaving Beaumont Avenue, which is classified as an arterial street, from I-10 overpass up to Brookside Avenue. Beaumont Avenue rehab is identified in the City's Pavement Management Report. The project budget will govern the number of road segments that can be repaved within fiscal year 19-20. Construction is anticipated to begin within March of fiscal year 19-20 and completion is anticipated within May of fiscal year 19-20. Repaving Beaumont Avenue is projected to increase the minimum useful life of the street by 15 years to a maximum useful life of 30 years.

MOVED, PASSED, and ADOPTED this 16th day of April, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____

Julio Martinez, Mayor

Attachment B

**List of Streets Selected for the Annual Slurry Seal Project (Project
Number 2019-001)**

2019-001 Annual Slurry Seal Project FY 19-20

Street Name	Beginning Location	Ending Location	Length	Width	Area	Surface Type	Current PCI	Remaining Service Life (Years)	Treatment Type	Cost	PCI After Treatment	Minimum Useful Life	Maximum Useful Life
Augusta St	Fairway Dr	End of Street	1198	32	38,336	AC	79	18.82	Slurry Seal	\$10,649.00	87	5	7
Avallon Ave	13th	End of Cul-De-Sac	626	34	21,284	AC	67	18.12	Slurry Seal	\$5,321.00	77	5	7
B St	Elm Ave	Grace Ave	1029	38	39,102	AC	69	19.29	Slurry Seal	\$9,776.00	79	5	7
Champions Dr	Cherry Valley Blvd	Desert Lawn Dr	7038	32	225,216	AC	81	16.13	Slurry Seal	\$56,304.00	89	5	7
Christina St	Michigan Ave	Elizabeth Ave	467	32	14,944	AC	76	13.92	Slurry Seal	\$3,236.00	85	5	7
Crescent Moon Way	Moonlight Dr	End of Cul-De-Sac	358	32	11,456	AC	66	17.55	Slurry Seal	\$3,145.00	76	5	7
Day Break Way	Midnight Sun Dr	Oak Valley Pkwy	119	32	3,808	AC	63	15.9	Slurry Seal	\$952.00	73	5	7
Day Break Way	Midnight Sun Dr	End of Cul-De-Sac	217	32	6,944	AC	70	13.92	Slurry Seal	\$1,789.00	78	5	7
Elizbeth Ave	Christina St	Shelby St	276	32	8,832	AC	76	13.92	Slurry Seal	\$2,208.00	85	5	7
Lennon Ave	Cherry Valley Acres	Alexe St	503	34	17,102	AC	67	18.13	Slurry Seal	\$4,276.00	77	5	7
Palm Avenue	Brookside Ave	Cherry Valley Acres	1,165	40	46,600	AC	67	18.13	Slurry Seal	\$12,000.00	77	5	7
Palm Avenue	Cougar Way	Canyon Crest Rd	609	52	31,668	AC	83	17.08	Slurry Seal	\$7,917.00	90	5	7
Palm Avenue	Oak Valley Pkwy	8th St	5,207	96	499,872	AC	81	16.14	Slurry Seal	\$124,968.00	89	5	7
Palm Avenue	8th St	End of Cul-De-Sac	1,026	96	98,496	AC	79	15.22	Slurry Seal	\$12,624.00	87	5	7
Palm Avenue	Cougar Way	End of Cul-De-Sac	818	34	27,812	AC	80	15.68	Slurry Seal	\$6,953.00	88	5	7
Palm Ct	Palm Ave	End of Cul-De-Sac	72	34	2,448	AC	85	15.68	Slurry Seal	\$1,000.00	92	5	7
Ring Ranch Rd	Calumet Ave	End of Street	3,832	34	130,288	AC	79	15.24	Slurry Seal	\$32,572.00	87	5	7
Seneca Springs Blvd	Pottero Ave	Tripoli St	352	32	11,264	AC	78	18.34	Slurry Seal	\$3,429.00	86	5	7
Seneca Springs Blvd	Tripoli St	Manzanita Park Rd	2,824	32	90,368	AC	79	18.81	Slurry Seal	\$25,103.00	87	5	7
Seneca Springs Blvd	Pottero Ave	1st St	1,282	56	71,792	AC	77	17.87	Slurry Seal	\$19,943.00	86	5	7
Brookside Ave	Beaumont Ave	Nobel St	2,641	48	126,768	AC	83	20.7	Slurry Seal	\$36,270.00	89	5	7
Brookside Ave	Cherry Ave	Eastern City Limit	3,083	48	147,984	AC	71	15.16	Slurry Seal	\$53,349.00	79	5	7
Dorado Wy	Shooting Star Dr	Star Light Ave	112	32	3,584	AC	79	25.43	Slurry Seal	\$1,000.00	86	5	7
Elm Ave	Dale Ave	Myrl Dr	907	34	30,838	AC	84	17.58	Slurry Seal	\$7,941.00	90	5	7
Gabberger Ct	Stadler St	End of Cul-De-Sac	400	32	12,800	AC	71	20.31	Slurry Seal	\$3,296.00	79	5	7
Golf Club Dr	Oak Valley Pkwy	Security Gate	3,947	43	169,721	AC	71	11.94	Slurry Seal	\$61,185.00	78	5	7
Ivy Ln	Sundance Dr	Moss Rose Way	112	32	3,584	AC	76	23.53	Slurry Seal	\$1,000.00	83	5	7
Michigan Ave	Oak Valley Pkwy	S/O Shelby St	581	36	20,916	AC	70	19.86	Slurry Seal	\$5,386.00	78	5	7
Oak Valley Pkwy	Oak View Dr	Beaumont Ave	5,297	82	434,354	AC	83	20.55	Slurry Seal	\$124,274.00	89	5	7
Oak Valley Pkwy	Starlight Ave	Highland Springs Ave	2,660	82	218,120	AC	84	21.02	Slurry Seal	\$62,407.00	89	5	7
Oak View Dr	Brookside Ave	Oak Valley Pkwy	7,200	32	230,400	AC	83	17.09	Slurry Seal	\$59,328.00	89	5	7
Palmer Avenue	Oak Valley Pkwy	Harmon Heights	2,222	52	115,544	AC	84	21.03	Slurry Seal	\$33,059.00	89	5	7
Roy Ct	Alexe St	End of Cul-De-Sac	356	34	12,104	AC	73	21.68	Slurry Seal	\$3,117.00	81	5	7
Starlight Ave	Oak Valley Pkwy	Highland Springs Ave	5,399	68	435,132	AC	83	17.08	Slurry Seal	\$112,047.00	89	5	7

Total \$908,024.00

Attachment C

**List of Streets Selected for the Annual Street Rehab Project (Project
Number 2019-002)**

2019-002 Annual Street Rehab Project FY 19-20

Street Name	Beginning Location	Ending Location	Length	Width	Area	Surface Type	Current PCI	Remaining Service Life (Years)	Treatment Type	Cost	PCI After Treatment	Minimum Useful Life	Maximum Useful Life
Allegheny St	6th St	8th St	1,040	28	29,120	AC	39	5.04	Mill and Thick Overlay	\$80,889.00	100	15	30
Beech Pl	Cypress St	End of Cul-De-Sac	282	34	9,588	AC	46	8.04	Mill and Thick Overlay	\$26,634.00	100	15	30
California Ave	I-10 Overpass	1st St	1,963	32	62,816	AC	59	10.26	Mill and Thick Overlay	\$125,632.00	100	15	30
Chestnut Ave	5th St	6th St	489	38	18,582	AC	46	8.04	Mill and Thick Overlay	\$51,617.00	100	15	30
Cypress St	Lemon Ave	Date Ave	537	34	18,258	AC	47	8.5	Mill and Thick Overlay	\$50,717.00	100	15	30
Lois Ln	Vasili Ln	End of Cul-De-Sac	413	34	14,042	AC	48	8.96	Mill and Thick Overlay	\$39,066.00	100	15	30
Massachusetts Ave	6th St	Southern End	582	36	20,952	AC	40	5.44	Mill and Thick Overlay	\$58,200.00	100	15	30
Massachusetts Ave	6th St	8th St	1043	36	37,548	AC	48	8.95	Mill and Thick Overlay	\$104,300.00	100	15	30
Melissa Ct	Deborah Pl	End of Cul-De-Sac	229	34	7,786	AC	39	5.04	Mill and Thick Overlay	\$21,628.00	100	15	30
Michigan Ave	1st St	Potrero Blvd	1188	24	28,512	AC	39	5.03	Mill and Thick Overlay	\$79,200.00	100	15	30
Michigan Ave	11th St	12th St	1060	36	38,160	AC	44	7.14	Mill and Thick Overlay	\$106,000.00	100	15	30
Sequoia Dr	Canyon Crest Dr	Cedarview dr	555	34	18,870	AC	59	13.82	Mill and Thick Overlay	\$29,354.00	100	15	30
5th	Grace Ave	California Ave	235	42	9,870	AC	48	8.96	Mill and Thick Overlay	\$27,417.00	100	15	30
7th St	Palm Ave	Maple Ave	341	46	15,686	AC	45	7.59	Mill and Thick Overlay	\$43,573.00	100	15	30
10th St	Pennsylvania Ave	Cherry Ave	469	32	15,008	AC	40	5.45	Mill and Thick Overlay	\$41,689.00	100	15	30
6th St	Beaumont Ave	Palm Ave	1554	56	87,024	AC	50	7.07	Mill and Thick Overlay	\$497,971.00	100	15	30
6th St	Xenia Ave	Highland Springs Ave	2325	102	237,150	AC	49	6.74	Mill and Thick Overlay	\$1,357,025.00	100	15	30
Agnes St	Vasili Ln	End of Cul-De-Sac	462	34	15,708	AC	50	9.92	Mill and Thick Overlay	\$44,943.00	100	15	30
American Ave	6th St	8th St	1067	32	34,144	AC	26	0.28	Mill and Thick Overlay	\$156,304.00	100	15	30
Birchwood Dr	Palm Ave	End of Cul-De-Sac	666	34	22,644	AC	50	9.92	Mill and Thick Overlay	\$64,787.00	100	15	30
Deborah Pl	Emily Ln	Melissa Ct	556	34	18,904	AC	49	9.44	Mill and Thick Overlay	\$54,087.00	100	15	30
Edgar Ave	5th St	6th St	493	32	15,776	AC	50	9.91	Mill and Thick Overlay	\$45,137.00	100	15	30
Kirby Ct	Cougar Way	End of Cul-De-Sac	284	34	9,656	AC	49	9.43	Mill and Thick Overlay	\$27,627.00	100	15	30

Total

\$3,133,737.00

Attachment D

**Segments of Beaumont Avenue Selected for the Beaumont Avenue
Reconstruction Project (Project Number 2018-004)**

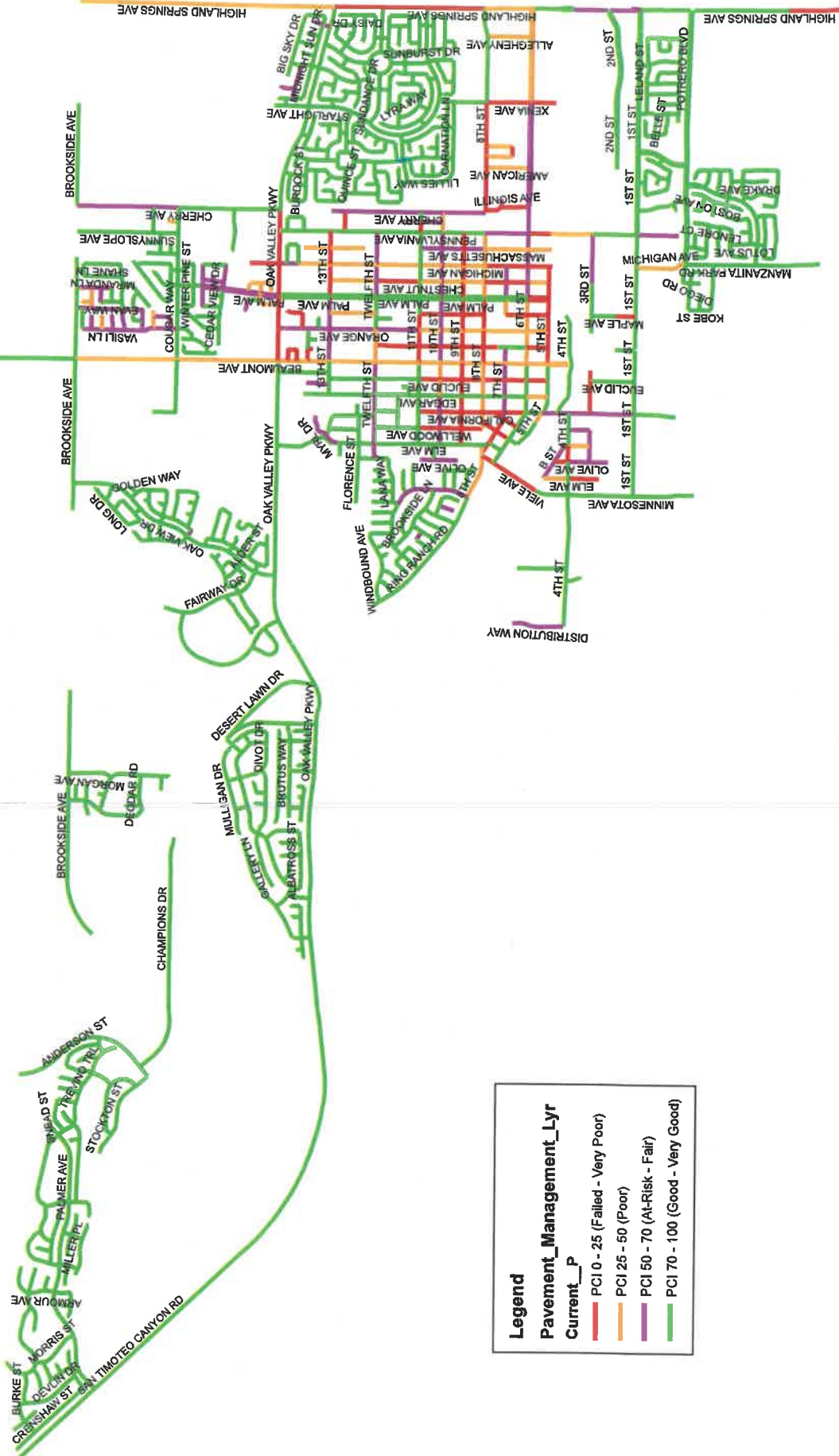
2018-004 Beaumont Avenue Rehabilitation Project

Street Name	Beginning Location	Ending Location	Length	Width	Area	Surface Type	Current PCI	Remaining Service Life (Years)	Treatment Type	Cost	PCI After Treatment	Minimum	Maximum
												Useful Life	Useful Life
Beaumont Ave	I-10 Overpass	6th St	746	42	31,332	AC	30	1.2	Full Reconstruct Mill and Thick Overlay with Fabric	\$391,828.00	100	15	30
Beaumont Ave	6th Street	8th Street	1,120	42	47,040	AC	46	5.77	Full Reconstruct Mill and Thick Overlay with Fabric	\$261,334.00	100	15	30
Beaumont Ave	8th Street	11th Street	1,679	42	70,518	AC	33	1.99	Full Reconstruct Mill and Thick Overlay with Fabric	\$881,874.00	100	15	30
Beaumont Ave	11th Street	12th Street	1,120	42	47,040	AC	44	5.15	Full Reconstruct Mill and Thick Overlay with Fabric	\$261,334.00	100	15	30
Beaumont Ave	12th Street	13th Street	1,185	42	49,770	AC	41	4.24	Full Reconstruct Mill and Thick Overlay with Fabric	\$276,500.00	100	15	30
Beaumont Ave	13th Street	Oak Valley Pkwy	1,303	42	54,726	AC	47	6.09	Full Reconstruct Mill and Thick Overlay with Fabric	\$304,034.00	100	15	30
Beaumont Ave	Oak Valley Pkwy	Cougar Way	2,630	42	110,460	AC	50	5.77	Full Reconstruct Mill and Thick Overlay with Fabric	\$632,077.00	100	15	30
Beaumont Ave	Cougar Way	Brookside Avenue	2,634	42	110,628	AC	46	5.77	Full Reconstruct Mill and Thick Overlay with Fabric	\$614,600.00	100	15	30
Total										\$3,231,753.00			

Attachment E

Aerial Map of Pavement Projects FY19-20 Funded by SB-1

City of Beaumont Pavement Management Update



Staff Report

TO: Mayor and Council Members

FROM: Jeff Hart, Public Works Director

DATE: April 16, 2019

SUBJECT: Approve Professional Services Agreement to Michael Baker International for Design Services of Beaumont Avenue Rehabilitation and Annual Slurry Seal Project in the Amount Not to Exceed \$102,270 and Authorize the City Manager to Sign Change Orders up to an Additional \$20,000 for a Total Not to Exceed Contract of \$122,270

Background and Analysis:

The City of Beaumont received SB-1 funds and Measure A funds to improve the City's road infrastructure for FY 18-19. The City hired ASM Consulting to survey all City maintained streets to determine the pavement condition of each street. City Council accepted the complete Pavement Management System Final Report on December 5, 2017. In the report, a Pavement Condition Index (PCI) was assigned to each City road based on four road condition categories. The following are the four condition categories:

- Condition Category I – Good to Very Good/Excellent (PCI 70-100)
- Condition Category II/III – At-Risk to Fair (PCI 50-70)
- Condition Category IV – Poor (PCI 25-50)
- Condition Category V – Very Poor (PCI 0-25)

The overall network PCI for the City is 71 as stated in the pavement management system final report. To maintain or improve the network PCI, the City has to perform preventative maintenance by applying slurry seal to roads or perform road rehabilitation by paving a new asphalt surface.

Staff reviewed the pavement management report and selected streets that are applicable for preventative maintenance and road rehabilitation. Based off of the report, several segments of Beaumont Avenue were selected for road rehabilitation and several streets were selected for preventative maintenance. To acquire design services from interested firms for both projects, Beaumont Avenue Rehabilitation and Citywide Slurry Seal Project, the City issued a Request for Proposal (RFP). The RFP indicated that the number of streets selected for the Citywide Slurry Seal Project and a number of street segments selected for the Beaumont Avenue Rehabilitation Project will be restricted to the project budget of both projects. The City provided a list of streets from the pavement management report that are applicable to receive slurry seal treatment. The City also posted a list of segments on Beaumont Avenue

that are applicable to receive a new asphalt surface. Based on the provided list, the designer will work with staff to select streets that are close in proximity which will help in lowering mobilization costs.

Applying slurry seal is anticipated to increase the pavement life by 5 to 7 years. Repaving with a 2-inch grind and overlay is anticipated to increase the pavement life by 10 to 15 years or more.

Measure A and SB-1 funds will be used for the Beaumont Avenue Rehabilitation and Citywide Slurry Seal Project. Development Impact Fee (DIF) funds will be used for designing and reconstructing the alleyway located between 9th Street and 10th Street between Beaumont Avenue and Magnolia Avenue. The City has advertised the alleyway restoration in the same RFP as the Beaumont Avenue Rehabilitation and Citywide Slurry Seal Project. The following table provides a summary of the project funding:

Summary of Projects and Funding Source FY18-19			
Project Name	CIP Project Number	Funding Source	Anticipated Project Cost
Annual Slurry Seal	2018-001	Measure A and SB-1	\$600,000.00
Beaumont Avenue Rehab	2018-004	Measure A and SB-1	\$1,253,000.00
Alleyway Rehab	2018-003	Alley In-Lieu DIF	\$34,000.00
Beaumont Avenue Traffic Study	2019-005	Traffic Signal DIF	\$10,000.00
		TOTAL	\$1,897,000.00

The City has mailed out utility notices to all pertinent utility purveyors in the City of Beaumont. This practice gives utility purveyors the opportunity to perform any maintenance work on their respective utility prior to construction. Once the road receives slurry seal or new asphalt surface, the roadway will be placed under a moratorium which will not allow utility purveyors to excavate the roadway for maintenance work. The utility notice identified the potential streets that are applicable for slurry seal and applicable for new asphalt surface. After the City has final plans, the City will again send a utility notice to notify all utility purveyors of the final streets. The final utility notice will allow a reasonable time for utility purveyors to perform any utility work before construction begins.

Staff received proposals from interested firms and evaluated the proposals based off of price and scope of services. Staff selected MBI to prepare improvement plans and specifications for the Beaumont Avenue Rehabilitation Project and Citywide Slurry Seal Project. MBI's scope of work includes performing a geotechnical assessment of Beaumont Avenue. The geotechnical assessment will verify if the road is applicable for a 2-inch grind and overlay of new asphalt surface as identified in the pavement management system final report. MBI included optional design services for the City to select in the revised proposal (see Attachment G). The revised proposal includes optional design services items such as the following:

- Field surveying – Full reconstruct segments on Beaumont Avenue from 5th Street to 6th Street and 8th Street to 11th Street (will require surveying to determine the existing cross slopes for drainage design);
- Extended geotechnical investigation – Additional segments on Beaumont Avenue from 5th Street to 6th Street and 13th Street to Brookside Avenue (will require geotechnical investigation to determine appropriate pavement thickness for rehabilitation);
- Striping plans for Beaumont Avenue – Striping plans on Beaumont Avenue from 5th to Brookside Avenue (will be required for contractor to construct striping after paving the road);
- Full depth rehab improvement plans - Full reconstruct segments on Beaumont Avenue from 5th Street to 6th Street and 8th Street to 11th Street (will require topographic features such as cross slope information on the plans);
- Traffic study on Beaumont Avenue – The intersections between 6th Street and Beaumont Avenue and Oak Valley Parkway and Beaumont Avenue are all stop controlled intersections. (The City would like to conduct a study to determine which intersections can be signalized); and
- Extended 2-inch grind and overlay rehab improvement plans – Additional segments on Beaumont Avenue from 13th Street to Brookside Avenue are applicable to receive 2-inch grind and overlay of asphalt.

The original proposal for design services from MBI amounts to \$38,600 as shown in Attachment C. By including the aforementioned optional design services to the original proposal, the proposal increases to \$102,270. Staff recommends City Council award a design service contract to MBI in amount not to exceed \$102,270.

Fiscal impact:

MBI’s proposal for design services amounts to \$102,270. SB-1 funds, Measure A funds, and alleyway DIF funds will be used to compensate MBI for their design services. The following table shows the breakdown of design service cost for each project:

Project Name	Design Cost from MBI	Funding Source	Anticipated Project Cost
Annual Slurry Seal	\$15,000.00	Measure A and SB-1	\$600,000.00
Beaumont Avenue Rehab	\$63,700.00	Measure A and SB-1	\$1,253,000.00
Alleyway Rehab	\$9,100.00	Alley In-Lieu DIF	\$34,000.00
Beaumont Avenue Traffic Study	\$14,470	Traffic Signal DIF	\$10,000.00
Total:	\$102,270.00	-----	\$1,897,000.00

The alleyway design cost includes field surveying. The alleyway project will extend from 9th Street to 10th Street and the construction will need to accommodate drainage. The traffic signal study for Beaumont Avenue will be funded via traffic signal DIF.

Finance Director Review: _____

Recommendation:

1. Award professional services agreement to MBI for design services of Beaumont Avenue Rehabilitation and Annual Slurry Seal Project in the amount not to exceed \$102,270 and authorize the City Manager to sign change orders up to an additional \$20,000 for a total not to exceed \$122,270.

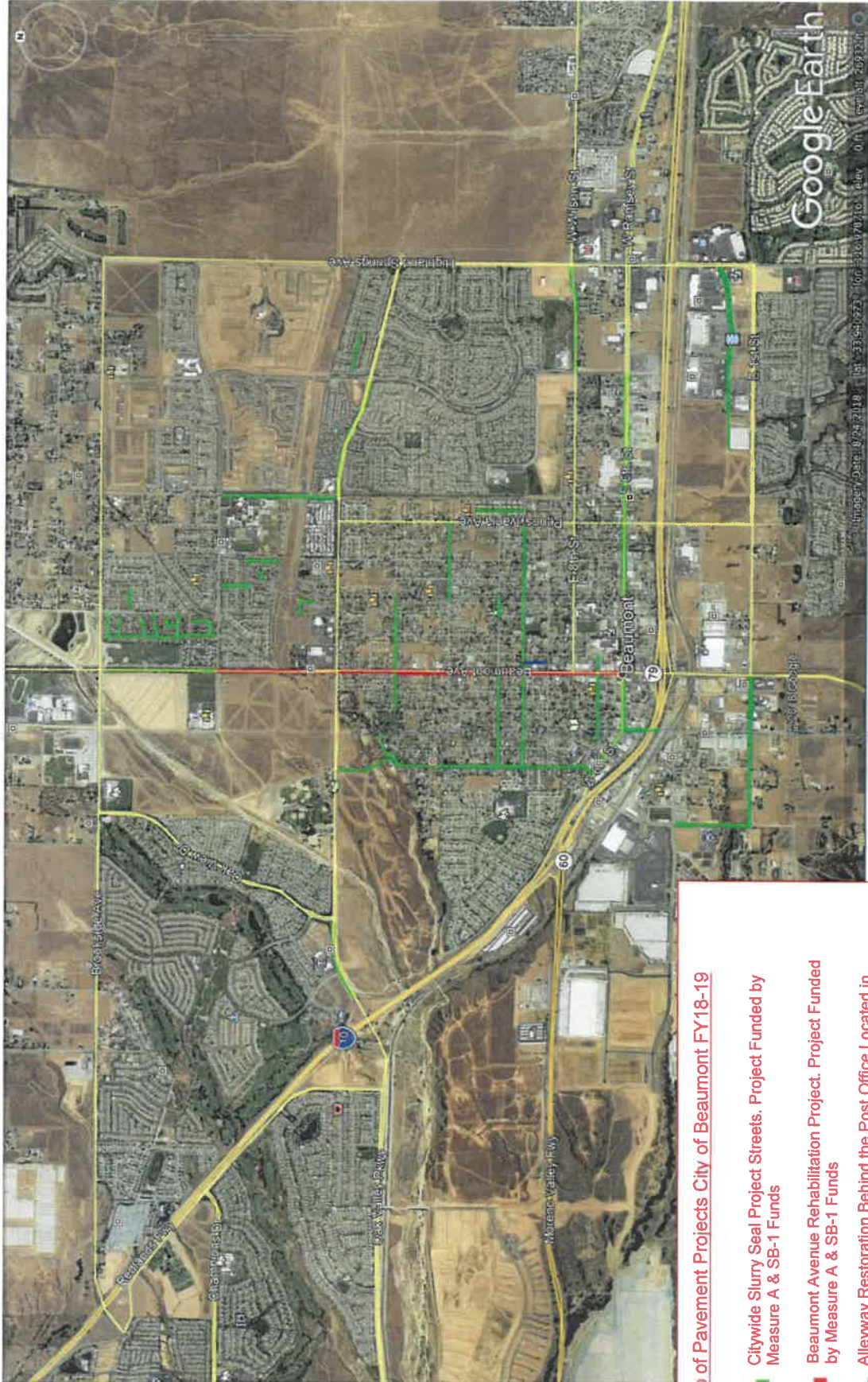
City Manager Review:  _____

Attachments:

- A. Map of Slurry Seal Project and Beaumont Avenue Rehab Project
- B. RFP Posted by City of Beaumont
- C. Michael Baker International Proposal
- D. Utility Notices Sent by City of Beaumont to Utility Purveyors within City of Beaumont
- E. Professional Services Agreement with Michael Baker International
- F. List of Streets Applicable for Slurry Seal and List of Street Segments Applicable for 2-Inch Grind and Overlay on Beaumont Avenue
- G. Revised Proposal from Michael Baker International

Attachment A

Map of Slurry Seal Project and Beaumont Avenue Rehab Project



Map of Pavement Projects City of Beaumont FY18-19

- █ Citywide Slurry Seal Project Streets. Project Funded by Measure A & SB-1 Funds
- █ Beaumont Avenue Rehabilitation Project. Project Funded by Measure A & SB-1 Funds
- █ Alleyway Restoration Behind the Post Office Located in Between Beaumont Avenue and Magnolia Avenue. Funded by Alleyway DIF Funds

Attachment B

RFP Posted By City of Beaumont



City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
gnawaz@beaumontca.gov
Phone: (951) 769-8520 Ext. 358

November 28, 2018

Request for Informal Bids for Citywide Slurry Seal Project and Beaumont Avenue Rehabilitation Project

The City of Beaumont is hereby requesting informal proposals for the Citywide Slurry Seal Project and Beaumont Avenue Rehabilitation Project. All bidders must meet the conditions of this bid request.

- 1) The scope of work consists of but not limited to:
 - Preparation of plans, specifications, and engineer's cost estimate. Plans also shall include signing and striping plans.
 - Use the city provided pavement management report to determine which streets are applicable for slurry seal treatment and determine which portions of Beaumont Avenue need either grind and overlay treatment or full pavement rehabilitation.
 - City has budget of \$256,500 and a reserve contingency of 10% for citywide slurry seal project. Selection of streets for slurry seal treatment shall be limited to a budget of \$285,000 which includes 10% contingency.
 - City has budget of \$513,000 and a reserve contingency of 10% for Beaumont Avenue Rehabilitation Project. Rehabilitation shall be limited to a budget of \$570,000 which includes 10% contingency.
 - Prepare design of alleyway located between 9th Street and 10th Street in-between Beaumont Avenue and Magnolia Avenue. Design will require survey of the existing alleyway. The design of the alleyway shall consist of a "V" shaped asphalt pavement to collect and convey surface runoff of storm water onto connecting streets. Design shall be included on its own sheet in the Beaumont Avenue Rehabilitation Project plan set.
 - Improvement plans shall reflect the appropriate pavement improvement consisting of slurry seal, grind and overlay, and full pavement rehabilitation, removal and replacement of signing & striping improvements, and utility manhole/valve protection.
 - Prepare separate plans, specifications, and cost estimate for Slurry Seal Project.
 - Prepare separate plans, specifications, and cost estimate for Beaumont Avenue Rehabilitation Project.
 - Provide city with completed AutoCad files of slurry seal project and Beaumont Avenue rehabilitation project.
 - Consultant proposal shall include line item for all work associated with the projects clearly. Exclusions of work shall be defined clearly with cost.

- 2) The contractor shall provide and maintain valid insurance as follows: Workers Compensation providing statutory limits and Employers liability limits of not less than 1,000,000; General Liability and Vehicle/Equipment Liability with limits not less than \$1,000,000 per occurrence covering bodily injury and property damage.
- 3) The Contractor hereby agrees to indemnify and hold the City harmless from and against any and all loss, cost, damage, suit, liability, claim, settlement cost, or expense, for loss of, or damage to, property, including Contractor's or City's employees, incidental to the work performed under this contract. The Contractor shall, at the City's option, defend the City at the Contractor's sole expense in any litigation involving the same, regardless of whether such work is performed by Contractor, its employees, or by its subcontractors, their employees, or any or all of them, provided that such indemnification and hold harmless shall not apply to claims for loss, damage, injury, or death caused solely by negligence of the City.
- 4) Work shall be completed within sixty (45) days of issuance of Notice to Proceed.

Bids are to be submitted in writing, on attached bid schedule form, to the City of Beaumont to the following person and address:

Proposal Title: RFP SLURRY SEAL & BEAUMONT AVE REHAB PROJECT
Attention: Gull Nawaz
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

The deadline for accepting bids will be at 2:00 p.m., Wednesday, December 12, 2018.

Questions concerning the bid process should be directed to Gull Nawaz at (951) 769-8520 Ext 358 or at gnawaz@beaumontca.gov

Sincerely,

Gull Nawaz
City of Beaumont
Assistant Engineer
550 E. 6th Street
Beaumont, California 92223
Office: 951-769-8520 Ext 358
Email: gnawaz@beaumontca.gov

BID SCHEDULE

**BID FOR CITYWIDE SLURRY SEAL PROJECT AND BEAUMONT
AVENUE REHABILITATION PROJECT**

TIME OF COMPLETION: 45 Calendar Days

TOTAL BASE BID PRICE:

\$ _____
Total Bid Price in Numbers

Total Bid Price in Written Form



Addendum #1 Slurry Seal and Beaumont Avenue Rehab Project

The City has received several questions relating to the scope of work and the proposal price associated with the scope of work. The wants to make the following clarifications as to what scope of work the City is looking for. Applicants shall give price for each of the following tasks. Applicant shall also provide a list of work that will be excluded from the scope of work with a unit cost. If excluded work is required for the project, City can negotiate with consultant on performing excluded work.

Scope of Work Clarifications:

1. Slurry Seal – All work associated with preparing plans, specifications, and engineer’s cost estimate.
2. Beaumont Avenue 2” Grind and Overlay – All work associated with preparing plans, specifications, and engineer’s cost estimate.
3. Alleyway Design Between 9th Street and 10th Street - All work associated with preparing plans, specifications, and engineer’s cost estimate. This design will require survey.
4. Beaumont Avenue Full Pavement Rehab – All work associated with preparing plans, specifications, and engineer’s cost estimate. Some areas on Beaumont Avenue may require a full pavement rehab rather than a 2” grind and overlay .This work will require survey and geotechnical assessment.

The proposal submittal date will be extended to Monday, December 17, 2018 @ 2:00 pm.

Acknowledgement of Addendum #1 (To be included with proposal)

Signature

Date

Print Name

Attachment C

Michael Baker International Proposal

December 17, 2018

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

Attention: Gull Nawaz
Assistant Engineer

Subject: Request for Proposal
Citywide Slurry Seal Project / Beaumont Ave. Rehabilitation Project

Dear Gull,

Michael Baker International is pleased to provide you with the enclosed proposal for professional civil engineering consulting services for your Citywide Slurry Seal Project and the Beaumont Avenue Rehabilitation Project located in Beaumont California.

As requested in your RFP, we have enclosed our Scope of Services and Specific Exclusions (Exhibit "A") and Compensation (Exhibit "B") for your review.

We at Michael Baker International thank the opportunity to provide you with our proposal for this important and exciting project. If you have any questions, you may reach me at my direct number at (760) 776-6142 or my email address (rich.vaughn@mbakerintl.com).

Yours truly,



Rich Vaughn
Project Manager

**EXHIBIT "A"
SCOPE OF SERVICES**

Michael Baker International (MBI), Consultant agrees to perform the following Scope of Services for the Final Engineering Design and Design Surveying Services for the City of Beaumont Citywide Slurry Seal Project and the Beaumont Avenue Rehabilitation Project located throughout the City and on Beaumont Avenue from 6th Street northly to 13th Street in the City of Beaumont, CA. The task items associated with this proposal are separated into two projects and are detailed as follows:

A. CITYWIDE SLURRY SEAL PROJECT

TASK 1 SLURRY SEAL IMPROVEMENT PLANS (MULTIPLE STREETS)

MBI shall prepare Street Improvement Plans for slurry seal applications for the streets listed below. The street plans shall be prepared at a scale of 1" = 40' and shall be "plan view" only with street segments of 1,000 LF stacked on a 24" x 36" sheet. The project base background shall consist of an aerial photo that will be faded back to aid in legibility. The plans shall show the limits of the proposed Slurry Seal application. Each sheet shall note the total square footage of slurry seal area. The Title Sheet will table all the streets with limits and respective square footages. Per the City Engineering Department information, the following streets and their limits are listed below.

Beaumont Ave (Cherry Valley to Brookside)	Oak Valley Pkwy (I-10 to Oak View)
Palm Ave (Cougar to Cynthia)	Oak Valley Pkwy (Cherry to Starlight)
Roy Court (Alexe to end of street)	Veile Ave (4th St. to end of street)
Apple Canyon Road (Cedarview to Canyon Crest)	1st Street (Veile to California)
Cynthia Street (Lemon to Vasali)	1st Street (California to Beaumont)
Cherry Ave (Cougar to Oak Valley)	2nd Street (Beaumont to Magnolia)
6th Street (Beaumont to California)	2nd Street (Highland Springs to west end)
6th Street (I-10 ramp to California)	8th Street (Xenia to Highland Springs)
California Ave (6th St. to I-10 Overpass)	10th Street (Elm to Edgar)
Elm Ave (12th St. to 6th St.)	11th Street (Elm to Beaumont)
Elm Ave (12th St. to Dale)	11th Street (Maple to Palm)
Elm Ave (Valley View to Oak Valley)	13th Street (Edgar to Beaumont)
Olive Ave (end section to end of section)	

TASK 7 GEOTECHNICAL PAVEMENT EVALUATION (BEAUMONT AVENUE)

MBI's sub-consultant, Sladden Engineering will prepare a Pavement Evaluation Report for Beaumont Avenue from 6th Street north to 13th Street. As part of this task, Sladden will perform asphalt coring, soil sampling and laboratory testing. The information will be compiled into a report that will provide information regarding the existing pavement conditions and thickness along Beaumont Avenue within the project limits. This task will be broken into the three phases.

1. A field investigation will include coring the existing asphalt pavement in five (5) or six (6) locations along Beaumont Avenue. The existing pavement thickness will be measured in each core location. Samples of the subgrade soil will be obtained for laboratory testing. During coring operations cursory observations of the existing pavement conditions will be performed throughout the project area.
2. Laboratory testing including R-Value determination will be performed on samples obtained within the cores along Beaumont Avenue.
3. A formal report will be prepared summarizing the findings. The report will include thickness measurements of the existing asphalt pavement and recommendations for pavement reconstruction.

TASK 8 SPECIFICATIONS (BEAUMONT AVENUE PROJECT)

MBI shall prepare Technical Specifications for project work. The specifications shall adhere to the following agencies: City of Beaumont, Greenbook, American Public Works Association (APWA). MBI will prepare the Bid Sheets.

Note: The City will be responsible to assembling the specification document and adding the Notice Inviting Bid, setting the construction Schedule and adding all legal and insurance sections to the specifications as required for Public Works Projects.

TASK 9 ENGINEER'S ESTIMATE (BEAUMONT AVENUE PROJECT)

MBI shall prepare a Cost Estimate based upon the alleyway demolition and improvement plans for both the Alleyway and Beaumont Avenue. The Estimate will include estimates for construction costs for demolition of existing improvements as well as proposed street improvements and street grading.

TASK 10 PROJECT MEETINGS / COORDINATION

MBI will attend a Project Kick Off Meeting with the City. The Kick Off Meeting will be used to confirm with the City the final list of streets to receive the slurry seal. The Kick Off Meeting will also define the expected standard to be used when the geotechnical engineer inspects and determines the areas of removal and replacement on Beaumont Avenue. A maximum of 16 hours is included within this Scope of Work. Additional meetings and consulting services will be performed, if required, on an hourly basis for an additional fee.

ADDITIONAL SERVICES

Services which are not specifically identified herein as services to be performed by MBI or its consultants are considered "Additional Services" for purposes of this Agreement. Client may request that MBI perform services which are Additional Services, however, MBI is not obligated to perform such Additional Services unless an amendment to this Agreement has been fully executed setting forth the scope, schedule and fee for such Additional Service.

In the event MBI performs Additional Services at the Client's request before receipt of such executed amendment, Client acknowledges its obligation to pay for such services at MBI's standard rates, within 30 days of receipt of MBI's invoice.

ASSUMPTIONS

Consultant's obligations are based upon the following understanding:

1. No vertical street design shall be required for the Slurry Seal Project as well as the Beaumont Avenue rehabilitation project. Only the Alleyway rehabilitation will require survey and vertical improvement design.
2. There will be one (1) City Plan Review with one (1) round of revised drawings submitted via email to the City to confirm that review comments have been properly addressed.
3. All fees and bonding premiums shall be at the Owner's expense.
4. The project drawings will not address utility relocations except for raising manhole covers and valve covers to the new finish grade.
5. The project will not require review and approval from other agencies other than the City of Beaumont.

EXCLUSIONS

Consulting services relating to any of the following tasks may be completed by Michael Baker International if negotiated under a separate contract for an additional fee; but are presently specifically excluded from the Agreement:

1. Landscape Plans;
2. Hydrology Study;
3. Water Study;
4. Sewer Study;
5. Dry Utility Design or coordination;
6. Traffic Studies;
7. Environmental Studies;
8. Legal Descriptions and accompanying exhibits;
9. Utility design including water, sewer, storm drain, gas or electric;
10. Water Quality Management Plan (WQMP)
11. Any mapping, subdivision tract, parcel;
12. Any other services not specifically set forth in the above Scope of Services.

EXHIBIT "B"
COMPENSATION

Client agrees to compensate Consultant for such services monthly on a fixed fee percentage complete basis plus an estimated budget amount for the cost of reimbursable expenses to cover coordination, prints and base plan preparation.

CITYWIDE SLURRY SEAL PROJECT

A. FINAL ENGINEERING SERVICES

Task 1	Street Improvement Plans	\$ 12,000
Task 2	Specifications	\$ 2,000
Task 3	Cost Estimate	\$ 1,000
	Subtotal:	\$ 15,000

BEAUMONT AVENUE / ALLEYWAY PROJECT

B. FINAL ENGINEERING SERVICES

Task 4	Street Improvement Plans	\$ 4,500
Task 5	Topographic Survey (Alleyway)	\$ 6,100
Task 6	Alleyway Street Improvement Plans	\$ 3,000
Task 7	Pavement Evaluation Report (Beaumont Ave.)	\$ 4,500
Task 8	Specifications	\$ 2,000
Task 9	Cost Estimate	\$ 1,000
Task 10	Meetings and Coordination (Budget 16 hours)	\$ 2,500
	Subtotal:	\$ 23,600

TOTAL PROFESSIONAL FEES: \$ 38,600

Estimated Reimbursable Budget.....\$ 800

Progress billings will be forwarded to the Client on a monthly basis. These billings will include the fees earned for the billing period plus all direct costs advanced by the Consultant. Reimbursable expenses will be billed at cost plus 10% to cover administration costs.

PAYMENT PROVISIONS

Client shall pay the Consultant for basic services within 30 days of receipt of invoice from Consultant. The fees proposed herein shall apply until December 31, 2018. After such date, the Consultant may increase portions of the contract fee due to increased costs and expenses.

The adjustment will be based on the average percentage increase of the new rate schedule over the previous year. This adjustment may be applied annually if the project extends beyond what would normally be considered a reasonable project processing and approval period.

Attachment D

**Utility Notices Sent by City of Beaumont to Utility Purveyors within
City of Beaumont**



CITY OF BEAUMONT

550 E. 6th Street, Beaumont, CA 92223
Phone (951) 769-8520 Fax (951) 769-8526
www.Beaumont-Ca.gov

January 16, 2019

AT&T

ATTSubstructureOCR@att.com

SUBJECT: UTILITY NOTICE- Beaumont Avenue Rehabilitation Project and Citywide Slurry Seal Project

The City of Beaumont will have upcoming Beaumont Avenue Rehabilitation Project and Citywide Slurry Seal Project. The City will soon begin preparing design plans for both projects. Construction phase for both projects is anticipated to begin in Summer. Prior to entering the design phase, the City would like to notify all utility purveyors who maintain and operate utilities within the project boundaries. The City would like to know if the utility purveyor has any scheduled utility work or maintenance for a period of one year within the project boundaries.

Attachments A and B specify the streets and street segments that will be selected for the Beaumont Avenue Rehabilitation Project and Citywide Slurry Seal Project.

Please review and complete the attached project information questionnaire and return this notice within 2 weeks of the date listed on this notice. Thank you for your time. Please feel free to contact Gull Nawaz, Assistant Engineer at (951) 769-8520 ext. 358 or gnawaz@beaumontca.gov if you have any questions.

Sincerely,

Gull Nawaz
City of Beaumont

Attachments:

- Exhibit A – Project Information Questionnaire
- Exhibit B – Beaumont Avenue Street Segment List
- Exhibit C – Citywide Slurry Seal Street List



CITY OF BEAUMONT

550 E. 6th Street, Beaumont, CA 92223
Phone (951) 769-8520 Fax (951) 769-8526
www.Beaumont-Ca.gov

January 16, 2019

Beaumont Cherry Valley Water District

Mark.swanson@bcvwd.org

SUBJECT: UTILITY NOTICE- Beaumont Avenue Rehabilitation Project and Citywide Slurry Seal Project

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CITY OF BEAUMONT

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www.Beaumont-Ca.gov

January 16, 2019

CenturyLink

nationalrelo@centurylink.com

SUBJECT: UTILITY NOTICE- Beaumont Avenue Rehabilitation Project and Citywide Slurry Seal Project

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CITY OF BEAUMONT
550 E. 6th Street, Beaumont, CA 92223
Phone (951) 769-8520 Fax (951) 769-8526
www.Beaumont-Ca.gov

January 16, 2019

Charter Communications

David.Anderson1@charter.com

SUBJECT: UTILITY NOTICE- Beaumont Avenue Rehabilitation Project and Citywide Slurry Seal Project

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CITY OF BEAUMONT

550 E. 6th Street, Beaumont, CA 92223
Phone (951) 769-8520 Fax (951) 769-8526
www.Beaumont-Ca.gov

January 16, 2019

Conterra Broadband

bbowman@conterra.com

SUBJECT: UTILITY NOTICE- Beaumont Avenue Rehabilitation Project and Citywide Slurry Seal Project

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CITY OF BEAUMONT

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www.Beaumont-Ca.gov

January 16, 2019

Frontier Communications

Gail.nixon@tesinllc.com

Desiree.serrano.stump@tesinllc.com

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CITY OF BEAUMONT

550 E. 6th Street, Beaumont, CA 92223
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January 16, 2019

Greenfield Communications
support@egreenfield.com

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Sincerely,

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CITY OF BEAUMONT
550 E. 6th Street, Beaumont, CA 92223
Phone (951) 769-8520 Fax (951) 769-8526
www.Beaumont-Ca.gov

January 16, 2019

Kinder Morgan Energy Partners

pipelineinquiries@kindermorgan.com

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CITY OF BEAUMONT

550 E. 6th Street, Beaumont, CA 92223
Phone (951) 769-8520 Fax (951) 769-8526
www.Beaumont-Ca.gov

January 16, 2019

Questar/Dominion Energy

Cole.wright@dominionenergy.com

SUBJECT: UTILITY NOTICE- Beaumont Avenue Rehabilitation Project and Citywide Slurry Seal Project

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City of Beaumont

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CITY OF BEAUMONT

550 E. 6th Street, Beaumont, CA 92223
Phone (951) 769-8520 Fax (951) 769-8526
www.Beaumont-Ca.gov

February 26, 2019

Southern California Edison

UND@sce.com

Monica.3.Contreras@sce.com

SUBJECT: UTILITY NOTICE- Beaumont Avenue Rehabilitation Project and Citywide Slurry Seal Project

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January 16, 2019

Southern California Gas Company

SCGSERRegionRedlandsUtilityRequest@semprautilities.com

SUBJECT: UTILITY NOTICE- Beaumont Avenue Rehabilitation Project and Citywide Slurry Seal Project

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Attachment E

Professional Services Agreement with Michael Baker International

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the ___ day of _____, 20___, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and MICHAEL BAKER INTERNATIONAL whose address is 75410 Gerald Ford Drive, Suite 100, Palm Desert, CA 92211 (“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 Design services and prepare improvement plans and specifications for the Beaumont Avenue Rehabilitation Project and Citywide Slurry Seal Project; and
- B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.
2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Preparing improvement plans and specifications for the Beaumont Avenue Rehabilitation Project and Citywide Slurry Seal Project 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 Rich Vaughn as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.
3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed One Hundred Two Thousand and Two Hundred Seventy dollars (\$102,270).

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

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

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

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

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

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

5. Obligations of CONTRACTOR.

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

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work

hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

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

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

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

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

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

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

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

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

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall

comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

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

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

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

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

7. General Conditions pertaining to Insurance Coverage

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

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

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

after thirty (30) days' prior written notice has been given to CITY.

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

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

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

8. Indemnification.

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

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this

Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this

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

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

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

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

CITY:

CONTRACTOR:

CITY OF BEAUMONT

By: _____
Julio Martinez, Mayor

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPOSAL

Attachment F

List of Streets Applicable for Slurry Seal and List of Street Segments Applicable for 2" Grind and Overlay on Beaumont Avenue

2018-001 Annual Slurry Seal Project

Street Name	Beginning Location	Ending Location	Length	Width	Area	Surface Type	Current PCI	Remaining Service Life (Years)	Treatment Type	Cost	PCI After Treatment	Minimum Useful Life	Maximum Useful Life
6th St	Vasil Ln	Lemon Ave	536	34	18,224	AC	68	18.7	Slurry Seal	\$4,356.00	78	5	7
Anna St	Vasil Ln	Jon Gilbert Ln	303	34	10,302	AC	68	18.7	Slurry Seal	\$2,576.00	78	5	7
Cherry Valley	Vasil Ln	Lemon Ave	542	34	18,428	AC	66	17.56	Slurry Seal	\$4,607.00	76	5	7
Anna Ln	Even Wy	Date Ave	370	34	12,580	AC	66	17.56	Slurry Seal	\$3,145.00	76	5	7
Anna Ln	Anna Ln	Agnes St	428	34	14,552	AC	61	14.85	Slurry Seal	\$9,638.00	72	5	7
Anna Ln	Vasil Ln	End of Cul-De-Sac	413	34	14,042	AC	61	14.85	Slurry Seal	\$3,511.00	72	5	7
Anna Ln	Vasil Ln	End of Cul-De-Sac	413	34	14,042	AC	67	18.13	Slurry Seal	\$3,511.00	77	5	7
Anna Ln	Cougar Wy	Cynthia St	2,471	36	88,956	AC	67	18.13	Slurry Seal	\$22,239.00	77	5	7
Anna Ln	Brookside Ave	Cougar Wy	2,651	28	74,228	AC	60	8.2	Slurry Seal	\$25,980.00	72	5	7
Anna Ln	Cherry Valley Blvd	Brookside Ave	2,640	42	110,880	AC	73	16.04	Slurry Seal	\$41,172.00	78	5	7
Anna Ln	Cougar Wy	Canyon Crest Rd	609	52	31,668	AC	83	17.08	Slurry Seal	\$7,937.00	90	5	7
Anna Ln	Sequoia Dr	End of Cul-De-Sac	183	34	6,222	AC	69	19.29	Slurry Seal	\$1,556.00	79	5	7
Anna Ln	Canyon Pine Rd	End of Cul-De-Sac	332	34	11,288	AC	68	18.71	Slurry Seal	\$2,822.00	78	5	7
Anna Ln	Alexe St	End of Cul-De-Sac	356	34	12,104	AC	73	21.68	Slurry Seal	\$3,117.00	81	5	7
Anna Ln	Cedarview Dr	Canyon Crest Rd	583	34	19,822	AC	73	21.68	Slurry Seal	\$5,416.00	78	5	7
Anna Ln	Lemon Ave	Vassil Ln	527	36	18,972	AC	75	22.91	Slurry Seal	\$5,183.00	79	5	7
Anna Ln	Brookside Ave	Cougar Wy	2,651	28	74,228	AC	60	8.2	Slurry Seal	\$25,980.00	72	5	7
Anna Ln	Cougar Wy	Oak Valley Pkwy	2,631	28	73,668	AC	87	16.61	Slurry Seal	\$18,417.00	90	5	7
6th St	Palm Ave	Pennsylvania Ave	1,557	56	87,192	AC	64	12.21	Slurry Seal	\$30,518.00	75	5	7
6th St	Pennsylvania Ave	Xenia Ave	3,286	56	184,016	AC	60	10.64	Slurry Seal	\$64,406.00	71	5	7
6th St	Beaumont Ave	California Ave	1,171	56	65,576	AC	77	17.88	Slurry Seal	\$18,216.00	86	5	7
6th St	I-10 Off-Ramp	California Ave	1,514	56	84,784	AC	82	20.23	Slurry Seal	\$23,552.00	90	5	7
California Ave	6th St	I-10 Overpass	493	38	18,734	AC	81	19.75	Slurry Seal	\$5,204.00	89	5	7
Elm Ave	12th St	6th St	3,174	32	101,568	AC	78	14.79	Slurry Seal	\$25,392.00	87	5	7
Elm Ave	12th St	Dale Ave	999	34	33,566	AC	79	15.23	Slurry Seal	\$9,392.00	87	5	7
Elm Ave	Valley View Dr	Oak Valley Pkwy	1,701	34	57,834	AC	81	16.15	Slurry Seal	\$14,459.00	89	5	7
Moonlight Dr	Silver Torch Dr	New Dawn Ln	818	32	26,176	AC	61	14.84	Slurry Seal	\$6,544.00	72	5	7
Oak Valley Pkwy	I-10 Overcross	Oak View Dr	2,193	82	179,826	AC	74	16.36	Slurry Seal	\$49,952.00	83	5	7
Olive Ave	Cherry Ave	Starlight Ave	2,795	82	229,150	AC	87	20.09	Slurry Seal	\$63,664.00	90	5	7
Olive Ave	4th St	South End	824	32	26,368	AC	62	15.38	Slurry Seal	\$6,592.00	73	5	7
Olive Ave	End Section	End Section	978	36	35,208	AC	69	19.29	Slurry Seal	\$8,802.00	79	5	7
Rackia Ave	10th Street	End of Cul-De-Sac	1,085	32	34,720	AC	63	15.92	Slurry Seal	\$8,680.00	73	5	7
Veille Ave	4th St	End of Street	2,330	36	83,880	AC	79	15.24	Slurry Seal	\$20,970.00	87	5	7
1st St	Veille Ave	California Ave	2,036	56	114,016	AC	74	16.5	Slurry Seal	\$31,672.00	83	5	7
1st St	California Ave	Beaumont Ave	1,159	46	53,314	AC	76	17.41	Slurry Seal	\$14,810.00	85	5	7
2nd St	Beaumont Ave	Magnolia Ave	313	32	10,016	AC	79	15.23	Slurry Seal	\$2,504.00	87	5	7
2nd St	Highland Springs Ave	West End	3,269	68	222,292	AC	81	16.14	Slurry Seal	\$55,573.00	89	5	7
3rd St	Olive Ave	Walnut St	804	32	25,728	AC	63	15.91	Slurry Seal	\$6,432.00	73	5	7
7th St	Egan Ave	Beaumont Ave	1,351	38	50,578	AC	59	13.81	Slurry Seal	\$12,645.00	70	5	7
7th St	Beaumont Ave	Magnolia Ave	336	38	12,768	AC	60	14.33	Slurry Seal	\$3,192.00	71	5	7
8th St	Xenia Ave	Highland Springs Ave	2,327	48	111,696	AC	81	16.41	Slurry Seal	\$27,924.00	89	5	7
10th St	Elm Ave	Edgar Ave	1,269	38	48,222	AC	67	18.13	Slurry Seal	\$12,056.00	77	5	7
10th St	Beaumont Ave	Marlie Ave	1,186	36	42,696	AC	59	13.81	Slurry Seal	\$10,674.00	70	5	7
10th St	Marlie Ave	Palm Ave	328	36	11,808	AC	62	15.37	Slurry Seal	\$2,952.00	73	5	7
10th St	Palm Ave	Pennsylvania Ave	1,602	36	57,672	AC	64	16.45	Slurry Seal	\$14,418.00	74	5	7
11th St	Marlie Ave	Beaumont Ave	2,117	36	76,212	AC	81	16.14	Slurry Seal	\$19,053.00	89	5	7
11th St	Marlie Ave	Palm Ave	424	36	15,264	AC	79	15.22	Slurry Seal	\$3,816.00	87	5	7
12th St	Palm Ave	Pennsylvania Ave	1,601	38	60,838	AC	63	9.14	Slurry Seal	\$21,294.00	74	5	7
13th St	Orange Ave	Palm Ave	755	38	28,690	AC	64	9.47	Slurry Seal	\$10,042.00	75	5	7
13th St	Edgar Ave	Beaumont Ave	771	34	26,214	AC	82	16.61	Slurry Seal	\$6,554.00	90	5	7
13th St	Beaumont Ave	Orange Ave	888	34	30,192	AC	63	9.14	Slurry Seal	\$10,566.00	74	5	7
Myrl Dr	California Ave	End of Street	605	34	20,570	AC	66	17.57	Slurry Seal	\$5,143.00	76	5	7
Total										\$807,008.00			

List of Central Streets as shown on Pavement Management Map

2018-004 Beaumont Avenue Reconstruction Project

Street Name	Beginning Location	Ending Location	Length	Width	Area	Surface Type	Current PCI	Remaining Service Life (Years)			Cost	PCI After Treatment	Minimum Useful Life	Maximum Useful Life
								Treatment Type	Service Life (Years)	PCI After Treatment				
Beaumont Ave	Brookside Ave	Cougar Way	2,634	42	110,628	AC	46	5.77	100	\$614,600.00	100	15	30	
Beaumont Ave	Oak Valley Pkwy	13th St	1,303	42	54,726	AC	47	6.09	100	\$304,034.00	100	15	30	
Beaumont Ave	13th St	12th St	1,185	42	49,770	AC	41	4.24	100	\$276,500.00	100	15	30	
Beaumont Ave	12th St	11th St	1,120	42	47,040	AC	44	5.15	100	\$261,334.00	100	15	30	
Beaumont Ave	8th St	6th St	1,120	42	47,040	AC	46	5.77	100	\$261,334.00	100	15	30	
Beaumont Ave	11th St	8th St	1,679	42	70,518	AC	33	1.99	100	\$881,874.00	100	15	30	
Beaumont Ave	6th St	I-10	746	42	31,332	AC	30	1.2	100	\$391,828.00	100	15	30	
Total										\$2,991,504.00				

Attachment G

Revised Proposal from Michael Baker International

EXHIBIT “A” SCOPE OF OPTIONAL SERVICES

Michael Baker International (MBI), Consultant agrees to perform the following Scope of Optional Services for the Final Engineering Design and Design Surveying Services for the City of Beaumont for the following Projects:

1. Citywide Slurry Seal Project for the streets listed on Task A1.
2. Beaumont Avenue Rehabilitation Project located from 5th Street northly to 6th Street and from 13th Street northly to Brookside Street. A Traffic Study for the limits of 6th Street to Oak Valley Parkway.

The scope of work identified herein is to be considered as “OPTIONAL SERVICES” that are not included scope of work in established per the City’s RFP dated November 28, 2018. The task items associated with this proposal are separated into two projects and are detailed as follows:

A. CITYWIDE SLURRY SEAL PROJECT

TASK A1 SLURRY SEAL IMPROVEMENT PLANS (MULTIPLE STREETS)

MBI shall prepare Street Improvement Plans for slurry seal applications for the streets listed below. The street plans shall be prepared at a scale of 1” = 40’ and shall be “plan view” only with street segments of 1,000 LF stacked on a 24” x 36” sheet (approximately 2,000 LF per sheet). It is anticipated that 13 additional sheets will be required. The project base background shall consist of an aerial photo that will be faded back to aid in legibility. The plans shall show the limits of the proposed Slurry Seal application. Each sheet shall note the total square footage of slurry seal area. The Title Sheet will table all the streets with limits and respective square footages. Per the City Engineering Department information, the following streets and their limits are listed below.

Alexe Street (Vasili to Lemon)	Olive Avenue (4st to South End)
Anna Lane (Vasili to Jon Gilbert)	Olive Avenue (End section to end section)
Cherry Valley Arces (Vasili to Lemon)	Radka Avenue (10th St to end)
Citrus Street (Even to Date)	3rd Street (Olive to Walnut)
Jon Gilbert Lane (Anna to Agnes)	7th Street (Egan to Beaumont Ave)
Lucille Court (Vaasili to end)	7th Street (Beaumont Ave to Magnolia)
Monika Court (Vasili to end)	10th Street (Elm to Edgar)
Vasili Lane (Cougar to Cynthia)	10th Street (Beaumont to Maple)
Cherry Avenue (Brookside to Cougar)	10th Street (Maple to Palm)
Spruce Court (Sequoia to end)	10th Street (Palm to Pennsylvania)
Shasta Way (Canyon Pine to end)	12th Street (Palm to Pennsylvania)
6th Street (Palm to Pennsylvania)	13th Street (Orange to Palm)
6th Street (Pennsylvania to Xenia)	13th Street (Beaumont to Orange)
Elm Avenue (Valley View to Oak Valley Parkway)	Myrl Drive (California to end)
Moonlight Drive (Silver Torch to New Dawn)	

TASK A2 ENGINEER'S ESTIMATE (SLURRY SEAL PROJECT)

MBI shall prepare a Cost Estimate based upon the improvement plans. The Estimate will include estimates for construction costs for street surface preparations, slurry seal application and traffic control.

B. BEAUMONT AVENUE REHABILITATION**TASK B1 PAVEMENT REHABILITATION PLANS**

MBI shall prepare Pavement Rehabilitation Plans for Beaumont Avenue from 5th Street to 6th Street (approximately 600 LF) and from 13th Street to Brookside Street (6,600 LF). The street plans shall be prepared at a scale of 1" = 40' and shall be "plan view" only with two (2) street segments of 1,000 LF stacked on a 24" x 36" sheet. The project base background shall consist of an aerial photo that will be faded back to aid in legibility. The plans shall show both the limits of the proposed 2" grind and overlay; as well as the areas to receive a full removal and replacement of the street asphalt and base material as recommended by the geotechnical engineer. The proposed street improvements will be limited to only "pavement rehabilitation" i.e., asphalt and base material removals and reconstruction, grinding existing asphalt and overlaying with new asphalt. No other street improvements will be addressed or shown on the plans. It is anticipated that the plan set will consist of one four (4) Street Plan View Sheets.

TASK B2 DESIGN SURVEY / STREET SECTIONS

MBI shall perform a field survey to locate, measure and describe existing topographic and planimetric features along Beaumont Avenue detailed below in the following three (3) segments:

- 2.1 5th Street to 6th Street (600 LF) to include cross sections at 50-foot intervals for the back of walk, top of curb, gutter flow line, lip of gutter, street centerline.
- 2.2 8th Street to 11th Street (1,700 LF) to include cross sections at 100-foot intervals for the back of walk, top of curb, gutter flow line, lip of gutter, street centerline.
- 2.3 Oak Valley Parkway to Brookside Avenue (5,300 LF) to include cross sections at 200-foot intervals for the edge of pavement, existing trees, fences, existing catch basins, drainage channel (100-ft length) and street centerline.

MBI shall establish horizontal and vertical control for each project segment based on published datum. Unless directed otherwise, the basis for horizontal control shall be State Plane coordinates on NAD 83 and vertical control shall be NAVD88. All field topography shall be collected electronically for data processing. Unless otherwise noted, this topographic Survey does not include; landscape irrigation features, easements, building façade details, decorative paving patterns, minor signs, overhead power lines or any other item not specifically included.

TASK B3 GEOTECHNICAL PAVEMENT EVALUATION

MBI's sub-consultant, Sladden Engineering will prepare a Pavement Evaluation Report for Beaumont Avenue from 5th Street north to 6th Street and from 13th Street north to Brookside Avenue. As part of this task, Sladden will perform asphalt coring, soil sampling and laboratory testing. The information will be compiled into a report that will provide information regarding the existing pavement conditions and thickness along Beaumont Avenue within the project limits. This task will be broken into the three phases.

1. A field investigation will include coring the existing asphalt pavement in five (5) or six (6) locations along Beaumont Avenue. The existing pavement thickness will be measured in each core location. Samples of the subgrade soil will be obtained for laboratory testing. During coring operations, cursory observations of the existing pavement conditions will be performed throughout the project area.
2. Laboratory testing including R-Value determination will be performed on samples obtained within the cores along Beaumont Avenue.
3. A formal report will be prepared summarizing the findings. The report will include thickness measurements of the existing asphalt pavement and recommendations for pavement reconstruction.

TASK B4 STREET AND DRAINAGE IMPROVEMENT PLANS

MBI shall prepare Street Improvement Plans for Beaumont Avenue for three (3) separate sections of the alignment. The Street Improvement Plans for each section of the project shall be prepared at a scale of 1" = 40', "plan and profile 24" x 36" sheets. The project base background shall consist of an aerial photo that will be faded back to aid in legibility. The plans shall be prepared in accordance with the City of Beaumont's Standards. The three project segments are as follows:

- 4.1 5th Street to 6th Street (600 LF) – it is anticipated that this segment will require one (1) sheet.
- 4.2 8th Street to 11th Street (1,700 LF) – it is anticipated that this segment will require two (2) sheets.
- 4.3 Oak Valley Parkway to Brookside Avenue (5,300 LF) – it is anticipated that this segment will require one (6) sheets and one (1) storm drain improvement sheet for the catch basin and connection to the existing channel located north of Oak Valley Parkway.

TASK B5 ENGINEER'S ESTIMATE

MBI shall prepare a Cost Estimate for each project set of plans as listed below, each estimate will be based upon the items of work for each plan set. The Estimates will include construction costs for demolition of existing improvements as well as proposed street and drainage improvements as applicable. The Cost Estimates will three project segments are as follows:

- 5.1 5th Street to 6th Street and 13th Street to Brookside Avenue (Rehabilitation Plans)
- 5.2 5th Street to 6th Street (Street Improvement Plans)
- 5.3 8th Street to 11th Street (Street Improvement Plans)
- 5.4 Oak Valley Parkway to Brookside Avenue (Street and Drainage Improvement Plans)

TASK B6 STRIPING PLANS

MBI will prepare one (1) set of Striping Plans from 5th Street to Brookside Avenue (12,500 LF). The plans shall be prepared at 40 scale and shall be plan view only. The plan views will be stacked on a 24x36 sheets. It is anticipated that the plans will require five (5) sheets. The Striping Plans shall be prepared in accordance with the City of Beaumont Standards.

TASK B7 PROJECT MEETINGS / COORDINATION

MBI will attend Project Meetings and provide project coordination with the City. This task shall include "field meetings" to review the expected areas for full asphalt and base removal and reconstruction as per the geotechnical engineer's recommendations. A maximum of 24 hours is included within this Scope of Work. Additional meetings and consulting services will be performed, if required, on an hourly basis for an additional fee.

ADDITIONAL SERVICES

Services which are not specifically identified herein as services to be performed by MBI or its consultants are considered "Additional Services" for purposes of this Agreement. Client may request that MBI perform services which are Additional Services, however, MBI is not obligated to perform such Additional Services unless an amendment to this Agreement has been fully executed setting forth the scope, schedule and fee for such Additional Service.

In the event MBI performs Additional Services at the Client's request before receipt of such executed amendment, Client acknowledges its obligation to pay for such services at MBI's standard rates, within 30 days of receipt of MBI's invoice.

C. TRAFFIC SIGNAL STUDY

TASK C1 DATA COLLECTION

MBI shall conduct traffic volume data collection at ten (10) intersections along Beaumont Avenue. The traffic count data will be collected in 15-minute intervals on a typical weekday (Tuesday, Wednesday, or Thursday) of a non-holiday week while school is in session. Data will be collected for a 12-hour period at each of the stop-controlled intersections for use in both the warrant analysis and operations analysis. Data will be collected for a 6-hour period at the two existing signalized intersections along the corridor for use in the operations analysis. MBI may utilize a subcontractor to conduct the traffic data collection. The data collection will be conducted at the following Beaumont Avenue intersections during the time periods identified:

	Intersection	Existing Traffic Control	Count Time Period
1	Beaumont Avenue and Oak Valley Parkway	Signal	6 AM - 9 AM and 3 PM - 6 PM
2	Beaumont Avenue and Cyrise Lane	Stop	6 AM - 6 PM
3	Beaumont Avenue and E. 13 th Street	Stop	6 AM - 6 PM
4	Beaumont Avenue and E. 12 th Street	Stop	6 AM - 6 PM
5	Beaumont Avenue and E. 11 th Street	Stop	6 AM - 6 PM
6	Beaumont Avenue and E. 10 th Street	Stop	6 AM - 6 PM
7	Beaumont Avenue and E. 9 th Street	Stop	6 AM - 6 PM
8	Beaumont Avenue and E. 8 th Street	Stop	6 AM - 6 PM
9	Beaumont Avenue and E. 7 th Street	Stop	6 AM - 6 PM
10	Beaumont Avenue and E. 6 th Street	Signal	6 AM - 9 AM and 3 PM - 6 PM

MBI shall conduct a site visit to collect roadway characteristics included posted speeds and lane configurations. MBI shall summarize the data collection information in tabular and graphic formats.

TASK C2 TRAFFIC SIGNAL WARRANT ANALYSIS

MBI shall conduct a traffic signal warrant analysis for each of the eight (8) existing stop-controlled study intersections using the California 2014 Manual on Uniform Traffic Control Devices (MUTCD). Warrant 1 (Eight-Hour Vehicular Volume), Warrant 2 (Four-Hour Vehicular Volume), and Warrant 3 (Peak Hour) will be utilized to conduct the evaluation. Additional warrants such as Warrant 7 (Crash Experience) may be conducted as requested by the City as part of another additional task for an additional fee. The warrant analysis will be conducted for one scenario (Existing Year).

TASK C3 TRAFFIC OPERATIONS ANALYSIS

MBI shall perform traffic operations analysis for the AM Peak Hour and PM Peak Hour conditions along the Beaumont Avenue corridor at the eight (8) stop-controlled intersections and the two (2) signalized intersections. Analysis will be conducted for two scenarios: (1) Existing Year and (2) Existing Year Plus Improvements. The Existing Year Plus Improvement scenario will include traffic signals at the intersections where warrants were determined to be met.

TASK C4 TRAFFIC STUDY

MBI shall document the methodologies and results of the traffic analysis in a written traffic report. The traffic study will include the appropriate maps, exhibits, and tables required for comprehensive documentation. A preliminary draft will be submitted to the City for review and comment. This scope of work assumes one revision to the draft report based on City comments.

ADDITIONAL SERVICES

Services which are not specifically identified herein as services to be performed by MBI or its consultants are considered "Additional Services" for purposes of this Agreement. Client may request that MBI perform services which are Additional Services, however, MBI is not obligated to perform such Additional Services unless an amendment to this Agreement has been fully executed setting forth the scope, schedule and fee for such Additional Service.

In the event MBI performs Additional Services at the Client's request before receipt of such executed amendment, Client acknowledges its obligation to pay for such services at MBI's standard rates, within 30 days of receipt of MBI's invoice.

ASSUMPTIONS

Consultant's obligations are based upon the following understanding:

1. Notice to proceed will be provided in a timely fashion to allow traffic counts to be conducted while school is in session.
2. No vertical street design shall be required for the Slurry Seal Project.
3. The City shall establish the minimum cross fall rates of grade for Beaumont Avenue.
4. There will be one (1) City Plan Review with one (1) round of revised drawings submitted via email to the City to confirm that review comments have been properly addressed.
5. All fees and bonding premiums shall be at the City's expense.
6. Encroachment Permits will not be required for field surveying.
7. The project drawings will not address utility relocations except for raising manhole covers and valve covers to the new finish grade.
8. The project will not require review and approval from other agencies other than the City of Beaumont.

EXCLUSIONS

Consulting services relating to any of the following tasks may be completed by Michael Baker International if negotiated under a separate contract for an additional fee; but are presently specifically excluded from the Agreement:

1. Conceptual Plans of any identified improvements;
2. Traffic Signal Plans;
3. Traffic Signal Modification Plans;
4. Traffic Control Plans;
5. Landscape Plans;
6. Off-Site Hydrology Study;
7. Water Study;
8. Sewer Study;
9. Utility Potholing;
10. Dry Utility Design or coordination;
11. Traffic Studies;
12. Environmental Studies;
13. Legal Descriptions and accompanying exhibits;
14. Utility design including water, sewer, storm drain, gas or electric;
15. Storm Water Pollution Prevention Plan (SWPPP);
16. Water Quality Management Plan (WQMP);
17. Traffic Control Plans;
18. Any mapping, subdivision tract, parcel;
19. Any other services not specifically set forth in the above Scope of Services.

EXHIBIT "B"
COMPENSATION FOR OPTIONAL SERVICES

Please refer to the enclosed Project Design Cost Schedule

Client agrees to compensate Consultant for such services monthly on a fixed fee percentage complete basis plus an estimated budget amount for the cost of reimbursable expenses to cover coordination, prints and base plan preparation.

CITYWIDE SLURRY SEAL PROJECT

A. FINAL ENGINEERING SERVICES

Task A1	Street Improvement Plans	\$ 11,960
	(13 - Plan View Sheets @ \$920 each)	
Task A2	Engineer's Estimate	<u>\$ 1,000</u>

Subtotal: \$ 12,960

BEAUMONT AVENUE / ALLEYWAY PROJECT

B. FINAL ENGINEERING SERVICES

Task B1	Pavement Rehabilitation Plans	\$ 7,000
	(4-Plan View Sheets @ \$1,750 each)	
Task B2.1	Design Survey (5 th St. to 6 th St. – 50' intervals)	\$ 6,100
Task B2.2	Design Survey (8 th St. to 11 th St. – 100' intervals)	\$ 7,400
Task B2.3	Design Survey (Oak Valley Pkwy to Brookside – 200' intervals)	\$ 14,800
Task B3	Pavement Evaluation Report (5 th St. to 6 th St. and 13 th St to Brookside).....	\$ 7,000
Task B4.1	Street Improvement Plans (5 th St. to 6 th St. – 1 sht.).....	\$ 3,900
Task B4.2	Street Improvement Plans (8 th St. to 11 th St. – 2 shts.)	\$ 7,800
Task B4.3	Street Improvement Plans (Oak Valley to Brookside – 7 shts.)	\$ 27,300
Task B5.1	Cost Estimate (Rehab. Plans 5 th St. to 6 th St. & 13 th St. to Brookside).....	\$ 1,000
Task B5.2	Cost Estimate (St. Imp. Plans 5 th St. to 6 th).....	\$ 1,000
Task B5.3	Cost Estimate (St. Imp. Plans 8 th St. to 11 th)	\$ 1,000
Task B5.4	Cost Estimate (St. Imp. Plans Oak Valley to Brookside)	\$ 1,000
Task B6	Signing and Striping Plans (5 th St. to Brookside Ave. – 5 shts.)	\$ 8,750
Task B7	Meetings and Coordination (Budget 24 hours).....	<u>\$ 3,750</u>

Subtotal: \$ 97,800

C. FINAL ENGINEERING SERVICES

Task C1	Data Collection	\$ 1,510
Task C2	Traffic Signal Warrant Analysis.....	\$ 3,640
Task C3	Traffic Operations Analysis.....	\$ 2,540
Task C4	Traffic Study	\$ 2,200
Task C5	Traffic Counts.....	<u>\$ 4,580</u>

Subtotal: \$ 14,470

TOTAL PROFESSIONAL FEES: \$ 125,230

Estimated Reimbursable Budget.....\$ 2,200

Progress billings will be forwarded to the Client on a monthly basis. These billings will include the fees earned for the billing period plus all direct costs advanced by the Consultant. Reimbursable expenses will be billed at cost plus 10% to cover administration costs.

PAYMENT PROVISIONS

Client shall pay the Consultant for basic services within 30 days of receipt of invoice from Consultant. The fees proposed herein shall apply until December 31, 2019. After such date, the Consultant may increase portions of the contract fee due to increased costs and expenses.

The adjustment will be based on the average percentage increase of the new rate schedule over the previous year. This adjustment may be applied annually if the project extends beyond what would normally be considered a reasonable project processing and approval period.

CITYWIDE SLURRY SEAL PROJECT & BEAUMONT AVENUE REHABILITATION PROJECT

DESIGN FEES - COST BREAKDOWN

TASK NO.	DESCRIPTION OF SERVICE	RFP SCOPE COST	TASK NO.	OPTIONAL SERVICE SCOPE COST
CITYWIDE SLURRY SEAL PROJECT				
A1	Street Improvement Plans (Slurry Only)	\$ 12,000	A1	\$ 11,960
A2	Specifications	\$ 2,000	-	-
A3	Cost Estimate	\$ 1,000	A2	\$ 1,000
		Subtotal: \$ 15,000		\$ 12,960
BEAUMONT AVENUE REHABILITATION PROJECT				
B4	Street Improvement Plans (rehab only)	\$ 4,500	-	-
	6th Street to 13th Street (1 title @ \$1,000, 2 plan views @ \$1,750 each)	-		-
Optional	Street Improvement Plans (rehab only)	-	B1	\$ 7,000
	13th Street to Brookside Ave. (4 plan views @ \$1,750 each)	-		-
B5	Topographic Survey (Alleyway from 9th Street to 10th Street)	\$ 6,100	-	-
B6	Alleyway Street Improvement Plan	\$ 3,000	-	-
B7	Pavement Evaluation Report (6th Street to 13th Street)	\$ 4,500	-	-
Optional	Pavement Evaluation Report (5th St. to 6th St.; 13th St. to Brookside)	-	B3	\$ 7,000
	Street Improvement Plans (Plan & Profile 5th St. to 6th St.)	-	B4.1	\$ 3,900
	Street Improvement Plans (Plan & Profile 8th St. to 11th St.)	-	B4.2	\$ 7,800
	Street Improvement Plans (Plan & Profile Oak Valley to Brookside)	-	B4.3	\$ 27,300
B8	Specifications	\$ 2,000	-	-
B9	Cost Estimate (6th Street to 13th Street)	\$ 1,000	-	-
Optional	Cost Estimate (rehab plans - 5th St. to 6th St. & 13th St. to Brookside)	-	B5.1	\$ 1,000
Optional	Cost Estimate (St. Imp. Plans - 5th Street to 6th Street)	-	B5.2	\$ 1,000
Optional	Cost Estimate (St. Imp. Plans - 8th Street to 11th Street)	-	B5.3	\$ 1,000
Optional	Cost Estimate (St. Imp. Plans - Oak Valley Parkway to Brookside Avenue)	-	B5.4	\$ 1,000
Optional	Striping Plans	-	B6	\$ 8,750
B10	Meetings and Coordination	\$ 2,500	B7	\$ 3,750
		Subtotal: \$ 23,600		\$ 69,500
OPTIONAL DESIGN SURVEY NEEDED FOR FULL STREET IMPROVEMENT DESIGN				
	Design Survey (5th Street to 6th Street - 50' cross sections)	-	B2.1	\$ 6,100
	Design Survey (8th Street to 11th Street - 100' cross sections)	-	B2.2	\$ 7,400
	Design Survey (Oak Valley Pkwy to Brookside Ave. - 200' cross sections)	-	B2.3	\$ 14,800
		Subtotal: \$ -		\$ 28,300
TRFFIC STUDY				
Optional	Data Collection	-	C1	\$ 1,510
Optional	Traffic Signal Warrant Anaylsis	-	C2	\$ 3,640
Optional	Traffic Operations Anaylsis	-	C3	\$ 2,540
Optional	Traffic Study	-	C4	\$ 2,200
Optional	Traffic Counts	-	C5	\$ 4,580
		Subtotal: \$ -		\$ 14,470
		DESIGN SCOPE GRAND TOTALS: \$ 38,600		\$ 125,230

Staff Report

TO: Mayor and City Council Members
FROM: Thaxton Van Belle, Chief Plant Operator
DATE: April 16, 2019
SUBJECT: Approve a Professional Services Agreement with Burrtec Waste Industries, Inc. to Provide Sludge Hauling Services for the Wastewater Treatment Plant in the Amount Not to Exceed \$486,760 Per Year

Background and Analysis:

On February 19, 2019, City Council approved Amendment No. 2 to the Professional Services Agreement with Utility Partners LLC., for Wastewater Treatment Plant (WWTP) Operation and Maintenance Services for three (3) months and continued biosolids hauling services for two (2) months.

The City is transitioning the operation and maintenance of the wastewater treatment facility and the lift stations to the City's in-house wastewater treatment plant operations department. Utility Partners LLC., has and currently is holding the contract for sludge hauling services. As the City brings operations in-house, a sludge hauling contract directly with the City is necessary.

The City issued a request for proposals (RFP) on January 28, 2019, to interested firms qualified to provide sludge hauling services for the WWTP. The RFP specified the scope of services needed for the WWTP, including:

- Provide transportation and composting services for the City's biosolids located at the WWTP,
- Supply one (1) staged trailer and (1) spare yard truck for the City to use on site,
- Consultant to receive 100% of all the City's Biosolids, and
- Dewatered biosolids will be picked up and transported by the consultant or one of its certified/qualified subcontractors.

Proposals were due on March 5, 2019. The City received two (2) proposals from the following firms:

- Burrtec Waste Industries, Inc. (Burrtec), and
- Synagro-WWT, Inc. (Synagro).

Staff evaluated the proposals and ranked each firm in accordance with the scoring criteria identified in the RFP. Overall, Burrtec received a higher score. Their score reflected the facts that they are an owner operator and their direct, price per ton cost structure.

Attachments:

- A. Sludge Hauling Services RFP Solicited by the City of Beaumont
- B. Burrtec Waste Industries, Inc. Cost Proposal
- C. Synagro -WWTP, Inc. Cost Proposal
- D. Professional Services Agreement with Burrtec Waste Industries, Inc.

Attachment A
Sludge Hauling Services RFP Solicited by the City of Beaumont



Website:
www.ci.beaumont.ca.us

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

Phone:
951.769.8520

Request for Proposal
For
Sludge Hauling Services for the
Wastewater Treatment Plant (WWTP)

Proposals Due By:

2:00 pm

February 19, 2019

Contact:

Thaxton Van Belle
Chief Plant Operator
TVanBelle@beaumontca.gov

RFP Available:

www.publicpurchase.com



Introduction

The City of Beaumont (City) is seeking proposals from qualified firms (Consultant) interested in providing Sludge Hauling Services for the City of Beaumont Wastewater Treatment Plant (WWTP). The WWTP is located at 715 W. 4th Street, Beaumont.

All services provided by the Consultant shall be performed by individuals who meet the qualifications, education, and certification/licensing requirements for the position. The successful Consultant shall also have the resources to provide cost effective and timely services to the City.

Qualified firms that submit a proposal will be evaluated in accordance with the requirements defined within this RFP. Upon successful negotiations with the City, the selected firm will provide Sludge Hauling Services for the WWTP as described in this RFP.

Background

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

Scope of Services

The Scope of Services for Sludge Hauling Services is as follows:

- Provide transportation and composting services for the City's biosolids located at the WWTP
- Supply one (1) staged trailer and (1) spare yard truck for the City to use on site
- Consultant is to receive 100% of all the City's Biosolids
- Dewatered biosolids will be picked up and transported by the Consultant or one of its certified/qualified subcontractors

The estimated yearly tonnage is 7,000 tons (6,600 tons average at 550 tons per month). The City of Beaumont will supply dewatered biosolids from a centrifuge located at the WWTP. The material will be dewatered to a minimum of 15% solids and loaded into trailers.



Additional Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the City's Professional Services Agreement (Exhibit A).

Term

The term of the agreement shall be determined upon need of services and consistent with the City's policies. The initial period of the contract is for three years, with two one-year extensions as approved by City Council, subject to agreement terms and the Beaumont Municipal Code.

Proposal Requirements

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below.

- A. **Cover Letter**: Maximum of two pages serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.
- B. **Introduction/Information**: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by City prior to signing the agreement with City).
- C. **Firm's Approach**: The firm's approach to delivering the scope of services. Provide a description of the firm's approach to communicating effectively with City staff and officials, other jurisdictional stakeholders, and the public, to facilitate successful



delivery of assigned tasks.

- D. **Firm Profile:** Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of particular expertise, etc.
- E. Location of principal office that will be responsible for the implementation of this contract.
- F. Resume of the Lead Consultant.
- G. **Key Personnel:** Provide a summary description of the key personnel, their roles and responsibilities, and their relevant experience. The proposal must name a project manager. In addition to this summary, full resumes should be provided.
- H. Three to five references to include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided. In addition, the Financial Adviser shall provide a statement of the most relevant previous financings.
- I. **Scope of Services:** Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Work Program should be presented in a logical format that can be easily attached to the Professional Services Agreement.
- J. Cost proposal (including hourly rate) shall be submitted in a separate sealed envelope. This should include a not to exceed fee amount and fee schedule for services and hourly billable costs.
- K. Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice.
- L. The firm will be required to have professional liability insurance including liability at a minimum of one million per occurrence, worker's compensation, and vehicle coverage including comprehensive and collision insurance naming the City of Beaumont as additional insured. The proposal shall state whether such insurances will be in force at time of contract execution.

Submittal

Four (4) bound copies, one (1) unbound copy and one (1) color digital PDF copy of the proposal must be submitted no later than 2:00pm, Tuesday, February 19, 2019. Postmarks and faxes are not acceptable. Proposal must be titled "RFP for Sludge Hauling



Services for the Wastewater Treatment Plant (WWTP)". Proposals and questions regarding this RFP shall be directed in writing to:

Thaxton Van Belle
Chief Plant Operator
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223
TVanBelle@beaumontca.gov

No postmarked proposals will be accepted. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the City.

All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 30 pages (not including resumes), using minimum 12-point font size. Electronic copies of the proposal will not be accepted.

***DUE DATE FOR QUESTIONS IS FEBRUARY 12, 2019, AT 12:00 PM.**

All questions and answers will be posted on Public Purchase within one week of the question due date.

Confidentiality

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Amendments to Request for Proposals

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

Non-Commitment to City

The City reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering



into final contract.

Conflict of Interest

The Consultant shall disclose any personal or professional financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

Proposal Evaluation/Selection

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

Criteria	Points
Understanding of the Scope of Services	15
Demonstrated Professional Skill and Credentials	15
Related Experience	15
Approach to Performing this Type of Service	15
Consultant meets all EPA 503 Biosolids Requirements	15
Proposed Fee	25
Total	100

The City may request a qualification interview with the highest ranked consultant(s) prior to determining the final ranking. This selection will be conducted according to the City’s adopted procedures. The City reserves the right to reject any and all proposals.

Exhibits

- A. Sample Professional Services Agreement

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

EXHIBITS TO FOLLOW



EXHIBIT A
Sample Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the ___ day of _____, 20___, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and _____ whose address is _____ (“CONTRACTOR”).

RECITALS

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

- A. CITY desires to engage CONTRACTOR to provide _____;
and
- B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.
2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: _____ and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates _____ as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.
3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

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

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

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

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

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

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

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

5. Obligations of CONTRACTOR.

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

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR

shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

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

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

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

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

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

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

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

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

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health

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

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

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

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

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

7. General Conditions pertaining to Insurance Coverage

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

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

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to

do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

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

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

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

8. Indemnification.

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

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by

CONTRACTOR as they are incurred by CITY.

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

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

and licenses for itself and its employees and subcontractors.

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

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

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

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

13. Miscellaneous Provisions.

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

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or

interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

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

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

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

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

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

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

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

CITY:

CITY OF BEAUMONT

By: _____
Nancy Carroll, Mayor

CONTRACTOR:

By: _____

Print Name: _____

Title: _____



Addendum No. 1

Request for Proposal for Sludge Hauling Services for the Wastewater Treatment Plant (WWTP)

Extension

The deadline for Questions has been extended to **February 26, 2019 @ 12pm.**

The deadline for Proposals has been extended to **March 5, 2019 @ 2pm.**

Questions and Responses

1. Is a list of potential bidders available so we could provide disposal rates to them?
 - a. The Plan Holders is attached to this addendum.
2. Is there any chance the City would push the due date back to allow bidders more time?
 - a. The City has extended the deadlines for questions and proposals.
3. Would the City of Beaumont consider other beneficial uses besides composting as a qualified end use for the sludge?
 - a. The City will consider other beneficial uses. Please include details and cost in your proposal for City evaluation.
4. What is the current contract rate?
 - a. \$48/ton

Attachments

1. Plan Holders List

Acknowledgement of Addendum #1 (To be included with proposal):

By: _____
 (Bidder's Company Name)

Date Received by Bidder: _____
 (Bidder's Signature)

 (Type or Print Name)

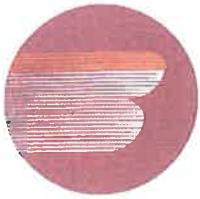
Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.

February 13, 2019

Attachment 1 Plan Holders List

PLAN HOLDERS LIST - Updated 2/13/2019	
CITY OF BEAUMONT	
Sludge Hauling Services for Wastewater Treatment Plant	
No.	COMPANY NAME
1	Royal Media Network, Inc.
2	Montauk
3	Statewide Traffic Safety & Signs Inc
4	M. Brey Electric, Inc
5	United Site Services of Texas, Inc.
6	Onvia
7	Construction Bid Source
8	Burette Waste Industries, Inc.
9	School Wholesale Supplies LLC
10	IMS
11	Dodge Data & Analytics
12	Advanced Starlight International
13	North America Procurement Council
14	Onvia
15	NRC Environmental Services
16	clemons demolition
17	Midwest Valley Consulting
18	Lindsay Circle, LLC
19	Synagro

Attachment B
Burrtec Waste Industries, Inc. Cost Proposal



BURRTEC

WASTE INDUSTRIES, INC.

"We'll Take Care Of It"

March 5, 2019

Mr. Thaxton Van Belle
Chief Plant Operator
City of Beaumont
550 E. 6th Street
Beaumont, California 92223

Re: Price Proposal for Sludge Hauling Services for the Wastewater
Treatment Plant (WWTP)

Dear Mr. Van Belle;

Burrtec Waste Industries, Inc. is pleased to provide you this Price Proposal associated with our proposal for Sludge Hauling Services for the City of Beaumont, Wastewater Treatment Plant (WWTP). Burrtec understands your desire to provide the City with professional, efficient service and we are committed to meeting and exceeding those expectations.

This project will be a 100% internalized Burrtec project from equipment and equipment maintenance, truck driver staffing and scheduling, as well as access to the unloading and processing site at our Salton City Landfill. The City of Beaumont WWTP Sludge will be give first priority with guaranteed disposal capacity for the term of the contract.

Burrtec proposes an all-inclusive price of \$56.60 per ton to provide the equipment, manpower and disposal in the form beneficial use as alternative daily cover, along with **all materials and appurtenances** necessary to provide the services outlined in the **Request for Proposals** issues by the City of Beaumont.

We look forward to discussing our response to the Request of Proposals with you at your convenience.

Sincerely,

Tracy A. Sweeney
Chief Operating Officer/Vice President

Attachment C
Synagro -WWTP, Inc. Cost Proposal

Cost Proposal for
Sludge Hauling Services for the Wastewater Treatment
Plant (WWTP)

to the

City of Beaumont



Submitted on
March 5, 2019



MARCH 5, 2019

Mr. Thaxton Van Belle
Chief Plant Operator
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Re: Request for Proposals for Sludge Hauling Services for the Wastewater Treatment Plant

Dear Mr. Van Belle:

Synagro-WWT, Inc. (Synagro) is pleased to respond to the City of Beaumont's RFP for Sludge Hauling Services. As the City's biosolids management partner for the past five years, Synagro is eminently familiar with and has demonstrated the organizational capacity to fulfill the requirements of the scope of work.

Synagro's mission and core business purpose is focused on the management of municipal biosolids, including project development, operations, and biosolids product recycling. This focus has resulted in Synagro being North America's leading provider of high-quality, cost-effective biosolids management and beneficial use services. We have been successfully meeting the biosolids management needs of hundreds of generators for more than 40 years. This includes providing the City sludge hauling and beneficial use services at one of our composting facilities for the past five years. Synagro's experience in all areas of biosolids management is unparalleled and diversified.

More than 600 units of local government from across the United States rely on Synagro as their biosolids management partner. To serve those customers, Synagro has more than 665 dedicated employees, providing a deep talent base and understanding of our industry. Our customers are supported by this unique pool of resources with unparalleled knowledge, skills, and ability in biosolids management.

Mr. Thaxton Van Belle
March 5, 2019
Page 2

We appreciate the opportunity to present our proposal for this important project and look forward to continuing our successful partnership for the next contract term. Should you have any questions about our submittal or our approach to the project, please feel free to contact Brian Kelleher, Director of Composting Services at 661-770-6620 or via email at bkelleher@synagro.com. We look forward to hearing from you soon.

Sincerely,



Elizabeth Grant
Assistant Secretary

EG:kw

cc: Brian Kelleher, Nick Caggiano





Synagro-WWT, Inc. Cost Proposal for Sludge Hauling Services for the Wastewater Treatment Plant

COST PROPOSAL

Synagro proposes to manage the City's biosolids using the following pricing schedule

Rate	Unit	Service
\$ 16.00	Per Ton	Compost dewatered biosolids from the City of Beaumont WWTP at Synagro's Arizona Soils permitted composting facility.
\$775.00	Per Load	Transport dewatered biosolids from the City of Beaumont WWTP to Synagro's Arizona Soils permitting composting facility
Both rates will apply if back-up facility – Nursery Products – is used.		



Attachment D
Professional Services Agreement with Burrtec Waste Industries, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR (“Agreement”) is made and effective as of the 1st day of May, 2019, by and between the CITY OF BEAUMONT, a municipal corporation and general law city organized and existing under California law, (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Burrtec Waste Industries, Inc., a California corporation whose address is 9890 Cherry Avenue, Fontana, CA 92335 (“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 Sludge Hauling Services, as defined below, for the CITY owned and operated Wastewater Treatment Plant (“WWTP”); and
- B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of July 1, 2019 “Effective Date” and shall continue until terminated or extended as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate three (3) calendar years after the Effective Date without any further notice or action by either party, unless extended at the sole discretion of CITY’s City Council. The parties agree that CITY shall have the option, but not the obligation, to extend the term of this Agreement for two (2) additional extension periods of one (1) year each. CITY shall exercise its options to extend the initial or extended term by providing written notice to CONTRACTOR of the extension, which notice shall be deemed an effective amendment of the Agreement for that purpose.

2. Services to be Performed. CONTRACTOR agrees to provide Sludge Hauling Services for the Wastewater Treatment Plant (“Services”) which include to following:

- CONTRACTOR must collect, pick-up, haul, transport, dispose of and/or compost all (100% of) the sludge and biosolids processed at the WWTP.
- CONTRACTOR must dispose of and/or compost all sludge and biosolids at the Salton City Landfill.

- CONTRACTOR must provide all of the equipment, equipment maintenance, staffing and scheduling necessary for the above.
- CONTRACTOR must provide or secure all necessary access to and unloading and processing of sludge and biosolids at the Salton City Landfill.
- CONTRACTOR must ensure that sludge and biosolids collected, picked-up, hauled and transported by CONTRACTOR from CITY's WWTP receiver first priority and guaranteed disposal capacity for the term of this Agreement.
- CONTRACTOR must provide all other materials, equipment, labor, and appurtenances necessary to provide the above service.
- CONTRACTOR shall be responsible for obtaining, at its sole cost, for itself and any of its subcontractors, any licenses, permits or approvals required from any governmental entity to provide the above services.
- CONTRACTOR and its subcontractors must comply with all California and federal laws, rules, regulations, and orders applicable to the collecting, hauling, transporting, disposal and composting of sludge and biosolids processed at the WWTP and disposed of or composted at the Salton City Landfill, including but not limited to the terms and conditions of CITY's NPDES permit.
- CONTRACTOR must provide one (1) staged trailer and one (1) spare yard truck for CITY to use at the WWTP.

All Services shall be performed in compliance with applicable California and federal, law, regulations and orders and in the manner and according to the timeframe set forth in the Agreement or by CITY's designee. .

CONTRACTOR designates Tracy A. Sweeney, Chief Operating Officer/Vice President 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 rate of \$56.60 per ton of sludge or biosolid and shall not increase this rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total annual fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed four hundred eighty-six thousand seven hundred sixty dollars (\$486,760.00) per year of the Agreement, except in instances where the total tonnage of sludge or biosolids collected, picked-up, hauled, transported and disposed or composted from CITY's WWTP by CONTRACTOR exceeds 8,600 tons, in which event CITY shall pay CONTRACTOR at a rate of \$56.60 per ton for each ton in excess of 8,600.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor

reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

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

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

5. Obligations of CONTRACTOR.

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

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

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

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

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

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from

another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

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

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

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

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

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

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

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

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of

any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

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

7. General Conditions pertaining to Insurance Coverage

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

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

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

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

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

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

8. Indemnification.

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

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

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

c. Hazardous Substance Indemnity. CONTRACTOR agrees to indemnify, defend (with counsel reasonably acceptable to CITY) protect and hold harmless CITY, its employees, agents, and officials, from and against any and all 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 any repair, cleanup, removal action or response action undertaken pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 42 USC Sections 9601 et seq., ("CERCLA"), applicable provisions of the California Health & Safety Code or other similar federal, state, or local law or regulation, with respect to sludge or biosolids collected, picked-up, hauled, transported, disposed, or composted from CITY's WWTDD by CONTRACTOR. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364

of the California Health & Safety Code to defend, protect and hold harmless and indemnify CITY and its employees, agents and officials from all forms of liability under CERCLA, the Health & Safety Code or other similar federal, state or local law or regulation regarding same.

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this

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

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

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

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

CITY:

CITY OF BEAUMONT

By: _____
Julio Martinez, Mayor

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

DRAFT

EXHIBIT "A"

PROPOSAL

DRAFT

Staff Report

TO: Mayor and City Council Members
FROM: Christina Taylor, Community Development Director
DATE: April 16, 2019
SUBJECT: Discussion Regarding Wireless Telecommunications Facilities within the City

Background and Analysis:

At the June 6, 2017, City Council Meeting, an interim urgency ordinance for a moratorium on wireless communication facilities within the City's right-of-way was approved. The City did not have guidelines in place to address this emerging technology. The moratorium put a hold on the issuance of any permits for new applications after the effective date of the ordinance. The moratorium expired April 2018.

In September 2017, the City entered into a contract with XG Communities for the marketing of City owned property to telecommunications providers and for the management of the site leasing contracts. XG Communities has also provided City staff with updates on legislation and permitting requirements changes.

To address the need for guidelines and standards for location and operation of wireless telecommunication facilities throughout the City, staff has researched and compiled information for discussion and direction on drafting a wireless telecommunications ordinance. The presentation for discussion is attached.

Fiscal Impact:

The cost for preparation of this staff report is estimated to be \$400.00.

Finance Director Review: _____

Recommendation:

1. Receive and provide direction to staff.

City Manager Review:  _____

Wireless Telecommunications Discussion



Items for Discussion



- Goals of Wireless Telecommunications Ordinance
- Location Considerations
- Approval Process
- Development Standards
- Design Guidelines
- Questions/Discussion/Direction

Possible Goals of the Ordinance



- Promote the planned and managed development of telecommunications infrastructure through collocation and public right-of-way standards
- Encourage the location of towers in non-residential areas
- Minimize the total number of towers throughout the community
- Encourage the joint use (collocation) of new and existing tower sites as a primary option rather than construction of additional single-use towers
- Reduce adverse visual impact on the City

Location Considerations



- Zones – Recreation and Conservation (RC), Commercial General (CG), Commercial Community (CC), Manufacturing (M), Commercial Manufacturing (CM), Non-City Owned Public Facilities (PF)
- Not permitted in residential zones
- When the public ROW (site) abuts or is adjacent to residential zone findings could include:
 - The wireless telecommunications facility is necessary to address a significant gap in coverage
 - The wireless telecommunications facility is necessary because no feasible less intrusive alternative is available.

Location Considerations



- Preference of location for facilities
 - City owned property;
 - Other Public property;
 - Co-location with an existing facility provided that the existing and proposed co-located facilities will be stealth;
 - Attachment to an existing structure such as a building, steeple or utility apparatus;

Approval Process



- City owned property
 - Administrative approval, building & encroachment permits
- Existing pole or tower
 - Administrative approval, Building & Encroachment permits
- Non-City Owned Property, Other Public Property or Private Property
 - Conditional use permit approval by Planning Commission

Approval Process



- Other possible considerations for administratively approved sites:
 - Stealth facility in a commercial zone, not exceeding height maximum established in the zone
 - Building façade or wall mounted that does not exceed the height of the parapet wall or building roofline
 - Co-location on an existing, conforming structure or tower
 - Micro-cell sites

Development Standards



- No Signage or advertising on wireless communications facilities other than certification, warning, or other required seals or required signage
- No restriction of access to an existing antenna location if required to co-locate by the City, and if feasible to do so
- All antennas shall be designed to prevent unauthorized climbing
- Public wireless communications facilities shall be located where the existing topography, vegetation, building, or other structures provide the greatest amount of screening

Development Standards



- Ground-mounted facilities should be located only in close proximity to existing above-ground utilities, light poles, trees of comparable heights, water tanks and in areas where they will not detract from the image of the City
- Major public wireless communications facilities are encouraged to locate beyond _____ feet of any existing, legally established major public or private wireless communication facility except when co-located on the same building or structure
- Setbacks shall comply with the required setbacks of the zone

Design Guidelines



- Screened from public view by landscaping
- All building and roof-mounted wireless facilities and antennas shall be designed to appear as an integral part of the structure and located to minimize visual impacts
- All accessory equipment associated with the operation of the public wireless communication facility shall be located within a building, enclosure or underground. If the equipment is to be located above ground, it shall be visually compatible with the surrounding buildings and include sufficient landscaping to screen the structure from view
- Wireless communications facilities shall have subdued colors and nonreflective materials which blend with surrounding materials and colors.

Design Guidelines



- The placement of new antennas and facilities shall not be physically obstructive or visually intrusive.
- Height of the antenna shall be subject to the maximum height allowed in the zone unless otherwise determined by the Planning Commission
- Planning Department shall review and approve aesthetics prior to permit issuance. Non-stealth designs shall not be permitted

New State Requirements

Effective January 14, 2019



- \$500 application fee safe harbor
- 5 sites can be batched in one application
 - \$100 for each site past 5
- \$270 recurring safe harbor rate
- Application "shot clocks"
 - 60 days for existing structures
 - 90 days for new structures

New State Requirements

Effective April 15, 2019



- Aesthetic Guidelines
 - Reasonable
 - Technically Feasible
 - Competitively Neutral
 - Not Cost Prohibitive

Questions/Discussion/Direction



Staff Report

TO: Mayor and City Council Members
FROM: Nicole Wheelwright, Deputy City Clerk
DATE: April 16, 2019
SUBJECT: Reimbursement of Travel Reimbursement to Mayor Julio Martinez

Background and Analysis:

Per the adopted Travel Expense and Reimbursement Policy, a Travel Expense Report Form has been completed by Mayor Julio Martinez for his travel expense incurred in attendance of a League of California Cities conference and meeting. The expenses listed follow the guidelines of the policy of reimbursable items as well as the allotment of per diem, using the IRS rates.

Fiscal Impact:

The total of the reimbursement request is \$82.36 to be paid out of Council's Travel Expense budget in account 100-1050-7035-0000.

Finance Director Review: _____

Recommendation:

Approve the reimbursement request in the amount of \$82.36.

City Manager Review: 

Attachments:

A. Travel and Training Reimbursement Form

City of Beaumont Resident Travel Authorization and Expense Report Form

Name: <u>Julio Martinez</u>		Department: <u>City Council</u>		Date of Advance Request/Claim:			
Position: <u>City Councilmember</u>		Purpose of Trip: <u>LOCC EA Policy Meeting</u>		Authorized by:		Date: <u>4/10/19</u>	
Method of Transportation		Departed From			Arrived At		
Name (Airline, Vehicle, ect.)	Name of City	Date	Time	Name of City	Date	Time	
<u>Vehicle</u>	<u>Beaumont</u>	<u>3/28/19</u>	<u>8:00am</u>	<u>Costamessa</u>	<u>3/28/19</u>	<u>10:00am</u>	
	<u>Costamessa</u>	<u>3/28/19</u>	<u>3:30pm</u>	<u>Beaumont</u>	<u>3/28/19</u>	<u>5:30pm</u>	

EXPENSES (Please provide receipts for all items listed)								TOTAL
Description	Pre-trip Amount	Date: <u>3/28</u> Amount	Date:	Date:	Date:	Date:	Date:	Amount
Lodging								\$ -
Major Transportation								\$ -
Car Rental								\$ -
Mileage (2019 rate .58) <u>142mi.</u>		<u>82.36</u>						<u>\$82.36</u>
Parking								\$ -
Taxi, Shuttle, Ect.								\$ -
Telephone								\$ -
Registration Fee								\$ -
Misc:								\$ -
Misc:								\$ -

Please list any meals covered in registration fees, or sponsored (disclosure per FPFC may be required)

lunch sponsored by LOCC

PER DIEM (GSA per diem rates)								TOTAL
City:	(First Day of Travel):	Date:	Date:	Date:	Date:	Date:	Date:	
M&IE Allowance: \$								\$ -
Deductions for pre-paid/sponsored meals								\$ -

The undersigned, under penalty of perjury, states that the above claim is correct:

[Signature] 4/10/19
 Employee/Elected Signature Date

[Signature] 4/11/19
 Approved by Dept Head Date

TOTALS	AMOUNT
Actual Expenditures	\$ <u>82.36</u>
Cash Advance or Per Diem	\$ -
TOTAL DUE	\$ -

EXPENDITURE ACCOUNT	AMOUNT
- -	\$ -
- -	

Approved by City Manager _____ Date _____
 (required for out-of-state travel only)

Finance Review Travel Coordinator

Please Complete This Section

Staff Report

TO: Mayor and City Council Members
FROM: Nicole Wheelwright, Deputy City Clerk
DATE: April 16, 2019
SUBJECT: Reimbursement of Travel Reimbursement to Council Member Lloyd White

Background and Analysis:

Per the adopted Travel Expense and Reimbursement Policy, a Travel Expense Report Form has been completed by Council Member Lloyd White for his travel expense incurred in attendance of a League of California Cities conference and meeting. The expenses listed follow the guidelines of the policy of reimbursable items as well as the allotment of per diem, using the IRS rates.

Fiscal Impact:

The total of the reimbursement request is \$111.20 to be paid out of Council's Travel Expense budget in account 100-1050-7035-0000.

Finance Director Review: _____

Recommendation:

Approve the reimbursement request in the amount of \$111.20.

City Manager Review:  _____

Attachments:

A. Travel and Training Reimbursement Form

CITY OF BEAUMONT RESIDENT TRAVEL AUTHORIZATION AND EXPENSE REPORT FORM

THIS IS A (check one): REQUEST FOR TRAVEL ADVANCE or PER DIEM CLAIM FOR REIMBURSEMENT

NAME <i>Lloyd White</i>	DEPARTMENT <i>City Council</i>	DATE OF ADVANCE REQUEST / CLAIM <i>3-31-19</i>
----------------------------	-----------------------------------	---------------------------------------------------

POSITION <i>Council member</i>	PURPOSE OF TRIP <i>LOCC meeting</i>	AUTHORIZED BY:	DATE:
-----------------------------------	----------------------------------------	----------------	-------

METHOD OF TRANSPORTATION	DEPARTED FROM				ARRIVED AT		
NAME (Delta, Amtrak, etc.)	NAME OF CITY	DATE	TIME	NAME OF CITY	DATE	TIME	
<i>Personal vehicle</i>	<i>Beaumont</i>	<i>3-29-19</i>		<i>Costa Mesa</i>	<i>3-29-19</i>		
<i> " "</i>	<i>Costa Mesa</i>	<i>3-29-19</i>		<i>Beaumont</i>	<i>3-29-19</i>		

DESCRIPTION	DATES						TOTAL
	Pre-Trip	<i>3/29</i>					
BREAKFAST							
LUNCH							
DINNER							
PER DIEM (M & IE)							
LODGING							
MAJOR TRANSPORTATION							
CAR RENTAL							
MILEAGE <i>70 mi 1-way</i>		<i>\$ 81.20</i>				<i>\$ 81.20</i>	
PARKING		<i>\$ 30.00</i>				<i>30.00</i>	
TAXI, SHUTTLE, ETC.							
TELEPHONE							
REGISTRATION FEE							
MISC. (explain below)							
TOTAL		<i>\$111.20</i>				<i>\$ 111.20</i>	

EXPLANATION OF ITEMS:

The undersigned, under penalty of perjury, states that the above claim is correct:

Lloyd White *3-31-19*
 Employee/Elected Signature Date

[Signature] *4/11/19*
 Approved by Dept Head Date

Approved by City Manager Date
 (required for out-of-state travel only)

Finance Review

Travel Coordinator

REQUEST FOR <input type="checkbox"/> ADVANCE or <input type="checkbox"/> PER DIEM Please submit 2 weeks in advance of event	AMOUNT
ACTUAL EXPENDITURES	
CASH ADVANCE OR PER DIEM RECEIVED	
PAID IN ADVANCE OF EVENT (other than credit card)	
PAID VIA PERSONAL CREDIT CARD	
LAST 4 DIGITS OF CARD #:	
<i>Highlight all expenses paid by credit card</i>	
TOTAL DUE <input type="checkbox"/> TO CITY <input type="checkbox"/> TO TRAVELER	
DEPT. NO. - EXPENDITURE NO.	Amount per account
Commonly Used Account	
XXXX DEPT. NUMBER	
4035 TRAVEL, TRAINING & MEETINGS	

Lloyd White
LOCC 3-29-19

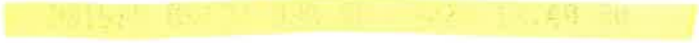
447-159

LOCK YOUR CAR

THIS CONTRACT LIMITS OUR LIABILITY—READ IT
This ticket licenses the holder to park one automobile in this area. Lock your car. The management hereby declares itself not responsible for fire, theft, damage or loss of car or any article left in same, all such risk being assumed by the licensee. Only a license is granted hereby and no bailment is created.

DIGITAL PRINTING SYSTEMS, AZUSA, CA

(DP5900-D)





ROXANN M. VOTAW
votaw@sbemp.com
FIRM ADMINISTRATOR

REPLY TO:
Palm Springs, California

APRIL 9, 2019

CITY OF BEAUMONT PROFESSIONAL SERVICES THRU: 3/31/2019

TOTAL DUE: \$150,305.24

Sincerely,
SBEMP, LLP

By: Roxann M Votaw

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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APRIL 8, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Gregg

Professional services through: 3/31/2019:

Invoice # 52660

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$82.50</u>

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APRIL 8, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*McFarlinAnder

Professional services through: 3/31/2019:

Invoice # 52662

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$1,072.50</u>

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APRIL 8, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*MV

Professional services through: 3/31/2019:

Invoice # 52664

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$2,295.30</u>

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APRIL 8, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Peters

Professional services through: 3/31/2019:

Invoice # 52665

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$220.00</u>

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APRIL 8, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*PoliceDept

Professional services through: 3/31/2019:

Invoice # 52666

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$1,027.70</u>

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APRIL 8, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Successor Age

Professional services through: 3/31/2019:

Invoice # 52667

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$55.00</u>

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Facsimile 760-322-2107

APRIL 8, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*TalleyAguirre

Professional services through: 3/31/2019:

Invoice # 52668

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$4,857.40</u>

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Facsimile 760-322-2107

APRIL 8, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*UrbanLogic

Professional services through: 3/31/2019:

Invoice # 52669

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$30,248.46</u>

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APRIL 8, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Wallis Receiv

Professional services through: 3/31/2019:

Invoice # 52670

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$1,921.00</u>

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Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

APRIL 8, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-WRCOG

Professional services through: 3/31/2019:

Invoice # 52671

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$390.00</u>

SLOVAK BARON EMPY MURPHY & PINKNEY LLP

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Facsimile 760-322-2107

APRIL 8, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-AC Equipment

Professional services through: 3/31/2019:

Invoice # 52673

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$577.50</u>

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APRIL 8, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Gen Lit

Professional services through: 3/31/2019:

Invoice # 52674

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$522.50</u>

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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APRIL 8, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Labor&Employ

Professional services through: 3/31/2019:

Invoice # 52675

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$358.50</u>

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Facsimile 760-322-2107

APRIL 8, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Lit Hupp

Professional services through: 3/31/2019:

Invoice # 52676

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$82.50</u>

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Facsimile 760-322-2107

APRIL 8, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-OverRetainer

Professional services through: 3/31/2019:

Invoice # 52677

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$20,177.35</u>

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Facsimile 760-322-2107

APRIL 8, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Retainer

Professional services through: 3/31/2019:

Invoice # 52678

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$7,500.00</u>

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Facsimile 760-322-2107

APRIL 8, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Serrato

Professional services through: 3/31/2019:

Invoice # 52679

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$8,768.00</u>

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Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

APRIL 8, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*ULC Defense

Professional services through: 3/31/2019:

Invoice # 52682

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	\$70,149.03

SLOVAK BARON EMPY MURPHY & PINKNEY LLP

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MEMORANDUM

To: City of Beaumont
Mayor and Council Members
Todd Parton, City Manager

From: Townsend Public Affairs, Inc.
Christopher Townsend, President
Sharon Gonsalves, Senior Associate

Date: April 11, 2019

Subject: Legislative Update

SUMMARY

This memorandum is an overview of activities undertaken by Townsend Public Affairs (TPA) over the last month, working on behalf of the City of Beaumont, including the following subjects:

- State Update
- Federal Update
- Upcoming Funding Opportunities
- Legislative Matrix



LEGISLATIVE ACTIVITY AND UPDATES

State Update

Major legislative and policy themes this year include affordable housing, homelessness, utility and water management, and fire prevention. April will be a busy time for legislative policy committees as bills have been amended and assigned hearing dates.

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

- **April 11** – Spring Recess Begins
- **April 26** – Last day for policy committees to hear and report fiscal bills to fiscal committees
- **May 3** – Last day for policy committees to hear and report non-fiscal bills to the floor
- **May 17** – Last day for fiscal committees to pass bills
- **May 31** – Last day for bills to pass out of the House of Origin

Governor's Housing Proposal

On March 11, Governor Newsom's Department of Finance posted its proposed budget trailer bill language related to housing. The language contains the following:

- Establishes the **Local Government Planning Support Grants Program** to provide grants for planning activities to enable jurisdictions to meet new short-term housing goals and rewards for milestones.
 - Creates a 3-year annualized housing allocation to be achieved in calendar years 2020 and 2021, with no annual targets lower than current RHNA goals.
 - \$250 million will be split equally between distribution to regions/counties and cities. In the case of cities, funding will be based on population, with \$750,000 available to cities over 200,000, \$275,000 for cities between 60,000 and 200,000, and \$150,000 for cities under 60,000).
 - A NOFA will be issued by August 15, 2019, with cities eligible to apply for funding by December 31, 2019, and regions eligible to apply by December 31, 2020.
- Establishes the **Production and Process Improvement Reward Program** for regions and counties (and cities through these agencies) that have demonstrated progress toward increased housing production.
 - \$500 million is available based on a region or county's share of annual housing targets.
 - Jurisdictions must have compliant housing elements and have submitted all annual and other progress reports.
- Directs the Department of Housing and Community Development (HCD), in cooperation with the Office of Planning and Research and State Transportation Agency, by December 31, 2022 and after a stakeholder participation process, to propose linking transportation and other non-housing funding to a new RHNA process.



- Beginning July 1, 2023, the Controller may withhold a jurisdiction's Road Maintenance and Rehabilitation Account (SB 1) funds if they do not have a compliant housing element or have not zoned or entitled for its annual housing goals.
- By May 1, 2023, and then annually, HCD will report to the Controller a list of cities and counties with funds to be withheld.

Many Members of the Legislature have been outspoken against the Governor's proposal to withhold transportation funding from local agencies who don't meet their housing targets. The efforts to first approve Senate Bill 1 and then to defeat Proposition 6 were largely successful due to the support of local agencies identifying needs and then moving quickly to put those funds into projects. Budget committees will be considering the Governor's proposal over the coming weeks.

Legislative Housing Proposals

A housing coalition out of the Bay Area known as CASA have been working on addressing housing affordability throughout their region. Over the last month, the Legislature has formalized a package of bills covering several policy areas and most with statewide impacts.

The following table is what we have been using to track the policy areas and legislation introduced to focus on those areas. Some of bills are discussed in more detail in other sections of this report, including legislation related to development around transit and tax increment and other financing tools.

CASA Element (10 Elements)	Corresponding Legislation
<i>Tenant Protections</i>	
#1: Just Cause Eviction Policy	AB 1481 (Bonta): Tenancy
#2: Emergency Rental Assistance and Rent Cap	AB 36 (Bloom): Affordable Housing: Rental Prices
#3: Emergency Rent Assistance and Access to Legal Counsel	SB 18 (Skinner): Keep Californians Housed Act
<i>Housing Inclusion and Capacity</i>	
#4: Remove Regulatory Barriers to Accessory Dwelling Units	AB 68 (Ting): Land Use: Accessory Dwelling Units SB 13 (Wieckowski): Accessory Dwelling Units



#5: Minimum Zoning near Transit	SB 50 (Wiener): Planning and Zoning: Housing Development: Equitable Communities Incentive SB 4 (McGuire): Housing
#6: Good Government Reforms to Housing Approval Process	AB 1483 (Grayson): Housing Development Project Applications: Reporting AB 1484 (Grayson): Mitigation Fee Act: Housing Developments SB 330 (Skinner): Housing Crisis Act of 2019
<i>Approval Process and Timeline</i>	
#7: Expedited Approvals and Financial Incentives for Select Housing	AB 1485 (Wicks): Housing Development: Streamlining SB 6 (Beall/McGuire): Residential Development: Available Land
#8: Unlock Public Land for Affordable Housing	AB 1486 (Ting): Local Agencies: Surplus Land
<i>Funding and Coordination</i>	
#9: Funding and Financing the CASA Compact	AB 1487 (Chiu): Land Use: Housing Element SB 5 (Beall/McGuire): Local-State Sustainable Investment Incentive Program AB 11 (Chiu): Community Redevelopment Law of 2019 ACA 1 (Aguiar-Curry): Local Government Financing: Affordable Housing and Public Infrastructure: Voter Approval
#10: Regional Housing Enterprise	AB 1487 (Chiu): Land Use: Housing Element



There are two pieces of legislation that would address housing near transit—**Senate Bill 50 (Wiener)** and **Senate Bill 4 (McGuire)**. Both of these bills were heard the first week of April in the Senate Housing Committee chaired by Senator Wiener.

Last year, Senator Wiener introduced SB 827, which created an incentive for housing developers to build denser housing near transit by exempting developments from certain low-density requirements, including maximum controls on residential density, maximum controls on floor area ratio (FAR), minimum parking requirements, and maximum building height limits, as specified. A developer could choose to use the benefits provided in that bill if it met certain requirements. Senate Bill 827 failed in the Senate Transportation and Housing Committee.

Senate Bill 50 is different from SB 827 in several ways:

- First, unlike SB 827, this bill is not limited in application to proximity near transit; this bill provides reduced zoning requirements for specified projects in “jobs-rich areas” that are traditionally “high-opportunity” and will result in more housing across the State.
- With regards to the inclusion of units affordable to lower income households, SB 827 contained an inclusionary housing scheme that only applied to additional units granted by that bill, not the number of units in the base zoning. This bill provides that projects with 11-19 units may pay an in-lieu fee for affordable housing, if feasible, and requires projects with 21 or more units to contain affordable households or pay an in-lieu fee.
- This bill also increases demolition protections for sites that have previously housed tenants and removes complex “Right to Return” provisions that could have proved difficult to enforce. Specifically, this bill prohibits an eligible site from containing housing occupied by tenants within the seven years preceding the date of the application and parcels on which an owner of has taken their rentals properties off the market for rent or lease within 15 years prior to the date the development proponent submits an application.
- This bill also creates a delayed implementation for sensitive communities, as defined, and permits them to come up with a community plan that may include zoning and other policies to encourage multifamily development at varying income levels and protect vulnerable residents from displacement.

Senate Bill 50 is similar in nature to SB 4. Both bills encourage denser housing near transit by relaxing density, height, parking, and FAR requirements, but also differ in several ways. Senate Bill 4 only applies in jurisdictions that have built fewer homes in the last 10 years than jobs and have unmet housing needs, whereas SB 50 bill does not have threshold requirements. Also, the zoning benefits in SB 50 also extend to projects in proximity to high quality bus corridors. While both bills only apply to parcels in residential zones, SB 4 only applies to infill sites and is not permitted in specified areas.

Both bills also relate to areas not tied to transit; SB 4 allows for duplexes on vacant parcels that allow a residential use in cities less than 50,000 and fourplexes in cities greater than 50,000. Senate Bill 50 does not limit density; however, it is limited to areas designated as “jobs-rich” by HCD and OPR. Lastly, SB 4 also provides a streamlined approval process.



The following table attempts to describe the current versions of each bill:

	SB 4 TOD	SB 50 Transit Rich	SB 4 Duplex and Fourplex	SB 50 Jobs-Rich
Density	Metro: min. 30 units/acre Suburban: min. 20 units/acre	No limit	Urban cities: 2 units Non-urban cities: 4 units	No limit
Parking	Cities < 100,000 and 1/4-1/2 mile from transit: DBL (spaces/BR or .5 spaces/unit if 100% affordable) Cities >100,000 and 0-1/4 mile from transit: no parking	No parking	.5 spaces per unit	.5 spaces per unit
Concessions and Incentives (C/I)	No	1 C/I: projects with 10% LI or 5% VLI 2 C/I: projects with 20% LI or 10% VLI 3 C/I: projects with 30% LI or 15% VLI	No	1 C/I: projects with 10% LI or 5% VLI 2 C/I: projects with 20% LI or 10% VLI 3 C/I: projects with 30% LI or 15% VLI
Waivers or Reductions of Dev. Standards	Existing design review applies	Must comply with relevant standards, including architectural design	Existing design review applies	Must comply with relevant standards, including architectural design
Height	One story over allowable height	No less than 45' or 55' (proximity)	Meet existing zoning requirement	None
Floor Area Ratio	.6 times the number of stories	No less than 2.5 or 3.25 (proximity)	Meet existing zoning requirement	None
Streamlining	Ministerial review	No new streamlined approvals, but may qualify under SB 35	Ministerial review	No new streamlined approvals, but may qualify under SB 35
Reduced Fees	No	No	Not a new residential use, except connection for service fees; no more than \$3,000 in school fees	No

* Density Bonus Law (DBL); Bedroom (BR); Low-income (LI); Very Low-Income (VLI)

We are expecting both authors to work together and potentially combine their proposals into one bill and will keep you updated on this progress.



Safe Drinking Water Proposals

We have been following legislation for the last two years regarding taxes on water users and fees on the agricultural and dairy industry. Legislation introduced last year by Senator Monning—SB 623—would have added these fees and taxes to help pay for safe drinking water projects in the State's most severely disadvantaged communities. This bill failed to advance, even with attempts to include it as part of a budget trailer bill.

On April 23, 2019 **SB 200 (Monning)** will be heard in the Senate Natural Resources Committee. The bill will establish the Safe and Affordable Drinking Water Fund to be administered by the State Water Board and to be used to secure access to safe drinking water for all Californians. Senate Bill 200 directs the Board, in consultation with a multi-disciplinary stakeholder group, to prioritize funding to focus on disadvantaged communities and low-income domestic well users where the cost of treating the water, or finding new sources of clean water, would otherwise make the cost of the water service unaffordable.

While SB 200 provides a continuous appropriation to fund activities, so far, the bill does not yet identify the revenue source for the funding.

In his 2019-20 budget proposal, Governor Newsom also proposes to establish the Safe and Affordable Drinking Water program to increase access to safe drinking water for Californians. Similar to Governor Brown's proposal last year and SB 200, the program would provide certain local water agencies—particularly ones in disadvantaged communities—with grants, loans, contracts, or services to help support their operations and maintenance costs.

This funding would be supported by new charges proposed by the Governor on water system ratepayers, fertilizer sales, and certain agricultural entities. In total, the Administration estimates that the various proposed charges would generate roughly \$110 million to \$140 million annually when fully implemented. Charges on fertilizer and agricultural entities would sunset 15 years after they go into effect.

If the trailer bill is passed as part of the budget, SB 200 may not be necessary.

Sales Tax Legislation

In late June 2018, the Supreme Court overturned a 1992 Supreme Court decision which opens the door for states to require out-of-state retailers to collect sales tax on transactions to in-state residents (*Wayfair v. South Dakota*). As a result, the California Department of Tax and Fee Administration (CDTFA) issued a notice in December 2018, implementing *Wayfair*, using the same standards as the South Dakota statute.

Under the implementation, retailers with sales of more than \$100,000 in California, or who entered into 200 or more transactions in the state, in the current or previous calendar year, must register as retailers with CDTFA, as well as collect and remit the use tax, effective April 1, 2019. The implementation notice states that the requirement is not retroactive.

A bill introduced this year—**AB 147 (Burke)**—replaces the threshold in the CDTFA notice to instead apply to all out-of-state retailers who have more than \$500,000 in sales in the current or



previous calendar year. The change should ease the compliance burden for smaller out-of-state retailers who now face a myriad of sales tax requirements in the various states where they sell goods due to *Wayfair* and allow CDTFA to focus its compliance efforts on larger sellers, at the cost of some revenue. The measure's marketplace facilitator provisions seek to make tax collection easier for consumers, out-of-state retailers, and CDTFA by shifting tax collection responsibilities from the tens of thousands of out-of-state retailers located around the world onto online marketplaces where consumers buy things.

Also last year, Senator Glazer introduced Senate Constitutional Amendment (SCA) 20, which proposed to amend the California Constitution to provide that for purposes of allocating the Bradley-Burns share of the sales and use tax, the retail sale of tangible personal property transacted online is consummated at the point of delivery to the purchaser's address, or to any address designated by the purchaser.

This year, there are two other measures that relate to the issue of taxes from online retailers and agreements with local agencies:

- **Senate Bill 531 (Glazer)**—Prohibits, on or after January 1, 2020, a local agency from entering into any form of agreement that would result, directly or indirectly, in the payment, transfer, diversion, or rebate of Bradley-Burns local tax revenues to any retailer in exchange for the retailer locating a warehouse, sales center, or fulfillment center within the territorial jurisdiction of the local agency if the warehouse, sales center, or fulfillment center would generate revenue for the local agency under the Bradley-Burns Uniform Local Sales and Use Tax Law.
- **Assembly Constitutional Amendment 13 (Oberholte)**—Introduced on March 28, ACA 13 is identical to last year's SCA 20, changing the distribution of sales taxes based on point of delivery instead of point of sale.

Tax Increment Financing and Related Proposals

The Legislature has been working for a number of years on various tools to replace former redevelopment, including EIFDs and Community Revitalization and Investment Authorities. The following bills are additional options being considered this year related to redevelopment and tax increment financing, as well as tools for existing programs:

- **Senate Bill 5 (Beall/McGuire)**—Creates the Affordable Housing and Community Development Investment Program (Program). The bill establishes an application process, eligible uses for the funds made available by the bill, a process for distributing funds, project requirements, and accountability measures. Specifically, this bill:
 - Allows various local agencies to apply for the Program, either individually or jointly
 - Requires an applicant to submit a plan to the Affordable Housing and Community Development Committee made up of several State officials.
 - Requires the plan submitted by the applicant to the Committee to include various types of information about the projects and community outreach.



- Allows the Committee to approve \$200 million in plans in the first year, increasing in \$200 million increments each year for five years until reaching \$1 billion after five years—over nine years, the total can reach \$2 billion.
 - Requires at least 50 percent of funding to be used on the construction of affordable housing.
 - Directs the county auditor to reduce the amount of property tax revenue the applicant would otherwise have contributed to the county’s Education Revenue Augmentation Fund (ERAF).
 - Gives the Department of Finance the ability to recalculate the Proposition 98 guarantee so that schools receive the same amount of funding they would have absent this Program.
- **Assembly Bill 11 (Chiu)**—Allows a city or county to form an Affordable Housing and Infrastructure Agency to fund projects. Specifically, this bill requires agencies to:
 - Create a resolution of intention, which includes a preliminary project plan along with an extensive amount of other required actions and analysis before the Strategic Growth Council (SGC) may approve agency formation.
 - An agency may not be formed if it will result in a negative state fiscal impact, to be determined by the State Controller, and must promote statewide greenhouse gas reduction goals.
 - The SCG shall ensure that the projects proposed in the resolution of intention equitably represent rural, suburban, and urban communities, and that establishing the agency would not result in an inequitable geographic distribution of agencies throughout the state.
 - Submit an annual report and a final report of any audit undertaken by any other local, state, or federal government entity, to its governing body and to the State Controller and the Department of Housing and Community Development.
 - Report the total number of housing units the agency assisted in creating or maintained.
- **Senate Bill 128 (Beall)**—Repeals the 55 percent voter approval requirement for an EIFD to issue bonds after the EIFD board approves the bond issuance. In its place, SB 128 requires the EIFD board to approve a bond before it can issue the bond.
- **Assembly Constitutional Amendment 1 (Aguiar-Curry)**—Proposes amendments to the California Constitution to allow a city, county, or special district, with 55 percent voter approval, to incur bonded indebtedness or impose specified special taxes to fund projects for affordable housing, permanent supportive housing, or public infrastructure.



Federal Update

Democratic Sen. Elizabeth Warren and Republican Sen. Cory Gardner reintroduce bill that seeks to ensure U.S. states can determine their own “best approach to marijuana,” according to the lawmakers’ joint statement.

- The measure would change the Controlled Substances Act so that - as long as states and tribal nations adhere with a “few basic protections” - its provisions wouldn’t apply to people who comply with state marijuana laws
- The legislation aims to keep states “safe from federal overreach when deciding the best approach to marijuana”
- Democratic Rep. Earl Blumenauer and Republican Rep. Dave Joyce have reintroduced a similar bill in the House
- NOTE: Proposal responds to Justice Dept’s 2018 withdrawal of guidance directing federal authorities away from marijuana law enforcement in states that have legalized pot

This is one of several cannabis bills that have been introduced in Congress this year. While these bills have more momentum in the House than in past years, they still face hurdles in the Senate.



UPCOMING FUNDING OPPORTUNITIES

Included below is a list of several upcoming grant programs, descriptions and due dates:

- **Senate Bill 2 Planning Grant Program (Rolling)**—This grant program is meant to facilitate planning activities that will foster an adequate supply of homes affordable to Californians at all income levels. It is designed to help local governments meet the challenges of preparing and adopting land use plans and integrating strategies to promote housing development.
- **Community Policing Development Program (May 28)**—Designed to advance the practice of community policing by providing guidance on promising practices through the development and testing of innovative strategies; building knowledge about effective practices and outcomes; and supporting new, creative approaches to preventing crime and promoting safe communities.
- **Law Enforcement Mental Health and Wellness Act Program (May 31)**—Provides funding to improve the delivery of, and access to, mental health and wellness services for law enforcement through training and technical assistance, demonstration projects, and implementation of promising practices related to peer mentoring programs.
- **School Violence Prevention Program (May 31)**—Provides funding to improve security at schools and on school grounds. Awards may include funding for coordination with local law enforcement; training for local law enforcement officers to prevent school violence against others and self; placement and use of metal detectors, locks, lighting, and other deterrent measures; and acquisition and installation of technology for expedited notification of local law enforcement during an emergency.
- **Green Infrastructure Grant Program (June 28)**—\$20,000,000 from Proposition 68 shall be available for multi-benefit green infrastructure investments in or benefiting disadvantaged or severely disadvantaged communities. Guidelines are currently being developed for this program and will be similar to the Urban Greening Grant Program.
- **Environmental Enhancement and Mitigation Program (June 2019)**—The EEM Program funds projects that contribute to mitigation of the environmental effects of transportation facilities. The EEM Program encourages projects that produce multiple benefits which reduce greenhouse gas emissions, increase water use efficiency, reduce risks from climate change impacts, and demonstrate collaboration with local, state and community entities. Eligible projects must be directly or indirectly related to the environmental impact of the modification of an existing transportation facility or construction of a new transportation facility.
- **Statewide Park Program Round 3 (August 5)**—Will provide grants for the creation of new parks and recreation facilities, as well as the rehabilitation of existing local parks, in critically underserved communities throughout California, consistent with the Statewide Park Development and Community Revitalization Program.



- **Per Capita Park Grant Program (Summer 2019)**—Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.
- **Storm Water Grant Program (Summer 2019)**—Funded from Proposition 1, funding will be available for multi-benefit storm water management projects which may include, but shall not be limited to: green infrastructure, rainwater and storm water capture projects and storm water treatment facilities.
- **Urban Storm Water and Waterway Improvement Program (Summer 2019)**—\$100 million from Proposition 68 shall be available to the Natural Resources Agency for competitive grants for the purposes of multi-benefit projects in urbanized areas to address flooding. Eligible projects shall include, but are not limited to, stormwater capture and reuse, planning and implementation of low-impact development, restoration of urban streams and watersheds, and increasing permeable surfaces to help reduce flooding.
- **California Trails and Greenways Investment Program (Fall 2019)**—\$27.7 million available for trail projects. Competitive to local agencies, State conservancies, federally recognized Native American tribes, non-federally recognized California Native American tribes listed on the California Tribal Consultation List, joint powers authorities, and nonprofit organizations. Anticipate draft guidelines and public hearings for release in Summer 2019.
- **Transformative Climate Communities Planning Grant Program (Fall 2019)**—Individual grants of up to \$200,000 are available to planning activities possibly leading toward a Transformative Climate Communities Implementation Grant. Planning activities must further goals of a locally-adopted plan or Strategic Growth Council efforts, and directly benefit a disadvantaged community.
- **Urban and Community Forestry Program (Fall 2019)**—The Urban & Community Forestry Grant Program works to optimize the benefits of trees and related vegetation through multiple-objective projects. These projects further the goals of the California Global Warming Solutions Act of 2006 (AB 32), result in a net greenhouse gas benefit, and provide environmental services and cost-effective solutions to the needs of urban communities and local agencies. Co-benefits of the projects include increased water supply, clean air and water, reduced energy use, flood and storm water management, recreation, urban revitalization, improved public health, and producing useful products such as bio-fuel, clean energy, and high-quality wood.
- **Sustainable Transportation Planning Grants (Fall 2019)**—Successful planning projects are expected to directly benefit the multi-modal transportation system. Sustainable Communities Grants will also improve public health, social equity, environmental justice, and provide other important community benefits. The grant program will fund local and regional multimodal transportation and land use planning



projects that further the region's RTP SCS, contribute to the State's GHG reduction targets, and assist in achieving the Caltrans Mission and Program Objectives.

- **Adaptation Planning Grants (Fall 2019)**—This funding will advance adaptation planning on California's transportation infrastructure, including but not limited to roads, railways, bikeways, trails, bridges, ports, and airports. Funded projects are expected to not only adapt the transportation system to climate change impacts but also to benefit the multimodal transportation system. Applicants who have adaptation planning efforts underway as well as those who have not yet started work are encouraged to apply.
- **Local Partnership Program (Winter 2019)**—Jurisdictions with voter approved taxes, tolls, and fees, or with imposed fees, will be eligible for this competitive grant program if the taxes, tolls, or fees are dedicated solely to transportation. The initial programming cycle will cover 2017-18 through 2019-20. The program will match up to \$5 million for the construction of transportation projects.
- **Trade Corridor Enhancement Program (Winter 2019)**—The objective of the Trade Corridor Enhancement Program is to fund infrastructure improvements on federally designated Trade Corridors of National and Regional Significance, on the Primary Freight Network, as identified in the California Freight Mobility Plan, and along other corridors that have a high volume of freight movement as determined by the Commission. The program will fund projects that benefit the movement of goods along identified major trade corridors.



2019 Legislation Tracking

Bill #	Title	Author	Position	Status
ACA 1	This will lower the necessary voter threshold from a two-thirds supermajority to 55 percent to approve local general obligation bonds and special taxes for affordable housing and infrastructure projects.	Aguilar-Curry	Watch	Passed Assembly Local Government Committee 3/27/2019. Currently in the Assembly Appropriations Committee.
AB 11	This bill would authorize a city or county, or two or more cities acting jointly, to propose the formation of an affordable housing and infrastructure agency by adoption of a resolution of intention that meets specified requirements, including that the resolution of intention include a passthrough provision and an override passthrough provision. This bill was supposed to be heard in the Assembly Housing Committee on March 26. The hearing was canceled at the request of the author.	Chiu	Watch	Passed out of the Assembly Housing Committee on 4/10/19 with a vote of 6-2. It will next be heard in the Assembly Local Government Committee on 4/24/19.
AB 40	This bill would require the State Air Resources Board develop a comprehensive strategy to ensure that the sales of new motor vehicles and new light duty trucks in the state have transitioned fully to zero-emission vehicles by 2040.	Ting	Watch	Assembly Transportation Committee – Hearing postponed by committee
AB 147	Would specify that, on and after April 1, 2019, a retailer engaged in business in this state includes any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property for delivery in this state by the retailer and all persons related to the retailer that exceed \$500,000. The bill would allow the department to grant relief to certain retailers engaged in business in this state for specified interest or penalties imposed on use tax liabilities due and payable for tax reporting periods beginning April 1, 2019 and ending December 31, 2022	Burke	Watch	This bill passed both houses and is in Engrossing and Enrolling
AB 213	Sponsored by the League of Cities this bill would restore funding to Cities (Beaumont included) that had annexed inhabited territory	Reyes	Recommend support	Passed out of Assembly Local Government Committee with a vote of 8-0. It was placed on



	but then were harmed through the budget process with SB 89 in 2011.			the Appropriations Suspense File.
AB 286	In order to give licensed cannabis growers a better shot at competing with black market dealers by lowering taxes. It calls for a three-year reduction of the cannabis excise tax to 11 percent, and the suspension of the flower cultivation tax.	Bonta	Watch	Passed out of Assembly Revenue and Taxation Committee with a vote of 10-1. Will next be heard in Assembly Business and Professions Committee on 4/23/19.
AB 392	Would redefine the circumstances under which a homicide by a peace officer is deemed justifiable to include when the killing is in self-defense or the defense of another, consistent with the existing legal standard for self-defense, or when the killing is necessary to prevent the escape of a fleeing felon whose immediate apprehension is necessary to prevent death or serious injury. The bill would additionally bar the use of this defense if the peace officer acted in a criminally negligent manner that caused the death, including if the officer's criminally negligent actions created the necessity for the use of deadly force.	Weber	Watch	Passed out of Assembly Public Safety with a vote of 6-2. This bill is currently in the Rules Committee.
AB 847	Would require the Department of Housing and Community Development , upon appropriation by the Legislature, to establish a competitive grant program to award grants to cities and counties to offset up to 100% of any transportation-related impact fees exacted upon a qualifying housing development project, as defined, by the local jurisdiction.	Grayson	Watch	This bill will be heard in the Assembly Housing and Community Development Committee on 4/24/19.
AB 1486	This bill would expand the definition of "local agency" to include sewer, water, utility, and local and regional park districts, joint powers authorities, successor agencies to former redevelopment agencies, housing authorities, and other political subdivisions of this state and any instrumentality thereof that is empowered to acquire and hold real property, thereby	Ting	Watch	This bill passed out of the Assembly Local Government with a vote of 6-2. It will next be heard in the Assembly Housing and Community Development Committee.



	requiring these entities to comply with these requirements for the disposal of surplus land.			
AB 1708	This bill would define "trauma kit" to mean a first aid response kit that contains specified items, including, among other things, at least 2 tourniquets. The bill would require a person or entity that supplies a trauma kit to provide the person or entity that acquires the trauma kit with all information governing the use, installation, operation, training, and maintenance of the trauma kit.	Rodriguez	Watch	This bill passed out of the Assembly Committee on Judiciary with a vote of 9-3. It is currently in Assembly Appropriations Committee.
SB 5	Creates the Affordable Housing and Community Development Investment Program. SB 5 establishes an application process, eligible uses for the funds made available by the bill, a process for distributing funds, project requirements, and accountability measures.	Beall	Watch	Passed out of Senate Housing with a 9-1 vote. Passed out Governance and Finance with a vote of 5-1. It is currently in the Assembly Appropriations Committee.
SB 18	This bill would require the Department of Consumer Affairs to publish on its website and update biannually	Skinner	Watch	Passed out of Senate Housing and will next be heard in Senate Judiciary.
SB 50	Would allow for an increase in building near existing job centers and public transportation and includes certain ministerial protections against displacement for renters and vulnerable communities in those areas. SB-50 is aimed at relieving the acute housing shortage and affordability crisis in California's cities while reducing pressure to build in the wildfire- exposed urban-wildland interface	Wiener	Watch	Passed out of Senate Housing. Will be heard in Governance and Finance on 4/24/19.
SB 58	Would, beginning January 1, 2022, and before January 2, 2027, require the Department of Alcoholic Beverage Control to conduct a pilot program that would authorize the department to issue an additional hours license to an on-sale licensee located in a qualified city which would authorize the selling, giving, or purchasing of alcoholic beverages at the licensed premises between the hours of 2 a.m. and 4 a.m., upon completion of specified requirements by the qualified city in which the licensee is located.	Wiener	Watch	This bill passed out of the Senate Governmental Organization Committee on 3/12/19. It is set to be heard in the Senate Appropriations Committee on 4/22/19.



SB 144	This bill would repeal the authority to collect fees contingent upon a criminal arrest, prosecution, or conviction for the cost of administering the criminal justice system.	Mitchell	Watch	This bill will be heard in Senate Public Safety Committee on 4/23/19.
SB 230	Would require each law enforcement agency to maintain a policy that provides guidelines on the use of force, utilizing deescalation techniques and other alternatives to force when feasible, specific guidelines for the application of deadly force, and factors for evaluating and reviewing all use of force incidents, among other things. The bill would require each agency to make their use of force policy accessible to the public. By imposing additional duties on local agencies, this bill would create a state-mandated local program	Caballero	Watch	Senate Public Safety has not set a hearing date at this time.
SB 280	Repeals obsolete statutes that establish unfunded programs within the California Department of Aging (CDA) and in their place establishes the Dignity at Home and Fall Prevention Program, which requires CDA to provide grants to area agencies on aging (AAAs) for injury prevention services, as specified. It also requires the Department of Housing and Community Development (HCD) to develop and propose for adoption building standards requiring fall prevention structural features in single and multifamily dwellings, as specified.	Jackson	Watch	This bill passed out of the Senate Human Services Committee. It will be heard in the Senate Housing Committee on 4/22/19.
SB 330	This bill, until January 1, 2030, will set standards for local governments to follow where housing need is the greatest.	Skinner	Watch	Passed out of Senate Governance and Finance Committee. It will next be heard in Senate Housing
SB 542	Would provide that in the case of certain state and local firefighting personnel and peace officers, the term "injury" also includes a mental health condition or mental disability that results in a diagnosis of post-traumatic stress or mental health disorder that develops or manifests itself during a period in which the firefighting member or peace officer is in the service of the department or unit.	Stern	Watch	Passed the Senate Labor, Public Employment, and Retirement Committee. Will next be heard in the Senate Appropriations Committee.



SB 625	This bill would allow the ingestion of cannabis products by a passenger in bus, taxicab, or limousine only if there are no passengers under 21 years of age present and the driver is sealed off from the passenger compartment,	Hill	Watch	This bill passed the Senate Transportation Committee unanimously. It will be heard in the Energy, Utilities and Communications Committee on 4/24/19.
SB 725	This bill would require the department to establish a rental housing assistance program to provide financial assistance to veterans seeking rental housing, based on the needs of the veterans	Rubio	Watch	Senate Veteran's Affairs

