



## CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, December 15, 2020

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

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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

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### AGENDA

#### MEETING PARTICIPATION NOTICE

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

#### **BeaumontCa.gov/Livestream**

Public comments will be accepted using the following options.

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

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

## **CLOSED SESSION - 5:00 PM**

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

### **CALL TO ORDER**

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

Public Comments Regarding Closed Session

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

Adjourn to Regular Session

## **REGULAR SESSION - 6:00 PM**

### **CALL TO ORDER**

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

Report out from Closed Session:

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

### **ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE**

### **PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)**

*Any one person may address the City Council on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give it to the City Clerk. There is a three (3) minute time limit on*

public comments. There will be no sharing or passing of time to another person. State Law prohibits the City Council from discussing or taking actions brought up by your comments.

## **CONSENT CALENDAR**

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

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

### **1. Approval of Minutes**

#### **Recommended Action:**

Approve minutes dated:

December 1, 2020

December 7, 2020

### **2. Final Approval of Tract Map No. 31462-21 for SDC Fairway Canyon, LLC Located in the Oak Valley and SCPGA Golf Course Specific Plan**

#### **Recommended Action:**

Approve Tract Map No. 31462-21 as it is in substantial conformance with the approved tentative map and the amended Development Agreement.

### **3. Final Approval of Tract Map No. 31462-22 for SDC Fairway Canyon, LLC Located in the Oak Valley and SCPGA Golf Course Specific Plan**

#### **Recommended Action:**

Approve Tract Map No. 31462-22 as it is in substantial conformance with the approved tentative map and the amended development agreement.

### **4. Accept the Storm Drain Improvements for Parcel Map No. 36426; Authorize the Mayor to Sign the Certificate of Acceptance; and Authorize the City Manager to Exonerate the Associated Performance and Payment Bond Nos. LAIFSU0759859, LAIFSU0742066, and LAIFSU0742060**

#### **Recommended Action:**

Accept the Storm Drain Improvements for Parcel Map No. 36426; Authorize the Mayor to Sign the Certificate of Acceptance; and Authorize the City Manager to Exonerate the Associated Performance and Payment Bond Nos. LAIFSU0759859, LAIFSU0742066, and LAIFSU0742060.

### **5. Adopt Resolution to Acknowledge FY 2019/2020 Health and Safety Code (HSC) 13146.4 Annual Inspection Report of Certain Occupancies Pursuant to Sections HSC 13146.2 and 13146.3**

#### **Recommended Action:**

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont, California, Acknowledging Receipt of a Report Made by the Fire Chief of the Riverside County Fire Department Regarding Compliance with the Annual Inspection of Certain Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code."

**6. Declaration of Surplus Property and Request for Disposal**

**Recommended Action:**

Approve disposal of identified City surplus property.

**7. FY 2021 General Fund and Wastewater Fund Budget to Actual through November 2020**

**Recommended Action:**

Receive and file.

**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. Mayoral Appointments to Various Boards, Commissions and Committees**

**Recommended Action:**

Mayoral appointments of City Council members to various boards, commissions and committees.

**9. Appointments to Planning Commission, Finance and Audit Committee, Economic Development Committee, and Administrative Appeals Board**

**Recommended Action:**

City Council appointment of members to the Planning Commission, Finance and Audit Committee, Economic Development Committee and the Board of Administrative Appeals.

**10. Professional Services Agreement with The Retail Coach for Retail Market Analysis and ongoing Economic Development Support**

**Recommended Action:**

Approve the Professional Services Agreement with The Retail Coach for retail market analysis and ongoing economic development support.

**11. Second Amendment to the Non-Exclusive Lease Agreement with the Boys & Girls Clubs of the San Gorgonio Pass to Lease the Albert A. Chatigny, Sr. Community Recreation Center Located at 1310 East Oak Valley Parkway**

**Recommended Action:**

Approval of the Second Amendment to the non-exclusive lease agreement with the Boys & Girls Clubs of the San Gorgonio Pass and authorize the City Manager to execute the amendment on behalf of the City of Beaumont.

**12. Award of Contract for an Enhanced Wireless Deployment Solution at the Albert A. Chatigny, Sr. Community Recreation Center to ConvergeOne in an Amount Not-to-Exceed \$31,791.81 and Authorize the City Manager to Approve any Change Orders up to \$3,179.**

**Recommended Action:**

Approve the award of contract for an enhanced wireless deployment solution at the Albert A. Chatigny, Sr. Community Recreation Center in the amount of \$31,791.81 with the authorization for the City Manager to approve any change orders up to \$3,179, and

Authorize the City Manager to execute the Agreement on behalf of the City.

**13. Allocation of CFD Administrative Funds (One Time Allocation)/ Creation of Internal Service Funds**

**Recommended Action:**

Approve the creation of internal service funds as follows:

Facility Maintenance/ Replacement Fund,

Vehicle Replacement Fund,

Equipment Replacement Fund, and

Information Technology Equipment Replacement Fund.

Approve the transfer of funds from the CFD Admin Fund to internal service funds as follows:

\$3,500,000 to the Facility Maintenance/ Replacement Fund,

\$1,400,000 to the Vehicle Replacement Fund,

\$600,000 to the Equipment Replacement Fund, and

\$800,000 to the Information Technology Equipment Replacement Fund.

**14. Contract Amendment with Tyler Technologies**

**Recommended Action:**

Approve the attached contract amendment with Tyler Technologies, including the one-time implementation costs of \$31,270 and ongoing annual maintenance costs of \$21,859.

**15. Award a Professional Services Agreement to EXP U.S. Services, Inc. for Professional Engineering Services for the Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019) in an Amount Not to Exceed \$442,214**

**Recommended Action:**

Award a Professional Services Agreement to EXP U.S. Services, Inc. for Professional Engineering Services for the Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019) in an Amount Not to Exceed \$442,214.

**16. Approval of the First Amendment to the Professional Services Agreement with SKM Engineering, LLC for Engineering Design Services of the Programmable Logic Controller (PLC) Upgrade Design for the Various Lift Stations in the Wastewater System in an Amount Not to Exceed \$94,081; Award a Public Works Agreement to Southern Contracting Company for Construction Services for PLC Upgrade Project (CIP 2019-010) in an Amount Not to Exceed \$452,075; and Authorize the City Manager to Sign Change**

**Orders up to an Additional \$45,200 for a Total Not to Exceed Construction Budget of \$591,356**

**Recommended Action:**

Approval of the First Amendment to the Professional Services Agreement with SKM Engineering, LLC for Engineering Design Services of the Programmable Logic Controller (PLC) Upgrade Design for the Various Lift Stations in the Wastewater System in an Amount Not to Exceed \$94,081;

Award a Public Works Agreement to Southern Contracting Company for Construction Services for PLC Upgrade Project (CIP 2019-010) in an Amount Not to Exceed \$452,075; and

Authorize the City Manager to Sign Change Orders up to an Additional \$45,200 for a Total Not to Exceed Construction Budget of \$ 591,356.

**17. Authorize the Mayor to Execute an Agreement for Maintenance of Traffic Signals and Safety Lighting Between the City of Banning and the City of Beaumont**

**Recommended Action:**

Authorize the Mayor to execute an Agreement for Maintenance of traffic signals and safety lighting between the City of Banning and the City of Beaumont.

**18. City Council Approval of Contract Amendment No.1 for Albert A. Webb Associates for the Wastewater Treatment Plan Engineering Services During Construction in an Amount not to Exceed \$487,781**

**Recommended Action:**

Approval of Contract Amendment No.1 for Albert A. Webb Associates for the Wastewater Treatment Plan Engineering Services during construction in an amount not to exceed \$487,781.

**19. Approval of Contract Amendment No.1 for MWH Constructors for the Wastewater Treatment Plant for Construction Management Services During Construction in an Amount Not to Exceed \$300,000**

**Recommended Action:**

Approval of Contract Amendment No.1 for MWH Constructors for the Wastewater Treatment Plan Construction Management Services during construction in an amount not to exceed \$300,000.

**20. City Council Approval of Change Order No. 17 for the Wastewater Treatment Plant Upgrade/Expansion in the Amount Not to Exceed \$159,422.86**

**Recommended Action:**

Approval of Change Order No. 17 for the Wastewater Treatment Plant Upgrade/Expansion in the Amount Not to Exceed \$159,422.86.

**21. City Council Approval of Change Order No. 18 for the Wastewater Treatment Plant Upgrade /Expansion in the Amount Not to Exceed \$1,624,252.52 for the Installation of a New UV system; and Contract Amendment No. 2 with Albert A. Webb Associates for the Design Services Related to the UV System in an Amount Not to Exceed \$164,316**

**Recommended Action:**

Approval of Change Order No. 18 for the Wastewater Treatment Plant Upgrade/Expansion for the installation of a new UV system in the amount not to exceed \$1,624,252.52 and approve the Contract Amendment No. 2 for Albert A. Webb Associates for the design services related in an amount not to exceed \$164,316.

**22. Receive an Update Regarding the Existing COVID-19 Pandemic and Provide Direction to Staff**

**Recommended Action:**

City staff recommends that the City Council establish protocols for City officials who attend public meetings in person and appoint two members as a COVID-19 subcommittee to provide direction to the City manager for necessary policy and operational adjustments relative to changing State and Federal COVID-19 orders and requirements.

**23. Approval of City Attorney Invoices for the Month of November**

**Recommended Action:**

Approve invoices in the amount of \$45,469.55

**LEGISLATIVE UPDATES AND DISCUSSION**

**24. Townsend Legislative Update**

**COUNCIL REPORTS**

- Santos
- Fenn
- Martinez
- White
- Lara

**ECONOMIC DEVELOPMENT UPDATE**

Economic Development Committee Report Out and City Council Direction

**CITY TREASURER REPORT**

Finance and Audit Committee Report Out and City Council Direction

**CITY CLERK REPORT**

**CITY ATTORNEY REPORT**

**CITY MANAGER REPORT**

## **FUTURE AGENDA ITEMS**

### **ADJOURNMENT**

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, January 5 2021, 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](http://www.BeaumontCa.gov)



## CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, December 01, 2020

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### MINUTES

#### CLOSED SESSION - 5:00 PM

#### CALL TO ORDER at 5:00 p.m.

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

Public Comments Regarding Closed Session

#### No speakers

1. Conference with Legal Counsel Regarding Pending and Potential Litigation Pursuant to Government Code Section 54956.9(d)(1), (2) and/or (3): One case: Talley/Aguirre v City of Beaumont

**No reportable action.**

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

**No reportable action.**

3. Conference with Legal Counsel-Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(2)and/or(3): One Potential Case

**No reportable action.**

Adjourn to Regular Session

**REGULAR SESSION - 6:00 PM**

**CALL TO ORDER at 6:57 p.m.**

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

Report out from Closed Session: *see above*  
Action on any Closed Session items: **None**  
Action of any requests for Excused Absence: **None**  
Pledge of Allegiance  
Approval / Adjustments to the Agenda: **None**  
Conflict of Interest Disclosure: **None**

**ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE**

**Recognition of Council Member Nancy Carroll.**

**PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)**

*T. Medina - Expressed concerns regarding street grading near his property and the erosion it may cause.*

**CONSENT CALENDAR**

*Items on the consent calendar are taken as one action item unless an item is pulled for further discussion here or at the end of action items.  
Approval of all Ordinances and Resolutions to be read by title only.*

- 1. Approval of Minutes

**Recommended Action:**

Approve Minutes dated November 17, 2020.

- 2. Accept the Sewer Improvements for Starlight Avenue (from SCE Easement to Cougar Way), Accept the Sewer Improvements for Tract Nos. 31470-2, 34862-1, and 34862; Authorize the Mayor to Sign the Certificate of Acceptance; and Authorize the City Manager to Exonerate the Associated Maintenance Bond Nos. 929598664-M, 929598682-M, 929598692-M and 8887115

**Recommended Action:**

Accept the Sewer Improvements for Starlight Avenue (from SCE Easement to Cougar Way), Accept the Sewer Improvements for Tract Nos. 31470-2, 34862-1, and 34862; Authorize the Mayor to sign the Certificate of Acceptance; and Authorize the City Manager to Exonerate the Associated Maintenance Bond Nos. 929598664-M, 929598682-M, 929598692-M and 8887115.

3. Annual Compliance Report for AB 1600 Development Impact Fees

**Recommended Action:**

Receive and file the AB 1600 report on development impact fee activity that occurred during the period July 1, 2019 through June 30, 2020.

4. Second Reading and Adoption of an Ordinance to Adopt the General Plan Update, the Revised Zoning Ordinance and Zoning Map

**Recommended Action:**

Waive the second reading and adopt by title only, "An Ordinance of the City of Beaumont, California Adopting the Comprehensive General Plan Update, Zoning Code Amendments and Zoning Map encompassing the entire City."

**Motion by Mayor Pro Tem Lara**

**Second by Council Member Carroll**

**To approve the Consent Calendar.**

**Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Santos**

**Approved by a unanimous vote.**

**PUBLIC HEARINGS**

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

5. Hold a Public Hearing and Authorize CDBG Funding Requests for 2021-2022 Program Year

**Public Hearing opened at 7:18 p.m.**

***M. Grisham*** - *Representing the Boys and Girls Club of the San Geronio Pass submitted a written comment supporting the request of a grant in the amount of \$20,000.*

**Public Hearing closed at 7:23 p.m.**

**Motion by Council Member Martinez**

**Second by Mayor Pro Tem Lara**

**To approve and authorize staff to submit a CDBG application for the Boys & Girls Club of the San Geronio Pass program request of \$20,000 subject to the conditions of the CDBG program provided by Riverside County EDA, and approve and authorize staff to submit a CDBG application for the City of Beaumont street, sidewalk and ADA ramp improvements, and additionally, give authority to the City Manager to reduce or increase the amount funded to the projects based on the amount of funding available to the City of Beaumont.**

**Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Santos**

**Approved by a unanimous vote.**

**ACTION ITEMS**

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

- 6. First Amendment to the Agreement for Maintenance Services with Jan-Pro of Ontario, Inc., for Custodial Services

**Motion by Mayor Pro Tem Lara**

**Second by Mayor Santos**

**To approve the first amendment to the Agreement for Maintenance Services with Jan-Pro of Ontario, Inc. and authorize the City Manager to execute the amendment on behalf of the City.**

**Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Santos**

**Approved by a unanimous vote.**

- 7. Ratification of Contract Award to Weaver Grading, Inc., for Emergency Debris Removal from Marshal Creek Storm Drain

**Motion by Mayor Pro Tem Lara**

**Second by Council Member White**

**To ratify a Public Works Agreement for emergency maintenance services for clearing debris and material built up under Marshal Creek storm drains at Cougar Way to Weaver Grading, Inc., in an amount not-to-exceed \$100,000 and ratify the City Manager's execution of the agreement on behalf of the City.**

**Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Santos**

**Approved by a unanimous vote.**

- 8. Authorize the City Manager to Execute a Memorandum of Understanding between the City of Banning, the City of Beaumont, and the California Department of Transportation for Coordinated Operation of Traffic Signals on Highland Springs Avenue

**Motion by Mayor Pro Tem Lara**

**Second by Council Member Carroll**

**To authorize the City Manager to execute a Memorandum of Understanding between the City of Banning, the City of Beaumont, and the California Department of Transportation for coordinated operation of traffic signals on Highland Springs Avenue.**

**Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Santos**

**Approved by a unanimous vote.**

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

**Motion by Council Member White**

**Second by Mayor Pro Tem Lara**

**To extend Contract with Dudek, Inc., for the 2021 Maximum Benefit Report for groundwater and surface water monitoring in the amount not to exceed \$52,754.**

**Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Santos**

**Approved by a unanimous vote.**

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

**Motion by Mayor Pro Tem Lara**

**Second by Council Member White**

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

**Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Santos**

**Approved by a unanimous vote.**

## **LEGISLATIVE UPDATES AND DISCUSSION**

### **COUNCIL REPORTS**

**Carroll** - *will be attending an RTA meeting and discussed the upcoming topics. Thanked Council for their sentiments.*

**Lara** - *thanked staff for their hard work with the delivery of Thanksgiving meals. Thanked Nancy Carroll.*

**Martinez** - *Thanked Community Services and Nancy Carroll.*

**Santos** - *Thanked Nancy Carroll.*

**White** - *Will be participating in the judging of the Christmas light contest and thanked Nancy Carroll.*

**ECONOMIC DEVELOPMENT UPDATE**

Economic Development Committee Report Out and City Council Direction

**CITY TREASURER REPORT**

Finance and Audit Committee Report Out and City Council Direction

**CITY CLERK REPORT**

**CITY ATTORNEY REPORT**

**CITY MANAGER REPORT**

11. Department Project Updates

**FUTURE AGENDA ITEMS**

**ADJOURNMENT at 8:30 p.m.**



## CITY COUNCIL SPECIAL MEETING

550 E. 6th Street, Beaumont, CA

Monday, December 07, 2020

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

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### MINUTES

#### REGULAR SESSION - 6:00 PM

#### CALL TO ORDER at 6:01 p.m.

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

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

Pledge of Allegiance

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

Conflict of Interest Disclosure: **None**

#### PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

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

**No speakers.**

#### ACTION ITEMS

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

1. Adoption of Resolution Declaring the Result of General Municipal Election Held on November 3, 2020

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

**To Certify the given election results and waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont, California, Reciting the Fact of the General Municipal Election Held in Said City on November 3, 2020, Declaring the Result Thereof and Such Other Matters as are Provided by Law.”**

**Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Santos**

**Approved by a unanimous vote.**

2. Administration of Oath of Office

**City Clerk administered an Oath of Office to elected Council Members, Julio Martinez and David Fenn.**

3. Recognition of Current Mayor, Rey Santos

4. Reorganization of City Council, Selection of Mayor and Mayor Pro Tempore

**Motion by Council Member White  
Second by Council Member Martinez**

**To select Mike Lara as the Mayor.**

**Ayes: Council Member White, Council Member Martinez, Council Member Fenn, Mayor Santos**

**Approved by a unanimous vote.**

**Motion by Mayor Lara  
Second by Council Member Fenn**

**To select Lloyd White as the Mayor Pro Tem**

**Ayes: Council Member White, Council Member Martinez, Council Member Fenn, Mayor Santos**

**Approved by a unanimous vote.**

5. List of External Boards and Committees for Mayoral Appointment at December 15, 2020, City Council Meeting

**ADJOURNMENT at 6:29 p.m.**



## Staff Report

**TO:** City Council  
**FROM:** Jeff Hart, Public Works Director  
**DATE:** December 15, 2020  
**SUBJECT:** Final Approval of Tract Map No. 31462-21 for SDC Fairway Canyon, LLC Located in the Oak Valley and SCPGA Golf Course Specific Plan

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### Background and Analysis:

As part of the development process to subdivide a parcel(s) in accordance with the Subdivision Map Act, a tentative map is reviewed and approved by the Planning Commission and City Council. During the review process, City staff reviews conditions of approval provided by all City departments and prepares final conditions to be issued with the tentative map approval. Once a tentative map is approved by City Council and conditions have been satisfied, final approval by City Council is required to complete the subdivision process.

On October 7, 2003, City Council approved Tentative Map No. 31462 subject to the completion of the conditions of approval. Tentative Tract No. 31462 proposes to subdivide 960.91 acres into 3,300 single family residences, apartments, and townhomes, with a series of parks, open space, school sites and commercial and recreation areas. Tentative Map No. 31462 comprises a majority of the adopted Oak Valley and SCPGA Golf Course Specific Plan. Refer to Figure 1 for Tentative Map No. 31462 layout.

Tract Map No. 31462-21 (Tract) is a phased portion of Tentative Tract Map No. 31462 and is within Planning Areas (PA) 18, 22, 26A, and 26C of the Oak Valley and SCPGA Golf Course Specific Plan. The Tract consist of 176 total lots with 167 residential lots (Planning Area 26A). Lot 176 is west of Tukwet Canyon Parkway and is anticipated to be further subdivided (Planning Area 18 and 22). Lot 174 is east of Tukwet Canyon Parkway and is proposed to be subdivided as Tract Map No. 31462-22 (Planning Area 26C). Refer to Figure 2 for Tract Map No. 31462-21 Boundary and overall layout.



Per Beaumont Municipal Code 16.36.080, The City Engineer has certified that:

- A. *He has examined the map.*
- B. *The land division as shown is substantially the same as it appeared on the tentative map and any approved alterations thereof.*
- C. *All provisions of the Subdivision Map Act and all City ordinances applicable at the time of approval of the tentative map have been complied with.*
- D. *He is satisfied that the map is technically correct.*
- E. *In the City Surveyors certificate, the date of approval of the tentative map and the date of expiration is stated.*

Subsequently, City staff recommends the Tract be approved pursuant to Section 16.36.090 of the Beaumont Municipal Code. However, if the City Council determines that the Tract does not conform to all the requirements of the Subdivision Map Act, amended Development Agreement and, Beaumont Municipal Code applicable of the tentative map and any rulings made thereunder may disapprove the map; provided that the final map shall not be disapproved due to technical or inadvertent errors which can easily be corrected and, in the opinion of the City Engineer, do not materially affect the validity of the map.

There are several public improvements required as conditions for the development of this Tract, including: storm drain, street, and sewer improvements. As of the date of this report, no public improvements have been completed. Therefore, in accordance with the Subdivision Map Act and Beaumont Municipal Code 16.56.010, the developer has entered into an agreement with the City to complete the improvements and in connection therewith has furnished the City improvement security in the amounts required by Section 16.56.040 of said Beaumont Municipal Code.

In addition to the public improvements, there are several survey monuments required to be set as part of this Tract. The Subdivision Map Act requires that at least one exterior boundary line of the land being subdivided be adequately monumented or referenced before the map is recorded. The developer has certified that all exterior boundary lines are monumented as of September 8, 2020. Furthermore, the Subdivision Map Act and Beaumont Municipal Code 16.36.100 states that interior monuments need not be set at the time the map is recorded, if the engineer or surveyor certifies on the map that the monuments will be set on or before a specified later date, and if the developer furnishes security guaranteeing the payment of the cost of setting such monuments.

The developer has previously provided security agreements and security in the form of bonds for all public improvements and interior monuments. The following table is a summary of the improvements and corresponding bonds.

Table 1. Tract Map No. 31462-21 Bond Summary	
<b>Improvement</b>	
Street	Previously Approved by Council on November 17, 2020
Storm Drain	Previously Approved by Council on November 17, 2020
Sewer	Previously Approved by Council on October 6, 2020
Interior Monuments	Previously Approved by Council on November 17, 2020

**Fiscal Impact:**

The cost to prepare this staff report is estimated at \$680.

**Recommended Action:**

Approve Tract Map No. 31462-21 as it is in substantial conformance with the approved tentative map and the amended Development Agreement.

**Attachments:**

- A. Tract Map No. 31462-21





**EASEMENT NOTES:**

- 1 - A 104' WIDE EASEMENT FOR PUBLIC ROAD, UTILITIES, AND DRAINAGE PURPOSES, IN FAVOR OF THE COUNTY OF RIVERSIDE, RECORDED JUNE 2, 1989, AS INSTRUMENT NO. 241545, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
- 2 - AN EASEMENT FOR FLIGHT AND IMPACT OF ERMAT GOLF BALLS AS RECORDED DECEMBER 28, 2000, AS INSTRUMENT NO. 2000-516796 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, "BLANKET EASEMENT"

**TRACT MAP NO. 31462-21**

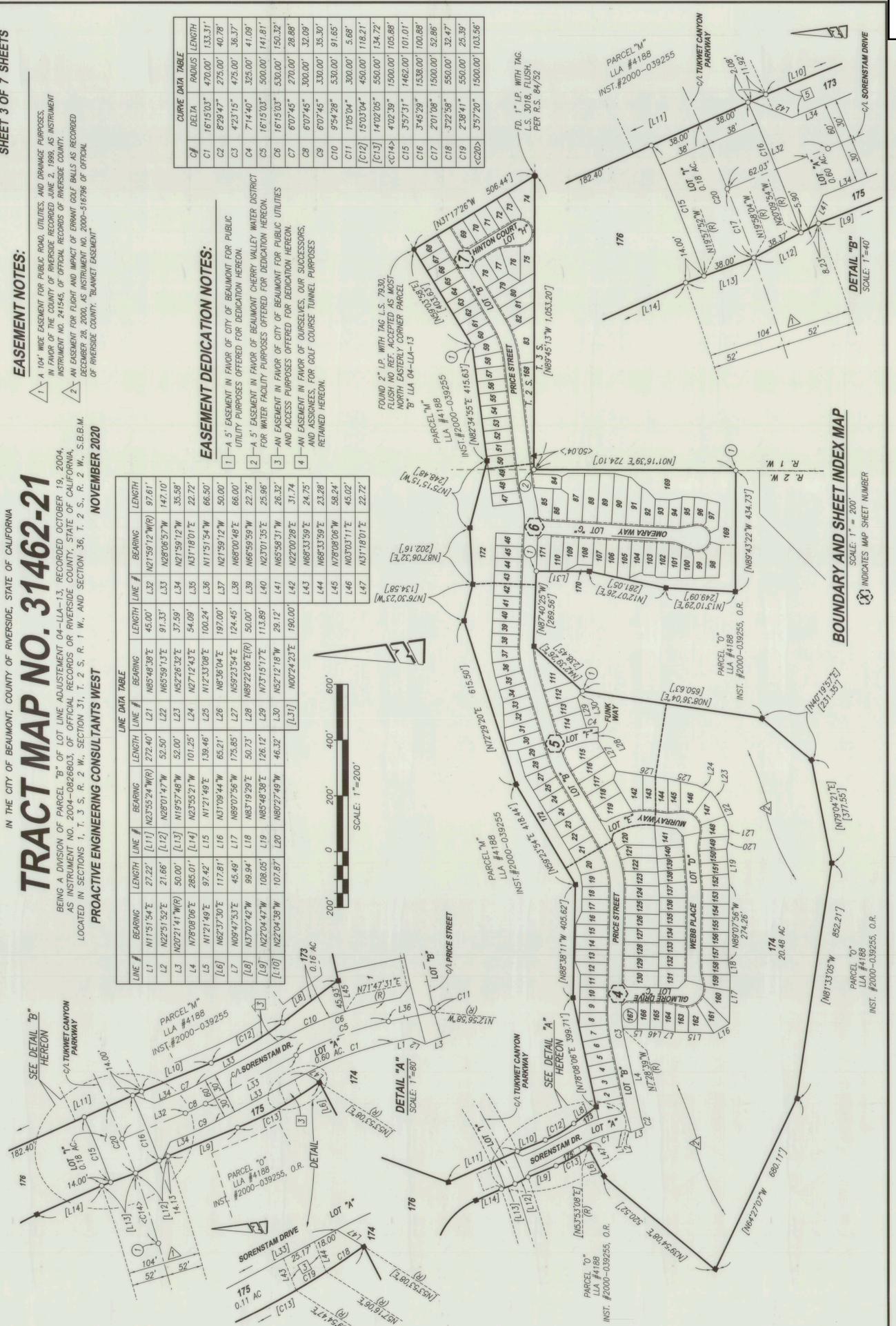
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
 BEING A DIVISION OF PARCEL "B" OF LOT LINE ADJUSTMENT 04-LLA-13, RECORDED OCTOBER 19, 2004, AS INSTRUMENT NO. 2004-0828603, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTIONS 1, 2, 3, S. R. 2 W., SECTION 31, T. 2 S., R. 2 W., S.B.B.M.  
**PROACTIVE ENGINEERING CONSULTANTS WEST**  
 NOVEMBER 2020

LINE DATA TABLE								
LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH	LINE #	BEARING	LENGTH
L1	N1°51'54"E	27.22'	L11	N2°35'52"W	272.40'	L21	N85°48'38"E	45.00'
L2	N2°25'52"E	21.86'	L12	N2°01'47"W	52.50'	L22	N65°59'13"E	91.33'
L3	N2°02'41"W	50.00'	L13	N1°57'48"W	52.00'	L23	N52°26'32"E	37.59'
L4	N7°08'06"E	285.01'	L14	N2°35'21"W	101.25'	L24	N2°12'43"E	54.09'
L5	N1°21'49"E	97.42'	L15	N1°21'49"E	139.46'	L25	N12°13'08"E	100.24'
L6	N62°37'30"E	117.81'	L16	N3°10'44"W	65.21'	L26	N9°36'04"E	197.00'
L7	N89°47'53"E	45.49'	L17	N89°07'56"W	175.85'	L27	N67°00'48"E	66.00'
L8	N3°70'42"W	99.94'	L18	N83°19'29"E	50.73'	L28	N89°22'06"E	50.00'
L9	N2°20'44"W	108.05'	L19	N85°48'58"E	128.12'	L29	N7°15'17"E	113.89'
L10	N2°20'38"W	107.87'	L20	N80°27'49"W	46.32'	L30	N32°12'18"W	29.12'
			L31	N00°24'23"E	190.00'	L43	N68°33'59"E	24.75'
						L44	N68°33'59"E	23.28'
						L45	N78°08'06"W	58.24'
						L46	N03°03'11"E	45.02'
						L47	N37°18'01"E	22.72'

**EASEMENT DEDICATION NOTES:**

- 1 - A 5' EASEMENT IN FAVOR OF CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES OFFERED FOR DEDICATION HEREON.
- 2 - A 5' EASEMENT IN FAVOR OF BEAUMONT CHERRY VALLEY WATER DISTRICT FOR WATER FACILITY PURPOSES OFFERED FOR DEDICATION HEREON.
- 3 - AN EASEMENT IN FAVOR OF CITY OF BEAUMONT FOR PUBLIC UTILITIES AND ACCESS PURPOSES OFFERED FOR DEDICATION HEREON.
- 4 - AN EASEMENT IN FAVOR OF OURSELVES, OUR SUCCESSORS, AND ASSIGNEES, FOR GOLF COURSE TUNNEL PURPOSES, RETAINED HEREON.

CA	DELTA	BAUOUS	LENGTH
C1	16°15'03"	470.00'	133.31'
C2	87°29'47"	275.00'	40.78'
C3	4°23'15"	475.00'	36.37'
C4	7°14'40"	325.00'	41.09'
C5	16°15'03"	500.00'	141.81'
C6	16°15'03"	530.00'	150.32'
C7	6°07'45"	270.00'	28.88'
C8	6°07'45"	300.00'	32.09'
C9	6°07'45"	330.00'	35.30'
C10	9°54'28"	530.00'	91.65'
C11	1°05'04"	300.00'	5.88'
C12	15°03'04"	460.00'	116.21'
C13	14°02'09"	1500.00'	134.72'
C14	4°02'09"	1500.00'	105.88'
C15	3°57'31"	1462.00'	101.01'
C16	3°45'29"	1538.00'	100.88'
C17	2°01'08"	1500.00'	52.86'
C18	3°22'56"	550.00'	32.47'
C19	2°39'41"	550.00'	25.39'
C20	3°57'20"	1500.00'	102.56'



**BOUNDARY AND SHEET INDEX MAP**

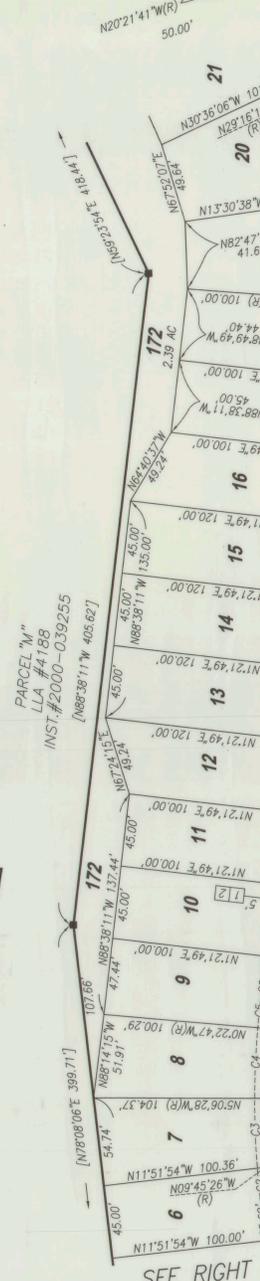
SCALE: 1" = 200'  
 INDICATES MAP SHEET NUMBER

SHEET 4 OF 7 SHEETS

# TRACT MAP NO. 31462-21

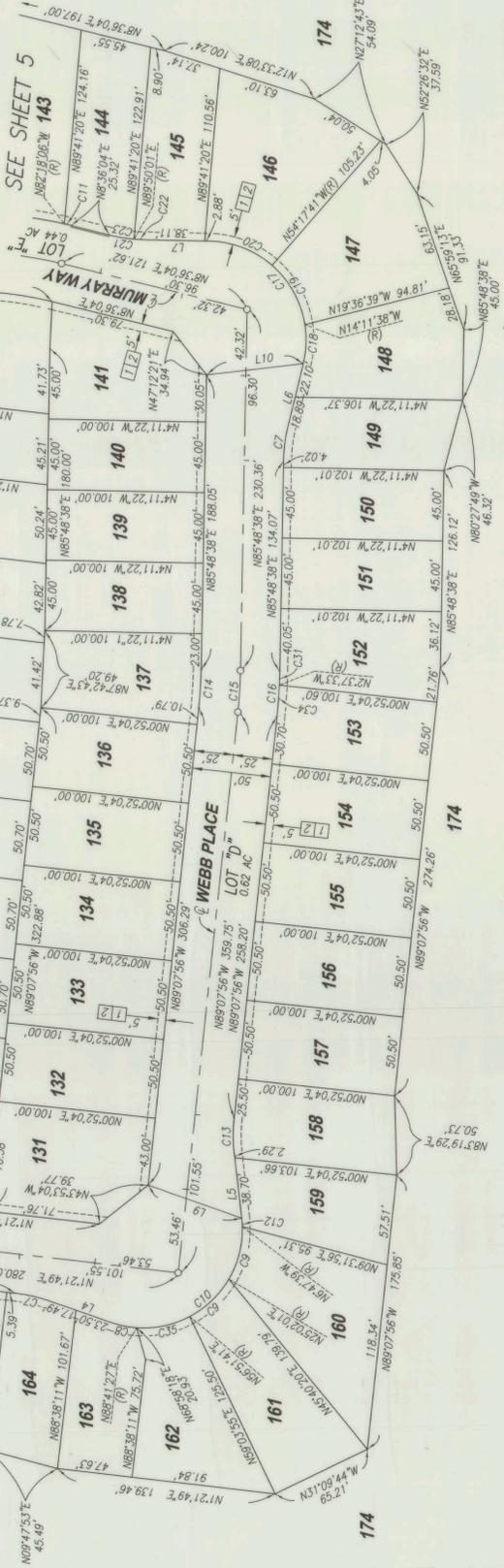
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
BEING A DIVISION OF PARCEL "B" OF LOT LINE ADJUSTMENT 04-LA-13, RECORDED OCTOBER 19, 2004,  
AS INSTRUMENT NO. 2004-0826803, OF OFFICIAL RECORDS OR RIVERSIDE COUNTY, STATE OF CALIFORNIA,  
LOCATED IN SECTIONS 1, T. 3 S., R. 2 W., SECTION 36, T. 2 S., R. 2 W., S.B.B.M.  
PROACTIVE ENGINEERING CONSULTANTS WEST  
NOVEMBER 2020

SEE SHEET 2 AND 3 FOR SURVEYOR'S NOTES,  
BASIS OF BEARING, EASEMENT DEDICATION NOTES,  
AND EASEMENT NOTES.



C#	LENGTH	RADIUS	DELTA	TANGENT
C1	56.67	530.00	6.2035	29.37
C2	19.31	525.00	2.0628	9.66
C3	42.60	525.00	4.3857	21.31
C4	43.32	525.00	4.4341	21.67
C5	15.97	525.00	1.4436	7.99
C6	73.29	475.00	8.5027	36.72
C7	22.73	103.00	12.3844	11.41
C8	16.84	63.00	15.1906	8.47
C9	35.00	63.00	31.4940	17.96
C10	127.31	63.00	115.4713	100.41
C11	4.38	275.00	0.5410	2.17
C12	4.54	63.00	4.9901	2.74
C13	24.27	275.00	5.0326	12.15
C14	24.27	275.00	5.0326	12.15
C15	26.48	300.00	5.0326	13.25
C16	26.69	325.00	5.0326	14.35
C17	112.71	63.00	102.3002	78.50
C18	24.91	63.00	22.3901	12.82
C19	44.09	63.00	40.0602	22.89
C20	43.71	63.00	39.4459	22.77
C21	22.73	103.00	12.3844	11.41
C22	6.97	103.00	3.5241	3.49
C23	15.76	103.00	8.4603	7.90
C24	37.99	340.00	6.2404	19.01
C25	40.00	340.00	6.4428	20.02
C26	50.81	340.00	8.3346	25.45
C27	15.94	340.00	2.4112	7.97
C28	11.53	290.00	2.1642	5.77
C29	63.75	290.00	12.3545	38.01
C30	79.77	290.00	15.4536	40.14
C31	8.87	325.00	1.3349	4.43
C32	5.68	300.00	1.0504	2.84
C33	38.81	300.00	7.2443	19.43
C34	19.82	325.00	3.2937	9.91
C35	35.00	63.00	31.4940	17.96
C36	36.37	475.00	4.3115	18.30
C37	121.21	525.00	131.1343	60.88
C38	115.44	500.00	131.1343	57.98
C39	109.67	475.00	131.1343	55.08

LINE #	LENGTH	BEARING
L1	9.00	N88°38'11"W
L2	25.46	N45°21'49"E
L3	25.45	N45°21'49"E
L4	40.99	N14°00'33"E
L5	40.99	N78°13'20"E
L6	40.99	N81°32'38"E
L7	40.99	N1°02'40"W
L8	87.41	N75°47'47"E
L9	63.15	N14°05'50"E
L10	82.07	N12°04'14"W



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

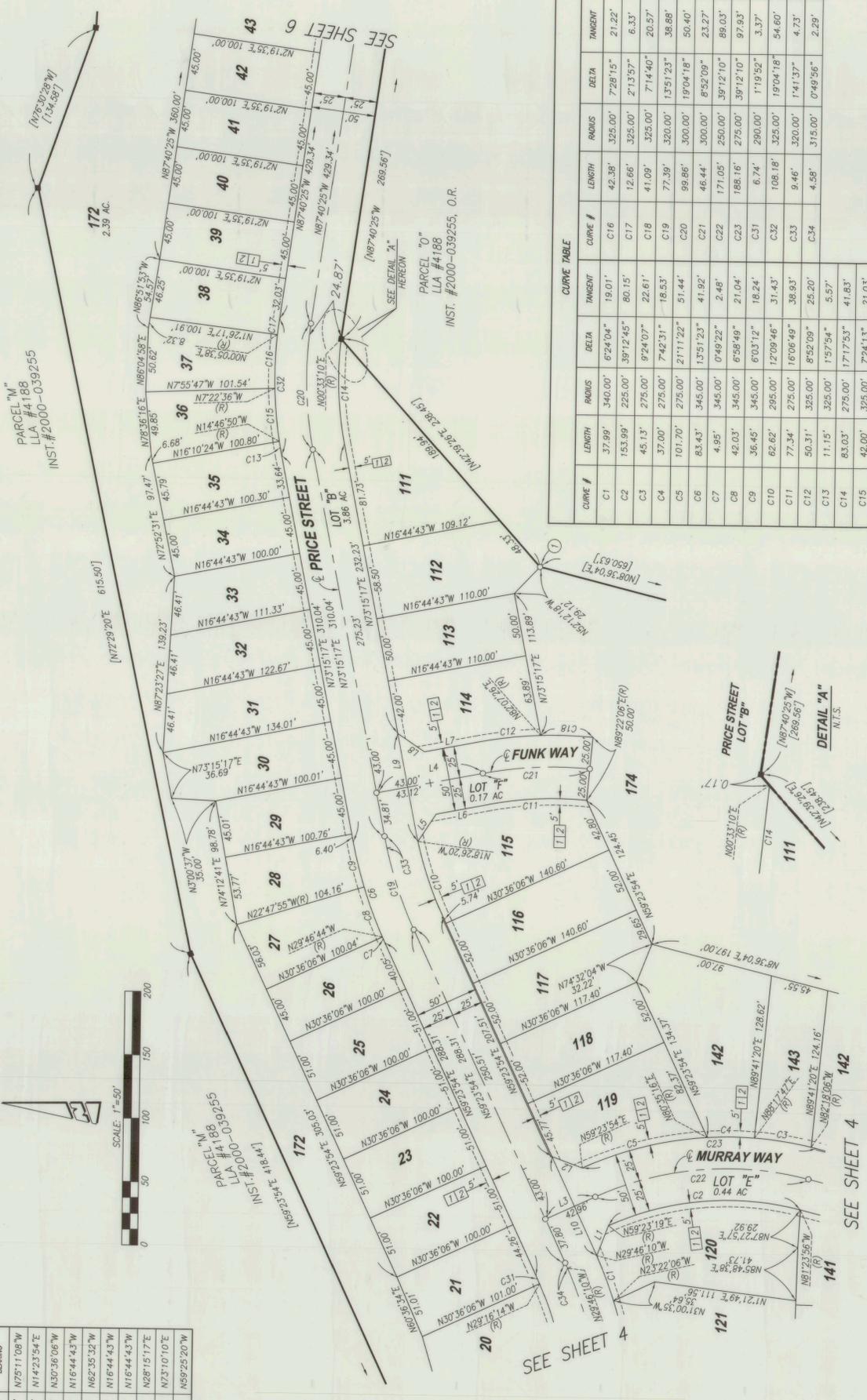
# TRACT MAP NO. 31462-21

BEING A DIVISION OF PARCEL "B" OF LOT LINE ADJUSTMENT 04-LLA-13, RECORDED OCTOBER 19, 2004, AS INSTRUMENT NO. 2004-0826803, OF OFFICIAL RECORDS OR RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTIONS 1, T. 3 S. R. 2 W., SECTION 31, T. 2 S., R. 2 W., S.B.B.M.

PROACTIVE ENGINEERING CONSULTANTS WEST

NOVEMBER 2020

LINE #	LENGTH	BEARING
L1	25.27'	N75°11'08"W
L2	25.46'	N14°23'54"E
L3	43.00'	N30°36'06"W
L4	84.89'	N16°44'43"W
L5	25.83'	N62°35'32"W
L6	41.77'	N16°44'43"W
L7	41.89'	N16°44'43"W
L8	25.46'	N28°15'17"E
L9	86.53'	N73°10'10"E
L10	87.54'	N59°25'20"W



CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	37.99'	340.00'	6°24'04"	19.01'	C16	42.38'	325.00'	7°28'15"	21.22'
C2	153.99'	225.00'	39°12'45"	80.15'	C17	12.66'	325.00'	2°13'57"	6.33'
C3	45.13'	275.00'	9°24'07"	22.61'	C18	41.09'	325.00'	7°14'40"	20.57'
C4	37.00'	275.00'	7°42'31"	18.53'	C19	77.39'	320.00'	13°51'23"	38.88'
C5	101.70'	275.00'	21°11'22"	51.44'	C20	99.86'	300.00'	19°04'18"	50.40'
C6	83.43'	345.00'	13°51'23"	41.92'	C21	46.44'	300.00'	8°52'09"	23.27'
C7	4.95'	345.00'	0°49'22"	2.48'	C22	171.05'	250.00'	39°12'10"	89.03'
C8	42.03'	345.00'	6°58'49"	21.04'	C23	186.16'	275.00'	39°12'10"	97.93'
C9	36.45'	345.00'	6°03'12"	18.24'	C31	6.74'	290.00'	1°19'52"	3.37'
C10	82.82'	295.00'	12°09'46"	38.93'	C32	108.18'	325.00'	19°04'18"	54.60'
C11	77.34'	275.00'	16°06'49"	38.93'	C33	9.46'	320.00'	1°41'37"	4.73'
C12	50.31'	325.00'	8°52'09"	25.20'	C34	4.58'	315.00'	0°49'56"	2.29'
C13	11.15'	325.00'	1°57'54"	5.57'					
C14	83.03'	275.00'	17°17'53"	41.83'					
C15	42.00'	325.00'	7°24'13"	21.03'					

SEE SHEET 2 AND 3 FOR SURVEYOR'S NOTES, BASIS OF BEARING, EASEMENT DEDICATION NOTES, AND EASEMENT NOTES.

SEE SHEET 4

SEE SHEET 4

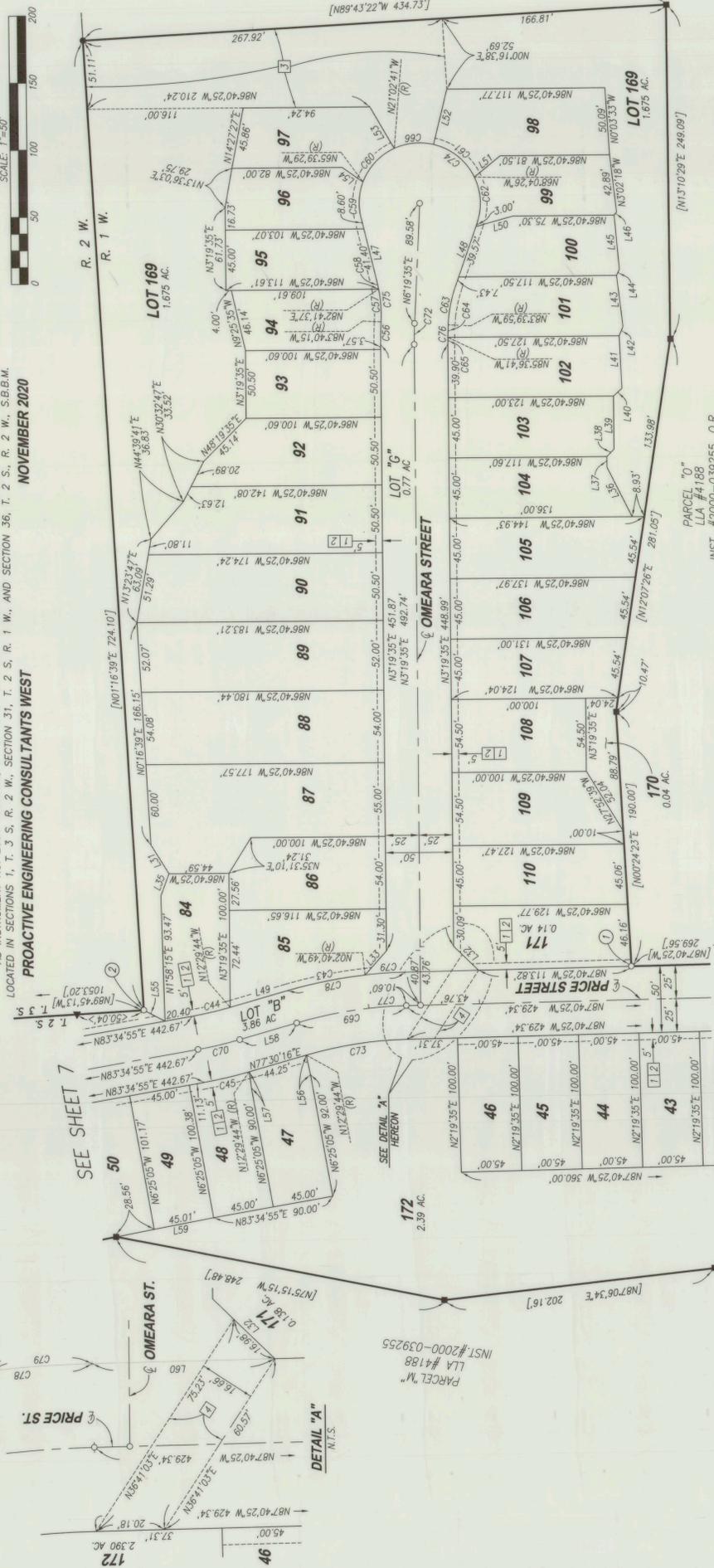
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT MAP NO. 31462-21

BEING A DIVISION OF PARCEL "B" OF LOT LINE ADJUSTMENT 04-LA-13, RECORDED OCTOBER 19, 2004, AS INSTRUMENT NO. 2004-0826603, OF OFFICIAL RECORDS OR RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTIONS 1, T. 2 S., R. 2 W., SECTION 31, T. 2 S., R. 1 W., AND SECTION 36, T. 2 S., R. 2 W., S.B.M.M. NOVEMBER 2020

PROACTIVE ENGINEERING CONSULTANTS WEST

SEE SHEET 2 AND 3 FOR SURVEYOR'S NOTES, BASIS OF BEARING, EASEMENT DEDICATION NOTES, AND EASEMENT NOTES.



SEE SHEET 5

LINE #	LENGTH	BEARING
L41	39.24'	N07°31'10"E
L42	7.50'	N25°59'20"E
L43	36.05'	N28°28'34"W
L44	19.13'	N51°13'32"W
L45	17.72'	N58°43'12"W
L46	14.90'	N81°12'26"W
L47	12.22'	N25°26'26"W
L48	44.25'	N77°30'16"E
L49	73.56'	N82°35'02"E
L50	54.36'	N87°40'25"W

LINE #	LENGTH	BEARING
L51	25.00'	N54°17'13"E
L52	42.48'	N17°08'39"E(R)
L53	36.05'	N28°28'34"W
L54	19.13'	N51°13'32"W
L55	17.72'	N58°43'12"W
L56	14.90'	N81°12'26"W
L57	12.22'	N25°26'26"W
L58	44.25'	N77°30'16"E
L59	73.56'	N82°35'02"E
L60	54.36'	N87°40'25"W

LINE #	LENGTH	BEARING
L61	45.00'	N27°19'35"E
L62	45.00'	N27°19'35"E
L63	45.00'	N27°19'35"E
L64	45.00'	N27°19'35"E
L65	45.00'	N27°19'35"E
L66	45.00'	N27°19'35"E
L67	45.00'	N27°19'35"E
L68	45.00'	N27°19'35"E
L69	45.00'	N27°19'35"E
L70	45.00'	N27°19'35"E
L71	45.00'	N27°19'35"E
L72	45.00'	N27°19'35"E
L73	45.00'	N27°19'35"E
L74	45.00'	N27°19'35"E
L75	45.00'	N27°19'35"E
L76	45.00'	N27°19'35"E
L77	45.00'	N27°19'35"E
L78	45.00'	N27°19'35"E
L79	45.00'	N27°19'35"E
L80	45.00'	N27°19'35"E
L81	45.00'	N27°19'35"E
L82	45.00'	N27°19'35"E
L83	45.00'	N27°19'35"E
L84	45.00'	N27°19'35"E
L85	45.00'	N27°19'35"E
L86	45.00'	N27°19'35"E
L87	45.00'	N27°19'35"E
L88	45.00'	N27°19'35"E
L89	45.00'	N27°19'35"E
L90	45.00'	N27°19'35"E
L91	45.00'	N27°19'35"E
L92	45.00'	N27°19'35"E
L93	45.00'	N27°19'35"E
L94	45.00'	N27°19'35"E
L95	45.00'	N27°19'35"E
L96	45.00'	N27°19'35"E
L97	45.00'	N27°19'35"E
L98	45.00'	N27°19'35"E
L99	45.00'	N27°19'35"E
L100	45.00'	N27°19'35"E
L101	45.00'	N27°19'35"E
L102	45.00'	N27°19'35"E
L103	45.00'	N27°19'35"E
L104	45.00'	N27°19'35"E
L105	45.00'	N27°19'35"E
L106	45.00'	N27°19'35"E
L107	45.00'	N27°19'35"E
L108	45.00'	N27°19'35"E
L109	45.00'	N27°19'35"E
L110	45.00'	N27°19'35"E
L111	45.00'	N27°19'35"E
L112	45.00'	N27°19'35"E
L113	45.00'	N27°19'35"E
L114	45.00'	N27°19'35"E
L115	45.00'	N27°19'35"E
L116	45.00'	N27°19'35"E
L117	45.00'	N27°19'35"E
L118	45.00'	N27°19'35"E
L119	45.00'	N27°19'35"E
L120	45.00'	N27°19'35"E
L121	45.00'	N27°19'35"E
L122	45.00'	N27°19'35"E
L123	45.00'	N27°19'35"E
L124	45.00'	N27°19'35"E
L125	45.00'	N27°19'35"E
L126	45.00'	N27°19'35"E
L127	45.00'	N27°19'35"E
L128	45.00'	N27°19'35"E
L129	45.00'	N27°19'35"E
L130	45.00'	N27°19'35"E
L131	45.00'	N27°19'35"E
L132	45.00'	N27°19'35"E
L133	45.00'	N27°19'35"E
L134	45.00'	N27°19'35"E
L135	45.00'	N27°19'35"E
L136	45.00'	N27°19'35"E
L137	45.00'	N27°19'35"E
L138	45.00'	N27°19'35"E
L139	45.00'	N27°19'35"E
L140	45.00'	N27°19'35"E
L141	45.00'	N27°19'35"E
L142	45.00'	N27°19'35"E
L143	45.00'	N27°19'35"E
L144	45.00'	N27°19'35"E
L145	45.00'	N27°19'35"E
L146	45.00'	N27°19'35"E
L147	45.00'	N27°19'35"E
L148	45.00'	N27°19'35"E
L149	45.00'	N27°19'35"E
L150	45.00'	N27°19'35"E
L151	45.00'	N27°19'35"E
L152	45.00'	N27°19'35"E
L153	45.00'	N27°19'35"E
L154	45.00'	N27°19'35"E
L155	45.00'	N27°19'35"E
L156	45.00'	N27°19'35"E
L157	45.00'	N27°19'35"E
L158	45.00'	N27°19'35"E
L159	45.00'	N27°19'35"E
L160	45.00'	N27°19'35"E
L161	45.00'	N27°19'35"E
L162	45.00'	N27°19'35"E
L163	45.00'	N27°19'35"E
L164	45.00'	N27°19'35"E
L165	45.00'	N27°19'35"E
L166	45.00'	N27°19'35"E
L167	45.00'	N27°19'35"E
L168	45.00'	N27°19'35"E
L169	45.00'	N27°19'35"E
L170	45.00'	N27°19'35"E
L171	45.00'	N27°19'35"E
L172	45.00'	N27°19'35"E
L173	45.00'	N27°19'35"E
L174	45.00'	N27°19'35"E
L175	45.00'	N27°19'35"E
L176	45.00'	N27°19'35"E
L177	45.00'	N27°19'35"E

CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C43	59.10'	345.00'	9°49'55"	29.62'
C44	29.17'	275.00'	6°04'39"	14.60'
C45	34.47'	325.00'	6°04'39"	17.25'
C46	17.03'	325.00'	3°00'10"	8.52'
C47	24.51'	103.00'	13°38'08"	12.31'
C48	4.82'	103.00'	2°40'43"	2.41'
C49	27.00'	45.00'	34°22'37"	13.92'
C50	35.00'	45.00'	44°33'48"	18.44'
C51	40.00'	45.00'	50°55'47"	21.43'

CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C52	35.00'	45.00'	44°33'50"	18.44'
C53	29.31'	103.00'	16°18'15"	14.75'
C54	9.33'	275.00'	1°56'42"	4.66'
C55	5.10'	275.00'	1°03'44"	2.55'
C56	29.99'	45.00'	38°11'20"	15.58'
C57	82.78'	320.00'	14°49'19"	41.62'
C58	31.82'	300.00'	6°04'39"	15.93'
C59	15.71'	300.00'	3°00'00"	7.86'
C60	76.31'	295.00'	14°49'19"	38.37'

CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C61	166.99'	45.00'	212°37'22"	-
C62	29.33'	103.00'	16°18'51"	14.76'
C63	14.43'	275.00'	3°00'26"	7.22'
C64	27.96'	320.00'	5°00'24"	13.99'
C65	89.25'	345.00'	14°49'19"	44.87'
C66	30.15'	345.00'	5°00'24"	15.08'

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

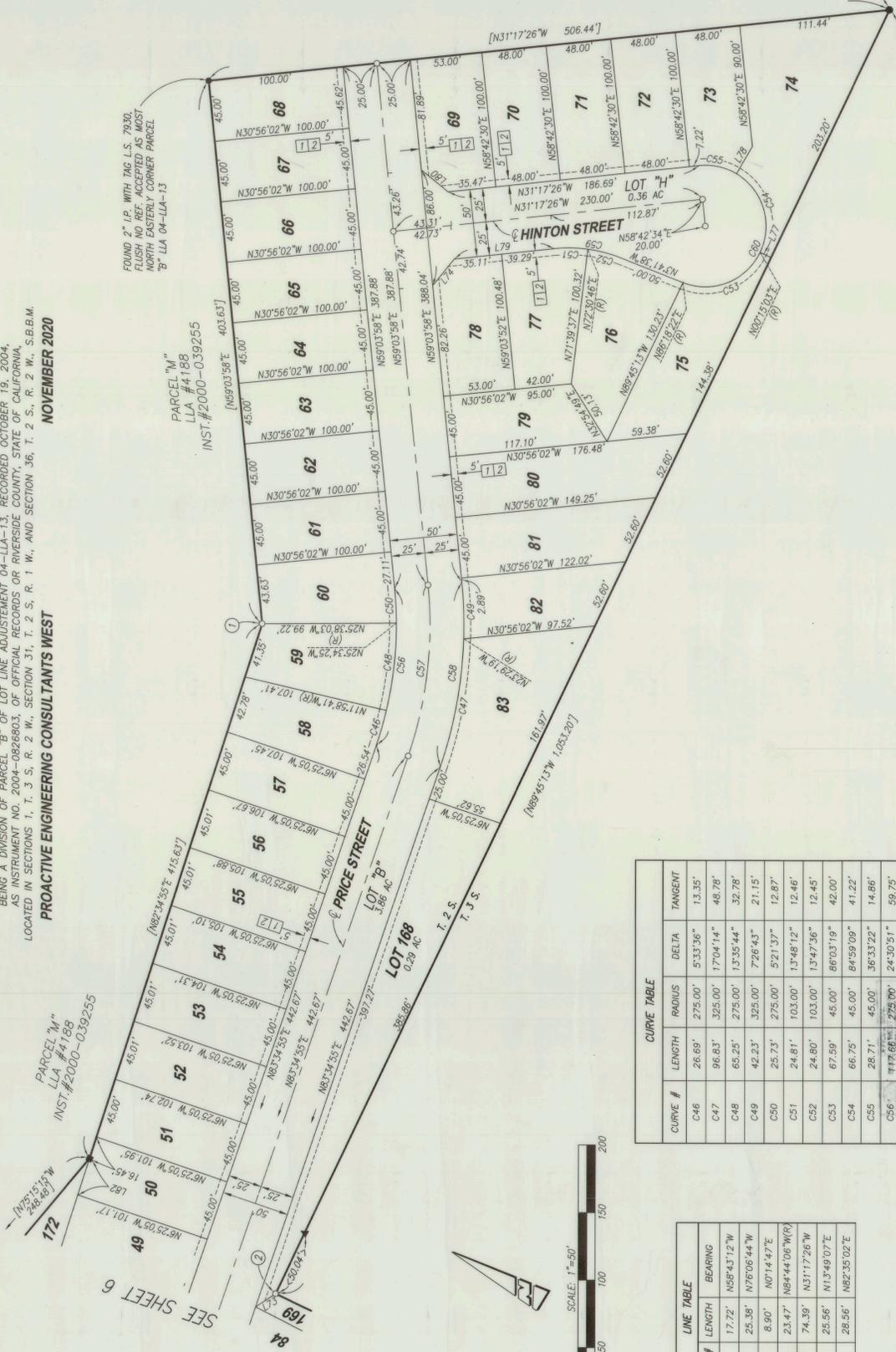
# TRACT MAP NO. 31462-21

BEING A DIVISION OF PARCEL "B" OF LOT LINE ADJUSTMENT 04-LLA-13, RECORDED OCTOBER 19, 2004, AS INSTRUMENT NO. 2004-0826803, OF OFFICIAL RECORDS OR RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTIONS 1, T. 3 S. R. 2 W., SECTION 31, T. 2 S. R. 1 W., AND SECTION 36, T. 2 S., S.B.E.M.

PROACTIVE ENGINEERING CONSULTANTS WEST

NOVEMBER 2020

SEE SHEET 2 AND 3 FOR SURVEYOR'S NOTES, BASIS OF BEARING, EASEMENT DEDICATION NOTES, AND EASEMENT NOTES.



CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C46	26.69'	275.00'	5°33'36"	13.35'
C47	96.83'	325.00'	17°04'14"	48.78'
C48	65.25'	275.00'	13°35'44"	32.78'
C49	42.23'	325.00'	7°26'43"	21.15'
C50	25.73'	275.00'	5°21'37"	12.87'
C51	24.81'	103.00'	13°48'12"	12.46'
C52	24.80'	103.00'	13°47'36"	12.45'
C53	67.59'	45.00'	86°03'19"	42.00'
C54	66.75'	45.00'	84°59'09"	41.22'
C55	28.71'	45.00'	36°33'22"	14.86'
C56	117.68'	275.00'	24°30'51"	59.75'
C57	128.36'	300.00'	24°30'51"	65.18'
C58	139.06'	325.00'	24°30'51"	70.61'
C59	49.60'	103.00'	27°35'48"	25.30'
C60	163.05'	45.00'	207°55'46"	—

LINE #	LENGTH	BEARING
L73	17.72'	N58°43'12"W
L74	25.38'	N76°06'44"W
L77	8.90'	N07°14'47"E
L78	23.47'	N68°44'06"W(R)
L79	74.39'	N31°17'26"W
L80	25.56'	N13°49'07"E
L82	28.56'	N82°35'02"E

FD, 1" I.P. WITH TAG, L.S. 3018, FLUSH, PER R.S. 84/32



## Staff Report

**TO:** City Council

**FROM:** Jeff Hart, Public Works Director

**DATE:** December 15, 2020

**SUBJECT:** **Final Approval of Tract Map No. 31462-22 for SDC Fairway Canyon, LLC Located in the Oak Valley and SCPGA Golf Course Specific Plan**

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### Background and Analysis:

As part of the development process to subdivide a parcel(s) in accordance with the Subdivision Map Act, a tentative map is reviewed and approved by the Planning Commission and City Council. During the review process, City staff reviews conditions of approval provided by all City departments and prepares final conditions to be issued with the tentative map approval. Once a tentative map is approved by City Council and conditions have been satisfied, final approval by City Council is required to complete the subdivision process.

On October 7, 2003, City Council approved Tentative Map No. 31462 subject to the completion of the conditions of approval. Tentative Tract No. 31462 proposes to subdivide 960.91 acres into 3,300 single family residences, apartments, and townhomes, with a series of parks, open space, school sites and commercial and recreation areas. Tentative Map No. 31462 comprises a majority of the adopted Oak Valley and SCPGA Golf Course Specific Plan. Refer to Figure 1 for Tentative Map No. 31462 layout.

The proposed Tract Map No. 31462-22 (Tract) is a subdivision of Lot 174 of Tract Map No. 31462-21. The Tract consist of 104 total lots with 101 residential lots (Planning Area 26C). Refer to Figure 2 for Tract Map No. 31462-22 Boundary and overall layout.

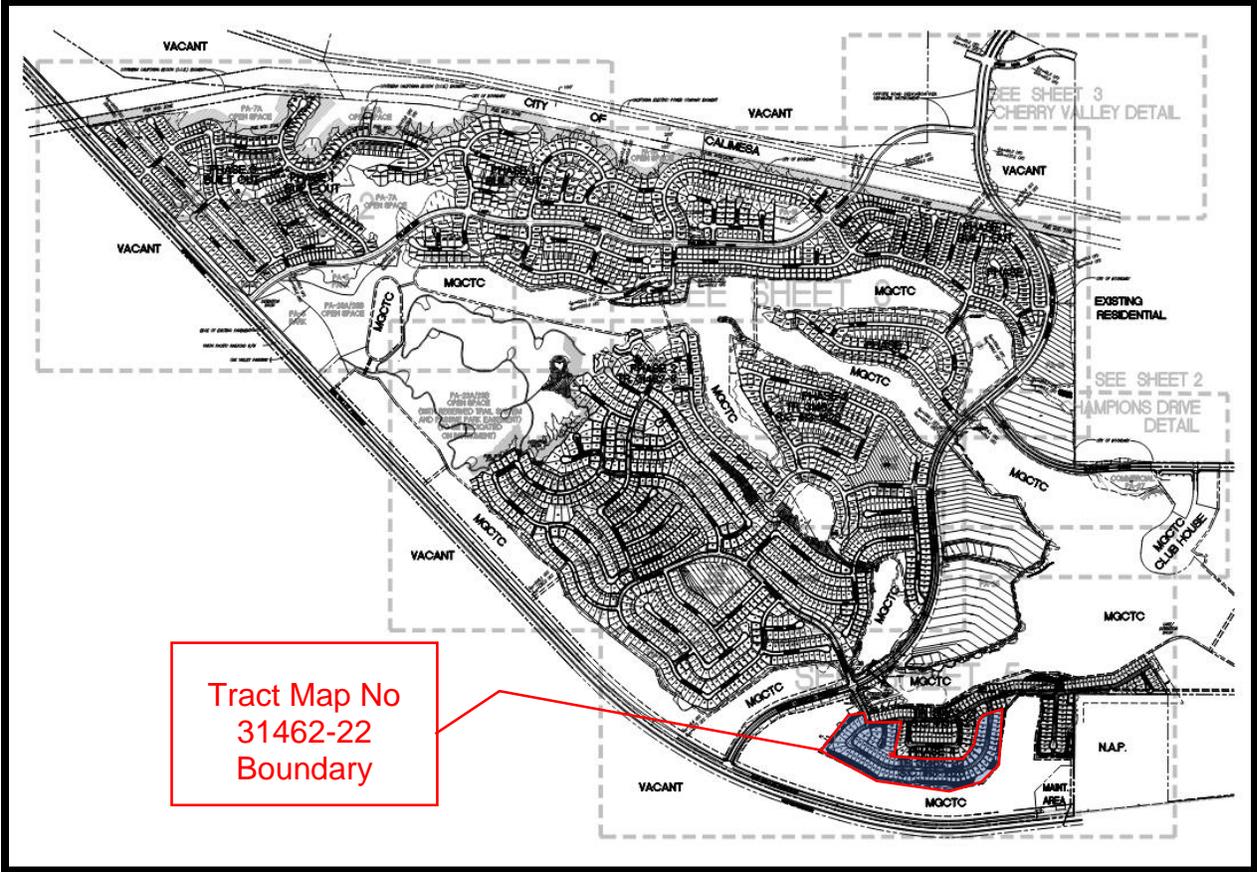


Figure 1- Tentative Map No. 31462

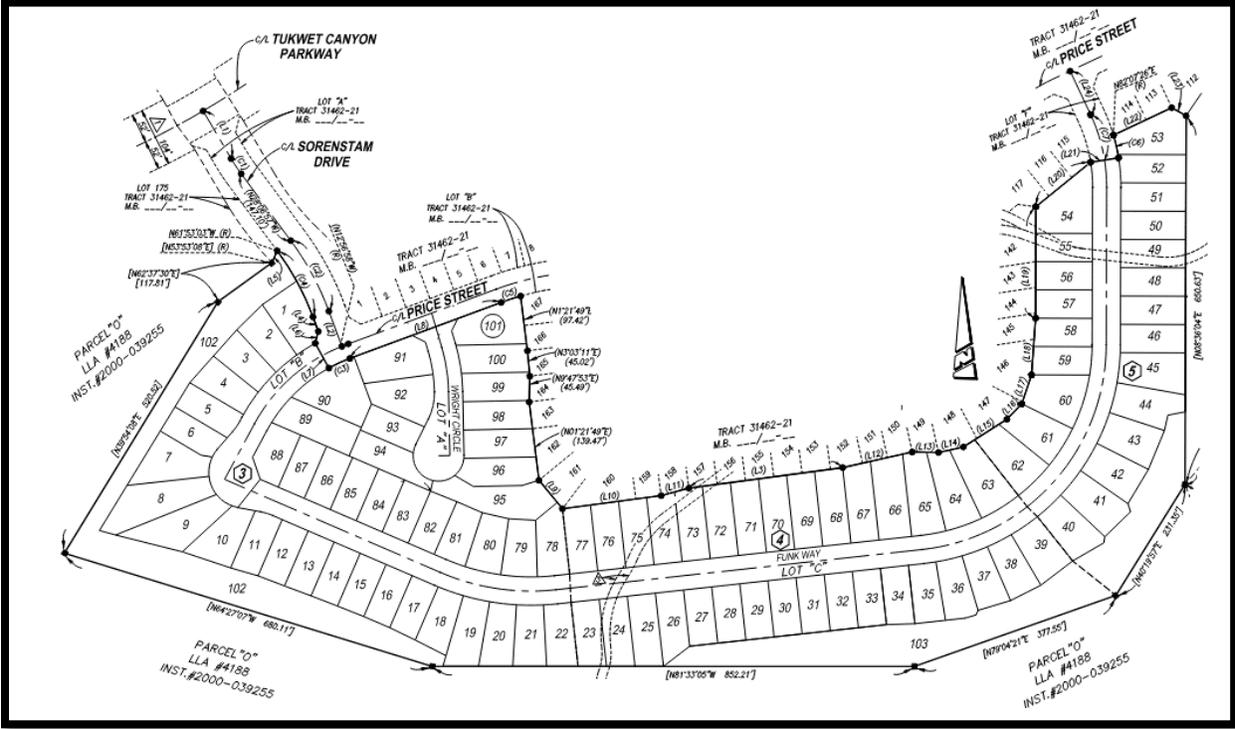


Figure 2- Tract Map No. 31462-22 Boundary

Per Beaumont Municipal Code 16.36.080, The City Engineer has certified that:

- A. *He has examined the map.*
- B. *The land division as shown is substantially the same as it appeared on the tentative map and any approved alterations thereof.*
- C. *All provisions of the Subdivision Map Act and all City ordinances applicable at the time of approval of the tentative map have been complied with.*
- D. *He is satisfied that the map is technically correct.*
- E. *In the City Surveyors certificate, the date of approval of the tentative map and the date of expiration is stated.*

Subsequently, City staff recommends the Tract be approved pursuant to Section 16.36.090 of the Beaumont Municipal Code. However, if the City Council determines that the Tract does not conform to all the requirements of the Subdivision Map Act, amended Development Agreement, and Beaumont Municipal Code applicable of the tentative map and any rulings made thereunder may disapprove the map; provided that the final map shall not be disapproved due to technical or inadvertent errors which can easily be corrected and in the opinion of the City Engineer, do not materially affect the validity of the map.

There are several public improvements required as part of the development of this Tract, including: storm drain, street, and sewer improvements. As of the date of this report, no public improvements have been completed. Therefore, in accordance with the Subdivision Map Act and Beaumont Municipal Code 16.56.010, the land developer has entered into an agreement with the City to complete the improvements and in connection therewith has furnished the City improvement security in the amounts required by Section 16.56.040 of said Beaumont Municipal Code.

In addition to the public improvements, there are several survey monuments required to be set as part of this Tract. The Subdivision Map Act requires that that at least one exterior boundary line of the land being subdivided be adequately monumented or referenced before the map is recorded. The land developer has certified that all exterior boundary lines are monumented as of September 8, 2020. Furthermore, the Subdivision Map Act and Beaumont Municipal Code 16.36.100 states that interior monuments need not be set at the time the map is recorded, if the engineer or surveyor certifies on the map that the monuments will be set on or before a specified later date, and if the land developer furnishes security guaranteeing the payment of the cost of setting such monuments.

The land developer has previously provided security agreements and security in the form of bonds for all public improvements and interior monuments. Table 1 below summarizes the improvement and corresponding bonds.

Table 1. Tract Map No. 31462-22 Bond Summary	
Improvement	
Street	Previously Approved by Council on November 17, 2020
Storm Drain	Previously Approved by Council on November 17, 2020
Sewer	Previously Approved by Council on October 6, 2020
Interior Monuments	Previously Approved by Council on November 17, 2020

**Fiscal Impact:**

The cost to prepare this staff report is estimated at \$680.

**Recommended Action:**

Approve Tract Map No. 31462-22 as it is in substantial conformance with the approved tentative map and the amended development agreement.

**Attachments:**

- A. Tract Map No. 31462-22

RECORDER'S STATEMENT

FILED THIS... OF... AT... IN BOOK... OF MAPS, AT... PAGES... IN THE REQUEST OF THE CITY CLERK OF THE CITY OF BEAUMONT.

TRACT MAP NO. 31462-22

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA BEING A DIVISION OF LOT 174 OF TRACT MAP 31462-21, RECORDED IN BOOK... INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 1, T. 3 S. R. 2 W., S.B.M.M. NOVEMBER 2020 PROACTIVE ENGINEERING CONSULTANTS WEST

NUMBER OF LOTS: 103 NUMBER OF LETTERED LOTS: 3 ACREAGE OF LOTS: 17.85 AC. ACREAGE OF LETTERED LOTS: 3.23 AC. TOTAL ACREAGE: 20.48 AC.

OWNER'S STATEMENT

WE, THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

SDC FARROW CANYON, LLC A BEAUMONT LIMITED LIABILITY COMPANY

PRINTED NAME: DALE STROKLAND ITS AUTHORIZED SIGNOR

BENEFICIARY

FLASTAR BANK, FSB a federally chartered savings bank, AS BENEFICIARY UNDER A DEED OF TRUST RECORDED NOVEMBER 8, 2019, AS INSTRUMENT NO. 2019-0461848, OF OFFICIAL RECORDS.

PRINTED NAME: JIN CHITHARO TITLE: Vice President

NOTARY ACKNOWLEDGMENT

I, 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.



BEFORE ME, Justin Moore, a Notary Public Personally Appeared to me on Nov 23, 2020, 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.

TAX BOND CERTIFICATE

THIS HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONTAINED WITHIN THE ALL TAXES AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH ARE ESTIMATED TO BE \$1,000.00.

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH ARE ESTIMATED TO BE \$1,000.00.

SIGNATURE OMISSIONS

- 1. MINERAL RIGHT DESCRIBED IN DEED RECORDED 10/19/2005, AS INSTRUMENT NO. 2005-0862966, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
2. SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION OF AMERICA, A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION-OWNERS OF AN EASEMENT FOR ACCESS PURPOSES, AS RECORDED DECEMBER 28, 2000, AS INSTRUMENT NO. 2000-516795 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
3. SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION, A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION-OWNERS OF AN EASEMENT FOR FLIGHT AND IMPACT OF ERRANT GOLF BALLS COUNTY, BLANKET IN FUTURE.

NOTARY ACKNOWLEDGMENT

I, 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.

BEFORE ME, Susan E. Mercedes, a Notary Public Personally Appeared to me on Nov 19, 2020, 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.

SURVEYOR'S STATEMENT

UNLESS MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SDC FARROW CANYON, LLC ON JULY, 2015, I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND LOCATIONS INDICATED ON THAT THEY WILL BE SET IN ACCORDANCE WITH THE SURVEY TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: 11/24/2020
MIGUEL A. MILASENOR
PROFESSIONAL LAND SURVEYOR
P.L.S. 8509
EXPIRES 12-31-20



CITY ENGINEER'S STATEMENT

I, LEFT HART, HEREBY STATE THAT I HAVE EXAMINED TRACT MAP 31462-22, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF BEAUMONT ORDINANCE 947 HAVE BEEN COMPLIED WITH.

DATED: December 07, 2020
LEFT HART, CITY ENGINEER
JAY S. FARROW, PROFESSIONAL LAND SURVEYOR
P.L.S. 8207



BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY ITS COUNCIL, HEREBY APPROVES THE TRACT MAP 31462-22 AND THE CITY ENGINEER'S STATEMENT AND SURVEYOR'S STATEMENT. THE CITY ENGINEER'S STATEMENT AND SURVEYOR'S STATEMENT BEHALF OF THE PUBLIC FOR SAID PURPOSES BUT THAT SAID ROADS SUBJECT TO IMPROVEMENTS SHALL NOT BECOME PART OF THE CITY MAINTAINED ROAD SYSTEM UNTIL ACCEPTED BY THE CITY PURSUANT TO SECTION 941 OF THE STREETS AND HIGHWAYS CODE, AS FOLLOWS:

FOR STREET AND PUBLIC UTILITY EASEMENT, AS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF A 5' WIDE PUBLIC UTILITY EASEMENT, TO BE CONVEYED TO THE CITY OF BEAUMONT, CALIFORNIA.

BEAUMONT CHERRY VALLEY WATER DISTRICT ACCEPTANCE STATEMENT

THIS IS TO CERTIFY THAT THE INTEREST IN THE 5' WIDE WATER FACILITIES EASEMENT CONVEYED WITH THE OWNERS STATEMENT HEREON, FROM SDC FARROW CANYON LLC, TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A POLITICAL CORPORATION OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED AND CONSENTS TO ITS REFORMATION.

DATED: Nov. 24, 2020
BY: [Signature]
BEAUMONT CHERRY VALLEY WATER DIST.
General Manager

# TRACT MAP NO. 31462-22

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
BEING A DIVISION OF LOT 174 OF TRACT MAP 31462-21, RECORDED IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, INCLUSIVE OF MAPS,  
RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 1, T. 3 S. R. 2 W., S.B.M.  
NOVEMBER 2020  
PROACTIVE ENGINEERING CONSULTANTS WEST

### SURVEYOR'S NOTES

- ( ) INDICATES RECORD AND MEASURED DATA PER TRACT NO. 31462-21 PER M.B. \_\_\_\_\_ UNLESS OTHERWISE NOTED.
- [ ] INDICATES RECORD DATA PER LOT LINE ADJUSTMENT 04-LA-13, RECORDED OCTOBER 19, 2004, PER INSTR. #2004-0828003, O.R., UNLESS OTHERWISE NOTED.
- INDICATES FOUND 1" IP, AND TAG STAMPED "S 8509", FLUSH, PER TRACT NO. 31462-21, PER M.B. \_\_\_\_\_ UNLESS OTHERWISE NOTED.
- INDICATES FOUND 1" IP, WITH PLASTIC PLUG STAMPED "S 5346", FLUSH, PER R.S. BK. 108/7-13, UNLESS OTHERWISE NOTED.
- INDICATES SET 1" I.D. X 18" I.P. AND TAG "S 8509", FLUSH (RIV. CO. STD. A MON.) SET 1" IP, AND TAG "S 8509", FLUSH, AT ALL REAR LOT CORNERS, ANGLE POINTS IN SIDE OR REAR LOT LINES.
- 1. SET 1" IP, AND TAG, "S 8509", FLUSH, IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES.
- 2. SET NAIL AND TAG MARKED "S 8509" IN TOP OF CURB FOR B.C.'S, E.C.'S, OR RADIAL FROM RIGHT-OF-WAY LINES.
- 3. SET LEAD AND TAG, "S 8509", FLUSH, ON TOP OF CURB FOR B.C.'S, E.C.'S, OR RADIAL FROM RIGHT-OF-WAY LINES.
- 4. ALL MONUMENTS ARE SET AND TAGGED PER RIV. CO. ORDINANCE NO. 461.
- 5. ALL MONUMENTS SHOWN "SET" ARE IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THE MAP.
- 6. TRACT NO. 31462-22 CONTAINS 20.48 ACRES

LINE #	BEARING	LENGTH	BEARING	LENGTH	
(L1)	N21°59'12"W(R)	97.61'	(L13)	N80°27'49"W	46.32'
(L2)	N11°51'54"W	66.50'	(L14)	N85°48'38"E	45.00'
(L3)	N89°07'56"W	274.26'	(L15)	N85°39'13"E	91.33'
(L4)	N17°51'54"W	27.22'	(L16)	N62°26'32"E	37.59'
(L5)	N37°18'01"E	22.72'	(L17)	N27°12'43"E	54.09'
(L6)	N22°51'52"E	21.66'	(L18)	N12°33'08"E	100.24'
(L7)	N20°21'41"W(R)	50.00'	(L19)	N8°26'04"E	197.00'
(L8)	N37°09'44"W	65.21'	(L20)	N69°23'54"E	124.45'
(L9)	N89°07'56"W	175.86'	(L21)	N89°22'06"E(R)	50.00'
(L10)	N89°07'56"W	175.86'	(L22)	N73°15'17"E	113.89'
(L11)	N85°19'29"E	50.73'	(L23)	N62°12'18"W	29.12'
(L12)	N85°48'38"E	126.12'	(L24)	N16°44'43"W	84.89'

### BASIS OF BEARINGS

THE BASIS OF COORDINATES FOR THE MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983 ZONE 6. ALL DISTANCES SHOWN ON THIS MAP ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.99904925. THE GEOGRAPHIC COORDINATES SHOWN HEREON, ARE ESTABLISHED BY USING G.C.S. "NAD 83".

1) MAP BASE DATUM IS: NATIONAL GEODETIC SURVEY, CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE STAMPED "RABBIT", HORIZONTAL ORDER = SECOND, HORIZONTAL DATUM IS NAD 83, LATITUDE: 33°56'02.2717"N, (GRD. 2284367.502, GROUND. 2284584.7075) AND LONGITUDE: 117°02'03.12866"W (GRD. 6323791.535, GROUND. 6324362.140)

2) CONTROL STATION "REST" CALIFORNIA DIVISION OF HIGHWAYS DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1912", HORIZONTAL ORDER = SECOND, VERTICAL ORDER = FIRST, CLASS II HORIZONTAL DATUM IS NAD 83, LATITUDE: 33°57'26.63058"N (GRD. 2292882.267, GROUND. 2293060.2815) AND LONGITUDE: 117°01'11.02542"W (GRD. 6328450.694, GROUND. 6328646.766)

3) MEAN ELEVATION IS: 1,000.01314

4) MEAN ELEVATION IS: 2366.920 FEET, NAVD 88

5) MEAN SEA LEVEL REDUCTION FACTOR 0.999891788

6) Epoch 1991.35

7) MAP COMBINATION FACTOR IS: 0.99904925.

8) MAPPING ANGLE AT STA. "REST" IS: -00°25'22.73"

1) 5' WIDE EASEMENT IN FAVOR OF CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES OFFERED FOR DEDICATION HEREON.

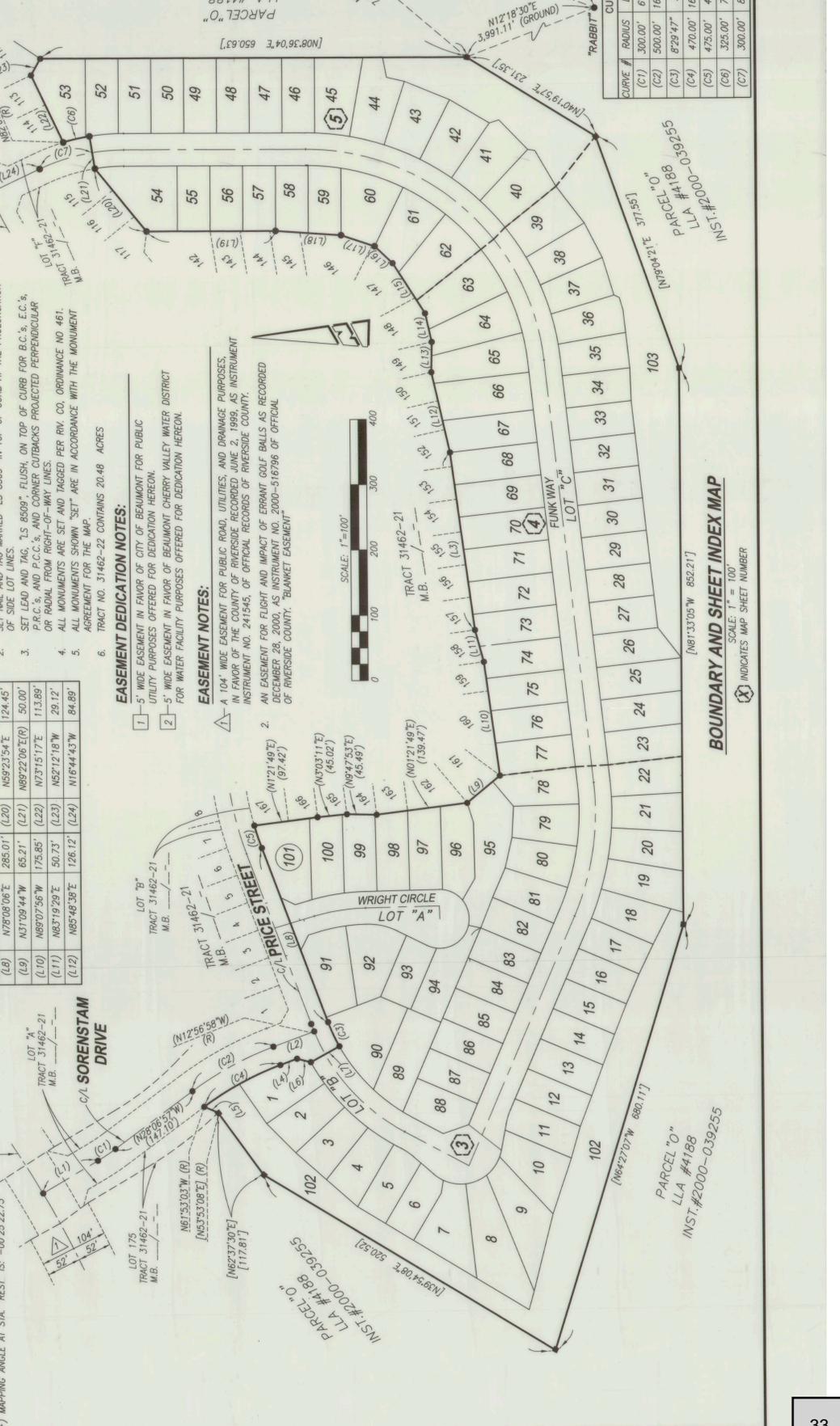
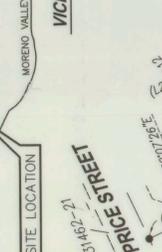
2) 5' WIDE EASEMENT IN FAVOR OF BEAUMONT, CHERRY VALLEY WATER DISTRICT FOR WATER FACILITY PURPOSES OFFERED FOR DEDICATION HEREON.

3) 104' WIDE EASEMENT FOR PUBLIC ROAD, UTILITIES, AND DRAINAGE PURPOSES, IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED JUNE 2, 1999, AS INSTRUMENT NO. 241545, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

4) AN EASEMENT FOR FLIGHT AND IMPACT OF ERRANT GOLF BALLS AS RECORDED DECEMBER 28, 2000, AS INSTRUMENT NO. 2000-516796 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, "BLANKET EASEMENT".

### EASEMENT NOTES:

- 1. 5' WIDE EASEMENT IN FAVOR OF CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES OFFERED FOR DEDICATION HEREON.
- 2. 5' WIDE EASEMENT IN FAVOR OF BEAUMONT, CHERRY VALLEY WATER DISTRICT FOR WATER FACILITY PURPOSES OFFERED FOR DEDICATION HEREON.
- 3. 104' WIDE EASEMENT FOR PUBLIC ROAD, UTILITIES, AND DRAINAGE PURPOSES, IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED JUNE 2, 1999, AS INSTRUMENT NO. 241545, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.
- 4. AN EASEMENT FOR FLIGHT AND IMPACT OF ERRANT GOLF BALLS AS RECORDED DECEMBER 28, 2000, AS INSTRUMENT NO. 2000-516796 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, "BLANKET EASEMENT".



### CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH	TANGENT
(C1)	300.00'	67°07'45"	32.09'	16.06'
(C2)	500.00'	16°15'03"	141.81'	71.39'
(C3)	829.44'	2°25'00"	40.78'	20.43'
(C4)	470.00'	16°15'03"	133.31'	67.10'
(C5)	475.00'	4°27'15"	36.37'	18.20'
(C6)	325.00'	7°14'40"	41.09'	20.57'
(C7)	300.00'	8°52'09"	46.44'	23.27'

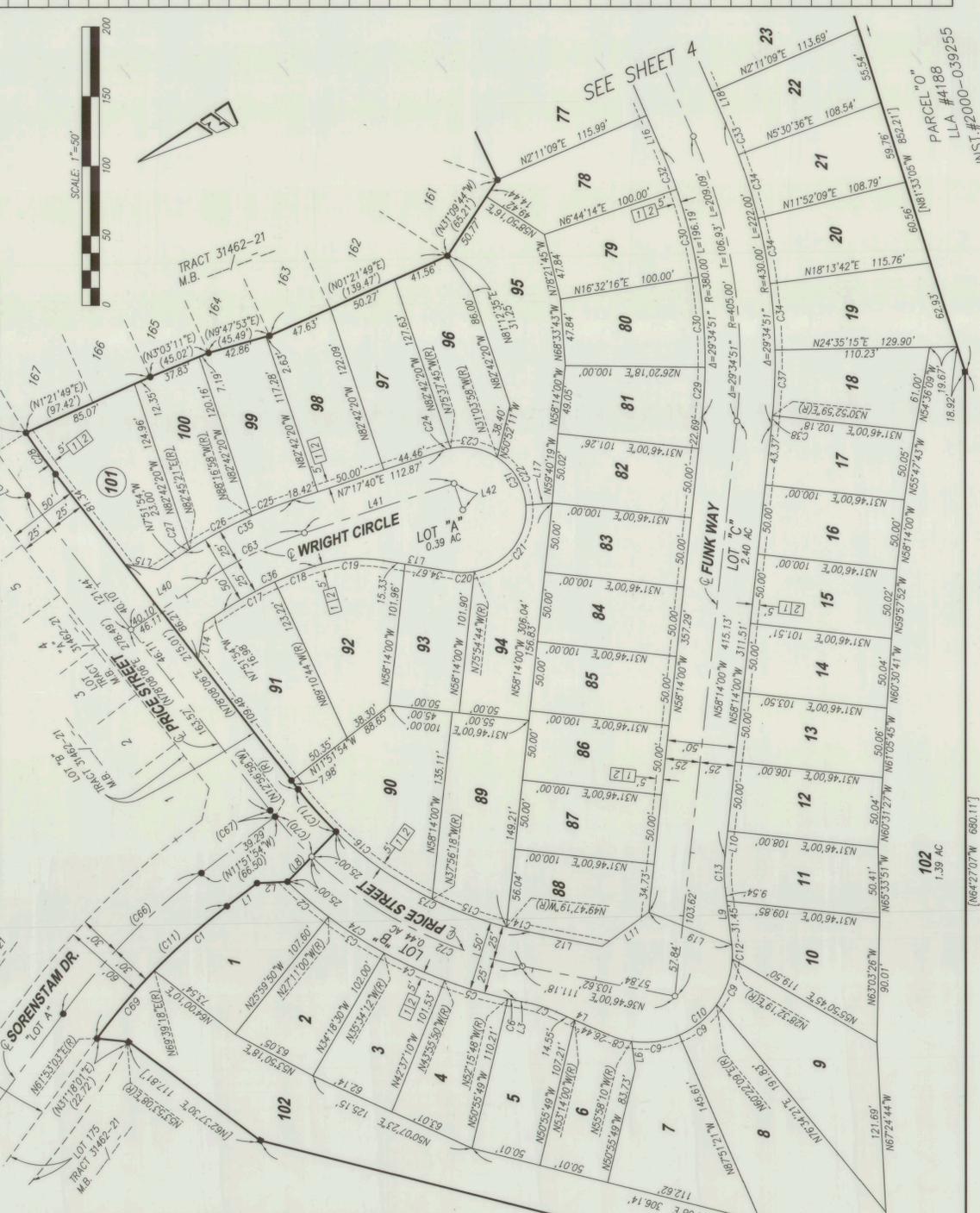
SHEET 3 OF 5 SHEETS

CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C1	69.55'	470.00'	8°28'42"	34.84'
C2	38.70'	325.00'	6°49'19"	19.37'
C3	47.57'	325.00'	8°23'13"	23.83'
C4	47.42'	325.00'	8°21'37"	23.75'
C5	47.27'	325.00'	8°19'58"	23.67'
C6	5.50'	325.00'	0°58'13"	2.75'
C7	22.73'	103.00'	12°38'44"	11.41'
C8	16.91'	63.00'	15°22'54"	8.51'
C9	35.00'	63.00'	31°49'50"	17.96'
C10	132.27'	63.00'	120°17'27"	109.76'
C11	133.31'	470.00'	16°15'03"	19.43'
C12	10.36'	63.00'	9°25'03"	5.19'
C13	22.73'	103.00'	12°38'44"	11.41'
C14	16.53'	275.00'	3°26'41"	8.27'
C15	56.68'	275.00'	11°51'01"	28.54'
C16	125.14'	275.00'	26°04'24"	63.67'
C17	41.69'	275.00'	8°41'10"	20.89'
C18	31.07'	275.00'	6°28'23"	15.55'
C19	49.61'	103.00'	27°35'48"	25.30'
C20	15.57'	45.00'	19°49'22"	7.86'
C21	65.93'	45.00'	83°56'52"	40.48'
C22	40.99'	45.00'	52°11'12"	22.04'
C23	35.00'	45.00'	44°33'47"	18.44'
C24	5.56'	45.00'	7°04'35"	2.78'
C25	31.63'	325.00'	5°34'37"	15.83'
C26	50.83'	325.00'	8°57'41"	25.47'
C27	3.52'	325.00'	0°37'15"	1.76'
C28	36.37'	475.00'	4°23'15"	18.20'
C29	36.00'	380.00'	5°25'42"	18.01'
C30	65.00'	380.00'	9°48'02"	32.58'
C31	157.49'	45.00'	200°31'13"	-
C32	30.19'	380.00'	4°33'05"	15.10'
C33	24.95'	430.00'	3°19'27"	12.46'
C34	47.73'	430.00'	6°21'33"	23.89'
C35	85.99'	325.00'	15°09'33"	43.25'
C36	72.76'	275.00'	15°09'34"	36.59'
C37	47.25'	430.00'	6°17'44"	23.65'
C38	6.63'	430.00'	0°53'01"	3.32'
C39	79.37'	300.00'	15°09'34"	39.92'
C40	48.90'	1538.00'	1°49'18"	24.45'
C41	32.09'	300.00'	6°07'45"	16.06'
C42	141.81'	500.00'	16°15'03"	71.39'
C43	5.68'	300.00'	1°05'04"	2.84'
C44	36.29'	500.00'	4°23'15"	19.15'
C45	63.74'	470.00'	7°46'15"	31.92'
C46	38.81'	300.00'	7°24'43"	19.43'
C47	172.12'	300.00'	31°52'19"	88.50'
C48	186.46'	325.00'	31°52'19"	95.86'

IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
**TRACT MAP NO. 31462-22**  
 BEING A DIVISION OF LOT 174 OF TRACT MAP 31462-21, RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ INCLUSIVE OF MAPS, RECORDS OR RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 1, T. 3 S. R. 2 W., S.B. 6.M.  
 NOVEMBER 2020  
 PROACTIVE ENGINEERING CONSULTANTS WEST

SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARING, EASEMENT NOTES, AND EASEMENT DEDICATION NOTES.

LINE #	LENGTH	BEARING
L1	27.22'	N1°51'54"W
L2	21.66'	N22°51'52"E
L3	7.57'	N56°46'00"E
L4	40.99'	N49°24'43"E
L5	25.00'	N72°39'39"W
L6	20.00'	N71°51'01"W
L7	29.57'	N66°24'45"W
(LB)	50.00'	N20°21'41"W(R)
L9	40.99'	N70°52'44"W
L10	18.14'	N58°14'00"W
L11	41.29'	N10°44'00"W
L12	53.34'	N35°46'00"E
L13	50.00'	N34°53'27"E
L14	26.33'	N54°51'54"W
L15	24.55'	N35°08'06"E
L16	27.00'	N87°48'51"W
L17	19.03'	N21°07'14"E(R)
L18	23.98'	N87°48'51"W
L19	63.72'	N47°01'17"E



SCALE: 1"=90'

PARCEL "O"  
 LLA #4188  
 INST. #200-039255

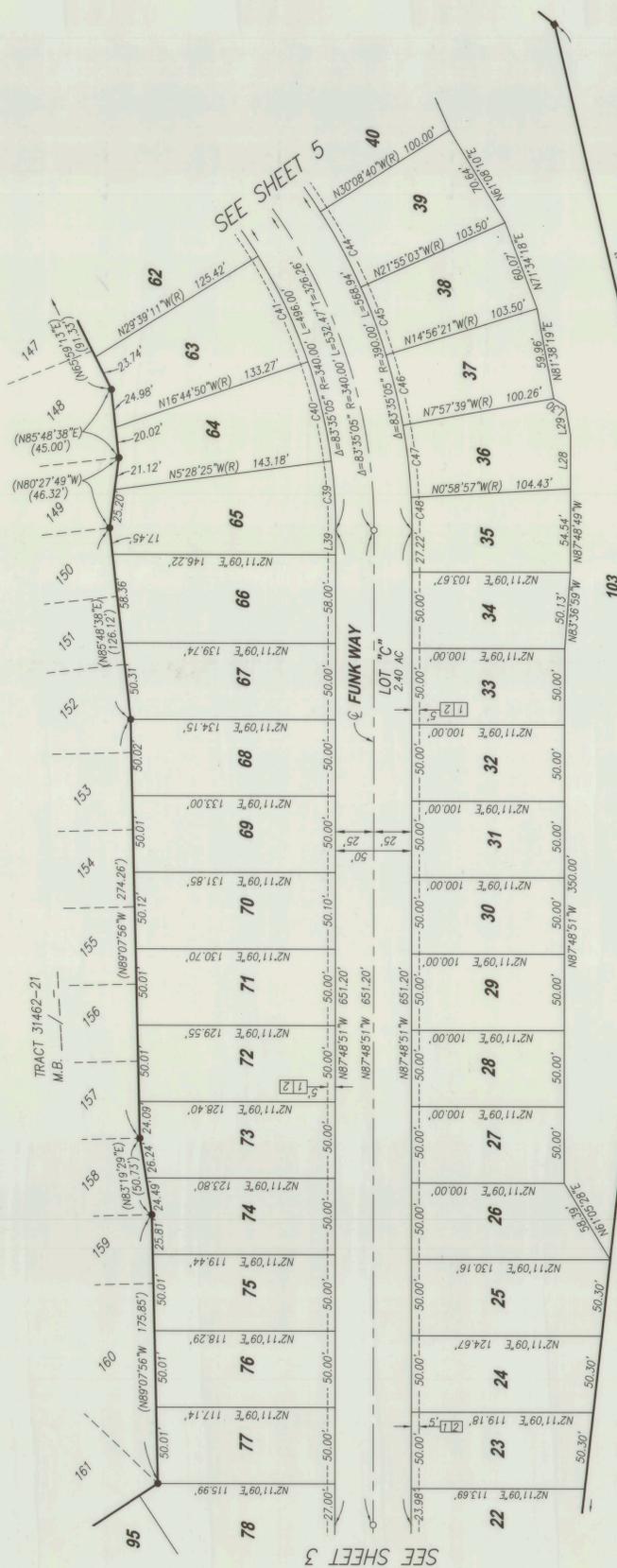
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT MAP NO. 31462-22

BEING A DIVISION OF LOT 174 OF TRACT MAP 31462-21, RECORDED IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 1, T. 3 S. R. 2 W., S.B.B.M. NOVEMBER 2020

PROACTIVE ENGINEERING CONSULTANTS WEST

SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARING, EASEMENT NOTES, AND EASEMENT DEDICATION NOTES.



SEE SHEET 3

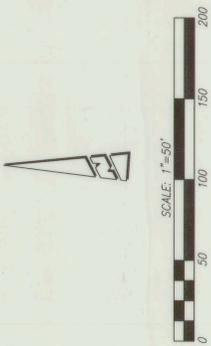
SEE SHEET 5

PARCEL "O"  
LLA #4188  
INST.#2000-039255

PARCEL "O"  
LLA #4188  
INST.#2000-039255

CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C39	45.45'	340.00'	73°39'34"	22.76'
C40	66.90'	340.00'	111°16'25"	33.56'
C41	76.58'	340.00'	125°54'21"	38.46'
C44	56.00'	390.00'	87°13'38"	28.05'
C45	47.50'	390.00'	6°59'42"	23.78'
C46	47.50'	390.00'	6°59'42"	23.78'
C47	47.50'	390.00'	6°59'42"	23.78'
C48	21.57'	390.00'	37°10'06"	10.79'

LINE #	LENGTH	BEARING
L28	35.00'	N87°48'49"W
L29	19.64'	N82°02'21"E
L30	8.96'	N33°56'00"E
L31	11.00'	N16°44'13"E
L39	16.10'	N87°48'51"W



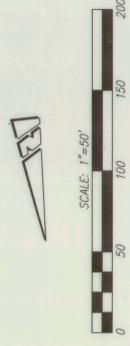
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT MAP NO. 31462-22

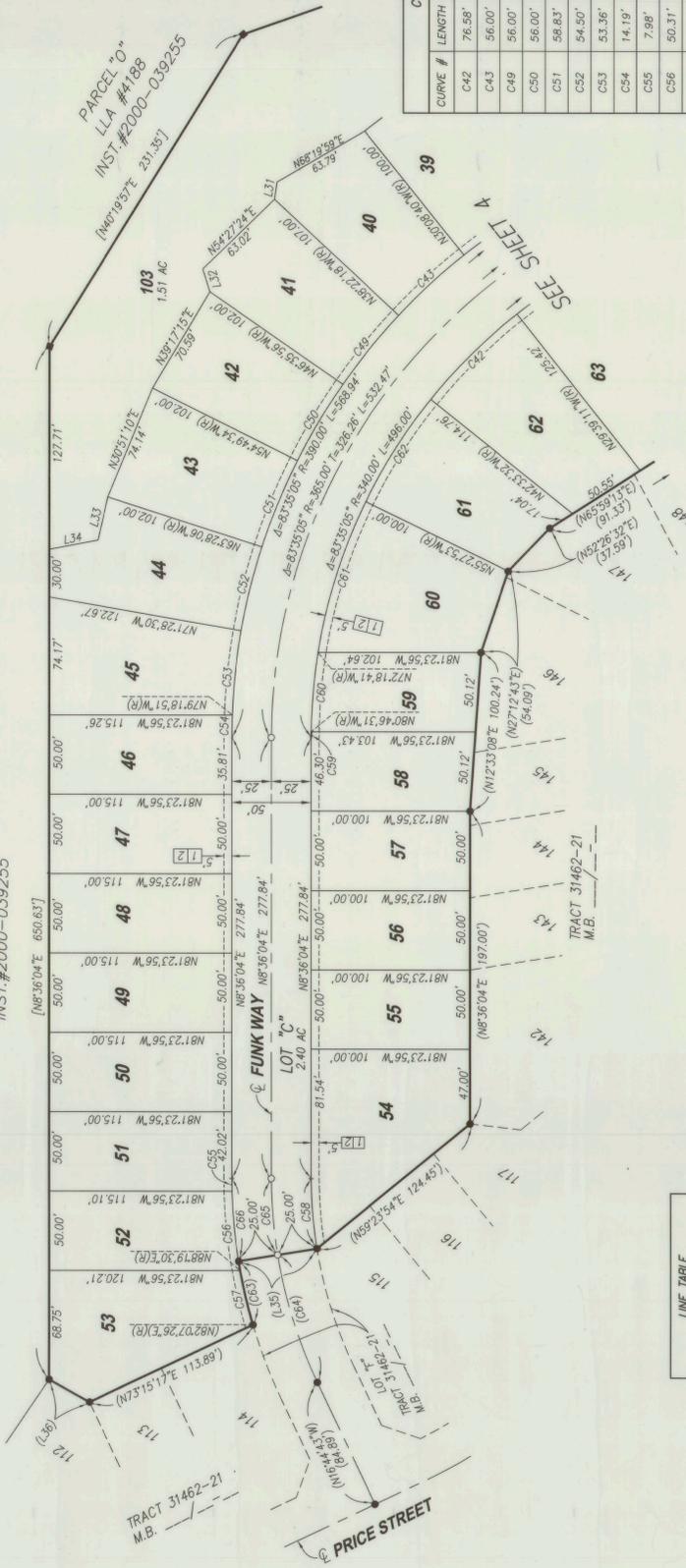
BEING A DIVISION OF LOT 174 OF TRACT MAP 31462-21, RECORDED IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, INCLUSIVE OF MAPS, RECORDS OR RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 1, T. 3 S. R. 2 W., S.B.B.M. NOVEMBER 2020

PROACTIVE ENGINEERING CONSULTANTS WEST

SEE SHEET 2 FOR SURVEYOR'S NOTES, BASIS OF BEARING, EASEMENT NOTES, AND EASEMENT DEDICATION NOTES.



PARCEL "O"  
LLA #4188  
INST. #2000-039255



CURVE #	LENGTH	RADIUS	DELTA	TANGENT
C42	76.58'	340.00'	125°42'1"	38.46'
C43	56.00'	390.00'	87°13'36"	28.05'
C49	56.00'	390.00'	87°13'36"	28.05'
C50	56.00'	390.00'	87°13'36"	28.05'
C51	56.83'	390.00'	87°38'32"	29.47'
C52	54.50'	390.00'	87°00'24"	27.29'
C53	53.36'	390.00'	75°02'21"	26.72'
C54	14.19'	390.00'	2°05'05"	7.10'
C55	7.98'	325.00'	1°24'23"	3.99'
C56	50.31'	325.00'	8°52'11"	25.21'
C57	35.18'	325.00'	6°12'05"	17.60'
C58	44.31'	275.00'	9°13'56"	22.21'
C59	3.70'	340.00'	0°37'25"	1.85'
C60	50.23'	340.00'	8°27'50"	25.16'
C61	99.97'	340.00'	16°50'46"	50.35'
C62	76.58'	340.00'	125°42'1"	38.46'
(C63)	41.09'	325.00'	7°14'40"	20.58'
(C64)	48.44'	320.00'	8°52'09"	23.27'
C65	48.34'	300.00'	9°13'56"	24.22'
C66	52.37'	325.00'	9°13'56"	26.24'

LINE #	LENGTH	BEARING
L31	11.00'	N16°44'13"E
L32	15.14'	N8°50'16"W
L33	27.90'	N21°24'54"E
L34	31.27'	N87°42'43"E
(L35)	50.00'	N89°22'06"E(R)
(L36)	29.12'	N52°12'18"W



## Staff Report

**TO:** Mayor, and City Council Members

**FROM:** Jeff Hart, Public Works Director

**DATE:** December 15, 2020

**SUBJECT:** **Accept the Storm Drain Improvements for Parcel Map No. 36426; Authorize the Mayor to Sign the Certificate of Acceptance; and Authorize the City Manager to Exonerate the Associated Performance and Payment Bond Nos. LAIFSU0759859, LAIFSU0742066, and LAIFSU0742060**

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### Background and Analysis:

The City requires all developers to provide construction security for public improvements consisting of, but not limited to, street improvements, sewer improvements, storm drain improvements, and survey monumentation. After the improvements are constructed, City staff verifies that no liens have been filed and that the improvements are completed in accordance to the project's conditions of approval, design standards, and City requirements. Once verified, City Council may exonerate the construction security and accept a one-year maintenance security.

During the one-year maintenance period, the developer maintains all associated improvements. After the one-year term has elapsed, the developer petitions the City to accept the improvements into the publicly maintained system and exonerate the maintenance security.

The petition is received by the Public Works Department, whom verifies that the previously constructed improvements have been maintained in accordance with City standards. Maintenance includes replacing defective materials, repairing defective craftsmanship, replacing missing components, repairing or replacing damaged finishes and surfaces, and repairing any other deficiencies.

Lassen Development Partners, LLLP applied to the City to accept the identified improvements and exonerate the respective performance and payment security. Lassen Development Partners, LLLP elected to retain the performance and payment security in lieu of a maintenance bonds for the one-year maintenance period. City staff has verified that the previously constructed improvements were maintained in accordance with the City standards and are ready to be accepted and included into the publicly maintained system.

**Lassen Development Partners, LLLP**

The developer, Lassen Development Partners, LLLP is requesting that the City Council accept the following improvements and exonerate the respective bonds:

Location	Improvement	Bond Type	Bond Number	Principal
Parcel Map No. 36426	Storm Drain (Off-site)	Performance & Payment	LAIFSU0742060	Lassen
Parcel Map No. 36426	Storm Drain (Box Culvert)	Performance & Payment	LAIFSU0759859	Lassen
Parcel Map No. 36426	Storm Drain (On-site)	Performance & Payment	LAIFSU0742066	Lassen

Subsequently, City staff recommends that City Council accept the improvements and exonerate the respective bonds.



Figure 1 Locations of Storm Drain Improvements

**Fiscal Impact:**

The cost of preparing the staff report is estimated to be \$780.

**Recommended Action:**

Accept the Storm Drain Improvements for Parcel Map No. 36426; Authorize the Mayor to Sign the Certificate of Acceptance; and Authorize the City Manager to Exonerate the Associated Performance and Payment Bond Nos. LAIFSU0759859, LAIFSU0742066, and LAIFSU0742060.

**Attachments:**

- A. Certificate of Acceptance for Storm Drain Improvements for Parcel Map No. 36426.
- B. Bond Exoneration Application for Tract No. 36426, Storm Drain Improvements (Off-site)
- C. Bond Exoneration Application for Tract No. 36426, Storm Drain Improvements (Box Culvert)
- D. Bond Exoneration Application for Tract No. 36426, Storm Drain Improvements (On-site)

**When Recorded Return  
Original To:**

City of Beaumont  
550 East 6<sup>th</sup> Street  
Beaumont, CA 92223

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**NO RECORDING FEE REQUIRED PER  
GOVERNMENT CODE SECTION 27383**

**CERTIFICATE OF ACCEPTANCE**

NOTICE is hereby given that the CITY OF BEAUMONT, 550 East 6<sup>th</sup> Street, Beaumont, California, 92223, a municipal corporation, is owner in fee of easements in the properties hereinafter described. Said owner hereby ACCEPTS the maintenance of following improvements:

- On-site Storm Drain Improvements for Parcel Map No. 36426, PW2018-0189**
- Culvert Crossing Storm Drain Improvements for Parcel Map No. 36426, PW2018-0187**
- Off-site Storm Drain Improvements for Parcel Map No. 36426, 17-4304**

on the property hereinafter described and that was COMPLETED prior to December 15, 2019 by Lassen Development Partners, LLLP, owner.

The property on which said work of improvement was completed in the City of Beaumont, County of Riverside, and State of California lying in Section(s) 7 & 8, Township 3 South, Range 1 West .

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rey Santos,  
Mayor of the City of Beaumont, CA

**VERIFICATION:**

I the undersigned am the Mayor of the City of Beaumont, the declaring of the foregoing Notice of Completion. I have read the said Notice of Completion and know the contents thereof: The same is true of my knowledge. I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rey Santos,  
Mayor of the City of Beaumont, CA

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

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE

On \_\_\_\_\_ before me, \_\_\_\_\_ Notary Public, personally appeared Nancy Carroll, MAYOR OF THE CITY OF BEAUMONT, CALIFORNIA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

BY: \_\_\_\_\_  
NOTARY

(SEAL)



# City of Beaumont

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

Case No.	PW2020-0483
Receipt No.	986538
Fee \$	\$3,000.00/ \$484.14
Date Paid	5/19/20

## BOND EXONERATION APPLICATION

Bond Type:  Performance  Maintenance  Final Monument Inspection  Other: \_\_\_\_\_

1. Contact's Name Erik Engelstad Phone 303-953-5118

2. Contact's Address 3900 S Wadsworth Blvd STE 650 Lakewood CO 80235  
City/State/Zip

5. Contact's E-mail EEngelstad@verdeam.com

3. Developer Name Lassen Development Partners LLLP Phone 303-953-5118  
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 3900 S Wadsworth Blvd STE 650 Lakewood CO 80235  
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):  
Bond No. LAIFSU0742060; for 302,306.25 for Mass Grading Storm Drain Improvements PM 36426

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

Erik Engelstad *Erik Engelstad* 04/29/2020  
Print Name and Sign – Contact/Applicant Date

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

Erik Engelstad *Erik Engelstad* 04/29/2020  
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
- Remove and replace concrete and AC as needed where lifting.
  - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
  - Provide Type II slurry coat for all road surfaces.
  - Restore/Verify pavement striping/markings.
  - Restore/Verify blue dots and signage as needed.
  - Clean and camera sewer. Provide report and video copy of camera survey.
  - Provide all final geotechnical reports.
  - Provide Engineers' certification for line and grade within Right-of-Way.
  - Provide Landscape Architects Certification as required.

Erik Engelstad      *Erik Engelstad*      04/29/2020  
Print Name and Sign – Contact/Applicant      Date

Rev. 02/25/2015

Basic Gov (Sales Force) # PW2018-0189  
File # 3214

**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, a Delaware Limited company ("DEVELOPER"). Partners, LLP *Liability 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]

10.17.18  
Date

Title: Agent

Address: 3900 S Wadsworth Blvd STE 650  
Lakewood Co 80235

Bond No.: LAIFSU0742060  
\*Premium Included In Performance Bond

**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 October 9, 2018, 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: Three Hundred Two Thousand Three Hundred Six and 50/100 dollars (\$ 302,306.25 ), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 17, 2018.

PRINCIPAL:

SURETY:

Lassen Development Partners, LLLP, a Delaware Limited Liability Partnership

International Fidelity Insurance Company

By [Signature]

By [Signature]

Title MANAGER

Title Bart Stewart, Attorney-in-Fact

**POWER OF ATTORNEY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
**ALLEGHENY CASUALTY COMPANY**

Bond # LAIFSU0742060

One Newark Center, 20<sup>th</sup> 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 10<sup>th</sup> day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10<sup>th</sup> 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 31<sup>st</sup> 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 31<sup>st</sup> 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 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, October 17, 2018

Maria H. Branco, Assistant Secretary

# 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 10/17/2018 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.

Bond No.: LAIFSU0742060  
\*Premium: \$5,514.00

Basic Gov (Sales Force) # \_\_\_\_\_  
File # \_\_\_\_\_

**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 October 9, 2018, 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 Three Hundred Two Thousand Three Hundred Six and 50/100 dollars (\$ 302,306.25 ) 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 October 17, 2018.

PRINCIPAL:

SURETY:

Lassen Development Partners, LLLP, a Delaware Limited Liability Partnership

International Fidelity Insurance Company

By [Signature]

By [Signature]

Title MANAGER

Title Bart Stewart, Attorney-in-Fact

**POWER OF ATTORNEY  
INTERNATIONAL FIDELITY INSURANCE COMPANY  
ALLEGHENY CASUALTY COMPANY**

Bond # LAIFSU0742060

One Newark Center, 20<sup>th</sup> 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 20<sup>th</sup> day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10<sup>th</sup> 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 31<sup>st</sup> 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 31<sup>st</sup> 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, October 17, 2018

Maria H. Branco, Assistant Secretary

# ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

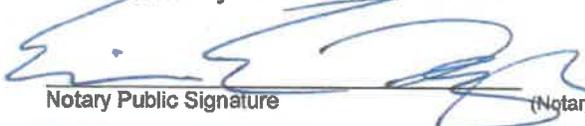
County of San Diego }

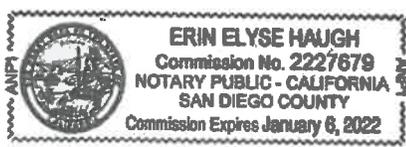
On 10/17/2018 before me, Erin Elyse Haugh, Notary Public  
(Here insert name and title of the officer)

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 \_\_\_\_\_

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  - ❖ 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.























# City of Beaumont

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

Case No. PW2020-0484
Receipt No. 986538
Fee \$ \$3,000.00/ \$484.14
Date Paid 5/19/20

## BOND EXONERATION APPLICATION

Bond Type:  Performance  Maintenance  Final Monument Inspection  Other: \_\_\_\_\_

1. Contact's Name Erik Engelstad Phone 303-953-5118

2. Contact's Address 3900 S Wadsworth Blvd STE 650 Lakewood CO 80235  
City/State/Zip

5. Contact's E-mail EEngelstad@verdeam.com

3. Developer Name Lassen Development Partners LLLP Phone 303-953-5118  
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 3900 S Wadsworth Blvd STE 650 Lakewood CO 80235  
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):  
Payment and Performance Bond for No. 0207803 effective 8/17/2018 for 1,031,700. Plot 36426-Box Culvert LAIFS110759859

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

Erik Engelstad Erik Engelstad 05/14/2020  
Print Name and Sign – Contact/Applicant Date

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

Erik Engelstad Erik Engelstad 05/14/2020  
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
- Remove and replace concrete and AC as needed where lifting.
  - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
  - Provide Type II slurry coat for all road surfaces.
  - Restore/Verify pavement striping/markings.
  - Restore/Verify blue dots and signage as needed.
  - Clean and camera sewer. Provide report and video copy of camera survey.
  - Provide all final geotechnical reports.
  - Provide Engineers' certification for line and grade within Right-of-Way.
  - Provide Landscape Architects Certification as required.

Erik Engelstad *Erik Engelstad* 05/14/2020  
Print Name and Sign – Contact/Applicant Date

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

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT (“CITY”) and Lassen Development Partners LLLP a Deleware Limited Liability Limited company (“DEVELOPER”).  
Partnership

**RECITALS**

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan #<sup>36426 -</sup>Box Culvert (“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 

03.05.2019  
Date

Title: Manager

Address: 3900 S Wadsworth Blvd STE 650  
Lakewood CO 80235

Bond No.: LAIFSU0758859  
Premium: \$18,818.00

Basic Gov (Sales Force) # PN2018-0187  
File # 3201

**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. 36420 - Box Culvert 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 One Million Thirty-One Thousand Seven Hundred and 00/100 dollars (\$ 1,031,700.00 ) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on                      March 6, 2019.

PRINCIPAL:

SURETY:

Lassen Development Partners, LLLP, a Delaware Limited Liability Partnership

International Fidelity Insurance Company

By [Signature]

By [Signature]

Title MANAGER

Title Bart Stewart, Attorney-in-Fact

**POWER OF ATTORNEY  
INTERNATIONAL FIDELITY INSURANCE COMPANY  
ALLEGHENY CASUALTY COMPANY**

Bond # LAIFSU0759859

One Newark Center, 20<sup>th</sup> Floor, Newark, New Jersey 07102-5207 PHONE: (973) 824-7200

**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 20<sup>th</sup> day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10<sup>th</sup> 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 31<sup>st</sup> 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 31<sup>st</sup> 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, March 06, 2019

AD0982

Maria H. Branco, Assistant Secretary

# 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 }

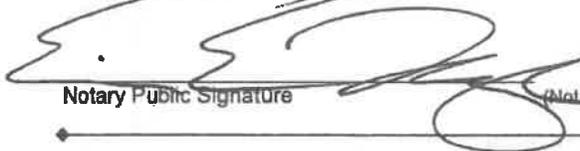
County of San Diego }

On 03/06/2019 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) (S) are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

  
Notary Public Signature



### 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 Lessen 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 - Box Culvert which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of One Million Thirty-One Thousand Seven Hundred and 00/100 dollars (\$ 1,031,700.00 ), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 6, 2019.

PRINCIPAL:

SURETY:

Lessen Development Partners, LLLP, a Delaware Limited Liability Partnership

International Fidelity Insurance Company

By [Signature]

By [Signature]

Title N. Wilson

Title Bart Stewart, Attorney-in-Fact

**POWER OF ATTORNEY  
INTERNATIONAL FIDELITY INSURANCE COMPANY  
ALLEGHENY CASUALTY COMPANY**

One Newark Center, 20<sup>th</sup> 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, March 06, 2019

Maria H. Branco, Assistant Secretary

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

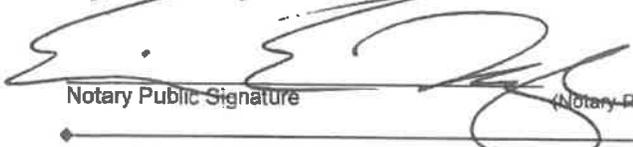
County of San Diego }

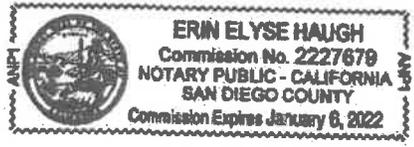
On 03/06/2019 before me, Erin Elyse Haugh, Notary Public  
(here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

  
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.
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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.



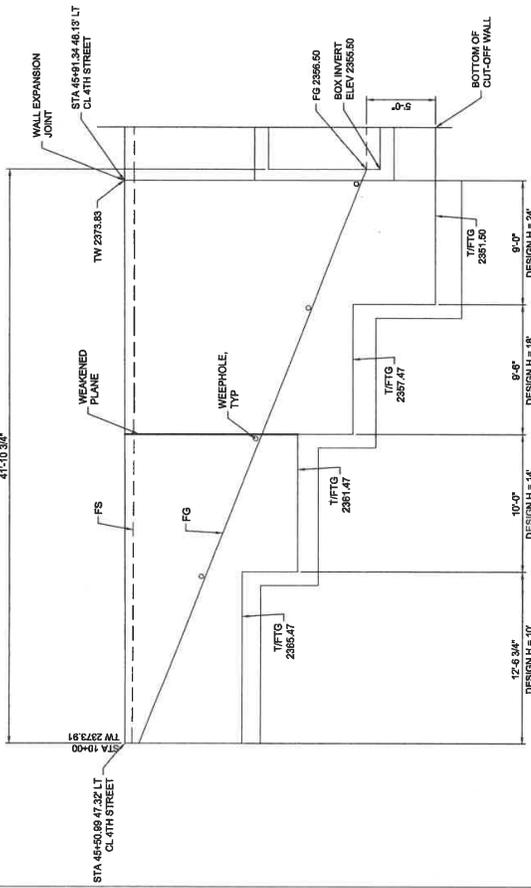




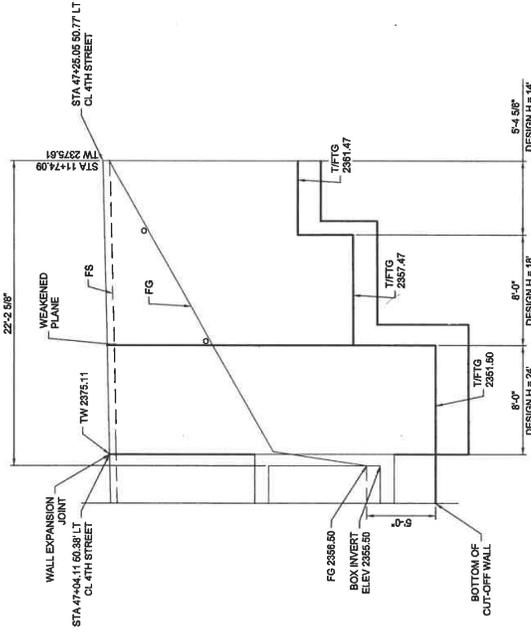




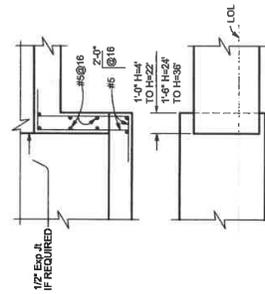




**WALL 4 MIRRORED ELEVATION**  
1/4" = 1'-0"



**WALL 3 MIRRORED ELEVATION**  
1/4" = 1'-0"



**FOOTING STEP**  
NOT TO SCALE

**DIGALERT**  
CITY OF BEAUMONT, CALIFORNIA  
811

**BENCHMARK:**  
ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. DIMENSIONS TO FACE ARE TO BE USED FOR CONSTRUCTION. DIMENSIONS TO CENTERLINE ARE TO BE USED FOR LOCATION. DIMENSIONS TO CENTERLINE ARE TO BE USED FOR LOCATION. DIMENSIONS TO CENTERLINE ARE TO BE USED FOR LOCATION.

**BASIS OF BEARINGS:**  
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**REVISIONS:**

NO.	DATE	DESCRIPTION

**SPECS**  
CITY OF BEAUMONT, CALIFORNIA  
1105 2ND STREET, SUITE 200  
BEAUMONT, CA 94705-1445  
(925) 790-1445  
www.ci.beaumont.ca.us

**7/10/18**

**CITY OF BEAUMONT**  
ENGINEER  
JAMES L. DODD  
No. 02-502037  
CIVIL ENGINEER

**CITY OF BEAUMONT**  
PUBLIC WORKS DEPARTMENT  
Engineering Division

DESIGN BY: [Signature]  
RECOMMENDED FOR APPROVAL BY: [Signature]  
APPROVED BY: [Signature]  
DATE: 7/10/18

**BOX CULVERT DETAILS**  
FOR  
**4TH STREET**  
FROM POTRERO BLVD. TO 5540 LF WESTERLY  
RETAINING WALL 3 & 4 LAYOUT

**SHEET 5**  
OF 6 SHEETS  
FILE#: 32/01

Item 4.





# City of Beaumont

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

Case No. PW2020-0485
Receipt No. 986538
Fee \$ \$3,000.00/ \$484.14
Date Paid 5/19/20

## BOND EXONERATION APPLICATION

Bond Type:  Performance  Maintenance  Final Monument Inspection  Other: \_\_\_\_\_

1. Contact's Name Erik Engelstad Phone 303-953-5118

2. Contact's Address 3900 S Wadsworth Blvd STE 650 Lakewood CO 80235  
City/State/Zip

5. Contact's E-mail EEngelstad@verdeam.com

3. Developer Name Lassen Development Partners LLLP Phone 303-953-5118  
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 3900 S Wadsworth Blvd STE 650 Lakewood CO 80235  
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):  
Payment and Performance Bond for No. 36426; Lassen Development 4th street Storm Drain Bonds; For 652,012.50 *Bond # LA1E8110742066*

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

Erik Engelstad *Erik Engelstad* 04/29/2020  
Print Name and Sign – Contact/Applicant Date

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

Erik Engelstad *Erik Engelstad* 04/29/2020  
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
- Remove and replace concrete and AC as needed where lifting.
  - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
  - Provide Type II slurry coat for all road surfaces.
  - Restore/Verify pavement striping/markings.
  - Restore/Verify blue dots and signage as needed.
  - Clean and camera sewer. Provide report and video copy of camera survey.
  - Provide all final geotechnical reports.
  - Provide Engineers' certification for line and grade within Right-of-Way.
  - Provide Landscape Architects Certification as required.

Erik Engelstad *Erik Engelstad* 04/29/2020  
Print Name and Sign – Contact/Applicant Date

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 \_\_\_\_\_

2.28.19  
\_\_\_\_\_ Date

Title: Manager

Address: 3900 S Wadsworth Blvd STE 650  
Lakewood CO 80235

Bond No.: LAIFSD742066  
\*Premium: \$11,893.00

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

**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. 36428 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 [Signature]

By [Signature]

Title MANAGER

Title Bart Stewart, Attorney-in-Fact

**POWER OF ATTORNEY  
INTERNATIONAL FIDELITY INSURANCE COMPANY  
ALLEGHENY CASUALTY COMPANY**

Bond # LAIFSU0742066

One Newark Center, 20<sup>th</sup> 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

# 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 }

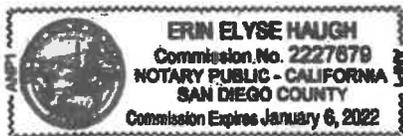
On 02/27/2019 before me, Erin Elyse Haugh, Notary Public  
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

  
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.

Bond No.: LAIFSU0742086  
\*Premium Included In Performance Bond

**EXHIBIT "B"**

**PAYMENT BOND**

WHEREAS, the City Council of the City of Beaumont, State of California, and Lassen Development Partners, L.L.P., 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 60/100 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 hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on February 27, 20 19

**PRINCIPAL:**

**SURETY:**

Lassen Development Partners, L.L.P., a Delaware Limited Liability Partnership

International Fidelity Insurance Company

By [Signature]

By [Signature]

Title MANAGER

Title Bart Stewart, Attorney-in-Fact

**POWER OF ATTORNEY  
INTERNATIONAL FIDELITY INSURANCE COMPANY  
ALLEGHENY CASUALTY COMPANY**

Bond # LAIFSU0742066

One Newark Center, 20<sup>th</sup> 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 20<sup>th</sup> day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10<sup>th</sup> 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 31<sup>st</sup> 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 31<sup>st</sup> 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

# 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 }

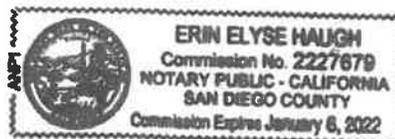
On 02/27/2019 before me, Erin Elyse Haugh, Notary Public  
(Here insert name and title of the officer)

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.*

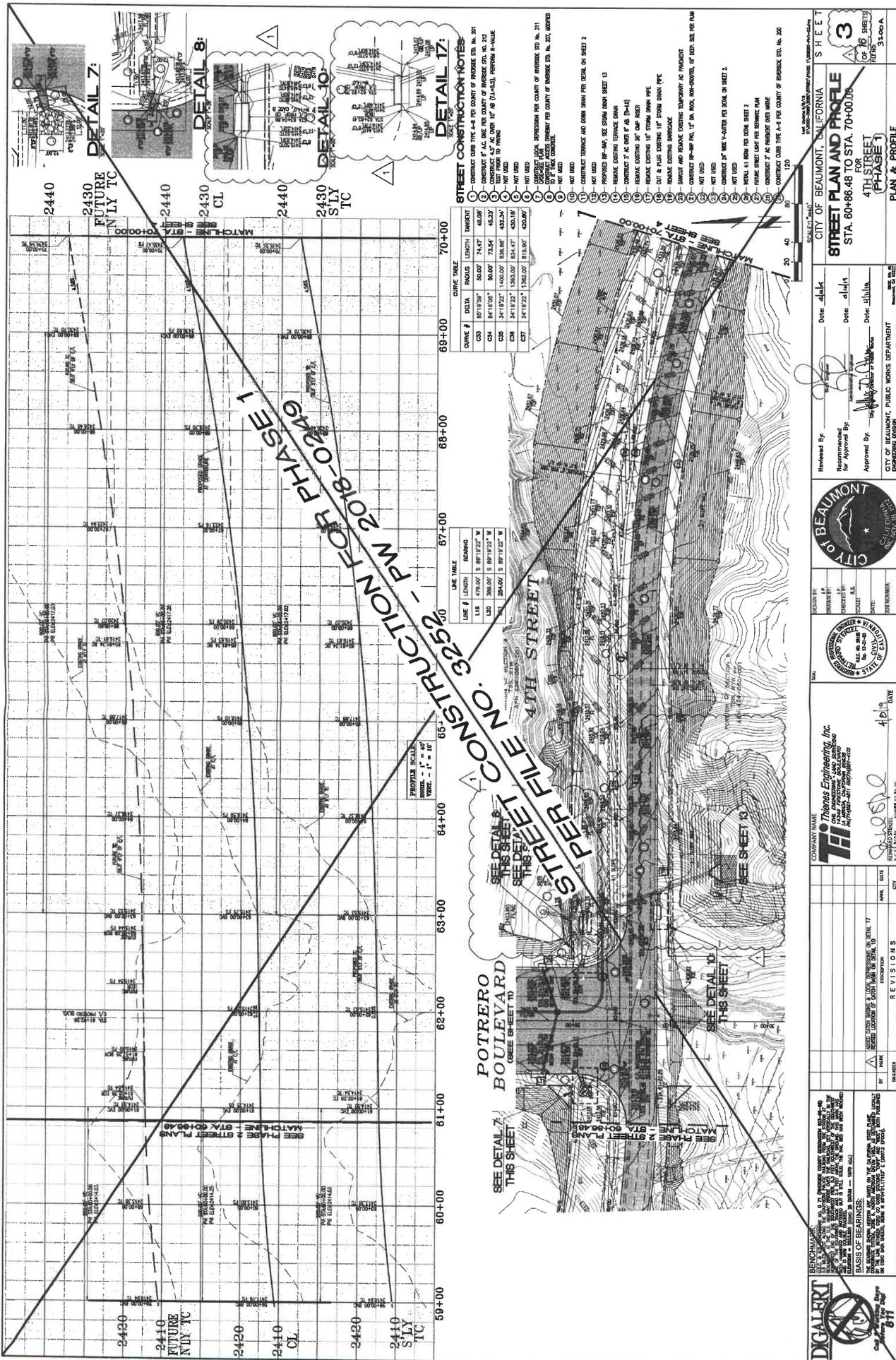
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- 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.











**STREET FILE NO. 3252 - PW 2018-0249**

**POTRERO BOULEVARD**

**4TH STREET**

**STREET PLAN AND PROFILE**

**4TH STREET (PHASE 1)**

**PLAN & PROFILE**

**REVISIONS**

NO.	DATE	DESCRIPTION
1	4/18/18	ISSUED FOR PERMITS

**COMPANY NAME:** TH Engineering Inc.

**DATE:** 4/18/18

**CITY:** BEAUMONT, CALIFORNIA

**STATIONING:** STA. 60+86.49 TO STA. 70+00.00

**PROJECT:** 4TH STREET (PHASE 1)

**SCALE:** 1" = 40'

**DATE:** 4/18/18

**BY:** [Signature]

**CHECKED BY:** [Signature]

**APPROVED BY:** [Signature]

**CITY OF BEAUMONT, CALIFORNIA**

**ENGINEER:** [Signature]

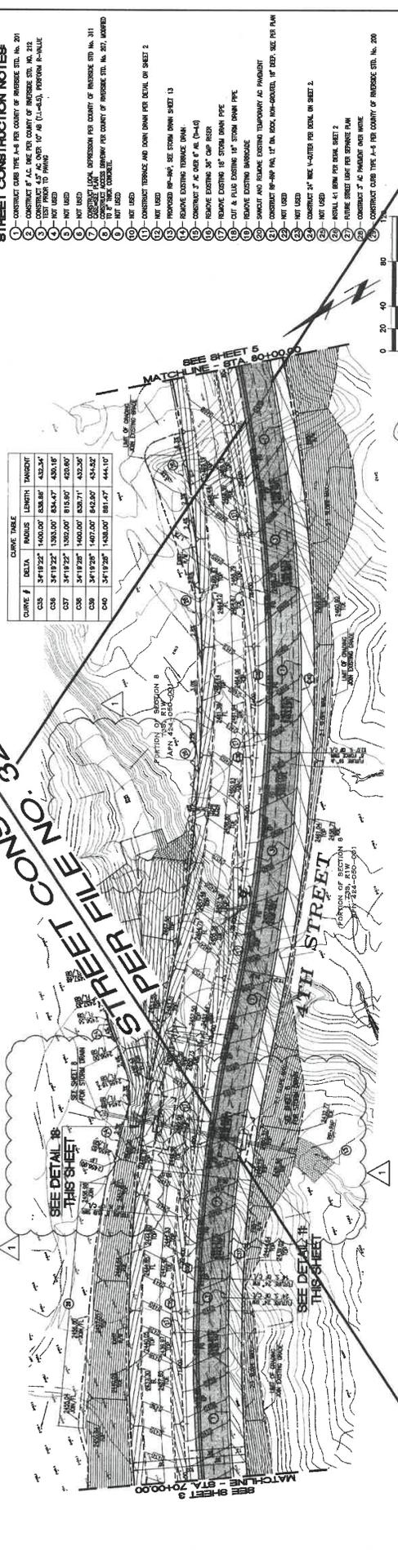
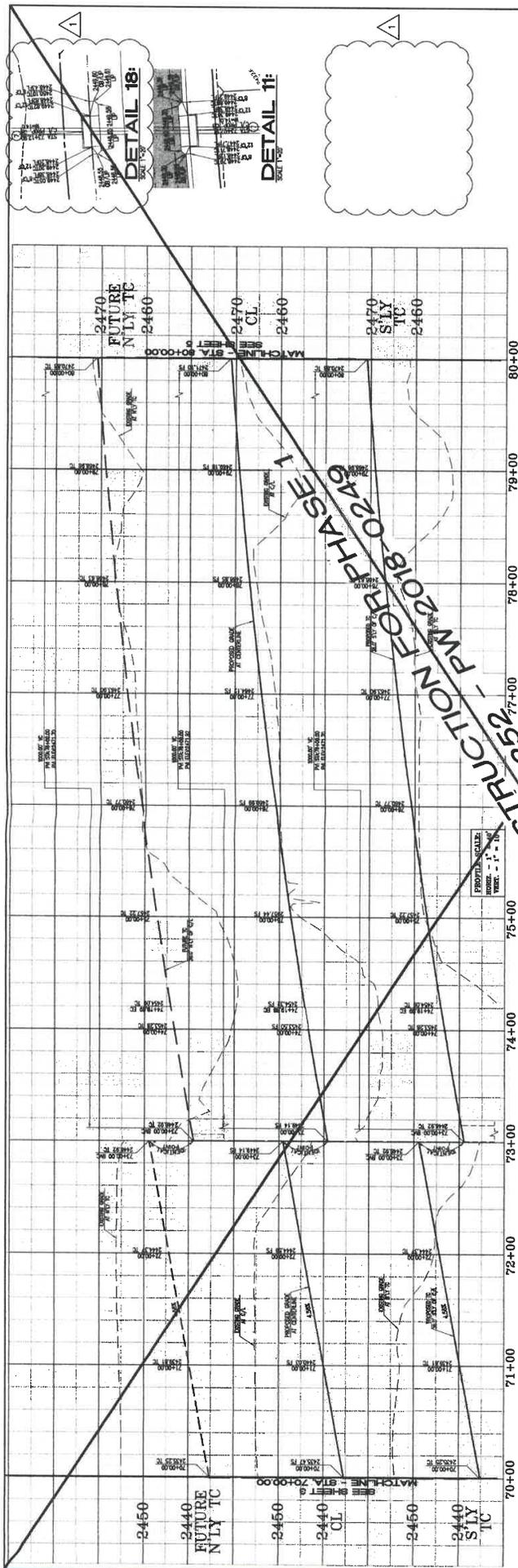
**DATE:** 4/18/18

**PROJECT NO.:** 18-001

**SHEET NO.:** 3

**TOTAL SHEETS:** 16

**SCALE:** 1" = 40'



GRADE TABLE

CURVE #	DATA	POINTS	LENGTH	INCHES
C25	3411227	1030.00	824.87	433.34'
C26	3411227	1030.00	824.87	433.34'
C27	3411227	1030.00	824.87	433.34'
C28	3411227	1030.00	824.87	433.34'
C29	3411227	1030.00	824.87	433.34'
C30	3411227	1030.00	824.87	433.34'

- STREET CONSTRUCTION NOTES**
- CONSTRUCT CURVE TYPE A-1 PER COUNTY OF INDIANA STD. NO. 201
  - CONSTRUCT F.A.C. ONE PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. TWO PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. THREE PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. FOUR PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. FIVE PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. SIX PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. SEVEN PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. EIGHT PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. NINE PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. TEN PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. ELEVEN PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. TWELVE PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. THIRTEEN PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. FOURTEEN PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. FIFTEEN PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. SIXTEEN PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. SEVENTEEN PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. EIGHTEEN PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. NINETEEN PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. TWENTY PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. TWENTY-ONE PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. TWENTY-TWO PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. TWENTY-THREE PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. TWENTY-FOUR PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. TWENTY-FIVE PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. TWENTY-SIX PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. TWENTY-SEVEN PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. TWENTY-EIGHT PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. TWENTY-NINE PER COUNTY OF INDIANA STD. NO. 222
  - CONSTRUCT F.A.C. THIRTY PER COUNTY OF INDIANA STD. NO. 222

**STREET PLAN AND PROFILE**  
 STA. 70+00.00 TO STA. 80+00.00  
 4TH STREET  
 (PHASE 1)

**PLAN & PROFILE**

DATE: 4/11/18  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 APPROVED BY: [Signature]  
 CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT  
 ENGINEERING DIVISION

**REVISIONS**

NO.	DATE	DESCRIPTION
1	4/11/18	ISSUE FOR PERMITS

**BENCHMARK**  
 811

**DGA/RTI**

**THI** Thomas Engineering, Inc.  
 2500 W. BEAUMONT BLVD.  
 SUITE 200  
 BEAUMONT, TX 77705  
 (409) 833-8888

**CITY OF BEAUMONT**

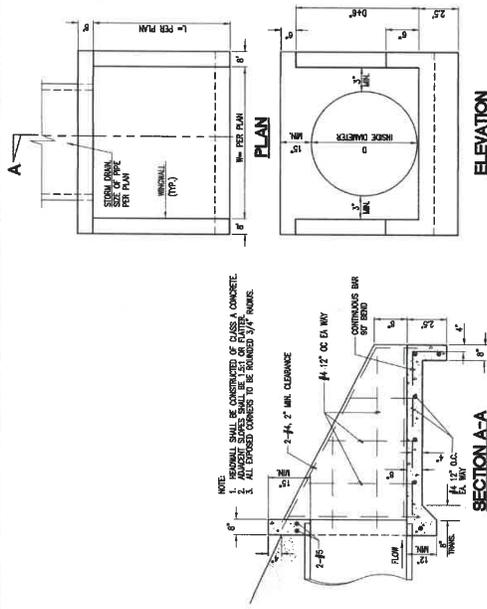
**STREET ENGINEER**  
 [Signature]  
 DATE: 4/11/18



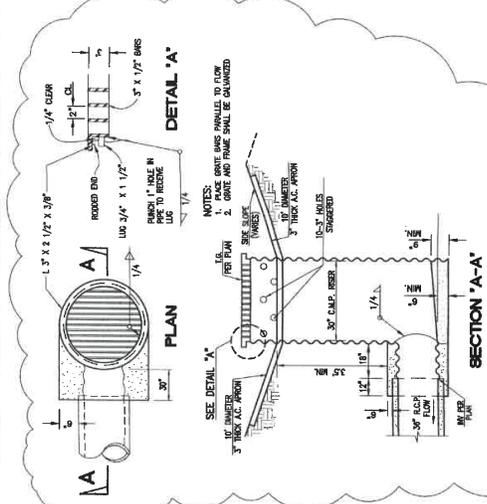




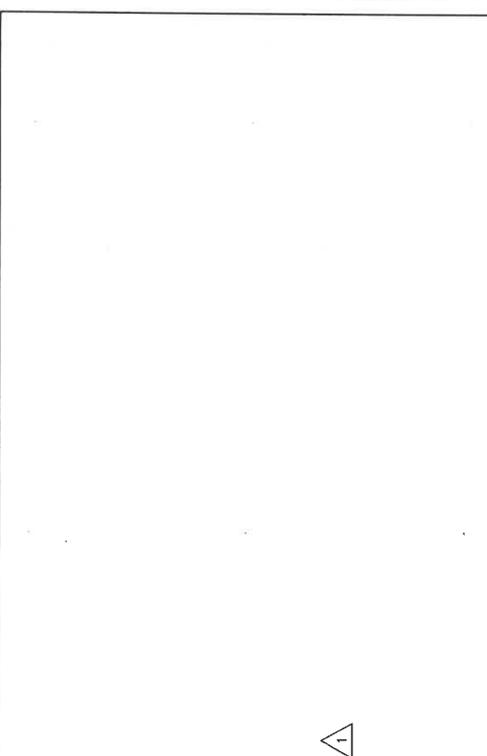




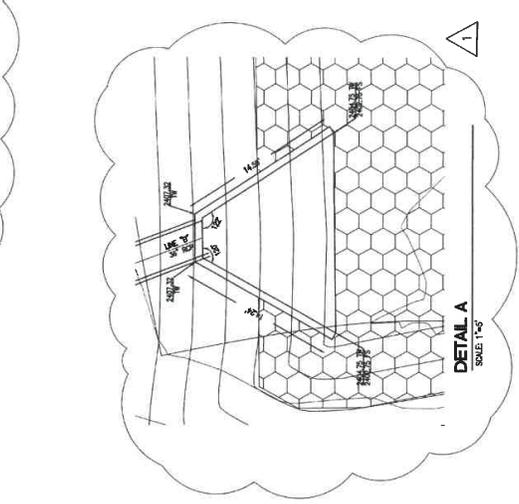
CONCRETE HEADWALL AND WINGWALL  
N.T.S.



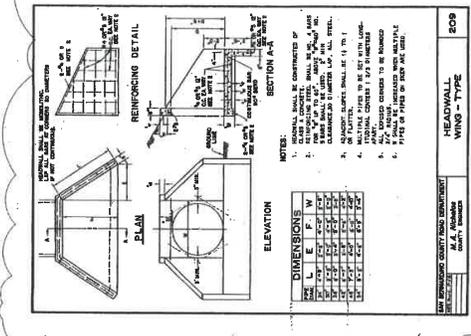
CMP FIBER INLET DETAIL  
N.T.S.



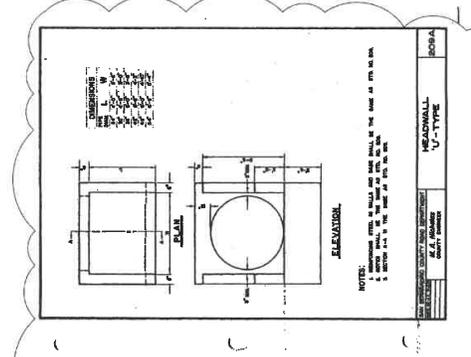
CONCRETE HEADWALL AND WINGWALL  
N.T.S.



HEADWALL DETAIL  
N.T.S.



HEADWALL DETAIL  
N.T.S.



HEADWALL DETAIL  
N.T.S.

**BENCHMARK:**  
 1. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

**BASES OF FOUNDATIONS:** SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 1. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.

**REVISIONS:**

NO.	DATE	DESCRIPTION
1		

**APPROVED BY:** [Signature]  
**DATE:** 4/11/14

**REVIEWED BY:** [Signature]  
**DATE:** 4/11/14

**DESIGNED BY:** [Signature]  
**DATE:** 4/11/14

**CITY OF BEAUMONT, CALIFORNIA**  
 STORM DRAIN DETAILS  
 FOR PHASE 1  
 PLAN & PROFILE

**CITY OF BEAUMONT**  
 PUBLIC WORKS DEPARTMENT  
 BUSINESS DIVISION

**THI** Thiessen Engineering, Inc.  
 10000 WILSON AVENUE, SUITE 100  
 BEAUMONT, TEXAS 77705  
 (409) 833-8800

**DATE:** 4/11/14

**SCALE:** 1"=1'-0"

**REVISIONS:**









0 10 20 40 60  
 SCALE 1"=20'  
 NORTH

13  
 OF 16 SHEETS  
 REVISION: 3-2004  
 PHASE 1

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

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

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT  
 ENGINEERING DIVISION

COUNTY OF TAMU  
 ENGINEER: [Signature] DATE: 4/1/11  
 PROJECT NO.: 1111111111  
 SHEET NO.: 13 OF 16

**THI** Thiessen Engineering, Inc.  
 14000 S. HIGHWAY 290, SUITE 100  
 BEAUMONT, TEXAS 77705-4500  
 TEL: 409-833-1111 FAX: 409-833-1112  
 www.thiesseneng.com

REGISTRATION NO. 1111111111  
 EXPIRES 12/31/11

NO. 1  
 ADDED DRAINAGE DETAIL  
 DISCUSSION  
 REVISIONS

NO. 1  
 ADDED DRAINAGE DETAIL  
 DISCUSSION  
 REVISIONS

NO. 1  
 ADDED DRAINAGE DETAIL  
 DISCUSSION  
 REVISIONS



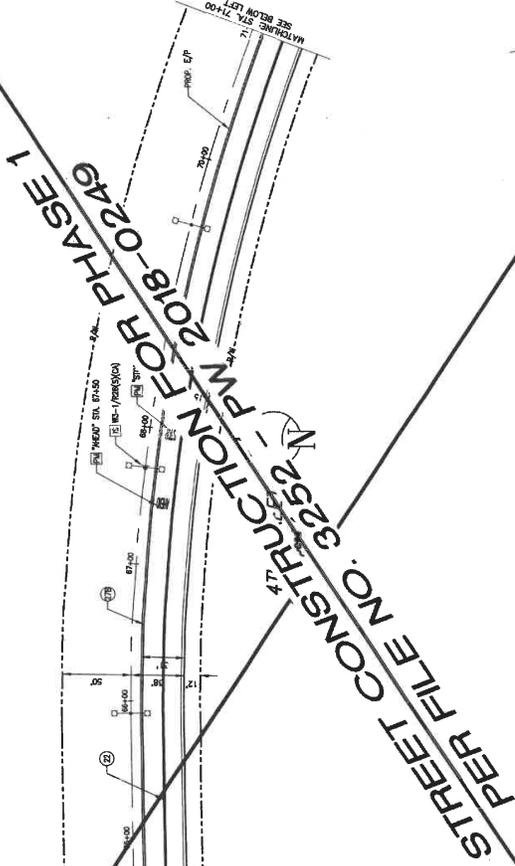
**GENERAL NOTES:**

1. ALL DIMENSIONS AND LEGENDS PRESENTED HEREIN SHALL CONFORM TO THE CALIFORNIA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (CALMUTCD) 2014, REV. 14.2, THE 2015 STANDARD SPECIFICATIONS FOR THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE 2015 STANDARD SPECIFICATIONS OF THE CALIFORNIA DEPARTMENT OF PUBLIC WORKS, REV. 15.2, UNLESS OTHERWISE NOTED. THESE ITEMS SHALL COMPLY WITH CALIFORNIA STANDARD SPECIFICATIONS AND DETAILS. THESE ITEMS SHALL COMPLY WITH CALIFORNIA STANDARD SPECIFICATIONS AND DETAILS.
2. REMOVE ALL EXISTING AND LEGAL PAVERS AND MARKINGS SHALL MATCH CITY STANDARD SPECIFICATIONS AND DETAILS.
3. ALL EXISTING LINES, EXISTING MARKINGS AND MARKINGS SHALL BE REMOVED BY THE CONTRACTOR PRIOR TO INSTALLATION OF NEW STRIPING. ALL EXISTING MARKINGS SHALL BE REMOVED TO THE SATISFACTION OF THE CITY OF BEAUMONT ENGINEERS.
4. UPON FINAL ROLLUP OF NEW PAVEMENT LINES SHALL BE TRACKED TO THE SATISFACTION OF ENGINEER AND CONTRACTOR. TRACKING SHALL BE COMPLETED WHILE STRIPING WORK BEGINS.

5. FIRST STRIPING COAT SHALL BE APPLIED WITHIN 72 HOURS OF SURFACE COURSE PLACEMENT ON STREETS OPEN TO PUBLIC. IN NO CASE SHALL A NEWLY PAVED STREET OPEN TO THE PUBLIC BE LEFT UNSTRIPED OVER A WEEKEND OR HOLIDAY.
6. NEW SIGN POST SHALL BE GALVANIZED STEEL. EACH POST BREAKAWAY ON STEEL TUBING WITH GALVANIZED STEEL BRACKET. ALL SIGN POSTS SHALL BE GALVANIZED STEEL. ALL SIGN POSTS SHALL BE MOUNTED ON STREET LIGHT POLES UNLESS OTHERWISE NOTED. ALL POSTS WITHIN STATE R/W SHALL BE WOOD.
7. ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE.
8. ALL LANE WIDTHS SHALL BE MEASURED FROM THE CENTERLINE OF THE STRIPING TO CURB OR EDGE OF PAVEMENT.
9. ALL NEW STRIPING AND PAVEMENT MARKINGS MUST BE THERMOPLASTIC.

**SIGNING AND STRIPING CONSTRUCTION NOTES:**

NO.	DESCRIPTION	QUANTITY (PER SHEET)	UNIT
1	EXISTING SIGN TO REMAIN	- EA.	EA.
2	INSTALL SIGN AND POST	9 EA.	31 EA.
3	INSTALL THERMOPLASTIC PAVEMENT MARKING AS SHOWN PER CALMUTCD STANDARDS	500 SF	500 SF
4	INSTALL THERMOPLASTIC 1" SOLID WHITE OR CROSSHAKE LINE PER CALMUTCD STANDARDS	- LF	86 LF
5	REMOVE EXISTING STRIPING OR MARKINGS BY HOT LAMINATING PROCESS	- LF	1,300 LF
6	PAINT 1" SOLID WHITE LINE STRIPE	- LF	80 LF
7	PAINT 1" SOLID YELLOW STRIPE	- LF	1,300 LF
8	INSTALL THERMOPLASTIC 1" WHITE LINE STRIPE PER CALMUTCD STANDARDS	1,000 LF	400 LF
9	INSTALL THERMOPLASTIC 1" DOUBLE YELLOW CENTERLINE STRIPE PER CALMUTCD STANDARDS	1,000 LF	1,300 LF
10	INSTALL THERMOPLASTIC 1" DOUBLE YELLOW MEDIAN STRIPE PER CALMUTCD STANDARDS	1,000 LF	1,300 LF
11	INSTALL THERMOPLASTIC 1" WHITE LINE STRIPE PER CALMUTCD STANDARDS	- LF	400 LF
12	INSTALL THERMOPLASTIC 1" WHITE LINE STRIPE PER CALMUTCD STANDARDS	- LF	800 LF
13	INSTALL THERMOPLASTIC 1" WHITE LINE STRIPE PER CALMUTCD STANDARDS	- LF	400 LF



SCALE: 1" = 40'

CITY OF BEAUMONT, CALIFORNIA  
**SIGNING AND STRIPING PLAN**  
 FOR  
**4TH STREET**  
 PHASE 1  
 FROM POTRERO BLVD. TO STATE ST. OF POTRERO BLVD.  
 SHEET 15 OF 15 SHEETS  
 FILE NO: 22-00-A

Reviewed By: \_\_\_\_\_ Date: 4/11/19  
 Recommended for Approval By: \_\_\_\_\_ Date: 4/11/19  
 Approved By: \_\_\_\_\_ Date: 4/11/19

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT  
 BEAUMONT, CALIFORNIA



DESIGNED BY: TJE  
 DRAWN BY: TJE  
 CHECKED BY: TJE  
 SCALE: AS SHOWN  
 DATE: 04/08/19

TJE ENGINEERING, INC. S.A.  
 Traffic Engineering & Construction  
 6 Western, Suite 225, Irvine, CA 92618  
 T: (949) 261-8388 F: (949) 279-3399  
 www.tje-engineering.com

DATE: 4/8/19

NO.	DATE	REVISIONS

**BENCHMARK:**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BEAUMONT AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE CALIFORNIA DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BEAUMONT AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE CALIFORNIA DEPARTMENT OF PUBLIC WORKS.

DCALBERT  
 Cal 2 Working Days  
 811  
 811





## Staff Report

**TO:** City Council

**FROM:** Christina Taylor, Community Development Director

**DATE:** December 15, 2020

**SUBJECT:** **Adopt Resolution to Acknowledge FY 2019/2020 Health and Safety Code (HSC) 13146.4 Annual Inspection Report of Certain Occupancies Pursuant to Sections HSC 13146.2 and 13146.3**

### Background and Analysis:

In 2018, California Health and Safety Code Section 13146.4 was added by Senate Bill 1205 (SB1205) and became effective January 1, 2019. Section 13146.4 requires all fire departments, that provide fire protection services, to report annually to their administering authority on their compliance with Health and Safety Code Sections 13146.2 and 13146.3. Sections 13146.2 and 13146.3 require annual inspections of every building used as a public or private school (used by more than 6 persons for educational purpose through the grade 12), hotel, motel, lodging house, apartment house (3 units or more) and certain residential care facilities for compliance with building standards.

During the time period of July 1, 2019, to June 30, 2020, the Fire Department identified thirteen Group E and forty-seven Group R occupancies, buildings, structures and/or facilities in the City of Beaumont and completed 100% of the annual inspections at the identified occupancies, buildings, structures and/or facilities. The fire department will continue to assess, with the assistance of City staff, the existing building stock and new development within the City in an effort to ensure that all applicable Group E and R buildings, structures and/or facilities receive an annual inspection in accordance with SB1205.

### Fiscal Impact:

Cost to prepare this report is estimated to be \$780.

### Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont, California, Acknowledging Receipt of a Report Made by the Fire

Chief of the Riverside County Fire Department Regarding Compliance with the Annual Inspection of Certain Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.”

**Attachments:**

- A. SB1205
- B. Annual Inspection Report
- C. Resolution

**Senate Bill No. 1205**

CHAPTER 854

An act to add Section 13146.4 to the Health and Safety Code, relating to fire protection.

[Approved by Governor September 27, 2018. Filed with Secretary of State September 27, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1205, Hill. Fire protection services: inspections: compliance reporting.

Existing law requires the chief of any city or county fire department or district providing fire protection services and his or her authorized representatives to inspect every building used as a public or private school within his or her jurisdiction, for the purpose of enforcing specified building standards, not less than once each year, as provided. Existing law requires every city or county fire department or district providing fire protection services that is required to enforce specified building standards to annually inspect certain structures, including hotels, motels, lodging houses, and apartment houses, for compliance with building standards, as provided.

This bill would require every city or county fire department, city and county fire department, or district required to perform the above-described inspections to report annually to its administering authority, as defined, on the department's or district's compliance with the above-described inspection requirements, as provided. The bill would require the administering authority to acknowledge receipt of the report in a resolution or a similar formal document. To the extent this bill would expand the responsibility of a local agency, the bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

*The people of the State of California do enact as follows:*

SECTION 1. Section 13146.4 is added to the Health and Safety Code, to read:

13146.4. (a) Every city or county fire department, city and county fire department, or district required to perform an annual inspection pursuant

to Sections 13146.2 and 13146.3 shall report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3.

(b) The report made pursuant to subdivision (a) shall occur when the administering authority discusses its annual budget, or at another time determined by the administering authority.

(c) The administering authority shall acknowledge receipt of the report made pursuant to subdivision (a) in a resolution or a similar formal document.

(d) For purposes of this section, “administering authority” means a city council, county board of supervisors, or district board, as the case may be.

SEC. 2. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

O

**FY 2019/2020 ANNUAL INSPECTION LIST  
CITY OF BEAUMONT**

**R-1 OCCUPANCIES**

NAME	HOUSE_NO	DIR	STREET	SUFFIX	CITY	ZIP
MOUNTAIN VIEW MOTEL	1430	E	6TH	ST	BEAUMONT	92223
RODEWAY INN	1265	E	6TH	ST	BEAUMONT	92223
AMERICA'S BEST VALUE INN	625	E	5TH	ST	BEAUMONT	92223
BEST WESTERN EL RANCHO INN	550		BEAUMONT	AVE	BEAUMONT	92223
HOLIDAY INN EXPRESS & SUITES	1864		OAK VALLEY VILLAGE	CIR	BEAUMONT	92223

**R-2 OCCUPANCIES**

NAME	HOUSE_NO	DIR	STREET	SUFFIX	CITY	ZIP
MT VIEW APTS	488	E	15TH	ST	BEAUMONT	92223
MULTIPLEX	582	E	5TH	ST	BEAUMONT	92223
MULTIPLEX	600	E	5TH	ST	BEAUMONT	92223
MULTIPLEX	210	W	6TH	ST	BEAUMONT	92223
MULTIPLEX	845	E	6TH	ST	BEAUMONT	92223
MULTIPLEX	1498	E	6TH	ST	BEAUMONT	92223
MULTIPLEX	885	E	7TH	ST	BEAUMONT	92223
MULTIPLEX	1315	E	7TH	ST	BEAUMONT	92223
MULTIPLEX	1321	E	7TH	ST	BEAUMONT	92223
MULTIPLEX	1198	E	8TH	ST	BEAUMONT	92223
MULTIPLEX	703		ALLEGHENY		BEAUMONT	92223
SYCAMORE SQUARE APTS	799		ALLEGHENY	ST	BEAUMONT	92223
MULTIPLEX	645		AMERICAN	AVE	BEAUMONT	92223
MULTIPLEX	655		AMERICAN	AVE	BEAUMONT	92223
MULTIPLEX	714-720		BEAUMONT	AVE	BEAUMONT	92223
MULTIPLEX	905		CHERRY	AVE	BEAUMONT	92223
CHERRYWOOD APTS	979		CHERRY	AVE	BEAUMONT	92223
MULTIPLEX	726		CHESTNUT	AVE	BEAUMONT	92223
MULTIPLEX	738		CHESTNUT	AVE	BEAUMONT	92223
MULTIPLEX	747		CHESTNUT	AVE	BEAUMONT	92223
ORCHARD PARK APTS	423	E	COUGAR	WAY	BEAUMONT	92223
MULTIPLEX	520		EDGAR	AVE	BEAUMONT	92223
MULTIPLEX	1026		EDGAR	AVE	BEAUMONT	92223
MULTIPLEX	1038		EDGAR	ST	BEAUMONT	92223
EDGAR AVE APTS	681-699		EDGAR	AVE	BEAUMONT	92223
MULTIPLEX	629-635,641-647		EUCLID	AVE	BEAUMONT	92223
MULTIPLEX	671		ILLINOIS	AVE	BEAUMONT	92223
MULTIPLEX	683		ILLINOIS		BEAUMONT	92223
LIBERTY VILLAGE APTS	735		ILLINOIS	AVE	BEAUMONT	92223
MULTIPLEX	677		MAGNOLIA	AVE	BEAUMONT	92223
MULTIPLEX	490		MICHIGAN	AVE	BEAUMONT	92223
MULTIPLEX	725		MICHIGAN	AVE	BEAUMONT	92223
PINE TREE APTS	798		MICHIGAN	AVE	BEAUMONT	92223
MULTIPLEX	638,640,642,644,646,650		MICHIGAN	AVE	BEAUMONT	92223
MULTIPLEX	825,827,829,841,843,845		PALM	AVE	BEAUMONT	92223
BEAUMONT TERRACE APTS	752		PENNSYLVANIA	AVE	BEAUMONT	92223
CAPE VILLA APTS	800		PENNSYLVANIA	AVE	BEAUMONT	92223
MULTIPLEX	878		PENNSYLVANIA	AVE	BEAUMONT	92223
MULTIPLEX	864		WELLWOOD	AVE	BEAUMONT	92223
MULTIPLEX	876		WELLWOOD	AVE	BEAUMONT	92223
MULTIPLEX	884		WELLWOOD	AVE	BEAUMONT	92223
NOBLE CREEK APTS	755		XENIA	ST	BEAUMONT	92223

**E OCCUPANCIES**

NAME	HOUSE_NO	DIR	STREET	SUFFIX	CITY	ZIP
GLEN VIEW HIGH SCHOOL	939	E	10TH	ST	BEAUMONT	92223
SUNDANCE ELEMENTARY SCHOOL	1520	E	8TH	ST	BEAUMONT	92223
BROOKSIDE ELEMENTARY SCHOOL	38755		BROOKSIDE	AVE	BEAUMONT	92223
ANNA M. HAUSE ELEMENTARY SCHOOL	1015		CARNATION	LN	BEAUMONT	92223
TOURNAMENT HILLS ELEMENTARY SCHOOL	36611		CHAMPIONS	DR	BEAUMONT	92223
BEAUMONT ADULT SCHOOL	1575		CHERRY	AVE	BEAUMONT	92223
SAN GORGONIO MIDDLE SCHOOL	1591		CHERRY	AVE	BEAUMONT	92223
BEAUMONT HIGH SCHOOL	39139		CHERRY VALLEY	BLVD	BEAUMONT	92223
THREE RINGS RANCH ELEMENTARY SCHOOL	1040		CLAIBORNE	AVE	BEAUMONT	92223
MOUNTAIN VIEW MIDDLE SCHOOL	200		COUGAR	WAY	BEAUMONT	92223
STARLIGHT ELEMENTARY SCHOOL	1510		COUGAR	WAY	BEAUMONT	92223
PALM ELEMENTARY SCHOOL	751		PALM	AVE	BEAUMONT	92223
HIGHLAND ACADEMY CHARTER SCHOOL	715		WELLWOOD	AVE	BEAUMONT	92223

**RESOLUTION NO. 20-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA,** ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE RIVERSIDE COUNTY FIRE DEPARTMENT REGARDING COMPLIANCE WITH THE ANNUAL INSPECTION OF CERTAIN OCCUPANCIES PURSUANT TO SECTIONS 13146.2 and 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

**WHEREAS,** California Health & Safety Code Section 13146.4 was added in 2018, and became effective on January 1, 2019; and

**WHEREAS,** California Health & Safety Code Section 13146.4 requires all fire departments, including the Riverside County Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with Health & Safety Code sections 13146.2 and 13146.3; and

**WHEREAS,** California Health & Safety Code Section 13146.2 and 13146.3 requires all fire departments, including the Riverside County Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards, as provided; and

**WHEREAS,** the Council of the City of Beaumont intends this Resolution to fulfill the requirements of the California Health & Safety Code 13146.4 regarding acknowledgment of the Riverside County Fire Department’s compliance with California Health and Safety Code Sections 13146.2 and 13146.3.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Beaumont, California: expressly acknowledges the measure of compliance of the Riverside County Fire Department with Health and Safety Code sections 13146.2 and 13146.3 in the City of Beaumont for the time period of July 1, 2019 to June 30, 2020, as follows:

**Section 1.** Educational Group E occupancies, for the purposes of this Resolution, are generally those public and private schools, used by more than six persons at any one time for educational purposes through the 12th grade. The Riverside County Fire Department completed 100% of the annual inspections of the identified Group E occupancies, buildings, structures and/or facilities in the City of Beaumont.

**Section 2.** Residential Group R occupancies, for the purposes of this Resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments, cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. The Riverside County Fire Department completed 100% of the annual inspections of the identified Group R occupancies, buildings, structures and/or facilities in the City of Beaumont.

PASSED, APPROVED AND ADOPTED this 15<sup>th</sup> day of December, 2020

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Mike Lara, Mayor

Attest:

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Steven Mehlman, City Clerk

Approved as to form:

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John O. Pinkney, City Attorney



## Staff Report

**TO:** City Council  
**FROM:** Elizabeth Gibbs, Community Services Director  
**DATE:** December 15, 2020  
**SUBJECT:** Declaration of Surplus Property and Request for Disposal

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### Background and Analysis:

The Beaumont Municipal Code Chapter 3.03.010 states, in part, that the duties of staff include *“the disposition of personal property in any lawful manner provided that the disposition is for the common benefit of the City’s citizens. A formal declaration that the property is surplus shall not be required.”*

The first item on the attached surplus list includes a refrigerator assigned to the Police Department and is no longer useable (Attachment A). The next two items are an old camper shell and rolling bed for the bed of a truck assigned to the Community Services Department. The rolling bed was used to easily access items in the truck of the bed covered by the camper shell and neither item is necessary to City current operations. The recommended list also includes a television that is no longer working.

Finally, the last three items on the list are vehicles that are inoperable, two of which have not passed the bi-annual smog check required by the Bureau of Automotive Repair.

Disposal of surplus property will be made in the most economical and practical manner available, including vehicle auction.

### Fiscal Impact:

No significant impact.

### Recommended Action:

Approve disposal of identified City surplus property.

**Attachments:**

- A. Surplus Report

Dept.	Unit #	VIN #	Make	Model	Description	Asset Tag	Year	Size	Fuel Type	Make	Model	G.V.W.R.	Plate
PD					refrigerator	977							
CS					camper shell w/ rolling bed	N/A							
Transit	N/A	N/A			View Sonic TV	282							
CS	9116	2GBHG31K9M4101762	Chevy	Box Truck	Old Mobile Comand	N/A	1988		Gas	Chevy	Van		1027051
Sewer	2269	1CDJC34MOGJ527028	GMC	Sierra	Arrow Board/Flat Bed	N/A	1986		Gas	GMC	Sierra		E072792
Building	2602	IFTYR11U65PA94349	Ford	Ranger	White 4x4 Pickup	N/A	2005	3.0 L	Gas	Ford	v-6	4840	1202517



## Staff Report

**TO:** City Council  
**FROM:** Jeff Mohlenkamp, Finance Director  
**DATE:** December 15, 2020  
**SUBJECT:** **FY 2021 General Fund and Wastewater Fund Budget to Actual through November 2020**

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### **Background and Analysis:**

Staff has updated the analysis of the General Fund and Wastewater Fund for FY 2020-21 with results through November 2020.

This early analysis of the budget to actual results for FY 2021 is included in the attached spreadsheets.

### **Fiscal Impact:**

No fiscal impact.

### **Recommended Action:**

Receive and file.

### **Attachments:**

- A. FY 2021 General Fund Budget to Actual Report – through November 2020
- B. FY 2021 Wastewater Fund Budget to Actual Report – through November 2020



# Budget Comparison Report

## General Fund - Budget to Actual through November 2020

SubCategory	2018-2019	2019-2020	2020-2021	FY 2021 Budget	FY 2021	Notes
	YTD Activity	YTD Activity	YTD Activity		Estimate	
	Through Per	Through Per	Through Per			
<b>Fund: 100 - GENERAL FUND</b>						
<b>Revenue</b>						
<b>Category: 40 - TAXES</b>						
400 - Real Property Taxes	\$ 352,988	\$ 123,169	\$ 471,519	\$ 6,174,605	\$ 6,200,000	Primary revenues in December and May
403 - Personal Property Taxes	\$ -	\$ 229,770	\$ 11,526	\$ 267,137	\$ 317,000	
406 - Franchise Fees	\$ 121,024	\$ 6,171,910	\$ 1,177,597	\$ 3,019,846	\$ 3,030,000	Relects only 2 months to date/ prior years reflect 3 largest portions post in February and June
409 - Sales Taxes	\$ 1,388,398	\$ 1,433,690	\$ 1,176,147	\$ 5,725,048	\$ 6,125,000	
420 - Other Taxes	\$ 658,223	\$ 647,192	\$ 615,259	\$ 7,133,745	\$ 7,100,000	
<b>Total Category: 40 - TAXES:</b>	<b>\$ 2,520,633</b>	<b>\$ 8,605,731</b>	<b>\$ 3,452,047</b>	<b>\$ 22,320,381</b>	<b>\$ 22,772,000</b>	
<b>Category: 41 - LICENSES</b>						
430 - Business Licenses	\$ 74,182	\$ 124,126	\$ 202,005	\$ 325,000	\$ 325,000	
<b>Total Category: 41 - LICENSES:</b>	<b>\$ 74,182</b>	<b>\$ 124,126</b>	<b>\$ 202,005</b>	<b>\$ 325,000</b>	<b>\$ 325,000</b>	
<b>Category: 42 - PERMITS</b>						
450 - Building Permits	\$ 2,615,953	\$ 846,939	\$ 581,195	\$ 2,200,000	\$ 1,900,000	Continuing to track below budget
453 - Inspections	\$ 164,379	\$ 65,089	\$ 121,825	\$ 210,000	\$ 285,000	
456 - Other Permits	\$ 297,641	\$ 183,277	\$ 167,427	\$ 417,500	\$ 400,000	
515 - Public Works	\$ 52	\$ -	\$ -	\$ -	\$ -	
<b>Total Category: 42 - PERMITS:</b>	<b>\$ 3,078,024</b>	<b>\$ 1,095,305</b>	<b>\$ 870,447</b>	<b>\$ 2,827,500</b>	<b>\$ 2,585,000</b>	
<b>Category: 45 - INTERGOVERNMENTAL</b>						
465 - State	\$ 20,062	\$ -	\$ -	\$ -	\$ -	
470 - Local	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Category: 45 - INTERGOVERNMENTAL:</b>	<b>\$ 20,062</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Category: 47 - CHARGES FOR SERVICE</b>						
500 - Sanitation	\$ 2,855,012	\$ 112,615	\$ 12,659	\$ -	\$ -	
505 - Animal Control	\$ 31,961	\$ 41,252	\$ 24,331	\$ 119,450	\$ 65,000	
510 - Community Development	\$ 3,116	\$ 2,348	\$ 1,512	\$ 5,500	\$ 3,700	
515 - Public Works	\$ 7,112	\$ 3,829	\$ 42,772	\$ 7,900	\$ 62,000	
525 - Abatements	\$ 3,852	\$ 5,324	\$ 6,243	\$ 54,500	\$ 27,000	
530 - Public Safety	\$ 83,474	\$ 41,318	\$ 15,721	\$ 537,850	\$ 460,000	
535 - Facilities	\$ 53,543	\$ 56,479	\$ 38,953	\$ 125,000	\$ 95,000	

540 - Programs	\$ 63,157	\$ 48,387	\$ 500	\$ 20,000	\$ 9,000
545 - Other	\$ 54,314	\$ 22,466	\$ 29,365	\$ 148,200	\$ 88,000
<b>Total Category: 47 - CHARGES FOR SERVICE:</b>	<b>\$ 3,155,541</b>	<b>\$ 334,017</b>	<b>\$ 172,057</b>	<b>\$ 1,018,400</b>	<b>\$ 809,700</b>
<b>Category: 50 - FINES AND FORFEITURES</b>					
555 - Vehicle	\$ 20,582	\$ 30,676	\$ 14,799	\$ 70,000	\$ 52,000
557 - Other	\$ 3,499	\$ 14,227	\$ 15,059	\$ 45,000	\$ 48,000
<b>Total Category: 50 - FINES AND FORFEITURES:</b>	<b>\$ 24,080</b>	<b>\$ 44,902</b>	<b>\$ 29,858</b>	<b>\$ 115,000</b>	<b>\$ 100,000</b>
<b>Category: 53 - COST RECOVERY</b>					
465 - State	\$ 8,139	\$ 24,854	\$ -	\$ 25,000	\$ 25,000
565 - Other Income	\$ 194,709	\$ 108,816	\$ (27,879)	\$ 334,000	\$ 320,000
<b>Total Category: 53 - COST RECOVERY:</b>	<b>\$ 202,848</b>	<b>\$ 133,670</b>	<b>\$ (27,879)</b>	<b>\$ 359,000</b>	<b>\$ 345,000</b>
<b>Category: 54 - MISCELLANEOUS REVENUES</b>					
560 - Investment Earnings	\$ 78	\$ 51,961	\$ 128,594	\$ 170,000	\$ 398,000
565 - Other Income	\$ 5,949	\$ 147,820	\$ 195,841	\$ 154,500	\$ 440,000
<b>Total Category: 54 - MISCELLANEOUS REVENUES:</b>	<b>\$ 6,027</b>	<b>\$ 199,781</b>	<b>\$ 324,435</b>	<b>\$ 324,500</b>	<b>\$ 838,000</b>
<b>Category: 58 - OTHER FINANCING SOURCES</b>					
595 - Sale of Assets	\$ -	\$ 13,400	\$ -	\$ 15,000	\$ 15,000
599 - Other	\$ 7,500	\$ -	\$ -	\$ -	\$ -
<b>Total Category: 58 - OTHER FINANCING SOURCES:</b>	<b>\$ 7,500</b>	<b>\$ 13,400</b>	<b>\$ -</b>	<b>\$ 15,000</b>	<b>\$ 15,000</b>
<b>Category: 90 - TRANSFERS</b>					
900 - Transfers	\$ (510,108)	\$ 580,656	\$ 2,556,890	\$ 8,549,581	\$ 8,549,000
<b>Total Category: 90 - TRANSFERS:</b>	<b>\$ (510,108)</b>	<b>\$ 580,656</b>	<b>\$ 2,556,890</b>	<b>\$ 8,549,581</b>	<b>\$ 8,549,000</b>
<b>Total Revenue:</b>	<b>\$ 8,578,790</b>	<b>\$ 11,131,588</b>	<b>\$ 7,579,860</b>	<b>\$ 35,854,362</b>	<b>\$ 36,338,700</b>

Expense

<b>Category: 60 - PERSONNEL SERVICES</b>						
600 - SALARIES AND WAGES	\$ 4,399,070	\$ 4,530,250	\$ 4,699,907	\$ 13,179,560	\$ 12,700,000	Frozen positions added back will increase pace of expenditures in second half of year
610 - BENEFITS	\$ 2,236,388	\$ 3,340,589	\$ 2,661,597	\$ 6,073,295	\$ 5,940,000	PERS liability for the entire year has been paid and is included in actuals
615 - OTHER	\$ 247,918	\$ 341,468	\$ 261,906	\$ 478,509	\$ 638,796	
<b>Total Category: 60 - PERSONNEL SERVICES:</b>	<b>\$ 6,883,376</b>	<b>\$ 8,212,308</b>	<b>\$ 7,623,410</b>	<b>\$ 19,731,364</b>	<b>\$ 19,278,796</b>	
<b>Category: 65 - OPERATING COSTS</b>						
650 - UTILITIES	\$ 787,938	\$ 773,476	\$ 736,376	\$ 1,548,533	\$ 1,753,275	Tracking over budget
655 - ADMINISTRATIVE	\$ 122,167	\$ 145,072	\$ 143,559	\$ 354,623	\$ 341,807	
660 - FLEET COSTS	\$ 127,936	\$ 155,737	\$ 125,568	\$ 369,669	\$ 298,971	
665 - PROGRAM COSTS	\$ 335,291	\$ 358,363	\$ 423,861	\$ 741,619	\$ 819,000	
670 - REPAIRS AND MAINTENANCE	\$ 122,143	\$ 115,543	\$ 260,037	\$ 820,510	\$ 809,000	
675 - SUPPLIES	\$ 108,533	\$ 108,920	\$ 92,102	\$ 541,570	\$ 459,000	
680 - SPECIAL SERVICES	\$ 2,160,326	\$ 380,927	\$ 74,757	\$ 612,000	\$ 567,000	Expenditures expected to increase
690 - CONTRACTUAL SERVICES	\$ 1,344,099	\$ 1,128,546	\$ 1,051,903	\$ 7,325,058	\$ 6,550,000	Expenditures expected to increase
697 - ADMIN OVERHEAD	\$ (178,000)	\$ (187,500)	\$ -	\$ -	\$ -	

699 - OTHER	\$ 902,096	\$ 1,163,274	\$ 1,480,553	\$ 1,538,766	\$ 1,540,000	Insurance payment has been paid for entire year - largest portion of this cost
<b>Total Category: 65 - OPERATING COSTS:</b>	<b>\$ 5,832,528</b>	<b>\$ 4,142,358</b>	<b>\$ 4,388,716</b>	<b>\$ 13,852,348</b>	<b>\$ 13,138,054</b>	
<b>Category: 70 - CAPITAL IMPROVEMENTS</b>						
700 - EQUIPMENT	\$ 157,443	\$ 18,635	\$ 41,115	\$ 180,000	\$ 175,000	
703 - FURNITURE	\$ -	\$ 6,466	\$ -	\$ -	\$ -	
705 - VEHICLE	\$ 30,286	\$ 112,395	\$ 139,209	\$ 273,816	\$ 274,000	
710 - STRUCTURE	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Category: 70 - CAPITAL IMPROVEMENTS:</b>	<b>\$ 187,729</b>	<b>\$ 137,495</b>	<b>\$ 180,324</b>	<b>\$ 453,816</b>	<b>\$ 449,000</b>	
<b>Category: 77 - CONTINGENCY</b>						
770 - CONTINGENCY	\$ -	\$ -	\$ -	\$ 150,001	\$ 140,000	
<b>Total Category: 77 - CONTINGENCY:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 150,001</b>	<b>\$ 140,000</b>	
<b>Category: 90 - TRANSFERS</b>						
900 - Transfers	\$ -	\$ -	\$ 8,227	\$ 31,000	\$ 130,000	Covid, FEMA and flood prep costs - portion not reimbursable
<b>Total Category: 90 - TRANSFERS:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,227</b>	<b>\$ 31,000</b>	<b>\$ 130,000</b>	
<b>Total Expense:</b>	<b>\$ 12,903,632</b>	<b>\$ 12,492,161</b>	<b>\$ 12,200,676</b>	<b>\$ 34,218,529</b>	<b>\$ 33,135,850</b>	
<b>Total Fund: 100 - GENERAL FUND:</b>	<b>\$ (4,324,842)</b>	<b>\$ (1,360,573)</b>	<b>\$ (4,620,816)</b>	<b>\$ 1,635,833</b>	<b>\$ 3,202,850</b>	

Analysis: The General Fund is budgeted to have a surplus of approximately \$1.6 million. Revenues are tracking to meet or exceed the budget target. Expenses are currently tracking below budget for both personnel and operating costs. Staff currently project a budget surplus of approximately \$3.2 million. Note: economic disruption from the Covid emergency could adversely impact this estimate.



City of Beaumont, CA

# Budget Comparison Report

## FY 2021 Wastewater Fund Budget to Actual through November 2020

Item 7.

SubCategory	2018-2019 YTD Activity Through Per	2019-2020 YTD Activity Through Per	2020-2021 YTD Activity Through Per	FY 2021 Budget	FY 2021 Estimate
<b>Fund: 700 - WASTEWATER FUND</b>					
<b>Revenue</b>					
<b>Category: 50 - FINES AND FORFEITURES</b>					
557 - Other	\$ 100	\$ -	\$ -	\$ -	
<b>Total Category: 50 - FINES AND FORFEITURES:</b>	<b>\$ 100</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Category: 53 - COST RECOVERY</b>					
565 - Other Income	\$ -	\$ 6,236	\$ -	\$ 6,300	\$ 6,000
<b>Total Category: 53 - COST RECOVERY:</b>	<b>\$ -</b>	<b>\$ 6,236</b>	<b>\$ -</b>	<b>\$ 6,300</b>	
<b>Category: 54 - MISCELLANEOUS REVENUES</b>					
560 - Investment Earnings	\$ -	\$ 16,119	\$ -	\$ 37,500	\$ 35,000
<b>Total Category: 54 - MISCELLANEOUS REVENUES:</b>	<b>\$ -</b>	<b>\$ 16,119</b>	<b>\$ -</b>	<b>\$ 37,500</b>	
<b>Category: 56 - PROPRIETARY REVENUES</b>					
570 - WasteWater	\$ 2,954,462	\$ 3,309,322	\$ 3,321,837	\$ 10,849,000	\$ 10,800,000
<b>Total Category: 56 - PROPRIETARY REVENUES:</b>	<b>\$ 2,954,462</b>	<b>\$ 3,309,322</b>	<b>\$ 3,321,837</b>	<b>\$ 10,849,000</b>	<b>\$ 10,800,000</b>
<b>Category: 58 - OTHER FINANCING SOURCES</b>					
595 - Sale of Assets	\$ -	\$ -	\$ -	\$ -	
599 - Other	\$ -	\$ -	\$ -	\$ -	
<b>Total Category: 58 - OTHER FINANCING SOURCES:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Category: 90 - TRANSFERS</b>					
900 - Transfers	\$ -	\$ -	\$ -	\$ -	
<b>Total Category: 90 - TRANSFERS:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Total Revenue:</b>	<b>\$ 2,954,562</b>	<b>\$ 3,331,677</b>	<b>\$ 3,321,837</b>	<b>\$ 10,892,800</b>	<b>\$ 10,841,000</b>
<b>Expense</b>					
<b>Category: 60 - PERSONNEL SERVICES</b>					
600 - SALARIES AND WAGES	\$ 160,854	\$ 403,724	\$ 390,081	\$ 1,340,577	\$ 1,160,000
610 - BENEFITS	\$ 68,034	\$ 167,766	\$ 141,352	\$ 501,401	\$ 420,000
615 - OTHER	\$ 3,264	\$ 6,733	\$ 6,105	\$ 17,572	\$ 15,000
<b>Total Category: 60 - PERSONNEL SERVICES:</b>	<b>\$ 232,152</b>	<b>\$ 578,223</b>	<b>\$ 537,538</b>	<b>\$ 1,859,549</b>	<b>\$ 1,595,000</b>
<b>Category: 65 - OPERATING COSTS</b>					
650 - UTILITIES	\$ 382,997	\$ 364,819	\$ 333,628	\$ 827,821	\$ 920,000
655 - ADMINISTRATIVE	\$ 49,678	\$ 44,882	\$ 58,121	\$ 291,216	\$ 236,000
660 - FLEET COSTS	\$ 2,068	\$ 11,220	\$ 11,330	\$ 31,980	\$ 28,000

670 - REPAIRS AND MAINTENANCE	\$ 3,770	\$ 32,378	\$ 19,473	\$ 60,695	\$ 56,000
675 - SUPPLIES	\$ 114,146	\$ 82,495	\$ 137,832	\$ 379,610	\$ 353,000
690 - CONTRACTUAL SERVICES	\$ 562,183	\$ 274,447	\$ 305,111	\$ 1,062,563	\$ 968,000
697 - ADMIN OVERHEAD	\$ 153,000	\$ 162,500	\$ -	\$ -	
699 - OTHER	\$ 5,790	\$ 74,314	\$ 26,004	\$ 480,137	\$ 428,000
<b>Total Category: 65 - OPERATING COSTS:</b>	<b>\$ 1,273,632</b>	<b>\$ 1,047,057</b>	<b>\$ 891,499</b>	<b>\$ 3,134,022</b>	<b>\$ 2,989,000</b>

**Category: 70 - CAPITAL IMPROVEMENTS**

700 - EQUIPMENT	\$ 1,832	\$ -	\$ -	\$ 153,638	\$ 150,000
750 - OTHER	\$ -	\$ -	\$ -	\$ 103,804	\$ 100,000
<b>Total Category: 70 - CAPITAL IMPROVEMENTS:</b>	<b>\$ 1,832</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 257,442</b>	<b>\$ 250,000</b>

**Category: 90 - TRANSFERS**

900 - Transfers	\$ -	\$ 2,967,753	\$ 3,334,344	\$ 5,641,787	\$ 5,641,787
<b>Total Category: 90 - TRANSFERS:</b>	<b>\$ -</b>	<b>\$ 2,967,753</b>	<b>\$ 3,334,344</b>	<b>\$ 5,641,787</b>	<b>\$ 5,641,787</b>

<b>Total Expense:</b>	<b>\$ 1,507,616</b>	<b>\$ 4,593,033</b>	<b>\$ 4,763,381</b>	<b>\$ 10,892,800</b>	<b>\$ 10,475,787</b>
<b>Total Fund: 700 - WASTEWATER FUND:</b>	<b>\$ 1,446,946</b>	<b>\$ (1,261,356)</b>	<b>\$ (1,441,544)</b>	<b>\$ -</b>	<b>\$ 365,213</b>

Analysis: Revenues are tracking close to the budget. Expenditures are also tracking below budget providing an estimated budget surplus of greater than \$300K.

**Budget Comparison Report**

Fund	2018-2019	2019-2020	2020-2021	Parent Budget
	YTD Activity	YTD Activity	YTD Activity	2020-2021
	Through Per	Through Per	Through Per	V1 2020-2021
700 - WASTEWATER FUND	1446945.72	-1261355.79	-1441544.04	0
<b>Report Total:</b>	<b>1446945.72</b>	<b>-1261355.79</b>	<b>-1441544.04</b>	<b>0</b>



## Staff Report

**TO:** City Council  
**FROM:** Nicole Wheelwright, Deputy City Clerk  
**DATE:** December 15, 2020  
**SUBJECT:** **Mayoral Appointments to Various Boards, Commissions and Committees**

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### Background and Analysis:

As part of an annual reorganization, it is the Mayor's discretion to appoint City Council members to various boards, commissions and committees. The following entities require representatives from the City Council.

- Transportation Now
- Riverside Transit Agency
- Riverside County Transportation Commission
- Western Riverside County Regional Conservation Authority
- Beaumont Cherry Valley Parks and Recreation District
- Beaumont Cherry Valley Water District
- Beaumont Unified School District
- Legislative Liaison
- Collaborative Agency
- City Manager and Mayor's Breakfast
- Eastern Riverside County Interoperable Communications Authority
- Southern California Association of Governments
- League of California Cities
- Memorial Committee
- San Geronio Pass Regional Focused High Collision Reduction Task Force
- Finance and Audit Committee
- Economic Development Committee
- San Geronio Integrated Water Management Region Stakeholder Advisory Committee
- Western Riverside Council of Governments
- Transit Ad-Hoc 2x2 Committee

- Water Re-Use Ad-Hoc 2x2 Committee
- Passcom

**Fiscal Impact:**

Staff estimates the cost to prepare this staff report to be \$195.

**Recommended Action:**

Mayoral appointments of City Council members to various boards, commissions and committees.

## Boards and Committees

Print Form

### Transportation Now

Regional meeting of Transit providers and community advocates to discuss regional transit issues

\_\_\_\_\_ Representative

\_\_\_\_\_ Representative

*Meets the first Thursday of the month @ 12 noon 550 E 6<sup>th</sup> St, City Hall, Beaumont*

### Riverside Transit Agency

A collaboration of cities within the County of Riverside to discuss transportation within the County.

\_\_\_\_\_ Representative

\_\_\_\_\_ Alternate Representative

*Meets the fourth Thursday of the month @ 2:00pm 1825 Third Street, Board Room, Riverside*

### Riverside County Transportation Commission\*

Oversees transportation capital projects in the Western Riverside County.

\_\_\_\_\_ Representative

\_\_\_\_\_ Alternate Representative

*Meets the Second Wednesday of the month at 9:30pm 4080 Lemon Street, First Floor*

### Western Riverside County Regional Conservation Authority

A joint powers authority for the purpose of acquiring, administering, operating and maintaining land and facilities for ecosystem conservation

\_\_\_\_\_ Board Member

\_\_\_\_\_ Alternate Board Member

*Meets the first Monday of the month at 12:30pm 4080 Lemon Street, First Floor*

### Beaumont Cherry Valley Parks and Recreation District

Operates parks and recreation centers in the Beaumont/Cherry Valley Area

\_\_\_\_\_ Liaison

\_\_\_\_\_ Alternate Liaison

*Meets the second Wednesday of the month at 5:00pm 390 W. Oak Valley Pkwy, Beaumont*

**Beaumont Cherry Valley Water District**

Water distribution for the Beaumont, Cherry Valley and a portion of Calimesa

\_\_\_\_\_ Liaison

\_\_\_\_\_ Alternate Liaison

*Meets the second Wednesday of the month at 7:00pm 560 Magnolia Ave, Beaumont*

**Beaumont Unified School District**

Meeting for the Board of Trustees to discuss topics within the district.

\_\_\_\_\_ Liaison

\_\_\_\_\_ Alternate Liaison

*Meets the second and fourth Tuesday of the month at 6:30pm 350 W. Brookside Ave, Beaumont*

**Legislative Liaison**

Representation of Beaumont at Sacramento and Washington DC events.

\_\_\_\_\_

**Collaborative Agency**

A joint meeting between agencies within the City to collaborate on events and issues, initially started as an emergency operations agency.

\_\_\_\_\_ Representative

\_\_\_\_\_ Alternate Representative

*Meets every two months*

**City Manager and Mayor’s Breakfast**

A joint meeting between the Mayors and City Managers of Banning, Beaumont, Morongo, Calimesa and Riverside County Supervisor.

Mayor \_\_\_\_\_ Representative

City Manager, Todd Parton – Representative

*Meets the first Thursday of the month at 7:00am*

**Eastern Riverside County Interoperable Communications Authority (ERICA)**

Joint Powers authority of cities regarding radio communications

\_\_\_\_\_ Representative

Kari Mendoza – Board Member

*Meets on the even months at 2:00*

*68700 Avenida Lalo Guerrero, City Hall, Cathedral City*

**Southern California Association of Governments\***

Joint Powers Authority under State Law to address regional issues

\_\_\_\_\_ Representative

\_\_\_\_\_ Alternate

*Meets on the first Thursday of the month, 818 West 7<sup>th</sup> Street, 12<sup>th</sup> Floor, Los Angeles*

**League of California Cities**

Association of California City Officials to combine resources and information to influence policy

\_\_\_\_\_ Voting Delegate

\_\_\_\_\_ Alternate

*Rotating locations*

**Memorial Committee**

Committee to oversee the City memorials (i.e Police and Fire Memorial, Veteran’s Memorial)

\_\_\_\_\_ Committee Member

\_\_\_\_\_ Alternate Committee Member

*Meets on an as-needed basis 550 E 6<sup>th</sup> St, City Hall, Beaumont*

**San Gorgonio Pass Regional Focused High-Collision Reduction Task Force**

To assess traffic collisions and recommend traffic safety improvement strategies to reduce fatal and injury collisions and promote traffic safety public education and awareness

\_\_\_\_\_ Representative

\_\_\_\_\_ Alternate

*Meets quarterly at 10:00am*

*195 Highland Springs Ave., Beaumont*

**Finance and Audit Committee**

Promotes enhanced fiscal responsibility, accountability, integrity and transparency.

\_\_\_\_\_ Committee Member/Council Member

\_\_\_\_\_ Committee Member/Council Member

*Meets the first Monday of the month at 6:00pm 550 E 6<sup>th</sup> St, City Hall, Beaumont*

**Economic Development Committee**

Evaluate and provide advice and recommendations to the City Council concerning Economic Development matters.

\_\_\_\_\_ Committee Member/Council Member

\_\_\_\_\_ Committee Member/Council Member

*Meets the second Wednesday of the month at 4:00pm 550 E 6<sup>th</sup> St, City Hall, Beaumont*

**San Gorgonio Integrated Regional Water Management Region Stakeholder Advisory Committee**

Collaborative committee to manage water resources on a regional scale

\_\_\_\_\_ Committee Member/Council Member

\_\_\_\_\_ Committee Member/Council Member

*Meets the third Wednesday of the month at 5:30pm*

*125 E Ramsey St, Banning Police Department, Banning*

**Western Riverside Council of Governments\***

Comprised of cities in Riverside County to discuss regional issues

\_\_\_\_\_ Committee Member/Council Member

\_\_\_\_\_ Committee Member/Council Member

*Meets the first Monday of the month at 2:00pm*

*4080 Lemon St, County of Riverside Administrative Building, Riverside*

**Transit Ad-Hoc 2x2 Committee**

Collaborative meeting with the City of Banning to discuss Transit services and operational matters.

\_\_\_\_\_ Committee Member/Council Member

\_\_\_\_\_ Committee Member/Council Member

– Banning Council Member

– Banning Council Member

*Meets on an as-needed basis*

*550 E 6<sup>th</sup> St., City Hall, Beaumont*

**Water Re-Use Ad-Hoc 2x2 Committee**

Collaborative meeting with the Beaumont Cherry Valley Water District to discuss logistics of re-use water from the Treatment Plant

\_\_\_\_\_ Committee Member/Council Member

\_\_\_\_\_ Committee Member/Council Member

– BCVWD Board Member

– BCVWD Board Member

*Meets on an as-needed basis*

*550 E 6<sup>th</sup> St., City Hall, Beaumont*

**Pass Com**

\_\_\_\_\_ Representative

\_\_\_\_\_ Alternate

*Meets on the 2<sup>nd</sup> Tuesday of the month at 10:00 am*

*\*currently researching additional details*



## Staff Report

**TO:** City Council

**FROM:** Nicole Wheelwright, Deputy City Clerk

**DATE:** December 15, 2020

**SUBJECT:** **Appointments to Planning Commission, Finance and Audit Committee, Economic Development Committee, and Administrative Appeals Board**

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### Background and Analysis:

The following commission and committees and board have members with term ending dates in which City Council shall appoint new or returning members to. Attached are the applications for consideration of appointment.

#### Planning Commission

Three members with ending terms.

- Robert Tinker
- Anthony Colindres
- Patrick Stephens

#### Finance and Audit Committee

Five members with ending terms.

- Steven Cooley – Resident Member
- Billiath Bengesa – Resident Member
- Richard Bennecke – Resident Member
- *Vacant* – Business Owner/Resident Member
- *Vacant* – Alternate Member

#### Economic Development Committee

Six members with ending terms.

- Monir Ahmed – Business Community Member
- Allen Koblin – Community Member
- Bernie Balland – Community Member
- Karen Wheat – Community/Non Business Member
- Rob Moran – Developer/Economic Developer Representative

- Ebon Brown – BUSD/Secondary Education Representative
- *Vacant* – Business Community Member

### **Administrative Appeals Board**

Seven members with ending terms.

- Ron Rader
- Mayra Garcia
- Joann Roberts
- Carl Vince
- Evelyn Bengesa
- Daniel Adams
- Andrew Lang-Reyes

### **Fiscal Impact:**

Staff estimates the cost of preparing this staff report to be \$390.

### **Recommended Action:**

City Council appointment of members to the Planning Commission, Finance and Audit Committee, Economic Development Committee and the Board of Administrative Appeals.

### **Attachments:**

- A. Applications

## **Planning Commission Applicants**

**Patrick Stephens**

**Anthony Colindres**

**Jessica Black**

**Allen McNabb**

**Jeena Cirivello**

## Nicole Wheelwright

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**From:** noreply@civicplus.com  
**Sent:** Friday, November 20, 2020 2:16 PM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Planning Commission Appointment 2020

### Planning Commission Appointment 2020

Applications to fill the vacant seats of the Beaumont Planning Commission will be accepted through Tuesday, December 1, 2020 at 5:00 p.m.  
*Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.*

First Name	Patrick
Last Name	Stephens
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	pstephens@beaumontca.gov
Occupation/Profession	Media/Communications Coordinator
Employer Name	County of Riverside
Are you 18 years of age or older?	Yes
Are you a resident in the City of Beaumont?	Yes

#### Questions

*Please answer the following questions which are intended to assist the City Council in assessing your qualifications and experience for the Planning Commission vacancy.*

Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Planning Commissioner?	I am not aware of any conflicts, financial or otherwise that could effect my appointment as a Planning Commissioner.
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Briefly state your qualifications, including any skills or background related to City Planning, development and building/construction:

I have served as a City of Beaumont Planning Commissioner for the past two years. Most recently, I was selected as vice chair. Throughout my career as a media professional for various municipalities, I have attended, as part of my job duties, countless meetings of government agencies, commissions, and councils. I have worked in both the private and public sector and understand the Brown Act and Open Meeting act. As someone who is not an engineer or planning professional, I have worked closely with these individuals in agencies I have worked in. I provide input on items brought forward to the commission that are unique to my own experiences living and working in the region. I listen to the constituents and bring forward items of concern to staff ahead of time to get to get them addressed. I respect staff for the expertise and time devoted to listening to the community and developers and bringing projects forward that are complete and thorough. I have met with applicants and citizens addressing concerns about certain projects. I listen to their needs and can relate to both sides.

What would your vision for Beaumont’s future?

The Planning Commission just moved forward the General Plan for approval by the City Council. Throughout the years, this plan will need to be updated to adapt and adjust to new trends, housing, commercial, and industrial needs. This plan and any amendments, should be made according to the best needs of the community, all of Beaumont Citizens. Our neighboring cities are also growing and there needs to be more collaboration and information sharing due to the impacts and sphere of influence on the communities that the different projects and developments will have.

If you were a Planning Commission member representing the Beaumont Citizens, how would you define “quality of life”?

While serving as Planning Commissioner for the City of Beaumont, there continues to be areas of concern which are brought up that directly effect the quality of life. 2nd Street Marketplace, Highland Springs Ave, and the downtown area must continue to be looked at for improvements like traffic flow and safety especially when new development applications come in. Compatible uses in the downtown area must be considered when approving new businesses which will give residents and visitors a feeling of pride, safety, and comfort. I supported more electric vehicle recharge stations on the West side of town on the 10 freeway corridor to help meet the demand of electric vehicles owned by Beaumont residents and to also capture the market from travelers before they get to Banning, Cabazon, or neighbors to the West. For sensitive use facilities like veteran housing and recovery centers, I added to the conditions of approval, the requirement for more storage time on the security cameras, so when needed, the facility or

safety personnel can seek video surveillance footage further back. A lot of small, sensible decisions will assist in the quality of life.

What involvement do you currently have in the community?

I served the past two years as an elected HOA board member for our community. While on the board, I used my contacts from the County of Riverside to bring in the Youth Commission volunteers to assist for our community events. Before my term ended (I did not seek re-election), contacts were made to bring in other County departments to serve at our events like Flood and Waste departments to have booths and demonstrations aimed at educating and informing our youth on watershed protection, recycling, and composting. All events were canceled this year.

Last Thanksgiving, my wife and I volunteered to serve Thanksgiving meals to the needy as part of the annual outreach with the City of Beaumont. We plan on doing the same this year.

While Church services were open, I volunteered as an usher and Eucharistic Minister.

I attended and completed an eight week course with the Riverside County District Attorney Citizen's Academy which educated and informed the attendees on the inner workings of the District Attorney's office. The goal is to promote trust and engagement through participation and increased knowledge.

As part of my regular job duties at the County of Riverside, I attend all Board of Supervisors meetings, Planning and many other agency meetings that effect our community in some way.

Additional Information

Resume [pstephens-Resume.pdf](#)

Additional Information *Field not completed.*

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## Nicole Wheelwright

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**From:** Anthony Colindres  
**Sent:** Tuesday, December 08, 2020 3:46 PM  
**To:** Nicole Wheelwright  
**Subject:** Planning commission update

Planning Commission

To Council

To those who do not know me my name is Anthony Colindres owner of Cornerstone BBQ , current planning commissioner and resident of beautiful Beaumont Ca. I step in to commission in November 2019 seems quick to be reapplying. But the time has come, we have had some unique times to overcome a few obstacles. I believe the city employees and coordinator have done an amazing job keeping everyone safe and keep everything moving forward. In my time as commissioner I have learn a lot from our planning commission. Seeing our city in a whole view perspective and not as an individual but as a community. It is so refreshing to see some many people working hard to see the best for our city. I want to thank our city for allowing me the time I have serve as a commissioner and would like the opportunity to reapply for the commission. I know we have some more work to be done here in our city and would love the chance to be apart of molding new Beaumont a city elevated.

Get [Outlook for iOS](#)

## Nicole Wheelwright

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**From:** noreply@civicplus.com  
**Sent:** Monday, November 30, 2020 11:48 AM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Planning Commission Appointment 2020

### Planning Commission Appointment 2020

Applications to fill the vacant seats of the Beaumont Planning Commission will be accepted through Tuesday, December 1, 2020 at 5:00 p.m.  
*Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.*

First Name	Jessica
Last Name	Black
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	Beaumont CA 92223
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Educator
Employer Name	Riverside Unified School District
Are you 18 years of age or older?	Yes
Are you a resident in the City of Beaumont?	Yes
<b>Questions</b> <i>Please answer the following questions which are intended to assist the City Council in assessing your qualifications and experience for the Planning Commission vacancy.</i>	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Planning Commissioner?	No

Briefly state your qualifications, including any skills or background related to City Planning, development and building/construction:

I worked for 2 years as a Customer Service Manager for a small builder in Adelanto. My duties included securing permits, finish work prior to move in and correcting any home issues that occurred during the first year of ownership. In Pittsburgh, I was a finish carpenter for about 3 years. We refurbished older homes - kitchens, bathrooms, flooring, porches and created simulated plaster work for ceilings and walls.

What would your vision for Beaumont's future?

I see the City of Beaumont as a leader not only in the Pass, but as leader in California. I see a vibrant and active downtown area with families and shoppers strolling the streets, enjoying the boutiques and dining at our local eateries, celebrating our high school sports. I see beautifully landscaped parks with picnic areas, first rate athletic fields, safe playground equipment, innovative skate parks and splash zones. There will be open park areas that will host festivals and celebrations. I see streets that are well-kept. I see a community center and city hall that will be practical and user friendly. In order for this to happen, Beaumont must address the traffic and other infrastructure issues.

I envision top rated police, fire, and transportation services. I see a city that will known for its charm and country-setting with the amenities of a larger city. The City of Beaumont will be a place where people want to live, where they want to work, where they want to shop, where they want to raise their children, where they want to worship.

If you were a Planning Commission member representing the Beaumont Citizens, how would you define "quality of life"?

To me, Quality of Life is defined as a safe, friendly community that offers a variety of activities for young and old, for families and for singles. It is a city with a balance of locally owned businesses and larger chain stores and restaurants. Quality of life also means that diversity is embraced and honored so that no person feels unwelcome or discriminated against for any reason.

Quality of life includes safe, affordable housing, career opportunities not just stepping stone jobs, recreational and athletic activities for youth and adults, and festivals and celebrations.

What involvement do you currently have in the community?

I was a candidate for Beaumont City Council in the recent election. I have been actively talking with business owners in the downtown area and attending some of the Chamber of Commerce events. I participated in the Trunk or Treat for Halloween as a "trunk". I wanted to be involved with the Thanksgiving Dinner for Seniors, but they did not need any more volunteers. I recently contacted Elizabeth Gibbs about other volunteer opportunities.

Additional Information

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Resume [11-2020 \(Black\) resume.docx](#)

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Additional Information *Field not completed.*

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## Nicole Wheelwright

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**From:** noreply@civicplus.com  
**Sent:** Saturday, November 07, 2020 10:00 PM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Planning Commission Appointment 2020

### Planning Commission Appointment 2020

Applications to fill the vacant seats of the Beaumont Planning Commission will be accepted through Tuesday, December 1, 2020 at 5:00 p.m.  
*Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.*

First Name	Allen
Last Name	McNABB
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	Beaumont, CA 92223
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Sr Electronics Engineer
Employer Name	Vishay Spectrol
Are you 18 years of age or older?	Yes
Are you a resident in the City of Beaumont?	Yes
<b>Questions</b> <i>Please answer the following questions which are intended to assist the City Council in assessing your qualifications and experience for the Planning Commission vacancy.</i>	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Planning Commissioner?	No

Briefly state your qualifications, including any skills or background related to City Planning, development and building/construction:

I am Sr Electronics Engineer/ facilities Manager at my current job, I hold and conduct capital purchase meetings for all assets of our company, as well as organize all maintenance personal schedules and budgets .

What would your vision for Beaumont's future?

A place that everyone can call home

If you were a Planning Commission member representing the Beaumont Citizens, how would you define "quality of life"?

Quality of life to me is being healthy, and having a comfortable place to live.

What involvement do you currently have in the community?

I attend Calvery chapel Beaumont, and assets in my children's sports activities in Beaumont

Additional Information

Resume [AllenResume2020Junedocx.docx 1.pdf](#)

Additional Information *Field not completed.*

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**Allen G. McNABB II**

**Beaumont, Ca 92223**

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### **QUALIFICATIONS**

- Ability to work across multiple functions and disciplines
- Service and detailed oriented
- Resilient with strong follow through skills
- Practiced in the application of analytical and statistical tools
- Demonstrated ability for concise presentation and effective communication skills

### **EMPLOYMENT HISTORY**

#### **SR. Electronics Engineer/Facilities Manager**

Vishay Spectrol Electronics 2017-Present

- Performs, Repairs and upgrade of various types of test and production Equipment. Calibrates Electronic equipment at regular intervals. Troubleshoots complex equipment problems on older equipment such as test equipment, coil winders, and laser trimming.
- Designs develops and builds new electronic equipment to operate machines and test products. Writes engineering specifications for electronic equipment. Implements capital projects, for production, and facilities, maintains control of all electronic equipment, inventory, condition of equipment, and spare parts.

#### **Systems Control and Engineering Test Technician**

3M - Drug Delivery Systems Division, Northridge Maintenance  
2/2013-2017

- Knows, applies, and evaluates the operating principles and design limitations of electrical, electronic, mechanical and pneumatic components and devices used in process control systems and associated instrumentation.
- Installs, troubleshoots, repairs, modifies, calibrates and makes adjustments to complete systems, Electrical/electronic system components and circuits used in the measurement and control of current, voltage, temperature, humidity, speed, vacuum, pressure, tension, flow, time, frequency, thickness, density, level, width and velocity. Proficient at use of PC for troubleshooting of

PLC based equipment.

### **EDUCATION**

Bachelors of Science in Electronics and Computer Engineering  
Technology

California State Polytechnic University, Pomona 6/15/ 2015

### **SKILLS**

- Knowledge of PLCs
- Knowledge of FPGA
- Knowledge of C programming
- Knowledge of LabVIEW
- Knowledge of Lean Sig Sigma

### **Questions**

1. I have used labview, and solidworks, workbench, some CA.
2. I work with Oscilloscopes, power supplies, signal generators daily at my job now.
3. My experience with MI-STD, we currently have ITAR and MIL-STD, due to the fact we work aerospace and military. I am formerly with TIA/EIA-422.

**Nicole Wheelwright**

**From:** noreply@civicplus.com  
**Sent:** Sunday, November 08, 2020 8:17 AM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Planning Commission Appointment 2020

## Planning Commission Appointment 2020

Applications to fill the vacant seats of the Beaumont Planning Commission will be accepted through Tuesday, December 1, 2020 at 5:00 p.m.  
*Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.*

First Name	Jeena
Last Name	Cirivello
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Realtor
Employer Name	The Griffon Management Group, Inc
Are you 18 years of age or older?	Yes
Are you a resident in the City of Beaumont?	Yes
<b>Questions</b> <i>Please answer the following questions which are intended to assist the City Council in assessing your qualifications and experience for the Planning Commission vacancy.</i>	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Planning Commissioner?	No, I am not aware of any conflicts, financial or otherwise.

Briefly state your qualifications, including any skills or background related to City Planning, development and building/construction:

My qualifications, skills and background include 11 years working with Best Best & Krieger, LLP. Working within the municipal group, appellate group, business and public finance groups. I began my time at BBK as a transactional secretary, then moved into the litigation secretary group, and final position in the paralegal group as a lead for public finance bond closings. Including, but not limited to court filings, working with 37 county recorders in the State of California. As an employee of BBK, I was fortunate to receive extensive training in computer technology, my computer skills are advanced. I am well versed in municipal law and worked closely with several area city governments. Currently, I have been working as a Realtor in sales and property management. Staying alert to ever changing laws, zoning changes and current COVID guidelines that is changing the way we live and work.

What would your vision for Beaumont's future?

My vision for Beaumont's future is hoping the city can always keep that small town feeling, while adjusting to growth. I do hope that community can be proud of the city and the commissions plans for the future of our great city.

If you were a Planning Commission member representing the Beaumont Citizens, how would you define "quality of life"?

Quality of life in my opinion if asked as a planning commission member would be to say, this town is home to all that live here. The parks, small businesses, new stores all provide everything a citizen needs. We can all enjoy the town's amazing mountain views while watching our kids play at numerous parks, enjoy the antique shopping, play golf, look forward to the annual Cherry Festival, visit our local restaurants. We have great access to interstate 10 and highway 60, for us that commute to work, making it ideal to come home to our town and home after a long day of work. Beaumont presents a great quality of life for all of us.

What involvement do you currently have in the community?

Currently, with COVID-19 my community involvement has been hindered. Normally, I have volunteered to help our local Lions Club with various events. I have volunteered in the past to help with area youth sports. I am always willing to help others in community.

**Additional Information**

Resume

[Jeena Cirivello Resume.pdf](#)

Additional Information

[BBK Letter of Recommendation.pdf](#)

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# Jeena Cirivello

## SKILLS

- Client relations/communications
- Advanced computer skills
- Invoicing and reports
- Records – tracking/filing
- Web conferencing/meetings
- Team leader/trainer
- Workflow management

## WORK HISTORY

### **APPLICATION SPECIALIST/LEASING AGENT**

**02/2019 – Current**

#### **Griffon Management Group | Beaumont/Hemet, CA**

Handle incoming and outgoing correspondence, including phone, mail and faxes. Oversee heavy load of administrative tasks while verifying accuracy and prompt completion of paperwork. Handle credit checks, verify employment and rental history for applicants. Prepare lease, lease renewals, owner and tenant updates and notices. Meet with prospective tenants for lease signings or renewals.

### **REALTOR**

**05/2019 – Current**

#### **Veronica Hollenbaugh Real Estate Services | Beaumont, CA**

All things associated to being a residential realtor. Schedule home viewings with potential buyers, facilitate closing process, and verify document accuracy. Distribute of information and correspondence. Prepare market analysis reports, attend meetings. Stay current with new laws in the state.

### **PACE CLOSING COORDINATOR & LEGAL SECRETARY**

**08/2008 – 08/2018**

#### **Best Best & Krieger, LLP | Riverside, CA**

Started employment with the firm as a transactional secretary and advanced to litigation secretary in the Indian Wells office. In 2012 firm offered a position in the Public Finance Group in the Riverside office, creating a position as PACE Closing Coordinator. Lead coordinator for the past 5 years at the firm.

The position included many tasks including but not limited to: communicating with team and clients, created and managed workflow processes for the voluminous PACE Bond closings, review, edit and revise contracts, assessments and corrections needed to bond documents, tracked proceeds, created invoices and reports for many aspects related to the bond closings, coordinate with support and record departments regarding work load, volume, costs and storage space, attend weekly meetings. Computer software knowledge includes: all Microsoft programs, Adobe, Web-based State of California reporting, LexisNexis, Real Estate research - DocsEdge, ADP Workforce, iManage software, HotDocs, Web-based sharing programs (the Box and others).

### **ADMINISTRATIVE ASSISTANT**

**02/2005 - 06/2007**

#### **THE BUSINESS LINK Payment Solutions | Clifton, NJ**

Worked in an administrative assistant in a merchant services firm: worked with sales, taking in new applications to input for merchant services with various banks and companies (VISA, MasterCard, American Express, Discover Card), answered phones and helped clients with

**EDUCATION**

*various technical issues with credit card terminals, filing, reports, and other office essential duties. Left firm when move to California.*

**REAL ESTATE ASSOCIATE (SALES AGENT)**  
**RE/MAX HERITAGE | Blue Springs, MO**  
**WEICHERT REALTORS | Montclair, NJ**

**06/2000 - 02/2005**

*Palm Springs High School, Palm Springs, CA Diploma (1991)*  
*Essex County Community College, West Caldwell, NJ (1990-1991)*  
*Blue Spring Community College, Blue Springs, MO (1991-1992)*



**BEST BEST & KRIEGER**  
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(949) 263-2600

Manhattan Beach  
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(916) 325-4000

San Diego  
(619) 525-1300

Walnut Creek  
(925) 977-3300

Washington, DC  
(202) 785-0600

**Todd Frankel**  
(213) 787-2545  
todd.frankel@bbklaw.com

August 31, 2018

To Whom It May Concern:

It is my pleasure to recommend Jeena Cirivello for a role with your firm. As the Paralegal Manager with Best Best & Krieger LLP, I have had the opportunity to work with Jeena over the past four years. Although I was not Jeena's direct supervisor, I had close contact with her while she held the role of Closing Coordinator in our Riverside office.

Jeena was hired to work on the Public Finance group's PACE bond transactional matters. She was specifically tasked with the closing portion of bond transactions. I came to know Jeena as a valuable asset to the team. She is detail oriented and hard-working. Beyond that, Jeena is a problem solver who is able to address challenging issues as they arise. Jeena's background in the legal industry was a valuable resource in her role as Closing Coordinator.

I highly recommend Jeena Cirivello for employment. She has been a pleasure to work with, and I am confident she will be a beneficial addition to your organization.

Sincerely,

Todd Frankel  
Paralegal Manager  
for BEST BEST & KRIEGER LLP

## **Finance and Audit Committee Applicants**

**Steve Cooley – Resident Member**

**Thomas LeMasters – Resident Member**

**Keith Bacon – Resident Member**

**David Vanderpool – Resident Member**

**Dameon Butler – Resident Member**

**Jessica Black – Resident Member**

## Nicole Wheelwright

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**From:** noreply@civicplus.com  
**Sent:** Thursday, October 22, 2020 4:06 PM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Finance & Audit Committee Appointment 2020

### Finance & Audit Committee Appointment 2020

Applications to fill the vacant seats of the City of Beaumont Finance & Audit Committee will be accepted through Tuesday, December 1, 2020 at 5:00 p.m. Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.

First Name	Steve
Last Name	Cooley
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Retired forensic accountant
Employer Name	<i>Field not completed.</i>
Are you 18 year of age or older?	Yes
Do you reside in the City of Beaumont?	Yes
Questions	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Finance & Audit Committee member?	No
If you answer "Yes", please explain	No conflicts

Qualifications - Briefly state your qualifications, including any education, skill, or background related to finance & audit functions	Graduate degrees in accounting and business administration. Multiple years auditing and establishing internal controls to reduce risks of fraud Several years experience on the City's Audit and Finance Committee
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Additional Information

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Resume	<i>Field not completed.</i>
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Additional Information	<i>Field not completed.</i>
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**Nicole Wheelwright**

**From:** noreply@civicplus.com  
**Sent:** Tuesday, November 17, 2020 9:47 PM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Finance & Audit Committee Appointment 2020

**Finance & Audit Committee Appointment 2020**

Applications to fill the vacant seats of the City of Beaumont Finance & Audit Committee will be accepted through Tuesday, December 1, 2020 at 5:00 p.m. Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.

First Name	Thomas
Last Name	LeMasters
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Director, Financial Planning & Analysis
Employer Name	San Manuel Casino
Are you 18 year of age or older?	Yes
Do you reside in the City of Beaumont?	Yes
<b>Questions</b>	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Finance & Audit Committee member?	No
If you answer "Yes", please explain	N/A

Qualifications - Briefly state your qualifications, including any education, skill, or background related to finance & audit functions

As a Director of Financial Planning & Analysis I am responsible for leading an analytics team that performs revenue forecasting, performance management reporting, financial KPI tracking, and oversees cost containment initiatives. I earned my Master of Business Administration degree in 2003 from the University of Redlands School of Business, and have received basic vocational training in audit principles. From January of 2019 until January of 2020 I served as a member and as Vice-Chair of the City of Beaumont Finance & Audit Committee, finishing out the term of a former Committee member. I am a former Local Board Member for the United States Selective Service System (2017-2019), and former member of the Board of Trustees for the National Adrenal Diseases Foundation (2002-2005).

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Additional Information

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Resume *Field not completed.*

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Additional Information *Field not completed.*

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## Nicole Wheelwright

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, March 10, 2020 3:30 PM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Finance & Audit Committee Appointment 2020 - Resident / Business Owner Member seat

### Finance & Audit Committee Appointment 2020 - Resident / Business Owner Member seat

Applications to fill a vacant seat of the City of Beaumont Finance & Audit Committee will be accepted until filled.

First Name	Keith
Last Name	Bacon
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Fiscal Services
Employer Name	Yucaipa-Calimesa Joint Unified School District
Are you 18 year of age or older?	Yes
Do you reside in the City of Beaumont?	Yes
Questions	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Finance & Audit Committee member?	No
If you answer "Yes", please explain	N/A

Qualifications - Briefly state your qualifications, including any education, skill, or background related to finance & audit functions

I am a full time Director of Fiscal Services for the Yucaipa-Calimesa Joint Unified School District. In this capacity, I am responsible for the oversight, planning, development, and implementation of a school district budget in excess of \$90 million annually. I am responsible for special revenue funds and verification that reconciliation with fund balance is possible. I hold a Bachelor of Business Administration degree as well as a Master of Public Administration degree. I am responsible for responding to inquiries from our governing board as well as other management and to ensure that our activities are in line with our requirements under Federal, State, and local laws. I work with our external auditors to verify everything is being done correctly.

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Additional Information

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Resume [New Resume.pdf](#)

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Additional Information *Field not completed.*

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# Keith Bacon

## Education

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California Baptist University, Riverside, CA Master of Public Administration	May 2017
Ashford University, San Diego, CA Bachelor of Arts in Business Administration	October 2010
University of Phoenix, Phoenix, AZ Associate of Arts in Business	July 2007

## Work Experience

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Yucaipa-Calimesa Joint Unified School District, Yucaipa, Ca Coordinator, Fiscal Services	August 2013-Present
<ul style="list-style-type: none"> <li>Executes and coordinates the operations of the district accounting section, including payroll, accounts payable, student attendance, and accounting functions in a timely and efficient manner as directed by the Assistant Superintendent, Business Services</li> <li>Assures income and expenditures for all funds applicable to the district are accounted and reported in accordance with the California School Accounting Manual and generally accepted accounting principles and that grant, and other funds are spent in accordance with the award</li> <li>Develop, implement, and monitor the district's budget, in excess of \$90M</li> <li>Supervise a team of 10 to execute the goals of the governing board</li> </ul>	
Quest Nine, Inc., Redlands, CA Director of Operations	August 2005-July 2011
<ul style="list-style-type: none"> <li>Supervised teams of 8-100 to ensure quality output and customer service</li> <li>Assembled synergetic groups to provide top value work to clients</li> <li>Facilitated work between clients and employees to deliver on guaranteed outcomes</li> <li>Implemented systems to automate services, resulting in savings of 10% in staffing cost</li> </ul>	

## Volunteer Experience

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Operation Grace, San Bernardino, CA Board Member	March 2014-Present
Banning Pass Little League, Banning, CA Assistant Coach	January 2015-Present
Boy Scouts of America, Beaumont, CA Den Leader	August 2017-Present

## Professional Memberships

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Association of California School Administrators	2016-Present
California Association of School Business Officials	2016-Present
American Society of Public Administrators	2017-Present

## Certifications

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Director of Fiscal Services	California Association of School Business Officials/February 2018
Chief Business Official	California Association of School Business Officials/May 2018

## Nicole Wheelwright

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, November 24, 2020 9:16 AM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Finance & Audit Committee Appointment 2020

### Finance & Audit Committee Appointment 2020

Applications to fill the vacant seats of the City of Beaumont Finance & Audit Committee will be accepted through Tuesday, December 1, 2020 at 5:00 p.m. Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.

First Name	David
Last Name	Vanderpool
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	Beaumont, CA 92223
Email	
Occupation/Profession	Teacher
Employer Name	Beaumont Unified School District
Are you 18 year of age or older?	Yes
Do you reside in the City of Beaumont?	Yes
Questions	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Finance & Audit Committee member?	No
If you answer "Yes", please explain	Not applicable.

Qualifications - Briefly state your qualifications, including any education, skill, or background related to finance & audit functions

Please see attached list of strengths and qualifications.

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Additional Information

Resume

*Field not completed.*

Additional Information

[David Vanderpools Strenghs and Qualifications.docx](#)

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Qualifications:

My strengths and qualifications include:

1. I have a bachelor's degree in Public Administration with a minor in Economics from Cal State Polytechnic University Pomona. My degree included several classes that pertained to audit and finance, including Financial Accounting, Public Finance, Planning and Policy analysis, Managerial Finance, and Government and Not for Profit Accounting. I also hold a teaching credential in both Mathematics and Social Science from Cal Poly Pomona and a Master's degree in Education from Concordia University Irvine.
2. I have taught AP Macroeconomics, AP U.S. Government and Government/Economics at Beaumont High School since 2008. Therefore, have a keen understanding of how to effectively communicate advanced economic, mathematical, and political concepts.
3. I have a strong desire to create a stronger link between my government and economics classroom and the City of Beaumont. I am optimistic that service on this committee will allow me to more effectively communicate to the students of Beaumont High School how they can better serve their city.
4. As an educator, I have a natural desire to empower the people of Beaumont regarding how they can participate in public service in order to enhance the well-being of the city of Beaumont.
5. I have experience in California State politics, having worked for California State Assembly members Robert Pacheco and Carol Liu several years ago.
6. I have an acute ability to research in order to learn what is necessary to solve problems. For example, I have educated myself regarding the financial challenges the city faces from watching past videos of Finance and Audit Committee meetings.
7. I have excellent questioning skills and am not afraid to ask whatever is necessary to get the job done right.
8. I have a strong desire to participate in public service in order to better the standard of living of the people of Beaumont.
9. I have a passion for public policy. I regularly read periodicals such as The Economist and the Wall Street Journal as well as local periodicals such as the Record Gazette. In addition, I stay informed of the latest events pertaining to economics, law, and finance through following a variety of professionals in these fields via social media.

10. My wife, Kristen Vanderpool, is the founder of the Bowmom Baker, a licensed cookie baker that operates out of the City of Beaumont. This gives me insight into the business climate that exists in our city.
11. I am a man of integrity. I live my life by Coach John Wooden's definition of success, which states that success is the peace of mind that comes from doing one's best. It is this desire to constantly do my best that drives me to be the person I am today.
12. As a tenured teacher at Beaumont High School and a father of two young boys, I have a personal stake in the City of Beaumont's future. I care about my children as well as my students and I want to do whatever I can to make the City of Beaumont a place where they want to be.
13. I am a person of eclectic interests and would happily serve on any committee the City wants me to sit on it.

Thank you for your time. I am excited to participate in this committee. If you would like to contact me, my phone number is \_\_\_\_\_ and my email is \_\_\_\_\_

## Nicole Wheelwright

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**From:** noreply@civicplus.com  
**Sent:** Monday, November 30, 2020 11:00 PM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Finance & Audit Committee Appointment 2020

### Finance & Audit Committee Appointment 2020

Applications to fill the vacant seats of the City of Beaumont Finance & Audit Committee will be accepted through Tuesday, December 1, 2020 at 5:00 p.m. Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.

First Name	Dameon
Last Name	Butler
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Forensic Psychiatry
Employer Name	Department of State Hospitals - Patton
Are you 18 year of age or older?	Yes
Do you reside in the City of Beaumont?	Yes
Questions	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Finance & Audit Committee member?	No
If you answer "Yes", please explain	N/A

Qualifications - Briefly state your qualifications, including any education, skill, or background related to finance & audit functions

I work for the state of California and oversee a unit where I have to look for ways to decrease the amount of overtime. I have to submit monthly audits and reports to ensure compliance with applicable policies, laws and regulations.

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Additional Information

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Resume *Field not completed.*

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Additional Information *Field not completed.*

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**Nicole Wheelwright**

**From:** noreply@civicplus.com  
**Sent:** Monday, November 30, 2020 9:56 AM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Finance & Audit Committee Appointment 2020 - Resident / Business Owner Member seat

**Finance & Audit Committee Appointment 2020 - Resident / Business Owner Member seat**

Applications to fill a vacant seat of the City of Beaumont Finance & Audit Committee will be accepted until filled.

First Name	Jessica
Last Name	Black
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Educator
Employer Name	Riverside Unified School District
Are you 18 year of age or older?	Yes
Do you reside in the City of Beaumont?	Yes
<b>Questions</b>	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as a Finance & Audit Committee member?	No
If you answer "Yes", please explain	N/A

Qualifications - Briefly state your qualifications, including any education, skill, or background related to finance & audit functions

I have managed budgets for a variety of positions that I have held, including owning my own business and creating and leading three different nonprofit (501 C3) organizations. I am a doctoral candidate in Educational Leadership and have experience monitoring and evaluating a variety of educational and athletic programs.

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Additional Information

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Resume

[11-2020 \(Black\) resume.docx](#)

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Additional Information

*Field not completed.*

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# JESSICA A. BLACK

## EDUCATION

California State University, San Bernardino, CA

Ed.D. Educational Leadership

*Doctoral Candidate – Graduation June 2020*

Ohio University, Athens, OH

*M.Ed in Special Education, June 1991*

University of Pittsburgh, Pittsburgh, PA

*BS in Education (Elementary), April 1985*

## PROFESSIONAL CERTIFICATION

Level I Administrative Services Credential

Clear Level II Education Specialist Instruction Credential -Mild/Moderate

Certified Latino Literacy Project leader

Preliminary Level I Education Specialist Instruction Credential - Moderate/Severe

Clear Multiple Subject Teaching Credential – Supplemental Science

Clear Crosscultural, Language and Academic Development Certificate

## PROFESSIONAL EXPERIENCES

Riverside Unified School District, Riverside, CA

*Special Education Teacher, Harrison Elementary Aug 2013 – present*

- Member of the Leadership Team
- Teach core curriculum for K- 6<sup>th</sup> grade students with Emotional Disturbance utilizing whole group, small group and one to one instruction
- Infuse Common Core Standards into daily classroom instruction
- Implement Response to Intervention and Instruction methods
- Provide support and ideas to general education teachers as directed by the Principal
- Confer with parents, administrators, testing specialists, social workers, and professionals to develop individual educational plans designed to promote students' educational, physical, and social development.
- Modify the general education curriculum for special-needs students, based upon a variety of instructional techniques
- Maintain accurate and complete student records, and prepare reports on students' and activities, as required by laws, district policies, and administrative regulations.
- Prepare for assigned classes and show written evidence of preparation upon request of immediate supervisors
- Implement the Boystown Approach to Specialized Classroom Management system

Bright Futures Academy, LLC, Riverside, CA

*Program Director Rancho Campus, Nov 2012 – July 2013*

- Supervise 25 classroom and support staff
- Evaluate lesson plans and instruction delivery
- Develop a successful campus team
- Evaluate implementation of IEP goals and Behavior Support Plans for 90 students from grades 2-12+

- Train staff in academic and behavioral supports
- Develop curriculum and course of study for the campus utilizing the Common Core Standards
- Created and implemented a Transition Program Curriculum for 2 different campuses
- Chair IEP meetings
- Coordinate STAR testing and CAHSEE testing for 90 students from 10 districts
- Communicate with parents, school district personnel and community agencies
- Trained as a Boystown Specialized Classroom Management Trainer
- Interview and hire staff
- Create and implement disciplinary Plans of Action for staff

Riverside County Office of Education, Riverside, CA

*Coordinator/Principal Designee, Aug 2012 – Dec 2012*

- Acting Coordinator/Principal as needed
- Assist Coordinator/Principal in the day to day activities of the school including academic, behavioral and staffing issues
- Created and implemented anti-bullying curriculum for students with Emotional Disturbance

*Lead Teacher, Aug 2009 – Dec 2012*

- Member of the leadership team for RCOE serving Jurupa Unified and Alvord Unified School Districts
- Provide assistance to Coordinator/Principal for academic and behavioral issues in my area
- Provide assistance to 4 teachers in all aspects of their jobs
- Act as liaison between Coordinator/Principal and teaching team
- Act as liaison for RCOE teachers on the Jurupa Valley High School campus and the JVHS administration

*Teacher of the Intensive*

*Treatment Program, Aug 2008 –  
Dec 2012*

- Act as liaison between my program and several community agencies including County Mental Health, County Social Services, and Foster Care Agencies
- Teach all core curriculum classes from 8th-12th grade utilizing small group and one to one instruction with all students utilizing Response to Instruction and Intervention techniques
- Create, implement and combine instructional and behavioral strategies and techniques into a cohesive program for students from 8th-12th grade with Severe Emotional Disturbance
- Modify the general education curriculum for special-needs students from 8th - 12th grade based upon a variety of
- Teach socially acceptable behavior employing Best Practices
- Participate in monthly Professional Learning Community in-services monthly - record, track and analyze data to ensure best practices

Victor Valley Unified High School District, Victorville, CA

*Teacher and In School Suspension Administrator, Jan 2008 – Jun 2008*

- Oversee the In-School Suspension program in accordance with the BoysTown Approach to Specialized Classroom Management
- Teach socially acceptable behavior to 9th-12th grade students employing The Boystown Approach to Specialized Classroom Management
- Teach core curriculum utilizing full group, small group and one to one instruction
- Confer with parents, administrators, testing specialists, social workers, and professionals to develop individual educational plans designed to promote students' educational, physical, and social

development.

- Modify the general education curriculum for special-needs students, based upon a variety of instructional techniques Maintain accurate and complete student records, and prepare reports on children and activities, as required by laws, district policies, and administrative regulations.
- Prepare for assigned classes and show written evidence of preparation upon request of immediate supervisors

Seton Hill University, Greensburg, PA

*Instructor, Aug 2005 – Nov 2005*

- Prepare lectures and activities for a freshman seminar class - subjects included study skills, note taking, university services and resume building

*Head Softball and Head Field Hockey Coach, Jan 2003 – Nov 2005*

- Manage all aspects of both the Field Hockey and Softball programs including budgets of approximately \$75,000 successfully raising over \$30,000 to supplement those budgets as well as supervision of 1 fulltime and 1 part-time staff, recruitment of over 50 student athletes, scheduling games and game personnel, transportation, etc
- Revitalize the softball program and create the field hockey program
- Academic Liaison for the Athletic Department

Craig Academy, Pittsburgh, PA

*Teacher, Sep 1999 – Jan 2003*

- Maintain accurate and complete student records, and prepare reports on children and activities, as required by laws, district policies, and administrative regulations.
- Teach socially acceptable behavior, employing techniques such as behavior modification and positive reinforcement.
- Prepare materials and classrooms for class activities.
- Establish and enforce rules for behavior and policies and procedures to maintain order among students.
- Confer with parents, administrators, testing specialists, social workers, and professionals to develop individual educational plans designed to promote students' educational, physical, and social development.
- Instruct through lectures, discussions, and demonstrations in all core subjects
- Teach personal development skills such as goal setting, independence, and self-advocacy.
- Modify the general education curriculum for special-needs students, based upon a variety of instructional techniques and technologies.
- Meet with other professionals to discuss individual students' needs and progress.
- Confer with parents or guardians, other teachers, counselors, and administrators to resolve students' behavioral and academic problems.
- Attend professional meetings, educational conferences, and teacher training workshops to maintain and improve professional competence.
- Plan and supervise class projects, field trips, visits by guest speakers, or other experiential activities, and guide students in learning from those activities.

The Summit Academy, Summit, PA

United States

*Teacher/Counselor, Apr 1998 – Sep 1999*

- Created a successful learning center for 8th-12th grade adjudicated juveniles which provided reading, math and GED prep classes for over 100 students

- Supervised 2 teachers within the learning center
- Evaluated and provided feedback on lesson plans to 15 teachers
- Establish and enforce rules for behavior and policies and procedures to maintain order among students.
- Modify the general education curriculum for special-needs students, based upon a variety of instructional techniques and technologies.
- Administer standardized ability and achievement tests and interpret results to determine students' strengths and areas of need for all students entering the Academy
- Prepare for assigned classes and show written evidence of preparation upon request of immediate supervisors.
- Instruct through lectures, discussions, and demonstrations in one or more subjects, such as Reading, mathematics, and GED preparation.
- Prepare materials and classrooms for class activities

### **SERVICE/AWARDS**

2019 Documentarian for the Symposium on Race Relations and Social Justice California State University, San Bernardino

2019 Committee Member "Educational System; School to Prison Pipeline" Race Relations & Social Justice Forum

2019 Committee Member "Intersectionality of Race and Mental Health Services" Race Relations & Social Justice Forum

2018 Mindfulness in the Classroom Training

2018 Trauma-Informed Classroom Training

2018 Presenter Culturally Relevant Teaching Conference

2017/18 "Making A Difference in a Student's Life" Award Riverside Unified SD

2017 Presenter at The International Conference of Holistic Teaching and Learning

2017 Presenter at the 14<sup>th</sup> Annual Graduate Student Research and Scholarship Symposium

2016/17 "Making A Difference in a Student's Life" Award Riverside Unified SD

2016 Presenter at the 13<sup>th</sup> Annual Graduate Student Research and Scholarship Symposium

2016 Presenter for Association of California School Administrators

2015/16 Consultation for Kindergarten teachers in Social Skills instruction at Harrison Elementary

2014-2017 Assistant Umpire in Chief for the Amateur Softball Association of Southern California

2013-2017 Training and certification of umpires in Southern California from ages 14-70

2012/13 Extraordinary Service Award Riverside County Office of Education

1995 Presented at the Pennsylvania Department of Disabilities State Conference

1990 Instructor for First Aid and CPR

## **Economic Development Committee Applicants**

**Monir Ahmed – Business Community Member**

**Allen Koblin – Community Member**

**Ebon Brown – BUSD Secondary Education Rep**

**Rob Moran – Developer/Economic Developer Rep**

**David Getka – Community Member**

**Casshandra Samuel – Community Member**

**Trina Fregezo – Community Member**

**Richard Bennecke – Community Member**

**Dameon Butler – Community Member**

**Jessica Black – Community Member**

**Nicole Wheelwright**

**From:** noreply@civicplus.com  
**Sent:** Monday, October 26, 2020 3:00 PM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Economic Development Committee Appointment 2020

## Economic Development Committee Appointment 2020

Applications to fill the vacant seats of the City of Beaumont Economic Development Committee will be accepted through Tuesday, December 1, 2020 at 5:00 p.m. Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.

First Name	monir
Last Name	ahmed
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	Riverside, CA, 92507, USA
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Automotive Repair
Employer Name	Self Employed - Meineke Car Care
Are you 16 year of age or older?	Yes
Do you represent a local business or industry within the limits of the City of Beaumont?	Yes
<b>Questions</b>	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as an Economic Development Committee member?	No

If you answer "Yes", please explain      no conflict

---

Qualifications - Briefly state your qualifications, including any education, skill, or background related to economic development functions      Currently serving on the committee. Extensive experience in administration, new development and town/gown relationship with public agencies and local governments. please have a look at my resume.

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Additional Information

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Resume      [m monir ahmed.docx](#)

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Additional Information      *Field not completed.*

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## Nicole Wheelwright

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**From:** noreply@civicplus.com  
**Sent:** Monday, November 02, 2020 8:39 AM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Economic Development Committee Appointment 2020

### Economic Development Committee Appointment 2020

Applications to fill the vacant seats of the City of Beaumont Economic Development Committee will be accepted through Tuesday, December 1, 2020 at 5:00 p.m. Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.

First Name	Allen
Last Name	Koblin
Primary Phone	
Alternate Phone	
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Real Estate
Employer Name	Berkshire Hathaway
Are you 16 year of age or older?	Yes
Do you represent a local business or industry within the limits of the City of Beaumont?	Yes
Questions	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as an Economic Development Committee member?	No

If you answer "Yes", please explain N/A

Qualifications - Briefly state your qualifications, including any education, skill, or background related to economic development functions I am applying for re-appointment to the Economic Development Committee. That said, I am currently serving on the Board of the Beaumont Chamber of Commerce, as well as a committee member within the Four Seasons HOA. I am also involved in the local commercial real estate market. These activities demonstrate my commitment to pursuing the economic growth of this City.

Additional Information

Resume *Field not completed.*

Additional Information *Field not completed.*

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**Nicole Wheelwright**

**From:** noreply@civicplus.com  
**Sent:** Monday, November 30, 2020 1:38 PM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Economic Development Committee Appointment 2020

## Economic Development Committee Appointment 2020

Applications to fill the vacant seats of the City of Beaumont Economic Development Committee will be accepted through Tuesday, December 1, 2020 at 5:00 p.m. Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.

First Name	Ebon
Last Name	Brown
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Assistant Superintendent
Employer Name	Beaumont Unified School District
Are you 16 year of age or older?	Yes
Do you represent a local business or industry within the limits of the City of Beaumont?	Yes
<b>Questions</b>	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as an Economic Development Committee member?	No

If you answer "Yes", please explain N/A.

---

Qualifications - Briefly state your qualifications, including any education, skill, or background related to economic development functions I currently serve as the Assistant Superintendent of Innovation at the Beaumont Unified School District. I have been a high school teacher, Assistant Principal, Principal, Director and now Assistant Superintendent. I hold a bachelor's degree, master's degree and a doctorate of education in organizational leadership.

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Additional Information

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Resume *Field not completed.*

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Additional Information *Field not completed.*

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**Nicole Wheelwright**

**From:** noreply@civicplus.com  
**Sent:** Wednesday, November 25, 2020 12:43 PM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Economic Development Committee Appointment 2020

## Economic Development Committee Appointment 2020

Applications to fill the vacant seats of the City of Beaumont Economic Development Committee will be accepted through Tuesday, December 1, 2020 at 5:00 p.m. Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.

First Name	Robert
Last Name	Moran
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	Riverside, CA 92501
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Deputy Director of Economic Development
Employer Name	County of Riverside
Are you 16 year of age or older?	Yes
Do you represent a local business or industry within the limits of the City of Beaumont?	No
<b>Questions</b>	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as an Economic Development Committee member?	No

If you answer "Yes", please explain      No conflicts.

---

Qualifications - Briefly state your qualifications, including any education, skill, or background related to economic development functions      Twenty seven years as an economic development professional with the County of Riverside with progressive levels of experience. Currently serving as the Deputy Director of Economic Development for the County's Business & Community Services department.

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Additional Information

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Resume      *Field not completed.*

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Additional Information      *Field not completed.*

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## Nicole Wheelwright

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**From:** noreply@civicplus.com  
**Sent:** Sunday, November 15, 2020 8:22 PM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Economic Development Committee Appointment 2020

### Economic Development Committee Appointment 2020

Applications to fill the vacant seats of the City of Beaumont Economic Development Committee will be accepted through Tuesday, December 1, 2020 at 5:00 p.m.  
*Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.*

First Name	David
Last Name	Getka
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Retired
Employer Name	<i>Field not completed.</i>
Are you 16 year of age or older?	Yes
Do you represent a local business or industry within the limits of the City of Beaumont?	No
Questions	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as an Economic Development Committee member?	No

If you answer "Yes", please explain N/A

Qualifications - Briefly state your qualifications, including any education, skill, or background related to economic development functions

DAVID GETKA  
Beaumont, CA /

PROFESSIONAL SUMMARY

Career business professional that believes in public and community service. A three year resident of Beaumont, CA and retiring December 2020 after thirty-seven years with 3M, a Fortune 500 global company. I believe I can contribute to helping the second fastest growing California city attract new businesses and organizations to our community. My skill sets are based on thirty-seven years in sales with skills in presentations and negotiating contracts. I have served three terms on a town council and was President and Board member of Lakewood Village, TX Economic Development Corporation for three years. I have a BBA and MBA in Marketing and International Business. My retirement this December will allow me to devote time and attention to the planned projects and programs of the Beaumont EDC.

SKILLS

- Relationship building and management \* Goal setting and Performance Attainment
- Negotiating business transactions \* Strategic Community Planning and
- Budget planning and preparation Development
- Developing customer specific presentations

WORK HISTORY

Account Executive, 3M – Inland Empire November 1983 – December 2020

Employed thirty-seven years in various sales capacities in sales and sales management in multiple 3M Divisions in Health Care, Consumer Goods, and Security Systems. High achiever with multiple Top Producer Sales Awards among various 3M Divisions.

Town Councilman of Lakewood Village, TX May 2007 – May 2015

Served three two-year terms in elected public office. Authored town ordinances, helped develop and approve annual town budgets and planning proposals by residential developers and council. Helped negotiate town service contracts with local police, EMS, and fire department.

President and Board Member of Lakewood Village Economic Development Corporation 2007 - 2010

Developed and provided budgets for community improvement projects. Chaired EDC meetings. Completed projects for new

community park and new picnic and playground area at Town Hall. Helped replace town street signs with new design themed signs and voted for city to convert all streets from asphalt to concrete.

**MILITARY SERVICE**

Staff Sergeant – Missouri Air Force National Guard – St. Louis, MO May 1984 – May 1987

Sergeant – Wisconsin Army National Guard – Whitewater, WI Sep 1975 – Sep 1978

Specialist 4th Class – US Army Reserve Sep 1975 – Sep 1985

Specialist 4th Class – US Army – Ft. Carson, CO Sep 1972 – Sep 1975

**EDUCATION**

Webster University – St. Louis, MO

MBA – International Business Major

University of Wisconsin – Whitewater, WI

BBA – Marketing Major

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**Additional Information**

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**Resume**

[David Getka EDC RESUME 1.docx](#)

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**Additional Information**

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# DAVID GETKA

## PROFESSIONAL SUMMARY

Career business professional that believes in public and community service. A three year resident of Beaumont, CA and retiring December 2020 after thirty-seven years with 3M, a Fortune 500 global company. I believe I can contribute to helping the second fastest growing California city attract new businesses and organizations to our community. My skill sets are based on thirty-seven years in sales with skills in presentations and negotiating contracts. I have served three terms on a town council and was President and Board member of Lakewood Village, TX Economic Development Corporation for three years. I have a BBA and MBA in Marketing and International Business. My retirement this December will allow me to devote time and attention to the planned projects and programs of the Beaumont EDC.

## SKILLS

- Relationship building and management
- Negotiating business transactions
- Budget planning and preparation
- Developing customer specific presentations
- \* Goal setting and Performance Attainment
- \* Strategic Community Planning and Development

## WORK HISTORY

**Account Executive**, 3M – Inland Empire

November 1983 – December 2020

Employed thirty-seven years in various sales capacities in sales and sales management in multiple 3M Divisions in Health Care, Consumer Goods, and Security Systems. High achiever with multiple Top Producer Sales Awards among various 3M Divisions.

**Town Councilman** of Lakewood Village, TX

May 2007 – May 2015

Served three two-year terms in elected public office. Authored town ordinances, helped develop and approve annual town budgets and planning proposals by residential developers and council. Helped negotiate town service contracts with local police, EMS, and fire department.

**President and Board Member of Lakewood Village Economic Development Corporation** 2007 - 2010

Developed and provided budgets for community improvement projects. Chaired EDC meetings. Completed projects for new community park and new picnic and playground area at Town Hall. Helped replace town street signs with new design themed signs and voted for city to convert all streets from asphalt to concrete.

## MILITARY SERVICE

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May 1984 – May 1987

**Sergeant** – Wisconsin Army National Guard – Whitewater, WI

Sep 1975 – Sep 1978

**Specialist 4<sup>th</sup> Class** – US Army Reserve

Sep 1975 – Sep 1985

**Specialist 4<sup>th</sup> Class** – US Army – Ft. Carson, CO

Sep 1972 – Sep 1975

## EDUCATION

**Webster University** – St. Louis, MO

**MBA** – International Business Major

**University of Wisconsin** – Whitewater, WI

**BBA** – Marketing Major

## Nicole Wheelwright

---

**From:** noreply@civicplus.com  
**Sent:** Wednesday, November 18, 2020 9:03 AM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Economic Development Committee Appointment 2020

### Economic Development Committee Appointment 2020

Applications to fill the vacant seats of the City of Beaumont Economic Development Committee will be accepted through Tuesday, December 1, 2020 at 5:00 p.m. Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.

First Name	Casshandra
Last Name	Samuel
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Management Analysts Retired
Employer Name	Federal Government
Are you 16 year of age or older?	Yes
Do you represent a local business or industry within the limits of the City of Beaumont?	No
Questions	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as an Economic Development Committee member?	No

If you answer "Yes", please explain      Nothing to prevent service to this city. Maintained a Top Secret Security Clearance

---

Qualifications - Briefly state your qualifications, including any education, skill, or background related to economic development functions      I have an MBA in E-Business  
Retired CPO USN DCC(SW)  
Retired USN NWSC GS-12  
Congressional awards  
Loyal citizen & Good neighbor  
Veteran Homeless Programs

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Additional Information

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Resume      *Field not completed.*

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Additional Information      *Field not completed.*

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Email not displaying correctly? [View it in your browser.](#)

## Nicole Wheelwright

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**From:** noreply@civicplus.com  
**Sent:** Thursday, November 19, 2020 1:55 PM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Economic Development Committee Appointment 2020

### Economic Development Committee Appointment 2020

Applications to fill the vacant seats of the City of Beaumont Economic Development Committee will be accepted through Tuesday, December 1, 2020 at 5:00 p.m.  
*Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.*

First Name	Trina
Last Name	Fregozo
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	Beaumont Ca 92223
Email	
Occupation/Profession	Driver
Employer Name	BUSD
Are you 16 year of age or older?	Yes
Do you represent a local business or industry within the limits of the City of Beaumont?	No
Questions	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as an Economic Development Committee member?	No

If you answer "Yes", please explain      Yes  
I am over 16.

---

Qualifications - Briefly state your qualifications, including any education, skill, or background related to economic development functions      I am a lifetime resident of Beaumont  
I'm 40 years old and my entire family has live in Beaumont since the early 1900s  
  
I honestly do not have an education or background in economic development  
I am just a resident wanting to be part of my growing community and I have raised my daughters here  
I was raised here and I just want to be part of something bigger, that has to do with my community

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**Additional Information**

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Resume      *Field not completed.*

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Additional Information      *Field not completed.*

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**Nicole Wheelwright**

**From:** noreply@civicplus.com  
**Sent:** Saturday, November 21, 2020 11:14 AM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Economic Development Committee Appointment 2020

## Economic Development Committee Appointment 2020

Applications to fill the vacant seats of the City of Beaumont Economic Development Committee will be accepted through Tuesday, December 1, 2020 at 5:00 p.m. Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.

First Name	Richard
Last Name	Bennecke
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Retired
Employer Name	<i>Field not completed.</i>
Are you 16 year of age or older?	Yes
Do you represent a local business or industry within the limits of the City of Beaumont?	No
<b>Questions</b>	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as an Economic Development Committee member?	No

If you answer "Yes", please explain      NO

Qualifications - Briefly state your qualifications, including any education, skill, or background related to economic development functions

BA Pol. Sci. 1967 CSUSB  
MPA USC 1972

Thirty four years of service in the public sector; 18 yrs. Univ. Administrator; 5 yrs. Chief of Staff to the Mayor of the City of San Bernardino; 11 yrs. Military Base Closure Officer under the Sec. of Defense.

As a University Administrator I was responsible for the creation of the Universities' Alumni Affairs Program; Over saw the development of the Universities' first Student Union Bldg. operation; and assisted with University Development Program (Fund raising efforts) .

As Chief of Staff for the Mayor of San Bernardino, I interfaced with all City Departments, including the City's Redevelopment efforts.

As a Base Closure Officer representing the Office of the Secretary of Defense, I interacted with Local, County, State and Federal offices assigned the task of transitioning the closure of a military installation to a viable economic commodity for the community.

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**Additional Information**

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Resume      *Field not completed.*

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Additional Information      *Field not completed.*

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**Nicole Wheelwright**

**From:** noreply@civicplus.com  
**Sent:** Monday, November 30, 2020 11:15 PM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Economic Development Committee Appointment 2020

**Economic Development Committee Appointment 2020**

Applications to fill the vacant seats of the City of Beaumont Economic Development Committee will be accepted through Tuesday, December 1, 2020 at 5:00 p.m. Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.

First Name	Dameon
Last Name	Butler
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Forensic Psychiatry
Employer Name	Department of State Hospitals - Patton
Are you 16 year of age or older?	Yes
Do you represent a local business or industry within the limits of the City of Beaumont?	Yes
<b>Questions</b>	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as an Economic Development Committee member?	No

If you answer "Yes", please explain N/A

Qualifications - Briefly state your qualifications, including any education, skill, or background related to economic development functions I have no experience with economic growth, however I'm a quick learner who likes to read and research. I know how to work together well with a groups of people tasked with coming up with planning and implementing plan with measurable goals.

Additional Information

Resume *Field not completed.*

Additional Information *Field not completed.*

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## Nicole Wheelwright

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**From:** noreply@civicplus.com  
**Sent:** Monday, November 30, 2020 1:10 PM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Economic Development Committee Appointment 2020

### Economic Development Committee Appointment 2020

Applications to fill the vacant seats of the City of Beaumont Economic Development Committee will be accepted through Tuesday, December 1, 2020 at 5:00 p.m. Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.

First Name	Jessica
Last Name	Black
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Educator
Employer Name	Riverside Unified School District
Are you 16 year of age or older?	Yes
Do you represent a local business or industry within the limits of the City of Beaumont?	No
Questions	
Are you aware of any conflicts, financial or otherwise, which could affect your appointment as an Economic Development Committee member?	No

If you answer "Yes", please explain      N/A

---

Qualifications - Briefly state your qualifications, including any education, skill, or background related to economic development functions

I have exceptional research, evaluation, and negotiation skills which I have developed and utilized throughout my career in education and supervision. I always work to create a win-win scenario for all stakeholders and am able to demonstrate for people how all involved can benefit.

I have been talking with business owners in the downtown area and attended some Chamber of Commerce events.

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Additional Information

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Resume      [11-2020 \(Black\) resume.docx](#)

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Additional Information      *Field not completed.*

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## **Board of Administrative Appeals Applicants**

**Carl Vince**

**Elaine Morgan**

**Mandy Stephens**

**Dameon Butler**

**Nicole Wheelwright**

**From:** noreply@civicplus.com  
**Sent:** Tuesday, October 20, 2020 4:56 PM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Board of Administrative Appeals 2020

**Board of Administrative Appeals 2020**

Applications to fill the vacant seats of the City of Beaumont Board of Administrative Appeals will be accepted through Tuesday, December 1, 2020 at 5:00 p.m. Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.

First Name	Carl
Last Name	Vince
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Termite Inspector
Employer Name	Mountain View Termite Inc
Are you 18 year of age or older?	Yes
Please select the option that best represents you	Beaumont Resident, Beaumont Business Owner
Questions	
Will you be able to serve a full two-year term?	Yes
Within the next two years, what days of the week would you normally be available to serve as a Board Member?	Anytime with notice

What days/times would you not be available to serve? Any day as needed or time.

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Additional Information

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Resume *Field not completed.*

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Additional Information *Field not completed.*

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## Nicole Wheelwright

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**From:** noreply@civicplus.com  
**Sent:** Tuesday, November 10, 2020 3:18 PM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Board of Administrative Appeals 2020

### Board of Administrative Appeals 2020

Applications to fill the vacant seats of the City of Beaumont Board of Administrative Appeals will be accepted through Tuesday, December 1, 2020 at 5:00 p.m.  
*Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.*

First Name	Elaine
Last Name	Morgan
Primary Phone	
Alternate Phone	
Home Address	Beaumont, CA 92223
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Retired - HOA President Solera
Employer Name	<i>Field not completed.</i>
Are you 18 year of age or older?	Yes
Please select the option that best represents you	Beaumont Resident
Questions	
Will you be able to serve a full two-year term?	Yes
Within the next two years, what days of the week would you normally be available to serve as a Board Member?	Monday, Tuesday, Thursday, Friday

What days/times would you not be available to serve? Wednesday

---

Additional Information

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Resume [Resume Elaine Morgan - Board of Administrative Appeals.docx](#)

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Additional Information *Field not completed.*

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**Nicole Wheelwright**

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**From:** noreply@civicplus.com  
**Sent:** Friday, November 20, 2020 12:42 PM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Board of Administrative Appeals 2020

**Board of Administrative Appeals 2020**

Applications to fill the vacant seats of the City of Beaumont Board of Administrative Appeals will be accepted through Tuesday, December 1, 2020 at 5:00 p.m. Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.

First Name	Mandy
Last Name	Stephens
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Executive Assistant
Employer Name	City of Menifee
Are you 18 year of age or older?	Yes
Please select the option that best represents you	Beaumont Resident
<b>Questions</b>	
Will you be able to serve a full two-year term?	Yes
Within the next two years, what days of the week would you normally be available to serve as a Board Member?	I would be available most days

What days/times would you not be available to serve? n/a

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Additional Information

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Resume [Resume 2020.docx](#)

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Additional Information *Field not completed.*

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**Nicole Wheelwright**

**From:** noreply@civicplus.com  
**Sent:** Monday, November 30, 2020 11:23 PM  
**To:** Nicole Wheelwright  
**Subject:** Online Form Submittal: Board of Administrative Appeals 2020

**Board of Administrative Appeals 2020**

Applications to fill the vacant seats of the City of Beaumont Board of Administrative Appeals will be accepted through Tuesday, December 1, 2020 at 5:00 p.m. Selection process will be held during the City Council Meeting of December 15, 2020 at 6:00 p.m.

First Name	Dameon
Last Name	Butler
Primary Phone	
Alternate Phone	<i>Field not completed.</i>
Home Address	
Address 2	<i>Field not completed.</i>
Email	
Occupation/Profession	Forensic Psychiatry
Employer Name	Department of State Hospitals - Patton
Are you 18 year of age or older?	Yes
Please select the option that best represents you	Beaumont Resident
Questions	
Will you be able to serve a full two-year term?	Yes
Within the next two years, what days of the week would you normally be available to serve as a Board Member?	Currently I work Monday-Friday 8am-5pm. However my schedule is flexible provided I'm given ample time to adjust my work schedule if need be. I'm in management so I have flexibility with my schedule.

What days/times would you not be available to serve? Currently I have no days or times I couldn't serve. I just would need a reasonable notice in order to make proper arrangements.

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Additional Information

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Resume *Field not completed.*

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Additional Information *Field not completed.*

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## Staff Report

**TO:** Mayor and City Council Members  
**FROM:** Kyle Warsinski, Economic Development Manager  
**DATE:** December 15, 2020  
**SUBJECT:** **Professional Services Agreement with The Retail Coach for Retail Market Analysis and ongoing Economic Development Support**

---

### Background and Analysis:

The City of Beaumont's Economic Development Strategic Plan was approved in August 2019 and provides a blueprint for attracting targeted new development and business investment, creating jobs, and contributing to the City's long-term fiscal health. The Plan identifies key industries to be the focus of Beaumont's business retention, expansion, and attraction efforts and includes action on closely related issues such as infrastructure, land use and workforce development.

The Economic Development Strategic Plan (EDSP) is based on a comprehensive research and stakeholder outreach process and reflects consensus views on the most promising opportunities and the most pressing challenges facing Beaumont's economy. While the EDSP places primary emphasis on actions and initiatives to be pursued directly by the City, action items also reflect the fact that a wide array of public- and private-sector entities have roles in influencing the economic vitality of Beaumont.

One of the key action items within the EDSP is industry targeting both for job creators and local serving businesses. The latter consists of retailers which provide the goods and services Beaumont residents have come to expect in their community. In 2020, the retail market is as competitive as ever, and consumer spending habits related to online shopping has forced brick and mortar retailers to shift and adapt to the changing landscape. It is imperative that the City develop a strategy for retail recruitment which incorporates elements retailers desire.

The next step in the Strategic Plan process is to establish a formal retail recruitment strategy, which addresses the complexities in the retail market and allows the City to adapt to the industry's ever-changing environment. In order to develop and implement a retail recruitment strategy the City needs to perform a retail market analysis. The

analysis will provide in-depth details of demographics, psychographics, consumer preferences and resident and visitor cellphone data. When this data is coupled with a void analysis, it is possible to identify retailers that are most compatible within the Beaumont trade area.

Staff published a Request for Proposal (RFP) to perform a Retail Market Analysis on August 31, 2020. The scope of work described in the RFP entailed conducting a site assessment of the City's market trade area and profile the customer's buying habits, lifestyle characteristics and media habits. The results of the assessment would be used to guide the City in its efforts to grow the retail sector. These results would also be used to shape and refine City goals and policies over the long term. The Retail Market Analysis was specified to include the following key points:

*Market Analysis Report:*

- Population and household increases,
- Consumer and household demographic profiles,
- Consumer demand and market supply assessment,
- Drive time analysis for five areas in the City,
- Competition,
- Existing retail firms,
- Retail leakage and surplus,
- Retail development in similar cities,
- Market cannibalization,
- Retail trends,
- Key psychographics,
- Market viability, and
- Report tools for existing and local retailers.

The RFP also included the following *optional scope of work items*:

- Assess the retail potential of commercial sites in the City and unique demographics attributes.
- Match the City's customer profiles with profiles of specific retailers and restaurants that would consider the City for a location or expansion.

- Conduct outreach efforts for each of the retailers and restaurants identified, including the preparation of custom marketing materials as appropriate.

The City received six proposals to perform the market analysis and optional items. These were reviewed and scored by a three-member committee consisting of the Economic Development Manager, City Manager and the Riverside County Business and Community Services Deputy Director. Those firms receiving the highest scores were then interviewed by the City. At the conclusion of the interviews, one firm was selected which best represented the ability to perform all the functions listed above. City staff felt that The Retail Coach best fit the City's current needs of working to accomplish the vision and goals set forth in the EDSP and the 2040 General Plan. The Retail Coach specializes in retail market analysis, determining market opportunities, marketing municipal clients and recruiting retailers and developers. The scope of work for the contract is detailed in the RFP document (Attachment A). The work performed under the contract shall identify the City's consumers, both residents and visitors alike, and work to determine retail opportunities, including identification of development sites and retail companies. Marketing materials will be created for the City as a whole, and customized packages will be developed for each retailer identified. The Retail Coach will be partnering with Staff for actual recruitment efforts for new businesses as well as business retention and expansion efforts for existing businesses.

The proposed contract will enhance ongoing work across four of the EDSP Strategy groups: Marketing, Real Estate Development and Redevelopment, Industry Targeting for local service businesses, and Business Retention and Expansion. All four groups were identified with either a medium or high priority in the EDSP strategy group hierarchy. The contract aids in the implementation of many programs detailed in the 2040 General Plan update and addresses four economic development and fiscal goals, including creation of a dynamic local economy, support for the growth and prosperity of local businesses, development of vibrant shopping areas, and keeping Beaumont a financially stable community.

### **Fiscal Impact:**

Staff estimates the costs related to RFP to be \$3,500. The proposed contract's annual cost breakdown is as follows:

Year 1: \$48,500  
 Year 2: \$31,500  
Year 3: \$31,500  
**Total: \$111,500**

The proposed contract cost is a not to exceed amount of \$111,500 over the next three years.

**Recommended Action:**

Approve the Professional Services Agreement with The Retail Coach for retail market analysis and ongoing economic development support.

**Attachments:**

- A. Professional Services Agreement and Proposal

## AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the \_\_\_\_\_ day of December 2020, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and The Retail Coach, LLC whose address is PO Box 7272, Tupelo, MS 38802 (“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 professional economic development consulting services; and

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

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

### AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) years unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: economic development consulting services per Exhibit “A”. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Austin Farmer 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 \$45,000.00 for the first year, and \$28,008 each year for the second and third year, for a not to exceed total of \$101,000 for three (3) years. Provided that Contractor renders the Services equitably and proportionately over the applicable term, Contractor shall bill City the sum of \$3,750.00 per month for such Services during the first year of the term ( $\$3,750 \times 12 = \$45,000.00$ ). If this Agreement extends into one or more of the succeeding year-long terms, the monthly amount as provided in the preceding sentence shall be \$2,334.00 ( $\$2,334 \times 12 = \$28,008$ ).

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. Contractor shall be reimbursed for actual out of pocket expenses incurred in performing the Services, provided the same are evidenced by paid receipts, invoices or other documentation submitted within sixty days of being incurred acceptable to City in its sole and absolute discretion and provided that the amount of reimbursement shall not exceed the sum of \$3,500 in the aggregate for any year under this Agreement.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15<sup>th</sup>) 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.

4.05 Notwithstanding the forgoing, Contractor shall be entitled to receive the estimated amount of its first month's services during the first year of the term only within

five days of the date of this mutual execution of this Agreement with all succeeding payments to be made in accordance with Section 4.03.

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 purportedly binding on the City other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

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

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

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

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

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

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

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such

instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

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

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

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

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

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

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

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

7. General Conditions pertaining to Insurance Coverage

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

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

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

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

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

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

## 8. Indemnification.

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

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

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

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

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

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

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

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

CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or

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

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

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

**CITY:**

CITY OF BEAUMONT

By: \_\_\_\_\_  
Mike Lara, Mayor

**CONTRACTOR:**

The Retail Coach, LLC

By: C. Kelly Cofer (12/9/2020)

Print Name: C. Kelly Cofer

Title: CEO

**EXHIBIT "A"**

**PROPOSAL**

**(insert behind this page)**

**SEPTEMBER 30, 2020**

Attn: Kyle Warsinski  
City of Beaumont, CA  
550 E 6<sup>th</sup> Street  
Beaumont, CA 92223

## **PROPOSAL FOR PROFESSIONAL SERVICES FOR RETAIL MARKET ANALYSIS**

Dear Mr. Warsinski,

We are pleased to present the following proposal in response to the City's request for consultant services for retail market analysis.

With a national perspective and more than twenty years of experience in over 650 communities, The Retail Coach offers the expertise, service, and manpower to research, analyze, and develop customized strategies that best position our clients for retail recruitment and development success. No other consulting firm offers this level of comprehensive support that is uniquely tailored to the community. Our focus on partnership and tangible retail successes has resulted in ongoing, multi-year relationships with more 90% of our clients.

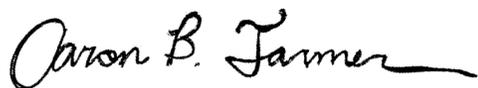
Our team met recently to discuss this RFP, Beaumont's retail opportunity, and the best approach to help accomplish the City's long-term retail goals. Based on our research and current knowledge of the community, we are confident we can be successful in helping to recruit retailers and developers to Beaumont.

We have addressed each service outlined in the Request for Proposal in a comprehensive manner. Additionally, we have added complementary services we feel beneficial, such as our mobile phone/cell phone analysis to help identify Beaumont's Retail Trade Area, developer recruitment, and an online dashboard/interactive mapping application to help with our marketing and recruitment of the community.

We appreciate the opportunity to submit this proposal and would welcome the opportunity to personally introduce our firm to you at the appropriate time.

Please feel free to call me with any questions.

Sincerely,



Aaron Farmer  
President  
The Retail Coach  
(662) 231-0608  
afarmer@theretailcoach.net



RFP PROFESSIONAL SERVICES FOR

# Retail Market Analysis

CITY OF BEAUMONT, CALIFORNIA

9.30.2020



800.851.0962 | THERETAILCOACH.NET | AUSTIN, TEXAS • TUPELO, MISSISSIPPI



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## Introduction

The Retail Coach is submitting this proposal to assist the City of Beaumont in preparing a comprehensive

## Retail Market Analysis

### Objectives:

- Equip the City with a high-quality, comprehensive Retail Market Analysis.
- Assist with the creation and execution of the City's retail development strategy.
- Provide insights, resources, and expertise to attract new businesses to the community while also assisting with business retention efforts.

**The Retail Coach has been the national retail recruitment expert for more than 20 years.** Having worked more than 650 assignments in 38 states, our recruitment approach is simple – do what you say you are going to do, do it at the highest level possible and constantly communicate findings and results to our clients. This approach has proven successful, having performed multiple assignments with more than 90% of our clients.

Our goal is to not only aid the City of Beaumont in preparing and executing the Retail Market Analysis (and proactive retailer and restaurant recruitment) but also to enhance your level of retail expertise as the city pursues the Downtown Specific Plan and builds upon the Economic Development Strategic Plan. Regarding the downtown plan, we are firm believers that a community must achieve a balance of national brands and local businesses. Our approach to assisting local business growth and sustainability is quite different than our approach to national brands – it is built around accurate customer purchasing data and education.

### Submitting Firm:

The Retail Coach, LLC

### Mailing Address:

The Retail Coach, LLC  
PO Box 7272  
Tupelo, MS 38802

### Primary Contact:

Austin Farmer  
Project Director  
austin.farmer@theretailcoach.net  
(817) 845-4220

Introduction:  
**Executive Summary**

Item 10.

For our proposal, we have identified **4 key submarkets** in Beaumont

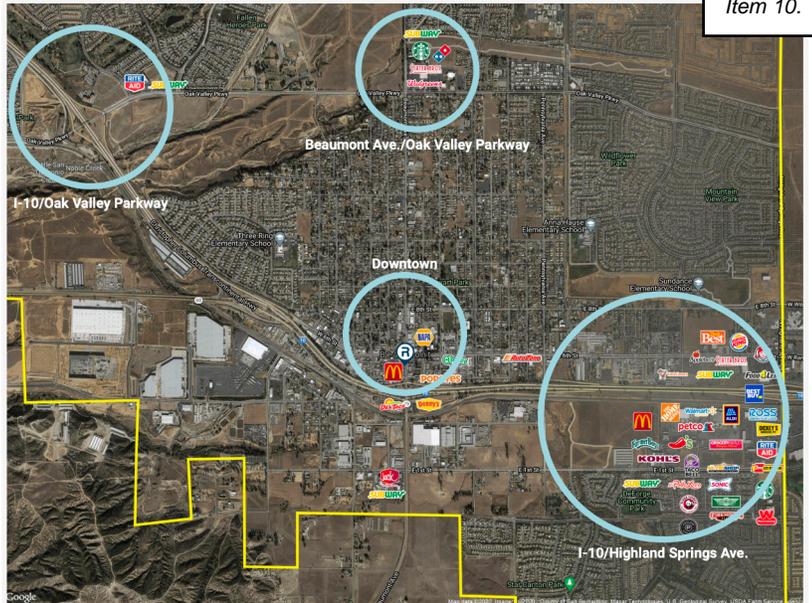
Pursuant to the City of Beaumont’s Request for Proposals for a Retail Market Analysis, The Retail Coach is excited to submit a proposal to address the city’s retail needs. Additionally, we offer additional services that will allow Beaumont to address current retail gaps and capitalize on realizing its retail and restaurant potential as a regional retail destination.

Our approach is quite unique and developed around segmenting the city into submarkets or “micro markets.”

Each submarket has its own retail potential based on surrounding population density, customer’s demographic profile and purchasing habits dictated by their lifestyles.

Four primary retail submarkets:

- I-10 & Highland Springs Avenue
- I-10 & Oak Valley Parkway
- Oak Valley Parkway & Beaumont Avenue
- Beaumont Avenue & 6<sup>th</sup> Street



**I-10 & Highland Springs Avenue**

- Regional retail destination for western Riverside County
- Excellent opportunity for continued success due to land availability
- Superior retail development potential to Banning (SEQ of I-10/Highland Springs Ave) due to dual access via Second St & 1<sup>st</sup> St
- Strategy built around larger, destination retailers and infill retail and restaurants

Population:	9,754
Annual Growth:	.96%
Median Age:	47.2
Avg HH Inc:	\$74,577
Per Capita Inc:	\$30,449

**I-10 & Oak Valley Parkway**

- Emerging regional submarket with large, developable tracts (NW and SE quadrants)
- Strong disposable incomes
- 24.3 acres in NW quadrant has been conceptually planned
- Strong residential growth in the area will aid in development timing (8,400 +/- new units in the area - Lee & Associates)
- Strategy built around identifying anchor tenants - including recruiting developers

Population:	6,631
Annual Growth:	1.43%
Median Age:	43.4
Avg HH Inc:	\$107,161
Per Capita Inc:	\$38,994

**Oak Valley Parkway & Beaumont Avenue**

- Emerging neighborhood submarket
- Planned development in the NW quadrant targets retail, restaurants, and service businesses
- Densely populated with 1.05% annual growth projected
- Higher hispanic consumer that correlates with younger median age
- Strategy built around assisting owner and/or broker by recruiting retailers and restaurants

Population:	14,458
Annual Growth:	1.05%
Median Age:	32.7
Avg HH Inc:	\$84,468
Per Capita Inc:	\$26,216

**Beaumont Avenue & 6<sup>th</sup> Street**

- Densely populated with 1.14% annual growth projected
- Younger consumers with higher Hispanic representation
- Strategy will follow Downtown Specific Plan
- Strategy built around determining highest and best use for well-located properties, identifying retailers/restaurants, and educational workshops for existing local businesses

Population:	11,200
Annual Growth:	1.14%
Median Age:	31.4
Avg HH Inc:	\$80,430
Per Capita Inc:	\$24,273

# Moving Beyond Data to Bring Retailers to Beaumont

Retail recruitment is a process, not an event. Through our proprietary Retail360® Process, we offer a dynamic system of products and services that enable communities to expand their retail base and generate additional sales tax revenue.

The Retail360® Process identifies the strengths and weaknesses of your community to attract retail and highlights your community's advantage over competing cities. Through our multi-phase approach to recruiting new retailers, we're able to help communities build a long-term retail economic development plan.



## Market-Based Solutions

We understand that no two communities are the same, and that each one has its own unique set of development and/or redevelopment needs. Therefore, we work with our clients to determine those needs and to offer custom, tailored solutions. Our strategies are data-driven and verified through our comprehensive Retail360® Process.

## On-the-Ground Analysis

Just as each client has their own set of needs, we know that each client has a unique position in the marketplace as it competes to recruit new retailers. We spend time in your community with leaders and stakeholders, which enables us to determine your market position and identify retailers that fit your community.

## Action Plan for Retail Growth

We analyze, recommend, and execute aggressive strategies for pursuing the ideal retailers, as well as coaching our clients through the recruitment and development process. This partnership typically produces the best results when, together, we derive short-term and long-term strategies based on market data and opportunities.

The Retail Coach will perform extensive market research and analysis to evaluate the area and the Beaumont community. This “macro” to “micro” approach enables The Retail Coach to analyze competitive and economic forces that may impact the community’s retail recruitment and development plan. The Retail Coach will gather market-specific data to assist in identifying Retail Trade Area boundaries, potential consumer bases, community issues and opportunities.

## Custom Retail Trade Area Analysis

The Retail Trade Area is the geographical area from which the community’s retailers derive a majority of their business. It is the foundational piece of the retail plan and its accuracy is critical.

- We utilize retail trade area data when communicating with retailers and developers to ensure that the community fully leverages the amount of shoppers coming into the community. **The Retail Coach will hand draw retail trade areas for Beaumont based on cell phone/GPS data from shoppers as well as on-the-ground analysis from The Retail Coach team.**



## Competing Community Analysis

A community must have a clear understanding of the competitive nature of retail recruitment. Before analyzing the Beaumont community, **The Retail Coach will look at competing communities to identify a competitive advantage**, via economic and market forces, that have a direct impact on retail recruitment and development in Beaumont.

## Community Stakeholder Meetings

**The Retail Coach will obtain plan buy-in from public and private stakeholders through a series of individual and group meetings.** Stakeholders may include City staff and representatives, community leaders, real estate brokers, retail developers, property owners, and owners of independent businesses.

## Demographics & Psychographics

Based on the market segmentation system developed by ESRI, **The Retail Coach will develop a Tapestry Segmentation Profile of the households in the Retail Trade Area.** This is done by using the most advanced socioeconomic and demographic data to measure consumer attitudes, values, lifestyles, and purchasing behaviors, to understand the sectors and brands of retailers that may be of interest.

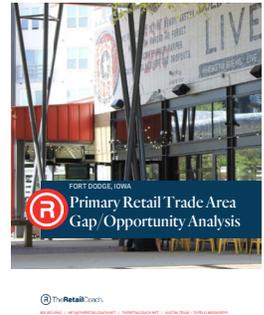
# Determining Retail Opportunities

The Retail Coach will determine the level of retail demand for the designated Retail Trade Area. The Retail Gap Analysis computes the retail potential of the Retail Trade Area and then compares it to estimated actual sales in the community. The difference is either a leakage, where Beaumont consumers are traveling outside the community to purchase certain retail goods and services; or a surplus, where consumers are traveling from outside to Beaumont to purchase certain retail goods and services.

## Custom Retail Gap Analysis

Identifying where there is the most retail opportunity in Beaumont.

- A community is able to quantify its retail demand through a Retail Gap Analysis, which provides a summary of the primary spending gaps – or opportunities – for 68 retail sectors. The analysis is ultimately used to identify recruitment targets for the community. The Retail Gap Analysis will: Identify retail sales surpluses and leakages for more than 68 retail sectors. Distinguish retail sectors with the highest prospect for success, and quantify their retail potential.



### RETAIL TRADE AREA • GAP/OPPORTUNITY ANALYSIS Lancaster, California

SECTOR	DESCRIPTION	POTENTIAL SALES	ACTUAL SALES	%LEAKAGE/SURPLUS	%LEAKAGE INDEX
44, 45, 722	<b>Total retail trade including food and drinking places</b>	<b>\$5,466,572,222</b>	<b>\$4,067,050,149</b>	<b>\$1,399,522,073</b>	<b>0.74</b>
441	Motor vehicle and parts dealers	\$1,050,303,888	\$802,557,441	\$247,746,447	0.76
4411	Automobile dealers	\$934,073,328	\$729,732,973	\$204,340,355	0.78
4412	Other motor vehicle dealers	\$44,306,969	\$15,133,206	\$29,173,763	0.34
4413	Automotive parts, accessories, and tire stores	\$71,923,591	\$57,691,262	\$14,232,329	0.80
442	Furniture and home furnishings stores	\$101,628,653	\$59,928,392	\$41,700,261	0.59
4421	Furniture stores	\$47,810,570	\$32,784,495	\$15,026,075	0.69
4422	Home furnishings stores	\$53,818,082	\$27,143,897	\$26,674,185	0.50
443	Electronics and appliance stores	\$100,090,436	\$75,793,267	\$24,297,169	0.76
443141	Household appliance stores	\$13,243,018	\$8,207,687	\$5,035,331	0.62
443142	Electronics stores	\$86,847,417	\$67,585,580	\$19,261,837	0.78
444	Building material and garden equipment and supplies dealers	\$269,438,023	\$190,682,407	\$78,755,616	0.71
4441	Building material and supplies dealers	\$252,459,583	\$184,512,421	\$67,947,162	0.73
44411	Home centers	\$143,040,298	\$116,995,966	\$26,044,332	0.82
44412	Paint and wallpaper stores	\$4,653,594	\$3,299,641	\$1,353,953	0.71
44413	Hardware stores	\$19,034,936	\$10,055,639	\$8,979,297	0.53
44419	Other building material dealers	\$85,730,755	\$54,161,175	\$31,569,580	0.63
4442	Lawn and garden equipment and supplies stores	\$16,978,440	\$6,169,986	\$10,808,454	0.36
44421	Outdoor power equipment stores	\$1,698,914	\$565,445	\$1,133,469	0.33
44422	Nursery, garden center, and farm supply stores	\$15,279,526	\$5,604,541	\$9,674,985	0.37
445	Food and beverage stores	\$743,355,400	\$493,775,993	\$249,579,407	0.66
4451	Grocery stores	\$690,138,519	\$460,723,332	\$229,415,187	0.67
44511	Supermarkets and other grocery (except convenience) stores	\$671,420,560	\$445,444,156	\$225,976,404	0.66
44512	Convenience stores	\$18,717,959	\$15,279,176	\$3,438,783	0.82
4452	Specialty food stores	\$17,424,351	\$8,986,552	\$8,437,799	0.52
4453	Beer, wine, and liquor stores	\$35,792,530	\$24,066,109	\$11,726,421	0.67



\*Positive numbers denote leakage, negative numbers denote a surplus  
 †A Leakage Index of greater than 1.0 means that the community retail sales include shoppers from outside the trade area (surplus). If the index is less than 1.0, the members of the community are shopping outside of the community for their retail needs.

Project Approach:  
**Identifying Development Opportunities**

Retailers are interested not only in the market data on your community, but also in evaluating all available property vacancies and sites that fit their location preferences. A community must create and maintain a database of prime available properties along with accurate and current marketing information. Successful retail recruitment begins to happen with the introduction of available sites.

Identifying and Marketing  
**Vacancies & Development Sites**

Identifying and marketing key sites  
 in Beaumont.

- **The Retail Coach will identify priority retail vacancies and development/redevelopment sites to market.** Factors influencing site selection for priority sites will include:
  - Existing market conditions
  - Retail Trade Area population
  - Traffic counts and traffic patterns
  - Site-line visibility from primary & secondary traffic arteries
  - Ingress/regress
  - Adequate parking
  - Site characteristics
  - Topography
  - Proximity to retail clusters

Retail  
**Site Profiles**

The Retail Coach will create a Retail Site Profile for each identified vacancy and site with current site-specific information, including:

- Location
- Aerial photographs
- Site plan
- Demographic profile
- Property size and dimensions
- Traffic count
- Appropriate contact information

**In-line & Pad Sites in New Walmart Development**  
 3873 Service Road | Ceres, CA 95351

In-line retail space available in new Walmart development breaking ground in 2020.

**Property Features**

- Direct access from Highway 99 with more than 104,000 vehicles per day
- Adjacent to regional Ceres Gateway development (in development)
- High visibility and accessibility from Highway 99, Mitchell Rd, and Service Rd

**Acidis Partner:** Project Director | The Retail Coach, LLC  
 917.649.4221 | acids@theretailcoach.com

**Steve Mallon:** Executive Director  
 209.222.7991 | Steve.Mallon@cityofceres.ca.gov

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**Retail Pad & Shop Spaces Available**  
**Ceres Gateway Center** | Highway 99 & Mitchell Road | Ceres, CA

New mixed-use development including retail, hotels, restaurants and office space being developed on Highway 99 and Mitchell Road in Ceres, California.

**Property Features**

- Proposed Super Walmart across street - 84g permits issued Feb. 2019
- Mitchell Road interchange access with new interchange planned at Service Road
- 1,300 linear feet of Highway 99 frontage
- 415 freeway (open sign) planned
- New operational entry into project on Mitchell Road
- High traffic counts on Hwy 99 with great positioning between south Modesto and Turlock

**Demographics**

	Trade Area	3 mile	5 mile	10 mile
Est. Population	290,848	57,541	130,512	416,680
Avg HH Income	\$26,142	\$23,586	\$21,472	\$20,623

**Acidis Partner:** Project Director | The Retail Coach, LLC  
 917.649.4221 | acids@theretailcoach.com

**Steve Mallon:** Executive Director  
 209.222.7991 | Steve.Mallon@cityofceres.ca.gov

**The Retail Coach will target national and regional retail brands that are a good “fit” for the community.** This means that the Retail Trade Area population, disposable incomes, consumer spending habits, and education levels meet the retailers’ ideal location criteria.

### Identifying **Potential Retailers**

The Retail Coach will develop and review a master list of potential retailers with Beaumont staff and work together to prepare a final target list of retailers for recruitment. This list will include retailers from TRC’s analysis as well as new retail/restaurant concepts or regional retailers and restaurants that may be a good fit for the community.

### Identifying **Potential Developers**

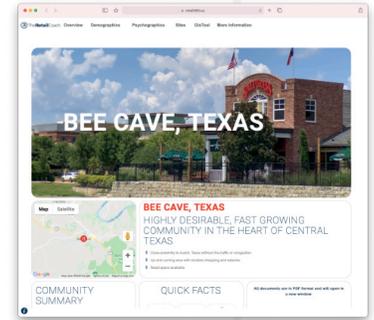
Much of our recruitment success comes from establishing a network of regional and national retail developers over the past 18 years.

Developer networking and recruitment have become key components in a community’s retail recruitment and development/redevelopment success. If a higher-tier retailer were to express interest in a community, and there was not sufficient ready-to-lease properties matching their needs and brand requirements, a developer must be identified to build the interested retailer a suitable property.

The Retail Coach will use its network to identify retail real estate developers active in Beaumont and the region for recruitment. We will also work with Beaumont staff to contact and build relationships with developers active in the region.

## Online Retail Dashboard

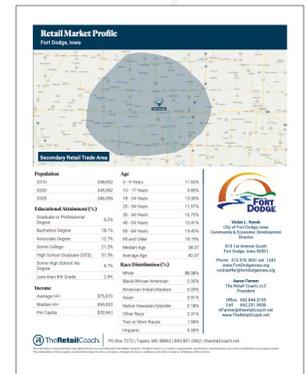
The Retail Coach will create a Retail360® Retail Dashboard for Beaumont, which will be available for visual presentation and easy downloading of all data sets and marketing information. With a few clicks, retailers, brokers and developers can learn about your community's retail potential like never before.



## Retail Market Profile

To attract targeted retailers, the most critical step is to provide accurate and current community data and site-specific information on available vacancies and sites. It is important that this marketing information positively reflects the community's attributes and brand to corporate site selectors, real estate brokers, and developers, because it is essential in making initial decisions about locating in the community.

The Retail Coach will develop a Retail Market Profile tailored to the specific needs of targeted retailers' essential site selection and location criteria for Beaumont. The profile serves as a community introduction, and includes: Retail Trade Area Map, Location Map, Traffic Count Map, Demographic Profile Summary, Appropriate logo and contact information.



## Retailer-Specific Feasibility Packages

Unlike the more general Retail Market Profile, a Retailer Feasibility Package is developed to send specifically to the real estate department or broker for individual retailers. The Retail Coach will create Retailer-Specific Feasibility Packages to address essential location criteria.



## Developer Opportunity Package

Our team creates a Developer Opportunity Package to send specifically to retail developers active in the community and/or region to spark their interest in retail opportunities. The Retail Coach will create a Developer Opportunity Package to highlight development/redevelopment opportunities in Beaumont.

## Recruiting Retailers & Developers

The Retail Coach is the first national retail recruitment firm to introduce retailer and developer recruitment specifically for communities. Twenty years and 650+ projects later, the recruitment of retailers remains one of the primary metrics of success. Today, our experience has proven that a community must move beyond just gathering data sets, and proactively recruit retail.

### Recruitment of Retailers

**The Retail Coach will actively recruit retailers on Beaumont's behalf.**

Our retailer recruitment process includes:

- Introductory emails and retail market profile are sent to each targeted retailer.
- Personal phone calls are placed to measure interest level.
- Personal emails and retailer feasibility packages are sent to each targeted retailer.
- Personal emails and retail site profiles for prime vacancies are sent to the appropriate targeted retailers.
- Personal emails are sent to inform targeted retailers of significant market changes.
- Personal emails are sent to decision markers once per quarter to continue seeking responses regarding their interest level in the community.
- A retailer status report is provided with each retailer's complete contact information and comments resulting from recruitment activities.

### Recruitment of Developers

**The Retail Coach will actively recruit developers on Beaumont's behalf.**

Our developer recruitment process includes:

- Introductory emails and opportunity packages are sent to developers.
- Personal telephone calls are placed to measure interest level.
- Personal emails are sent to inform developers of the status of interested retailers, and any significant market changes.
- A developer status report is provided with each developer's complete contact information and comments resulting from recruitment activities.

### Retail Conferences

We help communities connect with retailers and developers at retail conferences such as the annual ICSC Recon Conference and other regional events. **The Retail Coach will assist in marketing Beaumont, and its vacancies and sites, to retailers, developers, and brokers at retail industry conferences.**

## Ongoing Retail Coaching

We partner with communities on a long-term basis and are available when clients have questions, new ideas, or need access to GIS mapping and current data statistics. We are also available if clients need to brainstorm opportunities as the community grows and develops.

### Ongoing Retail Coaching

The Retail Coach will provide ongoing coaching and support for retail recruitment activities for Beaumont.





Firm Profile:

## Retail Recruitment Successes

Item 10.

**5 Million+ Square Feet** of new retail recruited to client communities in the past 5 years.

TRC has recruited these - and hundreds of others - retailers and restaurants to our client communities.



## 2020-2021 Grand Openings in Client Communities



**CHICK-FIL-A**  
LA County, CA  
Opening 2021



**WR KITCHEN & BAR**  
Laguna Niguel, CA  
Opened 2020



**MOD PIZZA**  
Auburn, WA  
Opening 2020



**DOUGH ZONE**  
Renton, WA  
Opening 2020



**SPORTSMAN'S WAREHOUSE**  
Laramie, WY  
Opening 2020



**COSTCO**  
McKinney, TX  
Opened 2020



**LOWES**  
Victoria, TX  
Opening 2020



**MARSHALLS**  
Warrensburg, MO  
Opening 2020



**GRANT'S KITCHEN**  
Gallatin, TN  
Opening 2020



**EGGS UP GRILL**  
Camden, SC  
Opened 2020



**RAISING CANE'S**  
Victoria, TX  
Opening 2020



**MOD PIZZA**  
Waxahachie, TX  
Opened 2020



**ROUND TABLE PIZZA**  
McKinney, TX  
Opened 2020



**STARBUCKS**  
Kingsville, TX  
Opened 2020



**BRAUM'S**  
Wolfforth, TX  
Opening 2020

# Who We Are

## Our Team is **Your Team**

**We take a partnership approach and become an extension of your team.** Our clients are invited to participate in the process as much as they would like, allowing our contacts to become theirs.

## We are **Flexible and Agile**

**We have kept our team size optimal in order to keep the ability to adapt and change.** This has allowed us to develop new programs and find innovative ways to help client communities.

## Experience & **Relationships**

**We pioneered the retail recruitment industry more than twenty years ago** and leverage 20+ years of experience and relationships to drive retail growth in your community.

## We **Avoid Conflicts** of Interest

**We're not brokers. And we don't have to answer to in-house agents looking for commission,** so our interests are always in line with what is best for your community and aligned with your vision.

## Fully **Transparency**

We track recruitment activity and prospect feedback in your **custom retail recruitment dashboard** and host monthly update calls with your team.

## We Have **Consistent** Project Teams

**Your project team is consistent from day one.** We don't have a sale team that hands you off to a different project team. Your project team, recruitment team, and support staff are consistent from start to finish.



## Recent & Similar Projects Worked by Core Project Team:

CLIENT	PROJECT	CONTACT INFORMATION
<b>City of Lancaster, CA</b>	Comprehensive Retail Recruitment & Development Strategy	Chenin Dow   Assistant to the City Manager Innovation & Economic Development City of Lancaster   44933 Fern Avenue   Lancaster, CA 93534 T: (661) 723-6165
<b>City of Ceres, CA</b>	Retail Recruitment & Development Strategy	Steven L. Hallam, AICP Economic Development & Redevelopment Manager City of Ceres   2720 2nd Street Ceres, CA 95307 Office: 209 538-5756
<b>City of Murrieta, CA</b>	Custom Retail Feasibility Studies and Market Opportunity	Scott Agajanian Deputy Director of Development Services – Economic Development  The City of Murrieta 951-461-6003 Direct Line
<b>City of Laguna Niguel, CA</b>	Comprehensive Retail Recruitment & Development Strategy	John Morgan   Development Services Manager City of Laguna Niguel Laguna Niguel, CA 92677 Tel: 949-362-4332
<b>City of Indio, CA</b>	Comprehensive Retail Recruitment & Development Strategy	Carl S. Morgan Director of Economic Development City of Indio   Economic Development 100 Civic Center Mall   Indio, CA 92201 P: 760-541-4203

Firm Experience & Qualifications:  
**Principal Office & Locations**

The Retail Coach has been headquartered in Tupelo since 2000, and continues to run operations from our offices in the Downtown district. Team members are split between our Mississippi offices along with Austin and Dallas, Texas. These regional offices provide The Retail Coach with closer proximity to major site selection and brokerage offices as well as major airports for more efficient travel to our communities. **Our Austin, Texas office will be the principal office responsible for managing the retail market strategy and recruitment for Beaumont.**

Regional Offices:  
**Multiple Locations to Serve Client Communities**



# Proposed Project Team

## Day-to-Day Project Management



**Austin Farmer**  
Project Director

- Austin manages The Retail Coach's projects in California and will be the Project Director for Beaumont's Retail Market Analysis.

## Project Strategy & Oversight



**Kelly Cofer, CCIM**  
Founder & CEO



**Aaron Farmer**  
President

- With a combined 50+ years of retail development experience, Kelly and Aaron play an integral role in every Retail Coach project, including in-depth market analyses, recruitment strategies, and development or redevelopment plans.

## Retailer & Developer Recruitment



**Caroline Harrelson**  
Recruitment Specialist



**Cary Everitt**  
Recruitment Specialist

- Caroline and Cary manage our relationships with national and regional retailers, developers, and brokers. They will send data, site profiles, and opportunities on behalf of the City.

## Data & Market Research



**Matthew Lautensack**  
Recruitment Specialist



**Aiden Berry**  
Research Analyst

- Matthew and Aiden use cutting-edge GPS-based market data to paint the best picture of the retail opportunity in the market. They provide the latest retail trade area data, demographics, psychographics, and retail opportunity data for client communities.

## Administrative Support



**Nancy Dees**  
Director of Finance



**Katie Zuniga**  
Marketing & Communications  
Manager

- Nancy and Katie support all projects by managing client invoicing and marketing, promotional, and graphic design support.

## References



**Chenin Dow**  
*Assistant to the City Manager*  
- *Innovation & Economic Development*  
City of Lancaster, CA  
[cdow@cityoflancafterca.org](mailto:cdow@cityoflancafterca.org)  
(661) 723-6165



**Scott Agajanian**  
*Deputy Director of Development Services -*  
*Economic Development*  
City of Murrieta, CA  
[SAgajanian@murrietaca.gov](mailto:SAgajanian@murrietaca.gov)  
(951) 461-6003



**Sarah Reese**  
*Administrator, Economic & Community*  
*Initiatives*  
City of Laramie, Wyoming  
[sreeese@cityoflaramie.org](mailto:sreeese@cityoflaramie.org)  
(307) 721-5201

## Client Testimonials

“The Retail Coach is hands-down one of the best consultant teams of any kind that our team has had the pleasure of working with. Their extensive expertise and nationwide connections with site selectors, developers, and major chains have opened up new doors for the City of Lancaster, allowing us to take our recruitment efforts to the next level and collaborate with brands that hadn’t previously considered our market. They work as an extension of our staff, anticipating needs and freeing up in-house staff time. I can’t recommend the Retail Coach highly enough.”

Chenin Dow  
Assistant to City Manager - Innovation & Economic Development  
Lancaster, CA

“In my opinion, The Retail Coach’s strategy and assistance has netted us over 325,000 square feet of occupied retail development during one of the most significant retail downturns in the last 20 years. Money well spent.”

Sam D. Satterwhite  
Executive Director Wylie Economic Development Corporation

“For years I researched firms to help me with retail development and The Retail Coach continued to surface as the best choice provider. Over and over again I heard about their ‘service after the sale.’ This was important. You see a lot of firms can run data and put together fancy reports. What allows The Retail Coach to stand out is their coaching. A tool is useless unless someone ‘coaches’ you on the best way to utilize it. When you hire The Retail Coach you are not just buying data, you are hiring a coach to help you with your retail development needs. I highly recommend them to any community seeking to effectively recruit retail development.”

Dave Quinn  
Frisco Economic Development Corporation

### Retail Market **Analysis**

- Competing Communities Analysis
- Customer Retail Trade Area Map
- Retail Trade Area Demographic Profile
- Retail Trade Area Psychographic Profile
- Demographic Profile - City and Key Areas of Focus
- Workplace Population Profile
- Discussion with Key Community and Business Stakeholders

### Determining **Retail Opportunities**

- Retail Gap Analysis
- Submarket Analysis Highlighting at least three (3) Key Areas of Focus
- Consumer Propensity Report

### Identifying **Development & Redevelopment Opportunities**

- Analysis of up to Ten (10) Development/ Redevelopment Sites
- Up to Fifteen (15) Retail Site Profiles for Available or Developable Retail Sites

### Identifying **Retailers & Developers** for Recruitment

- Target list of up to Thirty-five (35) Retailers along with Contact Information
- Target list of up to Twenty (20) Developers with Contact Information

### Marketing & **Branding**

- Retail Market Profile
- Retail Market Flyer
- Up to Thirty-five (35) Customized Retailer Feasibility Packages
- Developer Opportunity Package
- Interactive Site Mapping - Up to Five (5) Preloaded Sites

### **Recruiting** Retailers & Developers

- Retail Recruitment Plan
- Retailer & Developer Recruitment Status Dashboard
- Monthly Retailer Recruitment Updates
- Monthly Developer Recruitment Updates

### Ongoing Retail **Coaching**

- Ongoing Coaching & Support from The Retail Coach Team
- Representation of the City at Regional and National Industry Events Including ICSC Recon in Las Vegas
- Additional Economic Development Services as Needed and Mutually Agreed Upon



### Reporting

The Retail Coach will provide written or electronic project updates on a bi-monthly basis.

### Community Trips

The Retail Coach Team will make at least two (2) site visits to Beaumont during the project.

### Project Timeline

The Retail Coach is available to begin work immediately upon agreement of terms with a project duration of 12 months.

## Comprehensive **Retail Market Analysis**

- Analyzing the Beaumont Retail Market
- Determining Retail Opportunities
- Identifying Development & Redevelopment Opportunities
- Identifying Retailers and Developers for Recruitment
- Marketing & Branding
- Actively Recruiting Retailers and Developers
- Ongoing Retail Recruitment & Coaching



**\$45,000**

Plus up to \$3,500 in reimbursable expenses

### **Work Fees**

The total fee for completion of this work is **\$45,000** payable in three installments:

- \$15,000** upon execution of the agreement;
- \$15,000** at 90 days following execution of contract;
- \$15,000** at 180 days following execution of contract;

If Beaumont elects to extend the agreement, the additional fee shall be **\$28,000**, plus actual travel expenses, for each additional 12 month period of data updates, recruitment and coaching. Work fees are payable within 30 days of receiving invoice.

### **Reimbursable Project Expenses**

It is estimated that reimbursable expenses will not exceed \$3,500, making the not-to-exceed price for the project \$48,500.

#### **Reimbursable expenses include:**

- All travel costs;
- Cost of special renderings and maps, if any;
- Cost of copies for reports and maps/drawings; and
- Cost of shipping expenses, if any.

Project expenses are payable within 30 days after receipt of the expense invoice.

**List of Current/Outstanding Projects**

City	State	Start Date	Duration	City	State	Start Date	Duration
Abilene Airport	TX	11/8/2019	12 Months	Mansfield	TX	6/3/2019	12 months
Abilene Ind Foundation	TX	11/12/2019	60 Days	Marble Falls	TX	2/18/2020	12 months
Auburn	WA	12/18/2019	12 months	McKinney	TX	4/17/2019	12 months
Bastrop	TX	12/19/2019	12 months	Millsboro	DE	7/8/2019	12 months
Breese	IL	3/4/2019	12 months	Mississippi Choctaws		6/3/2019	12 months
Brookhaven	MS	4/22/2019	12 months	Mooreville	NC	12/1/2019	12 months
Buda	TX	2/19/2020	12 months	Naples City	UT	1/22/2020	12 months
Burleson	TX	2/18/2020	12 months	Navasota	TX	11/20/2019	12 months
Burton	MI	10/15/2019	12 months	Pella	IA	2/17/2020	12 months
Camden	SC	9/1/2017	10 months	Pembroke	NC	10/8/2019	12 months
Ceres	CA	1/13/2020	12 months	Pittsburg	TX	2/11/2020	12 months
College Station	TX	11/7/2019	12 months	Saginaw	TX	3/19/2020	12 months
Colorado City	TX	8/20/2019	12 months	Seguin	TX	3/31/2020	12 months
Covington/ Newton	GA	9/10/2018	12 months	Smyth County	VA	10/16/2019	12 months
DeSoto	TX	12/19/2019	12 months	Springfield	TN	2/22/2019	12 months
Early	TX	11/6/2017	12 months	Superior	WI	6/27/2019	12 Months
Elmendorf	TX	10/1/2018	12 months	Temple	TX	1/27/2020	12 months
Firestone	CO	3/6/2020	12 months	Thomasville	NC	4/1/2020	12 months
Flatonia	TX	2/23/2018	12 Months	Tomball	TX	8/29/2019	12 months
Floresville	TX	1/15/2020	12months	Van	TX	3/13/2020	12 Months
Fort Dodge	IA	3/23/2020	12 months	Victoria	TX	12/7/2017	12 months
Fredricksburg	TX	3/8/2018	12 Months	Wake Village	TX	6/21/2018	12 months
Gallatin	TN	3/14/2019	12 months	Warrensburg	MO	12/4/2019	12 months
Gastonia	NC	12/2/2019	12 months	Watauga	TX	10/17/2019	12 months
Graham	TX	5/8/2020	12 Months	Waxahachie	TX	4/19/2019	12 Months
Gypsum	CO	1/17/2020	12 months	Willow Park	TX	7/2/2018	3 years
Harker Heights	TX	9/6/2017	12 months	Wolfforth	TX	4/29/2020	2 years
Indio	CA	1/1/2020	12 Months	Wood Dale	IL	8/17/2018	12 months
Jacksboro	TX	10/25/2019	12 months	Wylie	TX	2/27/2019	5 years
Jarrell	TX	3/9/2020	12 months				
Keller	TX	2/1/2019	12 months				
Kerrville	TX	7/3/2018	12 months				
Kingsville	TX	3/21/2019	12 months				
Laguna Niguel	CA	3/9/2020	12 months				
Lakeport	CA	8/1/2020	12 months				
Lancaster	CA	8/20/2018	12 months				
Lansing	KS	3/14/2019	12 months				
Laramie	WY	11/7/2019	12 months				
Lea County	NM	3/12/2020	12 months				
Liberty	TX	7/22/2019	12 months				
Lockhart	TX	10/3/2019	12 months				

**Proof of Insurance**

The Retail Coach carries professionally liability insurance sufficient to the request from the City of Beaumont. The City would be added as an additional insured once a signed contract is received. A blank Certificate of Insurance can be provided upon request to verify coverages meet the City's needs.

## Firm Experience &amp; Qualifications:

**Project Team Bios****Kelly Cofer, CCIM**

Founder &amp; CEO

C. Kelly Cofer leads The Retail Coach with more than 25 years of experience in all aspects of retail real estate and economic development. Mr. Cofer's professional background encompasses market research and site selection, advisory and leasing services, and property brokerage and development for leading national and regional retailers and restaurants in more than 150 cities throughout the United States. Mr. Cofer has earned the CCIM designation from the Chicago-based Commercial Investment Real Estate Institute and attended the Economic Development Institute at the University of Oklahoma. He also holds a Bachelor of Science degree from Texas A&M University.

**Austin Farmer**

Project Director

Austin Farmer brings experience in leadership in the economic development, non-profit, and financial services industries to The Retail Coach. Mr. Farmer started his career in marketing and digital strategy at GameStop. Following that, he founded Catalyst Growth Partners, a strategic marketing firm specializing in supporting high growth companies, and served as Vice President of Global Marketing and Sales for an international tax advisory firm where he led domestic and international marketing initiatives and oversaw international market development. Mr. Farmer is a graduate of Texas A&M University where he received a bachelor's degree in Marketing with a concentration in Entrepreneurial Leadership and was a member of the distinguished Mays Fellows Program.

**Matthew Lautensack**

Recruitment Specialist

New York native, Matthew Lautensack, brings a specialization in critical theory and technology integration to The Retail Coach team. During his tenure at The Retail Coach, he has brought efficiency to the operational processes, through automation, streamlining, and systematizing internal workflows. He was also the principal developer on a number of new products and services we are offering today. Prior to joining The Retail Coach, Mr. Lautensack was the Director of Information Technology at a natural soap company based out of upstate New York. A philosopher and self-taught programmer, Mr. Lautensack is efficient in user experience, digital platform design, e-commerce, automation, digital advertising and GIS.

**Aaron Farmer**

President

Aaron Farmer brings to The Retail Coach knowledge of the most current research on retail and marketing trends. Prior to joining The Retail Coach, Mr. Farmer was employed in marketing research and retail development where he worked on projects for some of America's leading retailers and restaurants including FedEx, Kinkos, Sally Beauty Supply, Adidas, Concentra and the National American Association of Subway Franchises. Mr. Farmer's expertise touches each step of a project from the initial trade area determination to the actual recruitment of retailers. Mr. Farmer holds a degree in Marketing from The Mays Business School at Texas A&M University and an MBA from Texas A&M University – Commerce.

**Nancy Dees**

Director of Finance

At The Retail Coach Nancy Dees directs all administrative functions with efficiency and care. She is a number cruncher and a people person who loves getting lost in data. Mrs. Dees extensive management and accounting experience encompass some of America's favorite retailers such as Kirkland's. Mrs. Dees previous experience as a retail buyer and store inventory control manager provides helpful insight as she assists in the retailer research performed by The Retail Coach for each project.

**Caroline Harrelson**

Recruitment Specialist

Caroline Harrelson brings client oriented expertise to The Retail Coach. Prior to joining The Retail Coach she was the Director of International Services at Mississippi State University, she managed various international projects bringing a broader approach to The Retail Coach retail economic development recruitment methods. In the Recruitment Specialist role, Mrs. Harrelson is primarily responsible for spearheading the firm's retail recruitment nationwide. Mrs. Harrelson holds a Masters in Public Policy and Administration combined with almost 10 years in upper administration and project management.

## Firm Experience &amp; Qualifications:

**Project Team Bios****Cary Everitt**

Recruitment Specialist

Cary joined The Retail Coach as an addition to the retail recruitment team. He comes from a background of almost 9 years in healthcare and retail management helping him gain exceptional relationship building skills and education in business development strategies. The main focus for Mr. Everitt at The Retail Coach is to identify and recruit interested restaurants and retailers to client communities contributing to market growth and expansion. He is currently in the process of obtaining his Texas real estate license in order to expand his knowledge in the field, allowing him to offer the best guidance and assistance to all current and future clients alike.

**Aiden Berry**

Research Analyst

Aiden Berry joined The Retail Coach as an intern immediately following graduation from Texas A&M University prior to assuming the Research Analyst role. Mr. Berry specializes in data analysis and data visualization. He brings to the team experience in data science research projects in variety of fields. He uses his skills to assist The Retail Coach with daily tasks, research, data collection, visualization and other data related projects. Mr. Berry holds a Bachelor of Science degree in statistics from Texas A&M University and is currently pursuing a Master of Science degree in statistics at Southern Methodist University in Dallas.

**Katie Zuniga**

Marketing &amp; Communications Manager

An Austin, Texas native, Katie Zuniga joined The Retail Coach to build upon the marketing department within the firm and to take ownership of all marketing and communications efforts. Mrs. Zuniga began her career as the Marketing & Communications Manager in the non-profit sector. Over the years she has gained experience and a vast knowledge in event planning, media relations, digital and social media marketing, web design, and web development in the retail industry. Mrs. Zuniga graduated from Concordia University Texas with a Bachelor of Arts in Communication with a concentration in Public Relations.

**EXHIBIT "B"**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS A**

**(insert behind this page)**



## Staff Report

**TO:** City Council

**FROM:** Elizabeth Gibbs, Community Services Director

**DATE:** December 15, 2020

**SUBJECT:** **Second Amendment to the Non-Exclusive Lease Agreement with the Boys & Girls Clubs of the San Gorgonio Pass to Lease the Albert A. Chatigny, Sr. Community Recreation Center Located at 1310 East Oak Valley Parkway**

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### Background and Analysis:

On May 5, 2020, City Council approved a non-exclusive lease agreement with the Boys & Girls Clubs of the San Gorgonio Pass to lease the Albert A. Chatigny, Sr. Community Recreation Center to provide childcare to residents considered to be essential critical infrastructure workers by the State of California Public Health Officer, in accordance with the Governor's stay at home order (Attachment A).

The non-exclusive lease agreement has allowed the City the flexibility to provide other critical services such as a warming center and includes the Boys & Girls Club covering the monthly utility costs of the building.

On September 15, 2020, City Council approved a first amendment to the agreement extending the agreement to December 31, 2020 (Attachment B).

A second amendment to the agreement has been drafted and is attached (Attachment C). The second amendment outlines a month-to-month time extension set to expire June 30, 2021, after which additional City Council consideration would be required.

### Fiscal Impact:

Approval of the Second Amendment will have a positive economic impact and provide relief of the expenses currently incurred to operate the facility.

**Recommended Action:**

Approval of the Second Amendment to the non-exclusive lease agreement with the Boys & Girls Clubs of the San Gorgonio Pass and authorize the City Manager to execute the amendment on behalf of the City of Beaumont.

**Attachments:**

- A. Non-Exclusive Lease Agreement
- B. First Amendment to the Non-Exclusive Lease Agreement
- C. Second Amendment to the Non-Exclusive Lease Agreement

**NON-EXCLUSIVE LICENSE AGREEMENT**

THIS NON-EXCLUSIVE LICENSE AGREEMENT (“License”) effective as of the date executed by both parties below is entered into by the CITY OF BEAUMONT, a municipal corporation (“Licensor”), and The Boys and Girls Club of the San Gorgonio Pass (“Licensee”).

**RECITALS:**

A. Licensee seeks to operate and maintain a daycare center (“Facility”) on property (“Property”) owned by Licensor located at 1310 East Oak Valley Parkway, Beaumont, CA, Assessor’s Parcel Number 408-100-022, in the City of BEAUMONT.

B. The Property Licensed for use by the Licensee is described in further detail in “**Exhibit A,**” and the location of the Facility on the Property is as depicted in the diagram attached as “**Exhibit B.**”

C. Licensor desires to provide daycare services to members of the public providing essential services as defined by state authorities to address the hardships imposed as a result of the COVID-19 pandemic subject to the terms and conditions hereinafter set forth, and believes there is a public benefit to the use of the City’s property in this location and for this particular temporary use.

**THE PARTIES AGREE AS FOLLOWS:**

1. THE PARTIES AND REQUIRED NOTICES

A. The parties to this License, and their designated representatives, are as follows:

Licensor:

CITY OF BEAUMONT  
Beaumont Civic Center  
550 E. Sixth St.  
Beaumont, CA 92223  
Designated Representative: City Manager  
Phone: 951 769 8520

Licensee:

BOYS AND GIRLS CLUB OF THE SAN GORGONIO PASS  
PO Box 655  
Beaumont, CA 92223

B. Any notice required to be given under the provisions of this License must be in writing and may be delivered personally, by overnight delivery service, or by certified or registered mail with postage prepaid and return receipt requested, addressed to the other party as set forth above in paragraph A.

C. Should either Party change any element of the contact information in this agreement, that Party shall notify the other Party of such change in writing within seven (7) calendar days following such change.

2. PROPERTY AND FACILITIES

A. The interests in Licensor’s property, both real and personal, that are subject to this License consist only of the non-exclusive, temporary and revocable right to occupy and use Licensor’s real property in the City of Beaumont, California. No further lease, tenancy or right of any kind to use, possess, occupy, expand, or construct on Licensor’s real or personal property is conveyed or implied.

B. Licensee’s use is strictly limited to the size as outlined in **Exhibit “B”**. The Facility must be maintained, and operated in compliance with all applicable licenses, permits, ordinances, laws and regulations, including but not limited to the BEAUMONT Municipal Code provisions relating to encroachment permits, and all building and health codes.

C. Licensee shall be responsible for any and all costs associated with Licensee’s use of the Property, including utilities, alarm service, and broadband (Internet) service. All invoices shall be paid within 15 days of being presented to Licensee.

D. Licensor makes no warranty or representation of any kind whatsoever regarding the condition of the Property or its fitness for Licensee’s use, or any use. Licensee accepts this License of the Property in an “as is, where is” condition and has been advised to inspect the Property.

E. Licensee expressly acknowledges that the License conveyed herein is non-exclusive and temporary, subject to revocation for the reasons specified herein, or no reason, that Licensee has acquired no recognizable property interest in Licensor’s Property, that Licensee’s use of the Property is entirely at Licensee’s own risk.

3. LICENSEE’S USE OF THE PROPERTY

A. Licensee is authorized to use the Property only for the daycare service in the area as described and depicted herein. Licensee’s use of the Property must comply with all conditions imposed by Licensor’s City Manager, or his designee, or City Council, and with all ordinances, laws, and regulations of any governmental entity having jurisdiction to regulate the use.

B. As required by applicable law, Licensee shall apply for, obtain and maintain continuously in effect all licenses, permits, and approvals required by all governmental agencies for Licensee’s intended use of the Property as a daycare center. Licensor shall, at no expense to Licensor, cooperate with Licensee in providing such information concerning this License as may reasonably be requested in Licensee’s efforts to obtain the required licenses, permits, and approvals.

C. Licensee shall not in any way impede or interfere with the use of the Property by Licensor or Licensor’s employees, agents or contractors. Licensee shall not allow the use of any portion of the Property which, in Licensor’s sole but reasonable opinion, will result in interference with Licensor’s operations of, or which may cause a nuisance or interfere with, other uses upon adjacent property of Licensor.

D. All of Licensee’s employees and volunteers shall have the training, education and licensure required and customarily required for similar day care facilities. Licensee shall require that all employees, volunteers and others be subject to background checks, clearances and emergency and safety training applicable to working with children. All allegations or complaints of inappropriate conduct shall be rigorously investigated and acted on accordance with legal standards and best practices in the childcare profession. Any employee or volunteer who acts or who has acted inappropriately when interacting with children will be immediately dismissed. Licensor may, but has no duty to, require that any employee or volunteer be no longer granted access to the Property for any reason or no reason. Failure to comply with any request to remove an employee or volunteer shall be grounds for immediate termination of this License.

4. TERM

A. This License shall commence upon approval by the City Council and execution by both parties (“Commencement Date”) and remain in effect until June 30, 2020, thereafter it may be extended in writing by the City Manager for additional terms of one calendar month each not to extend past September 30, 2020. Any extension past September 30, 2020 shall require approval by the City Council at a duly held meeting.

5. MAINTENANCE OF LICENSEE’S FACILITIES

A. During the term of this License, Licensee shall, at its sole cost and expense, maintain the Property and the Facility in clean, good condition and repair, ordinary wear and tear excepted, and in compliance with all applicable laws, rules, ordinances, orders, and regulations of (i) federal, state, county and municipal governmental agencies having jurisdiction, and their respective departments, bureaus, and officials; and (ii) all insurance companies or risk pools insuring all or part of the Property, or the improvements thereon, or both. In particular Licensee shall strictly adhere to all laws, executive orders and other policies and regulations of any kind imposed in connection with the COVID-19 crisis. Failure to strictly and continuously comply with COVID-19 requirements shall be grounds for immediate termination of this License.

B. Licensor agrees to provide general landscape maintenance services to the property, at no cost to Licensee, during the term of this non-exclusive license agreement.

C. Licensee shall keep the Property free from all liens and stop notices or obligations incurred by or at the request of Licensee. If any lien or stop notice is filed against the Property as a result of the acts or omissions of Licensee, or Licensee’s employees, agents, or contractors, Licensee shall discharge, bond, or otherwise secure the same to Licensor’s reasonable satisfaction within 30 days after Licensee has notice that the lien or stop notice has been filed. If Licensee fails to commence steps to discharge, bond or secure any lien or stop notice within such 30 day period, then, in addition to any other right or remedy, Licensor may, at its election, upon 30 days’ prior written notice to Licensee, discharge the lien or stop notice by either paying the amount claimed to be due, or obtaining the discharge by deposit with a court or a title company, or by bonding. Licensee shall pay on demand any amount so paid by Licensor to discharge or satisfy any lien or stop notice, and all reasonable attorneys’ fees and other legal expenses of Licensor incurred in defending any action or in obtaining the discharge of such lien, together with all reasonable disbursements.

6. INTERFERENCE

A. Licensee shall not use the Property in any manner that materially interferes with the Licensor's use of the Property and/or nearby real property, or with lessees, invitees, and licensees of Licensor use of nearby properties.

B. Licensor shall in no way bear any liability or responsibility, financially or otherwise, for any damage, interruption, disruption, discontinuance or other interference with Licensee's use of the Licensee's Facility, or for any damage to or discontinuance of the use of the Facility, whatever the cause, or for any incidental or consequential monetary damages whatsoever.

7. REVOCATION OF LICENSE

A. Licensee acknowledges and agrees that this License is temporary and may be revoked by Licensor at any time for any reason or no reason. In the case of any revocation by Licensor, termination as provided herein, Licensee shall vacate the Property and remove all personal property within five (5) days of any such revocation, termination or expiration.

B. If all or any portion of the Property occupied by Licensee's Facility is temporarily required for Licensor's public purposes in Licensor's sole discretion, Licensee shall immediately vacate the Property.

C. This License is personal to Licensee and does not run with the land. If Licensee closes, terminates or otherwise transfers control of the entity or daycare operation associated with this License as of the Commencement Date to any other person or entity, this License shall terminate unless Licensor, in its sole discretion, first approves a written amendment of this License or a new License for the Property. Licensor is under no obligation whatsoever to transfer the License to any other Licensee.

D. Any violation of any term or condition of this License by Licensee or its agents, employees, contractors or invitees shall be deemed an event of default by Licensee and Licensor may terminate this License. If any such default is not completely cured by Licensee within three calendar days following the sending of written notice to Licensee from Licensor, this License shall terminate.

E. In the event of a termination, expiration, failure to renew, revocation or removal of the Facility for any reason, Licensee shall not be entitled to any relocation assistance payments under California Government Code Sections 7260 et seq. or under federal law (42 U.S.C.A. 4601 et seq.), or any severance or "good-will" damages, or damages or compensation of any nature or amount. Licensee agrees Licensee shall not file or pursue any claim for relocation assistance payments under these or similar statutes, or damages, or reimbursement of expenses of any kind.

8. INDEMNIFICATION

To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold Licensor, its officers, agents, employees and attorneys, harmless from and against any and all claims, actions, damages, liability and expense (including reasonable attorney's fees, costs and disbursements) in connection with this License including without limitation, loss of life, personal injury, or damage to property, attributable to or arising out of: (i) the Facility or equipment that Licensee maintains on the Property and Licensee's business; (ii) the acts or omissions of Licensee's employees, volunteers, customers, agents, guests, program participants or invitees; (iii) any occurrence in, upon or at the Property, to the extent caused by the unlawful, negligent, reckless or willful misconduct of Licensee, or its employees, volunteers, customers, program participants, invitees, agents, guests

or contractors; (iv) any occurrence occasioned by the violation of any law, regulation or ordinance by Licensee or its employees, volunteers, customers, program participants, invitees, agents, guests, or contractors; or (v) Licensee's default under this License. If any claim or action is filed that names Licensor, its agents, officers, employees, contractors, consultants or any of Licensor's indemnified parties as specified herein, Licensor shall, at its sole discretion, be entitled to choose counsel. The provisions of this Section 9 will survive the expiration or termination of this License with respect to any claim, damage, personal injury, or death that occurs before such expiration or termination.

9. INSURANCE REQUIREMENTS FOR LICENSEE

A. Licensee shall procure and maintain continuously throughout the duration of the License insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the Property. The cost of such insurance shall be borne by the Licensee.

B. Minimum Scope of Insurance.

1. Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- b. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance (for Licensees with employees).

C. Minimum Limits of Insurance

1. Licensee shall maintain limits no less than:

- a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be at least twice the required occurrence limit.
- b. Employer's Liability: At least \$1,000,000 per accident for bodily injury or disease.
- c. Property Insurance: Full replacement cost with no coinsurance penalty provision.

D. Deductibles

1. Any deductibles or self-insured retentions must be declared to and approved by the Licensor. At the option of the Licensor, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Licensor, its trustees, officers, employees and volunteers.

E. Other Insurance Provisions

- 1. The general liability policy is to contain, or be endorsed to contain, the following provisions:
  - a. The City of BEAUMONT, its officers, employees, agents, attorneys and volunteers are to be named as additional insureds with respect to liability arising out of ownership, maintenance or use of that part of the Property subject to this License. Additional Insured status shall be evidenced by

a Certificate of Insurance and appropriate endorsements of requested by City, copies of which are attached hereto as **Exhibit “C”**. Under no circumstance will Licensee enter the Property prior to the acceptance of the Certificate of Insurance attached hereto as **Exhibit “C”** by City.

b. The Licensee’s insurance coverage shall be primary insurance as respects the Licensor, its officers, employees, agents, attorneys and volunteers. Any insurance or self-insurance maintained by the Licensor shall be excess of the Licensee’s insurance and shall not contribute with it.

c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the Licensor. Prior to any such cancellation, Licensee shall procure new insurance at its sole expense, to prohibit any gap in coverage.

F. Acceptability of Insurers

1. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII.

G. Verification of Coverage

1. Licensee shall furnish the Licensor with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Licensor or on other than the Licensor’s forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Licensor before the Commencement Date. The Licensor reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

10. DEFAULT BY LICENSEE

The occurrence of any one or more of the following events constitutes an event of default and breach of this License by Licensee: (i) The abandonment (as defined by the BEAUMONT Municipal Code) of the use of the Property by Licensee; (ii) The failure by Licensee to make any payment required to be made by Licensee hereunder, as and when due, where that failure continues for a period of three (3) business days after written notice is sent by Licensor to Licensee; (iii) The failure by Licensee to observe or perform any of the covenants, conditions or provisions of this License to be observed or performed by the Licensee; (iv) the making by Licensee of any general assignment or general arrangement for the benefit of creditors; or unless prohibited by Bankruptcy Law or other paramount law, the filing by or against Licensee of a petition to have Licensee adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Licensee, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Licensee’s assets located at the Property or of Licensee’s interest in this License, where possession is not restored to Licensee within 30 days; or the attachment, execution or other judicial seizure of substantially all of Licensee’s assets located at the Property or of Licensee’s interest in this License, where that seizure is not discharged within thirty (30) days.

11. PROHIBITED USES

A. This License is granted only for the purpose of operating a day care center for essential workers only. Without affecting the foregoing sentence, the following activities are expressly prohibited on the Property:

1. Unlawful use or storage of any hazardous substance or hazardous chemical, as those terms are used in CERCLA [42 U.S.C. 9601 (14)] or SARA [42 U.S.C. 110211 (e)] or any similar federal or state law, or any pesticide, petroleum product, or fuel; except materials that are packaged and purchased for consumer use in containers not exceeding one gallon, or fuel in a vehicle fuel tank. Use of pesticides must be minimized and may be applied only by authorized personnel and in accordance with all applicable laws, regulations, and label instructions. All aerial applications are prohibited. Back-up generators, and the storage of fuel for those generators, shall only be allowed if specifically authorized in this License.

12. WAIVER

Failure on the part of either party to enforce any provision of this License may not be construed as a waiver of the right to compel enforcement of that provision, or any other provision.

13. LICENSOR’S CONSENT OR APPROVAL

Neither Licensor’s execution of this License nor any consent or approval given by Licensor under this License in its capacity as Licensor will waive, abridge, impair, or otherwise affect Licensor’s powers and duties as a governmental entity. Any requirements under this License that Licensee obtain consents or approvals of Licensor are in addition to and not in lieu of any requirements of law that Lessee obtain approvals or permits. However, Licensor will use its best efforts to coordinate its procedures for giving contractual and governmental approvals so that Licensee’s requests and applications are not unreasonably denied or delayed.

14. PARTIAL INVALIDITY

Any provision of this License that may be determined to be invalid, void, or illegal will in no way affect, impair or invalidate any other provisions of the License, and those other provisions will remain in full force and effect.

15. ENTIRE AGREEMENT

This License constitutes the entire agreement between the parties relating to its subject matter. There are no representations, agreements, or understandings, whether oral or written, between the parties relating to the subject matter of this License that are not fully expressed in this License. This License is deemed to be equally drafted by both parties.

16. MODIFICATION

A. Except as provided in paragraph B below, this License may be modified only by writing signed by both parties.

B. This License is subject to such changes or modifications as may be required by any state or federal regulatory agency in the exercise of its lawful jurisdiction.

17. GOVERNING LAW AND ATTORNEYS FEES

A. Any disputes regarding this License will be resolved according to the laws of the State of California. This License is entered into and to be performed in Riverside County, California and legal proceedings will be initiated in the courts of the County of Riverside, State of California, irrespective of any other possible jurisdictional venues.

B. The prevailing party in any action brought to enforce the terms of this License, or in any action arising out of this License, may recover from the other party the costs and attorney's fees incurred in that action.

18. NO ASSIGNMENT WITHOUT CONSENT

This Agreement is personal to Licensee. Except as provided herein, Licensee may not, without Licensor's prior written consent, which consent may be withheld in Licensor's sole and absolute discretion, assign or otherwise transfer this License or Licensee's interest in the Property or any part thereof. Licensor is under no obligation to approve any transfer or assignment of this License.

19. FURTHER DOCUMENTS

From and after the effective date of this License, each of the parties will promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged and delivered, all instruments or documents that may reasonably be requested by the other party to carry out the purpose and intent of this License.

20. AUTHORITY

Licensor and Licensee each represent that the persons executing this License on their behalf have full power and authority to execute this License, and that each entity executing this License is duly authorized to enter into this License.

21. EFFECTIVE DATE OF THE LICENSE

This License is effective as of May 6, 2020. Two (2) fully executed counterparts will be transmitted by the Licensor to the Licensee.

TO EFFECTUATE THIS LICENSE, the parties have caused this License Agreement to be executed by their duly authorized representatives as of the dates set forth below their respective signatures.

CITY:

CITY OF BEAUMONT

By:



Todd Parton, City Manager

Date:

5/10/2020

LICENSEE:

THE BOYS AND GIRLS CLUB OF SAN GORGONIO PASS

By:



Print Name: Amy Herr

Title: CEO

**EXHIBIT "A"**

Legal Description  
APN No. 408-100-022

LOT 44 OF TRACT MAP NUMBER 34862, AS SHOWN ON FILE IN BOOK 423, PAGES 94 THROUGH 107, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, CONTAINING 2.62 ACRES, MORE OR LESS.

**EXHIBIT "B"**



**EXHIBIT "C"**

Certificates of Insurance

**FIRST AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT**

THIS FIRST AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT ("Amendment") effective as of the date executed by both parties below is entered into by the CITY OF BEAUMONT, a municipal corporation ("Licensor"), and The Boys and Girls Club of the San Gorgonio Pass ("Licensee").

**RECITALS:**

- A. Licensor and Licensee entered into that certain Non-Exclusive License Agreement dated September 15, 2020.
- B. Licensor and Licensee wish to extend the term of the License as provided herein.

**NOW THEREFORE, THE PARTIES AGREE TO AMEND SECTION 4 OF THE LICENSE TO READ AS FOLLOWS:**

**4. TERM**

A. The term of the License shall begin on the Commencement Date and continue until September 30, 2020 subject to extension for additional period of one calendar month each not to extend past December 31<sup>st</sup>, 2020 provided that the extension is approved in writing by the City Manager and the Licensee. Any extension past December 31<sup>st</sup>, 2020 must be approved in advance by the City Council of the City of Beaumont acting at a duly held meeting.

The parties have caused this Amendment to be executed by their duly authorized representatives as of the dates set forth below their respective signatures.

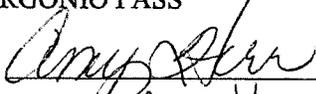
**LICENSOR:**

CITY OF BEAUMONT

By:   
Todd Parton, City Manager

**LICENSEE:**

THE BOYS AND GIRLS CLUB OF SAN GORGONIO PASS

By:   
Print Name: Amy Herr  
Title: CEO

**SECOND AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT**

THIS SECOND AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT (“Amendment”) effective as of the date executed by both parties below is entered into by the CITY OF BEAUMONT, a municipal corporation (“Licensor”), and The Boys and Girls Club of the San Gorgonio Pass (“Licensee”).

**RECITALS:**

A. Licensor and Licensee entered into that certain Non-Exclusive License Agreement dated \_\_\_\_\_, 2020.

B. Licensor and Licensee wish to extend the term of the License as provided herein.

**NOW THEREFORE, THE PARTIES AGREE TO AMEND SECTION 4 OF THE LICENSE TO READ AS FOLLOWS:**

**4. TERM**

A. The term of the License shall begin on the Commencement Date and continue until September 30, 2020 subject to extension for additional periods of one calendar month each not to extend past June 30, 2021 provided that the extension is approved in writing by the City Manager and the Licensee. Any extension past June 30, 2021 must be approved in advance by the City Council of the City of Beaumont acting at a duly held meeting.

The parties have caused this Amendment to be executed by their duly authorized representatives as of the dates set forth below their respective signatures.

**LICENSOR:**

CITY OF BEAUMONT

By: \_\_\_\_\_  
Todd Parton, City Manager

**LICENSEE:**

THE BOYS AND GIRLS CLUB OF SAN GORGONIO PASS

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Staff Report

**TO:** City Council

**FROM:** Elizabeth Gibbs, Community Services Director

**DATE:** December 15, 2020

**SUBJECT:** **Award of Contract for an Enhanced Wireless Deployment Solution at the Albert A. Chatigny, Sr. Community Recreation Center to ConvergeOne in an Amount Not-to-Exceed \$31,791.81**

### Background and Analysis:

On August 18, 2020, City Council directed staff to enhance the current wi-fi infrastructure at the Albert A. Chatigny, Sr. Community Recreation Center (CRC) and established a project budget of \$50,000.

In accordance with Beaumont Municipal Code Chapter 3.01.040, which requires an informal bidding procedure for maintenance work and other general service projects with cost estimates between \$45,000 and \$175,000, a request for bids was sent out on November 17, 2020, to four separate information technology companies. Additionally, a job walk was scheduled at the CRC. One bid was received on December 1, 2020, and was reviewed by staff and determined to be acceptable. ConvergeOne submitted a total bid amount of \$31,791.81 that included equipment purchase, installation, and professional services.

In addition to the equipment purchase, installation, and professional services provided by ConvergeOne, the data backbone to the facility needs to be upgraded. Frontier Communication will provide one gigabyte of data service and has quoted a monthly cost of \$324.99 with a one-time installation fee of \$95.

### Fiscal Impact:

The total project amount is estimated to be \$49,745.82. City Council's budgeted allocation of \$50,000 is adequate to cover the equipment purchase, installation, and professional services by Converge One, as well as provide fifty-one months of data from Frontier Communication.

**Recommended Action:**

Approve the award of contract for an enhanced wireless deployment solution at the Albert A. Chatigny, Sr. Community Recreation Center in the amount of \$31,791.81 with the authorization for the City Manager to approve any change orders up to \$3,179, and

Authorize the City Manager to execute the Agreement on behalf of the City.

**Attachments:**

- A. Professional Services Agreement
- B. Cost Analysis

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

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 16<sup>th</sup> day of December, 2020, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and ConvergeOne whose address is 5555 Ontario Mills Parkway, Ontario, CA 91764 (“CONTRACTOR”).

**RECITALS**

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

- A. CITY desires to engage CONTRACTOR to provide a wireless deployment solution for the Albert A. Chatigny, Sr. Community Recreation Center; 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: wireless deployment solution per Exhibit “A” and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Joseph Bowman 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 thirty-one thousand seven-hundred ninety-one dollars and eighty-one cents (\$31,791.81).

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 (15<sup>th</sup>) 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. Standard of Care; Performance of Employees. CONTRACTOR shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services. CONTRACTOR warrants that all employees

and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the applicable standard of care. Any employee of the CONTRACTOR or its subcontractor who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of a Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform Services in a manner acceptable to the City, shall be promptly removed from the Project by the CONTRACTOR and shall not be re assigned to perform any Services to City.

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 affect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

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

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

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

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

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

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

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

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

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

employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

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

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

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

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

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

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

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY.

CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

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

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement.

Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

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

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

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

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

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

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and

vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

during the term of this Agreement.

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

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

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

**CITY:**

**CONTRACTOR:**

CITY OF BEAUMONT

\_\_\_\_\_

By: \_\_\_\_\_  
Todd Parton, City Manager

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

**PROPOSAL**

**(insert behind this page)**

**EXHIBIT “B”**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS A**

**(insert behind this page)**

## CRC Wireless Project

Awarded Amount	<u>\$50,000</u>
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ConvergeOne

Wireless Access Points, 5-year Licensing*, etc.	\$ 16,382.87
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Professional Services (planning, data drops, configurations)	\$ 14,428.00
Shipping	\$ -
Tax	\$ 980.94
	<u>\$ 31,791.81</u>

Frontier

1 GB Data	\$ 324.99 per month
# of months	<u>51 months</u>
	\$ 16,574.49
Tax	\$ 1,284.52
One - time install	<u>\$95.00 max</u>

Total	<u>\$ 49,745.82</u>
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\*Note - Meraki Licensing is 5 years. Will need to renew after 5 years



## Staff Report

**TO:** City Council  
**FROM:** Jeff Mohlenkamp, Finance Director  
**DATE:** December 15, 2020  
**SUBJECT:** **Allocation of CFD Administrative Funds (One Time Allocation)/  
 Creation of Internal Service Funds**

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### Background and Analysis:

The City has accumulated a balance of Community Facility District Administrative funds in the amount of \$7.5 million as of June 30, 2020. City staff recommends allocation of approximately \$6.5 million of these funds to priority projects and to fund newly created internal service funds.

CFD Administrative Funds are collected from homeowners as an assessment to support City operations. These funds are required to be used to support City operations with the use of the funds restricted by the applicable CFD formation documents. City staff has reviewed the formation documents and consulted with legal counsel and recommend allocation of \$6,481,270 of the fund balance for certain one-time expenses to support ongoing operations as follows:

- \$3,500,000 to a Facility Maintenance/ Replacement Fund (newly created internal service fund),
- \$1,400,000 to a Vehicle Replacement Fund (newly created internal service fund)
- \$600,000 to an Equipment Replacement Fund (newly created internal service fund),
- \$800,000 to an Information Technology Equipment Replacement Fund (newly created internal service fund),
- \$150,000 for Information Technology security– business continuity package, and
- \$31,270 for Incode 10 Payroll/HR module and Fixed Asset Module.

## Creation of Internal Service Funds

City operations require the use of buildings, vehicles, equipment and information technology equipment/infrastructure. The amount of expenditures for these areas are not consistent and fluctuates from year to year. As a result, it is very difficult and not recommended to budget these costs through the normal operating budget.

Instead, the standard for municipal governments is to establish internal service funds to accumulate capital and address these periodic and sometimes large expenditures.

*For example*, a City building may require a new roof every 15 to 20 years. In order to plan for this replacement and gather the funds necessary for the repair when it becomes necessary, an internal service fund can be used to gather the resources necessary to cover the costs at the time it is required.

*For example*, the City will need to purchase vehicles and expensive equipment to replace existing inventory. Vehicles and equipment often have useful lives from 5 to 10 years. An internal service fund can be used to gather the resources necessary to purchase these items when the replacement is required.

The use of internal service funds provides for a smoothing of the costs over the useful life of the asset. This is a better budgeting process in that it does not require large allocations in one year and smaller allocation in other years. Instead, the estimate for repairs or replacement is calculated and allocations are made from the operating budget into internal service funds so that resources are available when required.

The process is essentially as follows:

1. Staff identify the costs associated with replacing assets or maintaining facilities,
2. The costs are spread over the useful life of the asset,
3. An annual contribution to the internal service fund is identified,
4. The use of assets by various departments is estimated,
5. Departments are charged their respective portions of the annual cost estimate as a transfer to the internal service fund, and
6. Replacement purchases or major maintenance is funded directly from the internal service fund rather than the individual department budgets.

Staff is initially recommending the creation of the following internal service funds:

- Facility Maintenance/Replacement Fund – this fund will be used to cover major maintenance and for replacement of City buildings and facilities,
- Vehicle Replacement Fund – this fund will be used to replace vehicles across City operations,
- Equipment Replacement Fund (non-IT) – this fund will be used to replace equipment used in City operations (mowers, street repair, etc.), and
- IT Equipment Replacement Fund – this fund will be used to replace infrastructure and equipment used to support City technology needs (servers, switches, data security, etc.).

Staff is further recommending the use of CFD Admin funds to provide an initial balance in the funds. This will allow for the City to immediately move to the use of these internal service funds beginning with the FY 2022 budget.

Another important value to the creation of internal service funds is that funds will be available to ensure facilities are maintained and equipment replaced during challenging financial years when allocations to the funds from the various departments may be reduced.

**Fiscal Impact:**

The transfer of funds from the CFD Admin Fund to internal service funds has no immediate fiscal impact. Instead, this action directly allocates these funds for future defined uses. Future expenses from the internal service funds will be taken to the City Council for consideration. Part of future budgeting processes will be the consideration of expenditures from the internal service funds and department operating allocations to the internal service fund.

Funding Information Technology security upgrades has an estimated cost of \$150,000. Upon approval, these funds will be transferred from the CFD Admin Fund to the Information Technology budget to support this one-time cost. Annual cost to support this upgrades data security/ business continuity package are estimated at \$25,000 annually. This project provides for significant improvements in scans for ransomware and other anomalies. It also provides for immutable backups that make the City far less vulnerable to attacks as data recovery and restoration will be seamless and more timely. Note: this allocation provides the funding to move forward with the contract preparation. The actual contract for these services will be subject to approval by the City Council when the contract is ready to be executed.

Funding to support the acquisition of the Incode 10 Payroll/HR module and Fixed Asset module is \$31,270. Upon approval, these funds will be transferred from the CFD Admin Fund to the Information Technology budget to support this one-time cost. This contract is included as a separate item on this City Council agenda.

**Recommended Action:**

Approve the creation of internal service funds as follows:

- Facility Maintenance/ Replacement Fund,
- Vehicle Replacement Fund,
- Equipment Replacement Fund, and
- Information Technology Equipment Replacement Fund.

Approve the transfer of funds from the CFD Admin Fund to internal service funds as follows:

- \$3,500,000 to the Facility Maintenance/ Replacement Fund,
- \$1,400,000 to the Vehicle Replacement Fund,
- \$600,000 to the Equipment Replacement Fund, and
- \$800,000 to the Information Technology Equipment Replacement Fund.

Approve the allocation of CFD Admin Funds to two information technology projects as follows:

- \$150,000 to fund data security/ business continuity, and
- \$31,270 to fund the one-time costs to acquire the Incode 10 payroll/HR module and the Fixed Asset module.

**Attachments:**

- A. GFOA Best Practices for Capital Assets



## BEST PRACTICES

## Capital Asset Management

Local, state and provincial governments should establish a system for assessing their capital assets and then appropriately plan and budget for any capital maintenance and replacement needs.

The term *capital assets* is used to describe assets that are used in operations and that have initial useful lives extending beyond a single reporting period. Capital assets include major government facilities, infrastructure, equipment and networks that enable the delivery of public sector services. The performance and continued use of these capital assets is essential to the health, safety, economic development and quality of life of those receiving services.

Budgetary pressures often impede capital program expenditures or investments for maintenance and replacement especially for governments that don't prepare a multi-year capital plan or properly consider the impact of capital projects on the operating budget. This lack of investment makes it increasingly difficult to sustain the asset in a condition necessary to provide expected service levels. Ultimately, deferring essential maintenance or asset replacement could reduce the organization's ability to provide services and could threaten public health, safety and overall quality of life. In addition, as the physical condition of the asset declines, deferring maintenance and/or replacement could increase long-term costs and liabilities. Government entities should therefore establish capital planning, budgeting and reporting practices to encourage adequate capital spending levels. A government's financial and multi-year capital plans should address the continuing investment necessary to properly maintain its capital assets. Such practices should include proactive steps to promote adequate investment in capital renewal and replacement and necessary expenditure levels for maintenance.

**GFOA recommends that local, state and provincial governments establish a system for assessing their capital assets and then appropriately plan and budget for any capital maintenance and replacement needs. This recommendation includes:**

1. Developing policies to guide capital asset management practices that are supported by both finance and operational/engineering expertise. These policies should require a complete inventory and periodic measurement of the physical condition and existence of all capital assets. The assessment should document the established methods of condition assessment for all types of capital assets. This physical condition inventory and measures used should be kept current, with facility condition ratings updated every one to three years. The frequency of physical condition rating and asset inventory updates may vary depending on several factors, including the capital asset age and type, likelihood of degradation, and ease at which assessments can be conducted. A qualified engineer should assist with the preparation of the plan as it relates to infrastructure or any other capital asset type that the governmental entity does not have qualified staff to assist.

This inventory should be linked in some manner with the government's capital assets schedule used by the accounting function such as by an capital asset tagging system. Many governments have installed "perpetual" inventory systems to maintain effective control over their tangible capital assets. Perpetual inventory systems are constantly updated to reflect additions and deletions of tangible capital assets, thus providing managers with direct access throughout the year to reliable information on current balances in tangible capital asset accounts. Such systems are needed to protect tangible capital assets from the danger of loss or misuse.

The department responsible for managing the capital assets should assist in determining the type of information to be tracked by capital asset type.

This inventory should contain essential information, including:

- Capital asset description

- Location
  - Physical dimensions (if needed)
  - "As-built" documents, or a link to where these are stored
  - Warranties, or a link to where these are stored
  - Condition rating
  - Maintenance history Replacement costs (if available)
  - Operating cost information (if needed)
  - Usage statistics
  - Date placed in service
  - Original value
  - Original Useful Life
  - Impairments
2. Establishing condition/functional performance standards to be maintained for each type of capital assets.
    - a. The condition measures and related standards:
      - i. Should be understandable and reliable
      - ii. May be dictated by mandated safety requirements, federal, state, or provincial funding requirements, or applicable engineering and other professional standards. These measures include state government-established standards, bridge sufficiency ratings, Pavement Quality Index (PQI) or Pavement Condition Index (PCI), Facility Condition Index (FCI), etc. Indirect measures such as water main breaks, sewage overflows, etc., are also available for certain capital asset types
      - iii. Should be used as a basis for multi-year capital planning and annual budget funding allocations for capital asset maintenance and replacement. Assets near high risk areas such as hospitals may require a higher standard of performance and require a higher frequency of condition assessment.
  3. Evaluating existing capital assets to determine if they still provide the most appropriate method to deliver services. Understanding how critical the capital asset is to the government, the likelihood and consequence of failure of that asset, and similar factors can help the government identify the true value of the asset to effective service delivery and ensure appropriate resource allocation for maintenance.
  4. Consider developing financial policies that identify and dedicate fees or other revenue sources to help maintain the expected service levels of capital assets.
  5. Allocating sufficient funds in the multi-year capital plan and annual operations budget for the condition assessment determination and reporting, preventative maintenance, repair, renewal and replacement of capital assets in order to continue the provision of services that contribute to public health, safety, and quality of life of the public.
    - Each government should establish an on-going source of funds in both the multi-year capital plan and operating budget for the maintenance and renewal and replacement needs of its capital assets consistent with this best practice. If the capital assets are part of the function of an enterprise fund, the rates, fees and charges may need to be adjusted to meet the funding requirements.
  6. Monitoring and communicating progress toward stated goals and the overall condition of its capital assets with appropriate controls to ensure the validity and accuracy of the information. This process should describe how actual condition and performance compares to the targeted standard for each asset type. For example, "Replacement cycle" can mean the number of years to replace/reconstruct an entire infrastructure network assuming an average annual level of replacement. Example: 500 miles of concrete surface streets in network/ 10 miles average annual miles of streets replaced equals a 50-year replacement cycle. This can be compared to the engineering estimate of the useful life of the average concrete surfaced street.
    - Governments should also review and report the actual operating impacts related to capital investments during project implementation and for a specified time period following project implementation. Governments should likewise monitor and report on the delivery of capital projects by establishing standards for planning, designing and constructing capital projects.
  7. At least once every three years, providing a "plain language" Report on Capital Assets to elected officials and made available to the ge

public that describes:

- Condition ratings jurisdiction-wide compared to established policy standards
- Condition ratings by geographical area, capital asset class, and other relevant factors
- Indirect condition data (e.g., water main breaks, sewer back-up complaints)
- Renewal and Replacement life cycle(s) by infrastructure type
- Funding sources for capital assets, including any restrictions that might be imposed on use and/or disposal
- Year-to-year changes in net value of assets
- Actual expenditures and performance data on maintenance and renewal and replacement compared to budgeted expenditures performance data (e.g., budgeted street miles, reconstructed compared to actual)
- Long-term trends extending over the prior four to six or more years. Year-to-year expenditure figures are less valuable due to general inflation rates and the changing supply and cost of construction contractors and contract bids over time.
- Other more "global" measures such as replacement cycle, 3 year-to-year comparisons of work completed (e.g., miles of sewers, water mains, street lights, etc., repaired/replaced), book value, etc., may also be used.

Notes:

Updated October, 2017

References:

- GFOA Best Practice, Multi-Year Capital Planning, 2015 revised.
- John Vogt, *Capital Budgeting and Finance: A Guide for Local Governments*, ICMA, 2004.
- Nicole Westerman, "Managing the Capital Planning Cycle: Best Practice Examples of Capital Program Management", *Government Finance Review*, 2004.
- GFOA Best Practice, Incorporating a Capital Project Budget in the Budget Process, 2007.
- GFOA Best Practice, Determining the Estimated Useful Lives of Capital Assets, 2007.
- GFOA Best Practice, Capital Project Monitoring and Reporting, 2007.
- GFOA Best Practice, Role of the Finance Officer in Capital Asset Management, 2016.
- GFOA Best Practice, The Impact of Capital Projects on the Operating Budget, 2015. AWWA, *Dawn of the Replacement Era: Reinvesting in Drinking Water Infrastructure*, 2001.



## Staff Report

**TO:** City Council  
**FROM:** Jeff Mohlenkamp, Finance Director  
**DATE:** December 15, 2020  
**SUBJECT:** Contract Amendment with Tyler Technologies

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### Background and Analysis:

The City has an existing contract with Tyler Technologies (Tyler) for primary accounting and budgeting software services. Currently all central accounting processes including the general ledger, accounts payable, budgeting and general accounting processes are operated using the Tyler Incode 10 software solution. The use of this system began under a contract dated May 5, 2016.

The City is now seeking to expand the use of the Tyler Incode 10 system to include the payroll/ human resources module and the fixed assets module. Currently, the City uses a third-party software to run payroll and has no automated human resources software solution. The addition of the payroll/HR module will provide for full integration of payroll activities into the core financials and provide more seamless budgeting options for payroll related activities. Furthermore, the addition of a human resources module will allow for improved abilities to track employee evaluations, training and to better centralize employee related data.

The integration of payroll information directly into the core financials will allow for improved abilities to provide budget scenarios and to more timely track payroll related activity.

The addition of the fixed asset module will allow the City to better track changes in infrastructure, facilities, vehicles and equipment as this module integrates directly into the audited financial statements. This module will also assist the City with compliance with GASB 87 that will require new reporting of lease activities.

Staff has contacted other California cities that use these modules and has received positive reports regarding the functionality and efficiencies.

**Fiscal Impact:**

The initial (one-time) cost to implement these modules is \$31,270. This includes the cost of the modules and Tyler staff time to support the implementation. The ongoing annual cost will be \$21,859. The annual maintenance costs will remain at this level until 2023, which is the term of the existing contract.

The annual costs will be offset by a savings from elimination of the current third-party payroll solution of approximately \$70,000 annually.

**Recommended Action:**

Approve the attached contract amendment with Tyler Technologies, including the one-time implementation costs of \$31,270 and ongoing annual maintenance costs of \$21,859.

**Attachments:**

- A. Amendment to Tyler Technologies contract to add Payroll/ Human Resources and Fixed Assets



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and City of Beaumont, California, with offices at 550 East 6<sup>th</sup> Street, Beaumont, California 92223 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated May 5, 2016 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
  - a. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$21,859.00, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.
  - b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
  
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
  
3. Except as expressly indicated in this Amendment, all other terms and conditions of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Beaumont, CA

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## **Exhibit 1 Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: Brandon Swanson  
 Quote Expiration: 3/2/2021  
 Quote Name: City of Beaumont-LGD- Personnel Management, Fixed Assets and Scanning Interface  
 Quote Number: 2019-98543  
 Quote Description: Personnel Management, Fixed Assets, and Scanning Interface

**Sales Quotation For**

Jeff Mohlenkamp  
 City of Beaumont  
 550 E 6th St  
 Beaumont , CA 92223-2253  
 Phone: +1 (951) 769-8520  
 Email: jmohlenkamp@beaumontca.gov

**Tyler Software and Related Services - SaaS**

Description	One Time Fees		Net Annual Fee
	Impl. Hours	Impl. Cost	
<b>Financial Management Suite</b>			
Fixed Assets	24	\$3,120	\$5,305
Fixed Asset Scanning Interface	4	\$520	\$1,993
<b>Personnel Management Suite</b>			
Payroll - Electronic Time Clock Interface	4	\$520	\$1,061
Personnel Management (Includes Position Budgeting)	132	\$17,160	\$13,500
Employee Self Service (Employee Portal)	32	\$4,160	\$0
	<i>Sub-Total:</i>	\$25,480	\$21,859
	<b>TOTAL:</b>	<b>196</b>	<b>\$25,480</b>

**Other Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	\$1,500	\$1,500	\$0
	<b>TOTAL:</b>		<b>\$1,500</b>	<b>\$0</b>

**Conversion Services**

Description	Hours	Unit Price	Programming Fee	Extended Price
<b>Personnel Management Suite</b>				
Personnel Management -Payroll Master	4	\$130	\$2,250	\$2,770
Personnel Management -Payroll History	4	\$130	\$1,000	\$1,520
	<b>Total:</b>			<b>\$4,290</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler SaaS	\$0	\$21,859
Total Tyler Services	\$31,270	\$0
Total Third Party Hardware, Software and Services	\$0	\$0

2019-98543 -Personnel Management, Fixed Assets, and Scanning Interface

**CONFIDENTIAL**

**Summary**  
**Summary Total**  
**Contract Total**

**One Time Fees**  
**\$31,270**  
**\$53,129**

**Recurring Fees**  
**\$21,859**

*Item 14.*

**Comments**

- Incode 10  
FTE- 153

FA Scanning Software and Hardware: Gary Briggs  
President  
BMI Systems Group  
(480) 731-3127 #200  
(800) 264-9949 #200  
M - 480-560-3630  
F - 480-731-3129  
www.bmisys.com

Personnel Management/Payroll conversions include employee master information. This includes master record, addresses, contact and dependent information, state and federal tax setup, direct deposit information, as well as state specific retirement. Additional fee for historical views.



## Staff Report

**TO:** City Council

**FROM:** Jeff Hart, Public Works Director

**DATE:** December 15, 2020

**SUBJECT:** **Award a Professional Services Agreement to EXP U.S. Services, Inc. for Professional Engineering Services for the Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019) in an Amount Not to Exceed \$442,214**

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### Background and Analysis:

On March 17, 2020, City Council amended the FY19/20 Capital Improvement Project (CIP) Budget to include the Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (Stage 1). Stage 1 was incorporated into the CIP in the amount of \$5,000,000 with the source of funds being the Riverside County Flood Control and Water Conservation District (District) via a cooperative funding agreement. On September 1, 2020, City Council approved the cooperative agreement and on September 22, 2020, the District fully executed the agreement.

Stage 1 includes the construction of approximately 4,820 lineal feet of underground storm drain system to be located within Sixth Street, Pennsylvania Avenue, and First Street. Stage 1 will begin near the intersection of Chestnut Avenue and Sixth Street and extend easterly along Sixth Street, southerly along Pennsylvania Avenue, and easterly along First Street (see Figure 1).

In addition to the construction of Stage 1, several catch basins, inlets, connector pipes, and lateral storm drains that are thirty-six inches (36") or less in diameter will need to be constructed to adequately collect and convey local flows within the City's jurisdiction or rights of way. These items are considered appurtenances to Stage 1.

Ultimately, the District will own, operate, and maintain the Stage 1 facilities, and the City will own, operate, and maintain the appurtenances.

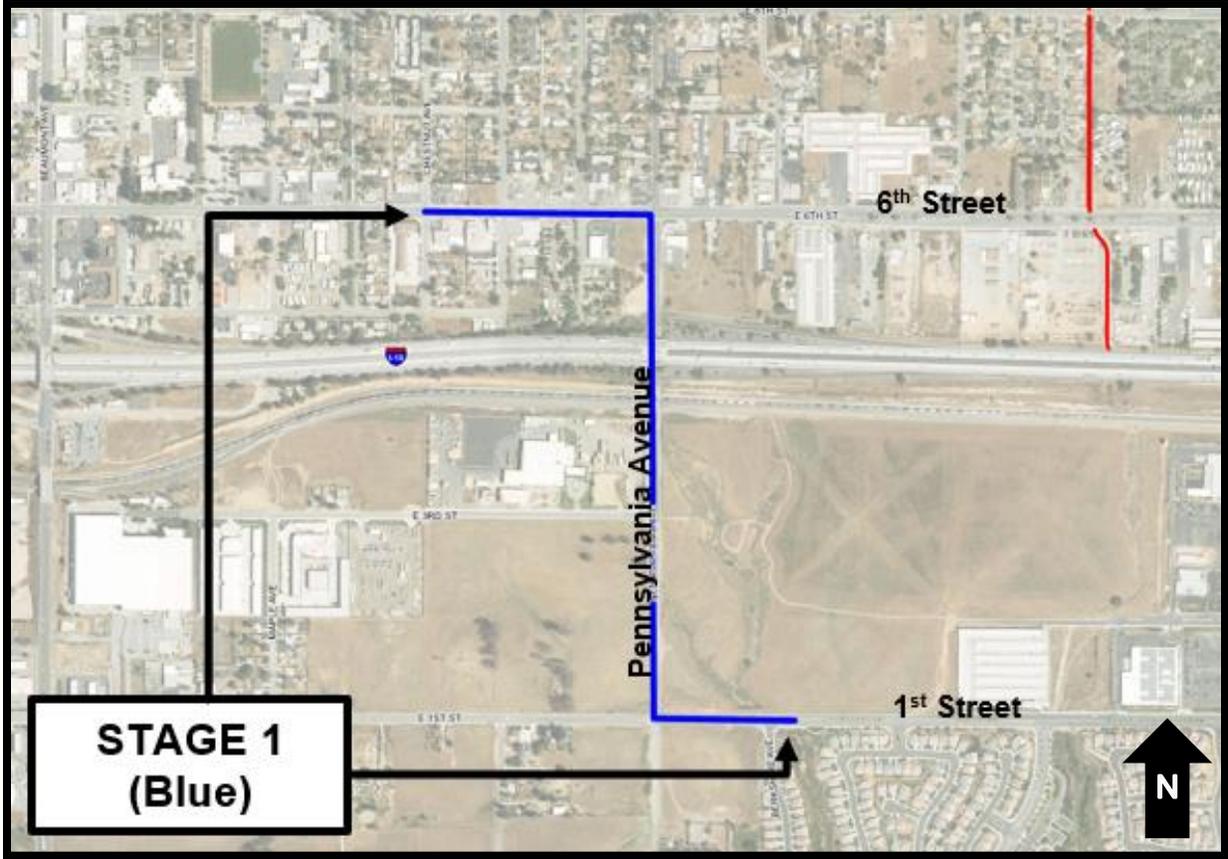


Figure 1: Beaumont MDP Line 2 Stage 1

Stage 1 was advertised on May 4, 2020; four (4) bids were received and opened on June 1, 2020. The bids were evaluated based on several categories identified in the bid package and the top three (3) firms were invited to participate in an oral interview. Oral interviews occurred on September 8 and 9, 2020.

Notable delays: There were two issues that developed during the selection process that prevented a timely award. The first issue was the execution of the cooperative funding agreement. Prior to bidding Stage 1, the District and City staff developed the framework for the agreement; however, there were delays in scheduling the agreement for consideration by the Riverside County Board of Supervisors. To prevent the City from being financially accountable, City staff delayed the award until the cooperative funding agreement was approved by the Board and executed.

The second issue was identified during the oral interview stage. All three firms requested clarification on the downstream connection. The District and City staff agreed that the issue should be investigated and clarified to offer each firm an equal and competitive bidding opportunity. On October 28, 2020, City staff provided a clarification

letter to the three firms. On November 9, 2020, the City received an updated scope and cost proposal from the three firms.

The firms were ranked based on a combined score from the bid evaluation and oral interview evaluation. The District participated in both the bid evaluation and the oral interview evaluation. Below is a summary of the bids received and their ranking.

Rank	Firm
1	EXP U.S. Services, Inc. (EXP)
2	Albert A. Webb Associates (WEBB)
3	Engineering Resources of Southern California, Inc. (ERSC)
*	Aguilar Consulting, Inc. (ACI)

\* Did not participate in the oral interviews

City staff has determined that EXP U.S. Services, Inc. has demonstrated competence and has the professional qualifications necessary for the satisfactory performance of the services required, and at a fair and reasonable cost to the City.

**Fiscal Impact:**

The cost associated with preparing this staff report is \$1,780. The District has allocated \$5 million for this project which is based on 100% of the total project cost, including design, design administration, contract administration, construction, construction administration, and contingencies.

**Recommended Action:**

Award a Professional Services Agreement to EXP U.S. Services, Inc. for Professional Engineering Services for the Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019) in an Amount Not to Exceed \$442,214.

**Attachments:**

- A. Professional Services Agreement – EXP U.S. Services, Inc
- B. Planholder’s List

## AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and EXP U.S. Services, Inc. whose address is 451 E. Vanderbilt Way, Suite 375, San Bernardino, CA 92408 (“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 Professional Engineering Services for Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019); 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 two (2) years unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Professional Engineering Services for Beaumont Master Drainage Plan (MDP) Line 2, Stage 1 Project (CIP2019-019) per Exhibit “A” and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Khalil Saba 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 four hundred forty-two thousand two hundred fourteen dollars (\$442,214).

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

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

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

5. Obligations of CONTRACTOR.

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

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

Services under this Agreement.

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

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

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

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

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

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

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

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

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA.

Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit “B”** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

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

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

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

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

## 7. General Conditions pertaining to Insurance Coverage

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

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

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of “A:VII”). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except

after thirty (30) days' prior written notice has been given to CITY.

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

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

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

## 8. Indemnification.

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

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

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

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that

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

## 12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

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

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

## 13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

**CITY:**

CITY OF BEAUMONT

By: \_\_\_\_\_  
Mike Lara, Mayor

**CONTRACTOR:**

EXP U.S. Services, Inc.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

**PROPOSAL**

**(insert behind this page)**

**EXHIBIT "B"**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS A**

**(insert behind this page)**



# Beaumont Master Drainage Plan Line 2, Stage 1

Professional Engineering Services

Request for Proposal

City of Beaumont

June 1, 2020 at 12:00PM

TECHNICAL PROPOSAL

submitted by

EXP U.S. Services, Inc.

451 East Vanderbilt Way, Suite 375 | San Bernardino, CA 92408 USA

t: 909.239.6249 | exp



# Riverside County Flood Control and Water Conservation District

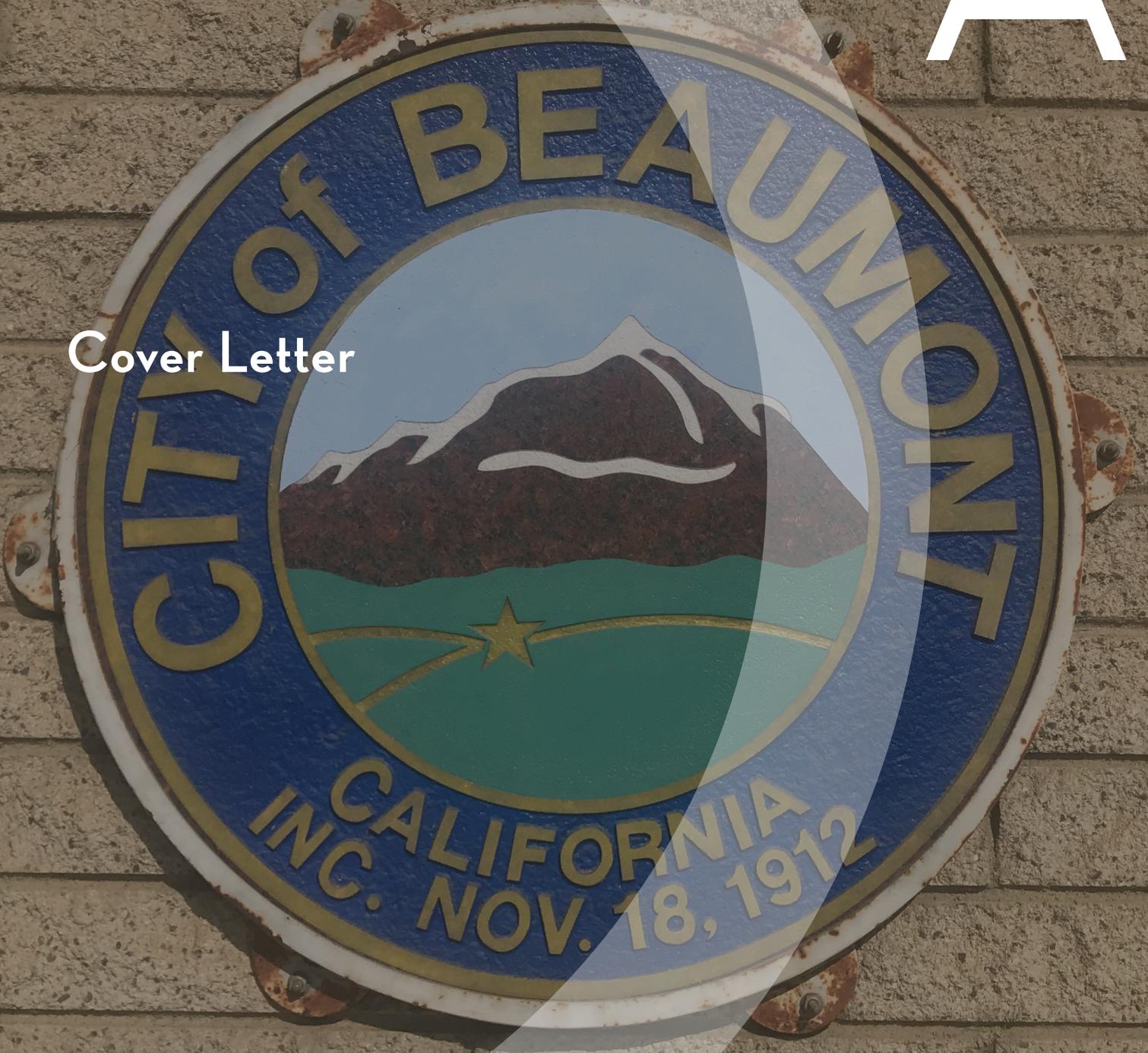
## 1995 Market Street

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Cover Letter



June 1, 2020

### City of Beaumont

**Attn:** Jeff Hart, Public Works Director / City Engineer  
Public Works Department  
550 E. 6th Street  
Beaumont, CA 92223

**re:** Request for Proposal for Professional Engineering Services for Beaumont Master Drainage Plan Line 2, Stage 1

Dear Mr. Hart,

EXP U.S. Services Inc. (EXP) is pleased to submit our proposal to the City of Beaumont (City) to perform environmental, right of way/utility services, drainage report, geotechnical report and final engineering including preparation of plans, specifications and estimate.

EXP has assembled a strong and locally experienced team of professionals **led by our seasoned Project Manager, Portia Gonzalez, PE. Portia has served as a Project Manager on multiple large and small drainage projects.** Her proactive management approach, communication and problem-solving skills and ability to build consensus makes Portia the perfect candidate to lead this project. Portia worked in the Design Section of Riverside County Flood Control and Water Conservation District (RCFC + WCD as an Associate Engineer) and possesses strong technical and leadership skills and has a proven track record of successfully delivering many drainage projects in her 29-year career.

EXP recognizes that the City is seeking the services of a well-qualified consultant to perform the Environmental and Final Design of the Beaumont MDP Line 2, Stage 1 Project. The EXP team consists of experts from various disciplines and is uniquely qualified to develop the most cost-effective design and implementation strategies for the project. Our highly qualified team has the ability to deliver of the project twelve (12) months following the Notice to Proceed. We are prepared to deliver the construction bid package by before August 2021 prior to the start of the rainy season.

### Our Commitment to You

EXP commits that our Project Manager and every member of our team will embrace the following principles throughout the development and delivery of this project:

- 1. Collaborate** | EXP will work closely and collaboratively with the City and all stakeholders in a true team environment, to identify and resolve issues, to communicate effectively, to achieve consensus and to ultimately deliver a successful project to the satisfaction of the City and the stakeholders.
- 2. Deliver Quality Work** | EXP will prepare and strictly implement a rigorous project Quality Plan and procedures to ensure that every deliverable is thoroughly reviewed and checked prior to final submittal for approval.
- 3. COVID-19 Protocol** | EXP has taken the necessary precautions to ensure the safety and well-being of our employees during these unprecedented times. EXP has developed and educated our staff on infection control protocols designed to minimize and eliminate the risk of infection for employees and those who they interact with. We also require that our sub-consultants provide EXP with their company guidelines for dealing with COVID-19 as a part of this proposal preparation.

The EXP team  
commits to  
delivering  
the project  
in 12 months  
following NTP.

### Technical Expertise

As a multidisciplinary firm, EXP has vast depth of in-house technical expertise that includes drainage design, bridge and structure design, roadway design, civil engineering, traffic engineering and construction management. As the consultant of choice, EXP fully understands that it is responsible for identifying the right solution that will address the various challenges of this project. It is this commitment to excellence that separates EXP from its competitors.

### Depth of Resources

The project will be managed and delivered out of the EXP office located at 451 E. Vanderbilt Way, Suite 375, San Bernardino, CA 92408. Additional staff support will be provided by EXP's offices in Glendale and San Diego.

### Summary of Work by EXP Team Members

Name of Firm	Description of Work	Estimated Work %	Contact Person	Contact Information
EXP U.S. Services, Inc.	Project Management; Roadway, Traffic + Drainage Design	60%	Portia Gonzalez, PE	t: 949.257.5340 e: portia.gonzalez@exp.com
DEA	Topographic Mapping + Survey	8%	Robert Vasquez, PLS	t: 909.781.1064 e: rdv@deainc.com
Epic Land Solutions Inc.	Right-of-Way Data + Utility Coordination	10%	Curtis Bibolet, SR/WA	t: 951.801.5402 e: cbibolet@epicland.com
ICF	Environmental	17%	Monica Corpuz, RPA	t: 805.279.9284 e: monica.corpuz@icf.com
Geocon	Geotechnical Engineering	5%	Lisa Battiato, CEG, APM, LEED APT	t: 951.304.2300 e: battiato@geoconinc.com

### Business Entity

EXP is a private corporation with over 90 offices in North America, including 25+ offices across the United States. In California, EXP has offices in the cities of San Bernardino, San Diego, Glendale and San Francisco.

### Contract Signatories

EXP's signature on this letter attests that all information submitted in this proposal is true and correct. It is also confirmed that the individual signing this letter on behalf of EXP is authorized to bind to the terms of the RFP pursuant to the California Corporation Code Section 313.

EXP's team is fully committed to providing the services outlined in the RFP. We are enthusiastic about being short listed by the City. If you have any questions regarding the RFP, please contact **Portia Gonzalez, PE**, Project Manager at **949.257.5340** or by e-mail at **portia.gonzalez@exp.com**.

Respectfully Submitted,



#### Khalil Saba, PE

Vice President, Transportation Sector, Southern California  
t: 909.751.3253 | m: 909.228..2821 | e: khalil.saba@exp.com

# B

## Introduction / Information

# Why Us?

## We are Local

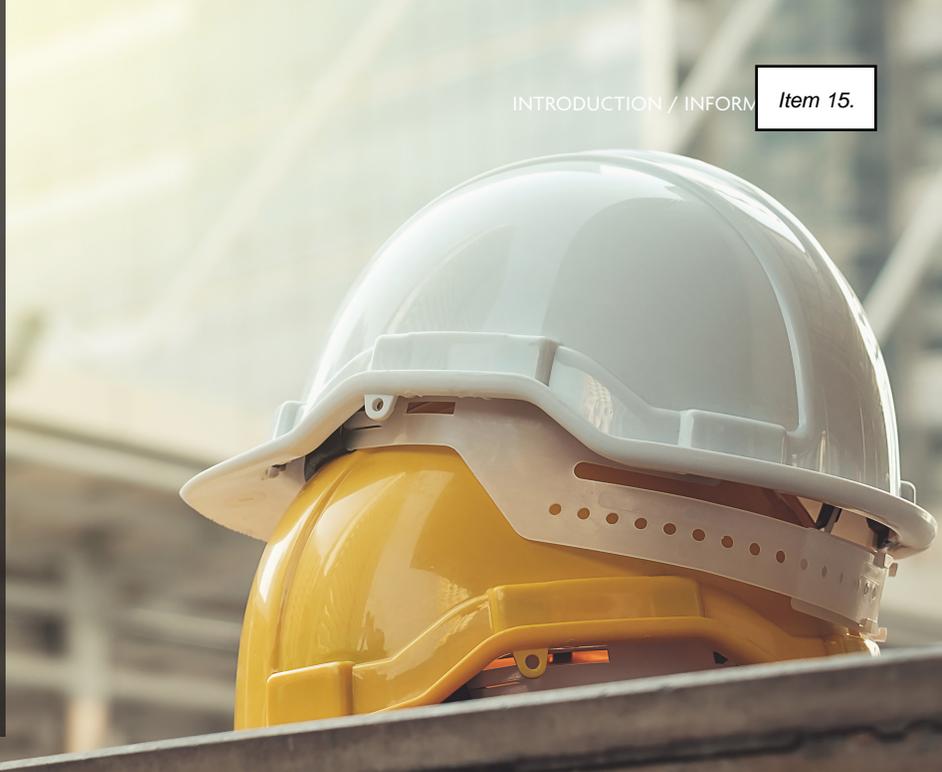
- ✓ Local Experience
- ✓ Local Team Member Firms
- ✓ RCFC + WCD Project Experience

## We are Responsive

- ✓ Innovative Solutions
- ✓ Adaptable Plan to Deliver the Project Earlier and Accelerate the Project

## We are Knowledgeable

- ✓ Highly Technical Project Manager
- ✓ Region Storm Drain Experts



## Introduction / Information

### Firm Information

EXP U.S. Services, Inc. will be the Prime consultant for this project. EXP will be providing Project Management, Storm Drain Improvement Plans, Hydrology and Hydraulic Analysis, Roadway, Traffic Coordination and Structures Design.

### Mailing Address

451 East Vanderbilt Way, Suite 375, San Bernardino, CA 92408

### Contact Individual

Portia Gonzalez, PE, Project Manager | t: 949.257.5340 | e: portia.gonzalez@exp.com

### Participating Firms + Proposed Sub-consultants

Name of Firm	Role	RCFC + WCD Consultant	Previous EXP Experience
 DAVID EVANS AND ASSOCIATES INC.	Topographic Survey + Mapping	Yes	Yes
	Environmental	Yes	Yes
	Right-of-Way + Utilities	Yes	Yes
	Geotechnical Engineering	Yes	No

## Project Understanding

The design of this major storm drain trunk line is Stage 1 of the Beaumont Master Drainage Plan (MDP) Line 2 in the City of Beaumont. The upstream project limit is at Chestnut Avenue and 6<sup>th</sup> Street and the downstream project limit will tie into an existing culvert at 1<sup>st</sup> Street as shown in **Exhibit A**.



**Exhibit A - Aerial Limits**

The storm drain will be designed to convey the 10-year storm event consistent with the 1983 City of Beaumont Master Drainage Plan. The MDP report indicates that pipe systems and channels are generally designed for the 10- and 100-year storm event. The RFP mentioned that the planned open channel portion of MDP Line 2 – Stage 1 south of UPRR will now be replaced with a storm drain that will tie-in to an existing culvert at 1<sup>st</sup> Street.

The storm drain will have to accommodate several existing and future systems in the Line 2 watershed. These include the future upstream storm drain extension for Line 2, the Pennsylvania Avenue Improvement project and the Caltrans ramp project catchbasins and laterals, the existing Caltrans and UPRR culverts and the planned grade separation project for Pennsylvania Avenue and UPRR. The EXP Team will provide the services described in detail in **Section H – Scope of Services** and deliver a high-quality construction package. Based on our understanding of the project, the services required to complete the PS&E are survey and mapping, environmental compliance, geotechnical, utilities, right-of-way, hydrology and hydraulics, storm drain and roadway plans, structures, traffic control, specifications and engineers estimate.

## Objectives of Scope of Services

To successfully complete the Scope of Services for this project, EXP's goals and objectives are:

- **Efficiency:** In these trying times of COVID-19, where it continues to evolve, and majority of our proposed team members are working remotely, Portia will actively prioritize the safety of her team and maintain high productivity to meet the project schedule. She will ensure that EXP staff and sub-consultants are equipped to complete their work efficiently and safely including all the tools necessary to collaborate, communicate and deliver the work.
- **Expeditious:** The Pennsylvania Ave. Widening project is nearing completion. EXP will deliver the Line 2 – Stage 1 construction package in 12 months in order to not delay the construction of the widening project any further. Our proposed schedule is shown in **Section K**.
- **Excellence:** We will ensure the quality of work meets City standards on all deliverables. Our QA/QC Manager, Ju Kim, will hold every team member to a higher standard of work but also allow room for creativity and innovation.
- **Engage:** Stakeholders can make or break a project. That is why we will effectively manage our relationship with project's stakeholders. We will identify all stakeholders and their roles, listen to their concerns, build on their trust and continue to communicate and allow for transparency. Stakeholders and third party agencies include the RCFC, Caltrans, UPRR, and utility companies.
- **Expertise:** The most experienced and knowledgeable team members were specially selected by our Project Manager, Portia Gonzalez. She has, in the past, collaborated with all the proposed leads who are subject matter experts in their field. As the PM, Portia is regarded a highly technical and an expert in the field of drainage, water resources, and storm water. She has worked in the Design section at RCFC + WCD for five years which gives her in-depth knowledge of all the requirements of the District.
- **Execute:** Our innovative execution plan is deadline driven, using early action plans to jump-start our initial work. This plan, combined with a dedicated lead for each discipline, which enables acceleration of critical elements and targets key issues and cost implications to drive the preliminary alignment decision-making process.

City of  
Beaumont

C

adsled.com

Firm's Approach



“  
As the Project  
Manager, Portia is  
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stormwater.”

## Firm's Approach

Over the past few weeks, the EXP Team have been brainstorming to identify keys to a successful delivery of the Beaumont MDP Line 2 – Stage 1 - incorporating a common theme throughout: *Get to construction as soon as possible and maintain design and construction compatibility with other on-going projects*. Our unmatched understanding of key issues are the main reasons EXP is best equipped to successfully meet the defined goals to project success.

We have identified below project specific keys to successfully deliver the project in approximately **12 months**.

- ✓ Combine the Pennsylvania Avenue Improvement Project with MDP Line 2 - Stage 1 as one construction package for cost-savings to the City;
- ✓ Review the alignment and hydrology study with the City of Beaumont and RCFC + WCD within the first week after notice to proceed and implement design refinements to avoid unnecessary potential delays;
- ✓ Provide a design that meets the current needs for the City of Beaumont and RCFC + WCD but remain flexible to stay within the construction budget and control scope creep;
- ✓ Provide a design that remain within the right of way to reduce potential project delays due to right of way takes;
- ✓ Develop an effective coordination strategy for RCFC + WCD, utility owners, and business owners to move the project forward without delays;
- ✓ Provide a safe design, efficient work site, and maintain traffic flow during construction; and
- ✓ Maintain a proactive means of tracking schedule and deliverables by keeping the team regularly informed of schedule and deliverable expectations of EXP and their sub-consultants to efficiently allocate resources.

### Project Management

As Project Manager, Portia will employ her local knowledge and extensive experience in drainage and water quality projects. As the consultants for the project, EXP understands that it has the ultimate responsibility and obligation to proactively coordinate with the City to identify risk and develop practical solutions. Additionally, to expedite reviews and the overall delivery of the project, we will take full responsibility for each deliverable and ensure that the work of the EXP team is done right the first time. We will not make incomplete or substandard technical submittals, and we will make sure that all comments are adequately addressed.

We will propose solutions to the issues that may arise and keep the lines of communication open with the City staff. To accomplish this, Portia will prepare a Project Management Plan (PMP) as a tool to be used in managing the project and the EXP team. The plan will include the project scope, schedule, communication plan, project control processes, invoicing procedures, deliverable matrix, and organization. The PMP will be distributed to the project team for their use as well as to the City for review and approval as it will be the road map for executing the project.

## Quality

The management at EXP and the sub-consultants recognize that there is a direct correlation between quality and the successful delivery of a project on schedule. For the City's MDP Line 2 - Stage 1, the City will review our deliverables. We know based on our experience that submitting low quality deliverables to any city triggers additional and multiple rounds of reviews and could potentially jeopardize the schedule. Therefore, one of our very first tasks will be the preparation of a tailored Quality Management Plan (QMP) that demonstrates our commitment to the City to facilitate an effective and efficient process for the development, review, and approval of all project contract documents. The QMP will promote uniformity in our Quality Review Process and emphasize the standards under which our team is expected to execute throughout the duration of the project.

As Project Manager, Portia will work closely with Ju Kim, the Quality Assurance and Quality Control (QA/QC) Lead, who will be responsible for implementing and maintaining the QMP which will outline quality and document control requirements and define the timing and procedures for technical peer reviews, draft plan and document checks, and technical editing of written documentation.

As the prime consultant, EXP will require the same standard of care and quality review procedures from the sub-consultants.

## Communication Plan

EXP recognizes that the role and participation of our sub-consultants, the City, and stakeholders will be critical to the success of MDP Line 2 – Stage 1. Our Project Manager, Portia Gonzalez, will maintain regular communications with the Team to ensure they have all necessary information and all obligations are being met. The regular technical meetings will include sub-consultant leads and the City to share ideas and discuss issues, keeping everyone fully aware and engaged in the project. Regular management meetings will include sub-consultant leads to discuss budget, scope and schedule, keeping them fully aware and engaged in the contract.

In this way, all team partners are aware of their individual roles, as well as the overall team performance as it relates to each individually and collectively.

## Budget Management

Based on our past experience, we strongly believe that the process of controlling budgets starts in the early phases of the project and specifically when the scope of services is defined. The process then continues with close monitoring of progress, and with superior management skills to address any issues in the project development process that could impact cost. To us cost is not an afterthought but an integral part of the project development process. Also based on our experience in delivering projects, we believe that building consensus early and on an ongoing basis is key to managing project budgets and schedules. Consensus enables us to proceed with support from all stakeholders and reduces/eliminates the need for us to do costly rework.

## Ability to Meet Schedule

EXP prepared a project schedule to complete the tasks listed in the Scope of Services section to support the MDP Line 2 - Stage 1. We are confident that we will meet the milestones provided in our proposed schedule shown on **Section K - Additional Information**.

## Utilities Research is key to early conflict detection

The goal of Epic's Right of Way Utility Support is to determine who has prior rights and identify difficult potential moves and time frames. Epic will start early utility identification and the coordination, communication and continued involvement with the design engineers and utility companies immediately upon receiving Notice to Proceed. Epic's utility coordinator will approach all utility companies early in the coordination process to clarify changes the project is proposing to change to the existing right of way. This will be important in assessing any utility impacts and indirect impacts to properties during the temporary or permanent relocation conditions. Meeting early with the utility companies will allow the team to be able to possible avoid a costly relocation, discuss potential conflicts and potential utility relocation. This will allow the early determination of liability and which utilities will be moved to a proposed new utility easement. Through years of utility experience, Epic has developed utility working procedures that assist with difficulty relocations. Epic engages, coordinates, and follows through. Utilities within the project area include: ATT – Transmission; ATT – Distribution; Beaumont – Cherry

Valley Water District; City of Beaumont; Frontier; MCI (Verizon Business); Southern California Gas – Distribution; Southern California Gas – Transmission; Southern California Edison – Distribution; Southern California Edison – Telecommunication; Southern California Edison – Transmission and Spectrum.

### **Regulatory Compliance + Environmental Clearance** can be completed in 9 months.

Our main goal is to reduce costs by expediting the environmental process and approval of the CEQA environmental document. Based on the proposed improvements, the Project's CEQA document is expected to be a CEQA Categorical Exemption, 15303, Class 3: New Construction or Conversion of Small Structures, subsection (d), Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction, which includes small flood control facilities. Upon receipt of the notice to proceed, the team will work closely to ensure that a comprehensive direct impact area is developed, including water quality best management practice (BMP) locations, potential utility relocations, and staging areas, as appropriate. Establishing the direct impact area up front will ensure that all areas that are required by the project are covered within the environmental analyses so that no rework or revisions are needed later in the project development process. This approach keeps the project on track and reduces the potential for schedule delays, which could occur if these items are not comprehensively addressed up front. One of the biggest biological challenges for the project is focused survey scheduling for biological resources. Focused surveys must be carefully planned within the project schedule with survey windows anticipated for March 15 through August 31 for burrowing owl and spring for narrow endemic plants. ICF will work closely with the team to work the survey schedule into the overall project delivery schedule.

The proposed project occurs within the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) area and must comply with the various MSHCP requirements and policies. Following NTP, ICF will conduct a literature and database review and site reconnaissance to evaluate the potential suitability of the project for special-status species within the regulatory context of the MSHCP. Based on initial review, the project is not within a Criteria Area (i.e., a Criteria Cell), Public Quasi-Public lands (PQP), or

amphibian, mammal, or Criteria Area Species survey area. It is within a narrow endemic plant survey area and burrowing owl survey area. As part of the literature and database review, we will research aquatic resources and determine potential agency jurisdiction. The assessment will confirm the applicable MSHCP policies and potential jurisdictional aquatic resources.

Based on the information obtained in a literature and database search, biological habitat assessments, and applicable focused surveys (burrowing owl and narrow endemic plants) will be completed. ICF will use preliminary design to complete an impact analysis for impacts on regulated biological resources. The methods and results will be included in a Biological Technical Memorandum to support the CEQA analysis. Knowing the specific environmental issues for the project will result in expedited delivery. It is anticipated that the Draft CEQA process, including preparation of the technical memoranda and filing of the Notice of Exemption (NOE), would be completed within 9 months from issuance of NTP. ICF's previous and current work within the general area of the Project avails our team knowledge of existing biological resources. To the greatest extent feasible, the EXP team will utilize previously prepared environmental studies within the vicinity of the area to reduce cost and expedite the preparation of the studies.

### **Geotechnical Investigation** will set the stage for constructability of the project.

The proposed storm drain alignment is within the roadway where drilling can be done by closing off a portion of the roadway and directing traffic around the drilling operations. No road closures or flag persons to control traffic appear to be necessary. One of the borings will be performed within Caltrans right of way near I-10 Freeway on Pennsylvania Avenue. This will require a Caltrans encroachment permit for the boring. Boring locations will be planned so no borings are located within UPRR property. It is assumed all other borings can be performed under the City of Beaumont encroachment permit.

Based on our experience in the Beaumont/Banning area, it is expected to encounter some surficial fill soils overlying younger and older alluvium. San Timteo formation may be encountered along the southern portion of the alignment. The San Timeteo formation is a terrestrial sandstone which typically consists of layers of silty sandstone, gravelly sandstone, and cobble conglomerate layers with

occasional thin silt/clay layers. It could pose a trench stability challenge if the beds dip into the trench. It usually does not pose an excavation problem. It is expected that groundwater is more than 50 feet deep along the alignment. However, if groundwater is encountered, Geocon can provide a pump test to provide data to the contractor for a dewatering plan during construction. Geocon will excavate ten geotechnical to depths of 35 to 55 feet, or 15 feet below invert elevation, whichever is deeper. Traffic control will be employed during field work. Each boring will be capped with cold patch asphalt. The City will be notified in the event groundwater is encountered and arrange for environmental laboratory testing and pump testing. The geotechnical laboratory testing is expected to include direct shear, maximum density/optimum moisture, in-situ moisture and density, corrosion screening, and R-value. The geotechnical report will include geotechnical information for project design and shoring design; corrosion screening test results, and conclusions and recommendations for design and construction of the storm drain.

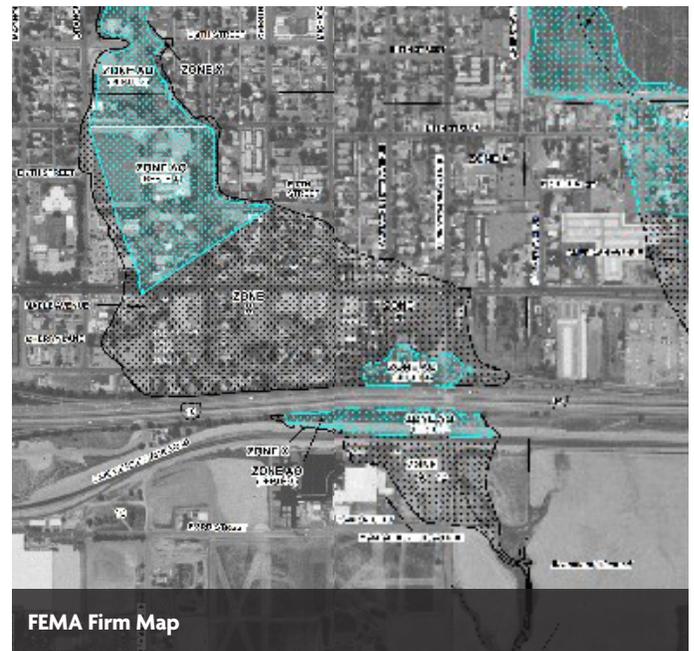
**Hydrology + Hydraulic Analysis** require experienced drainage engineers that have worked with RCFC + WCD.

EXP will perform the hydrology and hydraulic analysis to ensure all the flows are accurately captured within the Line 2 – Stage 1 watershed. The of basis of design, as indicated in the RFP, is the 1983 Beaumont MPD hydrology study. We reviewed the study in detail and have concluded that an update is in order. For example, the MDP hydrology study indicated that the open channel segment of Line 2 – Segment 1 will be designed for the 100-year storm event while storm drains will be a 10-year storm event. In addition, the updated hydrology would incorporate other projects such as the extension of 2nd Street to Pennsylvania Avenue, the UPRR grade separation and any other land use changes in the watershed. We will update the hydrology study parameters in the Rational Method equation to include the precipitation data in NOAA Atlas 14. Presence of more rain gages in streams now provide accurate precipitation data than it was in 1983.

**We reviewed the study in detail and have concluded that an update to the MDP Line 2 - Stage 1 hydrology is in order.**

**FEMA Firm Map**

The project is within flood hazard areas designated as Zone AO and Zone X. Zone AO are shallow flooding areas of less than 3' and Zone X are outside of the 100-year floodplain as shown below. This project would not alter the floodplain and therefore will not seek a CLOMR from FEMA. The source of flooding is the Beaumont Channel and depressed areas between I-10 and UPRR.

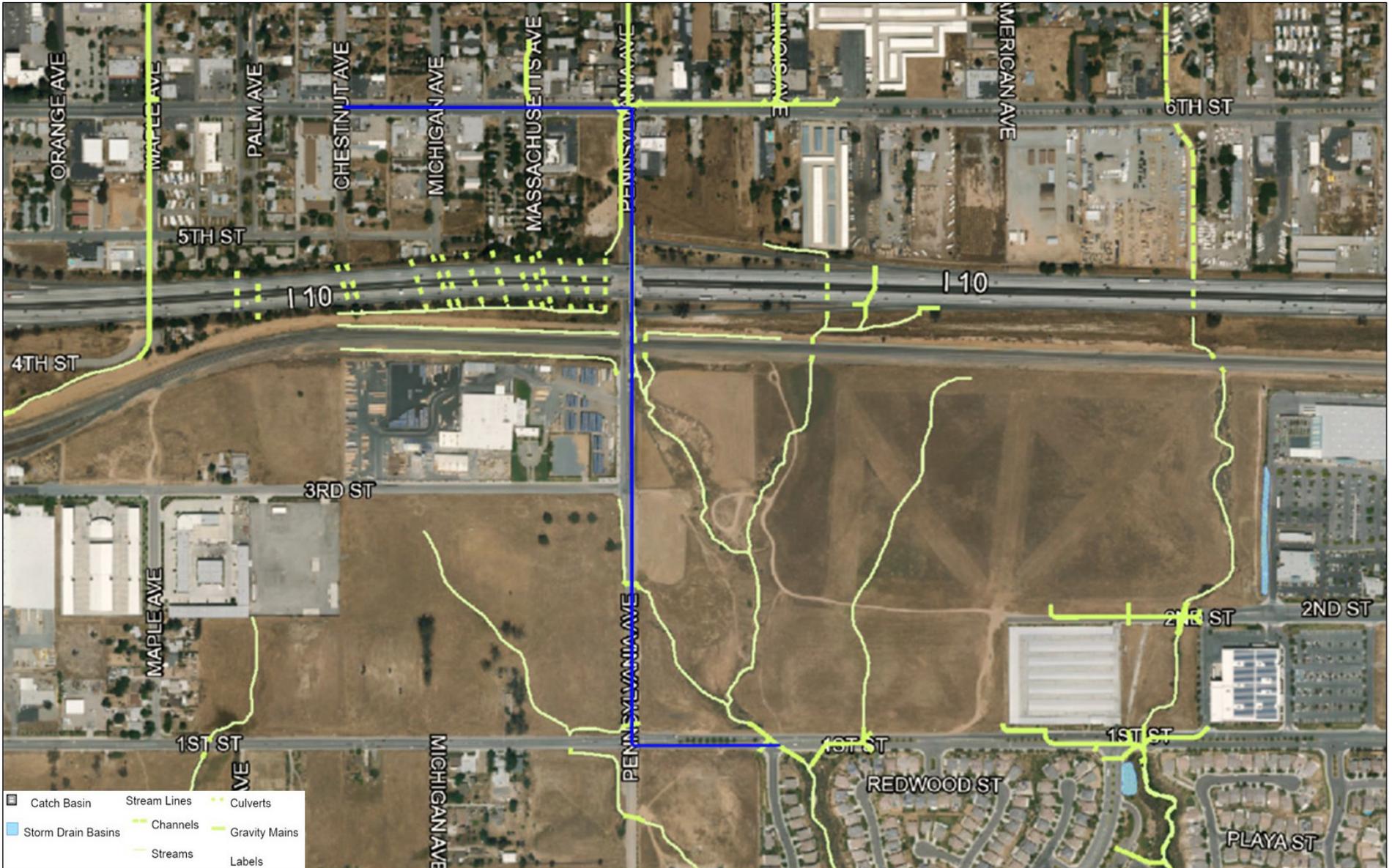


The preliminary layout of Line 2 – Stage 1 and hydraulic information is shown on **Exhibit B**. We recommend the upstream project limit occur north of Pennsylvania Avenue at Chestnut Avenue. This would allow a large flow from Chestnut Avenue to be captured and also avoid disruption of traffic at the intersection when Line 2 is extended upstream. The downstream end at 1<sup>st</sup> Street is planned to tie into an existing culvert for the Potrero Channel as shown in **Exhibit B**. After setting the project limits of the project and the MDP hydrology study is approved, peak flows will be calculated to determine the level of protection for the following criteria shown in **Table 1** below.

**Table 1 | RCFC Protection Criteria**

DURATION	DESCRIPTION
10-YEAR	Water Surface to the top of the curb
100-YEAR	Water Surface to the R/W
100-YEAR	Minimum 1' Freeboard to Dwelling Pad

## Exhibit B | Preliminary Layout of Line 2 - Stage 1



New catch basins will be located to meet the above protection criteria. Each catch basin will be sized and spaced to maximum efficiency. Catchbasins will be located at low points and will be preferred over grated inlets as these tend to get clogged often.

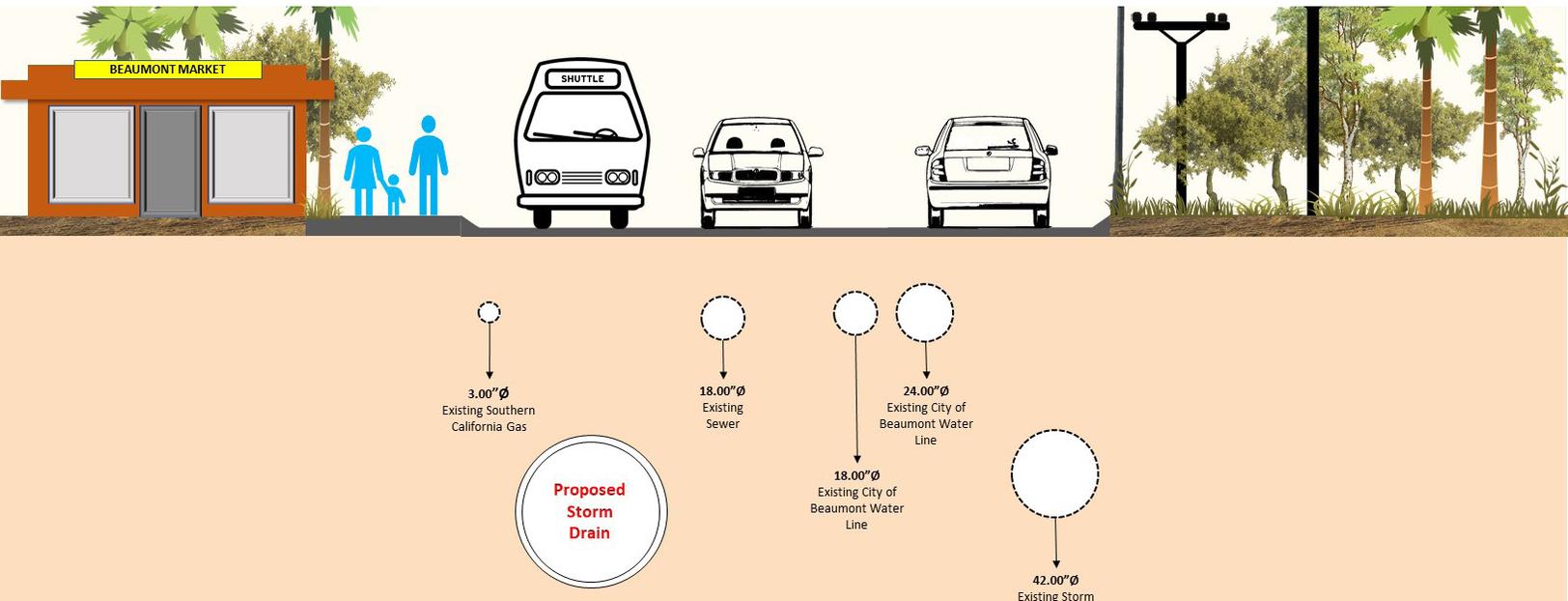
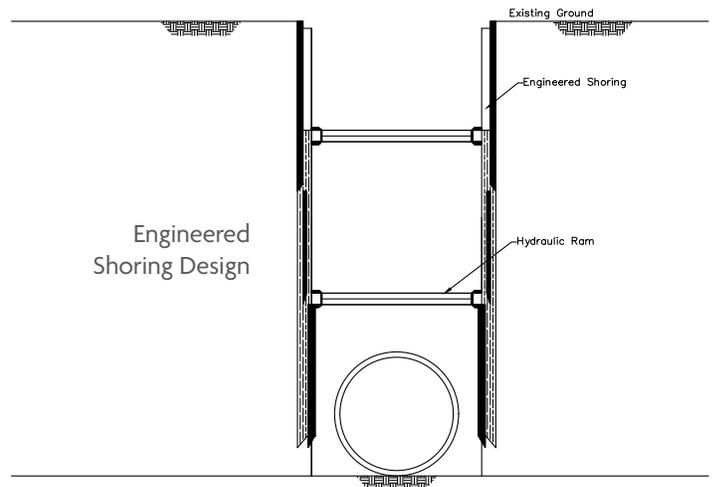
Due to the differences in times of concentration and storm durations, it is anticipated that peak flows from adjacent areas will not add to MDP Line 2's peak flows. The most conservative method to address this is to analyze peak to peak flows at junction points. This is especially true for discharges within Caltrans right of way, where systems are designed for a 25-year storm event. There are several culvert extensions being proposed in the Pennsylvania Avenue widening. A cost saving can be realized if these culverts discharge to the new Line 2 storm drain. Flows would continue to historical pattern at the 1st Street culvert.

### Storm Drain Design is our expertise

The storm drain alignment and profile require consideration of several factors during design. These include RCFC + WCD design criteria, physical and right-of-way constraints, construction cost, operations and maintenance. A well thought-out design comes from experienced managers and engineers that knows what works and can navigate around design traps and pitfalls. The EXP Team have listed several specific design factors that will be employed on this project:

- Set the storm drain profile to minimize trench excavation depths;
- Maximize catchbasin efficiencies;

- Promote self-cleaning velocities and avoid steep to flat slope transitions that would create sedimentation inside the pipe;
- Locate manholes at junction structures;
- Locate laterals connections at the storm drain centroid;
- Consider the constructability of all systems
- Coordinate with other on-going projects and ensure compatibility with future;
- Incorporate safety in the design such a safety ledges in Manholes and require project specific shoring design;
- Calculate and Specify allowable Pipe D-Loads to avoid cost overruns; and
- Consider future Operations and Maintenance such accessibility and safety of workers.



## Alignment Alternatives

The EXP Team evaluated other alignment alternatives for Line 2 – Stage 1. However, these alignments were deemed too costly because they required tunneling under I-10 and UPRR tracks, as well as several right of way acquisitions. We feel the alignment under Pennsylvania Avenue is the most feasible that can meet project goals. A SWPP will be prepared to address water quality during construction.

## Storm Water Quality permanent treatment BMPs will not be required.

In accordance with the City's MS4 Permit, a Project-Specific Water Quality Management Plan (WQMP) is not required because the project will not create new impervious areas. However, the contractor will be required to implement construction BMPs to comply with the Construction General Permit. The BMPs expected for storm drain work can include inlet protections, construction entrances, stock pile management, street sweeping, and concrete wash-out facilities. A SWPP will be prepared to address water quality during construction.

## Structure Design + safety is our goal

The proposed drainage system may require the structural design of unique modified junction structures, specialized manholes, and non-standard headwalls and wingwalls. At the preliminary design stages, structural input will advise on the feasibility of these unique structures and assess constructability under all anticipated construction stages and develop preliminary cost estimates for the evaluation of possible alternate solutions. After a preferred alignment is selected, structural design will advance to refine dimensions of primary structural members including sizing of primary reinforcement bars for reinforced concrete structures. As the structural design progresses the constructability during all phases of construction will continue to be assessed and the cost estimate will be updated. Final design will further develop and complete all structural details for the unique structures.

## Traffic Control is a service to the motorist + community

EXP will provide the required Traffic Control Plans to minimize disruption to the existing road users. The plans will comply with the MUTCD and set the

construction staging to properly close lanes and divert traffic. EXP will evaluate traffic conditions such as Level of Service, delay and queue concerns in the existing network and during the construction to identify deficiencies and implement mitigations to reduce congestion. At least one lane on each direction will be maintained to allow traffic to flow.

The ramp terminals at the intersection of I-10 Hwy and Pennsylvania Avenue will be maintained to avoid any interruption to/from I-10 Hwy. It is important that existing pedestrian and cycling facilities within the study area be maintained during construction, or adequate detours and protection provided.

It is important to ensure pedestrians and cyclists reroute safely and properly at intersections with clear signage and pavement markings. Any section which might be confusing to the users requires additional message signs and warning marks. Access to local commercial and residential properties will be maintained during the construction. Where it is necessary to close access to accommodate construction work, closure would only be permitted when the business is closed, or during night time hours.

For any lane closures that are necessary during construction, identify measures that will minimize obstructions to traffic flow and avoid significant traffic delays, as well as avoid disruption to business and obstructions to pedestrian access.

## Coordination with Other Projects is EXP's commitment to the City

### Pennsylvania Avenue Improvement Project

Plans to improve Pennsylvania Avenue between 1<sup>st</sup> Street and 6<sup>th</sup> Street is anticipated to be completed towards the end of 2020. As mentioned earlier, we recommend the City combine the Line 2 – Stage 1 construction with the Pennsylvania Avenue construction. We are confident that an approved PS&E for Line 2 – Stage 1 will be ready in July 2021.

*The cost savings in combining the construction packages can be upwards of \$1M that includes reconstructing drainage facilities, pavement, traffic control and staging, and construction management.*

Another added benefit is less disruption to traffic for work in the same areas.

**Pennsylvania Road Improvement Staging + Control Plans** - We reviewed the Pennsylvania Avenue Road Improvement Staging and Traffic Control Plans and found that the proposed construction sequencing and lane closures would complement the storm drain installation. The roadway project will provide the extra space to accommodate at least one lane of traffic in each direction. The road project proposes to close the UPRR crossing. This is a good opportunity to install the pipe tunneling underneath the tracks.

### UPRR Coordination

There are two UPRR tracks @ MP 563.70 at (Yuma subdivision) on Pennsylvania Avenue with a right-of-way width of 200 feet at the proposed storm drain crossing. EXP will assist the City to obtain Pipe Crossing Agreement from UPRR.



UPRR crossing at Pennsylvania Avenue

## UPRR/Pennsylvania Avenue Grade Separation Project

The RFP indicated there will be a future grade separation at UPRR and Pennsylvania Avenue. The current 30% plans show Pennsylvania Avenue going under UPRR. At this time, plans to advance the project, though inevitable, is uncertain due to funding source.

EXP will work with the City to ensure the storm drain profile can accommodate the future Pennsylvania Avenue profile. The storm drain will be located and protected so the future UPRR bridge foundation can be constructed without damaging of the storm drain. There needs to be a balance between risk and cost to make this crossing design efficient. The risk is precluding the future grade separation construction and the additional cost is to install the pipe much lower than necessary to ensure viability of the grade separation project.

It may be necessary to provide a pipe casing across the entire UPRR right of way width for the storm drain as shown in **Figure 1**. Since the storm drain will be fairly deep under the tracks and potential leakage may not be detrimental to the track stability and future bridge, EXP would try to obtain a design deviation from UPRR railroad engineer to eliminate the pipe casing requirement. Either way, approval from UPRR's engineering department will be processed through a pipe crossing agreement.

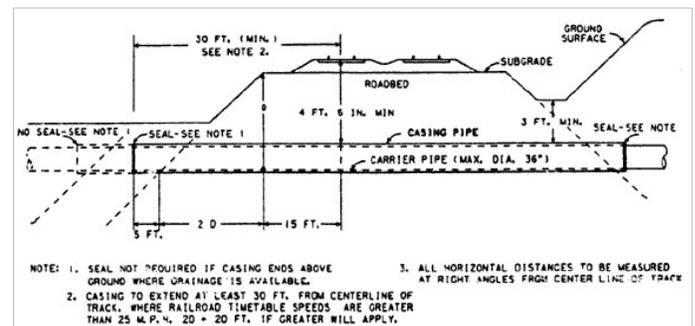


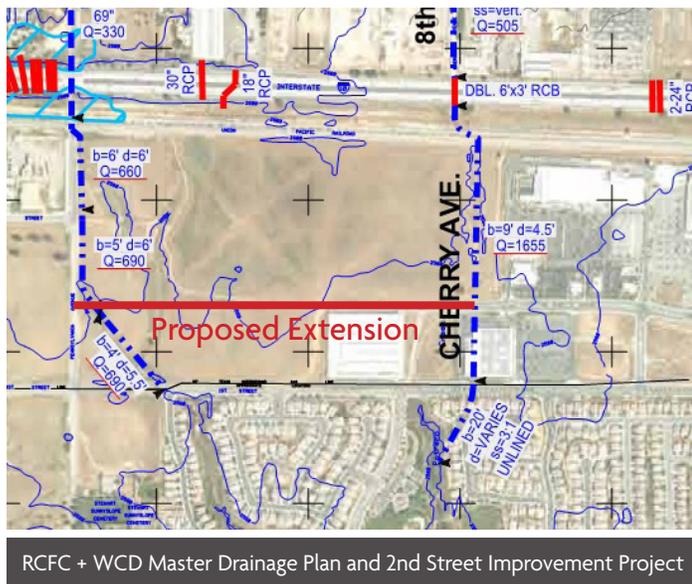
Figure 1 - Typical railroad casing for pipes

Another consideration is the reduction of flows from the natural watercourses as it crosses the future 2<sup>nd</sup> alignment. We will coordinate with their design team to ensure their drainage facilities are sized appropriately.

### 2<sup>nd</sup> Street Improvement Project

The City will soon begin design of the 2<sup>nd</sup> Street Extension from it's current terminus to Pennsylvania Avenue. It is expected there will be

some flows from this project that will discharge to Line 1.



### Caltrans I-10 Ramp Modification Project

Coordination with the Caltrans I-10 Project design team will be necessary to ensure laterals accommodate for freeway drainage. Construction of Line 2 – Stage 1 under the I-10 Freeway and will require an encroachment permit (EP) from Caltrans District 8. EXP has extensive experience in obtaining Caltrans Encroachment Permits and will work closely with District 8 Encroachment Permit Office throughout the application process. In our experience, an initial EP for the temporary fieldwork relating to geotech, survey, and other field studies would be necessary, and a final EP for the permanent design improvements prior to construction. To facilitate Design Services, EXP will quickly identify the fieldwork within Caltrans jurisdiction at the onset of the project and submit the initial EP application in accordance with California Streets and Highway Code and Caltrans Encroachment Permit Manual. At the completion of Final Design within Caltrans jurisdiction, EXP will submit and obtain the final EP to construct the improvements and apply for any extensions as necessary.

### Schedule is designed to expedite the project

The project schedule has been developed taking into account the various tasks identified in the RFP for Line 2 – Stage 1. A detailed Microsoft Project schedule showing various activities, durations and critical path for the project is shown in **Section K**. Our team prepared the following draft project schedule based on our understanding of the project and the City's

goals and objectives. A key part of our approach is to utilize historical knowledge by team members to fast track the schedule, especially focused on the Environmental Clearance, Riverside County Flood Control District approval and utility permits which are on the critical path. We are confident that we will meet the dates set out in our schedule.

### Constructability staff will be involved for the duration of the project

Based on our experience in construction of large diameter storm drains, the following constructability issues must be considered:

- The traffic control plans need to consider a work area that accommodates the trench width, pipe laydown areas and construction equipments.
- Areas next to the bridge foundation need to ensure that the soil will not be disturbed during installation and removal of shoring, as well as excavation and backfill.
- Maximum depth of excavation exceeding 30ft can be time consuming with Trench shield method - address open trench dangers and road traffic safety protection.
- The proposed storm drain installation under UPRR require a trenchless construction method to avoid disturbance to the rail service. Microtunneling with launch pit and receiving pit would be disruptive to all stakeholders.

### Specifications

Technical Specifications will be prepared as Special Provisions in conformance with the City and RCFC + WCD. EXP will provide copies of required permits and reference standard plans/materials to be inserted into the City's contract bid documents. The City of Beaumont "boilerplate" contract document will be edited to include all required text. Every contract item of work must be fully specified including a measurement (if "Green Book" requirements do not fully describe the required work or comply with RCFC + WCD and City standards.

### Estimates

EXP will provide source of information and justification of bid item unit prices prior to final plan approval. We will provide a construction quantity take-of list broken down by sheet and an updated cost estimate for each plan check submittal and a final engineer's estimate of the project cost. The quantity calculations will be clear as to where the specific items are located, i.e. reference to station/offset or other method.

## Table 2 | Key Challenges + Solutions

Please refer to **Exhibit C** for the locations of each of the challenges listed in the table below.

	CHALLENGE	SOLUTION	BENEFIT	PREVIOUS EXPERIENCE BY TEAM
1	The 1983 MDP Hydrology will have to be re-evaluated. Flows larger than previously expected could pose feasibility issues.	Coordinate with RCFC as soon as possible. Update the 1983 MPD Hydrology Study and provide a preliminary hydraulic analysis.	Preliminary hydrology and pipe sizing will allow the early design decisions.	Portia Gonzalez, Shubhee Saxena and Parakh Jaiswal
2	Traffic Control and Construction Staging requirement may cause travel delays and safety issues to motorist and pedestrians.	Combine the Line 2 - Stage 1 Project with the Pennsylvania Avenue Project Traffic Control and staging to avoid multiple construction delays. The roadway widening would allow extra room to shift traffic for safety.	More space for trench and work area in cost savings on traffic control.	Portia Gonzalez and Ben Hashemloo
3	Numerous future projects drainage needs will have to be accommodated but may pose constraints on storm drain design.	Planned storm, drains culverts, and catchbasins will have to be analyzed as part of the Line 2 - Stage 1 project. Locate and connect culverts and laterals to Line 2, wherever feasible.	Cost savings to add connect to Line 2 and less long term maintenance cost.	Portia Gonzalez, Gabriel Rodriguez, Syed Raza and Ju Kim
4	There are numerous existing utilities that may conflict with the proposed alignment.	Identify pothole utilities in question. Coordinate with utility owners as soon as possible to gain consensus on location and proposed design. Avoid major utilities, if possible. Monitor utility relocation by utility owners to avoid project delays.	Accurate utility locations will reduce risk of striking during construction. Utility conflicts can be resolved during design and avoid costly relocation cost	Curtis Bibolet and Robert Vasquez
5	Type of construction means and methods across the UPRR railroad tracks will have to be approved by UPRR	Jack and Bore or Tunneling have different requirements. Coordinate with UPRR early in design and obtain concurrence. Add UPRR stipulations in Special Provisions	Establish accurate engineers estimate for type of construction	Sampath Golla and Ju Kim
6	Shoring and Groundwater issues will need to be identified to avoid construction cost overrun.	The geotechnical engineer will conduct soil boring investigations that will provide soil stability and groundwater information. Special Provisions will require the Contractor to provide engineered shoring design and dewatering mitigation measures.	Establish accurate engineers estimate for shoring requirement and groundwater mitigation.	Lisa Battiato, Portia Gonzalez and Ju Kim

### Exhibit C | Key Issues Map



D

# Firm Profile



## 5 Firm Profile

5 offices in California

90+

offices in North America

3500+

professionals worldwide

#44

Top 500 Design Firms  
ENR California, 2019

200+

award-winning projects

### Who We Are

With a mission to understand, innovate, partner and deliver, EXP provides engineering, architecture, design and consulting services to the world's built and natural environments. Our heritage dates back to 1906, when the earliest of EXP's predecessor companies started its engineering infrastructure practice. Today, over 3,500 creative EXP professionals across North America provide the passion and experience needed to deliver successful projects around the world. We are a private corporation with 90+ offices across North America, including 25 offices in the United States. In California, we have offices in Glendale, San Diego, and San Francisco.

We have worked with numerous local agencies and municipalities to provide multidisciplinary services for public works projects in urban environments. We bring a full range of services from planning and feasibility through design and construction management, as well as overall program management. **Ranked #44 in the Top 500 Design Firms by Engineering News-Record (ENR) California in 2019.** EXP is consistently recognized by our clients for the quality of our services. We are client focused with the capabilities and depth of resources of a large multidisciplinary practice.

### Organization Structure

EXP is a privately-owned North American corporation. Our corporate leadership team is comprised of a Board of Directors and an Executive Team, with leaders from across the various regions and sectors. For further details, please see **Section K - Additional Information** to see our Corporate Organizational Chart.

Delivering exponential possibilities for our clients,  
our employees and our communities.

## Areas of Expertise

With diverse experience in the planning, design and construction of highways, expressways, tollways, local roads and streets, we bring innovative solutions for every type of roadway. We have designed modern highways to bring new paths of travel, reconstructed and rehabilitated roadways to facilitate more efficient movement and solved the challenges of complex urban interchanges. Combining modern technology and innovative design we deliver customized solutions for toll roads and bring expertise in Intelligent Transportation Systems (ITS) to make our roadways smarter.

As a multidisciplinary transportation practice, we bring added expertise such as bridge design, roadway lighting, traffic signals, streetscaping and stormwater management. From feasibility studies and environmental assessments to design and construction administration, we provide a complete solution to meet our clients' transportation needs.

## Firm Qualifications

The EXP team was formed to provide the City of Beaumont with the personnel and project experience it needs to successfully address all services identified in the RFP. In addition to technical and managerial expertise, we provide a highly qualified team with the following:

- ✓ Scalable approach to work plans encompassing both small-and large-scale projects;
- ✓ Team with the right skill sets that gives the City of Beaumont the people it needs, when it needs them;
- ✓ Team with past and current experience with federal, state and local approval and permitting agencies;
- ✓ Thorough understanding of the anticipated and required efforts from project inception to completion; and
- ✓ Experience with small and disadvantaged business enterprise firms to conduct services similar to those being advertised.

Across the EXP team, our proposed key personnel bring decades of experience working with local agencies and municipalities in Southern California to deliver similar programs and contracts. These key personnel bring current and previous experience:

- ✓ Managing multidisciplinary teams;
- ✓ Working with various municipalities in Southern California to deliver municipal improvement programs;
- ✓ Developing innovative solutions across all disciplines;
- ✓ Mitigating impacts to keep projects on schedule;
- ✓ Coordinating with federal, state and local agencies and stakeholders; and
- ✓ Working with agencies to obtain funding and grant.

## Conflict of Interest

EXP provides the highest level of integrity by maintaining a cordial relationship with its clients. EXP has no conflict of interest with respect to any of its active or dormant clients in the subject area and has no potential conflict of interest in submitting a proposal of this nature.

EXP attests in this proposal, confirmation that EXP does not and will not have any conflict of interest (actual or potential) in submitting its proposal or, if selected, with the contractual obligation of EXP as consultant under the Agreement.

The EXP Team's advantage  
is having the institutional  
knowledge from working on  
RCFC + WCD Projects,  
which means an **expedited**  
**schedule and cost-savings**  
**to the City.**

E

# Resumes

BEAUMONT  
CIVIC CENTER

550



## Portia Gonzalez, PE., QSD/QSP

Proposed Role: Project Manager



SPECIALTY EXPERIENCE	SCOPE TECHNICAL AREA EXPERTISE
<ul style="list-style-type: none"> <li>• hydrology</li> <li>• hydraulics</li> <li>• pavement drainage design</li> <li>• flood control facilities</li> <li>• stormwater permitting</li> </ul>	<ul style="list-style-type: none"> <li>• pavement hydraulics</li> <li>• hydrology</li> <li>• hydraulics</li> <li>• stormwater permitting</li> </ul>

**29+**  
years of  
experience

### Professional Registrations

- P.E. – CA (C52302)
- P.E. – AZ (C31475)
- Qualified SWPPP Developer (QSD 52302)
- Construction General Permit Qualified SWPPP Practitioner (QSP)

### Education + Training

- M.S., Civil Engineering, Water Resources, California State University, 2010
- B.S., Civil Engineering, California State University, 1991

### Affiliations + Memberships

- Member, Hydrology and Hydraulics Executive Community, American Society of Civil Engineers (ASCE) Orange County

Portia Gonzalez brings more than 29 years of experience. She has served as project manager for various drainage and transportation projects in California, Arizona and Nevada.

Her expertise includes project management, drainage design, hydrologic and hydraulic modeling, storm water management, 2D modeling, river modeling, floodplain delineation studies, storm drain master planning, detention basin design, bridge scour, roadway drainage and design, water resource planning, sediment transport and water distribution. She brings working knowledge of software such as AES, WSPG, HEC-HMS, HEC-6, HEC-RAS, Flow-Master, Storm CAD, CulvertMaster, InRoads Storm and ArcGIS.

### Project Experience

#### \*Moreno Line K-1, Moreno Valley, CA

Line K-1 is located along Ironwood Avenue and consists of a pipeline constructed upstream of the SR-60/ Moreno Beach Drive interchange which will divert flow away from the interchange and convey it to the Nason Basin located in the northeast quadrant of the Nason Street interchange. At the upstream end of the pipeline, a diversion structure is proposed, comprising two large catch basins that intercept and convey flow to a 1482' long 90" RCP transitioning to a 90' long 7' x 7' RCB designated as the K-1 Line by the Riverside County Flood Control and Water Conservation District. Line K-1 will outlet to a natural drainage flow path designated as Line K by the County. At the confluence of Line K and Line K-1, a rip rap pad will be constructed to avoid potential downstream erosion of the natural drainage flow path. The conveyance system designated as Line K ultimately conveys the flow to the downstream Nason Basin for detention of peak storm flows. Line K under Ironwood Avenue consists of a 72" CMP which will be modified as part of this project.

Portia managed the drainage team that delivered the PS&E for this Moreno Line K-1.

*\*Work performed at previous firm.*

**Portia Gonzalez, PE., QSD/QSP – Continued**

Proposed Role: Project Manager

**Bundy Canyon Roadway Improvement Project – Line F, Wildomar, CA**

The City plans to widen Bundy Canyon Road from I-15 to Sunset Avenue. The widening consists of widening the roadway from two to four lanes, adding traffic signals, soundwalls, bike path and pedestrian path. As part of the roadway widening, the project includes improvements to Sedco Line F – a Riverside County Flood Control District Master Plan Facility. Sedco Line F. Portia was the lead drainage engineer that provided the alignment alternatives for Line F, hydrology and hydraulic analysis for both the project on-site and off-site drainage and the Water Quality Management Plan.

**Caltrans 12A1756 SR-1 Project: EA 0P5900 & 0P6800: Traffic Signal Upgrades and Pavement Rehabilitation, Newport Beach, Huntington Beach, Seal Beach, CA**

The traffic signal and pavement rehabilitation project is located on State Route (SR) 1 between Newport Beach and Seal Beach. This project would improve 20 intersections for 25 miles of roadway and rehab the pavement between Warner Ave. and County Line. Portia was the lead engineer responsible for the hydrology and hydraulics analysis, drainage report, NPDES compliance, and plan preparation. Tasks include coordinating with roadway and signal designers to ensure drainage needs are implemented.

**Peach Avenue Improvement, Hesperia, CA**

The City of Hesperia proposes to realign Peach Avenue between Centennial Street and Hinton Street on Peach Avenue where it crosses the Antelope Valley Wash. The project consists of realigning and raising the roadway profile over the Antelope Valley Wash with reinforced concrete boxes (RCBs) culvert, with new asphalt concrete pavement. Portia was responsible for the hydraulic alternative analysis and design of new RCBs. Design include channel realignment, grading and structural details for the RCBs to accommodate the new roadway.

**Diaz Road Improvements, Temecula, CA**

The project proposes to improve Diaz Road to a major arterial road between Cherry Street and Rancho California Road. Design elements includes roadway widening and extension, raised median, landscaping, curb and gutter, sidewalk and trail realignment, drainage facilities, and treatment BMPs. Portia is responsible for the drainage analysis to comply with the City’s and Riverside County Flood Control District design criteria, WQMP and PS&E.

**City of Chino, Hills Storm Drain Master Plan, Chino Hills, CA**

The City’s Storm Drain Master Plan establishes an approach to creating a prioritized Capital Improvement Projects to mitigate the impacts of stormwater runoff in the City. This document identifies the steps taken to inventory and analyze the existing storm drain system, analyzes capacity restrictions within the storm drain networks and provides recommendations. Portia was the Project Manager for a team of drainage engineers and GIS specialist that analyzed the existing drainage deficiencies throughout the City and provided a range of drainage concepts for the construction of future facilities required to serve the City at buildout of the General Plan and establishes criteria for selecting and prioritizing projects. AES Software was used to for the hydrology and hydraulic computation. Output data was extracted using a project specific programming. This data was then incorporated into the City’s GIS storm drain data base.

*\*Work performed at previous firm.*

**Portia Gonzalez, PE., QSD/QSP – Continued**

Proposed Role: Project Manager

**I-40 Regrade Median Cross Slope Barstow, CA**

The I-40 Regrade Project is to re-grade the existing median cross slope within the clear recovery zone (CRZ) to 10:1 or flatter to reduce the severity and the number of run-off-the road accidents in the median on Interstate 40 from 1.4 miles east of Fort Cady Road (PM R25.0) to Crucero Road (PM R50.0) near Barstow, in San Bernardino County. This project is multi-phased that covers both PA/ED and PS&E phase.

Portia is responsible for the drainage analysis and design of over 25 culverts that would be extended to accommodate the proposed fill in the median. Other tasks include Caltrans coordination and stormwater coordination.

**\*Clinton Keith Road/Murrieta Creek, RCFCD, Murrieta, CA**

Portia was the lead drainage Engineer responsible for the hydraulic analysis and structural design of the Clinton Keith Road bridge over Murrieta Creek. The project was designed for the Riverside County Transportation Department in response to the flood damaged bridge. The project was coordinated with Caltrans Structures HQ and the City of Murrieta.

**\*Lake Elsinore Outlet Channel, RCFCD, Lake Elsinore, CA**

Portia was the lead drainage Engineer responsible for the structural design of Highway 74 three- span, slab bridge supported by concrete columns over crossing the outlet channel. Design of this structure conformed to Caltrans standards and guidelines and was approved by Caltrans Department of Structures. Also, included in this project are design of cantilever retaining walls, 36 inch irrigation line relocation, water line and sewer line relocations, utility coordination, guardrail, street drainage and traffic control. Collaboration with the US Army Corps of Engineers was required for this project.

Portia will be the main point of contact authorized to negotiate the contract on behalf of EXP.

*\*Work performed at previous firm.*

## Ju Kim, PE, QSD

Proposed Role: QA/QC Constructability



SPECIALTY EXPERIENCE	SCOPE TECHNICAL AREA EXPERTISE	30+ years of experience
<ul style="list-style-type: none"> <li>• constructability review</li> <li>• construction QA/QC</li> <li>• construction support</li> <li>• shop drawing review</li> <li>• submittal review</li> <li>• RFI's review and response</li> <li>• field inspections</li> </ul>	<ul style="list-style-type: none"> <li>• traffic control</li> <li>• SWPPP/BMP</li> <li>• construction administration</li> <li>• "as-built" documentation</li> <li>• NOPC + claims mitigation</li> <li>• contract change order</li> </ul>	

### Professional Registrations

- P.E. – CA (Civil, C54269)
- Qualified SWPPP Developer (QSD)

### Education + Training

- BS, Civil Engineering, University of California Davis

### Affiliations + Memberships

- ASCE Orange County - Membership Chair 2000-2018
- CMAA Southern CA
  - CCM Committee Member 2019-present
- WTS Orange County
  - Treasurer 2018-present
  - Mentoring Committee 2016-present Select Project Awards

Ju brings 30 years of professional experience in transportation engineering and project management, including 21 years as a California Department of Transportation (Caltrans) senior bridge engineer, and his position as Division Manager of Construction for Orange county Public Works (OCPW) managing county's construction projects for OCPW. His diverse structure experience includes cast-in-place (CIP) box girder bridges, T-girder bridges, precast I girder bridges and steel I-girder bridges. He also has an in-depth knowledge of mechanically stabilized earth (MSE) walls, various types of retaining walls, soil nail walls, tie back walls, pump plants, maintenance stations, stone columns, soil mixing, bridge retrofit, open channels, cofferdam construction, roadway rehabilitation, drainage and sewer. Areas of specialty are: Constructability review, Construction support, Shop drawing review, Submittal reviewer's review and response, Construction QC/QA, Field Inspections. In addition, technical areas of expertise are: Traffic Control, SWPPP/BMP, Construction Administration, "as-built" documentation, NOPC and Claim, Contract Change Order.

Some of his career highlights are the I-105 Century Freeway, reconstruction of the Santa Monica Freeway after the Northridge Earthquake, reconstruction of the Cypress Freeway (San Francisco), I-5 widening (OCTA-Caltrans), San Francisco Bay Bridge Retrofit, Coronado Bridge Retrofit, I-5/805 Interchange, SR-57/60 Interchange, I-5 Gateway (OCTA-Caltrans), 57 Freeway widening (OCTA-Caltrans), San Gabriel Trench Project (SGVCOG) and OC405 Design Build (OCTA).

### Project Experience

#### Riverside County Transportation Commission (RCTC), State Route 60 Truck Climbing Lane Project, San Bernardino, CA

The Riverside County Transportation Commission (RCTC), in cooperation with Caltrans, proposes to construct an eastbound truck-climbing lane and westbound truck-descending lane—along with inside and outside standard shoulders in both directions—on State Route 60 (SR-60) in a portion of unincorporated Riverside County between Gilman Springs Road at Post Mile (PM) 22.10 and 1.369 miles west of Jack Rabbit Trail at PM 26.61. The eastbound existing two lanes of SR-60 will begin the

\*Work performed at previous firm.

**Ju Kim, PE, QSD – Continued****Proposed Role: QA/QC Constructability**

transition to the truck-climbing lane at the end of the EB entrance ramp from Gilman Springs Road—and the three lanes will taper back to two lanes between post mile 26.3 and 26.61 (1.369 miles west of the Jack Rabbit Trail intersection). The westbound existing two lanes will begin the transition to the truck-descending lane at post mile 26.5—and the three lanes will taper back to two lanes between post mile 22.5 and 22.1. On EB SR-60, the existing shoulder conditions will begin to taper to the improved 12-foot outside shoulder at the end of the EB entrance ramp from Gilman Springs Road; and will taper back to existing shoulder conditions between post mile 26.5 and 26.61. On WB SR-60, the existing shoulder conditions will begin to taper to the improved 12-foot outside shoulder at post mile 26.51; will taper back to existing shoulder conditions between post mile 22.5 and 22.1.

**\*Orange County Transportation Authority (OCTCA), I-405 Improvement Project, Orange County, CA**

This project adds one general purpose lane in each direction to a 12-mile segment between Euclid Street and the I-605, and one 14-mile tolled Express Lane in each direction between SR-73 and SR-22 east of the I-405. The new Express Lanes and existing high-occupancy vehicle (HOV) lane will be managed jointly as a tolled Express Facility with two lanes in each direction; two general purpose lanes on a 12-mile segment; two 14-mile tolled Express lanes. Mr. Kim as the Structure Manager was responsible for all the structures on this project. Structure includes bridges, retaining wall, box culverts, sound walls, open channels, stage construction of overcrossing and undercrossing. He was also responsible for staff supervision, maintaining accurate and adequate field construction records, reviewing contract change orders, review and responds requests for information (RFI), reviewing and approving shop drawings and submittals, performing structure inspection, hinge construction, falsework, cast-in-drilled-hole (CIDH) piles, retaining walls, bridge deck construction, performing bridge four-scale, bridge widening, shoring and surveying.

**\*Caltrans District 7 East and West, District 7 North and District 12; On-Call Contract, CA**

Ju served as the Construction Manager and was responsible for providing staff augmentation, preparing and submitting monthly invoice, performing and maintaining monthly expenditure and providing projected man-hour. Performing task order projection and estimate.

**\*San Gabriel Valley Council of Governments (SGVCOG), Alameda Corridor East Construction Project (ACE), San Gabriel Trench Grade Separation Project, San Gabriel, CA**

Ju served as the Lead Bridge Engineer/Structures Representative responsible for responsible for supervision of the structures inspection staff, review of submittals and RFI's, preparing project reports and photographs; preparing quantity calculations and assisting with preparation of the Contractor's progress payment; and assisting with resolving construction issues. The project constructs a 1.4-mile long concrete railroad trench, four new grade separations over the lowered UPRR railroad track, and new permanent railroad bridges constructed at the Alhambra and Rubio Washes. The project includes utility relocations to include relocation of fiber optic infrastructure along the UPRR right-of-way, storm drain, sanitary sewer improvement and numerous other utility relocations to include water, gas, electrical and communications, construction of a 2+ mile-long shoofly track, retaining walls, a secant pile wall trench, roadway improvements, traffic signals and street lighting, and landscaping. The project is located adjacent to the San Gabriel Mission and other sensitive historical buildings requiring extensive noise and vibration, archeological, paleontological and Native American Monitoring. The project included Caltrans Standard Specifications and Caltrans is providing oversight and a permit for roadway improvements near the I-10/San Gabriel Boulevard on- and off- ramps. The contract requires coordination with three cities, Caltrans, UPRR, LACDPW, LACSD, US Army Corps of Engineers and numerous utility companies and agencies.

*\*Work performed at previous firm.*

**Ju Kim, PE, QSD – Continued**

Proposed Role: QA/QC Constructability

**\*Orange County Public Works (OCPW) Construction Contract, Orange County, CA**

Ju served as Division Manager/Construction Manager, responsible managing the county-wide construction program and delivering OCPW's infrastructure projects. He managed a combined team of county and consultant staff of 45 professionals, assigned projects, trained staff and provided monthly cross-trainings. He also conducted bimonthly workload meetings, reviewed and approved all construction contract change orders, monthly progress payments and performed constructability reviews. The county wide projects included: pump stations, flood channels, street improvements, bridges.

**\*Caltrans SR-57 Widening from East Katella Avenue to East Lambert Road, Orange County, CA, USA**

Ju served as Senior Area Bridge Engineer and was responsible for managing three SR-57 contracts, performing structure inspection, training structure representatives, field engineers as well as providing weekly technical structure training for all staff. Performed independent review of each project records to ensure that the projects adhere to Caltrans requirements. He performed constructability reviews for upcoming projects and provided training to Caltrans and consultant staff using the required manuals in the following areas: hinge construction, falsework, CIDH, retaining walls, bridge deck construction, four-scale bridge widening, shoring and surveying. The project included widened bridges; jacking and a bridge demonstration, constructed soil nail and sound walls and provided architectural features on the retaining walls.

**\*Caltrans and OCTA, I-5 Freeway Widening, Buena Park, CA**

Ju was the Senior Bridge Engineer/Structure Representative responsible for managing and supervising 10 bridge engineers and reviewing submittals, requests for information (RFIs) and shop drawings. He was also responsible for maintaining accurate project documentation and the project budget. The project included reconstruction of the I-5 from six to 12 lanes of freeway, including construction of six new bridges, 29 retaining walls and one pump plant. It also replaced four CIP/posttension box girder bridges, widened one T-girder bridge, built cast-in-steel-shell (CISS) and CIDH piles, waterproofed and jacked the superstructure, retaining walls and architectural features. The project was completed on-time and within budget.

**\*Caltrans, SR-57/SR-60 Interchange, Diamond Bar and City of Walnut, CA**

Ju served as Senior Bridge Engineer/Structure Representative and was responsible for supervising eight engineers and overseeing the construction and design of lanes and box girder and span bridges. This project constructed 2.4 miles of direct-connect high occupancy vehicle (HOV) lanes (one lane in both direction) from the SR-57 to the SR-60 using 11-foot diameter, 100-foot-long CIDH (wet hole) piles with the slurry displacement method, two CIP/post-tension box girder bridges and 29 spans bridges. The project also used soil cements, soil nail walls, retaining walls, MSE walls and sound walls and installed wick drains.

**\*Caltrans, I-5/805 Interchange, San Diego, CA**

Ju served as the Senior Bridge Engineer/Structure Representative and was responsible for supervising 16 engineers, maintaining accurate and adequate field construction records, reviewing contract change orders and RFI responses and reviewing and approving shop drawings and submittals. He is also responsible for performing a four-scale layout, training staff in the CISS/CIDH slurry displacement method and making lost deck grade. This project constructed an HOV connector, containing 13-foot diameter CISS/CIDH piles using slurry displacement, a CIP/post tension box girder bridge, a pre-tension I girder widening, soil cement, stone columns, soil nail walls, retaining walls, geo-synthetic reinforced (PGR) walls and sound walls.

*\*Work performed at previous firm.*

## Syed Raza, PE

Proposed Role: Agency Coordination



<p><b>SPECIALTY EXPERIENCE</b></p> <ul style="list-style-type: none"> <li>• interchange design</li> <li>• intersection design</li> <li>• street design</li> <li>• safety design</li> <li>• traffic design</li> <li>• traffic handling</li> <li>• construction staging</li> </ul>	<p><b>SCOPE TECHNICAL AREA EXPERTISE</b></p> <ul style="list-style-type: none"> <li>• program management</li> <li>• project management</li> <li>• highway design</li> <li>• signing and marking design</li> <li>• agency coordination</li> <li>• quality assurance and quality control</li> </ul>	<p><b>38+</b> years of experience</p>
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### Professional Registrations

- P.E. – CA (C53579)

### Education + Training

- M.Sc., Civil Engineering, Texas A&M University, College Station, Texas, 1991
- B.S., Civil Engineering, NED Engineering University, Karachi

### Affiliations + Memberships

- Member, Professional Engineer: CA

Syed has over 38 years of executive, management and technical experience in the areas of transportation/traffic engineering and program/project management. During his career, he has led many multi-functional teams and successfully delivered many high-profile, state of the art, complex transportation projects. Syed was responsible for program management, technical oversight and review of all capital projects at Caltrans District 8 and oversaw the delivery of over 300 in-house and locally funded projects valued at over \$15 billion.

Syed’s proactive program management approach, communication and problem-solving skills, ability to build consensus and strong leadership skills helped District 8 successfully deliver its portfolio of projects on time and within budget. Syed was also instrumental in assisting RTPAs, counties and cities deliver their projects on the State Highway System.

### Project Experience

#### **New State Route 60 (SR-60) /Potrero Boulevard Interchange, City of Beaumont, CA**

The SR-60/Potrero Boulevard Interchange Project proposes a new interchange on SR-60 in the City of Beaumont (between Jack Rabbit Trail and the Interstate 10/SR-60 Junction). The \$14M first phase of the project was completed in 2019 and includes a new 6-lane Potrero Boulevard overcrossing (3-lanes in each direction) with a temporary connection to Western Knolls Avenue. Led Caltrans team to assist the City get timely approval for the project and proceed to construction. Phase 2 will follow and includes westbound and eastbound diagonal and loop entry ramps (2 lanes plus HOV lane); extended ramp acceleration/deceleration lanes; realignment of Western Knolls Avenue; and removal of Western Knolls Avenue connections to SR-60. The City is the lead agency for the project with Caltrans providing oversight.

#### **\*Modify Interstate 10 (I-60) /Pennsylvania Avenue Interchange, City of Beaumont, CA**

This \$3 million project proposes to construct a new westbound loop on-ramp and realign the existing westbound diagonal

*\*Work performed at previous firm.*

**Syed Raza, P.E. – Continued**

Proposed Role: Agency Coordination

off-ramp to a spread diamond configuration at the interchange. The project is being processed by Caltrans as a Streamlined Oversight Project. Provided leadership and assisted the City in expedited processing of the project through Caltrans. Project currently in the Project Approval and Environmental Document phase.

**\*Caltrans District 8 Capital Program, San Bernardino + Riverside Counties, CA**

Served as the Deputy District Director for Program Project Management overseeing Capital Improvement Program from. The CIP Program funded over 750 positions in the Division of Construction, Design, Environmental, Right of Way and Project Management with a budget of over \$100 million in personal services and operating expense. Was responsible for securing funding for major and minor capital improvement projects from the State Highway Operation Protection Program (SHOPP) and State Transportation Improvement Program. Worked closely with RTPAs to secure state, local and federal funds and help deliver their capital improvement projects.

**\*State Route 60 (SR-60) Truck Climbing and Descending Lane, Riverside County, CA**

This 4.5-mile long \$140 million project developed by Caltrans in collaboration with RCTC will add truck climbing and descending lane on SR-60 in the “Badlands” area of Riverside County. The project limits are from Gilman Springs Road to 1.4 miles west of Jack Rabbit Trail through unincorporated Riverside County between Moreno Valley and Beaumont. The project lies within mountainous terrain with a curving alignment and steep grades. The project is designed to improve safety and efficiency and reduce traffic congestion for commuters, goods movement, and travelers to desert resorts. The project also includes adding two wildlife crossings and adding a wildlife fencing through the project limits. The project will also improve the sight distance by flattening the horizontal and vertical curves of the roadway. The project is currently in construction scheduled to be completed by late 2021.

**\*Interstate 10 Pavement Rehabilitation, Riverside County, CA**

This 20-mile long \$220 million pavement rehabilitation project will reconstruct two outside lanes of I-10 from SR-60 to SR-111 through the City of Beaumont and unincorporated community of Cabazon in Riverside County. The scope of work for the project includes reconstructing the two outside lanes with long life pavement. Random slab replacement is proposed for the inside two lanes. A temporary cross-over detour is proposed to maintain four lanes of traffic in each direction during construction. This project was identified in Caltrans’ annual Pavement Condition Survey as it exhibited distress cracking, rutting, and bleeding. The pavement condition is poor due to continuous traffic and high percentage truck traffic. The project addresses the current and future deficiencies of the existing pavement. This project is currently construction which is scheduled to be completed in 2022.

**\*Caltrans District 8 Capital Program, \$1.3 billion Riverside County Transportation Commission’s (RCTC) State Route 91 (SR-91) Corridor Improvement Project**

Served as the Project Director for the largest project in District 8’s history, RCTC \$1.3 billion SR-91 Corridor Improvement Project. The project scope of work included adding two express lanes and one general purpose lane in each direction of SR-91 for 12 miles. In addition, the project included adding a direct express lane to express lane connector in the median of I-15 and SR-91, interchange reconfiguration, collector-distributor road, railroad bridges, soundwalls, landscape and hardscape improvements. Coordinated with RCTC on all facets of the project including securing state and federal funds, approval of preliminary design elements and

*\*Work performed at previous firm.*

**Syed Raza, P.E. – Continued**

## Proposed Role: Agency Coordination

environmental document for the project. Developed Caltrans organizational structure for the project to comply with the intent of California Assembly Bill 2098. Coordinated with FHWA to secure all the necessary approvals for major project deliverables and processing of TIFIA federal loan application. Assisted with the approval and procurement of the design-build contractor for the project from Federal Highway Administration.

**\*State Route 60 (SR-60) Pavement Rehabilitation, San Bernardino and Riverside County, CA**

This 18-mile long \$150 million pavement rehabilitation project will reconstruct the two outside lanes of SR-60 from the City of Chino in San Bernardino County to the City of Riverside in Riverside County. The scope of work for the project includes total reconstruction of the two-outside lanes with long life Jointed Portland Cement Pavement, random slab replacement, shoulder rehabilitation, on & off ramp rehabilitation, upgrade of pedestrian facilities and ADA curb ramps to current standards. The project addresses broken slabs and distress cracking, rutting, and bleeding. The ride quality is very poor due to high percentage of truck traffic. The project addresses the current and future deficiencies of the existing pavement. Innovative traffic management strategies have been implemented for the project that allows all lanes to be open during construction by constructing cross over detours, shifting traffic to the outside shoulder and doing work behind concrete barriers. The project is currently in construction and scheduled to be completed in 2022.

**\*Caltrans District 8 Division of Design, Riverside County, CA**

Served as the Design Lead for over seven years for multiple in-house transportation projects. Prepared horizontal and vertical alignment & typical cross-sections for complex transportation projects. This included \$300 million design sequencing project on I-215 to add HOV lanes and new freeway to freeway connectors, \$26 million SR-60 inside widening project.

*\*Work performed at previous firm.*

## Gabriel Rodriguez, PE

Proposed Role: Roadway Lead



<p><b>SPECIALTY EXPERIENCE</b></p> <ul style="list-style-type: none"> <li>• roadway improvements</li> <li>• storm drain improvements</li> </ul>	<p><b>SCOPE TECHNICAL AREA EXPERTISE</b></p> <ul style="list-style-type: none"> <li>• roadway/storm drain design</li> <li>• quality control reviews</li> <li>• constructability reviews</li> <li>• specification writing</li> <li>• cost estimating</li> </ul>	<p><b>22+</b> years of experience</p>
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### Professional Registrations

- P.E. – CA (69948)

### Education + Training

- B.S., Civil Engineering, California Polytechnic State University at Pomona, 2001

### Affiliations + Memberships

- Member, Professional Engineer: CA

Gabriel Rodriguez has more than 22 years of civil engineering experience in the management, design, and construction of transportation and public infrastructure projects. His project experience includes bike and pedestrian trails, street improvements, drainage facilities, infrastructure, utilities, and grade separations. He has executed projects from preliminary engineering and alternative analysis through final design and construction management.

### Project Experience

#### \*Jamboree Road Widening, for City of Irvine, Irvine, CA

Gabriel served as project manager for the Jamboree Road Widening project and was responsible for leading the project design team which included roadway, traffic, utility coordination, landscape, survey, environmental, and geotechnical. The project, located in the city of Irvine, proposed to expand Jamboree Road from an 8-lane arterial to a 10-lane arterial with a Class II bike lane for approximately 1.5 miles between Barranca Parkway and the north side of I-405. The design and environmental effort included preliminary engineering, alternative analysis, environmental report, project study, and final plans, specifications and estimates.

#### \*Ranchero Road Corridor Improvements, for City of Hesperia, Hesperia, CA

Gabriel served as project manager for the Ranchero Road Corridor Improvement project for the City of Hesperia. Once constructed, the proposed improvements will provide capacity for future growth on the east side of the City as well improved access to a new interchange at Interstate 15. The project included the design of approximately five miles of road improvements, two major multi-barrel culvert crossing extensions as well as the approval of a Construction and Maintenance agreement for an at-grade UPRR crossing. Gabriel led the design team that worked with the City of Hesperia, County of San Bernardino, the local water purveyor, and UPRR to facilitate approval of the final plans, specifications and estimate (PS&E).

*\*Work performed at previous firm.*

**Gabriel Rodriguez, PE – Continued**

Proposed Role: Roadway Lead

**\*Avenue 52 & Grapefruit Grade Separation, for City of Coachella, Coachella, CA, USA**

Gabriel served as project manager for the Avenue 52 and Grapefruit Boulevard Grade Separation project in the City of Coachella. The project provided a grade separation at Avenue 52 and the Union Pacific Railroad (UPRR) line which will provide better access between the west and east sides of the City as well as more efficient mobility for emergency vehicles. Funding for this project included \$10 million of TCIF funding which was required to be allocated by the end of 2013. Gabriel led the coordination effort with Caltrans Local Assistance and Riverside County Transportation Commission (RCTC) to gain California Transportation Commission (CTC) and E-76 approval. Gabriel also led the design team which finalized the plans, specifications and estimate and secured agreements with UPRR, Coachella Valley Water District, Imperial Irrigation District, and Verizon/MCI. Construction completion is scheduled for November 2015.

**\*Rancho Vista Grade Separation, Palmdale, CA**

Gabriel served as project manager in the early stage of the Rancho Vista Grade Separation project and was responsible for leading the project design team which included roadway, structures, traffic, survey, and geotechnical. The project, located in the City of Palmdale, will provide an overhead grade separation structure on Rancho Vista Boulevard which will span Sierra Highway as well as existing and future UPRR, Metro, and California High Speed Rail mainline tracks. The project proposes to construct a new eight-lane grade separation structure to improve safety and traffic movement at the rail road crossing as well as 4.5 miles of local roadway improvements to provide connectivity and access to existing parcels adjacent to the project.

**\*Bryant Street Storm Drain and Street Improvements, for Riverside County, Wildomar, CA**

On behalf of Riverside County EDA, Gabriel served as project manager and was responsible for the oversight of the storm drain and street improvement design as well as the construction management efforts. The project included 4,400–feet of 30-inch storm drain pipe and 1,100–feet of street improvements. Gabriel assisted the EDA with the bid process and managed the construction management contract as well as facilitated construction meetings and provided quality control of construction management documentation.

**\*Butterfield Stage Road and Murrieta Hot Springs Extension, for City of Temecula, Temecula, CA**

Gabriel served as project engineer on the extension of Butterfield Stage Road and Murrieta Hot Springs Road. The project located adjacent to wine Country in the City of Temecula provided a growing residential area with direct access to Rancho California Road and ultimately Interstate 15. The project includes 3 miles of roadway improvements, 2 miles of new storm drain and roadway culvert infrastructure and 2 precast bridges for the channel crossings for Long Valley Wash and Santa Gertrudis Creek. Gabriel was responsible for leading the design of the street and storm drain improvements as well as performing the hydrology and hydraulic analysis for the project. Due to the location of the project, several governing agencies required plan approval including the City of Temecula, Riverside County Transportation, and Riverside County Flood Control.

*\*Work performed at previous firm.*

## Ben Hashemloo, PE., PTOE

Proposed Role: Traffic Control



SPECIALTY EXPERIENCE	SCOPE TECHNICAL AREA EXPERTISE	15+ years of experience
<ul style="list-style-type: none"> <li>• traffic impact study</li> <li>• traffic network simulation</li> <li>• active transportation analysis</li> <li>• construction traffic management</li> <li>• traffic safety + collision analysis</li> <li>• traffic signal operation + optimization</li> <li>• transportation planning + demand forecasting</li> </ul>	<ul style="list-style-type: none"> <li>• project management</li> <li>• data review and field investigation</li> <li>• construction staging</li> <li>• traffic operation analysis</li> <li>• multi-use trail study</li> </ul>	

### Professional Registrations

- P.E. – NV (Civil, 026949)
- P.Eng. – ON
- PTOE – ON
- MTO – RAQS

### Education + Training

- Master of Applied Science, Transportation Engineering, University of Waterloo, 2008
- Master of Applied Science, Highway Engineering, Sharif University, Tehran, Iran, 1998
- Bachelor of Civil Engineering, K.N.T University, Tehran, Iran, 1992

### Affiliations + Memberships

- Member, Professional Engineer, CA
- Member, Professional Engineers, Ontario
- Member, Professional Traffic Operations Engineer, Professional Certificate Board

Ben is a Professional Engineer with more than 15 years of experience in transportation engineering. He served as project manager and lead engineer for traffic and transportation projects in California and Canada. His specialties include active transportation analysis, traffic network simulation and modeling, traffic impact studies, traffic signal operation, construction traffic management and project management. He possesses working knowledge of software such as Synchro, SimTraffic, HCS, VISSIM, Aimsun, Manifold, TransCAD, AutoCAD.

Ben’s working experience also includes traffic demand forecasts, Environmental Assessments (EA), traffic safety, and construction staging.

### Project Experience

#### Seal Beach Engineering On-Call Services, Seal Beach, CA

Traffic + Transportation Engineer. EXP is providing engineering services that include plans, technical specifications and estimates, bid support, construction management, survey, geotechnical, community outreach, public/private development plans, processing required permits and agreements, hydrology and hydraulic analysis, water and sewers studies, National Pollutant Discharge Elimination System (NPDES), Water Quality Management Plan (WQMP), Storm Water Pollution Prevention Plans (SWPPP), Grant Writing and Coastal Commissioning coordination. EXP recently developed plans, technical specifications and estimates for the Annual Paving Program and was instrumental in providing the IFB package on schedule for the City’s procurement of a contractor.

#### Range Road Sidewalk Pedestrian Signal Improvement, City of Pittsburg, CA

Project Manager to revise pedestrian traffic signal and controller at the intersection of Range Road and W Leland Road in the City of Pittsburg. The CADD drawing was provided to include new changes. A specification and cost estimate were prepared for bid support.

#### Fruitvale and Allendale Intersection Improvement, City of Saratoga, CA

Project Manager to study existing and proposed design layout for the

\*Work performed at previous firm.

**Ben Hashemloo, PE., PTOE – Continued**

Proposed Role: Traffic Control

intersection of Fruitvale Avenue and Allendale Avenue to provide traffic signal design, control stripping and signing plans, and prepare specifications and cost estimates. The presence of a middle school adjacent to the intersection has raised safety concerns for students crossing the intersection. The intersection geometry was improved and signal plans, pavement marking and striping, and signing were updated.

**SBCTA I-215 Bi-County Landscaping PA&ED and PA&E, San Bernardino County, CA**

Traffic lead to analyze traffic condition and prepare traffic management plans during landscape construction. This 5-mile long corridor is located from the San Bernardino County and Riverside County line to Orange Show Road in the City of San Bernardino and will provide a themed landscape transition along the I-215. The transportation management plan will include proposed lane/shoulder closure and is required to protect the safety of road users and construction crew. Signing, striping and detour plans will be provided as required.

**Sir John A. Macdonald Parkway Traffic Signals Preliminary Design, City of Ottawa, ON, Canada**

Preliminary design of two new traffic signals on National Capital Commission parkway. One accommodated a relocated parking facility and the other a major new at grade pedestrian crossing and cyclist cross-ride. The access to the parking lot was a two-stage stop-control intersection with an insufficient turning gap and potential safety concern. A signal was at the intersection. The at grade pedestrian crossing included two lanes for pedestrians and two lanes for cyclists. A Ped signal was proposed at this location as well.

**Burnhamthorpe Watermain Project, Region of Peel, ON, Canada**

Lead engineer to examine the construction impacts on the existing transportation network and key intersections within the study area. The Synchro model was developed to perform analysis based on the construction plan and deficiencies were identified. Remedial actions were developed and provided to the Region. transportation management plans and traffic control plans were prepared for each contract separately. Synchro software was used to evaluate existing traffic condition and estimate horizon year LOS, queue and delay to identify deficiencies and recommend solutions to address congestions and unacceptable delays.

**West Brampton Watermain Project, City of Brampton, ON, Canada**

Lead modeler to review and examine the impacts of watermain construction on the existing transportation network in the study area. Synchro analysis package was utilized to evaluate proposed construction plan and to identify deficiencies. Construction transportation management plans and traffic control plans were prepared for each contract separately along the study corridor. Ben was responsible to coordinate with inspectors and project team to address concerns and revise analysis.

**\*Toronto Transit Commission – Finch Ave. Light Rail Transit, Operational Performance Reviews, Toronto, ON, Canada**

Conducted a detailed analysis of a transit corridor with LRT lane. Traffic volume and capacity information was reviewed for the existing and after the LRT lane implementation network. Microsimulation platform was used to model LRT system and its effects on the existing traffic network. Identified potential for operational improvements and developed countermeasures for potential implementation to address queuing and deficiencies and prepared engineering reports.

*\*Work performed at previous firm.*

## Byron Danley, SE, PE

Proposed Role: Structural Lead



SPECIALTY EXPERIENCE	SCOPE TECHNICAL AREA EXPERTISE
<ul style="list-style-type: none"> <li>• structural analysis</li> <li>• structural design</li> <li>• structural inspection + rating</li> <li>• foundation analysis</li> </ul>	<ul style="list-style-type: none"> <li>• structural analysis</li> <li>• structural design</li> <li>• foundation analysis</li> <li>• drainage improvements</li> <li>• construction feasibility</li> <li>• cost estimating</li> </ul>

**35+**  
years of experience

### Professional Registrations

- P.E. – CA (No. 6310), IL, FL, MI, MO, Guam
- Structural Engineer: IL

### Education + Training

- M.S. Structural Engineering, University of Illinois, 1985
- B.S. Structural Engineering, University of Illinois, 1982

### Affiliations + Memberships

- Member, Professional Engineer: IL, CA, FL, MI, MO, Guam
- IRTBA, Chicago Transit & Freight Rail Committee, Member, 2016

Byron Danley has more than 35 years of experience. He has served as lead structural engineer for various transportation and drainage improvement projects in Illinois, Wisconsin, Michigan and Florida. His expertise includes structural analysis, structural design, structural inspections, structural ratings and construction engineering and inspection. He has hands on experience preparing designs as well as managing large teams of structural engineers and multi-disciplined engineering teams as project manager for major transportation and drainage improvement projects. He has provided these services to state and local Departments of Transportation, Toll Authorities, Drainage Districts, Departments of Water Resources, Forest Preserve Districts, and Water Management Districts.

### Project Experience

#### Yorkville Dam, Illinois Department of Water Resources

Project Manager for design of major reconfiguration of Yorkville dam on the Fox River in Yorkville Illinois. Design eliminated majors safety hazard creating a drowning hazard on the downstream side of the dam. Design also included first-in-its-kind canoe bypass with rapids challenge and fish ladder to permit upstream migration for spawning.

#### US45/US30 Roadway and Drainage Improvements, Illinois Department of Transportation

Department Manager for multidisciplined team for design of major intersection and roadway improvements for two SRAs. Project included 1,500 feet of triple-box culvert with specialty designed junction chamber within the footprint of the intersection.

#### Elgin-O’Hare Expressway, Illinois Tollway, 2019

Quality control and structural review for new bridge structures for new Toll facility spanning major detention structure owned and operated by Metropolitan Water Reclamation District in Elk Grove Village, Illinois,

\*Work performed at previous firm.

**Byron Danley, SE, PE – Continued**

Proposed Role: Structural Lead

**Devil's Creek Bridge, Southwest Florida Water Management District, FL**

Design and detailing for replacement bridge structure crossing Devil's Creek in the Green Swamp Wildlife Management Area.

**IDOT, Illinois 104 over the Illinois River, Meredosia, IL, USA**

Project Principal for Phase I study and Phase II design engineering for the replacement of the existing IL-104 Bridge over the Illinois River. The proposed improvements include the construction of a new 2,130-foot-long bridge, new roadway approaches on new alignments, and the reconstruction/resurfacing of existing IL-104 from IL-99 to US-67. The new bridge includes a 590-foot tied-arch span and nine plate girder approach spans. This project received the IDOT Award for Exceptional Consulting Engineering Service (Rural Highway category), 2015.

**IDOT, US 20 over McLean Boulevard Interchange, Elgin, IL**

Project Principal for Phase II design engineering services for complete reconstruction of 1.33 miles of US 20, 0.6 mile of McLean Boulevard and replacing the existing diamond interchange with an at-grade Single Point Urban Interchange (SPUI). The unique feature of the project is new long-span bridge spanning above the at-grade SPUI.

**Illinois Tollway, I-355 Extension over the Des Plaines River Valley, Lemont, IL, USA**

EXP was commissioned by the Illinois State Toll Highway Authority to investigate all possible bridge options for the proposed I-355 South Extension crossing of the Des Plaines River Valley. The study phase concluded in the selection of concrete-girder and steel-girder alternates for the 6,600-ft. long twin structures 100 feet above the valley floor.

*\*Work performed at previous firm.*

## Sandra Homola, PE, CFM, LEED AP

Proposed Role: Drainage Design



SPECIALTY EXPERIENCE	SCOPE TECHNICAL AREA EXPERTISE	19+ years of experience
<ul style="list-style-type: none"> <li>• hydrology</li> <li>• hydraulics</li> <li>• transportation drainage design</li> <li>• storm sewer design</li> <li>• stormwater control facilities</li> <li>• water quality facilities</li> <li>• floodplain management</li> </ul>	<ul style="list-style-type: none"> <li>• storm sewer + culvert design</li> <li>• hydrology</li> <li>• hydraulics</li> <li>• stormwater permitting</li> <li>• erosion control</li> <li>• SWPP preparation</li> </ul>	

### Professional Registrations

- P.E. – IL (No. 062-058329)
- Certified Floodplain Manager: IL
- LEED Accredited Professional

### Education + Training

- B.S., Chemical Engineering, University of Michigan, Ann Arbor, MI, 1999

### Affiliations + Memberships

- American Council of Engineering Companies Illinois (ACEC-IL), Illinois Department of Natural Resources Committee, 2014-present
- American Society of Civil Engineers (ASCE)
- Director, IL Section ASCE
- Environmental and Water Resources Institute (EWRI), National Member
- Environmental and Water Resources Institute (EWRI), Board Member for Chicago Chapter, 2009- 2014
- Illinois Association for Floodplain and Stormwater Management (IAFSM)
- Women in Transportation Seminar (WTS)

Sandra Homola brings more than 19 years of experience as a Water Resource Engineer. Her experience includes the preparation of complex hydrologic and hydraulic analyses (including use of HEC-RAS, HEC-HMS, TR-20, HEC-1, HEC-2, PondPack, XP SWMM, XP STORM, TR-55, HydroFlow, Geopak Drainage, and GIS) associated with watershed studies, site development floodplain analysis and stormwater management, drainage assessments and improvements, ecological restoration, design of best management practices for water quality, and sustainable site design. Sandra also has a strong understanding of federal, state, and local stormwater and floodplain permitting.

### Project Experience

#### IDOT, IL 104 over Illinois River, Meredosia, IL, USA

Lead Project Drainage Engineer for the replacement of the existing IL 104 Bridge over the Illinois River. EXP provided Phase I study and Phase II design engineering services for a new \$75M, 2,125-foot-long bridge spanning the Illinois River and approximately two miles of new roadway to connect IL Route 104 to the new bridge. EXP completed detailed drainage design for the proposed roadway improvement. Working in close coordination with town officials, EXP integrated the revised river crossing within the downtown street grid, which required the design and construction of a pump station to discharge flood waters to the river. In addition, the pump station was combined with an underground retention chamber for peak flow periods. EXP also prepared two (2) Hydraulic Reports for the proposed IL 104 crossings over McGee Creek and the Illinois River and a Pump Station Hydraulic Report for a new pump station. Analysis of the Creek and River Crossings included complex hydraulic modeling using HEC-RAS and detailed scour analyses of the new bridges. All Hydraulic Reports were approved by IDOT and Phase II design is complete, with the bridge currently under construction.

#### IDOT, US Route 67 Expressway Bypass, Beardstown, IL, USA

Drainage QA/QC for Phase II design engineering services for a four-lane Expressway Bypass, which will include 6 miles of roadway construction, new full-access diamond interchanges at Illinois Route 125 and at Illinois Route 100/103, and a new four-lane bridge over the Illinois River and

**Sandra Homola, PE, CFM, LEED AP – Continued****Proposed Role: Drainage Design**

Curry Lake. Detailed hydraulic and scour analyses were completed for the Illinois River crossing. The proposed profile will be elevated approximately 20' to 30' above the existing grade to construct the expressway three-feet above the 50-year flood level in non-levee protected areas and one-foot above the 100-year flood level in levee protected areas.

**Village of Franklin Park, Franklin Avenue Improvements, Franklin Park, IL, USA**

Lead Drainage Engineer for EXP's team performing preliminary and design engineering services for improvements to Franklin Avenue from Mannheim Road to Runge Street. The existing roadway is two lanes. It is envisioned that the typical section would be improved to five lanes (two-way, 2-lane traffic with a bi-directional turn lane/median) with potential improvements to six intersections (two of which are signalized) and three at-grade railroad crossings.

**Illinois Tollway, Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange, Cook + DuPage Counties, IL, USA**

Project Drainage Lead for Phase II design of improvements to the Elgin-O'Hare Western Access (EOWA)/I-90 System Interchange. Improvements will consist of construction of new lanes for the Elgin O'Hare Western Access between I-294 and I-90, and system interchange construction at I-90. The project limits are from north of Touhy Avenue to I-90 and include the Western Access Ramp over I-90 and the Western Access Bridge over the MWRD Touhy Avenue Basins and Higgins Creek. Drainage work included the preparation of drainage plans, details and specifications; design of a suspended storm sewer system to carry water of the bridge; design of stormwater detention and water quality facilities; design and consideration of both temporary and permanent compensatory storage needs for construction activities and bridge piers to be placed within the MWRD basins; analyses of both steady and unsteady flow hydraulic models of Higgins Creek; and preparation of a hydraulic report.

**Illinois Tollway, Tri-State Tollway (I-294) Master Plan + Advanced Engineering from 95th Street to Cermak Road, Cook + DuPage Counties, IL**

Drainage Lead. As part of a team with TranSystems, EXP performed master planning and advance engineering studies for a 12-mile portion of the Central Tri-State Tollway (I-294) for the eventual reconstruction and capacity improvement to this more than 50-year-old facility. Sandra led EXP's drainage team. EXP was the drainage lead for the project and managed the preparation of Pre-Concept and Concept Drainage Reports including existing drainage plans, analysis of the floodplains for both Flagg Creek and Salt Creek, analysis of 3 bridge crossings and 21 major culvert crossings, analysis of existing stormwater outlets as well as storage facilities and control structures, and proposed drainage plans including redesign of the Tollway's stormwater system, plans to address local stormwater and flooding issues, and design of detention basins, compensatory storage volumes, as well as BMPs for stormwater quality. The project included coordination with MWRD.

**Illinois Tollway Elgin-O'Hare Western Access, Advance Drainage Contract, Bensenville, IL**

Project Drainage Engineer for design of drainage systems for both the EOWA main line and Frontage Road. Improvements to be constructed as part of the Advance Drainage Contract will be performed along Thorndale Avenue (just south of the eastbound lanes) between IL 83 and the Willow Creek South Tributary in DuPage County. The project consists of the advance construction of two separate storm sewer systems, one will serve the future Elgin O'Hare mainline and the other will serve the future South Frontage Road. EXP's work included the design of the storm sewer systems, a stormwater detention facility with a water quality component, site BMPs, and soil erosion and sediment control plans. The Frontage Road storm sewer will outlet at the Willow Creek South Tributary, requiring fill within the floodway of Willow Creek and minor wetland impacts. EXP provided coordination and permitting for stormwater and floodway and wetland impacts through DuPage County Stormwater Management, the Illinois Department of Natural Resources – Office of Water Resources, and the US Army Corps of Engineers.

## Sampath Goolla, P.E, LEED, AP

Proposed Role: UPRR Coordination



<p><b>SPECIALTY EXPERIENCE</b></p> <ul style="list-style-type: none"> <li>• railroad project management</li> <li>• railroad operations</li> <li>• FRA/FTA</li> <li>• experience working with freight/commuter rail</li> </ul>	<p><b>SCOPE TECHNICAL AREA EXPERTISE</b></p> <ul style="list-style-type: none"> <li>• city coordination</li> <li>• UPRR</li> <li>• CPUC GO88</li> <li>• third-party agreements</li> </ul>	<p><b>17+</b> years of experience</p>
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### Professional Registrations

- P.E.– CA (I73885)

### Education + Training

- Master of Engineering, Civil Engineering, Lamar University - Beaumont, 2003
- Bachelor of Engineering, Civil Engineering, Osmania University, 2002

### Affiliations + Memberships

- Member, Professional Engineer: CA
- Member, American Society of Civil Engineers (ASCE), 2006-2008

Sampath Goolla brings more than 17 years of expertise in the design and Project management of infrastructure projects. Project experience includes the planning, design, and management of large transportation projects in Transit systems and Highway Projects. Sampath has experience in design-build and design-bid-build delivery methods, Construction management, Program management, Strong Transit experience with various Agencies, FTA/FRA process, EIR/EIS, Transportation regulations, UPRR ,BNSF railroads ,CPUC , Funding approaches, knowledge of systems engineering, risk assessment, BIM, Business development and change orders.

### Project Experience

#### \*BART GEC, Various Task Orders, San Francisco Bay Area, CA, USA

Sampath served as a Project Manager for a 34.5 KV and FO replacement - C line Rockridge to Lafayette. Some of his duties included: management of sub-consultants, and coordination with Caltrans and various cities along the C line from Oakland, Lafayette and Orinda. Sampath also served as the Deputy Program Manager responsible for managing various sub-consultants and design for Traction Power Replacement (25 sub stations), A-line seismic retrofit and Caldecott creep repair.

#### \* BART Silicon Valley Berryessa Extension (SVBX) Design-Build Project – Santa Clara Valley Transit Authority (VTA), Milpitas, CA, USA

Sampath served as the Deputy District Director for Program/Project Management ultimately responsible for the delivery of the District’s capital program, which included over \$1.5B of transportation improvement projects in Riverside and San Bernardino Counties. He directly supervised a team of 18 project managers and supervisors and their staff of approximately 50 professionals. He was able to assemble well-functioning project development teams that delivered projects and completed through ongoing coordination and consensus building with local cities, regional transportation planning agencies, FHWA, stakeholders, and other state and federal regulatory agencies.

\*Work performed at previous firm.

**Sampath Golla, P.E, LEED, AP – Continued**

Proposed Role: UPRR Coordination

**\*California High-Speed Rail Authority (CHSRA), California High-Speed Rail (CP#1), Fresno, CA, USA**

Sampath served as the Guideway Manager and Engineer of Record for the first segment of this \$1 billion design-build project. . Sampath’s team served as the Guideway manager for the initial 29-mile alignment in the Central Valley that begins in Madera and ends just south of Fresno. This predominantly civil infrastructure project included 27-grade separations, a 250-foot-long jacked box tunnel, 3.4 miles of aerial structures, a major river crossing over the San Joaquin River, and 2.7 miles of the trench.

Sampath managed and delivered three Shoofly for UPRR Mainline California high-speed rail including GO88 applications for all grade separations in addition to mainline design of High speed rail .UPRR shooflies include UPRR Downtown, Westside Wye and Herndon – in Fresno, enabling the construction of four grade separations of Union Pacific Railroad (UPRR) mainline tracks, for the California High-Speed Rail Authority’s CPI segment. Since 2012 advancing the shoofly designs from alternatives analysis and concepts to 100% submittals to the Railroads. Sampath experience includes grade separations for UPRR ,BNSF and coordinating with Railroads see below for a list of mainline, and grade separation projects. | 2012-2018

- **UPRR Mainline**

- Herdon Shoofly Herdon Avenue, Fresno, CA
- Westside Shoofly, Fresno, CA
- Fresno Downtown Shoofly, Fresno, CA

- **UPRR Grade Separation Projects (2012-2018) CPUC GO 88**

- Herdon Avenue, Fresno, CA
- MCKinley Avenue, Fresno, CA
- Olive Avenue, Fresno, CA
- Fresno Street, Fresno, CA
- Tulare street, Fresno, CA
- Ventura Street, Fresno, CA
- Kato Road Grade Separation, Fremont, CA (2015-2017)
- Dixon Landing Grade Separation, Milpitas, CA (2015-2017)
- Main Street UPRR Bridge Replacement, Houston, Texas (2009-2010)

- **BNSF Grade Separation Projects (2012-2018) GO 88**

- Avenue 12 Grade Separation, Madera, CA
- Avenue 15 Grade Separation, Madera, CA
- Road 27-Grade Separation, Madera, CA

*\*Work performed at previous firm.*

## Shubhee Saxena

Proposed Role: Hydrology + Hydraulics



SPECIALTY EXPERIENCE	SCOPE TECHNICAL AREA EXPERTISE	3+ years of experience
<ul style="list-style-type: none"> <li>hydrology</li> <li>culvert + bridge design + modelling</li> <li>hydraulics</li> <li>pavement drainage design</li> <li>low impact development + urban runoff management</li> <li>flood control facilities</li> <li>storm drain improvement plans</li> </ul>	<ul style="list-style-type: none"> <li>pavement hydraulics</li> <li>culvert + bridge design + modelling</li> <li>hydraulics</li> <li>hydrology</li> <li>water resources planning + management</li> <li>low impact development + urban runoff management</li> <li>stormwater permitting plans</li> </ul>	

### Education + Training

- MS, Civil and Environmental Engineering, University of California, Irvine, 2018
- BS, Civil Engineering, Barkatullah University, Bhopal, 2015

### Affiliations + Memberships

- Member, American Water Resources Association (AWRA)
- Member, American Society of Civil Engineers (ASCE)

Shubhee Saxena has 3+ years of civil and environmental engineering experience in the areas of hydrology, hydraulics and water resources engineering and planning. Her experience includes hydrologic and hydraulic modeling, storm water management, 2D modeling, river modeling, culvert and bridge design, drainage design, flood control design, water resources modelling and planning, water demand and supply imbalances with climate change, water data analysis and visualization, quality assurance/quality control (QA/QC) and client correspondence.

Shubhee is experienced in water resources modelling, integrated resources planning and design. She brings working knowledge of software such as AutoCAD, InfoWater and InfoSewer, HEC-RAS, HEC HMS, ArcGIS, CalSim2 and CalSim3, and SALMOD. She is also knowledgeable in the required frequencies of stormwater quality and required stormwater permits and planning. Shubhee understands environmental considerations, including storm water pollution prevention plan compliance.

### Project Experience

#### Community Development Block Grant (CDBG) Street Improvements, City of Hesperia, CA

Water Resources Engineer. The City of Hesperia is focusing on realigning Peach Avenue between Centennial Street and Hinton Street on Peach Avenue where it crosses the Antelope Valley Wash. The project consists of realigning and raising the roadway profile over the Antelope Valley Wash with reinforced concrete boxes (RCBs) culvert, with new asphalt concrete pavement. It proposed to flatten horizontal curve radius, lengthening vertical curve, remove some trees to enhance sight distances, hence improving safety. It also includes golf course and irrigation modifications. The project would also improve public safety and mobility by constructing RCBs culvert spanning over the Antelope Valley Wash, replacing the existing low water crossing and eliminating flood-related hazards during inclement weather events. The City is planning to utilize

\*Work performed at previous firm.

**Shubhee Saxena** – *Continued*

Proposed Role: Hydrology + Hydraulics

Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD). The project is anticipated to be constructed in spring 2021 under the CDBG Program fiscal year 2020-21. Shubhee is the water resources engineer and is responsible for hydraulic modeling, storm water management, 2D modeling, river modeling, culver and bridge design, drainage design, flood control design, quality assurance/quality control (QA/QC).

**\*American River Basin Study, U.S. Department of the Interior, Bureau of Reclamation (Reclamation) and Cost Share Partners, CA**

Associate Water Resources Engineer. Reclamation in cooperation with its cost share partners is completing a comprehensive water study that will help inform water management in the Central Valley Project. The American River Basin Study includes the development of detailed hydrologic analysis and models for the basin, which will include consideration of the impacts of climate change. It will also leverage existing stakeholder groups to identify and evaluate adaptation strategies specific to the American River Basin. To complete this study, Reclamation is partnering with the Placer County Water Agency, El Dorado County Water Agency, City of Sacramento, City of Roseville, City of Folsom and Regional Water Authority. The basin encompasses 2,140 square miles in California from its headwaters in the Sierra Nevada near Lake Tahoe to the city of Sacramento where it meets the Sacramento River. It is highly populated, and the population is expected to grow 47 percent to nearly 3 million people by 2060. The basin supports salmon and steelhead listed under the Endangered Species Act and provides water to support the Bay-Delta ecosystem. Shubhee acted as the associate water resources engineer and was responsible for water data modeling, analysis and visualization using various water modeling software for supply and demand imbalance assessment in the region due to climate change in the region. She also assisted in client correspondence and stakeholder workshops.

**\*Integrated Resources Plan (IRP) for the Environmental Utilities, the City of Roseville, CA**

Associate Water Resources Engineer. The ongoing IRP addresses challenges of water management for Roseville's economic future and quality of life. The project addresses the external and internal drivers including the stormwater, groundwater, recycled water and surface water of the region that influence water resource sustainability with climate conditions and changing economic patterns. The project focusses on implementing a participatory strategic planning process that leverages available studies and ongoing planning activities. The participatory strategic planning process is a structured long-range planning approach for an organization or a community to develop a shared vision and clear strategy, explaining how they would like their organization or community to develop in the future. The project has four stages: articulating a vision for the future, identifying challenges to achieving the vision, formulating options to overcome the challenges, and developing the implementation strategy and each stage is tailored to address specific needs of Roseville. The plan had various stages focused on themes viz Water Reliability Assessment, Options Identification, Options Evaluation, Implementation Strategy and IRP Preparation. Shubhee acted as the water resources engineer and planner and was responsible for the development, formulation, execution and delivery of the strategy, modules and workshops at each stage. She was also responsible for client correspondence and technical assistance. Shubhee helped in formulation of the technical report of all the steps.

*\*Work performed at previous firm.*

**Shubhee Saxena** – *Continued*

Proposed Role: Hydrology + Hydraulics

**\*Yuba Water Agency groundwater Management Plan, Annual Monitoring and Measuring Report, Yuba Water Agency, CA**

Associate Water Resources Engineer. Yuba Water Agency (Yuba Water) adopted an updated Groundwater Management Plan (GMP) in December 2010 to build on and formalize the historically successful management of the County's groundwater resource. Yuba Water initially developed and adopted a GMP in 2005. The updated GMP reflects conditions in the North and South Yuba groundwater sub basins through spring of 2010 and presents updated lists of basin management objectives and groundwater management actions. Yuba Water publishes an Annual Monitoring and Measurement Report to document progress in implementing the GMP. The Annual Monitoring and Measurement Report is intended to be an informational document that summarizes groundwater basin conditions and management actions during the annual period covered by the Report. Shubhee researched and reviewed the precipitation and hydrological data and updated the report for the year 2019-20. She was responsible for collection, compilation, modelling and analysis of the runoff and precipitation data and storage of groundwater levels. She performed data analysis visualization and updated the report for the year.

**\*Shasta Dam Raise, Environmental Impact Statement, U.S. Department of the Interior, Bureau of Reclamation (Reclamation)**

Associate Water Resources Engineer. Reclamation is conducting a feasibility study to evaluate the potential effects of alternative plans for enlarging Shasta Dam from 6.5 feet, 12.5 feet, and 18.5 to increase anadromous fish survival, water supply reliability, and opportunities to improve flood damage reduction, water quality, hydropower generation, and recreation. This Environmental Impact Statement (EIS) has been prepared as part of the Shasta Lake Water Resources Investigation (SLWRI) to evaluate the potential physical, biological, cultural, and socioeconomic effects of implementing alternatives to modify the existing Shasta Dam and Reservoir, including taking no action. Shubhee assisted in the water quality assessment and review section of the report. She helped in runoff quality modeling, temperature modeling, fish passage modeling and pH and salinity modeling and data preparation and analysis affecting beneficial uses in the basin.

**\*Combined Sewer System Regulatory Compliance Support Services, City of Sacramento, CA**

Associate Water Resources Engineer. The City is required to complete a comprehensive Water Quality Assessment and to provide extensive reporting for Combined Sewer System (CSS) discharges pursuant to the National Pollutant Discharge Elimination System (NPDES) Permit issued for the operation of the CSS by the Central Valley Regional Water Quality Control Board (RWQCB). Shubhee helped in water quality assessment monitoring laboratory analyses and specific sampling protocols, including toxicity for permit compliance from various treatment facilities and effluent and influent discharge locations.

*\*Work performed at previous firm.*

## Christine Brown, EIT

Proposed Role: Roadway Design



### SPECIALTY EXPERIENCE

- trail design
- roadway design
- intersection improvements
- complete streets
- safe routes to school
- traffic analysis

### SCOPE TECHNICAL AREA EXPERTISE

- roadway
- traffic
- construction management

**5+**  
years of  
experience

### Professional Registrations

- EIT – CA

### Education + Training

- B.S., Civil Engineering, California State Polytechnic University

### Affiliations + Memberships

- Member, Professional Engineer: CA

Christine Brown has more than 5 years of civil engineering experience servicing as deputy project manager, task lead, and project engineer for various public improvement projects throughout California.

Her specialties include geometric design and corridor modeling of trail, roadway, and railway corridors, grading, drainage, wet utilities, intersection improvement including ADA curb ramps, Complete Streets projects, Safe Routes to School projects, and traffic analysis. She is proficient in AutoCAD/Civil 3D, Microstation, InRoads, InfraWorks, SketchUp, and PTV Vissim.

### Project Experience

#### City of Palmdale, Avenue M Street Improvements, Palmdale and Lancaster, CA

The City of Palmdale is proposing to improve Avenue M from 3rd Street East to 5th Street East. The improvements include widening the existing roadway 38' to the south, improving the reclaimed water system, and developing traffic signal plans. As part of the roadway design team, Christine was responsible for refining the street improvement design as well as assisting with the design of the proposed reclaimed water improvements. Professional services are ongoing.

#### City of Los Angeles, Soto Street Widening (LABOE), Los Angeles, CA

The City of Los Angeles is looking to widen Soto Street from two lanes to four, from Multnomah Street north to Mission Road to relieve traffic congestion and improve safety by implementing a retaining wall to help keep hillside debris off the roadway. The project will tie into the Soto Street / Mission Road bridge removal and street improvement project to the north, and the Soto Street / Valley Boulevard bridge widening project to the south. It will include a wider sidewalk along with Class IV bicycle lanes and will greatly improve vehicular and bicycle mobility throughout the corridor. Christine served as the Deputy Project Manager and was responsible for managing the design schedule and sub-consultants, along with serving as the main point-of-contact with LA BOE. Christine also

**Christine Brown, EIT – Continued**

Proposed Role: Roadway Design

served as the Roadway Task Lead / Project Designer and was responsible for the discipline design budget as well as the final design of the roadway widening and civil improvements including the geometric layout, grading, drainage, and intersection improvements.

**City of Lancaster, Trevor Avenue Widening, Lancaster, CA**

The City of Lancaster proposed to widen Trevor Avenue from the intersection with Avenue H to approximately 950’ south. The project aims to widening the existing street to 64’ with an additional 14’ sidewalk on each side and includes water and sewer improvements, street light improvements, traffic control, and signing and striping. As part of the roadway design team, Christine was responsible for refining the street improvement design as well as assisting with the design of the proposed water improvements.

**City of Los Angeles, Century Boulevard, Jordan Downs Redevelopment, Los Angeles, CA**

The City of Los Angeles proposed the extension of Century Boulevard from Grape Street to Alameda Street for a distance of approximately 2,600 feet as part of the Jordan Downs Redevelopment Project. Century Boulevard was underdeveloped in this area and required preparation of new street improvement plan and profile drawings, sewer plans, water plans, street light plans, traffic signal plans, signing and striping plans, storm drain improvement plans, planting and irrigation plans, dry utility plans, and incorporation of “green” elements and structures. As part of the roadway design team, Christine was responsible for portions of the design of the roadway extension, intersections, ADA curb ramps, drainage, and wet utilities along with direct coordination between the City, LA DWP, and the State Resources Control Water Board.

**Parakh Jaiswal, EIT**

Proposed Role: Stormwater Quality

**SPECIALTY EXPERIENCE**

- hydrology
- hydraulics
- storm water

**SCOPE TECHNICAL AREA EXPERTISE**

- hydrology
- hydraulics
- storm water

**< 1**  
year of  
experience

**Professional Registrations**

- EIT – CA (Civil, 170158)

**Education + Training**

- M.S., Civil Engineering, Water Resources, University of California, 2019
- B.S., Civil Engineering, Galgotias College of Engineering and Technology, India, 2016

**Affiliations + Memberships**

- Member, Professional Engineer: CA

Parakh served as engineer for drainage and transportation projects in California. Specializes in hydrology and water resources. She is well versed with hydrology, groundwater hydrology, flow in unsaturated porous media, watershed modelling, hydrologic computational modelling, wavelets in hydrology, and merging models and data. She possesses working knowledge of software such ArcGIS, SWMM, PCSWMM, Sewer GEMS, HEC-HMS, HEC-RAS, MIKE-SHE and MicroStation.

**Project Experience****I-40 Regrade Median Cross Slope, Barstow, CA**

Parakh is responsible for the drainage analysis of over 15 culverts that would be extended to accommodate the proposed fill in the median. The I-40 Regrade Project is to re-grade the existing median cross slope within the clear recovery zone (CRZ) to 10:1 or flatter to reduce the severity and the number of run-off-the road accidents in the median on Interstate 40 from 1.4 miles east of Fort Cady Road (PM R25.0) to Crucero Road (PM R50.0) near Barstow, in San Bernardino County. This project is multi-phased that covers both PA/ED and PS&E phase.

**Diaz Road Expansion, Temecula, CA**

The Diaz Road Expansion Project proposes to improve Diaz Road as necessary to meet the classification requirements of Major Arterial (4 Lanes Divided), City Standard No. 101, approximately between Cherry Street and Rancho California Road. The approximate 2.2 mile segment will be improved on its current horizontal alignment and as depicted in the City's General Plan. Parakh is responsible for the hydrology, stormwater analysis and BMPs for the project.

**Caltrans 12A1756 SR-1 Projects: EA 0P5900: Traffic Signal Upgrades, Newport Beach, Huntington Beach, Seal Beach, CA and EA 0P6800: Pavement Rehabilitation, Huntington Beach to County Line, CA**

Parakh's responsibility is to prepare the drainage basemaps for the project as well as the Storm Water Drainage Report.

## Parakh Jaiswal, EIT – *Continued*

Proposed Role: Stormwater Quality

- **Traffic Signal Upgrades:** Upgrade Traffic Signal project located on State Route (SR) 1 between Crystal Heights Drive (PM 13.0) and First Street (Post Mile [PM] 33.6), in the cities of Newport Beach, Huntington Beach, and Seal Beach in Orange County (EA 0P6800). The proposed improvements for this location are to remove and replace the existing traffic signals and equipment due to age and serviceability with current Caltrans standard traffic signals and equipment, upgrade the existing curb ramps to the current American with Disability Act (ADA) standard, relocate/adjust the existing drainage facility due to ADA curb ramp improvements, trim the existing median island, and remove the existing pedestrian push button on the median island.
- **Pavement Rehabilitation:** The proposed improvements include a cold-plane and overlay of the existing pavement on SR 1, removing and replacing the existing traffic signal loops detectors within the project limits, upgrading the existing curb ramps to current ADA standards, and restriping the overlay area to the pre-project condition by incorporating current Caltrans striping and delineator standards.

### **SBCTA I-215 Bi-County Landscaping PA&ED and PA&E, San Bernardino County, CA**

Parakh served as an engineer for the I-215 Bi-County Landscape project and was responsible for PA/ED phase Storm Water Drainage Report. This 5.1mile long project will provide a themed landscape transition along the I-215 between the San Bernardino County and Riverside County line and Orange Show Road in the City of San Bernardino. The project will require significant coordination with Caltrans District 8 as well the stakeholder cities of Colton, San Bernardino, and Grand Terrace in order to build consensus and ultimately gain approval of the landscape design and environmental document.

**Lisa Battiato**, CEG, APM, LEED AP

Proposed Role: Geotechnical Lead



**SPECIALTY EXPERIENCE**

- engineering geology
- groundwater pump testing
- stabilization of soils
- dewatering + drainage
- constructability
- agency requirements

**SCOPE TECHNICAL AREA EXPERTISE**

- hydrogeology
- pavement design + repair
- investigation logistics
- geotechnical engineering for large pipeline projects

**23+**  
years of  
experience

**Professional Registrations**

- Certified Engineering Geologist, No. 2316 – CA
- Professional Geologist, No. 7512 – CA

**Education + Training**

- BS, Geology, University of California, Riverside
- Accredited Pavement Manager
- LEED Accredited Professional
- Envision Sustainability Credential
- Geothermal Professional
- OSHA 40-Hour

Ms. Lisa Battiato has more than 23 years of experience providing geologic consulting services throughout California. Her experience encompasses a wide range of projects including transportation and water infrastructure; educational, medical, commercial, and industrial facilities; mixed-use and multi-family residential developments; and other large-scale land developments. Her technical expertise includes: seismic hazard analyses; subsurface fault, landslide, liquefaction, and geotechnical investigations and assessments; geologic mapping; pavement distress mitigation; geotechnical services during utility installation and roadway construction; geologic evaluations of levee stability; project management services for large, hillside grading projects; and supervision of materials testing services during construction. Ms. Battiato has been actively involved in determining methods and designs necessary for slope stabilization, seepage, mitigation of collapsible soils, induced soil settlement, expansive soils, subsurface dewatering, and drainage.

**Project Experience**

**RCFC & WCD, On-Call Geotechnical Engineering & Ancillary Services, Riverside, CA**

As the project manager for Geocon’s on-call geotechnical engineering services contract, Ms. Battiato is responsible for developing the scopes of work for geotechnical investigations and laboratory testing programs, performing quality control oversight of testing and inspection services, and authoring reports and letters. Geocon has performed inspection and testing services for several RCFC & WCD projects including: Arroyo Del Toro Channel Stage 1; Romoland MDP Line A, Stage 3; San Jacinto MDP Line C, Stage 2, Lines C4, C5 and B. In addition, Geocon performed percolation and infiltration testing for two sand filter infiltration basins.

**Elsinore Valley Municipal Water District, Soils & Materials Testing for Various Capital Improvement Projects, Southwestern Riverside County, CA**

Ms. Battiato was the project manager for testing and inspection services performed for five capital improvement projects for the EVMWD. The projects included the Water Main Replacement Project, Extending

**Lisa Battiato**, CEG, APM, LEED AP – *Continued*

Proposed Role: Geotechnical Lead

Recycled Water to Five Sites Project, Valve Replacement Project, AMR Water Meter Replacement Project, and Water Pressure Zone Interconnection Project. Ms. Battiato provided project management services and quality control oversight of laboratory testing and inspection and testing services.

#### **Foothill Reservoir and Brinton Booster Station, Banning, CA**

Geocon performed a geotechnical investigation for design of Foothill Reservoir, a 3.5 MG reservoir tank located north west of Mountain Avenue and the associated Brinton Booster Station located on a City owned property east of Mountain Avenue. Geocon excavated small diameter geotechnical borings to depths up to 75 feet. Geocon worked with the City to identify subsurface utilities in the vicinity of the previously graded booster site. Challenges included the ever-changing scope of the improvements as the client negotiated developer responsibilities with the City. Geocon stayed flexible and was able to address the final proposed improvements appropriately.

#### **Non-Potable Watermain, Banning, CA**

Geocon performed a geotechnical investigation for several non-potable water system improvements south of Interstate 10 in Banning, California. The proposed improvements include a well site with associated reservoir tank, a booster station and water tank reservoir site, a second booster station at a third site and 5 miles of water line. Permitting was performed through Caltrans and the City of Banning. Challenges included the ever-changing scope of the improvements as the client negotiated developer responsibilities with the City. Geocon stayed flexible and was able to address the final proposed improvements appropriately.

#### **Mountain North Reservoir & Foothill Booster Station, Banning, CA**

Geocon performed a geotechnical investigation for design of Mountain North Reservoir, a 3.5 MG reservoir tank located in the northeastern portion of the proposed Atwell Development in Banning, California and the associated Foothill Booster Station located north of Mountain Avenue in the city of Banning. Geocon excavated small diameter geotechnical borings to depths up to 75 feet. Challenges included the seismic evaluation of the reservoir which was located near an active branch of the Banning fault.

#### **Dawson Canyon Reservoir, Temescal Canyon Area of Riverside County, CA**

Geocon was hired to provide geotechnical and materials testing during grading and construction of Dawson Canyon Reservoir in the Temescal Canyon area of Riverside County. Upon initial grading it became apparent that the geotechnical investigation report done by others did not accurately reflect the geotechnical conditions at the site. Geocon jumped in and performed a supplementary geotechnical investigation with additional slope stability analyses in very short order so construction could proceed, and the project schedule could be met.

#### **EMWD, Salt Creek Regional Sewer, Winchester Area, Riverside County, CA**

Geocon performed a geotechnical and hydrologic investigation, pump testing, and geotechnical inspection and testing services during construction of Conestoga Regional Infrastructure Improvements along Salt Creek. Ms. Battiato developed the scope of work of the geotechnical investigation, executed the field exploration program, and authored the geologic portion of the geotechnical report. In addition, she assisted with quality control oversight of geotechnical inspection and testing services performed during construction.

# Brian Calvert

Proposed Role: Environmental Project Director



<p><b>SPECIALTY EXPERIENCE</b></p> <ul style="list-style-type: none"> <li>• agency coordination</li> <li>• Caltrans processes + regulations</li> <li>• southern california focus</li> </ul>	<p><b>SCOPE TECHNICAL AREA EXPERTISE</b></p> <ul style="list-style-type: none"> <li>• project director</li> <li>• CEQA/NEPA expert</li> <li>• complex project management</li> </ul>	<p><b>26+</b> years of experience</p>
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## Professional Registrations

- Registered Professional Archaeologist (RPA), No. 35026105

## Education + Training

- MEP, Master of Environmental Planning, Arizona State University, Arizona, 2000
- BA (Cum Laude), Geography and Regional Science, The George Washington University, Washington, D.C., 1993

## Affiliations + Memberships

- Member, American Planning Association

Brian Calvert is a Senior Managing Director with ICF’s Environment & Planning division in southern California. He has more than 24 years of experience preparing environmental documents and specializes in transportation projects involving the California Department of Transportation (Caltrans); having worked on over more than sixty transportation projects in his career involving Caltrans and the Federal Highway Administration (FHWA) prior to National Environmental Policy Act (NEPA) delegation. Brian’s career has focused nearly exclusively on projects involving Caltrans. Brian has managed ICF’s environmental on-call contract with Riverside County Transportation Commission (RCTC), Caltrans Districts 7, 8, 10, and 12, and the Riverside County Transportation Department (RCTD), where he has proven his ability to deliver projects on schedule and within budget. Brian’s broad experience managing the planning and environmental work for transportation projects gives him a comprehensive knowledge of all relevant resource areas. The environmental documents and reports he has prepared to meet federal (NEPA) and state (California Environmental Quality Act [CEQA]) regulations requires the interpretation and analysis of environmental, social, and cultural data, and the presentation of this information in a clear and concise manner that conforms to established regulations and legislation. Brian is also active in ICF’s environmental education program having been a co-instructor for the annual “Environmental Analysis for Local Agency Transportation Projects” course for southern California Caltrans districts, including District 8, for eight years.

## Project Experience

### **On-Call Environmental Services Contract (Contracts 08A1169, 08A1521, 08A2107, and 08A2597)—Caltrans District 8, Riverside and San Bernardino Counties, CA**

Contract Manager. Brian leads the ICF team to complete a series of environmental task orders related to a variety of roadway improvements in Riverside and San Bernardino Counties. Thus far, more than 60 task orders have been produced under this contract. Document types have

**Brian Calvert** – *Continued***Proposed Role: Environmental Project Director**

included IS/MNDs, IS/EAs, EA/FONSI, EIS/EIRs, community impact assessments, relocation impact documents, water quality studies, and air quality studies. ICF has delivered many IS/MNDs and EA/FONSI projects on extremely short schedules.

**On-Call Environmental Consulting Services—RCTD, Riverside County, CA**

Project Manager. Brian has served as project manager for RCTD's on-call environmental contract since 2006. More than 30 task orders have been issued under the contract to date. Work has included the preparation of environmental documents and technical studies, as well as obtaining regulatory permits. Brian's team of technical staff and relationships with Caltrans and regulatory agencies have led to our success in providing these services on budget and on time for each task order.

**I-15 Express Lanes Project—RCTC, Riverside, CA**

Environmental Manager. This project involves the addition of express lanes along I-15 from Cajalco Road to SR 60. For this project Brian lead the preparation of the environmental technical studies, including air quality, noise, community impact, visual impacts, cultural resources, biological resources, and jurisdictional resources, and lead the preparation and processing of the environmental document (Initial Study/Environmental Assessment).

**On-Call Environmental Consulting Services—RCTD, Riverside County, CA**

Contract Manager. Brian has served as project manager for RCTD's on-call environmental contract since 2006. More than 30 task orders have been issued under the contract to date. Work has included the preparation of environmental documents and technical studies, as well as obtaining regulatory permits. Brian's team of technical staff and relationships with Caltrans and regulatory agencies have led to our success in providing these services on budget and on time for each task order.

**State Route 210 Pepper Avenue Interchange Project — City of Rialto with San Bernardino Associated Governments, San Bernardino County, CA**

Project Director. SANBAG, in cooperation with the California Department of Transportation, is proposing to construct a new interchange along State Route 210 (SR-210) at Pepper Avenue. ICF is preparing the necessary technical studies and environmental document for the proposed project. Technical studies include the following: Natural Environment Study, Visual Impact Assessment, Historical Resources Evaluation Report, Air Quality Report, and Noise Study Report.

**Cajalco Road Widening from Harvill Avenue to Temescal Canyon Road—RCTD, Riverside, CA**

Project Manager. RCTD is proposing to widen Cajalco Road, or a combination of Cajalco Road and El Sobrante Road, from two lanes to three lanes in each direction (east and west) from Temescal Canyon Road to I-215; a distance of approximately 16 miles. The project is evaluating three build alternatives along with the no-build alternative. Brian is managing the engineering, traffic, and environmental components of the project. Environmental documentation being prepared includes the PES, NOP/IS, NOI, HPSR, FOE, visual impact assessment, noise study report, noise abatement decision report, NES, jurisdictional delineation report, air quality report, relocation impact report, water quality assessment report, location hydraulic study and summary floodplain encroachment report, community impact assessment, initial site assessment, Section 4(f) evaluation, and EIR/EIS.

## Brian Calvert – *Continued*

Proposed Role: Environmental Project Director

### **Interstate 215 (I-215) Widening from Murrieta Hot Springs Road to Scott Road and from Scott Road to Nuevo Road IS/EA and MND/FONSI— RCTC, Riverside County, CA**

Environmental Manager. Brian was responsible for managing the preparation of the necessary technical studies and environmental documentation for compliance with NEPA and CEQA, along with the relevant Caltrans requirements. He served as the primary environmental contact with RCTC and Caltrans for the environmental documentation, which included extensive coordinating with Caltrans staff to resolve technical issues and documentation comments. The proposed projects would add a third mixed-flow lane primarily within the median of both the northbound and southbound directions, as well as overlay the remainder of the existing facility with asphalt concrete pavement within the project limits. The scope of work included preparation of the necessary technical studies and environmental documentation for compliance with NEPA and CEQA, along with relevant Caltrans requirements. Brian's team also prepared the air quality report, HPSR (including an archaeological survey report), natural environment study, paleontological studies, and visual impact assessment. Additionally, the team prepared the IS/MND and NEPA CE for the southern project and the IS/EA and MND/ FONSI for the northern project. Both projects involved coordination with RCA, USFWS, and CDFW regarding WRMSHCP compliance.

## Monica Corpuz, RPA

Proposed Role: Environmental Lead



<p><b>SPECIALTY EXPERIENCE</b></p> <ul style="list-style-type: none"> <li>• cultural resource + section 106</li> <li>• land use and planning</li> <li>• environmental mitigation</li> </ul>	<p><b>SCOPE TECHNICAL AREA EXPERTISE</b></p> <ul style="list-style-type: none"> <li>• project management</li> <li>• CEQA/NEPA compliance</li> <li>• sustainable development</li> </ul>	<p><b>15+</b> years of experience</p>
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### Professional Registrations

- Registered Professional Archaeologist (RPA), No. 35026105

### Education + Training

- MA, Public Archaeology, California State University, Northridge, 2015
- BA, Anthropology, University of California, Berkeley, 2008

### Affiliations + Memberships

- Member, Women in Transportation
- Member, Society for American Anthropology
- Member, Society for California Archaeology
- Member, Association of Environmental Professionals

Monica Corpuz is a Senior CEQA/NEPA environmental planner with diverse transportation project experience providing services that range from preparing and managing CEQA and NEPA environmental documents, technical studies, environmental compliance, and archaeological studies and consultation. Her experience ranges from preparing and managing CEQA and NEPA environmental documents and obtaining essential permits to coordinating with local governments and regulatory agencies regarding environmental compliance, permitting, and mitigation measures. Monica’s professional expertise includes CEQA/NEPA compliance, land use planning, sustainable development, and historic preservation, with a geographic focus on Southern California. She currently conducts issue-specific research, prepares environmental clearance documents, conducts archaeological fieldwork and authors cultural reports, and provides overall environmental planning leadership and support. She has worked on a variety of issues, including land use, biological resources, traffic, aesthetics, geology, noise, archaeology, and environmental mitigation. Monica has 15 years of professional and academic archaeological work, and she is professionally qualified to lead and conduct archaeological studies.

### Project Experience

#### Caltrans District 8 On-Call—Caltrans District 8, San Bernardino and Riverside Counties, CA

Environmental Project Manager. Monica currently supports this Caltrans District 8 on-call by managing three on-call task orders concurrently. She organizes staff and assignments to meet deliverables, creates schedules and maintains them. She provides progress reports, tracks deliverables and the project schedule, is the main author of the Draft and Final Environmental Documents, and she attends meetings between Caltrans to discuss and resolves key issues.

#### Gilman Springs Shoulder Widening Project, Riverside County, CA

Project Manager. The County of Riverside Transportation Department (County), in cooperation with the California Department of Transportation (Caltrans), proposes to widen the median and

**Monica Corpuz, RPA – Continued**

Proposed Role: Environmental Lead

shoulders along Gilman Springs Road from approximately 1.29 miles north of Jack Rabbit Trail to approximately one mile south of Bridge Street. For this local-assistance project, Monica coordinated deliverables and staff, provided QA/QC for staff on their reports, and authored the Section 4(f) for this project. She attended PDT meetings, was the main author of the Draft Environmental Document, tracked deliverables and maintained the project schedule and budget.

**Upper Santa Ana River Tributaries Restoration Project and Mitigation Reserve Program EIR— San Bernardino Valley Municipal Water District, Riverside County, CA**

Senior Environmental Planner. Valley District proposes to construct and maintain four tributary restoration sites as an early effort to implement conservation measures of the Upper Santa Ana River Habitat Conservation Plan. The four restoration sites include Anza Drain/Old Farm Road, Lower Hole Creek, and Hidden Valley Wetlands partially within the City of Riverside. The sites are designed to mitigate impacts on species and jurisdictional aquatic resources. Monica supports this project in a variety of duties including tracking deliverables and assisting with the writing of the environmental documents.

**Grove Corridor Widening Project—City of Ontario, CA**

Environmental Project Manager. Monica supported the Grove Avenue Widening Project team by conducting research and executing and authoring cultural environmental studies for compliance with CEQA and NEPA, including the Historic Properties Survey Report, Historic Resources Evaluation Report and the Section 4(f) Report. She provided comments on all technical studies, authored portions of the draft Environmental Document and responded to comments from Caltrans and the City of Ontario. She assisted the Principal Architectural Historian for the project by initiating and completing the research required for evaluating properties and authored more than twenty DPR forms for the project. Monica also reviewed and evaluated reports from subcontractors and provided comments and direction for compliance with state and federal regulations and for Section 106. This project is located in the City of Ontario designed to alleviate existing and anticipated future congestion along Grove Avenue between I-10 and Airport Drive and to improve traffic operations and mobility to and from Ontario International Airport and to provide route continuity along Grove Avenue in conformance with the City of Ontario General Plan Circulation Element.

**I-10/Grove Avenue Interchange Project—City of Ontario, CA**

Environmental Project Manager. While employed by Parsons Corporation, Monica conducted research, and executed and authored cultural environmental studies for compliance with CEQA, NEPA, and Section 106, including the Historic Properties Survey Report and the Historic Resources Evaluation Report. She reviewed and evaluated reports from subcontractors, as well as providing comments and direction for compliance with state and federal regulations. Lastly, Monica was the main author for the draft Environmental Document and was responsible for addressing comments from the City, as well as Caltrans reviewers. This project proposes to redo the interchange at the I-10 and 4th street to improve traffic flow.

**California High-Speed Train, Los Angeles to Anaheim CEQA and NEPA—California High-Speed Rail Authority/STV, Los Angeles to Anaheim, CA**

Project Coordinator and Task Manager. Monica supports this project by assisting the ICF project manager to track deliverables and update the schedule, coordinate with staff and sub-consultants, and provide QA/QC

**Monica Corpuz, RPA – Continued**

Proposed Role: Environmental Lead

services on both internal and external deliverables. She also assists as an author on several of the EIR/EIS sections and technical studies, such as the Supplemental Archaeological Survey Report.

**Cajalco Road Widening Project, Riverside County, CA**

Environmental Planner/Senior Archaeologist. The Riverside County Transportation Department is proposing to widen and realign Cajalco Road between Temescal Canyon Road to the west and Interstate 215 (I-215) to the east. The project is located in Riverside County, California and covers a distance of approximately 16 miles. A small portion of the westernmost part of the alignment is located in the city of Corona. The project would widen the roadway to four lanes between Harvill Avenue and Temescal Canyon Road, and to six lanes between the I-215 southbound ramps and Harvill Avenue. Monica contributed to this project by responding to Caltrans and RCTD comments on the cultural documents. She authored the initial draft of the FOE and Section 4(f) Report, and was responsible for updating the ASR, HPSR, XPI Report and the HRER. She attended PDT and cultural-specific meetings to sharp shoot problems and come up with creative solutions.

## Curtis, Bibolet, SR/WA, R/W-AMC

Proposed Role: Right-of-Way Data + Utility Coordination



<p><b>SPECIALTY EXPERIENCE</b></p> <ul style="list-style-type: none"> <li>• utility coordination</li> <li>• right of way professional</li> <li>• real estate</li> </ul>	<p><b>SCOPE TECHNICAL AREA EXPERTISE</b></p> <ul style="list-style-type: none"> <li>• as-built collection</li> <li>• coordination with utility companies</li> <li>• utility protection in place</li> <li>• utility relocation coordination</li> <li>• master license agreements</li> </ul>	<p><b>12+</b> years of experience</p>
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### Professional Registrations

- Real Estate Salesperson, CA #02008725

### Education + Training

- B.S., Communication Studies, Minor in Business, University of Idaho
- Senior Right of Way Professional, SR/WA, International Right of Way Association (IRWA), #6822
- Right of Way Asset Management Certification, (R/W-AMC), IRWA
- Safety Certified with BNSF Railway and Southern California Regional Rail Authority

### Affiliations + Memberships

- Member, International Right of Way Association (IRWA) Chapter 57

Curtis Bibolet is the manager of the Utility division at Epic’s Orange County Regional Office in Anaheim. As a certified right of way professional, Curtis possesses an abundance of real estate transaction, utility relocation, and property management expertise. He has over 12 years of experience managing best practices, regulatory procedures, and logistics for utility relocation and property management projects on behalf of public agencies. With his friendly demeanor and proven business acumen, Curtis provides oversight and quality review for Epic agents. He is focused on maximizing revenue, clearing encroachments, and mitigating utility conflicts for his clients.

### Project Experience

#### SR-60/Potrero Boulevard New Interchange, City of Beaumont, CA

Utility Relocation Coordination Lead. The project provides the City of Beaumont with a full access interchange at Potrero Boulevard and SR-60 designed to mitigate increasing traffic volumes and implement the circulation element of the City’s General Plan. Mid-way through the project, the City sought the services of Epic to assist with right of way acquisitions and utility relocations. Curtis coordinated all utility relocations and met strict deadlines to secure the City’s \$8 million federal funding. Epic prepared and obtained approval for Caltrans District 8 right of way certification for level 1.

#### Riverside Drive Capital Improvement Project, City of Chino, CA

Utility Lead. The City is improving ADA ramps and sidewalk facilities in this resurfacing project. Epic was awarded the right of way and utility work under a current on-call contract with the City. Curtis is performing research and coordination with Southern California Edison poles that are in conflict and may require relocation.

**Curtis, Bibolet, SR/WA, R/W-AMC – Continued**

Proposed Role: Right-of-Way Data + Utility Coordination

**I-215 Bi-County Landscape Project, San Bernardino County Transportation Authority, Colton and San Bernardino, CA**

Utility Relocation Coordination Lead. As the right of way services subconsultant to the design engineer, EXP, Curtis and the Epic right of way planning team completed the requisite Caltrans Right of Way Data Sheet to estimate utility relocation costs and clear the project for constructing the proposed improvements to landscape along the I-215 corridor.

**North First Avenue Bridge Project, City of Barstow, CA**

Utility Relocation Coordination Lead. Utilizing Caltrans Highway Bridge funds, the City is replacing the bridge to correct the deficiencies. For this project, Curtis provided utility coordination services for 28 utility conflicts at original design and ultimately coordinated relocations for 11 facilities. Utilities affected included City of Barstow sewer and storm, Southern California Edison, Time Warner Cable, and Verizon. Curtis provided cost estimates and Caltrans Certification documentation.

**Ramon Road Widening, Cities of Palm Springs and Cathedral City, CA**

Utility Relocation Coordination Lead. Epic is providing right of way services for widening Ramon Road between Palm Springs and Cathedral City. This project includes 25 potholes belonging to 11 utilities. Curtis is providing management and review of all work involved in the protection, removal and/ or relocation of utility facilities necessary to clear and certify Right of Way with Caltrans. Tis project is funded through the Federal Highway Bridge Program and adheres to the Uniform Act.

## Robert Vasquez, PLS

Proposed Role: Topographic Survey



SPECIALTY EXPERIENCE	SCOPE TECHNICAL AREA EXPERTISE
<ul style="list-style-type: none"> <li>• design surveys</li> <li>• control surveys</li> <li>• construction surveys</li> <li>• 3D laser scanning</li> <li>• underground utility location</li> </ul>	<ul style="list-style-type: none"> <li>• topographic surveys</li> <li>• boundary surveys</li> <li>• utility coordination</li> <li>• right of way surveys</li> <li>• RCFC experience</li> </ul>

**33+**  
years of experience

### Professional Registrations

- Professional Land Surveyor, CA, 7300, 1996

### Education + Training

- Certificate, Surveying and Mapping, Rancho Santiago College
- Project and Business Management Courses, University of California Riverside
- Management Leadership Academy, National University

Bob has 33 years of experience in the field of land surveying. He has served many positions from managing projects, field crews, office support teams, and from 3D laser scanning to developing a new service for subsurface 3D utility mapping. Bob's background is well-versed in all types of field and office survey functions. His past experience in the public sector, coupled with his broad range of recent experience with DEA, adds to his overall knowledge of understanding of various rail, airport, highway, land development, flood control, water and some unique projects. His project management experience includes managing and negotiating various size contract/task orders, public and private clients; using various standards and requirements. Bob is knowledgeable in the preparation of subdivision, rights-of-way and record of survey maps, jurisdictional boundary changes, land adjustments, legal description documents and exhibits, right-of-way engineering, construction surveying, QC surveying, 3D laser scanning, topographic field and boundary survey mapping and subsurface utility locating and mapping.

### Project Experience

#### Jurupa-Pyrite MDP Line A-2, Riverside, CA

As project manager, Bob was asked by Riverside County Flood Control to providing utility locating and mapping for this line to assist in making the final alignment of the route. Since underground utilities were not known, DEA was tasked to employ non-intrusive geophysical technologies to designate the horizontal and vertical positions of known and unknown utilities along the areas of investigation. DEA used GPR and EM equipment to designate the approximate horizontal position of existing utilities by paint markings on the surface, in accordance with the APWA Uniform Color Code scheme along the utility and at all bends in the line in order to establish the trend of the line. Utilities were designated, as well as their corresponding lateral lines, up to the point of local distribution or the edge of the survey area, whichever was specifically requested and scoped for the project. A field sketch of designated

**Robert Vasquez, PLS – Continued**

Proposed Role: Topographic Survey

utilities was prepared to assist in accurate surveying of utilities. DEA also conducted survey control and utility research to supplement the work on this project.

**Riverside County Flood Control, On Call Professional Land Surveying Services, Riverside County, California**

DEA was under a three-year contract with Riverside County Flood Control District to provide on-call land surveying services on an as-needed basis. Services met the applicable requirements of the District and accepted industry standards. Work under this contract included preliminary design surveys, construction staking, layout, as-built surveys, and control surveys. Bob served as project/contract manager on this contract.

**San Vicente Pipeline Project, for San Diego Water Authority, San Diego, California**

As a survey project manager, Bob was responsible for overseeing the surveying services. DEA provided various surveying services for this project and included horizontal and vertical control, topographic surveys, utility surveying, boundary and mapping. Most recently, DEA provided design surveying in support of the improvements to Alemania Road in the Poway area of North San Diego County.

F

# Key Personnel





80% availability

## Portia Gonzalez,

PE., Project Manager

### 29+

Years of Experience

### 20+

Years of Project Management Experience

### 50+

Drainage Design Projects Completed

### 15+

Stormwater Related Projects Completed

## Key Personnel

### Project Manager

**Portia Gonzalez, PE**, will be the Project Manager for this assignment. She will be the City's primary point of contact for the timely delivery of the Beaumont Master Drainage Plan Line 2, Stage 1 project. Portia possesses the proven leadership required to deliver a successful project to the City.

Portia Gonzalez brings more than 29 years of experience. She has served as project manager for various drainage and transportation projects in California, Arizona and Nevada. Her expertise includes project management, drainage design, hydrologic and hydraulic modeling, storm water management, 2D modeling, river modeling, floodplain delineation studies, storm drain master planning, detention basin design, bridge scour, roadway drainage and design, water resource planning, sediment transport and water distribution. She brings working knowledge of software such as AES, WSPG, HEC-HMS, HEC-RAS, Flow-Master, Storm CAD, CulvertMaster, InRoads Storm and ArcGIS. She was a former Riverside County Flood Control District Associate Engineer.

#### Some of her relevant experience includes:

- City of Hesperia - Peach Avenue Improvements, Hesperia, CA
- City of Temecula - Diaz Road Improvements, Temecula, CA
- Orange County Transportation Authority - I-405 Improvement Project, SR-73 to I-605, Orange County, CA
- San Bernardino County Transportation Authority - I-HOV Improvements, San Bernardino County, CA

**Portia's proactive management approach, communication and problem-solving skills and ability to build consensus makes Portia the perfect candidate to lead this project.** Portia worked in the Design Section of Riverside County Flood Control District and Water Conservation District (RCFC + WCD) for five years and possesses strong technical and leadership skills. She has a proven track record of successfully delivering many drainage projects in her 29-year career.

## Roles of Key Individuals on the Team

It is EXP's intent to bring the best team together to provide world-class engineering expertise to the City of Beaumont. All proposed EXP and subconsultant staff, including principals and all assigned professionals, are available to commit their time to projects under this contract. Our team organization provides an integrated team for performance of services required on this contract.

Our key team members have previously worked together on similar projects and are familiar with the City's standards and requirements. A brief outline of our key staff and roles are below. Please refer to their resumes on **Section E** for an expanded version of their respective experience on similar projects.

EXP confirms that all proposed staff will be available for the duration of the project, as indicated for each team member below by percentage (%) availability and as shown in the Organizational Chart presenting the key team members and their reporting relationships on the following page.

PROPOSED ROLE / NAME OF INDIVIDUAL (FIRM)	%	RESPONSIBILITIES / DUTIES
<b>Project Manager</b> Portia Gonzalez, PE (EXP)	80 %	First point of contact between EXP and the City. Responsible and accountable for ensuring client requirements are met, budgets and schedules adhered to. Liaison on all activities pertinent to the project, including coordination with all sub-consultants.
<b>QA/QC - Constructibility</b> Ju Kim, PE (EXP)	40 %	Responsible for the implementation and oversight of the Quality Management Plan and Constructibility.
<b>Roadway Lead</b> Gabriel Rodriguez, PE (EXP)	40 %	Lead for the roadway design plans.
<b>Agency Coordination</b> Syed Raza, PE (EXP)	40 %	Syed has extensive Caltrans' experience and will serve as a great resource to coordinate with Caltrans encroachment permits and future projects.
<b>Structural Lead</b> Byron Danley, SE, PE (EXP)	40 %	Prepare structural plans for all unique drainage structures including, junction chambers, manholes, headwalls, wingwalls and other miscellaneous structures.
<b>Drainage Design</b> Sandra Homola, PE, CFM, LEED AP (EXP)	60 %	Prepare storm drain plan and lead the preparation of hydrology and hydraulic analysis.
<b>Environmental Project Director</b> Brian Calvert	20 %	Provide oversight of the environmental compliance.
<b>Environmental Lead / Manager</b> Monica Corpuz, RPA	60 %	Lead for the environmental compliance.
<b>Geotechnical Lead</b> Lisa Battiato, CEG, APM, LEED, AP	60 %	Prepare the geotechnical report.
<b>Topographical Survey</b> Robert Vasquez, PLS (DEA)	40 %	Responsible for the delivery of topographic mapping of the project area.
<b>ROW/Utility Coordination</b> Curtis Bibolet, SR/WA, R/W-AMC (EPIC)	60 %	Coordination with utility companies, potholing of utilities, and prepare utility relocation plans.
<b>Traffic Control</b> Ben Hashemloo, P.E., PTOE (EXP)	60 %	Prepare traffic control, and staging plans.
<b>UPRR Coordination</b> Sampath Golla, PE, LEED, AP	20 %	UPRR coordinator to assist the City with agreements.
<b>Hydraulics + Hydrology</b> Shubhee Saxena (EXP)	80 %	Perform the hydrology and hydraulic analysis and storm drain plans and also, prepare the final hydrology and hydraulics report.
<b>Roadway Design</b> Christine Brown, EIT (EXP)	80 %	Prepare roadway design plans.
<b>Stormwater Quality</b> Parakh Jaiswal, EIT (EXP)	80 %	Responsible for the SWPP.

# Project Team Organizational Chart

## LEGEND

- EXP | EXP U.S. Services, Inc.
- ELS | Epic Land Solutions, Inc.
- ICF | ICF Stokes & Jones, Inc.
- GEO | Geocon Inc.
- DEA | David Evans & Associates, Inc.

## AVAILABILITY (%)

CITY OF BEAUMONT

STAKEHOLDER

Riverside County Flood Control District

PROJECT MANAGER

Portia Gonzalez, PE | EXP | 80%

AGENCY COORDINATION

Syed Raza, PE\* | EXP | 40%

QA/QC - CONSTRUCTABILITY

Ju Kim, PE\* | EXP | 60%

SUPPORT SERVICES

<p style="text-align: center; font-weight: bold; color: #3498db;">ROADWAY LEAD</p> <p style="text-align: center;">Gabriel Rodriguez, P.E*   EXP   40%</p> <p style="text-align: center; font-weight: bold; color: #3498db;">ROADWAY DESIGN</p> <p style="text-align: center;">Christine Brown, EIT   EXP   80%</p> <p style="text-align: center; font-weight: bold; color: #3498db;">TRAFFIC CONTROL</p> <p style="text-align: center;">Ben Hashemloo, PE., PTOE*   EXP   60%</p> <p style="text-align: center; font-weight: bold; color: #3498db;">UPRR COORDINATION</p> <p style="text-align: center;">Sampath Golla, PE, LEED, AP*   EXP   40%</p> <p style="text-align: center; font-weight: bold; color: #3498db;">STORMWATER QUALITY</p> <p style="text-align: center;">Parakh Jaiswal, EIT   EXP   80%</p>	<p style="text-align: center; font-weight: bold; color: #3498db;">DRAINAGE DESIGN</p> <p style="text-align: center;">Portia Gonzalez, PE, QSD/QSP*   EXP   40%</p> <p style="text-align: center;">Sandra Homola, PE*   EXP   60%</p> <p style="text-align: center; font-weight: bold; color: #3498db;">STRUCTURAL LEAD</p> <p style="text-align: center;">Byron Danley, SE, PE*   EXP   40%</p> <p style="text-align: center; font-weight: bold; color: #3498db;">HYDROLOGY + HYDRAULICS</p> <p style="text-align: center;">Shubhee Saxena, EIT*   EXP   80%</p> <p style="text-align: center; font-weight: bold; color: #3498db;">TOPOGRAPHIC SURVEY</p> <p style="text-align: center;">Robert Vasquez, PLS*   DEA   40%</p>	<p style="text-align: center; font-weight: bold; color: #3498db;">GEOTECHNICAL LEAD</p> <p style="text-align: center;">Lisa Battiato, CEG, APM, LEED AP*   GEO   60%</p> <p style="text-align: center; font-weight: bold; color: #3498db;">RIGHT-OF-WAY DATA + UTILITY COORDINATION</p> <p style="text-align: center;">Curtis Bibolet, SR/WA, R/W-AMC*   ELS   60%</p> <p style="text-align: center; font-weight: bold; color: #3498db;">ENVIRONMENTAL</p> <p style="text-align: center;">Brian Calvert   ICF   20%</p> <p style="text-align: center;">Monica Corpuz, RPA*   ICF   60%</p>
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\* Denotes Key Personnel

# G

## References



## References | For EXP

### San Bernardino County Transportation Authority

1170 W. 3rd Street  
 San Bernardino, CA 92415  
 Tim Byrne | Project Delivery Manager  
 t: 909.884.8276

**Date of Services:** 2019 - Ongoing

**Services Provided:** Landscape Architecture, Environmental Planning, Roadway, Traffic, Electrical, Right-of-Way Support, and Utility Coordination

### Caltrans District 12

1750 E. 4th Street, #100  
 Santa Ana, CA 92705  
 Steve Kinaly | Resident Engineer  
 t: 657.328.6000

**Date of Services:** 2019 - Ongoing

**Services Provided:** Traffic Signals, Drainage and ADA Compliance

### Caltrans District 8

464 W. 4th Street  
 San Bernardino, CA 92401  
 Rafih Achy | Project Manager  
 t: 909.383.4077

**Date of Services:** 2019 - Ongoing

**Services Provided:** Drainage Modifications, Guardrail Upgrades and Grading Modifications

### Riverside County Transportation Commission

4080 Lemon Street, 3rd Floor  
 Riverside, CA 92501  
 Bryce Johnston | Capital Project Manager  
 t: 951.787.7141

**Date of Services:** 2019 - Ongoing

**Services Provided:** Construction Inspection

### City of Seal Beach

211 Eighth Street  
 Seal Beach, CA 907410  
 Denice Bailey | Public Works  
 t: 562.431.2527 x1328

**Date of Services:** 2019 - Ongoing

**Services Provided:** Construction Management, Estimates, Survey, Geotechnical, Water Quality Management Plan, Community Outreach

# H

## Scope of Services

Riverside County Flood Control  
and Water Conservation District  
1995 Market Street

## Scope of Services

Together with the City at the kick-off meeting upon NTP, the EXP team will review our 12-month schedule and create a baseline schedule for your approval. Portia will update the schedule bi-weekly to apprise the City of Beaumont of the work progress.

EXP will begin with topographical mapping, utility research, right of way mapping, and permit identification. Resource allocation is the roadmap for the design and oversight teams to work together delivering the project. For our 12-month environmental and design schedule, the following scope of work defined in the RFP and our deep understand of the project are discussed in detail below.

### Detailed Work Plan of Specific Work Task

#### TASK 1 | Project Management

**1.1 Meetings:** A project kickoff meeting will be conducted to confirm the Scope of Services and design parameters. PDT meetings will be conducted monthly throughout the duration of the project to track the overall project and facilitate the flow of information between the City, EXP, and all other stakeholders. Additional as-needed meetings will be held to address specific concerns. Agendas and meeting minutes will be generated for each meeting. (10 meetings assumed).

**1.2 Coordination + Progress Reporting:** EXP will provide coordination with City staff as well as other stakeholders as required. These may include RCFC, UPRR, Cherry Valley Water District, adjacent property owners or management companies. EXP will supervise, coordinate, monitor and review the project for conformance with standards, policies, and procedures. Monthly progress reports will also be provided to document the progress on the project. The EXP team will conduct a field review of the project site.

#### Deliverables:

- ✓ Project Schedule
- ✓ Monthly Project Status Reports
- ✓ Meeting Minutes
- ✓ PMP

#### TASK 2 | Topographic Survey + Boundary Control

**2.1 Control Surveys:** Existing monuments will be utilized where available and durable monuments will be set as required where no suitable monuments exist. Should additional survey control be required to be set, horizontal and vertical control will be established from said existing survey control.

**2.2 Photogrammetric Mapping:** No additional aerial mapping will be obtained. Only existing mapping will be utilized and supplemented with ground surveys for areas of this project not covered by existing mapping.

**2.3 Topographic Survey:** Topographic field surveys will be performed to collect verification surveys within the project limits as identified by the design engineer. Supplemental surveys will be used to collect areas which are found to be different during our field review and to collect information at critical tie-in points, surface visible utilities and other features obscured by vegetation or shadows in the aerial mapping which fall within the survey limits. The topographic survey data will be processed and plotted at a scale comparable to the existing mapping files.

**2.4 Utility Mapping:** Field surveys will be performed to support the utility potholing effort. Once the potholes are completed, survey crews will obtain the location of the potholes and incorporate this information with the topographic survey.

**2.5 Right of Way Base Map:** Office staff will review existing base map provided by the city and verify the right of way and centerline data shown on said existing plans. Research will be conducted with the County of Riverside for maps and documents relating to the flood control right of way and street right of way. It is not anticipated that any field work will be needed for this task so no time has been included. Should there be a need for additional services beyond a review verification, these additional services will require additional fees outside this scope and fee.

#### Deliverables:

- ✓ Topographical Mapping
- ✓ Aerial Photography
- ✓ Base Mapping with Utilities
- ✓ Right-of-Way and Control Points

### TASK 3 | Utilities Research

Epic will act as the primary point of contact between the utility owners and project team identified on the utility plans. The scope of work will include:

**3.1 Utility As-Builts:** They will collect utility as-builts, actively participate in PDT/utility focus meetings, prepare the introductory request for as-built notices to twelve (12) utility owners and also, prepare and issue utility verification notices to make sure the facilities are accurately plotted on the project utility plans.

**3.2 Reviews and Verification:** Coordinate and perform up to ten (10) potholes, as well as provide a fee for each additional requested. A review and verification with the design team which facilities are considered in conflict will also be completed. They will coordinate and plan a meeting amongst the utility owner, design team and the City as needed to discuss the project design, relocation alternatives, and a plan to resolve the conflict (Est. four (4) meetings including field meetings) and provide a final close-out file to the City.

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#### Deliverables:

- ✓ Three (3) copies and one (1) digital copy of the Pothole Location Exhibit.
- 

### TASK 4 | Regulatory Compliance

**4.1 Biological Resources Technical Report and Focused Surveys:** A detailed literature and database review will be conducted to identify special-status species known or reported from the project area, as well as applicable Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) area policies. Following the literature review, ICF will perform field surveys and prepare a Biological Technical Report (BTR) analyzing potential impacts to biological resources and MSHCP consistency for this task. The site is within a burrowing owl survey area, and a four-visit focused survey will be performed within all suitable habitat between March 15 and August 31 in the project's limits of disturbance (LOD) and a 500-foot buffer.

**4.2 Noise Technical Memorandum:** ICF will conduct a noise analysis of construction impacts related to the Project, which would consist of 5,000 feet of reinforced concrete pipe being placed underground. Along with the residences identified toward the southern section of the alignment, ICF will identify any

other noise-sensitive land uses located in the general vicinity of the Project that could be impacted by noise and vibration during construction. Based on the nature of the project, operational noise would generally be negligible. Therefore, it is assumed that operational noise will be address qualitatively. The City of Beaumont generally exempts construction, except for interior levels that could exceed the City's municipal code at residences.

**4.3 Cultural Resources Assessment:** Historic maps and photographs will also be reviewed, if available. Due to the COVID-19 pandemic, the SCCIC is closed to outside researchers; therefore, records search results are expected to be delayed. According to SCCIC, a duration of at least 13 weeks should be expected from the time the record search is submitted to the time that the record search information is received. The scope of work will include:

- Pre-field Coordination
- Pedestrian Survey
- Paleontological Resources

**4.4 Air Quality and Greenhouse Gas Technical Memorandum:** The Air Quality Impact Analysis will be prepared to meet County and South Coast Air Quality Management District (SCAQMD) CEQA requirements. Impact analyses will be prepared consistent with the analytical methodology, technical requirements, and significance criteria outlined by the SCAQMD in their CEQA Air Quality Analysis Handbook (as updated per the SCAQMD website).

**4.5. CEQA Categorical Exemption:** ICF will prepare a CEQA Notice of Exemption (NOE) for approval by the City and filing by ICF. ICF assumes that the noise, biological resources, air quality, and cultural resources technical studies and memos that are prepared will support the NOE. Only the NOE is assumed; no separate report or document.

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#### Deliverables:

- ✓ Technical Reports + Memoranda
  - ✓ Three (3) copies and one (1) digital copy of applications permits and correspondence
-

## TASK 5 | Geotechnical Investigation

Geocon will prepare an encroachment permit application for the City of Beaumont and Caltrans to perform borings and subsequent patching within the roadways.

**5.1 Geotechnical Borings:** Geotechnical borings will be excavated along the proposed storm drain alignment. We have budgeted two days of drilling to excavate ten borings. We will measure the pavement and base thicknesses, log the geotechnical borings based on USCS criteria, and collect soil samples for laboratory testing. The borings will be backfilled with soil cuttings and temporarily patched with cold patch asphalt. The scope of work will include:

**5.2 Laboratory Testing:** Perform laboratory testing, which is anticipated to include maximum density/optimum moisture, in-situ density and moisture, direct shear, corrosion screening, and R-value testing. The final laboratory program will be based on conditions encountered during drilling.

**5.3 Geotechnical Report:** Prepare a geotechnical report for the proposed improvements. The report will include geotechnical recommendations for design and construction of the storm drain line, including temporary excavations, utility backfill, pavement restoration, temporary shoring pressures, boring logs, boring location map, results of laboratory testing, and identification of geologic hazards which could impact the proposed improvements.

**OPTIONAL – Pump Testing** will be performed if groundwater is encountered within the borings. We will collect water samples during drilling and run environmental laboratory tests to determine the chemical properties of the water so a disposal plan can be made. The cost of disposing of the water will depend on the chemicals within the groundwater.

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### Deliverables:

- ✓ Three (3) copies and (1) digital copy of the draft
  - ✓ Final Geotechnical Report
- 

## TASK 6 | Preliminary Design (30% + 60% Submittals)

The Preliminary Design will be based on the hydrology and hydraulic study and will include catchbasin locations, pipe alignment and profiles.

### 6a. 30% Submittal

**6a.1 Hydrology and Hydraulic Study:** EXP will evaluate the 1983 Hydrology Study for Line 2 to ensure design flows and parameters used represent current conditions. After consultation with the City and RCFC and deemed necessary, EXP will update the existing study using the Rational Method set forth in the RCFC Hydrology Manual. The approved Hydrology Study will be the basis of design for MDP Line 2 – Stage 1. EXP will develop a hydraulic model using WSPG to establish the Water Surface Profile or Hydraulic Grade Line for the storm drain and laterals. Downstream boundary conditions for pipe connectors will utilize the HGL established for the main line. For complicated junction structure, a junction analysis will be completed to establish HGL at the mainline. The 10-year and 100-year flow rates will be calculated for all catchbasins and off-site areas. The RCFC Hydrology Manual and Rational Method will be used to calculate peak flows. Flowmaster will be used to size the catchbasins and flow spread.

**6a.2 Hydrology + Hydraulics Report:** The report will include a narrative, Rational Method Hydrology results and summary table, WSPG Calculations, Catchbasin Hydraulics results and summary table. A Drainage Area Map will be included with catchment points and respective peak flow rates, tributary areas, times of concentrations and flow lengths.

**6a.3 30% Storm Drain + Plan Profile:** With the base mapping completed, the preliminary storm drain plan and profile will show the Line 2 – Stage 1 trunk line, utilities, right of way, TCE's, lateral connections and stubouts for future connections, manholes, junctions structures, transition structures, catchbasins and lengths, local depressions, outlet points, and other catchment point locations will be shown. Typical sections will also be shown for this submittal. The plans will be prepared using a 1":20' scale and profile will be prepared using 1":5'. Annotations will be added to show invert elevations, slopes, hydraulic information, pipe sizes, roadway stationing, pipe off-set distances.

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### Deliverables:

- ✓ Hydrology + Hydraulics Report
  - ✓ Preliminary Storm Drain Plans + Profiles
  - ✓ QA/QC Certification
-

**6b. 60% Submittal:** The 60% submittal will incorporate comments that are agreed upon from the 30% submittal. Pothole information will define the final alignment and profiles. The Plans and Drainage Reports will be updated from the 30% submittal and also include Drainage Structure Details; Roadway Improvement Plans; Utility Relocation Plans; Traffic Control Plan; and Engineer's Estimate.

**Deliverables:**

- ✓ Three (3) copies and one (1) digital copy of all deliverables
- ✓ Updated Hydrology + Hydraulics Report
- ✓ Updated Storm Drain Plans + Profiles
- ✓ Structural Details
- ✓ Traffic Control Plans
- ✓ Utility Relocation Plans
- ✓ Specifications + Special Provisions
- ✓ Engineer's Estimate
- ✓ QA/QC Certification

**TASK 7 | Final Design (90% + 100% Submittals)**

Following the incorporation of the City's and RCFC comments on the 60% level plans and draft bid package. EXP will submit final PS&E documents to the City for review and approval.

**7a. 90% Submittal Package:** The following will be provided in the 90% submittal package.

1. Title Sheet: RCFC Title Sheet
2. Storm Drain Plans and Profiles
3. Connector Pipe Profiles:
4. Structural Details
5. Utility Relocation Plans:
6. RCP Bedding and Paylines
7. Street Improvement Plans
8. Traffic Control Plans
9. SWPPP
10. Specifications and Special Provisions
11. Engineers Estimate

**7b. 100% Submittal Package:** The 100% submittal package will be finalized to include all comments/resolutions received from the City, RCFC + WCD, UPRR, Caltrans, utility owners and other stakeholders. The

technical specifications and special provisions and engineers estimate will be finalized for City approval.

**Deliverables:**

- ✓ Three (3) copies and one (1) digital copy of all deliverables
- ✓ Final Hydrology + Hydraulics Report
- ✓ 90% + 100% PS&E;
- ✓ QA/QC Certification



# Cost

- Provided under a separate cover



# J

## Related Projects



## SR-1 - Traffic Signal Upgrades + Pavement Rehabilitation

Caltrans District 12

Newport Beach, Huntington Beach, Seal Beach, CA

Upgrade Traffic Signal project located on State Route (SR) 1 between Crystal Heights Drive (PM 13.0) and First Street (Post Mile [PM] 33.6), in the cities of Newport Beach, Huntington Beach, and Seal Beach in Orange County (EA 0P6800). The proposed project limit is between Crystal Height Drive and First Street in the cities of Newport Beach, Huntington Beach, and Seal Beach. This project would improve 20 intersections between PM 13.0 and PM 33.6. The proposed improvements for this location are to remove and replace the existing traffic signals and equipment due to age and service ability with current Caltrans standard traffic signals and equipment, upgrade the existing curb ramps to the current American with Disability Act (ADA) standard, relocate/adjust the existing drainage facility due to ADA curb ramp improvements, trim the existing median island, and remove the existing pedestrian push button on the median island.

**Timeline:** May 2019 - May 2021 | **Role:** Sub to ACT

**Client Reference:** Steve Kinaly, Resident Engineer  
t: 657.328.6000 | e: steve.kinaly@dot.ca.gov  
www.caltrans.gov



### KEY RELEVANCE

- Hydrology
- Storm Drain Design
- Catchbasin + Stormdrain
- Storm Water Quality
- Caltrans Coordination
- Hydraulics

## I-40 Median Regrade

Caltrans District 8

Newberry Springs to Ludlow, CA

EXP is providing the Drainage Design for the I-40 Median Re-grade (PM 25 - PM 50). The project is upgrading the existing non-standard I-40 median cross slopes within the 30-foot clear recovery zone from existing, which vary from 2:1 to 6:1 or steeper, to 10:1 or flatter. Drainage modifications and improvement work would consist of reconstruction of existing offsite drainage facilities by extending the storm drain in the median. Drainage design includes extending existing culverts at the median to accommodate the new fill slopes, new headwall and wingwall, and rock slope protection.

**Timeline:** Aug 2019 - May 2022 | **Role:** Sub to Transystems

**Client Reference:** Rafih Achy | t: 909.383.4077 | e: rafih.achy@dot.ca.gov | www.caltrans.gov



### KEY RELEVANCE

- Drainage Design
- NPDES Compliance
- Drainage Modifications +
- Roadway
- Culverts
- Improvements

## Diaz Road Improvements

### City of Temecula

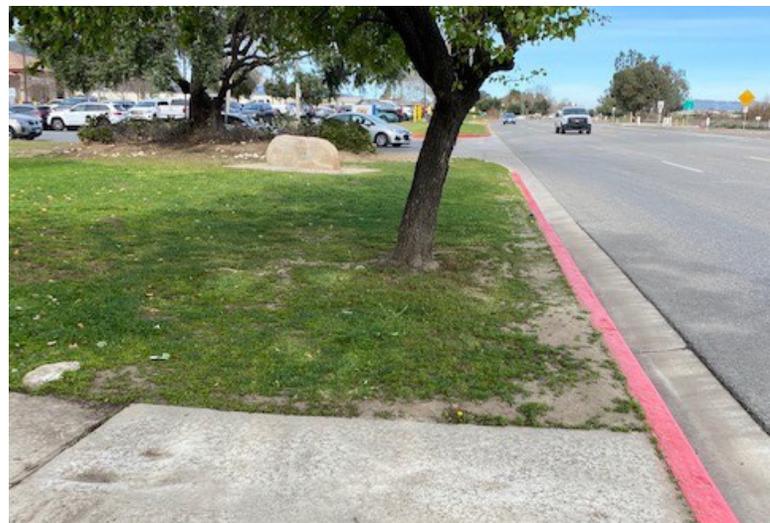
Temecula, CA

The Diaz Road Expansion Project proposes to improve Diaz Road to meet the classification requirements of Major Arterial (4 Lanes Divided), approximately between Cherry Street and Rancho California Road.

The approximate 2.2 mile segment will be improved on its current horizontal alignment. Project elements include roadway widening, new curb and gutter, drainage facilities, treatment BMPs, traffic signal, and utility relocations. EXP provided the hydrology and hydraulic analysis based on the guidelines established in the RCFC&WCD Hydrology Manual. Hydraulic analysis was performed for all catchbasins and connector pipes.

**Timeline:** October 2019 - Ongoing | **Role:** Sub to David Evans and Associates (DEA)

**Client Reference:** Avlin Odviar, Senior Civil Engineer  
**t:** 951.693.3969 | **e:** avlin.odviar@temecula.gov  
[www.temeculaca.gov](http://www.temeculaca.gov)



#### KEY RELEVANCE

- Hydrology (Rational Method using RCFC + WCD Manual)
- Storm Drain PS&E
- Hydraulic Analysis of Catchbasins + Stormdrains
- Water Quality Management Plan + BMP Implementation + Design

## Peach Avenue Improvements

### City of Hesperia

Hesperia, CA

The City of Hesperia proposes to improve Peach Avenue between Centennial Street and Hinton Street on Peach Avenue where it crosses the Antelope Valley Wash. The project consists of realigning and raising the roadway profile with new asphalt concrete pavement on a double reinforced concrete box (RCB) culvert at the Antelope Valley Wash.

It proposed to improve the roadway geometry with these enhancement features: insert sufficient tangent between reversed curves, flatten profile slope and remove tree/sight distance obstructions, thus improving safety.

**Timeline:** March 2020 - January 2021

**Role:** Sub to Angenious

**Client Reference:** David Burket, Project Construction Manager | **t:** 760.947.1202 | **e:** dburkett@cityhesperia.us  
[www.cityofhesperia.us](http://www.cityofhesperia.us)



#### KEY RELEVANCE

- Hydraulic Analysis (Large Flows under Roadway)
- Structural Analysis
- Channel Design
- SWPP

## I-90 from I-190 to Harlem Avenue

### Widening + Resurfacing

Illinois Department of Transportation, District 1  
Chicago, IL, USA

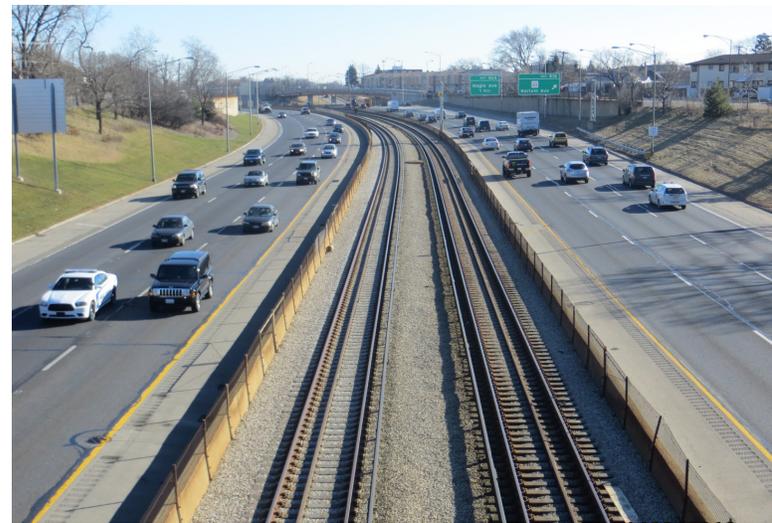
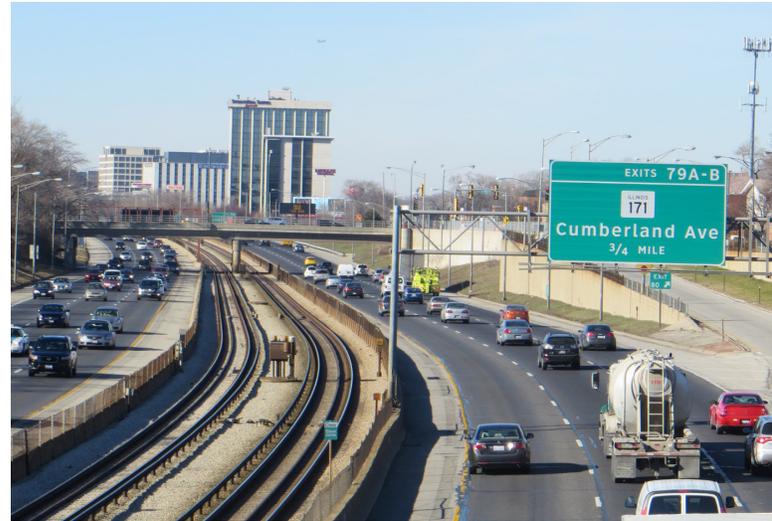
EXP provided Phase I and Phase II engineering and survey services for the Interstate 90 (I-90) improvement from Interstate 190 (I-190) to Illinois Route 43 (Harlem Avenue) in Chicago for the Illinois Department of Transportation. The study included an analysis of the existing expressway deficiencies within this 2 mile corridor, and development of the proposed add-lane improvement which would provide an additional travel lane to the outside in both eastbound and westbound directions on the existing alignment.

EXP prepared a Location Drainage Study for I-90 during Phase I. Recurrent flooding issues along the corridor were investigated. Geopak Drainage was utilized to prepare complex hydrologic and hydraulic calculations for the existing and proposed storm sewer systems. The analysis considered impacts to the roadway and storm sewer system from sensitive tailwater conditions at both major outlets, high floodplain elevations in the Des Plaines River at the west end and an existing Pump Station at the east end. The existing conditions occurrence of flooding was identified, and a new parallel 60-inch storm sewer line was designed to work in connection with the existing storm sewer system and alleviate flooding at the low points in the roadway during large storm events. Stormwater detention requirements were calculated and incorporated into the proposed design. Phase II design is complete and construction is under way.

**Timeline:** Completed (Phase I - 2014, Phase II - 2016)

**Role:** Subconsultant to HNTB

**Client Reference:** Serin Keller, Project Manager  
t: +1.847.705.4556 | e: serin.keller@illinois.gov  
www.idot.illinois.gov



#### KEY RELEVANCE

- Complex Hydrology + Hydraulics
- Storm Drain Design
- Stormwater Detention Design
- Drainage Modifications Plus Improvements
- Roadway Flooding Alleviation
- NODES Compliance

# K

# BEAUMONT

## Additional Information

- TBD
- TBD
- TBD

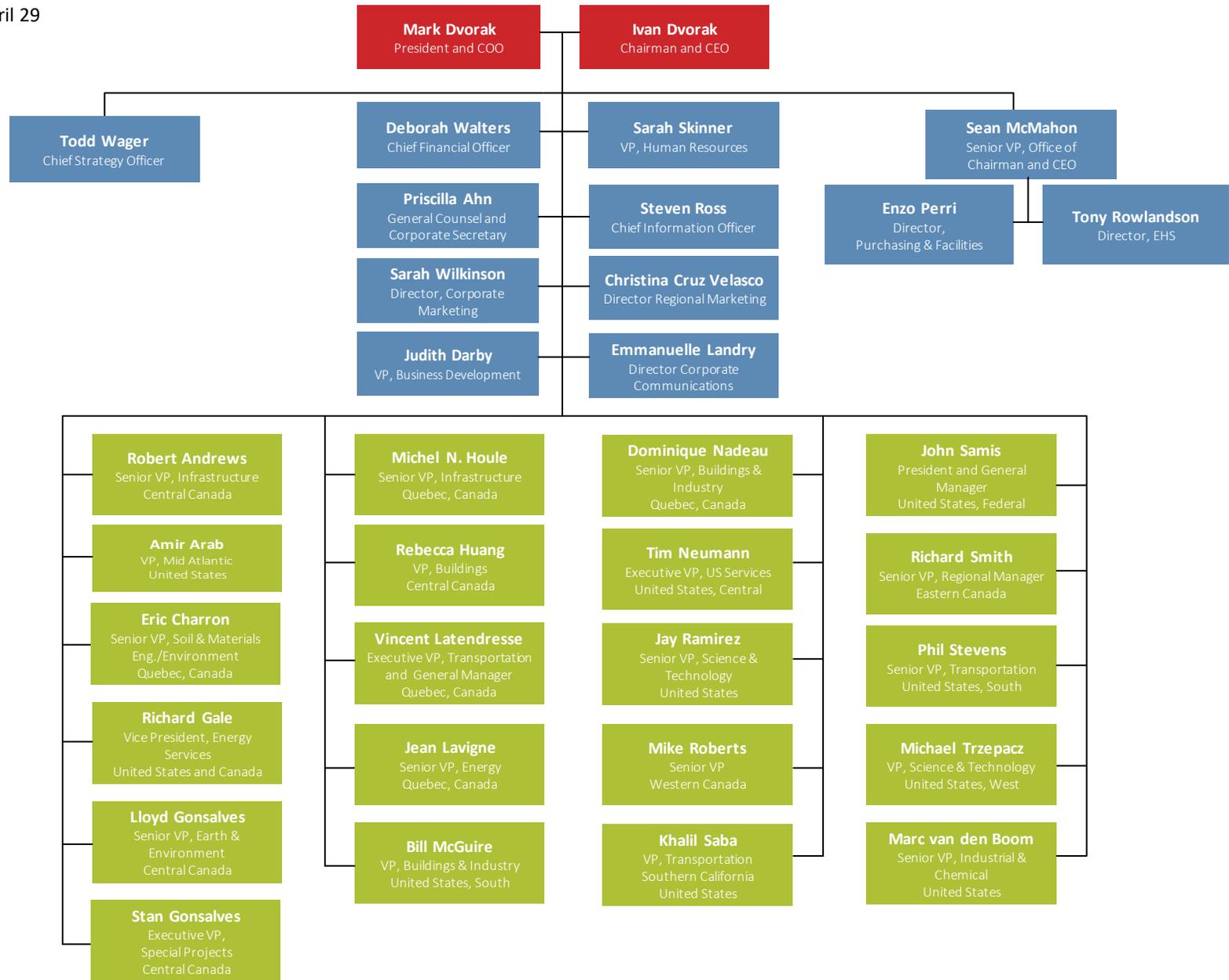


# Corporate Organizational Chart

# EXP Organizational Chart

Rev. April 29

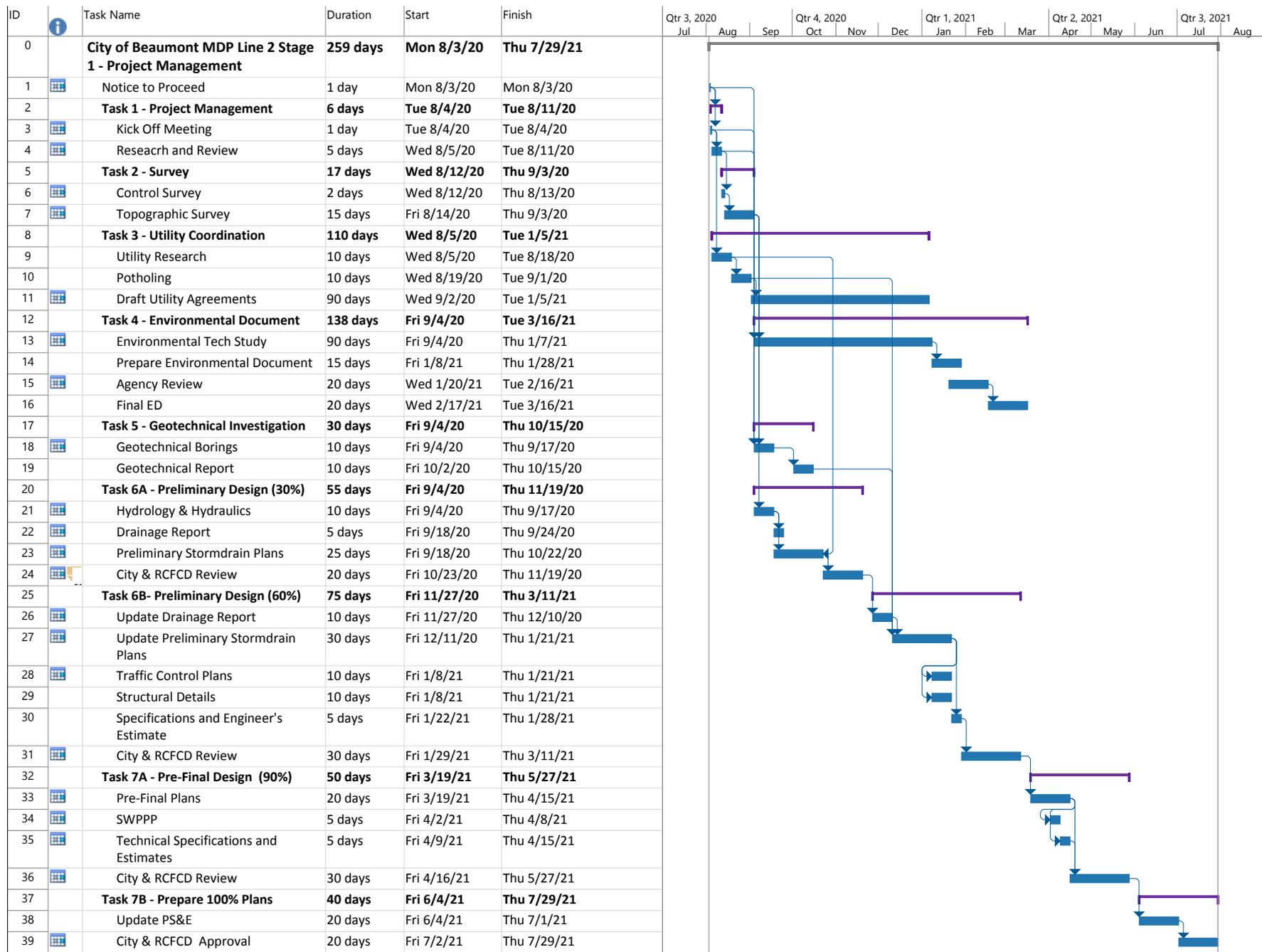
Item 15.



■ Corporate Services  
■ Sector Leaders



# Schedule





EXP

451 East Vanderbilt Way, Suite 375 | San Bernardino, California 9240

t: 909.239.6249

exp.com



# Beaumont Master Drainage Plan Line 2, Stage 1

Professional Engineering Services

Request for Proposal

City of Beaumont

June 1, 2020 at 12:00PM

COST PROPOSAL

submitted by

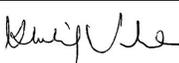
EXP U.S. Services, Inc.

451 East Vanderbilt Way, Suite 375 | San Bernardino, CA 92408 USA

t: 909.239.6249 | exp

**Cost & Price Form**

Item 15.

Name of Firm: EXP U.S. SERVICES				
Project: Beaumont MDP Line 2 - Stage 1				
	Year 2020-2021			Notes and Assumptions: Escalation rates are not applied. New rates become effective January 1, 2021.
	HOURS	RATE	COST	
Project Manager	231	\$115.24	\$26,620	
Senior Project Engineer	40	\$115.38	\$4,615	
Senior CM	34	\$117.79	\$4,005	
Roadway Lead	132	\$115.24	\$15,212	
Roadway Designer	72	\$40.87	\$2,943	
Traffic Engineer	32	\$49.52	\$1,585	
Project Engineer	44	\$40.00	\$1,760	
Structures	62	\$98.16	\$6,086	
Senior Drainage Engineer	306	\$64.95	\$19,875	
Drainage Engineer	510	\$37.25	\$18,998	
Stormwater Engineer	72	\$36.06	\$2,596	
TOTAL	1,535		\$104,294	
TOTAL DIRECT LABOR (COST)				\$104,294
TOTAL DIRECT LABOR (Hours)				1,535
<b>2. INDIRECT COSTS (overhead, G&amp;A - specify)</b>				
	INDIRECT RATE (%)	X BASE =	COST	
Fringe	59.69%	\$104,294	\$62,253	
Overhead	90.08%	\$104,294	\$93,948	
G&A	0.57%	\$104,294	\$594	
TOTAL INDIRECT				\$156,795
<b>3. TOTAL DIRECT COST AND INDIRECT COSTS (sum of lines 1</b>				\$261,089
<b>4. FIXED FEE OR PROFIT</b>				
(specify, applies to line 3 only)	10.00%	\$261,089	\$26,109	
TOTAL FEE				\$26,109
<b>5. OTHER DIRECT COSTS (specify)</b>				
ODC's				\$2,000
<b>TOTAL EXP PRICE</b>				<b>\$289,198</b>
<b>6. SUBCONSULTANT FEES</b>				
David Evans and Associates (Topo Mapping)				\$38,366.00
Geocon (Geotechnical)				\$22,255.00
EPIC Land Solutions (Utilities and Right of Way)				\$46,420.00
ICF (Regulatory Compliance)				\$84,071.00
Total Sub-Consultant Fee				\$191,112.00
<b>TOTAL FEE</b>				<b>\$480,311.00</b>
DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT			
6/1/2020				

Item 15.

TASK	DESCRIPTION	FIRM	Project Manager	Senior Project Engineer	Senior CM	Roadway Lead	Roadway Designer	Traffic Engineer	Project Engineer	Structures	Senior Drainage Engineer	Drainage Engineer	Stormwater Engineer	TOTAL HO
<b>PROJECT MANAGEMENT / COORDINATION /ADMINISTRATION</b>														
1.10	Meetings	EXP	52	40										92
1.11	Coordination and Progress Reporting	EXP	60											60
<b>SUBTOTAL Task 1 - Project Management</b>			<b>112</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>152</b>
<b>ENGINEERING DEVELOPMENT</b>														
<b>6a</b>	<b>30% Submittal Package</b>		<b>40</b>	<b>0</b>	<b>8</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>122</b>	<b>184</b>	<b>0</b>	<b>366</b>
6a.1	Hydrology and Hydraulics	EXP	24								48	64		136
6a.2	Drainage Report	EXP	8								24	40		72
6a.3	Preliminary Storm Drain Plan and Profiles (10 sheets)	EXP	8		8	4	8				50	80		158
<b>6b</b>	<b>60% Submittal Package</b>		<b>30</b>	<b>0</b>	<b>6</b>	<b>44</b>	<b>44</b>	<b>16</b>	<b>24</b>	<b>30</b>	<b>70</b>	<b>147</b>	<b>0</b>	<b>411</b>
6b.1	Update Hydrology and Hydraulics	EXP	8								16	24		48
6b.2	Update Drainage Report	EXP	2								8	16		26
6b.3	Storm Drain Plan and Profiles (15 sheets)	EXP	8		4	16	24				30	75		157
6b.4	Traffic Control Plans (4 Sheets)	EXP	2					16	24					42
6b.5	Structural Details (3 sheets)	EXP	2		2					30				34
6b.6	Drainage Details (2 sheets)	EXP	2								8	20		30
6b.7	Technical Specifications and Special Provisions	EXP	4			24	8							36
6b.8	Engineers Estimate	EXP	2			4	12				8	12		38
<b>7a</b>	<b>90% Submittal Package</b>		<b>30</b>	<b>0</b>	<b>2</b>	<b>52</b>	<b>16</b>	<b>8</b>	<b>16</b>	<b>24</b>	<b>66</b>	<b>115</b>	<b>48</b>	<b>377</b>
7a.1	Update Hydrology and Hydraulics	EXP	4								16	8		28
7a.2	Update Drainage Report	EXP	2								8	8		18
7a.3	Storm Drain Plan and Profiles (15 sheets)	EXP	16		2	8	16				30	75		147
7a.4	90% Traffic Control Plans (4 sheets)	EXP	2					8	16					26
7a.5	Structural Details (3 sheets)	EXP	0							24				24
7a.6	Drainage Details (2 sheets)	EXP	0								4	16		20
7a.7	Technical Specifications and Special Provisions	EXP	2			40								42
7a.8	Engineers Estimate	EXP	2			4					8	8		22
7a.9	SWPPP	EXP	2										48	50
<b>7b</b>	<b>100 % Submittal Package</b>		<b>17</b>	<b>0</b>	<b>2</b>	<b>32</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>8</b>	<b>48</b>	<b>64</b>	<b>24</b>	<b>211</b>
7b.1	Update Hydrology and Hydraulics	EXP	1								4	4		9
7b.2	Update Drainage Report	EXP	1								4	4		9
7b.3	100% Storm Drain Plan and Profiles (15 sheets)	EXP	8		2	4	4				24	40		82
7b.4	Traffic Control Plans (4 Sheets)	EXP	1					8	4					13
7b.5	Structural Details (3 sheets)	EXP	0							8				8
7b.6	Drainage Details (2 sheets)	EXP	0								8	8		16
7b.7	Technical Specifications and Special Provisions	EXP	4			24								28
7b.8	Engineers Estimate	EXP	1			4					8	8		21
7b.9	SWPPP	EXP	1										24	25
	<b>QA/QC</b>		<b>2</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>
	QA/QC	EXP	2		16									18
<b>SUBTOTAL - Task 4 - Engineering</b>			<b>119</b>	<b>0</b>	<b>34</b>	<b>132</b>	<b>72</b>	<b>32</b>	<b>44</b>	<b>62</b>	<b>306</b>	<b>510</b>	<b>72</b>	<b>1,383</b>
<b>TOTAL</b>			<b>231</b>	<b>40</b>	<b>34</b>	<b>132</b>	<b>72</b>	<b>32</b>	<b>44</b>	<b>62</b>	<b>306</b>	<b>510</b>	<b>72</b>	<b>1,535</b>

## SUBCONSULTANT FEES

**Cost & Price Form**

<b>NAME OF SUBCONSULTANT:</b>		DEA	
<b>Name of Firm:</b> EXP U.S. SERVICES			
<b>1. DIRECT LABOR</b>	<b>Year 2020-2021</b>		
	<b>HOURS</b>	<b>RATE</b>	<b>COST</b>
Robert D. Vasquez, PLS	10	\$75.50	\$755
Felicia Mantz	9	\$31.90	\$287
Robert Huff	52	\$55.00	\$2,860
Jay Bentley	62	\$53.66	\$3,327
Jerry Woodrow	0	\$56.83	\$0
Jeff Blakely	52	\$54.11	\$2,814
Chris Dominquez	0	\$52.06	\$0
Fulton Torreyson	52	\$49.26	\$2,562
Mike Balderston	0	\$48.68	\$0
0	237		\$12,604
TOTAL			
TOTAL DIRECT LABOR (COST)			\$12,604
TOTAL DIRECT LABOR (Hours)			237.00
<b>2. INDIRECT COSTS (overhead, G&amp;A - specify)</b>			
	INDIRECT RATE (%)	X BASE =	COST
Fringe	60.94%	\$12,604	\$7,681
Overhead	113.61%	\$12,604	\$14,320
G&A	0.00%	\$12,604	\$0
TOTAL INDIRECT			\$22,001
<b>3. TOTAL DIRECT COST AND INDIRECT COSTS (sum of lines 1-2)</b>			\$34,605
<b>4. FIXED FEE OR PROFIT</b>			
(specify, applies to line 3 only)	10.00%	\$34,605	\$3,460
		\$34,605	\$0
TOTAL FEE			\$3,460
<b>5. OTHER DIRECT COSTS (specify)</b>			
ODC's			\$300
TOTAL OTHER DIRECT			\$300.00
<b>6. TOTAL PROPOSED PRICE (sum of lines 3, 4 and 5)</b>			<b>\$38,365.50</b>

Item 15.

TASK	DESCRIPTION	FIRM	Robert D. Vasquez, PLS	Felicia Mantz	Robert Huff, PLS	Jay Bentley, PLS	Jeff Blakely	Fulton Torreyson	TOTAL HOURS	Cost
			Management		Structures		Roadway			
<b>TASK 2 - SURVEY AND MAPPING</b>										
2.10	Survey Control	DEA	2	1	8	4	8	8	31	\$1,701.00
2.11	Existing Data Review	DEA	2	1	16	8	8	8	43	\$2,373.00
2.12	Additional Ground Surveys	DEA	2	2	8	32	32	32	108	\$5,788.00
2.13	Pothole Surveys	DEA	2	1	4	2	4	4	17	\$941.00
2.14	Right of Way Base Map Updates	DEA	2	4	16	16			38	\$2,050.00
<b>SUBTOTAL - Task 2 -Survey and Mapping</b>			<b>10</b>	<b>9</b>	<b>52</b>	<b>62</b>	<b>52</b>	<b>52</b>	<b>237</b>	<b>\$12,853.00</b>

**Cost & Price Form**

Name of Firm: Epic				
Project: Beaumont MDP Line 2 - Stage 1				
	Year 2020-2021			Notes and Assumptions: Escalation rates are not applied.
	HOURS	RAW RATE	COST	
Curtis Bibolet	113	\$50.00	\$5,650	
Ryan Ackland	140	\$26.44	\$3,702	
Abigail Lopez	17	\$42.40	\$721	
TOTAL	270		\$10,072	
TOTAL DIRECT LABOR (COST)				\$10,072
TOTAL DIRECT LABOR (Hours)				270
<b>2. INDIRECT COSTS (overhead, G&amp;A - specify)</b>				
	INDIRECT RATE (%)	X BASE =	COST	
Fringe	51.89%	\$10,072	\$5,227	
Overhead	69.65%	\$10,072	\$7,015	
G&A	53.02%	\$10,072	\$5,340	
TOTAL INDIRECT				\$17,582
<b>3. TOTAL DIRECT COST AND INDIRECT COSTS (sum of lines 1</b>				\$27,655
<b>4. FIXED FEE OR PROFIT</b>				
(specify, applies to line 3 only)	10.00%	\$27,655	\$2,765	
TOTAL FEE				\$2,765
<b>5. OTHER DIRECT COSTS (specify)</b>				
ODC's				\$16,000
<b>TOTAL PRICE</b>				<b>\$46,420</b>

TASK	DESCRIPTION	FIRM	Curtis Bibolet	Ryan Ackland	Abigail Lopez	TOTAL HOURS
<b>TASK 3 - Utilities Research</b>						
3.00	Project Management (Meetings, File maintenance, File close-out, Status reports, etc.).		16	23	16	55
3.10	Utility Research		29	32		61
3.20	Pothole Coordination		16	18	1	35
3.2a	Utility Coordination		52	67		119
	<b>SUBTOTAL Task 3 - Utilities Research</b>		<b>113</b>	<b>140</b>	<b>17</b>	<b>270</b>
<b>TOTAL</b>	<b>Subconsultant Total</b>		<b>113</b>	<b>140</b>	<b>17</b>	<b>270</b>

SCHEDULE II - OTHER DIRECT COSTS SCHEDULE				
	Type of ODC	Quantity	Unit Rate	Budget Amount
Actual	Mileage	1	\$400.000	\$400.00
Actual	Real estate and property ownership data	1	\$200.000	\$200.00
Actual	Potholing	10	\$1,500.000	\$15,000.00
Actual	Postage/Overnight Packages	1	\$170.000	\$170.00
			Total	\$15,770.00
			Rounded	\$16,000.00

**Cost & Price Form**

Name of Subconsultant - ICF				
Project: Beaumont MDP Line 2 - Stage 1				
	Year 2020-2021			Notes and Assumptions: Escalation rates are not applied.
	HOURS	RAW RATE	COST	
Calvert, Brian	12	\$96.91	\$1,162.92	
Leight, Debra	18	\$60.67	\$1,092.06	
Corpuz, Monica	106	\$50.48	\$5,350.88	
Vargas, Benjamin	10	\$54.50	\$545.00	
Hoisington, Gregory	12	\$62.28	\$747.36	
Flacy, Meagan	8	\$27.04	\$216.32	
Cooper, Keith	8	\$69.40	\$555.20	
Garcia, Johnnie	40	\$44.36	\$1,774.40	
Hardie, Jon	10	\$61.29	\$612.90	
Higginson, Jonathan	4	\$60.26	\$241.04	
Moskus, Eric	34	\$40.87	\$1,389.58	
Pham, Peter	20	\$28.49	\$569.80	
Yates, Timothy	8	\$43.81	\$350.48	
Roderick, Margaret	32	\$31.18	\$997.76	
Flores, Marisa	56	\$48.32	\$2,705.92	
Richards, Phillip	52	\$48.80	\$2,537.60	
Klinefelter, Kristen	34	\$35.17	\$1,195.78	
Byram, Saadia	40	\$38.80	\$1,552.00	
Shook, Jill	8	\$32.40	\$259.20	
Trageser, Darrin	36	\$35.73	\$1,286.28	
<b>TOTAL</b>	<b>548</b>		<b>\$25,142.48</b>	
<b>TOTAL DIRECT LABOR (COST)</b>				<b>\$25,142.48</b>
<b>TOTAL DIRECT LABOR (Hours)</b>				<b>\$548.00</b>
<b>2. INDIRECT COSTS (overhead, G&amp;A - specify)</b>				
	INDIRECT RATE (%)	COST		
Fringe	36.77%	\$9,244.89		
Overhead	135.16%	\$33,982.58		
G&A	6.74%	\$1,694.60		
<b>TOTAL INDIRECT</b>				<b>\$44,922.07</b>
<b>3. TOTAL DIRECT COST AND INDIRECT COSTS (sum of)</b>				<b>\$70,064.55</b>
<b>4. FIXED FEE OR PROFIT</b>				
(specify, applies to line 3 only)	10.00%	\$7,006		
<b>TOTAL FEE</b>				<b>\$7,006.45</b>
<b>5. OTHER DIRECT COSTS (specify)</b>				
ODC's				<b>\$7,000.00</b>
<b>TOTAL PRICE</b>				<b>\$84,071.00</b>

TASK	DESCRIPTION	FIRM	Calvert, Brian	Leight, Debra	Corpuz, Monica	Vargas, Benjamin	Hoisington, Gregory	Flarcy, Meagan	Cooper, Keith	Garcia, Johnnie	Hardie, Jon	Higginson, Jonathan	Moskus, Eric	Pham, Peter	Yates, Timothy	Roderick, Margaret	Flores, Marisa	Richards, Phillip	Klinefelter, Kristen	Byram, Saadia	Shook, Jill	Trageser, Darri	TOTAL HOURS
<b>TASK 4 - Regulatory Compliance</b>																							
4.00	Project Management and Coordination	ICF	8	8	74																8		98
4.10	Biological Resources Technical Report and Focused Surveys	ICF	1	3	8		12			22							56	52	34	12			200
4.20	Noise Technical Memorandum	ICF	1	1	6					8	10	4	34							8			72
4.30	Cultural Resources Assessment	ICF	1	4	8	10				10				20	8	32				12			105
4.40	Air Quality and Greenhouse Gas Technical Memorandum	ICF	1	1	6				8											8		36	60
4.50	CEQA Categorical Exemption	ICF		1	4			8															13
	<b>SUBTOTAL Task 4 - Regulatory Compliance</b>		<b>12</b>	<b>18</b>	<b>106</b>	<b>10</b>	<b>12</b>	<b>8</b>	<b>8</b>	<b>40</b>	<b>10</b>	<b>4</b>	<b>34</b>	<b>20</b>	<b>8</b>	<b>32</b>	<b>56</b>	<b>52</b>	<b>34</b>	<b>40</b>	<b>8</b>	<b>36</b>	<b>548</b>
<b>TOTAL</b>	<b>Subconsultant Total</b>		<b>12</b>	<b>18</b>	<b>106</b>	<b>10</b>	<b>12</b>	<b>8</b>	<b>8</b>	<b>40</b>	<b>10</b>	<b>4</b>	<b>34</b>	<b>20</b>	<b>8</b>	<b>32</b>	<b>56</b>	<b>52</b>	<b>34</b>	<b>40</b>	<b>8</b>	<b>36</b>	<b>548</b>

**PROPOSED FEES**

Based upon the scope of services discussed above and assumptions made, we have summarized our proposed fees in Table 1, below. Our services will be billed on a time and materials basis in accordance with the attached *Schedule of Fees*. Invoices would be submitted at four-week intervals and would be itemized to reflect only the actual time and costs incurred.

**Table 1**

Activity Description	Personnel	Rate	Qty	Total
<b>Prefield Activities</b>				
Permit Preparation	Project Engineer	\$130	8	\$1,040
Site Reconnaissance, Mark Out, and USA Notification	Project Engineer	\$130	4	\$520
Cal Trans Permit Fee Estimate		\$1,115	1	<u>\$1,115</u>
			<b>subtotal</b>	<b>\$2,675</b>
<b>Field Activities</b>				
Geotechnical Borings - 2 Days				
Drilling Subcontractor at PW	2R Drilling	\$7,555	1	\$7,555
Geotechnical logging and sampling	Geologist/Engineer	\$130	18	\$2,340
Traffic Control Signage	Rental	\$575	1	\$575
Surry & Temp AC	Supplies	\$300	1	<u>\$300</u>
			<b>subtotal</b>	<b>\$10,770</b>
<b>Laboratory Testing</b>				
Maximum Density Optimum Moisture, Moisture & Density, Direct Shear, Corrosion Screening, R-value, Expansion Potential	Laboratory	\$5,010	1	<b>\$5,010</b>
<b>Geotechnical Analysis and Recommendations</b>				
Draft Geotechnical Report	Geocon	\$2,800	1	\$2,800
Finalizing Report	Geocon	\$1,000	1	<u>\$1,000</u>
			<b>subtotal</b>	<b>\$3,800</b>
<b>TOTAL ESTIMATE:</b>				<b>\$22,255</b>
<b>Optional Pump Test</b>				
	BC2 Environmental	\$8,115	1	<b>\$8,115</b>
Costs to disposed of pumped water will be added to this estimate based on environmental lab tests of pumped water.				

November 5, 2020

**City of Beaumont**

**Attn:** Jeff Hart, Public Works Director / City Engineer  
Public Works Department  
550 E. 6th Street  
Beaumont, CA 92223

**RE: Request for Proposal for Professional Engineering Services for Beaumont Master Drainage Plan Line 2, Stage 1 - Updated Scope of Services and Fee**

Dear Mr. Hart,

Per your letter request dated October 27, 2020, EXP U.S. Services is pleased to submit our Revised Scope of Work and Fees. We understand that Riverside County Flood Control and Water Conservation District (RCFC & WCD) will be performing an analysis for the deficient downstream facilities and the 1982 Hydrology Study will be used to design Line 2, Stage 1.

We look forward to working with the City and should you have any questions regarding this scope of work and fees, please contact Portia Gonzalez, P.E., Project Manager at 949.257.5340 or by e-mail [portia.gonzalez@exp.com](mailto:portia.gonzalez@exp.com).

Respectfully Submitted,



**Khalil Saba, PE**

Vice President, Transportation Sector, Southern California  
t: 909.751.3253 | m: 909.228.2821 | e: [khalil.saba@exp.com](mailto:khalil.saba@exp.com)

## Revised Scope of Work

Together with the City at the kick-off meeting upon NTP, the EXP team will review our 12-month schedule and create a baseline schedule for your approval. Portia will update the schedule bi-weekly to apprise the City of Beaumont of the work progress.

EXP will begin with topographical mapping, utility research, right of way mapping, and permit identification. Resource allocation is the roadmap for the design and oversight teams to work together delivering the project. For our 12-month environmental and design schedule, the following scope of work defined in the RFP and our deep understand of the project are discussed in detail below.

### Detailed Workplan of Specific Work Task

#### TASK 1 | PROJECT MANAGEMENT

**1.1 Meetings:** A project kickoff meeting will be conducted to confirm the Scope of Services and design parameters. PDT meetings will be conducted monthly or as necessary throughout the duration of the project to track the overall project and facilitate the flow of information between the City, EXP, and all other stakeholders. Additional as-needed meetings will be held to address specific concerns. Agendas and meeting minutes will be generated for each meeting. (10 meetings assumed).

**1.2 Coordination + Progress Reporting:** EXP will provide coordination with City staff as well as other stakeholders as required. These may include RCFC, UPRR, Cherry Valley Water District, adjacent property owners or management companies. EXP will supervise, coordinate, monitor and review the project for conformance with standards, policies, and procedures. Monthly progress reports will also be provided to document the progress on the project. The EXP team will conduct a field review of the project site.

#### Deliverables:

- Project Schedule
- Monthly Project Status Reports
- Meeting Minutes
- PMP

#### TASK 2 | TOPOGRAPHIC SURVEY + BOUNDARY CONTROL

**2.1 Control Surveys:** Existing monuments will be utilized where available and durable monuments will be set as required where no suitable monuments exist. Should additional survey control be required to be set, horizontal and vertical control will be established from said existing survey control.

**2.2 Photogrammetric Mapping:** No additional aerial mapping will be obtained. Only existing mapping will be utilized and supplemented with ground surveys for areas of this project not covered by existing mapping.

**2.3 Topographic Survey:** Topographic field surveys will be performed to collect verification surveys within the project limits as identified by the design engineer. Supplemental surveys will be used to collect areas which are found to be different during our field review and to collect information at critical tie-in points, surface visible utilities and other features obscured by vegetation or shadows in the aerial mapping which fall within the survey limits. The topographic survey data will be processed and plotted at a scale comparable to the existing mapping files.

**2.4 Utility Mapping:** Field surveys will be performed to support the utility potholing effort. Once the potholes are completed, survey crews will obtain the location of the potholes and incorporate this information with the topographic survey.

**2.5 Right of Way Base Map:** Office staff will review existing base map provided by the city and verify the right of way and centerline data shown on said existing plans. Research will be conducted with the County of Riverside for maps and documents relating to the flood control right of way and street right of way. It is not anticipated that any field work will be needed for this task so no time has been included. Should there be a need for additional services beyond a review verification, these additional services will require additional fees outside this scope and fee.

**Deliverables:**

- Topographical Mapping
- Aerial Photography
- Base Mapping with Utilities
- Right-of-Way and Control Points

### TASK 3 | UTILITIES RESEARCH

Epic will act as the primary point of contact between the utility owners and project team identified on the utility plans. The scope of work will include:

**3.1 Utility As-Built:** They will collect utility as-builts, actively participate in PDT/utility focus meetings, prepare the introductory request for as-built notices to twelve (12) utility owners and also, prepare and issue utility verification notices to make sure the facilities are accurately plotted on the project utility plans.

**3.2 Reviews and Verification:** Coordinate and perform up to ten (10) potholes, as well as provide a fee for each additional requested. A review and verification with the design team which facilities are considered in conflict will also be completed. They will coordinate and plan a meeting amongst the utility owner, design team and the City as needed to discuss the project design, relocation alternatives, and a plan to resolve the conflict (Est. four (4) meetings including field meetings) and provide a final close-out file to the City.

**Deliverables:**

- Three (3) copies and one (1) digital copy of the Pothole Location Exhibit.

### TASK 4 | REGULATORY COMPLIANCE

**4.1 Biological Resources Technical Report and Focused Surveys:** A detailed literature and database review will be conducted to identify special-status species known or reported from the project area, as well as applicable Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) area policies. Following the literature review, ICF will perform field surveys and prepare a Biological Technical Report (BTR) analyzing potential impacts to biological resources and MSHCP consistency for this task. The site is within a burrowing owl survey area, and a four-visit focused survey will be performed within all suitable habitat between March 15 and August 31 in the project's limits of disturbance (LOD) and a 500-foot buffer.

**4.2 Noise Technical Memorandum:** ICF will conduct a noise analysis of construction impacts related to the Project, which would consist of 5,000 feet of reinforced concrete pipe being placed underground. Along with the residences identified toward the southern section of the alignment, ICF will identify any other noise-sensitive land uses located in the general vicinity of the Project that could be impacted by noise and vibration during construction. Based on the nature of the project, operational noise would generally be negligible. Therefore, it is assumed that operational noise will be address qualitatively. The City of Beaumont generally exempts construction, except for interior levels that could exceed the City's municipal code at residences.

**4.3 Cultural Resources Assessment:** Historic maps and photographs will also be reviewed, if available. Due to the COVID-19 pandemic, the SCCIC is closed to outside researchers; therefore, records search results are

expected to be delayed. According to SCCIC, a duration of at least 13 weeks should be expected from the time the record search is submitted to the time that the record search information is received. The scope of work will include:

- Pre-field Coordination
- Pedestrian Survey

## Paleontological Resources

**4.4 Air Quality and Greenhouse Gas Technical Memorandum:** The Air Quality Impact Analysis will be prepared to meet County and South Coast Air Quality Management District (SCAQMD) CEQA requirements. Impact analyses will be prepared consistent with the analytical methodology, technical requirements, and significance criteria outlined by the SCAQMD in their CEQA Air Quality Analysis Handbook (as updated per the SCAQMD website).

**4.5 CEQA Categorical Exemption:** ICF will prepare a CEQA Notice of Exemption (NOE) for approval by the City and filing by ICF. ICF assumes that the noise, biological resources, air quality, and cultural resources technical studies and memos that are prepared will support the NOE. Only the NOE is assumed; no separate report or document.

### Deliverables:

- Technical Reports + Memoranda
- Three (3) copies and one (1) digital copy of applications permits and correspondence

## TASK 5 | GEOTECHNICAL INVESTIGATION

Geocon will prepare an encroachment permit application for the City of Beaumont and Caltrans to perform borings and subsequent patching within the roadways.

**5.1 Geotechnical Borings:** Geotechnical borings will be excavated along the proposed storm drain alignment. We have budgeted two days of drilling to excavate ten borings. We will measure the pavement and base thicknesses, log the geotechnical borings based on USCS criteria, and collect soil samples for laboratory testing. The borings will be backfilled with soil cuttings and temporarily patched with cold patch asphalt. The scope of work will include:

**5.2 Laboratory Testing:** Perform laboratory testing, which is anticipated to include maximum density/optimum moisture, in-situ density and moisture, direct shear, corrosion screening, and R-value testing. The final laboratory program will be based on conditions encountered during drilling.

**5.3 Geotechnical Report:** Prepare a geotechnical report for the proposed improvements. The report will include geotechnical recommendations for design and construction of the storm drain line, including temporary excavations, utility backfill, pavement restoration, temporary shoring pressures, boring logs, boring location map, results of laboratory testing, and identification of geologic hazards which could impact the proposed improvements.

**OPTIONAL - Pump Testing** will be performed if groundwater is encountered within the borings. We will collect water samples during drilling and run environmental laboratory tests to determine the chemical properties of the water so a disposal plan can be made. The cost of disposing of the water will depend on the chemicals within the groundwater.

### Deliverables:

- Three (3) copies and (1) digital copy of the draft
- Final Geotechnical Report
- Task 6 | Preliminary Design (30% + 60% Submittals)

The Preliminary Design will be based on the hydrology and hydraulic study and will include catchbasin locations, pipe alignment and profiles.

## 6a. 30% Submittal

**6a.1 Hydrology and Hydraulic Study:** EXP will utilize the Riverside County Flood Control District 1983 Hydrology Study design flows for Line 2 and develop a hydraulic model using WSPG to establish the Water Surface Profile/Hydraulic Grade Line.

The 10-year and 100-year flow rates will be calculated for all catchbasins and off-site areas. The RCFC & WCD Hydrology Manual and Rational Method will be used to calculate peak flows for all catchment points. Flowmaster will be used to size the catchbasins and calculate flow spread.

**6a.2 Hydrology + Hydraulics Report:** The report will include a narrative, Rational Method Hydrology results and summary table, WSPG calculations, and catchbasin hydraulics results and summary table. A Drainage Area Map will be included that will include information such as catchment points and respective peak flow rates, tributary areas, times of concentrations and flow lengths.

**6a.3 30% Storm Drain + Plan Profile:** With the base mapping completed, the preliminary storm drain plan and profile will show the Line 2 – Stage 1 trunk line, utilities, right of way, TCE's, lateral connections and stubouts for future connections, manholes, junction structures, transition structures, catchbasins and lengths, local depressions, outlet points, and other catchment point locations will be shown. Typical sections will also be shown for this submittal. The plans will be prepared using a 1":20' scale and profile will be prepared using 1":5'. Annotations will be added to show invert elevations, slopes, hydraulic information, pipe sizes, roadway stationing, pipe off-set distances.

### Deliverables:

- Hydrology + Hydraulics Report
- Preliminary Storm Drain Plans + Profiles
- QA/QC Certification

**6b. 60% Submittal:** The 60% submittal will incorporate comments that are agreed upon from the 30% submittal. Pothole information will define the final alignment and profiles. The Plans and Drainage Reports will be updated from the 30% submittal and also include Drainage Structure Details; Roadway Improvement Plans; Utility Relocation Plans; Traffic Control Plan; and Engineer's Estimate.

### Deliverables:

- Three (3) copies and one (1) digital copy of all deliverables
- Updated Hydrology + Hydraulics Report
- Updated Storm Drain Plans + Profiles
- Structural Details
- Traffic Control Plans
- Utility Relocation Plans
- Specifications + Special Provisions
- Engineer's Estimate
- QA/QC Certification

## TASK 7 | FINAL DESIGN (90% + 100% SUBMITTALS)

Following the incorporation of the City's and RCFC & WCD comments on the 60% level plans and draft bid package. EXP will submit final PS&E documents to the City for review and approval.

**7a. 90% Submittal Package:** The following will be provided in the 90% submittal package.

1. Title Sheet: RCFC Title Sheet
2. Storm Drain Plans and Profiles
3. Connector Pipe Profiles:
4. Structural Details
5. Utility Relocation Plans:
6. RCP Bedding and Paylines
7. Street Improvement Plans
8. Traffic Control Plans
9. SWPPP
10. Specifications and Special Provisions
11. Engineers Estimate

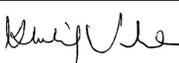
**7b. 100% Submittal Package:** The 100% submittal package will be finalized to include all comments/resolutions received from the City, RCFC + WCD, UPRR, Caltrans, utility owners and other stakeholders. The technical specifications and special provisions and engineers estimate will be finalized for City approval.

**Deliverables:**

- Three (3) copies and one (1) digital copy of all deliverables
- Final Hydrology + Hydraulics Report
- 90% + 100% PS&E;
- QA/QC Certification

## Cost & Price Form

Item 15.

Name of Firm: EXP U.S. SERVICES				
Project: Beaumont MDP Line 2 - Stage 1				
	Year 2020-2021			Notes and Assumptions: Escalation rates are not applied. New rates become effective January 1, 2022.
	HOURS	RATE	COST	
Project Manager	199	\$115.24	\$22,933	
Senior Project Engineer	24	\$115.38	\$2,769	
Senior CM	34	\$117.79	\$4,005	
Roadway Lead	132	\$115.24	\$15,212	
Roadway Designer	72	\$40.87	\$2,943	
Traffic Engineer	32	\$49.52	\$1,585	
Project Engineer	44	\$40.00	\$1,760	
Structures	62	\$98.16	\$6,086	
Senior Drainage Engineer	236	\$64.95	\$15,328	
Drainage Engineer	442	\$37.25	\$16,465	
Stormwater Engineer	72	\$36.06	\$2,596	
TOTAL	1,349		\$91,681	
TOTAL DIRECT LABOR (COST)				\$91,681
TOTAL DIRECT LABOR (Hours)				1,349
<b>2. INDIRECT COSTS (overhead, G&amp;A - specify)</b>				
	INDIRECT RATE (%)	X BASE =	COST	
Fringe	55.09%	\$91,681	\$50,507	
Overhead	98.99%	\$91,681	\$90,755	
G&A	0.59%	\$91,681	\$541	
TOTAL INDIRECT				\$141,802
<b>3. TOTAL DIRECT COST AND INDIRECT COSTS (sum of lines 1</b>				<b>\$233,483</b>
<b>4. FIXED FEE OR PROFIT</b>				
(specify, applies to line 3 only)	10.00%	\$233,483	\$23,348	
TOTAL FEE				\$23,348
<b>5. OTHER DIRECT COSTS (specify)</b>				
ODC's				\$1,000
<b>TOTAL EXP PRICE</b>				<b>\$257,831</b>
<b>6. SUBCONSULTANT FEES</b>				
David Evans and Associates (Topo Mapping)				\$34,571.89
Geocon (Geotechnical)				\$22,255.00
EPIC Land Solutions (Utilities and Right of Way)				\$45,720.00
ICF (Regulatory Compliance)				\$81,835.00
Total Sub-Consultant Fee				\$184,381.89
<b>TOTAL FEE</b>				<b>\$442,214.00</b>
DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT			
11/6/2020				

411

TASK	DESCRIPTION	FIRM	Project Manager	Senior Project Engineer	Senior CM	Roadway Lead	Roadway Designer	Traffic Engineer	Project Engineer	Structures	Senior Drainage Engineer	Drainage Engineer	Stormwater Engineer	TOTAL HC
<b>PROJECT MANAGEMENT / COORDINATION / ADMINISTRATION</b>														
1.10	Meetings	EXP	52	24										76
1.11	Coordination and Progress Reporting	EXP	40											40
<b>SUBTOTAL Task 1 - Project Management</b>			<b>92</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>116</b>
<b>ENGINEERING DEVELOPMENT</b>														
<b>6a</b>	<b>30% Submittal Package</b>		<b>32</b>	<b>0</b>	<b>8</b>	<b>4</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>88</b>	<b>160</b>	<b>0</b>	<b>300</b>
6a.1	Catchbasin Hydrology and Hydraulics	EXP	20								24	40		84
6a.b	Drainage Report	EXP	4								24	40		68
6a.3	Preliminary Storm Drain Plan and Profiles (10 sheets)	EXP	8		8	4	8				40	80		148
<b>6b</b>	<b>60% Submittal Package</b>		<b>26</b>	<b>0</b>	<b>6</b>	<b>44</b>	<b>44</b>	<b>16</b>	<b>24</b>	<b>30</b>	<b>56</b>	<b>134</b>	<b>0</b>	<b>380</b>
6b.1	Update Hydrology and Hydraulics	EXP	4								8	24		36
6b.2	Update Drainage Report	EXP	2								8	8		18
6b.3	Storm Drain Plan and Profiles (15 sheets)	EXP	8		4	16	24				24	70		146
6b.4	Traffic Control Plans (4 Sheets)	EXP	2					16	24					42
6b.5	Structural Details (3 sheets)	EXP	2		2					30				34
6b.6	Drainage Details (2 sheets)	EXP	2								8	20		30
6b.7	Technical Specifications and Special Provisions	EXP	4			24	8							36
6b.8	Engineers Estimate	EXP	2			4	12				8	12		38
<b>7a</b>	<b>90% Submittal Package</b>		<b>30</b>	<b>0</b>	<b>2</b>	<b>52</b>	<b>16</b>	<b>8</b>	<b>16</b>	<b>24</b>	<b>44</b>	<b>84</b>	<b>48</b>	<b>324</b>
7a.1	Update Hydrology and Hydraulics	EXP	4								4	4		12
7a.2	Update Drainage Report	EXP	2								4	4		10
7a.3	Storm Drain Plan and Profiles (15 sheets)	EXP	16		2	8	16				24	60		126
7a.4	90% Traffic Control Plans (4 sheets)	EXP	2					8	16					26
7a.5	Structural Details (3 sheets)	EXP	0							24				24
7a.6	Drainage Details (2 sheets)	EXP	0								4	8		12
7a.7	Technical Specifications and Special Provisions	EXP	2			40								42
7a.8	Engineers Estimate	EXP	2			4					8	8		22
7a.9	SWPPP	EXP	2										48	50
<b>7b</b>	<b>100 % Submittal Package</b>		<b>17</b>	<b>0</b>	<b>2</b>	<b>32</b>	<b>4</b>	<b>8</b>	<b>4</b>	<b>8</b>	<b>48</b>	<b>64</b>	<b>24</b>	<b>211</b>
7b.1	Update Hydrology and Hydraulics	EXP	1								4	4		9
7b.2	Update Drainage Report	EXP	1								4	4		9
7b.3	100% Storm Drain Plan and Profiles (15 sheets)	EXP	8		2	4	4				24	40		82
7b.4	Traffic Control Plans (4 Sheets)	EXP	1					8	4					13
7b.5	Structural Details (3 sheets)	EXP	0							8				8
7b.6	Drainage Details (2 sheets)	EXP	0								8	8		16
7b.7	Technical Specifications and Special Provisions	EXP	4			24								28
7b.8	Engineers Estimate	EXP	1			4					8	8		21
7b.9	SWPPP	EXP	1										24	25
<b>QA/QC</b>			<b>2</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>
<b>QA/QC</b>			<b>2</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>
<b>SUBTOTAL - Task 4 - Engineering</b>			<b>107</b>	<b>0</b>	<b>34</b>	<b>132</b>	<b>72</b>	<b>32</b>	<b>44</b>	<b>62</b>	<b>236</b>	<b>442</b>	<b>72</b>	<b>1,233</b>
<b>TOTAL</b>			<b>199</b>	<b>24</b>	<b>34</b>	<b>132</b>	<b>72</b>	<b>32</b>	<b>44</b>	<b>62</b>	<b>236</b>	<b>442</b>	<b>72</b>	<b>1,349</b>

## SUBCONSULTANT FEES



# DAVID EVANS AND ASSOCIATE

TASK	DESCRIPTION	FIRM	Robert D. Vasquez, PL	Felicia Mantz	Robert Huff, PLS	Jay Bentley, PLS	Jerry Woodrow, PLS	Jeff Blakely	Chris Dominguez	Fulton Torreyson	Mike Balderston	TOTAL HOURS	Item 15. Cost
<b>TASK 2 - SURVEY AND MAPPING</b>													
2.10	Survey Control	DEA	2	1	8	4		8		8		31	\$1,664.50
2.11	Existing Data Review	DEA	2	1	16	8		8		8		43	\$2,319.14
2.12	Additional Ground Surveys	DEA	2	2	8	24		24		24		84	\$4,423.52
2.13	Pothole Surveys	DEA	2	1	4	2		4		4		17	\$923.70
2.14	Right of Way Base Map Updates	DEA	2	4	16	16						38	\$2,017.16
<b>SUBTOTAL - Task 2 -Survey and Mapping</b>			<b>10</b>	<b>9</b>	<b>52</b>	<b>54</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>213</b>	<b>\$11,348.02</b>

**PROPOSED FEES**

Based upon the scope of services discussed above and assumptions made, we have summarized our proposed fees in Table 1, below. Our services will be billed on a time and materials basis in accordance with the attached *Schedule of Fees*. Invoices would be submitted at four-week intervals and would be itemized to reflect only the actual time and costs incurred.

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Finalizing Report	Geocon	\$1,000	1	<u>\$1,000</u>
			<b>subtotal</b>	<b>\$3,800</b>
<b>TOTAL ESTIMATE:</b>				<b>\$22,255</b>
<b>Optional Pump Test</b>				
	BC2 Environmental	\$8,115	1	<b>\$8,115</b>
Costs to disposed of pumped water will be added to this estimate based on environmental lab tests of pumped water.				

**Cost & Price Form**

Name of Firm: EXP U.S. SERVICES Project: Beaumont MDP Line 2 - Stage 1				
	Year 2020-2021			Notes and Assumptions: Escalation rates are not applied.
	HOURS	RAW RATE	COST	
Curtis Bibolet	113	\$50.00	\$5,650	
Ryan Ackland	140	\$26.44	\$3,702	
Abigail Lopez	17	\$42.40	\$721	
TOTAL	270		\$10,072	
TOTAL DIRECT LABOR (COST)				\$10,072
TOTAL DIRECT LABOR (Hours)				270
<b>2. INDIRECT COSTS (overhead, G&amp;A - specify)</b>				
	INDIRECT RATE (%)	X BASE =	COST	
Fringe	51.89%	\$10,072	\$5,227	
Overhead	69.65%	\$10,072	\$7,015	
G&A	53.02%	\$10,072	\$5,340	
TOTAL INDIRECT				\$17,582
<b>3. TOTAL DIRECT COST AND INDIRECT COSTS (sum of lines 1.</b>				\$27,655
<b>4. FIXED FEE OR PROFIT</b>				
(specify, applies to line 3 only)	10.00%	\$27,655	\$2,765	
TOTAL FEE				\$2,765
<b>5. OTHER DIRECT COSTS (specify)</b>				
ODC's				\$15,300
<b>TOTAL PRICE</b>				<b>\$45,720</b>
DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT			

EPIC

Item 15.

TASK	DESCRIPTION	FIRM	Curtis Bibolet	Ryan Ackland	Abigail Lopez	TOTAL HOURS
<b>TASK 3 - Utilities Research</b>						
3.00	Project Management (Meetings, File maintenance, File close-out, Status reports, etc.).		16	23	16	55
3.10	Utility Research		29	32		61
3.20	Pothole Coordination		16	18	1	35
3.2a	Utility Coordination		52	67		119
	<b>SUBTOTAL Task 3 - Utilities Research</b>		<b>113</b>	<b>140</b>	<b>17</b>	<b>270</b>
<b>TOTAL</b>	<b>Subconsultant Total</b>		<b>113</b>	<b>140</b>	<b>17</b>	<b>270</b>

SCHEDULE II - OTHER DIRECT COSTS SCHEDULE				
	Type of ODC	Quantity	Unit Rate	Budget Amount
Actual	Mileage	1	\$400.000	\$400.00
Actual	Real estate and property ownership data	1	\$200.000	\$200.00
Actual	Potholing	10	\$1,500.000	\$15,000.00
Actual	Postage/Overnight Packages	1	\$170.000	\$170.00
			Total	\$15,770.00
			Rounded	\$16,000.00

**ICF  
Cost & Price Form**

Item 15.

Name of Firm: EXP U.S. SERVICES Project: Beaumont MDP Line 2 - Stage 1				
	Year 2020-2021			Notes and Assumptions: Escalation rates are not applied.
	HOURS	RAW RATE	COST	
Calvert, Brian	12	\$96.91	\$1,162.92	
Leight, Debra	17	\$60.67	\$1,031.39	
Corpuz, Monica	106	\$50.48	\$5,350.88	
Vargas, Benjamin	10	\$54.50	\$545.00	
Hoisington, Gregory	10	\$62.28	\$622.80	
Flacy, Meagan	8	\$27.04	\$216.32	
Cooper, Keith	8	\$69.40	\$555.20	
Garcia, Johnnie	38	\$44.36	\$1,685.68	
Hardie, Jon	10	\$61.29	\$612.90	
Higginson, Jonathan	4	\$60.26	\$241.04	
Moskus, Eric	34	\$40.87	\$1,389.58	
Pham, Peter	20	\$28.49	\$569.80	
Yates, Timothy	8	\$43.81	\$350.48	
Roderick, Margaret	32	\$31.18	\$997.76	
Flores, Marisa	53	\$48.32	\$2,560.96	
Richards, Phillip	50	\$48.80	\$2,440.00	
Klinefelter, Kristen	32	\$35.17	\$1,125.44	
Byram, Saadia	38	\$38.80	\$1,474.40	
Shook, Jill	6	\$32.40	\$194.40	
Trageser, Darrin	36	\$35.73	\$1,286.28	
<b>TOTAL</b>	<b>532</b>		<b>\$24,413.23</b>	
TOTAL DIRECT LABOR (COST)				\$24,413.23
TOTAL DIRECT LABOR (Hours)				532.00
<b>2. INDIRECT COSTS (overhead, G&amp;A - specify)</b>				
	INDIRECT RATE (%)	X BASE =	COST	
Fringe	36.77%	\$24,413.23	\$8,976.74	
Overhead	135.16%	\$24,413.23	\$32,996.92	
G&A	6.74%	\$24,413.23	\$1,645.45	
				\$43,619.12
<b>3. TOTAL DIRECT COST AND INDIRECT COSTS (sum of lines 1-2)</b>				<b>\$68,032.35</b>
<b>4. FIXED FEE OR PROFIT</b>				
(specify, applies to line 3 only)	10.00%	\$68,032.35	\$6,803.23	
				\$6,803.23
<b>5. OTHER DIRECT COSTS (specify)</b>				
ODC's				\$7,000.00
<b>TOTAL PRICE</b>				<b>\$81,835.58</b>
DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONSULTANT			

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Item 15.

TASK	DESCRIPTION	FIRM	Calvert, Brian	Leight, Debra	Corpuz, Monica	Vargas, Benjamin	Holsington, Gregory	Flacy, Meagan	Cooper, Keith	Garcia, Johnnie	Hardie, Jon	Higginson, Jonathan	Moskus, Eric	Pham, Peter	Yates, Timothy	Roderick, Margaret	Flores, Marisa	Richards, Phillip	Klinefelter, Kristen	Byram, Saadia	Shook, Jill	Trageser, Darri	TOTAL HOURS	
			297.065	185.976	154.74	167.063	190.911	82.8876	212.737	135.98	187.877	184.719	125.282	87.3324	134.294	95.5782	148.119	149.59	107.809	118.936	99.318	109.526		
<b>TASK X - XXX</b>																								
Task 1	Project Management and Coordination	ICF	8	8	74																6		96	
Task 2	Biological Resources Technical Report and Focused Surveys	ICF	1	2	8		10			20							53	50	32	10			186	
Task 3	Noise Technical Memorandum	ICF	1	1	6					8	10	4	34											72
Task 4	Cultural Resources Assessment	ICF	1	4	8	10				10				20	8	32						12		105
Task 5	Air Quality and Greenhouse Gas Technical Memorandum	ICF	1	1	6				8													8	36	60
Task 6	CEQA Categorical Exemption	ICF		1	4			8																13
X.XX	XX	ICF																						0
<b>SUBTOTAL Task X -XXX</b>			<b>12</b>	<b>17</b>	<b>106</b>	<b>10</b>	<b>10</b>	<b>8</b>	<b>8</b>	<b>38</b>	<b>10</b>	<b>4</b>	<b>34</b>	<b>20</b>	<b>8</b>	<b>32</b>	<b>53</b>	<b>50</b>	<b>32</b>	<b>38</b>	<b>6</b>	<b>36</b>	<b>532</b>	
<b>TOTAL</b>	<b>Subconsultant Total</b>		<b>12</b>	<b>17</b>	<b>106</b>	<b>10</b>	<b>10</b>	<b>8</b>	<b>8</b>	<b>38</b>	<b>10</b>	<b>4</b>	<b>34</b>	<b>20</b>	<b>8</b>	<b>32</b>	<b>53</b>	<b>50</b>	<b>32</b>	<b>38</b>	<b>6</b>	<b>36</b>	<b>532</b>	

Access Report  
Agency  
Bid Number  
Bid Title

City of Beaumont  
PW2020-004  
RFP for Professional Engineering Services for the Be

Vendor Name	Accessed First Time
McMillen Jacobs Associates	2020-05-06 08:10 AM PDT
Rivertech Inc.	2020-05-13 06:06 PM PDT
HJI Group, Corporation	2020-05-04 03:10 PM PDT
EXP U.S. Services Inc	2020-05-05 02:22 PM PDT
Converse Consultants	2020-05-06 11:43 AM PDT
Hunsaker & Associates Irvine, Inc.	2020-05-11 11:03 AM PDT
Midwest Valley Consulting	2020-05-12 12:19 PM PDT
Inland Foundation Engineering, Inc.	2020-05-06 09:14 AM PDT
CTE South, Inc.	2020-05-08 12:56 PM PDT
Albert A. Webb Associates	2020-05-06 09:01 AM PDT
Achievement Engineering Corp.	2020-05-05 11:58 AM PDT
North America Procurement Council	2020-05-06 06:56 AM PDT
Wayne Enterprises	2020-05-12 06:26 AM PDT
Clark Land Resources, Inc.	2020-05-06 07:52 PM PDT
Riverside Construction Company, Inc.	2020-05-19 01:07 PM PDT
LUDWIG ENGINEERING ASSOCIATES, INC	2020-05-06 08:38 AM PDT
Dodge Data & Analytics	2020-05-04 09:01 PM PDT
Rincon Consultants, Inc.	2020-05-06 07:25 AM PDT
Mulholland Consulting, Inc.	2020-05-21 01:41 PM PDT
L&L Supplies	2020-05-29 10:09 AM PDT
Sonia Savage	2020-05-11 09:13 AM PDT
TRC	2020-05-12 11:56 AM PDT
CDM Smith	2020-05-04 12:17 PM PDT
IMS	2020-05-05 04:23 AM PDT
BKF Engineers	2020-05-06 09:05 AM PDT
kOA	2020-05-07 11:46 AM PDT
Sevenoutsource	2020-05-05 12:14 AM PDT
ELMT Consulting, Inc	2020-05-29 03:27 PM PDT
CWE	2020-05-06 07:19 AM PDT
Aragon Geotechnical, Inc.	2020-05-13 12:57 PM PDT
Onvia	2020-05-04 04:00 PM PDT
IDC Consulting Engineers	2020-05-06 11:16 PM PDT
MRC	2020-05-05 12:38 PM PDT
NV5, Inc.	2020-05-07 08:36 AM PDT
K&A Engineering, Inc.	2020-05-12 04:53 PM PDT
Cozad & Fox, Inc.	2020-05-26 11:23 AM PDT
Ninyo & Moore	2020-05-06 04:20 PM PDT
Montauk	2020-05-06 12:56 AM PDT
RFx Analyst	2020-05-06 11:13 AM PDT
Michael Baker International, Inc.	2020-05-06 08:39 AM PDT
Dodge Data & Analytics	2020-08-27 03:52 PM PDT
SmartProcure	2020-05-04 12:26 PM PDT
Proactive Engineering Consultants, Inc	2020-05-06 07:17 AM PDT
MSA Consulting, Inc.	2020-05-14 10:13 AM PDT
ECORP Consulting, Inc.	2020-05-04 12:38 PM PDT
Ellis Group, Inc.	2020-05-21 10:46 AM PDT
Tukmol General Contractor	2020-05-06 02:44 AM PDT
Simpson Gumpertz & Heger Inc.	2020-05-06 06:55 AM PDT
Barnett Quality Control Services	2020-05-11 07:14 AM PDT
CASC Engineering and Consulting, Inc.	2020-05-06 07:04 AM PDT
West Yost Associates	2020-05-07 04:01 PM PDT
Tetra Tech, Inc.	2020-05-06 12:22 PM PDT
Matich Corporation	2020-05-20 07:11 AM PDT
Kimley-Horn and Associates, Inc.	2020-05-06 11:21 AM PDT
TKE Engineering, Inc.	2020-05-20 04:55 PM PDT
The Blue Book Building & Construction Network	2020-05-29 11:38 AM PDT
MTGL Testing Laboratories	2020-05-11 06:52 AM PDT
Towill, Inc.	2020-05-06 01:01 PM PDT
ENGINEERING RESOURCS OF SOUTHERN CA INC.	2020-05-06 08:16 AM PDT
NV5, Inc.	2020-05-14 03:53 PM PDT
Nancy K Bohl Inc	2020-05-13 01:59 PM PDT



## Staff Report

**TO:** City Council

**FROM:** Jeff Hart, Public Works Director

**DATE:** December 15, 2020

**SUBJECT:** **Approval of the First Amendment to the Professional Services Agreement with SKM Engineering, LLC for Engineering Design Services of the Programmable Logic Controller (PLC) Upgrade Design for the Various Lift Stations in the Wastewater System in an Amount Not to Exceed \$94,081; Award a Public Works Agreement to Southern Contracting Company for Construction Services for PLC Upgrade Project (CIP 2019-010) in an Amount Not to Exceed \$452,075; and Authorize the City Manager to Sign Change Orders up to an Additional \$45,200 for a Total Not to Exceed Construction Budget of \$591,356**

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### Background and Analysis:

On April 21, 2020, City Council approved an agreement with SKM Engineering, LLC (SKM), to provide engineering design services in an amount of \$49,910 for the Programmable Logic Controller (PLC) Upgrade (CIP2019-018).

SKM evaluated ten (10) existing lift stations and provided recommendations to upgrade the PLC systems and communications. The recommendations are unique for each site but have an overall goal of standardizing the entire wastewater collection system and matching the wastewater treatment plant hardware and software.

SKM developed site specific upgrade plans and technical specifications based on their recommendations and City feedback. City staff and SKM developed the bid package for the construction phase.

On November 3, 2020, the project transitioned into the construction phase and was advertised for bid as the PLC Upgrade Project (CIP 2019-010). Two bids (2) bids were received and publicly opened on November 25, 2020. The table below summarizes the received bids.

1. Southern Contracting Company	\$452,075
2. CSI Electrical Contractors, Inc.	\$917,100

The lowest responsive bidder was determined on the basis of the base bid only. City staff reviewed the bids and determined that Southern Contracting Company is the verified lowest responsive and responsible bidder. Southern Contracting Company's bid was within 10% of the City's engineer's cost estimate, therefore, staff is recommending Southern Contracting Company to perform the construction services for the PLC Upgrade Project (CIP 2019-010).

Additionally, City staff is recommending that SKM's contract be amended to allow SKM to provide continued services throughout construction. The services include programming, software and hardware integration, and construction support. SKM has performed much of the programming for the wastewater treatment plant and has a unique familiarity with the City's SCADA needs.

City staff will provide construction management services for the PLC Upgrade Project (CIP 2019-010).

**Fiscal Impact:**

The cost associated with preparing this staff report is \$750.

PLC Upgrade Construction (CIP 2019-010) has a current budget of \$700,000. The \$497,275 construction cost and the \$94,081 first amendment to the professional service agreement with SKM Engineering, LLC will be paid from this budget

**Recommended Action:**

Approval of the First Amendment to the Professional Services Agreement with SKM Engineering, LLC for Engineering Design Services of the Programmable Logic Controller (PLC) Upgrade Design for the Various Lift Stations in the Wastewater System in an Amount Not to Exceed \$94,081;  
Award a Public Works Agreement to Southern Contracting Company for Construction Services for PLC Upgrade Project (CIP 2019-010) in an Amount Not to Exceed \$452,075; and  
Authorize the City Manager to Sign Change Orders up to an Additional \$45,200 for a Total Not to Exceed Construction Budget of \$ 591,356.

**Attachments:**

- A. Contract Amendment - SKM
- B. Public Works Agreement - Southern Contracting Company
- C. Project Plan and Specification
- D. Planholder's list

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF BEAUMONT AND SKM ENGINEERING, LLC, FOR PROFESSIONAL  
ENGINEERING SERVICES FOR PLC UPGRADE DESGIN (CIP2019-010)**

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF BEAUMONT, a general law city, (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and SKM Engineering, LLC, a limited liability company whose address is 533 W 2600 S Suite 25, Bountiful, UT 84010 (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

This First Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

A. On April 21, 2020, the City and SKM Engineering, LLC., entered into that certain agreement entitled “Agreement for Professional Services by Independent Contractor” for PROFESSIONAL ENGINEERING SERVICES FOR PLC UPGRADE DESIGN CIP 2019-018 (“Agreement”).

B. City has requested a further change in scope to the work under the Agreement regarding the upgrade of ten (10) lift stations with new PLC’s and programming and CONTRACTOR has requested that the scope of work should be increased as provided in the Proposal dated October, 2020, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by this reference.

2. AMENDMENT

Section 2 of the Agreement is hereby amended to add to the Services those services identified in the Proposal attached hereto as Exhibit “A”.

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under the original Agreement, compensation was set at forty-nine thousand nine hundred ten dollars (\$49,910). Per this First Amendment, compensation of forty-nine thousand nine hundred ten dollars (\$49,910) is increased by the maximum amount of ninety-four thousand, eighty-one dollars (\$94,081) as provided in the Proposal attached hereto as Exhibit “A” resulting in total compensation under the Agreement not to exceed one hundred forty-three thousand, nine hundred ninety-one dollars (\$143,991).

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

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

**CITY:**

**CONTRACTOR:**

CITY OF BEAUMONT

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Mike Lara, Mayor

Print Name: \_\_\_\_\_

ATTEST

Title: \_\_\_\_\_

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM

\_\_\_\_\_

John Pinkney, City Attorney

**EXHIBIT "A"**  
**PROPOSAL DATED OCTOBER, 2020**



*City of Beaumont*  
*Lift Stations SCADA System*  
*October 2020*

# System Integration Scope of Work

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## Revision 0

### 1. Introduction

The City of Beaumont requires System Integration Services for the upgrade of the existing Lift Station SCADA System. This document summarizes the scope of work associated with these services. The objective of this work is to provide a complete and operational control system for the lift stations that will provide a seamless integration with the SCADA system that is now installed at the wastewater treatment plant.

### 2. Project Goals

This Scope of Work has been developed to achieve the following goals:

- Replace the existing GE PLC's with Allen-Bradley CompactLogix PLC's (construction of panels and installation by Contractor)
- Develop new SCADA Screens and monitoring/control interface with the Inductive Automation Ignition platform.
- Build monitoring screens that allows operators to properly monitor each lift station.
- Build the text and voice notification system to notify operators of different events and alarms
- Setup the firewall and gateway equipment to allow information to be brought into the existing network/SCADA infrastructure in a secure and reliable manner
- Participate in system installation and commissioning activities.
- Provide training for the updated control system

### 3. Scope of Services

The Scope of Services has been divided into the following tasks (each task is further described below):

1. Task 1 – SCADA System Integration
2. Task 2 – Four Seasons Lift Station
3. Task 3 – Seneca Lift Station

4. Task 4 – Coopers Creek Lift Station
5. Task 5 – Marshall Creek Lift Station
6. Task 6 – Noble Lift Station
7. Task 7 – Upper Oak Lift Station
8. Task 8 – Lower Oak Lift Station
9. Task 9 – Little Lower Lift Station
10. Task 10 – Mesa Lift Station
11. Task 11 – Project Contingency

### **3.1.Task 1 – SCADA System Integration**

Integrating the lift stations into the Ignition system will require the following:

1. Provide a secure way of communicating between each lift station and the existing SCADA servers. The SCADA servers will reside on their own secure network. To accomplish this, we will work with the City's IT staff to secure the traffic between the WWTP and each lift station.
2. We will work with the City to obtain cellular service for each of the sites and work to activate each modem for each remote location.
3. Install a new radio at the WWTP for communications to each site in addition to the cellular network. Install the appropriate firewalls for securing the system.

### **3.2.Task 2 – Four Seasons Lift Station**

Integrating the Four Seasons Lift Station will require the following:

1. PLC and HMI programming will be provided for the site and overall SCADA system.
2. Coordination with Contractor for equipment cutover. Participate in Startup and Commissioning.

### **3.3.Task 3 – Seneca Lift Station**

Integrating the Seneca Lift Station will require the following:

1. PLC and HMI programming will be provided for the site and overall SCADA system.
2. Coordination with Contractor for equipment cutover. Participate in Startup and Commissioning.

### **3.4.Task 4 – Coopers Creek Lift Station**

Integrating the Coopers Creek Lift Station will require the following:

1. PLC and HMI programming will be provided for the site and overall SCADA system.
2. Coordination with Contractor for equipment cutover. Participate in Startup and Commissioning.

### **3.5.Task 5 – Marshall Creek Lift Station**

Integrating the Marshall Creek Lift Station will require the following:

1. PLC and HMI programming will be provided for the site and overall SCADA system.
2. Coordination with Contractor for equipment cutover. Participate in Startup and Commissioning.

### **3.6.Task 6 – Noble Lift Station**

Integrating the Noble Lift Station will require the following:

1. PLC and HMI programming will be provided for the site and overall SCADA system.
2. Coordination with Contractor for equipment cutover. Participate in Startup and Commissioning.

### **3.7.Task 7 – Upper Oak Lift Station**

Integrating the Upper Oak Lift Station will require the following:

1. PLC and HMI programming will be provided for the site and overall SCADA system.
2. Coordination with Contractor for equipment cutover. Participate in Startup and Commissioning.

### **3.8.Task 8 – Lower Oak Lift Station**

Integrating the Lower Oak Lift Station will require the following:

1. PLC and HMI programming will be provided for the site and overall SCADA system.
2. Coordination with Contractor for equipment cutover. Participate in Startup and Commissioning.

### **3.9.Task 9 – Little Lower Lift Station**

Integrating the Little Lower Lift Station will require the following:

1. PLC and HMI programming will be provided for the site and overall SCADA system.
2. Coordination with Contractor for equipment cutover. Participate in Startup and Commissioning.

### **3.10. Task 10 – Mesa Lift Station**

Integrating the Mesa Lift Station will require the following:

1. PLC and HMI programming will be provided for the site and overall SCADA system.
2. Coordination with Contractor for equipment cutover. Participate in Startup and Commissioning.

### **3.11. Task 12 – Project Contingency**

We anticipate there will be some unforeseen issues arise while transitioning from the existing system to the new system. The project contingency is developed to cover the costs for dealing with those unforeseen issues. We have setup this contingency to be 10% of the overall project cost.

Cost Proposal

Item 16.

Task ID	Task Description	Project Manager (\$145/Hr)	Controls Engineer (\$125/Hr)	IT Specialist (\$125/Hr)	Labor Cost	Equipment / Software Cost / Per Diem	Total Cost
<b>Task 1 - SCADA System Integration</b>							
0101	Network setup and configuration	2	40	40	\$10,290	\$5,650	\$15,940
0102	HMI Programming	2	80		\$10,290		\$10,290
0103	Cellular Network setup	2	16	8	\$3,290		\$3,290
<b>Task 1 Total:</b>							<b>\$29,520</b>
<b>Task 2 - Four Seasons Lift Station</b>							
0202	Programming	1	24		\$3,145		\$3,145
0203	Installation & Commissioning	1	8	4	\$1,645	\$1,500	\$3,145
<b>Task 2 Total:</b>							<b>\$6,290</b>
<b>Task 3 - Seneca Lift Station</b>							
0302	Programming	1	24		\$3,145		\$3,145
0303	Installation & Commissioning	1	8	4	\$1,645	\$1,500	\$3,145
<b>Task 3 Total:</b>							<b>\$6,290</b>
<b>Task 4 - Coopers Creek Lift Station</b>							
0402	Programming	1	24		\$3,145		\$3,145
0403	Installation & Commissioning	1	8	4	\$1,645	\$1,000	\$2,645
<b>Task 4 Total:</b>							<b>\$5,790</b>
<b>Task 5 - Marshall Creek Lift Station</b>							
0502	Programming	1	24		\$3,145		\$3,145
0503	Installation & Commissioning	1	8	4	\$1,645	\$1,500	\$3,145
<b>Task 5 Total:</b>							<b>\$6,290</b>
<b>Task 6 - Noble Lift Station</b>							
0602	Programming	1	24		\$3,145		\$3,145
0603	Installation & Commissioning	1	8	4	\$1,645	\$1,500	\$3,145
<b>Task 6 Total:</b>							<b>\$6,290</b>
<b>Task 7 - Upper Oak Lift Station</b>							
0702	Programming	1	24		\$3,145		\$3,145
0703	Installation & Commissioning	1	8	4	\$1,645	\$1,500	\$3,145
<b>Task 7 Total:</b>							<b>\$6,290</b>
<b>Task 8 - Lower Oak Lift Station</b>							
0802	Programming	1	24		\$3,145		\$3,145
0803	Installation & Commissioning	1	8	4	\$1,645	\$1,500	\$3,145
<b>Task 8 Total:</b>							<b>\$6,290</b>
<b>Task 9 - Little Lower Lift Station</b>							
0902	Programming	1	24		\$3,145		\$3,145
0903	Installation & Commissioning	1	8	4	\$1,645	\$1,000	\$2,645
<b>Task 9 Total:</b>							<b>\$5,790</b>
<b>Task 10 - Mesa Lift Station</b>							
1002	Programming	1	24		\$3,145		\$3,145
1003	Installation & Commissioning	1	8	4	\$1,645	\$1,500	\$3,145
<b>Task 10 Total:</b>							<b>\$6,290</b>
<b>Task 11 - Project Contingency</b>							
1101	10% Contingency						\$8,513
<b>Task 14 Total:</b>							<b>\$8,513</b>
Sub Total:							\$93,643
Sales Tax (7.75% on Equipment):							\$438
<b>Total:</b>							<b>\$94,081</b>

**CITY OF BEAUMONT  
PUBLIC WORKS AGREEMENT**

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective December 15, 2020 by and between the City of Beaumont, a municipal corporation (“CITY”), and Southern Contracting Company (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**I. SCOPE OF WORK**

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the construction of the PLC Upgrade Construction (CIP2020-010) (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, dated November 3, 2020, and CONTRACTOR’s Bid in response to the Invitation, dated November 25, 2020, are attached hereto as Exhibits :A” and “B”, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation. In the event that any terms of the Bid are different from the Invitation for Bids, the Invitation for Bids shall control. Any additional terms in the Bid that purport to bind the City to any additional terms not contained in this Agreement and related attachments shall not be binding on the City.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

**II. TIME FOR PROJECT COMPLETION**

All of CONTRACTOR’s work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule, attached hereto as Exhibit “C” and incorporated herein by this reference. All work shall commence ten (10) calendar days after receiving a written Notice to Proceed from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

**III. THE CONTRACT SUM**

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the lump sum of \$ 452,075.00 (“Contract Sum”). Except for change orders approved by City as provided in this Agreement, Contractor shall complete the Project for an amount not to exceed the Contract Sum.

#### **IV. PROGRESS PAYMENTS**

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

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

#### **V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT**

CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR’s negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR’s legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR’s negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense,

judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

## **VI. PREVAILING WAGES**

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the “General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1”, for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
  2. Section 1777.4 - Apprenticeship Requirements.
  3. Section 1777.5 - Apprenticeship Requirements.
  4. Section 1813 - Penalty for Failure to Pay Overtime.
  5. Sections 1810 and 1811 - Working Hour Restrictions.
  6. Section 1775 - Payroll Records.
  7. Section 1773.8 - Travel and Subsistence Pay.

## **VII. RECORD AUDIT**

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

## **VIII. FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

## **IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT**

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

## **X. INSURANCE**

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "D"** are copies of Certificates of Insurance and the waiver of subrogation endorsement as required by Section 6.B.1. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

### **A. Types of Insurance**

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

1. **General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
  
2. **Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
  
3. **Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:
  - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
  - Pay on behalf of wording as opposed to reimbursement;
  - Concurrency of effective dates with primary policies;
  - Policies shall “follow form” to the underlying primary policies; and
  - Insureds under primary policies shall also be insureds under the umbrella or excess policies.
  
4. **Workers’ compensation insurance.** CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

- 5. Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

- 6. Builder's risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement

value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

**B. Other provisions or requirements**

1. **Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
2. **Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
3. **Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
4. **CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.

- 5. Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.
- 6. Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 7. Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- 8. Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 9. Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 10. Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.
- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- 15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- 16. Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 17. Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

**XI. CONTRACTOR'S LICENSE**

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

## **XII. REGISTRATION REQUIREMENTS**

A. Pursuant to Section 1771.1(a) of the Labor Code:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

D. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

### **XIII. CORPORATION IN GOOD STANDING**

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that PHILIP E. WATERMAN whose title is PRESIDENT is authorized to act for and bind the corporation.

### **XIV. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

### **XV. SUBSURFACE HAZARDOUS MATERIALS**

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
  2. Subsurface or latent physical conditions at the site differing from those indicated.
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

**XVI. COMPONENT PARTS OF THE CONTRACT**

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- |  |   |
|--|---|
| <input type="checkbox"/> Notice Inviting Bids                | <input type="checkbox"/> Information Required of Bidder     |
| <input type="checkbox"/> Scope of Work Summary               | <input type="checkbox"/> Construction Services Agreement    |
| <input type="checkbox"/> Information for Bidders             | <input type="checkbox"/> Certificate Regarding Worker's     |
| <input type="checkbox"/> Bid Form                            | <input type="checkbox"/> Compensation                       |
| <input type="checkbox"/> Non-Collusion Affidavit             | <input type="checkbox"/> Drug-free Workplace Certification  |
| <input type="checkbox"/> Site Visit Certification            | <input type="checkbox"/> Plans and Specifications           |
| <input type="checkbox"/> Faithful Performance Bond           | <input type="checkbox"/> Addenda                            |
| <input type="checkbox"/> Labor and Materials Payment Bond    | <input type="checkbox"/> Drawings                           |
| <input type="checkbox"/> General and Supplemental Conditions | <input type="checkbox"/> Change Orders                      |
| <input type="checkbox"/> Special Conditions                  | <input type="checkbox"/> Shop Drawing Transmittals          |
| <input type="checkbox"/> Project Construction Schedule       | <input type="checkbox"/> Contractor's Certificate Regarding |
| <input type="checkbox"/> Proposed Subcontractors             | <input type="checkbox"/> Non-Asbestos Containing Materials  |
| <input type="checkbox"/> Bid Bond                            |   |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

**XVII. ENTIRE CONTRACT**

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

**SIGNATURE PAGE TO**  
**CITY OF BEAUMONT**  
**PUBLIC WORKS AGREEMENT**  
(Southern Contract Company)

**CITY:**

CITY OF BEAUMONT

By: \_\_\_\_\_  
Mike Lara, Mayor

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Steven Mehlman, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
John O. Pinkney, City Attorney

**CITY OF BEAUMONT  
PUBLIC WORKS AGREEMENT**

**EXHIBIT "A"**

CITY'S INVITATION FOR BIDS

(Insert behind this page.)

**CITY OF BEAUMONT  
PUBLIC WORKS AGREEMENT**

**EXHIBIT "B"**

CONTRACTOR'S Bid  
(Insert behind this page.)

**CITY OF BEAUMONT  
PUBLIC WORKS AGREEMENT**

**EXHIBIT “C”**

Project Construction Schedule

**CITY OF BEAUMONT**

**CITY OF BEAUMONT  
PUBLIC WORKS AGREEMENT**

**EXHIBIT "D"**

**Insurance Certificates and Endorsements**

**(Insert behind this page.)**

# BID FORM

**NAME OF BIDDER:** Southern Contracting Company

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

## 2019-010 PLC UPGRADE PROJECT

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following BASE BID TOTAL BID PRICE:

<b>BASE BID</b>	<b>BASE BID PRICE (IN WRITTEN FORM)</b>	<b>BID PRICE (IN NUMBERS)</b>
<b>TOTAL BID PRICE</b>	Four Hundred Fifty Two Thousand and Seventy-Five Dollars	\$452,075.00

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

**BASE BID  
BID SCHEDULE**

**2019-010 PLC UPGRADE PROJECT**

<b>ITEM NO.</b>	<b>DESCRIPTION OF ITEMS</b>	<b>EST. QUANTITY/UNIT</b>		<b>UNIT PRICE (FIGURES)</b>	<b>TOTAL COST (FIGURES)</b>
1	Contractor Overhead	1	LS	55,121.00	55,121.00
2	Project Management	1	LS	31,174.00	31,174.00
3	Submittals	1	LS	21,180.00	21,180.00
4	Four Seasons Lift Station Equipment / Labor	1	LS	26,200.00	26,200.00
5	Seneca Lift Station Equipment / Labor	1	LS	27,000.00	27,000.00
6	Coopers Creek Lift Station Equipment / Labor	1	LS	27,000.00	27,000.00
7	Marshall Creek Lift Station Equipment / Labor	1	LS	28,900.00	28,900.00
8	Noble Lift Station Equipment / Labor	1	LS	27,000.00	27,000.00
9	Upper Oak Lift Station Equipment / Labor	1	LS	31,000.00	31,000.00
10	Lower Oak Lift Station Equipment / Labor	1	LS	27,000.00	27,000.00
11	Little Lower Lift Station Equipment / Labor	1	LS	26,000.00	26,000.00
12	Beaumont Mesa Lift Station Equipment / Labor	1	LS	33,000.00	33,000.00
13	City Hall Repeater Equipment / Labor	1	LS	18,400.00	18,400.00
14	San Timoteo Repeater Equipment / Labor	1	LS	12,900.00	12,900.00
15	Olivewood Lift Station Equipment / Labor	1	LS	20,700.00	20,700.00
16	Factory Acceptance Testing	1	LS	18,600.00	18,600.00
17	Project Closeout / O&M Manuals	1	LS	20,900.00	20,900.00
<b>PROJECT BASE BID SUBTOTAL:</b>					<b>\$452,075.00</b>

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the City and a third party, whichever is earlier.

The Contract duration shall commence on the date stated in the City's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the City's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. 222252, Expiration Date 12/31/2020, class of license A, C-10. If the bidder is a joint venture, each member of the joint venture must include the above information.

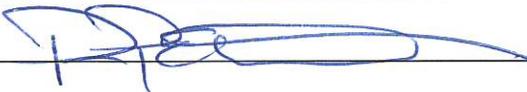
The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

1. Addenda No. 1 thru 1
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
7. Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

## BID FORM

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder Southern Contracting Company

Signature 

Name and Title Philip E. Waterman, President

Dated 11/25/2020

## CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder Southern Contracting Company

Signature 

Name Philip E. Waterman

Title President

Dated 11/25/2020

### BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated NOVEMBER 25, 2020, for **2020-021 PLC UPGRADE PROJECT**.

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

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

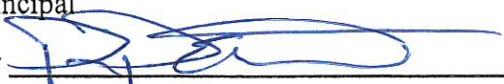
In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 23RD day of NOVEMBER, 2020, the name and corporate seal of each corporation.

(Corporate Seal)

SOUTHERN CONTRACTING COMPANY

Principal

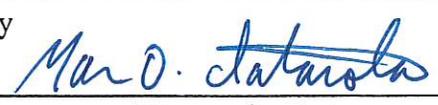
By 

Title PHILIP E. WATERMAN, PRESIDENT

(Corporate Seal)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety

By 

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title MARK D. IATAROLA, ATTORNEY-IN-FACT

STATE OF CALIFORNIA )  
 )  
CITY OF \_\_\_\_\_ )

SS.

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

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California }  
County of SAN DIEGO }

On 11/23/2020 before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*  
personally appeared MARK D. IATAROLA  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature *Tracy Lynn Rodriguez*  
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: MARK D. IATAROLA Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_



Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Mark D. Iatarola, of Escondido, California, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: Robert L. Raney  
Robert L. Raney, Señor Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23RD day of NOVEMBER, 2020



Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of San Diego )

On 11/23/2020 before me, Lynn R. Murison-Eroles, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Philip E. Waterman  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature Lynn R. Murison-Eroles  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Bid Bond  
Document Date: 11/23/2020 Number of Pages: 1  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Philip E. Waterman  
 Corporate Officer — Title(s): President  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

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

## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount of \$500 or more.

\*\*\* Please list all subcontractor that exceed \$500\*\*\*

Portion of the Work	Subcontractor	Location of Business	% of the Work
Control Panel Modifications	ATSI	43176 Business Park Dr Suite 108 Temecula, CA 92590	60%

## DESIGNATION OF SUBCONTRACTORS

Portion of the Work	Subcontractor	Location of Business	% of the Work

Name of Bidder Southern Contracting Company

Signature 

Name and Title Philip E. Waterman, President

Dated 11/25/2020

**DESIGNATION OF SUBCONTRACTORS**

## INFORMATION REQUIRED OF BIDDERS

### A. INFORMATION ABOUT BIDDER

[\*\*Indicate not applicable (“N/A”) where appropriate.\*\*]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

- 1.0 Name of Bidder: Southern Contracting Company
- 2.0 Type, if Entity: Corporation
- 3.0 Bidder Address: 559 N. Twin Oaks Valley Road  
San Marcos, CA 92069
  
- (760) 744-6475 (760) 744-0760
- Facsimile Number Telephone Number
  
- 4.0 License Information:
 

<u>222252</u>	<u>A, C-10</u>	<u>12/31/2020</u>
License No.	Class of License	Expiration Date
<u>1000002172</u>		
DIR Registration No.		
  
- 5.0 How many years has Bidder’s organization been in business as a Contractor?  
56
  
- 6.0 How many years has Bidder’s organization been in business under its present name? 56
  
- 5.1 Under what other or former names has Bidder’s organization operated?: N/A
  
- 7.0 If Bidder’s organization is a corporation, answer the following:
  - 6.1 Date of Incorporation: 12/5/1963
  - 6.2 State of Incorporation: California
  - 6.3 President’s Name: Philip E. Waterman

## INFORMATION REQUIRED OF BIDDERS

6.4 Vice-President's Name(s): \_\_\_\_\_  
\_\_\_\_\_

6.5 Secretary's Name: Darlene Y. McBride

6.6 Treasurer's Name: Darlene Y. McBride

8.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: \_\_\_\_\_

7.2 Name and address of all partners (state whether general or limited partnership):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9.0 If other than a corporation or partnership, describe organization and name principals:

\_\_\_\_\_  
\_\_\_\_\_

10.0 List other states in which Bidder's organization is legally qualified to do business.

N/A  
\_\_\_\_\_  
\_\_\_\_\_

11.0 What type of work does the Bidder normally perform with its own forces?

Electrical  
\_\_\_\_\_

12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No  
\_\_\_\_\_  
\_\_\_\_\_

**INFORMATION REQUIRED OF BIDDERS**

13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No

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14.0 List Trade References:

IBEW 440

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15.0 List Bank References (Bank and Branch Address):

California Bank & Trust

978 San Marcos Blvd

San Marcos, CA 92069

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16.0 Name of Bonding Company and Name and Address of Agent:

Maloney & Associates - John Maloney

435 West Grand Avenue

Escondido, CA 92025

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**INFORMATION REQUIRED OF BIDDERS**





Southern Contracting Company  
 Current Work In Progress  
 As of November, 2020

Project Name	Location	Owner Name	Contract Value	Percent Complete	Completion Date
Santa Margarita Conjunctive Use	Temecula, CA General Contr.	Fallbrook Public Utility District Filanc/Alberici, J.V. Adam Gacioch 314-733-2217	\$ 6,345,000	39.0%	September 2021
Otay Pump Station Improvements	Chula Vista, CA General Contr.	Otay Water District Jeff Marchiorro (619) 670-2725 Pacific Hydrotech Shawn Finigan (951) 830-9947	\$ 2,003,278	100.0%	Nov 2020
San Jose Creek Wtr Reclamation	Los Angeles, CA General Contr.	LA County Sanitation District Southern Contracting Company Philip Waterman (760) 744-0760	\$ 17,005,000	88.6%	June 2021
Beaumont WWTP Salt Mitigation	Beaumont, CA General Contr.	City of Beaumont W.M. Lyles Construction David Dawson (559) 441-1900	\$ 6,242,585	78.0%	March 2021
Pump Station #2- Power Reli	San Diego, CA General Contractor	City of San Diego Steve P. Rados, Inc. Katie Hodges (714) 835-4612	\$ 7,571,235	76.4%	August 2021
Imperial Wastewater Treatment	Imperial, CA General Contractor	City of Imperial Engineering (760) 355-1152 W.M. Lyles Construction David Dawson (559) 441-1900	\$ 3,032,000	24.9%	Aug 2021
Santa Rosa WRF	Temecula, CA General Contractor	Santa Rosa Region Res Authority GSE Construction Valencia, CA	\$ 5,194,462	61.9%	June 2021
Rialto Bio-Energy	Rialto, CA General Contractor	Rialto Bio-Energy Facility, LLC W.M. Lyles	\$ 15,000,000	82.8%	Dec 2020
Rolando Block 7G	San Diego, CA General Contractor	City of San Diego Southern Contracting Company	\$ 9,076,000	67.0%	April 2021
			\$ 71,469,560		





# Southern Contracting

## Statement of Technical Ability and Experience

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Project Title: SDG&E Substation Below Grade Construction Master Agreement  
Job I.D. #: N/A  
Location: Various Locations, CA  
Contract Price: \$13,549,316  
Year Completed: Ongoing  
Engineer: San Diego Gas and Electric  
Owner: San Diego Gas and Electric  
Cruz Garcia, (619) 513-7847 [jdgarcia1@seucontractor.com](mailto:jdgarcia1@seucontractor.com)

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Project Title: City of Beaumont Salt Mitigation Upgrade Project  
Job I.D. #: 103801  
Location: Beaumont, CA  
Contract Price: \$6,226,502  
Year Completed: Est. Completion 05/2021  
Engineer: City of Beaumont  
Owner: City of Beaumont, Kristine Day  
(951) 769-8520, [kday@beaumontca.gov](mailto:kday@beaumontca.gov)  
550 E. 6th Street  
Beaumont, CA 92223  
General Contractor: W.M. Lyles Co.  
Juan C. Ahumada, (951) 973-7393 [jahumada@wmlylesco.com](mailto:jahumada@wmlylesco.com)  
42142 Roick Dr.  
Temecula, CA 92590

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Project Title: HDWD Wastewater Reclamation Facility  
Job I.D. #: 103231  
Location: Yucca Valley, CA  
Contract Price: \$1,967,297  
Year Completed: 10/28/20  
Engineer: Hi-Desert Water District  
Owner: Hi-Desert Water District  
55439 29 Palms Highway  
Yucca Valley, CA 92284  
General Contractor: W.M. Lyles Co.  
Dave Dawson, (951) 294-1100 [ddawson@wmlylesco.com](mailto:ddawson@wmlylesco.com)  
P.O. Box 4377  
Fresno, CA 93744

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Project Title: Rialto S1 Wastewater Treatment Plant Improvements Project  
Job I.D. #: 103821  
Location: Bloomington, CA  
Contract Price: \$3,934,927  
Year Completed: 06/25/20  
Engineer: AECOM  
Owner: City of Rialto/Rialto Utility Authority  
150 S Palm Avenue  
Rialto, CA 92376  
General Contractor: AECOM & WM Lyles II, a Joint Venture  
Dave Dawson, (951) 294-1100 [ddawson@wmlylesco.com](mailto:ddawson@wmlylesco.com)  
P.O. Box 4377  
Fresno, CA 93744

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# Southern Contracting

## Statement of Technical Ability and Experience

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Project Title: Stringfellow Hazardous Waste Site Effluent Storage Area Upgrades  
Job I.D. #: 104861  
Location: Jurua Valley, CA  
Contract Price: \$596,300  
Year Completed: 11/2020  
Engineer: California Department of Toxic Substances Control  
Owner: California Department of Toxic Substances Control  
8800 Cal Center Drive, (916) 255-6548  
Sacramento, CA 95826  
General Contractor: Veolia Water West Operating Services  
Dave Dawson, (951) 294-1100 [ddawson@wmlylesco.com](mailto:ddawson@wmlylesco.com)  
3450 Pyrite Street  
Jurua Valley, Ca 92509

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Project Title: Palm Desert Water Reclamation Plant No 10 Plants B and C Improvements Project  
Job I.D. #: 103211  
Location: Palm Desert, CA  
Contract Price: \$517,991  
Year Completed: 05/25/20  
Engineer: Lee & Ro  
Owner: Coachella Valley Water District  
Armando Rodriquez (760) 398-2651 [arodriquez@cvwd.org](mailto:arodriquez@cvwd.org)  
75515 Hovley Lane East  
Palm Desert, CA 92211  
General Contractor: WM Lyles Co.  
Dave Dawson, (951) 294-1100 [ddawson@wmlylesco.com](mailto:ddawson@wmlylesco.com)  
P.O. Box 4377  
Fresno, CA 93744

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Project Title: CLARTS Stormwater and Safety Improvements Phase 2  
Job I.D. #: 103741  
Location: Los Angeles, CA  
Contract Price: \$326,796  
Year Completed: 08/25/20  
Engineer: Tetra Tech  
Owner: City of Los Angeles - La Sanitation  
Paul Lebel (213) 763-7918  
2201 E Washington Blvd.  
Los Angeles, CA 90021  
General Contractor: Reyes Construction  
Elsa Alegria, (909) 622-2259 [ealegria@reyesconstruction.com](mailto:ealegria@reyesconstruction.com)  
1383 S. Signal Dr.  
Pomona, CA 91766

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# Southern Contracting

## Statement of Technical Ability and Experience

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Project Title: P223 Missile Magazines, NWS Seal Beach and Detachment  
Fallbrook (RCI#1704)  
Job I.D. #: 102841  
Location: Seal Beach, CA  
Contract Price: \$1,208,653  
Year Completed: 5/20/20  
Engineer: Naval Facilities Engineering Command Atlantic  
Owner: Department of the Navy, NAVFAC Southwest  
Lee Saunders, (619) 532-3100 [lee.saunders@navy.mil](mailto:lee.saunders@navy.mil)  
1220 Pacific Hwy  
San Diego, CA  
General Contractor: Reyes Construction  
Elsa Alegria, (909) 622-2259 [ealegria@reyesconstruction.com](mailto:ealegria@reyesconstruction.com)  
1383 S. Signal Dr.  
Pomona, CA 91766

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Project Title: Spec#1197S – TVRWF 23MGD Expansion  
Job I.D. #: 101381  
Location: Temecula, CA  
Contract Price: \$9,772,129  
Year Completed: 10/25/2019  
Engineer: CH2MHILL  
Owner: Eastern Municipal Water District  
Scott Lopian (951) 928-3777 Ext. 4833 [Lopians@emwd.org](mailto:Lopians@emwd.org)  
2270 Trumble Road  
Perris, CA 92570  
General Contractor: Archer Western Contractors, LLC  
Kelly Daken, (858) 715-7200 [kdaken@walshgroup.com](mailto:kdaken@walshgroup.com)  
9915 Mira Mesa Blvd., Ste. 230  
San Diego, CA 92131

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Project Title: DBB Repairs to the Electrical Distribution Systems  
Job I.D. #: 103701  
Location: Norco, CA  
Contract Price: \$1,432,127  
Year Completed: 09/01/19  
Engineer: NAVFAC Southwest  
Owner: NAVFAC Southwest, Los Angeles FEAS/ROPDL  
Eric Keyes (562) 626-7419 [eric.keyes@navy.mil](mailto:eric.keyes@navy.mil)  
Naval Weapons Station Seal Beach  
Seal Beach, CA 90740-5000  
General Contractor: I.E.-Pacific, Inc.  
Matt Lockwood, (760) 294-7079 [mlockwood@iepacific.com](mailto:mlockwood@iepacific.com)  
150 West Crest Street  
Escondido, CA 92025

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# Southern Contracting

## Statement of Technical Ability and Experience

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Project Title: TVRWRF Centrate Equalization Project  
Job I.D. #: 103371  
Location: Temecula, CA  
Contract Price: \$241,662  
Year Completed: 10/25/19  
Engineer: CH2M Hill  
Owner: Eastern Municipal Water District  
P.O. Box 8300  
Perris, CA 92572  
General Contractor: W.M. Lyles Co.  
Grant Gourley, (951) 760-4169 [ggourley@wmlylesco.com](mailto:ggourley@wmlylesco.com)  
P.O. Box 4377  
Fresno, CA 93744

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Project Title: WRP-4 Trident Filters Rehabilitation  
Job I.D. #: 103201  
Location: Rancho Cucamonga, CA  
Contract Price: \$135,404  
Year Completed: 07/25/219  
Engineer: Inland Empire Utilites Agency  
Owner: Inland Empire Utilites Agency  
6075 Kimball Avenue  
Chino, CA 91710  
General Contractor: J.F. Shea Construction, Inc.  
George Ramos, (909) 444-4241 [george.ramos@jfshea.com](mailto:george.ramos@jfshea.com)  
667 Brea Canyon Rd.  
Walnut, CA 91789

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Project Title: Wadsworth Pumping Plant Control and Electrical Protection Project, 15KV Breakers  
Job I.D. #: 103771  
Location: Winchester, CA  
Contract Price: \$420,000  
Year Completed: 03/26/219  
Engineer: Metropolitan Water District of Southern California  
Owner: Metropolitan Water District of Southern California  
David Trotter, (213) 217-6515, [dtrotter@mwdh2o.com](mailto:dtrotter@mwdh2o.com)  
700 North Alameda Street, Third Floor  
Los Angeles, Ca 90012

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Project Title: SDUSD Medium Voltage Preventative Maintenance and Emergency Repairs on an As-needed Basis (IDIQ)  
Job I.D. #: 101771  
Location: San Diego, CA  
Contract Price: \$653,863  
Year Completed: 03/11/2019  
Engineer: San Diego Unified School District  
Owner: San Diego Unified School District  
Linda Weekly (858) 637-6246 [lweekly@sandi.net](mailto:lweekly@sandi.net)  
4860 Ruffner Street  
San Diego, CA 92111

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# Southern Contracting

## Statement of Technical Ability and Experience

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Project Title: South Bay Waste Water Treatment Plant Improvements  
Job I.D. #: 101351  
Location: San Diego, CA  
Contract Price: \$1,917,763  
Year Completed: 01/10/2019  
Engineer: URS  
Owner: International Boundary & Water Commission  
Crystal Cadillo (951) 943-8803 [crystal.cadillo@ibwc.gov](mailto:crystal.cadillo@ibwc.gov)  
4171 North Mesa, Ste. C100  
El Paso, TX 79902  
General Contractor: Pacific Hydro Tech  
Jonathan Hilbun, (951) [jhilbun@pachydro.com](mailto:jhilbun@pachydro.com)  
314 E. 3<sup>rd</sup> Street  
Perris, CA 92570

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Project Title: Victor Valley Wastewater Reclamation Plant  
Job I.D. #: 100531  
Location: Victorville, CA  
Contract Price: \$6,650,672.00  
Year Completed: 09/24/18  
Engineer: HDR  
Owner: Victor Valley Wastewater Reclamation Authority  
Alton Anderson, [aanderson@vvra.com](mailto:aanderson@vvra.com)  
20111 Sahy Road (760) 246-8638  
Victorville, CA 92394  
General Contractor: W.M. Lyles Co.  
Grant Gourley, (951) 973-7393 [ggourley@wmlylesco.com](mailto:ggourley@wmlylesco.com)  
P.O. Box 4377  
Fresno, CA 93744

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Project Title: CRA Pumping Plants Seismic Retrofit 6.9KV  
Job I.D. #: 102241  
Location: Parker Dam, CA  
Contract Price: \$2,598,561  
Year Completed: 09/30/18  
Engineer: Metropolitan Water District of Southern California  
Owner: Metropolitan Water District of Southern California  
Paul Romero, [promero@mwdh2o.com](mailto:promero@mwdh2o.com)  
700 North Alameda Street (951) 403-4391  
Los Angeles, CA 90012

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# Southern Contracting

## Statement of Technical Ability and Experience

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Project Title: Senga Doherty Pump Station  
Job I.D. #: 102881  
Location: Murrieta, CA  
Contract Price: \$747,340  
Year Completed: 11/25/18  
Engineer: Infrastructure  
Owner: Rancho California Water District  
Rhonda Barkey (951) 296-6900  
42135 Winchester Rd  
Temecula, CA 92589  
General Contractor: SCW Contracting Corp.  
Kirt Bjoin, (760) 728-1308 [kbjoin@scwcompanies.com](mailto:kbjoin@scwcompanies.com)  
2525 N Old Highway 395  
Fallbrook, CA 92028

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Project Title: Gafner Advanced Water Treatment Improvements  
Job I.D. #: 102601  
Location: Carlsbad, CA  
Contract Price: \$68,661  
Year Completed: 9/30/18  
Engineer: Infrastructure  
Owner: Leucadia Wastewater District  
Paul J Bushee (760) 753-0155  
1960 La Costa Ave.  
Carlsbad, Ca 92009  
General Contractor: Stanek Constructors, Inc.  
Branden Willcut, (562) 946-1816 [branden@willcut@kiewit.com](mailto:branden@willcut@kiewit.com)  
701 Palomar Airport Rd. Suite 280  
Carlsbad, CA 92011

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Project Title: Chemical Unloading Facility Chlorine Containment and Handling Facilities  
Job I.D. #: 101391  
Location: Perris, CA  
Contract Price: \$3,899,454  
Year Completed: 10/19/2017  
Engineer: Metropolitan Water District of Southern California  
Owner: Metropolitan Water District of Southern California  
Shawn Knight (951) 404-6462 [smcknight@mwdh2o.com](mailto:smcknight@mwdh2o.com)  
700 North Alameda Street  
Los Angeles, CA 90012  
General Contractor: S.J. Amorosa Construction Co., Inc.  
Kim Altamirano, (714) 433-2326 [kaltamirano@siamoroso.com](mailto:kaltamirano@siamoroso.com)  
275 E. Baker Street, Ste. B  
Costa Mesa, CA 92626

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## Southern Contracting

Item 16.

### Statement of Technical Ability and Experience

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Project Title: Miramar Pumping Station Rehabilitation  
Job I.D. #: 101171  
Location: San Diego, CA  
Contract Price: \$847,699  
Year Completed: 05/25/2017  
Engineer: Lee&Ro  
Owner: San Diego County Water Authority  
Gary Bousguet (760) 480-1991  
610 W. 5<sup>th</sup> Avenue  
Escondido, CA 92025  
General Contractor: Kiewit Infrastructure West. Co.  
Branden Willcut, (562) 946-1816 [branden@willcut@kiewit.com](mailto:branden@willcut@kiewit.com)  
10704 Shoemaker Ave.  
Santa Fe Springs, CA 90670

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Project Title: Moulton Niguel Towers for Wireless Network  
Job I.D. #: 101211  
Location: Laguna Hills, CA  
Contract Price: \$323,941  
Year Completed: 05/25/2017  
Engineer: Moulton Niguel Water District  
Owner: Moulton Niguel Water District  
Rodney S. Woods (949) 425-3547 [rwoods@mnwd.com](mailto:rwoods@mnwd.com)  
26161 Gordon Road  
Laguna Hills, CA 92653

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Project Title: F.E. Weymouth WTP ORP – Ozonation Facilities  
Job I.D. #: 98421  
Location: La Verne, CA  
Contract Price: \$17,549,334  
Year Completed: 06/25/2017  
Engineer: Metropolitan Water District of Southern California  
Owner: Metropolitan Water District of Southern California  
Tim Gamble (951) 926-7031 [tgamble@mwdh2o.com](mailto:tgamble@mwdh2o.com)  
700 North Alameda Street  
Los Angeles, CA 90012  
General Contractor: Archer Western Constructors  
Blayne Goodman, (623) 606-4963 [bgoodman@walshgroup.com](mailto:bgoodman@walshgroup.com)  
4747 Viewridge Avenue, Ste. 210  
San Diego, CA 92123

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# Southern Contracting

## Statement of Technical Ability and Experience

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Project Title: Joint Water Pollution Control Plant Replacement of Switchboards  
4A, 4A1, 6, 6A, and 6A1  
Job I.D. #: 100231  
Location: Carson, CA  
Contract Price: \$3,705,446  
Year Completed: 09/07/2016  
Engineer: County Sanitation Districts of Los Angeles County  
Owner: County Sanitation Districts of Los Angeles County  
Russ Vakharis (310) 830-8050 [rvakharis@lacsds.org](mailto:rvakharis@lacsds.org)  
P.O. Box 4998  
Whittier, CA 90607-4998

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Project Title: Robert B. Diemer Water Treatment Plant Electrical Improvements  
Stage 2  
Job I.D. #: 99361  
Location: Yorba Linda, CA  
Contract Price: \$11,352,034  
Year Completed: 2016  
Engineer: Metropolitan Water District of Southern California  
Owner: Metropolitan Water District of Southern California  
Tim Gamble (951) 926-7031, [Tgamble@wmdh2o.com](mailto:Tgamble@wmdh2o.com)  
700 North Alameda Street  
Los Angeles, CA 90012

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Project Title: Southwestern College Electrical Infrastructure  
Job I.D. #: 101291  
Location: Chula Vista, CA  
Contract Price: \$304,700  
Year Completed: 08/25/2016  
Engineer: Southwestern Community College District  
Owner: Southwestern Community College District  
Brook Baldwin, (619) 216-6822 [bbaldwin@swccd.edu](mailto:bbaldwin@swccd.edu)  
900 Otay Lakes Road  
Chula Vista, CA 91910

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Project Title: Stringfellow MCSF & LCTF Communication Upgrade  
Job I.D. #: 101561  
Location: Jurupa Valley, CA  
Contract Price: \$376,276  
Year Completed: 2016  
Engineer: EEC Environmental  
Owner: Veolia Water West Perating Services, Inc.  
Bob Kopa (951) 681-3831 [bkopa@veoliawaterna.com](mailto:bkopa@veoliawaterna.com)  
3450 Pyrite Street  
Riverside, CA 92509

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**D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE**

***Personnel:***

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

- 1. List each person’s job title, name and percent of time to be allocated to this project:

Dan Alcantar - Project Manager - 10%

Todd Quillman - Superintendent - 10%

- 2. Summarize each person’s specialized education:

Dan Alcantar - See Attached Resume

Todd Quillman - See Attached Resume

- 3. List each person’s years of construction experience relevant to the project:

Dan Alcantar - See Attached Resume

Todd Quillman - See Attached Resume

- 4. Summarize such experience:

Dan Alcantar - See Attached Resume

Todd Quillman - See Attached Resume

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.



**RESUME FOR KEY PERSONNEL**

Name:	<b>Daniel Alcantar</b>
Position:	Project Manager
Firm Associated With:	Southern Contracting Company
Number of Years With Firm:	<b><u>17 years</u></b>
Active Licenses/Registrations (include state of registration):	N/A
Total Number of Years of Experience:	<b><u>25 years</u></b>
Construction:	<b><u>25 years</u></b>
Other (specify):	
Experience In Project Role Specified Above:	<b><u>13 years</u></b>
Role and Responsibility in Projects:	Management of Electrical and Instrumentation construction and installation, procure and manage subcontracts and purchase orders, establish and maintain cost resources for progress payments, resource loading of labor, equipment, and materials for construction schedule, determine and define scope inclusions and limitations, maintain open communications with all relations and elements of the project, maintain and manage the established contract budget, and complete project within the contractual timeframe.
Demonstrated Experience & Qualifications Relevant to the Requirements of the RFP:	Refer to resume below.

## RESUME FOR DANIEL ALCANTAR

**Name:** Daniel Alcantar

**Position:** Project Manager

**Education & Training:**

Journeyman Electrician: National Joint Apprenticeship Training Center; NECA Training Programs: Project Management; Safety Training: OSHA Confined Space Entry-Competent Person; OSHA Trench Excavation and Shoring-Competent Person; OSHA CPR and First-Aid Certification for Construction; OSHA 30 Hour Safety Training Certification, California State Certified General Electrician

Mr. Alcantar has over 25 years of direct relevant project experience in the construction of electrical power distribution systems, data/communication systems and process control and instrumentation monitoring systems.

Mr. Alcantar is directly responsible for the overall project items and activities to include: management of the associated Electrical and Instrumentation installations; procure and management of related subcontracts and purchase orders; establish and maintain cost resources for progress payments; develop the baseline resource loading for labor, equipment, and materials related to the project construction schedule; determine the defined scope inclusions and limitations; maintain open communications and relations with the Owner / Designer / Engineer / and Other Contractors; coordinate related Electrical and Instrumentation installations; maintain and manage the established contract budget; cost estimating; maintain project safety compliance; Contract Management; maintain Quality Control and overall project accountability.

**Recent Project History:**

- **2021 – Beaumont Wastewater Treatment Plant Salt Mitigation Upgrade Project**, City of Beaumont, Beaumont, CA \$6,226,502
- **2020 – High Desert Wastewater Reclamation Plant**, High Desert Water District, Yucca Valley, CA \$2,118,899
- **2020 – P223 Missile Magazines, NWS Seal Beach and Detachment Fallbrook (RCI#1704)**, Department of the Navy, NAVFAC Southwest, Seal Beach, CA \$1,208,653
- **2020 – CLARTS Stormwater and Safety Improvements Phase 2**, City of Los Angeles – Public Works, Los Angeles, CA \$326,796
- **2020 – Stringfellow Hazardous Waste Site Effluent Storage Area Upgrades**, California Department of Toxic Substances Control, Juruaa Valley, CA \$596,300
- **2019 – J-614 – WRP-4 Trident Filters Repair & Rehabilitation Project**, Inland Empire Utilities Agency, Rancho Cucamonga, CA \$135,404

- **2019 – Gafner Advanced Water Treatment Improvements**, Leucadia Wastewater District, Carlsbad, CA \$68,661
- **2018 – CRA Pumping Plants Seismic Retrofit 6.9kV Switch Houses**, Metropolitan Water District of Southern California, Riverside / Murrieta, CA \$2,598,561
- **2018 – Senga Doherty Pump Station**, Rancho California Water District, Murrieta Murrieta, CA \$747,340
- **2017 – Chemical Unloading Facility Chlorine Containment and Handling Facilities**, Metropolitan Water District of Southern California, \$3,899,454
- **2017 – Stringfellow MCSF & LCTF Communication Upgrade Project**, Veolia Water Perating Services Inc., \$376,276
- **2016 - DGS Pyrite Canyon Treatment Facilities**, California Department of General Services, \$5,686,982



RESUME FOR KEY PERSONNEL

Name:	<b>Todd S. Quillman</b>
Project Role:	General Superintendent
Firm Associated With:	Southern Contracting Company
Number of Years With Firm:	<b>30 years</b>
Total Number of Years of Experience:	<b>33 years</b>
Construction:	<b>33 years</b>
Other (specify):	Not applicable
Experience In Project Role Specified Above:	<b>23 years</b>
Role and Responsibility in Projects:	General Superintendent responsibilities include: overall project safety compliance; quality control compliance; owner/designer relations; project coordination and progress meetings; labor and equipment resource planning and allocation; subcontractor scheduling; equipment installation and maintenance; technical and administrative oversight of manufactured equipment; technical and administrative oversight of subcontractor;
Demonstrated Experience & Qualifications Relevant to the Requirements of the RFP:	Mr. Quillman has extensive experience in the construction of water treatment facilities in the Southern California area. Following are a sample of the projects he has been involved with.

## RESUME FOR KEY PERSONNEL

**Name:** TODD S. QUILLMAN

**Position:** General Superintendent

**Education & Training:**

-Journeyman Inside Wireman Certificate of Apprenticeship Training, San Diego Joint-International Brotherhood of Electrical Workers/National Electrical Contractors Association Apprenticeship Training Program  
 - OSHA Confined Space Entry-Competent Person; OSHA Trench Excavation and Shoring-Competent Person; OSHA CPR and First-Aid Certification for Construction; OSHA 10 Hour Safety Training Certification; OSHA 30 Hour Safety Training Certification; NFPA 70E Training and Certification; NCCO Crane Operator Certification.

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As General Superintendent, Superintendent and Electrical Foreman, Mr. Quillman has over 33 years of direct relevant project experience in the construction of electrical power distribution systems, data/communication systems and process control and instrumentation monitoring systems.

As a General Superintendent Mr. Quillman's responsibilities include: overall project safety compliance; quality control compliance; owner/designer/contractor relations; project coordination and progress meetings; labor and equipment resource planning and allocation; subcontractor scheduling; equipment installation and maintenance; technical and administrative oversight of manufactured equipment; technical and administrative oversight of subcontractors; and Electrical Foreman duties.

**Project History:**

- **2021 – Beaumont Wastewater Treatment Plant Salt Mitigation Upgrade Project**, City of Beaumont, Beaumont CA \$6,226,502
- **2020 – Palm Desert Water Reclamation Plant No 10 Plants B and C Improvements Project**, Coachella Valley Water District, Palm Desert, CA \$517,991
- **2020 – High Desert Wastewater Reclamation Plant**, High Desert Water District, Yucca Valley, CA \$2,118,899
- **2020 – P223 Missile Magazines, NWS Seal Beach and Detachment Fallbrook (RCI#1704)**, Department of the Navy, NAVFAC Southwest, Seal Beach, CA \$1,208,653
- **2020 – CLARTS Stormwater and Safety Improvements Phase 2**, City of Los Angeles – Public Works, Los Angeles, CA \$326,796
- **2020 – Rialto S1 Wastewater Treatment Plant Improvements Project**, City of Rialto/Rialto Utility Authority, Bloomington, CA \$3,934,927
- **2020 – Stringfellow Hazardous Waste Site Effluent Storage Area Upgrades**, California Department of Toxic Substances Control, Juruaa Valley, CA \$596,300

- **2019 – Spec#1197S – TVRWF 23MGD Expansion**, Eastern Municipal Water District, Temecula, CA \$9,772,129
- **2019 – Wadsworth Pumping Plant Control and Electrical Protection Project, 15KV Breakers**, Metropolitan Water District of Southern California, Winchester, CA \$420,000
- **2019 – J-614 – WRP-4 Trident Filters Repair & Rehabilitation Project**, Inland Empire Utilities Agency, Rancho Cucamonga, CA \$135,404
- **2019 – TVRWF Centrate Equalization Project**, Eastern Municipal Water District, Temecula, CA \$241,662
- **2019 – EN18039 Agency Wide Light Pole Replacement and Upgrades**, Inland Empire Utilities Agency, Ontario, CA \$234,512
- **2019 – DBB Repairs to the Electrical Distribution Systems N62473-18-D-5823 / N6247318F4559**, NAVFAC Southwest, Los Angeles FEAD/POPD, Seal Beach, CA \$1,432,127
- **2019 – Senga Doherty Pump Station**, Rancho California Water District, Murrieta, CA \$747,340
- **2019 - A2 Lift Station Rehabilitation Project**, Elsinore Valley Municipal Water District, Lake Elsinore, CA - \$388,053
- **2019 – Gafner Advanced Water Treatment Improvements**, Leucadia Wastewater District, Carlsbad, CA \$68,661
- **2018 – CRA Pumping Plants Seismic Retrofit 6.9kV Switch Houses**, Metropolitan Water District of Southern California, Riverside / Murrieta, CA \$2,598,561
- **2018 - Victor Valley Wastewater Reclamation Plant**, Victor Valley Wastewater Reclamation Authority, Victorville, CA \$6,650,672
- **2018 – Senga Doherty Pump Station**, Rancho California Water District, Murrieta Murrieta, CA \$747,340
- **2017 - Chemical Unloading Facility Chorine Containment and Handling Facilities**, Metropolitan Water District of Southern California, Perris, CA \$3,899,454
- **2017 - F.E. Weymouth WTP ORP – Ozonation Facilities**, Metropolitan Water District of Southern California, \$17,549,334
- **2016 – Joint Water Pollution Control Plant Replacement of Switchboards 4A, 4A1, 6, 6A and 6A1**, County Sanitation District of Los Angeles, \$3,705,447
- **2016 - Robert B. Diemer Water Treatment Plant Diemer Electrical Improvements**, Metropolitan Water District of Southern California, \$11,352,034
- **2016 - DGS Pyrite Canyon Treatment Facilities**, California Department of General Services, \$5,686,982

***Additional Bidder's Statements:***

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

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**E. VERIFICATION AND EXECUTION**

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder Southern Contracting Company

Signature 

Name Philip E. Waterman

Title President

Dated 11/25/2020

### NON-COLLUSION AFFIDAVIT

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

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

Name of Bidder Southern Contracting Company

Signature 

Name Philip E. Waterman

Title President

Dated 11/25/2020

**CITY OF BEAUMONT**

**ADDENDUM NO. 1**

TO THE BIDDING DOCUMENTS & CONTRACT,

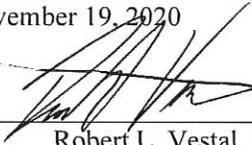
**RFP FOR CONSTRUCTION SERVICES OF THE LIFT STATIONS PLC PROJECT**

Bidders are advised that the RFP for the above referenced project are hereby amended in the following manner and the following manner only:

- 1. The due date for the proposal has been extended to November 25, 2020 @ 11 pm.
- 2. The planholders list has been provided.

Dated: November 19, 2020

By:



Robert L. Vestal, Principal Engineer

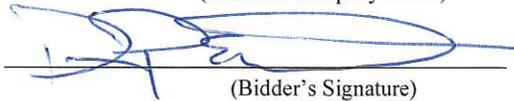
By:

Southern Contracting Company

(Bidder's Company Name)

Date Received by Bidder:

11/23/2020



(Bidder's Signature)

Philip E. Waterman, President

(Type or Print Name)

*Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.*

## GENERAL CONDITIONS

### GC01. DEFINITIONS

- a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Engineer and/or the City.
- b. Act of God an Act of God is an earthquake of magnitude 3.5 on the Richter scale and tidal waves.
- c. Approval means written authorization by Engineer and/or City.
- d. Contract Documents includes all documents as stated in the Contract.
- e. City and Contractor are those stated in the Contract. The terms City and Owner may be used interchangeably.
- f. Day shall mean calendar day unless otherwise specifically designated.
- g. Engineer shall mean the General Manager, or his or her designee, of the Department of Public Works for the City of Beaumont, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the “City’s Representative” or “Representative” in the Contract Documents.
- h. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the Engineer and/or City.
- i. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Engineer and/or City is intended, unless stated otherwise.
- j. Install means the complete installation of any item, equipment or material.
- k. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.
- l. Perform shall mean that the Contractor, at Contractor’s expense, shall take all actions necessary to complete The Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.
- m. Project is The Work planned by City as provided in the Contract Documents.

- n. Provide shall include provide complete in place, that is furnish, install, test and make ready for use.
- o. Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- p. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. Except for Sections 1-9 of the Standard Specifications for Public Works Construction (“Greenbook”), 2015 Edition which are specifically excluded from incorporation into these Contract Documents, the Work shall be done in accordance with the Greenbook, including all current supplements, addenda, and revisions thereof. In the case of conflict between the Greenbook and the Contract Documents, the Contract Documents shall prevail.
- q. The Work means the entire improvement planned by the City pursuant to the Contract Documents.
- r. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

## **GC02. CONTRACT DOCUMENTS**

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

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

## **GENERAL CONDITIONS**

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

### GC03. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

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

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

### GC04. DETAIL DRAWINGS AND INSTRUCTIONS

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

## GENERAL CONDITIONS

Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

#### **GC05. EXISTENCE OF UTILITIES AT THE WORK SITE**

- a. The City has endeavored to determine the existence of utilities at the Project site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.
- b. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the City in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- c. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of The Work.
- d. Notwithstanding the above, pursuant to Section 4215 of the Government Code, the City has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the plans and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the plans and specifications made a part of the invitation for bids, City shall assume the responsibility for their timely removal, relocation, or protection.
- e. Contractor, except in an emergency, shall contact the appropriate regional notification center, Southern California Underground Service Alert at 1-800-227-2600 at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the City, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the City has been given the identification number by the Contractor.

#### **GC06. SCHEDULE**

- a. **Estimated Schedule.** Within fourteen (14) days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and

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resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.

- b. **Schedule Contents.** The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. Schedule duration shall match the Contract time. Schedules indicating early completion will be rejected.
- c. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer whenever requested to do so by Engineer and with each progress payment request. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

#### **GC07. SUBSTITUTIONS**

- a. Pursuant to Public Contract Code Section 3400(b) the City may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.
- b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the City may have adopted certain uniform standards for certain materials, processes and articles.
- c. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with the Contractor. The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted.

### **GENERAL CONDITIONS**

- d. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.
- e. The Contractor shall bear all of the City’s costs associated with the review of substitution requests.
- f. The Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article.
- g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

#### **GC08. SHOP DRAWINGS**

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

#### **GC09. SUBMITTALS**

- a. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

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- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- c. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

#### **GC10. MATERIALS**

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

#### **GC11. CONTRACTOR'S SUPERVISION**

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

#### **GC12. WORKERS**

- a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

- b. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of the City.

### **GC13. SUBCONTRACTORS**

- a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of The Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.
- b. The City reserves the right to Approve all subcontractors. The City's Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- c. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

### **GC14. PERMITS AND LICENSES**

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

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

### **GC15. UTILITY USAGE**

- a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall Provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on The Work where the utility is needed. Upon completion of The Work, Contractor shall remove all temporary distribution systems.

- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.
- c. All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.
- d. If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the City, use the City's existing utilities by compensating the City for utilities used by Contractor.

#### **GC16. INSPECTION FEES FOR PERMANENT UTILITIES**

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

#### **GC17. TRENCHES**

- a. Trenches Five Feet or More in Depth. The Contractor shall submit to the City, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.
- b. Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
  - 1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - 2) Subsurface or latent physical conditions at the site differing from those indicated.
  - 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in

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Contractor's cost of, or the time required for, performance of any part of The Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of The Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

#### **GC18. DIVERSION OF RECYCLABLE WASTE MATERIALS**

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

#### **GC19. REMOVAL OF HAZARDOUS MATERIALS**

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

#### **GC20. SANITARY FACILITIES**

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

#### **GC21. AIR POLLUTION CONTROL**

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

**GC22. COMPLIANCE WITH STATE STORM WATER PERMIT**

- a. Contractor shall be required to comply with all conditions of the State Water Resources Control Board (“State Water Board”) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (“Permit”) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (“SWPPP”) prior to initiating Work. In bidding on this Contract, it shall be Contractor’s responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.
- b. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the Engineer.
- c. Contractor shall comply with the lawful requirements of any applicable municipality, the City, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- d. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.
- e. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers. City may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor’s failure to comply with the Permit.

**GC23. CLEANING UP**

- a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the

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building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.

- b. Contractor shall fully clean up the site at the completion of The Work. If the Contractor fails to immediately clean up at the completion of The Work, the City may do so and the cost of such clean up shall be charged back to the Contractor.

#### **GC24. LAYOUT AND FIELD ENGINEERING**

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

#### **GC25. EXCESSIVE NOISE**

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

#### **GC26. TESTS AND INSPECTIONS**

- a. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and City

inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

- b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into The Work.
- e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- f. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

## **GC27. PROTECTION OF WORK AND PROPERTY**

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the City. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the City. Any compensation claimed by

Contractor on account of emergency work shall be determined by and agreed upon by the City and the Contractor.

- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:
  - 1) Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
  - 2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
  - 3) Deliver materials to the Project site over a route designated by the Engineer.
  - 4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the City shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
  - 5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
  - 6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the City.
  - 7) Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.
  - 8) Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
  - 9) At the completion of work each day, leave the Project site in a clean, safe condition.
  - 10) Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.

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

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

#### **GC28. CONTRACTORS MEANS AND METHODS**

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

#### **GC29. INSPECTOR'S FIELD OFFICE**

- a. The Contractor shall be responsible for providing the inspector's field office. The Office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, and a fax machine at Contractor's expense.
- b. A table satisfactory for the study of plans and two chairs shall be Provided by Contractor. Contractor shall Provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.

#### **GC30. AUTHORIZED REPRESENTATIVES**

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

#### **GC31. HOURS OF WORK**

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

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- 1) Powered Vehicles
- 2) Construction Equipment
- 3) Loading and Unloading Vehicles
- 4) Domestic Power Tool.

### **GC32. PAYROLL RECORDS**

- a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- b. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:
  - 1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
  - 2) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- d. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.
- e. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the City, forfeit Twenty-five Dollars (\$25.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

**GC33. PREVAILING RATES OF WAGES**

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

**GC34. EMPLOYMENT OF APPRENTICES**

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

**GC35. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

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

**GC36. LABOR/EMPLOYMENT SAFETY**

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

**GC37. WORKERS' COMPENSATION INSURANCE**

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

**GC38. EMPLOYER'S LIABILITY INSURANCE**

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

**GC39. COMMERCIAL GENERAL LIABILITY INSURANCE**

- a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor's operations, use, and management of the Project site, or

the performance of its obligations hereunder. Policy limits shall not be less than **\$2,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- b. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the City, and shall not preclude the City from taking such other actions available to the City under other provisions of the Contract Documents or law.
- c. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.
- d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
- e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

#### **GC40. AUTOMOBILE LIABILITY INSURANCE**

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

**GC41. BUILDER'S RISK ["ALL RISK"]**

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

**GC42. FORM AND PROOF OF CARRIAGE OF INSURANCE**

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the City. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- b. Contractor shall cause its insurance carrier(s) to furnish the City with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the City Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The City, its Director's and officers, employees, agents or representatives are named as Additional Insureds and Provide a Waiver of Subrogation in favor of those parties. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate or Stop Work pursuant to the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of

**GENERAL CONDITIONS**

endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until the City has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

- c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- d. The City reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- e. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

#### **GC43. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- a. **Time for Completion/Liquidated Damages.** Work shall be commenced within ten (10) days of the date stated in the City's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed as stated in the Contract Documents, it is understood that the City will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, **the sum of \$2,000 for each day of delay** until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- b. **Inclement Weather.** Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and

#### **GENERAL CONDITIONS**

without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the City in writing of causes of delay. The City shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

- d. **No Damages for Reasonable Delay.** The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay, including delays caused by items that are the responsibility of the City pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

#### **GC44. COST BREAKDOWN AND PERIODIC ESTIMATES**

Contractor shall furnish on forms Approved by the City:

- a. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;
- b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the City to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.
- d. Following the City's Acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final payment request.
- e. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

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

#### **GC45. MOBILIZATION**

- a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided

for “Initial Mobilization,” payment for such costs will be deemed to be included in the other items of The Work.

- b. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
1. Obtaining and paying for all bonds, insurance, and permits.
  2. Moving on to the Project site of all Contractor’s plant and equipment required for first month’s operations.
  3. Installing temporary construction power, wiring, and lighting facilities.
  4. Establishing fire protection system.
  5. Developing and installing a construction water supply.
  6. Providing and maintaining the field office trailers for the Contractor and the Engineer, complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.
  7. Providing on-site communication facilities for the Owner and the Engineer, including telephones, radio pagers, and fax machines.
  8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
  9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer’s specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
  10. Arranging for and erection of Contractor’s work and storage yard, including required project signage.
  11. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
  12. Full-time presence of Contractor’s superintendent at the job site as required herein.
  13. Submittal of Construction Schedule as required by the Contract Documents.

**GC46. PAYMENTS**

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

**GC47. PAYMENTS WITHHELD AND BACKCHARGES**

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

- a. Stop Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.
- d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due the City for claims against Contractor.

- g. Failure of Contractor to keep the record (“as-built”) drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site clean up.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquidated damages.
- l. Legally permitted penalties.

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

#### **GC48. CHANGES AND EXTRA WORK**

##### **a. Change Order Work.**

- 1) The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- 2) All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.
- 3) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order, unless the City requests that proposals be submitted in less than seven (7) Days.
- 4) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.

- 5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the City.
- 6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the City.
- 7) If the Contractor fails to submit the cost proposal within the seven (7) Day period (or as requested), the City has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the City's estimate of cost. If the change is issued based on the City estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the City's estimate was in error.
- 8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
  - (a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
  - (b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole discretion.
  - (c) Tool and Equipment Use. No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
  - (d) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

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- i. “Net Cost” is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
  - ii. For Work performed by the Contractor’s forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
  - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor’s Net Cost.
  - iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.
  - iv. No additional mark up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by City exceed twenty-five (25%) percent of the Net Cost as defined herein.
- 9) For added or deducted Work by subcontractors, the Contractor shall furnish to the City the subcontractor’s signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- 10) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the City a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.
- 11) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- 12) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the City’s change order form in an attempt to reserve additional rights.

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- 13) If the City disagrees with the proposal submitted by Contractor, it will notify the Contractor and the City will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the City, a change order will be issued by the City. If no agreement can be reached, the City shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the City within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.
- 14) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- 15) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

#### **GC49. OCCUPANCY**

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

#### **GC50. INDEMNIFICATION**

Contractor shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of City's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

## GC51. RECORD (“AS BUILT”) DRAWINGS

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

## GC52. RESOLUTION OF CONSTRUCTION CLAIMS

- a. In accordance with Public Contract Code Sections 20104 *et seq.* and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the City shall be resolved under the following the statutory procedure unless the City has elected to resolve the dispute pursuant to Public Contract Code Section 10240 *et seq.*
- b. **All Claims:** All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the City.
- c. **Claims Under \$50,000.** The City shall respond in writing to the claim within 45 days of receipt of the claim, or, the City may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the City and the claimant. The City's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.
- d. **Claims over \$50,000 but less than or equal to \$375,000.** The City shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the City may have against the claimant. If additional information is needed thereafter, it

shall be provided pursuant to mutual agreement between the City and the claimant. The City's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.

- e. The Contractor will submit the claim justification in the following format:
- 1) Summary of claim merit and price, and Contract clause pursuant to which the claim is made.
  - 2) List of documents relating to claim
    - (a) Specifications
    - (b) Drawings
    - (c) Clarifications (Requests for Information)
    - (d) Schedules
    - (e) Other
  - 3) Chronology of events and correspondence
  - 4) Analysis of claim merit
  - 5) Analysis of claim cost
  - 6) Analysis of time impact analysis in CPM format
  - 7) Cover letter and certification of validity of the claim
- f. If the claimant disputes the City's response, or if the City fails to respond within the statutory time period(s), the claimant may so notify the City within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the City shall schedule a meet and confer conference within 30 Days.
- g. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.
- h. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by City, is a condition precedent to any

action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

### **GC53. CITY'S RIGHT TO TERMINATE CONTRACT**

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

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

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

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

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

- 1) Stop Work as specified in the Notice.
- 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is

situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

- 4) Terminate all subcontracts to the extent that they relate to the portions of The Work terminated.
  - 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.
  - 6) Submit to the City, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the City no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the City's Termination for Convenience."
  - 7) These provisions are in addition to and not in limitation of any other rights or remedies available to the City.
- c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

#### **GC54. WARRANTY AND GUARANTEE**

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.
- d. Contractor shall furnish the City with all warranty and guarantee documents prior to final Acceptance of the Project by the City.
- e. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being

### **GENERAL CONDITIONS**

notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the county shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.

- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
  - 1) Obtain for City all warranties that would be given in normal commercial practice;
  - 2) Require all warranties to be executed, in writing, for the benefit of the City; and
  - 3) Enforce all warranties for the benefit of the City, unless otherwise directed in writing by the City.

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

#### **GC55. DOCUMENT RETENTION & EXAMINATION**

- a. In accordance with Government Code Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- b. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.
- c. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

#### **GC56. SOILS INVESTIGATIONS**

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

### **GENERAL CONDITIONS**

before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

#### **GC57. SEPARATE CONTRACTS**

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

#### **GC58. NOTICE AND SERVICE THEREOF**

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

#### **GC59. NOTICE OF THIRD PARTY CLAIMS**

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

#### **GC60. STATE LICENSE BOARD NOTICE.**

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A

complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

#### **GC61. INTEGRATION**

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

#### **GC62. ASSIGNMENT**

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

#### **GC63. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY**

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

#### **GC64. ASSIGNMENT OF ANTITRUST ACTIONS**

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the City makes final payment to the Contractor, without further acknowledgment by the parties.

#### **GC65. PROHIBITED INTERESTS**

No City official or representative who is authorized in such capacity and on behalf of the City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or

any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

#### **GC66. LAWS AND REGULATIONS**

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

#### **GC67. PATENT FEES OR ROYALTIES.**

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

#### **GC68. OWNERSHIP OF DRAWING**

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

#### **GC69. NOTICE OF TAXABLE POSSESSORY INTEREST**

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

### **GENERAL CONDITIONS**

# APPENDIX-A TECHNICAL SPECIFICATIONS

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## SECTION 011000 – SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Construction Documents
4. Phased construction
5. Facility operation during construction
6. Construction and schedule constraints
7. Phased construction
8. Sequence of construction
9. Owner selected equipment
10. Access to site.
11. Coordination with occupants.
12. Work restrictions.
13. Specification and drawing conventions.
14. Miscellaneous provisions.

##### B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.2 PROJECT INFORMATION

##### A. Project Identification: **City of Beaumont Lift Stations PLC Upgrade**

1. Project Location: 550 East 6<sup>th</sup> Street, Beaumont California

##### B. Owner: City of Beaumont

###### Contacts:

1. Robert Vestal - Principal Engineer (951) 769-8522, [rvestal@beaumontca.gov](mailto:rvestal@beaumontca.gov)
2. Thaxton Van Belle - Plant Manager (951) 572-3195, [TVanBelle@beaumontca.gov](mailto:TVanBelle@beaumontca.gov)
3. Jeff Hart - Director of Public Works (951) 769-8522, [jhart@beaumontca.gov](mailto:jhart@beaumontca.gov)

##### C. Engineer & Owner's System Integrator (OSI): SKM Engineering, Mark Jeppsen (801) 683-3760.

1. Engineers have been engaged for this Project to provide engineering services.

### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The following list has been furnished for the convenience of the Contractor and shall not be considered as representing all Work required in the Contract Documents. Contractor shall not take advantage of any errors or omissions in this listing and shall report any discrepancies or questionable items to the Engineer for clarification. The Work of Project is defined by the Contract Documents and consists of the following:

1. Removal and replacement of existing PLC control systems at nine (9) of the City's existing sewer lift stations.
2. Removal of existing wiring and reconnection to new PLC hardware with the use of provided I/O lists.
3. Pump seal and temperature detectors shall be relocated by the contractor to the MCC bucket for each pump. Control circuits shall be updated for each pump.
4. The Owner's System Integrator (OSI) will be performing the programming of the PLC's, network, and SCADA system for this project. The Contractor is responsible to coordinate with the OSI to successfully accomplish the cutover at each station. The OSI will have all programming completed prior to each station's cutover. The Contractor shall work with the OSI to coordinate cutover schedules so that the OSI may be on site at the appropriate dates and times. The Contractor will do all wiring and will lead all I/O testing, loop testing and commissioning activities.
5. The Mobilization of all equipment, labor, tools, and materials to and from the project site.
6. Field dimension verification, fabrication, furnishing and installation of new back panels for control system cabinets.
7. Installation and furnishing of new wireless radio components including 900MHz radios to replace the existing radios and cellular modem/router for each site.
8. Installation and furnishing of new Phoenix UPS and 7.2aH battery pack in each PLC cabinet.
9. Replacement of power supplies, network switches, relays, terminal blocks with new components supplied with the new back panel.
10. Demolition and removal of existing equipment and/or infrastructure as indicated in the Contract Documents.
11. All other electrical work included in the Contract Documents.
12. Testing and Startup and Commissioning as described in Section 017500 – Commissioning.

List above is intended to provide an overview of the major project components and does not include all work described in Contract Documents.

B. Type of Contract.

1. Project will be constructed under a single prime contract.

#### 1.4 CONSTRUCTION DOCUMENTS

- A. The Contractor may obtain copies of the construction documents as directed in the Instruction to Bidders in Volume 1, "Contract Documents and Conditions" Electronic copies of the existing facility drawings will be available to the successful Contractor through the same means. Note that these drawings are not "as-built" or "record" drawings and the contractor is responsible to field verify existing conditions.

#### 1.5 PHASED CONSTRUCTION

- A. The Work shall be conducted in accordance to an approved Contractor Schedule.
- B. The Contractor's Schedule shall include completion dates for each lift station and for the overall project. It is anticipated and expected that work will begin with the Notice to Proceed.

#### 1.6 LIFT STATION OPERATION DURING CONSTRUCTION:

- A. Continuous operation of the Owner's existing lift stations is of critical importance. The contractor shall develop a plan for cutover of each station's control system while keeping the station operational.

#### 1.7 ACCESS TO SITES

- A. General: Contractor shall have full use of Project site, defined as the limits of construction, for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors for work on the site or facilities. Owner will inform the contractor of areas that are essential for facility operation which shall not be disturbed, blocked, or impacted by the construction efforts. Contractor may use facilities granted by the Owner for storage under the agreement that liabilities for damages fall on the Contractor.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

#### 1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

- B. On-Site Work Hours: Limit work in the existing facilities to normal business working hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise indicated and/or agreed with the staff all in accordance with General Conditions.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate with Owner all operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy.
  - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
- E. Smoking requirements are to comply with California State law.

#### 1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. General and Special Conditions: Requirements of General and Special conditions provided in Volume I of Contract Documents apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations and scheduled on Drawings.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

END OF SECTION 011000

## SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
1. Coordination drawings.
  2. Requests for Information (RFIs).
  3. Requests for Change (RFCs)
  4. Project Web site.
  5. Project meetings.

#### 1.2 DEFINITIONS

- A. RFI: Request from Owner, Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.
- B. RFC: Request from Contractor proposing a change to the contract requirements.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
  2. Number and title of related Specification Section(s) covered by subcontract.
  3. Drawing number and detail references, as appropriate, covered by subcontract.

#### 1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
  2. Preparation of the schedule of values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Preinstallation conferences.
  7. Project closeout activities.
  8. Startup and adjustment of systems.

#### 1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - b. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid.
  2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings.
  3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.

4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
6. Review: Engineer will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility.

## 1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified. A sample RFI form is included at the end of this Specification.
  1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
  3. Owner or Engineer will not review the Contractor's RFIs that are in fact Requests for Changes (RFCs), as determined by the Owner. In such cases, Contractor will be required to resubmit on the appropriate RFC form.
  
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Engineer.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
  
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Engineer.
  
- D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow seven (7) working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. PST will be considered as received the following working day.

1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Engineer's actions on submittals.
    - f. Incomplete RFIs or inaccurately prepared RFIs.
  2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
  3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit a Change Proposal.
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer and Construction Manager in writing within 10 (10) days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Software log with not less than the following:
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Engineer.
  4. RFI number including RFIs that were dropped and not submitted.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Engineer's response was received.
- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven (7) days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- 1.7 REQUEST FOR CHANGE (RFCs)
- A. Contractor shall submit a Request for Change when Contractor proposes a change in the Contract requirements. All change requests shall be submitted on the RFC form attached to this Specification. As shown therein, Contractor is required to fully describe the benefit(s) to the Owner, benefit(s) to the Contractor, the cost and/or schedule impact(s) associated with the requested change, along with whether or not Contractor proposes or requires a Contract Change Order for implementing the change. Except for as described in Section 1.6 herein, any Contractor RFC that is submitted on the RFI form will be returned without review.

- B. As noted on the RFC form, it is understood that certain RFCs can be responded to promptly, with minimal expenditures required by Owner. It is also understood that other RFCs require significant expenditures by Owner in order to properly evaluate and respond to Contractor's RFC. For those RFCs that fall in the latter category, Owner will provide an estimate (time and money) to Contractor as an initial response to RFC. Contractor may then elect to have Owner proceed with evaluating Contractor's RFC (with estimated value deducted from Contractor's Contract with the Owner), or elect to withdraw Contractor's RFC.

## 1.8 PROJECT MEETINGS

- A. General: Construction Manager will schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Construction Manager, and Engineer, within three (3) days of the meeting.
- B. Preconstruction Conference: Engineer will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than fifteen (15) days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Construction Manager, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for RFIs.
    - g. Procedures for testing and inspecting.
    - h. Procedures for processing Applications for Payment.
    - i. Distribution of the Contract Documents.
    - j. Submittal procedures.
    - k. Preparation of record documents.
    - l. Use of the premises and existing building.
    - m. Work restrictions.
    - n. Working hours.
    - o. Owner's occupancy requirements.
    - p. Responsibility for temporary facilities and controls.
    - q. Procedures for disruptions and shutdowns.

- r. Construction waste management and recycling.
  - s. Parking availability.
  - t. Office, work, and storage areas.
  - u. Equipment deliveries and priorities.
  - v. First aid.
  - w. Security.
  - x. Progress cleaning.
3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Engineer, Construction Manager of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Compatibility problems.
    - k. Time schedules.
    - l. Weather limitations.
    - m. Manufacturer's written instructions.
    - n. Warranty requirements.
    - o. Compatibility of materials.
    - p. Acceptability of substrates.
    - q. Temporary facilities and controls.
    - r. Space and access limitations.
    - s. Regulations of authorities having jurisdiction.
    - t. Testing and inspecting requirements.
    - u. Installation procedures.
    - v. Coordination with other work.
    - w. Required performance results.
    - x. Protection of adjacent work.
    - y. Protection of construction and personnel.
  - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Construction Manager will conduct progress meetings at weekly intervals.
1. Attendees: In addition to representatives of Owner, Construction Manager, and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Contractor shall prepare three-week look ahead schedules for review at each progress meeting. The three-week look ahead schedules are not an acceptable substitute for CPM schedule updates that must be submitted with Contractor's monthly partial payment requests.
    - c. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Status of documentation.
      - 5) Deliveries.
      - 6) Off-site fabrication.
      - 7) Access.
      - 8) Site utilization.
      - 9) Temporary facilities and controls.
      - 10) Progress cleaning.
      - 11) Quality and work standards.
      - 12) Status of correction of deficient items.
      - 13) Field observations.
      - 14) Status of RFIs.
      - 15) Status of proposal requests.
      - 16) Pending changes.
      - 17) Status of Change Orders.
      - 18) Pending claims and disputes.
      - 19) Documentation of information for payment requests.

3. Minutes: Entity responsible for conducting the meeting will electronically record, transpose and distribute the meeting minutes to each party present and to parties requiring information.
  - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
4. It is noted that inspection will not be provided during scheduled progress meetings. Contractor is not permitted to perform work that requires inspection (as determined by Owner) during the progress meetings. Contractor shall adjust his schedule to accommodate said weekly progress meetings and no additional compensation will be provided for same. Contractor's bid shall consider Owner's requirements for weekly progress meetings. Owner, at its sole discretion, may decrease the frequency of progress meetings if deemed appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**SAMPLE**  
**CONTRACTOR'S REQUEST FOR INFORMATION (RFI) # \_\_\_\_\_**

**To (Engineer):**

**From (Contractor):**

**Subject:**

**Reference:** Construction Drawing: \_\_\_\_\_ Specification (Section and Page): \_\_\_\_\_

**REQUEST**

**Information is requested as follows:**

**Information Requested By (Name):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Response Requested By (Date):** \_\_\_\_\_

**Received by CM (Date):** \_\_\_\_\_

**RESPONSE**

**Response to Information Request:**

**Response By (Name):** \_\_\_\_\_ **Date:** \_\_\_\_\_

Final Distribution:

**SAMPLE**  
**CONTRACTOR'S REQUEST FOR CHANGE (RFC) # \_\_\_\_\_**

<b>To (Engineer):</b>	
<b>From (Contractor):</b>	
<b>Subject:</b>	
<b>Reference: Construction Drawing:</b>	<b>Specification (Section and Page):</b>
<b>REQUEST</b>	
<b>The following change is requested:</b>	
<b>Change Requested By (Name):</b>	<b>Date:</b>
<b>Response Requested By (Date):</b>	
<b>Received by CM (Date):</b>	
<b>Benefit to Owner:</b>	
<b>Benefit to Contractor:</b>	
<b>Cost and/or Schedule Impact:</b>	
<b>Change Order Required or Proposed?    <input type="checkbox"/> YES    <input type="checkbox"/> NO</b>	
<b>RESPONSE</b>	

<b>Response to Change Request: <sup>(1)</sup></b>	
<b>RESPONSE (Continued)</b>	
<b>Response By (Name):</b>	<b>Date:</b>

(1) It is understood that certain RFCs can be responded to promptly, with minimal expenditures required by Owner. It is also understood that other RFCs require significant expenditures by Owner in order to properly evaluate and respond to Contractor's RFC. For those RFCs that fall in the latter category, Owner will provide an estimate (time and money) to Contractor as an initial response to RFC. Contractor may then elect to have Owner proceed with evaluating Contractor's RFC (with estimated value deducted from Contractor's Contract with Owner), or elect to withdraw Contractor's RFC.

Final Distribution:

END OF SECTION 013100

## SECTION 013130 - SAFETY

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Contractor's safety program shall conform to the requirements specified in the General Conditions.
- B. This specification provides general guidance for site safety and a site safety program.

#### 1.2 DEFINITIONS

- A. For the purposes of this Section, an "active construction area" is any area where construction activities are occurring or construction activities could be considered a potential hazard to people.
- B. A "Designated Safety Officer" or "Safety Representative" for the purposes of this Contract, means anyone who is capable of identifying the existing and predictable hazards in the areas surrounding a construction project or those working conditions at a construction project that are unsanitary or dangerous to employees. A "Designated Safety Officer" has the authority to make prompt corrective measures to eliminate those hazards.
- C. For the purposes of this Section, a "classified area" represents any area within the classified boundary or envelope of an active wastewater treatment process basin, channel, or other facility. A table summarizing the classified areas present within the boundaries and scope of this project is provided in paragraph 1.4 of this Section.

#### 1.3 SUBMITTALS

- A. Demonstrate compliance action with the stipulations of California Occupational Safety and Health Administration (CAL OSHA), Mine Safety and Health Administration (MSHA), and other applicable local, state, and federal safety requirements by submitting to Engineer a copy of all safety plans, programs, and permits. Such plans and programs shall include, but are not limited to:
  1. Hazard Analysis Prior to Major Activities (job safety analysis, JSA).
  2. Emergency Plan.
  3. Rigging and Hoisting Plans.
  4. Excavation and Trenching Plans.
  5. Respiratory Protection Program.
  6. Fire Protection Plan.
  7. Confined Space Entry Program.
  8. Explosives Handling and Storage.
  9. Confined Space Entry Program.
  10. Electrical Safety (drop cords, temporary power, GFCI's, etc.)
  11. Lock Out/Tag Out.
  12. Fall Protection.
  13. Heavy Equipment Operations.
  14. Burning and Welding Operations.
  15. Training Plan.
  16. Tunneling/Underground/Jacking/Boring Operations.
  17. Project Site Rules and Regulations (hazard protection plan).
  18. Material Handling (storage-disposal).

19. Fuel Storage and Refueling.
  20. Hazard Communication/Right to Know.
  21. Subcontractor Requirements.
  22. Ventilation.
  23. Personal Protective Equipment (hearing, eye, face).
  24. Power Transmission/Distribution (temporary and/or permanent).
  25. Traffic Control.
  26. Environmental Controls.
  27. Safety Meetings.
  28. Spill Control Plan.
  29. First Aid Facilities.
- B. Engineer's receipt of safety plans or programs will not relieve Contractor in any way from the full and complete responsibility for safety and training of its personnel, and the onsite personnel of Owner, Engineer, and other visitors to areas of active construction areas. On a daily basis, inform Engineer of changes to the boundaries of the active construction areas.
- C. Be responsible for safety training all personnel who will have access to the active construction areas to meet state, federal, local and Contractor requirements. Maintain reasonable, regularly scheduled training sessions in mutually accessible facilities through entire Contract. Training costs for all personnel and visitors, except those costs associated with training personnel of Contractor, subcontractors, suppliers, and visitors will be considered incidental to other lump-sum portions of the Work and no additional compensation for such training will be provided.
- D. Safety Program Requirements:
1. Safety Representative Requirements:
    - a. Assign a full-time Safety Representative.
    - b. The Safety Representative's duties and responsibilities will be hazard recognition, accidents prevention, new employee orientation (including subcontractors), and the maintaining and supervising of safety precautions and program. This person shall have no other duties. The Safety Representative or a qualified and approved deputy shall be onsite at all times while Work is ongoing.
    - c. Qualifications of the Safety Representative and assigned deputies shall be submitted to Engineer for review. Acceptance of their qualifications by Engineer is required prior to the start of any activity on the Project. The Safety Representative will, as a minimum, meet the requirements of regulations per the CAL OSHA Enforcement Branch Program.
  2. Hazardous Substances:
    - a. Provide Engineer with a list of all hazardous substances anticipated to be brought on-site.
    - b. Maintain on site Material Safety Data Sheets (MSDS) prior to arrival of any hazardous substances on the Project.
    - c. Use storage area(s) as outlined in the spill control plan.
  3. Job Safety Analysis (JSA):
    - a. Outline the sequence of the Work, equipment to be used, identify hazards that may exist or may be created and what procedures and/or safety equipment will be used to eliminate or reduce these hazards. A Scope of Work JSA shall be prepared and provided to the Engineer prior to the start of unusual, hazardous, or have risk potential activities on the Project. The name of the competent person assigned to this activity will be included on the JSA.

- b. Complete a JSA for any activity, which may be of an unusual nature or involves unique hazards.
4. Reports
- a. Provide to Engineer copies of Contractor's and subcontractor's:
    - 1) First aid, recordable, lost time and near miss, monthly logs.
    - 2) OSHA 200 injury log (annually).
    - 3) Safety meeting reports and topics (weekly).
    - 4) List of competent persons as required by OSHA and the Project Health and Safety Manual for each required task and their qualification as such.
    - 5) Injury and accident reports will be submitted to Engineer within 24 hours of any incident. **Immediate** notification to Engineer of an accident is **required**. Full cooperation with Engineer in accident investigation is required.
  - b. Conduct weekly safety inspections. Corrective actions shall be taken within 24 hours to address all deficiencies identified during inspections. Deficiency reports shall be prepared and submitted to Engineer within 48 hours indicating corrective actions taken. Failure to comply with required corrective measures identified in the safety inspection will result in the delayed signing of the monthly application for progress payment by Engineer.
  - c. Provide Engineer with a report of any periodic audit of Contractor's safety performance and/or records.

#### 1.4 CLASSIFIED AREAS

- A. The Site is an active wastewater treatment facility that must always remain operational and online. Consequently, construction activities for this project will involve working near wet wells and equipment that must remain online and operational. Sewer wet wells are considered classified zones (per NFPA 820) with potential hazards for fire and explosions due to the presence of explosive gases associated with wastewater.
- B. Contractor shall take all additional precautions necessary when working within the classified zones and envelopes in these areas to prevent sparks, open flames, ignitions, and reduce the risk of fire or explosion. Precautions include but are not limited to: reviewing classified areas with all workers and subcontractors as part of the regular safety meetings and site orientation; providing proper PPE for workers entering classified areas; avoid using electrical tools, plugs, extension cords, welding equipment, open flames/heaters, and other potential sources for sparks or ignition within the classified envelopes; and following all guidelines and recommendations provided in NFPA and CALOSHA for working in classified areas,
- C. Refer to Electrical Site Layout Drawings for classified areas.

END OF SECTION 013130

## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Contractor's construction schedule.
  2. Construction schedule updating reports.
  3. Daily construction reports.
  4. Site condition reports.

#### 1.2 RELATED SECTIONS:

- A. General Conditions

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  2. Predecessor Activity: An activity that precedes another activity in the network.
  3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Float: The measure of leeway in starting and completing an activity.
1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file, where indicated.
  2. PDF electronic file.
  3. Two (2) paper copies.
- B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
1. Submit a working electronic copy of schedule labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
  2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
  3. Total Float Report: List of all activities sorted in ascending order of total float.
  4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.
- E. Construction Schedule Updating Reports: Submit with Applications for Payment.
- F. Daily Construction Reports: Submit at weekly intervals to the Construction Manager.
- G. Site Condition Reports: Submit at time of discovery of differing conditions.

## 1.5 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
1. Secure time commitments for performing critical elements of the Work from entities involved.
  2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each separate area as a separate numbered activity for each main element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than twenty (20) days, unless specifically allowed by Engineer.
  2. Procurement Activities: Include procurement process activities for the long lead items, major items, and Owner Selected equipment requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and resubmittal times in schedule as indicated in Section 013300 "Contractor Submittals." Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  4. Startup and Testing Time: Include no fewer than fifteen (15) days for startup and testing.
  5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's and Construction Manager's administrative procedures necessary for certification of Substantial Completion.
  6. Punch List and Final Completion: Include not more than thirty (30) days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
  2. Work under More Than One Contract: Include a separate activity for each contract.
  3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  4. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
  5. Work Stages: Indicate important stages of construction for each major portion of the Work.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
  2. Unanswered Requests for Information.

3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
  5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is fourteen (14) or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.
- G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

## 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare a computerized Work Break Down schedule utilizing Primavera Project Management, most current version.
- B. Startup Network Diagram: Submit diagram within fourteen (14) days of date established for the Notice to Proceed. Outline significant construction activities for the first ninety (90) days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.
1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than sixty (60) days after date established for the Notice to Proceed.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Engineer's approval of the schedule.
  2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  3. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Purchase of materials.
    - d. Delivery.

- e. Fabrication.
  - f. Utility interruptions.
  - g. Installation.
  - h. Work by Owner that may affect or be affected by Contractor's activities.
  - i. Testing and commissioning.
  - j. Punch list and final completion.
  - k. Activities occurring following final completion.
2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
  3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
    - a. Sub networks on separate sheets are permissible for activities clearly off the critical path.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
  2. Description of activity.
  3. Main events of activity.
  4. Immediate preceding and succeeding activities.
  5. Early and late start dates.
  6. Early and late finish dates.
  7. Activity duration in workdays.
  8. Total float or slack time.
  9. Average size of workforce.
  10. Dollar value of activity (coordinated with the schedule of values).
- G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
  2. Changes in early and late start dates.
  3. Changes in early and late finish dates.
  4. Changes in activity durations in workdays.
  5. Changes in the critical path.
  6. Changes in total float or slack time.
  7. Changes in the Contract Time.
- H. Responsible Person:

1. Designate, in writing and within five (5) calendar days after Notice of Award, person responsible for preparation, maintenance, updating, and revision of all schedules.
2. Qualifications of Responsible person:
  - a. Authority to act on behalf of Contractor.
  - b. 5 years verifiable experience in preparation of complex construction schedules for projects of similar value, size, and complexity.
  - c. Knowledge of critical path method (CPM) scheduling utilizing Primavera Project Planner software.
3. References: Submit written reference of 3 project Owners who have personal experience with this scheduler on previous projects. Identify name, address, telephone number, project name, and cost.
4. Scheduler: Dedicated full time to this project, located on-site. All scheduling software and hardware located on-site. Scheduler will attend all project meetings called for as specified in section 013100.
5. Engineer reserves the right to disapprove scheduler when submitted by Contractor if not qualified. Engineer reserves the right to remove the scheduler from the project if found to be incompetent.

### 2.3 REPORTS

- A. Daily Construction Reports: The Contractor shall prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. Equipment at Project site.
  5. Material deliveries.
  6. High and low temperatures and general weather conditions, including presence of rain or snow.
  7. Accidents.
  8. Meetings and significant decisions.
  9. Unusual events.
  10. Stoppages, delays, shortages, and losses.
  11. Meter readings and similar recordings.
  12. Emergency procedures.
  13. Orders and requests of authorities having jurisdiction.
  14. Change Orders received and implemented.
  15. Work Change Directives received and implemented.
  16. Services connected and disconnected.
  17. Equipment or system tests and startups.
  18. Partial completions and occupancies.
  19. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

- C. Quarterly Reports: The Contractor shall assist the Engineer, as requested, in preparing quarterly reports, which shall include at a minimum, the following:
1. A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed.
  2. A description of compliance with environmental requirements.
  3. A listing of change orders including amount, description of work, and change in contract amount and schedule.
  4. Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Engineer, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

## SECTION 013300 – CONTRACTOR SUBMITTALS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals. The Contractor shall coordinate the submittal requirements in this section with those given in the General and Special Conditions of Volume 1, “Bid and Contract Documents.” Where discrepancies exist, the requirements of Volume 1 shall govern.
- B. Related Requirements:
  - 1. Section 013200 “Construction Progress Documentation” for submitting schedules and reports, including Contractor's construction schedule.
  - 2. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 3. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

#### 1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer and additional time for handling and reviewing submittals required by those corrections.
- B. Construction Schedule: Within fourteen (14) days after the date of Notice to Proceed, the Contractor shall submit a construction schedule providing the starting and completion dates of the various stages of the Work. The Contractor shall be prepared to discuss its construction schedule at the pre-construction conference.
- C. Schedule of Values or lump sum price breakdown: Within fourteen (14) days after the date of Notice to Proceed, the Contractor shall submit a schedule of values or lump sum price breakdown for progress payment purposes.

#### 1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Engineer's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will be provided by Engineer for Contractor's use in preparing submittals.
1. Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
    - a. Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Engineer.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow fifteen (15) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow fifteen (15) days for review of each resubmittal.
  4. Submittal Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.

- a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
  4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Engineer.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of firm or entity that prepared submittal.
    - g. Names of subcontractor, manufacturer, and supplier.
    - h. Category and type of submittal.
    - i. Submittal purpose and description.
    - j. Specification Section number and title.
    - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
    - l. Drawing number and detail references, as appropriate.
    - m. Location(s) where product is to be installed, as appropriate.
    - n. Related physical samples submitted directly.
    - o. Indication of full or partial submittal.
    - p. Transmittal number.
    - q. Submittal and transmittal distribution record.
    - r. Other necessary identification.
    - s. Remarks.
  5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
    - a. Project name.
    - b. Number and title of appropriate Specification Section.
    - c. Manufacturer name.
    - d. Product name.
- E. Options: Identify options requiring selection by Engineer.
  - F. Deviations: Identify deviations from the Contract Documents on submittals.
  - G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
    1. Note date and content of previous submittal.
    2. Note date and content of revision in label or title block and clearly indicate extent of revision.
    3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.

- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

#### A. General Submittal Procedure Requirements:

1. Action Submittals: Submit one (1) electronic copy and/or one (1) hard copy (if requested by the Owner) of each submittal unless otherwise indicated.
2. Informational Submittals: Submit one (1) electronic copy and/or one (1) hard copy (if requested by the Owner) of each submittal unless otherwise indicated. Engineer will not return copies.
3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
  - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

#### B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
  - a. Manufacturer's catalog cuts.
  - b. Manufacturer's product specifications.
  - c. Standard color charts.
  - d. Statement of compliance with specified referenced standards.
  - e. Testing by recognized testing agency.
  - f. Application of testing agency labels and seals.
  - g. Notation of coordination requirements.
  - h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
  - a. Wiring diagrams showing factory-installed wiring.
  - b. Printed performance curves.

- c. Operational range diagrams.
  - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- 5. Submit Product Data before or concurrent with Samples.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  - 2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
  - 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  - 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  - 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

- a. Number of Samples: Submit two (2) full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.
  
- 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit two (2) sets of Samples. Engineer will retain one (1) Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
    - 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
  
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Submit product schedule in the following format:
    - a. Four (4) paper copies of product schedule or list unless otherwise indicated. Engineer will return three (3) copies.
  
- F. Coordination Drawings Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
  
- G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
  
- H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
  
- I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
  
- J. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
  
- K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of engineers and owners, and other information specified.
  
- L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure

Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- T. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."
- U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## 2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit three (3) paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents. In the case of shop drawings, each sheet shall be so dated, signed and certified.

### 3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or revisions required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
  - 1. "NO EXCEPTIONS TAKEN" or "EXCEPTIONS AS NOTED" will require no formal revision and resubmission.

2. “REVISE AND RESUBMIT” or “REJECTED” will require the Contractor to revise said submittal and shall resubmit the required number of copies of said revised submittal to the Engineer.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
- F. Fabrication of an item shall commence only after the Engineer has reviewed the submittal and returned copies to the Contractor marked either “NO EXCEPTIONS TAKEN” or “EXCEPTIONS AS NOTED”. Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.

END OF SECTION 013300

## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
  - 3. Specific test and inspection requirements are not specified in this Section.

#### 1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer or Construction Manager.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  - 1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

- E. **Product Testing:** Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. **Source Quality-Control Testing:** Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. **Field Quality-Control Testing:** Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. **Testing Agency:** An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. **Installer/Applicator/Erector:** Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. **Experienced:** When used with an entity or individual, "experienced" means having successfully completed a minimum of five (5) previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

### 1.3 CONFLICTING REQUIREMENTS

- A. **Referenced Standards:** If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- B. In instances where a conflict arises between standards and/or between the Technical Specifications and the Design Drawings, the more stringent standard or requirement shall govern at the discretion of Owner and Engineer.
- C. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

### 1.4 INFORMATIONAL SUBMITTALS

- A. **Contractor's Statement of Responsibility:** When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Engineer.
  2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Engineer.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

## 1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and re-inspecting.
- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  5. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.

- b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
  - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
  - d. When testing is complete, remove test specimens, assemblies, and mockups, and laboratory mockups; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer, through Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
- 1. Build mockups in location and of size indicated or, if not indicated, as directed by Engineer or Construction Manager.
  - 2. Notify Engineer and Construction Manager seven (7) days in advance of dates and times when mockups will be constructed.
  - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 4. Obtain Engineer's and Construction Manager's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven (7) days for initial review and each re-review of each mockup.
  - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 6. Demolish and remove mockups when directed unless otherwise indicated.
- K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

## 1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services. It is the Contractor's responsibility to schedule the testing provided by such agencies.
- 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Owner will engage a qualified testing agency to perform following services:
- 1. Soil Density Testing
  - 2. Cast -in -Place concrete testing
  - 3. Special Inspections

- C. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  2. Notify testing agencies at least twenty-four (24) hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- D. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Engineer, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.

3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## 1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Conducted by a qualified special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections and in Statement of Special Inspections included in the Contract Documents (Drawings), and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Engineer, Construction Manager, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Engineer, through Construction Manager, with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and re-inspecting corrected work.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Engineer.
4. Identification of testing agency or special inspector conducting test or inspection.

- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Engineer's and Construction Manager's reference during normal working hours.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

## SECTION 014120 - PERMITS

### PART 1 - GENERAL

#### 1.1 ADMINISTRATIVE REQUIREMENTS

- A. Obtain permits required for the execution of Work in accordance with the Contract Documents. Provide copies of these permits to Owner.
- B. The intent of this Section is to furnish the known list of required permits for the Work under the Contract Documents. **Contractor is responsible for determining and verifying the extent of all permits required and for obtaining such permits.**
- C. In the Bid Price, include costs for obtaining all necessary permits, including application fees and other costs, and the costs of complying with the conditions of all permits. Any fees listed in this section are estimates and are for information only. Verify and pay all actual fees.
- D. Within 30 Days of the Limited Notice to Proceed, submit a list of all permits and licenses to be obtained, indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit.

#### 1.2 SUMMARY OF PERMITS TO BE OBTAINED BY CONTRACTOR

- A. Obtain the following permits. Submit copies of these permits to Engineer and maintain copies on-site. Comply with all conditions of the permits and pay all applicable fees. Types of permits that may be required include:
  - 1. SWPPP
  - 2. Any required construction permits from City, County, or State agencies. The City permit, if necessary, will be provided at no cost to the Contractor.
  - 3. Permits for road construction
  - 4. Permits for transport of equipment and materials to/from the site.
  - 5. Permits for disposal of any debris or demolition materials (as needed)
  - 6. Permits required for environmental protection including dewatering and discharging of waters.
  - 7. Permits for noise or pollution control as required.
  - 8. Any temporary AQMD permits associated with construction efforts.

END OF SECTION

## SECTION 014200 – ABBREVIATIONS AND REFERENCE STANDARDS

### PART 1 - GENERAL

#### 1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

#### 1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
- D. All work specified herein shall conform to or exceed the requirements of the referenced specifications, codes and standards to the extent that the provisions of such documents are not in conflict with the requirements of these Specifications.
- E. References herein to "Building Code" shall mean the California Building Code (CBC) of the International Code Council (ICC). The 2016 edition of the code, as approved and adopted by the agency having jurisdiction, including all addenda, modifications, amendments or other lawful changes thereto, shall apply to the Work.
- F. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Engineer for clarification and directions prior to ordering or providing any materials or labor. The Contractor shall bid the most stringent requirements.
- G. Applicable Standard Specifications: The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards and specifications listed herein.
- H. References herein to "OSHA Regulations for Construction" shall mean Title 29, Part 1926, Construction Safety and Health Regulations, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

### 1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
 

AA	Aluminum Association
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute (Formerly: ACI International)
ACPA	American Concrete Pipe Association
AGA	American Gas Association
AGC	Associated General Contractors
AHRI	Air-Conditioning, Heating, and Refrigeration Institute (The)
AI	Asphalt Institute
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
APA	APA - The Engineered Wood Association

APA	Architectural Precast Association
API	American Petroleum Institute
APWA	American Public Works Association
ASA	Acoustical Society of America
ASAE	American Society of Agriculture Engineer
ASCE	American Society of Civil Engineers
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASLE	American Society of Lubricating Engineers
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASSE	American Society of Safety Engineers (The)
ASSE	American Society of Sanitary Engineering
ASTM	American Society for Testing and Materials International
ATIS	Alliance for Telecommunications Industry Solutions
AWPA	American Wood Protection Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
BOCA	BOCA (Building Officials and Code Administrators International Inc.)
CDA	Copper Development Association
CGA	Compressed Gas Association
CLFMI	Chain Link Fence Manufacturers Institute
CMA	Concrete Masonry Association
CPA	Composite Panel Association
CRSI	Concrete Reinforcing Steel Institute
DASMA	Door and Access Systems Manufacturers Association
DHI	Door and Hardware Institute
ETL	Electrical Test Laboratories
GA	Gypsum Association
GANA	Glass Association of North America
HI	Hydraulic Institute
HMMA	Hollow Metal Manufacturers Association (See NAAMM)
HPVA	Hardwood Plywood & Veneer Association
ICBO	International Conference of Building Officials (See ICC)
ICC	International Code Council
ICEA	Insulated Cable Engineers Association, Inc.
ICPA	International Cast Polymer Alliance
ICRI	International Concrete Repair Institute, Inc.
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The)
IES	Illuminating Engineering Society
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	International Society of Automation
ISO	International Organization for Standardization
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturers Association
MCA	Metal Construction Association
MHIA	Material Handling Industry of America

MPI	Master Painters Institute
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NACE	NACE International (National Association of Corrosion Engineers International)
NAIMA	North American Insulation Manufacturers Association
NBS	National Bureau of Standards
NCMA	National Concrete Masonry Association
NEC	National Electrical Code
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NFPA	NFPA (National Fire Protection Association)
NFPA	National Forest Products Association
NFRC	National Fenestration Rating Council
NHLA	National Hardwood Lumber Association
NLGI	National Lubricating Grease Institute
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	NSF International (National Sanitation Foundation International)
NSPE	National Society of Professional Engineers
NSSGA	National Stone, Sand & Gravel Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PDI	Plumbing & Drainage Institute
SDI	Steel Door Institute
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SPFA	Spray Polyurethane Foam Alliance
SPRI	Single Ply Roofing Industry
SSPC	Society for Protective Coatings
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
SWPA	Submersible Wastewater Pump Association
UBC	Uniform Building Code (See ICC)
UL	Underwriters Laboratories Inc.
WASTEC	Waste Equipment Technology Association
WCRSI	Western Concrete Reinforcing Steel Institute
WDMA	Window & Door Manufacturers Association
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
1. DIN- Deutsches Institut für Normung e. V.; [www.din.de](http://www.din.de).
  2. IAPMO – International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).
  3. ICC – International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
  4. ICC-ES – ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

1. COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).
2. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
3. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
4. DOD - Department of Defense; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
7. FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).
8. FG - Federal Government Publications; [www.gpo.gov](http://www.gpo.gov).
9. GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).
10. HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; [www.eetd.lbl.gov](http://www.eetd.lbl.gov).
12. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).
13. SD - Department of State; [www.state.gov](http://www.state.gov).
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; [www.trb.org](http://www.trb.org).
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).
16. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).
18. USP - U.S. Pharmacopeial Convention; [www.usp.org](http://www.usp.org).  
USPS - United States Postal Service; [www.usps.com](http://www.usps.com).

END OF SECTION 014200

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary of Work" for work restrictions and limitations on utility interruptions.
  - 2. Requirements given in the General Conditions.

#### 1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Engineer, occupants of Project, testing agencies, and authorities having jurisdiction.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel. Coordinate location with the Owner.
- B. Erosion- and Sedimentation-Control Plan for projects disturbing more than 1 acre: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

#### 1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

## 1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts.
- B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide galvanized-steel bases for supporting posts.
- C. Wood Enclosure Fence: Plywood, 6 feet high, framed with four 2-by-4-inch rails, with preservative-treated wood posts spaced not more than 8 feet apart.

### 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Contractor's Field Office: Of sufficient size to accommodate needs of Owner, Engineer, Construction Manager, and construction personnel office activities and to accommodate Project meetings specified in Section 013100. Keep office clean and orderly.
- C. Inspector's Field Office: Provided by the contractor in accordance with Volume I requirements.
- D. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
- E. Final location of Contractor's temporary facilities shall be coordinated with the Owner to ensure that access critical to plant operations is maintained at all times.

## 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures. The Contractor shall provide fire extinguishers and other fire protection equipment to adequately protect new and existing facilities and temporary facilities against damage by fire. Hose connections and hose, water casks, chemical equipment or other sufficient means shall be provided for fighting fires in the new, existing and temporary structures and other portions of the Work and responsible persons shall be designated and instructed in the operation of such fire apparatus so as to prevent or minimize the hazard of fire. The Contractor's fire protection program shall conform to the requirements of the OSHA Standards for Construction. The Contractor shall employ every reasonable means to prevent the hazard of fire.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
  - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Section 017700 "Closeout Procedures".

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary of Work."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service:

1. All drinking water on the site during construction shall be furnished by the Contractor and shall be bottled water or water furnished in approved metal dispensers. Notices shall be posted conspicuously throughout the site warning the Contractor's personnel that piped water may be contaminated.
  2. The Contractor shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the authority having jurisdiction over the use of said fire hydrant or pipeline and from the agency owning the water system. For each such connection made the Contractor shall first attach to the fire hydrant or pipeline a valve, backflow preventer and a meter, if required by the said authority, of a size and type acceptable to said authority and agency.
- C. Waste Collection: Provide trash cans and instruct personnel to maintain a clean site.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
1. Toilets: Portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction. The Owner's toilet facilities shall not be used by the Contractor's work force.
  2. The Contractor shall establish adequate and regular collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of in a manner satisfactory to the Engineer and in accordance with all laws and regulations pertaining thereto.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. Electric Power Service: Electric Power Service from Existing System: Electric power from Owner's existing system will be made available for construction activities limited by the facility's electrical system capacity as a whole or at a specific location. All use of power from Owner's existing system shall be coordinated with the Owner and shall be associated with the activities related to construction.

The Contractor shall be responsible to provide necessary electrical power. The contractor will be responsible for all temporary power and generators required during the construction and planned power shut-downs. The Contractor shall provide all necessary temporary power connection, disconnects and distribution lines required for its operations under the Contract and shall provide and maintain all temporary power systems required to perform the Work in a safe

and satisfactory manner. All temporary connections for electricity shall be subject to approval of the Engineer and shall be completely removed at the Contractor's expense prior to final acceptance of the Work. All wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. All electrical facilities shall conform to the requirements of the OSHA Safety and Health Standards for Construction.

- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- I. Telephone Service: The Owner's telephone system shall not be used by the Contractor's work force.
1. Post a list of important telephone numbers in the project field office.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Contractor's emergency after-hours telephone number.
    - e. Engineers' offices.
    - f. Owner's office.
    - g. Principal subcontractors' field and home offices.
  2. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
  3. The Contractor shall provide a telephone in their facility with an adequate speaker phone for use on conference calls. This system may be used for weekly conference calls/project progress meetings.
- J. Electronic Communication Service: Provide a computer in the primary field office adequate for use by Engineer and Owner to access project electronic documents and maintain electronic communications.

### 3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Engineer schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, with prior consent from the Owner and under conditions acceptable to Owner.

- B. Temporary Roads: Access to the site shall be permitted by the Owner. The Contractor shall not construct any staging areas, haul roads, and access roads without the approval of the Owner.

1. Contractor to maintain clear access roadways and walkways necessary for the daily operation and maintenance of the facility. All road closures, trenching/excavation, or other construction activities that may interfere or impede access must be coordinated with and approved by Owner.
  2. Where public road(s) pass through the construction area, access to and along this route must be maintained during construction. Contractor shall maintain a graded, non-paved road, to accommodate traffic on the road and allow for construction activities until the permanent road is installed. Contractor is responsible to provide suitable road-grade backfill, graded, for the road. Contractor shall maintain and regrade the road as required to maintain the road in acceptable condition. In addition, contractor shall maintain proper barricades and fencing along this road to secure the construction/staging areas from the public access road. Finally, contractor shall furnish traffic controls along public road as detailed below.
  3. Provide dust-control treatment that is non-polluting and non-tracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction and coordinate with the Owner's Facility personnel.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  2. Maintain access for fire-fighting equipment and access to fire hydrants.
  3. Contractor shall provide all lights, signs, barricades, flaggers, and other appurtenances necessary for safety.
- D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- E. Dewatering Facilities and Drains: Comply with all Federal, State, and Local Government requirements. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
  2. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: Provide Project sign. Unauthorized signs are not permitted.
1. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  2. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

- I. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- J. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
  - 1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.
- K. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- G. Site Access: Prior to commencing work the Owner will supply the contractor with access key(s) for the facility front gate. The contractor is responsible to:
  - 1. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner for any gates, enclosures or fenced areas constructed by the contractor.
  - 2. The contractor shall be responsible for security of the site during non-working hours of the facility personnel.

- H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- J. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- K. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- L. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner and tenants from fumes and noise.
  - 1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
  - 2. Construct dustproof partitions with two layers of 6-mil polyethylene sheet on each side. Cover floor with two layers of 6-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.
    - a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.
  - 3. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
  - 4. Insulate partitions to control noise transmission to occupied areas.
  - 5. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
  - 6. Protect air-handling equipment.
  - 7. Provide walk-off mats at each entrance through temporary partition.
- M. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect materials from water damage and keep porous and organic materials from coming into prolonged contact with concrete.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
  1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  2. Keep interior spaces reasonably clean and protected from water damage.
  3. Discard or replace water-damaged and wet material.
  4. Discard, replace, or clean stored or installed material that begins to grow mold.
  5. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
  1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  2. Remove materials that cannot be completely restored to their manufactured moisture level within 48 hours.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may

have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

## SECTION 015300 – PROTECTION OF EXISTING FACILITIES

### PART 1 - GENERAL

#### 1.1 GENERAL

- A. The Contractor shall protect all existing utilities, piping and improvements not designated for removal and shall restore damaged or temporarily relocated utilities, piping and improvements to a condition equal to or better than they were prior to such damage or temporary relocation. Where required, existing improvements shall be protected with shoring, sheeting, piles, or other necessary means.
- B. The Contractor shall verify the exact locations and depths of all underground piping and utilities shown and not shown and shall make exploratory excavations of all piping and utilities that may interfere with the Work. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities, piping and other improvements that will be encountered in its construction operations and to see that such utilities or other improvements are adequately protected from damage due to such operations.
- C. The Contractor shall notify the Owner's representative of any change of condition or extra work as soon as it is discovered, including any damage to existing facilities, pipelines and improvements not designated for removal. The Contractor shall also notify the Owner's representative of any plans to relocate existing piping or facilities to accommodate new construction.
- D. **Maintaining in Service:** All pipelines, electrical, power, telephone, communication cables, gas and water mains shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Engineer are made with the Owner. Where the proper completion of the Work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement the Contractor, after necessary scheduling and approval, shall remove and, without unnecessary delay, temporarily replace or relocate such utility or improvement in a manner satisfactory to the Engineer and the owner of the facility. In all cases of such temporary removal or relocation, the Work shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement to a new condition meeting the specification requirements.
- E. Buried pipelines, utilities, conduits, duct banks, or other improvements that must remain in service and are exposed due to excavation or construction activities shall be protected and supported as required. Segments of pipelines or duct that is suspended over excavated areas shall be temporarily supported until they can be properly backfilled. All temporary support strategies shall be reviewed and approved by Owner and Engineer.
- F. All repairs to a damaged utility or improvement are subject to inspection and approval by an authorized representative of the improvement owner before being concealed by backfill or other work.

#### 1.2 RIGHTS-OF-WAY

- A. The Contractor shall not do any work or enter upon the rights-of-way of any oil, gas, sewer or water pipeline; any telephone or electric transmission line; any fence; or any other structure, until notified by the Engineer that the Owner has secured authority to do so. After authority has been obtained, the Contractor shall give the governing utility proper advanced notice of its intention to begin work.

### 1.3 RESTORATION OF PAVEMENT AND SIDEWALKS

- A. All paved areas and sidewalks not designated for replacement, cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas unless otherwise noted. All sidewalks and pavements which are subject to partial removal shall be neatly saw-cut in straight lines. All restoration shall be at the Contractor's expense.

### 1.4 UNDERGROUND UTILITIES

- A. All care shall be exercised to protect existing underground utilities during construction activity. The contractor shall protect pipelines (existing and new) from heavy vehicle loads and ensure that cranes or other heavy outrigging equipment is not parked or stored directly above these utilities without added protection.
- B. If the Contractor damages existing utilities, piping or improvements that are not shown or the location of which was not made known to the Contractor prior to excavation and the damage was not due to failure of the Contractor to exercise reasonable care the Contractor shall immediately notify the Engineer. If directed by the Engineer, repairs shall be made by the Contractor under the provisions for changes and extra work contained in the Contract Documents.

### 1.5 NOTIFICATION BY THE CONTRACTOR:

- A. Prior to any excavation in the vicinity of any existing underground facilities, including water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications or telecommunication cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way, the Contractor shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than three (3) working days prior to excavation so that a representative can be present during such work if they are required to do so.

END OF SECTION 015300

## SECTION 015600 – PROJECT ENVIRONMENTAL CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. The following sections include mitigation measures to be integrated into the project to reduce the potentially environmental impacts resulting from the construction activities. The Contractor shall implement mitigation measures identified below during the construction process, as well as any other measures required in these documents, on the design drawings, and as required by other local, state, and federal agencies.

#### 1.2 WATER QUALITY

- A. NPDES Construction Activity Stormwater Permit: Contractor shall comply with the provisions of the NPDES Construction Activity Stormwater permit, including preparation of Notice of Intent to comply with the provisions of this General Permit and preparation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP will identify implementation measures necessary to mitigate potential water quality degradation as a result of construction-related runoff. These measures will include BMPs and other standard pollution prevention actions, such as erosion and sediment control measures, proper control of non-stormwater discharges, and hazardous spill prevention and response. The SWPPP will also include requirements for BMP inspections, monitoring, and maintenance.
- B. The following items are examples of BMPs that would be implemented during construction to avoid causing water quality degradation:
1. Erosion control BMPs, such as use of mulches or hydroseeding to prevent detachment of soil, following guidance presented in the California BMP Handbooks – Construction (CASQA 2003). A detailed site map will be included in the SWPPP outlining specific areas where soil disturbance may occur, and drainage patterns associated with excavation and grading activities. In addition, the SWPPP will provide plans and details for the BMPs to be implemented prior, during, and after construction to prevent erosion of exposed soils and to treat sediments before they are transported offsite.
  2. Sediment control BMPs such as silt fencing or detention basins that trap soil particles.
  3. Construction staging areas designed so that stormwater runoff during construction will be collected and treated in a detention basin or other appropriate structure.
  4. Management of hazardous materials and wastes to prevent spills.
  5. Groundwater treatment BMPs such that localized trench dewatering does not impact surface water quality.
  6. Vehicle and equipment fueling BMPs such that these activities occur only in designated staging areas with appropriate spill controls.
  7. Maintenance checks of equipment and vehicles to prevent spills or leaks of liquids of any kind.

### 1.3 AIR QUALITY

- A. Construction Fugitive Dust Control Plan: Contractor shall prepare, submit for review and approval, and implement a dust control plan that conforms to the local requirements. The dust control plan shall include the following dust control procedures, or others as required the local authority:
1. Water all active construction areas at least twice daily, taking into consideration temperature and wind conditions.
  2. Cover all trucks hauling soil, sand, and other loose materials or require trucks to maintain at least two feet of freeboard.
  3. Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on unpaved access roads, parking areas and staging areas at construction sites.
  4. Sweep daily (with water sweepers) all paved access roads, parking areas and staging areas at construction sites.
  5. Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets.
  6. Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).
  7. Enclose, cover, water twice daily or apply (non-toxic) soil binders to exposed stockpiles (dirt, sand, etc.)
  8. Limit traffic speeds on unpaved roads to 5 mph.
  9. Install sandbags or other erosion control measures to prevent silt runoff to public roadways, consistent with Mitigation Measures for Erosion Control.
  10. Replant vegetation in disturbed areas as quickly as possible.
  11. Contractor may use onsite treated effluent for dust abatement. Coordinate access and allowable volumes with Owner.
- B. Construction Exhaust Emissions Control Plan: Contractor shall implement an exhaust emissions control plan that shall include the following controls and practices:
1. On road vehicles with a gross vehicular weight rating of 10,000 pounds or greater shall not idle for longer than five minutes at any location as required by Section 2485 of Title 13, Division 3, Chapter 10, Article 1 of the California Code of Regulations. This restriction does not apply when vehicles remain motionless during traffic or when vehicles are queuing.
  2. Off road equipment engines shall not idle for longer than five minutes per Section 2449(d)(3) of Title 13, Division 3, Chapter 9, Article 4.8 of the California Code of Regulations. All vehicle operators shall receive a written idling policy to inform them of idling restrictions. The policy shall list exceptions to this rule that include the following: idling when queuing; idling to verify that the vehicle is in safe operating condition; idling for testing, servicing, repairing or diagnostic purposes; idling necessary to accomplish work for which the vehicle was designed (such as operating a crane); idling required to bring the machine to operating temperature as specified by the manufacturer; and idling necessary to ensure safe operation of the vehicle.
  3. Off road engines greater than 50 horsepower shall, at a minimum, meet Tier 2 emissions standards. When available, higher Tier engines shall be utilized.

#### 1.4 NOISE

- A. Contractor shall develop, submit for review and approval, and implement a Construction Noise Reduction Plan that requires, at a minimum, the following:
1. The contractor shall locate all stationary noise-generating equipment, including hammer bore and drill rigs, as far as possible from nearby noise-sensitive receptors. Stationary noise sources located within 500 feet of noise-sensitive receptors shall be equipped with noise reducing engine housings, and the line of sight between such sources and nearby sensitive receptors shall be blocked by portable acoustic barriers.
  2. The contractor shall assure that construction equipment with internal combustion engines have sound control devices at least as effective as those provided by the original equipment manufacturer. No equipment shall be permitted to have an un-muffled exhaust.
  3. All construction activities within unincorporated areas shall be limited to between the hours depending upon the jurisdiction.
  4. Construction equipment including compressors, generators, and mobile equipment shall be fitted with properly working mufflers.
  5. Residences and other sensitive receptors within 200 feet of a construction area shall be notified of the construction schedule in writing, at least two weeks prior to the commencement of construction activities. This notice shall indicate the allowable hours of construction activities as specified by the applicable local jurisdiction or as defined by this mitigation measure. The Owner shall designate a noise disturbance coordinator who would be responsible for responding to complaints regarding construction noise. The coordinator shall determine the cause of the complaint and ensure that reasonable measures are implemented to correct the problem. A contact number for the noise disturbance coordinator shall be conspicuously placed on construction site fences and entrances by the contractor and included in the construction schedule notification sent to nearby residences and sensitive receptors.

#### 1.5 HAZARDS AND HAZARDOUS MATERIALS

- A. In the event that evidence of potential soil contamination such as soil discoloration, noxious odors, debris, or buried storage containers, is encountered during construction, the contractor will have a contingency plan for sampling and analysis of potentially hazardous substances, including use of a photoionization detector. The required handling, storage, and disposal methods shall depend on the types and concentrations of chemicals identified in the soil. Any site investigations or remediation shall comply with applicable laws and will coordinate with the appropriate regulatory agencies.
- B. If unknown USTs are discovered during construction, the UST, associated piping, and impacted soil shall be removed by a licensed and experienced UST removal contractor. The UST and contaminated soil shall be removed in compliance with applicable county and state requirements governing UST removal.
- C. Contractor shall prepare, submit for review and approval, and implement a project-specific Health and Safety Plan that would apply to excavation activities. The plan shall establish policies and procedures to protect workers and the public from potential hazards posed by hazardous materials. The plan shall be prepared according to federal and California OSHA regulations and submitted to the appropriate agency with jurisdiction prior to beginning site

activities. The health and safety plan shall also be submitted to the Owner for review and approval.

- D. Consistent with the SWPPP requirements, the construction contractor shall be required to implement BMPs for handling hazardous materials onsite. The use of construction BMPs will minimize any adverse effects on groundwater and soils, and will include, but not limited to, the following:
1. Follow manufacturers' recommendations and regulatory requirements for use, storage, and disposal of chemical products and hazardous materials used in construction;
  2. Spill control and countermeasures, including employee spill prevention/response training;
  3. Avoid overtopping construction equipment fuel gas tanks;
  4. During routine maintenance of construction equipment, properly contain and remove grease and oils; and
  5. Properly dispose of discarded containers of fuels and other chemicals.
- E. The contractor shall follow the provisions of California Code of Regulations, Title 8, Sections 5163 through 5167 for General Industry Safety Orders to protect the project area from being contaminated by the accidental release of any hazardous materials and/or wastes. The local Certified Unified Program Agency (CUPA) will be contacted for any site-specific requirements regarding hazardous materials or hazardous waste containment or handling.
- F. Oil and other solvents used during maintenance of construction equipment shall be recycled or disposed of in accordance with applicable regulatory requirements. All hazardous materials shall be transported handled and disposed of in accordance with applicable regulatory requirements.
- G. In the event of an accidental release of hazardous materials during construction, containment and clean up shall occur in accordance with applicable regulatory requirements.
- H. Contractor shall prepare, submit for review and approval, and implement a Fire Safety Plan for each of the service areas associated with the project. The Fire Safety Plan(s) will describe various potential scenarios and action plans in the event of a fire.
- I. During project construction, all staging areas, welding areas, or areas slated for development using spark-producing equipment will be cleared of dried vegetation or other material that could ignite. Any construction equipment that includes a spark arrestor shall be equipped with a spark arrestor in good working order. All vehicles and crews working at the project site(s) will have access to functional fire extinguishers at all times. In addition, construction crews will be required to have a spotter during welding activities to look out for potentially dangerous situations, including accidental sparks.

## 1.6 CULTURAL RESOURCES

- A. Inadvertent Discoveries: If discovery is made of items of historical or archaeological interest, the contractor shall immediately cease all work activities in the area (within approximately 100 feet) of discovery. Prehistoric archaeological materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as

hammerstones and pitted stones. Historic-period materials might include stone, concrete, or adobe footings and walls; filled wells or privies; and deposits of metal, glass, and/or ceramic refuse. After cessation of excavation the contractor shall immediately contact the NBWRA and the Owner. The contractor shall not resume work until authorization is received from the Owner.

1. In the event of unanticipated discovery of archaeological indicators during construction, the Owner shall retain the services of a qualified professional archaeologist to evaluate the significance of the items prior to resuming any activities that could impact the site.
2. In the case of an unanticipated archaeological discovery, if it is determined that the find is unique under the National Historic Preservation Act (NHPA) and/or potentially eligible for listing in the National Register, and the site cannot be avoided, the Owner shall provide a research design and excavation plan, prepared by an archaeologist, outlining recovery of the resource, analysis, and reporting of the find. The research design and excavation plan shall be submitted to NBWRA and the Owner and approved by the Owner prior to construction being resumed.

- B. **Discovery of Human Remains:** If potential human remains are encountered, the Contractor shall halt work in the vicinity of the find and contact the county coroner in accordance with Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5. If the coroner determines the remains are Native American, the coroner shall contact the Native American Heritage Commission (NAHC). As provided in Public Resources Code Section 5097.98, the NAHC shall identify the person or persons believed to be most likely descended from the deceased Native American. The most likely descendent makes recommendations for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98.

#### 1.7 EXPLOSIVES AND BLASTING:

- A. The use or storage of explosives on the Work or site will not be permitted.

#### 1.8 SANITATION

- A. The Contractor shall provide approved fixed or portable chemical toilets wherever needed for its employees. The Contractor shall establish regular intervals of collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of in a manner satisfactory to the Engineer and in accordance with all laws and regulations pertaining thereto. The Owner's toilet facilities shall not be used by the Contractor.

END OF SECTION 015600

## SECTION 016100 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. General Conditions

#### 1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number, manufacturer name, or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

#### 1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable

product request within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.

- a. Form of Approval: As specified in Section 013300 "Contractor Submittals."
- b. Use product specified if Engineer does not issue a decision on use of a comparable product request within time allocated.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Contractor Submittals." Show compliance with requirements.

#### 1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
- B. To the greatest extent possible for each unit of work, the Contractor shall provide products, materials or equipment from a single source.

#### 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
  - 1. Store products to allow for inspection and measurement of quantity or counting of units.
  - 2. Store materials in a manner that will not endanger Project structure.
  - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
  - 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  - 6. Protect stored products from damage and liquids from freezing.

- D. Fabricated structural components shall be stored on supports above ground and in a manner to prevent accumulation of water and warping. Products subject to deterioration from atmospheric conditions shall be covered in a manner that will provide adequate ventilation to avoid condensation.
- E. Products, materials and equipment not stored in a manner that will insure the maintaining of a new condition will be rejected by the Engineer. Such rejected products, materials and equipment shall be immediately removed from the Work site.

## 1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  - 3. Refer to other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

4. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:

1. Where Specifications name a product or manufacturer as the “Basis-of-Design”, provide product(s) as listed or by the manufacturer listed. Where Specifications include a list of available products or manufacturers, followed by the phrase “or equal,” provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer subject to requirements of General Conditions.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016100

## SECTION 016600 – EQUIPMENT TESTING AND FACILITY STARTUP

### PART 1 - GENERAL

#### 1.1 GENERAL

- A. Equipment testing and facility startup are required for satisfactory completion of the contract and shall be scheduled and completed within the contract time.

#### 1.2 EQUIPMENT TESTING

- A. The Contractor shall provide the services of an experienced and authorized representative of the manufacturer of each item of equipment indicated in the equipment schedules who shall visit the site of the Work and inspect, check, adjust if necessary, and approve the equipment installation. The Contractor shall have the manufacturer's representative revisit the Work site as often as necessary until any and all problems are corrected. The Contractor shall require that each manufacturer's representative furnish to the Engineer a written report addressed to the Owner certifying that the equipment has been properly installed and lubricated, is in accurate alignment, is free from any undue stress imposed by connecting piping or anchor bolts and has been operated satisfactorily under full-load conditions.
- B. The Contractor shall be responsible for scheduling all operations testing. The Contractor shall furnish all personnel, power, water, chemicals, fuel, oil, grease and all other necessary equipment, facilities and services required for conducting the tests. The Contractor is advised that the Engineer and the Owner's operating personnel will witness operations testing and that the manufacturer's representative shall be required to instruct the Owner's operating personnel in correct operation and maintenance procedures. This instruction shall be scheduled with the Engineer and the Owner at least ten (10) days in advance and shall be provided while the equipment is fully operational. The Contractor shall have previously furnished the technical manuals required under Section 013300 entitled, "Contractor Submittals".

#### 1.3 LIFT STATION STARTUP

- A. The startup of the lift station facilities and equipment is a coordinated operation requiring the combined technical expertise of the Contractor, suppliers, Engineer and the Owner. The Contractor shall provide the effective coordination of all parties necessary for successful facilities and equipment startup.
- B. The Contractor shall be required to startup and operate the various pieces of equipment in accordance with requirements of section 17500 "Commissioning".
- C. All defects in materials or workmanship which appear during this test period shall be immediately corrected by the Contractor. The Contractor shall provide the services of authorized representatives of the manufacturer, in addition to those services required under equipment testing, as may be necessary, to correct faulty equipment operation. Time lost for equipment repairs, wiring corrections, control point settings or other reasons which actually

interrupt the startup may, at the discretion of the Engineer, be justifiable cause for extending the startup test duration.

END OF SECTION 016600

## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
  - 1. Section 024116 "Demolition, Salvage and Reconstruction" for disposition of waste resulting from demolition of buildings, structures, and site improvements.
  - 2. Section 311000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.
  - 3. General Conditions

#### 1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging. The Contractor shall be responsible for the disposal of his own waste. Waste shall daily be cleaned up and piled into proper containers by the Contractor.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

#### 1.3 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for commencement of the Work.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Include the following information:
  - 1. Material category.
  - 2. Generation point of waste.
  - 3. Total quantity of waste in tons.

- B. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- C. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

## 1.5 QUALITY ASSURANCE

- A. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination."

## 1.6 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
  - 1. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

## PART 2 - EXECUTION

### 2.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

2. Comply with Section 015000 "Temporary Facilities and Controls" and 015600 "Project Environmental Controls" for controlling dust and dirt, environmental protection, and noise control.

## 2.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Burning of waste materials is not permitted.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

## 2.3 DISPOSAL OF HAZARDOUS WASTE

- A. It is not expected that hazardous materials will be encountered in the Work. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify the Owner's representative.

END OF SECTION 017419

## SECTION 017500 – COMMISSIONING

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. This specification discusses pre-commissioning and commissioning activities. Pre-commissioning activities include all the activities associated with the first-time startup of all equipment, instruments, electrical gear and/or process. This includes all checks and tests prior to running equipment including any manufactures inspections. Commissioning activities include but are not limited to the Functional Acceptance Test (FAT) of equipment and facilities. The final step in commissioning includes a Reliability Acceptance Test (RAT). This test will require the system to function for an extended period without interruption as listed in Table 2. After the test period is complete, the system will be substantially complete and can be turned over to the Owner for beneficial use.
- B. For the purpose of this Project, commissioning will start after Owner’s acceptance of Operational Readiness Test (ORT) and the listed requirements in Table 1. Full operational tests that demonstrate functionality and reliability will be done during commissioning. It is the Contractor’s responsibility to execute proper planning, notification, and scheduling. The commissioning activities will involve the Owner, Engineer, Construction Manager, Contractor, and staff responsible for facility operation.
- C. This section identifies the tests and documentation that the Contractor shall be responsible for to complete pre-commissioning and commissioning. All pre-commissioning and commissioning work, as described in this section, shall be performed by the Contractor and witnessed by the Owner.
- D. Related Requirements:
1. Section 011000 – Summary of Work
  2. Section 016600 – Equipment Testing and Facility Startup
  3. Section 017823 – Operation and Maintenance Data
  4. Section 017839 – Project Record Documents
  5. Section 260000 – General Electrical Requirements
  6. Section 409000 – Instrumentation Control for Process Systems

#### 1.2 DEFINITIONS

- A. Operational Readiness Test (ORT): This test includes all parts of a system to verify they are in working order and functioning properly in the system including, but not limited to verification of proper alignment, pressure tests, rotational checks, control devices, loop checks and other items listed in Table 1. The requirements of the ORT are described in detail in Section 1.3 Pre-commissioning Work.
- B. Functional Acceptance Test (FAT): The FAT is used to test the system prior to placing it into service. The test is to prove the system is operational. The requirements for the FAT are listed in Section 1.4 Commissioning Work.

- C. Reliability Acceptance Test (RAT): The RAT is used to prove the reliability of the system for a duration listed in Table 2. The test is performed under normal station flows and conditions. The requirements for the RAT are listed in Section 1.4 Commissioning Work. Following successful completion of the RAT, and acceptance of the system by the Owner, the Contractor may apply for substantial completion of the system.
- D. Substantial Completion: That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents so that the Project or specified part can be utilized for the purposes for which it is intended. The Contractor may apply for Substantial Completion after the Engineer has accepted all Reliability Acceptance Tests (RATs) in accordance with technical specifications section 017500 - Commissioning and the Contractor has submitted all Manufacturers' Certificates of Proper Installation and all Operation and Maintenance Manuals have been submitted and have been approved by the Engineer.
- E. Final Completion: Includes all Work under the Contract as outlined in the contract documents, including any approved change orders.
- F. System: A system means the overall process, or a portion thereof, that performs a specific function.
- G. Commissioning Coordinator: The Commissioning Coordinator is employed by the Contractor and responsible for all commissioning activities, scheduling start-up and training sessions, developing and submitting all reports and certificates. The Commissioning Coordinator shall have no other responsibilities during commissioning and will be on site during all commissioning phases. The Commissioning Coordinator shall be a registered engineer in the State of California or a currently licensed grade 5 wastewater treatment operator in the state of California.
- H. Owner: Owner is defined as the City of Beaumont. The term Owner also includes the Owners representatives, which includes the Construction Manager, Engineer and Operations Staff.

### 1.3 PRE-COMMISSIONING WORK

- A. Pre-commissioning is made up of all the activities that shall be completed before the Contractor is permitted to begin Commissioning. Table 1 illustrates some of the tasks.
- B. The primary activities for this are construction, factory testing, documentation, component testing, stand-alone equipment testing, and energization of electrical power distribution equipment. This also includes pipe pressure testing. The intent is to test isolated equipment and components. Pre-commissioning testing shall conclude with the Owner's acceptance of the Operational Readiness Tests.
- C. Once all components have been tested individually, electrical power distribution equipment has been functionally tested and energized, and Owner has accepted all required deliverables, the Contractor may request to proceed to Commissioning. If the Owner agrees that the Contractor has successfully performed all tests and provided all required documentation, the Owner will notify the Contractor in writing that he may begin Commissioning.

## 1.4 COMMISSIONING WORK

- A. Commissioning is composed of two parts, Phase 1 and Phase 2 (note that terms Phase 1 and Phase 2 are not associated with construction phasing and are solely used to describe commissioning requirements). Table 1 illustrates some of the tasks.
1. Phase 1 Commissioning will include operator training as well as comprehensive testing. The steps will include approval of Operational Readiness Tests and the Functional Acceptance Test (FAT). The purpose of the FAT is to test all equipment, instruments and software as an integrated system. The successful completion of the Functional Acceptance Test will allow the Contractor to request Operational Acceptance. When all deliverables have been accepted and operator and maintenance training is complete, the RAT may commence (Phase 2).
  2. Phase 2 Commissioning is designed to functionally test the facility as an integrated system under normal operating conditions using wastewater. The testing includes the Reliability Acceptance Test (RAT) that will be conducted over a period of time that demonstrates the operational reliability of the system. (See Table 2 for test durations.) After successful completion of the RAT, and after the Contractor has submitted all Operation and Maintenance Manuals, the Contractor may request the Owners' acceptance that the system is Substantially Complete.

## PART 2 - PRODUCTS

### 2.1 COMMISSIONING PLAN

- A. The Commissioning Coordinator shall be responsible for preparing the Commissioning Plan.
- B. As a condition precedent to receiving any progress payment for work 30 days prior to the pre-commissioning activities, the Commissioning Coordinator shall submit and receive the Owner's acceptance for all commissioning plan documents. The Owner shall require five (5) copies to review the submitted commissioning plan. The commissioning plan shall be submitted 60 days preceding commissioning of a system.
- C. Once the Owner has accepted the Commissioning Plan, the Commissioning Coordinator shall reproduce the plans in sufficient number for the Commissioning Coordinator's purposes and an additional five (5) copies for delivery to the Owner. No test work shall begin until the Commissioning Coordinator has delivered the specified number of final commissioning plans to the Owner.
- D. Testing
1. The Contractor shall develop and produce the ORTs, FATs and RATs to conduct the testing. Sample templates for ORT, FAT and RAT have been provided in Exhibit 1 – Commissioning Document Samples of this specification to help facilitate this production.
  2. The Contractor shall submit an EPSET procedure, as defined in Section 2.2.B.1 entitled EPSET - Electrical Power System Energization Test.
  3. The Commissioning Coordinator shall develop test plans detailing the coordinated, sequential testing of each item of equipment and system installed under this Contract. Each test plan shall be specific to the item of equipment or system to be tested. Test plans shall

identify by specific equipment or tag number each device or control station to be manipulated or observed during the test procedure. The specific results to be observed or obtained shall be identified in the plan. Test plans shall also be specific as to support systems required to complete the test work, temporary systems required during the test work, Subcontractors' and manufacturers' representatives to be present and expected test duration.

4. The Commissioning Coordinator shall prepare written test procedures for submittal to the owner and Engineer, for acceptance. The test procedures shall be submitted in hard copy and electronically as needed. For each test, the procedure form should clearly define the following:
  - a. Test Number
  - b. Purpose of the test: Describe what is being verified by this particular test.
  - c. Test Method: Describe the setup for the test and the steps required to complete the test.
  - d. Criteria: Describe the criteria for passing or failing the test.
  - e. Provide space on the form for the Owner's comments and for individual sign-off.
  - f. Test on a loop-by-loop basis. Every loop shall be signed off individually.
  - g. Provide a test schedule.
  - h. Provide a list of all test equipment to be available for the tests.
  - i. Provide a block diagram showing the test setup arrangement. The diagram shall illustrate the equipment under test, any special test equipment and indicate equipment interconnections.
5. Staffing for each test identifying roles and responsibilities.
6. For all ORT testing, the Contractor shall use the final project PLC hardware.
7. Instrumentation list with calibration methods and calibration dates.
8. Acceptance criteria required to release equipment and systems for commissioning.
9. Statement of successful test.
10. Forms for each test.

E. Training

1. Identify each operator and maintenance training class.
2. Lesson plan for each class.

F. Schedule: The Commissioning Coordinator shall produce a test and training schedule setting forth the sequence contemplated for performing the test and training work.

1. The schedule shall detail the equipment and systems to be tested, and shall be part of the Contractor's Baseline Construction Schedule.
2. The schedule shall show the contemplated start date, duration of the test and completion of each pre-commissioning and commissioning activity.
3. The test schedule shall be submitted, reviewed, and accepted by the Owner with the Baseline Construction Schedule.
4. The test schedule shall be updated weekly, showing actual dates of test work, indicating systems and equipment testing completed satisfactorily and meeting the requirements of the Contract Documents.
5. Daily Schedule for Testing
  - a. The Commissioning Coordinator shall begin each day of witnessed testing by meeting with the Owner.
  - b. The meeting purpose is to review the test schedule, the test results from the previous day, and where applicable, to coordinate the testing schedule with Operations.

6. Show all tests with beginning and ending dates. At a minimum, the Commissioning Coordinator will show all ORT, FAT and RAT schedules.
7. Show all operations and maintenance training classes.

## 2.2 PRE-COMMISSIONING AND COMMISSIONING TESTS

- A. The following tests are conducted by the Commissioning Coordinator during Pre-commissioning and Commissioning.
- B. Pre-commissioning: The Contractor shall successfully complete each test and receive written confirmation prior to starting any Commissioning Tests.
  1. EPSET - Electrical Power System Energization Test – This test is performed after installation of all electrical panels, after completion of NETA testing of the electrical power distribution system and after receipt of vendor certificate of proper installation. An accepted EPSET procedure shall be used to perform this test. The purpose of EPSET is to ensure 480V and greater power distribution is functional and ready for energization during commissioning. Prior to energization, PLC I/O check will not be possible; it will be part of ORTs and FAT testing. The Contractor cannot power any equipment i.e. lighting panel, PLC panels, etc. until EPSET is complete. Arc Flash labels shall be placed on electrical equipment prior to start of EPSET.
    - a. This test will check and document that all local manual, remote and automatic interlocks, switching scenarios, I/O and controls are functional; any temporary power for testing of breakers, switchgear and battery charger system (125 V dc), if required, shall be provided. The Owner’s personnel will witness this test. Qualified Contractor and vendor personnel capable of operating and troubleshooting electrical equipment shall be available during the course of this test. The Contractors’ Commissioning Coordinator shall direct test.
    - b. The Contractor shall submit an EPSET procedure. The EPSET procedure shall include the following:
      - 1) Steps to test and check all modes of operation (local, remote, manual, automatic and PLC), verify all required switching scenarios and functions, and verify that precluded switching scenarios do not occur,
      - 2) Methodology for supplying temporary power (if required)
      - 3) Steps to coordinate administrative control of project electrical equipment that interfaces with existing electrical equipment to ensure that testing does not negatively affect facility operations.
    - c. Prior to commencement of the EPSET, the following documentation shall be submitted and made available to the Owner:
      - 1) An accepted EPSET procedure
      - 2) All associated redlined as-built single line and loop drawings
      - 3) Electrical equipment O&M manuals and schematics
      - 4) Certificate of Proper Installation
      - 5) NETA testing reports and required testing outlined in Division 26 – Electrical
    - d. Prior to commencement of the EPSET, vendor training of personnel for electrical equipment shall be completed.
  2. ORT - Operational Readiness Test - This test is performed after installation and calibration of instruments is complete. The test purpose is for the Contractor to check and document the complete control system, including I/O to/from PLC register but excluding the application software is ready for operation. In addition, the equipment shall be tested in

local/manual mode for operation and functionality. This test will be required for all electrical, piping and mechanical equipment, including but not limited to, actuated valves and gates, meters, conveyors, blowers, compressors, mixers, screens, motors, boilers, bio-gas handling equipment, pumps and filters. Upon completion of the test, the Contractor shall leave the equipment de-energized.

- a. After the equipment supplier has certified proper installation, Contractor shall submit printouts for VFD, RVSS, relays and similar parameter settings for review by the Owner prior to starting the ORT. If further tuning is required when equipment is under load, as during FAT or RAT, the Contractor shall arrange to have on site the Supplier to finalize settings. When complete, the Contractor shall provide printouts of parameter settings and submit to the Owner. The final parameter settings shall be included in the Final Vendor Equipment Manual submittal. The Owner shall witness all ORT's. After the ORT's for a system is complete and approved by the Owner the commissioning can begin.

### C. Commissioning

1. Phase 1. FAT – Functional Acceptance Test – The FAT is a combined effort between the Contractor and Owner. The combined software/hardware system is tested from this point forward. This test shall be conducted for LOCAL control; REMOTE MANUAL control; REMOTE AUTO control; REMOTE CASCADE (if applicable) control. The purpose for the test is to insure that the PLC and Operator Graphics software configuration is working in conjunction with the hardware and facility as intended. This test is accomplished with the system online under normal operating conditions. After acceptance of the FAT by the Owner, the Contractor may request to start with Phase 2.
2. Phase 2. RAT – Reliability Acceptance Test – The Purpose for this test is for the Contractor to demonstrate that all systems are capable of operating continuously in the intended manner for an extended period without failing. During the RAT, the Contractor will be responsible for recording all readings, collecting all samples and conducting laboratory analysis. During the RAT, the system under test will be operated within design parameters reflecting the day-to-day operation of the facilities for an uninterrupted period. The duration for each system is listed in Table 2. Several systems may have to test simultaneously in order to treat the wastewater adequately. Each system will require its own RAT, but all of the above systems must start up together. The existing systems must remain operational during the test in case of a problem during the test period.
3. Unless noted otherwise in Table 2 of this section, the RAT will run for 7 continuous days without interruption. During the test, operation of the system will be under the direction of the Contractors Commissioning Coordinator with assistance from Equipment Manufacturers, Sub-Contractors, Owner and Operators. The test, to the greatest extent possible, will take place at 80% of design flow for each process or piece of equipment. The test may need to be terminated due to above average rainfall, unforeseen conditions at the facility or any malfunction with the equipment causing the facility not to meet its discharge requirements. The Facility must be able to return to normal operation prior to the test if suspension of the test is necessary.
4. If the system test is suspended for a period over, 4 hours due to equipment malfunction or break down, the, the entire test will be void and will need to start at the beginning of the test period.

## 2.3 PRE-COMMISSIONING AND COMMISSIONING DOCUMENTATION

- A. Pre-commissioning: The following documentation shall be up to date and accepted by the Owner prior to starting any Commissioning activities. The Owner will give written notice to the Contractor when all the documents are accepted.
1. Equipment Submittal Process Complete.
  2. RFIs and Responses up to Date.
  3. All Electrical Equipment Tests.
  4. All Process and Instrumentation Equipment Tests.
  5. All Mechanical Equipment Tests.
  6. Contractor Lock-out Tag-out Procedures.
  7. Draft Operations and Maintenance Manual.
  8. Any and All Operating Permits.
  9. Operator Training Plan.
  10. Pre-commissioning Report.
- B. Commissioning: The following documents shall be submitted by the Commissioning Coordinator to Owner during commissioning:
1. Redline As-Built Drawings.
  2. Final Maintenance Manuals.
  3. Final Punch List.
  4. Commissioning – Phase 1 Report.
  5. Commissioning – Phase 2 Report.

## 2.4 DOCUMENTATION

- A. The Commissioning Coordinator shall develop a records keeping system to document compliance with the requirements of this Section. Calibration documentation shall include identification (by make, manufacturer, model, and serial number) of all test equipment, date of original calibration, subsequent calibrations, calibration method, and test laboratory.
- B. Equipment and system documentation shall include date of test, equipment number or system name, nature of test, test objectives, test results, test instruments employed for the test, and signature spaces for Owner's witness and the Contractor. A separate file shall be established for each system and item of equipment. For process systems that require commissioning prior to taking another process system out of service, the documentation shall be provided for each process system to be completed independently. These files shall include the following information as a minimum:
1. Metallurgical tests (If applicable).
  2. Factory performance tests.
  3. Accelerometer recordings made during shipment.
  4. Field calibration tests.
  5. Field pressure tests.
  6. Field performance tests.
  7. Field operational tests.

- C. The Commissioning Coordinator shall develop test documentation forms specific to each item of equipment and system installed under this Contract.
- D. Once the Owner has reviewed and taken no exception to the forms proposed by the Commissioning Coordinator, the Commissioning Coordinator shall produce sufficient forms, at his expense, to provide documentation of all testing work to be conducted as a part of this Contract.
- E. Reference Documentation
  - 1. The Commissioning Coordinator shall make two sets and a digital file of the following documentation available to the Owner or its representatives, at the test site:
    - a. All drawings, specifications, addenda and change-orders;
    - b. Copy of the accepted test procedure for the specific equipment being tested and record keeping forms filled out during testing.

## 2.5 REPORTS

- A. The Contractor shall submit several reports to the Owner for acceptance in order to continue with the Commissioning process. For process systems that require commissioning prior to taking another process system out of service the reports shall be submitted for each process system as completed. These shall be submitted in hard copy and electronic format. The reports are described below. One each of these tests is required even though not specifically listed in the detailed specification section.
- B. Pre-commissioning Report: The Pre-commissioning Report is a collection of all test reports, test data, certificates and commissioning forms that are produced during the Pre-commissioning Stage. The first section of this document will be a summary of the contents certifying that all prescribed tests and procedures have been successfully completed. The Commissioning Coordinator is responsible for producing this document.
- C. Commissioning – Phase 1 Report
  - 1. The Phase 1 Report is a collection of all test reports, test data, certificates and commissioning forms that are produced during the Phase 1 Stage. The first section of this document will be a summary of the contents certifying that all prescribed tests and procedures have been successfully completed. The Commissioning Coordinator is responsible for producing this document.
- D. Commissioning – Phase 2 Report
  - 1. The Phase 2 Report is a collection of all test reports, test data, certificates and commissioning forms that are produced during the Phase 2 Stage. The first section of this document will be a summary of the contents certifying that all prescribed tests and procedures have been successfully completed. The Commissioning Coordinator is responsible for producing this document.
    - a. Field recorded dimensional measurements and clearances.
    - b. Pressure, pressure differential, level, flow and other field settings.
    - c. All electrical devices field settings.

- d. Operational pressure tests, control system timing tests and settings and other test data specified.
- e. Field wiring changes made, including marked up drawings.

## 2.6 SUBMITTALS

- A. Contractor shall submit the following information in addition to specific equipment where specified in individual sections and paragraphs:
  - 1. Completed ORT, FAT and RAT forms.
- B. Submit design and details of temporary test equipment and facilities.
- C. Formal Reports
  - 1. Submit two (2) bound copies and one (1) digital file of all start-up and test reports within thirty days after completion of last test.

## PART 3 - EXECUTION

### 3.1 PRE-COMMISSIONING AND COMMISSIONING ACTIVITIES

- A. The following is a partial list of activities that shall be complete during each stage of Commissioning.
- B. Pre-commissioning
  - 1. Electrical Testing.
  - 2. Electrical Equipment is Clean and Energized.
  - 3. Verify Rotation of Motors.
  - 4. Verify Alignment of Equipment.
  - 5. Perform Local Manual Mode Tests.
  - 6. SCADA System is Complete and Energized.
  - 7. Perform Wiring and Loop Tests.
  - 8. PLC Programming Complete.
  - 9. Perform Electrical Power System Energization Test (EPSET).
  - 10. Perform Operational Readiness Test.
  - 11. Pre-commissioning Requirements.
- C. Commissioning
  - 1. Operator Training.
  - 2. Prepare As-Built Drawings.
  - 3. Functional Acceptance Test (FAT).
  - 4. Reliability Acceptance Test (RAT).
  - 5. Prepare Final Maintenance Manuals.
  - 6. Complete Final Punch List.



**TABLE 1  
PRE-COMMISSIONING AND COMMISSIONING**

PRE-COMMISSIONING	COMMISSIONING	
	PHASE 1	PHASE 2
Equipment Submittal Process Complete	Redline As-Built Drawings Received Prior to Operator Training	Reliability Acceptance Test (RAT)
RFI's and Responses up to Date		
All Electrical Equipment Tests Complete	Operational Readiness Tests Reports Approved	All Manufactures Certificates of Proper Installation and Training
All Process and Instrumentation Tests Complete		
All Mechanical Equipment Tests Complete	Operator Training Completed Prior to Phase 2	Commissioning - Phase 2 Report
Loop Drawings		Substantial Completion of System
P&ID Drawings	Functional Acceptance Test (FAT)	
Contractor Safety Procedures in place	Commissioning - Phase 1 Report	Final O&M Manuals
Equipment, Valve and Pipe Labeling Complete	Obtain operational acceptance from the Owner to Proceed to Phase 2	Final Punch List Complete
All Manufactures Certificates of Proper Installation		Final As-Built Drawings
All Pressure Test Reports		Final Completion
All Loop Test Reports		
All Conductivity and Megger Test Reports		
All Instrument Calibration Reports		
All Breaker Setting Reports		
All Mechanical Alignment Reports		
Operator and Maintenance Training Plan		
Commissioning Plan Accepted		
Draft O&M Manuals Submitted and Approved		
Electrical Power System Energization Test		
Operational Readiness Tests (ORT's) Complete		
Pre-commissioning Report Submitted		
Obtain Owner Approval to Proceed to Commissioning Phase 1		

**TABLE 2**  
**RELIABILITY ACCEPTANCE TEST PARAMETERS**

<b>SYSTEM</b>	<b>TEST DURATION</b>
<b>Group #1</b>	30 Continuous Days without a problem
Headworks Area	
New Aeration Basins	
MBR Building	
Dewatering Building	
Emergency Generator	7 Continuous Days without a problem
Non-Potable Water Pump Station	

**EXHIBIT 1**

**COMMISSIONING DOCUMENT SAMPLES**

OPERATIONAL READINESS TEST (ORT)

FUNCTIONAL ACCEPTANCE TEST PROCEEDURE (FAT)

SAMPLE RELIABILITY ACCEPTANCE TEST PROCEEDURE (RAT)

**OPERATIONAL READINESS TEST**  
**CITY OF IMPERIAL WWTP**  
**SALT MITIGATION UPGRADE**

Equipment Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Test Type: \_\_\_\_\_ Equipment #: \_\_\_\_\_  
 System: \_\_\_\_\_

Signature or comments for non-  
 acceptance(Owners Rep)

Step	Contractor	Sub	Comment / Sign Off
Verify ready for startup by manufacture if applicable	ok	ok	
Verify correct installation			
Verify correct electrical and control wiring (voltage, breaker settings, etc.)			
Verify all lubrication is complete and correct			
Check rotation (uncouple motor from equipment if required)			
Verify all alarms and signals are functioning (simulate signal if needed)			
Verify all H/O/A switches function			
Verify all emergency stops function			
Check clearances and verify all guards are in place			
Verify loop checks are complete and test operation through the PLC			
Equipment is ready for system Functional Acceptance Test (FAT)			

## FUNCTIONAL ACCEPTANCE TEST PROCEDURE (FAT)

### 1.1 OVERVIEW

- A. The purpose of the Functional Acceptance Test (FAT) is to demonstrate to the Owner that both the software and hardware installed under this Contract is performing as specified. The test is performed with the equipment in service. The FAT is a combined effort between Contractor and Owner. The tests will require coordination with Operations to ensure normal processing is not disrupted. An Operator must be present when any system operated may disrupt normal facility operation. Each individual piece of equipment shall have a completed ORT prior to the system FAT. This schedule will be based on work sequencing as discussed in the Contract Documents.

### 1.2 TEST PROTOCOL

- A. The combined software/hardware system is tested from this point forward. The test is performed with equipment in service under normal operating conditions, and extreme design conditions (max and min), to the extent that test conditions allow. The purpose of the test is to ensure that the PLC and Operator Graphics software configuration is working in conjunction with the hardware and facility as intended.
- B. Application software problems encountered during the test will be investigated and corrected by the Contractor. Problems with PLC and/or SCADA software programming done by the Owner will be corrected by the Owner. The Contractor shall provide a qualified person familiar with the installation and trouble-shooting of PLC panels, working full time, under the direction of the Commissioning Coordinator, for the duration of the test. Prior to the test, the Contractor shall submit a written FAT procedure, prepared by the Commissioning Coordinator, to the Owner for approval. The Owner's approval of the procedure prior to the start of the FAT is required.
- C. Alarms and interlocks are simulated in the field by activating the final element (sensor) or where this is not possible, by simulating the test condition at field terminals as close as possible to the final element. Calibration checks completed for the Operational Readiness Test will not be repeated.
- D. The Owner must be notified 48 hours prior to the start of the FAT and must be present during the test.
- E. Any sections of the test are found to be unsatisfactory; the Contractor will be required to repeat the test at his expense.

### 1.3 COMPONENTS

- A. Each component of a system shall be brought on line as required to simulate a fully functioning system.
- B. Each component shall be tested at normal facility flows. If it is not possible to produce the flow, it can be simulated for this testing purpose.

- C. Each component shall be fully functional and compatible with the system at the conclusion of the FAT.
- D. Any repair or replacement of system components shall be completed and tested prior to final approval and beginning the RAT (Reliability acceptance Test).

#### 1.4 TEST PROCEDURE

- A. The Commissioning Coordinator shall prepare a written procedure and sign off sheet for each system. The sheet shall include all necessary components and requirements for the system. The procedure must be submitted to the Owner twenty-one (21) working days prior to the test for approval and comments. The Owner must approve the procedure prior to proceeding with the test.
- B. Following is a general procedure for conducting the FAT:
  - 1. Schedule test time with the Owner.
  - 2. Set all valves and gates to the required position.
  - 3. Energize electrical equipment.
  - 4. Check and calibrate all transmitters, sensors, alarms and meters.
  - 5. Simulate high, normal and low flow conditions.
  - 6. Verify operation and reporting of the system through the SCADA System as well by manual operation.
  - 7. Obtain approval from the Owner prior to terminating the test.

SAMPLE FUNCTIONAL ACCEPTANCE TEST PROCEDURE EXAMPLE PUMP STATION #1			
#	Test and Setup	Required Results	Sign-off / Comments
1	Verify all ORT's are complete and accepted by Owner	All ORT's complete (Provide copies of all ORT's)	
2	Notify Owner	All required people notified to observe test	
3	Verify all local and remote switches are in the off position	No unwanted starting of equipment	
4	Energize equipment at the MCC and power panel		
Example Pumps #1 through #3			
1	Open isolation valves	Pumps should not operate unless the isolation valves are open.	
2	Verify proper operation of level instruments	Verify the level instruments operate as intended.	
4	Verify downstream processes are ready to receive flow.	Pumps should not be operated unless downstream processes are available to receive flow.	
5	Provide utility water to wet well and fill wet well as needed.	Pumps should not operate without water in the wet well.	
6	Turn HOA switch to Hand	Verify the pump operates and run at appropriate flow/head conditions.	
7	Turn HOA switch to Auto	Pump should not operate until water level is at high level setpoint.	
8	Verify pump alarms along with pump on and pump off sequence with HOA in Auto.	Pump should operate as intended in Auto.	
9	De-energize equipment until Reliability Acceptance Test (RAT)	Contractor lock out tag out procedure	

Test Completion Endorsements			
Rep)		Signature/Date (Contractor)	Signature/Date(Owners)
1	All components are complete and functioning.		
2	Acceptance to move on to Reliability Acceptance Test (RAT)		

**SAMPLE RELIABILITY ACCEPTANCE TEST PROCEDURE (RAT)  
EXAMPLE PUMP STATION #1**

1.1 OVERVIEW

- A. The RAT for the Example Pump Station #1 will involve other areas or systems that must start simultaneously; they are listed in Sequence of Operations in Section 011000, "Summary of Work". Each related area will have its own RAT. The Commissioning Coordinator will be responsible to prepare each RAT and schedule the startup of the systems with the Owner. The RAT cannot begin until the Functional Acceptance Tests (FAT) is complete and passed off by the Owner for all of the related areas.

1.2 CONSTRAINTS

- A. The RAT will run for 7 continuous days without interruption or problem (unless a different duration is noted in Table 2 above). During the test, the responsibility for operation of the system and direction for testing falls on the Contractors Commissioning Coordinator with assistance from Equipment Manufacturers, Sub-Contractors, Engineer, Owner and Operators. The test, to the greatest extent possible, will take place at 80% of design flow for each process or piece of equipment. A contingency plan in case the RAT is suspended must be submitted.
- B. If the system test is suspended for a period over 4 hours, due to equipment malfunction or break down, the entire test will be void and will need to start at the beginning of the test period.
- C. The RAT must be repeated and run for an additional 7 continuous days without interruption and or problem following the construction and FAT for the Equalization Basin.

1.3 PROCEDURE

- A. Prior to beginning the Influent Pump Station RAT, all of the related systems must be ready for their own RAT. These are identified in the Sequence of Operations in Section 011000, "Summary of Work." The contractor, with the approval of the Owner, may modify this list of related areas.
- B. All ORT's and the FAT must be complete and approved prior to beginning the RAT. Documentation requirements will be discussed with the Commissioning Coordinator and Owner. The Commissioning Coordinator will create the logs, and record the information. The logs will be submitted to the Owner for acceptance at the conclusion of the test and have the logs available for review during the test.
- C. A written procedure will be submitted to the Owner 60 days prior to the test for approval and comment. A sample startup activity list for the Influent Pump Station is provided below.

<b>EXAMPLE WET WELL #1 STARTUP ACTIVITY</b>		
1.	Verify completion of ORT's and FAT.	
2.	Verify the Owner has approved the RAT procedure.	
3.	Verify all downstream systems are ready to accept flow. (See Section 011000 for a list of related systems.)	
4.	Startup meeting with Owner, Operators, Commissioning Coordinator and Engineer reviewing the startup plan.	
<b>Influent Pump Station</b>		
	Downstream Process Equipment should be operating	
1.	Open the appropriate pump isolation valves.	
2.	Energize Pumps #1, #2 and #3	
4.	Set the HOA switch for Pumps #1, #2 and #3 to Auto.	
5.	Open the appropriate isolation valves and/or gates to introduce flow to the wet well.	
6.	Verify the operation of the pump station.	
8.	Start the clock for the RAT.	

**DOCUMENTATION**

A test and issue log will be the only required documentation for the Influent Pump Station RAT. A sample log sheet is provided below.

<b>EXAMPLE PUMP STATION #1 TEST AND ISSUE LOG</b>				
<b>Activity/Equipment</b>	<b>Start</b>	<b>Verify Proper Operation</b>	<b>Stop</b>	<b>Comments/Issues</b>

	Time/Date	Initial Y=Yes N=No							Time/Date	(Use additional sheet if needed.)
		S	M	T	W	T	F	S		
Pump #1										
Pump #2										
Pump #3										
Level Sensor #1										
Level Alarm Low										
Level Alarm High										
Level Alarm High/High										
Note:										
Contractor Approval:										
Engineer Approval:										
Owner Approval:										

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
  
- B. Related Requirements:
  - 1. Section 017500 "Commissioning" for commissioning requirements.
  - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For cleaning agents (submitted by the Contractor)
- B. Contractor's List of Incomplete Items: Initial submittal by the Contractor at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal by the Contractor at Final Completion.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

#### 1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  - 1. Organize list of spaces in sequential order.

2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Include comments from the Construction Manager, Owner and Engineer.
  4. Submit list of incomplete items in the following format:
    - a. MS Excel electronic file. Engineer will return annotated copy.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 14 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer. Label with manufacturer's name and model number where applicable.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Engineer's signature for receipt of submittals.
  5. Submit test/adjust/balance records.
  6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 14 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
  2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  3. Complete startup and testing of systems and equipment.
  4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video as required.
  6. Advise Owner of changeover in heat and other utilities.
  7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  9. Complete final cleaning requirements, including touchup painting.

10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 14 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

## 1.5 FINAL COMPLETION PROCEDURES

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
2. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.6 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or

installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.
- D. Operating manuals, technical manuals and instructions. The Contractor's attention is directed to the condition that one percent (1%) of the contract price will be deducted from any monies due the Contractor as progress payments if at the seventy-five percent (75%) construction completion point the approved technical manuals have not been submitted in accordance with Section 013300 entitled, "Contractor Submittals". The aforementioned amount will be retained by the Owner as the agreed estimated value of the approved technical manuals. Any such retention of money for failure to submit the approved technical manuals on or before the seventy-five percent (75%) construction completion point shall be in addition to the retention of any payments due to the Contractor as specified in Article 4 of the Contract.
- E. Releases from all parties who are entitled to claims against the subject project, property or improvement pursuant to the provisions of law.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
  - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
  - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
  - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - e. Remove snow and ice to provide safe access to building.
  - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - h. Sweep concrete floors broom clean in unoccupied spaces.
  - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
  - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - k. Remove labels that are not permanent.
  - l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
  - p. Leave Project clean and ready for occupancy.
  
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
  
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired.

Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
  - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
1. Operation and maintenance documentation directory.
  2. Emergency manuals.
  3. Operation manuals for systems, subsystems, and equipment.
  4. Product maintenance manuals.
  5. Systems and equipment maintenance manuals.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
1. Engineer will comment on whether content of operations and maintenance submittals are acceptable.
  2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Engineer.
    - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
    - b. Enable inserted reviewer comments on draft submittals.
  2. Four (4) paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. One set will be provided to the Engineer and three sets to the Owner.
- C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Engineer will return copy with comments.
1. Correct or revise each manual to comply with Engineer's comments. Submit copies of each corrected manual within 15 days of receipt of Engineer's comments and prior to commencing demonstration and training.

## PART 2 - PRODUCTS

## 2.1 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information.
- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
  2. Table of contents.
  3. Manual contents.
- C. Title Page: Include the following information:
1. Subject matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name and contact information for Contractor.
  6. Name and contact information for Construction Manager.
  7. Name and contact information for Engineer.
  8. Name and contact information for Commissioning Authority.
  9. Names and contact information for major consultants to the Engineer that designed the systems contained in the manuals.
  10. Cross-reference to related systems in other operation and maintenance manuals.
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- F. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily

navigated file tree. Configure electronic manual to display bookmark panel on opening file.

- G. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, subject matter of contents. Indicate volume number for multiple-volume sets.
  2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
  3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
  4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.2 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  2. Performance and design criteria if Contractor is delegated design responsibility.
  3. Operating standards.
  4. Operating procedures.
  5. Operating logs.
  6. Wiring diagrams.
  7. Control diagrams.
  8. Piped system diagrams.
  9. Precautions against improper use.
  10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.

2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

## 2.3 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.

3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

#### 2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins.
  2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  3. Identification and nomenclature of parts and components.
  4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
  2. Troubleshooting guide.
  3. Precautions against improper maintenance.
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  5. Aligning, adjusting, and checking instructions.
  6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

### PART 3 - EXECUTION

#### 3.1 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original project record documents as part of operation and maintenance manuals.
- F. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

## SECTION 017839 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
- B. Related Requirements:
  - 1. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: The Contractor shall submit one (1) set of marked-up record prints to the Engineer.
- B. Record Specifications: The Contractor shall submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy of each submittal to the Engineer.

### PART 2 - PRODUCTS

#### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
  - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Record data as soon as possible after obtaining it.
    - c. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Engineer and Construction Manager. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
  2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  3. Refer instances of uncertainty to Engineer through Construction Manager for resolution.
  4. Engineer will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Engineer and Construction Manager.
    - e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  4. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as paper copy.

## 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as paper copy.

## 2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as paper copy.

## PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Engineer's and Construction Manager's reference during normal working hours.

END OF SECTION 017839

## SECTION 26 00 00 – GENERAL ELECTRICAL REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. General requirements which apply to all electrical aspects of the work.
- B. Related Sections
  - 1. The Contract Documents are a single integrated document. As such, all Divisions and Sections are applicable. The CONTRACTOR and its SUBCONTRACTORS are responsible to review all parts of the Contract Documents to provide a complete and coordinated project.

#### 1.2 REFERENCES

- A. The installation and commissioning of the Electrical System shall conform to all applicable codes, regulations, standards, and specifications, including, but not limited to those listed below. These publications are referenced to by designation but not by edition. The latest edition accepted by the Authority Having Jurisdiction in effect at the time of bid shall govern.
  - a. State and Local Codes and Authority Having Jurisdiction (AHJ)
  - b. National Electric Code (NEC).
  - c. National Fire Protection Association (NFPA)
  - d. Institute of Electrical and Electronic Engineers (IEEE)
  - e. American National Standards Institute (ANSI)
  - f. American Society for Testing and Materials (ASTM)
  - g. Insulated Cable Engineers Association (ICEA)
  - h. National Electrical Manufacturers Association (NEMA)
  - i. Federal Occupational Safety and Health Act (OSHA)
  - j. Underwriters Laboratories, Inc. (UL)
  - k. International Society of Automation (ISA)

#### 1.3 DEFINITIONS

- A. Refer to the Contract Drawings sheet E001 for a list of abbreviations associated with the Electrical System. In addition, the following definitions are used in this section:
  - a. AHJ – Authority Having Jurisdiction
  - b. I&C – Instrumentation and Controls
  - c. IS – Instrumentation Supplier
  - d. NEC – National Electric Code
  - e. VFD – Variable Frequency Drive
  - f. UL - Underwriters Laboratories, Inc.

#### 1.4 ELECTRICAL SYSTEMS REQUIREMENTS

- A. The Work is to provide all labor and materials necessary for erecting a complete and operational Electrical System, tested and ready for continuous use as described by the Contract Documents. The Electrical System shall be constructed in accordance with the Contract Documents, and Federal, State, and Local codes and regulations. In addition, the Work shall adhere to the following general provisions:
1. The Electrical CONTRACTOR shall obtain all necessary permits required by the AHJ. In addition, the Electrical CONTRACTOR shall ensure that all inspections required by the AHJ are coordinated, conducted, and documented.
  2. All work shall be completed in a neat, workmanlike manner in accordance with the latest NEC standards of installation under competent supervision.
  3. The Electrical CONTRACTOR shall visit the job site prior to bidding to become familiar with existing conditions and other factors, which may affect the execution of the work. Include all related costs in the initial bid proposal.
  4. Coordinate work with the utilities providing services on this project. This may include but is not limited to the electric utility, telephone utility, cable TV/Internet utility. All electrical work associated with utilities shall be provided and installed per the utility requirements.
  5. All materials shall be new and of the best quality, manufactured in accordance with the requirements listed in part 1.2 of this section. The CONTRACTOR shall furnish and install the parts and pieces necessary to the installation of equipment, in accordance with the best practice of the trade, and in conformance with the requirements of these Contract Documents.
  6. Protect all electrical material and equipment that is being stored or has been installed against damage by other trades, weather conditions, or any other preventable causes. Equipment damaged during shipping, storage, or construction, prior to acceptance by the engineer or the owner, will be rejected as defective.
  7. Electrical wiring, conduits, etc. shall be installed within walls, ceilings, and other enclosures whenever feasible.
  8. Leave the site clean. Remove all debris, empty cartons, tools, conduit, wire scraps and all miscellaneous spare equipment and materials used in the work during construction. All components shall be free of dust, grit, and foreign materials, left as new before final acceptance of work. Damaged paint and finishes shall be touched up or repainted with matching color paint and finish.
  9. Electrical equipment shall be capable of operating successfully at full-rated load, without failure, at an ambient air temperature of 40 degrees C, and specifically rated for the altitude indicated on the Plans. Electrical equipment not rated for operation at that temperature shall be provided with air conditioning to meet the manufacturers' operating temperature.

10. If any contradictions, contrasts, non-homogeneity, or inconsistency appears, the strictest criteria noted and the collective requirements in any and all of the Contract Documents shall apply.
  11. The Electrical CONTRACTOR shall perform necessary saw cutting, core drilling, excavating, removal, shoring, backfilling, and other work required for the proper installation of conduits, whether inside, or outside of the buildings and structures. The Electrical CONTRACTOR shall repair and patch where demolition has taken place in a manner to match existing original structure.
- B. To provide a complete system, oversee and coordinate with all electrical equipment and services being provided outside of CONTRACTOR's scope.
1. The Engineer is responsible to ensure that equipment being supplied by others related to the electrical system complies with the requirements of the Contract Documents
  2. The Electrical CONTRACTOR is responsible to coordinate the installation, commissioning and scheduling of equipment related to the I&C System that are provided by others.
- C. Oversee and coordinate with all equipment and services being provided by the CONTRACTOR but outside of the Electrical CONTRACTOR's scope.
1. Inform all vendors and suppliers providing equipment related to the Electrical System the requirements of Division 26.
  2. The Owner is not responsible for any additional costs incurred by requiring vendors and/or SUBCONTRACTORS to meet the requirements of Division 26.
  3. If a vendor or supplier is unable to meet the requirements of Division 26, the CONTRACTOR may submit in writing to the Engineer the reasons for non-compliance. The Engineer will then evaluate the reasons and determine whether a solution may be determined or if a different vendor or supplier is required.
- D. Prepare Electrical System Submittals as required by Division 26 and Section 013300 "Contractor Submittals". Coordinate with the IS and the requirements of Division 40 to ensure that all equipment being supplied by the Electrical CONTRACTOR and/or IS has been submitted.
- E. Oversee the installation of the Electrical System.
- F. Actively participate in loop testing as outlined in Division 40.
- G. Actively participate in commissioning as outlined in Division 40.
- H. Maintain record drawings.
1. Maintain on the construction site a set of the Electrical Drawings that shall be continuously marked up during construction.

- a. The drawings should be updated at least weekly and will be checked monthly by the Owner's representative.
- b. Upon completion of startup, submit the marked-up drawings to the Engineer for review and for drafting.

I. Prepare O&M manuals.

1. Provide O&M manuals in accordance with Section 017823 "Operation and Maintenance Data".

J. Provide training on electrical equipment that has been installed.

## 1.5 ACTION SUBMITTALS

A. General

1. Submittals for Division 26 shall meet the requirements of Section 013300 "Contractor Submittals". In addition, the following requirements shall be met:
  - a. Submittals shall include bills of materials with quantities, makes, models, exact part numbers and descriptions.
  - b. Edit all submittals such that only pertinent information is submitted. Neatly cross out information that does not apply, options that are not being supplied, etc.
  - c. Show product dimensions, construction, and installation details, wiring diagrams, and specifications.
  - d. If there are exceptions to the Contract Drawings and Specifications, provide a list of exceptions with detailed explanations for the exceptions. The Engineer will review the list of exceptions and determine whether a solution may be determined or if the exception(s) will not be allowed.
2. Furnish submittals required by each Section within Division 26.
3. When submitting on equipment, use the equipment and instrumentation tags depicted in the Contract Drawings.

B. Recommended Spare Parts Submittal

1. Submit a list of spare parts for all the equipment associated with the Electrical System. The list of spare parts shall include list pricing for each item.
2. Provide the name, address and phone number for each manufacturer and manufacturer's local sales representative.
3. Indicate whether the spare parts are being provided under this contract or not.

## 1.6 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

## 1.7 QUALITY ASSURANCE

- A. All equipment supplied for this project shall meet the requirements of the NEC and shall be listed by and bearing the label of the UL.
- B. The Electrical CONTRACTOR shall be a company that has been actively involved in the installation and commissioning of Electrical Systems for a minimum period of five years.
- C. The Electrical CONTRACTOR shall have adequate facilities, manpower and technical expertise to perform the Work associated with the Electrical System and as outlined by the Contract Documents.
- D. The Electrical CONTRACTOR shall have similar project experience of at least four successfully completed projects for a similar wastewater system. The Electrical CONTRACTOR company must have performed similar work for these projects as required herein.

## PART 2 - PRODUCTS

### 2.1 MATERIALS AND METHODS

- A. Materials, equipment, and parts comprising any unit, or part thereof, specified or indicated on the Plans, shall be new and unused, of current manufacture, and of highest grade consistent with the state of the art. Damaged or dirty materials, equipment, and parts are not considered to be new and unused and will not be accepted.
- B. Field verification of scale dimensions on Plans is directed, since actual locations, distances, and levels will be governed by actual field conditions. The CONTRACTOR shall also review architectural, structural, yard, mechanical, and other Plans, and the accepted electrical and mechanical shop drawings, and shall adjust their work to conform to the conditions indicated therein.
- C. The fabricator of major components, such as distribution panelboards, switchgear, and motor control centers, shall also be the manufacturer of the major devices therein. Where possible, the major components shall be manufactured and supplied by the same fabricator.

### 2.2 MANUFACTURERS

- A. All equipment provided for the Electrical System shall be the most recent field-proven models marketed by their manufacturers at the time of submittal of the Shop Drawings unless otherwise required to match existing equipment.
- B. Refer to various Division sections for individual equipment manufacturers. Indicated manufacturers are subject to strict compliance with the specifications and complete project documents. The reference to a particular manufacturer does not relieve the Electrical CONTRACTOR from conforming to the specified requirements.
- C. When providing like electrical components they shall be furnished by a single manufacturer and shall be consistent throughout the project. For example, a 20A 2-way light switch in one

building should match a 20A 2-way light switch in another building in both make, model and features.

### 2.3 EQUIPMENT ASSEMBLIES

- A. Equipment assemblies, such as Service Entrance Sections, Switchgear, Switchboards, Control and Distribution Panels, and other custom fabricated electrical enclosures shall bear a UL label as a complete assembly. The UL label on the individual components making up the assembly will not be considered sufficient to meet the present requirement. Whenever a generic UL label does not apply for the assembly, a serialized UL label shall be affixed to the assembly, and the serial number shall be submitted with the assembly record shop drawings.
- B. Custom fabricated electrical control panels, and enclosures shall bear a serialized UL label affixed by a local inspector, and the serial number shall be submitted with the assembly record shop drawings.

### 2.4 OPERATING CONDITIONS

- A. The Electrical System shall be designed and constructed for satisfactory operation and long, low maintenance service under the following conditions:
  - a. Environment: Wastewater Lift Stations
  - b. Temperature Extremes: 30°F to 122 °F (Outdoors); 40°F to 104 °F (Indoors).
  - c. Relative Humidity: 20% to 90%, non-condensing.
- B. Indoor and outdoor electrical equipment shall be suitable for operation in the ambient conditions associated with the locations designated in the Contract Documents. Heating, cooling, and dehumidifying devices shall be provided to maintain electrical devices 20 percent within the minimums and maximums of their rated environmental operating ranges. The CONTRACTOR shall provide power wiring for these devices. Enclosures suitable for the environment shall be furnished. Electrical equipment in hazardous areas shall be suitable for and rated for use in the hazardous or classified location in which it is to be installed.

### 2.5 SEISMIC RESTRAINT

- A. The construction area is classified by the International Building Code (IBC) as Seismic Class C. The Code requires that not only the structures, but also major electrical components be designed and installed in a manner which will preclude damage during a seismic event. All electrical equipment shall be securely anchored and seismic braced in accordance with regulations contained in the most recent adopted edition of the IBC, and the Sheet Metal and Air Conditioning Contractor's National Association (SMACNA) "Guidelines for Seismic Restraints of Electrical Systems".
- B. Units mounted and secured directly to structure shall be provided with connectors of sufficient strength to meet the restraining criteria.
- C. All electrical equipment which is securely anchored (hard mounted) to the building or structure shall have supports designed to withstand lateral and vertical "G" loadings equal to or greater than IBC requirements and SMACNA guidelines.

- D. Shop drawings are required for all equipment anchors, supports and seismic restraints. Submittals shall include weights, dimensions, load/deflection data, center of gravity, standard connections, manufacturer's recommendations, and behavior problems (vibration, thermal, expansion, etc.) associated with equipment.

## PART 3 - EXECUTION

### 3.1 DELIVERY, STORAGE AND HANDLING

- A. After completion of shop assembly, factory test, and approval, equipment, cabinets, panels, and consoles shall be packed in protective crates and enclosed in heavy duty polyethylene envelopes or secured sheeting to provide complete protection from damage, dust, and moisture. Dehumidifiers shall be placed inside the polyethylene coverings. The equipment shall then be skid-mounted for final transport. Lifting rings shall be provided for moving without removing protective covering. Boxed weight shall be shown on shipping tags together with instructions for unloading, transporting, storing, and handling at the Site.
- B. Special instructions for proper field handling, storage, and installation required by the manufacturer shall be securely attached to each piece of equipment prior to packaging and shipment.
- C. Each component shall be tagged to identify its location, instrument tag number, and function in the system. A permanent stainless steel or other non-corrosive material tag firmly attached and permanently and indelibly marked with the instrument tag number, as given in the tabulation, shall be provided on each piece of equipment in the PCIS. Identification shall be prominently displayed on the outside of the package.
- D. Equipment shall not be stored outdoors. Equipment shall be stored in dry permanent shelters, including in-line equipment, and shall be adequately protected against mechanical injury. If any apparatus has been damaged, such damage shall be repaired by the CONTRACTOR. If any apparatus has been subject to possible injury by water, it shall be thoroughly dried out and put through tests as directed by the Engineer. If such tests reveal defects, the equipment shall be replaced.

### 3.2 INSTALLATION

- A. The Electrical System indicated throughout the design is diagrammatic and therefore locations of equipment are approximate. The exact locations and routing of wiring and cables shall be governed by structural conditions and physical interferences and by the location of electrical terminations on equipment. Equipment shall be located and installed so that it will be readily accessible for operation and maintenance. Installation of systems and equipment is subject to clarification as indicated in reviewed shop drawings and field coordination. Where job conditions require reasonable changes in approximated locations and arrangements, or when the Owner exercises the right to require changes in location of equipment which do not impact material quantities or cause material rework, the CONTRACTOR shall make such changes without additional cost to the Owner.
- B. Discrepancies indicated on different Plans, between Plans and actual field conditions, or between Plans and Contract Documents shall be promptly brought to the attention of the Engineer for clarification, prior to purchasing and installing equipment.

- C. The alignment of equipment and conduit shall be adjusted to accommodate architectural changes, or to avoid work of other trades, without extra expense to the Owner.
- D. Items not specifically mentioned in these Contract Documents, or noted on the Plans, or indicated on reviewed shop drawings, but which are obviously necessary to make a complete working installation, shall be deemed to be included herein.
- E. The Electrical CONTRACTOR shall layout and install electrical work prior to placing floors and walls. Furnish and install sleeves and openings through floors and walls, required for installation of conduits. Sleeves shall be rigidly supported and suitably packed, or sealed, to prevent ingress of wet concrete. Spacers shall be installed in order to prevent conduit movement. Dimensions indicated for electrical equipment and their installation are restrictive dimensions.
- F. The Electrical CONTRACTOR shall furnish and install inserts and hangers required to support conduits and other electrical equipment. If the inserts, hangers, sleeves, or other mounting hardware are improperly placed, or installed, the CONTRACTOR shall do necessary work, at their own expense, to rectify the errors.
- G. The Electrical System is integrally connected to I&C, mechanical and structural systems. Coordinate with these other disciplines the installation of these related components.
- H. Electrical equipment shall be anchored by methods that comply with seismic requirements applicable to the Site.
- I. The Contract Documents show necessary conduit and instruments required to make a complete instrumentation system. The CONTRACTOR shall be responsible for providing any additional or different type connections as required by the instruments and specific installation requirements. Such additions and such changes, including the proposed method of installation, shall be submitted to the Engineer for approval prior to commencing that Work. Such changes shall not be a basis of claims for extra Work or delay.
- J. Instrumentation, control panels, wiring and all other I&C equipment shall be properly tagged and/or labeled per the requirements of Section 260553 "Identification for Electrical Systems".
- K. Installation of the I&C System shall be according to the finalized Shop Drawings

### 3.3 FACTORY ACCEPTANCE TESTING (FAT)

- A. The IS shall arrange for the manufacturers of the equipment and fabricators of panels and cabinets supplied under this Section to allow the Engineer and Owner to inspect and witness the testing of the equipment at the site of fabrication. Equipment shall include the cabinets, special control systems, and other pertinent systems and devices. A minimum of 10 days notification shall be furnished to the Engineer prior to testing. No shipments shall be made without the Engineer's approval.
- B. For each FAT, the IS shall develop and submit a FAT Plan and Procedure Document within 10 days of the FAT. The FAT Plan and Procedure shall as a minimum shall have the following:
  - a. Descriptions of test methods to be performed during the FAT.

- b. FAT Schedule and Procedure
  - c. FAT Checklists that allow for sign-off and comments for each test method and procedure.
- C. Control Panel Completion Test Methods: The following test methods should be performed during the FAT for each control panel:
- 1. Completed Shop Drawings: Demonstrate that the control panel has been built according to the shop drawings and that the shop drawings are accurate.
  - 2. Panel Layout: Demonstrate that the control panel has been laid out as designed and as required by Division 40.
  - 3. Power Distribution: Demonstrate all power distribution circuits, including but not limited to AC power circuits, UPS operation, signals and circuits and DC circuits.
  - 4. Control Circuits: Demonstrate the correct installation of each control circuit. Using a signal generator or multi-meter, show the correct operation of each input, output, relay, barrier, buttons, switches, or any other control device. Demonstrate the proper functionality of any hard-wired interlocks that may be associated with each control circuit.
  - 5. Panel Networking/Communications: If any form of communications is associated with the control panel, verify the proper operation of each communication port and link.
- D. Control Loop Test Methods: To demonstrate that the control panel will provide its function as intended, provide the following control loop test methods. If programming for the control panel is provided by others, coordinate with the programmer to have all programming completed and tested prior to the FAT. If needed, coordinate to have the programmer present for the FAT.
- 1. Alarm Functions: Verify and/or simulate each alarm condition associated with each control loop.
  - 2. Local Manual and Auto Functions: Verify and/or simulate each Local Manual and/or Auto function associated with each control loop.
  - 3. SCADA Manual and Auto Functions: Verify and/or simulate each SCADA Manual and/or Auto function associated with each control loop.
  - 4. Control Loop Interlocks: Demonstrate the functionality of any software interlocks that may be associated with each control loop.
- E. If the FAT does not pass and needs to be repeated, the IS shall be responsible for additional per diem costs incurred by the Engineer and Owner.
- F. All changes and/or corrections made during the FAT shall be noted on the checklists.
- G. Following completion and approval of all FAT, provide the finalized checklists to the Engineer and as part of the equipment shop drawings.

### 3.4 FIELD QUALITY CONTROL

- A. Allow for inspections by the Engineer and/or Owner of the I&C System at any time during the construction. Inspections shall be conducted to verify that the installation is per the requirements of the Contract Documents.

### 3.5 CALIBRATION

- A. Devices provided under Division 40 shall be calibrated according to the manufacturer's recommended procedures to verify operational readiness and ability to meet the indicated functional and tolerance requirements.
- B. Each instrument shall be calibrated at 0, 25, 50, 75, and 100 percent of span using test instruments to simulate inputs. The test instruments shall have accuracies traceable to National Institute of Standards and Testing.
- C. Instruments that have been bench-calibrated shall be examined in the field to determine whether any of the calibrations need adjustment. Such adjustments, if required, shall be made only after consultation with the Engineer.
- D. Instruments which were not bench-calibrated shall be calibrated in the field to ensure proper operation in accordance with the instrument loop diagrams or specification data sheets.
- E. Each analyzer system shall be calibrated and tested as a workable system after installation. Testing procedures shall be directed by the manufacturers' technical representatives. Samples and sample gases shall be furnished by the manufacturers.
- F. For each instrument calibration, provide a calibration sheet and update the corresponding TR20 Instrument Form with the new calibration data. The Calibration sheet shall include the following as a minimum:
  - 1. Date of calibration
  - 2. Project Name.
  - 3. Tag Number.
  - 4. Manufacturer, model, and serial number.
  - 5. Calibration data including range, input, output, and measurement at each calibration point.
  - 6. Space for comments.
  - 7. Space for sign-off by party performing calibration.
- G. A calibration and testing tag shall be attached to each piece of equipment or system at a location determined by the Engineer. The IS shall sign the tag when calibration is complete. The Engineer will sign the tag when the calibration and testing has been accepted.

### 3.6 LOOP TESTING

- A. Each control loop shall have been installed according to the finalized loop drawing. Prior to the commencement of loop testing, the following pre-requisites should have been met:
  - 1. All associated equipment, conduit and wire has been permanently installed, terminated, and inspected.

2. All wiring has been properly pulled, terminated, and labeled.
  3. Each wire has been tested with a point-to-point test.
  4. All control panels and electrical equipment have been checked out and tested as required by Division 26.
  5. All instrumentation has been appropriately installed and calibrated.
  6. Loop Test Forms for each loop to be tested have been created and will be available during the loop testing.
- B. Each loop test shall have a Loop Test Form prepared and ready prior to each loop test. The loop test form shall have the following:
1. Loop Number and Description
  2. Check-Off List with room for sign-off and dated by the IS, Programmer, and Owner's Witness as well as room for comments. The list of items to be checked off for each loop should include but is not limited to the following:
    - a. Each power distribution circuit.
    - b. Each control circuit.
    - c. Each alarm circuit.
    - d. Each PLC input/output point.
    - e. Each Local Manual, Local Auto, SCADA Manual & SCADA Auto function.
    - f. Each hard-wired and software interlock.
- C. Upon completion of the above pre-requisites for loop testing, the IS shall oversee and coordinate each loop test. The IS is responsible to be present for all loop testing, whether the equipment was supplied by the IS or not. The IS is responsible to have all responsible parties associated with each loop present. This includes but is not limited to manufacturer representatives, vendor technicians, electrical installers, mechanical installers, and programmer. The IS shall coordinate with the Owner and Engineer to allow for witnessing of loop testing as deemed necessary by the Owner and Engineer.
- D. Issues that arise during loop testing should be addressed and fixed immediately. If it is not feasible to immediately fix the issues, the loop testing should be re-scheduled as soon as possible to avoid delays. Any costs associated with re-testing and requiring all parties to return to the site shall in no way be incurred to the Owner.
- E. Following a successful loop test, the appropriate parties should sign and date the Loop Test Forms. All Forms shall be certified and submitted to the Engineer as part of the O&M Manuals.
- F. Following loop testing, in no way should any parts of the loop be modified. In no way shall any wiring be re-routed or re-terminated. If any such work occurs, all affected loops shall be re-tested at no expense to the Owner.

### 3.7 COMMISSIONING

- A. The IS shall oversee, coordinate and be present during all commissioning activities. The IS shall be responsible for obtaining the assistance of the Contractor and Subcontractors as may be required for commissioning activities.
- B. Commissioning shall commence after acceptance of wire test, calibration tests and loop tests, and inspections have demonstrated that the instrumentation and control system complies with Contract requirements. Pre-commissioning shall demonstrate proper operation of every system

with process equipment operating over full operating ranges under conditions as closely resembling actual operating conditions as possible.

- C. Commissioning and test activities shall follow detailed test procedures and check lists accepted by the Engineer. Test data shall be acquired using equipment as required and shall be recorded on test forms accepted by the Engineer, which include calculated tolerance limits for each step. Completion of system commissioning and test activities shall be documented by a certified report, including test forms with test data entered, delivered to the Engineer with a clear and unequivocal statement that system commissioning and test requirements have been satisfied.
- D. Where feasible, system commissioning activities shall include the use of water to establish service conditions that simulate, to the greatest extent possible, normal final control element operating conditions in terms of applied process loads, operating ranges, and environmental conditions. Final control elements, control panels, and ancillary equipment shall be tested under startup and steady state operating conditions to verify that proper and stable control is achieved using motor control center and local field mounted control circuits. Hardwired and software control circuit interlocks and alarms shall be operational. The control of final control elements and ancillary equipment shall be tested using both manual and automatic (where provided) control circuits. The stable steady state operation of final control elements running under the control of field mounted automatic analog controllers or software-based controllers shall be assured by adjusting the controllers as required to eliminate oscillatory final control element operation. The transient stability of final control elements operating under the control of field mounted, and software-based automatic analog controllers shall be verified by applying control signal disturbances, monitoring the amplitude and decay rate of control parameter oscillations (if any), and making necessary controller adjustments as required to eliminate excessive oscillatory amplitudes and decay rates.
- E. Electronic control stations incorporating proportional, integral or differential control circuits shall be optimally tuned, experimentally, by applying control signal disturbances and adjusting the gain, reset, or rate settings as required to achieve a proper response. Measured final control element variable position/speed setpoint settings shall be compared to measured final control element position/speed values at 0, 25, 50, 75, and 100 percent of span and the results checked against indicated accuracy tolerances.

### 3.8 TRAINING

- A. Develop a Training Plan for the training requirements of Division 40 and submit it to the Engineer for approval. Coordinate with the Engineer and Owner the time and locations of each training session. Schedule the trainings for after the equipment has been pre-commissioned.
- B. As part of the Training Plan, submit a résumé for everyone to be providing training. Training shall be performed by qualified representatives of the equipment manufacturers and shall be specific to each piece of equipment.
- C. Each training session shall include a written agenda.
- D. The CONTRACTOR shall train the Owner's personnel on the maintenance, calibration and repair of instruments provided.

- E. Within 10 days after the completion of each session, the CONTRACTOR shall submit the following:
- a. A list of Owner personnel who attended the training.
  - b. A copy of the training materials used during the session with notes, diagrams, and comments.

END OF SECTION 26 00 00

**SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES****PART 1 - GENERAL****1.1 SUMMARY**

- A. This Section includes the following:
  - 1. Building wires and cables rated 600 V and less.
  - 2. Connectors, splices, and terminations rated 600 V and less.

**1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated.

**1.3 INFORMATIONAL SUBMITTALS**

- A. Field quality-control test reports.

**1.4 QUALITY ASSURANCE**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.

**PART 2 - PRODUCTS****2.1 CONDUCTORS AND CABLES**

- A. All conductors, conductor insulation and multiconductor cables shall comply with NEMA WC 70.
- B. Wire sizes shall be American Wire Gauge (AWG) sizes with Class B stranded construction Number 2 AWG and smaller shall be factory color coded with a separate color for each phase and neutral, which shall be used consistently throughout the system. Larger cables shall be coded by the use of colored tape. Conductors #6 AWG or smaller shall be THWN-2 or XHHW-2. Number 4 and larger shall be XHHW-2.
- C. Individual or multiple conductor cables for power, control, and alarm circuits of 480 volts or less shall be insulated for not less than 600V.

- D. Where wire size is not indicated, they shall be of the size required by the NEC, except that no wire external to panels and motor control centers shall be less than #12 AWG, unless specifically noted on the Plans. Control wires shall be allowed to be #14 so long as there is appropriate protection (fuse or circuit breaker sized at 15A or less).
- E. Multi-conductor tray cables shall be rated 600 volts, listed by UL as Type TC cable or ITC for instrumentation cable only per Article 340 of the NEC. The individual conductors shall be UL listed as Type XHHW, with a sunlight-resistant overall jacket. Conductor sizes shall be the same as for power and lighting wire and control wire above. Connectors/Terminators shall be watertight and manufactured of the same material as the cabling system referenced elsewhere in division 26.
- F. Multi-conductor tray cables to be installed in classified areas shall be armored, rated 600 volts, listed by UL as Type MC-HL cable per Article 340 of the NEC. The individual conductors shall be UL listed as Type XHHW, with a sunlight-resistant overall jacket. Conductor sizes shall be the same as for power and lighting wire and control wire above. Connectors/terminators shall be rated for classified areas and submitted upon accordingly.
- G. All wiring shall be as indicated on the Plans. Wires shall be new and shall be soft drawn copper with not less than 97 percent conductivity. The wire and cable shall have size, grade of insulation, voltage, and manufacturer's name permanently marked on the outer covering at not more than 2-foot intervals. All wires shall conform to the latest Standards of the ASTM, and ICEA, and shall be tested for their full length by these Standards. Insulation thickness shall be not less than that specified by the National Electrical Code.
- H. VFD Cable:
  - 1. Comply with UL 1277, UL 1685, and NFPA 70 for Type TC-ER cable.
  - 2. Type TC-ER with oversized crosslinked polyethylene insulation, spiral-wrapped foil plus 85 percent coverage braided shields and insulated full-size ground wire, and sunlight- and oil-resistant outer PVC jacket.
  - 3. Comply with UL requirements for cables in direct burial or Classes I and II, Division 2 hazardous location applications.
- I. Table I below describes the conductor color code that shall be followed:

Table I

	<b>120/208VAC</b>	<b>480VAC</b>	<b>12VDC</b>	<b>24VDC</b>	<b>24VAC</b>
Phase 1	Black	Brown			
Phase 2	Red	Orange			
Phase 3	Blue	Yellow			
Neutrals/Commons	White	White	Orange/White	Blue/White	Yellow/White
Ground	Green	Green	Green	Green	Green
Control	Red		Orange	Blue	Yellow

- J. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. American Insulated Wire Corporation

2. Cablec Corporation
3. Okonite Company
4. Southwire Company
5. Or Approved Equal

## 2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.
- B. Connectors and splices shall be rated at not less than 600 volts. Splicing shall join conductors mechanically and electrically to provide a complete circuit prior to installation of insulation.
- C. Splices in wires No. 10 AWG and smaller shall be made with an insulated, solderless, pressure type connector, Type I, Class 1, Grade B, Style G, or Type II, Class 1 of FS W-S-610 and conforming to the applicable requirements of UL 486A.
- D. Splices in wires No. 8 AWG and larger shall be made with non-insulated, solderless, pressure type connector, Type II, Class 2 of FS W-S-610, conforming to the applicable requirements of UL 486A and UL 486B. They shall then be covered with an insulation and jacket material equivalent to the conductor insulation and jacket.
- E. Insulated conductor splices below grade or in wet locations shall be sealed type conforming to ANSI C119.1 or shall be waterproofed by a sealant-filled, thick wall, heat shrinkable, thermosetting tubing or by pouring a thermosetting resin into a mold that surrounds the joined conductors.
- F. Bare conductor splices in wet locations or below grade shall be of the exothermic type.
- G. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Hubbell Power Systems, Inc.
  2. O-Z/Gedney; EGS Electrical Group LLC.
  3. 3M; Electrical Products Division.
  4. Or Approved Equal

## 2.3 PULLING LUBRICANT

- A. All cables shall be properly coated with a water-based (wax-based is not acceptable) pulling compound before being pulled into conduits so as to prevent mechanical damage to the cables during installation. Lubricants shall be approved by the cable manufacturer for use with the cable being installed.
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Polywater
  2. Ideal Aqua-Gel

3. Or Approved Equal

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Stranded for all sizes.
- B. Branch Circuits: Copper. Stranded for all sizes.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Service Entrance: Type XHHW-2, single conductors in raceway
- B. Exposed Feeders and Branch Circuits: Type THWN-2 or XHHW-2 based on wire size requirements described in Part 2, single conductors in raceway. Multiconductor Tray Cable type TC shall be used where runs are to be in cable trays as shown on the drawings.
- C. Feeders and Branch Circuits Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THWN-2 or XHHW-2 based on wire size requirements described in Part 2, single conductors in raceway. Metal-clad cable, Type MC shall be allowed in ceilings that are considered dry and non-corrosive areas.
- D. Feeders and Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THWN-2 or XHHW-2 based on wire size requirements described in Part 2, single conductors in raceway.
- E. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.
- F. Class 1 Control Circuits: Type THWN-2, in raceway. Multiconductor Tray Cable type TC shall be used where runs are to be in cable trays as shown on the drawings.
- G. Class 2 Control Circuits: Type THWN-2, in raceway. Power-limited tray cable shall be used where runs are to be in cable tray as shown on the drawings.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. As far as practical, all circuits shall be continuous from origin to termination without splices in intermediate pull boxes. Sufficient slack shall be left at the termination to make proper connections. In no case shall a splice be pulled into the conduit. Conductor splicing shall not be permitted without the Engineer's approval. Conductor splices shall not be made in underground junction boxes or manholes unless specifically noted on the plans.

- C. Each feeder and branch circuit shall be installed in its own individual conduit unless combining feeder and branch circuits is permitted as defined in the following:
1. As specifically indicated on the Plans.
  2. For lighting, multiple branch circuits may be installed in a conduit as allowed by the NEC and with the wire ampacity de-rated in accordance with the requirements of the NEC. Conduit fill shall not exceed the limits established by the NEC.
  3. When field conditions dictate, and written permission is obtained from the Engineer.
- D. Use manufacturer-approved pulling compound or lubricant when pulling conductors; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- E. Feeder and branch circuits shall be isolated from each other and from all instrumentation and control circuits.
- F. Control circuits shall be isolated from all other feeder, branch and instrumentation circuits, except as noted above. 12VDC, 24VDC and 48VDC control circuits may be combined into one conduit. 120/208/240VAC control circuits shall be isolated from all DC control circuits. 277/480VAC circuits shall be isolated from all other voltages.
- G. Single conductor cable in cable trays shall be No. 1/0 or larger and shall be of a type listed and marked for use in cable trays. Tray cable smaller than 1/0 shall be multi-conductor, with outer jacket.
- H. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- I. Install exposed cables parallel and perpendicular to surfaces of exposed structural members and follow surface contours where possible.
- J. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems".
- K. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems".
- L. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- M. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than un-spliced conductors.
- N. Wiring at Outlets and Switches: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.

### 3.4 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling".

### 3.5 FIRESTOPPING

- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping".

### 3.6 FIELD QUALITY CONTROL

- A. Perform tests and inspections and prepare test reports.
- B. Tests and Inspections:
  - 1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors, and conductors feeding the following critical equipment and services for compliance with requirements.
    - a. All conductors with voltages at 277V or higher and corresponding neutrals and grounds.
    - b. All conductors #8 and larger.
    - c. All motor leads and corresponding grounds.
  - 2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
  - 3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in cables and conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner.
    - a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
    - b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
    - c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
- C. Test Reports: Prepare a written report to record the following:
  - 1. Test procedures used.
  - 2. Test results that comply with requirements.

3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.
- D. Remove and replace malfunctioning units and retest as specified above.

END OF SECTION 260519

## SECTION 260523 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Instrumentation cabling.
2. Low-voltage control cabling.
3. Control-circuit conductors.
4. Identification products.

##### B. Related Sections

1. For structured cabling systems, including fiber optic cabling and CAT6 cabling refer to Section 409533.

#### 1.2 DEFINITIONS

- ##### A. Low Voltage:
- As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control and signaling power-limited circuits.

#### 1.3 ACTION SUBMITTALS

- ##### A. Product Data:
- For each type of product indicated.

#### 1.4 INFORMATIONAL SUBMITTALS

- ##### A. Field quality-control reports.

#### 1.5 QUALITY ASSURANCE

- ##### A. Testing Agency Qualifications:
- Member company of an NRTL.

- ##### B. Surface-Burning Characteristics:
- As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: 25 or less.
2. Smoke-Developed Index: 50 or less.

- ##### C. Electrical Components, Devices, and Accessories:
- Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Test cables upon receipt at Project site.
- B. Test each pair of each cable for open and short circuits.

## PART 2 - PRODUCTS

### 2.1 PATHWAYS

- A. Conduit and Boxes: Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems."
  - 1. Outlet boxes shall be no smaller than 2 inches wide, 3 inches high, and 2-1/2 inches deep.

### 2.2 INSTRUMENTATION CABLE

- A. Instrument cable shall be Type TC, and have the number of individually shielded twisted pairs indicated on the Plans and shall be insulated for not less than 600 volts. Unless otherwise indicated, conductor size shall be No. 18 AWG minimum. Shielded, grounded instrumentation cable shall be used for all analog and low voltage digital signals.
- B. The jacket shall be flame retardant with 90 degrees C temperature rating. The cable shield shall be a minimum of 2.3 mil aluminum or copper tape overlapped to provide 100 percent coverage and a tinned copper drain wire.
- C. The conductors shall be bare soft annealed copper, Class B, 7 strand minimum concentric lay with 15 mils nominal thickness, nylon jacket, 4 mil nominal thickness, 90 degrees C temperature rating. One conductor within each pair shall be numerically identified.
- D. Pairs shall be assembled with a nominal 2-inch lay and shall then be group shielded with a minimum of 1.3 mil aluminum or copper tape overlapped to provide 100 percent coverage. All group shields shall be completely isolated from each other.
- E. Pairs installed in a cable tray shall have a UV resistant jacket, and shall have a jacket intended for cable tray use.

### 2.3 RS-232 CABLE

- A. Standard Cable: NFPA 70, Type CM.
  - 1. Paired, two pairs, No. 22 AWG, stranded (7x30) tinned-copper conductors.
  - 2. Polypropylene insulation.
  - 3. Individual aluminum foil-polyester tape shielded pairs with 100 percent shield coverage.
  - 4. PVC jacket.
  - 5. Pairs are cabled on common axis with No. 24 AWG, stranded (7x32) tinned-copper drain wire.
  - 6. Flame Resistance: Comply with UL 1581.

B. Plenum-Rated Cable: NFPA 70, Type CMP.

1. Paired, two pairs, No. 22 AWG, stranded (7x30) tinned-copper conductors.
2. Plastic insulation.
3. Individual aluminum foil-polyester tape shielded pairs with 100 percent shield coverage.
4. Plastic jacket.
5. Pairs are cabled on common axis with No. 24 AWG, stranded (7x32) tinned-copper drain wire.
6. Flame Resistance: Comply with NFPA 262.

2.4 RS-485 CABLE

A. Standard Cable: NFPA 70, Type CM.

1. Paired, two pairs, twisted, No. 22 AWG, stranded (7x30) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with UL 1581.

B. Plenum-Rated Cable: NFPA 70, Type CMP.

1. Paired, two pairs, No. 22 AWG, stranded (7x30) tinned-copper conductors.
2. Fluorinated ethylene propylene insulation.
3. Unshielded.
4. Fluorinated ethylene propylene jacket.
5. Flame Resistance: NFPA 262, Flame Test.

2.5 LOW-VOLTAGE CONTROL CABLE

A. Paired Cable: NFPA 70, Type CMG.

1. One pair, twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with UL 1581.

B. Plenum-Rated, Paired Cable: NFPA 70, Type CMP.

1. One pair, twisted, No. 16 AWG, stranded (19x29) tinned-copper conductors.
2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with NFPA 262.

C. Paired Cable: NFPA 70, Type CMG.

1. One pair, twisted, No. 18 AWG, stranded (19x30) tinned-copper conductors.

2. PVC insulation.
3. Unshielded.
4. PVC jacket.
5. Flame Resistance: Comply with UL 1581.

D. Plenum-Rated, Paired Cable: NFPA 70, Type CMP.

1. One pair, twisted, No. 18 AWG, stranded (19x30) tinned-copper conductors.
2. Fluorinated ethylene propylene insulation.
3. Unshielded.
4. Plastic jacket.
5. Flame Resistance: NFPA 262, Flame Test.

## 2.6 CONTROL-CIRCUIT CONDUCTORS

- A. Class 1 Control Circuits: Stranded copper, Type THHN-THWN, in raceway, complying with UL 83.
- B. Class 2 Control Circuits: Stranded copper, Type THHN-THWN, in raceway, complying with UL 83.
- C. Class 3 Remote-Control and Signal Circuits: Stranded copper, Type TW or Type TF, complying with UL 83.

## 2.7 IDENTIFICATION PRODUCTS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  1. Brady Corporation.
  2. Panduit Corp.
  3. Or Approved Equal.
- B. Comply with UL 969 for a system of labeling materials, including label stocks, laminating adhesives, and inks used by label printers.
- C. Comply with requirements in Section 260553 "Identification for Electrical Systems".

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF PATHWAYS

- A. Comply with TIA/EIA-569-A for pull-box sizing and length of conduit and number of bends between pull points.
- B. Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems" for installation of conduits and wireways.

- C. Install manufactured conduit sweeps and long-radius elbows if possible.
- D. Pathway Installation in Equipment Rooms:
  1. Position conduit ends adjacent to a corner on backboard if a single piece of plywood is installed or in the corner of room if multiple sheets of plywood are installed around perimeter walls of room.
  2. Install cable trays to route cables if conduits cannot be located in these positions.
  3. Secure conduits to backboard if entering room from overhead.
  4. Extend conduits 3 inches above finished floor.
  5. Install metal conduits with grounding bushings and connect with grounding conductor to grounding system.
- E. Backboards: Install backboards with 96-inch dimension vertical. Butt adjacent sheets tightly and form smooth gap-free corners and joints.

### 3.2 INSTALLATION OF CONDUCTORS AND CABLES

- A. Comply with NECA 1.
- B. General Requirements for Cabling:
  1. Comply with TIA/EIA-568-B.1.
  2. Comply with BICSI ITSIM, Ch. 6, "Cable Termination Practices."
  3. Terminate all conductors; no cable shall contain unterminated elements. Make terminations only at indicated outlets, terminals, and cross-connect and patch panels.
  4. Cables may not be spliced. Secure and support cables at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
  5. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIM, "Cabling Termination Practices" Chapter. Install lacing bars and distribution spools.
  6. Do not install bruised, kinked, scored, deformed, or abraded cable. Do not splice cable between termination, tap, or junction points. Remove and discard cable if damaged during installation and replace it with new cable.
  7. Cold-Weather Installation: Bring cable to room temperature before dereeling. Heat lamps shall not be used for heating.
  8. Pulling Cable: Comply with BICSI ITSIM, Ch. 4, "Pulling Cable." Monitor cable pull tensions.
- C. Installation of Control-Circuit Conductors:
  1. Install wiring in raceways. Comply with requirements specified in Section 260533 "Raceways and Boxes for Electrical Systems."
- D. Open-Cable Installation:
  1. Install cabling with horizontal and vertical cable guides in telecommunications spaces with terminating hardware and interconnection equipment.

2. Suspend copper cable not in a wireway or pathway a minimum of 8 inches above ceilings by cable supports not more than 60 inches apart.
3. Cable shall not be run through structural members or in contact with pipes, ducts, or other potentially damaging items.

E. Separation from EMI Sources:

1. Comply with BICSI TDMM and TIA/EIA-569-A recommendations for separating unshielded copper voice and data communication cable from potential EMI sources, including electrical power lines and equipment.
2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment shall be as follows:
  - a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 12 inches.
  - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 24 inches.
  - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 48 inches.
3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment shall be as follows:
  - a. Electrical Equipment Rating Less Than 2 kVA: A minimum of 6 inches.
  - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 12 inches.
  - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 24 inches.
4. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures shall be as follows:
  - a. Electrical Equipment Rating Less Than 2 kVA: 3 inches.
  - b. Electrical Equipment Rating between 2 and 5 kVA: A minimum of 6 inches.
  - c. Electrical Equipment Rating More Than 5 kVA: A minimum of 12 inches.
5. Separation between Cables and Electrical Motors and Transformers: A minimum of 48 inches.
6. Separation between Cables and Fluorescent Fixtures: A minimum of 6 inches.

### 3.3 REMOVAL OF CONDUCTORS AND CABLES

- A. Remove abandoned conductors and cables.

### 3.4 CONTROL-CIRCUIT CONDUCTORS

A. Minimum Conductor Sizes:

1. Class 1 remote-control and signal circuits, No. 14 AWG.
2. Class 2 low-energy, remote-control, and signal circuits, No. 16 AWG.
3. Class 3 low-energy, remote-control, alarm, and signal circuits, No 12 AWG.

### 3.5 FIRESTOPPING

- A. Comply with requirements in Section 078413 "Penetration Firestopping."
- B. Comply with TIA/EIA-569-A, Annex A, "Firestopping."
- C. Comply with BICSI TDMM, "Firestopping Systems" Article.

### 3.6 GROUNDING

- A. For data communications wiring, comply with ANSI-J-STD-607-A and with BICSI TDMM, "Grounding, Bonding, and Electrical Protection" Chapter.
- B. For low-voltage wiring and cabling, comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."

### 3.7 IDENTIFICATION

- A. Identify system components, wiring, and cabling according to TIA/EIA-606-A. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

### 3.8 FIELD QUALITY CONTROL

- A. Tests and Inspections:
  - 1. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
- B. Document data for each measurement. Print data for submittals in a summary report that is formatted using Table 10.1 in BICSI TDMM as a guide, or transfer the data from the instrument to the computer, save as text files, print, and submit.
- C. End-to-end cabling will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

END OF SECTION 260523

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## SECTION 260553 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
1. Identification for raceways.
  2. Identification of power and control cables.
  3. Identification for conductors.
  4. Underground-line warning tape.
  5. Warning labels and signs.
  6. Instruction signs.
  7. Equipment identification labels.
  8. Miscellaneous identification products.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Samples of each color, lettering style and other graphic representation required for each identification material or system.
- C. Table or list of equipment, panel and disconnect switch labels.

#### 1.3 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

### PART 2 - PRODUCTS

#### 2.1 POWER RACEWAY IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway size.

- B. Colors for Raceways Carrying Circuits at 600 V or Less:
  1. Black letters on an orange field.
  2. Legend: Indicate voltage and system or service type.
- C. Self-Adhesive Vinyl Labels for Raceways Carrying Circuits at 600 V or Less: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- D. Snap-Around Labels for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- E. Snap-Around, Color-Coding Bands for Raceways Carrying Circuits at 600 V or Less: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- F. Write-On Tags shall not be allowed.

## 2.2 ARMORED AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Colors for Raceways Carrying Circuits at 600 V and Less:
  1. Black letters on an orange field.
  2. Legend: Indicate voltage and system or service type.
- C. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- D. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; 2 inches wide; compounded for outdoor use.

## 2.3 POWER AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label. Heat shrink tubing, or sleeve type wire markers are also acceptable.
- A. Write-On Tags shall not be allowed.
- B. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

- C. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve, 2 inches (50 mm) long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.

#### 2.4 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.
- B. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label. Heat shrink tubing, or sleeve type wire markers are also acceptable.
- C. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- D. Write-On Tags shall not be allowed.

#### 2.5 FLOOR MARKING TAPE

- A. 2-inch-wide, 5-mil pressure-sensitive vinyl tape, with black and white stripes and clear vinyl overlay.

#### 2.6 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
  1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical and communications utility lines.
  2. Printing on tape shall be permanent and shall not be damaged by burial operations.
  3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.
- B. Color and Printing:
  1. Comply with ANSI Z535.1 through ANSI Z535.5.
  2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE, HIGH VOLTAGE.
  3. Inscriptions for Orange-Colored Tapes: TELEPHONE CABLE, CATV CABLE, COMMUNICATIONS CABLE, OPTICAL FIBER CABLE.
- C. Tag: Type I:
  1. Pigmented polyolefin, bright-colored, compounded for direct-burial service.
  2. Thickness: 4 mils.
  3. Weight: 18.5 lb/1000 sq. ft.
  4. 3-Inch Tensile According to ASTM D 882: 30 lbf, and 2500 psi.
- D. Tag: Type ID:

1. Detectable three-layer laminate, consisting of a printed pigmented polyolefin film, a solid aluminum-foil core, and a clear protective film that allows inspection of the continuity of the conductive core, bright-colored, compounded for direct-burial service.
2. Overall Thickness: 5 mils.
3. Foil Core Thickness: 0.35 mil.
4. Weight: 28 lb/1000 sq. ft.
5. 3-Inch Tensile According to ASTM D 882: 70 lbf, and 4600 psi.

## 2.7 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.
- C. Baked-Enamel Warning Signs:
  1. Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application.
  2. 1/4-inch grommets in corners for mounting.
  3. Nominal size, 7 by 10 inches.
- D. Metal-Backed, Butyrate Warning Signs:
  1. Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application.
  2. 1/4-inch grommets in corners for mounting.
  3. Nominal size, 10 by 14 inches.
- E. Warning label and sign shall include, but are not limited to, the following legends:
  1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
  2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

## 2.8 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. inches and 1/8 inch thick for larger sizes.
  1. Engraved legend with black letters on white face.
  2. Punched or drilled for mechanical fasteners.
  3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.
- B. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.

- C. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.

## 2.9 EQUIPMENT IDENTIFICATION LABELS

- A. Adhesive Film Label with Clear Protective Overlay: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch. Overlay shall provide a weatherproof and UV-resistant seal for label.
- B. Self-Adhesive, Engraved, Laminated Acrylic or Melamine Label: Adhesive backed, with white letters on a dark-gray background. Minimum letter height shall be 3/8 inch.
- C. Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

## 2.10 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Select paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

## PART 3 - EXECUTION

### 3.1 CONDUCTOR LABELING SCHEME

- A. All control and instrumentation conductors shall be labeled with a “To/From” labeling scheme. Each conductor label shall have two lines of text. The first line of text shall indicate the enclosure and terminal where the wire is to terminate on the other end. The second line of text shall indicate the enclosure and terminal where the wire is to terminate on this end. The following example illustrates the “To/From” labeling scheme:
  1. A wire is connected between a VFD and an LCP. The VFD equipment tag is VFD-100 and the LCP equipment tag is LCP-100. The connecting terminal at the VFD enclosure is terminal “5”. The connecting terminal at the LCP is terminal “7”. This wire would have the following labels:
    - a. The wire label at the VFD end:
      - Top Line: “LCP-100 : 7”
      - Bottom Line: “VFD-100 : 5”
    - b. The wire label at the LCP end:
      - Top Line: “VFD-100 : 5”
      - Bottom Line: “LCP-100 : 7”

### 3.2 INSTALLATION

- A. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- B. Apply identification devices to surfaces that require finish after completing finish work.
- C. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- D. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- E. System Identification Color-Coding Bands for Raceways and Cables: Each color-coding band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- F. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench or concrete envelope exceeds 16 inches overall.
- G. Painted Identification: Comply with requirements in painting Sections for surface preparation and paint application.

### 3.3 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 30A, and 120V to ground: Install labels at 10-foot maximum intervals.
- B. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage. System legends shall be as follows:
  - 1. Emergency Power.
  - 2. Power.
  - 3. UPS.
- C. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
  - 1. Color-Coding for Phase Identification, 600 V or Less: Use colors listed below for ungrounded service, feeder and branch-circuit conductors.
    - a. Colors for 208/120-V Circuits:
      - 1) Phase A: Black.
      - 2) Phase B: Red.

- 3) Phase C: Blue.
- b. Colors for 480/277-V Circuits:
  - 1) Phase A: Brown.
  - 2) Phase B: Orange.
  - 3) Phase C: Yellow.
- c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- D. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.
- E. Conductors to Be Extended in the Future: Attach marker tape to conductors and list source.
- F. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, and signal connections.
  - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
  - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
  - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual.
- G. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
  - 1. Limit use of underground-line warning tape to direct-buried cables.
  - 2. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- H. Workspace Indication: Install floor marking tape to show working clearances in the direction of access to live parts. Workspace shall be as required by NFPA 70 and 29 CFR 1926.403 unless otherwise indicated. Do not install at flush-mounted panelboards and similar equipment in finished spaces.
- I. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
  - 1. Comply with 29 CFR 1910.145.
  - 2. Identify system voltage with black letters on an orange background.
  - 3. Apply to exterior of door, cover, or other access.
  - 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
    - a. Power transfer switches.
    - b. Controls with external control power connections.

- J. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
- K. Emergency Operating Instruction Signs: Install instruction signs with white legend on a red background with minimum 3/8-inch-high letters for emergency instructions at equipment used for power transfer.
- L. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and the Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
  - 1. Labeling Instructions:
    - a. Indoor Equipment: Self-adhesive, engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch-high letters on 1-1/2-inch-high label; where two lines of text are required, use labels 2 inches high.
    - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
    - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
    - d. Unless provided with self-adhesive means of attachment, fasten labels with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

END OF SECTION 260553

## SECTION 409000 – INSTRUMENTATION AND CONTROL FOR PROCESS SYSTEMS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
1. General requirements which apply to all Instrumentation and Control for Process Systems (hereafter referred to as I&C).
- B. Related Sections
1. The Contract Documents are a single integrated document. As such, all Divisions and Sections are applicable. The Contractor and its Subcontractors are responsible to review all parts of the Contract Documents in order to provide a complete and coordinated project.
- C. Complete I&C System
1. The requirements for the I&C System shall be the responsibility of a single company hereafter referred to as the Instrumentation Supplier (IS). The IS shall be responsible for all parts of this Section and Sub-Sections as well as all other related sections that may pertain to the I&C System. The IS may also be the Electrical Contractor for the project.
  2. The Contractor, through the IS and qualified electrical and mechanical installers, shall be responsible to the Owner for the implementation of a complete I&C System. The IS shall provide all necessary coordination, material and labor such that the entire system be complete and functional. This includes but is not limited to the proper operation and monitoring of electrical power systems, process systems, mechanical equipment, instrumentation, control panels, programmable controllers, communications/networking, and SCADA system.
  3. The overall I&C system design is based upon non-certified information that has been furnished by various equipment manufacturers and vendors. It is the Contractor's responsibility to include in the bid and installation all labor and material to provide a complete system based upon actual information from equipment being supplied for the project. Any changes or additions due to non-certified manufacturer or vendor information shall be provided at no additional cost to the Owner.

#### 1.2 REFERENCES

- A. The installation and commissioning of the I&C System shall conform to all applicable codes, regulations, standards and specifications, including, but not limited to those listed below. These publications are referenced to by designation but not by edition. The latest edition accepted by the Authority Having Jurisdiction in effect at the time of bid shall govern.
1. State and Local Codes and Authority Having Jurisdiction (AHJ)
  2. American National Standards Institute (ANSI)
  3. American Petroleum Institute (API)

4. Federal Communications Commission (FCC)
5. Federal Occupational Safety and Health Act (OSHA)
6. International Society of Automation (ISA)
7. Institute of Electrical and Electronic Engineers (IEEE)
8. National Electric Code (NEC).
9. National Electrical Manufacturers Association (NEMA)
10. National Fire Protection Association (NFPA)
11. Underwriters Laboratories, Inc. (UL)

### 1.3 DEFINITIONS

- A. The following definitions may be used throughout this section and subsections (refer to the contract drawings sheet GI-1 for instrumentation abbreviations):

1. CTC: Communications termination cabinet.
2. FAT: Factory acceptance test.
3. HMI: Human machine interface.
4. I&C: Instrumentation and control for process systems
5. IS: Instrumentation supplier.
6. LAN: Local area network.
7. LCP: Local control panel.
8. NC: Normally closed.
9. NO: Normally open.
10. OIT: Operator interface terminal.
11. OSI: Owner's System Integrator.
12. PC: Personal computer.
13. PID: Control action, proportional plus integral plus derivative.
14. PLC: Programmable logic controller.
15. P&ID: Process and instrumentation diagram
16. RIO: Remote input/output
17. SCADA: Supervisory control and data acquisition.
18. UPS: Uninterruptible power supply.
19. VCP: Vendor control panel.
20. WAN: Wide area network

### 1.4 I&C SYSTEM REQUIREMENTS

- A. Work provided outside of Contractor's scope:
1. All PLC and HMI equipment being supplied by the Contractor is to be programmed by the Owner's System Integrator.
- B. The Work is to provide a complete and operational I&C System as described by the Contract Documents. This includes but is not limited to the following:
1. Before providing a bid as the IS, coordinate with all bidders such that all costs associated with a complete I&C System are accounted for. The Owner shall not be responsible for any additional costs for scope items that have been excluded from the bid as a result of not coordinating with all bidders.

2. The IS shall submit a statement of qualifications verifying that it meets the requirements of 409000.1.8. The IS must be approved by the Engineer before proceeding with the Work.
3. In order to provide a complete system, oversee and coordinate with all equipment and services being provided outside of Contractor's scope.
  - a. The Engineer is responsible to ensure that equipment being supplied by the Owner related to the I&C System complies with the requirements of the Contract Documents
  - b. The Contractor and IS are responsible to coordinate the installation, commissioning and scheduling of equipment related to the I&C System that are provided by the Owner.
4. Oversee and coordinate with all equipment and services being provided by the Contractor but outside of the IS's scope.
  - a. Inform all vendors and suppliers providing equipment related to the I&C System the requirements of Division 40.
  - b. The Owner is not responsible for any additional costs incurred by requiring vendors and/or subcontractors to meet the requirements of Division 40.
  - c. If a vendor or supplier is unable to meet the requirements of Division 40, the Contractor may submit in writing to the Engineer the reasons for non-compliance. The Engineer will then evaluate the reasons and determine whether a solution may be determined or if a different vendor or supplier is required.
  - d. The Contractor and IS are responsible for coordinating with vendors and suppliers the FAT, installation, commissioning, calibration and scheduling for the associated I&C equipment.
5. The IS shall conduct a Pre-Submittal Conference before producing any submittals. The conference should include all parties involved with the I&C System including the Engineer and Owner. The purpose of the conference shall be to review the project as a whole, make sure all parties understand their roles and responsibilities and to go over submittal requirements.
6. Prepare I&C System Submittals which includes the following:
  - a. Instrumentation hardware submittal (including TR20 forms).
  - b. Control panels design and submittal.
  - c. Recommended spare parts submittal.
7. Following submittal approvals, do the following:
  - a. Procure all instrumentation hardware and accessories.
  - b. Procure hardware for and fabricate all control panels being provided.
  - c. Perform FAT's for all control panels being provided.
8. Programming and integration shall be supplied by the OSI. Oversee and coordinate the programming and integration with the OSI for a complete I&C System.
9. Oversee the installation of the I&C System.
10. Perform bench and field calibrations of instruments as required.
11. Oversee and document loop testing.

12. Oversee and document commissioning.
13. Maintain record drawings.
  - a. Maintain on the construction site a set of the Instrumentation Drawings that shall be continuously marked up during construction.
  - b. The drawings should be updated at least weekly and will be checked monthly by the Owner's representative.
  - c. Upon completion of startup, submit the marked-up drawings to the Engineer for review and for drafting.
14. Prepare O&M manuals.
  - a. Provide O&M manuals in accordance with Section 017823.
  - b. Prepare an O&M manual for each major process area or building. Each of these manuals shall be divided into the following categories:
    - 1) Table of Contents/Index.
    - 2) Process & Instrumentation Diagrams
    - 3) Control Panel Record Drawings, Bill of Materials and Design Data.
  - c. Prepare O&M manuals that cover comprehensive information for the I&C System. These manuals shall include the following:
    - 1) Table of Contents/Index.
    - 2) Finalized Instrument Summary
    - 3) Finalized TR20 Instrument Forms
    - 4) Instrumentation Installation Details
    - 5) Instrument Operational Manuals
    - 6) Recommended Spare Parts List
15. Provide training.

## 1.5 ACTION SUBMITTALS

### A. General

1. Submittals for Division 40 shall meet the requirements of Section 013300 Contractor Submittals. In addition, the following requirements shall be met:
  - a. Submittals shall include bills of materials with quantities, makes, models, exact part numbers and descriptions.
  - b. Edit all submittals such that only pertinent information is submitted. Neatly cross out information that does not apply, options that are not being supplied, etc.
  - c. Show product dimensions, construction and installation details, wiring diagrams, and specifications.
  - d. If there are exceptions to the Contract Drawings and Specifications, provide a list of exceptions with detailed explanations for the exceptions. The Engineer will review the list of exceptions and determine whether a solution may be determined or if the exception(s) will not be allowed.
2. Furnish submittal required by each Section within Division 40.
3. When submitting on equipment, use the equipment and instrumentation tags depicted in the Contract Drawings.

### B. Instrumentation hardware submittal

1. Provide a comprehensive submittal that includes all instrumentation being supplied by the IS. Divide the submittal into the following:

- a. Table of Contents/Index.
- b. Instrument summary.
- c. Instrument TR20 Forms.
- d. Instrument Cut Sheets.
- e. Instrument Installation Drawings.
2. Provide an instrument summary (sorted by tag number) that has the following information:
  - a. Tag number.
  - b. Make, model and description.
  - c. Associated process.
  - d. Location.
  - e. Calibrated range.
  - f. Associated PLC.
3. Furnish TR20 instrumentation forms for each instrument using the forms outlined in ISA-TR20.00.01-2007. This requirement includes all instruments that are being installed as part of the project, whether they are Contractor, Owner and/or Vendor supplied. Show on each sheet who is the responsible party for supplying the instrument. The TR20 sheets should be provided electronically in Microsoft Word or Excel as well.
4. Provide instrument cut sheets for each instrument make and model being supplied for the project. Each cut sheet should have a list of instrument tag numbers that pertain to that particular cut sheet. The cut sheets should have enough information to verify that the instrument conforms to the Contract Drawings and Specifications.
5. Instrument installation drawings
  - a. Provide instrument installation drawings for each make and model of instrument being supplied.
  - b. Delineate what is being supplied by the IS and what is being supplied by other installers.
  - c. Show overall dimensions, mounting locations and elevations.
  - d. Show all cabling, conduit and piping locations.
  - e. Show the ambient conditions of the location where the instrument is being installed which includes ambient temperature and humidity extremes, whether or not the atmosphere is corrosive and the area classification.
  - f. Show mounting requirements, brackets, stands and anchoring.
  - g. Show means for sun protection where required.

C. Control panels submittal

1. Provide a comprehensive submittal that includes all control panels supplied by the IS. The submittal should show that the panels are in conformance with the requirements of Section 409513. Divide the submittal into the following:
  - a. Table of Contents/Index.
  - b. Panel Bill of Materials and Design Data.
  - c. Panel Shop Drawings.
  - d. Panel Hardware Cut Sheets.
2. The Panel Bill of Materials and Design Data shall include the following:
  - a. Each panel will have its own Bill of Materials and Design Data information presented in association with the panel drawings. The Bill of Materials shall include all hardware inside or on the enclosure. The design data will include UPS and/or battery load calculations to show that the UPS is sized appropriately for load and for backup time. The design data will show panel weight, materials and finishes. HVAC design data shall be shown. Seismic criteria shall be shown if required by the Contract Documents.
3. Panel Shop Drawings:

- a. Each control panel shall be designed to perform its function(s) as shown in the Contract Drawings. The control panel designs shall take into account information shown throughout the Contract Drawings and Specifications.
  - b. Show every internal wire and connection diagrammatically. Show all interfaces between the control panel and external equipment to be connected for power, controls, signal, communications, etc.
  - c. All shop drawings shall include a title block with the name of the firm designing the control panels. The title block shall also include project information, Owner information and/or logo, drawing number and description, revision fields and date.
  - d. All shop drawings shall be developed utilizing AutoCAD version 2008 or later. All shop drawings should be submitted in PDF and AutoCAD formats and as required by Section 013300.
  - e. Panel layout drawing(s):
    - 1) Each control panel shall have shop drawing(s) which depict the front, back, sides and top/bottom of the panel. This includes showing any hardware mounted on the inside or outside of the panel.
    - 2) Layout drawings should include subpanel and swing-out panel layouts.
    - 3) Layout drawings should show locations of panel penetrations for cutouts, conduit entry and/or access plates.
    - 4) Layout drawings should show all of the components and provide a reference to the bill of materials.
    - 5) Show the elevations of door devices from the finished floor.
  - f. AC and/or DC power distribution diagrams:
    - 1) Each panel shall show power distribution schematics that show how the panel receives power and feeds all of its internal loads as well as associated external loads.
  - g. Communications and/or Network diagrams:
    - 1) For panels that utilize any means of communications both internally and externally, provide a diagram depicting each communication connection.
  - h. Input/Output and/or Internal wiring diagrams
  - i. Terminal block diagrams
4. Provide panel hardware cut sheets for each make and model of equipment being supplied for the project. The cut sheets should have enough information to verify that the equipment conforms to the Contract Drawings and Specifications.

#### D. Recommended Spare Parts Submittal

1. Submit a list of spare parts for all of the equipment associated with the I&C System. The list of spare parts shall include list pricing for each item.
2. Provide the name, address and phone number for each manufacturer and manufacturer's local sales representative.
3. Indicate whether or not the spare parts are being provided under this contract or not.

### 1.6 INFORMATIONAL SUBMITTALS

- A. Field quality-control test reports.

### 1.7 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

## 1.8 QUALITY ASSURANCE

- A. All equipment supplied for this project shall meet the requirements of the National Electric Code (NEC) and shall be listed by and bearing the label of the Underwriters' Laboratories (UL).
- B. The IS shall be a company that has been actively involved in the installation and commissioning of I&C Systems for a minimum period of five years.
- C. The IS shall have adequate facilities, manpower and technical expertise to perform the Work associated with the I&C System and as outlined by the Contract Documents.
- D. The IS shall have similar project experience of at least four successfully completed projects for a similar wastewater system. The IS company must have performed similar work for these projects as required herein.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. All materials provided under this Contract shall be new and free from defects.

### 2.2 MANUFACTURERS

- A. All equipment provided for the I&C System shall be the most recent field-proven models marketed by their manufacturers at the time of submittal of the Shop Drawings unless otherwise required to match existing equipment.
- B. Instruments which utilize a common measurement principle (for example, float switches) shall be furnished by a single manufacturer. Panel mounted instruments shall have matching style and general appearance. Instruments performing similar functions shall be of the same type, model, or class, and shall be from a single manufacturer.

### 2.3 OPERATING CONDITIONS

- A. The I&C System shall be designed and constructed for satisfactory operation and long, low maintenance service under the following conditions:
  1. Environment: Wastewater Lift Stations
  2. Temperature Extremes: 30°F to 122°F (Outdoors); 40°F to 104°F (Indoors).
  3. Relative Humidity: 20% to 90%, non-condensing.
- B. Indoor and outdoor control panels and instrument enclosures shall be suitable for operation in the ambient conditions associated with the locations designated in the Contract Documents. Heating, cooling, and dehumidifying devices shall be provided in order to maintain instrumentation devices 20 percent within the minimums and maximums of their rated environmental operating ranges. The Contractor shall provide power wiring for these devices. Enclosures suitable for the environment shall be furnished. Instrumentation in hazardous areas shall be suitable for use in the particular hazardous or classified location in which it is to be installed.

## 2.4 SPECIAL TOOLS

- A. The IS shall furnish a priced list of special tools required to calibrate and maintain the instrumentation provided. The Owner and Engineer will select which tools are to be purchased and the IS will supply them at the prices listed.
- B. Special tools shall be delivered to the Owner before startup commences.

## PART 3 - EXECUTION

### 3.1 DELIVERY, STORAGE AND HANDLING

- A. After completion of shop assembly, factory test, and approval, equipment, cabinets, panels, and consoles shall be packed in protective crates and enclosed in heavy duty polyethylene envelopes or secured sheeting to provide complete protection from damage, dust, and moisture. Dehumidifiers shall be placed inside the polyethylene coverings. The equipment shall then be skid-mounted for final transport. Lifting rings shall be provided for moving without removing protective covering. Boxed weight shall be shown on shipping tags together with instructions for unloading, transporting, storing, and handling at the Site.
- B. Special instructions for proper field handling, storage, and installation required by the manufacturer shall be securely attached to each piece of equipment prior to packaging and shipment.
- C. Each component shall be tagged to identify its location, instrument tag number, and function in the system. A permanent stainless steel or other non-corrosive material tag firmly attached and permanently and indelibly marked with the instrument tag number, as given in the tabulation, shall be provided on each piece of equipment in the PCIS. Identification shall be prominently displayed on the outside of the package.
- D. Equipment shall not be stored outdoors. Equipment shall be stored in dry permanent shelters, including in-line equipment, and shall be adequately protected against mechanical injury. If any apparatus has been damaged, such damage shall be repaired by the Contractor. If any apparatus has been subject to possible injury by water, it shall be thoroughly dried out and put through tests as directed by the Engineer. If such tests reveal defects, the equipment shall be replaced.

### 3.2 MANUFACTURER'S SERVICES

- A. Manufacturer's services shall be furnished for the following equipment:
  1. Vendor supplied equipment that contain programmable controllers, operator interfaces and/or instrumentation that requires site calibration.
  2. Ammonia Analyzers
  3. pH Analyzers
  4. ORP Analyzers
  5. Dissolved Oxygen Analyzers
  6. Open Channel Flow Meters
  7. Mass Flow Meters
  8. Turbidity Analyzers

9. TSS Analyzers
10. Gas Detectors

- B. The Contractor shall furnish the following manufacturer's services for the instrumentation listed below:
1. Perform bench calibration.
  2. Oversee installation.
  3. Verify installation of installed instruments.
  4. Certify installation and reconfirm manufacturer's accuracy statement.
  5. Oversee loop testing and pre-commissioning
  6. Train the Owner's personnel.

### 3.3 INSTALLATION

- A. Instrumentation shall be installed per the Instrument Installation Drawings that have been submitted and approved and per the requirements of Division 40. This includes all instrumentation for the I&C System, regardless of who the supplier is. Instrumentation shall be mounted so that it is easily accessible and viewable and such that it does not restrict access to other equipment. Mount instrumentation to pipe stands or wall mounts if they are not directly mounted or if the Contract Drawings indicate otherwise.
- B. The I&C System indicated throughout the design are diagrammatic and therefore locations of equipment are approximate. The exact locations and routing of wiring and cables shall be governed by structural conditions and physical interferences and by the location of electrical terminations on equipment. Equipment shall be located and installed so that it will be readily accessible for operation and maintenance. Where job conditions require reasonable changes in approximated locations and arrangements, or when the Owner exercises the right to require changes in location of equipment which do not impact material quantities or cause material rework, the Contractor shall make such changes without additional cost to the Owner.
- C. The I&C System is integrally connected to electrical, mechanical and structural systems. Coordinate with these other disciplines the installation of these related components. All conduit, cables and field wiring shall be as required by Division 26.
- D. Instruments, control panels and all other I&C System related equipment shall be anchored by methods that comply with seismic requirements applicable to the Site.
- E. Each existing instrument to be removed and reinstalled shall be cleaned, reconditioned, and recalibrated by an authorized service facility of the instrument manufacturer. The Contractor shall provide certification of this Work prior to reinstallation of each instrument.
- F. The Contract Documents show necessary conduit and instruments required to make a complete instrumentation system. The Contractor shall be responsible for providing any additional or different type connections as required by the instruments and specific installation requirements. Such additions and such changes, including the proposed method of installation, shall be submitted to the Engineer for approval prior to commencing that Work. Such changes shall not be a basis of claims for extra Work or delay.
- G. Instrumentation, control panels, wiring and all other I&C equipment shall be properly tagged and/or labeled per the requirements of Section 260553.

- H. Installation of the I&C System shall be according to the finalized Shop Drawings

### 3.4 FACTORY ACCEPTANCE TESTING (FAT)

- A. The IS shall arrange for the manufacturers of the equipment and fabricators of panels and cabinets supplied under this Section to allow the Engineer and Owner to inspect and witness the testing of the equipment at the site of fabrication. Equipment shall include the cabinets, special control systems, and other pertinent systems and devices. A minimum of 10 days notification shall be furnished to the Engineer prior to testing. No shipments shall be made without the Engineer's approval.
- B. For each FAT, the IS shall develop and submit a FAT Plan and Procedure Document within 10 days of the FAT. The FAT Plan and Procedure shall as a minimum shall have the following:
1. Descriptions of test methods to be performed during the FAT.
  2. FAT Schedule and Procedure
  3. FAT Checklists that allow for sign-off and comments for each test method and procedure.
- C. Control Panel Completion Test Methods: The following test methods should be performed during the FAT for each control panel:
1. Completed Shop Drawings: Demonstrate that the control panel has been built according to the shop drawings and that the shop drawings are accurate.
  2. Panel Layout: Demonstrate that the control panel has been laid out as designed and as required by Division 40.
  3. Power Distribution: Demonstrate all power distribution circuits, including but not limited to AC power circuits, UPS operation, signals and circuits and DC circuits.
  4. Control Circuits: Demonstrate the correct installation of each control circuit. Using a signal generator or multi-meter, show the correct operation of each input, output, relay, barrier, buttons, switches, or any other control device. Demonstrate the proper functionality of any hard-wired interlocks that may be associated with each control circuit.
  5. Panel Networking/Communications: If any form of communications is associated with the control panel, verify the proper operation of each communication port and link.
- D. Control Loop Test Methods: In order to demonstrate that the control panel will provide its function as intended, provide the following control loop test methods. If programming for the control panel is provided by others, coordinate with the programmer to have all programming completed and tested prior to the FAT. If needed, coordinate to have the programmer present for the FAT.
1. Alarm Functions: Verify and/or simulate each alarm condition associated with each control loop.
  2. Local Manual and Auto Functions: Verify and/or simulate each Local Manual and/or Auto function associated with each control loop.
  3. SCADA Manual and Auto Functions: Verify and/or simulate each SCADA Manual and/or Auto function associated with each control loop.
  4. Control Loop Interlocks: Demonstrate the functionality of any software interlocks that may be associated with each control loop.
- E. If the FAT does not pass and needs to be repeated, the IS shall be responsible for additional per diem costs incurred by the Engineer and Owner.
- F. All changes and/or corrections made during the FAT shall be noted on the checklists.

- G. Following completion and approval of all FAT, provide the finalized checklists to the Engineer and as part of the equipment shop drawings.

### 3.5 FIELD QUALITY CONTROL

- A. Allow for inspections by the Engineer and/or Owner of the I&C System at any time during the construction. Inspections shall be conducted to verify that the installation is per the requirements of the Contract Documents.

### 3.6 CALIBRATION

- A. Devices provided under Division 40 shall be calibrated according to the manufacturer's recommended procedures to verify operational readiness and ability to meet the indicated functional and tolerance requirements.
- B. Each instrument shall be calibrated at 0, 25, 50, 75, and 100 percent of span using test instruments to simulate inputs. The test instruments shall have accuracies traceable to National Institute of Standards and Testing.
- C. Instruments that have been bench-calibrated shall be examined in the field to determine whether any of the calibrations are in need of adjustment. Such adjustments, if required, shall be made only after consultation with the Engineer.
- D. Instruments which were not bench-calibrated shall be calibrated in the field to insure proper operation in accordance with the instrument loop diagrams or specification data sheets.
- E. Each analyzer system shall be calibrated and tested as a workable system after installation. Testing procedures shall be directed by the manufacturers' technical representatives. Samples and sample gases shall be furnished by the manufacturers.
- F. For each instrument calibration, provide a calibration sheet and update the corresponding TR20 Instrument Form with the new calibration data. The Calibration sheet shall include the following as a minimum:
  1. Date of calibration
  2. Project Name.
  3. Tag Number.
  4. Manufacturer, model and serial number.
  5. Calibration data including range, input, output and measurement at each calibration point.
  6. Space for comments.
  7. Space for sign-off by party performing calibration.
- G. A calibration and testing tag shall be attached to each piece of equipment or system at a location determined by the Engineer. The IS shall sign the tag when calibration is complete. The Engineer will sign the tag when the calibration and testing has been accepted.

### 3.7 LOOP TESTING

- A. Each control loop shall have been installed according to the finalized shop drawings. Prior to the commencement of loop testing, the following pre-requisites should have been met:
1. All associated equipment, conduit and wire has been permanently installed, terminated and inspected.
  2. All wiring has been properly pulled, terminated and labeled.
  3. Each wire has been tested with a point-to-point test.
  4. All control panels and electrical equipment have been checked out and tested as required by Division 26.
  5. All instrumentation has been appropriately installed and calibrated.
  6. Loop Test Forms for each loop to be tested have been created and will be available during the loop testing.
- B. Each loop test shall have a Loop Test Form prepared and ready prior to each loop test. The loop test form shall have the following:
1. Loop Number and Description
  2. Check-Off List with room for sign-off and dated by the IS, Programmer, and Owner's Witness as well as room for comments. The list of items to be checked off for each loop should include but is not limited to the following:
    - a. Each power distribution circuit.
    - b. Each control circuit.
    - c. Each alarm circuit.
    - d. Each PLC input/output point.
    - e. Each Local Manual, Local Auto, SCADA Manual & SCADA Auto function.
    - f. Each hard-wired and software interlock.
- C. Upon completion of the above pre-requisites for loop testing, the IS shall oversee and coordinate each loop test. The IS is responsible to be present for all loop testing, whether the equipment was supplied by the IS or not. The IS is responsible to have all responsible parties associated with each loop present. This includes but is not limited to manufacturer representatives, vendor technicians, electrical installers, mechanical installers, and programmer. The IS shall coordinate with the Owner and Engineer to allow for witnessing of loop testing as deemed necessary by the Owner and Engineer.
- D. Issues that arise during loop testing should be addressed and fixed immediately. If it is not feasible to immediately fix the issues, the loop testing should be re-scheduled as soon as possible to avoid delays. Any costs associated with re-testing and requiring all parties to return to the site shall in no way be incurred to the Owner.
- E. Following a successful loop test, the appropriate parties should sign and date the Loop Test Forms. All Forms shall be certified and submitted to the Engineer as part of the O&M Manuals.
- F. Following loop testing, in no way should any parts of the loop be modified. In no way shall any wiring be re-routed or re-terminated. If any such work occurs, all affected loops shall be re-tested at no expense to the Owner.

### 3.8 COMMISSIONING

- A. The IS shall oversee, coordinate and be present during all commissioning activities. The IS shall be responsible for obtaining the assistance of the Contractor and Subcontractors as may be required for commissioning activities.
- B. Commissioning shall commence after acceptance of wire test, calibration tests and loop tests, and inspections have demonstrated that the instrumentation and control system complies with Contract requirements. Pre-commissioning shall demonstrate proper operation of every system with process equipment operating over full operating ranges under conditions as closely resembling actual operating conditions as possible.
- C. Commissioning and test activities shall follow detailed test procedures and check lists accepted by the Engineer. Test data shall be acquired using equipment as required and shall be recorded on test forms accepted by the Engineer, which include calculated tolerance limits for each step. Completion of system commissioning and test activities shall be documented by a certified report, including test forms with test data entered, delivered to the Engineer with a clear and unequivocal statement that system commissioning and test requirements have been satisfied.
- D. Where feasible, system commissioning activities shall include the use of water to establish service conditions that simulate, to the greatest extent possible, normal final control element operating conditions in terms of applied process loads, operating ranges, and environmental conditions. Final control elements, control panels, and ancillary equipment shall be tested under startup and steady state operating conditions to verify that proper and stable control is achieved using motor control center and local field mounted control circuits. Hardwired and software control circuit interlocks and alarms shall be operational. The control of final control elements and ancillary equipment shall be tested using both manual and automatic (where provided) control circuits. The stable steady state operation of final control elements running under the control of field mounted automatic analog controllers or software based controllers shall be assured by adjusting the controllers as required to eliminate oscillatory final control element operation. The transient stability of final control elements operating under the control of field mounted, and software-based automatic analog controllers shall be verified by applying control signal disturbances, monitoring the amplitude and decay rate of control parameter oscillations (if any), and making necessary controller adjustments as required to eliminate excessive oscillatory amplitudes and decay rates.
- E. Electronic control stations incorporating proportional, integral or differential control circuits shall be optimally tuned, experimentally, by applying control signal disturbances and adjusting the gain, reset, or rate settings as required to achieve a proper response. Measured final control element variable position/speed setpoint settings shall be compared to measured final control element position/speed values at 0, 25, 50, 75, and 100 percent of span and the results checked against indicated accuracy tolerances.

### 3.9 TRAINING

- A. Provide training in accordance with Section 409000.
- B. Develop a Training Plan for the training requirements of Division 40 and submit it to the Engineer for approval. Coordinate with the Engineer and Owner the time and locations of each training session. Schedule the trainings for after the equipment has been pre-commissioned.



## SECTION 409443 – PROGRAMMABLE LOGIC CONTROLLERS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This section covers the programmable logic controllers (PLC) used for control and monitoring as indicated on the Contract Documents.
- B. Provide one full version of PLC programming software that is applicable to the PLC hardware being supplied for the project. Include auxiliary software (such as communications software, drivers, networking configuration software, etc.) that may be required for a complete and operable system.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Wiring diagrams showing connections to all devices; input and output (I/O), analog and discrete. The wiring diagrams shall indicate the I/O address point to be used in the PLC programs.
- C. Submit calculations that show the following:
  - 1. PLC Power Supply Budget
  - 2. Calculated number of I/O quantities required
  - 3. Estimated PLC memory usage

#### 1.3 QUALITY ASSURANCE

- A. Hardware and software to be furnished under this section shall be the product of firms regularly engaged in the design and manufacturing of this type of equipment. Manufacturer shall assume responsibility for, and guarantee performance of equipment furnished. However, this shall not be construed as relieving the Contractor from responsibility for the proper installation and functionality of the work.
- B. Examine the Contract Documents and verify that PLC equipment and software being provided is compatible with the requirements. Provide all necessary accessories to the PLC equipment for a complete and operable system.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver the PLC hardware and software as a complete system in accordance with Section 409000.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. PLCs shall be furnished with hardware and software necessary to monitor and control equipment, as listed in the specifications, and shown on the Plans.
- B. Each field input and output shown as an I/O Point shall be connected as per the manufacturers' recommendations.
- C. The Contractor shall provide the hardware, software, and installation necessary for connecting additional future equipment as indicated on the Plans. In addition to allocating for future I/O, each PLC shall be supplied with a minimum of 20% spare I/O of each type. In other words, the total I/O for each type shall be  $(\text{current I/O} + \text{future I/O}) * 120\%$ . Provide enough panel space to install up to 200% of future I/O modules and/or PLC racks/bases.
- D. The type of field input and output shall be defined as follows unless specified otherwise on the plans:
  - 1. Analog inputs and outputs: 4-20mA DC.
  - 2. Discrete inputs: I/O device shall be a dry contact, inputs shall be powered by the PLC at 24VDC (preferred) or 120VAC.
  - 3. Discrete outputs: Isolated dry contact outputs.
- E. All PLC I/O shall have I/O modules that are installed and wired at a UL508 Panel Shop. All I/O points shall be wired down to terminal blocks. In no way should field wiring go to any part of the PLC assembly.
- F. Vendor and Contractor supplied PLC's shall meet the requirements of this Section and of Division 40. Vendor supplied PLC's shall have a Factory Acceptance Test (FAT) performed by the Vendor as required by Section 409000. Contractor supplied PLC's shall have a FAT performed by the Contractor as required by Section 409000.
- G. The PLC shall be capable of handling online program modifications without taking the system offline or requiring a download.
- H. Acceptable Manufacturers
  - 1. Allen Bradley CompactLogix

### 2.2 PROCESSORS

- A. The PLC processor shall be a microprocessor based industrial controller with a temperature rating of 0 to 60 degrees C, and a humidity rating of 5 to 85% non-condensing, minimum.
- B. The processor's memory shall be sized according to the number of I/O points and amount of logic required for the application. As a minimum, the memory shall be at least 2 megabytes.
- C. The processor shall retain its memory and programming when power is removed.
- D. The processor shall have tag-based memory.

- E. Processors shall be CompactLogix L33ER.

## 2.3 PLC POWER SUPPLY

- A. The power supply shall provide power for the processor, and I/O modules. The power supply shall have built-in over voltage and under voltage detection circuitry, protection against overcurrent conditions, and automatic power-up sequence that enables outputs only when proper operating tolerances are reached. Power requirements shall be 24 VDC unless shown as otherwise on the Contract Documents.

## 2.4 COMMUNICATIONS NETWORKS

- A. Each PLC shall be equipped with network ports (and corresponding network modules if necessary) as shown on the Contract Drawings. Each PLC shall be equipped with an Ethernet port for connection to the Plant SCADA System.
- B. Ethernet ports shall be setup to communicate with the Allen-Bradley Ethernet/IP protocol.
- C. The PLC shall be programmable through the Ethernet port or through a USB port.

## 2.5 INPUT/OUTPUT MODULES

- A. Only I/O modules that have typical wiring diagrams shown in the Contract Drawings shall be allowed for each PLC.
- B. Analog I/O modules shall have a minimum of 12 bits of resolution and shall be setup as 4 to 20 mA signals unless indicated otherwise on the Contract Drawings. Analog inputs shall be setup to be connected to loop powered (2-wire) or self-powered (4-wire) signals. All analog inputs and outputs shall be protected by a fuse. 4 to 20 mA signals shall be protected by a 32mA fuse.
- C. Each discrete I/O module shall be fused (fuse body shall be equipped with a blown fuse indicator). Each discrete output module shall have interposing relays for each point with form C relay contacts. Indicator lights shall also be provided on each I/O point to indicate status of each signal. Each individual input or output point shall be optically isolated to protect the controller I/O circuitry from high voltage transients.

## 2.6 SPARE PARTS

- A. In addition to the spare parts requirements of Section 409000, provide the following:
  1. One spare processor for each type of PLC processor supplied for the project.
  2. One spare I/O card for every type of I/O card supplied for the project.
  3. One spare PLC power supply for every type supplied for the project.
  4. One spare network adapter for each type of network adapter supplied for the project.
  5. One spare base for rack style PLC's.

## PART 3 - EXECUTION

### 3.1 FACTORY ACCEPTANCE TESTING

- A. All PLC assemblies shall be built up in control panels and shall be part of a Factory Acceptance Test as required by Section 409000.

### 3.2 INSTALLATION

- A. The PLC assemblies shall be installed in control panels made specifically for the PLC. The control panel assembly and installation shall be as required by Section 409513.
- B. The PLC assemblies shall be installed in accordance with the manufacturer's installation guidelines and instructions.

### 3.3 TRAINING

- A. Provide training for the PLC hardware supplied for the project as required by Section 409000.

END OF SECTION 409443

## SECTION 409513 – PROCESS CONTROL PANELS AND HARDWARE

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This section includes the requirements for all control panels and associated hardware for the project. This includes, but is not limited to, vendor control panels, PLC panels, local control panels and instrumentation panels.
- B. Related Requirements:
  - 1. The requirements of Division 26 shall apply to this section.

#### 1.2 ACTION SUBMITTALS

- A. Submit the Control Panels Submittal as required by Section 409000.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Submit the operation and maintenance data, including record control panel drawings for all control panels as required by Section 409000.

#### 1.4 QUALITY ASSURANCE

- A. Referenced Standards:
  - 1. National Electric Code (NEC).
  - 2. American Society for Testing and Materials (ASTM).
  - 3. Joint Industrial Council (JIC).
  - 4. National Electrical Manufacturers Association (NEMA):
    - a. ICS 4, Terminal Blocks for Industrial Use.
    - b. ICS 6, Enclosures for Industrial Controls and Systems.
    - c. 250, Enclosures for Electrical Equipment (1000 V Maximum).
  - 5. Underwriters Laboratories Inc. (UL):
    - a. 50, Enclosures for Electrical Equipment.
    - b. 508, Industrial Control Equipment.
    - c. 508A, Standard for Industrial Control Panels.
- B. Hardware to be furnished under this section shall be the product of firms regularly engaged in the design and manufacturing of this type of equipment. Manufacturer shall assume responsibility for, and guarantee performance of equipment furnished. All panels shall be assembled in and labeled by a listed UL 508A panel shop. However, this shall not be construed as relieving the Contractor from responsibility for the proper installation and functionality of the work.

- C. Examine the Contract Documents and verify that control panel hardware being provided is compatible with the requirements. Provide all necessary accessories to the control panels for a complete and operable system.
- D. The Contractor shall not place any conduit feeds for any control panel until the Control Panel Submittal has been approved. Once approved, conduits shall be placed strategically to best suit the layout of the control panel. Power entry and separation of power, controls and signal shall be considered.
- E. All painted control panels shall have matching paint colors and tones.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver the control panel hardware as required by Section 409000.

### PART 2 - PRODUCTS

#### 2.1 GENERAL

- A. All control panels shall have an overall NEMA rating suitable for withstanding the mechanical, electrical, thermal stresses, humidity, and corrosion that the panel will be subjected to in its installed location.
- B. The following rules shall be followed when determining the NEMA rating requirement for each control panel:
  1. NEMA 1, 3 & 3R shall not be allowed for control panels.
  2. NEMA 4 shall be utilized for outdoor or wet locations in non-corrosive, unclassified areas. NEMA 4 control panels shall be painted steel.
  3. NEMA 4X shall be utilized in corrosive, unclassified areas. NEMA 4X enclosures shall be 316SS except for the following exceptions with which the enclosure shall be polycarbonate or fiberglass reinforced polyester (FRP):
    - a. Chemical areas or rooms.
    - b. Locations where stainless steel is incompatible.
    - c. Where specifically noted on the Contract Drawings.
  4. NEMA 7 shall be utilized for classified areas as required by NEC. NEMA 7 enclosures shall be constructed of cast aluminum.
  5. NEMA 12 shall be utilized in dry, non-corrosive, unclassified areas. NEMA 12 control panels shall be painted steel.
- C. Each source of foreign voltage shall be isolated by providing disconnecting or pull-apart terminal blocks or a disconnect operable from the control panel front. Each control panel shall be provided with identified terminal strips for the connection of external conductors. The SUPPLIER shall provide sufficient terminal blocks to connect 30 percent additional conductors for future use.
- D. PLC Discrete outputs from the control panel shall be provided by electrically-isolated contacts rated for 10 amps at 120 VAC. Analog inputs and outputs shall be isolated 4 to 20 mA, 2 wire signals with power supply.

- E. Control panel mounted devices shall be mounted a minimum of 3-feet above finished floor elevation. Touchscreens shall be mounted at a height of 66" from the finished floor to the center of the touchscreen. All control panels will be situated on housekeeping pads, this is not considered the finished floor elevation.

## 2.2 ENCLOSURES

- A. Enclosures shall be either freestanding, pedestal-mounted or equipment skid-mounted, as indicated. Internal control components shall be mounted on an internal back-panel or side-panel as required.
- B. Enclosure dimensions indicated on the Contract Drawings are based upon non-certified information and shall be considered the minimum panel size. It is the responsibility of the Contractor to design the size of all control panels. When sizing the control panels, adhere to the following criteria:
  1. Maximum panel depth is 24". If there are special reasons for a deeper enclosure, approval must first be obtained from the Engineer.
  2. The panel size shall provide space for all equipment, wire-ducts, wire, terminations, and space for future expansion.
  3. If the panel size needs to be enlarged, coordinate with the installing Contractor that there is adequate space for the larger size. If there is not space, coordinate with the Engineer to come up with a solution.
- C. Materials
  1. Steel panel section faces shall be 12-gauge minimum thickness for free standing panels and 14-gauge minimum thickness for wall-mounted or pedestal-mounted panels. Materials shall be selected for levelness and smoothness.
  2. Structural shapes and strap steel shall comply with ASTM A 283 - Low and Intermediate Tensile Strength Carbon Steel Plates, Grade C.
  3. Bolting Material: For outdoor, wet or corrosive areas, all bolting materials shall be 316SS. In dry, non-corrosive locations, carbon steel may be used. Commercial quality bolts, nuts, and washers shall be 1/2-inch diameter with UNC threads. Carriage bolts shall be used for attaching end plates. Other bolts shall be hex end machine bolts. Nuts shall be hot pressed hex, American Standard, heavy. Standard wrought washers shall be used for foundation bolts and attachments to building structures. Other bolted joints shall have SAE standard lock washers.
  4. Control panels shall be structurally designed such that the completed and installed control panels shall safely withstand seismic requirements for the project. All equipment mounted within the panel shall be properly braced to prevent damage during a seismic event.
- D. Acceptable Manufacturers
  1. Hoffman.
  2. Saginaw.
  3. Or Approved Equal.

## 2.3 CONTROL PANEL ASSEMBLY

- A. General

1. The following requirements must be met when mounting to the back panels or side panels of the control panel:
    - a. Holes shall be drilled and tapped with less than 50% diminishment in thread.
    - b. Backpan shall be cleaned front and back after any drilling and tapping.
    - c. Tek Screws are not acceptable.
    - d. Any component mounted to a back panel or side panel shall be mounted at an exact square to the vertical and horizontal planes.
    - e. Any duct running between back panels and side panels shall align horizontally with no overlaps.
    - f. All DIN rail mounted to the panels shall have ½” stand-offs allowing for wires and other equipment to be routed beneath the rail if necessary.
  2. Enclosure doors shall be flush fitting, gasketed, and be of the hinged lift-off type with lockable door handles. A common key shall be provided for the doors on each panel assembly. Removable access panels shall be provided with dished handle fasteners. Screw driver 1/4 turn or Dzus type fasteners are not acceptable.
    - a. The flanged edges of panels shall be straight and smooth. Corners shall be welded and ground smooth.
    - b. The face of the panel shall be true and level after flanging.
    - c. Panel cutouts and holes may be cut or drilled by any standard method that does not cause deformation. Burrs shall be ground smooth.
    - d. Adjacent panels shall assemble with faces flush. Gaps or cracks shall not be visible from the front of the assembled instrument board.
    - e. Panels shall be self-supporting.
  3. Control panels that are supplied with three phase power and/or are powering motor loads shall be supplied with a main feeder disconnect that is door operated. The door operator for the disconnect shall be defeat-able with a screwdriver. If the upstream overcurrent protection device feeding the control panel is not in the same room as the control panel, provide a main circuit breaker as part of the main disconnect assembly. Fused disconnects shall not be used unless specifically shown on the Contract Drawings.
- B. Preparation of Bare Metal Panel Surfaces
1. Grind high spots, burrs, and rough spots.
  2. Sand or sandblast to a smooth, clean, bright finish.
  3. Every trace of oil shall be removed with a solvent.
  4. Apply the first coat of primer immediately.
- C. Panel Finishing
1. Repair damaged primer on inside surfaces.
  2. Apply primer to the entire panel surface.
  3. Apply 2 coats of satin finish lacquer enamel over the entire surface.
  4. Colors shall match original paint color.
- D. Instrument Finishing: The final coat applied to painted surfaces of instrument cases, doors, or bezels which are visible from the front of panels shall be manufacturer's standard unless otherwise indicated. Black japan or "crinkle" finishes on instrument cases are not acceptable.
- E. Mounting of Instruments

1. The panel shop shall provide cutouts and shall mount instrument items indicated to be panel mounted, including any instruments indicated to be furnished by other vendors but installed in the panel.
2. The panel shop shall also mount behind the panels other instrument accessory items as required.
3. Equipment mounted at the rear of panel shall be installed to allow for commissioning adjustments, servicing requirements, and cover removal
4. Spare space shall be kept clear of wiring, etc., to give maximum space for future additions.
5. All equipment mounted with fasteners shall be mounted with grade 5 or greater Phillips head fasteners.

F. Electrical Requirements

1. Each panel shall be serialized with its own UL serial number and label.
2. Each terminal block shall have a printed label as shown on the panel drawings. Hand written labels in any location of the panel will not be accepted. Wiring shall be identified with printed tubular wire end markers.
3. Back panels and side panels shall have visible machine printed adhesive labels that detail the following items:
  - a. Terminal block torque ratings for field connections.
  - b. Terminal block sections as detailed in the panel drawings.
  - c. All equipment within the panel including, but not limited to, PLCs, switches, circuit breakers, UPS, Power Supplies, and any other piece of equipment.
4. Screw torque shall not exceed 0.4 N\*M (4.4 Lb\*In) (7 Lb-In).
5. Wire duct for AC signals and wiring shall be light grey. All duct for DC signals shall be white. Wiring for AC circuits and DC circuits must be kept within their respective ducts.
6. Freestanding panels shall be provided with switched lighting as indicated in the panel drawings.
7. Freestanding panels shall be provided with a 15-amp, 120-volt, service outlet circuit within the back-of-panel area as shown in the panel drawings.
8. Wall-mounted or pedestal-mounted panels shall be sized to adequately dissipate heat generated by equipment mounted in or on the panel.
9. Outdoor panels shall be provided with thermostatically controlled heaters to maintain inside temperatures between above 40°F.
10. Any panel with heat producing equipment such as a PLC, UPS or VFD shall have cooling capabilities to maintain the inside temperature below 104°F.
11. All outdoor panels equipped with heating and/or cooling shall be insulated with a minimum R value of 2.0.
12. Provide a laminated fuse list matrix detailing fuse numbers and sizes mounted on the inside of the enclosure door. The fuse list matrix must be easily visible and at minimum size 14 font. Hand-written fuse matrices will not be accepted. See panel drawings approximate locations.
13. Provide a pocket mount on the inside of each panel door large enough to hold type 8.5 x 11 size paper. See panel drawings for approximate locations. Pockets must be accessible with no equipment obstructing the entrance of the pocket for at least ten inches above the pocket. The pocket mount shall be fastened. No adhesive type pockets allowed.
14. Where required crimped fork or ring terminals will be properly installed on the conductors for connection integrity.
15. Signal and Control Circuit Wiring
  - a. Wire type and sizes: Conductors shall be flexible stranded tin machine tool wire, UL 1015 listed Type MTW, and shall be rated 600 volts. Wires for instrument signal

- circuits and alarm input circuits shall be 14 AWG. Other wires, including shielded cables, shall be 16 AWG minimum.
- b. Wire Insulation Colors: Conductors supplying 120 VAC power on the line side of a disconnecting switch shall have a black insulation for the ungrounded conductor. Grounded circuit conductors shall have white insulation. Insulation for ungrounded 120 VAC control circuit conductors shall be red. Wires energized by a voltage source external to the control panel shall have yellow insulation. Insulation for DC conductors shall be blue.
  - c. Wire Marking: Wire numbers shall be marked using white numbered wire markers made from plastic-coated cloth, Brady Type B 500 or equal, or shall be heat shrink plastic. Wire labels must be machine printed. All conductors within the control panel are to be permanently marked with wire labels at each end. Wire labels are to correspond to the labels on the approved shop drawings.
  - d. For case grounding, panels shall be provided with a ground lug complete with solderless connector for one no. 1 AWG bare stranded copper cable.
  - e. Panel doors shall be connected to panel ground.
  - f. Wire Fastening: Provision shall be made utilizing cable tie bases such as type CTM1 or equivalent, fastened inside the wire duct to allow for the fastening of the shop wire harnesses upon final installation.
16. Power Supply Wiring
    - a. Unless otherwise indicated, control power shall be 120-VAC. Where the electrical power supply to the control panel is something other than 120-VAC, the control panel shall be provided with a control panel transformer. Control conductors shall be provided in accordance with the indicated requirements.
    - b. At a location near the top of the panel (or bottom), the panel fabricator shall provide terminal box connections for the main power supply entry.
  17. Signal Wiring
    - a. Signal wire shall be shielded twisted pair or triads. Cable shall be 18 AWG copper signal wires.
    - b. Color code for instrument signal wiring shall be as follows:
      - 1) Positive (+) – Red or Clear
      - 2) Negative (-) – Black
    - c. Multiconductor cables where indicated shall consist of no. 16 AWG copper signal wires twisted in pairs with 90-C, 600 V fault insulation. A copper drain wire shall be provided for the bundle with a wrap of aluminum polyester shield. The overall bundle jacket shall be PVC.
    - d. RTD cabling shall be Belden 8770 cabling or equal.
    - e. Multi-conductor cables, wireways, and conduit shall be sized to allow for 25 percent spare signal wire.
  18. Wiring run to control devices on the front panels shall be tied together at short intervals with nylon wire ties and be secured to the inside face of the panel using adhesive mounts.
  19. Wiring to rear terminals on panel-mount instruments shall be in plastic wireways secured to horizontal brackets above or below the instruments in about the same plane as the rear of the instruments.
- G. Labor and Workmanship: Panels shall be fabricated, piped, and wired by fully qualified workmen who are properly trained, experienced, and supervised.

## 2.4 CONTROL PANEL COMPONENTS

### A. Nameplates and labels

1. All control components within the control panel shall be labeled with adhesive labels that have a thermal transfer type ink system on a UL-508A approved label. Labels shall be provided for marking wire ducts, terminal block sections, PLC modules, networking modules, signal isolators, intrinsic barriers, relays, breakers, power supplies, surge suppressors and all other pertinent components within the control panel.
2. All components on the exterior of the control panel shall have nameplates fabricated from black-letter, white-face laminated plastic engraving stock, Rowmark Ultramatte or equal. Engraved characters shall be block style with no characters smaller than 1/8 inch. Adhesive shall be high strength, low profile double strength, double sided as produced by Bron or Tessa or approved equal. Stainless steel fasteners shall be used in addition to the adhesive on all equipment where the fasteners do not derate the NEMA rating of the enclosure.

### B. Pilot Devices

1. Provide pilot devices from a single manufacturer.
2. Pilot devices shall have NEMA ratings that match the overall control panel rating. They shall be 30mm in diameter and heavy duty.
3. All pilot devices shall have an associated nameplate that clearly describes the function of the device.
4. Pilot lights shall be LED and shall have colors as follows:
  - a. The Contract Drawings shall take precedence for light colors. Refer to the P&ID's and schematics.
  - b. On/Running/Opened: Green.
  - c. Off/Stopped/Closed: Red.
  - d. Power: White.
  - e. Alarm/Fail: Red.
5. Acceptable Manufacturers
  - a. Square D Types K (for NEMA 4 or 12) or Types SK (NEMA 4X).
  - b. Allen-Bradley Types 800T (NEMA 4/12) or Types 800H (NEMA 4X, 7).
  - c. Or Approved Equal.

### C. Door Mounted Meters

1. Digital Process Meters
  - a. Provide digital process meters to display a numeric process value as required by the Contract Drawings.
  - b. The meter shall accept and re-transmit an analog input signal which is in proportion with the process value. The meter shall be capable of receiving the following signals:
    - 1) 0 or 4 to 20 mA current.
    - 2) 0 to 5 or 10 DC volts.
    - 3) RTD and Thermocouple type inputs.
  - c. The meter shall be programmable to scale the numeric display to process engineering units. It shall be capable of showing up to three decimal points.
  - d. The meter shall be capable of powering the input and re-transmitted signal.
  - e. Acceptable Manufacturers:
    - 1) Precision Digital Trident Series.

- 2) Red Lion PAX Series.
  - 3) Or Approved Equal.
2. Elapsed Time Meters (ETM)
- a. Provide ETM's for each motor and/or machine provided for the project. Each ETM shall accumulate hours in tenths of an hour.
  - b. The ETM enclosure shall be panel mount, polycarbonate, shock resistant and totally sealed.
  - c. Acceptable Manufacturers:
    - 1) Hobbs 20000 Series.
    - 2) Or Approved Equal.

D. Terminal Blocks

1. Terminal blocks shall mount on standard DIN rail, and be of the size required for conductors therein. A minimum of 25 percent spares shall be provided in each terminal box. No more than 2 conductors shall be allowed per termination. Jumper bar assemblies shall be installed for interconnecting terminal blocks, distributing power and signal commons. Terminal blocks shall be U.L. rated for 600 Volts, and 30 Amps, minimum.
2. Grounding terminal blocks shall be provided for instrumentation cable shields. The terminal blocks shall have distinctive 2-color bodies yellow and green, and shall be mounted to the DIN rail with metal screw down type clamps, providing a positive ground connection. One grounding terminal block shall be installed for every 2 instrument cables terminated. Grounding terminal blocks shall be U.L. rated for 600 Volts, and 20 Amps, minimum.
3. Terminal blocks shall be available in a variety of colors, including red, green, blue, gray, black, yellow, and orange.
4. DIN mount fuse holders shall have blown fuse indicators for DC and AC circuits. Fuse holders shall be of the compression clamp type. Fuse holders shall be U.L. listed, and rated for 600 Volts. Fuse sizes shall not exceed the U.L. current rating for the fuse holders.
5. Terminal blocks for 4 to 20 milliamp signals shall have knife disconnect switches, and accessible test points for testing and measurement of current loop signals, without the need for removing wire terminations.
6. Approved Manufacturers
  - a. Phoenix Contact UT Series.
  - b. Allen-Bradley 1492 Series.
  - c. Or Approved Equal.

E. DIN Rail

1. DIN rail shall be pre-punched, RoHS compliant, treated with galvanic zinc plating and passivation. Symmetrical DIN rail shall be 35 mm X 15 mm.
2. Acceptable Manufacturers
  - a. Iboco Omega 3AF.
  - b. Or Approved Equal.

F. Wire Ducts

1. Wire ducts shall have narrow slots (approximately every ½") to accommodate high-density terminal blocks and other hardware.
2. Wire ducts shall be made of lead-free PVC, shall be UL rated for continuous use up to 122°F, and shall be flame retardant.

3. Wire duct colors shall be as follows:
  - a. Light grey for all wiring 120V and higher.
  - b. White for all wiring 48V and lower.
  - c. Blue for all intrinsically safe wiring.
4. Acceptable Manufacturers
  - a. Panduit Type F Series.
  - b. Or Approved Equal.

#### G. Surge Protection Devices

1. Provide a Surge Protection Device (SPD) for power feeds which feed power to the control panel.
2. Each SPD shall have a short circuit current rating that exceeds the rating of the power feed that it is protecting.
3. All SPD's shall be properly grounded to the ground grid per NEC and per the SPD manufacturer's recommendations.
4. Three phase power feeds and single-phase power feeds for non-sensitive loads.
  - a. Provide a parallel, DIN rail mountable, SPD whose location is immediately downstream of the main panel disconnect or circuit breaker.
  - b. Capable of handling a 10kA surge current.
  - c. Acceptable Manufacturers
    - 1) Transtector 12R Series.
    - 2) Or Approved Equal.
5. Single phase power feeds for control panels with sensitive electronics
  - a. Provide an inline, DIN rail mountable, SPD that also provides EMI filtering.
  - b. The SPD shall be capable of handling a 10kA surge current.
  - c. The inline SPD shall have a set of dry contacts that indicate when the unit is healthy and operating correctly.
  - d. Acceptable Manufacturers
    - 1) Phoenix Contact SFP Series.
    - 2) Or Approved Equal.
6. Low Voltage Signals
  - a. Provide surge protection for low-voltage signals where shown on the Contract Drawings.
  - b. Acceptable Manufacturers
    - 1) Phoenix Contact Termitrab.
    - 2) Or Approved Equal.
7. Coaxial Transmission Lines
  - a. For radio type systems, provide surge/lightning protection for all coaxial lines leaving the control panel.
  - b. Surge/lightning protectors shall be rated for the frequency at which signals are to be transmitted on the cabling.
  - c. Acceptable manufacturers
    - 1) Polyphaser.
    - 2) Or Approved Equal.

#### H. Circuit Breakers

1. Circuit breakers shall meet the requirements of Section 262816.
2. Provide a main circuit breaker with panel disconnect if required as described in 2.3.A.
3. All control panels fed by 120VAC shall have a main DIN rail mounted circuit breaker.

4. The following types of loads shall be individually fed by circuit breakers:
  - a. Panel mounted receptacles.
  - b. UPS equipment.
  - c. DC Power Supplies.
5. Circuit breakers shall be sized according to the loads they are powering.
6. Acceptable Manufacturers
  - a. Square D.
  - b. Cutler Hammer.
  - c. Or Approved Equal.

#### I. Uninterruptible Power Supplies (UPS)

1. UPS equipment intended to be installed in control panels shall meet the following criteria:
  - a. The UPS shall be UL listed and shall maintain the UL listing of the control panel.
  - b. The UPS shall be properly mounted to withstand vibration and seismic requirements for the project.
  - c. The UPS shall be sized for 200% of the calculated panel load.
  - d. The UPS shall have a minimum backup time of 15 minutes unless specifically stated as otherwise on the Contract Drawings.
  - e. For PLC panels, the UPS shall be equipped with dry contacts for monitoring the UPS for any alarm conditions and low battery.
2. Where specifically shown on the Contract Drawings, an industrial DC UPS may be used as backup power for the control panel. This will typically be the case where all critical loads are at 24VDC.
3. Unless indicated as otherwise on the Contract Drawings, the UPS equipment shall be the line-interactive type and operate at 120VAC.
4. UPS equipment shall provide surge, EMI
5. Acceptable Manufacturers
  - a. Phoenix Contact.
  - b. Sola.

#### J. Power Supplies

1. Provide 24VDC Power Supplies or other DC voltages as required for the application.
2. All power supplies shall be oversized for a minimum 150% of the calculated load.
3. All power supplies shall be properly protected by a DIN rail mount circuit breaker whose trip rating is per the manufacturer's recommendation.
4. All power supplies shall have a set of dry contacts that indicate when the power supply is operating normally.
5. Where shown on the Contract Drawings, provide redundant power supplies and corresponding diodes.
6. Power supplies shall meet the following criteria:
  - a. Input Voltage: 100 to 240VAC.
  - b. Output Voltage:  $\pm 1\%$  of rated output.
  - c. Operating Temperature: 0°C to 60°C.
  - d. Built in transient surge protection.
  - e. DIN rail mountable, metal housing.
7. Acceptable Manufacturers
  - a. Phoenix Contact Quint 4 Series.
  - b. Or Approved Equal.

#### K. Signal Isolators/Converters

1. Furnish signal isolators as required that optically isolate the input signal from the output signal. If output signal is to be a different type of signal than the output than the isolator shall convert the signal as required.
2. Isolators output shall be adjustable for zero and span.
3. If input signal is part of a Hart system, the isolator shall be made specifically to pass on the Hart signal.
4. Acceptable Manufacturers
  - a. Phoenix Contact.
  - b. Action Instruments.
  - c. Or Approved Equal.

#### L. Intrinsically Safe Barriers

1. Provide intrinsically safe barriers wherever analog or discrete input signals are coming from classified areas.
2. Intrinsically safe barriers shall be located in their own enclosure whose assembly is UL rated. Install the barriers and field wiring as per the requirements of NEC and the manufacturer's installation guidelines.
3. If input signal is part of a Hart system, the isolator shall be made specifically to pass on the Hart signal.
4. Acceptable Manufacturers
  - a. Phoenix Contact.
  - b. Pepperl Fuchs.
  - c. Or Approved Equal.

#### M. Relays

1. Provide relays whose contact ratings are sized according to the load requirements and size of the protection device associated with the circuit in which the contacts are wired. As a minimum contact ratings shall be 10A resistive up to 250VAC.
2. Provide relays whose coil voltage is as required by the application.
3. Relays with DC rated coils shall have a freewheel diode installed across the coil.
4. Relays with AC rated coils shall have a surge suppressor installed across the coil.
5. Relays shall have bases with relays which plug into the base. Bases shall have screw-type connections.
6. Relays shall have an LED indicating when the relay is coil is energized.
7. Provide enough relay contacts for each relay as required by the application. If the number of contacts required exceeds the number of contacts on the relay, provide additional relay(s) to provide enough sets of contacts.
8. Acceptable Manufacturers
  - a. Idec R Series.
  - b. Allen-Bradley 700H Series.
  - c. Or Approved Equal.

#### N. Time Delay Relays

1. Provide time delay relays to control on and off delay times as required by the application.
2. Time delay relays shall meet the requirements of relays as listed above with the following additional requirements:

- a. Time delay shall be adjustable from 0.1 seconds to 600 hours.
    - b. Timers shall be multi-function and shall be capable of providing on-delay, off-delay, cycle timing and one-shot type timing control.
  - 3. Acceptable Manufacturers
    - a. Idec RTE Series.
    - b. Phoenix Contact ETD Series.
    - c. Or Approved Equal.
- O. Ethernet Switches
- 1. Provide industrial Ethernet switches as shown on the Contract Drawings. Switches shall meet the following minimum requirements:
    - a. 5 Copper RJ45 Port 10/100Mbps auto-negotiating
    - b. Operating temperature: 32 to 140 Degrees F
    - c. Complies with IEEE 802.3
    - d. 24VDC Power Supply
  - 2. Acceptable Manufacturers
    - a. Phoenix.
    - b. N-Tron.
    - c. Moxa.
    - d. Cisco.
- P. 900MHz Radio System
- 1. Provide Freewave Zumlink 900 MHz unlicensed radios (part number Z9-PE) as shown on the Contract Drawings. The radio shall accept 24VDC power and shall be mounted in the control panel with the Freewave DIN rail mounting bracket.
  - 2. Provide for each radio a new coaxial jumper (LMR240 or equal) and new lightning arrester (Polyphaser). The Contractor shall assume that the existing coaxial cable from the lightning arrester to the antenna shall be reused. However, the Contractor shall inspect and test the cable to verify.
  - 3. Provide and install new 900MHz Yagi antennas (SCADA TY-900) for each radio.
- Q. Cellular Remote Access Modem
- 1. Provide Peplink Max BR1 Mini cellular modems (part number MAX-ZBR1-MINI-LTE-U-S-T) as shown on the Contract Drawings. The modem shall accept 24VDC power and shall be mounted in the control panel.
  - 2. Provide for each modem a new coaxial jumper (LMR240 or equal) and new lightning arrester (Polyphaser). Install a new coaxial cable (LMR600 or equal) from the lightning arrester to a new omnidirectional antenna. It is assumed that the omnidirectional antenna may be installed atop the existing control panel and not on the existing antenna mast.
- R. Panel HVAC Components
- 1. Provide heating, ventilation, and air conditioning, devices in order to maintain all components within the control panel within the acceptable range as specified in Section 409000.
  - 2. HVAC equipment shall maintain the required NEMA rating for the control panel assembly.
  - 3. Externally mounted HVAC equipment (such as air-to-air exchangers or air conditioners) shall be housed in an enclosure whose material matches the material of the control panel. Where in corrosive environments, all components that will come in contact with outside air shall be corrosion resistant for that environment.

4. All HVAC equipment shall be UL rated. For equipment mounted on the control panel, the equipment shall have a corresponding NEMA rating.
5. Provide power as required for the HVAC equipment. HVAC loads shall be included in feeder and control power transformer sizing calculations.
6. Panel Heating
  - a. Heating shall be provided when ambient temperatures are expected to fall below the allowed range as specified in Section 409000. As a minimum, heating shall be sized to keep the panel temperature at or above 50°F.
  - b. Except for small anti-condensation heaters, heating equipment shall have fans which distribute the heat throughout the enclosure. Heaters shall be installed according to the manufacturer's installation instructions. Provide enough space between the heating equipment and other components such that the other components do not experience abnormally high temperatures.
  - c. Provide anti-condensation heaters for all outdoor enclosures which house electronics, instrumentation and/or motor controllers.
  - d. All heaters shall be thermostatically controlled by a DIN rail mounted thermostat.
  - e. Acceptable Manufacturers
    - 1) Hoffman.
    - 2) Or Approved Equal.
7. Panel Ventilation
  - a. Where ventilation is determined to maintain the control panel's maximum temperature as required by Section 409000, the following requirements shall be adhered to:
    - 1) Ventilation shall maintain the required NEMA rating for the control panel assembly.
    - 2) For indoor, non-corrosive locations (panels with NEMA 12 ratings), conventional ventilation with fans and vents may be used.
    - 3) For corrosive or outdoor locations, side or top mounted air-to-air heat exchangers shall be used.
  - b. The fan(s) and corresponding vents or air-to-air heat exchangers shall be properly sized and located to move enough air through the panel to remove the generated heat as well as allow air flow across all heat generating equipment.
  - c. All ventilation shall be thermostatically controlled by a DIN rail mounted thermostat.
  - d. Acceptable Manufacturers
    - 1) Hoffman.
    - 2) Pfannenberg.
    - 3) Or Approved Equal.
8. Panel Air Conditioning
  - a. Where it is deemed necessary to air condition a control panel to maintain the control panel's maximum temperature as required by Section 409000, the following requirements shall be adhered to:
    - 1) Air conditioners shall be side or top mounted and shall be sized based upon the heat generated within the control panel, the maximum outside air temperature, and the amount of sunlight the control panel may be exposed to. Air conditioners shall be oversized by a safety factor of 25%.
    - 2) Air conditioners shall be thermostatically controlled by a DIN rail mounted thermostat. In addition, the air conditioner shall turn off if the panel door(s) are not closed.
  - b. Acceptable Manufacturers
    - 1) Hoffman.

- 2) Pfannenberg.
- 3) Thermal Edge.
- 4) Kooltronics.

### PART 3 - EXECUTION

#### 3.1 FACTORY ACCEPTANCE TESTING

- A. All control panels shall be factory acceptance tested (FAT) as required by Section 409000.

#### 3.2 INSTALLATION

- A. All control panels shall be installed according to the requirements of Section 409000.
- B. All control panels shall be installed so that their surfaces are plumb and level.
- C. All control panels shall be properly mounted so as to withstand the seismic requirements for the Site. Anchor panels securely to the wall or floor at each corner as a minimum.
- D. Control panels shall have been designed according to locations for conduit entry. Floor mounted panels in electrical rooms shall have cutouts in the bottom of the enclosure that were cutout by the panel shop. All conduit holes shall be cut in the field.
- E. Field wiring
  1. Wires that are terminated in control panels after permanent panel installation are deemed as field wires. Field wiring shall be installed in the allocated wire ducts and shall be properly labeled and terminated.
  2. All field wires shall be long enough to reach each corner of the enclosure. Neatly coil up extra wire length at the bottom of the enclosure. Do not use the wire ducts for storing extra wire length.

#### 3.3 FIELD QUALITY CONTROL

- A. Refer to Section 409000.

END OF SECTION 409513

**APPENDIX B-CONSTRUCTION PLANS**  
(Reduced Scale)

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SCHEMATIC LINETYPES	
	ELECTRICAL BUS
	EXISTING OR FUTURE MANUFACTURER/SHOP WIRE
	EXISTING OR FUTURE ELECTRICAL BUS
	FIELD/CONTRACTOR INSTALLED WIRE
	MANUFACTURER/SHOP WIRE TYPICALLY INSTALLED OFF-SITE
	EXISTING OR FUTURE FIELD/CONTRACTOR INSTALLED WIRE

SCHEMATIC SYMBOLS	
	DEVICE CONNECTION LUG OR TERMINAL
	SCHEMATIC POINT OF CONNECTION
	POWER STABS BUS CONNECTION
	POWER STABS LOAD CONNECTION
<b>CIRCUIT BREAKER</b>	
	100AF ← FRAME SIZE
	50AT ← TRIP RATING
	MCP ← BREAKER TYPE
<b>DISCONNECT</b>	
	30A ← AMPERE RATING
	04X ← NEMA RATING
<b>FUSE</b>	
	30A ← AMPERE RATING
	04X ← NEMA RATING
<b>FUSED DISCONNECT</b>	
	30A ← AMPERE RATING
	04X ← NEMA RATING
<b>TRANSFORMER</b>	
	100:5 ← CT TURNS RATIO
	3 ← NUMBER OF CT'S
<b>POTENTIAL TRANSFORMER</b>	
	480:120 ← PT VOLTAGE RATIO
	3 ← NUMBER OF PT'S
<b>METERING EQUIPMENT</b>	
	METER TYPE DESIGNATION
AM	= AMMETER
SSM	= SOLID STATE METER
UM	= UTILITY METER
VM	= VOLTMETER
WHM	= WATT HOUR METER
WM	= WATT METER
<b>GENERATOR</b>	
	GENERATOR
<b>MANUAL OR AUTOMATIC TRANSFER SWITCH</b>	
	600A ← AMPERE RATING
	3R ← NEMA RATING
<b>TRANSIENT VOLTAGE SURGE SUPPRESSOR</b>	
	TVSS ← TVSS CLASSIFICATION
	CLASS C ← TVSS CLASSIFICATION
<b>MOTOR OVERLOAD RELAY</b>	
	MOTOR OVERLOAD RELAY
<b>FULL VOLTAGE NON-REVERSING STARTER (FVNR)</b>	
	NEMA ← STARTER TYPE AND SIZE
	1 ← STARTER TYPE AND SIZE
<b>FULL VOLTAGE REVERSING STARTER (FVR)</b>	
	NEMA ← STARTER TYPE AND SIZE
	1 ← STARTER TYPE AND SIZE
<b>TWO-SPEED STARTER</b>	
	NEMA ← STARTER TYPE AND SIZE
	1 ← STARTER TYPE AND SIZE
	HF HARMONIC FILTER
	LR LOAD REACTOR
	VFD VARIABLE FREQUENCY DRIVE
	RVSS REDUCED VOLTAGE SOFT STARTER
	MOTOR, NUMBER DESIGNATES NEMA HORSEPOWER SIZE
	MOTOR STARTER, CONTACTOR, RELAY OR TIMER COIL
	NORMALLY OPEN CONTACT
	NORMALLY CLOSED CONTACT
	SOLENOID VALVE
	EQUIPMENT PROGRAMMING CONSOLE
	2 POSITION SELECTOR SWITCH POSITION LEGEND: X=CLOSED O=OPEN
	3 POSITION SELECTOR SWITCH SWITCH HAND - OFF - AUTO POSITION LEGEND: X=CLOSED O=OPEN
	3 POSITION SELECTOR SWITCH OPEN - CLOSE - AUTO POSITION LEGEND: X=CLOSED O=OPEN
	3 POSITION SELECTOR SWITCH FORWARD - OFF - REVERSE POSITION LEGEND: X=CLOSED O=OPEN
	NORMALLY CLOSED PUSH BUTTON
	NORMALLY OPEN PUSH BUTTON
<b>TYPICAL SWITCH CONFIGURATION</b>	
	FLOAT SWITCH - MAKE ON FALL
	FLOAT SWITCH - MAKE ON RISE
	FLOAT SWITCH - BREAK ON FALL
	FLOAT SWITCH - BREAK ON RISE
	SWITCH TYPE SYMBOL (SEE BELOW)
	LEVEL SWITCH
	PRESSURE SWITCH
	TEMPERATURE SWITCH
	LIMIT SWITCH
	TIMER RELAY CONTACT
	NORMALLY OPEN TIME DELAY CLOSE
	ELAPSED TIME METER
	CONTROL RELAY
	TIME DELAY RELAY
	ALARM RELAY
	PILOT LIGHT LETTER INDICATES COLOR R=RED, A=AMBER, B=BLUE, G=GREEN
	INSTANTANEOUS SHORT-CIRCUIT TRIP DEVICE
	TIME OVERCURRENT TRIP DEVICE
	GROUND FAULT TRIP DEVICE

ELECTRICAL PLAN LINETYPES	
	EXPOSED CONDUIT
	BARE COPPER GROUND CONDUCTOR
	EXISTING OR FUTURE EXPOSED CONDUIT
	ELECTRICAL EQUIPMENT
	UNDERGROUND CONDUIT
	EXISTING OR FUTURE ELECTRICAL EQUIPMENT
	EXISTING OR FUTURE UNDERGROUND CONDUIT
	DEMOLITION
	CONDUIT DUCTBANK
	CAPPED UNDERGROUND CONDUIT
	EXISTING OR FUTURE CONDUIT DUCTBANK

ELECTRICAL PLAN HAZARDOUS LOCATION CLASSIFICATION LINETYPES	
	C1D1 CLASS I DIV 1
	C2D1 CLASS II DIV 1
	C1D2 CLASS I DIV 2
	C2D2 CLASS II DIV 2

ELEC. PLAN SYMBOLS	
<b>SITE PLAN DEVICES</b>	
	X = (SEE BELOW)
AE	- ANALYZER ELEMENT
AIT	- ALYZING INDICATING TRANSMITTER
FE	- FLOW ELEMENT
FIT	- FLOW INDICATING TRANSMITTER
FS	- FLOW SWITCH
J	- JUNCTION BOX
JS	- TORQUE SWITCH
LE	- LEVEL ELEMENT
LIT	- LEVEL INDICATING TRANSMITTER
LS	- LEVEL SWITCH
M	- MOTOR
MH	- MANHOLE
MV	- MOTOR OPERATED VALVE
PB	- PULLBOX
PIT	- PRESSURE INDICATING TRANSMITTER
PS	- PRESSURE SWITCH
PT	- PRESSURE TRANSMITTER
SV	- SOLENOID VALVE
TS	- TEMPERATURE SWITCH
WE	- WEIGHT ELEMENT
WIT	- WEIGHT INDICATING TRANSMITTER
ZS	- LIMIT SWITCH
	GROUND ROD
	DUPLEX RECEPTACLE DENOTES RECEPTACLE TYPE (BLANK) = STANDARD INDOORS GFCI = GND FLT CURRENT INT. WP = WEATHER PROOF & GFCI
	QUADRAPLEX RECEPTACLE
	DATA JACK
	SINGLE POLE SWITCH
	3-WAY SWITCH
	4-WAY SWITCH
	CONDUIT SEALOFF
	LTC CONNECTION
	MC CONNECTION
	DISCONNECT SWITCH
	THERMOSTAT
	CONDUIT HOME RUN NUMBER INDICATES QUANTITY OF CONDUCTORS INCLUDING GROUND

EQUIPMENT CALLOUT	
	EQUIPMENT CALLOUT
DESCRIPTOR #1	DESCRIPTOR #2
DESCRIPTOR #3	
	DETAIL CALLOUT
	FIELD INSTRUMENT CALLOUT

TB'S & PLC SYMBOLS	
<b>LOCAL PANEL OR DEVICE TERMINAL BLOCK</b>	
	TERMINAL LABEL
	PLC PANEL TERMINAL BLOCK
	TERMINAL LABEL
	MCC TERMINAL BLOCK
	TERMINAL LABEL
	DEVICE TERMINAL BLOCK
	TERMINAL LABEL
	PLC DISCRETE INPUT
	DISCRETE INPUT LABEL
	PLC DISCRETE OUTPUT (NORMALLY OPEN)
	DISCRETE OUTPUT LABEL
	PLC DISCRETE OUTPUT (NORMALLY CLOSED)
	DISCRETE OUTPUT LABEL
	PLC ANALOG INPUT
	ANALOG INPUT LABEL
	PLC ANALOG OUTPUT
	ANALOG OUTPUT LABEL
	PLC RTD
	RTD LABEL

CONDUIT CALLOUT	
	GROUPED CONDUIT AND CIRCUIT IDENTIFICATION TAGS. REFER TO THE POWER ONE-LINE AND CONTROL ONE-LINE DIAGRAMS OR CONDUIT SCHEDULES FOR CONDUIT SIZES AND CONTENTS.
	C-CONTROL/INSTRUMENTATION P-POWER
	F-FIBER OPTIC/NETWORK
	SP-SPARE CONDUITS
	CONTROL ONE-LINE
	DIAGRAMS OR CONDUIT SCHEDULES FOR CONDUIT SIZES AND CONTENTS.
	C-CONTROL/INSTRUMENTATION P-POWER
	F-FIBER OPTIC/NETWORK SP-SPARE CONDUITS

ABBREVIATIONS	
A	AMPERE
AFF	ABOVE FINISHED FLOOR
AI	ANALOG INPUT
AIC	AMPS INTERRUPTING CAPACITY
AO	ANALOG OUTPUT
AS	AIR SUPPLY
ATS	AUTOMATIC TRANSFER SWITCH
C	CONDUIT
CB	CIRCUIT BREAKER
CL2	CHLORINE
CPT	CONTROL POWER TRANSFORMER
CTC	COMMUNICATIONS TERMINATION CABINET
CU	COPPER, BARE
CV	CONTROL VALVE
DCS	DISTRIBUTED CONTROL SYSTEM
DI	DISCRETE INPUT
DO	DISCRETE OUTPUT
DP	DISTRIBUTION PANEL
DS	DISCONNECT SWITCH
DV/DT	DIFFERENTIAL VOLTAGE/TIME DRAWING
DWG	DRAWING
ETM	ELAPSED TIME METER
EOL	ELECTRONIC OVERLOAD
FE	FLOW ELEMENT
FLA	FULL LOAD AMPS
FOC	FIBER OPTIC CABLE
FOR	FORWARD-OFF-REVERSE
FS	FLOW SWITCH
FVNR	FULL VOLTAGE NON-REVERSING
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GFP	GROUND FAULT PROTECTION
GND	GROUND
GPM	GALLONS PER MINUTE
GRS	GALVANIZED RIGID STEEL
H2S	HYDROGEN SULFIDE
HH	HANDHOLE
HMI	HUMAN MACHINE INTERFACE
HOA	HAND-OFF-AUTO
HOR	HAND-OFF-REMOTE CURRENT
I	INSTRUMENTATION CABLE
IO	INPUT/OUTPUT
ISC	SHORT CIRCUIT CURRENT
J	JUNCTION BOX
LAN	LOCAL AREA NETWORK
LCP	LOCAL CONTROL PANEL
LOS	LOCK-OUT-STOP
LP	LIGHTING PANEL
LR	LOCAL/REMOTE
LS	LEVEL SWITCH
LTC	LIQUIDTIGHT FLEXIBLE METAL CONDUIT
M	MOTOR
MA	MANUAL/AUTO, MILLIAMP
MC	MANUFACTURER'S CABLE
MCB	MAIN CIRCUIT BREAKER
MCC	MOTOR CONTROL CENTER
MCP	MOTOR CIRCUIT PROTECTOR
MFR(S)	MANUFACTURER(S)
MGD	MILLION GALLONS PER DAY
MH	MANHOLE
MOV	MOTOR OPERATED VALVE
MTU	MASTER TELEMETRY UNIT
NEC	NATIONAL ELECTRICAL CODE
NOTC	NORMALLY OPEN TIMED CLOSED
NPW	NON-POTABLE WATER
NTS	NOT TO SCALE
NTU	TURBIDITY
OIT	OPERATOR INTERFACE TERMINAL
OL	OVERLOAD
OO	ON/OFF (MAINTAINED)
OR	OFF-REMOTE
PB	PULL BOX
PC	PERSONAL COMPUTER
PFR	PHASE/POWER FAILURE RELAY
PLC	PROGRAMMABLE LOGIC CONTROLLER
PNL	PANEL
PPM	PARTS PER MILLION
PR	PAIR
P	PRESSURE
PS	PRESSURE SWITCH
PSI	POUNDS PER SQUARE INCH
PV	PROCESS VARIABLE
RCP	REMOTE CONTROL PANEL
RF	RADIO FREQUENCY
RIO	REMOTE INPUT OUTPUT
RST	RESET
RTD	RESISTANCE TEMPERATURE DETECTOR
RTU	REMOTE TELEMETRY UNIT
RVSS	REDUCED VOLTAGE SOFT STARTER
SEQ	SERVICE ENTRANCE EQUIPMENT
SES	SERVICE ENTRANCE SECTION
SLOS	START-LOCK-OFF-STOP
SMC	SUBMERSIBLE MANUFACTURER CABLE
SO2	SULFUR DIOXIDE
SP	SET POINT/SPARE
SPD	SURGE PROTECTION DEVICE
SS	START/STOP
ST	SHUNT TRIP
TC	TELEPHONE CABLE
TS	TEMPERATURE SWITCH
TYP	TYPICAL
UG	UNDERGROUND
V	VOLT
VA	VOLTAMP
VFD	VARIABLE FREQUENCY DRIVE
W	WATT, WIRE
WP	WEATHERPROOF
XFMR	TRANSFORMER
ZS	POSITION SWITCH

NOTES	
1.	THE COMPLETED INSTALLATION SHALL COMPLY WITH APPLICABLE FEDERAL, STATE, AND LOCAL CODES, ORDINANCES, AND REGULATIONS. THE CONTRACTOR SHALL OBTAIN NECESSARY PERMITS AND INSPECTIONS REQUIRED BY THE AUTHORITIES HAVING JURISDICTION. ALL WORK SHALL BE COMPLETED IN A NEAT, WORKMANLIKE MANNER IN ACCORDANCE WITH THE LATEST NEC STANDARDS OF INSTALLATION UNDER COMPETENT SUPERVISION. INSTALL GROUNDING PER NEC.
2.	VISIT THE SITE PRIOR TO BIDDING TO BECOME FAMILIAR WITH EXISTING CONDITIONS AND OTHER FACTORS, WHICH MAY AFFECT THE EXECUTION OF THE WORK. INCLUDE ALL RELATED COSTS IN THE INITIAL BID PROPOSAL.
3.	THE CONTRACTOR SHALL COORDINATE WORK WITH THE UTILITIES PROVIDING SERVICES ON THIS PROJECT, AND SHALL COMPLY WITH ALL THEIR INSTALLATION REQUIREMENTS.
4.	ALL MATERIALS SHALL BE NEW AND OF THE BEST QUALITY, MANUFACTURED IN ACCORDANCE WITH NEMA, ANSI, UL, OR OTHER APPLICABLE STANDARDS. THE USE OF MANUFACTURERS' NAMES, MODELS, AND NUMBERS IS INTENDED TO ESTABLISH STYLE, QUALITY, APPEARANCE, USEFULNESS, AND BID PRICE.
5.	PROTECT ALL ELECTRICAL MATERIAL AND EQUIPMENT INSTALLED AGAINST DAMAGE BY OTHER TRADES, WEATHER CONDITIONS, OR ANY OTHER PREVENTABLE CAUSES. EQUIPMENT DAMAGED DURING SHIPPING OR CONSTRUCTION, PRIOR TO ACCEPTANCE BY THE ENGINEER OR THE OWNER, WILL BE REJECTED AS DEFECTIVE.
6.	LEAVE THE SITE CLEAN. REMOVE ALL DEBRIS, EMPTY CARTONS, TOOLS, CONDUIT, WIRE SCRAPS AND ALL MISCELLANEOUS SPARE EQUIPMENT AND MATERIALS USED IN THE WORK DURING CONSTRUCTION. ALL COMPONENTS SHALL BE FREE OF DUST, GRIT AND FOREIGN MATERIALS. LEFT AS NEW BEFORE FINAL ACCEPTANCE OF WORK. DAMAGED PAINT AND FINISHES SHALL BE TOUCHED UP OR REPAINTED WITH MATCHING COLOR PAINT AND FINISH.
7.	CIRCUIT CONDUCTORS #6 AWG OR SMALLER SHALL BE THWN STRANDED COPPER. #4 AWG THROUGH #2 AWG SHALL BE XHHW STRANDED COPPER. #1 AWG OR LARGER SHALL BE XHHW-2 STRANDED COPPER. MINIMUM POWER CONDUCTOR SIZE SHALL BE #12 AWG WITH #12 AWG GROUND. ALL WIRE TO BE SIZED PER NEC TABLE 316-10, 75° C BASED ON A 30° C AMBIENT.

REGISTERED PROFESSIONAL ENGINEER  
 STATE OF CALIFORNIA  
 No. E 13627  
 EXP. 12-31-20  
 1/03/2020  
 Item 16.

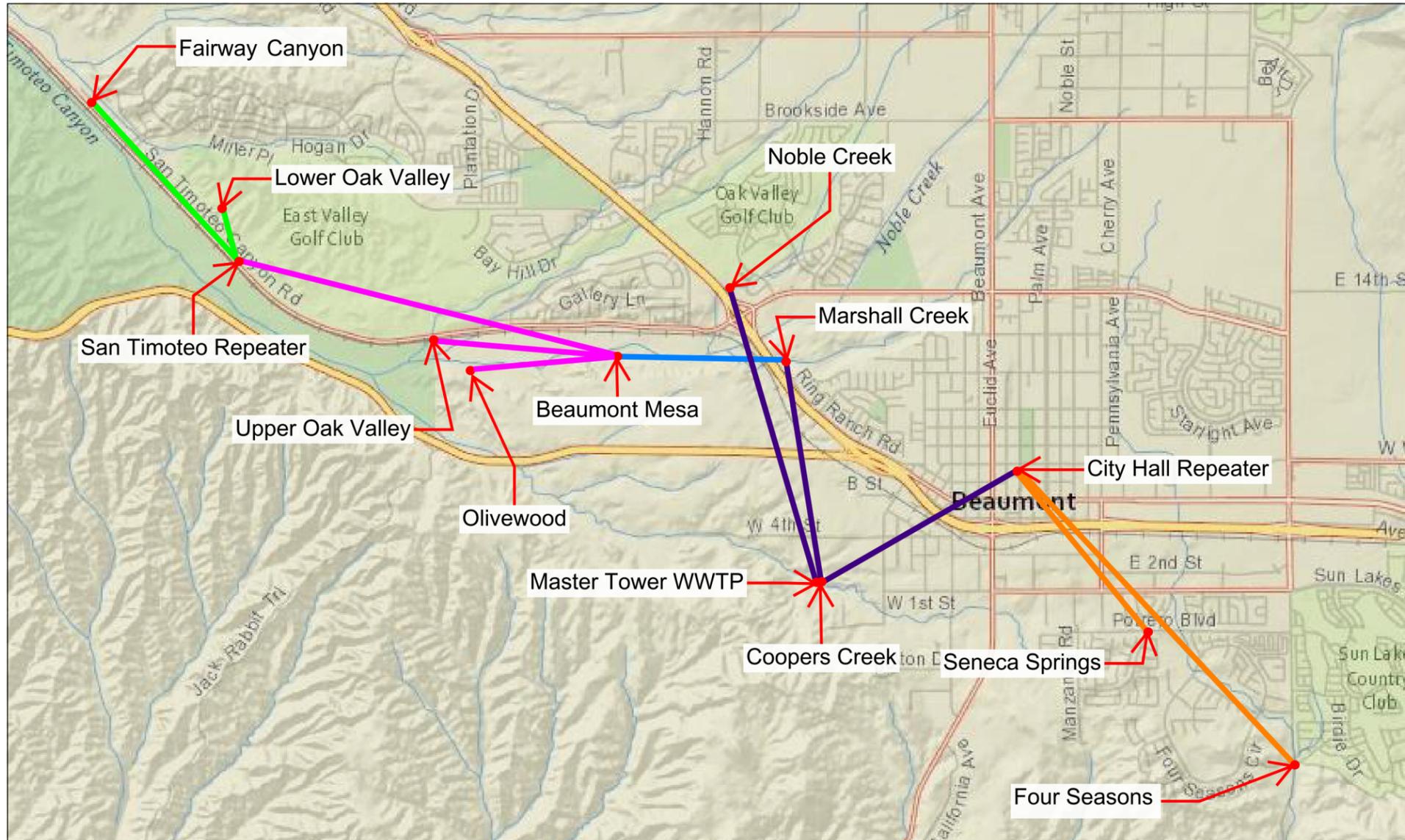
NO.	DATE	DESIGN	DRAWN	CHECKED	MPJ	BB	MPJ
	07/31/2020						

SKM ENGINEERING, LLC  
 533 W 2600 S, SUITE 25 BOUNTIFUL, UT 84010  
 BEAUMONT LIFT STATIONS CONTROLS UPGRADE  
 ELECTRICAL - GENERAL  
 ELECTRICAL LEGEND  
 20

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 Bountiful, Utah 84010  
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DRAWING NO. E001  
 SHEET 1 OF 20

11/3/2020 C:\USERS\BRYCE.BENSON\AQUA\ENGINEERING\BEAUMONT - 001730.D\BEAUMONT LIFT STATIONS PLC UPGRADE\050 DRAFTING\999 ELECTRICAL\999-E201.DWG

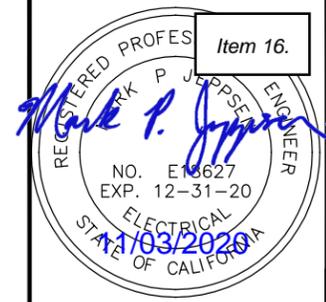


**SITE PLAN**

- GREEN RADIO PATHS TO SAN TIMOTEI REPEATER
- PINK RADIO PATHS TO BEAUMONT MESA
- BLUE RADIO PATHS TO MARSHALL CREEK
- VIOLET RADIO PATHS TO MASTER TOWER WWTP, CITY HALL REPEATER
- ORANGE RADIO PATHS TO FOUR SEASONS

SITE INFORMATION		
SITE	LOCATION	GPS COORDINATES
FOUR SEASONS	1075 S HIGHLAND SPRINGS AVE	33.906343, -116.946653
SENECA SPRINGS	1390 POTRERO BLVD	33.918476, -116.962131
NOBLE CREEK	1899 OAK VALLEY PKY	33.944852, -117.001335
MARSHALL CREEK	990 RING RANCH RD	33.940505, -116.998363
MESA	12940 POTRERO BLVD	33.940260, -117.015935
UPPER OAK VALLEY	35980 OAK VALLEY PKY	33.943407, -117.034685
LOWER OAK VALLEY	11246 PALMER AVE	33.9599518, -117.061619
LITTLE CREEK	34003 CRENSHAW ST	33.964271, -117.070633
COOPERS CREEK	715 W. 4th STREET	33.924028, -116.993966
CITY HALL (REPEATER)	550 E 6th STREET	33.930035, -116.975176
BEAUMONT WWTP	715 W. 4th STREET	33.924028, -116.993966
SAN TIMOTEI REPEATER	OAK VALLEY PARKWAY	33.95844, -117.058051
OLIVEWOOD	36594 ARTISAN PL	33.940049, -117.030562

**LIFT STATION AND RADIO LOCATIONS**



DRAWING IS TO SCALE		DESIGN	DRAWN	CHECKED
IF BAR MEASURES:		MPJ	BB	MPJ
1" = FULL SCALE		REVISIONS		
1/2" = HALF SCALE				
NO.	DATE			
A	07/31/2020			

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 533 W 2600 S, SUITE 25 BOUNTIFUL, UT 84010  
**BEAUMONT LIFT STATIONS CONTROLS UPGRADE**  
**ELECTRICAL - SITE**  
**SITE MAP**

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 Bountiful, Utah 84010  
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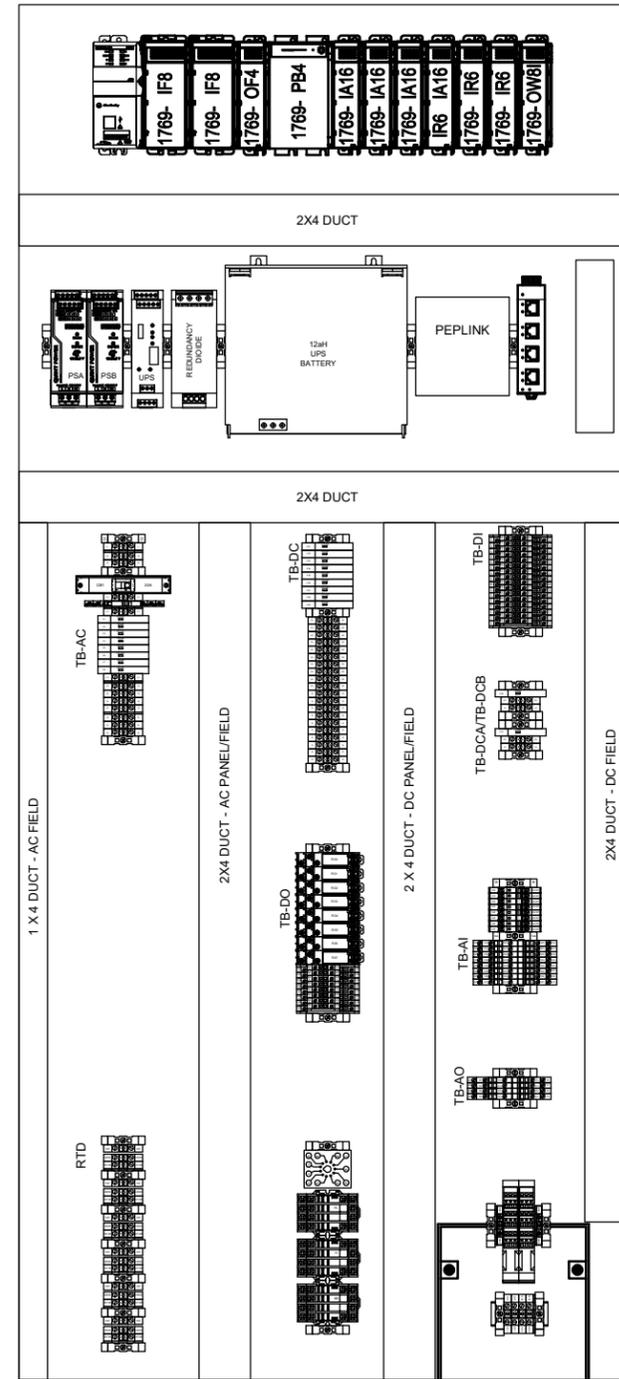
DRAWING NO. **E201**

703

SHEET 2 OF 20

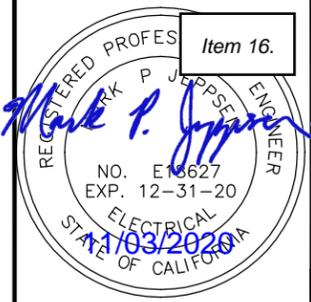
LINE	MAKE	MODEL	DESCRIPTION	TOTAL	FOUR SEASONS	SENECA	COOPERS CREEK	MARSHALL CREEK	NOBLE	UPPER OAK	LOWER OAK	LITTLE LOWER	MESA	CITY HALL REPEATER	SAN TIMOTEO REPEATER	OLIVEWOOD	SPARE PARTS
<b>PLC &amp; COMMUNICATION EQUIPMENT</b>																	
1	AB	1769-L33ER	COMPACTLOGIX 5370 2MB	10	1	1	1	1	1	1	1	1	1			1	1
2	AB	1769-PB4	COMPACTLOGIX POWER SUPPLY 24VDC	10	1	1	1	1	1	1	1	1	1			1	1
3	AB	1769-IA16	COMPACT IO 16PT DI 120VAC	28	3	3	3	3	3	4	3		4				2
4	AB	1769-IQ16	COMPACT IO 16PT DI 24VDC	3								2					2
5	AB	1769-OW8I	COMPACT IO 8PT DO	10	1	1	1	1	1	1	1	1	1				1
6	AB	1769-IF8	COMPACT IO 8PT AI	12	1	1	1	1	1	2	1	1	2				1
7	AB	1769-OF4	COMPACT IO 4PT AO	7			1	1	1	2			1				1
8	AB	1769-IR6	COMPACT IO 6PT RTD	3									2				1
9	AB	1769-ECR	COMPACT IO END CAP RIGHT	10	1	1	1	1	1	1	1	1	1				1
10	PHOENIX	2891152	5-PORT ETHERNET SWITCH	12	1	1		1	1	1	1	1	1	2	1		1
11	FREEWAVE	Z9-PE	ZUMLINK 900 MHZ RADIO	15	1	1		2	1	1	1	1	2	2	2	1	1
12	FREEWAVE	AOH4003SP	DIN RAIL BRACKET FOR ZUMLINK	15	1	1		2	1	1	1	1	2	2	2	1	1
13	POLYPHASER	IS-B50LN-C2	LIGHTNING ARRESTOR 1000MHz	15	1	1		2	1	1	1	1	2	2	2	1	1
14	TIMES	LMR240-06-NMTM	TNC(M) TO N(M) COAXIAL CABLE 6'	15	1	1		2	1	1	1	1	2	2	2	1	1
15	SCALA	TY-900	900MHZ YAGI ANTENNA 12DB N(F)	15	1	1		2	1	1	1	1	2	2	2	1	1
16	PEPLINK	MAX-BR1-MINI-LTE-US-T	CELLULAR MODEM/ANTENNA	9	1	1		1	1	1	1	1	1			1	1
17	POLYPHASER	RGT	LIGHTNING ARRESTOR 2.4GHz	9	1	1		1	1	1	1	1	1			1	1
18	TIMES	LMR240-06-NMSM	SMA(M) TO N(M) COAXIAL CABLE 6'	9	1	1		1	1	1	1	1	1			1	1
19	LAIRD	OC69271-FNM	CELLULAR OMNI ANTENNA 3.5DB N(F)	9	1	1		1	1	1	1	1	1			1	1
20	TIMES	LMR600	COAX CABLE W/ N(M) ENDS	21	1	1		1	1	1	1	1	11	1	1	2	1
21			CAT 6 PATCH CABLES (LENGTH VARIES)	29	3	3		3	3	3	3	3	3	2	2	2	1
<b>PLC PANEL EQUIPMENT</b>																	
101	PHOENIX	2905228	120VAC 20A IN-LINE SPD	12	1	1	1	1	1	1	1	1	1	1	1		1
102	PHOENIX	2904601	24VDC POWER SUPPLY 10A OUTPUT	23	2	2	2	2	2	2	2	2	2	2	2	2	1
103	PHOENIX	2907719	24VDC REDUNDANCY MODULE	14	1	1	1	1	1	1	1	1	3	1	1	1	1
104	PHOENIX	2320270	120VAC 5A AC UPS	11	1	1	1	1	1	1	1	1	1		1	1	1
105	PHOENIX	2320319	120VAC BATTERY PACK 7.2AH	11	1	1	1	1	1	1	1	1	1		1	1	1
106	PHOENIX	2924249	2-CHANNEL DIGITAL SIGNAL CONDITIONER	10	1	1	1	1	1	1	1	1	1				1
109	IDEC	RJ1S-CL-D24	SINGLE POLE RELAY 24VDC COIL WITH LIGHT	76	8	8	8	8	8	8	8	8	8				4
110	IDEC	SJ1S-05BW	RELAY SOCKET	72	8	8	8	8	8	8	8	8	8				0
111	IDEC	GT3F-1EAD24	DELAY TIMERS	10	1	1	1	1	1	1	1	1	1				1
112	IDEC	SR3P-06	11 PIN RELAY BASE	9	1	1	1	1	1	1	1	1	1				0
113	IDEC	RH4B-UDC24V	24VDC OPERATED RELAY	33	3	3	3	3	3	5	3	3	5				2
114	IDEC	SH4B-05	RELAY BASE	31	3	3	3	3	3	5	3	3	5				0
119			TERMINAL BLOCKS AS REQUIRED	9	1	1	1	1	1	1	1	1	1				0
122			DIN RAIL AS REQUIRED	9	1	1	1	1	1	1	1	1	1				0
124			WIRE GUTTER AS REQUIRED	9	1	1	1	1	1	1	1	1	1				0

**BILL OF MATERIAL**



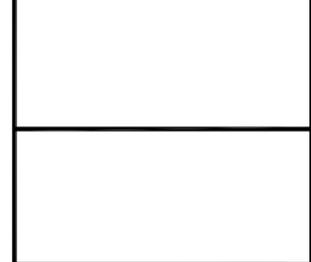
**TYPICAL PANEL LAYOUT**

EACH PANEL WILL BE BASED UPON PLC PANEL LAYOUT OF SPECIFIC LIFT STATION SITE



DRAWING IS TO SCALE IF BAR MEASURES: 1" = FULL SCALE 1/2" = HALF SCALE		ORIGINAL	DESIGN	DRAWN	CHECKED
NO.	DATE	MPJ	BB	MPJ	MPJ
A	07/31/2020				
REVISIONS					

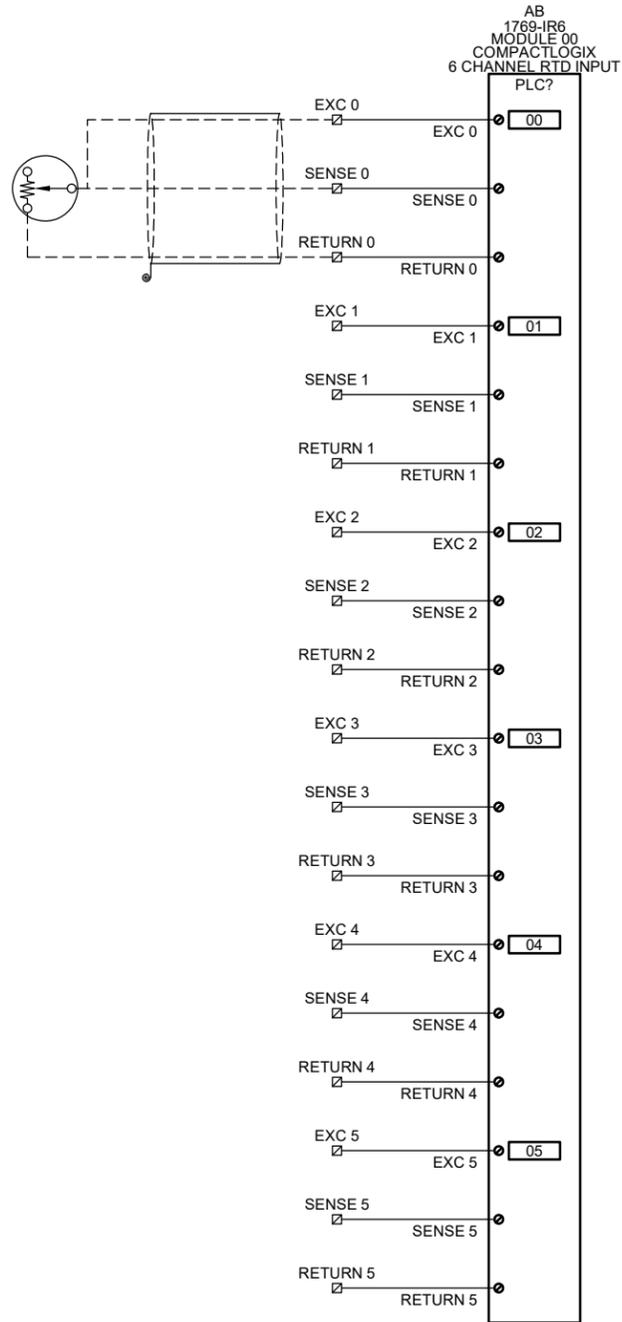
**SKM ENGINEERING, LLC**  
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 BEAUMONT LIFT STATIONS CONTROLS UPGRADE  
 ELECTRICAL - LAYOUT  
 TYPICAL PANEL LAYOUT AND BILL OF MATERIALS



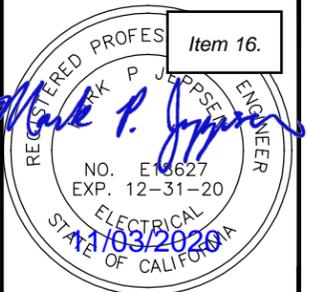
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**RTD/RESISTANCE INPUT MODULE**

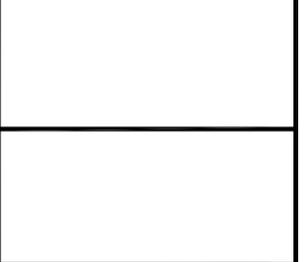


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A	07/31/2020	MPJ	BB	MPJ

REVISIONS

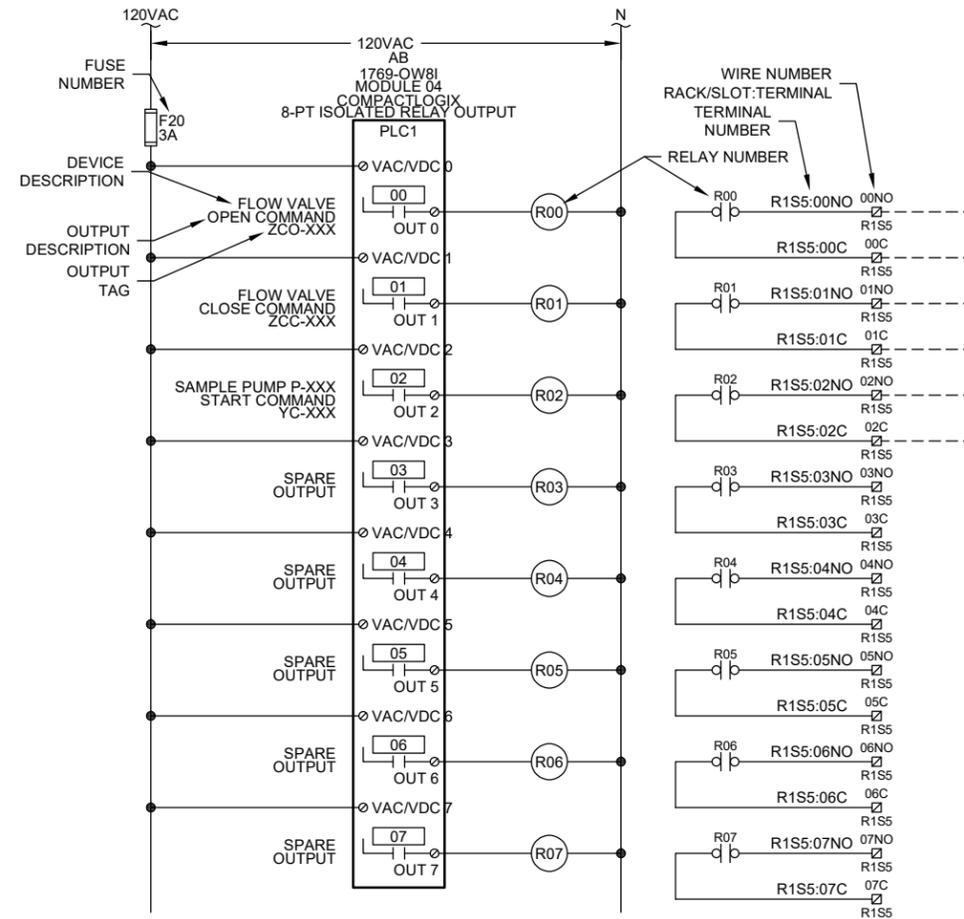
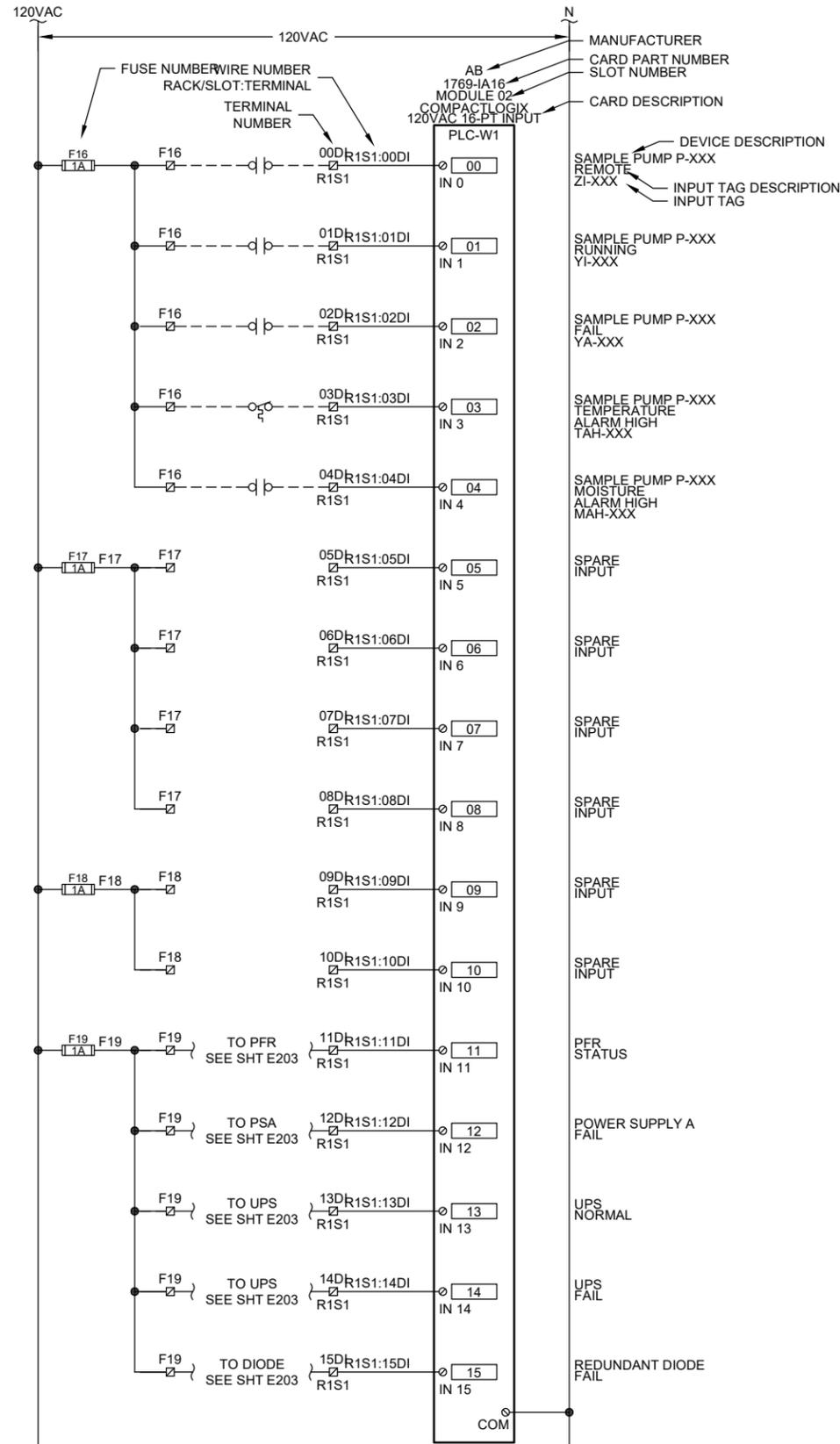

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BEAUMONT LIFT STATIONS CONTROLS UPGRADE  
ELECTRICAL - LAYOUT  
RTD WIRING DIAGRAM



DRAWING NO.  
**E205**

SHEET 6 OF 20

707



**8-PT ISOLATED RELAY OUTPUT**

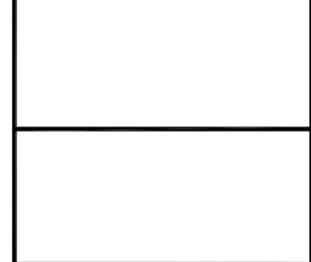


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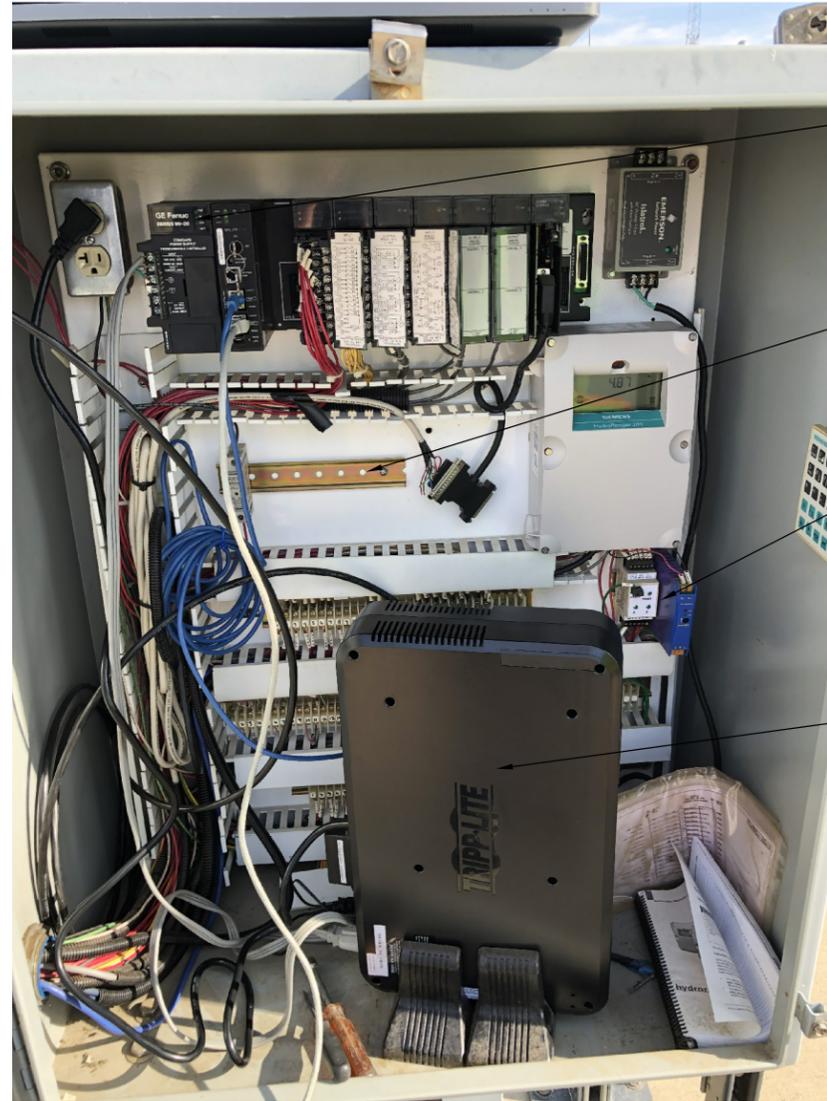
NO.	DATE	DESIGN	DRAWN	CHECKED	MPJ	BB	MPJ
A	07/31/2020						

REVISIONS

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BEAUMONT LIFT STATIONS CONTROLS UPGRADE  
ELECTRICAL - LAYOUT  
TYPICAL DIGITAL IO WIRING DIAGRAMS



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**COOPERS CREEK PANEL**

GE PLC HARDWARE WILL BE REPLACED WITH ALLEN BRADLEY COMPACTLOGIX. REFER TO DRAWINGS AND IO TO PROPERLY INSTALL AND CONNECT TO EXISTING COMPONENTS.

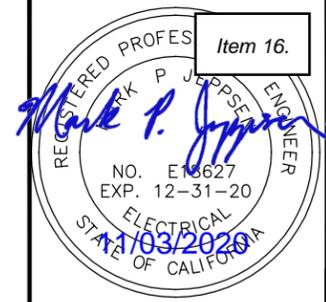
INSTALL A PHOENIX 2320270 AC UPS AND 7.2AH BATTERY PACK TO PROVIDE BACKUP POWER FOR THE SYSTEM.

ALL POWER SUPPLIES, UPS'S, NETWORK SWITCHES, RADIOS, RELAYS AND TERMINAL BLOCKS SHALL BE REPLACED WITH NEW COMPONENTS SUPPLIED WITH THE NEW BACK PANEL.

REMOVE TRIPP-LITE UPS FROM CABINET AS IT HAS BEEN REPLACED BY PHOENIX UPS.

TYPE	"AB PLC (NEW) SLOT:POINT"	"GE PLC (OLD) SLOT:POINT"	INPUT/OUTPUT DESCRIPTION	NOTES
AI	1:00	6:01	WET WELL LEVEL	
AI	1:01	5:03	DISCHARGE FLOW (6")	
AI	1:02		SPARE	
AI	1:03	5:00	PUMP 1 SPEED	
AI	1:04	5:01	PUMP 2 SPEED	
AI	1:05	5:02	PUMP 3 SPEED (FUTURE)	
AI	1:06		SPARE	
AI	1:07		SPARE	
AO	2:00	7:00	PUMP 1 SPEED CMD	
AO	2:01	7:01	PUMP 2 SPEED CMD	
AO	2:02	8:00	PUMP 3 SPEED CMD (FUTURE)	
AO	2:03		SPARE	
DI	3:00		BYPASS RELAY	NEW POINT
DI	3:01		LOW LEVEL FLOAT	UNKNOWN
DI	3:02		HIGH LEVEL FLOAT	UNKNOWN
DI	3:03		SPARE	
DI	3:04	3:09	POWER FAIL AT ATS	
DI	3:05	3:10	GENERATOR RUNNING	
DI	3:06	3:11	GENERATOR FAIL	
DI	3:07		SPARE	
DI	3:08		SPARE	
DI	3:09		SPARE	
DI	3:10		SPARE	
DI	3:11		SPARE	
DI	3:12		DCPSA FAIL	NEW POINT
DI	3:13		DCPSB FAIL	NEW POINT
DI	3:14		UPS FAIL	NEW POINT
DI	3:15		POWER FAULT RELAY	NEW POINT
DI	4:00		PUMP 1 AUTO	NEW POINT
DI	4:01	3:00	PUMP 1 RUN	
DI	4:02	3:01	PUMP 1 VFD FAIL	
DI	4:03	3:13	PUMP 1 E-STOP	
DI	4:04		PUMP 1 HIGH TEMP	NEW POINT
DI	4:05	3:02	PUMP 1 SEAL FAIL	
DI	4:06		SPARE	
DI	4:07		SPARE	
DI	4:08		PUMP 2 AUTO	NEW POINT
DI	4:09	3:03	PUMP 2 RUN	
DI	4:10	3:04	PUMP 2 VFD FAIL	
DI	4:11	3:14	PUMP 2 E-STOP	
DI	4:12		PUMP 2 HIGH TEMP	NEW POINT
DI	4:13	3:05	PUMP 2 SEAL FAIL	
DI	4:14		SPARE	
DI	4:15		SPARE	
DI	5:00		PUMP 3 AUTO	NEW POINT
DI	5:01	3:06	PUMP 3 RUN	
DI	5:02	3:07	PUMP 3 VFD FAIL	
DI	5:03	3:15	PUMP 3 E-STOP	
DI	5:04		PUMP 3 HIGH TEMP	NEW POINT
DI	5:05	3:08	PUMP 3 SEAL FAIL	
DI	5:06		SPARE	
DI	5:07		SPARE	
DI	5:08		SPARE	
DI	5:09		SPARE	
DI	5:10		SPARE	
DI	5:11		SPARE	
DI	5:12		SPARE	
DI	5:13		SPARE	
DI	5:14		SPARE	
DI	5:15		SPARE	
DO	6:00	4:00	PUMP 1 START CMD	
DO	6:01	4:04	PUMP 2 START CMD	
DO	6:02	4:08	PUMP 3 START CMD	
DO	6:03		SPARE	
DO	6:04		SPARE	
DO	6:05		SPARE	
DO	6:06		SPARE	
DO	6:07		SPARE	

**COOPERS CREEK I/O LIST**



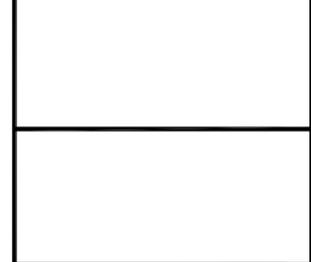
DRAWING IS TO SCALE  
IF BAR MEASURES:  
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1/2" = HALF SCALE

NO.	DATE	DESIGN	DRAWN	CHECKED
A	07/31/2020	MPJ	BB	MPJ

ORIGINAL

REVISIONS				

**SKM ENGINEERING, LLC**  
 533 W 2600 S, SUITE 25 BOUNTIFUL, UT 84010  
**BEAUMONT LIFT STATIONS CONTROLS UPGRADE**  
**ELECTRICAL - LAYOUT**  
**COOPERS CREEK PANEL**



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 Bountiful, Utah 84010  
 Phone: (801) 677-0011  
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DRAWING NO.  
**E207**  
 SHEET 8 OF 20 709





**LITTLE LOWER PANEL**

INSTALL A NEW BACK PANEL AS SHOWN IN THE TYPICAL DRAWINGS AND BASED UPON THE IO LIST PROVIDED. CAREFULLY REMOVE EACH FIELD WIRE AND RE-TERMINATE ON THE NEW BACK PANEL. COORDINATE THE CUTOVER WITH THE OWNER AND THE OWNER'S SYSTEMS INTEGRATOR. CONTRACTOR SHALL FIELD VERIFY THE BACK PANEL DIMENSIONS AND PURCHASE OR FABRICATE A BACK PANEL MADE TO FIT THIS PANEL.

INSTALL A PHOENIX 2320270 AC UPS AND 7.2AH BATTERY PACK TO PROVIDE BACKUP POWER FOR THE SYSTEM.

REPLACE MDS INET 900 TRANSCEIVER WITH FREEWAVE Z9-PE 900 WIRELESS RADIO.

GE PLC HARDWARE WILL BE REPLACED WITH ALLEN BRADLEY COMPACTLOGIX. REFER TO DRAWINGS AND IO TO PROPERLY INSTALL.

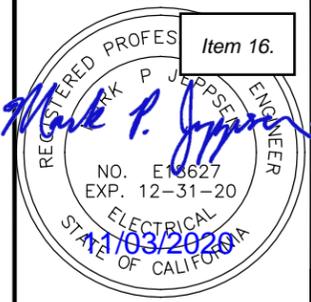
REFER TO I/O WIRING DIAGRAMS.

REMOVE TRIPP-LITE UPS FROM CABINET AS IT HAS BEEN REPLACED BY PHOENIX UPS.

REPLACE LINKSYS ROUTER WITH PHOENIX 5-PORT ETHERNET SWITCH

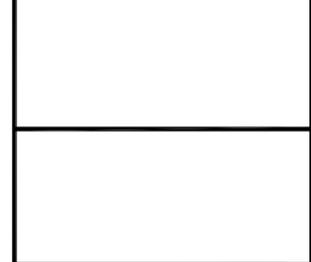
TYPE	"AB PLC (NEW) SLOT:POINT"	"GE PLC (OLD) SLOT:POINT"	INPUT/OUTPUT DESCRIPTION	NOTES
AI	1:00		WET WELL LEVEL	UNKNOWN
AI	1:01		DISCHARGE FLOW (10")	UNKNOWN
AI	1:02		DISHARGE FLOW (12")	UNKNOWN
AI	1:03		PUMP 1 SPEED	UNKNOWN
AI	1:04		PUMP 2 SPEED	UNKNOWN
AI	1:05		PUMP 3 SPEED (FUTURE)	UNKNOWN
AI	1:06		SPARE	
AI	1:07		SPARE	
AO	2:00		PUMP 1 SPEED CMD	UNKNOWN
AO	2:01		PUMP 2 SPEED CMD	UNKNOWN
AO	2:02		PUMP 3 SPEED CMD (FUTURE)	UNKNOWN
AO	2:03		SPARE	
DI	3:00		BYPASS RELAY	NEW POINT
DI	3:01		LOW LEVEL FLOAT	UNKNOWN
DI	3:02		HIGH LEVEL FLOAT	UNKNOWN
DI	3:03		SPARE	
DI	3:04		POWER FAIL AT ATS	UNKNOWN
DI	3:05		GENERATOR RUNNING	UNKNOWN
DI	3:06		GENERATOR FAIL	UNKNOWN
DI	3:07		SPARE	
DI	3:08		SPARE	
DI	3:09		SPARE	
DI	3:10		SPARE	
DI	3:11		SPARE	
DI	3:12		DCPSA FAIL	NEW POINT
DI	3:13		DCPSB FAIL	NEW POINT
DI	3:14		UPS FAIL	NEW POINT
DI	3:15		POWER FAULT RELAY	NEW POINT
DI	4:00		PUMP 1 AUTO	NEW POINT
DI	4:01		PUMP 1 RUN	UNKNOWN
DI	4:02		PUMP 1 FAIL	UNKNOWN
DI	4:03		PUMP 1 E-STOP	UNKNOWN
DI	4:04		PUMP 1 HIGH TEMP	NEW POINT
DI	4:05		PUMP 1 SEAL FAIL	UNKNOWN
DI	4:06		SPARE	
DI	4:07		SPARE	
DI	4:08		PUMP 2 AUTO	NEW POINT
DI	4:09		PUMP 2 RUN	UNKNOWN
DI	4:10		PUMP 2 FAIL	UNKNOWN
DI	4:11		PUMP 2 E-STOP	UNKNOWN
DI	4:12		PUMP 2 HIGH TEMP	NEW POINT
DI	4:13		PUMP 2 SEAL FAIL	UNKNOWN
DI	4:14		SPARE	
DI	4:15		SPARE	
DI	5:00		PUMP 3 AUTO	NEW POINT
DI	5:01		PUMP 3 RUN	UNKNOWN
DI	5:02		PUMP 3 FAIL	UNKNOWN
DI	5:03		PUMP 3 E-STOP	UNKNOWN
DI	5:04		PUMP 3 HIGH TEMP	NEW POINT
DI	5:05		PUMP 3 SEAL FAIL	UNKNOWN
DI	5:06		SPARE	
DI	5:07		SPARE	
DI	5:08		SPARE	
DI	5:09		SPARE	
DI	5:10		SPARE	
DI	5:11		SPARE	
DI	5:12		SPARE	
DI	5:13		SPARE	
DI	5:14		SPARE	
DI	5:15		SPARE	
DO	6:00		PUMP 1 START CMD	UNKNOWN
DO	6:01		PUMP 2 START CMD	UNKNOWN
DO	6:02		PUMP 3 START CMD (FUTURE)	UNKNOWN
DO	6:03		SPARE	
DO	6:04		SPARE	
DO	6:05		SPARE	
DO	6:06		SPARE	
DO	6:07		SPARE	

**LITTLE LOWER I/O LIST**



DRAWING IS TO SCALE IF BAR MEASURES: 1" = FULL SCALE 1/2" = HALF SCALE		ORIGINAL	DESIGN	DRAWN	CHECKED
NO.	DATE	MPJ	BB	MPJ	MPJ
1	07/31/2020	A			
		REVISIONS			

**SKM ENGINEERING, LLC**  
 533 W 2600 S, SUITE 25 BOUNTIFUL, UT 84010  
**BEAUMONT LIFT STATIONS CONTROLS UPGRADE**  
**ELECTRICAL - LAYOUT**  
**LITTLE LOWER PANEL**



**skm** 533 W 2600 S, Suite 25  
 Bountiful, Utah 84010  
 Phone: (801) 677-0011  
 www.skmeng.com

DRAWING NO.  
**E209**  
 SHEET 10 OF 20





**MARSHALL CREEK PANEL**

GE PLC HARDWARE WILL BE REPLACED WITH ALLEN BRADLEY COMPACTLOGIX. REFER TO DRAWINGS AND IO TO PROPERLY INSTALL.

REPLACE MDS INET 900 TRANSCEIVER WITH FREEWAVE Z9-PE 900 WIRELESS RADIO.

REMOVE AND REPLACE EXISTING BACK PANEL WITH A NEW BACK PANEL AS SHOWN IN THE TYPICAL DRAWINGS AND BASED UPON THE IO LIST PROVIDED. CAREFULLY REMOVE EACH FIELD WIRE AND RE-TERMINATE ON THE NEW BACK PANEL. COORDINATE THE CUTOVER WITH THE OWNER AND THE OWNER'S SYSTEMS INTEGRATOR. CONTRACTOR SHALL FIELD VERIFY THE BACK PANEL DIMENSIONS AND PURCHASE OR FABRICATE A BACK PANEL WITH THE SAME DIMENSIONS AND HOLES.

REFER TO I/O WIRING DIAGRAMS.

TOUCH SCREEN SHALL BE REMOVED FROM THE DOOR OF THE PANEL. INSTALL A STEEL PAINTED COVER IN ITS PLACE.

TYPE	"AB PLC (NEW) SLOT:POINT"	"GE PLC (OLD) SLOT:POINT"	INPUT/OUTPUT DESCRIPTION	NOTES
AI	1:00	6:01	WET WELL LEVEL	
AI	1:01	5:03	DISCHARGE FLOW (10")	
AI	1:02	6:00	DISCHARGE FLOW (12")	
AI	1:03	5:00	PUMP 1 SPEED	
AI	1:04	5:01	PUMP 2 SPEED	
AI	1:05	5:02	PUMP 3 SPEED (FUTURE)	
AI	1:06		SPARE	
AI	1:07		SPARE	
AO	2:00	7:00	PUMP 1 SPEED CMD	
AO	2:01	7:01	PUMP 2 SPEED CMD	
AO	2:02	8:00	PUMP 3 SPEED CMD (FUTURE)	
AO	2:03		SPARE	
DI	3:00		BYPASS RELAY	NEW POINT
DI	3:01	9:00	LOW LEVEL FLOAT	
DI	3:02	9:01	HIGH LEVEL FLOAT	
DI	3:03		SPARE	
DI	3:04	3:09	POWER FAIL AT ATS	
DI	3:05	3:10	GENERATOR RUNNING	
DI	3:06	3:11	GENERATOR FAIL	
DI	3:07		SPARE	
DI	3:08		SPARE	
DI	3:09		SPARE	
DI	3:10		SPARE	
DI	3:11		SPARE	
DI	3:12		DCPSA FAIL	NEW POINT
DI	3:13		DCPSB FAIL	NEW POINT
DI	3:14		UPS FAIL	NEW POINT
DI	3:15		POWER FAULT RELAY	NEW POINT
DI	4:00		PUMP 1 AUTO	NEW POINT
DI	4:01	3:00	PUMP 1 RUN	
DI	4:02	3:01	PUMP 1 VFD FAIL	
DI	4:03	3:13	PUMP 1 E-STOP	
DI	4:04		PUMP 1 HIGH TEMP	NEW POINT
DI	4:05	3:02	PUMP 1 SEAL FAIL	
DI	4:06		SPARE	
DI	4:07		SPARE	
DI	4:08		PUMP 2 AUTO	NEW POINT
DI	4:09	3:03	PUMP 2 RUN	
DI	4:10	3:04	PUMP 2 VFD FAIL	
DI	4:11	3:14	PUMP 2 E-STOP	
DI	4:12		PUMP 2 HIGH TEMP	NEW POINT
DI	4:13	3:05	PUMP 2 SEAL FAIL	
DI	4:14		SPARE	
DI	4:15		SPARE	
DI	5:00		PUMP 3 AUTO	NEW POINT
DI	5:01	3:06	PUMP 3 RUN	
DI	5:02	3:07	PUMP 3 VFD FAIL	
DI	5:03	3:15	PUMP 3 E-STOP	
DI	5:04		PUMP 3 HIGH TEMP	NEW POINT
DI	5:05	3:08	PUMP 3 SEAL FAIL	
DI	5:06		SPARE	
DI	5:07		SPARE	
DI	5:08		SPARE	
DI	5:09		SPARE	
DI	5:10		SPARE	
DI	5:11		SPARE	
DI	5:12		SPARE	
DI	5:13		SPARE	
DI	5:14		SPARE	
DI	5:15		SPARE	
DO	6:00	4:00	PUMP 1 START CMD	
DO	6:01	4:04	PUMP 2 START CMD	
DO	6:02	4:08	PUMP 3 START CMD	
DO	6:03		SPARE	
DO	6:04		SPARE	
DO	6:05		SPARE	
DO	6:06		SPARE	
DO	6:07		SPARE	

**MARSHALL CREEK I/O LIST**

Item 16.

REGISTERED PROFESSIONAL ENGINEER  
 MARK P. JENSEN  
 No. E 13627  
 EXP. 12-31-20  
 1/03/2020  
 ELECTRICAL  
 STATE OF CALIFORNIA

DRAWING IS TO SCALE  
 IF BAR MEASURES:  
 1" = FULL SCALE  
 1/2" = HALF SCALE

ORIGINAL	DESIGN	DRAWN	CHECKED
	MPJ	BB	MPJ
REVISIONS			
NO.	DATE	BY	REASON
A	07/31/2020		

SKM ENGINEERING, LLC  
 533 W 2600 S, SUITE 25 BOUNTIFUL, UT 84010  
 BEAUMONT LIFT STATIONS CONTROLS UPGRADE  
 ELECTRICAL - LAYOUT  
 MARSHALL CREEK PANEL


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 Bountiful, Utah 84010  
 Phone: (801) 677-0011  
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DRAWING NO.  
**E211**  
 SHEET 12 OF 20

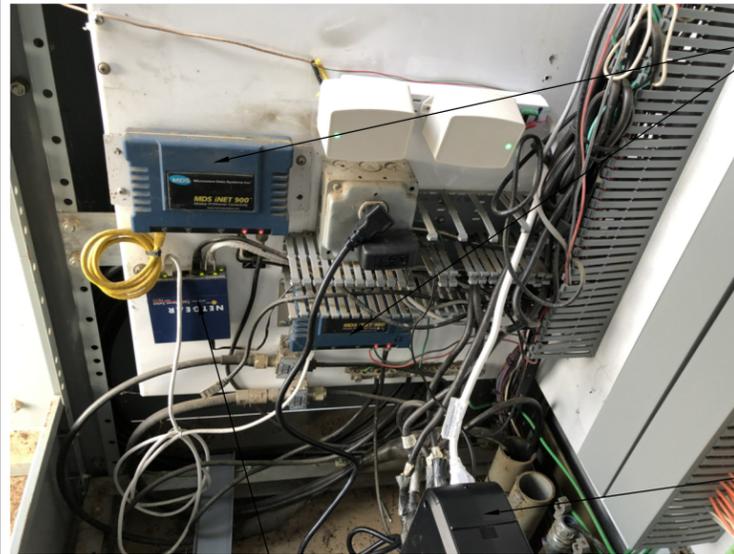


INSTALL A PHOENIX 2320270 AC UPS AND 7.2AH BATTERY PACK TO PROVIDE BACKUP POWER FOR THE SYSTEM.

GE PLC HARDWARE WILL BE REPLACED WITH ALLEN BRADLEY COMPACTLOGIX. REFER TO DRAWINGS AND I/O TO PROPERLY INSTALL.

ALL POWER SUPPLIES, UPS'S, NETWORK SWITCHES, RADIOS, RELAYS AND TERMINAL BLOCKS SHALL BE REPLACED WITH NEW COMPONENTS SUPPLIED WITH THE NEW BACK PANEL.

REFER TO I/O WIRING DIAGRAMS.



REPLACE MDS INET 900 TRANSCEIVER WITH FREEWAVE Z9-PE 900 WIRELESS RADIO.

REMOVE TRIPP-LITE UPS FROM CABINET AS IT HAS BEEN REPLACED BY PHOENIX UPS.

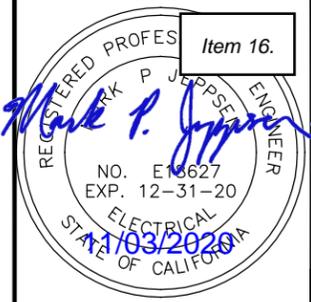
REPLACE NETGEAR ROUTER WITH PHOENIX 5-PORT ETHERNET SWITCH

**MESA PANEL**

TYPE	"AB PLC (NEW) SLOT:POINT"	"GE PLC (OLD) SLOT:POINT"	INPUT/OUTPUT DESCRIPTION	NOTES
AI	1:00	6:00	WET WELL 1 LEVEL	
AI	1:01	7:00	WET WELL 2 LEVEL	
AI	1:02	6:01	DISCHARGE FLOW (10")	
AI	1:03	7:01	DISCHARGE FLOW (14")	
AI	1:04	8:00	DISCHARGE FLOW (10")	
AI	1:05	6:02	PUMP 1 SPEED	
AI	1:06		PUMP 2 SPEED	NEW POINT
AI	1:07		PUMP 3 SPEED	NEW POINT
AI	2:00	7:02	PUMP 4 SPEED	
AI	2:01		SPARE	
AI	2:02		SPARE	
AI	2:03		SPARE	
AI	2:04		SPARE	
AI	2:05		SPARE	
AI	2:06	6:03	WET WELL 1 %LEL	
AI	2:07	7:03	WET WELL 2 %LEL	
AO	3:00	9:00	PUMP 1 SPEED CMD	
AO	3:01		PUMP 2 SPEED CMD	NEW POINT
AO	3:02		PUMP 3 SPEED CMD	NEW POINT
AO	3:03	9:01	PUMP 4 SPEED CMD	
DI	4:00		BYPASS RELAY	NEW POINT
DI	4:01		LOW LEVEL FLOAT	NEW POINT
DI	4:02	2:01	HIGH LEVEL FLOAT	
DI	4:03		SPARE	
DI	4:04	2:02	POWER FAIL AT ATS	
DI	4:05	4:03	GENERATOR RUNNING	
DI	4:06	4:04	GENERATOR FAIL	
DI	4:07		SPARE	
DI	4:08		SPARE	
DI	4:09		SPARE	
DI	4:10		SPARE	
DI	4:11		SPARE	
DI	4:12		DCPSA FAIL	NEW POINT
DI	4:13		DCPSB FAIL	NEW POINT
DI	4:14		UPS FAIL	NEW POINT
DI	4:15		POWER FAULT RELAY	NEW POINT
DI	5:00		PUMP 1 AUTO	NEW POINT
DI	5:01	2:00	PUMP 1 RUN	
DI	5:02	2:01	PUMP 1 VFD FAIL	
DI	5:03	2:03	PUMP 1 E-STOP	
DI	5:04		PUMP 1 HIGH TEMP	NEW POINT
DI	5:05	2:02	PUMP 1 SEAL FAIL	
DI	5:06	2:04	PUMP 1 LEVEL LO LO	
DI	5:07		SPARE	
DI	5:08		PUMP 2 AUTO	NEW POINT
DI	5:09	2:05	PUMP 2 RUN	
DI	5:10	2:06	PUMP 2 RVSS FAIL	
DI	5:11	2:08	PUMP 2 E-STOP	
DI	5:12		PUMP 2 HIGH TEMP	NEW POINT
DI	5:13	2:07	PUMP 2 SEAL FAIL	
DI	5:14	2:09	PUMP 2 LEVEL LO LO	
DI	5:15	2:13	WET WELL 1 HI-HI LEVEL	
DI	6:00		PUMP 3 AUTO	NEW POINT
DI	6:01	3:00	PUMP 3 RUN	
DI	6:02	3:01	PUMP 3 RVSS FAIL	
DI	6:03	3:03	PUMP 3 E-STOP	
DI	6:04		PUMP 3 HIGH TEMP	NEW POINT
DI	6:05	3:02	PUMP 3 SEAL FAIL	
DI	6:06	3:04	PUMP 3 LEVEL LO LO	
DI	6:07		SPARE	
DI	6:08		PUMP 4 AUTO	NEW POINT
DI	6:09	3:08	PUMP 4 RUN	
DI	6:10	3:09	PUMP 4 VFD FAIL	
DI	6:11	3:11	PUMP 4 E-STOP	
DI	6:12		PUMP 4 HIGH TEMP	NEW POINT
DI	6:13	3:10	PUMP 4 SEAL FAIL	
DI	6:14	3:12	PUMP 4 LO LO	
DI	6:15	3:13	WET WELL 2 HI-HI LEVEL	

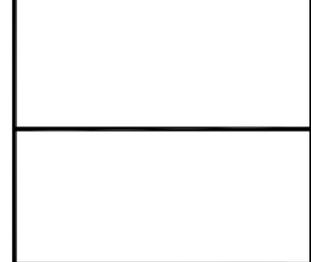
DI	7:00	4:00	INTRUSION ALARM ACTIVATED	
DI	7:01	4:01	INTRUSION BYPASS KEY ON BYPASS	
DI	7:02	4:02	GENERATOR NOT ON AUTO	
DI	7:03		SPARE	
DI	7:04		SPARE	
DI	7:05	4:05	DC POWER SUPPLY TROUBLE	
DI	7:06	4:06	ATS NORMAL	
DI	7:07	4:07	ATS ON EMERGENCY GENERATOR	
DI	7:08	4:08	AC POWER FAIL	
DI	7:09	2:10	MIXER 1 RUN	
DI	7:10	2:11	MIXER 1 FAIL	
DI	7:11	2:12	MIXER 1 E-STOP	
DI	7:12	3:05	MIXER 2 RUN	
DI	7:13	3:06	MIXER 2 FAIL	
DI	7:14	3:07	MIXER 2 E-STOP	
DI	7:15		SPARE	
AI-RTD	8:00		PUMP 1 MOTOR WIRING TEMP	UNKNOWN
AI-RTD	8:01		PUMP 1 MOTOR WIRING TEMP	UNKNOWN
AI-RTD	8:02		PUMP 1 MOTOR WIRING TEMP	UNKNOWN
AI-RTD	8:03		PUMP 2 MOTOR WIRING TEMP	UNKNOWN
AI-RTD	8:04		PUMP 2 MOTOR WIRING TEMP	UNKNOWN
AI-RTD	8:05		PUMP 2 MOTOR WIRING TEMP	UNKNOWN
AI-RTD	9:00		PUMP 3 MOTOR WIRING TEMP	UNKNOWN
AI-RTD	9:01		PUMP 3 MOTOR WIRING TEMP	UNKNOWN
AI-RTD	9:02		PUMP 3 MOTOR WIRING TEMP	UNKNOWN
AI-RTD	9:03		PUMP 4 MOTOR WIRING TEMP	UNKNOWN
AI-RTD	9:04		PUMP 4 MOTOR WIRING TEMP	UNKNOWN
AI-RTD	9:05		PUMP 4 MOTOR WIRING TEMP	UNKNOWN
DO	10:00	5:00	PUMP 1 START CMD	
DO	10:01	5:04	PUMP 2 START CMD	
DO	10:02	5:08	PUMP 3 START CMD	
DO	10:03	5:12	PUMP 4 START CMD	
DO	10:04	5:02	WET WELL 1 %LEL HI-HI STROBE LIGHT	
DO	10:05	5:14	WET WELL 2 %LEL HI-HI STROBE LIGHT	
DO	10:06	5:05	MIXER 1 RUN	
DO	10:07	5:09	MIXER 2 RUN	

**MESA I/O LIST**

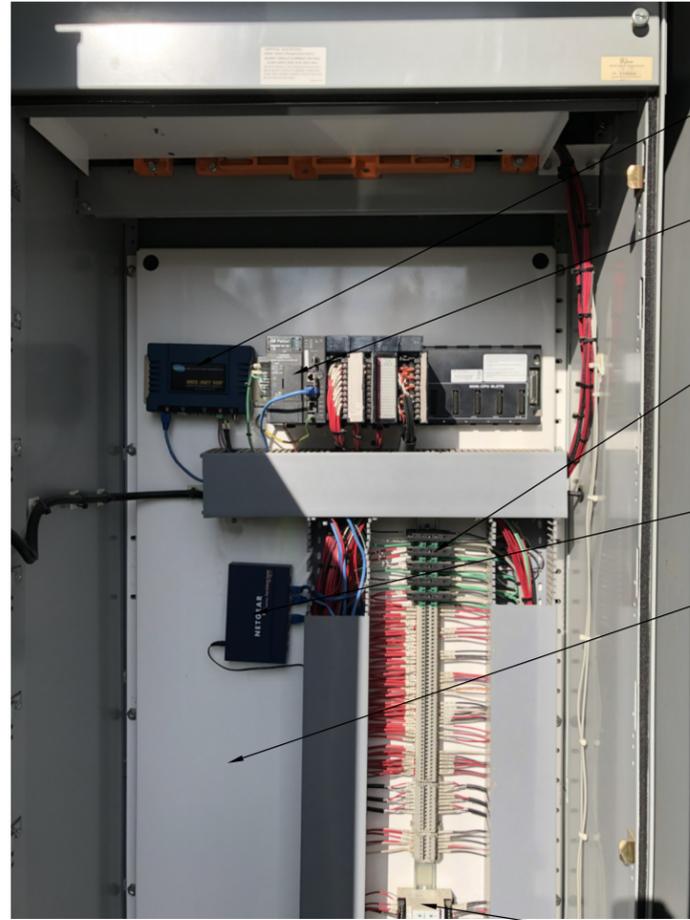


DRAWING IS TO SCALE IF BAR MEASURES: 1" = FULL SCALE 1/2" = HALF SCALE	ORIGINAL	DESIGN	DRAWN	CHECKED
	NO.	DATE	MPJ	BB
0	1	07/31/2020	A	MPJ
REVISIONS				

**SKM ENGINEERING, LLC**  
 533 W 2600 S, SUITE 25 BOUNTIFUL, UT 84010  
 BEAUMONT LIFT STATIONS CONTROLS UPGRADE  
 ELECTRICAL - LAYOUT  
 MESA PANEL



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**SENECA PANEL**

REPLACE MDS INET 900 TRANSCEIVER WITH FREEWAVE Z9-PE 900 WIRELESS RADIO.

GE PLC HARDWARE WILL BE REPLACED WITH ALLEN BRADLEY COMPACTLOGIX. REFER TO DRAWINGS AND IO TO PROPERLY INSTALL.

REFER TO I/O WIRING DIAGRAMS.

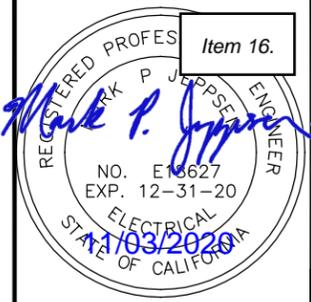
REPLACE NETGEAR ROUTER WITH PHOENIX 5-PORT ETHERNET SWITCH

REMOVE AND REPLACE EXISTING BACK PANEL WITH A NEW BACK PANEL AS SHOWN IN THE TYPICAL DRAWINGS AND BASED UPON THE IO LIST PROVIDED. CAREFULLY REMOVE EACH FIELD WIRE AND RE-TERMINATE ON THE NEW BACK PANEL. COORDINATE THE CUTOVER WITH THE OWNER AND THE OWNER'S SYSTEMS INTEGRATOR. CONTRACTOR SHALL FIELD VERIFY THE BACK PANEL DIMENSIONS AND PURCHASE OR FABRICATE A BACK PANEL WITH THE SAME DIMENSIONS AND HOLES.

ALL POWER SUPPLIES, UPS'S, NETWORK SWITCHES, RADIOS, RELAYS AND TERMINAL BLOCKS SHALL BE REPLACED WITH NEW COMPONENTS SUPPLIED WITH THE NEW BACK PANEL.

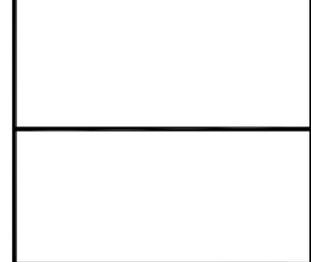
TYPE	"AB PLC (NEW) SLOT:POINT"	"GE PLC (OLD) SLOT:POINT"	INPUT/OUTPUT DESCRIPTION	NOTES
AI	1:00	5:02	WET WELL LEVEL	
AI	1:01	5:00	FLOW 1 (8")	
AI	1:02	5:01	FLOW 2 (8")	
AI	1:03		SPARE	
AI	1:04		SPARE	
AI	1:05		SPARE	
AI	1:06		SPARE	
AI	1:07		SPARE	
DI	2:00		BYPASS RELAY	NEW POINT
DI	2:01	3:00	LOW LEVEL FLOAT	
DI	2:02	3:01	HIGH LEVEL FLOAT	
DI	2:03		SPARE	
DI	2:04	2:09	POWER FAIL AT ATS	
DI	2:05	2:10	GENERATOR RUNNING	
DI	2:06	2:11	GENERATOR FAIL	
DI	2:07		SPARE	
DI	2:08		SPARE	
DI	2:09		SPARE	
DI	2:10		SPARE	
DI	2:11		SPARE	
DI	2:12		DCPSA FAIL	NEW POINT
DI	2:13		DCPSB FAIL	NEW POINT
DI	2:14		UPS FAIL	NEW POINT
DI	2:15		POWER FAULT RELAY	NEW POINT
DI	3:00		PUMP 1 AUTO	NEW POINT
DI	3:01	2:00	PUMP 1 RUN	
DI	3:02	2:01	PUMP 1 RVSS FAIL	
DI	3:03	2:13	PUMP 1 E-STOP	
DI	3:04		PUMP 1 HIGH TEMP	NEW POINT
DI	3:05	2:02	PUMP 1 SEAL FAIL	
DI	3:06		SPARE	
DI	3:07		SPARE	
DI	3:08		PUMP 2 AUTO	NEW POINT
DI	3:09	2:03	PUMP 2 RUN	
DI	3:10	2:04	PUMP 2 RVSS FAIL	
DI	3:11	2:14	PUMP 2 E-STOP	
DI	3:12		PUMP 2 HIGH TEMP	NEW POINT
DI	3:13	2:05	PUMP 2 SEAL FAIL	
DI	3:14		SPARE	
DI	3:15		SPARE	
DI	4:00		PUMP 3 AUTO	NEW POINT
DI	4:01	2:06	PUMP 3 RUN	
DI	4:02	2:07	PUMP 3 RVSS FAIL	
DI	4:03	2:15	PUMP 3 E-STOP	
DI	4:04		PUMP 3 HIGH TEMP	NEW POINT
DI	4:05	2:08	PUMP 3 SEAL FAIL	
DI	4:06		SPARE	
DI	4:07		SPARE	
DI	4:08		SPARE	
DI	4:09		SPARE	
DI	4:10		SPARE	
DI	4:11		SPARE	
DI	4:12		SPARE	
DI	4:13		SPARE	
DI	4:14		SPARE	
DI	4:15		SPARE	
DO	5:00	4:00	PUMP 1 START CMD	
DO	5:01	4:04	PUMP 2 START CMD	
DO	5:02	4:08	PUMP 3 START CMD	
DO	5:03		SPARE	
DO	5:04		SPARE	
DO	5:05		SPARE	
DO	5:06		SPARE	
DO	5:07		SPARE	

**SENECA I/O LIST**



DRAWING IS TO SCALE IF BAR MEASURES: 1" = FULL SCALE 1/2" = HALF SCALE		ORIGINAL	DESIGN	DRAWN	CHECKED
NO.	DATE	MPJ	BB	MPJ	MPJ
A	07/31/2020				
		REVISIONS			

SKM ENGINEERING, LLC  
 533 W 2600 S, SUITE 25 BOUNTIFUL, UT 84010  
 BEAUMONT LIFT STATIONS CONTROLS UPGRADE  
 ELECTRICAL - LAYOUT  
 SENECA PANEL



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TOUCH SCREEN SHALL BE REMOVED FROM THE DOOR OF THE PANEL. INSTALL A STEEL PAINTED COVER IN ITS PLACE.

**UPPER OAK PANEL**

- GE PLC HARDWARE WILL BE REPLACED WITH ALLEN BRADLEY COMPACTLOGIX. REFER TO DRAWINGS AND IO TO PROPERLY INSTALL.
- REMOVE AND REPLACE EXISTING BACK PANEL WITH A NEW BACK PANEL AS SHOWN IN THE TYPICAL DRAWINGS AND BASED UPON THE IO LIST PROVIDED. CAREFULLY REMOVE EACH FIELD WIRE AND RE-TERMINATE ON THE NEW BACK PANEL. COORDINATE THE CUTOVER WITH THE OWNER AND THE OWNER'S SYSTEMS INTEGRATOR. CONTRACTOR SHALL FIELD VERIFY THE BACK PANEL DIMENSIONS AND PURCHASE OR FABRICATE A BACK PANEL WITH THE SAME DIMENSIONS AND HOLES.
- REPLACE NETGEAR ROUTER WITH PHOENIX 5-PORT ETHERNET SWITCH
- REFER TO I/O WIRING DIAGRAMS.
- RELOCATE AND POWER EACH PUMP MOTOR MOISTURE / TEMPERATURE RELAYS TO THE RESPECTIVE PUMP BUCKET AND RELOCATE THE FIELD WIRING FROM THE PUMP AS WELL.
- REPLACE MDS INET 900 TRANSCEIVER WITH FREEWAVE Z9-PE 900 WIRELESS RADIO.
- ALL POWER SUPPLIES, UPS'S, NETWORK SWITCHES, RADIOS, RELAYS AND TERMINAL BLOCKS SHALL BE REPLACED WITH NEW COMPONENTS SUPPLIED WITH THE NEW BACK PANEL.
- REMOVE TRIPP-LITE UPS FROM CABINET AS IT HAS BEEN REPLACED BY PHOENIX UPS.

TYPE	"AB PLC (NEW) SLOT:POINT"	"GE PLC (OLD) SLOT:POINT"	INPUT/OUTPUT DESCRIPTION	NOTES
AI	1:00	6:01	WET WELL LEVEL	
AI	1:01	5:03	FLOW 1 (8")	
AI	1:02	6:00	FLOW 2 (14")	
AI	1:03	5:00	PUMP 1 SPEED	
AI	1:04		PUMP 2 SPEED	NEW POINT
AI	1:05		PUMP 3 SPEED (FUTURE)	NEW POINT
AI	1:06		PUMP 4 SPEED (FUTURE)	NEW POINT
AI	1:07	5:01	PUMP 5 SPEED	
AI	2:00		SPARE	
AI	2:01		SPARE	
AI	2:02		SPARE	
AI	2:03		SPARE	
AI	2:04		SPARE	
AI	2:05		SPARE	
AI	2:06		SPARE	
AI	2:07		SPARE	
AO	3:00	7:00	PUMP 1 SPEED CMD	
AO	3:01		PUMP 2 SPEED CMD	NEW POINT
AO	3:02		PUMP 3 SPEED CMD (FUTURE)	NEW POINT
AO	3:03		PUMP 4 SPEED CMD (FUTURE)	NEW POINT
AO	4:00	7:01	PUMP 5 SPEED	
AO	4:01		SPARE	
AO	4:02		SPARE	
AO	4:03		SPARE	
DI	5:00		BYPASS RELAY	NEW POINT
DI	5:01		LOW LEVEL FLOAT	NEW POINT
DI	5:02	3:01	HIGH LEVEL FLOAT	
DI	5:03		SPARE	
DI	5:04	3:02	POWER FAIL AT ATS	
DI	5:05	3:03	GENERATOR RUNNING	
DI	5:06	3:04	GENERATOR FAIL	
DI	5:07		SPARE	
DI	5:08		SPARE	
DI	5:09		SPARE	
DI	5:10		SPARE	
DI	5:11		SPARE	
DI	5:12		DCPSA FAIL	NEW POINT
DI	5:13		DCPSB FAIL	NEW POINT
DI	5:14		UPS FAIL	NEW POINT
DI	5:15		POWER FAULT RELAY	NEW POINT
DI	6:00		PUMP 1 AUTO	NEW POINT
DI	6:01	2:00	PUMP 1 RUN	
DI	6:02	2:01	PUMP 1 VFD FAIL	
DI	6:03	3:05	PUMP 1 E-STOP	
DI	6:04		PUMP 1 HIGH TEMP	NEW POINT
DI	6:05	2:02	PUMP 1 SEAL FAIL	
DI	6:06	3:00	PUMP 1 VFD START	
DI	6:07		SPARE	
DI	6:08		PUMP 2 AUTO	NEW POINT
DI	6:09	2:03	PUMP 2 RUN	
DI	6:10	2:04	PUMP 2 RVSS FAIL	
DI	6:11	3:06	PUMP 2 E-STOP	
DI	6:12		PUMP 2 HIGH TEMP	NEW POINT
DI	6:13	2:05	PUMP 2 SEAL FAIL	
DI	6:14		SPARE	
DI	6:15		SPARE	
DI	7:00		PUMP 3 AUTO (FUTURE)	NEW POINT
DI	7:01	2:06	PUMP 3 RUN	
DI	7:02	2:07	PUMP 3 RVSS FAIL	
DI	7:03	3:07	PUMP 3 E-STOP	
DI	7:04		PUMP 3 HIGH TEMP	NEW POINT
DI	7:05	2:08	PUMP 3 SEAL FAIL	
DI	7:06		SPARE	
DI	7:07		SPARE	
DI	7:08		PUMP 4 AUTO (FUTURE)	NEW POINT
DI	7:09	2:09	PUMP 4 RUN	
DI	7:10	2:10	PUMP 4 RVSS FAIL	
DI	7:11	3:08	PUMP 4 E-STOP	
DI	7:12		PUMP 4 HIGH TEMP	NEW POINT
DI	7:13	2:11	PUMP 4 SEAL FAIL	
DI	7:14		SPARE	
DI	7:15		SPARE	

DI	8:00		PUMP 5 AUTO	NEW POINT
DI	8:01	2:12	PUMP 5 RUN	
DI	8:02	2:13	PUMP 5 VFD FAIL	
DI	8:03	3:09	PUMP 5 E-STOP	
DI	8:04		PUMP 5 HIGH TEMP	NEW POINT
DI	8:05	2:14	PUMP 5 SEAL FAIL	
DI	8:06		SPARE	
DI	8:07		SPARE	
DI	8:08		SPARE	
DI	8:09		SPARE	
DI	8:10		SPARE	
DI	8:11		SPARE	
DI	8:12		SPARE	
DI	8:13		SPARE	
DI	8:14		SPARE	
DI	8:15		SPARE	
DO	9:00	4:00	PUMP 1 START CMD	
DO	9:01	4:04	PUMP 2 START CMD	
DO	9:02	4:05	PUMP 3 START CMD (FUTURE)	
DO	9:03	4:06	PUMP 4 START CMD (FUTURE)	
DO	9:04	4:08	PUMP 5 START CMD	
DO	9:05		SPARE	
DO	9:06		SPARE	
DO	9:07		SPARE	

**UPPER OAK I/O LIST**

Item 16.

REGISTERED PROFESSIONAL ENGINEER  
 No. E 13627  
 EXP. 12-31-20  
 1/03/2020  
 STATE OF CALIFORNIA

DRAWING IS TO SCALE  
 IF BAR MEASURES:  
 1" = FULL SCALE  
 1/2" = HALF SCALE

NO.	DATE	DESIGN	DRAWN	CHECKED	REVISIONS
A	07/31/2020	MPJ	BB	MPJ	

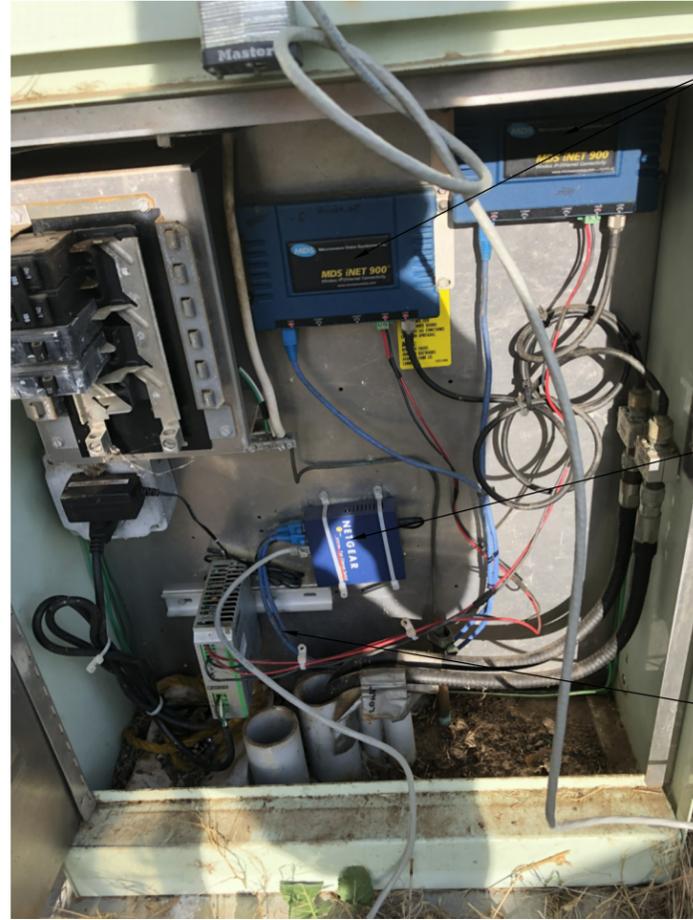
SKM ENGINEERING, LLC  
 533 W 2600 S, SUITE 25 BOUNTIFUL, UT 84010  
 BEAUMONT LIFT STATIONS CONTROLS UPGRADE  
 ELECTRICAL - LAYOUT  
 UPPER OAK PANEL

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skm

DRAWING NO.  
**E214**  
 SHEET 15 OF 20





**SAN TIMOTEO REPEATER SITE**

REPLACE MDS INET 900 TRANSCEIVER WITH FREEWAVE Z9-PE 900 WIRELESS RADIO.

REPLACE NETGEAR ROUTER WITH PHOENIX 5-PORT ETHERNET SWITCH

UPGRADE POWER DISTRIBUTION TO INCLUDE 120VAC SURGE PROTECTOR, AC UPS AND BATTERY PACK, REDUNDANT DC POWER SUPPLIES AND DIODE.



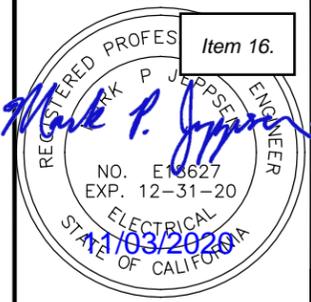
**CITY HALL**

REPLACE BACKPANEL WITH NEW ASSEMBLY TO ALLOW FOR ALL NEW COMPONENTS TO FIT IN THE EXISTING ENCLOSURE.

REPLACE MDS INET 900 TRANSCEIVER WITH FREEWAVE Z9-PE 900 WIRELESS RADIO.

REPLACE NETGEAR ROUTER WITH PHOENIX 5-PORT ETHERNET SWITCH

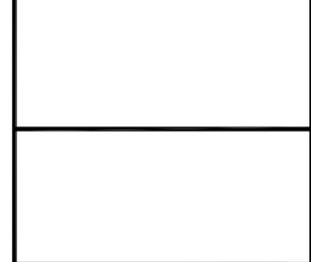
UPGRADE POWER DISTRIBUTION TO INCLUDE 120VAC SURGE PROTECTOR, AC UPS AND BATTERY PACK, REDUNDANT DC POWER SUPPLIES AND DIODE.



DRAWING IS TO SCALE  
IF BAR MEASURES:  
1" = FULL SCALE  
1/2" = HALF SCALE

NO.	DATE	DESIGN	DRAWN	CHECKED		REVISIONS
				MPJ	BB	
A	07/31/2020			MPJ	MPJ	

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 533 W 2600 S, SUITE 25 BOUNTIFUL, UT 84010  
 BEAUMONT LIFT STATIONS CONTROLS UPGRADE  
 ELECTRICAL - LAYOUT  
 WWTP MASTER RADIO REPEATER-CITY HALL PANEL



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DRAWING NO.  
**E216**  
 SHEET 17 OF 20



**OLIVEWOOD**

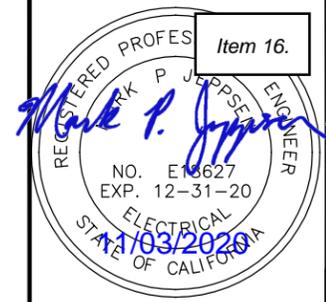
ALLEN BRADLEY MICROLOGIX PLC HARDWARE WILL BE REPLACED WITH ALLEN BRADLEY COMPACTLOGIX. REFER TO DRAWINGS AND IO TO PROPERLY INSTALL.

REPLACE MDS INET 900 TRANSCEIVER WITH FREEWAVE Z9-PE 900. RADIO WILL NEED TO BE MOUNTED VERTICALLY TO ALLOW AC UPS TO BE MOUNTED NEXT TO IT.

INSTALL A PHOENIX 2320270 AC UPS AND 7.2AH BATTERY PACK TO PROVIDE BACKUP POWER FOR THE SYSTEM.

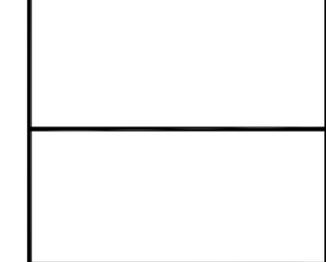
TYPE	AB PLC (NEW) SLOT:POINT	AB MICRO PLC (OLD) SLOT:POINT	INPUT/OUTPUT DESCRIPTION	NOTES
DI	1:00	0:00	GENERATOR WARNING	
DI	1:01	0:01	GENERATOR RUNNING	
DI	1:02	0:02	ATS ENGAGED	
DI	1:03	0:03	PUMP 1 BACKUP COMMAND	
DI	1:04	0:04	PUMP 2 BACKUP COMMAND	
DI	1:05	0:05	PUMP 3 BACKUP COMMAND	
DI	1:06	0:06	POWER FAULT RELAY	
DI	1:07	0:07	INSTRUSION ALERT	
DI	1:08	0:08	FLOW PULSE	
DI	1:09	0:09	SYSTEM RESET	
DI	1:10		SPARE	
DI	1:11		SPARE	
DI	1:12		SPARE	
DI	1:13		DCPSA FAIL	NEW POINT
DI	1:14		DCPSB FAIL	NEW POINT
DI	1:15		UPS FAIL	NEW POINT
DI	2:00	1:00	PUMP 1 AUTO	
DI	2:01	1:01	PUMP 1 RUNNING	
DI	2:02	1:02	PUMP 1 FAULT	
DI	2:03	1:03	PUMP 1 SEAL FAIL	
DI	2:04	1:04	PUMP 2 AUTO	
DI	2:05	1:05	PUMP 2 RUNNING	
DI	2:06	1:06	PUMP 2 FAULT	
DI	2:07	1:07	PUMP 2 SEAL FAIL	
DI	2:08	1:08	PUMP 3 AUTO	
DI	2:09	1:09	PUMP 3 RUNNING	
DI	2:10	1:10	PUMP 3 FAULT	
DI	2:11	1:11	PUMP 3 SEAL FAIL	
DI	2:12	1:12	PUMP 1 ESTOP	
DI	2:13	1:13	PUMP 2 ESTOP	
DI	2:14	1:14	PUMP 3 ESTOP	
DI	2:15	1:15	HYDRORANGER FAULT	
DO	3:00	0:00	PUMP 1 START CMD	
DO	3:01	0:01	PUMP 2 START CMD	
DO	3:02	0:02	PUMP 3 START CMD	
DO	3:03	0:03	PUMP 1 RESET	
DO	3:04	0:04	PUMP 2 RESET	
DO	3:05	0:05	PUMP 3 RESET	
DO	3:06		SPARE	
DO	3:07		SPARE	
AI	1:00	3:00	PUMP 1 CURRENT	
AI	1:01	3:01	PUMP 2 CURRENT	
AI	1:02	3:02	SPARE	
AI	1:03	3:03	WET WELL LEVEL	
AI	1:04	4:00	PUMP FLOW	
AI	1:05	4:01	SPARE	
AI	1:06	4:02	SPARE	
AI	1:07	4:03	SPARE	

**OLIVEWOOD I/O LIST**



DRAWING IS TO SCALE IF BAR MEASURES: 1" = FULL SCALE 1/2" = HALF SCALE		ORIGINAL	DESIGN	DRAWN	CHECKED
NO.	DATE	MPJ	BB	MPJ	MPJ
A	07/31/2020				
REVISIONS					

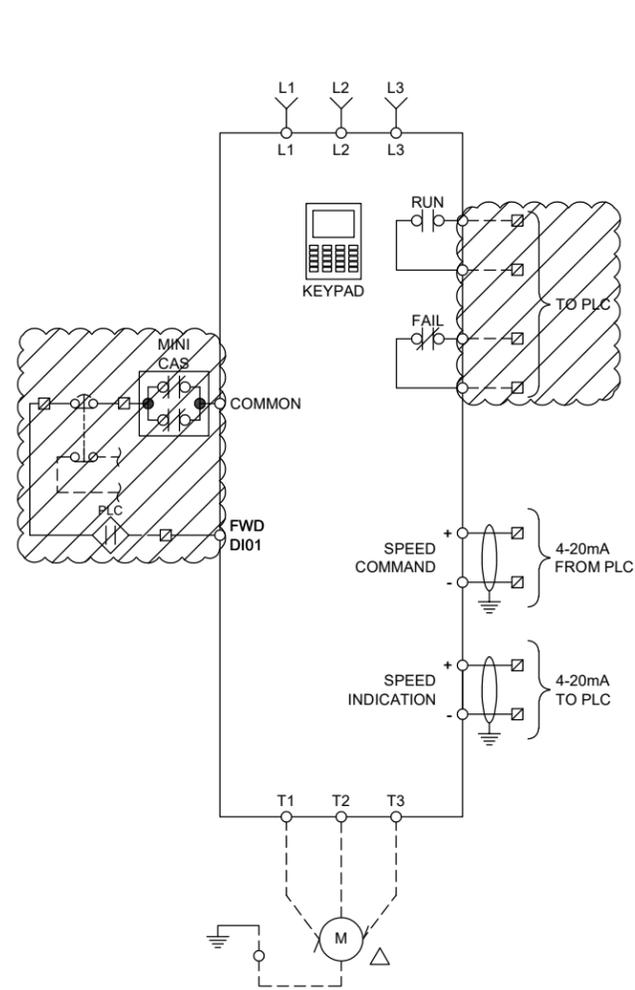
**SKM ENGINEERING, LLC**  
 533 W 2600 S, SUITE 25 BOUNTIFUL, UT 84010  
**BEAUMONT LIFT STATIONS CONTROLS UPGRADE**  
**ELECTRICAL - LAYOUT**  
**OLIVEWOOD PANEL**



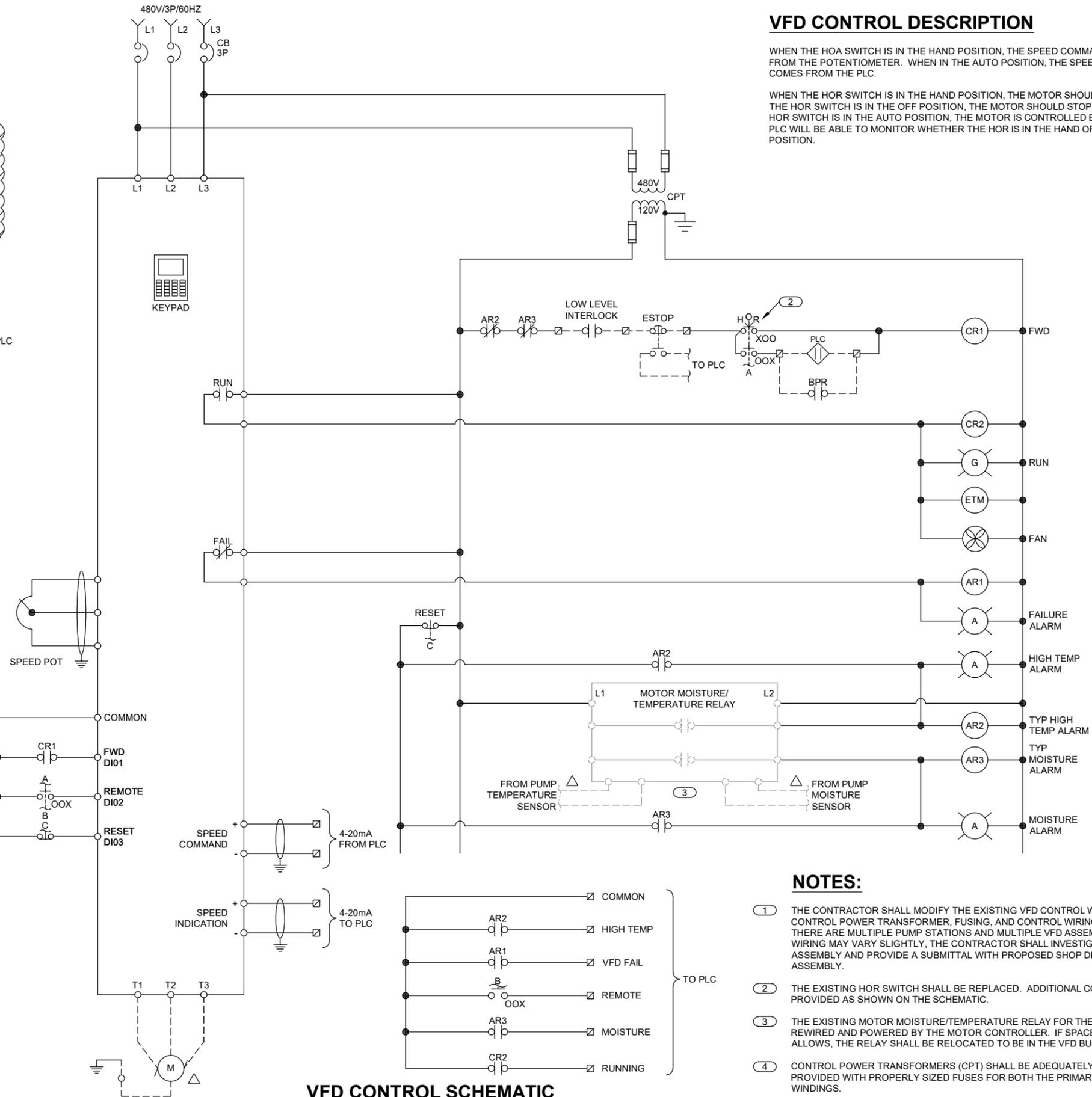
533 W 2600 S, Suite 25  
 Bountiful, Utah 84010  
 Phone: (801) 677-0011  
 www.skmeng.com

C:\USERS\BRYCE.BENSON\AQUA ENGINEERING\BEAUMONT - 001730.D BEAUMONT LIFT STATIONS PLC UPGRADE\050 DRAFTING\999 ELECTRICAL\999-E218.DWG

11/3/2020

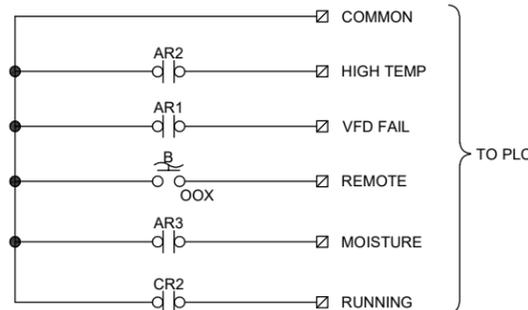


**VFD AS BUILT**



**VFD CONTROL SCHEMATIC**

TYPICAL FOR: UPPER OAK P1 P5, MARSHALL CREEK P1 P2 P3, NOBLE CREEK P1 P2 P3, LOOPERS CREEK P1 P2 P3, MESA P1 P4



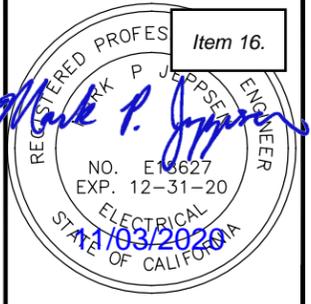
**VFD CONTROL DESCRIPTION**

WHEN THE HOA SWITCH IS IN THE HAND POSITION, THE SPEED COMMAND COMES FROM THE POTENTIOMETER. WHEN IN THE AUTO POSITION, THE SPEED COMMAND COMES FROM THE PLC.

WHEN THE HOR SWITCH IS IN THE HAND POSITION, THE MOTOR SHOULD RUN, WHEN THE HOR SWITCH IS IN THE OFF POSITION, THE MOTOR SHOULD STOP AND WHEN THE HOR SWITCH IS IN THE AUTO POSITION, THE MOTOR IS CONTROLLED BY THE PLC. THE PLC WILL BE ABLE TO MONITOR WHETHER THE HOR IS IN THE HAND OR AUTO POSITION.

**NOTES:**

- ① THE CONTRACTOR SHALL MODIFY THE EXISTING VFD CONTROL WIRING BY ADDING A CONTROL POWER TRANSFORMER, FUSING, AND CONTROL WIRING AS SHOWN. AS THERE ARE MULTIPLE PUMP STATIONS AND MULTIPLE VFD ASSEMBLIES WHOSE WIRING MAY VARY SLIGHTLY, THE CONTRACTOR SHALL INVESTIGATE EACH VFD ASSEMBLY AND PROVIDE A SUBMITTAL WITH PROPOSED SHOP DRAWINGS FOR EACH ASSEMBLY.
- ② THE EXISTING HOR SWITCH SHALL BE REPLACED. ADDITIONAL CONTACTS SHALL BE PROVIDED AS SHOWN ON THE SCHEMATIC.
- ③ THE EXISTING MOTOR MOISTURE/TEMPERATURE RELAY FOR THE PUMP SHALL BE REWIRED AND POWERED BY THE MOTOR CONTROLLER. IF SPACE AND WIRING ALLOWS, THE RELAY SHALL BE RELOCATED TO BE IN THE VFD BUCKET
- ④ CONTROL POWER TRANSFORMERS (CPT) SHALL BE ADEQUATELY SIZED AND SHALL BE PROVIDED WITH PROPERLY SIZED FUSES FOR BOTH THE PRIMARY AND SECONDARY WINDINGS.
- ⑤ CONTROL SWITCHES SHALL BE DOOR MOUNTED ON THEIR RESPECTIVE PANELS. DEVICES SHALL BE RATED FOR LINE VOLTAGE AND 125% OF LOAD CURRENT.



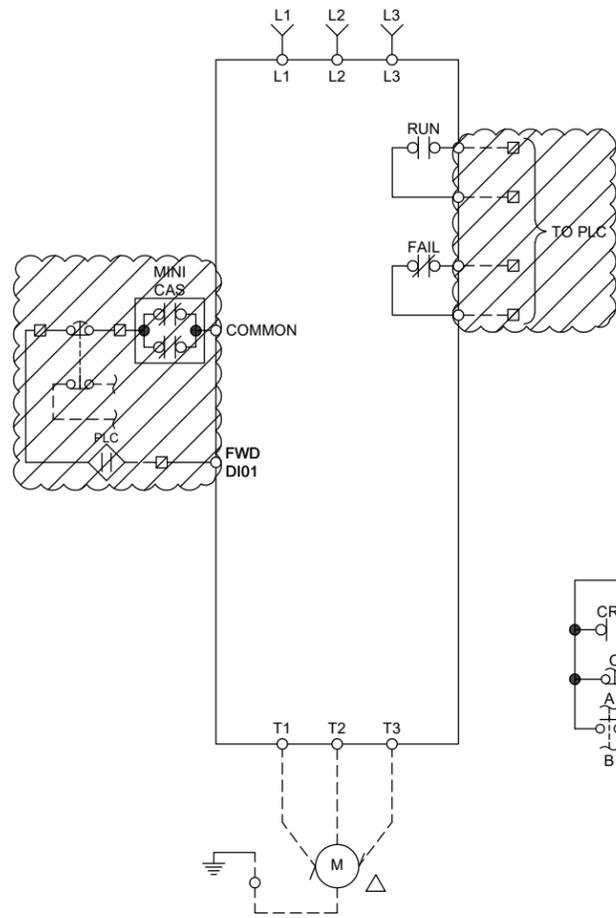
DRAWING IS TO SCALE IF BAR MEASURES: 1" = FULL SCALE 1/2" = HALF SCALE	
ORIGINAL	CHECKED
DESIGN	MPJ
DATE	BB
A	07/31/2020
REVISIONS	
NO.	DATE

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 BEAUMONT LIFT STATIONS CONTROLS UPGRADE  
 ELECTRICAL - LAYOUT  
 TYPICAL VFD SCHEMATIC

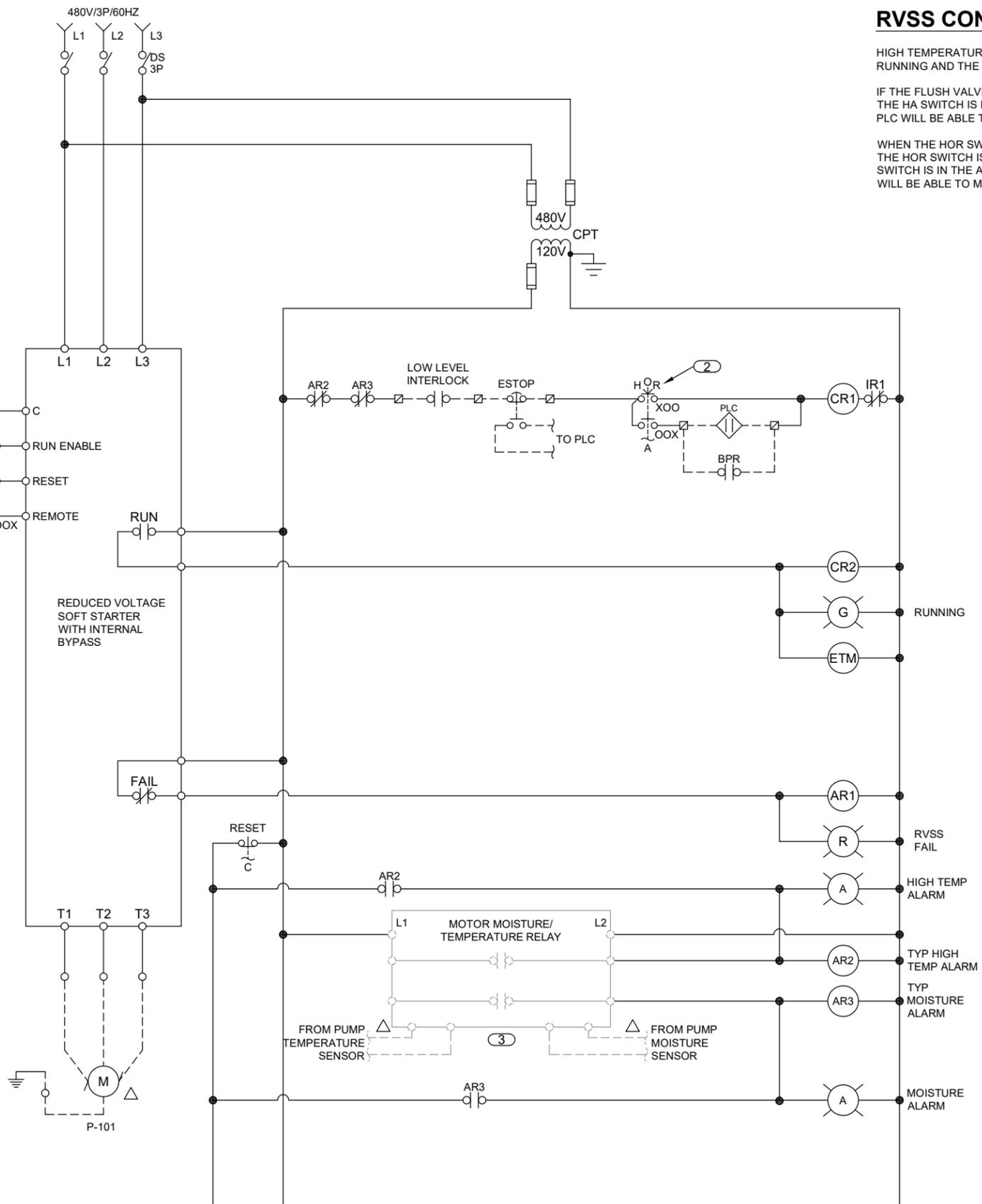
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DRAWING NO.  
**E218**  
 SHEET 19 OF 20

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**RVSS AS-BUILT**



**RVSS CONTROL SCHEMATIC**

TYPICAL FOR: FOUR SEASONS P2 P3, SENECA P1 P2 P3, LOWER OAK P1 P2 P3, UPPER OAK P2, P3 P4 MESA P2 P3

**RVSS CONTROL DESCRIPTION**

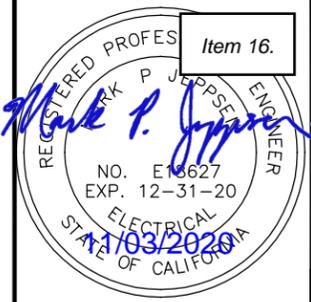
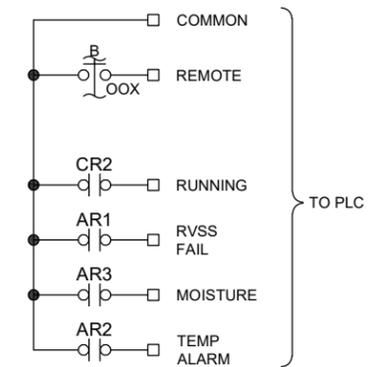
HIGH TEMPERATURE AND HIGH PRESSURE ALARMS SHALL PREVENT THE PUMP FROM RUNNING AND THE SIGNALS SHALL BE COMMUNICATED TO THE PLC.

IF THE FLUSH VALVE HA SWITCH IS IN THE HAND POSITION, THE VALVE SHALL OPEN. IF THE HA SWITCH IS IN THE AUTO POSITION, THE PLC WILL CONTROL THE VALVE. THE PLC WILL BE ABLE TO MONITOR WHEN THE HA IS IN THE HAND OR AUTO POSITION.

WHEN THE HOR SWITCH IS IN THE HAND POSITION, THE MOTOR SHOULD RUN. WHEN THE HOR SWITCH IS IN THE OFF POSITION, THE MOTOR SHOULD STOP. WHEN THE HOR SWITCH IS IN THE AUTO POSITION, THE MOTOR IS CONTROLLED BY THE PLC. THE PLC WILL BE ABLE TO MONITOR WHEN THE HOR IS IN THE HAND OR AUTO POSITION.

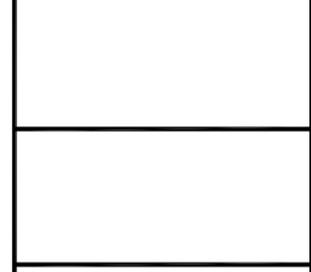
**NOTES:**

- ① THE CONTRACTOR SHALL MODIFY THE EXISTING RVSS CONTROL WIRING BY ADDING A CONTROL POWER TRANSFORMER, FUSING, AND CONTROL WIRING AS SHOWN. AS THERE ARE MULTIPLE PUMP STATIONS AND MULTIPLE RVSS ASSEMBLIES WHOSE WIRING MAY VARY SLIGHTLY, THE CONTRACTOR SHALL INVESTIGATE EACH RVSS ASSEMBLY AND PROVIDE A SUBMITTAL WITH PROPOSED SHOP DRAWINGS FOR EACH ASSEMBLY.
- ② THE EXISTING HOR SWITCH SHALL BE REPLACED. ADDITIONAL CONTACTS SHALL BE PROVIDED AS SHOWN ON THE SCHEMATIC.
- ③ THE EXISTING MOTOR MOISTURE/TEMPERATURE RELAY FOR THE PUMP SHALL BE REWIRED AND POWERED BY THE MOTOR CONTROLLER. IF SPACE AND WIRING ALLOWS, THE RELAY SHALL BE RELOCATED TO BE IN THE RVSS BUCKET
- ④ CONTROL POWER TRANSFORMERS (CPT) SHALL BE ADEQUATELY SIZED AND SHALL BE PROVIDED WITH PROPERLY SIZED FUSES FOR BOTH THE PRIMARY AND SECONDARY WINDINGS.
- ⑤ CONTROL SWITCHES SHALL BE DOOR MOUNTED ON THEIR RESPECTIVE PANELS. DEVICES SHALL BE RATED FOR LINE VOLTAGE AND 125% OF LOAD CURRENT.



DRAWING IS TO SCALE IF BAR MEASURES: 1" = FULL SCALE 1/2" = HALF SCALE		ORIGINAL	DESIGN	DRAWN	CHECKED
NO.	DATE	MPJ	MPJ	BB	MPJ
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REVISIONS					

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**BEAUMONT LIFT STATIONS CONTROLS UPGRADE**  
**ELECTRICAL - LAYOUT**  
**TYPICAL RVSS SCHEMATIC**



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Bountiful, Utah 84010  
Phone: (801) 677-0011  
www.skmeng.com

Access Report  
 Agency  
 Bid Number  
 Bid Title

City of Beaumont  
 PW2019-010  
 CIP 2019-010 PLC Upgrade Project

Vendor Name	Accessed First Time
Trimax Systems, Inc.	2020-11-17 12:07 PM PST
School Wholesale Supplies LLC	2020-11-05 09:04 PM PST
Construction Bid Source	2020-11-03 05:54 PM PST
SPF Water Engineering, LLC	2020-11-04 07:40 AM PST
CSI Electrical Contractors Inc	2020-11-10 01:36 PM PST
Z&K Consultants, Inc.	2020-11-03 06:57 PM PST
IMS	2020-11-04 10:42 AM PST
North America Procurement Council	2020-11-04 11:48 PM PST
Robert D. Niehaus, Inc.	2020-11-19 12:09 PM PST
Wayne Enterprises	2020-11-04 07:42 AM PST
Dodge Data & Analytics	2020-11-05 01:34 AM PST
Giant Services Inc.	2020-11-09 08:22 AM PST
Rockwell Automation	2020-11-17 09:32 AM PST
Aggregate Products Inc.	2020-11-06 09:22 AM PST
IMS	2020-11-04 02:43 AM PST
McGraw-Hill Construction	2020-11-18 11:25 AM PST
Soffa Electric Inc.	2020-11-20 02:58 PM PST
DTC	2020-11-11 02:30 PM PST
Sevenoutsource	2020-11-03 10:29 PM PST
Southern Contracting Company	2020-11-23 01:45 PM PST
Onvia	2020-11-03 04:00 PM PST
Durba Construction	2020-11-25 05:42 AM PST
Maloney & Associates	2020-11-23 03:30 PM PST
Dodge Data & Analytics	2020-12-03 11:41 AM PST
Montauk	2020-11-10 02:46 AM PST
AGC Plan Room	2020-11-09 07:09 AM PST
EXP	2020-11-12 08:17 AM PST
RFx Analyst	2020-11-04 08:29 AM PST
Dodge Data & Analytics	2020-11-03 02:58 PM PST
SmartProcure	2020-11-06 11:32 AM PST
Hardy and Harper, Inc	2020-11-16 10:13 AM PST
Tukmol General Contractor	2020-11-05 05:58 PM PST
Webtech	2020-11-04 05:48 PM PST
Advance Telemetry Systems International, Inc.	2020-11-23 10:29 AM PST
Leed Electric, Inc.	2020-11-20 09:20 AM PST
Partners in Control	2020-11-06 12:50 PM PST
HR Green	2020-11-17 08:58 AM PST
Matich Corporation	2020-11-17 10:46 AM PST
The Blue Book of Building and Construction	2020-11-10 12:29 AM PST
Aspect Engineering Group	2020-11-10 10:33 AM PST
The Blue Book Building & Construction Network	2020-11-25 09:18 AM PST



## Staff Report

**TO:** City Council

**FROM:** Jeff Hart, Director of Public Works

**DATE:** December 15, 2020

**SUBJECT:** **Authorize the Mayor to Execute an Agreement for Maintenance of Traffic Signals and Safety Lighting Between the City of Banning and the City of Beaumont**

---

### Background and Analysis:

On December 1, 2020, the City Council authorized a Memorandum of Understanding (MOU) between the City of Banning (Banning), the City of Beaumont, and the California Department of Transportation (Caltrans) in order to more efficiently control the signal timing of 6 different intersections located on Highland Springs Avenue. Recognizing a need to ensure that all of the signals along Highland Springs, which are split jurisdiction with the City of Banning, are adequately maintained the Cities of Beaumont and Banning mutually agreed that a maintenance agreement would be required.

The maintenance agreement would apply to the following intersections, also shown in Exhibit A of the agreement.

- Cougar Way / Future Highland Home Road
- Discovery Way / Future Street
- Oak Valley Parkway / Meadowline Way
- Sundance Drive
- Starlight Avenue / Atwell Drive
- Main Drive / Future Commercial Driveway
- 8<sup>th</sup> Street / Wilson Street
- 6<sup>th</sup> Street / Ramsey Ave
- I-10 westbound ramps / Joshua Palmer
- I-10 eastbound ramps
- Second Street / Sun Lakes Village Drive
- First Street / Sun Lakes Boulevard

The maintenance agreement spells out the responsible party (project lead) for required maintenance as well as reimbursement requirements for the effective operation of the locations previously identified.

**Fiscal Impact:**

The cost of preparing the staff report is estimated to be \$1,365.

**Recommended Action:**

Authorize the Mayor to execute an Agreement for Maintenance of traffic signals and safety lighting between the City of Banning and the City of Beaumont.

**Attachments:**

- A. Agreement for Maintenance of traffic signals and safety lighting between the City of Banning and the City of Beaumont.

**AGREEMENT FOR MAINTENANCE OF TRAFFIC SIGNALS AND SAFETY LIGHTING BETWEEN CITY OF BANNING AND CITY OF BEAUMONT**

**THIS AGREEMENT** (“Agreement”) is made and effective as of \_\_\_\_\_, 2020, between the City of Banning, a municipal corporation (“BANNING”), and the City of Beaumont, a municipal corporation (“BEAUMONT”), collectively the “Parties.” In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. It is understood that a coordinated traffic signal system would be mutually beneficial to the Parties and would improve traffic safety and flow. The Parties agree that having one entity take the responsibility of the operations and maintenance of the traffic signal system would be the most effective way in assuring that the traffic signal system remains operational as designed and programmed.

2. This AGREEMENT is for maintenance work to be provided by BEAUMONT on traffic signals and safety lighting, video detection cameras, Opticom systems, illuminated street name signs and other electrically operated traffic control or warning devices along Highland Springs Avenue at the location(s) shown on Appendix "A," attached hereto and incorporated herein by this references as though set forth in full (“TRAFFIC CONTROL DEVICES”, collectively herein).

3. BEAUMONT, through its Public Works Department or traffic signal maintenance contractor, will provide the following services:

A.) Routine maintenance work on the TRAFFIC CONTROL DEVICES. So that said TRAFFIC CONTROL DEVICES remain in good operating condition and repair, said routine maintenance work shall include, but is not limited to:

- i) Inspect the signal system and clean the controller cabinet every six (6) weeks.
- ii) Clean signal heads every three (3) years and replace light emitting diode (LED) as needed.
- iii) Re-lamping and cleaning street lights every five (5) years.
- iv) Replacement of burned out lights (e.g. signal indications, pedestrian displays and/or illuminated street name signs).
- v) Annual inspection/testing of Conflict Monitor Units (CMU) and Malfunction Management Units (MMU).
- vi) Inspection to assure video detection, loop detection and pedestrian detection systems are functional.
- vii) Monthly inspection of battery back up power.

- viii) Confirmation of controller timing to approved timing sheet.
- ix) Covering or removing any graffiti within forty-eight (48) hours of notification by any person or public agency.

B.) Emergency call-out service and/or repair of the TRAFFIC CONTROL DEVICES. BEAUMONT shall respond within two (2) hours, excluding any period of delay caused by events or circumstances beyond BEAUMONT'S reasonable control, following BEAUMONT'S receipt of notice from BANNING or other agencies or persons that any TRAFFIC CONTROL DEVICE is not functioning properly, including any traffic signal lamp not illuminating. Upon ascertaining that any TRAFFIC CONTROL DEVICE is destroyed or damaged beyond repair, BEAUMONT shall take immediate action as necessary to protect the public health and safety, and shall notify BANNING'S City Engineer. The costs of any such emergency service or repair shall be handled pursuant to the provisions of Section 9, herein.

C.) At all times, BEAUMONT and any and all contractors used to provide the services herein, shall comply with any and all applicable local, State, and federal laws including, but not limited to, provisions of the California Labor Code applicable to public works requiring payment of prevailing wages, maintenance of certified payroll records, and registration with the Department of Industrial Relations.

4. The Parties shall agree in writing as to traffic signal timings for the traffic signal locations listed in Appendix "A". The timings shall be developed and maintained by BEAUMONT, in accordance with Manual on Uniform Traffic Control Devices (MUTCD). Any change in timing or operation proposed by one party shall be reviewed and agreed upon in writing by the Parties.

5. BANNING shall pay BEAUMONT its portion of the total cost of electrical energy, routine maintenance as described in Sections 3 and 4, above, and emergency service and repairs (collectively, "Total Costs"), in accordance with BANNING'S percentage of ownership set forth in Appendix "A". BEAUMONT shall be responsible for its portion of the Total Costs in accordance with its percentage of ownership set forth in Appendix "A".

6. BEAUMONT shall maintain detailed records of the work it performs or causes to be performed under this Agreement, including itemization of all costs of labor and materials actually incurred, and any and all third party suppliers' and/or contractors' invoices actually paid by BEAUMONT. These records shall be made available for inspection by BANNING during normal business hours following not less than three (3) business days' prior, written notice. BEAUMONT shall, on a quarterly basis, submit to BANNING an itemized accounting of the Total Cost and description of all services performed by BEAUMONT under this Agreement, and a breakdown of each Party's proportionate share of the Total Costs.

7. BANNING shall pay to BEAUMONT, on a QUARTERLY reimbursement basis, an amount equal to BANNING'S proportionate share of the Total Costs for the billing period, within thirty (30) days after receipt of an itemized statement from BEAUMONT. BEAUMONT shall not mark up any costs it incurs in providing any of the required services, in the itemized statement. In

the event that BANNING disputes the amounts stated on any itemize statement, BANNING shall submit within the 30-day period written notice of such dispute and the basis for the dispute. The Parties shall endeavor to resolve any such disputes within a reasonable time after BEAUMONT'S receipt of notice of dispute. Any dispute that is not resolved within five (5) business days shall be referred to the Parties' City Managers for resolution

8. This Agreement shall remain in force and effect until terminated by any of the Parties hereto upon sixty (60) days written notice to the other Party. Upon termination, and provided BEAUMONT is not then in default, BANNING shall reimburse BEAUMONT for any services provided up to the date of termination, or other agreed upon date, that remain unpaid.

9. If BEAUMONT is of the reasonable opinion that any work BEAUMONT has been directed to perform to keep any TRAFFIC CONTROL DEVICE fully functional, is beyond the scope of this Agreement and constitutes work outside of the scope of services described in Sections 3 and 4 herein ("Extra Work"), BEAUMONT shall promptly notify BANNING in writing of that opinion. A decision by BEAUMONT to immediately perform maintenance or repair services to avoid or minimize risk to the public health or safety, shall not affect any legal remedies available to either Party in the event of a dispute. In the event that BANNING agrees that such work constitutes Extra Work and authorizes BEAUMONT to perform the Extra Work, or approves as Extra Work, work already performed that could not reasonably be delayed, BANNING shall provide extra compensation, based on the percentages set forth in Appendix "A", to BEAUMONT upon fair and equitable basis in accordance with BEAUMONT'S standard rate.

10. Upon and subject to further agreement of the parties acknowledged in writing by BANNING'S City Engineer and BEAUMONT'S City Engineer, facilities may be added to the list of TRAFFIC CONTROL DEVICES to be maintained by BEAUMONT provided that the resulting increase(s) in costs in any given year does not exceed ten percent (10%) of the current Total Cost. Any increase in cost exceeding ten percent (10%) shall require approval of each Party's City Manager or City Council, depending on the amount of the increase(s) and the purchasing policy of each Party.

11. BANNING, shall indemnify, defend, and hold harmless BEAUMONT, its elected officials, officers, agents, servants, volunteers and employees with respect to any and all liability, claims, demands, debts, damages, suits, actions and causes of action of whatsoever kind, nature or sort, including, but not by way of limitation, wrongful death, personal injury or damage to property, stop notices, costs of defense and reasonable attorneys' fees in defending any such claim or action, arising out of or in any manner connected with the acts or omissions of BANNING or BANNING employees, agents or contractors, pursuant to this Agreement.

BEAUMONT shall indemnify, defend, and hold harmless BANNING, its elected officials, officers, agents, servants, volunteers and employees with respect to any and all liability, claims, demands, debts, damages, suits, actions and causes of action of whatsoever kind, nature or sort, including, but not by way of limitation, wrongful death, personal injury or damage to property, stop notices, costs of defense and reasonable attorney's fees in defending any such claim or action, arising out of or in any manner connected with the acts or omissions of BEAUMONT or BEAUMONT employees, agents or contractors, pursuant to this Agreement.

12. This Agreement contains the entire agreement of the parties with respect to the subject matter herein, and supersedes all prior negotiations, understandings or agreements pertaining to the locations set forth in Appendix "A". No representation, promise or agreement not set forth herein shall be binding on the Parties.

13. Notice. Any notice required or permitted to be sent to each party shall be sent by regular mail, addressed as follows:

City of Banning  
99 East Ramsey Street  
BANNING, California 92220  
Attn: City Engineer

City of Beaumont  
550 East 6<sup>th</sup> Street  
BEAUMONT, CA 92223  
Attn: City Engineer

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF BANNING**

\_\_\_\_\_  
Daniela Andrade  
Mayor

ATTEST:

\_\_\_\_\_  
Sonja De La Fuente  
Deputy City Clerk

APPROVED AS TO FORM

\_\_\_\_\_

Kevin Ennis  
City Attorney

**CITY OF BEAUMONT**

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Mike Lara  
Mayor

ATTEST:

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Steven Mehlman  
City Clerk

APPROVED AS TO FORM

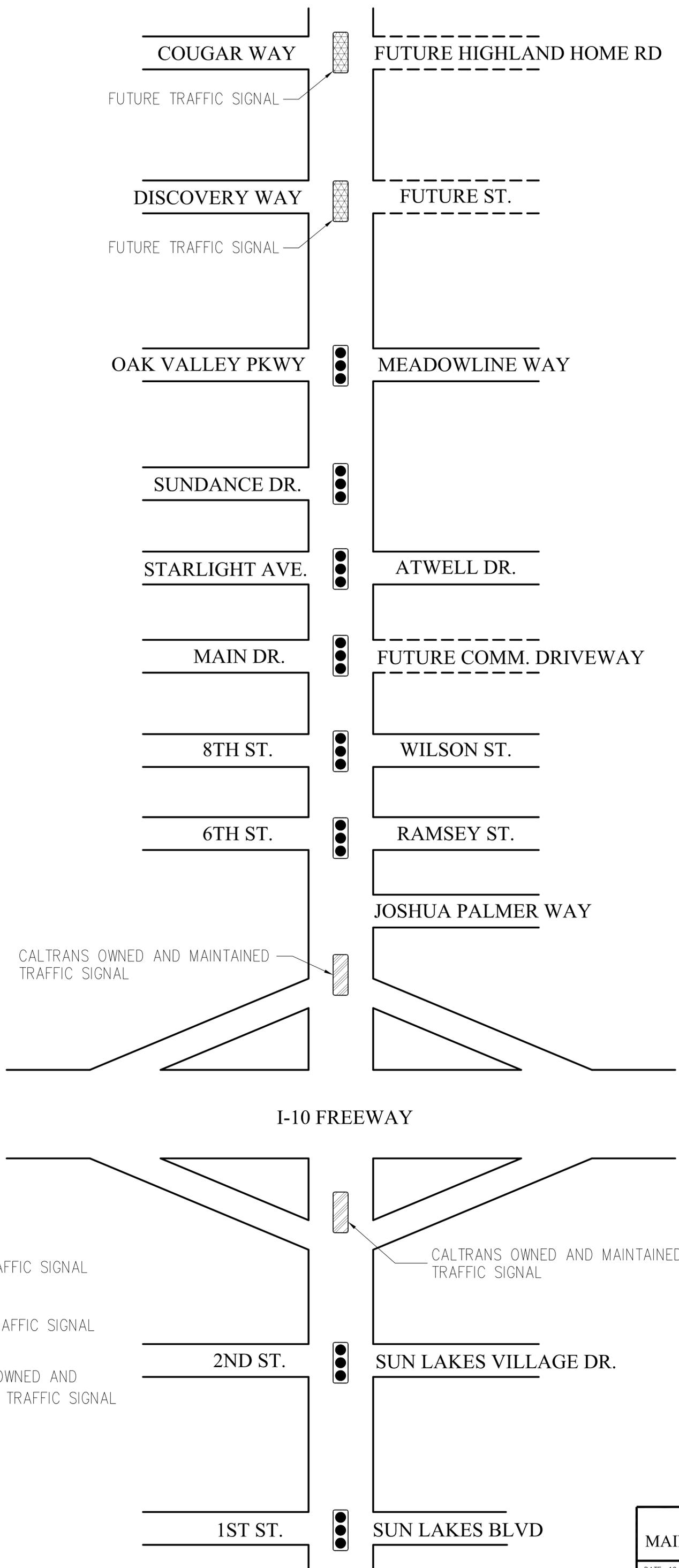
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John Pinkney  
City Attorney

**APPENDIX "A" - TRAFFIC CONTROL DEVICE LOCATIONS; PAYMENT PERCENTAGES**

The percentages of ownership set forth in this Exhibit A constitute each Party's proportionate share of the total cost of maintenance and other services related to Traffic Control Devices, described in the Agreement, at the locations set forth below.

<b><u>LOCATION</u></b>	<b><u>% OF OWNERSHIP</u></b>
Highland Springs Avenue and 1 <sup>st</sup> Street/ Sun Lakes Boulevard	BEAUMONT—50% BANNING—50%
Highland Springs Avenue and 2 <sup>nd</sup> Street/Sun Lakes Village Dr.	BEAUMONT—50% BANNING—50%
Highland Springs Avenue and 6 <sup>th</sup> Street/Ramsey Street	BEAUMONT—50% BANNING—50%
Highland Springs Avenue and 8 <sup>th</sup> Street/Wilson Street	BEAUMONT—50% BANNING—50%
Highland Springs Ave and Main Drive	BEAUMONT—75% BANNING—25%
Highland Springs Avenue and Starlight Avenue/Atwell Dr.	BEAUMONT—50% BANNING—50%
Highland Springs Avenue and Starlight Avenue/Atwell Dr.	BEAUMONT—50% BANNING—50%
Highland Springs Ave and Sundance Drive	BEAUMONT—75% BANNING—25%
Highland Springs Ave and Meadowline Way/Oak Valley Pkwy	BEAUMONT—50% BANNING—50%
Highland Springs Ave and Discovery Way/Future Street	BEAUMONT—50% BANNING—50%
Highland Springs Ave and Cougar Way/Future Highland Home Rd	BEAUMONT—50% BANNING—50%



**LEGEND**

-  FUTURE TRAFFIC SIGNAL
-  EXISTING TRAFFIC SIGNAL
-  CALTRANS OWNED AND MAINTAINED TRAFFIC SIGNAL





## Staff Report

**TO:** City Council

**FROM:** Kristine Day, Assistant City Manager

**DATE:** December 15, 2020

**SUBJECT:** **City Council Approval of Contract Amendment No.1 for Albert A. Webb Associates for the Wastewater Treatment Plan Engineering Services During Construction in an Amount not to Exceed \$487,781**

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### Background and Analysis:

Construction of the City's new wastewater treatment plant (Plant) and brineline began in October 2018. Since that time, the Webb team (WEBB Associates, AQUA Engineering, SKM, Inc., and Kleinfelder) have been providing engineering services during construction (ESDC). Webb has also been performing SCADA upgrades, which includes implementing a completely new SCADA system throughout the entire system. Their total contract value for this work is \$3,067,793 and is allocated toward the project tasks as shown below.

WWTP ESDC	\$1,138,112
SCADA Upgrades	\$1,069,719
Brineline ESDC	\$ 360,856
Program Management	\$ 499,106
<b>Total</b>	<b>\$3,067,793</b>

The Plant construction project was divided into two phases with the second phase scheduled for completion in January 2021. Phase 1 of the Plant construction has been completed and began accommodating full wastewater flow earlier this year. Brineline construction was also divided into two phases identified as Reaches 1 and 2. It was anticipated that these two reaches would both be completed in February 2021. The Plant construction timeline for Phase 2 is expected to extend 7 months with an anticipated completion date of July 2021. The completion of Reach 1 of the brineline extended 3 months to May 2020. The completion of Reach 2 of the brineline extended

5 months to July 2020. To date Webb has expended \$2,794,786 (approximately 91% of the total budget for ESDC, SCADA programming and Program Management).

Webb is estimating that there is approximately \$760,000 of remaining effort (including SCADA programming) to complete their work on these projects. Their remaining budget is approximately \$273,000, which leaves an estimated shortfall of \$487,000. During the past 22 months their team has performed a significant amount of extra work that was not included in our original scope of work. They will also incur additional costs due to the extension of the construction contract beyond the original completion date. This extra work and contract extension have depleted their budgets necessitating a contract amendment. The details for the major items of extra work are included below along with the associated costs.

**1. Project Meetings** – The assumptions regarding meetings from the original proposal were as follows. Webb assumed that four people, with an average billing rate of approximately \$191/hr, would attend the 116 weekly construction meetings. They assumed 524 hours for this task with a total budget of \$100,225. The 7 months extension of the schedule will lead to 30 additional weekly meetings. The total extra work for project meetings is approximately \$22,900.

**2. Commissioning Meetings** – The Construction Manager and Contractor have set up weekly and daily commissioning meetings leading up to and during the commissioning of the Phase 1 work. There have been 27 meetings to date. These weekly calls typically last 1 hour and are attended by 5 members of the Webb team. They anticipate 10 more weekly commissioning meetings through the end of Phase 2. In addition, there have been 6 weeks of daily commissioning activity calls at 7am. These meetings are generally attended by 2-3 members of their team. They anticipate that there will need to be 2 more weeks of these meetings through the end of Phase 2. These meetings were not included in the original budget. The total extra work for commissioning meetings equals  $\$25,920 + \$9,600 + \$12,525 + \$4,175 = \$52,220$ .

**3. Submittal Review** – The original budget included the review of 600 submittals with a budget of \$316,100 (approximately \$527/submittal). To date they have received and reviewed approximately 560 submittals and resubmittals with an estimated 200 more to complete the project. The extra work associated with the additional 160 submittals equates to \$84,320.

**4. Design of Additional Facilities** – During the course of construction, the City Council has authorized added facilities that were not included in the original design. These additional facilities are characterized as “betterments” to the Plant (meaning that they are improvements to the facility and not redesign tasks). The Plant betterments include: A. modifying the MBR system to upgrade the aeration system, B. adding a new EQ

Basin Pump Station and reconfiguring the associated piping, C. adding bulk chemical storage tanks and pumping equipment at the MBR building and Plant effluent areas, D. piping changes to accommodate a future recycled water pump station on the property immediately north of the Plant, E. changes to the MBR building to accommodate changes to the chemical feed systems, F. changes to the Plant instrumentation to accommodate new HACH analyzers and wireless access points, G. evaluation the existing UV system and the opportunity of installing a new UV system. The cost associated with all of the analysis, coordination with operations staff, coordination with the contractor, and engineering design was roughly \$208,000.

**5. Permitting Assistance and Utility Coordination** – Webb budgeted \$177,470 for permitting assistance for the brineline and Plant. This assistance included processing permit applications with various regulatory and environmental agencies. To date, they have spent \$264,700. All of the permits have been secured for the brineline, Plant, and Inland Empire Brine Line. In addition to regulatory permitting with the Army Corp of Engineers, Department of Fish and Game, County of Riverside, County of San Bernardino, City of San Bernardino, City of Redlands, City of Loma Linda, Regional Water Quality Control Board, California Department of Drinking Water, and Southern California Air Quality Management District the team has been working with utility providers such as Frontier Communication, SoCal Gas, Edison, and Beaumont Cherry Valley Water District to get utilities established at the Plant. The extra cost for this work is \$88,231.

**6. Project Management/Program Management** – The original budget for overall project management of the Engineering Services during Construction and Program Management to help the City manage the entire project was \$124,000 for the 27-month construction schedule, which equals approximately \$4,600 per month. Based upon the 7-month extension of the construction contract their additional project management costs will increase by \$32,200.

The total of the extra work completed to date and anticipated through July 2021 is \$487,871. Webb is requesting that their total contract be increased by \$487,871 in order to replenish the budgets that have been depleted due to the extra work completed to date.

**Fiscal Impact:**

Due to the magnitude of the Plant and brineline construction the City withheld approximately \$4 million of available project funds on an unallocated status in the event additional work or modifications would be needed or desired. This change, if approved, will require the funds to be moved from unallocated to the appropriate category of design.

<b>WWTP</b>	<b>Budget Amount</b>	<b>Paid to Date</b>	<b>Remaining</b>
Design	\$2,697,942.63	\$2,556,828.66	\$141,113.97
Construction Management	\$5,082,475.75	\$4,905,144.68	\$177,331.07
Equipment	\$252,906.00	\$256,216.13	\$(3,310.13)
Permits	\$324,776.76	\$117,566.12	\$207,210.64
Construction	\$53,910,737.00	\$39,224,465.26	\$14,686,271.74
Contingency	\$4,000,000.00	\$1,571,627.37	\$2,428,372.63
Unallocated	\$4,065,594.24	\$0.00	\$4,065,594.24
<b>Total</b>	<b>\$70,334,432.38</b>	<b>\$48,631,848.22</b>	<b>\$21,702,584.16</b>

**Recommended Action:**

Approval of Contract Amendment No.1 for Albert A. Webb Associates for the Wastewater Treatment Plan Engineering Services during construction in an amount not to exceed \$487,781.

**Attachments:**

- A. Contract Amendment No.1 for Albert A Webb Associates

**FIRST AMENDMENT  
TO  
TO PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is made and effective as of the \_\_\_\_, day of December, 2020 by and between the CITY OF BEAUMONT (“CITY”), a general law city, and Albert A. Webb Associates (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

**RECITALS**

This Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

A. On October 2, 2018 the City and Contractor, entered into that certain agreement entitled Agreement for Professional Services by Independent Contractor (“Agreement”) for engineering services which remains in effect.

B. Contractor has provided a Proposal dated September 2, 2020, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, to extend the term of the Agreement and to change the scope of the Services.

**AMENDMENT**

1. The Agreement is hereby amended as follows:

Section 1 Term of Agreement. The Agreement shall continue in effect until the Services identified in Section 2 are completed.

Section 2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as provided in the Proposal. All Services shall be performed in the manner and according to the time frame set forth in the Proposal as needed by City.

Section 4.01 Compensation. CITY agrees to pay CONTRACTOR the amounts and rates provided in the Proposal.

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

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

*[signatures on following page]*

CITY:

CONTRACTOR:

CITY OF BEAUMONT

ALBERT A. WEBB ASSOCIATES

By: \_\_\_\_\_

By: \_\_\_\_\_

Mike Lara, Mayor

Print Name: \_\_\_\_\_

ATTEST

\_\_\_\_\_

Nicole Wheelwright, Deputy City Clerk

Title: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

John Pinkney, City Attorney

**EXHIBIT "A"**  
**ATTACH PROPOSAL**



## Staff Report

**TO:** City Council  
**FROM:** Kristine Day, Assistant City Manager  
**DATE:** December 15, 2020  
**SUBJECT:** **Approval of Contract Amendment No.1 for MWH Constructors for the Wastewater Treatment Plant for Construction Management Services During Construction in an Amount Not to Exceed \$300,000**

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### Background and Analysis:

Construction of the City's new wastewater treatment plant (Plant) and brineline began in October 2018. The brineline project was divided into two phases called Reach 1 and Reach 2. Since that time, the MWH team has been providing construction management services. Plant construction was divided also into two phases. Phase 1 was completed earlier this year and is accepting the City's full waste stream. Phase 2 of the plant is scheduled for completion in January 2021. The construction schedule was originally anticipated to be 16 months for both phases of the brineline, with a completion date in February 2020. The construction of the Plant is expected to extend 7 months to an anticipated completion date of July 2021. The completion of Reach 1 of the brineline extended 3 months to May 2020. The completion of Reach 2 of the brineline extended 5 months to July 2020.

MWH is estimating that there is approximately \$300,000 of remaining effort to complete their work on these projects through the anticipated completion dates. Staff has worked with MWH to reduce their original request to this amount as the complexity of Phase 2 is not the same as Phase 1.

### Fiscal Impact:

This change, if approved, will require the funds to be moved from unallocated to the appropriate category of construction management.

<b>WWTP</b>	<b>Budget Amount</b>	<b>Paid to Date</b>	<b>Remaining</b>
Design	\$2,697,942.63	\$2,556,828.66	\$141,113.97
Construction Management	\$5,082,475.75	\$4,905,144.68	\$177,331.07
Equipment	\$252,906.00	\$256,216.13	\$(3,310.13)
Permits	\$324,776.76	\$117,566.12	\$207,210.64
Construction	\$53,910,737.00	\$39,224,465.26	\$14,686,271.74
Contingency	\$4,000,000.00	\$1,571,627.37	\$2,428,372.63
Unallocated	\$4,065,594.24	\$0.00	\$4,065,594.24
<b>Total</b>	<b>\$70,334,432.38</b>	<b>\$48,631,848.22</b>	<b>\$21,702,584.16</b>

**Recommended Action:**

Approval of Contract Amendment No.1 for MWH Constructors for the Wastewater Treatment Plan Construction Management Services during construction in an amount not to exceed \$300,000.

**Attachments:**

- A. Contract Amendment No.1 for MWH Constructors

**FIRST AMENDMENT  
TO  
TO PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is made and effective as of the \_\_\_\_, day of December, 2020 by and between the CITY OF BEAUMONT (“CITY”), a general law city, and MWH Constructors, Inc. (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

**RECITALS**

This Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

A. On May 15, 2018 the City and Contractor, entered into that certain agreement entitled Agreement for Professional Services by Independent Contractor (“Agreement”) for engineering services which remains in effect.

B. Contractor has provided a proposal dated November 4, 2020 (“Proposal”), a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, to extend the term of the Agreement and to change the scope of the Services.

**AMENDMENT**

1. The Agreement is hereby amended as follows:

Section 1 Term of Agreement. The Agreement shall continue in effect until the Services identified in Section 2 are completed.

Section 2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as provided in the Proposal. All Services shall be performed in the manner and according to the time frame set forth in the Proposal as needed by City.

Section 4.01 Compensation. CITY agrees to pay CONTRACTOR the amounts and rates provided in the Proposal.

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

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

*[signatures on following page]*

CITY:

CONTRACTOR:

CITY OF BEAUMONT

MWH Constructors, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Mike Lara, Mayor

Print Name: \_\_\_\_\_

ATTEST

\_\_\_\_\_

Nicole Wheelwright, Deputy City Clerk

Title: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

John Pinkney, City Attorney

**EXHIBIT "A"**  
**ATTACH PROPOSAL**



## Staff Report

**TO:** City Council

**FROM:** Kristine Day, Assistant City Manager

**DATE:** December 15, 2020

**SUBJECT:** **City Council Approval of Change Order No. 17 for the Wastewater Treatment Plant Upgrade/Expansion in the Amount Not to Exceed \$159,422.86**

### Background and Analysis:

#### Wastewater Treatment Plant Change Order No. 17:

##### **Item #1 – Recycled Water Pipeline to Future Recycled Water Pump Station**

In working with Beaumont Cherry Valley Water District on the distribution of Title 22 water from the WWTP, it has been determined the initial siting of the Recycled Water Pump Station is best suited for an alternative location. As such, new piping needs to be installed from the holding tanks at the WWTP to the new location at the rear of the Community Services yard which next door to the plant. The cost of this work is \$140,662.15.

##### **Item #2 – Inclement Weather Time Extension**

Inclement weather has delayed the project during the construction period from May 1, 2019, to April 30, 2020. Based upon review of the Contractor's schedule, MWHC is recommending non-compensable time extension of 24 calendar days for Phase 1 and 29 calendar days for Phase 2. With these time adjustments, Phase 1 completion was May 20, 2020, and Phase 2 completion will be May 30, 2021. There is no cost for this change order.

##### **Item #3 – RO Skid Control Valve Modifications**

Initial WWTP data used for design indicated the maximum water temperature was 75 degrees F. Upon initial startup of the reverse osmosis (RO) system, the water temperature exceeded 80 degrees F. The recovery rate of the RO system at this higher temperature was 83%. The target recovery rate for the system is 80%. The operations staff needs to have the ability to adjust recovery rate to optimize chemical usage, brine production, cleaning frequency, and membrane life. In order to adjust recovery rates, modifications needed to be made to the concentrate control valves on each of the 5

trains. The RO manufacturer required this change out prior to the start up of the RO system due to the strain on the costly membranes. The cost for this work was \$9,799.38.

#### **Item #4 – MBR Feed Pump Seal Water Control Changes**

The MBR Feed Pumps deliver water into the MBR system and are a critical piece of equipment for the operation of the Plant. The pumps require seal water for operation. If the seal water is lost or if the VFDs get tripped they require a manual reset that requires an operator to be onsite. This change installs a means to reset the VFDs through the SCADA system without an operator being onsite and saves operation costs long term. The cost for this work is \$8,961.33.

#### **Summary of Change Order No. 17 Costs:**

The cumulative costs associated with this change order is in the amount not to exceed \$159,422.86 and will not impact the project schedule. The costs for the change order are as summarized below.

<b>Item</b>	<b>Cost</b>
Item #1 - RW Pipeline to Future RW Pump Station	\$140,662.15
Item #2 - Inclement Weather Time Extension	\$0
Item #3 - RO Skid Control Valve Modifications	\$9,799.38
Item #4 - MBR Feed Pump Seal Water Control Changes	\$8,961.33
<b>Total</b>	<b>\$159,422.86</b>

#### **Fiscal Impact:**

<b>WWTP</b>	<b>Budget Amount</b>	<b>Paid to Date</b>	<b>Remaining</b>
Design	\$2,697,942.63	\$2,556,828.66	\$141,113.97
Construction Management	\$5,082,475.75	\$4,905,144.68	\$177,331.07
Equipment	\$252,906.00	\$256,216.13	\$(3,310.13)
Permits	\$324,776.76	\$117,566.12	\$207,210.64
Construction	\$53,910,737.00	\$39,224,465.26	\$14,686,271.74
Contingency	\$4,000,000.00	\$1,571,627.37	\$2,428,372.63
Unallocated	\$4,065,594.24	\$0.00	\$4,065,594.24

<b>Total</b>	<b>\$70,334,432.38</b>	<b>\$48,631,848.22</b>	<b>\$21,702,584.16</b>
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<b>CO No.</b>	<b>Description</b>	<b>Reason for Change</b>	<b>Amount</b>
<b>1</b>	MBR System Improvements	Enhance the performance of MBR System	\$149,741.00
<b>2</b>	RO System Electrical Modifications & Storm Drain System Material Change	Design & Material Updates	(\$245.00)
<b>3</b>	New Aeration Basin 1 through 3 Excavation	Conflict with Existing Utilities	\$19,998.00
<b>4</b>	Structural and Mechanical Modifications	Pre-Selected Submittals	\$57,450.64
<b>5</b>	Vactor Truck Dump Station Modifications	Conflict with Construction	NTE \$15,000.00
<b>6</b>	EDI/Fine Coarse Bubble Diffuser Equipment	Design Change	\$24,298.00
<b>7</b>	Various Changes – MBR/RO Structural, Site Civil & Headworks SCADA Design Modifications	Design Changes	\$59,167.49

8	Various Changes - Demolition, Piping Realignment, Material Change, and Electric Actuated Valve Voltage Change	Unforeseen Conditions and Value Engineering	\$6,067.00
9	Various Changes - Solids Handling Bldg. Conveyor Capacity Increase, Electrical Yard Vault Cover Changes, Additional Pothole Investigation and Existing Duct Bank Removal, and Yard Utilities	Design Changes, Conflict with Construction, Owner Requested Changes	\$138,531.73
10	MBR Chemical Area Changes & Other Misc. Changes and Inclement Weather Impact Nov-18 to May-19	Owner Requested Changes & Inclement Weather	\$596,031.05
11	Frontier Internet Provider Duct Bank Modifications, 30-inch MBR & 20-inch Plant Effluent Pipeline Elevation and Alignment Modifications, Additional Safety Required Handrail at Retaining Wall and Generator	Design Changes, & Conflict with Construction	\$81,128.29

12	RO-Sulfuric Acid Chemical Piping Material Change, Solids Feed Pump TR/TSH Thermocouple Elements, Solids Handling Bldg. Changes	Design Changes, Owner Requested Changes	\$91,417.26
13	Plant Effluent Chemical Area Changes	Owner Requested Changes	\$404,821.33
14	ADA Compliance Men's – Women's Restroom Modifications & SCE Required Additional 4/0 Ground Cable	Design Changes & SCE Requirements	\$12,311.12
15	Aeration Basin 24" Air Piping Block-outs and Pipe Seals, Modifications to HACH Instrumentation Communications Protocol, MBR Module Lifting Safety Device, RO CIP-Skid Discharge Orifice Plate Addition	Design Changes, Owner Requested Changes	\$79,713.39
16	Pump station at the EQ Basin	Design Changes, Owner Requested Changes	NTE \$667,487.82
<b>WWTP</b>	<b>Budget Amount</b>	<b>Change Orders 1-15</b>	<b>Remaining</b>
<b>Contingency</b>	<b>\$4,000,000.00</b>	<b>\$2,402,919.12</b>	<b>\$1,597,080.88</b>

**Recommended Action:**

Approval of Change Order No. 17 for the Wastewater Treatment Plant Upgrade/Expansion in the Amount Not to Exceed \$159,422.86.

**Attachments:**

- A. Change Order No. 17



# City of Beaumont Wastewater Treatment Plant Salt Mitigation Upgrade Project Change Order No. 17

November 6, 2020

<b>Contractor:</b> W.M. Lyles Co.	<b>Original Contract:</b> \$ 53,312,000.00	<b>Calendar Days:</b> 820	<b>Comp. Date:</b> 1/26/2021
<b>Project Name:</b> Wastewater Treatment Plant Salt Mitigation Upgrade Project	<b>Previous Approved Changes:</b> \$2,387,919.12	95	5/1/2021
<b>Contract No.:</b> C180	<b>This Change: Amount</b> \$159,422.86	29	
<b>CO Number:</b> 17	<b>Revised Contract:</b> \$55,699,919.12	944	5/30/2021
	<b>Previous Phase 1 Completion Date</b> \$55,859,341.98		4/26/2020
	<b>Revised Phase 1 Completion Date</b>		5/20/2020

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

Item No.	PCO No.	Description of Changes	Amount	Phase 1 Time Extension (CD*)	Phase 2 / Project Completion Time Extension (CD*)
1	37	RW Pipeline Alignment and Material Changes Routing to BCVWD Future Pumping Station	\$140,662.15	0	0
2	38	WML TIA-05.R1 Inclement Weather Time Impact from May 1, 2019 to April 30, 2020.	\$0.00	24	29
3	39	RO Skids – Concentrate Control Valve Cartridge Assembly Replacement	\$9,799.38	0	0
4	40	MBR Feed Pumps – Seal Water Pump Protection Pressure Switch and Control Logic Changes	\$8,961.33	0	0
<b>NET CHANGE IN CONTRACT AMOUNT – INCREASE (OR-DECREASE)</b>			<b>\$159,422.86</b>	<b>24</b>	<b>29</b>

\*Calendar Days

The amount of the Contract will be increased/decreased by the amount of One Hundred Fifty-nine Thousand, Four Hundred Twenty-two dollars and eighty-six cents (\$159,422.86). The Contract Time will be increased by twenty-nine (29) calendar days.

The Contractor agrees to furnish all labor, equipment, and materials and to perform all other necessary work, inclusive of the directly or indirectly related work, within the approved time extension required to complete the above Change Order items. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the Contract Price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in Work, and as to the extension of time allowed, if any, for the completion of the entire Work on account of said Change Order. The City and the Contractor hereby agree that this Change Order constitutes full mutual accord and satisfaction for all time, all costs, and all impacts related directly or indirectly to this Change Order. The Contractor hereby agrees that this Change Order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of himself and all subcontractors to waive all right to file any further claims or request for equitable adjustment arising out of or as a result of this Change Order or the cumulative effect of this Change Order on the performance of the overall Work under the Contract. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the City.

**Recommended:** Charles Bond, MWH Constructors, Senior Resident Engineer **Date:** 11-6-2020

**Accepted:** W.M. Lyles Co., Contractor **Date:** 11/10/20

**Approved:** Albert A. Webb Associates, Program Manager **Date:** 11/11/2020

**Approved:** City of Beaumont, City Manager **Date:** \_\_\_\_\_

**Wastewater Treatment Plant Salt Mitigation Upgrade Project**  
**Technical Justification:**

PCO-37	
Design Adjustment: WML COP-042.0 CLAR-28	RW Pipeline to BCVWD

Reason for Design Changes:

Owner Initiated Change: The City of Beaumont in an agreement with Beaumont Cherry Valley Water District (BCVWD) has initiated a change of the Reuse Water discharge piping system. This clarification addresses changes to the onsite yard piping and Recycled Water Storage Tanks (RWST) and the offsite future BCVWD pump station.

Design and Scope Changes:

- Approximately 300 plus feet of the originally designed 16-inch discharge piping and appurtenance shall not be installed per revised drawings C-20 and C-23 of Design Engineer CLAR-28. The materials required per original scope of work, which has been procured and delivered to the job site shall be properly stored and turned over to the City.
- Contractor shall instead provide approximately 220-feet of C905 pipe and all other materials, labor, and equipment necessary to install New 24-inch RW Offsite distribution system.
- This design change requires deeper excavations in excess of 16-feet to connect the new 24-inch discharge piping system to the existing Clarifier 3 & 4 influent piping near the bottom of the to be retrofitted clarifiers.
- This change request also modifies work that was to be performed inside existing clarifiers 3 and 4, which will now discharge from the bottom of the basins, see clarification for revised details and materials.
- Cost proposal includes the cost for new piping and material changes along with cost credit for clarifier materials that have not arrived on site.

Cost Impact:

W.M. Lyles' first cost proposal WML-COP 042 requested a contract increase amount of \$110,086.00. After MWHC's review it was determined that the cost of the new piping was not included. W.M. Lyles's second cost proposal was submitted for a cost increase of \$145,469.71. MWHC negotiated with WML to reduce time and labor and a third cost proposal was submitted for a contract cost increase of \$140,662.15.

MWHC has reviewed the attached WML cost proposal and find it acceptable. Accordingly, MWHC recommends a contract cost increase of \$140,662.15 to be executed in a change order for the modifications requested in the attached Design Change Clarification No.28.

**CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT**

**CHANGE ORDER PROPOSAL (COP) # 042.2  
(By Contractor)**

<b>To (Engineer/CM):</b> MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	<b>From (Contractor):</b> W.M. Lyles Co. Attention: Oscar Mendoza Phone: 619-565-6064 Email: omendoza@wmlylesco.com
<b>PCO/DCM No.:</b> 26	
<b>Subject:</b> RW Pipeline to BCVWD	
<b>Reference Documents:</b> Attached	
<b>DESCRIPTION</b>	
<p>This COP is for the installation of new piping to connect the recycled water storage tanks and the future DCVWD pump station per DCM 26 (Attached). A credit for the labor was provided for the deletion of the 16” pipeline between the MBR and clarifiers, however, the materials are already onsite. Please also note that this 24” pipeline is significantly deeper and will have to be trenched with shoring boxes the entire run as opposed to an open trench. In addition, 24” C900 DR18 Class 235 PVC pipe is included in this proposal.</p>	
<b>COST ESTIMATE</b>	
Total Cost : \$140,662.15 – see attached breakdown	
<b>SCHEDULE IMPACT</b>	
<b>Received by MWH Constructors (Date):</b>	

**RESPONSE**

**Response By:**

**Date:**

Final Distribution: Oscar Mendoza, W.M. Lyles Co.  
Brian Knoll, Webb Associates  
MWH Inspector

W. M. Lyles Co.  
 42142 Roick Drive  
 Temecula, CA 92590

Reference #: CLAR - 028

Attention: Charles W. Reynolds

City of Beaumont WWTP Salt Mitigation Upgrade Project

DESCRIPTION: RW Pipeline to BCVWD

Item:		Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1	RW Pipeline to BCVWD	1 LS	496	\$ 40,135.20	\$ 24,062.48	\$ 56,906.20	\$ -	\$ 121,103.88
2		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
3		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs			496	\$ 40,135.20	\$ 24,062.48	\$ 56,906.20	\$ -	\$ 121,103.88

Subtotal		\$ 121,103.88
Mark-up - Labor	15%	\$ 6,020.28
Mark-up - Equipment	15%	\$ 3,609.37
Mark-up - Materials	15%	\$ 8,535.93
Mark-up - Subcontractor	5%	\$ -
Bond	1.0%	\$ 1,392.69
<b>Total This Change Order</b>		<b>\$ 140,662.15</b>

Comments:

**City of Beaumont WWTP Salt Mitigation Upgrade Project**  
**RW Pipeline to BCVWD**

Item 20.

**A. Labor**

Description	Lab Pipe FM			Lab Pipe			Operator			Carp FM			Carp			Lab			Cement Mason		
	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT
Dig Trench and Set Shoring	72			216			72														
Bed, Lay and Backfill	40			128			80														
Potholing	16			32			16														
Dig, Bed, Lay and Backfill	(40)			(80)			(40)														
Potholing	(4)			(8)			(4)														
	84	0	0	288	0	0	124	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Name	Rate			Hours			Extension	
	ST	PT	DT	ST	PT	DT		
Lab Pipe FM	\$77.80		\$103.90	\$129.98	84	0	0	\$6,535.55
Lab Pipe	\$75.19		\$99.97	\$124.75	288	0	0	\$21,654.20
Operator	\$96.33		\$128.99	\$161.66	124	0	0	\$11,945.44
Carp FM	\$85.03		\$115.33	\$145.63	0	0	0	\$0.00
Carp	\$81.11		\$109.45	\$137.79	0	0	0	\$0.00
Lab	\$71.72		\$94.78	\$117.82	0	0	0	\$0.00
Cement Mason	\$78.05		\$102.25	\$126.45	0	0	0	\$0.00
					496	0	0	
<b>Total Labor =</b>								<b>\$40,135.20</b>

**B. Equipment**

Description	17.12	32.037	31.028	30.048	20.041	35.064	Rent
Dig Trench and Set Shoring	72				72	8	24
Bed, Lay and Backfill	48	16			48	8	
Pothole	16				16		
Dig, Bed, Lay and Backfill	(40)			(40)			
Potholing	(4)			(4)			
	92	16	0	(44)	136	16	24

Number	Description	Rate	Hours	Extension
17.12	Foreman Truck	\$29.60	92	\$2,723.20
32.037	ReachliftXtremeXR1055	\$58.61	16	\$937.76
31.028	Hydro Crane - 80 TonLink BeltRTC-8080 II 80 Tor	\$164.01	0	\$0.00
30.048	Loader Backhoe 410John Deere410L	\$64.30	-44	-\$2,829.20
20.041	ExcavatorJohn Deere350GLC	\$151.12	136	\$20,552.32
35.064	LoaderJohn Deere644J	\$123.00	16	\$1,968.00
17	Foreman Truck	\$29.60	24	\$710.40
20.041	ExcavatorJohn Deere350GLC	\$151.12	0	\$0.00
35.064	LoaderJohn Deere644J	\$123.00	16	\$1,968.00
Rent	Owner Op dump trucks	\$100.00	24	\$2,400.00
			280	
<b>Total Equipment =</b>				<b>\$24,062.48</b>

**C. Materials**

Description	Quantity	Unit	Price	Extension
24" C153 MJ 45 DEG ELBOW CML/PNT (Inplant)	5	ea	\$ 923.00	\$4,615.00
24" C153 MJ LATERAL WYE CML/PNT (Inplant)	1	ea	\$ 5,306.00	\$5,306.00
24" BLIND FLANGE CML/PNT (Inplant)	1	ea	\$ 875.00	\$875.00
24" MJ RESTRAINT FOR C900 (Inplant)	2	ea	\$ 483.00	\$966.00
24" C153 MJXFLG ADAPTER (Inplant)	1	ea	\$ 851.00	\$851.00
24" C153 MJ SLEEVE CML/PNT (Inplant)	2	ea	\$ 707.00	\$1,414.00
24" C900 DR18 CL235 PIPE (Ferguson)	280	LF	\$ 95.36	\$26,700.80
Fill Sand (Includes 80TN credit)	70	TN	\$ 16.50	\$1,155.00
24" Black Bar Guard	2	ea	\$ 151.63	\$303.26
10" Black Bar Guard	2	ea	\$ (48.32)	-\$96.64
18"x18" Steel Plate	2	ea	\$ 160.08	\$320.16
36"x36" Steel Plate	2	ea	\$ (226.41)	-\$452.82
Consumables	496	HR	\$ 3.50	\$1,736.00
Tax			7.750%	\$3,386.19
Freight (Ferguson)	1	ea	\$ 1,693.70	\$1,693.70
Freight (Inplant)	1	ea	\$ 1,100.00	\$1,100.00
			Subtotal	\$49,872.65
TRENCH SHORING RENTAL	1	ea	\$ 7,033.55	\$ 7,033.55
<b>Total Material =</b>				<b>\$56,906.20</b>

**D. Subcontractor**

Quantity	Unit	Price	Extension
			\$0.00
<b>Total Subcontract =</b>			<b>\$0.00</b>

**CITY OF BEAUMONT WASTEWATER TREATMENT PLANT  
SALT MITIGATION UPGRADE PROJECT**

**CLARIFICATION 28**

<b>To (Construction Manager):</b> Stantec Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	
<b>From (Engineer):</b> AQUA/SKM Engineering Attention: Dallin Stephens Phone: 801-683-3746 Email: <a href="mailto:dallin.stephens@aquaeeng.com">dallin.stephens@aquaeeng.com</a>	
<b>Subject:</b> RW Pipeline to BCVWD	<b>Location:</b> Recycled Water Storage Tanks
<b>Reference Documents:</b> C-20, C-23, C-28, C-42, RSM-1, RSM-2, RSM-3	
<b>CLARIFICATION</b>	
<b>Note the following:</b>  This clarification addresses the yard piping connection between the recycled water storage tanks (RWST) and the future BCVWD pump station. These changes consist of combining two 24-inch pipe from each of the RWST to a common header and running the pipe towards the proposed BCVWD pump station location (see drawings C-20 and C-23). The pipe profile is also updated to indicate these changes as shown on C-28. Pipe connection details have also been created showing how the new piping will connect to the existing piping as shown on C-42. Mechanical modifications have also been made to the RWST as shown on RSM-1, RSM-2, and RSM-3.	
<b>Prepared By (Name):</b> Dallin Stephens, AQUA Engineering	<b>Date:</b> 6/1/2020
<b>Distributed By:</b>	<b>Date:</b>

<b>Deliver To:</b> <b>From:</b> James Bryan <b>Comments:</b>	Item 20.
--	----------

FERGUSON WATERWORKS #1083  
Price Quotation  
Phone: 858-391-3700  
Fax: 858-391-5958

**Bid No:** B379697  
**Bid Date:** 09/17/20  
**Quoted By:** JPB

**Cust Phone:** 559-487-7926  
**Terms:** NET 10TH PROX

**Customer:** WM LYLES CO  
551173-BEAUMONT WW TRTMT  
PO BOX 4377  
FRESNO, CA 93744

**Ship To:** WM LYLES CO  
551173-BEAUMONT WW TRTMT  
PO BOX 4377  
FRESNO, CA 93744

**Cust PO#:** 24" C900

**Job Name:** 55.1173-BEAUMONT WW TRTMT

Item	Description	Quantity	Net Price	UM	Total
DR18BP24	24 C900 DR18 CL235 PVC GJ BLUE PIPE	280	95.360	FT	26700.80
FFREIGHT	FRT CHARGE FEE	1	1693.700	EA	1693.70
<b>Net Total:</b>					\$28394.50
<b>Tax:</b>					\$2129.39
<b>Freight:</b>					\$0.00
<b>Total:</b>					\$30523.89

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.  
WATER FLOW RATE NOTICE: Lavatory Faucets with flow rates over 0.5 GPM are not allowed for 'public use' in California.



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<https://survey.medallia.com/?bidsorder&fc=1083&on=25463>

**Inplant Sales, LLC**P.O. Box 520  
Westminster, CA 92684**QUOTATION** Item 20.Quote Number: 2135  
Quote Date: Jul 16, 2020  
Page: 1Voice: (714) 372-3151  
Fax: (714) 372-3177**Quoted To:**W.M. LYLES CO.  
P.O. BOX 4377  
FRESNO, CA 93744-4377

Customer ID	Good Thru	Payment Terms	Sales Rep
WMLYLES	8/15/20	Net 30 Days	MEL

Quantity	Item	Description	Unit Price	Amount
		CHANGE ORDER		
5.00		24" C153 MJ 45 DEG ELBOW CML/PNT SYS	923.00	4,615.00
1.00		24" C153 MJ LATERAL WYE CML/PNT SYS	5,306.00	5,306.00
1.00		24" BLIND FLANGE CML/PNT SYS	875.00	875.00
2.00		24" MJ RESTRAINTS FOR C900 (DR41) FBE COATED, 316SST BOLTING	483.00	966.00
1.00		24" C153 MJ X FLG ADAPTER CML/PNT SYS	851.00	851.00
2.00		24" C153 MJ SLEEVE CML/PNT SYS FRT IS FOR PARTS TO BE SHIPPED TO THE COATER & COATER TO JOBSITE. ESTIMATE 1,100.00	707.00	1,414.00

Subtotal	14,027.00
Sales Tax	1,087.09
<b>TOTAL</b>	<b>15,114.09</b>



# Rental Quote

1184 W. Lincoln St.  
 Banning, Ca. 92220  
 Phone: (951) 849-1611 Fax: (951) 849-1192

Quote# **20-08**  
 Customer: **WM LYLES CONSTRUCTION**  
 Contact: **Robert Beck**  
 Phone: **(951) 858-3060**  
 Location: **4th Street Sewer Plant Project Beaumont, Ca.**  
 J/N: **Same**  
**Rental Duration: 3-4 Weeks**

Time: **N/A**  
 Date: **7/14/20 (Quote Date)**  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

QTY	EQUIPMENT DESCRIPTION	WEIGHT	ITEM	MINIMUM	DAILY	WEEKLY	4 WEEK
				EACH	EACH	EACH	EACH
4	Road Plate 8' x 16' Regular	5,248	1100000816	\$ 43.75	\$ 8.75	\$ 61.25	\$ 245.00
1	TRENCH SHIELD 4' X 8' - TS1672	2,078	4000000408	\$ 34.65	\$ 34.65	\$ 103.95	\$ 311.85
1	TRENCH SHIELD 8' X 8' - TS1350	3,952	4000000808	\$ 69.30	\$ 69.30	\$ 207.90	\$ 623.70
2	TRENCH SHIELD 4' X 20' - TS858	5,730	4000000420	\$ 63.00	\$ 63.00	\$ 189.00	\$ 567.00
2	TRENCH SHIELD 10' X 20' - TS808	12,949	4000001020	\$ 157.50	\$ 157.50	\$ 472.50	\$ 1,417.50
16	SPREADER 5" X 5" X 4' SPREADERS	22.32			N/C if returned		
8	SPREADER 5" X 5" X 8' SPREADERS	22.32			N/C if returned		
1	4 LEG LIFTING HARNESS			\$ 21.00	\$ 21.00	\$ 63.00	\$ 189.00
12	CONNECTING BOLTS & NUTS (EACH)		4300009001		N/C if returned		

WEIGHT	MINIMUM	DAILY	WEEKLY	4 WEEK
<b>64,916</b>	<b>\$ 740.95</b>	<b>\$ 600.95</b>	<b>\$ 1,942.85</b>	<b>\$ 6,073.55</b>

**ESTIMATED RENTAL TOTALS**  
**\* NO SALES TAX ON RENTALS**

<b>2</b>	<b>TRUCK LOADS ON (DELIVERY)</b>	<b>2</b>	<b>TRUCK LOADS OFF (PICKUP)</b>
<b>\$ 120.00</b>	<b>Per Hour Portal to Portal</b>	<b>2.00</b>	<b>HOURS PER TRUCK PORTAL TO PORTAL</b>
<b>*ESTIMATED TOTAL TRANSPORTATION (DELIVERY AND PICKUP):</b>			<b>\$ 960.00</b>

QTY	SALES ITEM DESCRIPTION:	EACH	TOTAL
			\$ -
			\$ -
<b>SALE SUB-TOTAL</b>			<b>\$ -</b>
<b>10.25% EST. TAX</b>			<b>\$ -</b>
<b>ESTIMATED SALES TOTAL</b>			<b>\$ -</b>

- \*QUOTE IS VALID FOR 30 DAYS FROM DATE ISSUED AND IS SUBJECT TO CHANGE IF NOT YET AGREED.
- \*RATES WILL BE REVIEWED ANNUALLY.
- \*TOTAL TRANSPORTATION COST IS AN ESTIMATE ONLY FOR TOTAL TRUCKING INCLUDING DELIVERY AND PICKUP AND MAY INCREASE OR DECREASE BASED ON TOTAL TIME INCLUDING TIME ON JOB.
- \*ENGINEERING COST IS FOR SITE SPECIFIC ENGINEERED SHORING DESIGN.  
ENGINEERING COST IS AN ESTIMATE ONLY AND CAN VARY DEPENDING ON SITE CONDITIONS.
- \*\*CUSTOMER MAY NEED TO UNLOAD FLAT BED SEMITRUCKS UPON DELIVERY.

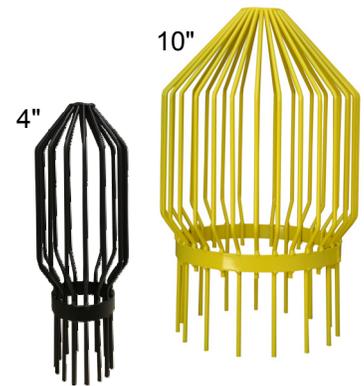
If you have any further questions, please give me a call.  
 Thank you for the opportunity to provide you with a quote.

Sincerely,

## Bar Guards

Eliminate plugged inlets with Bar Guards.

- ◆ Fights trash to help keep intakes flowing freely.
- ◆ Its unique design helps keep intakes from plugging with crop residue or any other type of trash.
- ◆ The Bar Guard may also protect pond tubes from rodent entry.
- ◆ Available in durable black or yellow powder coat finish for years of service. Please specify color when ordering.
- ◆ All intakes require periodic maintenance.



5% discount when purchased in case quantity. Cases available on 4"–9 per case, 5"–9 per case, 6"–9 per case, 8"–6 per case, and 8" H–6 per case.

Size	Bar Diameter	Number Of Bars	Approx. Bar Spacing	Bar O.D. Below Ring	Bar Depth Below Ring	Over-all O.D.	Over-all Height
4"	1/4"	15	15/16"	3 3/4"	4 1/4"	5 3/4"	17 1/4"
5"	1/4"	18	7/8"	4 3/4"	4 5/8"	6 5/8"	17 3/4"
6"	1/4"	20	15/16"	5 3/4"	5"	7 1/2"	18 1/2"
8"	1/4"	25	15/16"	7 3/4"	4 3/4"	9 1/2"	19 1/8"
8" H*	1/4"	27	15/16"	8 5/8"	5"	10 1/8"	19 1/2"
10"	1/4"	30	15/16"	9 3/4"	5"	11 1/2"	20"
10" H*	1/4"	32	15/16"	10 1/2"	4 3/4"	12 1/4"	20 3/4"
12"	1/4"	35	15/16"	11 3/4"	5"	13 5/8"	21 1/4"
12" H*/15"	1/4"	40	15/16"	14 1/2"	4 1/2"	16 1/8"	22"
18"	5/16"	40	1 2/9"	17 3/4"	5"	20"	24 5/8"
21"	5/16"	40	1 7/16"	20 3/4"	4 3/4"	22 1/2"	26 3/4"
<b>24"</b>	<b>5/16"</b>	<b>40</b>	<b>1 3/7"</b>	<b>23 3/4"</b>	<b>5"</b>	<b>25 1/2"</b>	<b>29"</b>
30"	5/16"	50	1 3/4"	29 3/4"	4 3/4"	31 7/8"	31 3/16"
36"	5/16"	60	1 5/8"	35 3/4"	4 3/8"	37 1/4"	36"
42"	3/8"	48	2 1/2"	42"	4 3/4"	44 3/4"	37 1/4"
48"	3/8"	48	2 7/8"	48"	4 3/4"	50 3/4"	37 1/4"

\*Special-sized Bar Guards to fit 12" Hickenbottom Intakes and 15" pipe.



24" - 30" Bar Guards are in two pieces. (Bolts, washers, and nuts are included.)



36", 42", and 48" are in four pieces. (Bolts, washers, and nuts are included.)

**Wastewater Treatment Plant Salt Mitigation Upgrade Project**  
**Technical Justification:**

PCO-38	
Time Adjustment: WML TIA-05.R1	TIA-05 Inclement Weather Impact May-2019 thru April-2020

Reason for Design Changes:

Inclement weather impact to the construction schedule from May 1, 2019 to April 30, 2020.

Cost Impact:

MWHC has performed a P6 review of the attached contractor's Time Impact Analysis, TIA, for relevant periods 5 through 10 requested. The contractor's narrative along with MWHC's summary response is attached below.

MWHC recommends a non-compensable time increase of 24-CD to MS01 and 29-CD time extension to MS02. With this time adjustment Phase 1 completion will be May 20, 2020 and Final Project Completion will be adjusted to May 30, 2021.



# Shop Drawing Review

		Date 6/25/2020
To: W. M. Lyle Co. Attention: Oscar Mendoza	Project Owner City of Beaumont	Project Name Beaumont WWTP Expansion
Reference Submittal 013200-20A-Construction Progress Documentation-TIA05	Construction Contract No. C18-80	
TIA 05R1	Specification Section 013200	

Subject submittal has been reviewed and review action is as shown below:

Submittal No.	Subject	No. of Copies	No Exception Taken	Approved as Noted	Amend and Resubmit	Rejected Resubmit
13200-20A	CPM Baseline Schedule Submittal including: 1. P6 files: COB_TIA05.1, TIA05.2, TIA05.3, TIA05.5, and TIA05.6. 2. COB Schedule Narrative_TIA05R1.pdf	e-files		X		

WML submitted TIA05R showing inclement weather impacts from May 2019 through April 2020. TIA05 included the following summary table:

Milestone	Period	Calendar Day Impact	Cumulative Impact
MS01	1	-10	-10
	2	-26	-36
	3	-14	-50
	4	-3	-53
	5	-1	-54
	6	-1	-55
	7	-4	-59
	8	-3	-62
	9	-7	-69
	10	-8	-77
Milestone	Period	Calendar Day Impact	Cumulative Impact

MS02	1	-14	-14
	2	-22	-36
	3	-16	-52
	4	0	-52
	5	-5	-57
	6	-2	-59
	7	-3	-62
	8	-3	-65
	9	-7	-72
	10	-8	-80

It is important to note that periods 1 through 4 have been adjusted to a total cumulative impact of 51 days to MS01 and 47 days to MS02 per the response to TIA02 via the response to submittal 13200-7. The corresponding time extension was included in the executed change order No. 10.

Accordingly, the relevant review will be for periods 5 through period 10.

MWH has reviewed the TIA methodology and verified the project calendar for each inclement weather in the presented TIA P6 files. The following steps describes the impact of each period:

1. Period 5: Impact due to inclement weather days encountered in May 2019.

Inclement weather occurred on 5/1/19: Impact to the schedule is 1 CD to MS01 and 5 CD to MS02

COB WWTP Salt Mitigation Upgrade Project_APR 2019...		Global - Schedule Layout by WBS			25-Jun-20 11:52																													
Activity ID	Activity Name	Start	Finish	Total Float	S	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J			
<b>COB WWTP Salt Mitigation Upgrade Project_Apr 2019</b>																																		
MS00	NOTICE TO PROCEED (10/29/18)	29-Oct-18 A	17-Mar-21	-23	PROCEED (10/29/18)																													
4050	SHUTDOWN AERATION BASIN#1_P1SITE	05-Nov-18 A			N AERATION BASIN#1_P1SITE																													
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20)		11-Mar-20*	-35	◆ PHASE 1 COMPLETION (450 CD																													
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		17-Feb-21	-34	◆ PROJ																													
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21)		17-Mar-21*	-32	◆ PH																													
<b>COB WWTP Salt Mitigation Upgrade Project_TIA 05...</b>																																		
MS00	NOTICE TO PROCEED (10/29/18)	29-Oct-18 A	22-Mar-21	-26	PROCEED (10/29/18)																													
4050	SHUTDOWN AERATION BASIN#1_P1SITE	05-Nov-18 A			N AERATION BASIN#1_P1SITE																													
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20)		12-Mar-20*	-36	◆ PHASE 1 COMPLETION (450 CD																													
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		22-Feb-21	-35	◆ PROJ																													
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21)		22-Mar-21*	-37	◆ PH																													

2. Period 6: Impact due to inclement weather days encountered in October 2019:

Inclement weather occurred on 10/30/19: Impact to the schedule is 1 CD to MS01 and 3 CD to MS02

COB WWTP Salt Mitigation Upgrade Project_SEPT 2019...		Global - Schedule Layout by WBS			25-Jun-20 13:36																													
Activity ID	Activity Name	Start	Finish	Total Float	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J								
<b>COB WWTP Salt Mitigation Upgrade Project_SEPT 2019</b>																																		
MS00	NOTICE TO PROCEED (10/29/18)	29-Oct-18 A	30-Apr-21	0	10/29/18}																													
4050	SHUTDOWN AERATION BASIN#1_P1SITE	05-Nov-18 A			BASIN#1_P1SITE																													
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		22-Apr-20*	0	◆ PHASE 1 COMPLETION (450 CD																													
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		02-Apr-21	2	◆ PROJ																													
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		30-Apr-21*	1	◆ PH																													
<b>COB WWTP Salt Mitigation Upgrade Project_TIA 05...</b>																																		
MS00	NOTICE TO PROCEED (10/29/18)	29-Oct-18 A	03-May-21	-1	10/29/18}																													
4050	SHUTDOWN AERATION BASIN#1_P1SITE	05-Nov-18 A			BASIN#1_P1SITE																													
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		23-Apr-20*	-1	◆ PHASE 1 COMPLETION (450 CD																													
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		05-Apr-21	-1	◆ PROJ																													
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		03-May-21*	-2	◆ PH																													

3. Period 7: Impact due to inclement weather days encountered in November 2019.

Inclement weather occurred on 11/20/19 & 11/27/19: Impact to the schedule is 4 CD to MS01 and 3 CD to MS02

COB WWTP Salt Mitigation Upgrade Project_OCT 2019...		Global - Schedule Layout by WBS			25-Jun-20 13:45																											
Activity ID	Activity Name	Start	Finish	Total Float	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J							
<b>COB WWTP Salt Mitigation Upgrade Project_OCT 2019...</b>																																
MS00	NOTICE TO PROCEED (10/29/18)	29-Oct-18 A																														
4050	SHUTDOWN AERATION BASIN#1_P1SITE	05-Nov-18 A																														
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		02-May-20*	-10																												
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		12-Apr-21	-8																												
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		10-May-21*	-9																												
<b>COB WWTP Salt Mitigation Upgrade Project_TIA 05...</b>																																
MS00	NOTICE TO PROCEED (10/29/18)	29-Oct-18 A																														
4050	SHUTDOWN AERATION BASIN#1_P1SITE	05-Nov-18 A																														
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		06-May-20*	-14																												
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		15-Apr-21	-11																												
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		13-May-21*	-12																												

4. Period 8: Impact due to inclement weather days encountered in December 2019.

Inclement weather occurred on 12/4/19: Impact to the schedule is 3 CD to MS01 and 3 CD to MS02

COB WWTP Salt Mitigation Upgrade Project_NOV 2019...		Global - Schedule Layout by WBS			25-Jun-20 13:52																											
Activity ID	Activity Name	Start	Finish	Total Float	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J							
<b>COB WWTP Salt Mitigation Upgrade Project_NOV 2019...</b>																																
MS00	NOTICE TO PROCEED (10/29/18)	29-Oct-18 A																														
4050	SHUTDOWN AERATION BASIN#1_P1SITE	05-Nov-18 A																														
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		31-May-20*	-39																												
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		07-May-21	-33																												
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		07-Jun-21*	-37																												
<b>COB WWTP Salt Mitigation Upgrade Project_TIA 05...</b>																																
MS00	NOTICE TO PROCEED (10/29/18)	29-Oct-18 A																														
4050	SHUTDOWN AERATION BASIN#1_P1SITE	05-Nov-18 A																														
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		03-Jun-20*	-42																												
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		12-May-21	-38																												
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		10-Jun-21*	-40																												

5. Period 9: Impact due to inclement weather days encountered in March 2020.

Inclement weather occurred on 3/10/20, 3/11/20, 3/12/20, 3/13/20, 3/23/20: Impact to the schedule is 7 CD to MS01 and 7 CD to MS02

COB WWTP Salt Mitigation Upgrade Project_FEB 2020...		Global - Schedule Layout by WBS			25-Jun-20 14:06																											
Activity ID	Activity Name	Start	Finish	Total Float	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S								
<b>COB WWTP Salt Mitigation Upgrade Project_FEB 2020...</b>																																
MS00	NOTICE TO PROCEED (10/29/18)	29-Oct-18 A	22-Jul-21	-59																												
4050	SHUTDOWN AERATION BASIN#1_P1SITE	19-Nov-19 A			DOWN AERATION: BASIN #1_P1SITE																											
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		18-Jul-20*	-85	◆ PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)																											
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		23-Jun-21	-80	◆ PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)																											
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		22-Jul-21*	-82	◆ PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)																											
<b>COB WWTP Salt Mitigation Upgrade Project_TIA 05...</b>																																
MS00	NOTICE TO PROCEED (10/29/18)	29-Oct-18 A	29-Jul-21	-84																												
4050	SHUTDOWN AERATION BASIN#1_P1SITE	19-Nov-19 A			DOWN AERATION: BASIN #1_P1SITE																											
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		23-Jul-20*	-92	◆ PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)																											
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		30-Jun-21	-87	◆ PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)																											
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		29-Jul-21*	-89	◆ PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)																											

6. Period 10: Impact due to inclement weather days encountered in April 2020.

Inclement weather occurred on 4/6/20, 4/7/20, 4/8/20, 4/9/20, 4/10/20, 4/13/20: Impact to the schedule is 8 CD to MS01 and 8 CD to MS02

COB WWTP Salt Mitigation Upgrade Project_MAR 2020...		Global - Schedule Layout by WBS			25-Jun-20 14:11																											
Activity ID	Activity Name	Start	Finish	Total Float	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S								
<b>COB WWTP Salt Mitigation Upgrade Project_MAR 2020...</b>																																
MS00	NOTICE TO PROCEED (10/29/18)	29-Oct-18 A	19-Aug-21	-79																												
4050	SHUTDOWN AERATION BASIN#1_P1SITE	19-Nov-19 A			DOWN AERATION: BASIN #1_P1SITE																											
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		13-Aug-20*	-113	◆ PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)																											
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		22-Jul-21	-109	◆ PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)																											
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		19-Aug-21*	-110	◆ PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)																											
<b>COB WWTP Salt Mitigation Upgrade Project_TIA05...</b>																																
MS00	NOTICE TO PROCEED (10/29/18)	29-Oct-18 A	27-Aug-21	-85																												
4050	SHUTDOWN AERATION BASIN#1_P1SITE	19-Nov-19 A			DOWN AERATION: BASIN #1_P1SITE																											
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		21-Aug-20*	-121	◆ PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)																											
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		30-Jul-21	-117	◆ PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)																											
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		27-Aug-21*	-118	◆ PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)																											

**Conclusion:**

The following table summarizes the TIA review showing impact of each inclement weather period and the cumulative impact to the Project Milestones.

Milestone	Period	Calendar Day Impact	Cumulative Impact
MS01	5	-1	-1
	6	-1	-2
	7	-4	-6
	8	-3	-9
	9	-7	-16
	10	-8	<b>-24</b>

Milestone	Period	Calendar Day Impact	Cumulative Impact
MS02	5	-5	-5
	6	-3	-8
	7	-3	-11
	8	-3	-14
	9	-7	-21
	10	-8	<b>-29</b>

Accordingly, the Construction Management will recommend the City to approve 24 CD time extension to MS01 and 29 CD time extension to MS02.

Corrections or comments made relative to submittals during this review do not relieve the contractor from compliance with the requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming and correlating all qualities and dimensions; selecting fabrication processes and techniques of construction; coordinating work with other trades; and performing work in a safe and satisfactory manner.

Very truly yours,

Hgg rgg#V d|hjk#

EDMOND SAYEGH, P. E.

Sr. Construction Manager

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City of Beaumont Waste Water Treatment Plant  
Salt Mitigation Upgrade Project



Time Impact Analysis 05 R1



WM Lyles Co.

## INTRODUCTION

The following narrative outlines the Time Impact Analysis procedure and findings relating to Unforeseen Event 05 – Inclement Weather Delays from May 2019 through April 2020.

Note: Revision 1 is being provided per request by the Owner to include inclement weather incurred during April 2020 in the analysis.

## IDENTIFICATION OF SCHEDULE:

### Schedule Update Base File:

COB\_UP04  
COB\_UP09  
COB\_UP10  
COB\_UP11  
COB\_UP14  
COB\_UP15

### Schedule Analysis File:

COB\_TIA05.1  
COB\_TIA05.2  
COB\_TIA05.3  
COB\_TIA05.4  
COB\_TIA05.5  
COB\_TIA05.6

## TIME IMPACT ANALYSIS METHODOLOGY

The methodology used in this analysis follows a retroactive, “forward-looking” Time Impact Analysis (TIA) procedure. It compares the last approved schedule prior to the first impact event being analyzed to a copy of the same schedule with the addition of modeled schedule impact(s).

The modeled schedule impact events used in the analysis, herein are referred to as “Unforeseen Events” (UFEs), represent events that may impact the schedule and could not have been reasonably foreseen at the time of submitting the original bid for construction. These events are beyond the control, and without fault or negligence of the General Contractor.

### Analysis procedure for TIA05:

1. The last approved schedule (As-Planned Schedule) prior to first weather day being analyzed in TIA05 is the approved April 2019 Update, UP04.
2. The As-Planned schedule was copied to create the Impacted Schedule(s) of comparison (TIA05.1 – 6)
3. UFE(s) being analyzed were logically inserted into the Impacted Schedule of comparison. In this instance, original durations for specific activities were updated to reflect the additional time required to complete each impacted activity.
4. The affected Project Milestone(s) in the As-Planned schedule were compared to the affected Project Milestone(s) in the Impacted Schedule to quantify any impacts resulting from UFE(s).

5. This process was repeated for each subsequent update period impacted by inclement weather through the end of April 2020.
6. The resulting delay is broken down by impacted period and summarized by cumulative total in the Conclusion section of the narrative.

**UNFORESEEN EVENTS**

An Unforeseen Event (UFE) is defined herein as an impact to the project schedule that could not have been reasonably foreseen at the time of submitting a bid for construction and which is beyond the control and without fault or negligence of the General Contractor.

There've been a total of 53 unforeseen inclement (working) weather days which have directly impacted the critical path of the project schedule from the start of the project through the end of April 2020. 37 of these days have already been analyzed in a previous TIA. The remaining 16 weather days are broken down by period as shown below:

5/1/19	(1)
10/30/19	(1)
11/20/19, 11/27/19	(2)
12/4/19	(1)
3/10/20, 3/11/20, 3/12/20, 3/13/20, 3/23/20	(5)
4/6/20, 4/7/20, 4/8/20, 4/9/20, 4/10/20, 4/13/20	(6)

**UFE 05.1: INCLEMENT WEATHER DELAYS MAY 2019**

During May 2019, 1 inclement weather day was recorded. Below is a screenshot comparing the as-planned schedule vs the weather impacted schedule for the analyzation period:

**Milestone Comparison**

Activity ID	Activity Name	Start	Finish	Total Float
<b>COB WWTP Salt Mitigation Upgrade Project_APR 2019</b>				
<b>MILESTONES</b>				
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20)		11-Mar-20*	-35
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		17-Feb-21	-34
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21)		17-Mar-21*	-32
<b>COB WWTP Salt Mitigation Upgrade Project_TIA 05.1</b>				
<b>MILESTONES</b>				
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20)		12-Mar-20*	-36
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		22-Feb-21	-39
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21)		22-Mar-21*	-37

MS01: -1 Calendar Days

MS02: -5 Calendar Days

**UFE 05.2: INCLEMENT WEATHER DELAYS OCT 2019**

During October 2019, 1 inclement weather day was recorded. Below is a screenshot comparing the as-planned schedule vs the weather impacted schedule for the analyzation period:

**Milestone Comparison**

Activity ID	Activity Name	Start	Finish	Total Float
<b>COB WWTP Salt Mitigation Upgrade Project_SEPT 2019</b>				
<b>MILESTONES</b>				
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		22-Apr-20*	0
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		02-Apr-21	2
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		30-Apr-21*	1
<b>COB WWTP Salt Mitigation Upgrade Project_Time Impact Analysis 05.2</b>				
<b>MILESTONES</b>				
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		22-Apr-20*	-1
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		05-Apr-21	-1
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		03-May-21*	-2

MS01: -1 Calendar Days

MS02: -2 Calendar Days

**UFE 05.3: INCLEMENT WEATHER DELAYS NOV 2019**

During November 2019, 2 inclement weather days were recorded. Below is a screenshot comparing the as-planned schedule vs the weather impacted schedule for the analyzation period:

**Milestone Comparison**

Activity ID	Activity Name	Start	Finish	Total Float
<b>COB WWTP Salt Mitigation Upgrade Project_OCT 2019</b>				
<b>MILESTONES</b>				
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		02-May-20*	-10
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		12-Apr-21	-8
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		10-May-21*	-9
<b>COB WWTP Salt Mitigation Upgrade Project_TIA 05.3</b>				
<b>MILESTONES</b>				
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		06-May-20*	-14
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		15-Apr-21	-11
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		13-May-21*	-12

MS01: -4 Calendar Days

MS02: -3 Calendar Days

**UFE 05.4: INCLEMENT WEATHER DELAYS DEC 2019**

During December 2019, 1 inclement weather day was recorded. Below is a screenshot comparing the as-planned schedule vs the weather impacted schedule for the analyzation period:

**Milestone Comparison**

Activity ID	Activity Name	Start	Finish	Total Float
<b>COB WWTP Salt Mitigation Upgrade Project_NOV 2019</b>				
<b>MILESTONES</b>				
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		31-May-20*	-39
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		07-May-21	-33
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		07-Jun-21*	-37
<b>COB WWTP Salt Mitigation Upgrade Project_TIA 05.4</b>				
<b>MILESTONES</b>				
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		03-Jun-20*	-42
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		12-May-21	-38
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		10-Jun-21*	-40

MS01: -3 Calendar Days  
MS02: -3 Calendar Days

**UFE 05.5: INCLEMENT WEATHER DELAYS MAR 2020**

During March 2020, 5 inclement weather days were recorded. Below is a screenshot comparing the as-planned schedule vs the weather impacted schedule for the analyzation period:

**Milestone Comparison**

Activity ID	Activity Name	Start	Finish	Total Float
<b>COB WWTP Salt Mitigation Upgrade Project_FEB 2020</b>				
<b>MILESTONES</b>				
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		16-Jul-20*	-85
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		23-Jun-21	-80
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		22-Jul-21*	-82
<b>COB WWTP Salt Mitigation Upgrade Project_TIA 05.5</b>				
<b>MILESTONES</b>				
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		23-Jul-20*	-92
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		30-Jun-21	-87
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		29-Jul-21*	-89

MS01: -7 Calendar Days  
MS02: -7 Calendar Days

**UFE 05.6: INCLEMENT WEATHER DELAYS APR 2020**

During April 2020, 6 inclement weather days were recorded. Below is a screenshot comparing the as-planned schedule vs the weather impacted schedule for the analyzation period:

**Milestone Comparison**

Activity ID	Activity Name	Start	Finish	Total Float
<b>COB WWTP Salt Mitigation Upgrade Project_MAR 2020</b>				
<b>MILESTONES</b>				
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		13-Aug-20*	-113
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		22-Jul-21	-109
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		19-Aug-21*	-110
<b>COB WWTP Salt Mitigation Upgrade Project_TIA05.6</b>				
<b>MILESTONES</b>				
MS01	PHASE 1 COMPLETION (450 CD AFTER NTP = 02/06/20 - 04/26/20)		21-Aug-20*	-121
MS01.1	PROJECT SUBSTANTIAL COMPLETION (4 WKS PRIOR TO MS02)		30-Jul-21	-117
MS02	PHASE 2 COMPLETION (820 CD AFTER NTP = 02/13/21 - 05/01/21)		27-Aug-21*	-118

MS01: -8 Calendar Days

MS02: -8 Calendar Days

**CONCLUSION**

WML is requesting that the Phase 1 Completion Milestone be extended by an additional 24 Calendar days and the Phase 2 Completion Milestone be extended an additional 28 calendar days to compensate for inclement weather delays from May 2019 – April 2020.

This brings the Phase 1 total weather day impact to -77 calendar days and the Phase 2 total weather day impact to -80 calendar days.

Milestone	Period	Calendar Day Impact	Cumulative Impact
MS01	1	-10	-10
	2	-26	-36
	3	-14	-50
	4	-3	<b>-53</b>
	5	-1	-54
	6	-1	-55
	7	-4	-59
	8	-3	-62
	9	-7	-69
	10	-8	<b>-77</b>
Milestone	Period	Calendar Day Impact	Cumulative Impact

MS02	1	-14	-14
	2	-22	-36
	3	-16	-52
	4	0	<b>-52</b>
	5	-5	-57
	6	-2	-59
	7	-3	-62
	8	-3	-65
	9	-7	-72
	10	-8	<b>-80</b>

**ATTACHMENTS**

- P6 Schedule Analysis File: COB\_TIA05.1- Impacted Schedule (May 19)
- P6 Schedule Analysis File: COB\_TIA05.2- Impacted Schedule (Oct 19)
- P6 Schedule Analysis File: COB\_TIA05.3 – Impacted Schedule (Nov 19)
- P6 Schedule Analysis File: COB\_TIA05.4 – Impacted Schedule (Dec 19)
- P6 Schedule Analysis File: COB\_TIA05.5 – Impacted Schedule (Mar 20)
- P6 Schedule Analysis File: COB\_TIA05.6 – Impacted Schedule (Apr 20)

**Technical Justification:**

PCO-39	
Design Adjustment: WML COP-044.0	RO Skid – Cartridge Assembly for Concentrate Control Valve
<p><u>Reason for Design Changes:</u></p> <p>RO Manufacturer Requested Change: At the initial startup of the RO membrane trains the trains are operating at an 83% recovery rate, which is above the 80% minimum recovery rate requested in the Reverse Osmosis System RFP but also within industry standard operating parameters for RO membranes. The desired recovery rate at this stage in the membrane life is 80% recovery. The benefit of operating at 80% recovery is to prolong membrane life, reduced brine water distributed to the Brine Water Discharge system, reduced cleaning of the membranes saving City staff time for other tasks and reduced annual chemical costs.</p> <p><u>Design and Scope Changes:</u></p> <ul style="list-style-type: none"> <li>H2O Innovation shall procure and change out five - 5/8" valve cartridge assemblies for five - 3/4" valve cartridge assemblies on the RO train concentrate discharge Bray control valves.</li> </ul> <p><u>Cost Impact:</u></p> <p>The City of Beaumont, W.M. Lyles and equipment manufacturer H2O Innovation have previously discussed and negotiated the material costs of five replacement control valve cartridges. MWHC has reviewed the contractor's cost proposal requesting \$9,799.38 to perform the work. MWHC recommends a contract cost increase to be executed in a change order for the sum of <b>\$9,799.38</b>.</p>	

CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT

CHANGE ORDER PROPOSAL (COP) # 044  
(By Contractor)

<b>To (Engineer/CM):</b> MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	<b>From (Contractor):</b> W.M. Lyles Co. Attention: Oscar Mendoza Phone: 619-565-6064 Email: omendoza@wmlylesco.com
<b>PCO/DCM No.:</b> N/A	
<b>Subject:</b> Replacement Cartridge Assembly for RO Concentrate Control Valves	
<b>Reference Documents:</b> Attached	
<b>DESCRIPTION</b>	
This COP is for the purchase of replacement cartridge assemblies for RO concentrate control valves only. The cartridge replacement installation cost will be submitted under a separate COP.	
<b>COST ESTIMATE</b>	
Total Cost : \$ 9,799.38 – see attached breakdown	
<b>SCHEDULE IMPACT</b>	
<b>Received by MWH Constructors (Date):</b>	

**RESPONSE**

**Response By:**

**Date:**

Final Distribution: Oscar Mendoza, W.M. Lyles Co.  
Brian Knoll, Webb Associates  
MWH Inspector

W. M. Lyles Co.  
 42142 Roick Drive  
 Temecula, CA 92590

Reference #: N/A

Attention: Charles W. Reynolds

City of Beaumont WWTP Salt Mitigation Upgrade Project

DESCRIPTION: Replacement Cartridge Assembly for RO Concentrate Control Valves

Item:		Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1	Replacement Cartridge Assembly for RO Concentra	1 LS	0	\$ -	\$ -	\$ 8,436.83	\$ -	\$ 8,436.83
2		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
3		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs			0	\$ -	\$ -	\$ 8,436.83	\$ -	\$ 8,436.83

Subtotal		\$	8,436.83
Mark-up - Labor	15%	\$	-
Mark-up - Equipment	15%	\$	-
Mark-up - Materials	15%	\$	1,265.52
Mark-up - Subcontractor	5%	\$	-
Bond	1.0%	\$	97.02
<b>Total This Change Order</b>		<b>\$</b>	<b>9,799.38</b>

Comments:





## Wastewater Treatment Plant Salt Mitigation Upgrade Project

### Technical Justification:

PCO-40	
Design Adjustment: WML COP-043.1 CLAR-33	MBR Feed Pump Seal Water Protection Pressure Switch Addition
<p><u>Reason for Design Changes:</u></p> <p>Owner Initiated Change: The MBR Feed pumps require seal water for pump operation and protection of the mechanical seals. The flow switches on each of the four pumps seal water feed piping systems are interlocked with the VFDs that provide electrical power and control the pump speed will cause a shutdown of the pumps if water flow is not detected. This alarm condition will also require the VFDs to be manually reset at the VFDs before a pump can be restarted. The MBR Feed Pumps are critical to continuous operation of the new treatment facility and need to be restarted if there is a momentary loss of seal water throughout the twenty-four-hour day and especially when the facility is not manned.</p> <p><u>Design and Scope Changes:</u></p> <ul style="list-style-type: none"> <li>• Add a pressure transmitter, PIT-3800 to the utility water system inside the MBR building. The pressure transmitter shall be cut into the existing utility water piping system in the vicinity of the MBR Feed Pumps, northwest corner of the building.</li> <li>• Contractor shall also install all necessary conduit, wiring and termination to connect the new device to the SCADA PLC inside the electrical room.</li> <li>• Provide necessary devices and wiring to change contact AR4 relays with new ATC 405AR timing relays.</li> <li>• Cost proposal shall include all necessary costs for labor and miscellaneous materials to perform this change. Contractor shall not perform any work until change has been approved by the City.</li> </ul> <p><u>Cost Impact:</u></p> <p>W.M. Lyles' initial cost proposal, COP 043 was submitted for a cost increase of \$11,174.00. After MWHC's first review and negotiation with the electrical subcontractor a second proposal was submitted for a cost increase of \$8,961.33.</p> <p>MWHC has reviewed the attached WML cost proposal and find it acceptable. Accordingly, MWHC recommends a contract cost increase of \$8,961.33 to be executed in a change order for the modifications requested in the attached Design Change Clarification No.33.</p>	

CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT

CHANGE ORDER PROPOSAL (COP) # 043.1  
(By Contractor)

<b>To (Engineer/CM):</b> MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	<b>From (Contractor):</b> W.M. Lyles Co. Attention: Oscar Mendoza Phone: 619-565-6064 Email: omendoza@wmlylesco.com
<b>PCO/DCM No.:</b> 27	
<b>Subject:</b> MBR Feed Pumps Seal Water Modification	
<b>Reference Documents:</b> Attached	
<b>DESCRIPTION</b>	
This COP is for the installation of a new pressure transmitter as outlined under DCM 27 (Attached).	
<b>COST ESTIMATE</b>	
Total Cost : \$ 8,961.33 – see attached breakdown	
<b>SCHEDULE IMPACT</b>	
<b>Received by MWH Constructors (Date):</b>	

RESPONSE	
<b>Response By:</b>	<b>Date:</b>

Final Distribution: Oscar Mendoza, W.M. Lyles Co.  
Brian Knoll, Webb Associates  
MWH Inspector

W. M. Lyles Co.  
 42142 Roick Drive  
 Temecula, CA 92590

Reference #: CLAR - 033

Attention: Charles W. Reynolds

City of Beaumont WWTP Salt Mitigation Upgrade Project

DESCRIPTION: MBR Feed Pumps Seal Water System

Item:		Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1	MBR Feed Pumps Seal Water System	1 LS	6	\$ 458.98	\$ 88.80	\$ 232.02	\$ 7,596.04	\$ 8,375.84
2		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
3		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs			6	\$ 458.98	\$ 88.80	\$ 232.02	\$ 7,596.04	\$ 8,375.84

Subtotal		\$	8,375.84
Mark-up - Labor	15%	\$	68.85
Mark-up - Equipment	15%	\$	13.32
Mark-up - Materials	15%	\$	34.80
Mark-up - Subcontractor	5%	\$	379.80
Bond	1.0%	\$	88.73
<b>Total This Change Order</b>		<b>\$</b>	<b>8,961.33</b>

Comments:

**City of Beaumont WWTP Salt Mitigation Upgrade Project**  
**MBR Feed Pumps Seal Water System**

Item 20.

**A. Labor**

Description	Lab Pipe FM			Lab Pipe			Operator			Carp FM			Carp			Lab			Cement Mason		
	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT
Install 1-1/2" Piping and Valve for Transmitter	3			3																	
	3	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Name	Rate			Hours			Extension
	ST	PT	DT	ST	PT	DT	
Lab Pipe FM	\$77.80		\$129.98	3	0	0	\$233.41
Lab Pipe	\$75.19		\$124.75	3	0	0	\$225.56
Operator	\$96.33		\$161.66	0	0	0	\$0.00
Carp FM	\$85.03		\$145.63	0	0	0	\$0.00
Carp	\$81.11		\$137.79	0	0	0	\$0.00
Lab	\$71.72		\$117.82	0	0	0	\$0.00
Cement Mason	\$78.05		\$126.45	0	0	0	\$0.00
				6	0	0	
				<b>Total Labor =</b>			<b>\$458.98</b>

**B. Equipment**

Description	17.12	32.037	31.028	30.048	20.041	35.064	Rent
Install 1-1/2" Piping and Valve for Transmitter	3						
	3	0	0	0	0	0	0

Number	Description	Rate	Hours	Extension
17.12	Foreman Truck	\$29.60	3	\$88.80
32.037	Reachlift XtremeXR1055	\$58.61	0	\$0.00
31.028	Hydro Crane - 80 Ton Link Belt RTC-8080 II 80 Ton	\$164.01	0	\$0.00
30.048	Loader Backhoe 410 John Deere 410L	\$64.30	0	\$0.00
20.041	Excavator John Deere 350GLC	\$151.12	0	\$0.00
35.064	Loader John Deere 644J	\$123.00	0	\$0.00
17	Foreman Truck	\$29.60	0	\$0.00
20.041	Excavator John Deere 350GLC	\$151.12	0	\$0.00
35.064	Loader John Deere 644J	\$123.00	0	\$0.00
Rent	Owner Op dump trucks	\$100.00	0	\$0.00
			3	
			<b>Total Equipment = \$88.80</b>	

**C. Materials**

	Quantity	Unit	Price	Extension
1-1/2" Galvanized Union	2	ea	\$ 34.87	\$69.74
1-1/2" Tee	1	ea	\$ 19.57	\$19.57
1-1/2" to 1" Bushing	1	ea	\$ 8.54	\$8.54
1" Galvanized Pipe	1	ea	\$ 47.64	\$47.64
1" Stainless Steel Ball Valve	1	ea	\$ 48.84	\$48.84
Consumables	6	HR	\$ 3.50	\$21.00
Tax	7.750%			\$16.69
			Subtotal	\$232.02
			<b>Total Material = \$232.02</b>	

**D. Subcontractor**

	Quantity	Unit	Price	Extension
Southern Electrical Contractors	1	ea	\$7,596.04	\$7,596.04
				\$0.00
			<b>Total Subcontract = \$7,596.04</b>	

**Delivers tomorrow 10 am - 12 pm**

1	<b>Low-Pressure Pipe Fitting</b> Galvanized Iron, Union Straight Connector, 1-1/2 NPT Female 4638K737	2 Each	\$34.87 Each	\$69.74
2	<b>Low-Pressure Pipe Fitting</b> Galvanized Iron Tee Connector, 1-1/2 NPT Female 4638K127	1 Each	19.57 Each	19.57
3	<b>Low-Pressure Pipe Fitting</b> Galvanized Steel, Bushing Adapter, 1-1/2 Male x 1 Female NPT 4638K727	1 Each	8.54 Each	8.54
4	<b>Standard-Port 316 Stainless Steel Body On/Off Valve</b> with Lockable Lever Handle, 1 NPT Female 46325K31	1 Each	48.84 Each	48.84
5	<b>Standard-Wall Galvanized Steel Pipe</b> Threaded on Both Ends, 1 NPT, 48" Long 4499K53	1 Each	47.64 Each	47.64

Merchandise \$194.33

Applicable shipping and tax will be added.

**Contact**

Contact

**Delivery method**

Ground  
 Tomorrow by 12 pm

**Delivery address**

W. M. Lyles Co  
 715 west 4th St  
 Beaumont CA 92223

**Delivery attention:**

Armando Cayama

**Payment method**

Invoice

**Invoice / receipt preference**

PO BOX 4377  
 acayama@wmlylesco.com

**Billing address**

W. M. Lyles Co  
 PO BOX 4377  
 Fresno CA 93744

**Tax**

Taxable



Southern Contracting Company  
 P.O. Box 445 San Marcos, CA 92079-0445  
 Tel 760-744-0760 Fax 760-744-6475  
 website: www.southerncontracting.com  
 email: info@southerncontracting.com

## Change Order Request

**103801 — Wastewater Treatment Plant Salt Mitigation Upgrade**

**COR Subject: CLAR-033 MBR Feed Pups Seal Water**

**To** Juan C. Ahumada  
 W.M. Lyles  
 42142 Roick Drive  
 Temecula, CA 92590  
 951-973-7393

**Contract No:** 55.1173  
**COR Number:** 103801-COR#021  
**Rev1**  
**COR Revision Number:** 0  
**COR Date:** 9/29/2020  
**Work Type:** Price / Do Not Proceed  
**Other Reference No:** CLAR-033  
**Days Valid:** 5

**Return To** Dan Alcantar  
 Southern Contracting Company  
 760-744-0760x621  
 619-778-0681  
 DAlcantar@southerncontracting.com

### Scope Of Work / Time Extension Request

The work associated with Hach Changes is a change to Southern Contracting Company's scope of work in which a change in Contract Price and Time is to be considered. Accordingly, Southern Contracting Company requests a Contract Change Order in the amount of \$7,596.04

Scope of Work is as follows:

- Per the request made by W.M. Lyles we will provide;

- pressure transmitter PIT-3800 to the utility water system in the MBR that feeds the seal water assemblies on the Membrane Feed Pumps. Install a ¾" conduit (S3800) from RIO-MB with a #18 twisted-shielded pair to the transmitter. Connect the transmitter to a spare analog input in RIO-MB.
- Modify the VFD's for the Membrane Feed Pumps by changing the relay AR4 with a timer TD4. The timer shall be an ATC 405AR On Delay timer to match the other timers in the VFD assemblies and shall be set to 45 seconds. The deceleration time on the VFD's for the pumps shall be set to 10 seconds.

Exclusions: Set up of network, programming, Installation of inline instrumentation Overtime.

Change in time: 5 days

Southern Contracting reserves all rights to additional costs and time for changes not identified in the documents furnished, and is not responsible for additional costs or time for work which is not part of our contract scope of work, unless stipulated above. Should additional information or clarification be required, please contact me at your convenience.

### Summary

**Total:** \$7,596.04

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**Reservation of Rights**

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

---

**Signed By:**



**Daniel Alcantar**  
**PM**

**Dated:** 9/29/2020

# Bid Summary Report

Item 20.

**103801 Beaumont Chang Orders Estimator: Dan Alcantar**

**Job #2336**

**Job Name:** 103801 Beaumont Chang Orders

**Contractor:**

**Estimator:** Dan Alcantar

**Notes:**

**Bid Date:**

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
Revised COR#021	\$740.92	100.00%	\$740.92	14.22	100.00%	14.22

### Top Sheet

Raw Cost	\$6,555.32	Sales per Month	\$0.00
Tax	\$57.42	Return per Month	\$0.00
Raw Cost with Tax	\$6,612.74	Price per Square Foot	\$0.00
Overhead	\$983.30	Hours per Square Foot	0.00
Profit	\$0.00	Square Feet	0.00
Total Return Amount	\$983.30	Job Months	0.00
Total Return %	12.94%	Hours per Week	0.00
Price	\$7,596.04	Workers per Day	0.00
Bond	\$0.00	Total Hours	14.22
Sell Price	<b>\$7,596.04</b>	Markup Sales Tax (Overhead)	No
Adjusted Sell ( )	\$0.00	Markup Sales Tax (Profit)	No
Adjusted Sell Return 0.00 %	\$0.00	Use Bond Table	No

### Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden		Labor Cost
				Rate	Percent	
General Foreman	50.00%	7.11	\$99.49	\$0.00	0.00%	\$707.27
Journeyman	75.00%	10.66	\$85.51	\$0.00	0.00%	\$911.83
<b>Totals</b>	<b>125.00%</b>	<b>17.77</b>	<b>\$91.10</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$1,619.10</b>

### Mark Ups

	OVERHEAD			PROFIT		
	Total	%	Amount	%	Amount	
Materials	\$740.92	+ 15.00%	\$852.06	+ 0.00%	\$852.06	
Labor	\$1,619.10	+ 15.00%	\$1,861.97	+ 0.00%	\$1,861.97	
Supplier Quotes	\$3,929.00	+ 15.00%	\$4,518.35	+ 0.00%	\$4,518.35	
SubContractors	\$0.00	+ 5.00%	\$0.00	+ 0.00%	\$0.00	

## Bid Summary Report

Item 20.

**103801 Beaumont Chang Orders**    Estimator: Dan Alcantar

**Job #2336**

Direct Job Expense	\$266.30	+	15.00%		\$306.25	+	0.00%		\$306.25
Equipment Rental	\$0.00	+	15.00%		\$0.00	+	0.00%		\$0.00
<b>Totals</b>	<b>\$6,555.32</b>		<b>15.00%</b>		<b>\$7,538.62</b>		<b>0.00%</b>		<b>\$7,538.62</b>

### Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$740.92	7.75%	\$57.42
Labor	\$1,619.10	0.00%	\$0.00
Supplier Quotes	\$0.00	7.75%	\$0.00
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$0.00	0.00%	\$0.00
Equipment Rental	\$0.00	0.00%	\$0.00
<b>Total Tax:</b>			<b>\$57.42</b>

### Supplier Quotes

Name	Supplier	Tax (7.8 %)	Unit Cost	Multiplier	Amount
PIT		No	\$3,543.00	1.00	\$3,543.00
Timer relaysr		No	\$351.00	1.00	\$351.00
Freight		No	\$35.00	1.00	\$35.00
<b>Total:</b>					<b>\$3,929.00</b>

### Direct Job Expense

Name	Supplier	Tax (0.0 %)	Unit Cost	Multiplier	Amount
FM Truck		No	\$26.63	10.00	\$266.30
<b>Total:</b>					<b>\$266.30</b>

Job Name: 103801 Beaumont Chang Orders  
 Job Number: 2336  
 Extension Name: Revised COR#021

Item 20.

Material Filter: <None>  
 Report: COR - 2

**[Items and ByProducts]**

Item #	Item Name	Quantity	Unit Price	U	Ext Price	Unit Labor	U	Ext Labor
Label Set: Combined, Combined, Combined, Combined, Combined					<b><u>\$740.92</u></b>			<b><u>14.22</u></b>
Cost Code: 010 - Conduit/Raceway					<u>\$596.92</u>			<u>11.71</u>
2,684	3/4 GRC/PVC COATED	90.00	\$474.52	C	\$427.07	10.05	C	9.04
2,698	3/4 GRC/PVC COUP	9.00	\$493.74	C	\$44.44	11.30	C	1.02
2,790	3/4 GRC/PVC HUB	2.00	\$41.16	E	\$82.32	50.24	C	1.00
3,081	3/4 GRC/PVC C105 STRP	17.00	\$253.52	C	\$43.10	3.77	C	0.64
Cost Code: 020 - Wire/Cable					<u>\$144.00</u>			<u>2.51</u>
4	16 TSP - SHIELDED CABLE BELDEN	200.00	\$720.00	M	\$144.00	12.56	M	2.51
<b>[Items and ByProducts] Total:</b>					<b><u>\$740.92</u></b>			<b><u>14.22</u></b>

**CITY OF BEAUMONT WASTEWATER TREATMENT PLANT  
SALT MITIGATION UPGRADE PROJECT**

**CLARIFICATION 33**

<b>To (Construction Manager):</b> MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@mwhconstructors.com	
<b>From (Engineer):</b> SKM Engineering Attention: Mark Jeppsen Phone: 801-677-0011 Email: mark.jeppsen@skmeng.com	
<b>Subject:</b> MBR Feed Pumps Seal Water Modifications	<b>Location:</b> Throughout
<b>Reference Documents:</b> N/A	
<b>CLARIFICATION</b>	
<b>Note the following:</b>	
<ul style="list-style-type: none"> <li>• Add a pressure transmitter PIT-3800 to the utility water system in the MBR that feeds the seal water assemblies on the Membrane Feed Pumps. Install a ¾" conduit (S3800) from RIO-MB with a #18 twisted-shielded pair to the transmitter. Connect the transmitter to a spare analog input in RIO-MB.</li> <li>• Modify the VFD's for the Membrane Feed Pumps by changing the relay AR4 with a timer TD4. The timer shall be an ATC 405AR On Delay timer to match the other timers in the VFD assemblies and shall be set to 45 seconds. The deceleration time on the VFD's for the pumps shall be set to 10 seconds.</li> </ul>	
<b>Prepared By (Name):</b> Mark Jeppsen, SKM	<b>Date:</b> September 14, 2020
<b>Distributed By:</b>	<b>Date:</b>

**Scope Letter: 2 pages**

Technical  
Systems  
Incorporated

2303 196th Street SW  
Lynnwood, WA 98036  
Tel: (425) 775-5696  
Fax: (425) 775-9074  
info@tsicontrols.com

September 28, 2020

Quote Number: CO#09

To: Southern Contracting  
Attn: Dan Alcantar

Project: Beaumont WWTP Salt Mitigation  
Beaumont Wastewater Treatment Plant

Reference: **CLAR-33 Seal Water PIT**

Bid Date: N/A

Bid Time: N/A

Technical Systems, Inc. (TSI) is pleased to provide a quote for the above referenced project. Material for this project will be shipped FOB Lynnwood WA, complete, ready for field termination by others. TSI's price includes CA sales tax and does not include the cost to bond TSI's portion of the project.

TSI's price for the scope of work detailed on the following pages:

**Change Order Proposal Pricing:****\$3,543.00****Change Scope as Follows:**

- Supply new PIT-3800
  - o Foxboro IGP05S, total range 5-2000psi
    - Calibrate to Range TBD

Terms: Net 30  
FOB: Lynnwood WA  
Freight: Prepaid

This quote is valid for 90 days.

Please call with any questions you may have concerning pricing or any technical questions.

Sincerely,

*Colin Dightman-Kovak*

Colin Dightman-Kovak  
Technical Systems, Inc.  
1-425-678-4116

**Scope of Work**

**Misc Equipment:**

Including:

1. Hardware Procurement
2. Required Testing
3. O&M, drawings updates

**GENERAL**

1. TSI supplies a bill of materials, CAD-based drawings, and Operations and Maintenance Manuals for all equipment furnished by TSI.
2. TSI supplies the required field startup services for this project.
3. Panels fabricated by TSI are UL 508 labeled.

**STANDARD INCLUSIONS**

We provide the following unless specifically excluded on our bill of material:

- 1) Equipment shipped FOB factory with freight allowed, tailgate, destination.
- 2) Field wiring diagrams showing interconnection of field instruments and instrumentation panels.
- 3) Instruction manuals as required.
- 4) All necessary field start-up and calibration of the equipment we supply.

**STANDARD EXCLUSIONS**

We do NOT include the following unless specifically included in our bill of material:

- 1) Pipe, tubing, valves or fittings between the instrument and the process.
- 2) Conduit, wire or cable not an integral part of the instrument.
- 3) Mounting brackets, stanchions, supports or mounting pads not an integral part of the instrument.
- 4) Labor to install the equipment.
- 5) The Cost, (if due to local union regulations), to have local craftsman make adjustments or wiring modifications to our equipment during start-up and calibration.
- 6) Any material or services not in our quoted sections.
- 7) This proposal is based on award of a supply purchase order and does not include any of the costs associated with bonding or subcontract administration. If bonding or a subcontract is required they can be provided for additional cost.

**SPECIFIC EXCLUSIONS**

- 1) Installation of Panels and Instruments.
- 2) VFD changes for Membrane Feed Pumps (By Others)



**WESCO**  
DISTRIBUTION®

6251 KNOTT AVENUE

Item 20.

BUENA PARK CA 90620

**Quotation**

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS AND CONDITIONS OF SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: SOUTHERN CONTRACTING  
559 N. TWIN OAKS VLY RD.  
  
SAN MARCOS CA 920691710

Date: 09/28/20  
Branch: 6705  
Project Number:  
Project Name  
Quoted To:  
Date of Your Inquiry: 09/28/20  
When ordering please refer to Quotation Number: 026293

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
10	4	ATC 405AR-100-S-2-X	75.000	E	300.00	0.00		09/28/20
15	4	ATC 000-825-85-00 SOCKET DIN RAIL	12.750	E	51.00	0.00		09/28/20
		BOTH ITEMS PLUS FREIGHT						
		SUB-TOTAL			351.00			
		TOTAL			351.00			

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer. Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations.



## Staff Report

**TO:** City Council

**FROM:** Kristine Day, Assistant City Manager

**DATE:** December 15, 2020

**SUBJECT:** **City Council Approval of Change Order No. 18 for the Wastewater Treatment Plant Upgrade /Expansion in the Amount Not to Exceed \$1,624,252.52 for the Installation of a New UV system; and Contract Amendment No. 2 with Albert A. Webb Associates for the Design Services Related to the UV System in an Amount Not to Exceed \$164,316**

### Background and Analysis:

#### Wastewater Treatment Plant Change Order No. 18:

Construction of the City's new wastewater treatment plant (Plant) began in October 2018. Phase I of construction has been completed and the contractor (WM Lyles) is making good progress on Phase II. As part of the original design, it was decided by the City and design team to keep the existing UV disinfection system in service and make upgrades as opposed to a full replacement. This was primarily a financial decision based upon concerns regarding the overall budget and the ability to include UV replacement in the available funding. It was always understood that eventually the UV system would require replacement or significant upgrades to meet future demands and reliability. During the course of construction, Trojan Technologies (UV Manufacturer) notified its customers that support for the UV 3000 systems will be phased out in 2021. The decision by Trojan to no longer offer technical support and replacement parts for this system has necessitated a change in timeline for replacing the existing UV system at the Plant.

The City has worked closely with the design team and the contractor to develop a plan to replace the existing UV system as part of the current Plant construction project. The attached change order/contract amendment for the design team and contractor represent the work and equipment required to:

- Design the system,
- Construct the facilities,
- Purchase the new UV System,
- Install and commission the new UV System,

- Perform construction services such as submittal reviews, coordination during construction and start up, and
- Assistance with permitting of the new system.

The design and engineering services during construction change order totals \$164,316 (see attached) and the construction change order totals \$1,624,252 (see attached). The new UV system will include the following:

- Two new concrete channels where the UV system will be installed,
- New Trojan Signa UV system capable of treating 13.2 MGD peak flow with all banks in service and 8.8 MGD peak flow with one bank in each channel off,
- A new awning covering the UV system to provide protection from the sun and other natural elements,
- New channel coverings to prevent debris and contaminants from entering the channels,
- Bioassay testing to verify the capacity of the new system (required for Title 22 permitting), and
- Piping, grading, demolition, and electrical required for the successful installation of the new system.

Some of the benefits of completing this work as part of the construction project include:

- Contractor already being mobilized on-site and thereby eliminating additional mobilizations;
- Shorter timeframe for the work because it can be completed concurrently with other work rather than waiting for WM Lyles to complete their work in August and then beginning a new project;
- Provide additional treatment capacity to cover the new plant capacity of 6.0-mgd and is easily expandable in the new channels to meet the ultimate capacity of 8.0-mgd; and
- Construction completed by WM Lyles who is intimately familiar with the existing Plant, operations, and field conditions.

### Summary of Change Order No. 18 Costs:

The cumulative costs associated with this change is in the amount not to exceed \$1,788,568.52. The costs are as summarized below.

Item	Cost
Item #1 - Construction Cost of UV System	\$ 1,624,252.52
Item #2 - Increment Weather Time Extension	\$164,316.00
<b>Total:</b>	<b>\$1,788,568.52</b>

### Fiscal Impact:

Due to the magnitude of the Plant and brineline construction the City withheld approximately \$4 million of available project funds on an unallocated status in the event additional work or modifications would be needed or desired. This change, if approved, will require the funds to be moved from the unallocated balance to the appropriate category of design and contingency.

WWTP	Budget Amount	Paid to Date	Remaining
Design	\$2,697,942.63	\$2,556,828.66	\$141,113.97
Construction Management	\$5,082,475.75	\$4,905,144.68	\$177,331.07
Equipment	\$252,906.00	\$256,216.13	\$(3,310.13)
Permits	\$324,776.76	\$117,566.12	\$207,210.64
Construction	\$53,910,737.00	\$39,224,465.26	\$14,686,271.74
Contingency	\$4,000,000.00	\$1,571,627.37	\$2,428,372.63
Unallocated	\$4,065,594.24	\$0.00	\$4,065,594.24
<b>Total</b>	<b>\$70,334,432.38</b>	<b>\$48,631,848.22</b>	<b>\$21,702,584.16</b>

CO No.	Description	Reason for Change	Amount
1	MBR System Improvements	Enhance the performance of MBR System	\$149,741.00

2	RO System Electrical Modifications & Storm Drain System Material Change	Design & Material Updates	(\$245.00)
3	New Aeration Basin 1 through 3 Excavation	Conflict with Existing Utilities	\$19,998.00
4	Structural and Mechanical Modifications	Pre-Selected Submittals	\$57,450.64
5	Vactor Truck Dump Station Modifications	Conflict with Construction	NTE \$15,000.00
6	EDI/Fine Coarse Bubble Diffuser Equipment	Design Change	\$24,298.00
7	Various Changes – MBR/RO Structural, Site Civil & Headworks SCADA Design Modifications	Design Changes	\$59,167.49
8	Various Changes - Demolition, Piping Realignment, Material Change, and Electric Actuated Valve Voltage Change	Unforeseen Conditions and Value Engineering	\$6,067.00
9	Various Changes - Solids Handling Bldg. Conveyor Capacity Increase, Electrical Yard Vault Cover Changes, Additional Pothole Investigation and Existing Duct Bank Removal, and Yard Utilities	Design Changes, Conflict with Construction, Owner Requested Changes	\$138,531.73

10	MBR Chemical Area Changes & Other Misc. Changes and Inclement Weather Impact Nov-18 to May-19	Owner Requested Changes & Inclement Weather	\$596,031.05
11	Frontier Internet Provider Duct Bank Modifications, 30-inch MBR & 20-inch Plant Effluent Pipeline Elevation and Alignment Modifications, Additional Safety Required Handrail at Retaining Wall and Generator	Design Changes, & Conflict with Construction	\$81,128.29
12	RO-Sulfuric Acid Chemical Piping Material Change, Solids Feed Pump TR/TSH Thermocouple Elements, Solids Handling Bldg. Changes	Design Changes, Owner Requested Changes	\$91,417.26
13	Plant Effluent Chemical Area Changes	Owner Requested Changes	\$404,821.33
14	ADA Compliance Men's – Women's Restroom Modifications & SCE Required Additional 4/0 Ground Cable	Design Changes & SCE Requirements	\$12,311.12

<b>15</b>	Aeration Basin 24" Air Piping Block-outs and Pipe Seals, Modifications to HACH Instrumentation Communications Protocol, MBR Module Lifting Safety Device, RO CIP-Skid Discharge Orifice Plate Addition	Design Changes, Owner Requested Changes	\$79,713.39
<b>16</b>	Pump station at the EQ Basin	Design Changes, Owner Requested Changes	NTE \$667,487.82
<b>17</b>	RW FUTURE PUMP STATION, Weather Time Extension, Valve Modifications, MBR Feed Pump Seal Water Control Changes	Design Changes, Owner Requested Changes, Unforeseen Conditions	NTE \$159,442.86
<b>WWTP</b>	<b>Budget Amount</b>	<b>Change Orders 1-15</b>	<b>Remaining</b>
<b>Contingency</b>	<b>\$4,000,000.00</b>	<b>\$2,562,361.98</b>	<b>\$1,437,638.02</b>

**Recommended Action:**

Approval of Change Order No. 18 for the Wastewater Treatment Plant Upgrade/Expansion for the installation of a new UV system in the amount not to exceed \$1,624,252.52 and approve the Contract Amendment No. 2 for Albert A. Webb Associates for the design services related in an amount not to exceed \$164,316.

**Attachments:**

- A. WM Lyles Cost Proposal
- B. Contract Amendment No. 2 for Albert A Webb Associates

CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT

CHANGE ORDER PROPOSAL (COP) # 045  
(By Contractor)

<b>To (Engineer/CM):</b> MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@mwhconstructors.com	<b>From (Contractor):</b> W.M. Lyles Co. Attention: Oscar Mendoza Phone: 619-565-6064 Email: omendoza@wmlylesco.com
<b>PCO/DCM No.:</b> N/A	
<b>Subject:</b> New UV Structure	
<b>Reference Documents:</b> Aqua Conceptual Design Drawings Sheets 1 & 2, Trojan UV Signa Quote	
<b>DESCRIPTION</b>	
<p>Please review the attached not-to-exceed change order pricing for the new UV channel. It is W.M. Lyles understanding that once approved the final design will be completed by Aqua engineering. At that time WML will update our pricing based on the final design.</p> <p>Inclusions:</p> <ul style="list-style-type: none"> <li>• Demolition of Existing South UV Train</li> <li>• Installation of New Concrete Channels, Piping Tie-ins, PEMB Canopy per the AQUA conceptual drawings.</li> <li>• Purchase and install of Trojan Signa UV system per the attached quote.</li> <li>• Startup and Commissioning of the UV System, Bioassay testing by Trojan.</li> </ul> <p>Notes/Exclusions:</p> <ul style="list-style-type: none"> <li>• Process or Performance Guarantee of any kind. WML will install and commission UV equipment per the attached quote.</li> </ul>	
<b>COST ESTIMATE</b>	
Total cost \$ 1,624,252.52 – see attached breakdown	
<b>SCHEDULE IMPACT</b>	

Pricing is based on UV equipment being released for Fabrication by February 1<sup>st</sup>, 2021 and UV equipment installed and commissioned by July 15<sup>th</sup>, 2020.

**Received by MWH Constructors (Date):**

**RESPONSE**

**Response By:**

**Date:**

Final Distribution: Oscar Mendoza, W.M. Lyles Co.  
Grant Gourley, W.M. Lyles Co.  
Brian Knoll, Webb Associates  
MWH Inspector

W . M. Lyles Co.  
 42142 Roick Drive  
 Temecula, CA 92590

Date: 30-Oct-20

Reference #:

Attention:

JOB LOCATION: City of Beaumont WWTP Salt Mitigation Upgrade Project

DESCRIPTION: New UV Channels - Trojan Signa

Item:		Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1	New UV Channels - Trojan Signa	1 LS	3005	\$ 255,625.38	\$ 90,502.92	\$ 913,408.69	\$ 195,594.00	\$ 1,455,130.99
2		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
3		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
		1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Costs</b>			3005	\$ 255,625.38	\$ 90,502.92	\$ 913,408.69	\$ 195,594.00	\$ 1,455,130.99

Subtotal	\$	1,455,130.99
Mark-up - Labor	15%	\$ 38,343.81
Mark-up - Equipment	15%	\$ 13,575.44
Mark-up - Materials	10%	\$ 91,340.87
Mark-up - Subcontractor	5%	\$ 9,779.70
Bond	1.0%	\$ 16,081.71
<b>Total This Change Order</b>	<b>\$</b>	<b>1,624,252.52</b>

Comments:

**City of Beaumont WWTP Salt Mitigation Upgrade Project**  
**New UV Channels - Trojan Signa**

Item 21.

**A. Labor**

Description	Lab Pipe FM			Lab Pipe			Operator			Carp FM			Carp			Lab			Cement Mason			Start-up Eng.	
	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	ST	PT	DT	DY	Eng.
Concrete Labor							120			280			560			280			120				
Demo	120			240			120																
Earthwork	80			160			80																
Electrical Ex/BF/Concrete	30			60			30																
Piping	80			160			80																
Install Canopy Anchors & Grout										12			12										
Metals										32			64										
UV Install							40			80			160									5	
	310	0	0	620	0	0	470	0	0	404	0	0	796	0	0	280	0	0	120	0	0	5	0

Name	Rate			Hours			Extension	
	ST	PT	DT	ST	PT	DT		
Lab Pipe FM	\$80.30		\$103.90	\$129.98	310	0	0	\$24,894.30
Lab Pipe	\$77.69		\$99.97	\$124.75	620	0	0	\$48,166.68
Operator	\$98.83		\$128.99	\$0.10	470	0	0	\$46,452.07
Carp FM	\$87.53		\$115.33	\$145.63	404	0	0	\$35,362.48
Carp	\$83.61		\$109.45	\$137.79	796	0	0	\$66,551.09
Lab	\$74.22		\$94.78	\$117.82	280	0	0	\$20,782.16
Cement Mason	\$80.55		\$102.25	\$126.45	120	0	0	\$9,666.59
Start-up Eng.	\$750.00		\$0.00	\$0.00	5	0	0	\$3,750.00
0	\$0.00		\$0.00	\$0.00	0	0	0	\$0.00
					3005	0	0	
<b>Total Labor =</b>								<b>\$255,625.38</b>

Rate: \$750/Day

**B. Equipment**

Description	17.120	32.037	31.028	30.048	20.041	77.020	14.037
Concrete Labor	280	140	60				
Demo	120	40	20	0	80		
Earthwork	80	0			80		
Electrical Ex/BF/Concrete	30			30			
Piping	80	40	0		80		
Install Canopy Anchors & Grout	12						
Metals	32	12					
UV Install	80	20	20				
	714	252	100	30	240	0	0

Number	Description	Rate	Hours	Extension
17.120	Foreman Truck	\$29.60	714	\$21,134.40
32.037	Reachlift Xtreme XR1055	\$58.61	252	\$14,769.72
31.028	Hydro Crane - 80 Ton Link Belt RTC-8080 II 80 Ton	\$164.01	100	\$16,401.00
30.048	Loader Backhoe 410 John Deere 410L	\$64.30	30	\$1,929.00
20.041	Excavator John Deere 350GLC	\$151.12	240	\$36,268.80
77.020	Scissor Lift JLG 2646ES	\$20.04	0	\$0.00
17.120	Foreman Truck	\$29.60	0	\$0.00
			1336	
<b>Total Equipment =</b>				<b>\$90,502.92</b>

**C. Materials**

	Quantity	Unit	Price	Extension
Concrete Materials	1	LS	\$ 35,000.00	\$35,000.00
Trucking & Demo Fees	1	LS	\$ 3,000.00	\$3,000.00
Electrical DB Concrete & Encasement	1	LS	\$ 4,000.00	\$4,000.00
Pipe Bedding, Encasement Materials	1	LS	\$ 7,450.00	\$7,450.00
Pipe Materials	1	LS	\$ 40,000.00	\$40,000.00
FRP Grating	1	LS	\$ 5,000.00	\$5,000.00
Ledger & Anchors	1	LS	\$ 15,000.00	\$15,000.00
Canopy Anchors & Grout	1	LS	\$ 3,500.00	\$3,500.00
FRP Covers	1	LS	\$ 9,000.00	\$9,000.00
Tax	7.750%			\$9,451.13
				\$0.00
Small Tools (\$2/MH)	3005	MH	\$ 2.00	\$6,010.00
UV Equipment (Includes Tax)	1	LS	\$ 775,997.56	\$775,997.56
<b>Total Material =</b>				<b>\$913,408.69</b>

**D. Subcontractor**

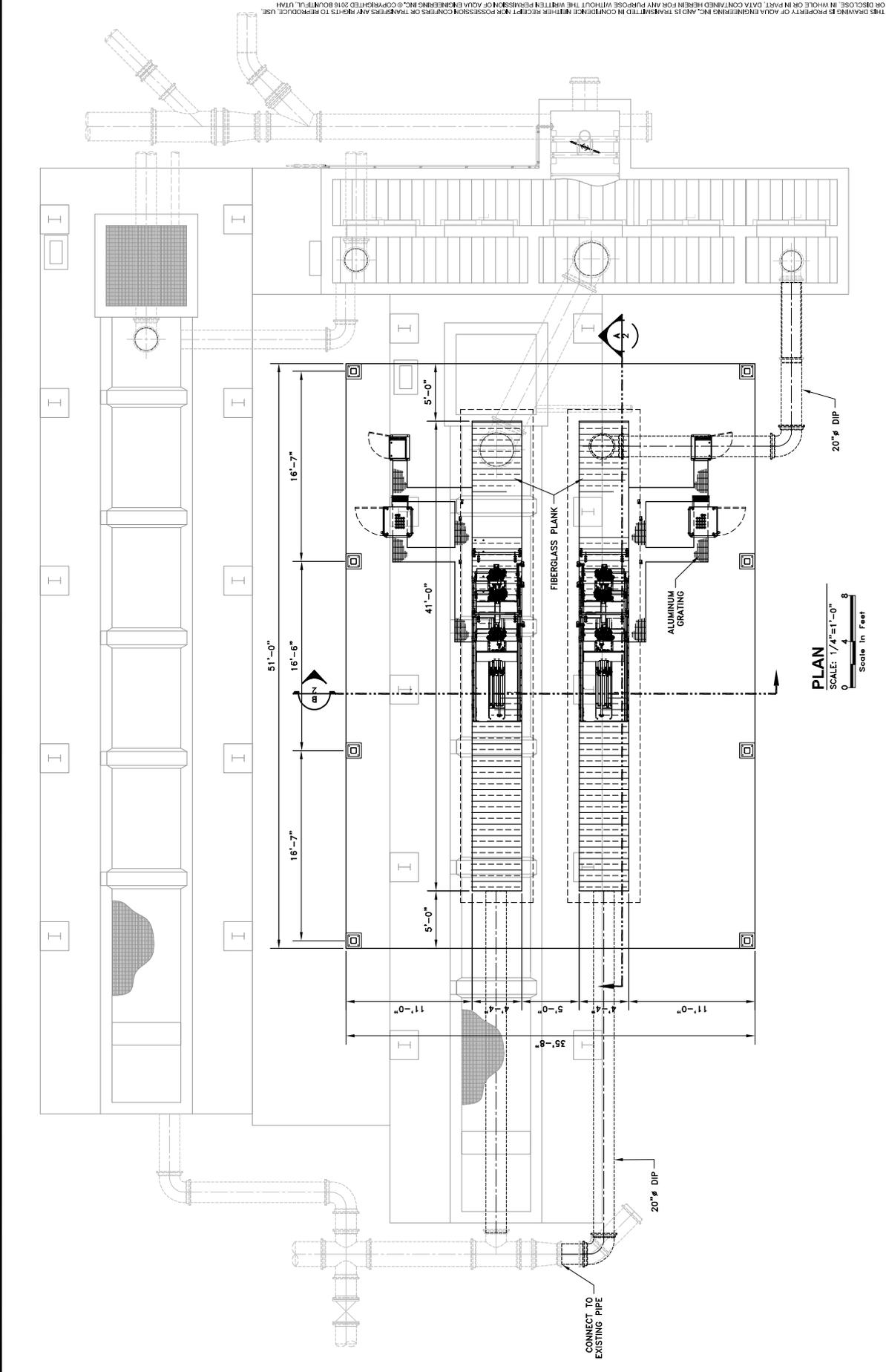
	Quantity	Unit	Price	Extension
				\$0.00
Electrical - Southern	1	LS	\$98,703.00	\$98,703.00
Canopy - (1,836 SF)	1	LS	\$59,000.00	\$59,000.00
Rebar - Pacific Steel Group	1	LS	\$36,391.00	\$36,391.00
Canopy Anchor Design	1	LS	\$1,500.00	\$1,500.00
<b>Total Subcontract =</b>				<b>\$195,594.00</b>

SHEET 1

NO.	DATE	DESIGN	DRAWN	CHECKED
0	09/09/2020			
REVISIONS				

BEAUMONT

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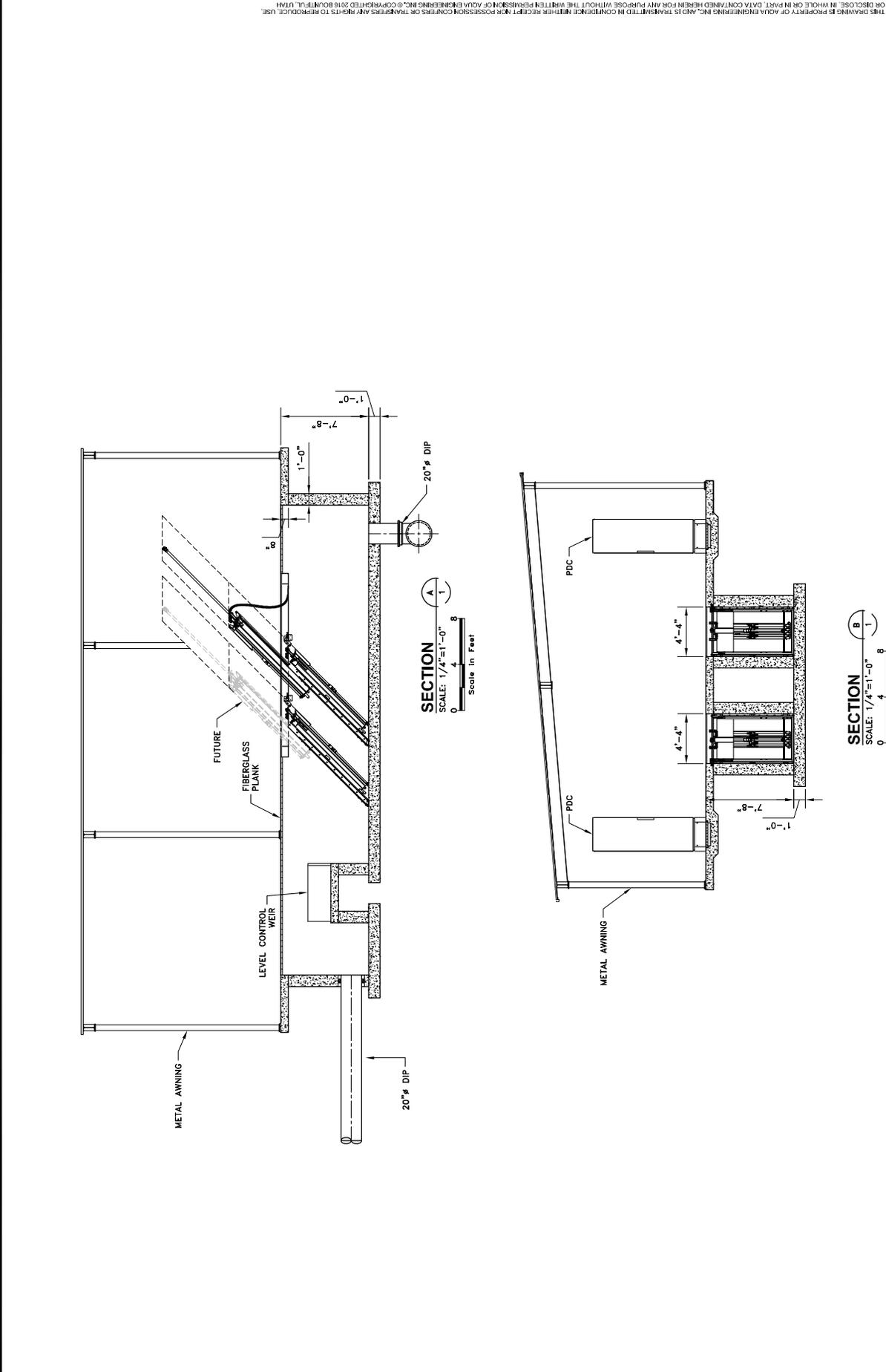
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 Scale in Feet

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 IF BAR MEASURES:  
 1" = FULL SCALE  
 1/2" = HALF SCALE

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REVISIONS				

SHEET

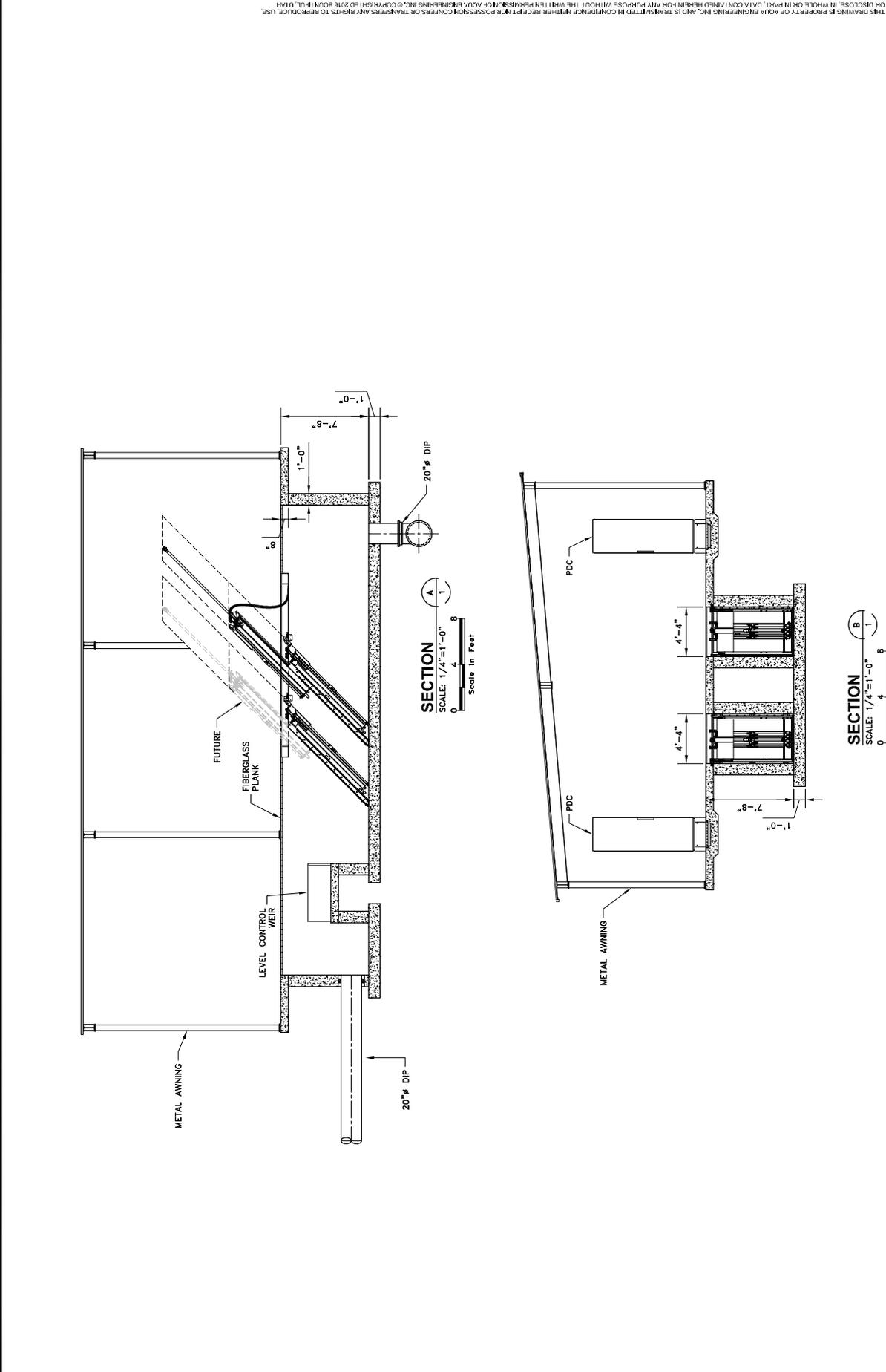
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 1/2" = HALF SCALE



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REVISIONS				

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 1" = FULL SCALE  
 1/2" = HALF SCALE



# TROJAN UV SIGNA™

PROPOSAL FOR BEAUMONT, CALIFORNIA  
QUOTE: 225344  
10/13/2020



TrojanUVSigna™ incorporates revolutionary innovations, including TrojanUV Solo Lamp™ technology, to reduce the total cost of ownership and drastically simplify operation and maintenance. It is the ideal solution for facilities wanting to upgrade their disinfection system easily and cost-effectively.

We are pleased to provide the enclosed TrojanUVSigna proposal. Please do not hesitate to contact us if you have any questions regarding this proposal. We look forward to working with you.

With best regards,

Jordan Fournier  
Regional Manager  
Trojan Technologies  
(519) 457 – 3400 ext. 2193  
jfournier@trojanuv.com

---

**Local Representative:**

Matt Rebmann  
The Coombs-Hopkins Company  
(760) 931-0555

## DESIGN CRITERIA

Peak Design Flow*:	<b>13.2 MGD (all banks in service) 8.8 MGD (one redundant bank/channel)</b>
UV Transmittance:	<b>65%</b> (minimum)
Total Suspended Solids:	<b>5 mg/l (30 Day Average, grab sample)</b>
Disinfection Limit:	<b>2.2 Total Coliform per 100 ml, 7 day Median of consecutive daily grab samples</b>
Design Dose:	<b>80mJ/cm<sup>2</sup></b>

\*Flows to be determined by Spot Check Bioassay

## DESIGN SUMMARY

<b>CHANNEL</b> (Refer to Trojan layout drawing for complete details)	
Number of Channels:	<b>2</b>
Minimum Channel Length Required:	<b>30.6'</b>
Channel Width at UV Banks:	<b>4.4'</b>
Channel Depth Recommended:	<b>7.8'</b>
<b>UV BANKS</b>	
Number of Banks per Channel:	<b>3</b>
Number of Lamps per Bank:	<b>18</b>
Total Number of UV Lamps:	<b>108</b>
Maximum Power Draw:	<b>113.7 kW</b>
<b>UV PANELS</b>	
Power Distribution Center Quantity:	<b>2</b>
Hydraulic System Center Quantity:	<b>2</b>
System Control Center Quantity:	<b>1</b>
<b>ANCILLARY EQUIPMENT</b>	
Level Controller Quantity and Type:	<b>2 Fixed Weir</b>
Integral Bank Walls:	<b>Included</b>
Other Equipment:	<b>Online UV Transmittance Monitor</b>
<b>ELECTRICAL REQUIREMENTS</b>	
<ol style="list-style-type: none"> <li>1. Each Power Distribution Center requires an electrical supply of one (1) 480/277V 60Hz, 63kVA</li> <li>2. Electrical supply for Hydraulic System Center will be (1) 480V 60Hz, 2.5 kVA</li> <li>3. Electrical supply for System Control Center will be (1) 120V 60Hz, 1.8 kVA</li> <li>4. Electrical disconnects are not included in this proposal. Refer to local electrical codes</li> </ol>	

## COMMERCIAL INFORMATION

**Total Capital Cost: \$ 725,000 (USD)**

This price excludes any taxes or duties that may be applicable.  
 Standard equipment warranties and start up by Trojan-certified technicians are included.  
 Spot Check Bioassay in accordance with 2012 NWRI Included

### Operating Conditions

Average Flow: **6 MGD**  
 UV Transmittance: **65%**  
 Annual Operating Hours: **8760 hours**  
 Average Number of Lamps Online: **54**

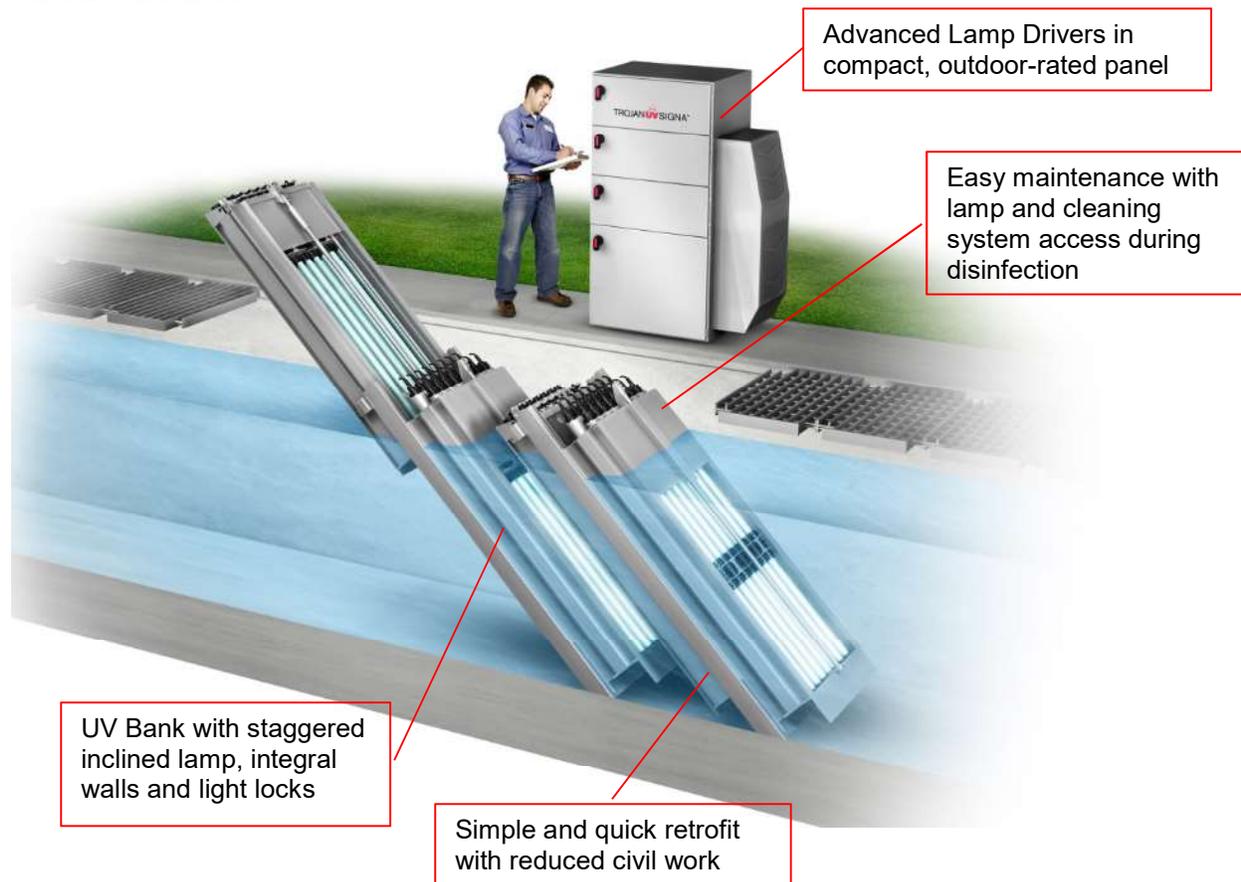
Power Requirements		Lamp Replacement	
Average Power Draw:	<b>44.7 kW</b>	Lamps Replaced per Year:	<b>32</b>
Cost per kW Hour:	<b>\$0.072</b>	Price per Lamp:	<b>\$600</b>
<b>Annual Power Cost:</b>	<b>\$28,193</b>	<b>Annual Lamp Replacement Cost:</b>	<b>\$19,200</b>
<b>Total Annual Operating Cost Estimate: \$47,393</b>			

This cost estimate is based on the average flow and UV transmittance listed above. Actual operating costs may be lower with the TrojanUVSigna automatic dose pacing control system. As UV demand decreases by a change in operating conditions, the number of lamps online and power level of the lamps decreases accordingly. The dose pacing system minimizes equipment power levels while ensuring the target UV dose is maintained at all times.

### Easy and Cost-Effective Maintenance

- The 1000 watt TrojanUV Solo Lamp combines the benefits of both low pressure and medium pressure lamps
- Fewer lamps, long lamp life and easy change-outs save time and money
- Lamp change-outs and cleaning solution replacement are done while the UV system is in the channel – minimizing downtime and simplifying maintenance
- Routine maintenance can be performed while banks are in the channel, but an Automatic Raising Mechanism (ARM) makes other tasks, such as winterization, simple, safe and easy
- Lamp plugs with LED status indicators and integral safety interlock prevent an operator from accidentally removing an energized lamp
- ActiClean WW™ chemical/mechanical cleaning system to keep sleeves clean during operation

## SYSTEM OVERVIEW

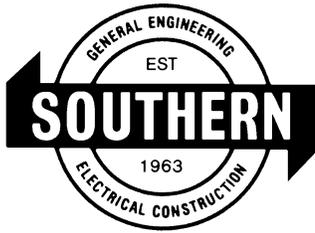


### Simple to Design and Install

- Light locks on the UV banks control water level within the channel, reducing dependence on downstream weirs and preventing short-circuiting above the lamp arc
- UV Banks include integral reactor walls to make installation easy and prevent short circuiting at the channel walls
- Stringent tolerances on concrete channel walls are not required – making retrofits simple and cost-effective

### Supported by Trojan Technologies

- Trojan Technologies warrants all components of the system (excluding UV lamps) against faulty workmanship and materials for a period of 12 months from date of start-up or 18 months after shipment, whichever comes first.
- UV lamps are warranted for 15,000 hours of operation or 3 years from shipment, whichever comes first. Lamp warranty is pro-rated after 9,000 hours of operation. This means that if a lamp fails prior to 9,000 hours of use, a new lamp is provided at no charge.
- Trojan offers an unparalleled Lifetime Performance Guarantee. The spirit of this guarantee is simple: the Trojan equipment, as sized for the project, will meet the disinfection requirements for the life of the system.



# Southern Contracting Company

LIC NO. 222252

559 Twin Oaks Valley Road • P.O. Box 445 • San Marcos, California 92079  
Phone 760-744-0760 Fax 760-744-6475

10-26-2020

Daniel Alcantar  
Project Manager  
Southern Contracting Co

Oscar Mendoza  
Project Manager  
W. M. LYLES CO.

Subject: UV Option electrical

The work associated with the UV Electrical Option would be a change to Southern Contracting Company's scope of work in which a change in Contract Price and Time is to be considered.

Cost of Work is as follows:

- Per the request made by W.M. Lyles and based on the documents that were provided by Aqua Engineering we have come up with a possible cost of \$98,702.93

Once engineered drawings and a Clarification is issued we can then provide a finalized price.

Scope of Work is as follows:

Labor and materials to demo old Switchgear, install new Switchgear, install underground conduit (trench by others), install overhead cable tray between the UV equipment and the new Switchgear, Wire, Terminations, Power up of the equipment (UV Equipment installation and Start up by others).

-Electrical Switchgear

\* 2 480 volt MLO Panel Boards each with 125amp 3 phase distribution breaker and 15 amp 3 phase distribution breaker.

\* 2 75 KVA 480 volt Delta to Wye Transformers.

- Cable tray with hardware (Structure Support by others)

- Conduit, wire, terminations.

Exclusions: Set up of network communication, programming, installation of inline instrumentation, digging, backfill, all Concrete, cable tray support structure, UV equipment installation and start up by others, Overtime.

Change in time: materials lead time 6 to 8 weeks

Change in time: Installation labor time 4 weeks

Southern Contracting reserves all rights to additional costs and time for changes not identified in the documents furnished, and is not responsible for additional costs or time for work which is not part of our contract scope of work, unless stipulated above. Should additional information or clarification be required, please contact me at your convenience.

Daniel Alcantar  
Project Manager

**Brine WWTP Beaumont UV Canopy**

WM Lyles Co.

10/29/20

Ph: 714-962-6828

Attn: Oscar Mendoza

**CODES AND LOADS:**

- 2016 CALIFORNIA BUILDING CODE
- **ADDITIONAL 5 POUND COLLATERAL LOAD ADDED TO ROOF FRAMING**
  - COLLATERAL LOAD WILL BE USED TO HANDLE THE 10 POUND A LINEAL FOOT CABLE TRAY
  - ASSUMES TAKING THE LOAD 5' PAST THE STEEL LINE, AFTER 5', IT IS ASSUMED THERE WILL BE A SUPPORT BY OTHERS.
  - UNISTRUT SPANNING THE PURLINS FOR CABLE TRAY ATTACHMENT IS BY OTHERS.
- WIND SPEED: 135 MPH
- WIND EXPOSURE "C"
- LIVE LOAD: 20 PSF NON REDUCABLE
- Ss: 1.525 / S1: .653
- OCCUPANCY CLASSIFICATION III – HIGH HAZARD
- ROOF SNOW LOAD 5.5 PSF

**EQ BASIN CANOPY**

- Width: 25'-0"
- Length: 31'-4" (TWO BAYS @ 15'-8")
- HEIGHT: 15'-0 LOW SIDE, 18'-0 HIGH SIDE.

**FRAMING:**

- COLUMNS ARE STRAIGHT
- MAIN FRAMES TO BE GALVANIZED
- SECONDARY TO BE PRE-GALVANIZED
- X-ROD BRACING IN ROOF
- COLUMNS TO BE FIXED WITH NO WALL BRACING.
- ALL WALLS OPEN TO REMAIN OPEN

**COVERING:**

- 24 GAUGE, SINGLE SKIN STANDING SEAM ROOF.
  - KYNAR FINISH
  - EXACT COLOR TO BE CHOSEN BY OWNER FROM MANUFACTURERS STANDARD COLOR CHART
- HIGH SIDE AND LOW SIDE STANDARD METAL BUILDING EAVE TRIM.
  - KYNAR FINISH
  - EXACT COLOR TO BE CHOSEN BY OWNER FROM MANUFACTURERS STANDARD COLOR CHART.

**GENERAL:**

- ALL NECESSARY TAX AND FREIGHT
- ALL NECESSARY PLANS AND CALCULATIONS STAMPED BY CALIFORNIA LICENSED ENGINEER
- ALL NECESSARY LABOR AND EQUIPMENT TO PERFORM DESCRIBED WORK.
- PRICE IS BASED OFF PREVAILING WAGES AND REGULAR BUSINESS HOURS.
- PRICE ASSUMED 15' OFF ACCESS ON ALL SIDES OF THE CANOPY.

**QUOTE LUMP SUM = \$59,000.00**

**EXCLUSIONS**

<b>1. FOUNDATION/CONCRETE</b>	<b>9. BONDS</b>	<b>15.</b>
<b>2. PROTECTIVE COATING</b>	<b>10. FIRE SPRINKLERS</b>	<b>16.</b>
<b>3. GUTTERS AND DOWNSPOUTS</b>	<b>11. Electrical</b>	<b>17.</b>
<b>4. GRADING</b>	<b>12. Mechanical</b>	<b>18. ROOF PENETRATION</b>
<b>5. Finish Painting of Structural Steel</b>	<b>13</b>	<b>19.</b>
<b>6. ANCHOR BOLTS</b>	<b>14.</b>	<b>20. ANYTHING NOT LISTED.</b>

Due to the volatility of steel prices from the steel mills. The manufacturers steel prices quoted are only good for 30 days. After order steel prices are still subject to any, Nation Wide, steel increases from the mills to the manufacturers that are a pass thru increase. There will be no steel increases assed to individual projects. This potential increase would only occur if it is levied against all projects across the nation to all customers. If this should occur, we would receive written notice from the manufacturer and would still be able to avoid the increase if the steel was released for fabrication within the allotted time given by the manufacturers. This release date would be in writing from the manufacturers and passed on to our clients so that everyone is in the loop. If it should occur there would be no additional mark-up added to the increase, just the actual hard cost.



**Contractor:** WM Lyles

**Date:** 10/26/2020

**Job Name:** Salt Mitigation WWTP Upgrades

**PSG Job #:** L18161

**Extra No.:** 15

**Description:** **Added Material and Labor for new UV Structure per Sheets 1 & 2 per Aqua Engineering. This ROM is based on prfeliminary Drawings and excludes all Pipe Encasement Reinforcing.**  
Please see attached correspondence.

Material:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Rebar	24,000	LB	\$ 0.60		\$ 14,400.00
Specialty Rebar	-	LB	\$ 1.50		\$ -
Mesh	-	SQFT	\$ 0.35		\$ -
Couplers	-	Each	\$ 1.75		\$ -
Other	-	Each	\$ -		\$ -
					\$ 14,400.00

Labor Impact:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Rebar	160	Hours	\$ 93.04		\$ 14,886.00
Specialty Rebar	-	Hours	\$ 93.04		\$ -
Mesh	-	Hours	\$ 93.04		\$ -
Couplers	-	Hours	\$ 93.04		\$ -
Other	-	Hours	\$ 93.04		\$ -
					\$ 14,886.00

FWA Labor:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Ironworker	-	Hours	\$ 93.04	Regular Base Pay	\$ -
Overtime	-	Hours	\$ 22.68	Premium Portion Only	\$ -
Doubletime	-	Hours	\$ 46.26	Premium Portion Only	\$ -
					\$ -

Other:	Quantity:	Unit:	Unit Price:	Comments:	Extended Price:
Engineering	16.00	Hours	\$ 85.00	Additional Detailing	\$ 1,360.00
Crane	-	Hours	\$ 300.00		\$ -
Delivery	1.00	Each	\$ 550.00		\$ 550.00
Other	-	Each	\$ -		\$ -
					\$ 1,910.00

Sub Total = \$ 31,196.00

Overhead & Profit @ 10% & 5% = \$ 4,835.00

Sub Total = \$ 36,031.00

Bond Fee = \$ 360.00

Total Extra To Contract = **\$ 36,391.00**

**SECOND AMENDMENT  
TO  
TO PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is made and effective as of the \_\_\_\_, day of December, 2020 by and between the CITY OF BEAUMONT (“CITY”), a general law city, and Albert A. Webb Associates (“CONTRACTOR”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

**RECITALS**

This Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

A. On October 2, 2018 the City and Contractor, entered into that certain agreement entitled Agreement for Professional Services by Independent Contractor (“Agreement”) for engineering services which remains in effect.

B. City and Contractor are entering into that certain First Amendment to Professional Services Agreement of even date.

C. Contractor has provided a Proposal dated November 4, 2020, a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference, to extend the term of the Agreement and to change the scope of the Services related to the UV Disinfection System Replacement.

**AMENDMENT**

1. The Agreement is hereby amended as follows:

Section 1 Term of Agreement. The Agreement shall continue in effect until the Services identified in Section 2 are completed.

Section 2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as provided in the Proposal. All Services shall be performed in the manner and according to the time frame set forth in the Proposal as needed by City.

Section 4.01 Compensation. City agrees to pay CONTRACTOR at the rates provided in the Proposal.

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

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

CITY:

CONTRACTOR:

CITY OF BEAUMONT

ALBERT A. WEBB ASSOCIATES

By: \_\_\_\_\_

By: \_\_\_\_\_

Mike Lara, Mayor

Print Name: \_\_\_\_\_

ATTEST

\_\_\_\_\_

Nicole Wheelwright, Deputy City Clerk

Title: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_

John Pinkney, City Attorney

**EXHIBIT "A"**  
**ATTACH PROPOSAL**



## Staff Report

**TO:** City Council  
**FROM:** Todd Parton, City Manager  
**DATE:** December 15, 2020  
**SUBJECT:** Receive an Update Regarding the Existing COVID-19 Pandemic and Provide Direction to Staff

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### Background and Analysis:

City operations have been significantly impacted by various Federal and State level mandates and executive orders over the past 9 months. The fluidity of the situation has, at times, caused the closure of facilities like public parks and have necessitated alternative ways to deliver services. This has also included relocating employees, modifying workstations, and establishing employee rotational schedules to meet workplace safety guidelines.

California, as well as the rest of the country, has seen record setting spikes in COVID-19 infections and hospitalizations. Impacts of the Thanksgiving holiday are yet to be felt and resulting infection and hospitalization rates over the next several weeks are expected to remain high as the results of holiday exposures come to light. The State of California projects that the medical system will be at or beyond capacity statewide within the next couple of weeks.

The Christmas and New Year's holidays are also expected to result in the significant spread of COVID-19 infections with impacts being observed well into January 2021. In consideration of the already observed increasing rates of infection and elevated risks of exposure expected during the upcoming holiday season, I have directed that City Hall be closed to walk-up traffic from December 21, 2020, through January 3, 2021. There are five regular business days during this timeframe and the closure has been established to coincide with the conclusion of the December utility billing cycle. Except for the walk-up customer service window, full City operations will remain in effect in the same manner as was achieved with the prior City Hall closure.

A COVID-19 prevention policy was implemented for City staff earlier this year. This policy establishes protocols and practices for the workplace. OSHA has now mandated

that employers develop and implement a “Pandemic Training and Prevention Plan.” As a result, the existing policy is undergoing some minor modifications to meet the new OSHA requirements. A synopsis of the City’s existing COVID-19 policy is included as Attachment A and a full copy of the policy is included as Attachment B to this memorandum.

Several months ago, the Beaumont City Council determined that it was time to reopen public meetings to personal attendance by the general public provided that all social distancing requirements and guidelines were met. Considering the increasing levels of exposure, the few available seats in the City Council Chambers (3 to 4), and the opportunity for the general public to attend and participate remotely, City staff recommends that the City Council again suspend public attendance at meetings until further notice. This will help to reduce opportunities for exposure of the general public, City officials, and City staff.

City staff also recommends that the City Council discuss meeting protocols for those City officials who attend meetings in person during this time of elevated risk. It is recommended that the City Council consider a requirement that all officials observe protocols that are consistent with those of the COVID-19 prevention policy while attending public meetings in person with the notable requirement being to wear a mask while physically attending City meetings.

Due to the fluid nature of the pandemic and changing State and Federal orders and requirements, City staff also recommend that the City Council consider appointing two members as a subcommittee to meet with the City manager and provide direction for necessary policy and operational adjustments. Ideally the subcommittee could review and approve policy and operational protocols on a timing basis that coincides with the review of the City’s emergency declaration or earlier if conditions warrant.

**Fiscal Impact:**

City staff estimates that it cost approximately \$195 draft to this report.

**Recommended Action:**

City staff recommends that the City Council establish protocols for City officials who attend public meetings in person and appoint two members as a COVID-19 subcommittee to provide direction to the City manager for necessary policy and operational adjustments relative to changing State and Federal COVID-19 orders and requirements.

**Attachments:**

- A. Synopsis of City of Beaumont COVID-19 Prevention Policy
- B. City of Beaumont COVID-19 Prevention Policy

## Your Social Distancing and Workplace Safety Responsibilities

### “DO”s and “DON’T”s of Compliance

- **DO** wave and say hello. **DON’T** shake hands or hug.
- **DO** wear a face covering while in public or shared areas of the **City**. **DON’T** wear a face covering that is no longer in good repair.
- **DO** stay 6 feet away from others at all times. **DON’T** think that’s all you have to do to comply.
- **DO** comply with all signs about one-way hallways, entrances, exits, and limits on elevators. **DON’T** go your habitual route or squeeze in one more.
- **DO** ask yourself, “Can I accomplish this task with an email, phone call or videoconference?” **DON’T** have in-person meetings unless you really must do so.
- **DO** wipe down anything you touch with the disinfectant products provided. **DON’T** rely on others to do it for you.
- **DO** wash your hands for at least 20 seconds at least every 60 minutes. **DON’T** wait for the 60-minute mark if you use the restroom, sneeze, touch your face, blow your nose, clean, disinfect, sweep or mop, smoke, eat, drink, enter the facility or leave the facility – wash immediately after.
- **DO** use hand sanitizer when soap and water are not available. **DON’T** make this substitution a habit.
- **DO** remove any pens or items touched by public visitors from circulation. **DON’T** use them again until they have been sanitized.
- **DO** take separate **City** vehicles if possible. **DON’T** remove your face covering if carpooling.
- **DO** stay connected with friends and family during this challenging time. **DON’T** have them visit you at work.
- **DO** ask your supervisor if you have any questions about your responsibilities. **DON’T** rely on guesses or rumors.

**CITY OF BEAUMONT**

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

**Memo: Coronavirus Prevention**

Date: March 19, 2020

To: All Employees

From: Kari Mendoza, Administrative Services Director

The world health community continues to closely monitor the emergence of coronavirus (COVID-19). At this time, it is uncertain how severe this outbreak will be. Given this uncertainty and the fact that we are in the midst of the influenza (flu) virus season, the City of Beaumont is following the recommendations from Governor Newsom and an order from the Riverside County Department of Public Health designed to slow the spread of COVID-19. The City is acting to protect the safety and security of its employees and members of the public who use City facilities while also allowing for the efficient and necessary operation of City government.

First and foremost, we want to maintain a safe workplace and encourage and/or adopt practices protecting the health of employees and members of the public who use our facilities and services. We also want to ensure the continuity of business operations as we do our part to slow down the transmission of COVID-19.

We ask all employees to cooperate in taking steps to reduce the transmission of communicable diseases in the workplace. Employees are reminded of the following:

- Stay home when you are sick.
- Wash your hands frequently with warm, soapy water for at least 20 seconds.
- Cover your mouth with your elbow or tissues whenever you sneeze or cough. Discard used tissues in the trash.
- Avoid close contact with people who are sick with respiratory symptoms like fever and cough.
- Clean and disinfect frequently touched surfaces daily.
- Avoiding touching eyes, nose or mouth with unwashed hands.
- Practice social distancing – six feet of separation.

Employees are encouraged to use telephone and video conferencing instead of face-to-face meetings as much as possible during this time. IT support services are available to employees who need assistance with this technology.

It is critical that employees do not report to work while they are experiencing symptoms common to COVID-19 such as fever, cough, shortness of breath, or other flu-like symptoms such as sore throat, runny or stuffy nose, body aches, headache, chills or fatigue. Currently, the Centers for Disease Control and Prevention (CDC) recommends that employees remain at home until at least 24-hours after they are free of fever (100° F or 37.8° C) or signs of a fever without the use of fever-reducing medications. In the past, although well intentioned, employees oftentimes have reported to work even though they feel ill. If you are exhibiting one or more of the

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symptoms listed above, you must stay home. The City provides paid sick leave and other benefits intended to compensate employees who are unable to work due to illness. Sick employees or employees who exhibit symptoms as described above that report to work will be sent home in accordance with these health guidelines.

As a reminder pursuant to the City of Beaumont Personnel Manual adopted June 30, 2009 Section 4.3.7 **Disaster Service Workers**: The protection of the health and safety and preservation of lives and property of the citizens of the City of Beaumont from the effects of natural, manmade, or war caused emergencies which result in conditions of disaster or in extreme peril to life, property and resources is of paramount City importance requiring the responsible efforts of public and private agencies and individual citizens. In furtherance of the exercise of the power of the City in protection of its citizens and resources, **all City employees are hereby declared to be Disaster Service Workers subject to such disaster service activities as may be assigned to them by their superiors or by Law.**

If you think you have been exposed to COVID-19 and develop a fever or symptoms of respiratory illness, such as cough or difficulty breathing, you should call your healthcare provider immediately. Any questions or concerns please feel free to contact me at 951-572-3228 or by email at [karim@beaumontca.gov](mailto:karim@beaumontca.gov).



**DATE:** June 26, 2020  
**TO:** All Employees  
**FROM:** Kari Mendoza, Administrative Services Director  
**RE:** *Expectations of Employees Returning to Work*

On May 4, 2020, Governor Gavin Newsom announced that on May 8, 2020 California will be commencing Phase 2 of four-phased reopening plan. The reopening follows the Governor's March 19, 2020 issuance of Executive Order N-33-20, which imposed a stay-at-home requirement for all non-essential employees. Government facilities are considered critical infrastructure and all positions with the exception or recreation and part time positions have been deemed essential.

The City has a legal obligation to provide and maintain a safe and healthy workplace for its employees. The City takes this obligation seriously, and would not reopen its facilities and worksites until it could be reasonably sure that City employees would be safe and secure at such locations.

In order to ensure that City facilities and worksites are safe for employees and the public, the City has adopted a number of policies and protocol designed to limit the likelihood of transmission of COVID-19 at those locations. In order to achieve this goal, the City will be implementing the following policies, procedures, and protocols:

- Social distancing policies that relate to use of face masks, physical space requirements between employees, etc.;
- Cleaning and disinfecting policies;
- Temperature/symptom checking policies;
- COVID-19 testing policies;

The City will make available to all employees copies of these policies. As a City employee, you will be expected to observe and comply with these policies, procedures and protocols in order to return to and remain at work.

Upon reopening of City facilities and worksites, Directors, Managers and Supervisors will be monitoring employee conduct in order to ensure that all employees strictly observe and comply with these policies.

The City appreciates your continued understanding and flexibility as we continue to navigate the public health emergency caused by the COVID-19 pandemic.

Furthermore, the City appreciates the vital work you are doing to support our operations and your commitment to public service.



# Return-to-Work-Place Toolkit

## City of Beaumont Protocols for Maintaining a Safe and Healthy Workplace in Light of COVID-19

### SECTION ONE: City of Beaumont-WIDE POLICIES AND PROTOCOLS

The **City of Beaumont** has adopted the following polices. Copies of the policies may be found here: **City Hall Computer Shared Drive and Human Resources.**

#### **A. Policies**

- Telecommuting Policy\*
- Standalone FFCRA Leaves and Compensation Policy\*\*
- Cleaning and Disinfecting Policy
- Social Distancing and Individual Responsibility Policy
- COVID-19 Testing Policy
- Temperature and Other COVID-19 Symptom Screening Policy
- CMIA-Compliant Non-Disclosure Policy
- Accommodations Policy for Employees at High-Risk of Severe Illness Should They Test

#### **B. Guidelines and Other Documents**

- Checklist for Identifying and Designating Essential Employees and Determining Work Schedules
- Guidance for Frontline Managers and Supervisors Implementing COVID-19 Policies and Practices
- Guidelines for Employees on COVID-19 and the “New Normal”
- Employee Social Distancing and Workplace Safety Responsibilities – Do’s and Don’ts of Compliance
- CMIA Medical Release Form
- Temperature Testing and Symptom Screen Form

**SECTION TWO: FACILITY/WORKSITE-SPECIFIC MEASURES**

**City of Beaumont Facility/Worksite's Name and Address (e.g., City Hall, departments housed in their own buildings, community centers, and fire or police stations):** All City Offices & buildings including: City Hall, Building B, Building D, Albert Chatigny Community Center, Transit Vehicle Maintenance Yard, Grounds Maintenance Yard, Wastewater Treatment Plant. Police Facilities are exempt at this time.

**A. Use of Shared Areas**

The following areas at City Hall are open to the public. Public access to such areas at any one time may be limited to the number of individuals identified below:

Public Area	Maximum number of persons allowed in the area at any given time (this figure includes agency personnel who may also be in the area with members of the public)
City Hall Hallway	TBD
Council Chamber	TBD
Room 4	TBD Council Overflow
Gymnasium	TBD Council Overflow

The City of Beaumont maintains several communal areas, which are utilized by City of Beaumont employees. These communal areas are listed below. Access to such areas at any one time may be limited to the number of individuals identified in the chart below.

Communal Area	Maximum number of employees permitted in the area at a given time
Break Rooms	1
Community Devices – copiers, postage machine, mail center	1
Conference Room	Depends on size, must maintain 6 ft of separation and proper social distancing

**B. Public Notice**

Signage is posted at each public entrance of the facility/worksite to inform all employees and members of the public that they must not enter the facility/worksite if they have a cough, fever, shortness of breath, difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control (“CDC”). Signage states that, while in the facility/worksite, individuals must maintain a minimum six-foot distance from one another.

A copy of the **City of Beaumont’s** Social Distancing and Individual Responsibility Policy is posted at each public entrance to the facility/worksite and/or made available on the **City of Beaumont’s** website.

**C. Employee Health and Safety**

To reduce in-person head counts on any given workday, the **City of Beaumont** has authorized the **City Manager or Designee** to allow, remote work as appropriate for any given employee or class of employees. The **City of**

**Beaumont** has also authorized the **City Manager or Designee** to implement flexible or staggered work schedules (e.g., staggered start times or days at the worksite) as needed.

For those employees who participate in the **City of Beaumont's** rideshare/carpooling program, the **City of Beaumont** has amended or temporarily discontinued the rideshare/carpooling policy and protocols to address social distancing concerns.

The **City of Beaumont** has canceled non-essential travel.

The **City of Beaumont** has directed all employees not to come to work if they are sick, including, but not limited to, exhibiting any symptoms of COVID-19 (e.g., cough, fever, shortness of breath, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control ("CDC")). This may include recommending employees take their temperature themselves before the beginning of each workday.

The **City of Beaumont** is requiring employees to conduct daily self-screening health checks before entering the facility/worksites pursuant to guidance provided by the CDC, the Department of Fair Employment and Housing ("DFEH") and the Equal Employment Opportunity Commission ("EEOC"). Health screening includes the absence of any presentation of symptoms and temperature checks.

The **City of Beaumont** has identified local health department contacts with whom it will communicate regarding information about COVID-19 outbreaks at the **City of Beaumont**. The **City of Beaumont** will assist local health departments in facilitating contact tracing for employees who test positive for COVID-19.

The **City of Beaumont** is requiring all employees to use a cloth face covering at work when interacting with the public and other employees, and the City of Beaumont is providing some face coverings at no cost to employees.

The **City of Beaumont** has directed all employees that a cloth face covering must be worn at all times, except if an employee is in their own office and/or workspace with 6ft of proper social distancing.

The **City of Beaumont** has directed all employees who wear cloth face coverings to wash such face coverings after each shift.

The **City of Beaumont** has notified all members of the public that they will not be permitted to enter or remain in the facility/worksite unless they wear cloth face coverings. The **City of Beaumont** provided such notice by **posting signage at each public entrance of the facility/worksite.**

The **City of Beaumont** has arranged desks or individual workstations in such a manner so that employees are separated by at least six feet.

Break rooms, restrooms, and other common areas are disinfected frequently and thoroughly, according to the following schedule:

1. Breakrooms: Monday – Friday Once a Day by Janitorial - Employees responsible before and after use
2. Restrooms: Monday – Friday Once a Day by Janitorial - Employees responsible before and after use
3. Waiting areas: Monday – Friday Once a Day by Janitorial - Employees responsible before and after use
4. Conference rooms: Monday – Friday Once a Day by Janitorial - Employees responsible before and after use
5. **[Council/Board]** chambers: Monday – Friday Once a Day by Janitorial - Employees responsible before and after use
6. **City of Beaumont** vehicles: Employees responsible before and after use
7. Elevators: \_\_\_\_\_ TBD \_\_\_\_\_
8. Other common areas (list each and describe cleaning schedule):

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The **City of Beaumont** has directed all employees to discontinue the use of shared office equipment to the extent practicable, or in the alternative to, sanitize shared surfaces and objects (e.g., conference room chairs and tables, counter tops, refrigerator door handles, agency vehicles keyboards, shared office supplies) before and after use.

The **City of Beaumont** has directed all employees to sanitize certain parts of an agency vehicle after each use, including outside handles, steering wheels, rearview mirrors, radios, buttons on doors used to control windows and mirrors, gearshifts, and keys. The **City of Beaumont** will place disinfectant and cleaning supplies in each vehicle.

The **City of Beaumont** has directed all employees to frequently wash their hands with soap and water, or use sanitizer when a sink is not available, approximately every 60 minutes, for 20-seconds and after the following activities: using the restroom, sneezing, touching their face, blowing their nose, touching the refrigerator, using shared equipment such as tool handles and vehicles, cleaning, sweeping, mopping, smoking, eating, drinking, entering and leaving the building, going on a break and before the start of their work shift. Employees are allowed breaks, as needed, to wash their hands.

The **City of Beaumont** has placed tissues/paper towels and no-touch disposal receptacles at locations where they can be easily accessed by employees and members of the public, including but not limited to outside of every restroom, public entrance and entrance to a **City of Beaumont** if such an entrance requires an individual to touch a door handle in order to enter.

Disinfectant and related supplies are available to all employees at the following location(s):

Each Building will be issued supplies, and additional available thru facilities.

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Hand sanitizer that contains at least 60% ethanol or 70% isopropanol is available to all employees at the following location(s):

Entrance and Exits, Restrooms, Breakrooms, Community Devices and requests made thru Facilities.

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Soap and water are available to all employees at the following location(s):

Restrooms and Breakrooms

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The **City of Beaumont** will allow the use of shared food with the following restrictions: wash your hands before serving or eating food, no sharing of utensils, single serve options of all sharable items like salad dressing, condiments, etc. is required. Individually wrapped food items are acceptable. The **City of Beaumont** has instructed staff to maintain proper social distancing for in-person meetings or replace in-person meetings with other means of communication, including but not limited to telephone calls, e-mails, or videoconferences. The **City of Beaumont** has directed employees that non-essential meetings should be canceled or postponed.

The **City of Beaumont** has increased the frequency of air filter replacement and HVAC system cleaning. The **City of Beaumont** has also encouraged fresh air circulation by directing employees to open windows and doors, to the extent practicable and safe.

Other measures:

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The **City of Beaumont** will provide training to all employees and officials regarding the measures it is taking and is requiring individuals to take to maintain a safe and healthy working environment in accordance with State guidelines.

Copies of this Protocol have been distributed to all employees in the following manner(s):

Electronically via email from Human Resources, hard copies from Supervisors.

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**Job classifications or facilities to which specific measures may not apply and reason for such exemption(s):** \_\_\_\_\_

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**D. Measures Designed to Keep People At Least Six Feet Apart and Prevent Unnecessary Contact**

The **City of Beaumont** has placed signage outside the facility/worksites that instructs people to remain at least six feet apart, including when waiting to enter the facility/worksites.

The **City of Beaumont** has placed tape or other markings at least six feet apart in public areas inside the facility/worksites where people frequently line up with signs directing members of the public to use the markings to maintain the requisite distance.

The **City of Beaumont** has instructed all employees to maintain at least a six-foot distance from members of the public and from each other, except employees whose job duties require them to come into closer contact with others or as otherwise necessary.

The **City of Beaumont** has instructed all employees using **City of Beaumont** vehicles that, if feasible, only one person should occupy a vehicle at a time, and that if two employees are required for a task in the field, they should ride in separate vehicles.

The **City of Beaumont** is providing for contactless payment systems (e.g., utility bills, building permits, or parking tickets) or, if not feasible, sanitizing payment

systems regularly. Describe: Website, Payment Kiosk and/or email accessibility.

Other measures (may be listed on separate page attached to these Protocols):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Job classifications or facilities to which these measures may not apply and reasoning for such exemption(s):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E. Measures to Prevent Crowds from Gathering**

The **City of Beaumont** has limited the number of members of the public in the worksite/facility at any one time, which allows for members of the public and employees to more easily maintain at least a six-foot distance from one another at all practicable times.

The **City of Beaumont** will post an employee at the public access door to health screen and ensure the maximum number of members of the public at the facility/worksite is not exceeded.

The **City of Beaumont** is streaming public meetings, including providing opportunities for public comment. Public meetings may be streamed here:

<https://mmportal2.teamunicode.com/livestream>

The **City of Beaumont** has spaced out or blocked off seating available in public meeting areas.

Other measures (may be listed on separate page attached to these Protocols):

\_\_\_\_\_  
\_\_\_\_\_

**Job classifications or facilities to which specific measures may not apply (list each measure) and reasoning for exemption(s):**

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**F. Measures to Increase Sanitation for the Public**

Restrooms normally open to the public remain open to the public.

The **City of Beaumont** has removed, to the extent practicable, soft and porous materials in public areas (e.g., fabric couches and chairs, area rugs). Where **City of Beaumont** has removed seating, it has replaced such seating with chairs that can be easily disinfected.

Disinfectants that are effective against COVID-19, such as disposable wipes, are available near public entrances, communal areas and in restrooms.

Hand sanitizer, soap and water, or effective disinfectant is available to the public at or near the entrance of the facility/worksite, in communal areas, in restrooms and anywhere else inside the facility/worksite where people have direct interactions.

The **City of Beaumont** is disinfecting all payment portals, pens, clipboards and other shared supplies utilized by members of the public after each use.

The **City of Beaumont** is disinfecting all high-contact surfaces frequently.

The **City of Beaumont** has discontinued the use of rental equipment to the extent practicable.

Describe other measures:

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**You may contact the following person with any questions or comments about this Protocol:**

**Contact Name: Kari Mendoza**

**Job Title: Administrative Services Director**

**Phone Number: 951-572-3228**

**Email Address: karim@beaumontca.gov**

**Date Adopted: 6/26/20**

**Date Last Revised: 7/20/20**

## CHECKLIST FOR IDENTIFYING AND DESIGNATING CRITICAL INFRASTRUCTURE WORKERS (“ESSENTIAL EMPLOYEES”), NOTIFYING THEM OF SUCH DESIGNATION, AND DETERMINING WORK SCHEDULE

On March 19, 2020, Governor Gavin Newsom issued [Executive Order N-33-20](#)<sup>1</sup>, ordering “all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19>.” Accordingly, an employee designated as a critical infrastructure worker is exempt from Executive Order N-33-20’s requirement to stay at home or at the employee’s place of residence. These employees will be referred to as “Essential Employees.”

A public agency’s assessment of which employees are Essential Employees is necessary to the agency’s continued provision of essential services to the public. Public agencies may require Essential Employees to report to their agency worksites and perform their job duties consistent with the terms and conditions of their job classification.<sup>2</sup> This assessment is also necessary to determine which services are non-essential, and which employees a public agency may direct to remain at home in observance of the stay-at-home order or other orders affecting the ability of non-essential employees to perform work at their worksites.

Subsequent to the issuance of Executive Order N-33-20, the Department of Homeland Security (“DHS”) Cybersecurity & Infrastructure Security Agency (“CISA”) and the California State Public Health Officer provided guidance to help employers identify Essential Employees. When determining whether to designate an employee as an Essential Employee or a Non-Essential Employee, the public agency should consult these resources:

- ❖ CISA Advisory Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response (Apr. 17, 2020) [https://www.cisa.gov/sites/default/files/publications/Version\\_3.0\\_CISA\\_Guidance\\_on\\_Essential\\_Critical\\_Infrastructure\\_Workers\\_4.pdf](https://www.cisa.gov/sites/default/files/publications/Version_3.0_CISA_Guidance_on_Essential_Critical_Infrastructure_Workers_4.pdf)
- ❖ California Department of Public Health Essential Critical Infrastructure Workers guidance (Apr. 28, 2020) <https://covid19.ca.gov/img/EssentialCriticalInfrastructureWorkers.pdf>

While the guidance from these authorities is advisory and not a directive, they are legitimate governmental sources upon which public agencies may rely to support their designations and may serve to justify an agency’s action if later challenged.

Public agencies should also consult with their county public health department to determine whether there are any local orders that would restrict public employees from performing services deemed essential by either the federal or state governments. While stay-at-home orders will likely be modified in the coming weeks, certain requirements and restrictions will likely be maintained in some form beyond their current expiration dates, and public agencies should continue to observe such requirements and restrictions.

This Checklist is intended to provide a framework to assist public agencies in determining which employees are Essential Employees. This Checklist is intended to supplement, not supplant, local, state, and federal guidance on this subject.

<sup>1</sup> Executive Order N-33-20 (Mar. 19, 2020), available at <https://covid19.ca.gov/img/Executive-Order-N-33-20.pdf>.

<sup>2</sup> An employee designated as an Essential Employee is different from an employee designated as a disaster service worker. While an employee designated as a disaster service worker may be asked to perform work outside of the normal scope of their job duties, an employee designated as an Essential Employee should only be asked to perform duties consistent with the terms and conditions of their job classification, unless asked to perform out-of-class work.

1. Determine which of the following essential critical infrastructure sectors the **City** is situated in or supports, either directly or indirectly: **Highlighted Below**
  - Chemical
  - Commercial Facilities<sup>3</sup>
  - Communications<sup>4</sup>
  - Critical Manufacturing
  - Dams<sup>5</sup>
  - Defense Industrial Base
  - Emergency Services**
  - Energy
  - Financial Services
  - Food and Agriculture
  - Government Facilities<sup>6</sup>**
    - Includes childcare facilities, Pre-K through 12th grade schools, post-secondary schools, business schools, and trade schools**
  - Healthcare and Public Health
  - Information Technology<sup>7</sup>
  - Nuclear Reactors, Materials, and Waste<sup>8</sup>
  - Transportation Systems<sup>9</sup>**
  - Water and Wastewater**
2. For each federal critical infrastructure sector identified in No. 1 above, consult with the appropriate **City** department or division heads and identify all **City** functions that are necessary to provide continued service or support to that sector. These are “essential functions.” Please note that while department or division may engage in essential functions, not all services performed or offered by the department or division will necessarily be “essential functions.”
3. For each essential function identified in No. 2 above, consult with the **City** department or division heads responsible for such essential function and list the services that the applicable department or division provides that are necessary in order for the **City** to continue providing that function. These are “essential services.”
4. For each essential service identified in No. 3 above, consult with the **City** department or division heads responsible for the provision of such essential service and list the job classifications that provide services

<sup>3</sup> The California State Public Health Officer has incorporated the Commercial Facilities sector into a combined sector titled Industrial, Commercial, Residential, and Sheltering Facilities and Services.

<sup>4</sup> The California State Public Health Officer has incorporated the Communications sector into a combined sector titled Communications and Information Technology.

<sup>5</sup> The California State Public Health Officer has not included Dams as a separate sector. However, Dams may be associated with the Energy, Transportation Systems, and Water and Wastewater sectors.

<sup>6</sup> The California State Public Health Officer has incorporated the Government Facilities sector into a sector titled Government Operations and Other Community-Based Essential Functions.

<sup>7</sup> The California State Public Health Officer has incorporated the Information Technology sector into a combined sector titled Communications and Information Technology.

<sup>8</sup> The California State Public Health Officer has not included Nuclear Reactors, Materials, and Waste as a separate sector and has addressed elements of this sector in the Chemical sector.

<sup>9</sup> The California State Public Health Officer refers to the Transportation Systems sector as the Transportation and Logistics Sector.

that are necessary in order for the **City** to continue providing that service. These are “essential classifications.”

5. For each essential classification identified in No. 4 above, consult with department or division heads and line managers and supervisors and identify the number of employees within the essential classification whose continued service is necessary in order for the **City** to continue providing the essential service identified in No. 4 above.
6. Once the number of employees who are necessary to perform the essential service is established, determine which employees to designate as Essential Employees. All City of Beaumont has identified all government positions as essential excluding Recreation and Part Time Employees only at this time.
  - Establish and document legitimate, non-discriminatory selection criteria
  - Document rationale for specific Essential Employee designations
7. Notify the Essential Employees in writing that the **City** has designated them as such. The **City** may also notify Non-Essential Employees of their designation as non-essential.
8. Determine appropriate work schedules for Essential Employees, considering:
  - Whether the Essential Employees are able to perform some or all of their duties remotely
  - Whether the Essential Employees are able to engage in job sharing or work staggered schedules to promote social distancing
  - Whether any non-essential duties that require in person performance can be delayed until resumption of normal operations
9. For Essential Employees performing work at a **City** facility/worksite, follow all applicable local, state, and federal requirements and guidance concerning the health and safety of employees.
  - Consult local orders and guidance, such as those from the county public health department
  - Consult state guidance, such as guidance from the California Division of Occupational Safety and Health<sup>10</sup>
  - Consult federal guidance, such as guidance from the Occupational Safety and Health Administration (“OSHA”)<sup>11</sup> and the Centers for Disease Control (“CDC”)<sup>12</sup>

<sup>10</sup> See <https://www.dir.ca.gov/dosh/coronavirus/Health-Care-General-Industry.html>.

<sup>11</sup> See <https://www.osha.gov/SLTC/covid-19/>.

<sup>12</sup> See <https://www.cdc.gov/coronavirus/2019-ncov/community/critical-workers/implementing-safety-practices.html>.

## **ADMINISTRATIVE POLICY AND PROTOCOLS FOR CLEANING AND DISINFECTING THE WORKPLACE**

### **I. Preamble**

The purpose of the California Occupational Safety and Health Act of 1973 is to assure safe and healthy working conditions for all workers. (Labor Code § 6300, et seq.)

The Centers for Disease Control and Prevention (“CDC”) recommends cleaning and disinfecting public spaces, such as the workplace, in order to reduce the risk of exposure to SARS-CoV-2, the virus that causes COVID-19 (hereinafter “the virus that causes COVID-19”). Normal routine cleaning with soap and water removes germs and dirt from surfaces, and lowers the risk of spreading the virus that causes COVID-19. Disinfecting kills germs on surfaces. Killing germs on surfaces after cleaning can further lower the risk of spreading infection.

The **City** therefore implements this Administrative Policy and Protocols for Cleaning and Disinfecting the Workplace for the protection of all employees, their families, and the public we serve.

### **II. Statement of Policy**

The purpose of this Policy is to ensure healthy and safe working conditions for all **City** employees through adherence to federal, state, and local cleaning and disinfecting requirements, recommendations, and best practices intended to limit exposure to the virus that causes COVID-19. Ensuring healthy and safe working conditions and the health and safety of employees is a business necessity for the **City**.

### **III. Compliance**

The **City** intends to fully and faithfully comply with any and all applicable federal, state, and local regulations and guidance regarding cleaning and disinfecting worksites in the administration of this Policy and associated protocol.

### **IV. Policy**

#### **Scope of Coverage:**

This policy will apply with equal force to all properties and facilities over which the **City** has custody and control, including both indoor and outdoor areas.

**Effective Date: June 29, 2020 - Updated July 15, 2020**

This Policy shall be effective immediately upon adoption and shall remain in effect until the **City Council** advises employees that the Policy is no longer operative due to the end of the present public health emergency.

**Cleaning Practices for Outdoor Areas:**

The virus that causes COVID-19 naturally dies within hours to days in typical indoor and outdoor environments. Warmer temperatures and exposure to sunlight reduces the time the virus survives on surfaces and objects. Outdoor areas generally require normal routine cleaning and do not require disinfection.

**(a) City's Responsibilities:**

The **City** will maintain existing cleaning and hygiene practices of outdoor areas.

**(b) Employee Responsibilities:**

In addition to the efforts undertaken by **City** employees are expected to comply will directives issued in the **City's** Administrative Policy and Protocols for Social Distancing and Individual Responsibility in the Workplace, to the extent applicable to outdoor spaces, as well as the provisions in this Policy regarding collective efforts to routinely disinfect frequently used surfaces and objects.

**Cleaning Practices for Indoor Areas that have been Unoccupied for at least Seven Days:**

The virus that causes COVID-19 has not been shown to survive on surfaces longer than seven (7) days. Therefore, if an indoor area has been unoccupied for seven (7) days or more, the **City** will conduct normal routine cleaning of that area consistent with its existing cleaning and hygiene practices.

**Cleaning and Disinfecting Practices for Indoor Areas that have been occupied within the last Seven Days:**

**(a) City's Responsibilities:**

The **City** will evaluate each **City** building or facility to determine what kinds of surfaces make up each area. Most surfaces and objects will require only routine cleaning consistent with the **City's** current practices. Such routine cleaning involves cleaning the surface or object with soap and water. Additionally, each workday, the **City** will clean and disinfect frequently touched surfaces and

objects, including but not limited to light switches and doorknobs, to further reduce the risk of germs on those surfaces and objects.

Disinfecting will be conducted using an EPA-approved disinfectant, when available. If an EPA-approved disinfectant is unavailable, alternative disinfectants will be used, such as one-third (1/3) cup of bleach added to one (1) gallon of water or alternatively, seventy percent (70%) alcohol solutions, to disinfect, consistent with CDC guidelines. The **City** prohibits the mixing of bleach and other cleaning and disinfection products together, as this can cause fumes that may be dangerous when inhaled. The **City** requires that the use of any cleaning and disinfectant products adhere to the instructions from each product's manufacturer related to concentration, application method, contact time, etc. The **City** requires that all disinfectants be kept out of the reach of children.

**(b) Employee Responsibilities:**

In addition to the efforts undertaken by **City** employees are expected to comply will directives issued in the **City's** Administrative Policy and Protocols for Social Distancing and Individual Responsibility in the Workplace, as well as the provisions in this Policy regarding collective efforts to routinely disinfect frequently used surfaces and objects.

**Provision of Sanitizing Supplies:**

Hand sanitizer, soap and water, or effective disinfectant will be made available near the entrance of any **City** facility and in other appropriate areas for use by members the public and employees, and in locations where there is high-frequency employee interaction with members of the public (e.g., cashiers).

Tissues and no-touch disposal receptacles will be placed at locations where they can be easily accessed by employees and members of the public.

**Collective Effort to Routinely Disinfect Frequently Used Surfaces and Objects:**

The CDC has called upon every American to implement behavior to slow the spread of the virus that causes COVID-19. Everyone has a role in making sure our communities are as safe as possible to reopen and remain open. The **City** takes this responsibility extremely seriously.

**(a) City's Responsibilities:**

The **City** will ensure that surfaces and objects within its buildings and facilities are cleaned and disinfected each workday to maintain safe and healthy working conditions for all workers and members of the public.

**(b) Employee Responsibilities:**

In addition to the efforts undertaken by **City** every **City** employee across all departments has an individual responsibility to contribute to this effort by routinely disinfecting surfaces and objects with which that employee interacts. This includes mandatory compliance with the **City** Administrative Policy and Protocols for Social Distancing and Individual Responsibility in the Workplace. The **City** will provide effective disinfectants, such as disposable wipes, throughout its buildings and facilities to be used to disinfect these items to assist employees in meeting their individual responsibilities. Employees are expected to utilize these disinfectants to regularly wipe down commonly used surfaces and objects. A list of examples of such commonly used surfaces and objects is provided below.

**Cleaning and Disinfecting Frequently Used Hard and Non-Porous Items:****(a) City's Responsibilities:**

Each workday, the **City** will have all frequently used hard and non-porous surfaces or objects, such as glass, metal, or plastic, cleaned and then disinfected with an appropriate disinfectant. Examples of frequently used surfaces or objects that shall receive routine disinfection include, but are not limited to:

- Tables
- Doorknobs
- Light switches
- Countertops
- Handles
- Desks
- Phones
- Keyboards
- Toilets
- Faucets and sinks
- Gas pump handles
- Touch screens
- ATMs
- Copiers
- Printers
- Books/binders
- Refrigerators
- Microwaves
- Coffee makers
- File cabinets and shelves
- Shared computers
- Shared tools/equipment
- Stairways and stairwells
- Handrails
- Escalators
- Elevator buttons

**(b) Employee Responsibilities:**

In addition to the efforts undertaken by **City**, employees are expected to routinely disinfect surfaces and objects that they interact with. Employees should utilize effective disinfectants, such as disposable wipes, provided by the **City** to disinfect the surfaces and objects they come in contact with that may be touched by other employees or members of the public. These surfaces and objects include, but are not limited to, the list of examples provided above.

**Cleaning and Disinfecting Soft and Porous Items:**

The **City** will ensure that soft and porous items that are not frequently touched are cleaned or laundered, following the directions on the items' labels, using the warmest appropriate water setting.

Soft and porous materials that are frequently touched, such as area rugs, carpets, and upholstered seating, must be disinfected using an appropriate disinfectant.

The **City** will evaluate the soft and porous materials in each building or facility to consider whether items can be removed or stored to reduce frequent handling or contact with multiple people. Soft and porous materials, such as upholstered seating in communal areas, may be removed or stored to reduce the challenges with cleaning and disinfecting these surfaces and objects.

**Cleaning and Disinfecting Practices Related to Bodies of Water:**

There is no evidence that the virus that causes COVID-19 can spread directly to humans from water in pools, hot tubs or spas, or water play areas. The **City** will ensure proper operation, maintenance, and disinfection of such bodies of water, which should kill the virus that causes COVID-19. This includes maintaining proper disinfectant levels of chlorine or bromine and maintaining a level of pH (7.2-8).

**Cleaning and Disinfecting Practices Related to City Vehicles/Transit Buses****(a) City's Responsibilities:**

The **City** will provide hand sanitizer and effective disinfectant, such as disposable wipes, in each **City** vehicle.

**Transit Buses:** The **City** will provide hand sanitizer and effective disinfectant, such as disposable wipes, and globes in each **City** vehicle. Currently only 3 buses are on the road at any given time. Passengers are required to wear masks and board only from the rear entrance. Plexiglass has been installed in all deployed buses.

**(b) Employee Responsibilities:**

In addition to the efforts undertaken by **City** employees must disinfect frequently touched surfaces and objects within a **City** vehicle/buses before and after use of a **City** vehicle/buses, if that vehicle/bus is shared, or at the beginning and end of each shift, if no one else uses the vehicle during the employee's shift. These surfaces and objects include, but are not limited to, door handles, seatbelts, seats, steering wheels, and window buttons.

**Air Filter and HVAC Cleaning:**

The **City** will ensure that air filters and HVAC systems are properly maintained. The **City and Employees** will also ensure that fresh air is increased by opening windows and doors to the extent possible and safe.

**Providing of Personal Protective Equipment ("PPE") for Workers Assigned to Clean or Disinfect the Workplace:****(a) City Requirements Applicable to City Employees Assigned Whose Job Duties Require Them to Clean or Disinfect City Buildings or Facilities:**

**City** must wear appropriate PPE throughout the cleaning/disinfecting process, including the handling of trash.

The **City** will provide the necessary and appropriate PPE at no cost to any **City** employee whose job duties require them to clean or disinfect its buildings or facilities, as set forth in Occupational Safety and Health Administration ("OSHA") regulations. (See 29 C.F.R. § 1910.132 (h).) This provision does not apply to **City** employees that contribute to cleaning and disinfecting efforts in an isolated fashion, such as wiping down a doorknob or desk after its use.

Appropriate PPE includes disposable gloves and gowns that are compatible with the disinfectant products being used. The **City** require that employees whose job duties require them to clean and disinfect its buildings or facilities wear additional PPE, such as goggles or face shields, based on the cleaning/disinfectant products being used and whether a risk of splashing reasonably exists. If disposable gowns are unavailable, employees whose job duties require them to clean and disinfect its buildings or facilities must wear a similar type of covering, such as coveralls, aprons, or work uniforms. Any reusable (washable) clothing worn during the cleaning/disinfecting process must be laundered afterwards. Employees whose job duties require them to handle dirty laundry, must clean their hands after handling dirty laundry.

### Proper Use of PPE and Training Related to PPE

**City** employees utilizing PPE must carefully remove gloves and gowns at the end of the cleaning/disinfecting process to avoid contamination of the wearer and surrounding area. After the removal of gloves, employees must wash their hands thoroughly with soap and water.

The **City** will ensure that any employees utilizing PPE as described in this section are trained on when to use PPE, what PPE is necessary, how to properly don (put on), use, and doff (take off) PPE, how to maintain and dispose of PPE, and the limitations of PPE. The **City** will also ensure that any employees utilizing PPE as described in this section are trained on proper eye and face protection, hand protection, and respiratory protection.

(b) **City Requirements Applicable to Employees of Third Party Companies Assigned to Clean or Disinfect City Buildings or Facilities:**

The foregoing provisions in subsection (a) regarding PPE apply with equal force to employees of third party companies who are responsible for cleaning **City** facilities and worksites, except that the **City** will not provide PPE to employees or third party companies or provide training to such employees. The **City** will communicate to the third party company its expectations regarding the use of PPE by their employees when cleaning **City** facilities and worksites.

## **ADMINISTRATIVE POLICY AND PROTOCOLS FOR SOCIAL DISTANCING AND INDIVIDUAL RESPONSIBILITY IN THE WORKPLACE**

### **I. Preamble**

The purpose of the California Occupational Safety and Health Act of 1973 is to assure safe and healthy working conditions for all workers. (Labor Code § 6300, et seq.)

The Centers for Disease Control and Prevention (“CDC”) recommends social distancing, also referred to as physical distancing, to reduce the spread of SARS-CoV-2, the virus that causes COVID-19 (hereinafter “the virus that causes COVID-19”). The virus that causes COVID-19 spreads primarily when people come into close contact (within about 6 feet) with each other for a prolonged period (approximately 10 minutes or more). Such spread happens when an infected person coughs, sneezes, or talks, and respiratory droplets from their mouth or nose are launched into the air and land in the mouths or noses of people nearby. The droplets can also be inhaled into the lungs. Studies indicate that people who are infected but do not have symptoms likely also play a role in the spread of the virus that causes COVID-19.

The **City** therefore implements this Administrative Policy and Protocol for Social Distancing and Individual Responsibility in the Workplace for the protection of all employees, their families, and the public we serve.

### **II. Statement of Policy**

The purpose of this policy is ensure the health and safety of working conditions for all **City** employees through adherence to social distancing and cleaning and disinfecting principles and best practices. Ensuring healthy and safe working conditions and the health and safety of employees is a business necessity for the **City**.

### **III. Compliance**

The City of Beaumont will fully and faithfully comply with any and all applicable laws, including, but not limited to, the Americans with Disabilities Act (“ADA”), the Rehabilitation Act of 1973, the Fair Employment and Housing Act (“FEHA”), and the California Confidentiality of Medical Information Act (“CMIA”) in the administration of this policy and associated protocol.

## **IV. Policy**

### **Scope of Coverage:**

This policy will apply with equal force to all **City** employees as preventing the transmission of the virus that causes COVID-19 in the workplace is reasonably related to all **City** jobs.

### **Effective Date: June 29, 2020**

This policy shall be effective immediately upon adoption and shall remain in effect until the **City Manager or Designee** advises employees that the policy is no longer operative due to the end of the present public health emergency.

### **Reduction of In-Person Employee Headcount at Any Given Time:**

To reduce the spread of the virus that causes COVID-19, the **City Manager or Designee** is authorized to allow or require remote work as appropriate for any given employee or class of employees. Employees may be required, for example, to work remotely one day and report to the workplace the next. The **City Manager or Designee** is further authorized to implement flexible, or staggered work hours, including staggered breaks, as needed.

### **Minimum Spacing of Six Feet:**

Employees and members of the public entering and using **City** facilities must maintain a minimum physical distance of six feet between themselves and any other person at all times. While on duty at any **City** facility, employees must also minimize exposure to and contact with others.

To the extent that existing arrangements of workstations or furniture, including in break rooms or lunchrooms, do not provide for adequate spacing, they must be rearranged to provide for such spacing. If furniture cannot be rearranged to allow for adequate spacing, seats or desks that would encroach on the six-foot distance must be clearly marked as prohibited for use.

**City Manager or Designee** may designate one-way hallways, where appropriate, and mark such one-way hallways with clear signage.

**City Manager or Designee** may designate separate routes for entry and exit into office spaces to help maintain social distancing and lessen the instances of people closely passing each other.

If a particular workspace is open to the public, social distancing guidelines apply to visiting members of the public as well.

Entry to any City of Beaumont facility must be limited to a number of people that can easily maintain, at all times, a minimum six-foot physical distance from others, except as necessary to complete the business for which the person is at the facility.

Waiting areas must be rearranged so as to discourage members of the public from waiting or sitting within 6 feet of one another.

Signs must be posted outside all elevators, stating the maximum number of occupants on the elevator so that physical distancing can be maintained, and stating that occupants must wear face coverings in the elevator.

Where employees and members of the public form lines for products or services, such as at a public counter, appropriate markings must be placed at 6-foot intervals to indicate where employees and/or members of the public should stand while waiting in order to provide adequate spacing. Persons who are family members or household contacts, may stand or move together, but must be separated from others by a physical distance of at least six feet.

Employees are prohibited from engaging in handshakes, hugs, or any other unnecessary physical contact with any person at all times while on **City** premises or otherwise while on duty outside of their home (telework) workspace.

#### **Physically Distanced Meetings When Necessary:**

If an in-person meeting is held, it must take place in a conference room or other space that allows the participants sufficient space to maintain the minimum spacing of six feet. After a conference room is used for a meeting, the conference room must be cleaned and disinfected in accordance with the City of Beaumont's Cleaning and Disinfecting Policy before it can be used again. This includes, but it is not limited to, requiring that all employees who attended the in-person meeting clean and disinfect the space they occupied during the meeting (e.g., their chair, area of the conference table at which they sat) using City of Beaumont-provided sanitizing supplies, as described below.

If feasible per Supervision, in-person meetings can be replaced with other means of communication, including but not limited to telephone calls, e-mails, or videoconferences. Non-essential meetings should be canceled or postponed. Staff meetings normally held in meeting rooms or shop settings should take place outside when physical distancing is not practicable in the usual space.

**Social Visits to be Avoided:**

Employees should refrain from unnecessary social visits to other employees' workstations.

Employees should refrain from congregating in confined spaces, such as lunch or break rooms.

If socializing cannot be avoided, employees must observe the requirement that they maintain a minimum physical distance of six feet between themselves and any other person at all times.

Employees are prohibited from permitting social visitors (visitors who are not on official business) into any non-public areas of any **City** facility. When and where such social visits do occur, employees must maintain the minimum spacing of six feet at all times. Employees may socialize with visitors who are not on official business outside the workplace (e.g., an employee may go to lunch with their spouse off-site.)

**Wearing of Facial Coverings:**

Members of the public who enter a **City** facility must wear a face covering during their time in the facility.

Employees working at a **City** worksite must use cloth face coverings when working in open or shared workspaces.

A "cloth face covering" is a material that covers the nose and mouth. It may be secured to the head with ties or straps or simply wrapped around the lower face. It may be made of a variety of materials, such as cotton, silk, or linen. Acceptable cloth face covering options include, but are not limited to:

- Bandana;
- Neck gaiter;
- Homemade face covering;
- Scarf; and
- Tightly woven fabric, such as cotton t-shirts and some types of towels.

A cloth face covering that no longer covers the nose or mouth; has stretched out or damaged ties or straps; cannot remain securely attached to a person's face; has holes or tears in the fabric; and/or obstructs an employee's vision do not comply with this policy. An employee or member of the public must immediately replace their face covering under these circumstances or leave the facility.

Use of a surgical mask or N95 respirator is not required, but employees who choose to do so are in compliance with this policy as long as the surgical mask or N95 respirator is in good condition and can remain securely attached to the employee's face.

### **Hand Washing:**

Employees are expected to wash their hands (for a minimum of 20 seconds), or use hand sanitizer when a sink is not available, every 60 minutes, and after any of the following activities: using the restroom, sneezing, touching the face, blowing the nose, cleaning, sweeping, mopping, smoking, eating, drinking, entering or leaving the facility, going on break, and before and after their work shift.

### **Provision and Use of Sanitizing Supplies:**

Hand sanitizer (at least 60% ethanol or 70% isopropanol), soap and water, or effective disinfectant must be made available near the entrance of any **City** facility and in other appropriate areas for use by the public and employees, and in locations where there is high-frequency employee interaction with members of the public (e.g., cashiers.) Effective disinfectants, such as disposable wipes, should be provided so that commonly used surfaces (e.g., doorknobs, keyboards, remote controls, desks, staplers, copiers, other work tools and equipment) can be wiped down by employees before each use. Tissues and no-touch disposal receptacles must be placed at locations where they can be easily accessed by employees and members of the public.

It is each employee's responsibility to use these wipes and other supplies to sanitize every surface they touch after each use, except those in an employee's own private office space, including but not limited to doorknobs, tables, desk and counter tops, chairs, copiers, printers, books/binders, refrigerators, microwaves, coffee makers, file cabinets and shelves, shared computers, phones, tools, and other equipment. It is further each employee's responsibility to similarly sanitize their own office at the end of their work day or before that space is shared or used by any other person (e.g., an employee must wipe down all surfaces in his or her office before allowing another person to enter for a meeting).

Any items handled by public visitors to any **City** facility, including, but not limited to, visitor badges, clipboards, or pens, must be taken out of circulation after each use and not be used again until wiped down with effective disinfectants in accordance with this policy.

### **City Vehicles:**

Wherever feasible, **City** vehicles should be occupied by only one person. If two employees are required for a task in the field, they should ride in separate vehicles. If sharing a vehicle cannot be avoided, employees should wear their face coverings while in the vehicle. **City** vehicle door handles, seatbelts, seats, and steering wheels must be sanitized before each use of the vehicle. A bottle of sanitizer must be placed in each **City** vehicle and replaced or refilled when empty.

### **Remote Public Access to Meetings:**

Members of the public wishing to attend open session meetings of the **City Council, Planning Commission, Finance and Audit Committee or the Economic Development Committee** may do so in person or remotely. Information regarding how to attend remotely will be posted on the **City** website.

Attendance in person will be permitted with proper social distancing measures, health screening and cloth mask requirements.

### **Required Posting and Distribution:**

Signs must be placed at conspicuous places at all public entrances that instruct members of the public not to enter if they are experiencing symptoms associated with COVID-19 (e.g., cough, shortness of breath or difficulty breathing, and/or more of the following: fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or any other symptom associated with COVID-19 identified by the CDC), The signs must also instruct persons who are not experiencing these symptoms and who can enter the facility that they are to wear face coverings and maintain six feet of distance between themselves and others while inside.

A copy of this document, ADMINISTRATIVE POLICY AND PROTOCOLS FOR SOCIAL DISTANCING AND INDIVIDUAL RESPONSIBILITY IN THE WORKPLACE, must be provided to each **City** employee working at any **City** facility and posted at each **City** facility. The location at which the ADMINISTRATIVE POLICY AND PROTOCOLS FOR SOCIAL DISTANCING AND INDIVIDUAL RESPONSIBILITY IN THE WORKPLACE must be easily viewable by the public and employees.

## **ADMINISTRATIVE POLICY AND PROTOCOLS FOR TESTING City of Beaumont EMPLOYEES FOR COVID-19**

### **I. Preamble**

The purpose of the California Occupational Safety and Health Act of 1973 is to assure safe and healthy working conditions for all workers. (Labor Code § 6300, et seq.)

On April 23, 2020, the Equal Employment and Opportunities Commission (“EEOC”) issued updated Technical Assistance Questions and Answers (“Guidance”) concerning the Americans with Disabilities Act (“ADA”) and Rehabilitation Act. The Guidance states that, despite certain restrictions under the ADA and the Rehabilitation Act concerning medical-related testing in the workplace, employers may administer a COVID-19 test to detect the virus that causes COVID-19 and determine if employees attempting to enter the workplace have the virus for the purpose of ensuring the health and safety of their workplaces. In publishing the Guidance, the EEOC recognized that an employee with the virus will pose a direct threat to the health of others.

### **II. Statement of Policy**

The purpose of this policy is ensure the health and safety of working conditions for all **City** employees through the administration of COVID-19 testing for **City** employees. Ensuring healthy and safe working conditions and the health and safety of employees is a business necessity for the **City**.

### **III. Authority**

Pursuant to Labor Code section 6300, et seq. and any applicable state or local public health orders, and consistent with the Equal Employment and Opportunity Commission’s April 23, 2020 Guidance and any guidance that the Department of Fair Employment and Housing may provide and any applicable state or local public health orders, the City of Beaumont is authorized to adopt this COVID-19 testing policy.

### **IV. Compliance**

The City of Beaumont will fully and faithfully comply with any and all applicable laws, including, but not limited to, the ADA and Rehabilitation Act, the Fair Employment and Housing Act (FEHA”) and the California Medical Information Act (“CMIA”) in the administration of this policy and associated protocol.

## V. Policy

### **Scope of Coverage:**

This policy will apply with equal force to all **City** employees as testing for the virus that causes COVID-19 and preventing the transmission of the virus that causes COVID-19 in the workplace is reasonably related to all **City** jobs.

On a case-by-case basis, the **City Manager or Designee** is authorized to determine that this policy will not apply to an employee if the **City Manager or Designee** determines that testing such employee is not job related or consistent with business necessity. Testing may not be job related or consistent with business necessity for a particular employee if his or her job responsibilities do not result in contact with or proximity to other people, including other employees or members of the public.

### **Effective Dates:**

This Policy shall be effective immediately upon adoption and shall remain in effect until the **City Manager or Designee** advises employees that the Policy is no longer operative due to the end of the present public health emergency.

### **Acknowledgement of Agreement to Submit to Testing:**

The **City** may require that employees acknowledge receipt of the notice and execute an agreement submitting to testing for the virus that causes COVID-19. Such agreement will include a CMIA authorization for release of the test results to the **City**.

### **Refusal to Submit to Testing:**

The **City** will place any employee who refuses to submit to testing in accordance with the testing protocol associated with this policy on unpaid leave. The employee may then elect to use any earned or accrued leave to which they are entitled in order to provide compensation during the time away from work.

### **Adoption of Testing Protocol:**

The **City Manager or Designee** is authorized to adopt a testing protocol concerning the administration of COVID-19 tests for **City of Beaumont** employees.

### **Notification of Test Results:**

The **Testing Center** will notify the employee of test results in writing and in a confidential manner. In the event of a positive COVID-19 test result, the **City** will also inform the employee by phone call so that the employee may consult with their health care provider and take precautionary measures to prevent transmission of the virus.

**Test Results and Any Other Health or Medical Records:**

The **City** will store test results and any other health or medical records, in a manner consistent with applicable law and in accordance with the **City's** practice for storing medical information in a file separate from the employee's personnel file.

**Effect of Positive COVID-19 Diagnosis:**

In the event that a **City** employee tests positive for the virus that causes COVID-19, the **City** will, as provided above, notify the employee of the test results. After informing the employee of the positive result, the **City** will instruct the employee not to return to work until such time as either of the following occur: (1) The employee's health care provider advises the employee that it is safe for them to return to work and has provided the employee with a note certifying this, which the employee provides to the **City**; or (2) The employee self-certifies that they are and have been: (A) Free of fever (a "fever" is defined as 100.4° F [37.8° C] or greater using an oral thermometer) for at least 72 hours without the use of fever-reducing medicines; (B) Any other signs of other COVID-19-related symptoms as determined by the Centers for Disease Control ("CDC") (e.g., cough, shortness of breath, fever, chills, headache, sore throat, repeated shaking with chills, new loss of taste or smell, and/or muscle pain) have significantly improved in the last 72 hours; and (C) At least 7 days have passed since any COVID-19 symptoms first appeared; and (D) Complying with all directives provided by their health care provider before seeking to return to work, including, but not limited to, directives regarding the length of time that the employee needs to self-isolate/quarantine, follow-up testing, and social distancing.

**Leave Status of Employee with Positive COVID-19 Diagnosis:**

The **City** will place any employee who tests positive for the virus that causes COVID-19 on paid sick leave status for the remainder of the day following the positive diagnosis. Thereafter, the employee may elect to remain on paid sick leave if they have a balance of such leave, may elect to use Emergency Paid Sick Leave as provided under the Families First Coronavirus Response Act if they have a balance of such leave, may elect another form of other earned or accrued leave, or may take such leave on an unpaid basis.

**Reservation of Right to Require Additional or Subsequent Testing:**

The **City** expressly reserves the right to require that employees submit to additional or subsequent tests in order to ensure healthy and safe working conditions for all employees.

## **ADMINISTRATIVE POLICY AND PROTOCOLS FOR TEMPERATURE TESTING AND SCREENING FOR SYMPTOMS ASSOCIATED WITH COVID-19**

### **I. Preamble**

The purpose of the California Occupational Safety and Health Act of 1973 is to assure safe and healthy working conditions for all workers. (Labor Code § 6300, et seq.)

The Centers for Disease Control and Prevention (“CDC”) currently identifies the following symptoms as being associated with COVID-19:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea
- The CDC cautions that this list does not include all possible symptoms and that it may update the list as it learns more about COVID-19.

Each of these symptoms is hereinafter referred to as a “symptom associated with COVID-19.”

The CDC and the California Department of Public Health recommends that employers, including public entities, implement measures designed to prevent or reduce the transmission of the virus that causes COVID-19 between and among employees and at the workplace. One method for doing so is to require that employees submit to temperature testing and certify the absence of symptoms associated with COVID-19 prior to being allowed to enter any **City** facility or worksite.

### **II. Statement of Policy**

The purpose of this policy is to prevent any individual who presents a fever or certifies that they have presented a symptom associated with COVID-19 from

entering a **City** facility or worksite in order to ensure the safety and health of **City** workplaces.

### III. Authority

Pursuant to Labor Code section 6300, et seq., and consistent with guidance provided by the Equal Employment and Opportunity Commission (“EEOC”) and the Department of Fair Employment and Housing (“DFEH”), the **City** is authorized to adopt this temperature testing and COVID-19 screening policy in order to ensure that individuals who present symptoms associated with COVID-19 do not enter **City** facilities or worksites and to provide a healthy and safe workplace for **City** employees who use such facilities and worksites.

### IV. Compliance

The **City** intends to fully and faithfully comply with any and all applicable laws, including, but not limited to, the Americans with Disabilities Act (“ADA”) and the Rehabilitation Act of 1973, and the Fair Employment and Housing Act (“FEHA”) in the administration of this policy and associated protocol.

### V. Policy

#### **Scope of Coverage:**

This policy and its requirements apply with equal force and effect to all **City** employees in order to enter a **City** facility or worksite. No employee will be exempted from the requirements set forth in this policy.

Unless otherwise stated, this policy and its protocols will also apply to members of the public and visitors to **City** facility or worksite.

**Effective Dates: June 29, 2020**  
**Revised July 21, 2021**

This Policy shall be effective immediately upon adoption and shall remain in effect until the **City Manager or Designee** advises employees that the Policy is no longer operative due to the end of the present public health emergency.

**Notice to Employees: June 29, 2020**  
**Revised July 21, 2021**

The **City** will provide notice of this mandatory policy and its protocols to all **City** employees. The **City** will provide employees a copy of this policy for employees to read and review. Employees who do not receive or review such notice and the attached policy will not be excused from the policy's requirements.

**Expectations of City Employees with Respect to the Presentation of Symptoms Associated with COVID-19:**

The **City** expects and requires that all employees who present a symptom associated with COVID-19 to immediately inform either their immediate supervisor or the **City's** Department of Human Resources.

No employee who presents a symptom associated with COVID-19 prior to the start of the workday may report to work. Employees who develop symptoms after beginning their workday and after informing their immediate supervisor or the **City's** Department of Human Resources will be directed to leave work.

Any employee who fails to inform their supervisor or the Department of Human Resources that they present a symptom associated with COVID-19 or who attempts to or does report to work despite the presentation of such a symptom or symptoms may face disciplinary action by the **City**, up to and including termination.

**Posting of Signage Notifying Employees and Members of the Public:**

At each **City** facility and worksite, the **City** will post signage informing employees and members of the public of the **City's** policy requiring temperature testing and symptom screening prior to being allowed to enter **City** facilities and worksites.

The signage will direct employees and members of public to the designated location where the **City** will test individual's temperatures and administer the screening questionnaire concerning the presentation of symptoms associated with COVID-19.

The signage will provide that, at the designated location, there is a copy of the **City's** policy for review.

**Procedure for Temperature Testing and Symptom Screening:**

In accordance with the above referenced federal and state public health guidance, and in order to help prevent or reduce the transmission of the virus that causes COVID-19 between and among employees, **City** will implement the following protocols.

**Social Distancing Required While Waiting for Temperature Testing and Symptom Screening:**

Consistent with the **City's** social distancing policy, employees and members of the public who are waiting for temperature testing and symptom screening must adhere to the social distancing requirements set forth under that policy, including, but not limited to remaining at least six feet apart from any other individual.

**Submission to Temperature Testing and Symptom Screening as a Precondition to Entrance to any City Facility or Worksite:**

Prior to being allowed to enter and as a precondition to such entrance to any **City** facility or worksite, **City** employees and members of the public shall be required to submit to a temperature test and verbally attest to the absence of any presentation of symptoms associated with COVID-19.

The **CITY** will treat an employee refusing to submit to either temperature testing or symptom screening prior to or during their scheduled work day as an unexcused absence.

**Requirement to Identify Oneself as a CITY Employee:**

At the designated location, **CITY** employees are required to identify themselves as **CITY** employees in order for the **CITY** to record the temperature test and symptom screening results, if necessary.

**Protocol for Temperature Testing:**

At the designated location, the **CITY** will conduct a temperature test on each employee and member of the public who wishes to access the **CITY** facility or worksite.

The **CITY** will take individual's temperatures by a non-invasive contactless infrared thermometer. Temperature readings will be taken at least once.

If necessary, the **CITY** may take an individual's temperature a second time to confirm the results of the first test or if the first results suggest an erroneous result.

In the event that an employee or member of the public has a temperature that is 100.4 degrees Fahrenheit or higher, the **CITY** will deny that individual access to the **CITY** facility or worksite.

If an employee has a temperature that is 100.4 degrees Fahrenheit or higher, the **CITY** will record such results on the Temperature Test and Symptom Screen Form. The **CITY** will inform the individual of such tests results in a manner designed to preserve the confidentiality of the test results and instruct the individual to contact the **CITY's** Human Resources Department for further instruction. The **CITY** will then

promptly notify the **CITY's** Human Resources Department of the temperature test results and provide the name of the employee whose test results suggested a fever.

**Protocol for Symptom Screening:**

At the designated location, the **CITY** will require each employee and member of the public who wishes to access the **CITY** facility or worksite to certify to the fact that they do not currently present any symptom associated with COVID-19.

The **CITY** will post a list of the symptoms associated with COVID-19 and require that each individual certify orally to the fact that they do not currently present any symptom associated with COVID-19. For minor children entering a **CITY** facility or worksite, the **CITY** will deem the oral certification of a parent, guardian or child care provider that the child does not present any such symptom as sufficient to permit entrance to the **CITY** facility or worksite.

In the event that an employee or member of the public indicates that they currently present any symptom associated with COVID-19 or cannot certify that they do not present any such symptom, the **CITY** will deny that individual access to the **CITY** facility or worksite until the individual is able to certify that they do not currently present any symptom associated with COVID-19.

If an employee indicates that they currently present any symptom associated with COVID-19 or cannot certify that they do not present any such symptom, the **CITY** will record this response on the Temperature Test and Symptom Screen Form. If the employee indicates which symptom they present, the **CITY** will record this information on the Temperature Test and Symptom Screen Form. The **CITY** will instruct the individual to contact the **CITY's** Human Resources Department for further instruction. The **CITY** will then promptly notify the **CITY's** Human Resources Department of the employee's response to the request for certification and provide the name of the employee whose response suggested presentation of a symptom or symptoms associated with COVID-19.

This policy shall supplement any of the other policies, protocols or guidelines that the **CITY** has adopted in order to prevent or reduce the likelihood of transmission of the virus that causes COVID-19 among and between employees.

## ADMINISTRATIVE POLICY AND PROTOCOLS FOR THE USE AND DISCLOSURE OF CONFIDENTIAL City of Beaumont MEDICAL INFORMATION RELATED TO COVID-19

### I. Preamble

The **City** implemented COVID-19 testing policy and/or a temperature testing and COVID-19 symptom screening policy and/or an accommodation policy for high-risk employees in order to ensure the health and safety of **City** employees in accordance with the California Occupational Safety and Health Act of 1973 and its purpose to assure safe and healthy working conditions for all workers. (Labor Code § 6300, et seq.)

The **City's** COVID-19 testing policy and/or a temperature testing and COVID-19 symptom screening policy and/or an accommodation policy for high-risk employees authorize[s] the **City** to collect certain confidential medical information ("Medical Information") about **City** employees.

### II. Definitions

"Medical Information" means any Individually Identifiable information, in electronic or physical form, in possession of or obtained from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding an employee's medical history, mental or physical condition, or treatment. It also means any Individually Identifiable information collected by **City** in relation to the COVID-19 testing policy and/or a temperature testing and COVID-19 symptom screening policy and/or an accommodation policy for high-risk employees implemented by **City**.

"Individually Identifiable" means that the Medical Information includes or contains any element of personal identifying information sufficient to allow identification of the individual, such as the patient's name, address, electronic mail address, telephone number, or social security number, or other information that, alone or in combination with other publicly available information, reveals the individual's identity.

### II. Statement of Policy

The purpose of this policy is to safeguard Medical Information in a manner compliant with the Confidentiality of Medical Information Act ("CMIA") and the Americans with Disabilities Act ("ADA") with respect to all Medical Information that the **City** acquires during the administration of these policies, or obtains by other means. The **City** recognizes the importance of confidentiality concerning the information at issue and will fully and faithfully comply with CMIA in its use and disclosure of such information.

### III. Authority

The **City of Beaumont** is authorized to conduct the COVID-19 testing and/or temperature testing and COVID-19 symptom screening and/or an accommodation policy for high-risk employees under the authority provided for under these policies.

### IV. Compliance

The **City** will fully and faithfully comply with the CMIA and ADA in the implementation and administration of this policy as well as the associated COVID-19 testing policy and/or a temperature testing and COVID-19 symptom screening policy and/or an accommodation policy for high-risk employees' policies.

### V. Policy

#### **Scope of Coverage:**

This policy covers all Individually Identifiable Medical Information of all **City** employees and applicants that the **City** acquires or obtains and which relates to COVID-19, including, but not limited to, symptoms associated with COVID-19, positive COVID-19 test results, and other health or medical conditions that would place the employee at high-risk for a serious illness if the employee contracted COVID-19.

Specifically, this policy covers the following types of Medical Information:

- All Medical Information acquired by **City** during or as a result of the administration of the City's COVID-19 testing policy and/or a temperature testing and COVID-19 symptom screening policy and/or an accommodation policy for high-risk employees. For example, the policy covers COVID-19 test results, temperature test results, the results of screenings for symptoms associated with COVID-19, and information regarding other medical conditions.
- All Medical Information that the **City** obtains by means other than by testing administered by the **City**. For example, the County Public Health Department may inform the **City** that a **City** employee has tested positive or a **City** employee may voluntarily disclose a positive COVID-19 diagnosis not as the result of a test administered by the **City**.
- All Medical Information related to COVID-19 that the **City** acquires or obtains, including, but not limited to, information about an employee's health or medical conditions that may put the employee at increased risk of serious illness should the employee contract COVID-19 as provided under the City's accommodation policy for high-risk employees.

**Effective Dates: June 29, 2020**

This policy shall be effective immediately upon adoption and shall remain in effect as long as necessary to safeguard Medical Information acquired or obtained by the **City** employees and as otherwise required by law.

**Notice of Privacy Practices:**

The **City** will provide a Notice of Privacy Practices to employees to explain their rights under this policy.

**Employee Authorization to Disclose Medical Information:**

Permissible disclosures of employee Medical Information without prior written authorization from an employee are limited.

Should an employee wish to provide the **City** authority to make additional disclosures of Medical Information related to COVID-19, the employee or their legal representative may authorize such disclosure using the Authorization for Disclosure and Use of Medical Information (“Authorization”), and completing each of the required fields provided therein.

An employee may also authorize the Disclosure and Use of Medical Information in a handwritten document. Such a handwritten Authorization must:

- State the specific uses and limitations on the types of Medical Information to be disclosed;
- State the name or function of the **City** that may disclose the Medical Information;
- State the names or functions of the persons or entities authorized to receive the Medical Information;
- State the limitations, if any, on the use of the Medical Information by the persons or entities authorized to receive the Medical Information; and
- State a specific date after which the **City** is no longer authorized to disclose the Medical Information.

**Permissible Uses and Disclosures of Medical Information:**

Generally, the **City** may not disclose Medical Information without prior written authorization from an employee. The **City** may, however, use and disclose an employee’s Medical Information for certain public interest and benefit purposes, including, but not limited to:

- If compelled by judicial or administrative process or by any other specific provision of law;

- That part of the information which is relevant in a lawsuit, arbitration, grievance, or other claim or challenge to which the **City** and employee are parties and in which the patient has placed in issue his or her medical history, mental or physical condition, or treatment may be used or disclosed in connection with that proceeding;
- For the purpose of administering and maintaining employee benefit plans, including health care plans and plans providing short-term and long-term disability income, workers' compensation and for determining eligibility for paid and unpaid leave from work for medical reasons;
- To a provider of health care or other health care professional or facility to aid the diagnosis or treatment of the employee, where the employee or other person authorized by law to permit disclosure of Medical Information on the employee's behalf, is unable to authorize the disclosure.

The uses and disclosures of an employee's confidential information for these purposes do not require the employee's authorization.

Further, it shall not be a violation of the Policy and Protocols for the **City** to disclose information that does not contain Individually Identifiable information of an employee. For example, the **City** may notify other employees that an employee has tested positive for COVID-19 so long as the **City** does not disclose information that would lead others to identify that employee (e.g. their name, work location, position). In such a circumstance, it may be necessary for the **City** to inform certain persons, such as the individual's supervisor, janitorial staff, that an employee has tested positive so that **City** may take appropriate steps to ensure a healthy and safe workplace for all **City** employees.

**Disclosures of Medical Information to the Employee:**

Employees are entitled to access and review their medical file as maintained by the **City**. The **City** must disclose the Medical Information contained in the employee's medical file to the employee when requested.

**Reasonable Safeguards for Medical Information:**

The **City** employs reasonable safeguards in order to protect against and limit the incidental use and disclosure of employee's Medical Information.

The **City** will store Medical Information in a medical file that is separate and distinct from the employee's personnel file.

The **City** password protects all computers that are used to store protected health information, restricts employee access to the Medical Information, and encrypts emails and texts containing Medical Information.

**City** employees follow the following safeguards in order to limit the incidental use and disclosure of Medical Information:

1. Determine who is with an employee before discussing the employee's Medical Information.
2. Do not assume that an employee will permit disclosure of their Medical Information to a family member or friend.
3. Request that individuals leave the room or vicinity in order to provide the employee an opportunity to object to the disclosure of their Medical Information.
4. Dispose of unnecessary paper products that have protected health information in a shredder.]

**Limiting the Disclosures of Medical Information:**

All requests for Medical Information, whether routine or non-routine, are handled by the **City's** Department of Human Resources. All **City** employees must therefore direct all requests for Medical Information to the **City's** Department of Human Resources.

**Policy on Requests to Review and/or Amend Employee Authorization for Disclosure of Medical Information:**

Employees are entitled to request a true copy of an employee's authorization for the disclosure of Medical Information.

Employees are also entitled to cancel or modify an employee authorization for the disclosure of Medical Information. Employees who wish to cancel or modify an employee authorization must provide written notice to **City**. Cancellations and modifications of employee authorizations only become effective after **City** receives written notice of any such action.

**Policy on Requests to Restrict Use and Disclosure of Medical Information:**

Employees are entitled to request that the **City** restrict the use and/or disclosure of protected health information, as outlined in Civil Code Section 56.11(d)-(h).

If an employee has authorized disclosure of Medical Information but wishes to restrict such authorization, **City** shall communicate to the person or entity to which it discloses the Medical Information any limitations in the authorization regarding the use of the Medical Information.

## **ADMINISTRATIVE POLICY AND PROTOCOLS FOR THE ACCOMMODATION OF EMPLOYEES WHO ARE AT HIGH-RISK OF SEVERE ILLNESS FROM COVID-19**

### **I. Preamble**

Federal and State equal employment and opportunity laws, including the American with Disabilities Act (“ADA”) and the Rehabilitation Act, Title VII of the Civil Rights Act, the Fair Employment and Housing Act (“FEHA”), and the Age Discrimination in Employment Act (“ADEA”) impose certain obligations on the **City** in terms of the provision of reasonable accommodations.

Absent an undue hardship to the **City** or a direct threat to the health and safety of **City** employees, the **City** may provide certain employment-related accommodations to employees who, because they are age 65 or older or have an underlying medical condition, are at higher risk of severe illness if they contract the virus that causes COVID-19, in order to reduce the risk of such employees contracting the virus.

### **II. Statement of Policy**

This discretionary policy provides to qualified employees the right to request that the **City** provide certain additional accommodations that, while not otherwise required by law, may reduce the risk of such employees contracting the virus that causes COVID-19.

### **III. Compliance**

The **City** intends to fully and faithfully comply with any and all applicable laws, including, but not limited to, the ADA, Rehabilitation Act, the FEHA and the ADEA in the administration of this policy and associated protocol.

### **IV. Policy**

#### **Scope of Coverage:**

This policy applies to and covers all **City** employees who can demonstrate that they are at higher risk of severe illness if they contract the virus that causes COVID-19 because they are age 65 or older or have one or more of the underlying medical conditions enumerated below.

Based on the available information at the time that this policy was adopted, the Centers for Disease Control and Prevention (“CDC”) identifies the following

individuals, of all ages, as those who are at increased risk of severe illness if the individual contracted the virus that causes COVID-19:

- People who have chronic kidney disease;
- People who have chronic obstructive pulmonary disease (“COPD”);
- People who are immunocompromised from a solid organ transplant;
- People who are obese, with a body mass index (“BMI”) of 30 or higher;
- People with serious heart conditions, such as heart failure, coronary artery disease, or cardiomyopathies;
- People with sickle cell disease; and
- People with type 2 diabetes mellitus.

Based on the available information at the time that this policy was adopted, the Centers for Disease Control and Prevention (“CDC”) identifies the following individuals, of all ages, as those who **might be** at increased risk of severe illness if the individual contracted the virus that causes COVID-19:

- People with moderate-to severe asthma;
- People who have cerebrovascular disease;
- People who have cystic fibrosis;
- People who have hypertension or high blood pressure;
- People who are immunocompromised from blood or bone marrow transplant, immune deficiencies, HIV, use of corticosteroids and other immune weakening medications;
- People with neurologic conditions, such as dementia;
- People with liver disease;
- People who are pregnant;
- People with pulmonary fibrosis;
- People who smoke;
- People with Thalassemia; and
- People with type 1 diabetes mellitus.

The **City** expressly reserves the right to modify the above enumerated conditions based on new information or guidance provided by the CDC on their website at <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html>, or elsewhere, in addition to guidance from other public health authorities.

**Effective Dates: June 29, 2020 - Updated July 20, 2020**

This Policy shall be effective immediately upon adoption and shall remain in effect until the **City Council** advises employees that the Policy is no longer operative due to the end of the present public health emergency.

#### **Notice to Human Resources:**

If an employee is age 65 or older, has any of the recognized underlying medical conditions enumerated herein, or another condition that the employee believes places them at higher risk for severe illness if they contract the virus that causes COVID-19, the employee may inquire with **City's** Human Resources Department regarding a potential workplace accommodation.

#### **City Policy Against Retaliation:**

The **City** will not terminate, suspend, discipline, or take any other adverse employment action against an employee exercising their privileges under this Policy.

#### **Process for Accommodation Request:**

While the request for accommodation under this policy is separate and distinct from a request for a reasonable accommodation under the ADA, an employee who desires an accommodation under this policy must make such a request in accordance with the **City's** Reasonable Accommodation Policy which is located in the **City of Beaumont Personnel Manual** which can be found at or via <http://beaumontca.gov/DocumentCenter/View/24261/Employee-Handbook?bidId=>.

Following receipt of the request, the **City's** Human Resources Department will require a note from the employee's health care provider(s) certifying that the employee has a qualified underlying medical condition that exposes the employee to a higher risk of severe illness if they contract the virus that causes COVID-19. Furthermore, the **City's** Human Resources Department may require additional information, including, but not limited to, documentation from the employee's health care provider to determine whether the employee's underlying condition necessitates an additional accommodation when the employee returns to the workplace.

Determinations regarding accommodations under this policy will be made on a case-by-case basis by the **City's** Human Resources Director or their designee. Accommodations may include, but are not limited to, the following:

- Alternative work assignments or locations;
- Telework;
- Reassignment;

- Increased social distancing measures; and/or
- Leave.

The **City's** Human Resources Department will work in good faith with the employee to fully consider all potential accommodations.

**No Right to Appeal Accommodation Determinations:**

Determinations made by the **City's** Human Resources Department are final and are not subject to appeal by the employee or the employee's employee organization.

## **ADMINISTRATIVE POLICY AND PROTOCOLS FOR EMPLOYEE LEAVE AND COMPENSATION UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT**

### **I. Preamble**

The purpose of the Families First Coronavirus Response Act (“FFCRA”) is to provide employees with paid sick leave and expanded family and medical leave for reasons related to COVID-19. (Public Law No. 116-127.)

Subsequent to the enactment of the FFCRA, the Department of Labor (“DOL”) promulgated temporary regulations to implement expanded family and medical leave under Title I of the Family and Medical Leave Act (“FMLA”) and emergency paid sick leave to assist working families facing public health emergencies. The DOL also published a correction in the Federal Register to make certain technical corrections to the regulatory text. The DOL has also provided informal guidance concerning the implementation of the emergency paid sick leave and expanded family and medical leave provisions.

This policy is intended to provide City of Beaumont employees with the emergency paid sick leave and expanded family and medical leave to which they are entitled under FFCRA.

### **II. Statement of Policy**

The City will provide eligible employees with leave pursuant to the Emergency Paid Sick Leave Act (“EPSLA”) (*i.e.*, Emergency Paid Sick Leave) and Emergency Family and Medical Leave Expansion Act (“EMFLEA”) (*i.e.*, Emergency Family and Medical Leave) as required under the Families First Coronavirus Response Act (“FFCRA” or the “Act”). The following provisions set forth certain rights and obligations with respect to said leave.

### **III. Compliance**

The City of Beaumont will fully and faithfully comply with the requirements set forth in the FFCRA and the regulations promulgated by the DOL in its administration of this policy.

### **IV. Policy**

#### ***Section 1. Effective Dates***

The Administrative Policy and Protocols for Employee Leave and Compensation

Under the FFCRA shall expire on December 31, 2020 or when the EPSLA or EMFLEA provisions of the FFCRA are no longer effective under the law, whichever is later.

## **Section 2. Definitions**

- A. "Child Care Provider" means a provider who receives compensation for providing childcare services on a regular basis. The term includes a center-based childcare provider, a group home childcare provider, a family childcare provider, or other provider of childcare services for compensation that is licensed, regulated, or registered under State law; and satisfies the State and local requirements. However, under the FFCRA, the eligible childcare provider *need not be compensated or licensed* if he or she is a family member or friend, such as a neighbor, who regularly cares for the Employee's child.
- B. "Emergency Family and Medical Leave" means leave provided under the EMFLEA (Sec. 3101, et seq. of the FFCRA).
- C. "Emergency Paid Sick Leave" means leave provided under the EPSLA (Sec. 5101, et seq. of the FFCRA).
- D. "Emergency responder" means the following for the purposes of employees who may be exempted from Emergency Paid Sick Leave and Emergency Family and Medical Leave: (1) Anyone necessary for the provision of transport, care, healthcare, comfort and nutrition of such patients, or others needed for the response to COVID-19; or (2) Anyone who serves in the military or national guard, or as a law enforcement officer, correctional institution personnel, fire fighter, emergency medical services personnel, physician, nurse, public health personnel, emergency medical technician, paramedic, emergency management personnel, 911 operator, child welfare worker and service provider, public works personnel, and persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency, as well as individuals who work for such facilities employing these individuals and whose work is necessary to maintain the operation of the facility.
- E. "Health care provider" means the following for the purposes of employees who may be exempted from Emergency Paid Sick Leave and Emergency Family and Medical Leave: (1) Anyone employed at any doctor's office, hospital, health care center, clinic, postsecondary educational institution offering health care instruction, medical school, local health department or agency, nursing facility, retirement facility, nursing home, home health care provider, any facility that performs laboratory or medical testing, pharmacy, or

any similar institution, employer, or entity; or (2) Any individual employed by an entity that contracts with any of these institutions described above to provide services or to maintain the operation of the facility where that individual's services support the operation of the facility. This also includes anyone employed by any entity that provides medical services, produces medical products, or is otherwise involved in the making of COVID-19 related medical equipment, tests, drugs, vaccines, diagnostic vehicles, or treatments.

- F. "Individual" for the purpose of Section 3.D. above means an employee's immediate family member, a person who regularly resides in the employee's home, or a similar person with whom the employee has a relationship that creates an expectation that the employee would care for the person if he or she were quarantined or self-quarantined. "Individual" does not include persons with whom the Employee has no personal relationship.
- G. "Son or Daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is under 18 years of age; or 18 years of age or older who is incapable of self-care because of a mental or physical disability. (29 U.S.C. 2611; 29 CFR 826.10(a).)
- H. "Subject to a Quarantine or Isolation Order" means a quarantine or isolation order includes quarantine, isolation, containment, shelter-in-place, or stay-at-home orders issued by any Federal, State, or local government authority that cause the employee to be unable to work even though his or her Employer has work that the employee could perform but for the order. This also includes when a Federal, State, or local government authority has advised categories of citizens (*e.g.*, of certain age ranges or of certain medical conditions) to shelter in place, stay at home, isolate, or quarantine, causing those categories of employees to be unable to work even though their employers have work for them.

### **Section 3. Emergency Paid Sick Leave**

#### **Qualifying Reasons for Emergency Paid Sick Leave:**

Emergency Paid Sick Leave is only permitted for the following reasons:

- A. The employee is Subject to a Quarantine or Isolation Order related to COVID-19.
- B. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.

- C. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- D. The employee is caring for an individual who is Subject to a Quarantine or Isolation Order or who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- E. The employee is caring for the employee's son or daughter if the child's school or place of care has been closed, or the child's childcare provider is unavailable, due to COVID-19 precautions.
- F. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

### **Employees Eligible for Emergency Paid Sick Leave:**

- A. Subject to Sections B and C, below, all **City** employees are potentially eligible for Emergency Paid Sick Leave.
- B. Employees are not eligible for Emergency Paid Sick Leave if the **City** determines that the employee's duties and services are not needed during all or part of the period of requested Emergency Paid Sick Leave (for example, because the **City** has temporarily stopped providing the services that the employee would otherwise provide). In this circumstance, the **City** may deem that the employee is not working due to lack of work.
- C. The **City** may elect to exempt from the receipt of Emergency Paid Sick Leave any employee or class of employees who qualify as a "Health care provider" or "Emergency responder" as defined in Section 2.D. and E., above.
  1. The **City** has designated the following job classifications as "healthcare providers":
  2. The **City** has designated the following job classifications as "emergency responders":

### **Amount of Emergency Paid Sick Leave:**

- Leave taken as Emergency Paid Sick Leave is in addition to any other statutory or contractual leave to which the employee is entitled.

- Full time employees working 40 hours per week may take up to 80 hours of Emergency Paid Sick Leave.
- Part time employees may take to up to the average number of hours that they work over a two-week period as determined by reviewing the six-month period prior to the usage of leave. If the employee has been employed by the **City** for fewer than six months, the **City** will calculate the leave entitlement based on the entire period the employee has been employed.
- Employees hired on or after April 1, 2020 who took the full 80 hours of Emergency Paid Sick Leave when employed by another employer are not entitled to take any additional Emergency Paid Sick Leave with the **City**. An employee who has taken some, but not all, of the Emergency Paid Sick Leave to which they are entitled when they were employed by another employer, is entitled only to the remaining portion of such leave from the **City**.
- An employee who is laid off or otherwise terminated on or after March 1, 2020 and who is rehired on or before December 31, 2020 will be eligible for unused Emergency Paid Sick Leave for the qualifying reasons set forth in Section 3.

### **Employee Benefits While on Emergency Paid Sick Leave:**

The benefit amount varies based on the reason for the leave as follows:

- A. Employees are entitled to Emergency Paid Sick Leave at their regular rate of pay, subject to a cap of \$511 per day and \$5,110 in the aggregate, if they are unable to work or telework for one of the following reasons:
  1. The employee is Subject to a Quarantine or Isolation Order related to COVID-19;
  2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; or,
  3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- B. Employees are entitled to Emergency Paid Sick Leave at two-thirds (2/3) of their regular rate of pay, subject to a cap of \$200 per day and \$2,000 in the aggregate, if they are unable to work or telework for one of the following reasons:
  1. The employee is caring for an individual who is Subject to a Quarantine or Isolation Order related to COVID-19 or who has been

advised by a health care provider to self-quarantine due to concerns related to COVID-19;

2. The employee is caring for the employee's son or daughter if the child's school or place of care has been closed, or the child's childcare provider is unavailable, due to COVID-19 precautions; or
3. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

### **Supplementation of Paid Accrued Leaves:**

Employees may supplement the compensation they receive if taking Emergency Paid Sick Leave (paid up to the specified limitations under the FFCRA) with their earned or accrued leaves in order to achieve 100% of the pay the employee would normally receive in a given week for working their regularly scheduled hours.]

### **Intermittent Leave**

Generally, an employee must use the permitted days of Emergency Paid Sick Leave consecutively until the employee no longer has a qualifying reason to take the leave. An employee may request Emergency Paid Sick Leave on an intermittent basis only if the employee obtains the **City's** prior approval to do so, *and*:

- (1) The employee is not working *and* qualifies for use of Emergency Paid Sick Leave; or
- (2) The employee is teleworking; or
- (3) The employee is reporting to the worksite *and* has requested Emergency Paid Sick Leave to care for their son or daughter if the child's school or place of care has been closed, or the child's childcare provider is unavailable, due to COVID-19 precautions.

The **City** will evaluate such request to determine if such leave is operationally feasible.

### **Restoration to Prior Position:**

An employee who uses Emergency Paid Sick Leave is entitled to reinstatement to their prior or an equivalent position, unless the employee's employment would have ended regardless of whether he or she took leave.

### **Emergency Paid Sick Leave is Protected Leave:**

Emergency Paid Sick Leave is considered protected leave when used for the reasons specified in Section 3. The City shall not discharge, discipline, or in any other manner discriminate against an employee who takes Emergency Paid Sick Leave.

### **Emergency Paid Sick Leave Request:**

The **City** requests but does not require that the employee provide notice of the need to use Emergency Paid Sick Leave until after the first workday of usage of such leave. However, an employee may provide notice of the need to use Emergency Paid Sick Leave prior to the usage of such leave.

After the first workday for which an employee takes Emergency Paid Sick Leave, the employee must provide reasonable notice for the usage of such as soon as is practicable thereafter.

An employee may provide notice of the need to use Emergency Paid Sick Leave orally or in writing and may provide such notice through the employee's spokesperson (e.g., spouse, adult family member, or other responsible party) if the employee is unable to provide such notice personally.

If an employee fails to provide proper notice, the **City** will give the employee notice of the failure and provide the employee with an opportunity to provide the required documentation, described below, prior to denying the employee's request for leave.

### **Certification of Emergency Paid Sick Leave:**

An employee who seeks Emergency Paid Sick Leave must provide the following information, orally or in writing, prior to the commencement of the leave or as soon thereafter as practicable:

- (1) Employee's name;
- (2) Date(s) for which leave is requested;
- (3) Qualifying reason for the leave; and
- (4) Oral or written statement that the Employee is unable to work because of the qualified reason for leave.

In addition, the employee must provide the following documentation in support of his/her request for Emergency Paid Sick Leave:

- (1) To take Emergency Paid Sick Leave because the employee is Subject to a Quarantine or Isolation Order related to COVID-19, the employee must provide the name of the government entity that issued the quarantine or isolation order.
- (2) To take Emergency Paid Sick Leave because the employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19, the employee must provide the name of the health care provider who advised the employee to self-quarantine due to concerns related to COVID-19.
- (3) To take Emergency Paid Sick Leave because the employee is caring for an individual who is Subject to a Quarantine or Isolation Order related to COVID-19 or who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19, the employee must provide either: (1) The name of the government entity that issued the Quarantine or Isolation Order to which the individual being cared for is subject; or (2) The name of the health care provider who advised the individual being cared for to self-quarantine due to concerns related to COVID-19.
- (4) To take Emergency Paid Sick Leave because the employee is caring for the employee's son or daughter if the child's school or place of care has been closed, or the child's child care provider is unavailable, due to COVID-19 precautions, the employee must provide: (1) The name of the son or daughter being cared for; (2) The name of the School, Place of Care, or Child Care Provider that has closed or become unavailable; and (3) A representation that no other suitable person will be caring for the Son or Daughter during the period for which the employee takes Emergency Paid Sick Leave.

### **Emergency Paid Sick Leave Carry-Over:**

Unused Emergency Paid Sick Leave will carryover for any employee who after termination, resignation, retirement, or other separation from employment is rehired prior to the expiration described in Section 13 below. Under no circumstances will unused Emergency Paid Sick Leave carry over after the expiration described in Section 13 below.

### **No Emergency Paid Sick Leave Cash-Out or Conversion to Service Credits:**

Unused Emergency Paid Sick Leave may not be cashed out upon termination, resignation, retirement, or other separation from employment.

Unused Emergency Paid Sick Leave may not be converted to retirement service credits.

#### **Section 4. Emergency Family and Medical Leave**

##### **Reasons for Emergency Family and Medical Leave:**

Emergency Family and Medical Leave is only permitted for the leave due to an inability to work (or telework) because the employee needs to provide care for the employee's son or daughter under the Emergency Family and Medical Leave Expansion Act. (FMLA Sec. 110 (a)(2)(A).)

##### **Employees Eligible for Emergency Family and Medical Leave:**

- A. Employees are entitled to up to 12 weeks of job-protected Emergency Family and Medical Leave if the employee satisfies the following requirements:
  1. The employee has worked for the **City** for at least 30 calendar days;
  2. The employee is unable to work (or telework) due to a need to care for the employee's son or daughter whose school or place of care has been closed, or whose child care provider is unavailable due to a COVID-19 emergency declared by either a Federal, State, or local authority;
  3. The employee has not used all available FMLA leave. Emergency Family and Medical Leave is a form of FMLA leave, and is not in addition to any other FMLA leave;
  4. There is no other suitable person (such as a co-parent, co-guardian, or usual childcare provider) available to care for the employee's son or daughter during the period for which the employee takes Emergency Family and Medical Leave; and
  5. The **City** did not exempt the employee as either a "Health care provider" or "Emergency responder."
  
- B. Employees are not eligible for Emergency Family and Medical Leave if the **City** determines that the employee's duties and services are not needed during the period of requested Emergency Family and Medical Leave (for example, because the **City** has ceased offering the services that would

- otherwise be provided by the employee). In this instance, the **City** may deem that the employee is not working due to lack of work.
- C. The **City** may elect to exempt from the receipt of Emergency Family and Medical Leave any employee or class of employees who qualify as a “Health care provider” or “Emergency responder” as defined in Section 2.D. and E., above.
- a. The **City** has designated the following job classifications as “healthcare providers”:
  - b. The **City** has designated the following job classifications as “emergency responders”:
- D. An employee who is laid off or otherwise terminated on or after March 1, 2020 and who is rehired on or before December 31, 2020 will be eligible for unused Emergency Family and Medical Leave provide that the employee had been on the **City**’s payroll for 30 or more of the 60 calendar days prior to the date the employee was laid off or otherwise terminated.

#### **Amount of Emergency Family and Medical Leave:**

An eligible employee is entitled to a maximum of twelve workweeks of Emergency Family and Medical Leave during the period in which the leave may be taken (between April 1, 2020 to December 31, 2020) even if the twelve workweeks spans two twelve-month leave periods under the FMLA.

#### **Employee Benefits While on Emergency Family and Medical Leave; Supplementation of Paid Accrued Leaves:**

##### **A. First Ten Days of Emergency Family and Medical Leave**

The first ten (10) days of Emergency Family and Medical Leave are unpaid.

During this period, the employee may elect to use Emergency Paid Sick Leave, as described above, if the employee has not exhausted such leave through use at the **City** or prior employer. If the employee has exhausted the Emergency Paid Sick Leave, an employee may use their earned and accrued leaves to supplement the unpaid Emergency Family and Medical Leave in order to achieve up to 100% of the pay they would normally receive in a given week for working their regularly scheduled hours. Use of such accrued and unused leave will run concurrently with use of Emergency Family and Medical Leave.

## B. Emergency Family and Medical Leave After the First Ten Days

After the tenth day, and for the remaining up to ten (10) weeks of Emergency Family and Medical Leave, an employee is entitled to compensation for such leave at two-thirds (2/3) of the employee's regular rate of pay, subject to a cap of \$200 per day and \$10,000 total.

During this period, employees may supplement the Emergency Family and Medical Leave (paid up to the specified limitations under the FFCRA) with their earned or accrued leave provided by the **City** in order to achieve 100% of the pay the employee would normally receive in a given week for working their regularly scheduled hours.

### **Intermittent Leave:**

An employee may request Emergency Family and Medical Leave on an intermittent basis and the **City** will evaluate such request to determine if such leave is operationally feasible.

### **Required Use of Applicable Earned or Accrued Leave During Emergency Family Medical Leave:**

Employees must use all earned or accrued leave increments concurrently with any Emergency Family Medical Leave. The employee must do so if the earned or accrued leave is available to care for the employee's child because the child's school or place of care is closed. The employee must use the earned or accrued leave in full day increments, unless the **City** permits the earned or accrued leave to be used to supplement the Emergency Family and Medical Leave compensation in order to achieve 100% of the pay the employee would normally receive for working their regularly scheduled hours. An employee who uses earned or accrued leave concurrently with Emergency Family and Medical Leave will receive full pay until the earned or accrued leave is exhausted. Thereafter, and for the remainder of the Emergency Family Medical Leave, the employee will be paid the Emergency Family Medical Leave compensation of two-thirds (2/3) of the employee's regular rate of pay, subject to a cap of \$200 per day and \$10,000 total.

### **Employee Notice of Emergency Family and Medical Leave:**

Where the need to use Emergency Family and Medical Leave is foreseeable, the employee shall provide the **City** with such notice as soon as practicable.

The **City** requests, but does not require, that the employee provide notice of the need to use Emergency Family and Medical Leave unit after the first workday of the usage of such leave.

After the first workday for which an employee takes Emergency Family and Medical Leave, the employee must provide reasonable notice for the usage of such as soon as is practicable thereafter.

An employee may provide notice of the need to use Emergency Family and Medical Leave orally or in writing and may provide such notice through the employee's spokesperson (e.g., spouse, adult family member, or other responsible party) if the employee is unable to provide such notice personally.

If an employee fails to provide proper notice, the **City** will give the employee notice of the failure and provide the employee an opportunity to provide the required documentation, described below, prior to denying the request for leave.

### **Certification of Emergency Family and Medical Leave:**

An employee who seeks Emergency Family and Medical Leave must provide the following information prior to taking leave or as soon thereafter as practicable:

- (1) Employee's name;
- (2) Date(s) for which leave is requested;
- (3) Qualifying reason for the leave;
- (4) Oral or written statement that the employee is unable to work because of the qualified reason for leave;
- (5) The name of the son or daughter being cared for;
- (6) The name of the school, place of care, or childcare provider that has closed or become unavailable; and
- (7) A representation that no other suitable person (such as a co-parent, co-guardian, or usual childcare provider) will be caring for the son or daughter during the period for which the Employee takes Emergency Family and Medical Leave.

### **Reinstatement Upon Return:**

An employee who uses Emergency Family and Medical Leave is entitled to reinstatement to their prior or an equivalent position, unless the employee's employment would have ended regardless of whether he or she took leave.

## Your Social Distancing and Workplace Safety Responsibilities

### “DO”s and “DON’T”s of Compliance

- **DO** wave and say hello. **DON’T** shake hands or hug.
- **DO** wear a face covering while in public or shared areas of the **City**. **DON’T** wear a face covering that is no longer in good repair.
- **DO** stay 6 feet away from others at all times. **DON’T** think that’s all you have to do to comply.
- **DO** comply with all signs about one-way hallways, entrances, exits, and limits on elevators. **DON’T** go your habitual route or squeeze in one more.
- **DO** ask yourself, “Can I accomplish this task with an email, phone call or videoconference?” **DON’T** have in-person meetings unless you really must do so.
- **DO** wipe down anything you touch with the disinfectant products provided. **DON’T** rely on others to do it for you.
- **DO** wash your hands for at least 20 seconds at least every 60 minutes. **DON’T** wait for the 60-minute mark if you use the restroom, sneeze, touch your face, blow your nose, clean, disinfect, sweep or mop, smoke, eat, drink, enter the facility or leave the facility – wash immediately after.
- **DO** use hand sanitizer when soap and water are not available. **DON’T** make this substitution a habit.
- **DO** remove any pens or items touched by public visitors from circulation. **DON’T** use them again until they have been sanitized.
- **DO** take separate **City** vehicles if possible. **DON’T** remove your face covering if carpooling.
- **DO** stay connected with friends and family during this challenging time. **DON’T** have them visit you at work.
- **DO** ask your supervisor if you have any questions about your responsibilities. **DON’T** rely on guesses or rumors.

**AUTHORIZATION FOR DISCLOSURE AND USE OF  
MEDICAL INFORMATION**  
**Confidentiality of Medical Information Act (CMIA), Civil Code § 56, et seq.**

Pursuant to California's Confidentiality of Medical Information Act, I, \_\_\_\_\_  
[Name of Employee], authorize [Name of Health Care Provider, Laboratory, etc.] to disclose the  
medical information described in this authorization to representatives from the [Name of  
Department, e.g., Human Resources or Risk Management] of the [Name of Employer]. I also  
authorize the same representatives from the [Name of Employer] to use the medical information  
for the purposes described in this authorization.

This authorization is limited to the following types of information:

[Insert specific limitations here, e.g., COVID-19 test results, including but not limited to any  
results of tests administered to detect the presence of the COVID-19 virus (SARS-CoV-2)]

The recipients of this information may use the information for the following purpose(s):

[Insert specific authorized uses and any limitations on the use here, e.g., managing, controlling,  
and responding to COVID-19 infections among [Name of Employer] personnel, medical  
accommodation request, workers' compensation claim, etc.]

Expiration Date: [Name of Health Care Provider, Laboratory, etc.] is no longer authorized to  
disclose medical information described in this authorization after [INSERT DATE].

Right to Receive Copy of This Authorization: I understand that if I sign this authorization, I have  
the right to receive a copy of this authorization. Upon request, the [Name of Employer] will  
provide me with a copy of this authorization.

**I authorize the disclosure and use of my medical information as described above for the  
purposes listed above. I understand that this authorization is voluntary and that I am  
signing this authorization voluntarily.**

\_\_\_\_\_  
Employee's Name (PLEASE PRINT)      Signature      Date

## NOTICE OF City of Beaumont PRIVACY PRACTICES FOR MEDICAL INFORMATION RELATED TO COVID-19

THIS NOTICE DESCRIBES HOW THE **City of Beaumont** MAY USE YOUR MEDICAL INFORMATION, THE CONDITIONS UNDER WHICH THE **City of Beaumont** MAY DISCLOSE SUCH INFORMATION AND HOW YOU MAY ACCESS THIS INFORMATION.

PLEASE REVIEW THIS NOTICE CAREFULLY.

### I. Preamble

The Notice of **City** Privacy Practices for Medical Information Related to COVID-19 (the “Notice”) below is intended to provide **City** employees important information concerning the use and disclosure of Medical Information collected by the **City** in relation to its COVID-19 testing policy and/or a temperature testing and COVID-19 symptom screening policy and/or an accommodation policy for high-risk employees, as well as other important information concerning the rights of employees.

The **City** encourages program employees to carefully review the Notice and familiarize themselves with the rights provided under **City** policies, procedures, and protocol.

The obligations and rights described in the Notice shall take effect upon **City**'s adoption of the related “Administrative Policy and Protocols for the Use and Disclosure of Confidential **City** Medical Information Related to COVID-19” (“Policy and Protocols”).

The **City** is available to answer questions that employees may have about the Notice. Employees with questions should contact Kari Mendoza at [karim@beaumontca.gov](mailto:karim@beaumontca.gov) 951-572-3228 or Shay Norville at [shayn@beaumontca.gov](mailto:shayn@beaumontca.gov) 951-769-8528.

### II. Definitions

“Medical Information” means any Individually Identifiable information, in electronic or physical form, in possession of or obtained from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding an employee's medical history, mental or physical condition, or treatment. It also means any Individually Identifiable information collected by **City** in relation to the COVID-19 testing policy and/or a temperature testing and COVID-19 symptom screening policy and/or an accommodation policy for high-risk employees implemented by **City**.

“Individually Identifiable” means that the Medical Information includes or contains any element of personal identifying information sufficient to allow identification of the

individual, such as the patient's name, address, electronic mail address, telephone number, or social security number, or other information that, alone or in combination with other publicly available information, reveals the individual's identity.

### III. Scope of Coverage

This Notice covers the Medical Information of all **City** employees and applicants that the **City** acquires or obtains, and which relates to COVID-19. Such Medical Information may include, but is not limited to:

- Symptoms associated with COVID-19,
- Positive COVID-19 test results; and
- Other health or medical conditions that would place the employee at high-risk for a serious illness if the employee contracted COVID-19.

### IV. Employee Rights Regarding Medical Information:

**City** employees possess certain rights under applicable state law, including, but not limited to the following:

1. The right to request restrictions on disclosure of Medical Information by the **City**;
2. The right to inspect and copy the Medical Information maintained by the **City**;
3. The right to request a true copy of an employee's authorization for the disclosure of Medical Information.
4. The right to cancel or modify an employee authorization for the disclosure of Medical Information.

Additional details concerning individual employee's rights are discussed in the Policy and Protocols.

### V. The City's Duties Concerning Medical Information:

Federal law and state law impose certain duties upon the **City**, which the **City** will fully and faithfully discharge in a manner consistent with such requirements. These duties include, but are not limited to, the following:

1. Maintaining the privacy of employees' Medical Information;
2. Maintain Medical Information in a file separate from personnel records; and
3. Communicate any limitations in an employee's authorization regarding the use of the Medical Information to the person or entity to which it discloses the Medical Information

The **City** reserves the right to change the terms of this Notice and the changes will apply to the Medical Information that the **City** maintains about you. If and when the **City** revises this Notice, it will provide employees the revised Notice by email, U.S. mail, or another means of delivery sufficient to ensure notice to the employees.

**VI. Permissible Uses and Disclosures of Medical Information Without Written Authorization:**

Generally, the **City** may not disclose Medical Information without prior written authorization from an employee.

However, it shall not be a violation of the Policy and Protocols for the **City** to use and disclose an employee's confidential medical information for certain reasons recognized by law, including, but not limited to:

- If compelled by judicial or administrative process or by any other specific provision of law;
- That part of the information which is relevant in a lawsuit, arbitration, grievance, or other claim or challenge to which the **City** and employee are parties and in which the patient has placed in issue his or her medical history, mental or physical condition, or treatment may be used or disclosed in connection with that proceeding;
- For the purpose of administering and maintaining employee benefit plans, including health care plans and plans providing short-term and long-term disability income, workers' compensation and for determining eligibility for paid and unpaid leave from work for medical reasons;
- To a provider of health care or other health care professional or facility to aid the diagnosis or treatment of the employee, where the employee or other person authorized by law to permit disclosure of Medical Information on the employee's behalf, is unable to authorize the disclosure; and

The uses and disclosures of an employee's confidential information described above do **not** require the employee's authorization.

Further, it shall not be a violation of the Policy and Protocols for the **City** to disclose information that does not contain Individually Identifiable information of an employee. For example, the **City** may notify other employees that an employee has tested positive for COVID-19 so long as the **City** does not disclose information that would lead others to identify that employee (e.g. their name, work location, position). In such a circumstance, it may be necessary for the **City** to inform certain persons, such as the individual's supervisor, janitorial staff, that an employee has tested positive so that **City** may take appropriate steps to ensure a healthy and safe workplace for all **City** employees.

If an employee has authorized disclosure of Medical Information but wishes to restrict such authorization, **City** shall communicate to the person or entity to which it discloses the Medical Information any limitations in the authorization regarding the use of the Medical Information.

**VII. Employee Complaints Regarding Privacy of Medical Information:**

Employees are entitled to complain to the **City** if they believe their privacy rights have been violated by an impermissible disclosure of Medical Information. Should an employee believe that the **City** violated their privacy rights, the participant may file a complaint with Human Resources or the City Manager’s Office.

Should an employee file such a complaint or seek other redress, the **City** will not retaliate against that participant.

**VIII. Acknowledgment of Receipt**

Employees shall acknowledge receipt of the **City’s** Notice of Privacy Practices.

Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# EMPLOYEE RIGHTS

## PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

### ► PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- ⅔ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at ⅓ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

### ► ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.*

### ► QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to **telework**, because the employee:

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;</li> <li>2. has been advised by a health care provider to self-quarantine related to COVID-19;</li> <li>3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;</li> <li>4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);</li> </ol> | <ol style="list-style-type: none"> <li>5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or</li> <li>6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.</li> </ol> |
|--|--|

### ► ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



**WAGE AND HOUR DIVISION**  
UNITED STATES DEPARTMENT OF LABOR

For additional information  
or to file a complaint:  
**1-866-487-9243**  
TTY: 1-877-889-5627  
[dol.gov/agencies/whd](https://dol.gov/agencies/whd)





**ANGIE ARCILLA**  
arcilla@sbemp.com  
FIRM ASSISTANT TO ROXANN VOTAW

REPLY TO:  
Palm Springs, California

December 2, 2020

CITY OF BEAUMONT PROFESSIONAL SERVICES THRU: 11/30/2020

**TOTAL DUE: \$45,469.55**

Sincerely,  
**SBEMP, LLP**

By: Angie Arcilla

**SLOVAK BARON EMPEY MURPHY & PINKNEY LLP**

**Palm Springs, CA**  
T (760) 322-2275

**Indian Wells, CA**  
T (760) 322- 9240

**Orange County, CA**  
T (714) 435-9591

**San Diego, CA**  
T (619) 501-4540

**Princeton, NJ**  
T (609) 955-3393

**New York, NY**  
T (212) 829-4399

[www.sbemp.com](http://www.sbemp.com)

# SBEMP

A T T O R N E Y S

1800 E Tahquitz Canyon Way  
Palm Springs, CA 92262  
Fed. ID #33-0833010  
Telephone 760-322-2275  
Facsimile 760-322-2107

December 2, 2020

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Lee

Professional services through: 11/30/2020:

Invoice # 61236

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$6,812.10

---

## SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

1800 E. Tahquitz Canyon Way  
Palm Springs, California 92262  
Tel. (760) 322-2275 • Fax (760) 322-2107

650 Town Center Drive, Ste. 1400  
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103 Carnegie Center Blvd., Ste. 101  
Princeton, New Jersey 08540  
Tel. (609) 955-3393 • Fax (609) 520-8731

2240 Fifth Avenue.  
San Diego, California 92101  
Tel. (619) 501-4540

[www.sbemp.com](http://www.sbemp.com)

# SBEMP

A T T O R N E Y S

1800 E Tahquitz Canyon Way  
Palm Springs, CA 92262  
Fed. ID #33-0833010  
Telephone 760-322-2275  
Facsimile 760-322-2107

December 2, 2020

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Norton Rose

Professional services through: 11/30/2020:

Invoice # 61238

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$5,142.50

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## SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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Palm Springs, California 92262  
Tel. (760) 322-2275 • Fax (760) 322-2107

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San Diego, California 92101  
Tel. (619) 501-4540

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1800 E Tahquitz Canyon Way  
Palm Springs, CA 92262  
Fed. ID #33-0833010  
Telephone 760-322-2275  
Facsimile 760-322-2107

December 2, 2020

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Peters

Professional services through: 11/30/2020:

Invoice # 61239

Amount

**BALANCE DUE – PLEASE SUBMIT PAYMENT:**

**\$927.00**

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## SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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Palm Springs, California 92262  
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Tel. (619) 501-4540

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

December 2, 2020

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*TalleyAguirre

Professional services through: 11/30/2020:

Invoice # 61240

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$3,905.00

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## SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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Palm Springs, California 92262  
Tel. (760) 322-2275 • Fax (760) 322-2107

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

December 2, 2020

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont\*Urban Logic

Professional services through: 11/30/2020:

Invoice # 61242

	<u>Amount</u>
<b>BALANCE DUE – PLEASE SUBMIT PAYMENT:</b>	<b><u>\$9,616.95</u></b>

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Palm Springs, California 92262  
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Princeton, New Jersey 08540  
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1800 E Tahquitz Canyon Way  
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Fed. ID #33-0833010  
Telephone 760-322-2275  
Facsimile 760-322-2107

December 2, 2020

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont-CCVillage

Professional services through: 11/30/2020:

Invoice # 61244

	<u>Amount</u>
<b>BALANCE DUE – PLEASE SUBMIT PAYMENT:</b>	<b><u>\$1,696.90</u></b>

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Fed. ID #33-0833010  
Telephone 760-322-2275  
Facsimile 760-322-2107

December 2, 2020

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont-Labor&Employ

Professional services through: 11/30/2020:

Invoice # 61246

	<u>Amount</u>
<b>BALANCE DUE – PLEASE SUBMIT PAYMENT:</b>	<b><u>\$47.80</u></b>

## SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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Fed. ID #33-0833010  
Telephone 760-322-2275  
Facsimile 760-322-2107

December 2, 2020

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont-Legacy HP

Professional services through: 11/30/2020:

Invoice # 61247

	<u>Amount</u>
<b>BALANCE DUE – PLEASE SUBMIT PAYMENT:</b>	<b><u>\$549.70</u></b>

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2240 Fifth Avenue.  
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[www.sbemp.com](http://www.sbemp.com)

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

December 2, 2020

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont-OverRetainer

Professional services through: 11/30/2020:

Invoice # 61248

Amount

**BALANCE DUE – PLEASE SUBMIT PAYMENT:**

**\$9,263.80**

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## SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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2240 Fifth Avenue.  
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Fed. ID #33-0833010  
Telephone 760-322-2275  
Facsimile 760-322-2107

December 2, 2020

City of Beaumont  
E-MAIL INVOICES

Our file no:  
City of Beaumont-Retainer

Professional services through: 11/30/2020:

Invoice # 61249

Amount

**BALANCE DUE – PLEASE SUBMIT PAYMENT:**

**\$7,507.80**

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## SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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Tel. (619) 501-4540

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MEMORANDUM

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**To:** City of Beaumont  
**From:** Townsend Public Affairs  
**Date:** December 11, 2020  
**Subject:** Legislative Update for the City of Beaumont

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**State Legislative Update**

On Monday, December 7, the Assembly and Senate officially convened the 2021-22 Legislative Session. The organizational session provided each House the opportunity to swear members into office, as well as adopt the Rules of the House, and elect the Assembly Speaker and Senate President Pro Tem for the upcoming session. As expected, Assembly Speaker Anthony Rendon and Senate President Pro Tem Toni Atkins were selected to continue as leaders of their respective Houses.

While the business of the organizational session was the same as in previous sessions, the circumstances under which the sessions were held was a dramatic departure from the norm. In order to protect public health, and maintain proper social distancing, the Assembly did not conduct their session in the State Capitol, but instead met at the Golden One Center, which is several blocks away from the Capitol. The Senate, on the other hand, did meet in the State Capitol, but several members elected not to travel to the Capitol and instead were sworn in to office over Zoom, or will be sworn in to office in the coming days.

This session was the official beginning of the 2021-22 Regular Session of the Legislature; however, after once adjourned, the Legislature will be on recess until they reconvene after the holidays, on January 4<sup>th</sup>. During the meantime, the Assembly and Senate will likely finalize the Chairs, Vice-Chairs, and full membership of the various policy and fiscal committees for the coming year. Additionally, committees can conduct informational hearings during the interim.

Perhaps most importantly, this session marked the day that legislators may begin to introduce legislation in the new session. While the official deadline to introduce new legislation is still several months away, on February 19<sup>th</sup>, many legislators take the opportunity to introduce bills that need to be acted upon in an expedited fashion, bills that reflect issues that were raised in campaigns, or to just introduce legislation that is a priority for them for the coming year. Generally speaking, bills that are introduced in December are not heard before bills that are introduced closer to bill introduction deadline. That said, several legislators did make announcements about bills that they will be introducing, those bills include:

- Eviction moratorium extension – Assembly Member David Chiu is introducing a bill that would extend the COVID-19-related eviction moratorium that was enacted last year with AB 3088. The Assembly Member’s proposal would extend the moratorium through the end of 2021, with landlords not being able to begin evictions until 2022 without “just cause” unrelated to pandemic-related financial stress. The bill, or other legislation on the topic, will need to be considered early in the legislative session, as the eviction protections established under AB 3088 are scheduled to end on February 1<sup>st</sup>.
- Minimum qualifications for peace officers – Building on police reform legislation that he authored last year, Assembly Member Reggie Jones-Sawyer announced the introduction of legislation that would require an individual to be 25 years old, or have a bachelor’s degree, in order to be a law enforcement officer. While other states have age and education requirements for police officers, Jones-Sawyer’s measure would have the highest age requirement of any state and would join four other states in requiring a bachelor’s degree or a supplemental combination of age and experience. The Assembly Member is introducing the legislation in response to the increasing number of officer involved shootings, citing studies that show college educated officers use force less often, and have fewer complaints against them than their non-college-educated peers.
- Clean Money in Elections – Newly elected Assembly Member Alex Lee has introduced legislation that aims to reduce the level of corporate special interest money in state elections. The intent of the bill is to build on law which prohibits corporations from making direct contributions to federal candidates, and law prohibiting their contributions in over 20 other states, by barring all business entities from contributing to candidates running for office in California.

Ultimately, the Legislature will introduce in excess of two thousand bill proposals this year, which will cover a broad range of issues. Based on comments from the Assembly Speaker and President Pro Tem, it is likely that there will be a significant focus place on bills that attempt to address issues related to the coronavirus pandemic, including support for small businesses, and expanding access to broadband internet so people can more reliably work/educate at home. The Legislature is also likely to place an emphasis on bills related to police reform; preparing for, and responding to, wildfires; affordable housing and homelessness; and issues related to the State Budget.

As noted above, the Legislature will return to session on January 4<sup>th</sup> to begin session; later that week, the Governor will provide the Legislature with his January Budget proposal and the session will be in full swing.

#### Governor’s COVID-19 Action Summary

Below is a summary of the major COVID-19 actions taken by the State Administration since December 1:

**December 3 – Regional Stay At Home Order** The regional Stay at Home Order is broken down into regions, and covers Riverside as part of a larger Southern California region seeing

constrained hospital capacity. The order will go into effect within 48 hours of the specific region reaching less than 15 percent intensive-care unit capacity. regions hitting that capacity number. Once enacted, the order will remain in effect for at least 3 weeks and, after that period, will be lifted when a region's projected ICU capacity meets or exceeds 15%. This will be assessed on a weekly basis after the initial 3-week period. **The Southern California region entered into this Stay At Home Order Status on December 6 and will be there through at least December 28.**

The five regions being measured are:

- **Northern California:** Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Shasta, Siskiyou, Tehama, Trinity
- **Bay Area:** Alameda, Contra Costa, Marin, Monterey, Napa, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma
- **Greater Sacramento:** Alpine, Amador, Butte, Colusa, El Dorado, Nevada, Placer, Plumas, Sacramento, Sierra, Sutter, Yolo, Yuba
- **San Joaquin Valley:** Calaveras, Fresno, Kern, Kings, Madera, Mariposa, Merced, San Benito, San Joaquin, Stanislaus, Tulare, Tuolumne
- **Southern California:** Imperial, Inyo, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Ventura

## **Federal Legislative Update**

### **Coronavirus Aid Packages**

A bipartisan group of lawmakers, the "908 Coalition" (in reference to the top-line price tag of the framework), is working to negotiate deals for a Phase 4 stimulus package. State and local aid and liability protections remain as two of the biggest sticking points among Democrats and Republicans.

- Negotiators have an agreement in principle on providing:
  - \$160 billion for state and local funding (still no formula available)
  - Liability protections "as the basis for good faith negotiations"
  - 16-week extension of unemployment insurance, with a \$300/week supplemental
  - \$300 billion for small businesses, including the ability to get a second forgivable PPP loan, with expanded eligibility criteria
  - Funding for independent live venue operators
  - Funding for airports, buses, and public transit systems
  - Additional funding for health care providers and vaccine development/distribution/testing/tracing
  - \$82 billion for education, including a set-aside for higher education similar to the CARES Act
  - Extension of student loan forbearance through April 30, 2021
  - \$25 billion in rental assistance to state and local governments
  - Extends the national eviction moratorium
  - SNAP and other emergency food adjustments
  - \$10 billion to child-care providers
  - Funding for broadband and internet access

The coalition has yet to finalize the legislative text of their \$908 billion proposal. They are trying to garner additional support from legislators of both parties, with time quickly running out. Congress is under pressure to pass more COVID-19 relief funding prior to December 31, when

multiple aid programs, including extra unemployment benefits of \$300 per week for nearly 12 million people, eviction moratoriums, and student loan deferments, are all set to expire.

Meanwhile, rumors are circulating that Senate Majority Leader Mitch McConnell's staff told other top congressional aides that they see no possible path over an agreement on state aid and on liability reached by the bipartisan group of senators that would be acceptable to Senate Republicans. This is a setback for negotiations, which are hyper focused on developing a proposal that can pass the Senate in 2020. The Republican caucus remains split, with some members opposing any additional funding for coronavirus, making it difficult for McConnell to build a coalition that involves a majority of Senator's voting for passage

### President-Elect Biden Transition

On December 6, the incoming Biden Administration nominated California Attorney General Xavier Becerra to be the Secretary of Health and Human Services – a massive job to take on in the middle of a pandemic.

Becerra is the first Latino to serve as the attorney general of California and has been in the post since 2017. He has been a fierce opponent of President Donald Trump, and the state of California has brought more than 100 lawsuits against the President and his administration's policies. More than half of the lawsuits are over environmental policies that the Trump administration had either put in place or removed. Becerra has also been a leader in the fight to protect the Deferred Action for Childhood Arrivals program an Obama-era program that Trump has attempted to abolish that has shielded from deportation certain undocumented immigrants who came to the US as children.

This nomination has a potentially large impact on California politics. Should Attorney General Becerra be confirmed, Governor Newsom will select a replacement, in addition to the replacement that Governor Newsom will select to replace Vice President Elect Harris. Any nominee for Attorney General is required to be an active attorney in good standing with the California state bar for last 5 years – which limits the list of possible names the Governor can select

If Governor Newsom selects California Secretary of State Alex Padilla to Vice President-elect Kamala Harris's Senate seat, he would have the unique chance to pick (at least) 3 high-profile leaders. It would be the first time in nearly 70 years that a California governor has had 3 seats to select. Between December 1952 and early January 1953, Gov. Earl Warren had to appoint a new U.S. senator, state controller and a member of the Board of Equalization, the state's elected tax commission – lower profile appointments than Newsom may face.